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GRLEASE 1/8

THIS DOCUMENT PREPARED OUT-OF-STATE BY:

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AFTER RECORDING, RETURN (MAIL) TO:

Crown Castle
1220 Augusta, Suite 600
Houston, Texas 77057
CRC-676964-R
Tax Parcel No. 13-6-13-3-001-032-001

Cross Reference: Instrument No. 20000-17209
Official Public Records
Shelby County, Alabama

THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT (this "Amendment") dated as of the last of the signature dates below (the "Effective Date") by and between **MEMPHIS TOWERS, LLC, a Delaware limited liability company** ("Lessor"), having a mailing address of 8051 Congress Ave., Boca Raton, Florida 33487-1307, and **NCWPCS MPL 27 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company** ("Tenant"), by CCATT LLC, a Delaware limited liability company, its Attorney-in-Fact.

WITNESSETH:

WHEREAS, Safehouse of Shelby County, Inc., an Alabama corporation ("Original Lessor"), and BellSouth Mobility Inc., a Georgia corporation ("Original Tenant"), entered into that certain Option and Lease Agreement dated June 12, 1997 ("Original Lease"), whereby Original Lessor leased to Original Tenant a portion of the real property generally located at 1200 Martin Street, Pelham Alabama, consisting of approximately six thousand five hundred (6,500) square feet in Shelby County, Alabama, together with access and utility easements appurtenant thereto ("Property"), as more particularly described in the Original Lease which was recorded May 25, 2000 as Instrument No. 2000-17209 in the Official Public Records of Shelby County, Alabama; and

WHEREAS, the Original Lease was amended by that certain Lease Supplement Number One dated December 1, 1998 ("First Amendment"), by and between Original Lessor and Original Tenant; and

WHEREAS, the Original Lease was further amended by that certain Lease Supplement Number Two last dated May 25, 2010 ("Second Amendment"), by and between Original Lessor,

and New Cingular Wireless PCS LLC, a Delaware limited liability company, successor-in-interest to Original Tenant; and

WHEREAS, the Original Lease, First Amendment and Second Amendment shall hereinafter collectively be referred to as the "Lease"; and

WHEREAS, Original Lessor conveyed the property of which the Property is a part to Vertical Capital Group, LLC ("Vertical Capital") by that certain Warranty Deed, dated May 27, 2010, and recorded July 26, 2010 as Instrument No. 20100726000236320, in the Official Public Records of Shelby County, Alabama; and

WHEREAS, pursuant to that certain Grant of Easement and Assignment of Lease dated May 27, 2010, and recorded July 26, 2010, as Instrument No. 20100726000236540 in the Official Public Records of Shelby County, Alabama, Vertical Capital conveyed a perpetual easement over the property of which the Property is a part to Tower Ventures Reit, Inc. ("Tower Ventures"); and

WHEREAS, pursuant to that certain Assignment of Lease dated May 29, 2010, and recorded July 26, 2010, as Instrument No. 2010072600236550 in the Official Public Records of Shelby County, Alabama, the Lease as assigned from Vertical Capital, as assignor, to Tower Ventures, as assignee; and

WHEREAS, Vertical Capital conveyed the property of which the Property is a part to Michael C. Gray by that certain Warranty Deed dated May 26, 2011, and recorded June 6, 2011 as Instrument No. 20110606000165230 in the Official Public Records of Shelby County, Alabama; and

WHEREAS, on May 29, 2015, Tower Ventures merged into Lessor as evidenced by that certain State of Delaware Certificate of Merger of Foreign Corporation into Domestic Limited Liability Company recorded May 29, 2015 in the records of the State of Delaware, Secretary of State, Division of Corporations; and

WHEREAS, Tenant is currently the tenant under the Lease; and

WHEREAS, the Lease has an initial term and extension terms that will expire July 31, 2022 (the "Existing Term") and Lessor and Tenant desire to enter into this Amendment in order to amend the Lease to provide for, among other things, additional extension terms beyond the Existing Term, upon the terms and conditions more fully set forth herein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Tenant, intending to be bound, hereby agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby made a part hereof for all purposes.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

3. **Commencement Date.** The parties hereby ratify and affirm that the commencement date of the initial term of the Lease was August 1, 1997.

