

**Prepared by and Return to:**

American Tower  
Attn: Land Management/Emily Lacy, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 28-5-16-4-002-020-003

---

**RESOLUTION AND CONSENT AFFIDAVIT**

**NXS Tumbling, Inc.**, an Alabama 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 (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **ATC Ponderosa B-I LLC**, a Delaware limited liability company (successor in interest to Branch Towers, LLC, a Delaware limited liability company) (the "**Tenant**") pursuant to that certain Option Site Ground Lease Agreement dated September 25, 2014 (as the same may have been amended from time to time, 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.
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 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 Affiants 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 Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve 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 Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions contemplated in the Amendment and other Transaction Documents have been completed.

20210901000427430 09/01/2021 01:49:31 PM AFFID 2/6  
5. The Affiants also declare that they have 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 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.



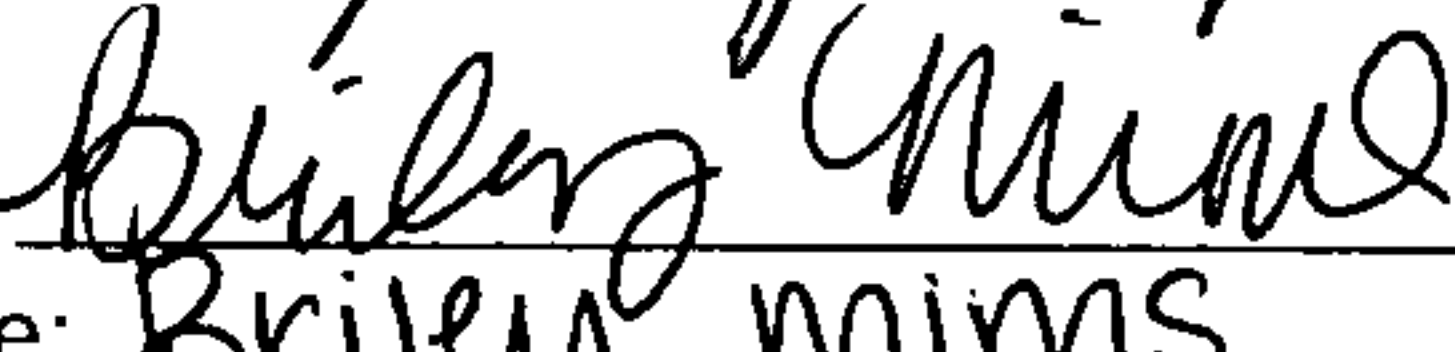
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered 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 Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of Affiants 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)

David Comer  
5262 Hwy 70  
Calera AL 35040

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. Affiants hereby acknowledge and 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 Affiants listed hereunder.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

<b>AFFIANT NO. 1</b>  Signature: <u></u> Print Name: <u>DAVID Comer</u> Date: <u>04-15-2021</u>  Title: (circle one) Member, Partner, Director, Shareholder <u>Officer</u> , Trustee  Percentage Ownership or Voting Interest: <u>52</u> %	<b>2 WITNESSES</b>  Signature: <u></u> Print Name: <u>April Phillips</u>  Signature: <u></u> Print Name: <u>Briley mims</u>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

