As authorized by the Governor of the State of Alabama on March 18, 2020, elected officials may deliberate by means of telephone conference, video conference or other similar means of communication. Members of the public are also invited to listen, observe and participate in public meetings by such means as well.

Due to COVID-19 and the mandate that public gatherings of 10 or more are not permitted. Therefore, should anyone wish to listen, observe or participate in the City Council meetings of January 12, 2021 at 7 p.m. (pre-meeting at 6:00 p.m.), please join by way of the Zoom app (re: Meeting ID: 801-559-1126, password 01122021).

1. Recognize incoming Chamber President Ricky Bromberg

2. Parks/Recreation Board appointment-Shanda Williams (This item may be added to the formal agenda. See attached information.)

3. Discussion on backing into public parking spaces-Seth Adams of Village Sportswear and Chief Cook (See attached information.)

4. Annexation request for vacant lot at 4851 Mills Springs Circle-Steve Boone (This item may be added to the formal agenda. See attached information.)

5. Second amendment to tower site sublease agreement with American Tower Asset Sub, LLC for cellular tower at the Athletic Complex –Steve Boone (This item may be added to the formal agenda. See attached information.)

6. Executive Session
I have attached the info for the Park Board recommendation. The majority that responded was in favor of reappointing Meredith. Brian and I consider her one of our sports representatives and having that perspective is important with the upgrades we are doing.

We will not have another opening until next January. Several of our Park Board members do not know all the applicants so in the meantime, I plan to invite the other applicants to some of the Park Board meetings so we can meet them and will not be voting as blindly next time. That has been hard to do this past year with Covid and having several openings so close together.

--

Shanda Williams
Parks & Recreation Superintendent
City of Mountain Brook
3698 Bethune Drive
Mountain Brook, AL 35223
T-205-802-3879
F-205-967-6522
City of Mountain Brook Website
Mountain Brook Parks and Recreation Home Page
Date: January 6, 2021

To: Council Members

From: Shanda Williams, Parks and Recreation

Subject: Park Board Appointment

Meredith Waldrop’s first term on the Park Board expired on January 9, 2021.

As with all city boards, the board and council must evaluate the position and eligible applicants to see who will be the best fit for the board going forward with the new term. To aid in this decision, we have developed a new application process for residents interested in serving on any of the city boards or commissions. In the application it gives each person a chance to describe their interests in the specific board/commission and how they think they would be beneficial to the boards or commissions.

I have attached the applications we received from Skip Davis, Blake Russel, Tom Warburton, and Meredith Waldrop. All four have experiences and qualifications that would benefit the Park Board.

The Park Board submitted their recommendations individually and all of the responses were in favor of re-appointing Meredith Waldrop for a second term. She is very active with lacrosse and our sports programs and has been helpful in decisions concerning the upgrades to our fields and facilities.
City of Mountain Brook
Public Service Application

Date: 11-11-20  Name: Meredith Waldrop
Phone Number: (205) 706-6441  Email: merewaldrop@gmail.com
Address: 3415 Mountain Lane  City: Mountain Brook  State: AL  Zip Code: 35213

How long have you been a resident of Mountain Brook? 8 1/2 years

Which Board/Commission/Committee are you applying for? (check only one)

<table>
<thead>
<tr>
<th>Planning Commission</th>
<th>Board of Zoning Adjustments</th>
<th>Board of Landscape Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>Village Design and Review</td>
<td>Board of Education</td>
<td>Parks and Recreation Board</td>
</tr>
<tr>
<td>Editorial Board</td>
<td>Finance Committee</td>
<td>Emmet O’Neal Library Board</td>
</tr>
</tbody>
</table>

Previous Board Appointments
Please list any current or previous board appointments you have held for the City of Mountain Brook.

<table>
<thead>
<tr>
<th>Name of Board</th>
<th>Dates Served</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parks &amp; Recreation</td>
<td>Nov. 2017 - present</td>
</tr>
</tbody>
</table>

Community Activities
Please list any current or past experience you have with civic, fraternal, volunteer, non-profit organizations in which you are or have been active.

<table>
<thead>
<tr>
<th>Name of organization</th>
<th>Dates Served</th>
<th>Title, Specific Projects, or Other Info.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mountain Brook Lacrosse Board</td>
<td>Sept 2019 - present</td>
<td>Assistant Treasurer</td>
</tr>
<tr>
<td>Crestline PTO Board</td>
<td>2019-2020</td>
<td>Treasurer</td>
</tr>
</tbody>
</table>

Appointment Interest
Please provide a brief statement describing your interest in serving on the selected board.

I have thoroughly enjoyed serving on the Parks and Recreation board over the last three years and would love to continue serving another term. As an active mother of two boys who play many sports, I have a vested interest in the continual improvement of our city parks and athletic facilities.
What specific objectives would you work towards as a member of the selected board?

My first priority is to continue to work towards improvements in our athletic facilities including more turf and hopefully more gym and field space in the foreseeable future.

Summarize your qualifications that you believe would benefit the selected board. Include education, experience, licenses, etc. You may attach a resume also.

See resume attached. As a former CPA and current homemaker, I am actively involved in various boards and organizations throughout our community. I am very organized, energetic and will persevere to ensure that we achieve our goals as a board.

Certification

By initialing here ( ), I certify the following:

I am a resident of Mountain Brook
I understand the commitment requirements for the board for which I am applying.
I understand that I will be serving without compensation.
I will report to the city if a conflict of interest arises or something changes that would affect my membership on the Board.
I will keep an open mind and consider all sides of issues presented to the board.
I understand that this application and appointment will become public record.

Meredith Waldrop
Printed Name of Applicant

Meredith Waldrop
Signature

11-11-20
Date

Note: If additional space is needed to complete the application, you may either write on the back of one of the pages or add additional pages. You may also attach any valid documentation you feel necessary to give us a better understanding of your qualifications. This includes a resume, copy of licenses or degrees, etc.

