

Prepared by: Joanne Beaulieu
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307
Ph: 1-800-487-7483 ext. 7872

Parcel ID: 057B-072

AMENDMENT TO PCS SITE AGREEMENT

THIS AMENDMENT TO PCS SITE AGREEMENT ("Amendment") is executed this _____ day of _____, 2018, by and between **GORDON COUNTY, a Georgia municipal corporation**, having an address at P.O. Box 580, Calhoun, Georgia 30703-0580 ("Owner") and **SBA PROPERTIES, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 (hereinafter referred to as "SBA")

WHEREAS, Owner and SprintCom, Inc., a Kansas corporation, entered into that certain PCS Site Agreement, dated January 15, 1999, as evidenced by that certain Memorandum of PCS Site Agreement, recorded February 25, 1999, in Book 598, Page 2, and ultimately assigned to SBA, successor by conversion to SBA Properties, Inc., a Florida corporation, pursuant to that certain Assignment and Assumption of Ground Lease, recorded May 4, 2000, in Book 670, Page 401, both recordings of the Clerk's Office of Gordon County, Georgia, as amended and assigned from time to time (collectively, "Agreement") for SBA's use of a portion of the real property ("Site") located at 4011 Highway 53 East, Calhoun, GA 30703 (hereinafter referred to as "Parent Parcel"), being more particularly described in the attached **Exhibit "A"**; and

WHEREAS, Owner and SBA desire and intend to amend and supplement the Agreement as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant, agree and bind themselves to the following modifications to the Agreement:

1. **Section 2. Term**, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms as referenced in the Agreement, the Agreement is hereby amended to include five (5) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless SBA notifies Owner of its intention not to renew the Agreement at least ninety (90) days prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on January 15, 2024 ("Additional Renewal Term Commencement Date"), upon the expiration of the Renewal Term expiring on January 14, 2024.

2. **Section 3. Rent**, of the Agreement is hereby amended as follows:

On the Additional Renewal Term Commencement Date, Owner's rent shall incur a one-time increase of thirty percent (30%). Commencing on January 15, 2029 and each fifth anniversary of such date thereafter, Owner's rent shall increase by fifteen percent (15%). All escalations currently provided in the Agreement arising prior to the Additional Renewal Term Commencement Date shall be unaffected by this section.

In addition to the rent, Owner shall receive an additional ten percent (10%) monthly revenue sharing ("Revenue Share") beginning with the fifth (5th) broadband telephony sublessee, including but not limited to, PCS providers such as AT&T, Verizon, T-Mobile and Sprint-Nextel (collectively, "Broadband"), using the Parent Parcel or the Site. Notwithstanding the foregoing, all Revenue Share contained herein shall be payable one month in arrears upon SBA's receipt of rental payment from its sublessees. SBA shall provide Owner a summary report listing the sublessees on the tower and the sublessee's monthly rent with Owner's monthly rent check. In the event the fourth (4th) Broadband sublessee is no longer a tenant on the Site, the fifth (5th) Broadband sublessee who collocated on the Site will take the place of the fourth (4th) 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 five (5) Broadband tenants.

3. **Section 5. Assignment/Subletting**, of the Agreement is hereby deleted in its entirety and replaced as follows:

SBA may sublet all or part of the Site or may assign or transfer the Agreement in whole or in part. Upon such assignment, SBA shall be relieved of all liabilities and obligations under the Agreement.

4. **Section 6. Notices**, of the Agreement is hereby amended as follows:

If to Owner:

Gordon County
P.O. Box 580
Calhoun, GA 30703

If to SBA:

SBA Properties, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: GA03280-A/Highway 53

5. The Agreement is hereby amended to include **Section 20. Right of First Refusal / Exclusive Use**, as follows:

If at any time during the term of the Agreement, Owner receives a bona fide written offer from any company or its affiliates (a) engaged in the business of owning, operating or maintaining wireless communications facilities, or (b) having any interest as a landlord, tenant or any other capacity in any wireless communications ground lease or easement (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the current or future rent, the Site or the Parent Parcel, or any portion thereof, which Owner desires to accept, Owner shall first give SBA written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving SBA the right to acquire the interest described in the Offer on the terms set forth in the Offer. SBA shall have a period of thirty (30) days after receipt of Owner's notice and terms to exercise SBA's right of first refusal by notifying Owner in writing. If SBA has not exercised its right of first refusal in writing to Owner within such thirty (30) day period, the Offer will be deemed rejected. Owner may not assign the rent or the Agreement or any rights hereunder, or grant any interest in any portion of the Parent Parcel, except in connection with conveyance of fee simple title to the Parent Parcel, without the prior written consent of SBA, in SBA's sole and absolute discretion.