4. **Term.** Section 4 of the Lease shall be amended by deleting the first (1st) sentence of the current text and inserting in lieu thereof the following:

“The Lease shall automatically be extended, without need of any further documentation, for twelve (12) additional consecutive five (5) year terms (each an “Extension Term”) unless Tenant provides Lessor with notice of its intention not to renew at least ninety (90) days prior to the expiration of the initial term or the then current Extension Term.”

The Existing Term and any Extension Term shall be collectively referred to herein as the “Lease Term.” The parties acknowledge that pursuant to this Amendment the Lease Term exceeds the Existing Term by forty (40) years and that, unless terminated sooner, the final Extension Term of the Lease will expire on July 31, 2062.

5. **Hold-over.** Section 6 is hereby amended to delete each instance of the words “Fourth (4th) five (5) extension term” and insert in lieu thereof the words “the final Extension Term”.

6. **Assignment.** Notwithstanding anything in the Lease to the contrary, including but not limited to Section 17, Tenant may assign or transfer the Lease in whole or in part without the consent or approval of Lessor. An assignment of this Lease shall be effective upon Tenant sending written notice to Lessor at Lessor’s mailing address stated below and upon such assignment, Tenant shall be relieved of all liabilities and obligations under this Lease on or after the date of assignment.

7. **Sublease.** Notwithstanding anything in the Lease to the contrary, including but not limited Section 17, Tenant may sublet or license all or part of the Property without the consent or approval of Lessor.

8. **Consent for Modification.** Notwithstanding anything in the Lease to the contrary, Tenant and its sublessees and/or licensees shall have the right to modify, alter, add, replace, remove, and maintain wireless communications facilities located within the Property without the consent or approval of Lessor.

9. **Notice.** Section 18 of the Lease is hereby amended by deleting the address for Lessor and Tenant and inserting in lieu thereof the following:

LESSOR: MEMPHIS TOWERS, LLC

8051 Congress Ave.
Boca Raton, Florida 33487-1307

TENANT: NCWPCS MPL 27 – Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
Re: Cell Site #:840715– Keystone
Fixed Asset #: 10022147
208 S. Akard Street
Dallas, Texas 75202-4206

With Copy to: CCATT LLC
c/o Crown Castle USA Inc.
Attn: Legal Department
Re: Cell Site #:840715– Keystone
2000 Corporate Drive
Canonsburg, PA 15317

10. **Representations, Warranties and Covenants of Lessor.** Lessor represents, warrants and covenants to Tenant as follows:

- (a) Lessor is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Lessor's obligations under the Lease as amended hereby.
- (b) Tenant is not currently in default under the Lease, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Lease.
- (c) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Tenant to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Property under the Lease as amended hereby.

11. **Representations, Warranties and Covenants of Tenant.** Tenant represents, warrants and covenants to Lessor as follows:

- (a) Tenant is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Tenant's obligations under the Lease as amended hereby.

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

12. **IRS Form W-9.** Lessor agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Tenant. In the event Lessor's property on which the Property is located is transferred, the succeeding lessor shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rental to the new lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

13. **Governmental Approvals.** Notwithstanding anything to the contrary contained in the Lease, if requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Property for the purpose of constructing, maintaining and operating communication facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Lessor hereby appoints Tenant as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

14. **Construction of Documents.** Each party hereto acknowledges that this Amendment shall not be construed in favor of or against the drafter hereof.

15. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Lease shall remain in full force and effect. Any portion of the Lease that is inconsistent with this Amendment is hereby amended to be consistent.

16. **Headings.** The headings contained in this Amendment are for reference purposes only and shall not modify or affect this Amendment in any manner whatsoever.

17. **Entire Lease.** The Lease (as amended by this Amendment) embodies the final, entire agreement between the parties with respect to the subject matter of this Amendment, and supersedes any and all prior agreements, representations, understandings and commitments, whether oral or written relating to this subject matter, and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of or on behalf of the parties to this Amendment.

18. **Counterparts.** This Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

19. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Amendment in the conveyance records of Shelby County, Alabama, at any time following the execution of this Amendment by all parties hereto.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;
SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]**

