


Prepared by ~~and Return to:~~  
SBA Network Services, LLC  
Attn: Cherryl Clicquot  
8051 Congress Avenue  
Boca Raton, FL 33487  
561.226-9491

AFTER RECORDING, PLEASE RETURN TO:  
Fidelity National Title Group  
7100 Glen Forest Dr., Ste. 300  
Richmond, VA 23226  
Attn: \_\_\_\_\_

  
20161212000452960 1/10 \$249.50  
Shelby Cnty Judge of Probate, AL  
12/12/2016 01:37:20 PM FILED/CERT

### AMENDMENT OF LEASE

THIS AMENDMENT OF LEASE ("Amendment") is dated the 1<sup>st</sup> day of November, 2016, by and between **THE WESTERVELT COMPANY, INC., an Alabama Corporation, a/k/a WESTERVELT LAND COMPANY, INC., an Alabama Corporation** ("Landlord"), and **SBA TOWERS VI, LLC, a Delaware limited liability company** ("Tenant").

#### Recitals:

- A. Landlord is the owner of the real property described in the attached **Exhibit "A"** ("Property").
- B. On September 18, 2012, Landlord and Foresite Towers Two, L.L.C., a Nevada limited liability company, predecessor by assignment to SBA Towers VI, LLC, a Delaware limited liability company, as Tenant, entered into that certain Option and Lease Agreement ("Lease") with respect to a portion of the Property, as more particularly described on **Exhibit "B"** attached hereto ("Leased Space"), together with an access and utility easement, as more particularly described on **Exhibit "C"** attached hereto. The Lease is further evidenced by that certain Memorandum of Lease, dated September 13, 2012, and recorded on January 29, 2013, in Document No. 20130129000038800, of the Official Public Records of Shelby County, Alabama.
- C. Landlord and Tenant now desire to extend the term of the Lease by Ninety-Nine (99) years and to amend certain terms of the Lease.

Now, Therefore, in consideration of Ten Dollars (\$10.00), the mutual promises herein and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, Lessor and Lessee agree as follows:

1. The above recitals are incorporated herein by reference.
2. Term. **Section 2** of the Lease is hereby amended to provide that the current term of the Lease shall end on the day immediately preceding the Effective Date (defined below). The Lease shall and has been renewed for an additional term of Ninety-Nine (99) years ("99 Year Renewal Term") immediately following such termination and beginning on the Effective Date and ending on October 31, 2115. No further notice or requirements of any kind are required for such renewal. The "Term" shall mean the period from the Effective date of the Lease

#### RECORDING ORDER

through the above expiration date of the 99 Year Renewal Term. The "Effective Date" shall be the date the last of Lessor and Lessee execute this Amendment.

3. **Default.** **Section 11** of the Lease is hereby deleted in its entirety and replaced as follows:

Cure Period; Default. No party to the Lease shall be in default of the terms thereof until thirty (30) days following the date of the defaulting party's receipt of notice of default from the non-defaulting party. In the event such default is not reasonably capable of cure within such thirty (30) day period and such defaulting party promptly and diligently pursues the cure of such default during such cure period, such cure period shall be extended for so long as the defaulting party diligently pursues such cure for a maximum of ninety (90) additional days. In no event shall Landlord be entitled to terminate the Lease or seek an action for possession of the Leased Space as a result of or remedy for any breach or default thereunder by Tenant. In the event Landlord fails to comply with the terms of this Lease, Tenant may, in its sole and absolute discretion, cure any such default, and to the extent Tenant incurs any expenses in connection with such cure (including but not limited to the amount of any real property taxes Tenant pays on behalf of Landlord), Landlord agrees to promptly reimburse Tenant for such expenses incurred and hereby grants Tenant a security interest and lien in the Leased Space and the parent parcel in which it is located, if any, to secure Landlord's obligation to repay such amounts to Tenant.

