AGENDA REPORT

MEETING DATE:	November 16, 2026	Regular
DEPARTMENT:	City Manager	Steven Krokoff, City Manager
SECTION OF AGENDA:	New Business	November 16, 2026
AGENDA ITEM TITLE:	Consideration of a Memorandum of Understanding regarding an Economic Development Project in Milton, Georgia, including assignment of the City's interest in that certain Purchase and Sale Agreement dated September 21, 2026, regarding the acquisition of the Verizon Place property.	
STATEMENT OF PURPOSE:	To establish the City and Development Authority responsibilities for acquiring Verizon Place, reserving park property, and managing economic development parcels.	
FINANCIAL IMPACT:	The City funds the $26,250,000 acquisition plus applicable costs. Net proceeds from future economic development parcel sales return to the City.	
RECOMMENDED ACTION:	Approve the MOU in the final form reviewed by the City Attorney and authorize the Mayor to execute it.	

Steven Krokoff
Steven Krokoff (Nov 12, 2026 17:17:43 EST)

EXECUTIVE SUMMARY:

The proposed Memorandum of Understanding establishes the respective responsibilities of the City and the Development Authority of Milton for acquiring and planning the approximately 51.32-acre Verizon Place property.

PURPOSE/BACKGROUND:

Under the MOU, the City would assign its interest in the previously approved purchase agreement to the Development Authority, which would complete the acquisition using funding provided by the City. The MOU establishes the framework for the Authority's role in the acquisition and subsequent ownership and management of the property.

STAFF ANALYSIS:

Following acquisition, the City and Authority would work together on a site development plan that reserves the acreage and locations the City determines are needed for its park and recreation project. Once those areas are defined to the City's satisfaction, the Authority would convey them to the City at no additional cost beyond the City's obligations under the MOU. The park property may consist of one or more tracts.

The remaining land would be available for complementary economic development managed by the Authority. Council would retain the final decision regarding the character of those development parcels. That decision would not constitute zoning approval or approval of a particular site development plan. Future development would proceed in accordance with a master plan and any associated zoning amendments separately approved by City Council, as applicable, and through the City's established development review procedures.

FINANCIAL IMPACT:

The City would provide the funds necessary to close the acquisition after reviewing and approving the final settlement statement. Assignment of the contract does not shift the acquisition's funding responsibility away from the City.

The contractual purchase price is $26,250,000, subject to applicable credits, prorations, and adjustments. Transaction costs and subsequent property expenses must also be addressed through the City's financial planning and applicable budget approvals.

Future sales of economic development parcels could offset a portion of the City's acquisition costs. Under the MOU, these parcels would be sold at fair market value, with all net proceeds, after deduction of the Authority's reasonable sale-related expenses, returned to the City within five business days following each closing. The timing of future sales and the amount of proceeds are not guaranteed.

ALTERNATIVES CONSIDERED:
Council may approve the MOU, request changes to the allocation of responsibilities, or retain the purchase agreement in the City's name and pursue another implementation structure.

LEGAL AND REGULATORY CONSIDERATIONS:
This arrangement provides a coordinated process for preserving land for public recreation while positioning other portions of the property for private investment. It does not select a developer, establish final parcel boundaries, or approve a specific development proposal.

OPERATIONAL IMPACT:
City and Authority staff would coordinate acquisition, the site development plan, identification and conveyance of park tracts, and disposition of economic development parcels. The City would retain authority over the decision to proceed with the acquisition, which is being considered under a separate agenda item. Implementation of the MOU would require ongoing coordination between the City and Authority, with future actions subject to applicable approvals.

COMMUNITY/STAKEHOLDER IMPACT:
The proposed structure reserves land for public recreation while allowing complementary private investment on the remaining property. Final development proposals would remain subject to the applicable City review and public processes.

STRATEGIC ALIGNMENT:
Aligns with Strategic Priority #2, Continue.smart.land.planning.to.keep.Milton.unique, and Strategic Priority #3, Acquire?manage?and.develop.public.land.and.resources.to.support.Milton's.high.quality.of.life, by supporting coordinated planning for future park, recreation, and economic development opportunities.

STAFF RECOMMENDATION:
Approve the Memorandum of Understanding in the final form reviewed by the City Attorney and authorize the Mayor to execute it, with implementation coordinated with the Development Authority's approval and the City's separate diligence decision.

REVIEWS & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – Bernadette Harvill
Bernadette Harvill (Nov 12, 2026 17:18:52 EST)
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – November 12, 2026
Concurrent Review: Stacey Inglis, Deputy City Manager – Stacey Inglis
Stacey Inglis (Nov 12, 2026 17:19:44 EST)

ATTACHMENTS:
Memorandum of Understanding regarding an Economic Development Project in Milton, Georgia
Exhibit A – Purchase and Sale Agreement

MEMORANDUM OF UNDERSTANDING
REGARDING AN ECONOMIC DEVELOPMENT PROJECT
IN MILTON, GEORGIA

This Memorandum of Understanding (the "Agreement") is made and entered into as of the ____ day of _____, 2026 ("Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a Georgia municipal corporation (hereinafter "City"), and the **DEVELOPMENT AUTHORITY OF MILTON**, an instrumentality of the State of Georgia and a public corporation (the "Authority"), collectively referred to herein as the "Parties".

W I T N E S S E T H:

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia permits the General Assembly to create development authorities, and the General Assembly enacted the Development Authorities Law, O.C.G.A. § 36-62-1 et seq.; and

WHEREAS, the Authority was created pursuant to the Development Authorities Law and, in accordance with O.C.G.A. § 36-62-4(c), activated by resolution of the Mayor and Council of the City; and

WHEREAS, pursuant to O.C.G.A. § 36-62-6(a)(3), the Authority has all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of the Development Authorities Law, including, the power to make and execute contracts and other instruments necessary to exercise the powers of the Authority, any of which contracts may be made with the City, and the City is authorized to enter into contracts with the Authority; and

WHEREAS, the Authority is authorized by general law to "acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as part of any project" and to "sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes" (*see* O.C.G.A. § 36-62-6); and

WHEREAS, the City is under contract to acquire certain Property (as defined herein) and desires to assign its rights under that certain Purchase and Sale Agreement dated September 21, 2026 (the "Purchase Contract"), a copy of which is attached hereto marked Exhibit A, to the Authority for the Authority to close said transaction and thereafter to use the Property or a portion of the Property in a "Project" as defined under the Development Authorities Law, in part, as real property acquired or held by the Authority for the assistance, promotion, establishment or development of a new industry or industries, or the assistance, promotion or expansion of existing industry, trade or commerce in the City of Milton (*see* O.C.G.A. § 36-62-2) and as such Project is more particularly described herein.

NOW, **THEREFORE**, for and in consideration of the mutual promises, the public purposes, and the acknowledgments and agreements contained herein, together with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

1. THE PROPERTY

Those certain parcels of land totaling 51.32 acres, more or less, located at Land Lots 1114, 1115, 1118, and 1119, 2nd District, 2nd Section in the City of Milton, Fulton County, Georgia, with assigned Fulton County Tax Parcel Number ("TPN") 22 544011140234 and TPN 22 544011150290, referred to as One, Two, and Three Verizon Place, Milton, Georgia 30004 (the "Property"), and being more particularly described in the Purchase Contract attached at Exhibit A.

2. ASSIGNMENT BY THE CITY; CONTINUED COOPERATION AND COORDINATION BETWEEN THE PARTIES

The City hereby assigns its interest in the Purchase Contract to the Authority, and the Authority accepts such assignment under the terms and conditions as herein stated. The Authority shall use the Property, in coordination with the City, in furtherance of the Project defined and described herein. The City shall coordinate all remaining due diligence regarding the acquisition of the Property under the terms of the Purchase Contract and shall retain the right, in its sole discretion, to determine whether a "Diligence Termination Notice" or a "Diligence Approval Notice" shall be delivered to the Seller in accordance with Section 5(c) of the Purchase Contract. If the Purchase Contract is terminated by a "Diligence Termination Notice," then this Agreement shall also automatically terminate.

If the Purchase Contract proceeds to Closing (as described in the Purchase Contract), following its review and approval of the final Settlement Statement, the City shall transfer all necessary funds into escrow to satisfy the obligations of the Buyer under the Settlement Statement and the City and the Authority shall cooperatively work together to complete the Closing of the Property purchase.

3. AUTHORITY REPRESENTATIONS

The Authority warrants that it is knowledgeable of, and shall adhere to, those general and local laws applicable to it and the disposition of real estate by a public body politic. To wit, the Authority has knowledge of its own enabling legislation, those pertinent portions of the Georgia Constitution, those ethical considerations of the City Ordinances, the Code of Ethics for Government Service (O.C.G.A. § 45-10-1), and the general laws defining the powers, duties, standards and limitations applicable to Development Authorities at O.C.G.A. § 36-62-1, *et seq*., and shall conduct all activities contemplated by and under this Agreement in full compliance with all such standards and obligations, and any other applicable legal requirements.

4. PROJECT REQUIREMENTS

a. Site Development; City Park Parcel. The Authority and the City (or designated representatives thereof) shall work cooperatively to finalize a Property site development plan that shall include acreage and location as directed by the City as needed for its separate park and recreation development project (the "City Park Parcel") and the remainder of the Property shall be available for economic development to be managed by the Authority. The City Park Parcel may be made up of a single tract of land or multiple tracts of land. Once the City Park Parcel is defined

to the satisfaction of the City, such tract or tracts of land shall be conveyed from the Authority to the City at no further cost or consideration of the City beyond its obligations under this Agreement.

b. Economic Development Parcels. The Authority shall use best efforts to complete the Project in a timely and efficient manner. In conjunction with the site development plan referenced above and the determination of the City Park Parcel, the remaining land shall be subdivided in a manner that best accomplishes the economic development goals established through coordination and cooperation between the Parties (the "Economic Development Parcels"). The development of the Economic Development Parcels is intended to be complimentary to the public park and recreational uses of the City Park Parcel; however, the final decision regarding the character of any of the Economic Development Parcels shall remain with the City Council as the local governing body of the City. Such City Council approval does not include (and shall not amount to) any zoning decision or approval of any particular site development plan, all of which will be processed through the City under standardized procedures and subject to all applicable state and local laws, regulations and policies.

c. Capital Return to City. The Economic Development Parcels, however subdivided, shall be sold for fair market value. Upon the sale of any portion of the Economic Development Parcels, all net proceeds recognized from such sale(s) shall be delivered from the Authority to the City within five (5) business days following the date of the Authority's closing thereon. As used herein, "net proceeds" shall mean all sale proceeds recognized from a sale of the Property, minus the reasonable costs and expenses incurred by the Authority in furtherance of such sale including, but not limited to, associated closing costs (if any).

5. MISCELLANEOUS ADDITIONAL TERMS

a. Good Faith. The Parties shall work together in good faith to implement this Agreement and facilitate the development and sale of the Property. The Parties shall consider in good faith any potential changes to this Agreement that may be reasonable in light of changes to market conditions.

b. Modification. This Agreement may be modified or amended only by a written document signed by representatives of both Parties with appropriate authorization.

c. Authority to Contract. The individual executing this Agreement on behalf of each Party covenants and declares that he/she has obtained all necessary approvals of its Mayor/City Council, board of directors, or similar authorities to simultaneously execute and bind the Party to the terms of this Agreement.

d. Assignment. Each Party covenants and agrees not to assign or transfer any interest in, nor delegate any duties of this Agreement, without the prior express written consent of the other Party.

e. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

f. Applicable Law. The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, or the applicable federal court for Fulton County.

g. Notices. All notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the party at the addresses given below, or at a substitute address previously furnished to the other party by written notice in accordance herewith:

NOTICE TO THE CITY shall be sent to:

City of Milton
Attn: Mayor
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO THE AUTHORITY shall be sent to:

Development Authority of Milton
Attn: Board Chairman
Milton City Hall
2006 Heritage Walk
Milton, Georgia 30004

h. Waiver of Agreement. No failure by a Party to enforce any right or power granted under this Agreement, or to insist upon strict compliance by the opposite Party with this Agreement, and no custom or practice of a Party at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the opposite Party's right to demand exact and strict compliance with the terms and conditions of this Agreement.

i. No Third-Party Rights. This Agreement shall be exclusively for the benefit of the Parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

j. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver of either Party's sovereign immunity or any individual's qualified good faith or official immunities.

(signature page follows)

IN WITNESS WHEREOF, the City and Authority have set their hands and seals as of the Effective Date first provided above.

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

ATTEST:

[CITY SEAL]

_____
Tammy Lowit, City Clerk

DEVELOPMENT AUTHORITY OF MILTON

By: _____
Jan Jacobus, Chairman

ATTEST:

[AUTHORITY SEAL]

_____
Board Secretary

EXHIBIT A

* * * * * * *

The mailing, delivery, or negotiation of the enclosed Purchase and Sale Agreement (the "**Purchase Agreement**") by Cellco Partnership or GTE Wireless LLC (collectively, "**Sellers**") or Sellers' broker, agent, or attorney, or by the City of Milton, Georgia ("**Buyer**") or Buyer's broker, agent, or attorney, shall not be deemed an offer by Sellers or Buyer, as the case may be, to enter into the Purchase Agreement. The Purchase Agreement will not be binding upon Sellers or Buyer, and neither Sellers nor Buyer will have any obligation or liability with respect thereto, unless and until Sellers and Buyer have executed and delivered the Purchase Agreement. Until such execution and delivery of the Purchase Agreement by Sellers and Buyer, Sellers or Buyer may terminate all negotiations and discussions of the subject matter thereof, without cause and for any reason, without recourse or liability.

* * * * * * *

PURCHASE AND SALE AGREEMENT

CELLCO PARTNERSHIP,
a Delaware general partnership,
and
GTE WIRELESS LLC,
a Delaware limited liability company,
successor by conversion to GTE Wireless Incorporated,
as **SELLERS**

and

THE CITY OF MILTON,
A Georgia municipal corporation
as **BUYER**

September 21, 2026

One, Two, and Three Verizon Place
Milton, Georgia 30004
(Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316)

PURCHASE AND SALE AGREEMENT

21st THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the day of September, 2026 (the "Agreement Date"), by and among CELLCO PARTNERSHIP, a Delaware general partnership ("Cellco"), GTE WIRELESS LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated ("GTE"; Cellco and GTE are individually and collectively, as the context may require, referred to in this Agreement as "Sellers"), and THE CITY OF MILTON, a Georgia municipal corporation ("Buyer").

RECITALS:

WHEREAS, Sellers desire to sell the Property (as hereinafter defined) to Buyer, and Buyer desires to purchase the Property from Sellers, all on and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual undertakings set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which Sellers and Buyer hereby acknowledge, Buyer and Sellers agree as follows:

1. Property Included in Sale; Post-Closing License; Antenna Easement.

(a) Purchase and Sale. Upon and subject to the terms and conditions set forth in this Agreement, Sellers agree to sell and convey to Buyer, without representation or warranty except as expressly set forth in this Agreement or in any documents delivered by Sellers at Closing, and Buyer agrees to purchase from Sellers, all of the following (collectively, the "Property"):

(i) Those certain parcels of land totaling 51.32 acres, more or less, located at Land Lots 1114, 1115, 1118, and 1119, 2nd District, 2nd Section in the City of Milton, Fulton County, Georgia, with assigned Fulton County Tax Parcel Number ("TPN") 22 544011140234 and TPN 22 544011150290, referred to as One, Two, and Three Verizon Place, Milton, Georgia 30004, and being more particularly described on Exhibit A attached hereto as Tract 1 and Tract 2 (the "Land");

(ii) All right, title, and interest of Sellers in and to all rights, privileges, and easements appurtenant to the Land, including, without limitation, all appurtenant rights to minerals, oil, gas, and other hydrocarbon substances as well as all development rights (to the extent transferrable), air rights, and water rights (including water stock, if any) relating to the Land and all easements, strips, gores, rights of way, or other appurtenances used in connection with the beneficial use and enjoyment of the Land;

(iii) All right, title, and interest of Sellers in and to all improvements and, to the extent constituting an interest in real property, fixtures located on the Land, including, without limitation, those certain multi-story buildings located on the Land (collectively, the "Buildings") and all other structures currently located on the Land (collectively, the "Improvements"; the Improvements and the Land are sometimes collectively referred to in this Agreement as the "Real Property"); and

(iv) All right, title and interest of Sellers, if any, in and to any award or payment made or to be made (x) for damage to the Real Property or any part thereof by reason of any change of grade or closing of any street, road, highway or avenue adjoining the applicable Land (except for a temporary closing of any street, road, highway or avenue occurring and ending prior to Closing), and (y) for any taking in condemnation or eminent domain of any part of the Real Property, in each case, subject to the provisions of Section 14 below.

(b) Excluded Property. Notwithstanding Section 1(a) above or any other provision to the contrary in this Agreement, the sale and purchase contemplated by this Agreement (and, accordingly, the term "Property") shall not include any of the following: (i) intellectual property rights of Sellers or their respective affiliates, including, without limitation, proprietary marks, tradenames, trademarks, service marks, distinctive designs, and logos used by or identifying Sellers, their respective affiliates, or Sellers' or their respective affiliates' respective business or products; (ii) any right or claim to a refund, reimbursement, or other payment relating to a period or occurrence prior to the Closing, including, without limitation, any real estate tax refund, subject to the prorations set forth in this Agreement; (iii) any claim or other right against any affiliate of Sellers; (iv) subject to the terms of the Post-Closing License (as defined in Section 1(c) below), any tangible personal property or trade fixtures located on or within the Real Property (including, without limitation, any tangible personal property or trade fixtures used for the conduct of Sellers' business); (v) any right, title, or interest that Sellers or their respective affiliates might have in the Property that are reflected in the public records or in any public roads or streets serving the Real Property relating to the operations of Sellers' or their respective affiliates' telecommunications business or by virtue of Sellers or their respective affiliates being a utility provider, including, without limitation, in and to any and all telephone and telecommunications equipment and related conduits and cabling related thereto; (vi) without limiting the generality of the immediately preceding clause (v), any communications facilities (including, without limitation, antennas, cables, conduits, pipes, and other equipment and related facilities) of Sellers or their respective affiliates located on or within the Real Property that will be maintained pursuant to the Antenna Easement (as defined in Section 1(d)(i) below); and (vii) any governmental permit, license, or approval belonging to Sellers pertaining to Sellers' or their respective affiliates' telecommunications business or any communications facilities (including, without limitation, antennas, cables, conduit, pipes, and other equipment and related facilities) of Sellers or their respective affiliates located on or within the Real Property that will be maintained pursuant to the Antenna Easement.

(c) Post-Closing License. Subject to Section 9(b)(iv) and Section 14(c) below, at Closing, and contemporaneous with the conveyance of the Property from Sellers to Buyer, Sellers and Buyer shall enter into a license agreement with respect to the Real Property, with Buyer as the "Licensor" thereunder and Sellers as the "Licensee(s)" thereunder, in substantially the form attached hereto as Exhibit B (the "Post-Closing License").

(d) Antenna Easement.

(i) In addition to the Post-Closing License, at Closing, and contemporaneous with the conveyance of the Property from Sellers to Buyer, Sellers (or Sellers' affiliated designee identified by written notice delivered to Buyer prior to the Closing) and Buyer shall enter into an easement agreement with respect to the Real Property, with Buyer as the

"Grantor" thereunder and Sellers (or such affiliated designee) as the "Grantee(s)" thereunder, in substantially the form attached hereto as Exhibit C (the "Antenna Easement").

(ii) As used in this Agreement: (a) the "Tower Location Easement Area" means the "Tower Location Easement Area" for purposes of the Antenna Easement; (b) the "Access Easement Area" means the "Access Easement Area" for purposes of the Antenna Easement; (c) the "Utility and Fiber Easement Area" means the "Utility and Fiber Easement Area" for purposes of the Antenna Easement; and (d) the "Temporary Easement Area" means the "Temporary Parcel" for purposes of the Antenna Easement.

(iii) Sellers and Buyer have tentatively approved the location of the Tower Location Easement Area, the Access Easement Area, the Utility and Fiber Easement Area, and the Temporary Easement Area, all as depicted on Exhibits "B" and "C" to the Antenna Easement. Sellers and Buyer may adjust the location of such easements by amendment to this Agreement executed and delivered prior to the Diligence Approval Date. If the parties fail to execute and deliver such amendment prior to the Diligence Approval Date, the location of such easements as depicted on Exhibits "B" and "C" to the Antenna Easement will be deemed the final agreed-upon location of such easements.

(iv) The parties acknowledge that Sellers must obtain certain permits, licenses, authorizations, and other approvals (including, without limitation, any permits, licenses, authorizations, and other approvals required pursuant to any restrictions of record and any federal, state, and local governmental permits, licenses, authorizations, and other approvals, including, without limitation, any necessary variances) for the construction and operation of antennas, related equipment and utilities, and other improvements, for the intended use of the Tower Location Easement Area, the Access Easement Area, the Utility and Fiber Easement Area, and the Temporary Easement Area in accordance with the Antenna Easement (each, a "Tower Approval" and collectively, "Tower Approvals"). As a material inducement to Sellers' execution of this Agreement, Buyer shall cause each Tower Approval, issuable administratively by the City of Milton or its departments or agencies, to be issued at Closing without conditions that in any way materially interfere with Sellers intended use of such easement areas or increase Sellers' cost of such use, and Buyer's failure to issue the Tower Approvals will constitute a Buyer default. In connection with Tower Approvals not issuable by the City of Milton, Buyer shall diligently cooperate with Sellers in Sellers' effort to obtain the Tower Approvals as promptly as possible.

(v) Buyer acknowledges that Sellers (or their affiliated designee) intend to use the Temporary Easement Area to install a temporary antenna (the "Temporary Antenna") that will maintain and improve existing cellular service to areas surrounding the Real Property. Notwithstanding anything to the contrary in this Agreement, Sellers may postpone the Closing Date one time for up to 120 days in the aggregate by delivering written notice thereof to Buyer at least ten Business Days prior to Closing in order cause the Temporary Antenna to be installed and made fully functional. Prior to the Closing, Sellers and Buyer shall cooperate to determine the precise location of any conduits, pipes, cables, and wires over the Property to the Temporary Easement Area, as contemplated in Section 18 of the Antenna Easement.

(vi) Sellers and Buyer hereby agree that any and all mortgages, deeds to secure debt, or other security instruments obtained by Buyer and encumbering the Property (or any

portion thereof) shall be subject, subordinate, and inferior to the Antenna Easement, and Sellers and Buyer shall jointly direct the Title Company (as defined in Section 2(a) below) to record the Antenna Easement immediately after the Deeds (as defined in Section 3 below) (and, without limiting the generality of the foregoing, prior to any mortgage, deed to secure debt, or other security instrument executed by Buyer in connection with the Closing).