Submit the application to: www.munbrook.org or Sam Gaston, City Manager at gastons@munbrook.org

Applications will be kept for three years from the date listed on the front page. You will need to re-apply periodically if you are still interested in serving on any of the boards. If your contact information changes within the three years, please submit a new application.
MEREDITH G. WALDROP, CPA
3415 Mountain Lane* Mountain Brook, Alabama 35213
(205) 706-6441
merewaldrop@gmail.com

EDUCATION
Master of Accountancy
University of Alabama, Tuscaloosa, Alabama, May 2005
Major: Accounting GPA: 4.0/4.0

Bachelor of Science in Business Administration
University of Alabama, Tuscaloosa, Alabama, May 2004
Major: Accounting GPA: 4.2/4.0

EXPERIENCE
Snyder's-Lance, Inc., Charlotte, North Carolina
• Assisted in preparation of SEC filings (quarterly and annual reports)
• Reviewed accounting literature to ensure compliance with GAAP and SEC requirements
• Analyzed financial statements for potential material misstatements
• Assisted in development of reporting tools utilized by senior management and the Board of Directors
• Assisted in integration efforts for merger of equals with Snyder's of Hanover
• Assisted with external financial audits

Manager, Financial Accounting, June 2009 – December 2010
• Facilitated monthly and quarterly closing processes
• Prepared and/or review reconciliations for all balance sheet accounts except for trade and inventory-related accounts
• Performed monthly and quarterly variance analyses
• Managed two corporate accountants
• Successfully integrated the accounting of a newly purchased subsidiaries
• Facilitated foreign currency translation process for Canadian subsidiary
• Worked closely with internal and external auditors and ensure compliance with Sarbanes Oxley
• Active participant in transition of Lance Private Brands & Cape Cod from legacy ERP systems to Oracle ERP system
• Member of Lance Policies & Procedures Vision Stream team

Manager, Route Receivables & Central Billing, June 2008 – June 2009
• Provided supervision and guidance to the customer file, route receivables, private brands receivables and central billing groups
• Managed 16-18 employees
• Performed monthly and quarterly closing duties for accounts receivable, including preparation of reserve analyses for both route and private brands receivables
• Oversaw collection of approximately $30M of private brands receivables and $1M of route receivables and offer input for collection strategies of problem accounts
• Assisted with new customer credit approval
• Assisted with budgeting activities
• Actively participated in implementation of Oracle ERP system

Senior Accounting Analyst, December 2006 – June 2008
• Performed monthly and quarterly accounting closing duties for Lance Co., Charlotte
• Reconciled and maintained numerous balance sheet accounts, including variance analyses
• Served as member of due diligence team for acquisition of Brent & Sam's
• Provided support to various departments including Payroll, A/P, A/R, and Sales
• Identified and resolved accounting issues
• Practiced intercompany accounting among Lance's subsidiaries

PricewaterhouseCoopers, Birmingham, Alabama and Charlotte, North Carolina
Associate - Assurance & Business Advisory Services, August 2005 – December 2006
• Performed year-end and quarterly review audit with SEC registrants as well as privately-held enterprises in various industries (e.g. healthcare, insurance, financial services, maritime)
• Led site visits for a division of a high profile healthcare client
• Integrated internal control effectiveness into audits of financial statements
• Performed numerous inventories for clients within the manufacturing industry
• Built strong client relationships
• Actively participated in many recruiting, teaming, and fundraising events

CERTIFICATIONS/
PROFESSIONAL AFFILIATIONS
• Certified Public Accountant, State of North Carolina, January 2007
• Certified Public Accountant, State of Alabama, October 2005

EXTRACURRICULAR
ACTIVITIES
Ballet Guild of Birmingham
Crestline Elementary PTO Board
Children’s Art Guild
City of Mountain Brook Parks and Recreation Board
Mountain Brook Lacrosse Board
Symphony 30
University of Alabama Kappa Delta Chapter Advisory Board
I am unaware of any parking violation that would apply. This would be a moving violation when the vehicle was being operated and driven the wrong way on a one way. A sworn officer would have to observe it when it was being operated improperly and could issue a citation if the officer did. The parking control officer cannot take enforcement action on anything but parking infractions.

On Tue, Dec 22, 2020 at 10:50 AM Stewart Welch, III <Stewart@welchgroup.com> wrote:

yes

From: Sam Gaston <gastons@mtnbrook.org>
Sent: Tuesday, December 22, 2020 10:44 AM
To: Stewart Welch, III <Stewart@welchgroup.com>; Seth Adams <sethadams@charter.net>
Cc: Ted Cook <cokt@mtnbrook.org>
Subject: RE: Parking

CAUTION: External Email!

Is this Petticoat Lane?

Sam S.Gaston
City Manager
City of Mountain Brook, AL.
56 Church Street
P.O. Box 13009
Mountain Brook AL 35213
(205) 802-3803 Phone
(205) 870-3577 Fax
Seth,

I can’t imagine why they would back into a space on a one-way street. What street is this?

Stewart H. Welch, III
Mayor, City of Mtn. Brook

3940 Montclair Road, Fifth Floor | Birmingham, AL 35213
main 205.879.5001 | toll free 800.709.7100 | fax 205.879.7979

stewart@welchgroup.com

www.mtnbrook.org

BIO
CAUTION: External Email!

Stewart. Good Morning. I had a nice conversation with our parking enforcement this morning and asked about back in parking. She said that there was nothing in the city’s parking ordinance that makes this a ticketable offense. This particular case involves a car backing into a space on a one way street which means they will pull out into one way traffic going the wrong way. This also happens on Montevallo Road frequently. This means that a vehicle has to stop traffic in order to back in and then will proceed to cut across all lanes of traffic to pull out. I hope we are able to find some law that prohibits this dangerous parking situation. Thanks for your time and Merry Christmas. Seth.

Sent from my iPhone
TO THE CITY CLERK AND THE CITY COUNCIL OF THE CITY OF MOUNTAIN BROOK, A MUNICIPAL CORPORATION IN THE STATE OF ALABAMA:

The undersigned (is the owner) (are the owners) of the property described in Exhibit A attached hereto ("Property"), which is contiguous to the corporate limits of the City of Mountain Brook, a municipal corporation in the State of Alabama ("City"). No part of the Property is within the corporate limits or police jurisdiction of any other municipality. (I) (We) hereby file this petition with the City Clerk of the City and request that the Property be annexed to the City, pursuant to the Code of Alabama 1975, §11-42-21, et seq. A map of the Property, which shows its relationship to the corporate limits of the City, is attached hereto as Exhibit B.