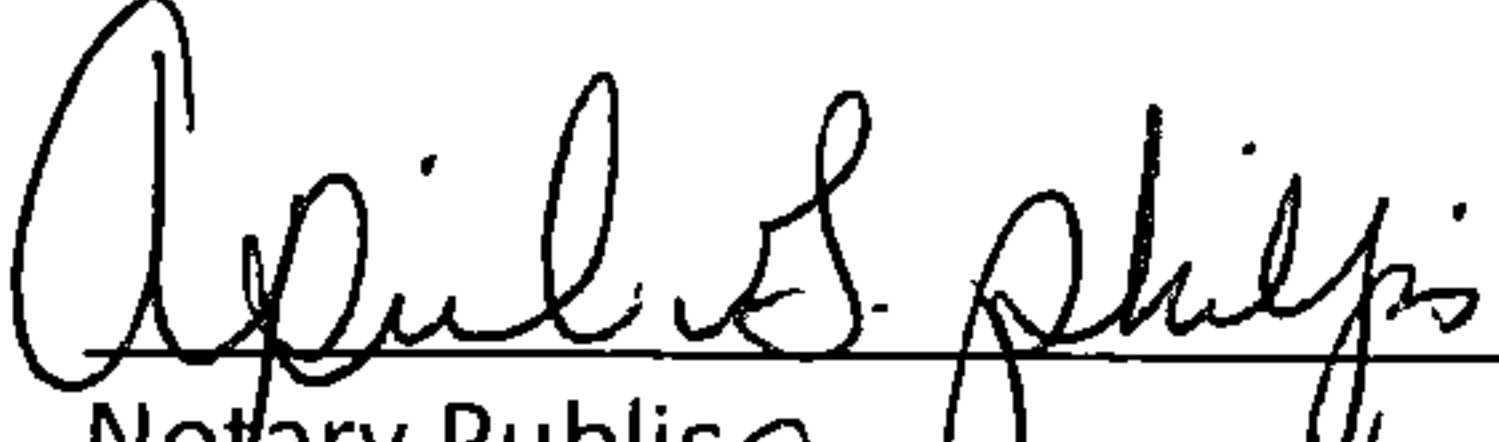
**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Alabama

County of Shelby

On this 15 day of April, 2021, before me, the undersigned Notary Public, personally appeared David Comer, 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: April Phillips aka April Green Phillips  
My commission expires: June 23 2024



<b>AFFIANT NO. 2</b>  Signature: <u>Micah Collins</u> Print Name: <u>Micah Collins</u> Date: <u>9/15/21</u>  Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee  Percentage Ownership or Voting Interest: <u>16</u> %	<b>2 WITNESSES</b>  Signature: <u>April Phillips</u> Print Name: <u>April Phillips</u>  Signature: <u>Briley Mims</u> Print Name: <u>Briley Mims</u>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Alabama

County of Shelby

On this 15 day of April, 2021, before me, the undersigned Notary Public, personally appeared Micah Collins, 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.