2. Purchase Price; Deposit; Remedies.

(a) Purchase Price. The total purchase price payable by Buyer for the Property is $26,250,000.00 (the "Purchase Price"), subject to all prorations and adjustments provided herein. The Purchase Price is payable by wire transfer (via Fedwire) of immediately available funds in U.S. dollars, and must be delivered to First American Title Insurance Company, National Commercial Services, 666 Third Avenue, Fifth Floor, New York, NY 10017 (the "Title Company") by no later than 4:00 p.m. (Eastern Time) on the Closing Date, time being of the essence with respect thereto, to be held by the Title Company until the Closing. Buyer acknowledges that, although the approximate square footage of the Buildings and the approximate acreage or other area computation of the Land may have been used in marketing the Property, the Purchase Price is not based on the square footage of the Buildings or the area of the Land. Accordingly, the Purchase Price is not subject to adjustment if the actual size of the Buildings, the actual acreage or other area computation of the Land, or both, is different than previously stated. Sellers make no express or implied representation or warranty as to the actual square footage of the Buildings or the actual acreage or other area computation of the Land. Further, Buyer expressly acknowledges and agrees that Buyer's obligations to pay the Purchase Price and otherwise consummate the transactions contemplated by this Agreement are not in any way conditioned upon Buyer's ability to obtain financing of any type or nature whatsoever (whether by way of debt financing, equity investment, or otherwise).

(b) Earnest Money Deposit; Escrow Agreement.

(i) By not later than the date that is three Business Days after the Agreement Date, Buyer shall deposit into escrow with the Title Company an earnest money deposit equal to $100,000 (the "Initial Deposit"). If Buyer fails to timely deliver the Initial Deposit to the Title Company (time being of the essence with respect thereto), then, without limiting any other right or remedy available to Sellers on account thereof, Sellers may terminate this Agreement by written notice delivered to Buyer at any time prior to the delivery of the Initial Deposit to the Title Company.

(ii) By not later than the date that is three Business Days after the date the Diligence Approval Date (as defined in Section 5(c) below) is achieved, Buyer shall deposit into escrow with the Title Company an additional earnest money deposit equal to $500,000 (the "Second Deposit"). If Buyer fails to deliver the Second Deposit to the Title Company on or before the date that is three Business Days after the Diligence Approval Date (time being of the essence with respect thereto), then Sellers may terminate this Agreement by written notice delivered to Buyer at any time prior to the delivery of the Second Deposit to the Title Company, in which event the Initial Deposit shall be paid to Sellers as liquidated damages and this Agreement will automatically terminate and Sellers and Buyer shall thereupon be released from all obligations hereunder, except those that expressly survive termination of this Agreement.

(iii) Buyer shall pay the Initial Deposit and the Second Deposit by wire transfer (via Fedwire) of immediately available funds in U.S. dollars. The Initial Deposit and, to the extent delivered, the Second Deposit are collectively referred to as the "Deposit." The Deposit shall be held by the Title Company in a federally insured interest-bearing account and applied against the Purchase Price at Closing. Interest earned on the Deposit will be added to and deemed part of the Deposit and shall be distributed with the Deposit in accordance with the terms of this Agreement.

(iv) The Title Company shall pay a portion of the Deposit in the amount of $100.00 (the "Independent Consideration") to Sellers upon the earlier to occur of the Closing (in which event the Independent Consideration will be applied against the Purchase Price) or the termination of this Agreement for any reason whatsoever. The Independent Consideration constitutes bargained-for consideration for this Agreement and Buyer's rights under Section 5(c) and is expressly acknowledged to be adequate. The obligation of Buyer to pay the Independent Consideration to the Title Company, and the obligation of the Title Company to pay the same to Sellers, are unconditional, will control if there is a conflict with any other provision of this Agreement, and liability for a breach of such obligations will survive any termination of this Agreement.

(v) The Title Company shall hold, invest and disburse the Deposit in accordance with the terms of this Agreement and that certain Escrow Agreement, dated on or about the Agreement Date, among Buyer, Sellers and Title Company in the form attached hereto as Exhibit G (the "Escrow Agreement").

(c) Buyer Default. Buyer shall not be deemed to be in default under this Agreement unless Sellers deliver a written notice to Buyer of Buyer's alleged misrepresentation of any of Buyer's representations and warranties under this Agreement or Buyer's alleged failure to comply with any of Buyer's covenants or other obligations under this Agreement (which notice must state with particularity the alleged misrepresentation or failure of Buyer and the action required of Buyer to cure such alleged misrepresentation or failure), and, Buyer does not cure the alleged misrepresentation or failure within five Business Days after receipt of such written notice (and the Closing Date shall be delayed, if necessary, until the end of such five-Business Day period); *provided, however*, that neither a notice requirement nor an opportunity to cure will apply to Buyer's failure to timely deliver the items required in Section 9(c) below and to otherwise consummate the transactions contemplated under this Agreement on the Closing Date. If Buyer shall be in default under this Agreement which default has continued beyond the expiration of any applicable notice or cure period, then Sellers may terminate this Agreement by written notice to Buyer, in which event the Deposit shall be paid to Sellers as liquidated damages. Buyer acknowledges that the Deposit is a fair and reasonable amount to recompense Sellers for the costs incurred, and the labor and services performed, by Sellers in connection with entering into this Agreement, and for the loss of Sellers' bargain, all of which are extremely difficult and impracticable to precisely ascertain. The foregoing termination right and receipt of liquidated damages in the form of the Deposit shall constitute Sellers' sole and exclusive remedy, and Sellers and Buyer shall thereupon be released from all obligations hereunder, except those that expressly survive termination of this Agreement. Notwithstanding the foregoing provisions of this Section 2(c): (i) if the Closing is consummated, then Sellers shall have all rights and remedies available at law or in equity if Buyer fails to perform in any material respect any of its obligations

under this Agreement (or under the documents to be entered into by Buyer in connection with the Closing including the Antenna Easement and Post-Closing License) that survive the Closing; (ii) the foregoing liquidated damages will not limit Buyer's indemnification obligations under this Agreement, nor shall Buyer be entitled to credit or offset the Deposit (or any portion thereof) with respect thereto; (iii) the foregoing liquidated damages will not limit Buyer's confidentiality obligations under this Agreement; and (iv) in no event shall Buyer be liable to Sellers for, and Sellers hereby waive any right to seek or collect from Buyer, any consequential, punitive, treble, or exemplary damages (but this clause does not apply to Buyer's indemnification of Sellers under this Agreement from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages).

(d) Sellers Default. Sellers shall not be deemed to be in default under this Agreement unless Buyer delivers a written notice to Sellers of Sellers' alleged misrepresentation of any of Sellers' representations and warranties under this Agreement or Sellers' alleged failure to comply with any of Sellers' covenants or other obligations under this Agreement (which notice must state with particularity the alleged misrepresentation or failure of Sellers and the action required of Sellers to cure such alleged misrepresentation or failure), and Sellers do not cure the alleged misrepresentation or failure within five Business Days after receipt of such written notice (and the Closing Date shall be delayed, if necessary, until the end of such five-Business Day period); *provided, however*, that neither a notice requirement nor an opportunity to cure will apply to Sellers' failure to timely deliver the items required in Section 9(b) below and to otherwise consummate the transactions contemplated under this Agreement on the Closing Date. If Sellers shall be in default under this Agreement which default has continued beyond the expiration of any applicable notice or cure period, then Buyer's sole and exclusive remedy shall be either: (i) to terminate this Agreement by written notice to Sellers, in which event the Deposit shall be returned to Buyer, or (ii) enforce specific performance of Sellers' obligation to deliver the Deeds, the Post-Closing License and the Antenna Easement without any reduction in the Purchase Price; or (iii) close the transaction contemplated by this Agreement, thereby waiving such default. Unless, by not later than the date that is 60 days after the scheduled Closing Date (time being of the essence with respect thereto), Buyer commences an action for specific performance pursuant to clause (ii) above, Buyer shall be deemed to have elected the remedies provided in clause (i) above.

3. Title to the Property. At the Closing, Sellers shall convey to Buyer, and Buyer shall accept from Sellers, fee simple title to the Real Property (except as otherwise excluded pursuant to Section 1(b) above), subject to the Permitted Exceptions (as defined in Section 4(c) below) and free and clear of all rights of tenants, licensees, or others in possession of the Property (subject to the terms of the Post-Closing License and the Antenna Easement), by a duly executed and acknowledged limited warranty deed from each Seller in the form attached hereto as Exhibit E (the "Deeds" and each a "Deed").

4. Title and Survey Review.

(a) Title Documents. Buyer, at Buyer's sole cost and expense, shall cause (i) an ALTA Commitment for Title Insurance with respect to the Real Property (the "Title Commitment") to be prepared by the Title Company; and (ii) a survey of the Real Property certified to Sellers (if obtained, the "Survey") to be prepared by a surveyor licensed in the State of Georgia that carries the insurance required by Section 5(b)(x) below. Buyer shall cause a copy of

each of the Title Commitment and the Survey to be delivered to Sellers by no later than the date that is 60 days after the Agreement Date. The Title Commitment and the Survey are collectively referred to as the "Title Documents."

(b) Title Objections.

(i) By no later than the date that is 60 days after the Agreement Date (time being of the essence with respect thereto), Buyer may approve or disapprove (in its sole and absolute discretion) the Title Documents by delivering written notice to Sellers ("Buyer's Title Notice") specifying each title or survey defect or matter for which Buyer is requesting a cure by Sellers (each, a "Title Defect") and each Title Company requirement that Buyer is requesting Sellers to satisfy in order for the Title Policy (as defined in Section 7(d) below) to be issued at Closing (each, a "Title Requirement"). Except as provided in Section 4(d) below, any matters identified in or revealed by the Title Documents that are not specified in Buyer's Title Notice shall be deemed "Permitted Exceptions" hereunder. Buyer's failure to deliver Buyer's Title Notice to Sellers within the time period specified above shall be conclusively deemed Buyer's approval of the Title Documents (in which event, except as provided in Section 4(d) below, all matters identified in or revealed by the Title Documents will be deemed "Permitted Exceptions" hereunder), and this Agreement shall remain in full force and effect.

(ii) Within five Business Days after receiving Buyer's Title Notice, Sellers may deliver to Buyer written notice ("Sellers' Title Notice") of those Title Defects that Sellers agree to remove of record or otherwise cure to Buyer's satisfaction in its sole and absolute discretion, by the Closing Date and those Title Requirements that Sellers agree to satisfy by the Closing Date. Sellers' failure to deliver Sellers' Title Notice to Buyer within the time period specified above shall be deemed to constitute Sellers' election to neither remove of record or otherwise cure any such Title Defect nor satisfy any such Title Requirements. Time is of the essence for the delivery of Seller's Title Notice.

(iii) If Sellers elect (or are deemed to have elected) not to remove of record or otherwise cure to Buyer's satisfaction (as provided above) any Title Defects or not to satisfy any Title Requirements, then Buyer may, as its sole and exclusive remedy therefor, by written notice delivered to Sellers before 5:00 p.m. (Eastern Time) on the fifth Business Day after receiving Sellers' Title Notice either: (A) waive Buyer's Title Notice as to the Title Defects that Sellers have elected not to remove of record or otherwise cure to Buyer's satisfaction (as provided above) and those Title Requirements that Sellers have elected not to satisfy (all of which shall then be deemed "Permitted Exceptions" hereunder), in which event this Agreement shall remain in full force and effect and without any adjustment to the Purchase Price, or (B) terminate this Agreement, in which event the Deposit shall be returned to Buyer and thereupon no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. If Buyer fails to deliver such written notice within the period specified in the immediately preceding sentence (time being of the essence with respect thereto), then Buyer shall be deemed to have elected to terminate this Agreement in accordance with clause (B) above.

(c) Permitted Exceptions. The term "Permitted Exceptions" means: (i) all matters identified in or revealed by the Title Documents of which Buyer elects not to disapprove in Buyer's Title Notice and all Title Requirements and all Title Defects that Buyer waives or

accepts (or is deemed to have waived or accepted) in accordance with this Section 3; (ii) the Post-Closing License and the rights of Sellers thereunder; (iii) the Antenna Easement and the rights of Sellers (or their affiliated designee) thereunder; (iv) all existing and future liens of real estate taxes and assessments and water rates, water meter charges, water frontage charges, and sewer taxes, rents, and charges, if any, for the year in which the Closing occurs that are not due and payable at the Closing, provided that such items shall be apportioned as provided in this Agreement; (v) all local, state, and federal laws, ordinances, rules, and regulations, including, without limitation, building and zoning laws, ordinances, and regulations, as the same may now exist or may be hereafter modified, supplemented, or promulgated; and (vi) any matters affecting title created by any Buyer Party (as defined in Section 5(b) below). Additionally, if Buyer fails to obtain the Survey prior to the earlier to occur of the date of Buyer's Title Notice and the date on which Buyer's Title Notice was required to be delivered to Sellers (time being of the essence with respect thereto), then the term "Permitted Exceptions" will also include any encroachment, encumbrance, violation, variation, or adverse circumstance affecting title that would be disclosed by an accurate and complete land survey of the Land. Buyer will have no right to disapprove of those Permitted Exceptions described in the foregoing clauses (ii), (iii), (iv), (v), and (vi), or, if applicable, the immediately preceding sentence in Buyer's Title Notice.

(d) Must-Cure Title Defects. Notwithstanding anything contained in this Agreement to the contrary, Sellers shall be obligated to remove of record, at Sellers' expense, the following to the extent the same encumber the Real Property (or any portion thereof): (a) any deeds to secure debt, mortgages, or deeds of trust, in each case securing any financing obtained by Sellers (or either of them), and (b) any construction lien for work done by or on behalf of Sellers (or either of them) at the Real Property (each, a "Must-Cure Title Defect"). Notwithstanding anything to the contrary in this Agreement, Purchaser shall have no obligation to object to any Must-Cure Title Defect, and in no event shall any Must-Cure Title Defect constitute a Permitted Exception.

(e) Subsequent Title Matters. Buyer from time to time may notify Sellers in writing (a "Subsequent Title Matter Notice") of any objection to any matters affecting title to the Real Property first raised between the date of Buyer's Title Notice and the Closing Date by the Title Company in an update to the Title Commitment or, provided that Buyer obtained the Survey prior to the date of Buyer's Title Notice, on an update to the Survey (each, a "Subsequent Title Matter"); *provided, however*, that Buyer must deliver to Sellers the Subsequent Title Matter Notice no later than the earlier to occur of: (i) the date that is five Business Days after Buyer's receipt of such update to the Title Commitment or such update to the Survey disclosing the Subsequent Title Matter; and (ii) the Closing. Time is of the essence for the delivery of each such Subsequent Title Matter Notice. For the avoidance of doubt, if Buyer fails to obtain the Survey prior to the earlier to occur of the date of Buyer's Title Notice and the date on which Buyer's Title Notice was required to be delivered to Sellers, then there shall be no Subsequent Title Matters based on the Survey. With respect to any Subsequent Title Matters set forth in a Subsequent Title Matter Notice, Sellers shall have the same option to cure and Buyer shall have the same option to accept title subject to such Subsequent Title Matters or to terminate this Agreement as those that apply to Buyer's Title Notice by the date that is five Business Days after Buyer's receipt of such update to the Title Commitment or such update to the Survey disclosing the Subsequent Title Matter (in which case the originally scheduled Closing Date shall be extended to afford the entire five Business Day period after giving effect to any other extensions or adjournments of the originally scheduled Closing Date). If Sellers elect to attempt to cure any Subsequent Title Matters, then

Sellers may postpone the scheduled Closing Date for a reasonable period of time to effect such a cure, but in no event shall the postponement exceed 30 days after the originally scheduled Closing Date (after giving effect to any other extensions or adjournments of the originally scheduled Closing Date). If Buyer fails to provide a Subsequent Title Matter Notice within the time period specified above, then Buyer shall be deemed to have accepted the Subsequent Title Matter(s) and to have waived any right to terminate this Agreement pursuant to this Section 4(e), and each such Subsequent Title Matter(s) shall be deemed a "Permitted Exception" hereunder.

(f) Judgment Liens. Buyer acknowledges that Sellers, by virtue of the large scale of their respective business activities, are frequently named as a defendant in numerous lawsuits, some of which may result in judgments, which may, in turn, result in judgment liens affecting the Property, and which Sellers may be unable to vacate or otherwise satisfy or resolve prior to the Closing. All such judgment liens that affect the Property as of the effective date of the Title Commitment delivered by Buyer to Sellers pursuant to Section 4(a) above shall constitute Permitted Exceptions (and, accordingly, Buyer shall accept title to the Property subject thereto), provided that Sellers shall use commercially reasonable efforts to cause the Property to be released from any such judgment lien by Closing, failing which at Closing: (1) Sellers shall indemnify (x) the Title Company by an indemnity in the form of Exhibit F attached hereto and (y) Buyer at the Closing and future owners of all or any portion of the Property, by an indemnity agreement in such form as may be agreed upon by Buyer and Sellers, each acting in its reasonable, good faith discretion, against any loss arising from enforcement of any such judgment liens against the Property; and (2) as a consequence thereof the Title Company shall insure Buyer against enforcement of such judgment liens against the Property, as evidenced by the Title Company's (or such other title insurance company's) commitments to issue (which commitments may be evidenced by a closing protection letter or a "marked-up" copy of the Title Commitment and the lender's loan commitment), or willingness to commit to issue, the Title Policy without exception for such judgment liens.

5. Due Diligence.

(a) Property Documents. The parties acknowledge that, subject to the provisions of this Section 5(a), Sellers have heretofore made available, and, at Sellers' sole and absolute discretion, may in the future make available, to Buyer through the Internet, at the Property, or otherwise, solely as an accommodation to Buyer, copies of various documents (collectively, the "Documents") relating to the Property. The Documents include, without limitation, those certain documents made available through that certain "Virtual Deal Room" created by Sellers' Broker (as defined in Section 15(b) below). Although Sellers and their respective agents or representatives may have heretofore provided or may hereafter provide the Documents to Buyer, neither Sellers nor their respective agents or representatives shall be obligated to: (i) collect, provide, or compile the Documents or any other information to or for Buyer; (ii) deliver or make available to Buyer any particular Documents or information that may be in the possession or control of Sellers or their respective agents or representatives; or (iii) supplement any Documents or other information that may have been heretofore provided or that may hereafter be provided. Buyer acknowledges that Sellers make no (and expressly disclaim all) representations or warranties whatsoever as to any Documents or other information (including, without limitation, any verbal or written statements) delivered by or on behalf of Sellers to Buyer in connection with the purchase and sale of the Property (including, without limitation, as to the

accuracy or completeness of the Documents) or as to the land use, zoning, title, survey, property condition, environmental condition, or other physical aspects of the Property. Buyer acknowledges and agrees that any Documents and other information delivered by or on behalf of Sellers to Buyer in connection with the transactions contemplated by this Agreement are provided as a convenience only and that any reliance on or use of such Documents or other information by Buyer shall be at Buyer's sole risk. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that: (a) any environmental, zoning, property condition, title, survey, or other report (individually, a "Third Party Report" and collectively, "Third Party Reports") with respect to the Property that is delivered by Sellers or their respective agents or representatives to Buyer shall be without any representation or warranty; (b) Buyer shall not have any right to rely on any such Third Party Reports, but rather shall rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto; and (c) neither Sellers, any affiliate, agent, or representative of Sellers, nor the person or entity that prepared any such Third Party Reports (unless such person or entity has provided Buyer a reliance letter with respect to any of such Third Party Report) shall have any liability to Buyer for any inaccuracy in or omission from any such Third Party Reports. Buyer hereby acknowledges that Sellers have not made and do not make any representation or warranty regarding the truth, accuracy, or completeness of the Documents or the sources thereof (whether prepared by Sellers, Sellers' respective affiliates, Sellers' respective agents or representatives, or any other person or entity). Sellers have not undertaken any independent investigation or verification as to the truth, accuracy, or completeness of the Documents and are providing the Documents solely as an accommodation to Buyer. The provisions of this Section 5(a) shall survive the Closing.

(b) Property Inspection. Subject to the terms and conditions of this Section 5, during the period commencing on the Agreement Date and continuing thereafter through the earlier to occur of the Closing and the termination of this Agreement, Buyer; Buyer's employees, agents, consultants, contractors, and other representatives; and Buyer's prospective purchasers of all or a portion of the Property and their employees, agents, consultants, contractors, and other representatives (collectively with Buyer, the "Buyer Parties") shall have the right to inspect and investigate the Property and conduct such physical or environmental inspections, tests, evaluations, and assessments of the Property as Buyer deems reasonably necessary, appropriate, or prudent in connection with Buyer's acquisition of the Property (collectively, the "Investigations"); *provided, however*, that, subject to the following provisions, no invasive testing or sampling may be conducted by any Buyer Party at or upon the Property without Sellers' prior written consent in each instance, which consent will not be unreasonably withheld, conditioned, or delayed, as more particularly provided in Section 5(b)(iii) below. Subject to the terms and conditions of this Section 5(b), during the period commencing on the Agreement Date and continuing thereafter through the earlier to occur of the Closing and the termination of this Agreement, the Buyer Parties will be given reasonable, non-exclusive access to the Real Property (during normal business hours designated by Sellers and subject to Sellers' ongoing operational restrictions) solely for purposes of conducting the Investigations. For the avoidance of doubt, any right of Buyer to access, inspect, or investigate the Property, or to conduct the Investigations, after 5:00 p.m. (Eastern Time) on the Diligence Approval Date will not give rise to any due diligence

approval or due diligence termination right in favor of Buyer. The Buyer Parties' access to the Real Property and all Investigations shall be subject to the following:

(i) Buyer must provide to Sellers notice of the intention of any Buyer Party to enter upon all or any portion of the Real Property at least one Business Day prior to (and as a condition to) such intended entry, which notice must specify in reasonable detail the intended purpose of such entry, the Investigations contemplated to be made, and the names of all individuals that will enter onto all or any portion of the Real Property. Notwithstanding the requirements of Section 15(a) below, any notice by Buyer to Sellers delivered pursuant to this Section 5(b)(i) shall be sent solely via email to Brendon Chiu, at brendon.chiu@verizon.com, and to Jon Dunner, at jon.dunner@verizon.com, or to such other individual(s) or to such other email address(es) as Sellers may from time to time designate by giving notice in writing to Buyer pursuant to Section 15(a) below (collectively, "Sellers' Representatives"). Any such email notice by Buyer pursuant to this Section 5(b)(i) shall be deemed delivered upon receipt of confirmation of transmission of such email notice; *provided, however*, if such email notice is delivered after 5:00 p.m. (Eastern Time), then such email notice shall be deemed delivered on the next Business Day. As a condition to the effectiveness of any such email notice by Buyer pursuant to this Section 5(b)(i), **each such email notice must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the subject line of such email notice**.

(ii) At Sellers' option, one or more representatives of Sellers shall have an opportunity to be present for any entry onto all or any portion of the Real Property or inspection at or upon all or any portion of the Real Property by any Buyer Party provided any such entry or inspection may proceed if Sellers elect not to be present thereat. Sellers agree to cooperate with any reasonable request by Buyer in connection with the timing of any such entry onto the Real Property or all or any portion thereof or such inspection.