In witness whereof, the undersigned (has) (have) signed this petition on the 5th day of January, 2021.

[Signatures]

Witness

[Signature]

[Signature]

Witness

[Print or Type Name on this Line]

[Print or Type Name on this Line]
SEND TAX NOTICE TO:
Brian Thomas Gregory and Caitlin Skislak Gregory

This instrument prepared by:
S. Kent Stewart
Stewart & Associates, P.C.
3595 Grandview Pkwy, #280
Birmingham, Alabama 35243
TVL.2000628

WARRANTY DEED

State of Alabama
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS: That, in consideration of One Hundred Fifteen Thousand and 00/100 Dollars ($115,000.00), the amount which can be verified by the Closing Statement, in hand paid to the undersigned, Susan Whitehouse, an unmarried woman; Scott Whitehouse, an unmarried man; and Bryan Whitehouse, an unmarried man, whose address is 4851 Mill Springs Circle, Mountain Brook, AL 35223 (hereinafter “Grantor”, whether one or more), by Brian Thomas Gregory and Caitlin Skislak Gregory, whose address is 4851 Mill Springs Circle, Mountain Brook, AL 35223 (hereinafter “Grantee”, whether one or more), the receipt and sufficiency of which are hereby acknowledged, Grantor does, by these presents, grant, bargain, sell, and convey unto Grantee Brian Thomas Gregory and Caitlin Skislak Gregory, as joint tenants with right of survivorship, the following described real estate situated in Jefferson County, Alabama, the address of which is 4851 Mill Springs Circle, Mountain Brook, AL 35223, to wit:

Description of a parcel of land in the North 1/2 of the Southwest 1/4 of Section 36, Township 17 South, Range 2 West, Jefferson County, Alabama, being more particularly described as follows: Begin at the Southwest corner of Lot 16 Mill Springs Circle as recorded in Map Book 162, Page 11, in the Office of the Judge of Probate, Jefferson County, Alabama; thence run in a northwesterly direction along the northeasterly line of said Lot 16 for a distance of 194.16 feet to the southwesterly corner of Lot 4A of said Mill Springs Circle; thence turn an angle to the right of 90°00’ and run in a northeasterly direction along the Northeast line of said Lot 4A for a distance of 100.00 feet; thence turn an angle to the left of 90°00’ and run in a northwesterly direction along the Northeast line of said Lot 4A for a distance of 100.00 feet to the Southeast right-of-way line of Mill Springs Circle Road, said right-of-way being 50.00 feet in width; thence turn an angle to the right of 90°00’ and run in a northeasterly direction along said Southeasterly right-of-way line for a distance of 40.00 feet to the beginning of a curve to the right, said curve having a radius of 231.29 feet and a central angle of 46°49’59”; thence run in a northeasterly direction along the arc of said curve and said Southeasterly right-of-way line for a distance of 189.05 feet to a point in said Southeasterly right-of-way line where the right-of-way expands to 70.00 feet in width; thence turn an angle to the right of 113°24’59.5” to the chord and run radially to said curve in a southerly direction for a distance of 10.00 feet; thence turn an angle to the left of 87°24’59.5” to the chord of a curve in said Southerly right-of-way line, said curve having a radius of 221.29 feet and a central angle of 5°10’01”; thence run in an easterly direction for a distance of 9.96 feet along the arc of said curve to the end of said curve; thence run in an easterly direction tangent to said curve for a distance of 88.00 feet to a point on a curve to the right intersection of Mill Springs Circle and Mill Springs Road, said curve on the intersection 50.00 feet and a central angle of 90°00’; thence run in an easterly to southerly direction along the arc of said curve for a distance of 39.27 feet to the end of said curve; thence run in southerly direction tangent to said curve for a distance of 5.03 feet to the beginning of a curve to right in the Westerly right-of-way line of Mill Springs Road, said curve having a radius of 333.56 feet and a central angle of 31°11’14”; thence run in a southerly to westerly direction along the for distance of 181.60 feet to the end of said curve; thence continue in a southwest to said curve for a distance of 195.84 feet to the point of beginning.
Subject to current taxes, all matters of public record, including, but not limited to easements, restrictions of record, and other matters which may be viewed by observation. Mining and mineral rights excepted.

Subject to a third-party mortgage in the amount of $0.00 executed and recorded simultaneously herewith.

SUSAN WHITEHOUSE, SCOTT WHITEHOUSE, AND BRYAN WHITEHOUSE ARE THE SOLE SURVIVING HEIRS AT LAW OF RANDALL S. WHITEHOUSE, a/k/a RANDALL STANLEY WHITEHOUSE; RANDALL S. WHITEHOUSE HAVING DIED ON OR ABOUT JANUARY 4, 2018.

TO HAVE AND TO HOLD, unto the said Grantee, and Grantee's heirs, executors, administrators, and assigns forever. The Grantor does for Grantor and for the Grantor's heirs, executors, and administrators, and assigns, covenant with said Grantee, and Grantee's heirs, executors, administrators and assigns, that Grantor is lawfully seized in fee simple of said premises; that it is free from all encumbrances, unless otherwise noted above; that Grantor has good right to sell and convey the same as aforesaid; that Grantor will and Grantor's heirs, executors, and administrators shall warrant and defend the same to the said Grantee, and Grantee's heirs and assigns forever, against the lawful claims of all persons.

IN WITNESS WHEREOF, Grantor has set their signature and seal on this 11th day of December, 2020.

Susan Whitehouse

Scott Whitehouse

Bryan Whitehouse

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify, SUSAN WHITEHOUSE, SCOTT WHITEHOUSE, AND BRYAN WHITEHOUSE, whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this 11th day of December, 2020.

Notary Public
1. Print name(s) of property owner(s).
   
   Brian Gregory
   Caitlin Gregory

2. Insert the attached Schedule 1 the legal description of the property owned by the undersigned for which an annexation petition has been filed ("Property").

