

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE AND DELIVER A THIRD AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF DENTON, AS LANDLORD, AND SBC TOWER HOLDINGS LLC, AS TENANT, LEASING AN ADDITIONAL 150 SQUARE FEET OF LAND, LOCATED NEAR FRAME STREET, BEING IDENTIFIED ON BLOCK A, LOT 1, CITY HALL EAST ADDITION, CITY OF DENTON, DENTON COUNTY, TEXAS, FOR THE USE AND MAINTENANCE OF A COMMUNICATION TOWER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, SBC Tower Holdings, LLC ("SBC") leased land from a predecessor in interest (612 E McKinney, LLC) located near Frame Street, being identified on, Block A, Lot 1, City Hall East Addition, City of Denton, Denton County, Texas ("Parent Tract") recorded in the Denton County Plat Records as instrument number 2021-72;

WHEREAS, the City of Denton ("City") purchased the Parent Tract subject to the existing lease agreement, under Ordinance 19-2757 recorded in the Denton County Property Records as instrument number 2020-2801;

WHEREAS, SBC has requested to exercise its option to expand the leased area by 150 square feet, as described in Exhibit "E" of the Third Amendment to Lease Agreement, as defined below, for the use and maintenance of a communication tower; and

WHEREAS, the City Council finds that is in the best interest of the citizens of the City to enter into the Third Amendment to Lease Agreement (herein so called) in the form attached hereto and made a part hereof as Exhibit "A"; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1, The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Third Amendment to Lease Agreement by and between the City of Denton, as Landlord and SBC Tower Holdings, LLC, as Tenant, and any other documents necessary for the lease of an additional 150 square foot tract of land, as described above, substantially in the form attached hereto and made a part hereof as Exhibit "A".

SECTION 3. The City Manager, or designee, is hereby authorized to carry out all duties and obligations to be performed by the City under the Agreement, including, but not limited to, signing ancillary documents such as consents to assignment.

SECTION 4. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by _____ and seconded by _____, the ordinance was passed and approved by the following vote [____ - ____]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2023.

GERARD HUDSPETH, MAYOR

ATTEST:
JESUS SALAZAR, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

Exhibit "A"

THE THIRD AMENDMENT TO LEASE AGREEMENT

This Third Amendment to Lease Agreement ("**Third Amendment**") is entered into and made effective as of the later signature date hereof (the "**Effective Date**"), by and between **City of Denton**, a Texas Home Rule Municipal Corporation ("**Landlord**") and **SBC Tower Holdings LLC**, a Delaware limited liability company (hereinafter referred to as ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 21, 1998, (the "**Original Lease**"), attached hereto as Exhibit B; as amended by that certain First Amendment to Lease Agreement dated February 29, 2008, a memorandum of which was recorded on September 9, 2008, in the Denton County Recorder's Office, State of Texas as Instrument No. 2008-98930 (the "**First Amendment**"), attached hereto as Exhibit C; as amended by that certain Second Amendment to Lease Agreement dated October 10, 2018, a memorandum of which was recorded on October 24, 2018, in the Denton County Recorder's Office, State of Texas as Instrument No. 125847 (the "**Second Amendment**" and collectively with the Original Lease and First Amendment, the "**Lease**"), attached hereto as Exhibit D, pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and 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, designated and/or depicted on **Exhibit A**; and

WHEREAS, Pursuant to Section 4 of the Second Amendment, Landlord (or its predecessor in interest) has granted to Tenant an irrevocable option to expand the Leased Premises (the "**Option**") to include approximately an additional one hundred and fifty (150) square foot area contiguous to the Leased Premises (the "**Option Area**"); and

WHEREAS, the Parties desire to amend the terms of the Lease to exercise said Option and expand the Leased Premises and to otherwise modify the Lease as 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. **Ratification of the Leased Premises.** Landlord hereby ratifies and agrees that it leases to Tenant the Leased Premises as described, designated and/or depicted on **Exhibit A** attached hereto.
2. **Exercise of the Option and Additional Ground Space.** Effective as of the Effective Date, Tenant hereby exercises the Option and Landlord hereby leases to Tenant the Option Area. The Option Area is described, depicted and/or designated on **Exhibit E** attached hereto and by this reference made a part hereof. Tenant may use Option Area in the same manner that Tenant is permitted to use the Leased Premises. On and after the occurrence of the Effective Date the Option Area shall be (and shall be deemed to be for all purposes), without further action of the Parties hereto, part of the Leased Premises and any references to

the Leased Premises in the Lease, as amended hereby, shall include (and shall be deemed to include for all purposes) the Option Area.