(iii) Buyer may conduct a "Phase I" Environmental Site Assessment to the extent the same is completed by a reputable and insured consultant licensed in the State of Georgia and who carries the insurance required below in this Section 5(b). Without limiting the generality of the initial paragraph of this Section 5(b) above, Buyer shall not (and Buyer shall ensure that the other Buyer Parties do not) conduct a "Phase II" Environmental Site Assessment or any other borings, excavations, demolitions, physical sampling, removal of equipment or improvements, or other invasive or intrusive investigations, sampling, or testing (collectively, "Invasive Tests"), without the prior written approval of Sellers in each instance, which approval will not be unreasonably withheld, conditioned, or delayed. Without limiting the other factors that Sellers may consider in determining whether to consent to any Invasive Test, it shall be deemed reasonable for Sellers to consider: (i) whether such Invasive Test was recommended after the performance of a non-invasive investigation; and (ii) the scope of the proposed Invasive Test, including its impact on Sellers' operations. If Buyer desires to perform any Invasive Tests, then Buyer shall simultaneously submit a plan (a "Work Plan") for such Invasive Tests for Sellers' review, which Work Plan will likewise be subject to Sellers' prior review and approval (such approval not to be unreasonably withheld, conditioned, or delayed). If a Buyer Party takes any sample from all or any portion of the Real Property in connection with any Invasive Test, then Sellers shall have the right, at Sellers' sole cost and expense, to cause a consultant retained by Sellers to obtain split samples. Buyer's sole and exclusive remedy for Sellers' failure or refusal to consent to any Invasive Test shall be termination of this Agreement by Buyer pursuant to

Section 5(c) below. While Buyer may request the right to perform Invasive Tests after the Diligence Approval Date, Buyer will have no right to terminate this Agreement for Sellers' failure or refusal to consent to any Invasive Test after the Diligence Approval Date.

(iv) If a Buyer Party undertakes any borings or other disturbances of all or any portion of the Real Property, or if a Buyer Party otherwise damages or disturbs all or any portion of the Real Property or all or any personal or other property owned or held by either or both of Sellers or any other person or entity during any Investigations or any entry upon all or any portion of the Real Property, then Buyer shall, at Buyer's sole cost and expense, promptly repair and restore the Real Property or such other property, as applicable, to substantially its condition as existed immediately prior to any such borings, disturbance, or damage, and such repair and restoration shall commence no later than ten Business Days after such boring, disturbance, or damage, and shall thereafter be diligently prosecuted to completion. Such repair and restoration shall be completed in a good and workmanlike manner, and free from defects and liens. Buyer's obligations under this Section 5(b)(iv) shall survive the Closing or any termination of this Agreement.

(v) In entering upon or inspecting all or any portion of the Real Property, the Buyer Parties shall not: (i) disturb in any material respect the employees of either or both of Sellers or interfere in any material respect with their use of all or any portion of the Real Property; (ii) interfere in any material respect with the operation and maintenance of all or any portion of the Real Property; (iii) damage all or any part of the Real Property or any personal or other property owned or held by either or both of Sellers or any other person or entity; (iv) injure or otherwise cause bodily harm to any person; or (v) cause or permit any liens, judgments, or other encumbrances to attach to the Real Property or any portion thereof by reason of the exercise of Buyer's rights under this Section 5(b) (and Buyer shall, at Buyer's sole cost and expense, promptly following written notice thereof by Sellers discharge of record any such liens, judgments, or other encumbrances that are so filed or recorded, which obligation shall survive the Closing or any termination of this Agreement.

(vi) Buyer shall, and Buyer shall cause the other Buyer Parties to: (i) comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the Investigations and all other activities undertaken in connection therewith; and (ii) take all actions and implement all protections reasonably necessary to ensure that the Investigations and the equipment, materials, and substances generated, used, or brought onto all or any portion of the Real Property in connection therewith, pose no threat to the safety or health of persons or the environment, and cause no damage to all or any portion of the Real Property or other property of either or both of Sellers.

(vii) All Investigations shall be completed at the sole risk, cost, and expense of Buyer. Buyer acknowledges and understands that Sellers make no representation or warranty whatsoever, express or implied, with respect to the physical condition of the Real Property, including, without limitation, any hazards or dangers found at the Real Property. Buyer hereby releases Sellers from any and all claims asserted against or incurred by Buyer that may arise from the Buyer Parties' access to or Investigations on the Real Property pursuant to this Agreement (which release shall survive the Closing and any termination of this Agreement); *provided, however*, that Buyer does not release Sellers for any actions by Sellers or any of the

Seller Parties (as hereinafter defined) that are determined to constitute negligent or willful acts or omissions.

(viii) Buyer shall not (and Buyer shall ensure that the other Buyer Parties do not) interview or otherwise communicate with the employees of either or both of Sellers unless such interviews or communications are approved in writing (which may include email) and coordinated through Sellers in advance, and Sellers shall have the opportunity to participate in any such interviews provided any such interview may proceed if Sellers elect not to be present at and participate in any such interview. If any such employee has any discussion with any Buyer Party (whether with or without Sellers' approval as contemplated herein), then no statement made by any such employee will be: (i) deemed a warranty or representation regarding such matter discussed; (ii) binding on either or both of Sellers; or (iii) relied upon by any Buyer Party.

(ix) Intentionally Omitted

(x) Buyer shall obtain and maintain in full force and effect, and Buyer shall cause each other Buyer Party entering upon the Real Property or any portion thereof to obtain and maintain in full force and effect, the following insurance meeting the requirements set forth below: (i) commercial general liability insurance (on an "occurrence" form) in an amount not less than $1,000,000 (or $2,000,000 with respect to Buyer) per occurrence for bodily injury and property damage and $2,000,000 general aggregate and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnity set forth in Section 5(b)(xi) below) covering any accident arising in connection with the presence or activities of the Buyer Parties on the Real Property or any portion thereof; (ii) automobile liability insurance (on an "occurrence" form) in an amount of not less than $1,000,000 (or $2,000,000 with respect to Buyer) combined single limit each accident for bodily injury and property damage covering all owned, non-owned, and hired vehicles; (iii) workers' compensation insurance in compliance with applicable statutory requirements; and (iv) employer's liability insurance with a limit of $1,000,000 each accident/disease/policy limit. Sellers shall be listed as additional insureds on each of the policies (except for the workers' compensation insurance policy) required by this Section 5(b)(x). Prior and as a condition to entry upon all or any portion of the Real Property, Buyer shall, and Buyer shall cause each other Buyer Party entering upon all or any portion of the Real Property to, deliver to Sellers a certificate of insurance verifying such coverage required in this Section 5(b)(x). Buyer's obligations under this Section 5(b)(x) will not limit Buyer's obligations elsewhere in this Agreement (including, without limitation, Buyer's indemnification obligations under Section 5(b)(xi) below). The policies for the insurance required in this Section 5(b)(x) must: (a) be issued by an insurance company licensed to do business in the State of Georgia with a current A.M. Best rating of A-/ VII or better; (b) not be subject to cancellation or amendment without the insurance company giving at least 30 days' prior written notice to Sellers (or 10 days' prior written notice if cancellation is due to nonpayment of premiums); (c) be written as primary policy coverage and not contributing with or in excess of any coverage that Sellers may carry (it being understood that any coverage that Sellers may carry will be deemed excess, non-contributory, and not co-primary with respect to the insurance carried by any Buyer Party); and (d) otherwise be reasonably acceptable to Sellers.

(xi) Buyer shall indemnify, defend, and hold Cellco, GTE, and each of their respective officers, directors, shareholders, employees, affiliates, representatives, and agents

(collectively, the "Seller Parties") harmless from and against any and all claims, causes of action, loss, injury, liability, damage, cost, or expense, including, without limitation, reasonable attorneys' fees and court costs, to the extent caused by: (i) any breach by any Buyer Party of this Agreement, (ii) any access to, entry upon, or activity conducted by any Buyer Party with respect to, or on, all or any portion of the Real Property, whether or not such access, entry, or activity is permitted by, in compliance with, or in violation of this Agreement; (iii) any lien, judgment, or other encumbrance, including, without limitation, contractor and judgment liens, filed or pending against all or any portion of the Real Property by any party having a claim against or through any Buyer Party; (iv) any violation of law associated with Buyer's or any other Buyer Party's activities on all or any portion of the Real Property; or (v) any claims, suits, actions, or the assertion of any other rights by or on behalf of any party alleging personal injury, property damage, interruption of business, nuisance, or any other allegation by reason of the exercise of Buyer's rights under this Section 5(b) (collectively, the "Claims"); *provided, however*, Buyer shall have no obligation under this Section 5(b)(xi) for Claims: (a) to the extent caused by Sellers' or the other Seller Parties' negligent or willful acts or omissions, or (b) caused by the mere discovery without exacerbation by any Buyer Party of any condition upon the Real Property. Buyer's obligations under this Section 5(b)(xi) shall survive following the Closing or any termination of this Agreement.

(c) Diligence Approval Date. At any time before 5:00 p.m. (Eastern Time) on the 60th day after the Agreement Date (the "Diligence Approval Date"), Buyer may, for any reason or no reason whatsoever, either: (i) deliver to Sellers written notice (a "Diligence Termination Notice") of Buyer's unconditional and irrevocable election to terminate this Agreement; or (ii) deliver to Sellers written notice (a "Diligence Approval Notice") of Buyer's unconditional and irrevocable election to waive its right to terminate this Agreement pursuant to this Section 5(c). If Buyer does not deliver to Sellers either a Diligence Termination Notice or a Diligence Approval Notice by 5:00 p.m. (Eastern Time) on the Diligence Approval Date (time being of the essence with respect thereto), then Buyer will be deemed to have delivered to Sellers a Diligence Termination Notice immediately prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date. Upon any actual or deemed delivery of a Diligence Termination Notice to Sellers, this Agreement will automatically terminate, Sellers and Buyer shall thereupon be released from all obligations hereunder (except those that expressly survive termination of this Agreement), and the Title Company, without any approval, release or other action being required of Seller, shall return to Buyer the Initial Deposit, less any escrow cancellation fees payable to the Title Company. If Buyer delivers to Sellers a Diligence Approval Notice prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date, then Buyer will have no further right to terminate this Agreement pursuant to this Section 5(c) (except as otherwise provided in Section 5(b)(iii)) and the Initial Deposit will be nonrefundable to Buyer except as otherwise expressly provided in this Agreement.

6. Intentionally omitted.

7. Buyer's Conditions to Closing. The following are conditions precedent (or conditions concurrent, with respect to matters to be satisfied at Closing) to Buyer's obligation to purchase the Property:

(a) Delivery by Sellers to the Title Company at or prior to Closing of all items required to be delivered by Sellers pursuant to Section 9(b) below;

(b) Performance by Sellers, as and when required by this Agreement, of each and every material term, covenant, condition, and agreement required to be performed by Sellers pursuant to this Agreement;

(c) All of the representations and warranties of Sellers contained in Section 10(a) of this Agreement are true and correct, in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date, excluding, however, any matter or change: (1) expressly permitted or expressly contemplated by the terms of this Agreement (including, without limitation, all Disclosures, as provided in Section 10(a) below), (2) actually known to Buyer (without giving effect to constructive knowledge) prior to 5:00 p.m. (Eastern Time) on the Diligence Approval Date, or (3) relating to condemnation proceedings commenced after the Agreement Date (which will be governed by Section 14(a) below); and

(d) The Title Company has unconditionally committed to issue (which commitment may be evidenced by a closing protection letter or a "marked-up" copy of the Title Commitment), or is willing to unconditionally commit to issue, upon or promptly following the Closing a current ALTA Owner's Policy of Title Insurance (the "Title Policy"), in the full amount of the Purchase Price, insuring title to the Real Property in Buyer, subject only to the Permitted Exceptions; *provided, however*, Buyer shall be deemed to have waived this condition in this Section 7(d) if this condition is not satisfied because of the actions or omissions of Buyer or because of the failure of a Title Company requirement set forth in the Title Commitment that Sellers have not agreed to satisfy in order for the Title Policy to be issued at Closing as provided in Section 4(b) above.

If any condition set forth above in this Section 7 is not satisfied on or before the Closing Date, and provided that Buyer is not otherwise in default of this Agreement, then Buyer may elect, at its sole discretion, either to (i) terminate this Agreement (subject to the notice and cure provisions set forth in Section 2(d), if applicable, if such failure was willfully caused by Sellers or is otherwise caused by Sellers' breach of their respective obligations under this Agreement) and receive a return of the Deposit, or (ii) waive satisfaction of the condition and close escrow, in either instance by giving written notice to Sellers. In the event of such termination where the failure of the condition was willfully caused by Sellers or is otherwise caused by Seller's breach of their respective obligations under this Agreement, Buyer's sole and exclusive remedies shall be those set forth in Section 2(d) above (subject to the notice and cure provisions set forth therein, if applicable). In the event of such termination, no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. The Closing pursuant to this Agreement shall be deemed a waiver by Buyer of all unfulfilled conditions benefitting Buyer.

8. Sellers' Conditions to Closing. The following conditions are conditions precedent (or conditions concurrent, with respect to matters to be satisfied at Closing) to Sellers' obligation to sell the Property:

(a) Delivery by Buyer to the Title Company at or prior to Closing of all items required to be delivered by Buyer pursuant to Section 9(c) below;

(b) Buyer has caused all Tower Approvals to be issued;

(c) Performance by Buyer, as and when required by this Agreement, of each and every material term, covenant, condition, and agreement required to be performed by Buyer pursuant to this Agreement; and

(d) All of the representations and warranties of Buyer contained in this Agreement are true and correct, in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date.

If any condition set forth above in this Section 8 is not satisfied on or before the Closing Date, and provided that Sellers are not otherwise in default of this Agreement, Sellers may elect, at their sole discretion, either to (i) terminate this Agreement (subject to the notice and cure provisions set forth in Section 2(c), if applicable, if such failure was willfully caused by Buyer or is otherwise caused by Buyer's breach of its obligations under this Agreement) or to waive satisfaction of the condition and close escrow, in either instance by giving written notice to Buyer. In the event of such termination, the Deposit shall be returned to Buyer (except as hereinafter provided), and thereupon no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement. Notwithstanding the foregoing, in the event of such termination where the failure of any condition was willfully caused by Buyer or is otherwise caused by Buyer's breach of its obligations under this Agreement, Sellers' sole and exclusive remedies shall be those set forth in Section 2(c) above (subject to the notice and cure provisions set forth therein, if applicable). The Closing pursuant to this Agreement shall be deemed a waiver by Sellers of all unfulfilled conditions benefitting Sellers.

9. The Closing.

(a) Closing.

(i) The closing under this Agreement (the "Closing") shall be held, and the delivery of all items to be made at the Closing under the terms of this Agreement shall be made, at the offices of the Title Company as described in Section 2(a) above, on or before **December 1, 2026** (or as may be extended pursuant to the express terms of this Agreement, the "Closing Date").

(ii) The Closing shall occur through an escrow with the Title Company, it being understood that neither Buyer nor Sellers nor their respective counsel need be physically present at the Closing. If the Closing does not occur on or before the Closing Date, then the Title Company shall, subject to the provisions of Section 2 (unless the Title Company is otherwise instructed by written direction from both Sellers and Buyer), return to the depositor thereof items that may have been deposited pursuant to this Agreement within five Business Days after the Closing Date. No such return shall, however, relieve any party hereto of any liability it may have for its wrongful failure to close.

(b) Sellers' Closing Deliveries. At or before the Closing, Sellers shall deliver into escrow with the Title Company the following:

(i) the Deeds executed and acknowledged by Sellers, which the Title Company shall cause to be recorded after the Closing;

(ii) a quitclaim deed executed and acknowledged by Sellers, in form acceptable for recording, of the type customarily used for commercial real estate transactions in the State of Georgia, quitclaiming to Buyer any and all interest that Sellers have in the Property using the metes and bounds description from the Survey, which the Title Company shall cause to be recorded after the Closing;

(iii) Subject to Section 9(b)(iv) and Section 14(c) below, a counterpart to the Post-Closing License executed by Sellers;

(iv) if Sellers determine that the Post-Closing License is not necessary, a counterpart of the Bill of Sale executed by Sellers in substantially the form attached to as Exhibit A to the Post-Closing License Agreement pertaining to personal property in and on the Real Property abandoned by Sellers;

(v) a counterpart to the Antenna Easement executed by Sellers (or their affiliated designee) which the Title Company shall cause to be recorded after the Closing;

(vi) a non-foreign certification with respect to each of Sellers (or Sellers' parent, if Sellers are a "disregarded entity" for federal income tax purposes) executed by Sellers;

(vii) a quitclaim assignment conveying, without representation or warranty unless otherwise expressly contained in this Agreement, all of Sellers' right, title and interest in and to all items as provided in Section 1(a)(iv) and Section 1(a)(v) above (except as otherwise excluded pursuant to Section 1(b) above) executed by Sellers;

(viii) a counterpart to the settlement statement prepared by the Title Company and approved by Buyer and Sellers (the "Settlement Statement") executed by Sellers;

(ix) a certification of the Secretary or Assistant Secretary of each of Sellers that the transactions contemplated in this Agreement have been duly authorized by such party and that the person or persons executing the Closing documents on behalf of such party has the full right, power, and authority to do so;

(x) an affidavit executed by Sellers that Sellers are (or Sellers' parent is, if Sellers are a "disregarded entity" for federal income tax purposes) a resident or "deemed resident" of Georgia as required by O.C.G.A. § 48-7-128, or, alternatively, a certificate of exemption from the state income withholding tax or an affidavit of gain or loss upon the sale of the Property as required by O.C.G.A. § 48-7-128, together with the amount of income withholding taxes (if any) required to be remitted to the Georgia Department of Revenue on account of the sale;

(xi) such transfer tax declarations or other similar documents required to be executed by Sellers in connection with the recordation of the Deeds;

(xii) proof reasonably satisfactory to the Title Company that any and all water bills associated with the Property have been paid in full through the Closing Date or that there is no water account with respect to the Property. For the sake of clarity, this requirement cannot be satisfied solely by the production of an affidavit from Sellers, but requires separate verification with the appropriate county, municipality and/or service providers to the extent that any such verification can be readily obtained;

(xiii) A certificate executed by Sellers affirming that all warranties and representations made by Sellers pursuant to Section 10(a) below are true and correct in all material respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality) as of the Closing Date; and

(xiv) a Certificate and Indemnity in the form attached as Exhibit F executed by Sellers.

Buyer may waive compliance on Sellers' part under any of the foregoing items by closing without such item.

(c) Buyer's Closing Deliveries. At or before the Closing, Buyer shall deliver into escrow with the Title Company the following:

(i) the Purchase Price, subject to adjustment to reflect the prior delivery of the Deposit, and any prorations, credits, fees, or additional charges set forth in this Agreement;

(ii) all Tower Approvals.

(iii) subject to Section 9(b)(iv) above and Section 14(c) below, a counterpart to the Post-Closing License executed by Buyer;

(iv) subject to Section 9(b)(iv) above and Section 14(c) below, a counterpart of the Bill of Sale in the form attached to as Exhibit A to the Post-Closing License Agreement pertaining to personal property in and on the Real Property abandoned by Sellers;

(v) a counterpart to the Antenna Easement executed by Buyer;

(vi) a certification of Buyer that the transactions contemplated in this Agreement have been duly authorized by Buyer and that the person or persons executing the Closing documents on behalf of Buyer each has the full right, power, and authority to do so together with such other evidence as is reasonably required by the Title Company evidencing the authority of Buyer and those individuals acting on behalf of Buyer to enter into this Agreement and consummate the transactions contemplated herein;

(vii) such transfer tax declarations or other similar documents required to be executed by Buyer in connection with the recordation of the Deeds and the quitclaim deed described in Section 9(a)(ii) above;

(viii) A certificate executed by Buyer affirming that all warranties and representations made by Buyer pursuant to Section 10(b) below are true and correct in all material

respects (but this is not intended to further qualify any representation or warranty which by its terms already is qualified by materiality), as of the Closing Date);

(ix) An affidavit of non-applicability of restriction on foreign ownership pursuant to O.C.G.A. § 2-1-7; and

(x) a counterpart to the Settlement Statement executed by Buyer.

Sellers may waive compliance on Buyer's part under any of the foregoing items by closing without such item.

(d) Prorations. In each proration set forth below, the portion thereof applicable to the period beginning at 12:01 a.m. (Eastern Time) on the day immediately following the Closing Date shall be credited to Buyer and the portion thereof applicable to the period ending at such time shall be credited to Sellers (such that expenses run to Buyer starting on the day immediately following the Closing Date). Prorations shall be calculated on the number of days in the applicable calendar year of the Closing Date and on the number of days in the applicable calendar month of the Closing Date.

(i) Taxes and Assessments. Real estate taxes and assessments imposed by any governmental authority (which shall be deemed to include any special assessments, which special assessments shall be calculated based on the longest permitted payment period) and affecting the Property for the tax year that occurs during the year of Closing (a "tax year" being the 12-month period for which taxes accrue, rather than the calendar year during which such taxes are payable) shall be prorated as of the Closing Date based on the most recent ascertainable assessed values and tax rates. Any such proration made with respect to a tax year for which the tax rate or assessed valuation, or both, have not yet been fixed shall be based upon the tax rate or assessed valuation last fixed, assuming a maximum early payment discount taken. Sellers shall receive a credit for any taxes and assessments paid by Sellers for the tax year during which the Closing Date occurs from the Closing Date to the end of the applicable tax year. All such real estate taxes and assessments shall be re-prorated by the parties upon the issuance of the final tax bills for the tax year in question (assuming a maximum early payment discount taken). All refunds or tax savings relating to real estate taxes and assessments: (x) shall inure to the benefit of Sellers if such refunds or tax savings relate to any period for which Sellers owned the Property; and (y) shall inure to the benefit of Buyer if such refunds or tax savings relate to any period for which Buyer owned the Property; *provided, however*, each party shall pay its proportionate share of the legal and consulting fees actually incurred in connection with any party's application for such refunds and tax savings, which proportionate share shall be based on the amount of tax refunds or tax savings received by each party.

(ii) Utility Charges and Deposits. Sellers shall arrange with utility companies for a billing for all utilities and services used up to the day of Closing, and Sellers shall pay the resultant bills. In the event any utility bills extend over periods beyond the Closing, then utility charges shall be prorated as of the Closing Date. Buyer shall take all steps reasonably necessary to effectuate the transfer of all utilities to Buyer's name as of the Closing Date, and, where necessary, Buyer shall post deposits with the utility companies. Sellers shall be entitled to recover any and all deposits posted by Sellers and held by any utility company as of the Closing

Date. Buyer and Sellers shall use good faith efforts to ensure that all utility meters are read as of the Closing Date.

(iii) Insurance. The property, casualty, and other insurance policies relating to the Property or any portion thereof shall be cancelled by Sellers as of the Closing Date and shall not, under any circumstances, be assigned to Buyer. All unearned premiums for fire and any additional hazard insurance premium or other insurance policy premiums with respect to the Property or any portion thereof shall be retained by Sellers.

(iv) Other Expenses. The following other items shall be adjusted, prorated, and credited for the calendar year in which the Closing occurs as applicable: (1) assignable license and permit fees with respect to licenses and permits (if any) assumed by Buyer; and (2) any assessments and dues or other amounts payable to any property association or pursuant to any declaration or other agreement encumbering the Real Property.

(v) Final Adjustments After Closing. If the actual amounts of prorations are not known as of Closing, the prorations will be made at Closing on the basis of the best evidence then available; thereafter, when actual figures are received, re-prorations will be made on the basis of the actual figures, and a final cash settlement will be made between Sellers and Buyer within ten Business Days or receipt of actual figures.

(vi) Survival. The terms of this Section 9(d) shall survive the Closing and delivery of the Deeds.

(e) Closing Costs. The costs incurred in this transaction shall be allocated as follows:

(i) Title Policy. Buyer shall pay the premiums and other charges for the Title Policy and for any endorsements to the Title Policy. Buyer shall also be responsible for all premiums and other charges for any lender's policy of title insurance (including, without limitation, the cost of any endorsements thereto) related to any financing procured by Buyer in connection with the transactions contemplated in this Agreement.

