

SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment (the “Second Amendment”) to that certain Lease Agreement dated January 5, 2007 by and between Richland Towers – Atlanta, LLC and DeKalb County Georgia, as amended by that certain First Amendment to Lease Agreement dated December 18, 2007 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between ATC Watertown LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “Landlord”) and DeKalb County Georgia, a political subdivision of the state of Georgia (the “Tenant”) (collectively, the “Parties”).

RECITALS

WHEREAS, Landlord owns a certain communications tower on a certain parcel of land located at 1809 Briarcliff Rd NE, ATLANTA, GA 30324-4610 more commonly known to Landlord as the ATLANTA - BRIARCLIFF T2 GA tower site (the “Site”); and

WHEREAS, Landlord and Tenant entered into the Agreement for the use of a certain portion of the Site; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Landlord and Tenant agree to extend the term of the Agreement commencing on January 1, 2022 (the “Extension Term Commencement Date”) for a period of twelve (12) consecutive months (the “Extension Term”). The Agreement may be automatically renewed on an annual basis for fourteen (14) additional twelve-month terms (each a “Renewal Term”), for a total lifetime Agreement term of fifteen (15) years upon the same terms and conditions, as provided for in the Agreement, unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term. The Parties acknowledge that upon receipt of a notice not to renew the Agreement shall terminate absolutely and without further obligation on the part of the Tenant on December 31, 2022, and on December 31st of each succeeding and renewed year, as required by O.C.G.A. § 36-60-13, as amended, unless previously terminated in accordance with the terms of this Agreement.

- 2) Effective upon January 1, 2022, the Rent shall be increased by Six Hundred Thirteen and 78/100 Dollars (\$613.78) per month (“Increased Fee”) to a total monthly Rent of Twelve Thousand Eight Hundred Eighty-Nine and 35/100 Dollars (\$12,889.35) (\$154,672.20 annually) and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Second Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.
- 3) Effective upon January 1, 2023, and each anniversary thereafter during the term, the Rent shall be increased by five percent (5%) (“Annual Escalator”) as follows:

| Year | Monthly | Annual |
|------|-------------|--------------|
| 2023 | \$13,533.82 | \$162,405.81 |
| 2024 | \$14,210.51 | \$170,526.10 |
| 2025 | \$14,921.03 | \$179,052.41 |
| 2026 | \$15,667.09 | \$188,005.03 |
| 2027 | \$16,450.44 | \$197,405.28 |
| 2028 | \$17,272.96 | \$207,275.54 |
| 2029 | \$18,136.61 | \$217,639.32 |
| 2030 | \$19,043.44 | \$228,521.28 |
| 2031 | \$19,995.61 | \$239,947.35 |
| 2032 | \$20,995.39 | \$251,944.72 |
| 2033 | \$22,045.16 | \$264,541.95 |
| 2034 | \$23,147.42 | \$277,769.05 |
| 2035 | \$24,304.79 | \$291,657.50 |
| 2036 | \$25,520.03 | \$306,240.38 |

- 1) Landlord and Tenant agree and acknowledge that all future payments of the Rent shall be made to the Landlord at the following remittance address:

American Tower Corporation
29637 Network Place
Chicago, IL 60673-1296

- 2) The Parties agree that (i) a digital or electronic signature on this Second Amendment and/or (ii) a fully executed scanned or electronically reproduced copy or image of this Second Amendment shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence hereof notwithstanding the failure or inability to produce or tender an original, manually executed counterpart of this Second Amendment and without the requirement that the unavailability of such original, manually executed counterpart of this Second Amendment first be proven.

Landlord Site Name/Number: ATLANTA - BRIARCLIFF T2 GA / 282650

Landlord Contract Number: 434335

Tenant Site Name/Number: N/A / N/A

- 3) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 4) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Second Amendment to that certain Lease Agreement as of the day and year written below:

LANDLORD:
ATC WATERTOWN, LLC,
A Delaware Limited Liability Company

TENANT:
DEKALB COUNTY, GEORGIA, a
political subdivision of the
State of Georgia

By: _____
Signature

_____ By Dir. (seal)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

(Typed or Printed)

Date: _____

Title

Federal Tax I.D. Number

ATTEST:

ATTEST:

Signature

BARBARA H. SANDERS-NORWOOD,
CCC, CMC Clerk of the Chief Executive
Officer and Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Title

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

Supervising County Signature

County Attorney Name (Typed or Printed)