3. **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 Third Amendment, this Third Amendment shall control. Tenant and Tenant's sublessees and customers, subject to and subordinate to City of Denton Police Department use, 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 coordinate all access needs with the City of Denton Police Department at all times through the non-emergency number for Public Safety Communications, (940) 349-7970. Tenant and their subcontractors will need to provide free and clear access to the street and parking that surrounds the land. The terms, provisions, and conditions of this Section 3 shall survive the execution and delivery of this Third Amendment.

4. **Lease Term Extension Modification.** The Parties hereby agree that the provision contained in Section 2 of the Second Amendment dated June 14, 2018, are hereby deleted in their entirety and the following are inserted in lieu thereof:

Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 9, 1998 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "Existing Renewal Term" and, collectively, the "Existing Renewal Terms"), the lease is otherwise scheduled to expire on November 8, 2038. In addition to any Existing Renewal Term(s), the lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms"). Lessee shall provide written notice to Lessor 120 days prior to the exercise of any Existing Renewal Terms or New Renewal Terms. All Existing Renewal Terms and New Renewal Terms shall renew only upon prior written approval by the Denton City Council. The Tenant may also elect not to renew by notifying Landlord at least sixty (60) days prior to the commencement of the Renewal Term (as defined below). Landlord shall be able to terminate this Lease in the event of a material default by Tenant, which if default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time, subject to Landlord's written approval(beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "Renewal Term" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s)."

5. **Indemnity.** The Parties hereby agree that the provisions contained in Section 8 of the Original Lease dated September 21, 1998, are hereby deleted in their entirety and the following are inserted in lieu thereof:

TENANT SHALL AND HEREBY DOES INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM ALL DEMANDS, CLAIMS, ACTIONS, CAUSES OF ACTION, ASSESSMENTS, EXPENSES, COSTS, DAMAGES, LOSSES, AND LIABILITIES (INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS) ACTUALLY INCURRED, ASSERTED, AND/OR SUFFERED (COLLECTIVELY, THE "LOSSES"), WHETHER TO PERSONS OR PROPERTY, ARISING DIRECTLY FROM TENANT'S

BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS LEASE, OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OF TENANT, OR ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS IN THE USE, OCCUPANCY AND MAINTENANCE OF THE LEASED PREMISES OR TENANT'S INSTALLATION AND IMPROVEMENTS WITHIN THE LEASED PREMISES ; PROVIDED, IN ALL EVENTS, THE AFOREMENTIONED INDEMNIFICATION SHALL NOT APPLY IF AND TO THE EXTENT THAT THE LOSSES RELATE TO OR ARISE AS THE RESULT OF THE SOLE NEGLIGENCE OF LANDLORD OR ANY OF LANDLORD'S EMPLOYEES, AGENTS, CONTRACTORS, AND/OR LICENSEES IN THEIR USE OF THE PARENT PARCEL.

TO THE EXTENT AUTHORIZED BY THE LAWS OF THE STATE OF TEXAS AND WITHOUT WAIVING ANY APPLICABLE IMMUNITY, LANDLORD SHALL AND HEREBY DOES INDEMNIFY AND HOLD TENANT HARMLESS FROM ALL LOSSES, WHETHER TO PERSONS OR PROPERTY, ARISING DIRECTLY FROM LANDLORD'S SOLE NEGLIGENCE IN ITS USE OF THE PARENT PARCEL AND THE SOLE NEGLIGENCE OF LANDLORD'S EMPLOYEES, AGENTS, CONTRACTORS, OR LICENSEES IN THEIR USE OF THE PARENT PARCEL; PROVIDED, IN ALL EVENTS, THE AFOREMENTIONED INDEMNIFICATION SHALL NOT APPLY IF AND TO THE EXTENT THAT THE LOSSES RELATE TO, OR ARISE AS THE RESULT OF, THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF TENANT OR ANY OF TENANT'S EMPLOYEES, AGENTS, CONTRACTORS, AND/OR INVITEES. IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF BOTH THE TENANT AND LANDLORD, RESPONSIBILITY, IF ANY, SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO LANDLORD UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

6. **Taxes.** The Parties hereby agree that the provisions contained in Section 15 of the Second Amendment dated June 14, 2018, are hereby deleted in their entirety and the following are inserted in lieu thereof:

“Lessee shall be responsible for all ad valorem taxes and other taxes levied against the Leased Premises.”

