

Prepared By &
After recording return to:
TVT I, LLC
495 Tennessee Street, Suite 152
Memphis, TN 38103

Property Address: 391 Dead Hollow Road South Harpersville, Alabama 35087

SECOND AMENDMENT TO LEASE AGREEMENT

2011 This SECOND AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this day of April, 2020, by and between Charles H. Peay, III and James Woodard Peay, hereinafter called "Lessor", and TVT I, LLC, a Delaware limited liability company whose address is 495 Tennessee Street Suite 152, Memphis, Tennessee, 38103 hereinafter called "Lessee."

W I T N E S S E T H:

WHEREAS, Lessor and Nextel South Corporation, a Georgia Corporation d/b/a Nextel Communications which was later assigned to Tower Assets Newco IX LLC which was later assigned to TVT I, LLC, previously entered into that certain Communications Site Lease Agreement dated July 27th, 2004 ("Original Lease"),

WHEREAS, Lessor and Tower Assets Newco IX LLC which was later assigned to TVT I, LLC, previously entered into that certain First Amendment to Site Lease Agreement dated September 26, 2014 ("Amendment"),), memorandum of which is recorded in the Shelby County, Alabama Records at #20141124000370330.

WHEREAS, the Lease relates to certain real property located in, Shelby County, Alabama, more particularly described in Exhibit A to the Lease (the "Real Property"); and

WHEREAS, Lessor and Lessee deem it appropriate to amend the Lease as of the date first above written.

NOW THEREFORE, in consideration of the foregoing, Lessor and Lessee do hereby agree as follows:

1. The term of the Lease and all Extension Terms are hereby amended as follows:

At the end of the last Extension Term on September 22, 2044 Lessee shall have the right and option to extend the term of this Lease for six (6) five-year periods ("Extension Terms"). The first of such Extension Terms, if exercised, shall commence on September 23rd, 2044. The second through the sixth of such Extension Terms shall commence on the fifth (5th) anniversary of the prior Extension Term. This Lease shall automatically renew for each renewal period unless Lessee notifies Lessor of its intention not to permit the Lease to renew. If Lessee provided Lessor with such notice, the Extension Terms then remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period.

2. Rent paid under the lease during the Current Term and any Renewal Term is amended as follows:

Beginning the first of the month after execution of this amendment, current rent will be \$300 a month until a wireless broadband telecommunications carrier (each referred to as a "Carrier"), whose equipment is installed on the tower. At installation of the first Carrier, rent will automatically go to \$400 per month and rent will increase at 10% at the beginning of each new term following the installation of the first Carrier.

