

Market: GA
Cell Site Number: GA4336
Cell Site Name: Fuco Morgan Falls
Fixed Asset Number: 10081293

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) effective as of the date last signed below (**“Effective Date”**) is by and between Fulton County, Georgia, a political subdivision of the State of Georgia, having a mailing address at 141 Pryor Street, Suite 8021, Atlanta, GA 30303 (**“Landlord”**) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (**“Tenant”**).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated November 17, 2010, whereby Landlord leases to Tenant certain Premises, therein described, that are a portion of the Property located at 460 Morgan Falls Road, Atlanta, GA 30350 (the **“Agreement”**); and

WHEREAS, pursuant to Section 3 of the Agreement, the Agreement had an initial five (5) year term, beginning on December 1, 2010 and ending on November 30, 2015, with one additional five (5) year automatic extension term, ending on November 30, 2020; and

WHEREAS, pursuant to Section 3 of the Agreement, after the five (5) year extension term the Agreement shall continue for one-year annual renewals until terminated by written notice from either party, with monthly rental payments being the same as were in place in November 2020; and

WHEREAS, neither party has provided the other party with notice of termination; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to formally extend the term of the Agreement, to adjust the Rent, to clarify the scope of Tenant’s Permitted Use of the Premises, and to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Ratification.** Landlord and Tenant hereby ratify, confirm and adopt the Agreement, attached hereto as Exhibit “A”, except as amended herein.

2. **Permitted Use.** Section 2 of the Agreement shall be deleted in its entirety and replaced with the following:

(a) Subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed, Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Premises for the transmission and reception of communications signals and to modify, install, construct, maintain, operate, supplement, replace, upgrade, or expand its communications fixtures and related equipment, cables, accessories and improvements (collectively, the "Communication Facility"), including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Premises at any time during the term of the Agreement in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, and Tenant shall have the right to test, survey and review title on the Property at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use.

(b) Landlord acknowledges and grants approval for Tennat's proposed plans concerning the Communication Facility, attached hereto as Exhibit "B".

(c) Prior to Tenant completing any planned equipment modifications or additional installation of Tower-based equipment, Tenant shall provide Landlord with a current structural analysis in writing performed by engineers authorized and approved by Landlord that confirms the Tower's capacity for the modified or additional equipment. Tenant shall also provide Landlord with a set of the appropriate construction and/or engineering documents so as to allow Landlord to review any planned onsite construction, installation or equipment modification as may be requested by Tenant for its operations. All structural reviews and drawings are to be submitted in writing to Landlord for Landlord's prior written approval, which shall not be unreasonably withheld or delayed. If Landlord is unable to provide a response in the allotted timeframe, Landlord will notify Tenant of the reason in writing prior to expiration of the allotted timeframe and shall provide the timeframe in which the response to the structural reviews and drawings will be provided.

(d) Landlord reserves the right to require an increase in the monthly rental rates for equipment modifications that increase weight on the Tower and diminish wind resistance, as shown in the structural analysis provided to Landlord pursuant to subsection (c), above. Landlord's approval of Tennat's proposed equipment modification shall include notice from Landlord of any rental rate increase that will be associated with said equipment modification. Tenant shall be responsible for making those improvements as detailed in the structural analysis and required by Landlord. Landlord and Tenant shall amend this Agreement to document the equipment modification and any associated rental increase. No equipment modification shall be made by Tenant prior to the amendment of the Agreement being effective.

(e) Tenant has the right to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Subject to subsection (b) above, Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, if available, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

(f) Landlord shall, at its sole discretion, reasonably cooperate in obtaining governmental and other use permits or approvals necessary for the foregoing Permitted Uses.

3. **Term.** Subsection 3(d) of the Agreement shall be deleted in its entirety and replaced with the following, and a new Subsection 3(e) shall be added:

(d) The First Additional Term of the First Amendment shall commence on the Effective Date of the First Amendment, and shall expire on December 31, 2025 (the "First Extension Term"), and commencing on January 1, 2026, the Agreement will be automatically renewed, upon the same terms and conditions of the Agreement, for five (5) additional five (5) year terms (each an "Additional Term"). The Terms will automatically renew without further action by Tenant unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the First Additional Term or any Additional Term, or as may be terminated by Landlord as set forth in this Agreement. Landlord agrees and acknowledges that, except as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the First Additional Term.