3. Provide the following information about the Property:
   a. Address: 4851 Mill Springs Cir.
      Mountain Brook, AL 35223
   b. Size of property:
      1.74 acres, or
      __________ square feet
   c. Number of residents: 2
   d. Number of residents of voting age
      (18 years of age and or older): 2
   e. Number of registered voters: 2

4. Provide the following information with respect to each person residing on the Property who is under the age of 22 years. If more than one such person resides on the Property, use an additional sheet, if necessary, to provide information for such additional person(s).
   a. Name: N/A
   b. Age: ___
   c. Grade in school, during the current school term: ___
   d. School presently attended: ___

5. What is the present use of the Property? **Vacant property**

6. What is the anticipated use of the Property? **Build a house.**

7. Is the Property under contract with the City of Mountain Brook for fire protection services?
   YES ☑ NO ( )
8. Attach a copy of the deed by which the Property was conveyed to the present owner(s).

In witness whereof, the undersigned (has) (have) executed this questionnaire on the 5th day of January, 2021.

[Signatures]

Witness

[Signature of owner]

Witness

[Signature of owner]
STATE OF ALABAMA
JEFFERSON COUNTY

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, Brian & Caitlin Gregory is the owner of the following described real property, located in Jefferson County, Alabama, with an address of 4852 Mill Springs Cir. Mountain Brook, AL 35217 more particularly described on Exhibit "A" and illustrated in the accompanying map entitled Exhibit "B," which are attached hereto and made a part hereof; and

WHEREAS, the undersigned desires to subject said Property with the conditions, limitations, and restrictions hereinafter set forth.

The undersigned does hereby expressly engrat the following restrictive and protective covenants, conditions, covenants, and limitations on the real property hereinafter described in Exhibit A attached hereto:

I. EXCLUSIVE RESIDENTIAL USE AND IMPROVEMENTS.

A. The Property shall be used for single-family residential purposes only and for no other use or purpose.

B. Any residence constructed on the Property shall contain a minimum of 4,500 square feet of heated and cooled area.

C. The exterior of the residence constructed on the Property must be of brick or better material, and such residence shall have a pitched roof.

D. The residence constructed must contain a minimum of a two (2) car garage or parking area within a basement.

E. The Property shall not be further subdivided.

II. GENERAL PROVISIONS.

A. The Owner of the Property shall use his or her best efforts to prevent the development or occurrence of any unclean, unsightly, or unkempt conditions of buildings or grounds on such Property which shall tend to decrease the beauty of the specific area or the neighborhood as a whole.

B. No weeds, underbrush, or other unsightly growth shall be permitted to grow or
remain from the building line forward and no refuse pile or unsightly objects shall be allowed to
be placed or suffered to remain upon any part of the Property.

C. No vegetables or other crops may be grown on the front yard of any house on
the Property.

D. No trash, garbage, or other refuse shall be dumped, stored, or accumulated on
the Property. Trash, garbage, or other waste shall not be kept on the Property except in sanitary
containers or garbage compactor units.

E. No structure of temporary character such as a trailer, mobile home,
manufactured home, double-wide manufactured home, tent, or shack shall be used as a
residence either temporarily or permanently.

III. GENERAL PROVISIONS.

A. Each and every covenant and restriction contained herein shall be considered to
be an independent and separate covenant and agreement and in the event any one or more of said
covenants or restrictions shall, for any reason, be held invalid or unenforceable, all remaining
covenants and restrictions shall nevertheless remain in full force and effect in all matters and
respects.

B. The covenants and restrictions herein shall enure to the benefit of the land
described above and shall run with the land. If any person shall violate or attempt to violate any
of such restrictions or covenants, it shall be lawful for the undersigned or the City of Mountain
Brook, Alabama: (a) to prosecute proceedings at law for the recovery of damages against the
person or persons so violating or attempting to violate any such covenant or restriction, or (b) to
maintain an action in equity against the person or persons so violating or attempting to violate
any such covenant or restriction for the purpose of preventing such violation; provided, however,
that the remedies contained in this paragraph shall be construed as cumulative of all other
remedies now or hereafter provided by law.

C. The restrictions, covenants and provisions contained herein shall remain in full
force and effect for a period of twenty-five (25) years from the date hereof, after which time said
restrictive covenants and provisions shall be automatically extended for successive periods of ten
(10) years.

IN WITNESS WHEREOF, (owner(s)), who are fully authorized,
exercises this Declaration of Protective Covenants on the 15th
day of

ATTEST:

[Signatures]
STATE OF ALABAMA

JEFFERSON COUNTY

I, the undersigned authority in and for said county and state hereby certify that

Caitlin and Brian Gregory, whose name is signed to the
foregoing Declaration of Protective Covenants and who is known to me, acknowledged before
me on this day that, being informed of the contents, has full authority and has executed the same
voluntarily.

Given under my hand and official seal on this 15 day of

December 2020.

BAILEY BULLOCK
Notary Public
Alabama State at Large

Notary Public
My commission expires: May 15, 2024
Below in red are the terms I suggested to American Tower. The last black bullet Mr. Felder suggested to help sell these terms to his management. His notes say there is no additional space available. I told him I was not sure if there was due to the terrain but that if he can squeeze out another 1,000 to 1,200 SF I doubt the Council will object considering the site cannot be used for anything else. He stated that Verizon generally likes additional space to co-locate. He understands that these terms are just me and him talking and that the City Council will have to review and approve.

The next steps will be for Mr. Felder to seek preliminary approval from his management. If they agree, they will either send back a formal amendment for your consideration or an informal consent to the terms.

If any of you object to any of these proposed terms, let me know now before I send back to American Tower for their review.

"Following are the terms I will circulate to my elected officials if agreeable to your counterparties to the lease.

- Term would remain unchanged [Am. Tower Proposed $24,882 rent (50%)]
- Reduce the annual base rent by 50% Reduce from $49,764 to $40,000 (~20%)
- Reduce term escalator on rent from 20% to 12% ever five years [Am. Tower sought to reduce escalator to 10%]
- Guarantee rent to the landlord for the next 10 years $40,000 plus 12% escalations every 5-years?
- $10,000 consideration to renegotiate the terms.
• City to consider expanding the footprint of the leased space by 1,000 to 1,200 square feet, if feasible, to accommodate other carriers subject to sublease terms of the lease agreement.