(ii) Transfer Taxes and Recording Fees. Sellers shall pay the cost of any transfer taxes payable in connection with the Deeds and shall pay any recording fees applicable to the Deeds, the Antenna Easement and the cure of any Title Defect. Buyer shall be responsible for all costs related to any financing procured by Buyer in connection with the transactions contemplated in this Agreement, including, without limitation, the cost of any intangible taxes and recording fees, taxes, or stamps applicable to any loan or deed to secure debt.

(iii) Survey. Buyer shall pay the cost of the Survey.

(iv) Escrow Fees. Buyer and Sellers shall each pay one-half of any escrow fees charged by the Title Company.

(v) Legal Fees. Each party shall pay its own legal fees and expenses, except as otherwise expressly provided in this Agreement.

(vi) Other Costs. Buyer and Sellers shall pay any brokerage fees in accordance with Section 15(b) below. All other costs of the Closing not addressed in this Section 9(e) shall be allocated between Buyer and Sellers as is customary in commercial transactions in Fulton County, Georgia.

10. Representations and Warranties.

(a) Sellers' Representations and Warranties. Sellers hereby represent and warrant to Buyer, as of the Agreement Date, as follows:

(i) GTE is a limited liability company duly organized and validly existing under the laws of the State of Delaware and is in good standing under the laws of the State of Delaware. Cellco is a general partnership validly existing under the laws of the State of Delaware.

(ii) Each of Sellers has all requisite right, power and authority and has obtained any and all consents (including, without limitation, any and all organizational consents) required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. Each of Sellers has no obligations or liabilities which could, individually or in the aggregate, adversely affect its ability to perform its obligations under this Agreement. This Agreement is duly authorized, executed, and delivered by Sellers, is the legal, valid, and binding obligations of Sellers, and does not violate any provisions of any agreement to which either of Sellers is a party or to which it is subject. All closing documents to be executed by Sellers that are to be delivered to Buyer at the Closing at the Closing will be duly authorized, executed, and delivered by Sellers, will be legal, valid, and binding obligations of Sellers, and will not violate any provisions of any agreement to which Sellers are a party or to which they are subject.

(iii) Except for that certain Building and Rooftop Lease Agreement between Cellco and Verizon Wireless (VAW) LLC (the "Affiliate Lease"), which Affiliate Lease shall be terminated as of the Closing (and, for the avoidance of doubt, Sellers shall be entitled to all rents thereunder without proration), (i) the Property is not subject to any leases nor to the claims of any third-party tenants in possession that would survive the Closing, and (ii) there exists no management, maintenance, operating, service, commission or similar contracts affecting the Property that will survive Closing.

(iv) Sellers: (1) are not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, Department of the Treasury ("OFAC"), or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order, or regulation (collectively, the "List"); and (2) are not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Sellers constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person (as hereinafter defined). Sellers have implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 10(a)(iv) remain true and correct at all times. The term "Embargoed Person" means any person, entity, or

government subject to trade restrictions under U.S. law, including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., The Trading with the Enemy Act, 50 U.S.C. App. 1 et seq., and any Executive Orders or regulations promulgated thereunder, with the result that the investment in, as to Sellers' representation and warranty in this Section 10(a)(iv), Sellers or, as to Buyer's representation and warranty in Section 10(b)(v) below, Buyer is prohibited by law. Sellers also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any direct interest in Sellers is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section 10(a)(iv) shall not apply to any person to the extent that such person's interest in Sellers is through a U.S. Publicly-Traded Entity. As used in this Agreement, "U.S. Publicly-Traded Entity" means an entity whose securities are listed on a national securities exchange, or quoted on an automated quotation system, in the United States, or a wholly-owned subsidiary of such an entity.

(v) To Sellers' Knowledge (as defined below), no litigation or condemnation proceedings are pending, or have been threatened in writing, relating to (i) the Property or any part thereof, or (ii) either of Sellers that, with respect to this clause (ii) only, if adversely determined, would individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or that would interfere in any material respect with the consummation of the transaction contemplated in this Agreement.

(vi) To Sellers' Knowledge, Sellers have not received any written notice from any governmental authority having jurisdiction over the Property, or any written third-party environmental or property condition report with respect to the Property providing, that the Property or any portion thereof fails to comply with any Environmental Laws that has not been cured. The term "Environmental Laws" means, collectively, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., as amended; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. 6901 et seq., as amended; the Clean Air Act ("CAA"), 42 U.S.C. 7401 et seq., as amended; the Clean Water Act ("CWA"), 33 U.S.C. 1251 et seq., as amended; and any other applicable law, ordinance, regulation, rule, order, or other determination of any governmental authority (whether federal, state, county, municipal, or other local authority) imposing liability or establishing standards of conduct concerning any hazardous, toxic, radioactive, biohazardous, or dangerous waste, substance, or materials, including, without limitation, any regulations adopted and publications promulgated with respect thereto.

(vii) Sellers are not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as defined in Section 1445(f)(3) of the Internal Revenue Code).

The foregoing representations and warranties of Sellers shall be in full force and effect on the Agreement Date. Such representations and warranties shall be deemed to have been reaffirmed and restated by Sellers as of the Closing Date, except for any material change in any of the foregoing representations or warranties or any material breach thereof (but this is not intended to further qualify any of the foregoing representations or warranties that by their terms already are qualified by materiality), that occurs and that is expressly disclosed by Sellers to Buyer in writing at any time and from time to time prior to the Closing (each a "Disclosure" and collectively, the "Disclosures"), which Disclosures shall thereafter be updated by Sellers prior to the Closing Date (and the affected representations and warranties shall at Closing be deemed updated by such Disclosures, subject to Buyer's termination right described below). Sellers agree to give prompt

written notice of any Disclosure to Buyer following Sellers' discovery of any material breach or change that would require a Disclosure. If any change in any of the foregoing representations or any breach of any of the foregoing warranties is a material change or breach, and Sellers do not cure such matter within 20 Business Days after Sellers' receipt of a written request from Buyer to do so, then, notwithstanding anything contained herein to the contrary, Buyer, at its sole option, and as its sole and exclusive remedy therefor, may either: (a) close and consummate the transaction contemplated by this Agreement, without reduction in the Purchase Price; or (b) terminate this Agreement by written notice to Sellers, whereupon the Title Company shall return the Deposit to Buyer and the parties shall have no rights or obligations hereunder, except for those that expressly survive any such termination. Such election shall be made by Buyer within five Business Days after receipt of notice from Sellers that Sellers have elected not to cure such material change or breach. Failure of Buyer to deliver to Sellers a notice of such election of Buyer within that five-Business Days period (time being of the essence with respect thereto) shall conclusively be deemed as Buyer having elected alternative (b) above (i.e., terminate this Agreement). The Closing Date shall be postponed if necessary to permit the full running of each such period described by this paragraph. Notwithstanding the foregoing: (1) in the event Sellers willfully caused the material change or breach or such material change or breach is otherwise caused by Sellers' breach of its obligations under this Agreement, then Sellers shall be in default hereunder and Buyer shall have the rights and remedies set forth in Section 2(d) hereof (subject to the applicable notice and cure periods set forth therein); and (2) any material change or breach relating to condemnation proceedings commenced after the Agreement Date shall be governed exclusively by Section 14 below.

The term "Sellers' Knowledge" means the actual, current, conscious knowledge (and not the implied or constructive knowledge), without any duty of investigation or inquiry, of the following persons (collectively, the "Knowledge Parties"): (i) with respect to Section 10(a)(v), Brendon Chiu; and (ii) with respect to Section 10(a)(vi), Jim Koruthu. Sellers represent and warrant to Buyer that, as of the Agreement Date, Brendon Chiu holds the title of "Associate Director of Real Estate Transactions" of Sellers or an affiliate (including, without limitation, a parent entity) of Sellers and Jim Koruthu holds the title of "Regional Lead for Environmental, Health, and Safety" of Sellers or an affiliate (including, without limitation, a parent entity) of Sellers. Without limiting the generality of the foregoing, Buyer acknowledges that the Knowledge Parties have not performed and are not obligated to perform any investigation or review of any files or other information in the possession of Sellers, or to make any inquiry of any persons, or to take any other actions in connection with the representations and warranties of Sellers set forth in this Agreement. Neither the actual, current, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Knowledge Parties or of any other individual or entity, shall be imputed to the Knowledge Parties. Buyer acknowledges that the Knowledge Parties are named herein solely for the purpose of defining and narrowing the scope of Sellers' knowledge and not for the purpose of imposing any liability on or creating any duties running from the Knowledge Parties to Buyer. There shall be no personal liability on the part of any Knowledge Party arising out of any representations, warranties, or covenants made herein or otherwise arising under this Agreement or in connection with the transactions contemplated hereunder, and Buyer covenants that it will bring no action of any kind against the Knowledge Parties related to or arising out of this Agreement, including, without limitation, the representations and warranties set forth in this Section 10(a). The provisions of this paragraph shall survive the Closing or any termination of this Agreement.

All representations and warranties made by Sellers in this Section 10(a) shall survive the Closing for a period of six months (the "Survival Period"). Buyer's notification of the specific nature of any claim arising from such representations and warranties must be received by Sellers in writing by no later than the last day of the Survival Period (time being of the essence with respect thereto), or such claim shall be forever barred and Sellers shall have no liability with respect thereto. If the Closing occurs, then the aggregate liability of Sellers with respect to all claims made by Buyer under this Section 10(a) or under any other obligation or covenant of Sellers in this Agreement that expressly survives Closing or under any of the documents delivered to Buyer at Closing shall not exceed an amount equal to two percent of the Purchase Price (the "Liability Cap"), nor shall Sellers have any liability for any claims hereunder or thereunder unless and until the aggregate amount of all such claims is equal to or greater than $50,000.00 (the "Liability Threshold"). If the Liability Threshold is met, then Sellers' liability will start from the first dollar without giving effect to such Liability Threshold (but Sellers' liability will remain subject to the Liability Cap). For the avoidance of doubt, Sellers are not required to escrow any of the sales proceeds hereunder to secure Sellers' potential liability under this Agreement. Notwithstanding the foregoing or anything to the contrary in this Agreement, (i) no misrepresentation by Sellers of the representations and warranties in clause (i), (ii), (iv) or (vii) shall be subject to the Survival Period, Liability Cap or Liability Threshold; and (ii) no representation or warranty made in this Agreement by Sellers shall survive the Closing (and Sellers shall have no liability or obligation) relative to any matters disclosed (and clearly identified) in the Documents or actually known to Steven Krokoff or other authorized representatives of Buyer, to be untrue or incorrect prior to or at the Closing (provided neither the actual, current, conscious knowledge of any other individual or entity, nor the constructive knowledge of any such individual shall be imputed to any such individual). Buyer further acknowledges Buyer has a right of investigation and inquiry in determining whether or not the Property is suitable for its purpose. The provisions of this paragraph shall survive the Closing.

(b) Buyer's Representations and Warranties. Buyer hereby represents and warrants to Sellers, as of the Agreement Date, as follows:

(i) Buyer is a municipal corporation, duly organized and validly existing under the laws of the state in which it was formed and is in good standing under the laws of its state or commonwealth of organization.

(ii) This Agreement and all documents executed by Buyer that are to be delivered to Sellers at Closing are (or at the Closing will be) duly authorized, executed, and delivered by Buyer, and are (or at the Closing will be) legal, valid, and binding obligations of Buyer, and do not (and at the Closing will not) violate any provisions of any agreement to which Buyer is a party or to which it is subject.

(iii) At the Closing, Buyer (or its permitted assignee) will furnish all of the funds for the purchase of the Property and such funds will not be from sources or properties derived from any unlawful activity by Buyer.

(iv) Buyer is a sophisticated investor with substantial experience in acquiring assets of the same class and type as the Property and has such knowledge and experience

in financial and business matters that Buyer is capable of evaluating the merits and risks of an acquisition of the Property.

(v) Buyer: (1) is not currently identified on the Specially Designated Nationals and Blocked Persons List maintained by OFAC or on any other List; and (2) is not a person or entity with whom a citizen of the United States is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or Executive Order of the President of the United States. None of the funds or other assets of Buyer constitute property of, or are beneficially owned, directly or indirectly, by any Embargoed Person. Buyer has implemented procedures, and will consistently apply those procedures, to ensure the foregoing representations and warranties in this Section 10(b)(v) remain true and correct at all times. Buyer also shall require, and shall take reasonable measures to ensure compliance with the requirement, that no person who owns any direct interest in Buyer is or shall be listed on any of the Lists or is or shall be an Embargoed Person. This Section 10(b)(v) shall not apply to any person to the extent that such person's interest in Buyer is through a U.S. Publicly-Traded Entity.

The foregoing representations and warranties shall be in full force and effect on the Agreement Date. Such representations and warranties shall be deemed reaffirmed and restated by Buyer as of the Closing Date.

11. Interim Covenants.

(a) Maintenance of Property. After the Agreement Date and through the Closing, Sellers shall use reasonable efforts to maintain the Property in a manner generally consistent with the manner in which Sellers have maintained the Property prior to and on the Agreement Date (subject to reasonable wear and tear and further subject to damage or destruction caused by casualty, condemnation, or other events beyond the reasonable control of Sellers, none of which Sellers will be required to repair); *provided, however*, that in no event shall Sellers be required to make any expenditures that are capital in nature. Sellers agree to cause all management, maintenance, operating, service, commission or similar contracts affecting the Property to be terminated such that neither Buyer nor the Property will be bound by such agreements from and after Closing.

(b) Sellers' Covenant Not to Encumber. After the Agreement Date and through the Closing, Sellers shall not voluntarily do any one or more of the following: (1) lease, or otherwise encumber the Property (or any part thereof), in each case in any manner that will survive Closing; (2) sell or otherwise dispose of the Property (or any part thereof), and in each case set forth in clause (1) – (2) above except: (i) as approved in writing by Buyer (in its sole and absolute discretion); (ii) as expressly provided in this Agreement; or (iii) for condemnation proceedings or conveyances in lieu thereof.

12. AS-IS CONDITION; RELEASE. IN CONSIDERATION OF SELLERS' ENTERING INTO THIS AGREEMENT AND AS AN INDUCEMENT TO SELLERS TO SELL THE PROPERTY, BUYER MAKES THE FOLLOWING REPRESENTATIONS, WARRANTIES, COVENANTS, WAIVERS, AGREEMENTS, ACKNOWLEDGEMENTS, AND RELEASES, EACH OF WHICH IS MATERIAL AND IS BEING RELIED UPON BY SELLERS. THE REPRESENTATIONS, WARRANTIES, COVENANTS, WAIVERS,

AGREEMENTS, ACKNOWLEDGEMENTS, AND RELEASES OF BUYER SET FORTH IN THIS SECTION 12 SHALL SURVIVE CLOSING AND SHALL NOT BE MERGED WITH THE DEEDS.

(a) AS-IS CONDITION. ON OR BEFORE THE DILIGENCE APPROVAL DATE, BUYER WILL HAVE INSPECTED AND APPROVED THE PHYSICAL, ENVIRONMENTAL, AND LEGAL CHARACTERISTICS AND CONDITION OF THE PROPERTY, AS WELL AS THE ECONOMIC CHARACTERISTICS OF THE PROPERTY. BUYER HEREBY WAIVES ANY AND ALL DEFECTS IN THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CHARACTERISTICS AND CONDITION OF THE PROPERTY THAT WOULD BE DISCLOSED BY SUCH INSPECTION. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER SELLERS NOR ANY OF SELLERS' RESPECTIVE OFFICERS OR DIRECTORS, NOR SELLERS' RESPECTIVE EMPLOYEES, AGENTS, BROKERS, REPRESENTATIVES, OR ANY OTHER PERSON OR ENTITY ACTING ON BEHALF OF SELLERS (HEREAFTER, FOR THE PURPOSE OF THIS SECTION 12, SUCH PERSONS AND ENTITIES ARE INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS THE "SELLERS"), EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, HAVE MADE ANY REPRESENTATIONS, WARRANTIES, OR AGREEMENTS (EXPRESS OR IMPLIED) BY OR ON BEHALF OF SELLERS AS TO ANY MATTERS CONCERNING THE PROPERTY, THE ECONOMIC RESULTS TO BE OBTAINED OR PREDICTED, OR THE CURRENT USE THEREOF OR THE SUITABILITY FOR BUYER'S INTENDED USE OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE FOLLOWING: SUITABILITY OF THE TOPOGRAPHY; THE AVAILABILITY OF WATER RIGHTS OR UTILITIES; THE PRESENT AND FUTURE ZONING, SUBDIVISION, AND ANY AND ALL OTHER LAND USE MATTERS; THE CONDITION OF THE SOIL, SUBSOIL, OR GROUNDWATER; THE PURPOSE(S) TO WHICH THE PROPERTY IS SUITED; DRAINAGE; FLOODING; ACCESS TO PUBLIC ROADS; OR PROPOSED ROUTES OF ROADS OR EXTENSIONS THEREOF. BUYER REPRESENTS, ACKNOWLEDGES, AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, THE PROPERTY IS TO BE PURCHASED, CONVEYED, AND ACCEPTED BY BUYER IN ITS PRESENT "AS IS" AND "WHERE IS" CONDITION "WITH ALL FAULTS," AND THAT NO PATENT OR LATENT DEFECT IN THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY, WHETHER OR NOT KNOWN OR DISCOVERED, SHALL AFFECT THE RIGHTS OF ANY PARTY HERETO. ANY DOCUMENTS FURNISHED TO BUYER BY SELLERS RELATING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, SERVICE AGREEMENTS, MANAGEMENT CONTRACTS, MAPS, SURVEYS, STUDIES, PRO FORMAS, REPORTS, AND OTHER INFORMATION, SHALL BE DEEMED FURNISHED AS A COURTESY TO BUYER BUT WITHOUT REPRESENTATION OR WARRANTY FROM SELLERS EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING. ALL WORK DONE IN CONNECTION WITH PREPARING THE PROPERTY FOR THE USES INTENDED BY BUYER, INCLUDING ANY AND ALL FEES, STUDIES, REPORTS, APPROVALS, PLANS, SURVEYS, AND PERMITS, AND ANY EXPENSES WHATSOEVER NECESSARY OR DESIRABLE IN CONNECTION WITH BUYER'S ACQUIRING, DEVELOPING, USING, OR

OPERATING THE PROPERTY, SHALL BE OBTAINED AND PAID FOR BY, AND SHALL BE THE SOLE RESPONSIBILITY OF, BUYER. BUYER HAS INVESTIGATED AND HAS KNOWLEDGE OF OPERATIVE AND PROPOSED GOVERNMENTAL LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, LAND USE LAWS AND REGULATIONS) TO WHICH THE PROPERTY MAY BE SUBJECT AND SHALL ACQUIRE THE PROPERTY UPON THE BASIS OF ITS REVIEW AND DETERMINATION OF THE APPLICABILITY AND EFFECT OF SUCH LAWS AND REGULATIONS. BUYER ACKNOWLEDGES AND AGREES THAT BUYER IS PURCHASING THE PROPERTY IN RELIANCE ON BUYER'S ABILITY TO MAKE ITS OWN INVESTIGATION OF THE PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL CONDITIONS OF THE PROPERTY, AND BUYER HAS NEITHER RECEIVED NOR RELIED UPON ANY REPRESENTATIONS OR WARRANTIES CONCERNING SUCH CONDITIONS FROM SELLERS, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING. BUYER ACKNOWLEDGES THAT BUYER WILL CONSIDER, INSPECT AND REVIEW TO BUYER'S SATISFACTION ALL PHYSICAL, ENVIRONMENTAL, ECONOMIC, AND LEGAL ASPECTS AND CONDITIONS OF THE PROPERTY, AND THAT BUYER WILL DECIDE WHETHER TO ACQUIRE THE PROPERTY ON THE BASIS OF BUYER'S OWN EVALUATION, WITHOUT THE BENEFIT OF ANY REPRESENTATION OR WARRANTY FROM SELLERS, EXCEPT AS MAY OTHERWISE BE EXPRESSLY PROVIDED IN SECTION 10(a) HEREIN OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, OR ANY OF SELLERS' RESPECTIVE AGENTS, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, OR REPRESENTATIVES.

(b) WAIVER OF CERTAIN CLAIMS AND RELEASE OF SELLERS. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, BUYER SHALL ASSUME THE FULL RISK OF ANY LOSS OR DAMAGE OCCASIONED BY ANY FACT, CIRCUMSTANCE, CONDITION, OR DEFECT PERTAINING TO THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE PRESENCE OF ANY ASBESTOS-CONTAINING MATERIAL, HAZARDOUS, TOXIC, OR RADIOACTIVE WASTE, SUBSTANCE, OR MATERIALS IN, ON, UNDER OR ABOUT THE PROPERTY, ANY CHEMICALS, POLLUTANTS, CONTAMINANTS, PESTICIDES, PETROLEUM, PETROLEUM PRODUCTS OR BY-PRODUCTS, RADIOACTIVE SUBSTANCES, SOLID WASTE, OR OTHER TOXIC WASTE, SUBSTANCE, OR MATERIAL REGULATED, LISTED, LIMITED OR PROHIBITED UNDER ANY ENVIRONMENTAL LAW OR ANY OTHER LOCAL, STATE OR FEDERAL LAW OR REGULATION, THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE, THE PHYSICAL CONDITION OF THE IMPROVEMENTS, THE PRESENT AND FUTURE CONDITION OF TITLE, ZONING AND LAND USE MATTERS, THE CONDITION OF THE SOIL AND GROUNDWATER, AND THE PURPOSE TO WHICH THE PROPERTY IS SUITED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10(a) OF THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING, BUYER HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES AND RELEASES SELLERS, AND ALL OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, LENDERS, AGENTS, AND EMPLOYEES, AND THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, HEIRS, AND ASSIGNS, AND EACH OF THEM

(INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY AND ALL RIGHTS AND CLAIMS AGAINST SELLERS AND THE RELEASED PARTIES WITH RESPECT TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONDITION, VALUATION, MARKETABILITY, OR UTILITY OF THE PROPERTY AND ANY RIGHTS OF BUYER UNDER THE STATE OR FEDERAL COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AS AMENDED FROM TIME TO TIME, OR SIMILAR LAWS). BUYER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVER AND RELEASE INCLUDES ALL RIGHTS AND CLAIMS OF BUYER AGAINST SELLERS AND THE RELEASED PARTIES PERTAINING TO THE PROPERTY (INCLUDING, WITHOUT LIMITATION, THE CONDITION, VALUATION, MARKETABILITY, AND UTILITY OF THE PROPERTY), WHETHER HERETOFORE OR NOW EXISTING OR HEREAFTER ARISING, OR WHICH COULD, MIGHT, OR MAY BE CLAIMED TO EXIST, OF WHATEVER KIND OR NATURE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, LIQUIDATED OR UNLIQUIDATED, EACH AS THOUGH FULLY SET FORTH HEREIN AT LENGTH, WHICH IN ANY WAY ARISE OUT OF, OR ARE CONNECTED WITH, OR RELATE TO, THE PROPERTY. THIS RELEASE INCLUDES CLAIMS OF WHICH BUYER IS CURRENTLY UNAWARE AND OF WHICH BUYER DOES NOT CURRENTLY SUSPECT TO EXIST, WHICH, IF KNOWN BY BUYER, WOULD MATERIALLY AFFECT BUYER'S RELEASE OF SELLERS OR THE RELEASED PARTIES. IN CONNECTION THEREWITH AND TO THE EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES, REPRESENTS, AND WARRANTS THAT BUYER REALIZES AND ACKNOWLEDGES THAT FACTUAL MATTERS NOW UNKNOWN TO IT MAY HAVE GIVEN, OR MAY HEREAFTER GIVE, RISE TO CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, AND EXPENSES THAT ARE CURRENTLY UNKNOWN, UNANTICIPATED, AND UNSUSPECTED, AND BUYER FURTHER AGREES, REPRESENTS, AND WARRANTS THAT THE WAIVERS AND RELEASES IN THIS SECTION 12 HAVE BEEN NEGOTIATED AND AGREED UPON IN LIGHT OF THAT REALIZATION AND THAT BUYER NEVERTHELESS HEREBY INTENDS TO RELEASE, DISCHARGE, AND ACQUIT SELLERS AND THE RELEASED PARTIES FROM ANY SUCH UNKNOWN CAUSES OF ACTION, CLAIMS, DEMANDS, DEBTS, CONTROVERSIES, DAMAGES, COSTS, LOSSES, AND EXPENSES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY DOCUMENTS DELIVERED BY SELLERS AT CLOSING.

