

Prepared by: Joanne Beaulieu  
After recording return to: Leysi Quincoses  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, FL 33487-1307  
Ph: 1-800-487-7483 ext. 7795

Parcel ID: 17030100240

## **SECOND AMENDMENT TO GROUND LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO GROUND LEASE AGREEMENT** ("Amendment") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **THE CITY OF SMYRNA, A GEORGIA MUNICIPALITY**, having an address at 2800 King Street, Smyrna, GA 30080 ("Lessor") and **SBA 2012 TC ASSETS, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Tenant").

**WHEREAS**, Lessor and SprintCom, Inc., a Kansas corporation, entered into that certain Ground Lease Agreement, dated July 8, 2004, and recorded January 10, 2005, as Instrument #2005-0004799, in Deed Book 14096, Page 3443, as amended by that certain unrecorded Amendment to Ground Lease Agreement dated November 21, 2016, and ultimately assigned to Tenant f/k/a TowerCo Assets LLC, a Delaware limited liability company, successor by merger to Tower Entity 14 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease recorded December 23, 2008, as Instrument #2008-0162618, in Deed Book 14655, Page 1837, both recordings of the Office of the Clerk of the Superior Court of Cobb County, Georgia, as amended and assigned (collectively, "Lease Agreement") for Tenant's use of a portion of the real property ("Property") located at 2270 Benson Pole Road, Smyrna, GA 30082 ("Parent Tract"), being more particularly described in the Lease Agreement; and

**WHEREAS**, Lessor and Tenant desire and intend to amend and supplement the Lease Agreement as provided herein.

**NOW, THEREFORE**, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Lease Agreement:

1. The last paragraph of Section 6. COLLOCATION AND FURTHER CONSIDERATION, of the Lease Agreement is hereby deleted in its entirety and replaced as follows:

Effective upon full execution of this Amendment, in addition to the rent, Lessor shall receive an additional fifty percent (50%) monthly revenue sharing ("Revenue Share") beginning with the second (2<sup>nd</sup>) broadband telephony sublessee, including but not limited to, PCS providers such as AT&T, Verizon, T-Mobile and Sprint-Nextel (collectively, "Broadband"), using the Monopole Tower or the Property. Notwithstanding the foregoing, all Revenue Share contained herein shall be payable one month in arrears upon Tenant's receipt of rental payment from its sublessees. Tenant shall provide Lessor a summary report listing the sublessees on the tower and the sublessee's monthly rent with Lessor's monthly rent check. In the event the second (2<sup>nd</sup>) Broadband sublessee is no longer a tenant on the Property, the third (3<sup>rd</sup>) Broadband sublessee who collocated on the Property will take the place of the second (2<sup>nd</sup>) Broadband sublessee for purposes of being excluded from the revenue sharing provisions of this Section. In no event shall any Revenue Share be paid if there are less than two (2) Broadband tenants.

2. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Lease Agreement.
3. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Parent Tract is located without regard to principles of conflicts of law.
4. Except as specifically set forth in this Amendment, the Lease Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease Agreement and this Amendment, the terms of this Amendment shall take precedence.
5. Lessor acknowledges that the Exhibits attached to the Lease Agreement may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such Exhibits with an accurate survey and legal descriptions of the Property and easements and re-record this Amendment with the approval of Lessor. Following such re-recording, the descriptions of the Property and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
6. Lessor represents and warrants to Tenant that the Lessor is the sole owner in fee simple title to the Property and easements and the Lessor's interest under the Lease Agreement and that consent or approval of no other person is necessary for the Lessor to enter into this Amendment.

7. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same Amendment.
8. Tenant shall have the right to record this Amendment.

**[The remainder of this page is intentionally left blank. Signatures to follow.]**

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the day and year first above written.

**WITNESSES:**

**LESSOR:**

**THE CITY OF SMYRNA, A GEORGIA MUNICIPALITY**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF GEORGIA**  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of The City of Smyrna, a Georgia municipality, on behalf of the corporation.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public

**WITNESSES:**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**TENANT:**

**SBA 2012 TC ASSETS, LLC, a Delaware  
limited liability company**

By: \_\_\_\_\_

Alyssa Houlihan

Vice President, Site Leasing

**STATE OF FLORIDA  
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Alyssa Houlihan, Vice President, Site Leasing of SBA 2012 TC Assets, LLC, a Delaware limited liability company, on behalf of the company and who is personally known to me.

\_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)