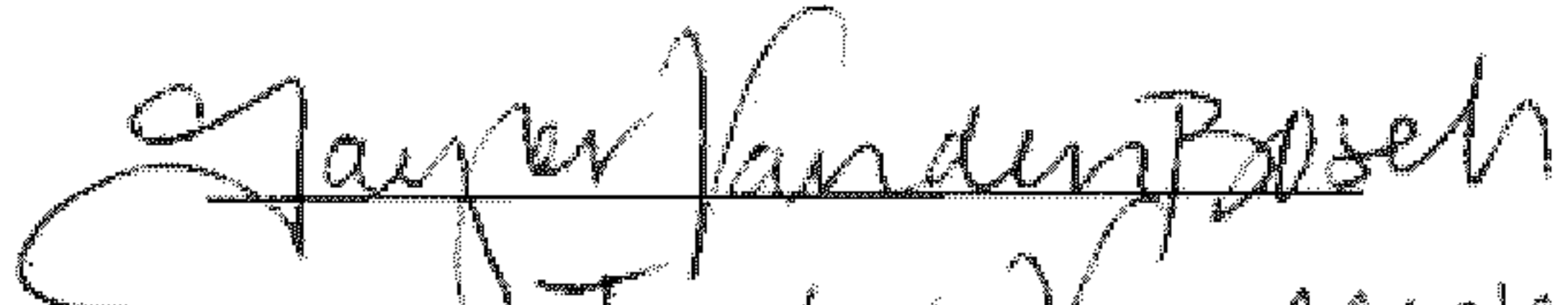
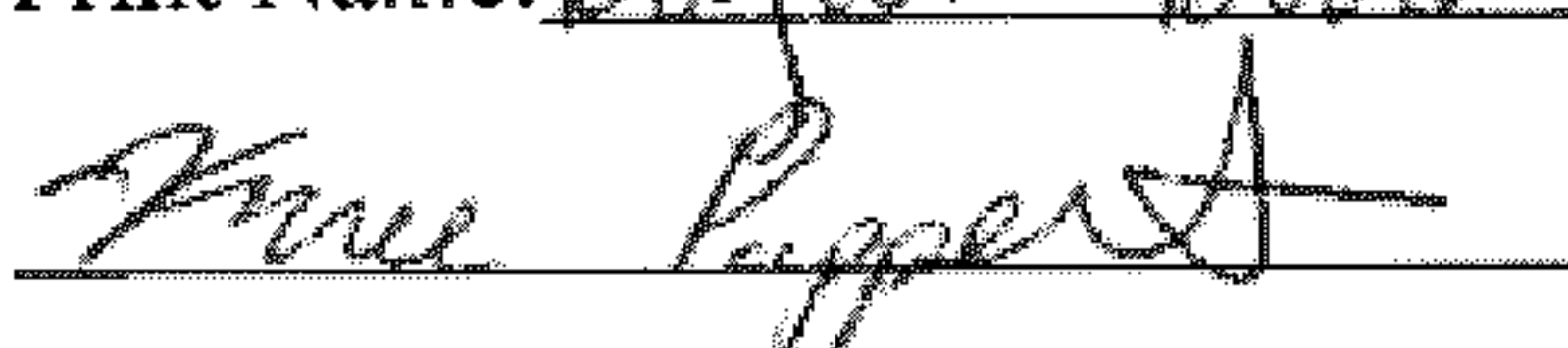
3. Tenant shall pay Landlord, as additional rent, FOUR HUNDRED dollars (\$400.00) per month for each new Carrier, whose equipment is installed on the tower after the first Carrier (i.e. the second, third, and fourth Carriers attaching equipment) ("Additional Rent"). Such Additional Rent shall be paid to Landlord on the first business day of the month following the month Tenant has received rent from such Carrier and such carrier has installed its equipment on the tower. Partial monthly periods to be prorated. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Tenant shall have sole discretion as to whether, and on what terms, to lease, license or otherwise allow occupancy of the Premises and there shall be no expressed or implied obligation for Tenant to do so. If any such Carrier's right of use expires or terminates for any reason and payment to Tenant of rental, license or similar payments ceases, Tenant shall no longer be obligated to pay the Additional Rent for such Carrier. Tenant may elect to pay Additional Rent electronically or by direct deposit methods (i.e. ACH). If such method is elected by Tenant, then Landlord shall provide Tenant, at Tenant's request, the necessary account information to facilitate such direct deposit or electronic payment to Landlord.
4. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Lessor and Lessee. This Amendment or a short-form memorandum of this Amendment may be recorded at Lessor or Lessee's option the office of the recorder of deeds for the county in which the Real Property is located. To the extent the Lease or a memorandum thereof has not previously been recorded, this Amendment shall constitute a "memorandum of lease" under applicable State law and may be recorded in the applicable public records. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.
5. Lessee may terminate this lease at any time by giving Lessor thirty (30) days prior written notice for any reason in Lessee's sole discretion.