Steven Boone
City of Mountain Brook
P. O. Box 130009
Mountain Brook, AL 35213-0009
Direct: (205) 802-3825
Facsimile: (205) 874-0611

www.mtnbrook.org
http://mtnbrookcity.blogspot.com/
Twitter®: @mountain_brook
SECOND AMENDMENT TO TOWER SITE SUBLEASE AGREEMENT

This Second Amendment to Tower Site Sublease Agreement (this "Amendment") is made effective as of the latter signature date hereof (the "Effective Date") by and between City of Mountain Brook, Alabama, an Alabama municipal corporation ("Landlord") and American Tower Asset Sub, LLC, a Delaware limited liability company ("Tenant") (Landlord and Tenant being collectively referred to herein as the "Parties").

RECITALS

WHEREAS, Landlord owns the Board of Education of the City of Mountain ("Board") is the owner of certain real property located in Jefferson County, Alabama, being more particularly depicted or described on Exhibit A—attached hereto and by this reference made a part hereof (the "Parent Parcel") and the Board leased a portion of the Parent Parcel to Landlord pursuant to that certain lease agreement, dated October 1, 1989, as amended, and further pursuant to a restated and amended lease agreement dated January 26, 2015, as recorded in Book L5 201511, Page 27633 in the office of the Judge of Probate of Jefferson County, Alabama; and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Site Sublease Agreement dated November 1, 1997 (the "Original Lease") as amended by that certain The First Amendment to Tower Site Sublease Agreement (the "First Amendment"; the Original Lease and the First Amendment, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises are also described on Exhibit A; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. One-Time Payment. Tenant shall pay to Landlord a one-time payment in the amount of Ten Thousand and No/100 Dollars ($10,000.00), payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant’s receipt of this Amendment executed by Landlord, on or before November 1, 2020; (b) Tenant’s confirmation that Landlord’s statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord’s ownership right to sublease the Leased Premises to Tenant; (c) Tenant’s receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein.

2. Memorandum of Lease. The Landlord hereby agrees to execute and return to Tenant an original recordable Memorandum of Lease in the form and of the substance attached hereto as Exhibit B and by this reference made a part hereof (the "Memorandum") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. Rent and Escalation. Commencing with the second rental payment due following the Effective Date, the rent payable from Tenant to Landlord is hereby reduced to Forty Thousand and No/100 Dollars ($40,000.00) per year (the "Rent") commencing on December 1, 2022 and on the beginning of each renewal term thereafter, Rent due under the Lease, as amended hereby, shall increase by an amount equal to twelve percent (12%) of the then current Rent. In the event of any overpayment of Rent or

Site No: 300249
Site Name: Liberty Parkway
additional rent (as described in Section 11 of the Original Lease) prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to the CITY OF MOUNTAIN BROOK, ALABAMA. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant’s activities at and uses of the site prior to the Effective Date, Landlord’s execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant’s interest in this Lease, as modified by this Amendment. Tenant and Tenant’s sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Tenant shall comply with all municipal ordinances governing its operations, including but not limited to zoning, telecommunication and building code ordinances. To the extent approval is necessary from governmental agencies other than the City of Mountain Brook, Landlord authorizes Tenant, its subtenants and licensees, and their agents to file applications or seek approval with other such authorities or agencies for Tenant’s intended use of the Leased Premises. Upon request by Tenant and at Tenant’s sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to, and agrees to promptly execute and return to Tenant building permit, zoning, applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. Landlord hereby appoints Tenant or Tenant’s attorney in fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, or any appeals related to the value of the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications or appeals shall be limited strictly to the use or value of the Leased Premises as a wireless telecommunications facility and that such attorney in fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the Parent Parcel, approval or use of the Leased Premises by Tenant and/or Tenant’s customers, licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Termination and Removal.** Within 120 days of the expiration or termination of the Lease, Tenant shall remove all of its above-ground communications equipment and other personal property from the Leased Premises, but not including underground utilities, if any, and restore the Leased Premises to its original condition, reasonable wear and tear excepted.

6. **Non-Compete.** During the original term or any renewal terms of the Lease, as amended hereby, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord’s contiguous, adjacent, adjoining or surrounding property to any person or entity.

---

Site No: 300249
Site Name: Liberty Parkway
directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "Third Party Competitor") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant’s sole, reasonable discretion.

7. Limited Right of First Refusal. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor: If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord’s interest in the Lease to a Third Party Competitor (any such offer, the “Offer”), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant’s right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

9.6 Tenant’s Right to Expand Leased Premises. For good and valuable consideration, the receipt adequacy and sufficiency of which are hereby acknowledged, Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional one thousand hundred (1,000) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Tenant’s sole and absolute discretion (the "Expansion Area"). Tenant may, by written notice to Landlord, exercise said option, in Tenant’s sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Tenant, its agents, employees and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built or similar survey of all or any portion of the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Tenant shall include, without limitation, the right to clear trees, brush and other obstructions which may interfere, in Tenant’s sole discretion, with Tenant’s ability to conduct such evaluation activities. Landlord agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Landlord, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Until such time as Tenant exercises said option, if ever, Landlord hereby agrees to give Tenant no less than ninety (90) days prior notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Tenant may elect to designate the Expansion Area by written notice to Landlord, in which case such Expansion Area would no longer be available for Landlord to lease to a third party.

10.7 Landlord Statements. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii)
Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole leasehold owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant’s rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant’s customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant’s existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforesaid indemnification shall survive the execution and delivery of this Amendment.

11.8 Confidentiality. The Parties acknowledge and agree that Section 6 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to confidentiality shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential, to the extent permitted by law. Except with Landlord’s family, attorney, accountant, broker, lender, a prospective fee simple purchaser of the Parent Parcel, or if otherwise required by law, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.

12.9 Notices. The Parties acknowledge and agree that Section 17 of the Original Lease and Section 7 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 56 Church St, Mountain Brook, AL 35213; To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

14.10 Counterparts. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall

Site No: 300249
Site Name: Liberty Parkway
constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

14.11. Waiver. The Parties acknowledge and agree that section 10 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the effective date and notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.