4. **Assignment.** **Section 15** of the Lease is hereby amended by adding the following at the end of the last sentence: Following any assignment of this Lease and assumption of the terms hereof by such assignee, Lessee shall be relieved of all obligations under the Lease.
5. **Notice.** In accordance with **Section 21** of the Lease, the notice address for Tenant is hereby amended as follows: SBA Towers VI, LLC., Attn: Site Administration, 8051 Congress Avenue, Boca Raton, Florida 33487-2797, with notice also to SBA Towers VI, LLC, Attn: Legal Department, 8051 Congress Avenue, Boca Raton, Florida 33487-2797.
6. **Mortgages/Deeds of Trust.** The Lease shall be superior to any mortgage or deed of trust recorded after the date of recording of this Amendment.
7. **Secured Parties.** Lessee may from time to time grant to certain lenders selected by Lessee and its affiliates (the "Lender") a lien on and security interest in Lessee's interest in the Lease and all assets and personal property of Lessee located on the Leased Space, including, but not limited to, all accounts receivable, inventory, goods, machinery and equipment owned by Lessee ("Personal Property") as collateral security for the repayment of any indebtedness to the Lender. Should Lender exercise any rights of Lessee under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, Lessor agrees to accept such exercise of rights by Lender as if same had been exercised by



Lessee, and Lessee, by signing below, confirms its agreement with this provision. If there shall be a monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Lessee under this Agreement to cure such default, prior to terminating the Lease. If there shall be a non-monetary default by Lessee under the Lease, Lessor shall accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Lessee under the Lease to cure such default, prior to terminating the Lease. Hereafter, the Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender. If the Lease is terminated as result of a Lessee default or is rejected in any bankruptcy proceeding, Lessor will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. The foregoing is not applicable to normal expirations of the term of the Lease. Lessor hereby agrees to subordinate any security interest, lien, claim or other similar right, including, without limitation, rights of levy or distraint for rent, Lessor may have in or on the Personal Property, whether arising by agreement or by law, to the liens and/or security interests in favor of the Lender, whether currently existing or arising in the future. Nothing contained herein shall be construed to grant a lien upon or security interest in any of Lessor's assets. Simultaneous with any notice of default given to Lessee under the terms of the Lease, Lessor shall deliver of copy of such notice to Lender at an address to be provided by Lessee.


8. Right of First Refusal/Exclusivity. If at any time during the initial term or renewal term of this Lease, Lessor receives a bona fide written offer from a third person (the "Offer") to sell, assign, convey, lease or otherwise transfer or create any interest in the Leased Space and/or Premises, or any portion thereof, which Lessor desires to accept, Lessor shall first give Lessee written notice (including a copy of the proposed contract) of such Offer prior to becoming obligated under such Offer, with such notice giving Lessee the right to purchase the Leased Space for a pro-rata price based on the size that the Leased Space is to the portion of the Premises described in the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice and terms to accept the Offer or exercise Lessee's right to purchase the Leased Space and exercise this right of first refusal by notifying Lessor in writing. If Lessee has not accepted the Offer or exercised its right to purchase the Leased Space in writing to Lessor within such thirty (30) day period, the Offer will be deemed rejected. In addition to the above, Lessor shall not, at any time during the initial term or renewal term of the Lease, grant any interest in any portion of the Leased Space or any portion of the Premises (other than the conveyance of fee simple title to the entire Premises) to any third party without the prior written consent of Lessee, in Lessee's sole and absolute discretion.

As part of Lessee's right to the undisturbed use and enjoyment of the Property, Lessor shall not, at any time during the term of the Lease (i) use or suffer or permit another person to use any portion of the parent parcel or any adjacent parcel of

land now or hereafter owned, leased or managed by Lessor for the uses permitted herein or other uses similar thereto, or (ii) grant any interest or an option to acquire any interest in any portion of the parent parcel that permits (either during the term of this Lease and/or after the term hereof) any of the uses permitted under this Lease without the prior written consent of Lessee, in Lessee's sole discretion. Lessor may not assign the rent or this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the parent parcel, without the prior written consent of Lessee, in Lessee's sole discretion.

9. Amendment. Any further amendment or modification to the Lease shall be in writing and shall require the signature of a representative of Lessee of the level of Vice President or above.
10. Other Terms. All terms not otherwise amended by this Amendment shall remain in full force and effect. Lessee and Lessor each acknowledge that the other is not in default under the terms of the Lease and that it has no claims against the other under the terms of the Lease. The Lease, Memorandum and this Amendment constitute the entire agreement between the parties with respect to the subject matter thereof. In the event of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control. This Amendment shall be recorded in the County in which the leased property is located. Lessor represents, warrants and agrees that it is the sole legal owner of indefeasible and marketable fee simple title to the Leased Space with the right power and authority to enter into this Amendment, and any required consents and authorizations required, in connection with the execution and delivery of this Amendment have been obtained.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

  
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THIS AMENDMENT is executed by Lessor and Lessee on the date set forth above.