7. **Government Approvals.** The Parties hereby agree that the provisions contained in Section 7 of the First Amendment dated February 28, 2008, are hereby deleted in their entirety and the following are inserted in lieu thereof:

“Tenant shall acquire, as required by applicable laws, ordinances, or regulations and at its sole cost and expense, all building permits, and other permits, licenses, permissions, consents, and approvals required to be obtained from government agencies or third parties in connection with the design and construction of the Tenant's improvements, and any repairs, replacements, or renovations to the Leased Premises.”

8. **Confidentiality.** The Parties hereby agree that all of the terms, provisions and agreements contained in Section 9 of the Second Amendment dated June 14, 2018, are hereby deleted in their entirety and the following are inserted in lieu thereof:

“Tenant acknowledges that Landlord as a municipal corporation formed under the laws of Texas is subject to the Texas Open Records Act and other public disclosure laws. Subject to the Texas Open Records Act, and or other applicable disclosure laws, with respect to any information, documents, leases and financial statements provided or made available to Landlord by Tenant pursuant to this Lease, Landlord and Tenant agree that such information may, from time to time, be proprietary and confidential, and the disclosure of such information may be detrimental to the success of the Lease, and Landlord’s and Tenant’s interests therein. To the extent allowed by law, LANDLORD shall use commercially reasonable good faith efforts to limit disclosure of such information to its representatives who reasonably need to know such information. Landlord further covenants and agrees that if it is requested (orally or in writing) in connection with any request or legal proceeding to disclose such confidential or proprietary information, Landlord will provide Tenant with prompt notice in advance of such disclosure so that Tenant may seek such disclosure exemptions, protective orders or other appropriate remedy, and/or waive compliance with this Lease, and Landlord agrees to cooperate with Tenant in pursuing any such course of action. Landlord’s failure to provide prior notice to disclosure shall not constitute a Landlord default under this lease.”

9. **Notices.** 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: Attn: Real Estate Dept., 401 N. Elm St., Denton, Texas 76201; to Tenant at: Attn: Network Real Estate Administration, RE: FA No. 10004560, 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10004560, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116; 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.

10. **Electronic Signatures.** The Parties agree that a scanned or electronically reproduced copy or image of this Third Amendment bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Third Amendment notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Third Amendment and without the requirement that the unavailability of such original, executed counterpart of this Third Amendment first be proven.

11. **Entirety; Amendment; Counterparts.** This Third Amendment, together with the Lease, constitutes the entire agreement among the undersigned Parties hereto regarding the subject matter hereof. Any modification to this Third Amendment must be in writing and signed and delivered by authorized representatives of the Parties in order to be effective. This Third Amendment will be governed by the laws of the state or commonwealth in which the Parent Parcel is situated. This Third Amendment may be executed in any number of counterparts, each of which shall be an original, which may be delivered via facsimile, but all of which taken together shall constitute one instrument.

12. **Governing Law.** The Parties hereby agree that all of the terms, provisions and agreements contained in Section 12 of the Second Amendment dated June 14, 2018, are hereby deleted in their entirety and the following are inserted in lieu thereof:

“This Lease and this Amendment shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.”

13. **Waiver.** The Parties hereby agree that the provisions contained in Section 13 of the Second Amendment dated June 14, 2018, are hereby deleted in their entirety.

14. **Tenants Securitization Rights; Estoppel** The Parties hereby agree that the provisions contained in Section 14 of the Second Amendment dated June 14, 2018, are hereby amended to read and provide as follows:

“Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "*Security Interest*") in Tenant's (or American Tower's) interest in this lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises. Any such Security Interest shall be a lien only upon the Tenant and/or American Tower's property and fixtures so mortgaged and shall not be a lien on the Leased Premises. Landlord further consents to the exercise by Tenant's (or American Tower'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 and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.”

15. **Rent** 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 shall be paid to the **City of Denton.**

*[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE NEXT PAGE]*

LANDLORD:

City of Denton,
a Texas Home Rule Municipal Corporation,

Signature: _____
Print Name: _____
Title: _____
Date: _____

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWALD, CITY ATTORNEY

BY: _____

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED AS TO
Financial and operational obligations and
Business terms.