THE PROVISIONS OF THIS SECTION 12 SHALL SURVIVE THE CLOSING.

13. Possession. Buyer shall have the right of possession of the Real Property on and after the Closing Date, subject only to the Permitted Exceptions (including, without limitation, the Post-Closing License [subject to Section 9(b)(iv) above and Section 14(c) below] and the Antenna Easement) and free and clear of all rights of tenants, licensees, or others in possession of the Property (subject to the terms of the Post-Closing License [subject to Section 9(b)(iv) above and Section 14(c) below] and the Antenna Easement).

14. Casualty and Condemnation.

(a) Casualty; Material Taking. Neither Sellers nor Buyer shall have any right to terminate this Agreement on account of any damage or destruction to the Property, or any part

thereof, occurring between the Agreement Date and the Closing Date (regardless of the cause of such damage or destruction, including, without limitation, fire, hurricane, storm, sinkhole or other subsidence, or other casualty), and this Agreement shall remain in full force and effect notwithstanding such damage or destruction (subject only to Section 14(c) below). For the avoidance of doubt and without limiting the generality of the foregoing, in the event of any damage or destruction to the Property, or any part thereof, occurring between the Agreement Date and the Closing Date: (i) Sellers will have no obligation to repair any such damage or destruction except as may be required by law or regulation or as may be reasonably necessary to protect the health and safety of contractors, licensees, guests and visitors to the Property; and (ii) any insurance proceeds payable under any property insurance policies maintained by Sellers with respect to the Property shall be payable to (and retained by) Sellers and there shall be no adjustment to the Purchase Price on account thereof. If, between the Agreement Date and the Closing Date, condemnation proceedings are commenced against the Real Property and such proceedings would result in a taking of (x) any road frontage of the Land (except for condemnation in connection with the installation of a sidewalk adjacent to any public road); (y) more than 5% of the aggregate area of the Land; or (z) more than $250,000 of aggregate land value of the Land (a "Material Taking"), then Buyer shall have the right, exercisable by giving written notice of such decision to Sellers within ten Business Days after receiving written notice of such condemnation proceedings, to either: (1) terminate this Agreement in its entirety, in which case no party hereto shall have any further obligations under this Agreement, except those that expressly survive termination of this Agreement; or (2) proceed with Closing as hereinafter described. Time is of the essence for Buyer's delivery of such termination notice. In the event of such termination, the Deposit shall be returned to Buyer, as Buyer's sole and exclusive remedy.

(b) Proceeding to Closing. If, between the Agreement Date and the Closing Date, condemnation proceedings are commenced against the Real Property but such proceedings would not result in a Material Taking, or if Buyer fails to timely terminate this Agreement as provided in Section 14(a) above (time being of the essence with respect thereto), then Buyer shall accept the Real Property in its then-current condition and proceed with the Closing with no reduction, offset, or abatement of the Purchase Price, and accept, as Buyer's sole recourse, payment or assignment (without any representation or warranty) of Sellers' right, title, and interest in any applicable condemnation awards. The Closing Date shall automatically be extended as may be necessary for the timeframes set forth in this Section 14 to run; *provided, however*, the Closing may occur prior to the final settlement and payment of condemnation proceeds, if applicable.

(c) Post-Closing License. If, between the Agreement Date and the Closing Date, (i) the Real Property, or any part thereof, is destroyed or damaged, or (ii) condemnation proceedings are commenced against the Real Property, or any part thereof, then Sellers may, in Sellers' sole discretion, determine that Sellers and Buyer shall not enter into the Post-Closing License at Closing, such determination to be made by written notice delivered to Buyer prior to the Closing. In the event of such determination by Sellers, Sellers) and Buyer will not enter into the Post-Closing License at Closing, and there shall be no adjustment to the Purchase Price on account thereof.

15. Miscellaneous.

(a) Notices. Except as otherwise expressly provided in Section 5(b)(i) above, any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to be an adequate and sufficient notice only if given in writing and delivery to the addresses set forth below (or such other address as any party may from time to time specify by notice to the other) is made either by (i) personal delivery, or (ii) nationally recognized overnight air courier service, next Business Day delivery, prepaid.

If to Sellers:

Cellco Partnership and GTE Wireless LLC c/o Verizon Global Real Estate 7701 E. Telecom Parkway Temple Terrace, Florida 33637 Mail Code: FLTDSB1W Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lease Administration	with a mandatory copy to: Cellco Partnership and GTE Wireless LLC c/o Verizon Global Real Estate One Verizon Way Basking Ridge, NJ 07920 Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lourdes Blanco, Esq.
	and: Holland & Knight LLP 100 North Tampa Street Suite 4100 Tampa, Florida 33602 Attn: Richard D. Eckhard, Esq.

As a condition to the effectiveness of any notice delivered to Sellers, (i) **each notice sent to Sellers must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the recipient's address as shown above**, and (ii) a copy of each notice sent to Sellers must be concurrently sent via email to vz.gre.leaseadmindocuments@verizon.com, jon.dunner@verizon.com, brendon.chiu@verizon.com, and lourdes.blanco@verizon.com.

If to Buyer:

City of Milton 2006 Heritage Walk Milton, Georgia 30004 Attn: Steven Krokoff	with a mandatory copy to: Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attn: Jeffrey M. Strickland, Esq.

Notice shall be deemed to have been delivered (x) upon actual delivery or refusal to accept delivery if hand-delivered in person; or (y) on the day such notice is deposited with a nationally recognized overnight air courier service in accordance with clause (ii) above. Notices given by Sellers' counsel on Sellers' behalf shall be deemed given by Sellers and notices given by Buyer's counsel on Buyer's behalf shall be deemed given by Buyer.

(b) Brokers and Finders. Each party represents and warrants to the others that such representing party has not had any contact or dealings regarding the Property, or any communication in connection with the subject matter of this transaction, through any licensed real estate broker, entity, agent, commission salesperson, or other person who will claim a right to compensation or a commission or finder's fee as a procuring cause of the purchase and sale contemplated in this Agreement, except for Major & Arroll, which represents Sellers ("Sellers' Broker"). If the Closing actually occurs, Sellers' Broker's commission shall be paid by Sellers pursuant to a separate written agreement between Sellers and Sellers' Broker. In the event of a claim for a broker's or finder's fee or commission in connection with the transactions contemplated by this Agreement, Sellers shall indemnify, defend, and hold harmless Buyer from the same if such claim is based upon any statement or agreement alleged to have been made by Sellers (including, without limitation, any such claim by Sellers' Broker), and Buyer shall indemnify, defend, and hold harmless Sellers from the same if such claim is based upon any statement or agreement alleged to have been made by Buyer. No commission shall be paid or become payable unless the Closing actually occurs. The provisions of this Section 15(b) shall survive Closing and any termination of this Agreement.

(c) Successors and Assigns. With the exception of an assignment by Buyer of its rights and obligations hereunder to a local development authority activated in accordance with O.C.G.A. § 36-62-1 (Development Authorities Law), Buyer's rights and obligations under this Agreement shall not be otherwise assignable (whether voluntarily or involuntarily, and whether by assignment, merger, consolidation, dissolution, operation of law, or any other manner).

(d) Amendments and Terminations. Except as otherwise provided in this Agreement, this Agreement may be amended or modified by, and only by, a written instrument executed by Sellers and Buyer.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia, without regard to choice of law rules thereof. The provisions of this Section 15(e) shall survive the Closing and any termination of this Agreement.

(f) Merger of Prior Agreements. This Agreement contain the entire agreement between Sellers and Buyer pertaining to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof, whether oral, implied, or written. No party hereto has made, and no party hereto is relying on or has been induced to execute this Agreement by, any promises, representations, communications, statements, assertions, declarations, omissions, agreements, arrangements, or understandings, whether oral, implied, or written, that are not fully expressed and set forth in this Agreement. Additionally, the consideration recited in this Agreement, the adequacy and sufficiency of which is hereby acknowledged, is the full, complete, and entire consideration for this Agreement.

(g) Enforcement. In the event a dispute arises concerning this Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this Agreement, including, without limitation, court costs and reasonable attorneys' fees. Notwithstanding anything contained in this Agreement

to the contrary, "attorneys' fees" and the phrases "reasonable attorneys' fees," "legal fees," "counsel fees," "reasonable legal fees," or words of similar import shall refer to reasonable attorneys' fees actually incurred, and not, for the avoidance of doubt, attorneys' fees calculated by reference to any statutory formula, including, without limitation, O.C.G.A. § 13-1-11. Buyer and Sellers both acknowledge each has been advised by counsel as to their respective rights, duties, and obligations in this Agreement and have had ample opportunity to negotiate same. Thus, both Buyer and Sellers acknowledge that any ambiguity in this Agreement should not be resolved against the drafter of this Agreement. The provisions of this Section 15(g) shall survive the Closing and any termination of this Agreement.

(h) Time of the Essence. Time is of the essence for the performance of all actions (including, without limitation, the giving of notices and the funding of money) required or permitted to be taken under this Agreement.

(i) Electronic Signatures; Counterparts. This Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

(j) Survivability. Except as otherwise provided in this Agreement, Sellers' covenants contained in this Agreement shall not survive the Closing of the purchase and sale and shall be deemed merged in the Deeds. In furtherance thereof, upon execution and delivery of the Deeds and the other closing documents, the representations, warranties, covenants, conditions, rights, liabilities, and obligations of Sellers under this Agreement shall expire and terminate without any further action by the parties, except where and to the extent that this Agreement expressly provides that any such representations, warranties, covenants, conditions, rights, liabilities, and obligations of Sellers survive the Closing, or to the extent expressly contained in the Deeds and the other documents or instruments executed and delivered at or after the Closing.

(k) No Recordation. Neither Sellers nor Buyer shall record this Agreement or any memorandum thereof in or among the land or chattel records of any jurisdiction.

(l) Proper Execution. The submission by Sellers to Buyer of this Agreement in unsigned form shall have no binding force and effect, shall not constitute an option, and shall not confer any rights upon Buyer or impose any obligations on Sellers irrespective of any reliance thereon, change of position, or partial performance, unless and until Buyer and Sellers shall have executed and delivered this Agreement.

(m) Computation of Time. The time in which any act is to be done under this Agreement is computed by excluding the first day, and including the last day, unless such last day is not a Business Day, in which event the period shall run until the next day that is a Business Day. Unless expressly indicated otherwise, (a) all references to time shall be deemed to refer to Eastern

Time; and (b) all time periods shall expire at 5:00 p.m. (Eastern Time). "Business Day" shall mean Monday through and including Friday, except for U.S. federal holidays or state holidays observed by the State of Georgia.

(n) Incorporation of Recitals and Exhibits. All recitals set forth in this Agreement and all schedules and exhibits attached and referred to in this Agreement are hereby incorporated herein as if fully set forth in (and shall be deemed to be a part of) this Agreement.

(o) Captions. The section headings appearing in this Agreement are for the convenience of reference only and are not intended to limit or define the text of any section or subsection thereof.

(p) Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall nonetheless remain in full force and effect.

(q) WAIVER OF JURY TRIAL. THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE PROVISIONS OF THIS SECTION 15(q) SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS AGREEMENT.

(r) No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the express parties hereto and, subject to any restrictions on assignment contained in this Agreement, their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third parties any right of subrogation or action over or against any party to this Agreement. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

(s) No Service Contracts. Sellers and Buyer acknowledge and agree that, at the Closing, Sellers will not be assigning, and Buyer will not be assuming, any of Sellers' service contracts or maintenance agreements relating to the Property.

(t) Confidentiality. Subject to the provisions of the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) and the Georgia Open Records Act (O.C.G.A. § 50-18-71 et seq.): All information acquired by any Buyer Party with respect to the Property, whether delivered by Sellers or any of their respective employees, agents, brokers, or other representatives before, on, or after the Agreement Date or obtained by a Buyer Party as a result of its inspection of the Property or otherwise, including without limitation, (a) an offering memorandum and various other written materials, legal instruments, financial information, environmental studies and reports, surveys and other data and materials concerning the Property, (b) any oral discussions regarding the Property, and (c) information acquired through a visit to the Property, including, without limitation, any photographs or video that may be taken during any such site visit (collectively, "Inspection Material") shall be used solely for the purpose of determining whether or not the

Property is suitable for Buyer's purpose and for no other reason. Buyer acknowledges that none of Sellers or their affiliates, or Sellers' broker or its affiliates, or any of their respective partners, agents, employees, or other representatives, makes any express or implied representation or warranty as to the accuracy or completeness of the Inspection Material, and each such party expressly disclaims any and all liability that may be based on the Inspection Material, errors therein, and omissions therefrom. Buyer agrees to rely solely on its own independent investigation, analysis, appraisal, and evaluation of the facts and circumstances concerning the Property.

All Inspection Material shall be kept in strict confidence and shall not be disclosed to any individual or entity other than those Buyer Parties and those Related Parties who need to know the information for the purpose of assisting Buyer in making such determination. "Related Parties" means Buyer's lenders, prospective lenders, prospective investors, partners, advisors, outside counsel, and accountants and Buyer's prospective purchasers of all or a portion of the Property. Buyer shall indemnify, protect, defend, and hold Sellers harmless from and against any and all claim, loss, liability, cost, damage, or expense (including, without limitation, reasonable attorneys' fees) that Sellers may suffer or incur as a result of the disclosure of any Inspection Material to any individual or entity other than an appropriate Buyer Party or the use of any Inspection Material by any Buyer Party for any purpose other than as permitted in this Section 15(t); provided Buyer shall have no obligation under this Section 15(t) for any claim, loss, liability, cost, damage, or expense to the extent such disclosure or use was caused by negligent or willful acts or omissions of Sellers or any of their respective employees, agents, brokers, or other representatives. If Buyer elects to terminate this Agreement or if the Closing fails to take place for any other reason whatsoever, Buyer shall, promptly following Sellers' written request therefor, deliver to Sellers all Inspection Material in the possession of any Buyer Party or any Related Parties (or destroy all copies, notes or extracts thereof) and, unless such termination was due to Sellers' default, shall deliver to Sellers, without representation or warranty by Buyer, copies of all non-privileged third party analyses, compilations, studies, reports, surveys, contracts, leases, correspondence, governmental filings, or other documents prepared for and received by Buyer (whether in written form or contained in database or other similar form) regarding or relating to the Property or the transaction contemplated by this Agreement or containing or reflecting any Inspection Material. Buyer shall be responsible for compliance and any breach of this Section 15(t) by any Buyer Party or Related Parties and any other persons or entities who have been provided Evaluation Material by any Buyer Party or Related Parties, whether or not in accordance with this Section. Buyer shall not copy or duplicate any Inspection Material other than for purposes permitted hereunder. Notwithstanding anything herein to the contrary, neither any Buyer Party nor any Related Parties shall be required to destroy electronically-stored Inspection Material to the extent such Inspection Material must be retained to comply with regulatory, administrative or legal obligations, or which may be maintained as archive copies on such party's disaster recovery or information technology backup systems. In the event of a breach or threatened breach by Buyer or any other Buyer Party of this Section 15(t), Sellers shall be entitled to an injunction restraining Buyer or such other Buyer Party from disclosing, in whole or in part, any Inspection Material. Nothing herein shall be construed as prohibiting Sellers from pursuing any other available remedy at law or in equity for such breach or threatened breach. No party hereto shall not make a public disclosure of the existence of this Agreement or of the terms of this Agreement, without the prior written consent of the other parties hereto in each instance. The provisions of this Section 15(t) shall survive the Closing and any termination of this Agreement for a period of one year. The Parties acknowledge and agree that the provisions of this Section 15(t) are only applicable and enforceable to the extent they do not

conflict with any applicable requirements of the Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et seq.) or the Georgia Open Records Act (O.C.G.A. § 50-18-71 et seq.)

16. Single Seller. Notwithstanding anything to the contrary in this Agreement, for all purposes under this Agreement, despite owning different portions of the Property, the parties agree that, for purposes of this Agreement, (i) Sellers shall act and be treated at all times as a single seller of the Property, and the vote, action or consent of one Seller hereunder at all times shall constitute the vote, action or consent of both Sellers hereunder; and (ii) all obligations of Sellers hereunder shall be joint and several.

17. Sovereign Immunity. Nothing contained in this Agreement shall be construed to be a waiver or operate as a waiver of Buyer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of this Agreement requiring the Buyer to indemnify the Sellers is only valid to the extent allowed by Georgia law.

[Signatures commence on the next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

SELLERS:

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Nicole Defuria Nicholson,
Vice President-Real Estate

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Nicole Defuria Nicholson,
Vice President-Real Estate

BUYER:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

JOINDER OF THE TITLE COMPANY

The Title Company hereby joins in the execution of the Agreement and agrees to accept, hold, and return the Deposit, and disburse any other funds received under the Agreement, in accordance with the provisions of such Agreement. The Title Company shall only be bound to those provisions of the Agreement relating to title insurance, the Deposit, the Escrow Agreement, and the Closing escrow.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: Anthony Moretta, Esq.
Title: Senior Underwriting Counsel

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Tract 1:

All that tract or parcel of land lying and being in Land Lots #1114, #1115, #1118 and #1119, 2nd District, 2nd Section, Fulton County, Georgia, and being the same property shown on plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor #2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, and being more particularly described as follows:

To find the point of beginning, commence at the common corners of Land Lots #1113, #1114, #1119 and #1120, running thence South 89°10'31" East 588.68 feet along the common land Lot line of #1114 and #1119 to an iron pin set on the easterly right-of-way of proposed Deerfield Parkway (100' R/W) and said point being the true point of beginning;

Thence, North 24°29'49" West 240.35 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set; thence, along a curve to the right having a radius of 663.61 feet an arc length of 1155.24 feet, being subtended by a chord of North 25°22'30" East for a distance of 1014.79 feet along said right-of-way to an iron pin set;
Thence, North 75°14'48" East 270.60 feet to an iron pin set;
Thence, 75°14'48" East 199.68 feet to an iron pin set;
Thence, leaving said right-of-way following the centerline creek South 44°13'26" East 76.59 feet to a point;
Thence, following said creek South 55°05'41" East 44.51 feet to a point;
Thence, following said creek South 65°10'20" East 78.76 feet to a point;
Thence, following said creek South 61°25'43" East 79.56 feet to a point;
Thence, following said creek South 46°48'17" East 204.03 feet to a point;
Thence, following said creek South 12°55'44" East 26.98 feet to a point;
Thence, following said creek South 43°29'29" East 57.63 feet to a point;
Thence, following said creek South 59°21'19" East 27.06 feet to a point;
Thence, following said creek South 09°19'59" East 15.44 feet to a point;
Thence, following said creek South 05°15'18" West 86.90 feet to a point;
Thence, following said creek South 25°33'55" West 16.91 feet to a point;
Thence, following said creek South 03°45'03" West 39.05 feet to an iron pin set at the intersection of centerline of creek and the proposed 1034' contour the low water mark of proposed lake;
Thence, following the proposed low water mark of said lake North 74°03'55" West 66.69 feet to a point;
Thence, following the proposed low water mark of said lake South 81°15'56" West 36.28 feet to a point;

[CONTINUES ON FOLLOWING PAGE]

Thence, following the proposed low water mark of said lake South 87°03'05" West 15.72 feet to a point;
Thence, following the proposed low water mark of said lake South 72°44'36" West 22.47 feet to a point;
Thence, following the proposed low water mark of said lake South 63°15'36" West 16.45 feet to a point;
Thence, following the proposed low water mark of said lake South 24°24'35" East 32.30 feet to a point;
Thence, following the proposed low water mark of said lake South 70°03'45" West 9.24 feet to a point;
Thence, following the proposed low water mark of said lake South 14°59'29" East 19.17 feet to a point;
Thence, following the proposed low water mark of said lake North 76°26'08" East 9.47 feet to a point;
Thence, following the proposed low water mark of said lake South 08°43'14" East 37.68 feet to a point;
Thence, following the proposed low water mark of said lake South 00°08'08" West 32.26 feet to a point;
Thence, following the proposed low water mark of said lake South 09°06'55" West 23.63 feet to a point;
Thence, following the proposed low water mark of said lake South 82°24'53" East 29.77 feet to a point;
Thence, following the proposed low water mark of said lake South 73°44'20" East 41.15 feet to a point;
Thence, following the proposed low water mark of said lake South 61°50'09" East 20.82 feet to a point;
Thence, following the proposed low water mark of said lake North 82°16'41" East 67.97 feet to a point;
Thence, following the proposed low water mark of said lake North 53°23'21" East 11.94 feet to a point;
Thence, following the proposed low water mark of said lake South 37°12'02" East 49.07 feet to a point;
Thence, following the proposed low water mark of said lake South 10°28'30" West 64.73 feet to a point;
Thence, following the proposed low water mark of said lake South 48°11'42" East 61.54 feet to a point;
Thence, following the proposed low water mark of said lake South 14°53'24" East 54.78 feet to a point;
Thence, following the proposed low water mark of said lake South 72°28'20" East 11.78 feet to an iron pin set;
Thence , leaving said lake South 18°29'02" West 254.14 feet to an iron pin set;
Thence South 35°12'21" West 280.00 feet to an iron pin set;
Thence, South 06°18'56" East 281.24 feet to an iron pin set at the right-of-way of proposed Morris Road Extension (100' R/W);

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Thence, along a curve to the right having a radius of 900.00 feet and an arc length of 151.60 feet, being subtended by a chord of South 87°59'38" West for a distance of 151.42 feet along said right-of-way to an iron pin set;
Thence, North 87°10'51" West 286.86 feet along said right-of-way to an iron pin set;
Thence, along a curve to the left having a radius of 600.00 feet and an arc length of 286.09 feet, being subtended by a chord of South 79°09'35" West for a distance of 283.38 feet along said right-of-way to an iron pin set;
Thence, South 65°30'00" West 174.13 feet along said right-of-way to an iron pin set;
Thence, North 63°52'10" West 51.32 feet along said right-of-way to an iron pin set at the easterly right-of-way of proposed Deerfield Parkway (100' R/W);
Thence, North 24°29'49" West 516.65 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set located at the true point of beginning.