15.12. Tenant's Securitization Rights; Estoppel. The Parties acknowledge and agree that Section 11 of the First Amendment is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "Security interest") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("Tenant's Mortgagee") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "Holder") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Provided, however, that in such case, the rights of the Holder shall not, under any circumstances, be greater than those granted to Tenant under the Lease and this Amendment. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.

16.13. Taxes. The Parties acknowledge and agree that Section 12 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, assessments and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "Applicable Taxes") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. With respect to any Applicable Taxes that are billed to Landlord, Tenant agrees to pay upon the presentation of notice by Landlord to Tenant of those taxes and will reimburse Landlord for any Applicable Taxes billed directly to and paid by Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment if payment was made of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801 unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment, whether to the taxing authority or to the Landlord if the Applicable Taxes were paid by Landlord within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due.

Site No: 300249
Site Name: Liberty Parkway
Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord’s real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord’s behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord’s behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord’s behalf by any lawful means.

14. Termination. The Parties acknowledge that Section 10(a) of the Original Lease shall be deleted in its entirety and replaced with the following:

“(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 60 days of receipt of written notice of default (without, however, limiting the rights available to the parties pursuant to any other provisions hereof), provided, that the default is of the type which may not reasonably be cured within 60 days and if the defaulting party commences efforts to cure the default within such 60-day period and uses its best good faith efforts to cure such default within a reasonable time, the non-defaulting party shall not longer be entitled to declare a default.”

15. Deletions. The Parties acknowledge and agree that Sections 9(a), 10(b), 20 of the Lease are hereby deleted in their entirety and are of no further force and effect.

16. Conflict/Capitalized Terms. The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES FOLLOW ON NEXT PAGE]
LANDLORD:

City of Mountain Brook, Alabama,  
an Alabama municipal corporation

Signature: __________________________
Print Name: __________________________
Title: __________________________
Date: __________________________

[SIGNATURES CONTINUE ON NEXT PAGE]
TENANT:

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: ______________________
Print Name: ____________________
Title: __________________________
Date: ________________________
EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Tract One:

Beginning at the Southeast corner of Section 2, Township 18 South Range 2 West of the Huntsville Principal Meridian, run West along the South line of said Section 2, 2703.25 feet; thence 135°00' right 372.00 feet; thence 12°30' left 258.00 feet; thence 58°00' right 289.00 feet; thence 17°00' right 83.68 feet; thence 17°00' left 185.00 feet; thence 90°00' left 440.00 feet; thence 19°00' left 451.20 feet to the North line of the SW ¼ of the SE ¼ of said Section 2; thence 108°34' right 1846.30 feet along said North line of SW ¼ of the SE ¼ and the north line of the SE ¼ of the right 1318.0 feet along said East line to the point of beginning, containing 50 acres or more.

LESS AND EXCEPT:

That property conveyed to the State of Alabama by virtue of a deed recorded in Book 1130 at Page 359.

Being Jefferson County, County APN 28-00-02-4-001-020.000.

Tract Two:

That certain tract of land described as Jefferson County APN 28-00-02-4-001.002, and being described in Deed Book 3543, Page 5, Jefferson County, Alabama.

Site No: 300249
Site Name: Liberty Parkway
EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant’s (and Tenant’s customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER, OF THE ABOVE NAMED
SECTION, THENCE ALONG THE EASTERLY SECTION LINE OF SAID SECTION, NORTH 00°56'11" WEST, 215.05 FEET TO A CONCRETE MONUMENT FOUND, THENCE LEAVING SAID THE EASTERLY SECTION
LINE AND RUNNING ALONG A TIE LINE, NORTH 64°36'16" WEST, 207.95 FEET TO A POINT AND THE
TRUE POINT OF BEGINNING, THENCE RUNNING, SOUTH 16°36'56" WEST, 95.27 FEET TO A POINT;
THENCE, SOUTH 73°23'18" WEST, 64.38 FEET TO A POINT; THENCE, NORTH 30°18'17" WEST, 23.30
FEET TO A POINT; THENCE, NORTH 23°44'21" EAST, 56.62 FEET TO A POINT; THENCE, SOUTH
73°23'01" EAST, 65.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0874 ACRES (3,809 SQUARE FEET), MORE OR LESS.
EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises and from a public right of way.

TOGETHER WITH AN EXISTING 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 2 WEST, CITY OF MOUNTAIN BROOK, JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER, OF THE ABOVE NAMED SECTION, THENCE ALONG THE EASTERLY SECTION LINE OF SAID SECTION, NORTH 00°16'11" WEST, 215.05 FEET TO A CONCRETE MONUMENT FOUND, THENCE LEAVING SAID EASTERLY SECTION LINE AND RUNNING ALONG A TIE LINE, NORTH 64°56'18" WEST, 207.95 FEET TO A POINT; THENCE, SOUTH 16°36'56" WEST, 35.27 FEET TO A POINT; THENCE, SOUTH 73°23'18" WEST, 64.38 FEET TO A POINT; THENCE, NORTH 35°15'17" WEST, 23.30 FEET TO A POINT; THENCE, NORTH 23°54'21" EAST, 46.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 73°23'01" WEST, 10.00 FEET TO A POINT; THENCE, NORTH 14°57'32" EAST, 227.92 FEET TO A POINT; THENCE, NORTH 58°45'30" EAST, 186.86 FEET TO A POINT; THENCE, NORTH 02°03'36" EAST, 52.71 FEET TO A POINT; THENCE, NORTH 19°06'22" WEST, 109.86 FEET TO A POINT; THENCE, NORTH 34°42'41" WEST, 228.89 FEET TO A POINT; THENCE, NORTH 43°50'21" WEST, 106.59 FEET TO A POINT; THENCE, NORTH 49°31'03" WEST, 164.46 FEET TO A POINT; THENCE, NORTH 55°29'24" WEST, 59.46 FEET TO A POINT; THENCE, 112.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.34 FEET AND BEING SIGNED BY A CHORD BEARING NORTH 02°34'21" WEST, 98.19 FEET, TO A POINT; THENCE, NORTH 58°22'04" EAST, 61.83 FEET TO A POINT; THENCE, NORTH 71°57'10" EAST, 93.02 FEET TO A POINT; THENCE, NORTH 78°35'05" EAST, 46.16 FEET TO THE ENDING AT A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 499 HAVING A VARIABLE WIDTH RIGHT-OF-WAY, SAID POINT HAVING A ALABAMA WEST STATE PLANE COORDINATE VALUE OF NORTHEAST: 1271495.27, EASTING: 2209592.51, ALSO BEING THE TERMINUS OF EASEMENT.
MEMORANDUM OF LEASE