Signed, Sealed and Delivered in the presence of:

Witnesses:

**LANDLORD:**

**THE WESTERVELT COMPANY,  
INC., an Alabama corporation, a/k/a  
WESTERVELT LAND COMPANY,  
INC., an Alabama corporation**

Art Rimer  
Name:

By: James J. King, Jr.  
James J. King, Jr.  
Vice President

Brian W. Rimer  
Name:

STATE OF Alabama )  
COUNTY OF Tuscaloosa :

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that James J. King, Jr., as Vice President of the Westervelt company, Inc., an Alabama corporation, a/k/a Westervelt land company, Inc., an Alabama corporation, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, he/she executed the same voluntarily and with full authority, on behalf of said corporation.

GIVEN under my hand and seal, this 24<sup>th</sup> day of October, 2016.

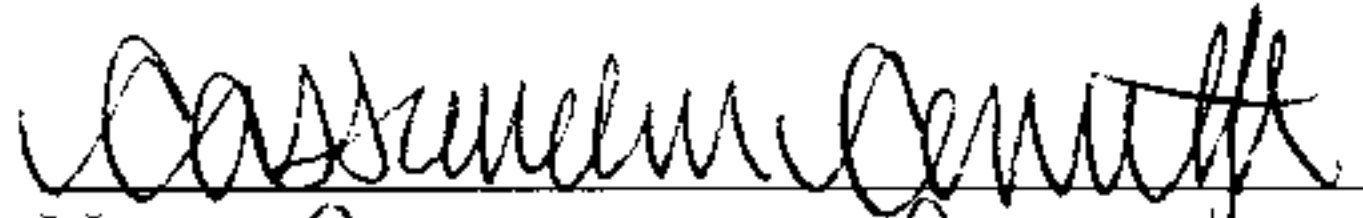
[ NOTARIAL SEAL ]

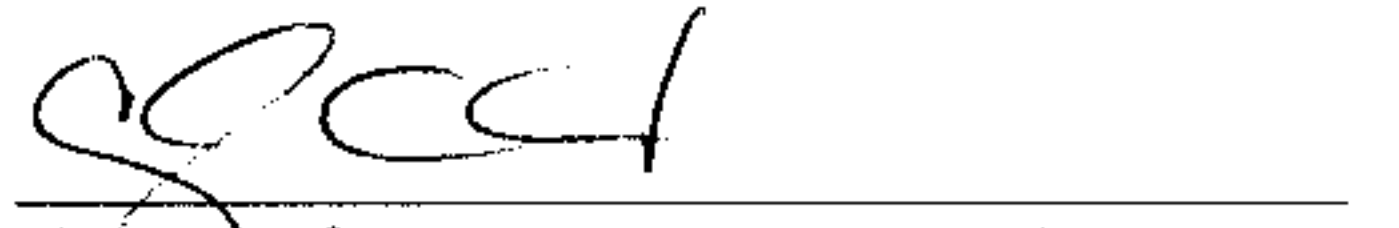
Susan Daylock  
Notary Public  
My commission expires \_\_\_\_\_  
**MY COMMISSION EXPIRES FEB. 17, 2018**

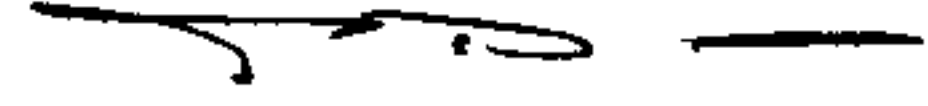
Witnesses:

TENANT:

**SBA TOWERS VI, LLC, a Delaware  
limited liability company**

  
Name: Cassandra Connette

  
Name: CHERYL CLICKNER

By:   
Thomas P. Hunt  
Executive Vice President &  
General Counsel

STATE OF FLORIDA


COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me November 1<sup>st</sup>, 2016, by Thomas P. Hunt, Executive Vice President & General Counsel of SBA TOWERS VI, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



Kaela Feliciano  
Commission # GG023862  
Expires: August 23, 2020  
Bonded thru Aaron Notary

[Notary Seal]

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_


  
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EXHIBIT "A"  
Legal Description

**Parent Parcel Description**

**PARCEL 1:**

The following described real estate situate lying and being in Shelby County, in the State of Alabama, to wit:

The Southwest Quarter of the Northwest Quarter of Section 13 and the West half of the Southwest Quarter of Section 13 lying North of Hwy # 42 all in Township 22 South, Range 1 East.

