

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

Cross Reference to:
Deed _____, Page _____
Walton County, Georgia Records

STATE OF GEORGIA)

COUNTY OF WALTON)

**MEMORANDUM OF SECOND AMENDMENT TO
LICENSE AGREEMENT**

THIS MEMORANDUM OF SECOND AMENDMENT TO LICENSE AGREEMENT (“Memorandum”) is made and entered into as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia (having a mailing address of 303 South Hammond Drive, Suite 333, Monroe, Georgia 30655) (“**Owner**”), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) (“**Licensor**”).

W I T N E S S E T H:

WHEREAS, Owner and Licensor entered into that certain License Agreement dated March 31, 2001 (the “**Original License**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit “A”** attached hereto (the “**Demised Premises**”);

WHEREAS, the Original License was amended by that certain First Amendment to License Agreement dated August 7, 2018 (the “**First Amendment**” and together with the Original License, the “**License**”);

WHEREAS, the License has an original term (including all extension terms) that will terminate on August 6, 2033 (the “**Original Term**”); and

WHEREAS, effective as of the date of this Memorandum, Owner and Licensor have amended the License pursuant to a Second Amendment to License Agreement (the “**Amendment**”) and desire to acknowledge, confirm and make record of the Amendment.

NOW, THEREFORE, Owner and Licensor hereby acknowledge and agree that the following accurately represents the License, as amended by the Amendment:

Owner: Board of Commissioners of Walton County, Georgia, a political subdivision of the state of Georgia, with a mailing address of 303 South Hammond Drive, Suite 333, Monroe, Georgia 30655.

Licensor: Pinnacle Towers LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

Demised Premises: The real property leased by Owner to Licensor, together with an easement for ingress, egress and utilities thereto, is described in **Exhibit “A”** attached to this Memorandum and incorporated herein by this reference.

Expiration Date: If not otherwise extended or renewed, the License shall expire on August 6, 2028.

Right to Extend or Renew: Licensor has seven (7) remaining options to extend the License for successive periods of five (5) years each on the terms and conditions set forth in the License, as amended. If Licensor exercises all extensions/renewals, the final expiration of the Agreement will occur on August 6, 2063.

Option to Purchase: No.

Right of First Refusal: Yes, limited to the Demised Premises and subject to the terms and conditions set forth in the Amendment.

All of the terms, provisions, covenants and agreements contained in the License, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Owner and Licensor ratify, confirm and adopt the License, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the License, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the

License and any and all amendments thereto. The License and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the License or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the License and/or any amendments thereto, the terms and conditions of the License and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the License and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Second Amendment to Land Option and Lease Agreement effective as of the day and year first written above.

OWNER:

Signed, Sealed and
Delivered in the Presence of:

**BOARD OF COMMISSIONERS
OF WALTON COUNTY, GEORGIA**
a political subdivision of the state of Georgia

Unofficial Witness

By: _____ (SEAL)
Name: _____
Its: _____
Date: _____

Notary Public

ATTEST:

MY COMMISSION EXPIRES:

By: _____
Printed Name: _____
Title: _____

Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES

LICENSOR:

PINNACLE TOWERS LLC,
a Delaware limited liability company

By: _____ (SEAL)

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

Tower site facilities located at 2640 Whitney Road Monroe, Georgia East of Highway 11.
Note: Licensor may, at Licensor option revise this Exhibit B to accurately reflect the description of the Demised Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Demised Premises.

Being a portion of the real property conveyed to owner pursuant to that certain deed recorded in Book 2299 Page 298, Parcel ID C1400054.