DeAnna Cody, Deputy Director
Development Services – Real Estate
Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ATC Site No: 309566
Site Name: Mckinney-Frame St.
Project Number: 13670866 (MB)

TENANT:

SBC Tower Holdings LLC,
a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

[END OF SIGNATURES]

ATC Site No: 309566
Site Name: Mckinney-Frame St.
Project Number: 13670866 (MB)

EXHIBIT A

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF PARENT PARCEL AND LEASED PREMISES

Parent Parcel:

LOT 1, BLOCK A, CITY HALL EAST ADDITION, AN ADDITION TO THE CITY OF DENTON, DENTON COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2021-72, OF THE MAP AND/OR PLAT RECORDS OF DENTON COUNTY, TEXAS.

APN : R32792

Leased Premises:

Portion of Parent Parcel leased by Tenant:

All that tract or parcel of land lying and being in the Hiram Sisco Survey, Abstract No. 1184, Denton County, Texas and being a part of a called 5.592 acre tract of land shown as Lot 1 on a minor plat titled "City Hall East Addition" recorded in Document No. 2021-72 in the Official Records of Denton County and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch capped rebar stamped "TNP" located at the northwest corner of a 0.083 acre right-of-way dedication as shown on said "City Hall East Addition" plat, said rebar having a Texas Grid North, NAD 83, North Central Zone Value of N: 7128147.4094 E: 2388826.7549; thence running with the west line of said 0.083 acre right-of-way dedication, South 00°09'10" East, 25.87 feet to a point; thence with the north line of said Lot 1, South 88°12'37" East, 117.02 feet to a point; thence with the east line of said Lot 1 and the westerly right-of-way line of Frame Street, South 00°17'56" East, 23.32 feet to a point; thence, South 09°23'21" East, 53.80 feet to a point; thence, South 00°17'56" East, 148.14 feet to a point; thence, South 00°17'56" East, 23.36 feet to a point; thence leaving said right-of-way line and running, North 59°11'27" West, 52.28 feet to a point; thence, South 46°50'38" West, 24.19 feet to a point and the true POINT OF BEGINNING;

Thence, North 43°30'50" West, 18.00 feet to a point; Thence, North 46°50'38" East, 45.00 feet to a point; Thence, South 43°30'50" East, 18.00 feet to a 1/2-inch rebar found having a Texas Grid North, NAD 83, North Central Zone Value of N: 7127911.0013 E: 2388923.8600; Thence, South 46°50'38" West, 45.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, North Central Zone. Said tract contains 0.0186 acres (810 square feet), more or less, as shown in a survey prepared for American Tower Corporation by POINT TO POINT LAND SURVEYORS, INC. dated July 6, 2021.

[EXHIBIT A CONTINUES ON FOLLOWING PAGE]

ATC Site No: 309566
Site Name: McKinney-Frame St.
Project Number: 13670866 (KD)

EXHIBIT A (continued)

Leased Premises (continued):

Along with beneficiary easement(s) for access and utilities:

Together with an easement lying and being in the Hiram Sisco Survey, Abstract No. 1184, Denton County, Texas and being a part of a called 5.592 acre tract of land shown as Lot 1 on a minor plat titled "City Hall East Addition" recorded in Document No. 2021-72 in the Official Records of Denton County and being more particularly described as follows:

To find the point of beginning, COMMENCE at a 5/8-inch capped rebar stamped "TNP" located at the northwest corner of a 0.083 acre right-of-way dedication as shown on said "City Hall East Addition" plat, said rebar having a Texas Grid North, NAD 83, North Central Zone Value of N: 7128147.4094 E: 2388826.7549; thence running with the west line of said 0.083 acre right-of-way dedication, South 00°09'10" East, 25.87 feet to a point; thence with the north line of said Lot 1, South 88°12'37" East, 117.02 feet to a point; thence with the east line of said Lot 1 and the westerly right-of-way line of Frame Street, South 00°17'56" East, 23.32 feet to a point; thence, South 09°23'21" East, 53.80 feet to a point; thence, South 00°17'56" East, 148.14 feet to a point and the true POINT OF BEGINNING;

Thence, South 00°17'56" East, 23.36 feet to a point; Thence leaving said right-of-way line and running, North 59°11'27" West, 52.28 feet to a point; Thence, North 46°50'38" East, 20.81 feet to a 1/2-inch rebar found having a Texas Grid North, NAD 83, North Central Zone Value of N: 7127911.0013 E: 2388923.8600; Thence, South 59°11'27" East, 34.46 feet to a point on the westerly right-of-way line of Frame Street and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, North Central Zone. Said easement contains 0.0199 acres (867 square feet), more or less, as shown in a survey prepared for American Tower Corporation by POINT TO POINT LAND SURVEYORS, INC. dated July 6, 2021.