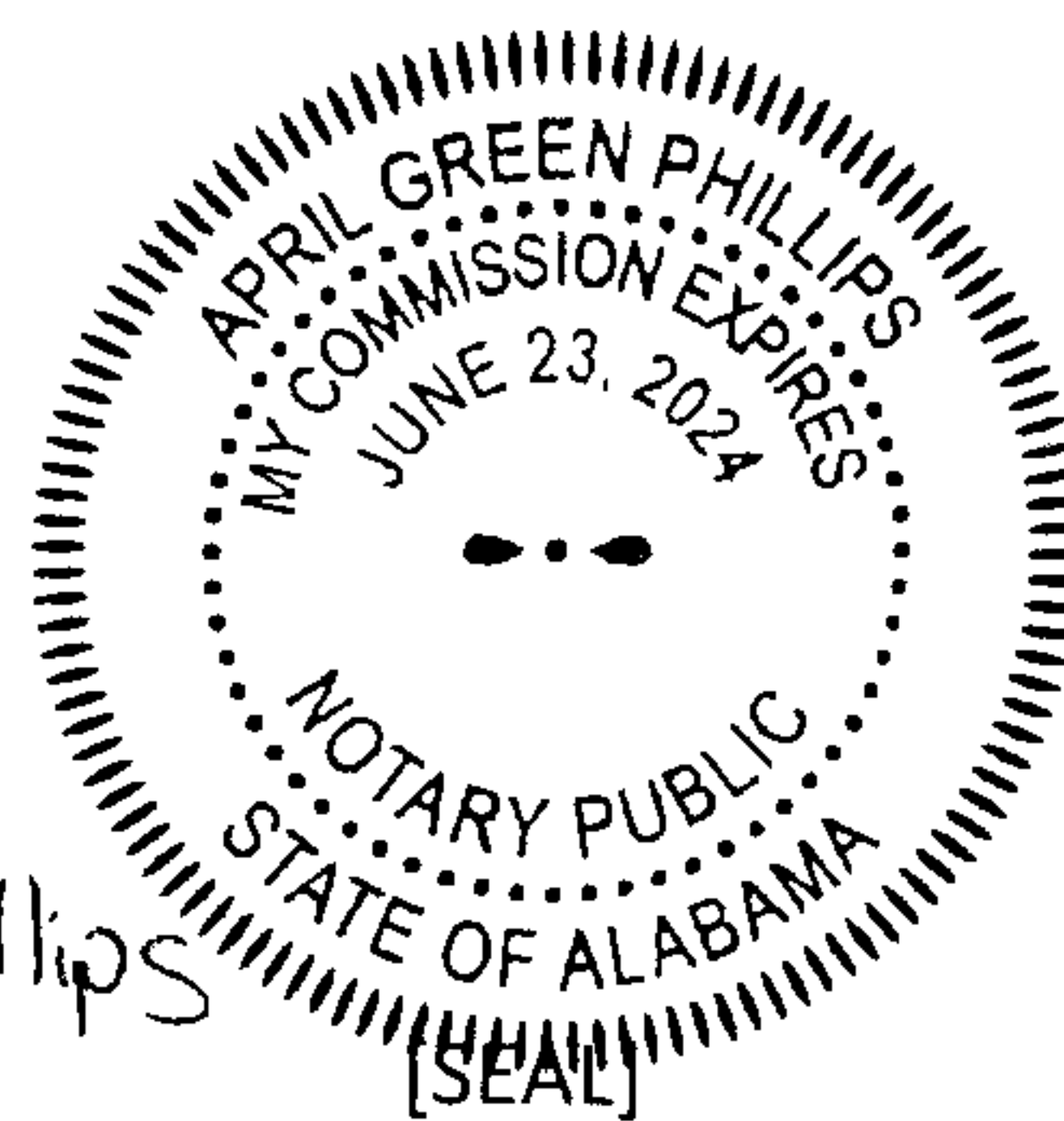
WITNESS my hand and official seal.

April G. Phillips

Notary Public

Print Name: April G. Phillips aka April Green Phillips

My commission expires: June 23-2024





<b>AFFIANT NO. 3</b> Signature: <u>Christel Collins</u> Print Name: <u>Christel Collins</u> Date: <u>4/15/2021</u>  Title: (circle one) Member, Partner, Director, Shareholder, <u>Officer</u> , Trustee  Percentage Ownership or Voting Interest: <u>16</u> %	<b>2 WITNESSES</b>  Signature: <u>April Phillips</u> Print Name: <u>April Phillips</u>  Signature: <u>Maryla</u> Print Name: <u>Maryla Rogers</u>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------