AND BEING a portion same property conveyed to Gulf States Paper Corporation, a Delaware corporation from Shelby Iron Company of Alabama, a Alabama corporation by Deed dated December 31, 1954 and recorded April 24, 1958 in Deed Record 192, Page 41. The said Gulf States Paper Corporation having changed its name to The Westervelt Company, Inc., a Delaware corporation as evidenced by Affidavit recorded January 22, 2007, as Document No. 20070122000033790.

Tax Parcel No. 30 6 13 0 000 001.000 (Portion)

**PARCEL 2:**

The following described real estate situate lying and being in Shelby County, in the State of Alabama, to wit:

The East half of the Southeast Quarter of Section 14, in Township 22 South, Range 1 East.

AND BEING a portion same property conveyed to Gulf States Paper Corporation, a Delaware corporation from Shelby Iron Company of Alabama, a Alabama corporation by Deed dated December 31, 1954 and recorded April 24, 1958 in Deed Record 192, Page 41. The said Gulf States Paper Corporation having changed its name to The Westervelt Company, Inc., a Delaware corporation as evidenced by Affidavit recorded January 22, 2007, as Document No. 20070122000033790.

Tax Parcel No. 30 6 14 0 000 002.000 (Portion)


  
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EXHIBIT "B"  
Legal Description

**Exclusive Easement Area**

Situated in the County of Shelby, State of Alabama and lying in the West 1/2 of the Southwest 1/4 of Section 13, Township 22 South, Range 1 East and known as being a 10,000 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Westervelt Land Company Inc., a Delaware corporation, by Statutory Warranty Deed recorded in Instrument No. 1995-18935 of Shelby County records and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 13, Township 22 South, Range 1 East and being the Southwest property corner of the Parent Parcel 1 and being a 3" Iron Pipe; thence along the Westerly line of Section 13, Township 22 South, Range 1 East North 00°35'23" East, a distance of 1729.78 feet to a point; thence North 89°24'37" East a distance of 5.00 feet to the Point of BEGINNING;

Thence North 00°19'13" West a distance of 100.00 feet to a point; thence North 89°40'47" East a distance of 100.00 feet to a point; thence South 00°19'13" East a distance of 100.00 feet to a point; thence South 89°40'47" West a distance of 100.00 feet to the Point of BEGINNING and containing 0.230 acre (10,000 square feet) of land, more or less.


  
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EXHIBIT "C"  
Legal Description

**Non-Exclusive Access & Utility Easement**

Situated in the County of Shelby, State of Alabama and lying in the West 1/2 of the Southwest 1/4 of Section 13, Township 22 South and the East 1/2 of the Southeast 1/4 of Section 14, Township 22 South, Range 1 East and known as being a 101,212 square foot 50' wide Non-Exclusive Access and Utility Easement over and upon a parcel of land now or formerly conveyed to Westervelt Land Company, Inc., an Alabama corporation by Statutory Warranty Deed recorded in Instrument No. 1995-18935 of Shelby County records and a parcel of land now or formerly conveyed to The Westervelt Company, Inc., an Alabama corporation successor by virtue of name change from Gulf States Paper Corporation, a Delaware corporation by Deed recorded April 24, 1958 in Deed Book 193, Page 41 of Shelby County records and being more particularly described as follows:

COMMENCING at the Southwest corner of Section 13, Township 22 South, Range 1 East and being the Southwest property corner of the Parent Parcel 1 and the Southeast property corner of Parent Parcel 4 and being a 3" Iron Pipe found; thence along the Southerly line of line of Section 14, Township 22 South, Range 1 East, South 89°24'37" West, a distance of 250.66 feet to the Point of BEGINNING;