[END OF EXHIBIT A]

EXHIBIT B

The Original Lease attached hereto

LEASE AGREEMENT

This AGREEMENT, made this 21st day of September, 1998, by and between Gene A. Gohlke and wife, Judith C. Gohlke, 1401 Broadway St., Denton, Texas 76201-2713 hereinafter called **LESSOR**, and Southwestern Bell Wireless Inc. ("SWBW"), acting in its capacity as general partner of the Dallas SMSA Limited Partnership, and being a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 15660 Dallas Parkway, Suite 1300, Dallas, Texas, 75248, hereinafter called **LESSEE**.

WHEREAS, **LESSOR** is the owner of the following described real property, together with all improvements thereon, lying and being situated in the County of Denton, State of Texas, being five tracts of land (Tracts 1, 2 and 3 situated in the Hiram Cisco Survey, Abstract 1184, Tract 4 being situated in the B.B.B. & C.R.R. Co. Survey Abstract 185, and Tract 5 situated in the A. Hill Survey, Abstract 623.). Said land being more particularly described in the Deed Trust dated December 3, 1985, recorded in Volume 1776, Page 107, Deed Records of Denton County, Texas.

Said property is further shown on Exhibit "A" attached and made a part hereof for all purposes, and a portion thereof is hereinafter referred to as the "Leased Premises". Approximate location of said Leased Premises therein is also shown on Exhibit "A" and is a 45' by 20' portion of the above described real property.

WHEREAS, **LESSEE** desires to lease said Leased Premises for the purpose of construction, operation, and maintenance of a radio transmission facility.

NOW THEREFORE, in consideration of the terms, conditions and rentals hereinafter set forth, **LESSOR** and **LESSEE** agree to the following:

1. The **LESSOR** hereby leases to **LESSEE** the aforescribed Leased Premises along with the right of way for ingress and egress as more particularly shown on Exhibit "A". **LESSOR** shall grant any and all easements as may be required by the appropriate electric and telephone companies for the purpose of servicing **LESSEE'S** equipment. In addition, **LESSOR** hereby grants to **LESSEE** the right to use additional property contiguous to the Leased Premises during construction of the radio transmission facility. Said additional construction easement to be restored as near as reasonably possible to its condition prior to construction by **LESSEE**. **LESSEE** shall not use or permit the property to be used for any purpose other than a radio transmission facility without written consent of **LESSOR**, said consent not to be unreasonably withheld.
2. **LESSOR** agrees that **LESSEE** shall have free access to the Leased Premises for the purpose of constructing, installing, operating and maintaining the radio transmission facility, and during the continuation of this Lease, and any renewals thereof, ingress and egress is hereby granted to **LESSEE** twenty-four (24) hours a day, three hundred sixty five (365) days per year. It is agreed.

however, that only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of **LESSEE**, agents of **LESSOR**, FCC Inspectors, or persons under their direct supervision, will be permitted to enter the Leased Premises.

3. **LESSOR** hereby grants to **LESSEE** the right to survey the Leased Premises. Said survey, if made, shall become Exhibit "B" to this Agreement and shall supersede Exhibit "A".

4. The term of this Agreement shall be twenty (20) years beginning on the date a Building Permit is issued **LESSEE** by the City of Denton, Texas. Rent shall be paid in equal monthly installments in advance, to **LESSOR** at its address in Denton County, Texas, or to such other person, firm or place as the **LESSOR** may from time to time so designate in writing at least thirty (30) days in advance of any rental payment date.

The first five (5) year period of this Lease shall have an annual rate of \$ 6,000.00 to be paid in equal monthly installments as aforesaid.

The second five (5) year period of this Lease shall have an annual rate of \$ 6,900.00 to be paid in equal monthly installments as aforesaid.

The third five (5) year period of this Lease shall have an annual rate of \$ 7,935.00 to be paid in equal monthly installments as aforesaid.

The fourth five (5) year period of this Lease shall have an annual rate of \$ 9,125.00 to be paid in equal monthly installments as aforesaid.

5. If, at the end of twenty (20) years this Agreement has not been terminated by either party giving to the other written notice of an intention to so terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions, including rental payments, for a further term of one (1) year, and so on from year to year until terminated by either party giving to the other written notice of an intention to so terminate at least six (6) months prior to the end of such term.

Provided **LESSEE** is not in default hereunder, and shall have paid all rents and sums due and payable to **LESSOR** by **LESSEE**, **LESSEE** shall have the right to terminate this Agreement at any time upon one (1) year's prior written notice from **LESSEE** to **LESSOR**, without penalty or further obligation hereunder.