[Signature Pages to Follow.]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

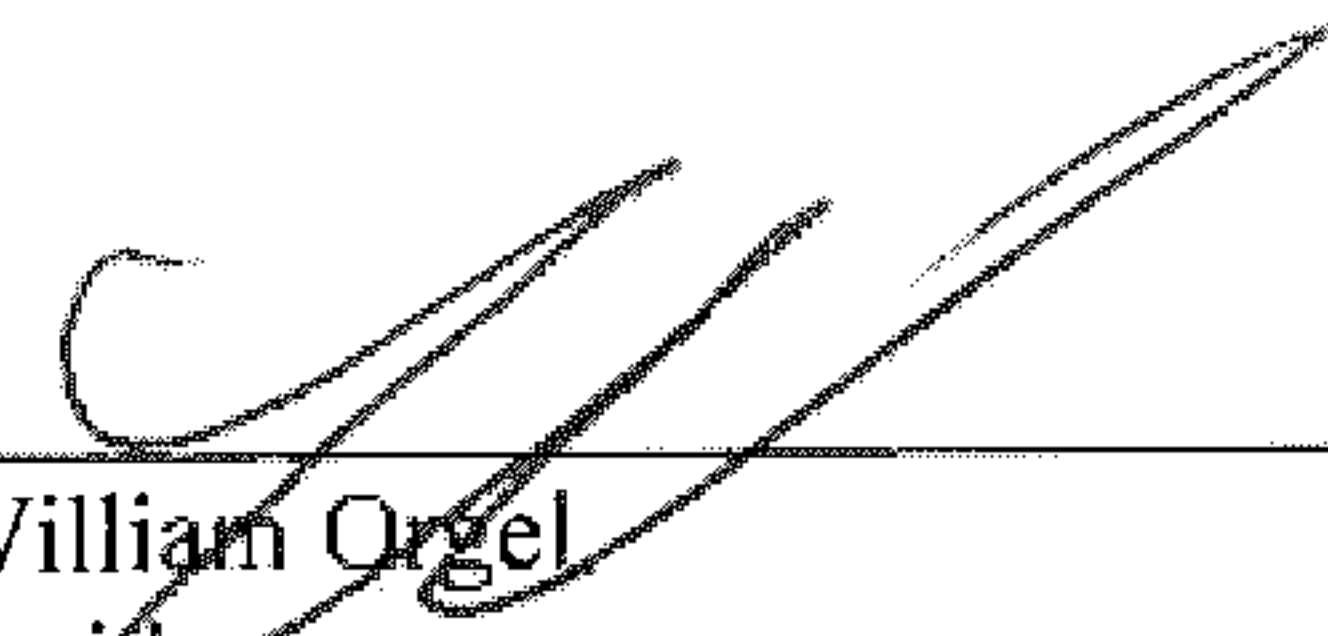
Witness:

Signed and attested to in the presence of:


Print Name: Taylor Vandennoseh

Print Name: Kase Pappert

LESSEE:

TVT I, LLC, a Delaware limited liability company


By: 
William Orgel
Its: President

STATE OF TENNESSEE

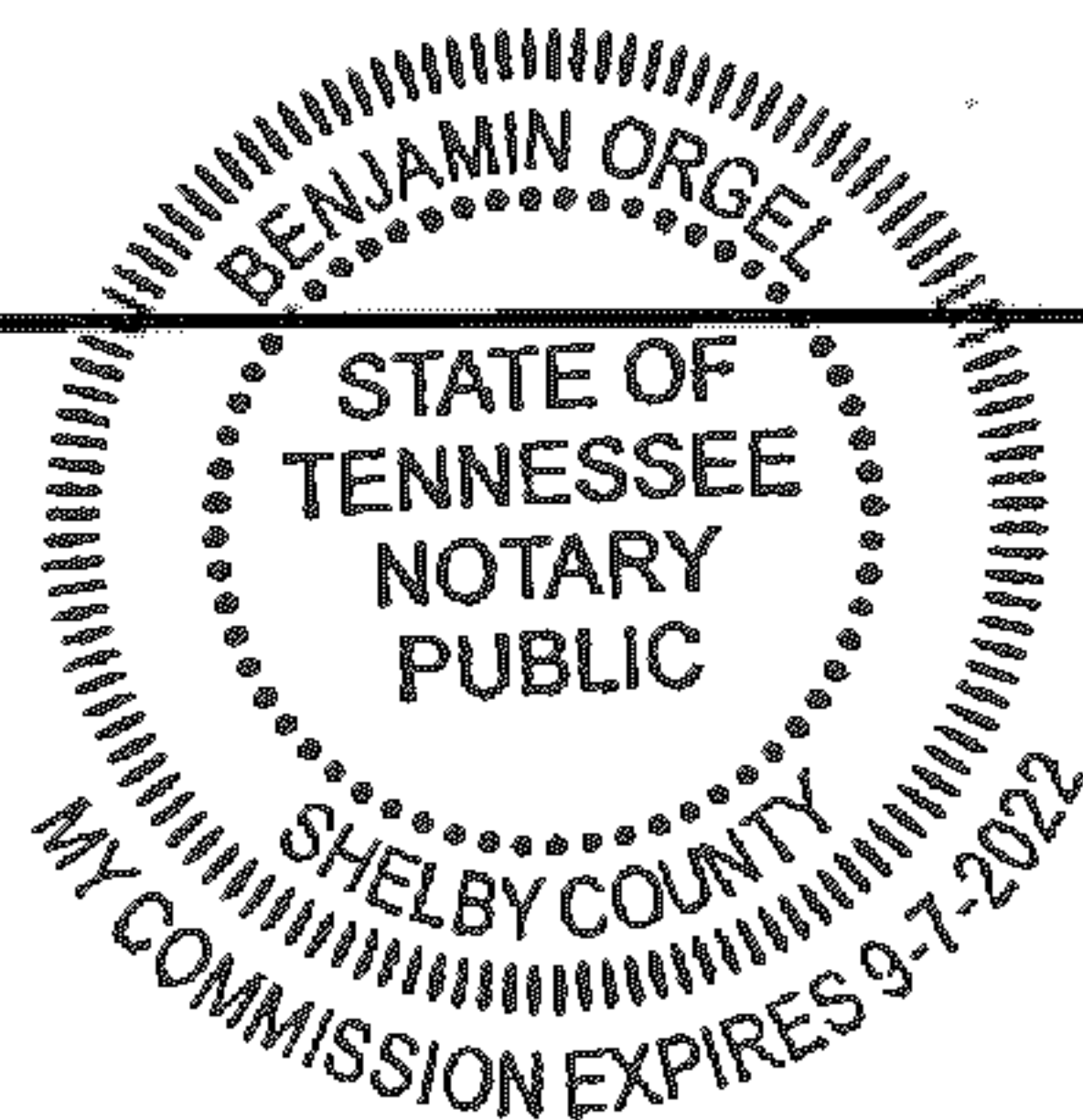
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 24th day of April, 2020.


Notary Public

My Commission Expires:



Witness:

Signed and attested to in the presence of:

Darion Z

Print Name:

Darion Z

Print Name:

Pamela Apicella

LESSOR:

CHARLES H. PEAY, III

By

Date:

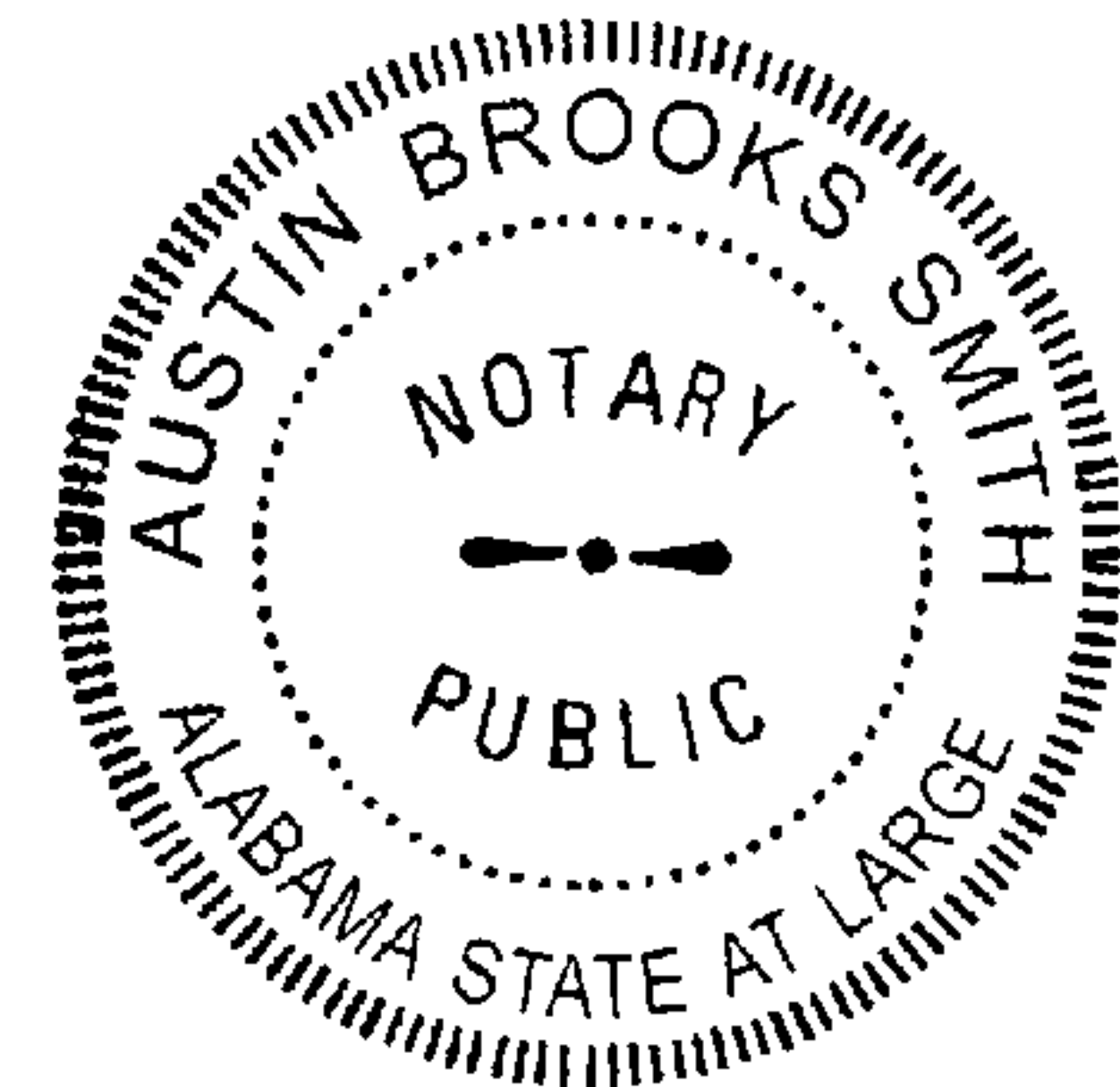
Charles H. Peay III
4-14-20

STATE OF Alabama
COUNTY OF Jefferson

On this 14 day of April, 2020, before me a Notary Public in and for the State of Alabama, personally appeared CHARLES H. PEAY, III, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

WITNESS my hand the day and year first above written.

Austin Brooks Smith
NOTARY PUBLIC in and for the
State of Alabama
My Commission Expires: 10-20-2021



Witness:

Signed and attested to in the presence of:

Darian L

Print Name:

Darian Lee

Print Name:

Pamela Apicella

LESSOR:

JAMES WOODARD PEAY

By: James Woodard Peay
Date: April 14, 2020

STATE OF Alabama
COUNTY OF Jefferson

On this 14 day of April, 2020, before me a Notary Public in and for the State of Alabama, personally appeared JAMES WOODARD PEAY, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