As part of SBA's right to the undisturbed use and enjoyment of the Site, Owner shall not at any time during the term of the Agreement (i) use or suffer or permit another person to use any portion of the Parent Parcel or any adjacent parcel of land now or hereafter owned, leased or managed by Owner for any of the uses permitted herein or other uses similar thereto, or (ii) grant any interest in or an option to acquire any interest in any portion of the Parent Parcel that permits (either during the term of the Agreement or after the term hereof) any of the uses permitted under this Agreement or other uses similar thereto without the prior written consent of SBA, in SBA's sole discretion. The phrase "or other uses similar thereto" as used herein shall include, without limitation, the transmission, reception or relay of communications signals and/or data by way of small cells, distributed antenna systems, data centers, C-RAN or fiber.

6. Upon full execution of this Amendment, SBA shall pay to the Owner a one-time payment of Twenty Thousand and no/100 Dollars (\$20,000.00).
7. Capitalized terms not defined in this Amendment will have the meaning ascribed to such terms in the Agreement.

8. This Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Parent Parcel is located without regard to principles of conflicts of law.
9. Except as specifically set forth in this Amendment, the 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 Agreement and this Amendment, the terms of this Amendment shall take precedence.
10. Owner acknowledges that the attached Exhibit "A" may be preliminary or incomplete and, accordingly, SBA may replace and substitute such Exhibit with an accurate survey and legal descriptions of the Site and easements and re-record this Amendment without obtaining the further approval of Owner. Following such re-recording, the descriptions of the Site and easements described therein shall serve as the descriptions for same for all purposes under the Amendment.
11. Owner represents and warrants to SBA that the Owner is the sole owner in fee simple title to the Site and easements and the Owner's interest under the Agreement and that consent or approval of no other person is necessary for the Owner to enter into this Amendment.
12. 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.
13. SBA 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:

OWNER:

GORDON COUNTY, A Georgia municipal corporation

Print Name: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Gordon County, a Georgia municipal corporation, on behalf of the corporation.

Notary Public

(NOTARY SEAL)

WITNESSES:

Print Name: _____

Print Name: _____

SBA:

SBA PROPERTIES, 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 _____, 2018, by Alyssa Houlihan, Vice President - Site Leasing of SBA Properties, 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)

EXHIBIT 'A'

Legal description to be incorporated upon receipt of final survey.

SITUATE IN THE 14TH DISTRICT AND 3RD SECTION OF THE COUNTY OF GORDON, AND STATE OF GEORGIA:

BEING A PART OF LAND LOT NO. 304 THEREOF CONTAINING 25.512 ACRES AND BEING FULLY AND COMPLETELY DESCRIBED ACCORDING TO A PLAT THEREOF PREPARED BY CARL F. FREEMAN, JR., SURVEYOR, OF DATE OCTOBER 15, 1969, A COPY OF SAID PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF SUPERIOR COURT OF GORDON COUNTY, GEORGIA, IN PLAT BOOK 5, AT PAGE 87.

**UNANIMOUS WRITTEN CONSENT
OF THE BOARD OF COMMISSIONERS OF
GORDON COUNTY**

The undersigned constitute all of the Commissioners of **Gordon County, a Georgia municipal corporation** (the "Corporation"). The undersigned hereby consent to, and adopt, the following preamble and resolutions by this instrument in lieu of a formal meeting of the Gordon County Board of Commissioners:

WHEREAS, the Gordon County Board of Commissioners on the ____ day of _____, 2018, duly adopted a resolution for an Amendment to PCS Site Agreement ("Amendment") on the property described in **Exhibit "A"** to SBA Properties, LLC, a Delaware limited liability company ("SBA"), to amend the PCS Site Agreement, dated January 15, 1999, as evidenced by that certain Memorandum of PCS Site Agreement, recorded February 25, 1999, in Book 598, Page 2, and ultimately assigned to SBA, successor by conversion to SBA Properties, Inc., a Florida corporation, pursuant to that certain Assignment and Assumption of Ground Lease, recorded May 4, 2000, in Book 670, Page 401, both recordings of the Deed Records of Gordon County, Georgia, as amended and assigned from time to time ("Agreement").