6. It is understood and agreed by the parties that **LESSEE'S** ability to use the Leased Premises is contingent upon its obtaining, either before or after the effective date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and/or Environmental Studies which will permit **LESSEE** use of the Leased Premises as set forth above. **LESSEE** agrees to use best efforts to

obtain all of the necessary certificates, permits and approvals which shall be obtained at **LESSEE'S** sole expense.

LESSOR will cooperate with **LESSEE**, at **LESSEE'S** sole cost and expense, in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by **LESSEE**. In the event any such applications should be finally rejected or **LESSEE**, in its reasonable discretion, believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected in the opinion of **LESSEE** or any certificate, permit, license or approval issued to **LESSEE** is canceled, expires or lapses or is otherwise withdrawn or terminated by governmental authority or soil boring tests and/or Environmental Studies are found to be unsatisfactory so that **LESSEE**, in its sole discretion will be unable to use the Leased Premises for the purposes set forth herein, **LESSEE** shall have the right to terminate this Lease. Prior written notification to **LESSOR** of **LESSEE'S** intent to exercise its right to terminate this Lease shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice by **LESSOR** as evidenced by the return receipt. All rentals paid to such termination date shall be retained by the **LESSOR**. Upon such termination, this Lease shall become null and void, and the Parties shall have no further obligations, including the payment of monies, to each other except as otherwise provided herein.

7. If all or part of the Leased Premises, or if all or any part of the **LESSOR'S** land underlying the radio transmission facility or roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if any said taking in the sole opinion of **LESSEE** renders the Leased Premises unusable for its intended purposes, then at **LESSEE'S** option this Agreement may be declared null and void and no further force and effect and there shall be no further payment of rents except that which may have been due and payable at the time of said taking. In the event of a partial taking and **LESSEE** in its sole discretion wishes to maintain its operations on the lands of the undersigned, **LESSOR** shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action.

8. **LESSEE** shall indemnify **LESSOR** and hold **LESSOR** harmless against any claim of liability or loss from personal injury or property damage, which may arise out of **LESSEE'S** negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributable in whole or in part to the acts or omissions of the **LESSOR**, or its agents, servants or contractors. In the event of **LESSOR'S** negligence or willful misconduct, **LESSOR** shall so indemnify **LESSEE**.

LESSOR represents and warrants to **LESSEE** that **LESSOR**: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, on any portion thereof, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances or any wastes regulated under any

local, state or federal law. Prior to and after the term of this Lease, **LESSOR** indemnifies and holds **LESSEE** harmless from any and all claims of liability under any Environmental Regulations, except for claims arising in whole or in part, out of **LESSEE'S** use or occupancy of the Leased Premises.

LESSEE represents, warrants, and covenants to **LESSOR** that **LESSEE** shall at no time during the term of the Lease Agreement use or permit the Leased Premises to be used in violation of any Environmental Regulations. **LESSEE** shall indemnify and hold **LESSOR** harmless from any and all claims of liability under any Environmental Regulations arising out of **LESSEE'S** use or occupancy of the Leased Premises.

For purposes of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445); (iii) the Clean Water Act (33 U.S.C. §§ 1251 et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6901 et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. §§ 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. §§ 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. §§ 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. §§ 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

LESSEE will carry during the term of this Lease the following liability insurance with customary coverage and exclusions:

Bodily Injury	\$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence.
Property Damage	\$100,000.00 for damage as a result of any one accident.

LESSEE agrees to furnish **LESSOR** with certificates of insurance certifying that **LESSEE** has in force and effect the above specified insurance and naming **LESSOR** as an additional insured.

9. Prior to the Commencement Date of this Lease, **LESSEE** shall have full access to the Leased Premises with prior notice to **LESSOR** for the purposes of undertaking any necessary tests, studies and inspections relating to **LESSEE'S** proposed use of the Leased Premises and at such times **LESSOR** and **LESSEE** mutually agree. In the event **LESSEE** is unable to utilize the

Leased Premises for the purpose stated herein, and terminates this Lease pursuant to Paragraphs 6 or 7 hereinabove, **LESSEE** agrees that it shall restore the Leased Premises and such other portions of the Parcel that have been damaged, modified or altered by or on behalf of **LESSEE** as nearly as possible to their original condition.

10. LESSEE shall have a separate power meter installed for its electric service and **LESSEE** shall pay all costs related to said electric service.