This Memorandum of Lease (the "Memorandum") is entered into on the ______ day of ________________, 202__ by and between City of Mountain Brook, Alabama, an Alabama municipal corporation ("Landlord") and American Tower Asset Sub, LLC, a Delaware limited liability company ("Tenant").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. Parent Parcel and Lease. Landlord, The Board of Education of the City of Mountain ("Board") is the owner of certain real property located in Jefferson County, Alabama, being more particularly depicted or described in Exhibit A attached hereto and by this reference made a part hereof (the "Parent Parcel") and the Board leased a portion of the Parent Parcel to Landlord pursuant to that certain lease agreement, dated October 1, 1989, as amended, and further pursuant to a restated and amended lease agreement dated January 26, 2015, as recorded in Book LR 201511, Page 27633 in the office of the Judge of Probate of Jefferson County, Alabama. Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Tower Site Sublease Agreement, dated November 1, 1997 (as the same may have been amended from time to time, collectively, the "Lease"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "Leased Premises"), which Leased Premises is also described on Exhibit A.

2. Expiration Date. Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be November 30, 2042. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

3. Leased Premises Description. Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared.

Site No: 300249
Site Name: Liberty Parkway

Prior Recorded Lease Reference:
Document No: 201621831
State of Alabama
County of Jefferson
and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on Exhibit A with a legal description or legal descriptions based upon such as-built survey. Upon Tenant’s request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5-5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.

6-5. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, or by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: 56 Church St, Mountain Brook, AL 35213, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

7-6. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

8-7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES FOLLOW ON NEXT PAGE]

Site No: 300249
Site Name: Liberty Parkway
IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

City of Mountain Brook, Alabama,
an Alabama municipal corporation

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

2 WITNESSES

Signature: ____________________________
Print Name: __________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ________________

County of ________________

On this ___ day of _________________, 20__, before me, the undersigned Notary Public, personally appeared ____________________________ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

______________________________
Notary Public
Print Name: __________________________
My commission expires: ________________  [SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]
TENANT

American Tower Asset Sub, LLC,
a Delaware limited liability company

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

WITNESSES

Signature: ____________________________
Print Name: __________________________

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts
County of Middlesex

On this ___ day of ________________, 20__, before me, the undersigned Notary Public,
personally appeared ____________________________, who proved to me on the
basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.

____________________________
Notary Public
Print Name: __________________________
My commission expires: __________________

[SEAL]

Site No: 300249
Site Name: Liberty Parkway
EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Tract One:

Beginning at the Southeast corner of Section 2, Township 18 South Range 2 West of the Huntsville Principal Meridian, run West along the South line of said Section 2, 2703.25 feet; thence 135°00' right 372.00 feet; thence 12°30' left 258.00 feet; thence 58°00' right 289.00 feet; thence 17°00' right 83.68 feet; thence 17°00' left 185.00 feet; thence 90°00' left 440.00 feet; thence 19°00' left 451.20 feet to the North line of the SW ¼ of the SE ¼ of said Section 2; thence 108°34' right 1846.30 feet along said North line of SW ¼ of the SE ¼ and the north line of the SE ¼ of the right 1318.00 feet along said East line to the point of beginning, containing 50 acres or more.

LESS AND EXCEPT:

That property conveyed to the State of Alabama by virtue of a deed recorded in Book 1130 at Page 359.

Being Jefferson County APN 28-00-02-4-001-020.000.

Tract Two:

That certain tract of land described as Jefferson County APN 28-00-02-4-001.002, and being described in Deed Book 3543, Page 10, Jefferson County, Alabama.
EXHIBIT A (Continued)

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 2 WEST, JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER, OF THE ABOVE NAMED SECTION, THENCE ALONG THE EASTERLY SECTION LINE OF SAID SECTION, NORTH 00°56'11" WEST, 215.05 FEET TO A CONCRETE MONUMENT FOUND, THENCE LEAVING SAID THE EASTERLY SECTION LINE AND RUNNING ALONG A TIE LINE, NORTH 64°56'16" WEST, 207.95 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, SOUTH 16°36'56" WEST, 35.27 FEET TO A POINT; THENCE, SOUTH 73°23'18" WEST, 64.38 FEET TO A POINT; THENCE, NORTH 38°16'17" WEST, 23.30 FEET TO A POINT; THENCE, NORTH 23°54'21" EAST, 56.62 FEET TO A POINT; THENCE, SOUTH 73°23'01" EAST, 65.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINS 0.0874 ACRES (3,809 SQUARE FEET), MORE OR LESS.
EXHIBIT A (Continued)