RESOLVED, that the Corporation shall be and is hereby authorized and directed to grant the Amendment, and in connection therewith _____, *[Signing Officer]* as _____ *[Title]* of the Corporation, is hereby authorized, empowered and directed to execute and deliver for, on behalf of, and in the name of the Corporation, the Amendment, and any and all documents in connection with the Agreement as _____, *[Title]* or the signing officer in his/her sole and absolute discretion deems to be in the best interests of the Corporation; and it is

RESOLVED, that _____ *[Signing Officer]* be and is hereby authorized to execute, in the name and on behalf of this Corporation, to take or cause to be taken, any and all actions necessary to enter into, execute, deliver and perform the Amendment and any and all documents and documentation (all of which are to be in form and substance as the person executing the same may deem necessary or desirable, the execution thereof by _____, *[Signing Officer]* is conclusive evidence of approval of such form and substance by _____, *[Signing Officer]* that may be required or contemplated under the terms of the Agreement and to do any and all things which in his/her discretion he/she may deem to be necessary or appropriate in connection with or in furtherance of the foregoing resolution; and it is

FURTHER RESOLVED, that the signature of _____, *[Signing Officer]* on the Amendment, and any other documents and instruments executed in connection therewith or pursuant thereto shall be conclusive evidence of his/her authority to execute and deliver such instruments or documents.

FURTHER RESOLVED, that all actions previously taken by the Corporation in connection with the Amendment, and the transactions contemplated by the foregoing resolution thereby be, and they hereby are adopted, ratified, confirmed and approved in all respects.

This document may be executed in two or more counterparts, each of which will be deemed an original and together, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned hereby affix their hands and seal effective as of this ____ day of _____, 2018.

Print Name:
Title:

Print Name:
Title:

Print Name:
Title:

Print Name:
Title:

Print Name:
Title:

EXHIBIT 'A'
Property

SITUATE IN THE 14TH DISTRICT AND 3RD SECTION OF THE COUNTY OF GORDON,
AND STATE OF GEORGIA:

BEING A PART OF LAND LOT NO. 304 THEREOF CONTAINING 25.512 ACRES AND
BEING FULLY AND COMPLETELY DESCRIBED ACCORDING TO A PLAT THEREOF
PREPARED BY CARL F. FREEMAN, JR., SURVEYOR, OF DATE OCTOBER 15, 1969, A
COPY OF SAID PLAT BEING RECORDED IN THE OFFICE OF THE CLERK OF
SUPERIOR COURT OF GORDON COUNTY, GEORGIA, IN PLAT BOOK 5, AT PAGE 87.

Keith King <kking@gordoncounty.org>

Hwy 53
SBA

:026201438

Thu, Aug 9, 2018 at 4:57 PM

@gordoncounty.org>
g>, Keith King <kking@gordoncounty.org>, Al Leonard

d this and call me with any questions, or concerns.

Nikki

**** Via Email ****

Re: Amendment to Lease Agreement

GA03280-A Highway 53 East

Dear Jim,

Attached please find the Amendment for the above mentioned site.

We ask that you **print four (4) original documents** (for Recording purpose **do NOT print double-sided**). When you execute the documents, please do not enter the date on the first page of these Amendments, as SBA will date them when we sign and they are fully executed.

Have all four (4) original documents **executed, witnessed by two (2) separate witnesses and notarized** and return to SBA using the attached prepaid FedEx Airwaybill as soon as possible. Once executed by SBA, we will return an original for your files.

Also, please return the and execute the enclosed Written Consent provided herein.

Please use **BLACK INK** when signing documents and do NOT use whiteout.

If you have any questions regarding the enclosed documents or instructions above, please feel free to contact your Real Estate Acquisition Specialist, Nikki Korval at 561.322.7786.

Thank You,

Nikki

Nikki Korval