Less and except the land conveyed by Quitclaim deed from Development Authority of Fulton County to Deerfield Park, LLC, a Georgia limited liability company, dated March 25, 1998, and recorded in Deed Book 24183, Page 1, Fulton County, Georgia Records.

Tract 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1118, 2nd District, 2nd Section, Fulton County, Georgia; and being the same property designated as Phase II and being shown on a plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor No. 2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, which survey is incorporated herein by this reference, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the common land lot corner of Land Lots 1113, 1114, 1119 and 1120; thence leaving the aforesaid common land lot corner, run thence South 89°10'31" East 588.68 feet along the common land lot line of Land Lots 1114 and 1119 to an iron pin set located on the genrally easterly right-of-way line of proposed Deerfield Parkway (100-foot right-of-way width); thence leaving the aforesaid land lot line, run in a southeasterly direction along the aforesaid right-of-way line of proposed Deerfield Parkway South 24°29'49" East 516.65 feet to an iron pin set located on the generally northerly right-of-way line of proposed Morris Road Extension (100-foot right-of-way width); thence leaving the aforesaid right-of-way line, run along the northerly right-of-way line of proposed Morris Road Extension the following five (5) courses and distances and following the curvature thereof: (1) South 63°52'10" East 51.32 feet to an iron pin set; (2) North 65°30'00" East 174.13 feet to an iron pin set; (3) along a curve to the right having a radius of 600.00 feet, an arc length of 286.09 feet, and being subtended by a chord of North 79°09'35" East for a distance of 283.38 feet to an iron pin set; (4) South 87°10'51" East 286.86 feet to an iron pin set; and (5) along a curve to the left having a radius of 900.00 feet, an arc length of 151.60 feet, and being subtended by a chord of North 87°59'38" East for a distance 151.42 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, as thus established, thence leaving the aforesaid right-of-way line, run the following three (3) courses and distances: (1) North 06°18'56" West 281.24 feet to an iron pin set; (2) North 35°12'21" East 280.00 feet to an iron pin set; and (3) North 18°29'02" East 254.14 feet to an iron pin set located at the proposed 1034.00-foot contour line and the low water mark of a proposed lake; thence following the proposed low water mark of said lake, run the following thirteen (13) courses and distances: (1) South 72°16'23" East 115.84 feet to a point; (2) South 55°51'57" East 81.42 feet to a point; (3) South 45°34'11" East 27.87 feet to a point; (4) South 85°14'52" East 81.32 feet to a point; (5) North 88°16'29" East 77.67 feet to a point; (6) South 89°38'05" East 70.36 feet to a point; (7) North 49°33'03" East 21.55 feet to a point; (8) North 09°01'40" East 9.60 feet to a point; (9) North 64°16'24" East 12.93 feet to a point; (10) North 85°48'31" East 54.99 feet to a point; (11) North 68°39'18" East 41.80 feet to a point; (12) South 49°40'12" East 32.15 feet to a point; and (13) South 35°27'40" East 53.48 feet to an iron pin set located at the northwesterly right-of-way line of proposed Morris Road Extension; thence leaving the aforesaid proposed lake, run along the northwesterly right-of-way line of proposed Morris Road Extension the following two (2) courses and distances and following the curvature thereof: (1) South 36°34'52" West 337.15 feet along said right-of-way to an iron pin set; and (2) along a curve to the right having a radius of 900.00 feet, an arc length of 731.79 feet, and being subtended by a chord of South 59°52'29" West for a distance of 711.80 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING.**

[NO FURTHER TEXT ON THIS PAGE]

EXHIBIT B

POST-CLOSING LICENSE AGREEMENT

POST-CLOSING LICENSE AGREEMENT

THIS POST-CLOSING LICENSE AGREEMENT (this "*License Agreement*") is made and entered into effective as of the Effective Date (as defined in Section 2 below) by and between City of Milton, a Georgia municipal corporation ("*Licensor*"), and [_____, a/an _____] ("*Licensee*").

BACKGROUND FACTS

A. Licensor, as "Buyer," and [Licensee *OR* Licensee's affiliates, Cellco Partnership and GTE Wireless LLC], as "Sellers," are parties to that certain Purchase and Sale Agreement dated as of [_____], 2026 (as amended and/or assigned, the "*Purchase Agreement*").

B. As of the Effective Date, Licensor has purchased from [Licensee *OR* Licensee's affiliates], and [Licensee *OR* Licensee's affiliates] [has *OR* have] sold to Licensor, the Property (as defined in the Purchase Agreement).

C. As contemplated by the Purchase Agreement, Licensor and Licensee desire to enter into this License Agreement to provide for Licensee's and Licensee's agents', employees', contractors', subcontractors', and consultants' (individually, a "*Licensee Party*" and collectively, the "*Licensee Parties*") access to and from the Property solely for the purpose of removing Existing Personal Property (as defined in Section 5 below) from the Property, and for no other purpose whatsoever, all as more particularly described in this License Agreement.

NOW, THEREFORE, for and in consideration of the sum of $10.00 paid in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

OPERATIVE PROVISIONS

1. Recitals. The "Background Facts" recitals set forth hereinabove are hereby incorporated into this License Agreement as if fully set forth in this Section 1.

2. Definitions; Effective Date. Except as may be otherwise set forth in this License Agreement, all terms used in this License Agreement that are capitalized shall have the meanings as set forth in the Purchase Agreement. As used in this License Agreement, the "*Effective Date*" means the date on which the Closing occurs under the Purchase Agreement.

3. Grant of License. Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, for the benefit of Licensee and the Licensee Parties, a non-exclusive right and license (the "*License*") to enter upon, access, and use the Property solely for the purpose provided in Section 5 of this License Agreement during the License Period (as defined in Section 4 below), and for no other purpose whatsoever.

4. License Period. The "*License Period*" means the period commencing on the Effective Date and expiring at 11:59 P.M. (Eastern Time) on the date that is 60 days after the Effective Date (or, if earlier, the date this License Agreement is terminated). The License granted in this License Agreement is irrevocable for the License Period, except as may be otherwise expressly provided in this License Agreement.

5. Permitted Use. Subject to the provisions of Section 3 above, Licensee and the Licensee Parties shall have access to the Property during normal business hours (or at such other times as Licensor may reasonably agree) during the License Period. Licensee and the Licensee Parties may use the License solely to remove Existing Personal Property from the Property in accordance with this Section 5, and for no other purpose, without Licensor's prior

written consent in the exercise of Licensor's sole and absolute discretion. Licensee shall not unreasonably disturb Licensor or Licensor's construction activities or operations at the Property during any such entry and/or removal. As used in this License Agreement, the term "*Existing Personal Property*" means any and all furniture, trade fixtures (including, without limitation, solar panels), and other items of personal property that were located at, on, or within the Property on the day immediately prior to the Effective Date. During the License Period, (i) Licensee and the Licensee Parties may, at Licensee's option, remove from the Property such items of the Existing Personal Property as Licensee elects, in its sole and absolute discretion, to remove (without any obligation to repair or restore any area affected by such removal except as hereinafter provided); (ii) all risk of loss of the Existing Personal Property shall lie with Licensee; and (iii) Licensee shall pay any and all costs and expenses of such removal by Licensee and the Licensee Parties; provided, however, in the event Licensee or any Licensee Party damages the Property during any entry on the Property or while otherwise exercising its rights under this License in such a manner as to require repair under applicable law or to preserve the safety or health of persons and the environment, Licensee shall repair such damage within ten (10) days following Licensee's receipt of notice thereof. In the event Licensee fails to repair same within such ten (10) day period, then Licensor shall have the right to repair same on Licensee's behalf, whereupon Licensee shall reimburse Licensor for all costs and expenses incurred by Licensor in connection with such repair within ten (10) days of written demand therefor. Any Existing Personal Property remaining at, on, or within the Property as of the expiration of the License Period (collectively, the "*Remaining Personal Property*") will be deemed automatically abandoned by Licensee and transferred by Licensee to Licensor, pursuant to the terms of that certain bill of sale attached hereto as Exhibit A and incorporated herein by reference (the "*Bill of Sale*"). Notwithstanding the foregoing, the "*Remaining Personal Property*" does not include any personal property outside of the Buildings that: (b) remains at, on, or within the Property in connection with the Antenna Easement; or (b) is excluded from the "Property" pursuant to clause (v) or clause (vi) of Section 1(b) of the Purchase Agreement. Licensor acknowledges that Licensee does not make any representation or warranty as to which items of Existing Personal Property Licensee and the Licensee Parties will or will not remove from the Property during the License Period, except that Licensor specifically acknowledges that Licensee does not intend to remove those certain generators and associated fuel tanks located at, on, or within the Property on the day immediately prior to the Effective Date. The Remaining Personal Property will be deemed abandoned and transferred without separate payment, charge, or credit therefor, but Licensee shall pay the applicable taxing authority the amount of any sales or similar taxes payable in connection with the Remaining Personal Property and Licensee shall execute and deliver any tax returns required of it in connection therewith. This License Agreement will be effective to transfer to Licensor all of Licensee's right, title, and interest in and to the Remaining Personal Property (if any) pursuant to the terms hereof and the terms of the Bill of Sale without the necessity of further action by either Licensor or Licensee. However, upon the request of either Licensor or Licensee, Licensor and Licensee shall execute and deliver the Bill of Sale to further evidence the conveyance of Licensee's right, title, and interest in and to the Remaining Personal Property contemplated herein; provided, however, Licensor's or Licensee's failure or refusal to execute such Bill of Sale shall in no way affect the provisions of this Section 5, such contemplated execution to be merely for clarification purposes. The Remaining Personal Property (if any) is transferred in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS," without any representation or warranty of any kind. For the avoidance of doubt, as between Licensor and Licensee, the Existing Personal Property shall be and remain Licensee's property until the expiration of the License Period, and Licensor shall not demolish the Improvements or dispose of or attempt to dispose of any of the Existing Personal Property prior to the expiration of the License Period without the prior written consent of Licensee, such consent not to be unreasonably withheld, conditioned or delayed.

6. No License Fee. Licensor acknowledges and agrees that Licensee has no obligation to pay any license fee or other charge for the License granted under this License Agreement, it being understood and agreed that this License Agreement is entered into in connection with the Purchase Agreement and that other good, valuable, and adequate consideration exists to enforce this License Agreement and the License granted hereunder.

7. Indemnification. Licensee hereby agrees to indemnify and save harmless Licensor from and against any and all claims (a) for damage to persons or property arising out of Licensee's or the Licensee Parties' use of the License or (b) arising out of Licensee's or a Licensee Party's breach of this License Agreement. Notwithstanding the foregoing, Licensee shall not be obligated to indemnify and save harmless Licensor for any such claim to the extent arising out of Licensor's or Licensor's agents', employees', contractors', subcontractors', or consultants' grossly negligent or willful acts or omissions. The terms of this Section 7 shall survive the expiration or sooner termination of the License Period.

8. Insurance. Licensee shall, during the License Period, keep in full force and effect, and cause each Licensee Party entering the Property to keep in full force and effect, a policy of commercial general liability insurance with limits of $2,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 general aggregate (or $5,000,000 general aggregate with respect to Licensee) and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnity set forth in Section 7 above) covering any accident arising in connection with the presence or activities of the Licensee and the Licensee Parties on the Property. Licensee's and each Licensee Party's commercial general liability policy shall include Licensor as an additional insured as its interest may appear under this License Agreement, and Licensee's and each Licensee Party's commercial general liability policy shall be deemed primary coverage as to any insurance carried by Licensor. Licensee may maintain the insurance required to be maintained by Licensee under this Section 8 through self-insurance or blanket policies or separate policies. Prior and as a condition to entry upon the Property, Licensee shall, and Licensee shall cause each Licensee Party entering upon the Property to, deliver to Licensor a certificate of insurance verifying such coverage required in this Section 8.

9. Waiver of Claims. Notwithstanding anything to the contrary in this License Agreement, Licensor and Licensee each hereby waives any and all rights of recovery, claim, action, or cause of action against the other (and against any assignee of Licensor and against Verizon Communications Inc., the Licensee Parties, and any permitted assignee of Licensee) for any loss or damage that may occur to the Property (including the Buildings), or any personal property of Licensor or Licensee, arising from any cause that: (i) is customarily insured against under the terms of special form (all-risk) property insurance; or (ii) is insured against under the terms of any property insurance actually carried. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence of a party or that party's agents, officers, employees, or contractors.

10. Compliance with Law. Licensee shall, and Licensee shall cause the Licensee Parties to: (a) comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the activities undertaken in connection with the License; and (b) take all actions and implement all protections necessary to ensure that the activities of Licensee and the Licensee Parties at the Property create no threat to the safety or health of persons or the environment.

11. Removal of Liens. If Licensee receives written notice of a lien for labor or materials attaching to the Property by reason of any work, labor, or service performed at, or materials furnished to, the Property by, through, or under Licensee as a result of Licensee's or the Licensee Parties' activities at the Property, then Licensee shall thereafter take such action as may be necessary to pay, transfer to bond, or otherwise cause the release of such lien from Licensor's interest in the Property within ten days following Licensee's receipt of such written notice. If Licensor receives written notice of such a lien (other than from Licensee), then Licensor shall deliver a copy of such notice to Licensee as soon as reasonably practicable. If Licensee shall fail to cause such lien to be paid, transferred to bond, or otherwise released within 20 days after receipt by Licensee of written notice of the filing thereof, then Licensor may discharge such lien by paying the amount claimed to be due or by transferring the same to bond, and the amount so paid by Licensor shall be due and payable by Licensee to Licensor within 30 days after written demand therefor.

12. Risk of Loss. All activities at the Property by Licensee or the Licensee Parties shall be completed at the sole risk, cost, and expense of Licensee. Licensee acknowledges and understands that Licensor makes no representation or warranty whatsoever, express or implied, with respect to the Property, including, without limitation, any hazards or dangers found at the Property. Licensee hereby releases Licensor from any and all claims asserted against or incurred by Licensee or any Licensee Party that may arise from Licensee's or a Licensee Party's access to or activities on the Property pursuant to this Agreement; provided, however, that Licensee does not release Licensor for any actions by Licensor that are determined to constitute grossly negligent or willful acts or omissions.

13. Notices. Except as otherwise expressly provided in Section 3 above, all notices that are required or permitted under this License Agreement must be in writing; shall be deemed to have been given, delivered, or made, as the case may be, upon the date of actual receipt or delivery (or refusal to accept delivery); and shall be given by: (i) hand delivery, or (ii) an expedited, overnight courier service (such as by way of example, but not limitation, FedEx), in each case addressed to the party to whom notice is intended to be given at the address set forth below:

To Licensee:	[_____] c/o Verizon Global Real Estate 7701 E. Telecom Parkway Temple Terrace, Florida 33637 Mail Code: FLTDSB1W Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lease Administration
With a copy to:	[_____] c/o Verizon Global Real Estate One Verizon Way Basking Ridge, NJ 07920 Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316 Attn: Lourdes Blanco, Esq.
With a copy to:	Holland & Knight LLP 100 N. Tampa Street, Suite 4100 Tampa, Florida 33602 Attention: Richard D. Eckhard, Esq.
To Licensor:	City of Milton 2006 Heritage Walk Milton, Georgia 30004 Attn: Steven Krokoff
With a copy to:	Jarrard & Davis, LLP 222 Webb Street Cumming, Georgia 30040 Attn: Jeffrey M. Strickland, Esq.

Furthermore, it is agreed that, if any party hereto is represented by legal counsel, such legal counsel is authorized to deliver written notice directly to the other party on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified. Any party hereto may, at any time by giving written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent. **As a condition to the effectiveness of any notice delivered to Licensee, each notice sent to Licensee must include "Verizon Property ID GLC: 2000423419, 2000041827, and 2000042316" in the recipient's address as shown above**.

14. Miscellaneous.

14.1. Binding Effect; Interpretation. This License Agreement shall: (i) be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; and (ii) be governed by and construed in accordance with the laws of the State of Georgia, without regard to the conflict of laws rules of any jurisdiction. This License Agreement contains the entire agreement of the parties with respect to the matters set forth herein, and supersedes and revokes any and all negotiations, arrangements, letters of intent, representations, inducements, or other agreements, oral or in writing, with respect to such matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in this License Agreement, will be of any force or effect. No party hereto has made, and no party hereto is relying on or has been induced to execute this License Agreement by, any promises, representations, communications, statements, assertions, declarations, omissions, agreements, arrangements, or understandings, whether oral, implied, or written, that are not fully expressed and set forth in this License Agreement. This License Agreement may not be changed or terminated orally or by course of conduct, or by any other means except by a written instrument, duly executed by the party to be bound thereby. If any provision of this License Agreement is held to be invalid or unenforceable, then such holding shall not affect the validity or enforceability of the other provisions of this License Agreement, which shall continue

in full force and effect as if the invalid or unenforceable provision had been deleted. The headings in this License Agreement are for reference only and shall not affect the interpretation of this License Agreement.

14.2. Further Assurances. Both of the parties hereto shall, and shall cause their respective successors and assigns to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this License Agreement.

14.3. Counterpart Execution. This License Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This License Agreement may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

14.4. Attorneys' Fees. In the event a dispute arises concerning this License Agreement, the party not prevailing in such dispute shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights under this License Agreement, including, without limitation, court costs and reasonable attorneys' fees. Notwithstanding anything contained in this License Agreement to the contrary, "attorneys' fees" and the phrases "reasonable attorneys' fees," "legal fees," "counsel fees," "reasonable legal fees," or words of similar import shall refer to reasonable out-of-pocket attorneys' fees actually incurred, and not, for the avoidance of doubt, attorneys' fees calculated by reference to any statutory formula, including, without limitation, O.C.G.A. § 13-1-11. Licensor and Licensee both acknowledge each has been advised by counsel as to their respective rights, duties, and obligations in this License Agreement and have had ample opportunity to negotiate same. Thus, both Licensor and Licensee acknowledge that any ambiguity in this License Agreement should not be resolved against the drafter of this License Agreement.

14.5. No Personal Liability. No officer, director, employee, partner, trustee, stockholder, or beneficiary of Licensee or Licensor shall be personally liable for the performance of the respective parties' obligations under this License Agreement.

14.6. Waiver of Consequential Damages. Licensee and Licensor each hereby waives any and all rights to seek or collect punitive, special, incidental, or consequential damages in connection with this License Agreement from or against the other (and from or against any of the Licensee Parties); provided this clause does not apply to Licensee's indemnification of Licensor under this Agreement from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages.

14.7. No Assignment. Licensee shall not assign this License Agreement or sublicense the License to any third party without the prior written consent of Licensor in Licensor's sole and absolute discretion. Notwithstanding the foregoing, Licensee may, without Licensor's consent but following ten (10) days' written notice to Licensor, assign this License Agreement to, or sublicense the License or any part thereof to, Verizon Communications Inc. or any entity directly or indirectly controlled by, in control of, or under common control with, Licensee or Verizon Communications Inc., or any entity that acquires all or part of Licensee, that is acquired in whole or in part by Licensee, that results from the merger or consolidation with Licensee, or that purchases all or a substantial portion of the assets of Licensee (each, a "*Permitted Transferee*"), and such Permitted Transferee shall have the same rights as Licensee hereunder. No such transfer shall relieve Licensee from liability under this License Agreement.

14.8. Default. Neither party shall be in default under this License Agreement unless such party fails to perform its obligations hereunder and such non-performance continues for more than 15 days after receipt of written notice from the non-defaulting party; provided, however, if the alleged default is remediable but cannot reasonably be cured within 15 days after receipt of such written notice, then no default shall be deemed to have occurred provided that such party has commenced the curing thereof within such 15-day period and thereafter diligently prosecutes the performance of the same to completion and completes the performance of same during the License Period.

14.9. Force Majeure. Neither party shall be responsible for delays in the performance of its obligations caused by events beyond the party's reasonable control, including, but not limited to: (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; and (iv) national or regional emergency.

14.10. Waiver of Trial by Jury. The respective parties hereto shall, and they hereby do, knowingly, voluntarily, and intentionally waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this License Agreement.

14.11. Patriot Act. In connection with this License Agreement, Licensor and Licensee agree to comply with the sanctions programs administrated by the U.S. Department of Treasury's Office of Foreign Asset Control and, if applicable, the Bank Secrecy Act, as amended, and the anti-money laundering regulations issued by the Financial Crimes Enforcement Network, and any other applicable sanctions or anti-money laundering laws, regulations, or executive orders. Licensor and Licensee each represent and warrant to each other that such party is not a person or entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury.

14.12. Authority. Licensee and Licensor each represents and warrants that such party has the full power and authority to execute and deliver this License Agreement and that this License Agreement: (i) has been duly authorized by all necessary corporate or other similar action; (ii) has been duly executed and delivered by such party; and (iii) constitutes a legally binding and valid obligation enforceable against such party in accordance with its terms (except as enforceability may be limited by bankruptcy, insolvency, or other similar laws relating to creditors' rights generally and by general equitable principles).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties, by and through their undersigned and duly authorized representatives, have executed this License Agreement for the purposes herein described effective as of the Effective Date.

LICENSOR:

CITY OF MILTON, GEORGIA

By: _____
Peyton Jamison, Mayor

Attest: _____
City Clerk

LICENSEE:

[_____,
a/an _____]

By:_____
Print Name:_____
Title:_____

Exhibit A

Bill of Sale

THIS BILL OF SALE (this "Bill of Sale") is made as of the ___ day of _____, 20__, by and between _____, a _____("Grantor"), and City of Milton, a Georgia municipal corporation ("Grantee").

W I T N E S S E T H:

WHEREAS, Grantor, as "Licensee," and Grantee, as "Licensor," entered into that certain Post-Closing License Agreement dated as of _____, 20__ (as may be amended through the date hereof, the "License Agreement"); and

WHEREAS, this Bill of Sale is being executed and delivered in connection with the License Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor and Grantee agree as follows:

Grantor hereby sells, transfers, conveys, assigns, and delivers to Grantee, to have and to hold for its own use and benefit forever, and Grantee hereby purchases, accepts, and acquires from Grantor, all of Grantor's right, title, and interest, if any, in and to the Remaining Personal Property.

Grantee acknowledges that the Remaining Personal Property (including, without limitation, associated supplies, if any) may be regulated under various laws and regulations, including, but not necessarily limited to, those relating to the protection of human health and the environment. Grantee further acknowledges that it is Grantee's responsibility to investigate and assure itself that it can and will comply with all applicable government laws, regulations, and requirements in any way relating to its use of the Remaining Personal Property and understands that the Remaining Personal Property, when owned, used, installed, or operated by or for Grantee, may be subject to additional or different requirements than those the Remaining Personal Property was designed to meet. Grantee further acknowledges that it is Grantee's responsibility to take all steps necessary to meet these requirements and to protect its employees and others who may be exposed to any regulated components of the Remaining Personal Property. Grantee acknowledges that the Remaining Personal Property may be regulated for many reasons, including, but not limited to:

(a) The Remaining Personal Property may have associated registration, permit, license, certification, emission control requirements, reporting, closure, notification, and other requirements in order to maintain, operate, service, remove, relocate, remove, and dispose of the Remaining Personal Property;

(b) The Remaining Personal Property may contain or operate with chemicals or components that contain materials or substances that are deemed toxic or hazardous under federal, state, or local law and that may have the potential to cause injury to employees and the environment;

(c) The Remaining Personal Property may have the potential for causing harm if operated or maintained improperly or without taking appropriate safety precautions; and

(d) The Remaining Personal Property may also be subject to other regulatory requirements.