**WITNESS AND ACKNOWLEDGEMENT**

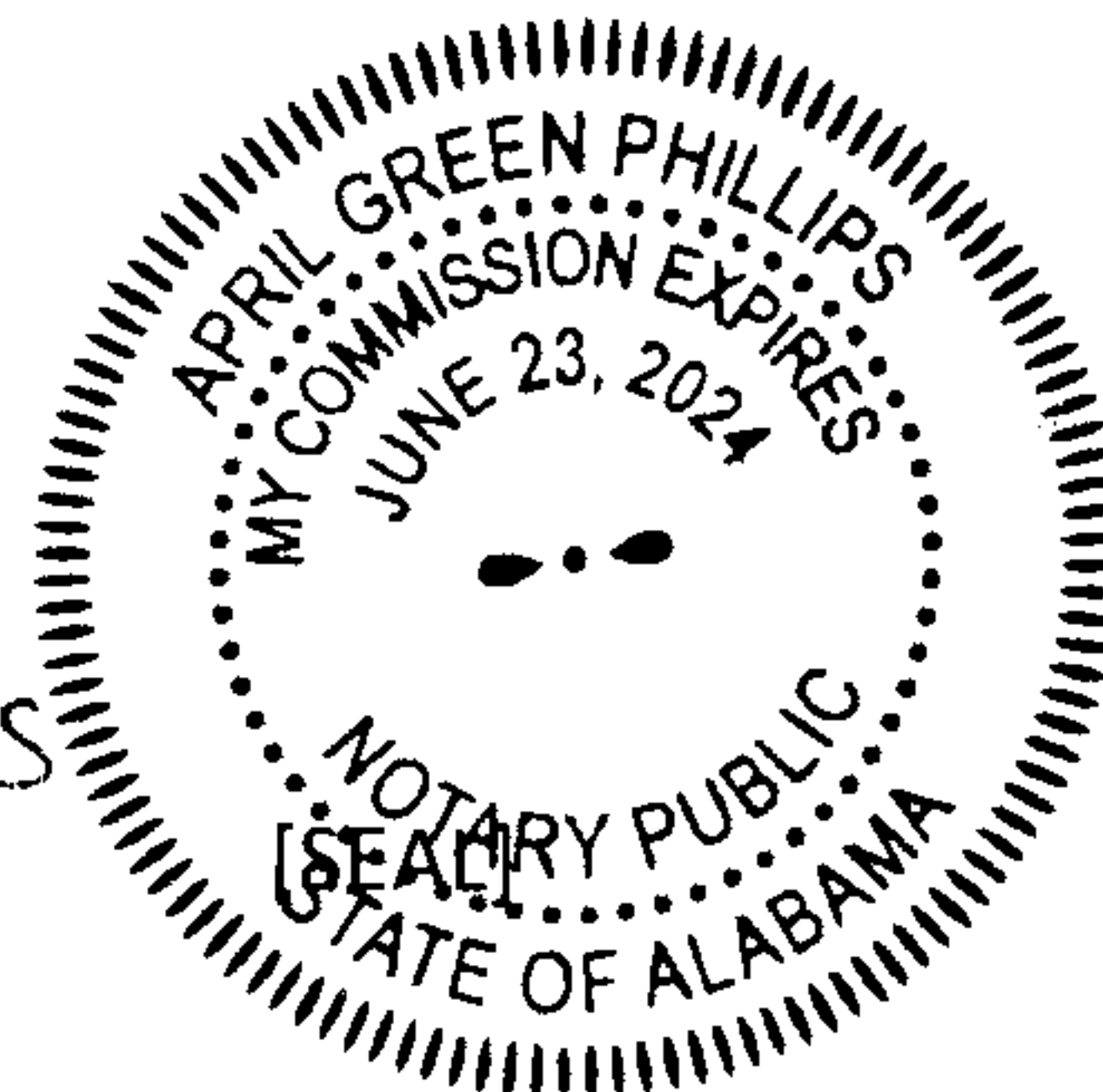
State/Commonwealth of Alabama

County of Shelby

On this 15 day of April, 2021, before me, the undersigned Notary Public, personally appeared Christel Collins, 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.

April G. Phillips  
Notary Public  
Print Name: April G. Phillips aka April Green Phillips  
My commission expires: June 23 2024



<b>AFFIANT NO. 4</b>  Signature: <u>Christina Comer</u> Print Name: <u>Christina Comer</u> Date: <u>April 15, 2021</u>  Title: (circle one) Member, Partner, Director, Shareholder, <u>Officer</u> , Trustee  Percentage Ownership or Voting Interest: <u>16</u> %	<b>2 WITNESSES</b>  Signature: <u>April Phillips</u> Print Name: <u>April Phillips</u>  Signature: <u>Briley Nims</u> Print Name: <u>Briley Nims</u>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of Alabama

