

STATE OF GEORGIA )

COUNTY OF EFFINGHAM )

**FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT** (the “Amendment”) is made and entered into effective as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 (“Lessor”), and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“Lessee”).

**WITNESSETH:**

**WHEREAS**, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the “Lease”) with Powertel/Atlanta, Inc., a Delaware corporation (“Powertel”), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “Property”);

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto;

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “Original Term”) and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, the sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The Lease is hereby amended as follows:

(a) **Renewal Term**. Section 13 of the Lease is hereby amended such that in addition to and following the renewal terms currently set forth in Section 13, Lessee shall have the option to extend this Lease for four (4) additional five (5) year terms (each, a “Renewal Term”). If all such

options to extend are exercised, then the final expiration of the Lease shall occur on September 10, 2042.

(b) **Consideration.** Notwithstanding any provision of Section 14 of the Lease to the contrary and in lieu of any other increases in rent set forth in the Lease:

(i) Effective September 11, 2022, the annual rent shall increase to Eighteen Thousand One Hundred Fourteen and 97/100 Dollars (\$18,114.97).

(ii) Effective September 11, 2023 and on each anniversary of such date thereafter (the "Adjustment Date") and continuing for the duration of the Lease, including all renewals as provided in Section 13 thereof, the rent payable hereunder shall increase by four percent (4%) over the rent due in the immediately preceding lease year.

(c) **Notice.** Section 27 of the Lease is hereby amended to reflect the following notice address for Lessee:

Crown Castle Towers 06-2 LLC  
General Counsel  
Attn: Legal - Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

2. **SIGNING BONUS.** As additional consideration for the execution of this Amendment, Lessee shall pay to Lessor the sum of Thirty Thousand and No/100 Dollars (\$30,000.00) within sixty (60) days following the complete execution of this Amendment.

3. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease or the MOL and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Amendment.

(c) **IRS Form W-9.** Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Lessee. In the event the Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its

equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Representations and Warranties.** Lessor represents and warrants that:

(i) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

(ii) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

(iii) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Agreement as amended hereby.

(e) **Entire Agreement.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(f) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(g) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties have executed this First Amendment to Option and Lease Agreement on the day and year first written above.

**LESSOR:**

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

By: Wesley M. Corbitt  
Name: Wesley M. Corbitt  
Title: Chairman  
Date: 09/06/2022



ATTEST:

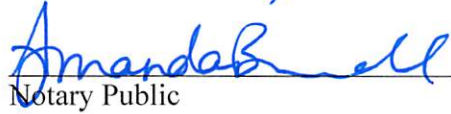
S. Johnson  
Clerk

APPROVED AS TO FORM:

[Signature]  
County Attorney

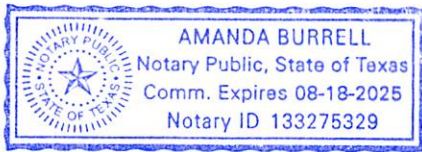
Signed, Sealed and  
Delivered in the Presence of:

  
Unofficial Witness

  
Notary Public

MY COMMISSION EXPIRES:

08/18/2025



**LESSEE:**

**CROWN CASTLE TOWERS 06-2 LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Name: Matthew Norwood  
Title: Sr. Manager Nat'l Transactions  
Date: September 1, 2022

## EXHIBIT A

### LEASE AREA

All that tract or parcel of land lying and being in the 11th G.M. District, Effingham County, Georgia and being more particularly described as follows:

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being the Point of Beginning; thence South 40 degrees 37 minutes 01 seconds East a distance of 17.50 feet to a point; thence South 49 degrees 22 minutes 59 seconds West a distance of 70.00 feet to a point; thence North 40 degrees 37 minutes 01 seconds West a distance of 70.00 feet to a point; thence North 49 degrees 22 minutes 59 seconds East a distance of 70.00 feet to a point; thence South 40 degrees 37 minutes 01 seconds East a distance of 52.50 feet to a point, said point being the same Point of Beginning.

The above described tract being 4,900 square feet, more or less.