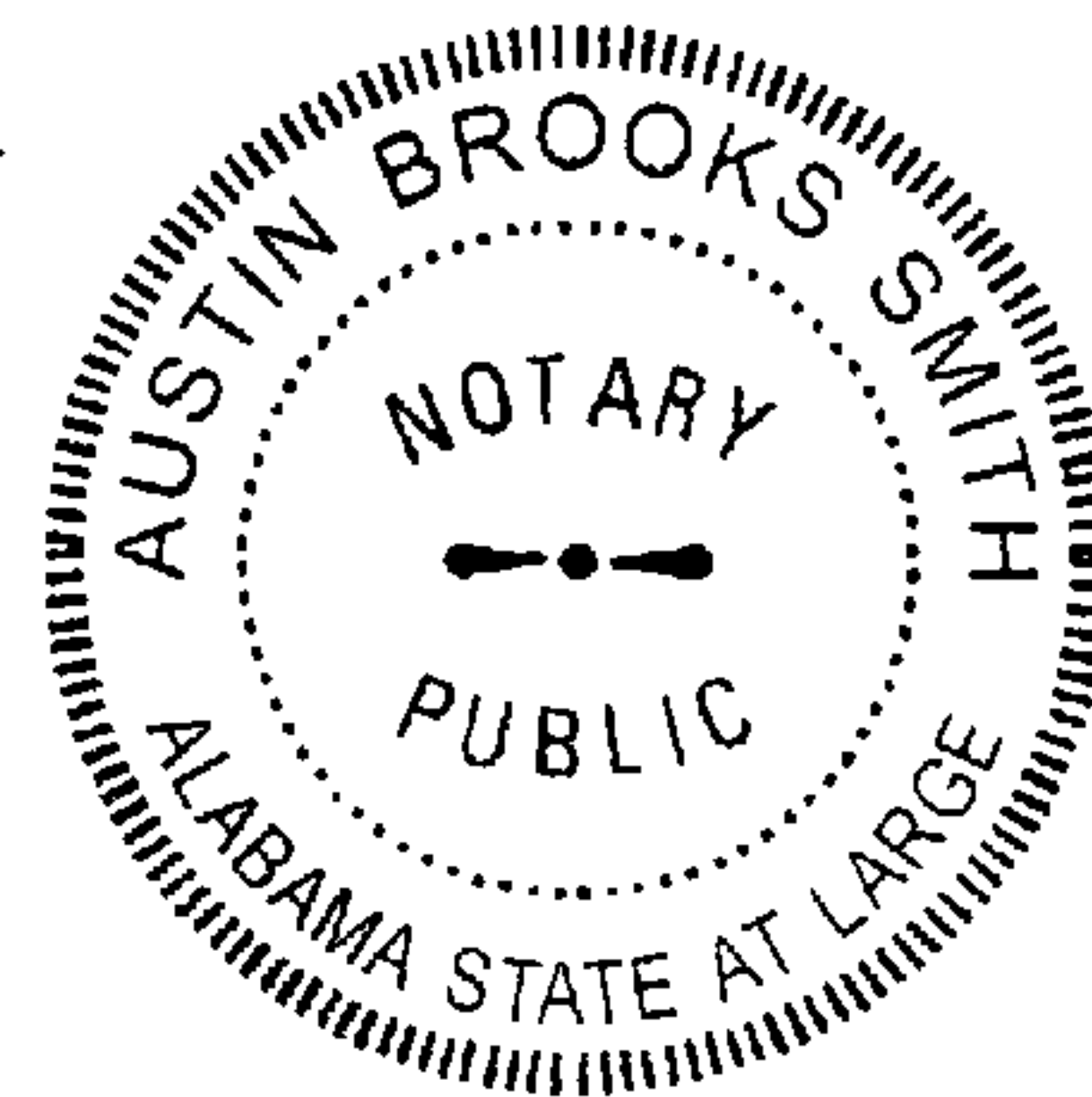
WITNESS my hand the day and year first above written.

Austin Brooks Smith

NOTARY PUBLIC in and for the

State of Alabama

My Commission Expires: 10-20-2021



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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Allen S. Bayl