If any of the regulated Remaining Personal Property requires permits, registrations, or other notifications or actions by or to the government (collectively, "Regulatory Requirements"), then Grantee agrees that Grantee shall, within the time period allowed by law (but in any case not more than 30 days from the date of this Bill of Sale), file any and all documentation (and pay any fees) necessary to meet the applicable Regulatory Requirements and this obligation shall include all actions necessary to assure that Grantee, and not Grantor, is named as the owner of and person responsible for such Remaining Personal Property. Grantor shall reasonably cooperate with Grantee to

facilitate Grantee's efforts to satisfy the Regulatory Requirements as promptly as possible. Grantee hereby accepts the assignment of any Regulatory Requirements related to the Remaining Personal Property as of the date of this Bill of Sale or as soon after the date of this Bill of Sale as is permitted by the applicable governmental regulations and laws.

The Remaining Personal Property is not new, and Grantor has made no representation about the condition of the Remaining Personal Property, its fitness for any purposes, or its ability to be made fit for any purpose. Grantee hereby waives and releases Grantor from any and all claims or causes of action to which Grantee may have or hereafter may be otherwise entitled, based on vices or defects in the Remaining Personal Property or any improvements or component parts thereof, whether obvious or latent, known or unknown, easily discoverable or hidden. Grantee further assumes the risk of all vices and defects in the Remaining Personal Property and all improvements and component parts thereof, whether those vices or defects are latent or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Grantee from entering into this Bill of Sale. Notwithstanding anything to the contrary in this Bill of Sale, the waivers and releases described in this paragraph shall not apply to any rights expressly reserved to Grantee under the License Agreement or the Purchase Agreement.

Grantee further acknowledges that Grantee: (a) has fully examined and inspected the Remaining Personal Property; (b) knows and is satisfied with the physical condition of the Remaining Personal Property in all respects, including, but not limited to, any visible or hidden termite infestation and resultant damage therefrom; (c) is not relying upon any representations, statements, or warranties that have at any time been made by Grantor or Grantor's agents as to the physical condition or state of repair of the Remaining Personal Property in any respect, and accepts the Remaining Personal Property in its "AS IS" and "WHERE IS" condition "WITH ALL FAULTS"; (d) does hereby accept the Remaining Personal Property in its present condition; (e) does hereby accept the Remaining Personal Property subject to any physical encroachments on the Remaining Personal Property and any physical encroachments onto adjacent property by the Remaining Personal Property; and (f) to the fullest extent permitted by law, waives and relinquishes any and all rights to void the transfer and acceptance of the Remaining Personal Property on account of some latent or apparent vice or defect in the Remaining Personal Property.

Grantee further waives and releases Grantor from any and all claims and any demands, causes of action, liens, loss, damage, liabilities, costs, and expenses (including, without limitation, attorneys' fees, court costs, consultant's fees, remediation, clean up, or other response costs) of any and every kind or character, known or unknown, fixed or contingent, suffered or incurred by Grantee, its successors or assigns, as owner of the Remaining Personal Property, under the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., as amended; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9607 et seq., as amended including by the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (codified as amended in various sections of 42 U.S.C.); the Hazardous Materials Transportation Act, Pub. L. No. 93-633, 88 Stat. 2156 (codified as amended in various sections of 46 U.S.C.); the Clean Water Act, 33 U.S.C. 1251 et seq., as amended; the Clean Air Act, 42 U.S.C. 7401 et seq., as amended; the Toxic Substances Control Act, 15 U.S.C. 2601 et seq., as amended; the Occupational Safety and Health Act, 29 U.S. 655 et seq., as amended; or any other applicable federal, state, or local laws, rules, ordinances, permits, approvals, orders, or regulations as they now exist or may subsequently be modified, supplemented, or amended. Notwithstanding anything to the contrary in this Bill of Sale, the waivers and releases described in this paragraph shall not apply to any rights expressly reserved to Grantee under the License Agreement or the Purchase Agreement.

Grantee acknowledges that the foregoing waivers have been called to Grantee's attention and read and explained to Grantee and that they are a material and integral consideration for the transfer herein contemplated.

Included in the Remaining Personal Property being conveyed hereunder may be Grantor's right, title, and interest in those certain generators located on the Property as further described in the specifications included on Appendix I attached hereto. The documentation and information provided on such Appendix I is for general informational purposes only and without warranty of any kind. Grantor does not represent that the documentation is currently or ever was accurate. It is Grantee's responsibility to determine whether the information is accurate and to meet any requirements that may relate to the Remaining Personal Property.

This Bill of Sale may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. For these purposes, "electronic

signature" shall mean electronically scanned and transmitted versions (e.g., via pdf file) of an original signature, signatures electronically inserted and verified by software such as Adobe Sign, or faxed versions of an original signature. This Bill of Sale may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed by electronic signature. All such executed counterparts shall constitute the same agreement.

This Bill of Sale shall be binding upon and shall inure to the benefit of Grantee, its successors, and assigns.

Capitalized terms used, but not otherwise defined, in this Bill of Sale shall have the meanings given them in the License Agreement.

[Signatures on Following Page.]

IN WITNESS WHEREOF, the parties have caused this Bill of Sale to be executed and delivered as of the date first written above.

GRANTOR:

_____,
a _____

By: _____
Name: _____
Title: _____

GRANTEE:

CITY OF MILTON

By: _____
Name: _____
Title: _____

Appendix I to Bill of Sale

Generator Specifications

1 Verizon Place:

- Lynx Power System: 125 SD, 125kw.
- 250-gallon diesel belly tank

3 Verizon Place:

- 2 - MTU Onsite Energy: 12V1600 DS600
- 2 - 1000 gallon diesel belly tanks

EXHIBIT C

Parcel ID: _____; _____; _____ Grantee Site Name:____

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, 20__ (the "Effective Date"), by and between **CITY OF MILTON**, a Georgia municipal corporation, with its principal office located at 2006 Heritage Walk, Milton, Georgia 30004 ("Grantor"), and **CELLCO PARTNERSHIP**, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey, 07920 (telephone number 866-862-4404) ("Grantee"). Grantor and Grantee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain real property located in _____, Fulton County, Georgia, described in Deed Book _____ Page _____ recorded in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and also described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Grantee desires to obtain and Grantor desires to convey certain perpetual easements described and depicted on **Exhibit "B"** attached hereto and by this reference made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises and benefits hereinafter set forth, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Grantor hereby grants and conveys to Grantee, solely for use by Grantee and its agents, independent contractors, subtenants, licensees, tenants and invitees, successors and assigns (collectively, the "Grantee Parties"), an exclusive perpetual easement (the "Exclusive Easement") in the area shown or described on Exhibit "B" (the "Tower Location Easement Area"); together with, for the benefit of and as an appurtenance to the Exclusive Easement, a non-exclusive perpetual easement for the purpose of ingress and egress and for the purpose of installing, operating, maintaining, repairing, reconstructing and removing utility wires, fiber, poles, cables, conduits, and pipes (the "Access Easement") to and from Morris Road to the Tower Location Easement Area in the areas shown or described on Exhibit "B" (the "Access Easement Area"), seven (7) days a week, twenty-four (24) hours a day, on foot or by motor vehicle, including trucks and crane, together with the right (but not the obligation) to construct, reconstruct, maintain and repair a road within the Access Easement Area.

2. Grantor further hereby grants and conveys to the Grantee Parties, for the benefit of and as an appurtenance to the Exclusive Easement, a non-exclusive perpetual easement solely for the purpose of installing, operating, maintaining, repairing, reconstructing and removing utility wires, fiber, poles, cables, conduits, and pipes (the "Utility and Fiber Easement"), over, under, or along the areas shown or described on Exhibit "B" (the "Utility and Fiber Easement Area").

3. TO HAVE AND TO HOLD, all the interests, rights and privileges herein granted in and to the Exclusive Easement, Access Easement, and Utility and Fiber Easement before described unto Grantee, its successors and assigns, it being agreed that the Access Easement and the Utility and Fiber Easement shall run with and be appurtenant to the Exclusive Easement of Grantee.

4. Grantee shall obtain and maintain all certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities with respect to Grantee's use of the Easement Property. In addition, Grantee's use of the Easement Property may require Grantee to obtain a satisfactory soil boring test, environmental studies, or any other due diligence Grantee chooses that will permit Grantee's intended use of the Easement Property in accordance with the Governmental Approvals. Grantor shall cooperate with Grantee in its effort to obtain and maintain any Government Approvals.

5. Grantee shall be responsible for all improvements to the Tower Location Easement Area. Grantor shall be responsible for improving the Access Easement Area and the Utility and Fiber Easement Area other than improvements needed for Grantee's specific use. Subsequent to Grantor's and Grantee's initial improvements as provided for herein, the responsibility for, and all costs associated with, all necessary maintenance and improvements to the Access Easement Area and the Utility and Fiber Easement Area shall be equitably allocated between Grantor and Grantee based upon actual usage. Accordingly, (a) costs subsequent to Grantor's and Grantee's initial improvements that result from any third party utilizing the Access Easement Area or the Utility and Fiber Easement Area by, through or under Grantor will be allocated to Grantor and (b) costs subsequent to Grantor's and Grantee's initial improvements that result from any third party utilizing the Access Easement Area or the Utility and Fiber Easement Area by, through or under Grantee will be allocated to Grantee. Except as expressly provided in this Agreement to the contrary (including, without limitation, this Paragraph 5 and Paragraph 4 above), Grantor shall maintain the Property in compliance with all applicable laws, EH&S Laws (as defined below), rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). The foregoing notwithstanding, Grantee shall (and Grantor shall have no obligation to) maintain the Easement Property, at Grantee's sole cost and expense, in compliance with (i) all Laws relating solely to Grantee's specific and unique nature of use of the Easement Property; (ii) all Governmental Approvals that may be required by any Federal, State or Local authorities with respect to Grantee's or any Grantee Party's use of the Easement Property; and (iii) all building codes requiring modifications to the Easement Property due to the improvements being made by Grantee in the Easement Property, and without unreasonable interference to Grantor or Grantor's activities on the Property.

6. Grantee may, unless otherwise stated, immediately terminate this Agreement upon delivery of an executed quitclaim deed in recordable form to Grantor for any reason or no reason. Within 90 days of the termination of this Agreement in accordance with the foregoing sentence, Grantee shall remove all of Grantee's communications equipment (including utility wires, fiber, poles, cables, conduits, and pipes, but excluding footings and foundations) and restore the Tower Location Easement Area to its original condition, reasonable wear and tear and casualty damage excepted. Such repair and restoration shall be completed in a good and workmanlike manner and be free from defects and liens. Grantor agrees and

acknowledges that the communications equipment shall remain the personal property of Grantee until the expiration of such ninety (90) day period (whereupon, it shall become the property of Grantor to the extent not removed from the Property) and Grantee shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws. The terms of this Paragraph 7 shall survive the termination of this Agreement.

7. Intentionally Omitted

8. Subject to Paragraph 10, (i) each Party and/or any successors and/or assignees thereof shall indemnify and hold harmless the other Party, and/or any successors and/or assignees thereof, against all claims of liability or loss (including reasonable out-of-pocket attorney's fees, expenses, and defense costs incurred by the indemnified Party) from bodily injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents; and (ii) Grantee and/or any successors and/or assignees thereof shall indemnify and hold harmless Grantor and/or any successors and/or assignees thereof, against any and all claims, causes of action, loss, injury, liability, damage, cost, or expense (including reasonable out-of-pocket attorney's fees, expenses, and defense costs incurred by Grantor) resulting from or arising out of (x) any lien, judgment, or other encumbrance, including, without limitation, contractor and judgment liens, filed or pending against any portion of the Property by any party having a claim against or through Grantee or any Grantee Party; or (y) any violation of the Laws or Government Approvals associated with Grantee's or any Grantee Party's use of the Easement Property, except, with respect to items (x) and (y) above, to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of Grantor, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any claim that is subject to the indemnification obligations in this paragraph. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party, and the indemnified Party shall have the right to participate in same. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party. All indemnification obligations hereunder shall survive the termination or expiration of this Agreement.

9. Grantee agrees to maintain, and cause each Grantee Party to maintain, during the term of this Agreement the following insurance policies:

a. Commercial general liability in the amount of $2,000,000.00 per occurrence for bodily injury and property damage and $2,000,000.00 general aggregate (or $5,000,000 general; aggregate with respect to Grantee) and on terms (including, without limitation, contractual liability coverage for an "insured contract" with respect to the indemnities set forth in Paragraphs 8 and 13) covering any accident arising in connection with the presence or activities of the Grantee on the Easement Property. Grantor shall be included as an additional insured as its interest may appear under this Agreement on Grantee's and each Grantee Party's insurance policy. Grantee's and each Grantee's commercial general liability policy shall be deemed primary coverage as to any insurance carried by Grantor.

b. "All-Risk" property insurance on a replacement cost basis insuring their respective property with no coinsurance requirement. Where legally permissible, Grantee and each Grantee Party shall waive subrogation against Grantor and ensure said waiver is recognized by the insurance policies insuring the property.

Prior, and as a condition, to entry upon the Easement Property, Grantee shall deliver to Grantor certificates of insurance verifying such coverages as are required in this Paragraph 9.

10. Neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, diminution in value of business, loss of technology, rights or services, loss of data, or interruption or loss of use of service, incidental, punitive, indirect, special, trebled, enhanced or consequential damages, even if advised of the possibility of such damages, whether such damages are claimed for breach of contract, tort (including negligence), strict liability or otherwise, unless applicable law forbids a waiver of such damages; provided this clause does not apply to a Party's indemnification of another Party from a claim of a third-party for consequential, punitive, treble, exemplary, or speculative damages. The terms of this Paragraph 10 shall survive the termination of this Agreement.

11. Grantor agrees that Grantor will use commercially reasonable efforts not to cause, and will use commercially reasonable efforts not to permit other occupants of the Property or any other person or entity claiming by, through or under Grantor to cause, interference that is measurable in accordance with industry standards to the then existing communications equipment of Grantee. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following email notice to Grantor at _____ [Insert Grantor's email address], Grantor shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore Grantee shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance. The terms of this Paragraph 11 shall survive the termination of this Agreement.

12. This Agreement may be sold, assigned or transferred by Grantee upon delivery of not less than thirty (30) days' prior written notice to Grantor and receipt of written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall provide written notice of such assignment or transfer to Grantor within thirty (30) days following the effective date of such assignment or transfer. This Agreement may be sold, assigned or transferred by Grantor upon delivery of not less than thirty (30) days' prior written notice to Grantee without any approval or consent of Grantee. Nothing in this Agreement will restrict Grantee's rights to: (i) lease, license or otherwise transfer all or any portion of the Tower Location Easement Area or (ii) lease, license or otherwise grant rights to third parties to install and operate communications equipment within the Tower Location Easement Area.

13. Grantee and each Grantee Party shall conduct its respective business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Grantee shall indemnify and hold harmless Grantor from claims to the extent resulting from Grantee's or any Grantee Party's violation of any applicable EH&S Laws or to the extent that Grantee or any Grantee Party causes a release of any regulated substance to the environment. Grantor shall indemnify and hold harmless Grantee from claims to the extent resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment to the extent resulting from the activities of Grantor. The Parties recognize that Grantee only has an easement interest in a small portion of the Property and that Grantee shall not be responsible for any environmental condition or issue except to the extent resulting from Grantee's or any Grantee Party's activities and responsibilities. In the event that Grantee encounters any hazardous substances that do not result from its activities, Grantee may also, at its option (but without obligation to do so), following ten (10) days written notice to Grantor, remove at its own cost all or some of the hazardous substances or materials (such as soil) containing those hazardous substances, in which case, Grantor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. All indemnification obligations hereunder shall survive the termination or expiration of this Agreement.

14. It is a "Default" if (i) except as provided in item (ii) below, either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure is remediable but cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion, and complete the cure, within 90 days after the initial written notice, or (ii) Grantor fails to comply with this Agreement and the failure interferes in any material manner with Grantee's use of the Easement Property and Grantor does not remedy the failure within 5 days after written notice from Grantee or, if the failure is remediable but cannot reasonably be remedied in such time, if Grantor does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion, and complete the cure, within 15 days after the initial written notice. The cure periods set forth in this Paragraph 14 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 11 of this Agreement. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such Default, the non-defaulting Party may pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the state in which the Property is located. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The reasonable, out-of-pocket costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon receipt of an itemized invoice.

15. Grantee may on its own behalf make a claim in any condemnation proceeding involving the Easement Property solely for losses to the extent related to Grantee's easement interest, communications equipment, relocation costs and any other actual damages Grantee may incur as a result of any such condemnation.

16. If Grantor is required by law to collect any federal, state, or local tax, fee, or other governmental imposition (each, a "Tax") from Grantee with respect to the transactions contemplated by this Agreement, then Grantor shall bill such Tax to Grantee in the manner and for the amount required by law, Grantee shall promptly pay such billed amount of Tax to Grantor, and Grantor shall remit such Tax to the appropriate tax authorities as required by law. Except as provided in this Paragraph 16, Grantor shall bear the costs of all Taxes that are assessed against or are otherwise the legal responsibility of Grantor with respect to itself, its property, and the transactions contemplated by this Agreement. Grantee shall be responsible for all Taxes that are assessed against or are otherwise the legal responsibility of Grantee with respect to itself, its property, and the transactions contemplated by this Agreement.

17. Grantor does hereby grant unto Grantee a license to use a parcel (the "Temporary Parcel") located on the Property, the location of which is approximately depicted further on **Exhibit "C"** attached hereto and made a part hereof, together with the right to place upon the Temporary Parcel a temporary communications facility (the "Temporary Facility"). Grantor also grants unto Grantee the non-exclusive right-of-way over the Property solely as needed for ingress and egress to the Temporary Parcel, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks and crane. Further, Grantee shall have the right to install and maintain conduits, pipes, cables and wires over the Property to the Temporary Parcel as necessary to supply utility service and power to the Temporary Facility or as otherwise needed to service the Temporary Facility as reasonably determined by Grantee. The license, right-of-way and utility installation rights provided in this Paragraph 18 shall terminate upon the date that Grantee completes the installation of its equipment within the Easement Property and determines, in Grantee's sole discretion, that the equipment within the Easement Property is fully functional. Within 90 days of such termination, to the extent not used by Grantee in connection with the tower to be located on the Easement Property, Grantee shall remove the Temporary Facility and all of Grantee's communications equipment (including utility wires, fiber, poles, cables, conduits, and pipes) and restore the Temporary Parcel to its original condition, reasonable wear and tear and casualty damage excepted. Such repair and restoration shall be completed in a good and workmanlike manner and be free from defects and liens.

Grantor agrees and acknowledges that the Temporary Facility and such communications equipment shall remain the personal property of Grantee until the expiration of such ninety (90) day period (whereupon, it shall become the property of Grantor to the extent not removed from the Temporary Parcel Property) and Grantee shall have the right to remove the same at any time, whether or not said items are considered fixtures and attachments to real property under applicable laws. Grantor covenants that Grantor is seized of good and sufficient title and interest to the Temporary Facility.

18. Except as provided in Paragraph 11 of this Agreement regarding interference, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

GRANTOR: City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Steven Krokoff

With a copy to: Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040
Attn: Jeffrey M. Strickland, Esq.

GRANTEE: Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

With a copy to: Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, New Jersey 07920

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

19. It is agreed and understood that this Agreement contains all agreements, promises and understandings between Grantor and Grantee with respect to the matters set forth in this Agreement and that no verbal or oral agreements, promises or understandings with respect to the matters set forth in this Agreement shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such Party shall have the right to enforce such rights at any time. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority of one Party to use the trademarks, service marks or trade names of the other for any purpose whatsoever.

20. It is the intent of this Agreement to convey to Grantee certain easements for the purposes as set forth herein over the entire Easement Property. However, to the extent the grant made hereby shall

fail in any respect, or is held to be invalid, in whole or in part, including but not limited to the effectiveness of the grant made hereby, this Agreement shall continue in full force and effect to the full extent of Grantor's interest in and to any part of the Easement Property.

21. This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Georgia.

22. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereof.

23. Grantor does hereby bind itself and its transferees, successors or executors and administrators, to warrant and forever defend all and singular the said Easement Property and Temporary Parcel unto Grantee and Grantee's successors and assigns against Grantor and its transferees, successors or executors and administrators.

24. The designation "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

25. All executed counterparts of this Agreement shall constitute one Agreement, and each counterpart shall be deemed an original.