### 35 FOOT ACCESS AND UTILITY EASEMENT

Commencing at the intersection of Highway 119 and Highway 21, thence North 20 degrees 07 minutes 25 seconds West a distance of 1476.76 feet to a point, said point being the Point of Beginning; thence South 49 degrees 22 minutes 59 seconds West a distance of 117.44 feet to a point, said point being on the subject Lease Area.

The above-described course being the centerline of a 35 feet access and utility easement, and being a portion of Effingham County property.

Recording Requested by and Return to:  
Crown Castle  
8020 Katy Freeway, Suite 900  
Houston, TX 77024  
Attn: CCRE Department

Cross Reference to:  
Book 580, Page 176  
Book 580, Page 189  
Effingham County, GA Records

**STATE OF GEORGIA                    )**  
  
**COUNTY OF EFFINGHAM            )**

**AGREEMENT AND MEMORANDUM OF  
FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“Memorandum”)** is entered into as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA**, having a mailing address of 804 S. Laurel St., Springfield, GA 31329 (“**Lessor**”), and **CROWN CASTLE TOWERS 06-2 LLC**, a Delaware limited liability company, successor by merger to Crown Castle PT Inc., a Delaware corporation, having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 (“**Lessee**”).

**W I T N E S S E T H:**

**WHEREAS**, Lessor entered into that Option and Lease Agreement dated June 9, 1998 (the “Lease”) with Powertel/Atlanta, Inc., a Delaware corporation (“Powertel”), as lessee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “Property”);

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated as of March 8, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Book 580, Page 176, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Jacksonville Towers, LLC, a Delaware limited liability company, which assumed all of Powertel’s rights, duties and obligations with respect thereto;

**WHEREAS**, pursuant to that Assignment and Assumption Agreement dated as of June 1, 1999 and recorded in the Office of the Clerk of the Superior Court of Effingham County,

Georgia, in Book 580, Page 189, Powertel Jacksonville Towers, LLC assigned all of its right, title and interest in, to and under the Lease to Lessee; and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate on September 10, 2022 (the “**Original Term**”); and

**WHEREAS**, effective as of the date of this Memorandum, Lessor and Lessee have amended the Lease and desire to acknowledge, confirm and make record of the above-referenced amendment.

**NOW, THEREFORE**, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Lease, as amended by that First Amendment to Option and Lease dated as of the date hereof (the “**Amendment**”):

**MEMORANDUM OF FIRST AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

Lessor: Board of Commissioners of Effingham County, Georgia, with a mailing address 804 S. Laurel St., Springfield, GA 31329.

Lessee: Crown Castle Towers 06-2 LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Dr., Canonsburg, PA 15317.

Property: The real property leased by Lessor to Lessee together with an easement for ingress and egress thereto is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of four (4) years, beginning on September 11, 1998.

Expiration Date: The first five (5) extensions terms of four (4) years each having been exercised, if not otherwise extended or renewed, the Lease shall expire on September 10, 2022.

Right to Extend or Renew: Lessee has four (4) remaining options to extend the Lease for successive periods of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on September 10, 2042.

Option to Purchase: No.



Right of First Refusal:

No.

All of the terms, provisions, covenants and agreements contained in the Lease, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**[Signatures appear on the following pages]**

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Option and Lease Agreement on the day and year first written above.

**LESSOR:**

**BOARD OF COMMISSIONERS OF  
EFFINGHAM COUNTY, GEORGIA**

By: Wesley M. Corbett  
Name: Wesley M. Corbett  
Title: Chairman  
Date: 09/06/2022



ATTEST:

S. Johnson  
Clerk

APPROVED AS TO FORM:

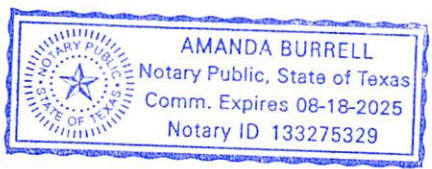
[Signature]  
County Attorney

Signed, Sealed and  
Delivered in the Presence of:

  
Unofficial Witness

  
Notary Public

MY COMMISSION EXPIRES: 08/18/2025



**LESSEE:**

**CROWN CASTLE TOWERS 06-2 LLC,**  
a Delaware limited liability company

By:  (SEAL)  
Name: Matthew Norwood  
Title: Sr. Manager Nat'l Transactions

## EXHIBIT "A"

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