(e) The Initial Term, any Extension Terms, any Annual Terms, any Additional Terms, and any Holdover Term are collectively referred to as the Term ("Term").

4. **Rent.** The following Subsections 4(b) and 4(c) shall be added to the Agreement:

(b) During the First Additional Term, the Rent payable shall be Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) per month, and shall continue during the First Additional Term, subject to adjustment, if any, as provided in Section 4(c). In addition to Rent, Tenant agrees that within sixty (60) days from the Effective Date of the First Amendment, Tenant will pay Landlord the balance of the Underpayment Rent due. The Underpayment Rent shall be the difference of \$2,250.00 (subject to a two percent (2%) increase each calendar year beginning in 2022) minus the Rent paid each month during the period beginning January 1, 2021 and continuing until the Effective Date of this First Amendment.

(c) Commencing on January 1, 2026, and on January 1st of every year of the Term thereafter, Rent shall increase by two percent (2%) above the Rent paid during the previous calendar year. All Rent and any other payments expressly required to be paid by Tenant to Landlord under the Agreement shall be paid to Fulton County, Georgia.

5. **Termination.** Section 6(f) of the Agreement shall be deleted in its entirety and replaced with the following:

(f) by Landlord upon one (1) year prior written notice to Tenant for any reason or no reason.

6. **Notices.** Section 17 of the Agreement shall be deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, and demands hereunder will be given by first-class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Landlord:

Fulton County, Georgia
Office of the County Manager
141 Pryor Street, SouthWest, Suite 10067
Atlanta, GA 30303

Fulton County, Georgia
Department of Real Estate and Asset Management
141 Pryor Street, Suite G119
Atlanta, GA 30303
Attention: Director

Fulton County, Georgia
Land Division
141 Pryor Street Suite 8021

Atlanta, GA 30303
Attn: Land Administrator

With a copy to:

Fulton County, Georgia
Office of the County Attorney
141 Pryor Road SW, Suite 4038
Atlanta, GA 30303
Attention: County Attorney

If to Tenant:

New Cingular Wireless PCS, LLC
Attn: TAG – LA
Re: Cell Site #: GA4336
Cell Site Name: Fuco Morgan Falls (GA)
Fixed Asset #: 10081293
1025 Lenox Park Blvd. NE
3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department
Re: Cell Site #: GA4336
Cell Site Name: Fuco Morgan Falls (GA)
Fixed Asset #: 10081293
208 S. Akard Street
Dallas, Texas, 75202-4206

The copy sent to the Office of the County Attorney and Legal Department respectively is an administrative step which alone does not constitute legal notice. Either Party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other Party as provided herein.

7. **Acknowledgement.** Landlord and Tenant each acknowledge that each has read and understands this First Amendment and the underlying Agreement and, prior to execution of this First Amendment, was free to consult with counsel of its choosing.

8. **Charges.** All charges payable under the Agreement, as amended by this First Amendment, such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred. The foregoing shall not apply to monthly Rent

which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement, as amended.

9. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment as applicable.

10. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be effective as of the date last written below.

LANDLORD:

Fulton County, Georgia,
a political subdivision of the State of
Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners
Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

By: _____
Y. Soo Jo, County Attorney

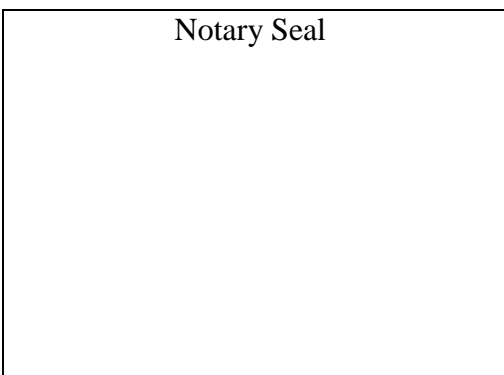
[TENANT ACKNOWLEDGEMENT ON FOLLOWING PAGE]

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

EXHIBIT “A”

LEASE AGREEMENT

[See attached]

EXHIBIT “B”

TENNAT’S PROPOSED PLANS

[See attached]