11. LESSOR shall be responsible for payment of all ad valorem taxes levied upon the lands of **LESSOR**. **LESSEE** shall be responsible for all taxes levied upon the leasehold improvements (including equipment building and tower) on the Leased Premises.

12. LESSEE, upon termination of this Agreement, shall, within a reasonable period, remove its building, tower and personal property and restore the ground surface of the property as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

13. LESSOR may sell, assign or transfer this Lease Agreement at any time. Any sale, assignment, or transfer by **LESSOR** of all or part of the Leased Premises to a purchaser, assignee, or transferee, other than **LESSEE**, shall be under and subject to this Lease Agreement and **LESSEE'S** rights hereunder.

14. LESSOR covenants that **LESSEE**, on paying the rent and performing the covenants by it herein made, shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

15. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Any litigation concerning this Lease shall be conducted in Denton County, Texas, and the parties hereby agree to the venue and personal jurisdiction of these courts.

16. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

LESSEE: Southwestern Bell Wireless Inc. Site #4075
 P.O. Box 797246
 Dallas, Texas 75379
 (972) 774-4691
 (972) 774-4704 (telecopy)

AND with a copy to:

Southwestern Bell Wireless Inc.
Attention: Legal Department, Site #4075
15660 Dallas Parkway, Suite 1300
Dallas, Texas 75248

LESSOR: Gene A. Gohlke and Judith C. Gohlke
1401 Broadway St.
Denton, TX 76201-2713

17. This Agreement may be sold, assigned, or transferred by **LESSEE** at any time without the consent of the **LESSOR**, to a subsidiary, partner or affiliate of the **LESSEE**, or to a successor to the primary business offered by **LESSEE**. Any other assignment shall require written approval of **LESSOR**, such consent not to be unreasonably withheld.

18. **LESSEE** at its sole discretion shall have the right to sublease to others whose primary business is the provision of radio transmission and/or communications service.

19. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

20. At **LESSOR'S** option, this Agreement shall be subordinate to any mortgage by **LESSOR** which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of **LESSOR'S** interest and also **LESSEE'S** right to remain in occupancy of and have access to the Leased Premises as long as **LESSEE** is not in default of this Agreement. **LESSEE** shall execute whatever instruments may reasonably be required to evidence this subordinate clause. In the event the leased property is encumbered by a mortgage, **LESSOR** immediately after this Lease Agreement is exercised, will obtain and furnish to **LESSEE**, a non-disturbance instrument for each such mortgage in recordable form.

21. For the purpose of providing constructive notice hereof, **LESSOR** and **LESSEE** hereby agree to execute a Memorandum of Lease Agreement, in recordable form and **LESSEE** shall have the same recorded in the land records of the aforesaid county and state.

22. **LESSOR** covenants that **LESSOR** is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. **LESSOR** further covenants that there are no other liens, judgments or impediments of title on the property.

23. During the term of the Agreement, **LESSEE** shall make the lease payment as agreed on in Paragraph 4 of this Agreement. If the **LESSEE** fails to make the lease payment on or before the

due date, the **LESSOR** must notify the **LESSEE** in writing by United States postage prepaid Certified Mail Return Receipt Requested, or by Express Mail. The **LESSEE** shall have ten (10) business days from the receipt of the notification to cure the default.

24. The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Lease and in any document incorporated by reference. This Lease includes the entire agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

25. **LESSEE** represents that it is a Delaware Limited Partnership in good standing in the State of Delaware and qualified to do business as a foreign limited partnership in the State of Texas and that Southwestern Bell Wireless Inc. is the sole General Partner of **LESSEE**, responsible for the operation and control of all of the business of the **LESSEE**.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the days and year just below written.

LESSOR: GENE A. GOHLKE

By: 

Gene A. Gohlke

Date: 9-8-98

LESSOR: JUDITH C. GOHLKE

By: 

Judith C. Gohlke

Date: 9-8-98

LESSEE: DALLAS SMSA LIMITED PARTNERSHIP
By Its General Partner
SOUTHWESTERN BELL WIRELESS INC.

By: 

Lowell D. Whitlock

Vice President, General Manager

Date: 9/21/98

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Denton

BEFORE ME, the undersigned authority, on this day personally appeared

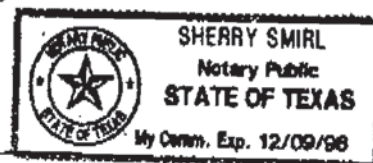
Bene A. Gohlke known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th

day of September A.D., 1998.