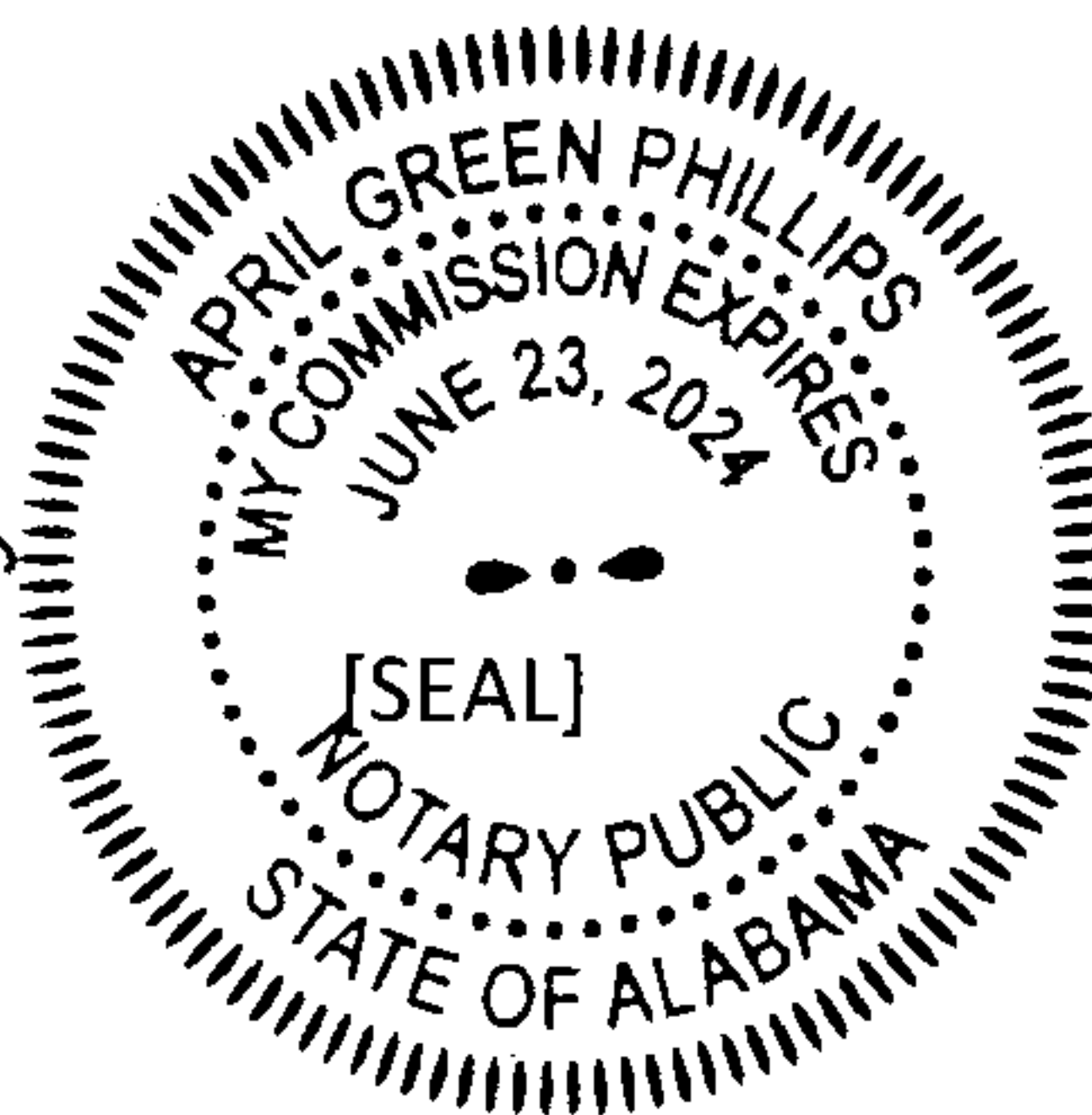
County of Shelby

On this 15 day of April, 2021, before me, the undersigned Notary Public, personally appeared Christina Comer, 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.

April S. Phillips  
Notary Public

Print Name: April S. Phillips aka April Green Phillips  
My commission expires: June 23, 2024



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/01/2021 01:49:31 PM  
\$41.00 BRITTANI  
20210901000427430

Allen S. Bayl

Site No: 204244  
Site Name: DOWNTOWN CALERA