[signatures begin on next page]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

GRANTOR:

Signed, sealed and delivered in the presence of:

CITY OF MILTON, GEORGIA

_____
Unofficial Witness

By: _____
Peyton Jamison, Mayor

_____
Notary Public
My Commission Expires:

Attest: _____
City Clerk

(NOTARY STAMP)

GRANTEE:

Signed, sealed and delivered in the presence of:

CELLCO PARTNERSHIP, a Delaware general partnership, d/b/a Verizon Wireless

_____
Unofficial Witness

BY:_____
NAME:_____
TITLE:_____
DATE:_____

_____
Notary Public
My Commission Expires:

(NOTARY STAMP)

Exhibit "A"

Property

Tract 1:

All that tract or parcel of land lying and being in Land Lots #1114, #1115, #1118 and #1119, 2nd District, 2nd Section, Fulton County, Georgia, and being the same property shown on plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor #2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, and being more particularly described as follows:

To find the point of beginning, commence at the common corners of Land Lots #1113, #1114, #1119 and #1120, running thence South 89°10'31" East 588.68 feet along the common land Lot line of #1114 and #1119 to an iron pin set on the easterly right-of-way of proposed Deerfield Parkway (100' R/W) and said point being the true point of beginning;

Thence, North 24°29'49" West 240.35 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set; thence, along a curve to the right having a radius of 663.61 feet an arc length of 1155.24 feet, being subtended by a chord of North 25°22'30" East for a distance of 1014.79 feet along said right-of-way to an iron pin set;
Thence, North 75°14'48" East 270.60 feet to an iron pin set;
Thence, 75°14'48" East 199.68 feet to an iron pin set;
Thence, leaving said right-of-way following the centerline creek South 44°13'26" East 76.59 feet to a point;
Thence, following said creek South 55°05'41" East 44.51 feet to a point;
Thence, following said creek South 65°10'20" East 78.76 feet to a point;
Thence, following said creek South 61°25'43" East 79.56 feet to a point;
Thence, following said creek South 46°48'17" East 204.03 feet to a point;
Thence, following said creek South 12°55'44" East 26.98 feet to a point;
Thence, following said creek South 43°29'29" East 57.63 feet to a point;
Thence, following said creek South 59°21'19" East 27.06 feet to a point;
Thence, following said creek South 09°19'59" East 15.44 feet to a point;
Thence, following said creek South 05°15'18" West 86.90 feet to a point;
Thence, following said creek South 25°33'55" West 16.91 feet to a point;
Thence, following said creek South 03°45'03" West 39.05 feet to an iron pin set at the intersection of centerline of creek and the proposed 1034' contour the low water mark of proposed lake;
Thence, following the proposed low water mark of said lake North 74°03'55" West 66.69 feet to a point;
Thence, following the proposed low water mark of said lake South 81°15'56" West 36.28 feet to a point;

[CONTINUES ON FOLLOWING PAGE]

Thence, following the proposed low water mark of said lake South 87°03'05" West 15.72 feet to a point;
Thence, following the proposed low water mark of said lake South 72°44'36" West 22.47 feet to a point;
Thence, following the proposed low water mark of said lake South 63°15'36" West 16.45 feet to a point;
Thence, following the proposed low water mark of said lake South 24°24'35" East 32.30 feet to a point;
Thence, following the proposed low water mark of said lake South 70°03'45" West 9.24 feet to a point;
Thence, following the proposed low water mark of said lake South 14°59'29" East 19.17 feet to a point;
Thence, following the proposed low water mark of said lake North 76°26'08" East 9.47 feet to a point;
Thence, following the proposed low water mark of said lake South 08°43'14" East 37.68 feet to a point;
Thence, following the proposed low water mark of said lake South 00°08'08" West 32.26 feet to a point;
Thence, following the proposed low water mark of said lake South 09°06'55" West 23.63 feet to a point;
Thence, following the proposed low water mark of said lake South 82°24'53" East 29.77 feet to a point;
Thence, following the proposed low water mark of said lake South 73°44'20" East 41.15 feet to a point;
Thence, following the proposed low water mark of said lake South 61°50'09" East 20.82 feet to a point;
Thence, following the proposed low water mark of said lake North 82°16'41" East 67.97 feet to a point;
Thence, following the proposed low water mark of said lake North 53°23'21" East 11.94 feet to a point;
Thence, following the proposed low water mark of said lake South 37°12'02" East 49.07 feet to a point;
Thence, following the proposed low water mark of said lake South 10°28'30" West 64.73 feet to a point;
Thence, following the proposed low water mark of said lake South 48°11'42" East 61.54 feet to a point;
Thence, following the proposed low water mark of said lake South 14°53'24" East 54.78 feet to a point;
Thence, following the proposed low water mark of said lake South 72°28'20" East 11.78 feet to an iron pin set;
Thence , leaving said lake South 18°29'02" West 254.14 feet to an iron pin set;
Thence South 35°12'21" West 280.00 feet to an iron pin set;
Thence, South 06°18'56" East 281.24 feet to an iron pin set at the right-of-way of proposed Morris Road Extension (100' R/W);

[CONTINUES ON FOLLOWING PAGE]

Thence, along a curve to the right having a radius of 900.00 feet and an arc length of 151.60 feet, being subtended by a chord of South 87°59'38" West for a distance of 151.42 feet along said right-of-way to an iron pin set;
Thence, North 87°10'51" West 286.86 feet along said right-of-way to an iron pin set;
Thence, along a curve to the left having a radius of 600.00 feet and an arc length of 286.09 feet, being subtended by a chord of South 79°09'35" West for a distance of 283.38 feet along said right-of-way to an iron pin set;
Thence, South 65°30'00" West 174.13 feet along said right-of-way to an iron pin set;
Thence, North 63°52'10" West 51.32 feet along said right-of-way to an iron pin set at the easterly right-of-way of proposed Deerfield Parkway (100' R/W);
Thence, North 24°29'49" West 516.65 feet along the right-of-way of proposed Deerfield Parkway (100' R/W) to an iron pin set located at the true point of beginning.

Less and except the land conveyed by Quitclaim deed from Development Authority of Fulton County to Deerfield Park, LLC, a Georgia limited liability company, dated March 25, 1998, and recorded in Deed Book 24183, Page 1, Fulton County, Georgia Records.

Tract 2:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 1115 and 1118, 2nd District, 2nd Section, Fulton County, Georgia; and being the same property designated as Phase II and being shown on a plat of survey by John W. Stanzilis Jr., a Georgia Registered Land Surveyor No. 2109, and being identified as an ALTA/ACSM Land Title Survey for GTE Mobilnet Incorporated, dated July 21, 1997, which survey is incorporated herein by this reference, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the common land lot corner of Land Lots 1113, 1114, 1119 and 1120; thence leaving the aforesaid common land lot corner, run thence South 89°10'31" East 588.68 feet along the common land lot line of Land Lots 1114 and 1119 to an iron pin set located on the genrally easterly right-of-way line of proposed Deerfield Parkway (100-foot right-of-way width); thence leaving the aforesaid land lot line, run in a southeasterly direction along the aforesaid right-of-way line of proposed Deerfield Parkway South 24°29'49" East 516.65 feet to an iron pin set located on the generally northerly right-of-way line of proposed Morris Road Extension (100-foot right-of-way width); thence leaving the aforesaid right-of-way line, run along the northerly right-of-way line of proposed Morris Road Extension the following five (5) courses and distances and following the curvature thereof: (1) South 63°52'10" East 51.32 feet to an iron pin set; (2) North 65°30'00" East 174.13 feet to an iron pin set; (3) along a curve to the right having a radius of 600.00 feet, an arc length of 286.09 feet, and being subtended by a chord of North 79°09'35" East for a distance of 283.38 feet to an iron pin set; (4) South 87°10'51" East 286.86 feet to an iron pin set; and (5) along a curve to the left having a radius of 900.00 feet, an arc length of 151.60 feet, and being subtended by a chord of North 87°59'38" East for a distance 151.42 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING**; from the **TRUE POINT OF BEGINNING**, as thus established, thence leaving the aforesaid right-of-way line, run the following three (3) courses and distances: (1) North 06°18'56" West 281.24 feet to an iron pin set; (2) North 35°12'21" East 280.00 feet to an iron pin set; and (3) North 18°29'02" East 254.14 feet to an iron pin set located at the proposed 1034.00-foot contour line and the low water mark of a proposed lake; thence following the proposed low water mark of said lake, run the following thirteen (13) courses and distances: (1) South 72°16'23" East 115.84 feet to a point; (2) South 55°51'57" East 81.42 feet to a point; (3) South 45°34'11" East 27.87 feet to a point; (4) South 85°14'52" East 81.32 feet to a point; (5) North 88°16'29" East 77.67 feet to a point; (6) South 89°38'05" East 70.36 feet to a point; (7) North 49°33'03" East 21.55 feet to a point; (8) North 09°01'40" East 9.60 feet to a point; (9) North 64°16'24" East 12.93 feet to a point; (10) North 85°48'31" East 54.99 feet to a point; (11) North 68°39'18" East 41.80 feet to a point; (12) South 49°40'12" East 32.15 feet to a point; and (13) South 35°27'40" East 53.48 feet to an iron pin set located at the northwesterly right-of-way line of proposed Morris Road Extension; thence leaving the aforesaid proposed lake, run along the northwesterly right-of-way line of proposed Morris Road Extension the following two (2) courses and distances and following the curvature thereof: (1) South 36°34'52" West 337.15 feet along said right-of-way to an iron pin set; and (2) along a curve to the right having a radius of 900.00 feet, an arc length of 731.79 feet, and being subtended by a chord of South 59°52'29" West for a distance of 711.80 feet to an iron pin set, said iron pin set being the **TRUE POINT OF BEGINNING.**

[NO FURTHER TEXT ON THIS PAGE]

Exhibit "B"

Tower Location Easement Area, Access Easement Area, Utility and Fiber Easement Area

TOWER LOCATION EASEMENT AREA

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 81°49'51" W, a distance of 50.00 feet;
Thence N 08°08'42" W, a distance of 85.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet;
Thence S 08°08'42" E, a distance of 85.00 feet to the POINT OF BEGINNING.

Said Premises contains 0.10 Acres (4,250 Square Feet), more or less.

ACCESS EASEMENT AREA

All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet to the POINT OF BEGINNING;

Thence S 08°10'09" E, a distance of 2.00 feet;
Thence N 81°49'51" E, a distance of 30.64 feet;
Thence with a curve to the right with an arc length of 81.40 feet, with a radius of 54.00 feet, with a chord bearing of S 54°59'05" E, with a chord length of 73.91 feet;
Thence S 11°48'01" E, a distance of 195.20 feet;

Thence with a curve to the left with an arc length of 19.70 feet, with a radius of 17.00 feet, with a chord bearing of S 44°59'54" E, with a chord length of 18.62 feet;
Thence S 78°11'46" E, a distance of 126.50 feet;
Thence S 87°05'31" E, a distance of 89.10 feet;
Thence with a curve to the right with an arc length of 41.72 feet, with a radius of 27.00 feet, with a chord bearing of S 42°49'30" E, with a chord length of 37.69 feet;
Thence S 01°26'32" W, a distance of 50.32 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence S 87°55'58" W, along said Right-of-Way Line, a distance of 20.04 feet;
Thence N 01°26'32" E, leaving said Right-of-Way Line, a distance of 51.54 feet;
Thence with a curve to the left with an arc length of 10.82 feet, with a radius of 7.00 feet, with a chord bearing of N 42°49'30" W, with a chord length of 9.77 feet;
Thence N 87°05'31" W, a distance of 90.66 feet;
Thence N 78°11'46" W, a distance of 128.05 feet;
Thence with a curve to the right with an arc length of 42.88 feet, with a radius of 37.00 feet, with a chord bearing of N 44°59'54" W, with a chord length of 40.52 feet;
Thence N 11°48'01" W, a distance of 195.20 feet;
Thence with a curve to the left with an arc length of 51.25 feet, with a radius of 34.00 feet, with a chord bearing of N 54°59'05" W, with a chord length of 46.54 feet;
Thence S 81°49'51" W, a distance of 80.61 feet;
Thence N 08°15'46" W, a distance of 22.00 feet;
Thence N 81°49'51" E, a distance of 50.00 feet to the POINT OF BEGINNING.

Said Easement contains 0.31 Acres (13,456 Square Feet), more or less.

UTILITY AND FIBER EASEMENT AREA
All that tract or parcel of land lying and being in the Second District, Second Section, Fulton County, Georgia, and being a portion of the property of Cellco Partnership, of record in Deed Book 50153, Page 46, Clerk's Office, Fulton County, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod found at an Eastern Corner of aforesaid property;
Thence along a Chord Tie Line having a Bearing of N 81°45'21" W, a distance of 478.80 feet;
Thence N 08°03'52" W, a distance of 1.50 feet to the POINT OF BEGINNING;

Thence N 08°10'09" W, a distance of 10.00 feet;
Thence N 81°49'51" E, a distance of 77.64 feet;

Thence with a curve to the right with an arc length of 59.93 feet, with a radius of 85.50 feet, with a chord bearing of S 40°13'35" E, with a chord length of 58.71 feet;
Thence S 20°08'50" E, a distance of 43.93 feet;
Thence S 11°48'01" E, a distance of 132.72 feet;
Thence S 02°45'29" W, a distance of 150.33 feet to a point on the Northern Right-of-Way Line of Morris Road;
Thence N 87°14'31" W, along said Right-of-Way Line, a distance of 10.00 feet;
Thence N 02°45'29" E, leaving said Right-of-Way Line, a distance of 149.05 feet;
Thence N 11°48'01" W, a distance of 130.71 feet;
Thence N 20°08'50" W, a distance of 43.20 feet;
Thence with a curve to the left with an arc length of 49.58 feet, with a radius of 75.50 feet, with a chord bearing of N 38°57'38" W, with a chord length of 48.70 feet;
Thence S 81°49'51" W, a distance of 74.09 feet to the POINT OF BEGINNING.

Said Easement contains 0.10 Acres (4,556 Square Feet), more or less.

Exhibit "C"

Temporary Easement Area

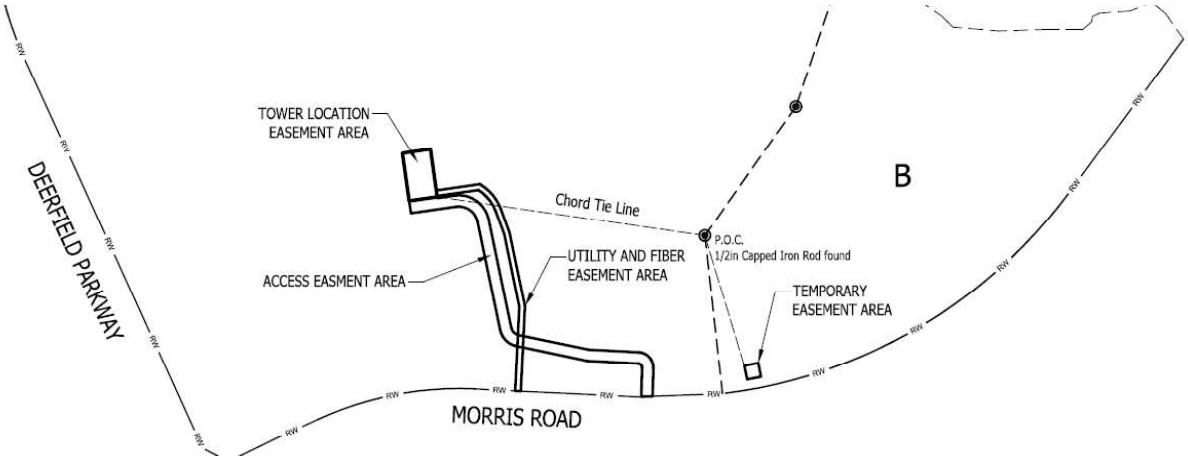


EXHIBIT D

INTENTIONALLY OMITTED

EXHIBIT E

FORM OF EACH DEED

[CELLCO PARTNERSHIP DEED AS TO TRACT 1]

[GTE PARTNERSHIP DEED AS TO TRACT 2]

Prepared by and please return to:

Holland & Knight LLP
400 North Tampa Street
Suite 4100
Tampa, FL 33602

STATE OF GEORGIA)
)
COUNTY OF FULTON)

Parcel ID No.: [ ]

LIMITED WARRANTY DEED

THIS INDENTURE, made this ___ day of _____, 20__, is between ***[CELLCO PARTNERSHIP****, a Delaware general partnership, as to Tract 1 and* ***GTE WIRELESS LLC****, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated*[1]*as to Tract 2]* ("***Grantor***"), and **CITY OF MILTON**, a Georgia municipal corporation, 2006 Heritage Walk, Milton, Georgia 30004 (hereinafter called "***Grantee***").

W I T N E S S E T H:

THAT THE GRANTOR, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid at and before the delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the Grantee, its successors, legal representatives and assigns all that tract or parcel of land lying and being in Fulton County, Georgia, being more particularly described on **Exhibit A** attached hereto and by this reference

[1] Unless previously recorded, the certificate of conversion be included as an exhibit to the GTE Wireless LLC Deed.

made a part hereof, and all rights, easements, benefits, privileges, and appurtenances pertaining thereto or held and enjoyed in connection therewith (collectively, the "***Property***").

TO HAVE AND TO HOLD said Property, together with any and all of the rights, members and appurtenances thereof to the same being, belonging or in anywise appertaining to the only proper use, benefit and behalf of Grantee forever, in fee simple.

AND GRANTOR SHALL WARRANT and forever defend the right and title to said Property unto Grantee, and the successors, legal representatives and assigns of Grantee, against the claims of all persons whomsoever, claiming by, through or under Grantor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has signed and delivered this deed as of the date first above written.

Signed and delivered in the presence of:

GRANTOR:

_____, a _____

_____
Unofficial Witness

By: _____
Name: _____
Title: _____

_____
Notary Public

My Commission Expires on: _____

(NOTARY SEAL)

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT F

CERTIFICATE AND INDEMNITY

The undersigned, CELLCO PARTNERSHIP, a Delaware general partnership, and GTE WIRELESS LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated (collectively, "Sellers"), hereby certify to First American Title Insurance Company (the "Title Company") that:

1. Sellers have not entered into any currently effective unrecorded leases or occupancy agreements affecting the real property (the "Property") described in the Title Company's Title Commitment No. _____ (the "Title Commitment"), except for the Post-Closing License and the Antenna Easement (as such terms are defined in that certain Purchase and Sale Agreement dated as of _____, by and among Sellers and the City of Milton) and as follows: _____.

2. Sellers have not executed, and will not execute, any instrument that would adversely affect the title to the Property from the effective date of the Title Commitment through the date and time of recording of the deeds conveying the Property from Sellers to the City of Milton.

3. Sellers possess sufficient assets to pay any of the judgments, and any recorded liens related thereto, and corporate and franchise taxes against Sellers, if any, that are described in the Title Commitment, or which otherwise appear in the real estate and lien records of the county in which the Property is located.

4. Real estate taxes with respect to the Property that are due and payable by Sellers on the date hereof have been or will be paid, with any interest or penalties thereon if applicable.

5. There have been no repairs, improvements, or alterations to the Property or materials furnished to the Property, in each case by or on behalf of Sellers, within the preceding 90 days, for which the cost thereof remains unpaid, except as follows: _____. Such repairs, improvements, or alterations, if any, were started on _____, were completed on _____, and any outstanding repairs, improvements, or alterations will be completed on _____. Sellers will pay for the foregoing work during the preceding 90 days that could give rise to a mechanic's lien against the Property.

6. There are no unrecorded leases containing provisions for options to purchase or the rights of first refusal, rights of first offer, or other similar purchase rights.

Sellers will indemnify and hold the Title Company harmless from and against all loss, cost, damage, and expense, including reasonable attorney's fees, resulting from the omission of any exceptions in the Title Commitment in reliance upon and relating to the matters set forth in this Certificate and Indemnity. Notwithstanding the foregoing, to the extent that the Title Company has actual knowledge as of the date of this Certificate and Indemnity that any representation or statement contained herein is false or inaccurate, then Sellers will have no liability with respect to the same.

This Certificate and Indemnity is made for purposes of inducing the Title Company to insure title to the Property pursuant to the Title Commitment.

Dated: _____, 20__

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Name: _____
Title _____

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Name: _____
Title _____

EXHIBIT G

ESCROW AGREEMENT

[SEE ATTACHED]

First American Title Insurance Company

ESCROW AGREEMENT
(Monies)

File Number: Date: _____

Property Address: One, Two, and Three Verizon Place, Milton, Georgia 30004

Deposit(s):
Certified, uncertified, cashier check(s) or wire(s) in the amount of $250,000.00 is hereby deposited with First American Title Insurance Company, as Escrowee ("Escrowee"), and shall be released and delivered by Escrowee pursuant to that certain Purchase and Sale Agreement, dated as of even date herewith, by and among Cellco Partnership, a Delaware general partnership ("Cellco"), GTE Wireless LLC, a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated ("GTE"; Cellco and GTE hereinafter are collectively referred to as "Seller"), and the City of Milton, a Georgia municipal corporation ("Buyer"), or otherwise only upon the joint written order of Buyer and Seller or their respective legal representatives or assigns (the "Sales Contract"). Any additional funds to be deposited by Buyer as earnest money pursuant to the Sales Contract shall be deemed part of the deposit referenced herein for all purposes of this Escrow Agreement (this "Agreement").

Funds shall be placed in an interest-bearing account with interest payable to the City of Milton, a Georgia municipal corporation, whose TIN No. is _____. Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto agree Escrowee shall be under no duty to invest or reinvest any cash at any time held by it hereunder. Escrowee shall have the full right, power and authority to commingle any and all cash at any time constituting said deposit or part thereof with its other Escrow funds and all income, if any, derived from any use which Escrowee may make of any deposits hereunder shall belong to Escrowee. In the event Escrowee is requested to invest deposits hereunder, Escrowee is not to be held responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Agreement.

Escrowee is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case the said Escrowee obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow, to which said Escrowee is or may at any time become a party, it shall have a lien on the contents hereof for any and all costs, and reasonable attorneys' fees, whether

such attorneys shall be regularly retained or specially employed, and any other expenses which it may have incurred or become liable for on account thereof, and it shall be entitled to reimburse itself therefore out of said deposit, and Buyer and Seller jointly and severally agree to pay said Escrowee upon demand all such costs, fees and expenses so incurred, to the extent the funds deposited hereunder shall be insufficient to allow for such reimbursement.

If conflicting demands are made upon Escrowee or legal action in connection with this Escrow, Escrowee may withhold and stop all further proceedings without liability therefore, or Escrowee may file suit interpleader or declaratory relief in the Superior Court of Fulton County, Georgia. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Escrow or by any other party or parties are served upon Escrowee, Buyer and Seller jointly and severally agree to pay escrow fees and all costs, expenses, and attorney's fees expended or incurred by Escrowee as a result of any of the above described events. Buyer and Seller further agree to hold Escrowee harmless as escrow holder under this Escrow from all losses and expenses, including reasonable attorney's fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Escrow. Buyer and Seller jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection herewith and direct that all sums due to Escrowee pursuant hereto be deducted from the sums held in this Escrow prior to the disbursement of said sums, to the extent said sums are sufficient to pay all sums due Escrowee. Buyer and Seller hereby grant Escrowee a lien against the deposits held in this Escrow to secure all sums due Escrowee.

In no case shall the above-mentioned deposits be surrendered except on an order signed by the parties hereto, their respective legal representatives or assigns, or in obedience of the process or order of court as aforesaid.

These Escrow Instructions are not intended to cancel, supersede or modify the terms of the Sales Contract insofar as said agreement relates to matters not actually pertinent to this Escrow such as, but not limited to inspections, repairs, warranties, personal property or possession. The duties and responsibilities of Escrowee are limited to these Escrow Instructions and those provisions of the Sales Contract relating to title insurance, the Deposit, the Escrow Agreement, and the Closing escrow. For the above purposes, amendments to these Escrow Instructions shall be considered the same as these Escrow Instructions.

As between Buyer and Seller, in a situation involving a breach or default of the Sales Contract, the breaching or defaulting party shall be responsible for all costs and expenses payable to Escrowee under this Escrow Agreement.

Seller and Buyer hereby release and discharge Escrowee from all matters with respect to the subject matter hereof (except for gross negligence or intentional wrongdoing) and agree to indemnify and hold Escrowee harmless from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature, which in good faith, Escrowee may incur or sustain in connection with this Agreement, and without limiting the generality of the foregoing, Escrowee shall not incur any liability due to a delay in the electronic wire transfer of funds or with respect to any action taken or omitted in reliance upon any instrument, including any written notice or

instructions provided for in the Contract or this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrowee shall in good faith believe to be genuine, to have been signed or presented by a proper person or persons and to conform with the provisions of the Contract or this Agreement.

Seller and Buyer hereby certify that they are aware the Federal Deposit Insurance Corporation (FDIC) coverages apply only to a maximum amount of $250,000.00 for each individual depositor. Seller and Buyer understand that Escrow Agent assumes no responsibility for, nor will Seller and Buyer hold same liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's account to exceed $250,000.00 and that the excess amount is not insured by the Federal Deposit Insurance Corporation. Buyer agrees that if any funds held under this Escrow Agreement are unavailable to Escrow Agent for any reason, Buyer remains obligated under the Sales Contract to provide funds as called for in the Sales Contract.

This Escrow Agreement shall be governed by the laws of the State of Georgia.

Seller:

CELLCO PARTNERSHIP,
a Delaware general partnership

By: _____
Name: _____
Title _____

GTE WIRELESS LLC,
a Delaware limited liability company, successor by conversion to GTE Wireless Incorporated

By: _____
Name: _____
Title _____

First American Title Insurance Company hereby accepts this escrow and acknowledges receipt of the above funds

BY: _____
Authorized Signatory

Buyer:

CITY OF MILTON, a Georgia municipal corporation

By: _____
Name: _____
Title: _____