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

TOGETHER WITH AN EXISTING 20-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT LYING AND BEING IN THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 18 SOUTH, RANGE 2 WEST, CITY OF MOUNTAIN BROOK, JEFFERSON COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER, OF THE ABOVE NAMED SECTION, THENCE ALONG THE EASTERN SECTION LINE OF SAID SECTION, NORTH 00°26'11" WEST, 219.05 FEET TO A CONCRETE MONUMENT FOUND, THENCE LEAVING SAID EASTERN SECTION LINE AND RUNNING ALONG A TIE LINE, NORTH 64°36'16" WEST, 207.95 FEET TO A POINT; THENCE, SOUTH 16°36'56" WEST, 35.27 FEET TO A POINT; THENCE, SOUTH 73°23'18" WEST, 64.39 FEET TO A POINT; THENCE, NORTH 35°15'17" WEST, 23.30 FEET TO A POINT; THENCE, NORTH 23°54'21" EAST, 46.62 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE RUNNING, NORTH 75°23'01" WEST, 10.00 FEET TO A POINT; THENCE, NORTH 14°57'32" EAST, 227.92 FEET TO A POINT; THENCE, NORTH 56°43'30" EAST, 198.86 FEET TO A POINT; THENCE, NORTH 02°03'36" EAST, 82.71 FEET TO A POINT; THENCE, NORTH 19°06'22" WEST, 109.86 FEET TO A POINT; THENCE, NORTH 34°42'41" WEST, 228.89 FEET TO A POINT; THENCE, NORTH 43°50'21" WEST, 105.99 FEET TO A POINT; THENCE, NORTH 49°31'03" WEST, 164.85 FEET TO A POINT; THENCE, NORTH 55°23'24" WEST, 59.46 FEET TO A POINT; THENCE, 112.36 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.34 FEET AND BEING SERVED BY A CHORD BEARING NORTH 02°34'21" WEST, 98.19 FEET, TO A POINT; THENCE, NORTH 58°22'04" EAST, 61.92 FEET TO A POINT; THENCE, NORTH 71°57'10" EAST, 93.02 FEET TO A POINT; THENCE, NORTH 78°35'05" EAST, 46.16 FEET TO THE ENDING AT A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF INTERSTATE 489 (HAVING A VARIABLE WIDTH RIGHT-OF-WAY), SAID POINT HAVING A ALABAMA WEST STATE PLANE COORDINATE VALUE OF NORTHERN: 1271495.27, EASTING: 2209992.51, ALSO BEING THE TERMINUS OF EASEMENT.
Instructions for completing the Resolution and Consent Affidavit

*IMPORTANT INFORMATION BELOW*

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by ALL Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but ONE HUNDRED PERCENT (100%) of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.
RESOLUTION AND CONSENT AFFIDAVIT

City of Mountain Brook, Alabama, an Alabama municipal corporation

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "Affiants") of the above referenced entity Mountain Brook, Alabama (the "Landlord"), I do hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to American Tower Asset Sub, LLC, a Delaware limited liability company (the "Tenant") under a Tower Site Sublease Agreement originally dated November 1, 1997 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "Lease").

2. Landlord and Tenant desire to enter into an amendment of the Lease (the "Amendment") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as Exhibit A and by this reference made a part hereof.

3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and be in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiliates listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.

4. The Affiliates of the Landlord herein referred to as Affiliates hereby approve the terms and provisions contained therein and declare, resolve, agree, and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiliates hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate

Commented [CF15]: I'm OK with these edits. We could also accept city council meeting minutes approving the agreement if it is easier, this is just our standard template.
the transactions contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants City Council also declare declares that they have has full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have has the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord’s behalf.

6. The Affiants City Council hereby nominate nominates the below listed individual (the “Nominee”) as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the “Transaction Documents”), on behalf of Affiliates and Landlord. The Nominee shall have full power and authority to act on behalf of Affiliates and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

   NOMINEE: (Print Name) ____________________________
          (Address) ___________________________________

7. This Resolution and Consent Affidavit shall become effective as of the date of its passage by the last notarized signature of the Affiliates listed below.

City Council,
Affiliates

8. The City Council hereby acknowledge acknowledges and agree agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.

9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiliates listed hereunder approved by the City Council.

[signature and notary pages to follow]

Site No: 300249
Site Name: Liberty Parkway
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW.

APRINT NO. 1

Signature: ____________________________ Signature: ____________________________
Print Name: __________________________ Print Name: ____________________________
Date: ________________________________

Title: [circle one] Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____ % Signature: __________________________

Print Name: __________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of __________________________

County of __________________________

On this ________ day of _____________, 20__, before me, the undersigned Notary Public,
personally appeared __________________________, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_______________________________
Notary Public

Print Name: __________________________

My commission expires: __________________________ [SEAL]

Site No: 300249
Site Name: Liberty Parkway
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

Signature: ___________________________  Signature: ___________________________
Print Name: _________________________  Print Name: _________________________
Date: ________________________________

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%  Signature: _________________________
Print Name: __________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ______________________
County of ______________________

On this _____ day of ______________________, 20__ before me, the undersigned Notary Public,
personally appeared __________________________________, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

____________________________________
Notary Public
Print Name: __________________________
My commission expires: ___________________________ [SEAL]

Site No: 300249
Site Name: Liberty Parkway
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

Signature: ___________________________ Signature: ___________________________
Print Name: ________________________ Print Name: _________________________
Date: ________________________________

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _______ % Signature: _______________________
Print Name: _________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of_____________________________________________________

County of_______________________________________________________________

On this ______ day of __________________________, 20__ before me, the undersigned Notary Public,
personally appeared __________________________ , personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

______________________________________________________
Notary Public
Print Name: __________________________
My commission expires: ___________________________ [SEAL]

Site No: 300249
Site Name: Liberty Parkway
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. A __________________ WITNESS

Signature: __________________________ Signature: __________________________
Print Name: ________________________ Print Name: ________________________
Date: ______________________________

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: ______ % Signature: __________________________
__________________________________ Print Name: __________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of __________________________
County of __________________________

_________ On this ______ day of __________________________, 20____, before me, the undersigned Notary Public,
_________ personally appeared __________________________ personally known to me
_________ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
_________ authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

________________________________________
Notary Public
Print Name: __________________________
My commission expires: __________________________ [SEAL]
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: ___________________________ Signature: ___________________________

Print Name: _________________________ Print Name: _________________________

Date: _______________________________

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: ____ % Signature: _________________________

Print Name: _________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _______________________

County of _______________________

On this _____ day of ____________________, 202__, before me, the undersigned Notary Public, personally appeared ______ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

__________________________________

Notary Public

Print Name: _________________________

My commission expires: ____________________ [SEAL]
EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

Signature: ___________________________  Signature: ___________________________
Print Name: _________________________  Print Name: _________________________
Date: ________________________________

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting interest: ___ %  Signature: ___________________________

Print Name: ____________________________

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ________________________

County of ________________________

On this ______ day of ____________________, 20___ before me, the undersigned Notary Public, personally appeared __________________________________________ personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal:

__________________________________________

Notary Public
Print Name: ________________________________
My commission expires: ____________________ [SEAL]

Steve,

Put normal signature lines and language in.

Site No: 300249
Site Name: Liberty Parkway