Thence South 89°24'37" West a distance of 51.94 feet to a point; thence North 15°07'14" East a distance of 113.77 feet to a point; thence along a curve to the left, said curve having a radius of 230.00 feet, an included angle 39°49'18", an arc length of 159.85 feet, and a chord bearing of North 02°21'11" East and a chord distance of 156.66 feet to a point; thence North 17°33'28" West a distance of 85.91 feet to a point; thence along a curve to the right, said curve having a radius of 270.00 feet, an included angle 43°34'45", an arc length of 205.36 feet, and a chord bearing of North 04°13'58" East and a chord distance of 200.45 feet to a point; thence North 26°01'20" East a distance of 17.82 feet to a point; thence along a curve to the right, said curve having a radius of 445.00 feet, an included angle 34°05'54", an arc length of 264.83 feet, and a chord bearing of North 43°04'19" East and a chord distance of 260.94 feet to a point; thence North 60°07'16" East a distance of 51.57 feet to a point; thence along a curve to the left, said curve having a radius of 255.00 feet, an included angle 24°49'36", an arc length of 110.49 feet, and a chord bearing of North 47°42'32" East and a chord distance of 109.63 feet to a point; thence North 35°17'43" East a distance of 29.05 feet to a point; thence along a curve to the left, said curve having a radius of 480.00 feet, an included angle 14°20'53", an arc length of 120.20 feet, and a chord bearing of North 28°07'16" East and a chord distance of 119.89 feet to a point; thence North 20°56'49" East a distance of 127.55 feet to a point; thence along a curve to the left, said curve having a radius of 280.00 feet, an included angle 57°09'23", an arc length of 279.32 feet, and a chord bearing of North 07°37'51" West and a chord distance of 267.88 feet to a point; thence North 36°12'33" West a distance of 133.09 feet to a point; thence along a curve to the right, said curve having a radius of 195.00 feet, an included angle 44°26'43", an arc length of 151.26 feet, and a chord bearing of North 13°59'12" West and a chord distance of 147.50 feet to a point; thence North 08°14'09" East a distance of 42.88 feet to a point; thence along a curve to the right, said curve having a radius of 95.00 feet, an included angle 44°09'53", an arc length of 73.23 feet, and a chord bearing of North 30°23'21" East and a chord

distance of 71.43 feet to a point; thence North 52°28'17" East a distance of 17.00 feet to a point; thence North 89°40'47" East a distance of 28.06 feet to a point; thence North 00°19'13" West a distance of 65.94 feet to a point; thence South 57°57'46" East a distance of 12.11 feet to a point; thence along a curve to the right, said curve having a radius of 55.00 feet, an included angle 110°26'36", an arc length of 106.01 feet, and a chord bearing of South 02°44'43" East and a chord distance of 90.35 feet to a point; thence South 52°28'17" West a distance of 31.91 feet to a point; thence along a curve to the left, said curve having a radius of 45.00 feet, an included angle 44°07'58", an arc length of 34.66 feet, and a chord bearing of South 30°24'18" West and a chord distance of 33.81 feet to a point; thence South 08°14'09" West a distance of 42.85 feet to a point; thence along a curve to the left, said curve having a radius of 145.00 feet, an included angle 44°26'43", an arc length of 112.48 feet, and a chord bearing of South 13°59'12" East and a chord distance of 109.68 feet to a point; thence South 36°12'33" East a distance of 133.09 feet to a point; thence along a curve to the right, said curve having a radius of 330.00 feet, an included angle 57°09'23", an arc length of 329.20 feet, and a chord bearing of South 07°37'51" East and a chord distance of 315.72 feet to a point; thence South 20°56'49" West a distance of 127.55 feet to a point; thence along a curve to the right, said curve having a radius of 530.00 feet, an included angle 14°20'53", an arc length of 132.72 feet, and a chord bearing of South 28°07'16" West and a chord distance of 132.38 feet to a point; thence South 35°17'43" West a distance of 29.05 feet to a point; thence along a curve to the right, said curve having a radius of 305.00 feet, an included angle 24°49'36", an arc length of 132.16 feet, and a chord bearing of South 47°42'31" West and a chord distance of 131.13 feet to a point; thence South 60°07'16" West a distance of 51.57 feet to a point; thence along a curve to the left, said curve having a radius of 395.00 feet, an included angle 34°05'54", an arc length of 235.08 feet, and a chord bearing of South 43°04'19" West and a chord distance of 231.62 feet to a point; thence South 26°01'20" West a distance of 17.82 feet to a point; thence along a curve to the left, said curve having a radius of 220.00 feet, an included angle 43°34'45", an arc length of 167.33 feet, and a chord bearing of South 04°13'58" West and a chord distance of 163.33 feet to a point; thence South 17°33'28" East a distance of 85.91 feet to a point; thence along a curve to the right, said curve having a radius of 280.00 feet, an included angle 39°09'06", an arc length of 191.33 feet, and a chord bearing of South 02°01'05" West and a chord distance of 187.63 feet to a point; thence South 15°07'14" West a distance of 96.73 feet to the Point of BEGINNING and containing 2.324 acres (101,212 square feet) of land, more or less.

TOGETHER WITH an Access and Utility Easement Agreement in favor of Foresite Towers Two, L.L.C., a Nevada limited liability company, set forth in instrument, dated 01/17/2013 and recorded on 01/29/2013 in Instrument No. 20130129000038810.