Sherry Smirl
Notary Public in and for the State of Texas

December 9, 1998
Commission Expires



ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Denton

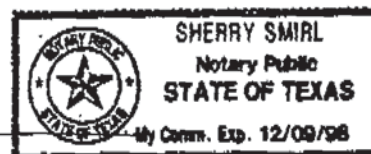
BEFORE ME, the undersigned authority, on this day personally appeared

Judith C. Hollen known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th
day of September, A.D., 1998.

Sherry Smirl
Notary Public in and for the State of Texas

December 9, 1998
Commission Expires



ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Lowell D. Whitlock, Vice President and General Manager, Southwestern Bell Wireless Inc., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Bell Wireless Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 21st
day of September, A.D. 1998.

Karen Sayles

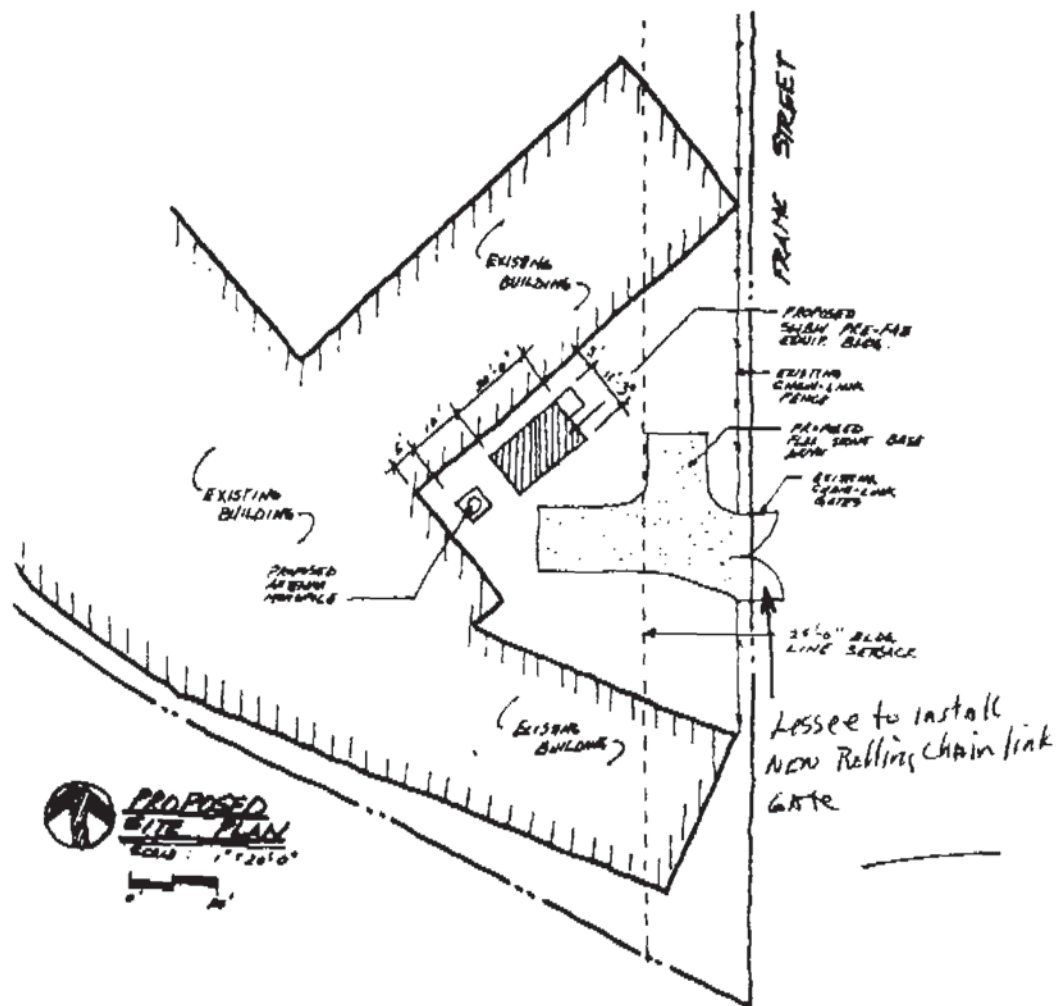
Notary Public in and for the State of Texas

My Commission Expires 10-22-98



EXHIBIT "A"

Attached to and made a part of that certain Lease Agreement dated Sept 21, 1998, 1998, by and between Gene A. Gohlke and wife Judith C. Gohlke Lessor, and Dallas SMSA Limited Partnership, Lessee.



CELL SITE NAME: Search 2

EXHIBIT "A"

CENTER NUMBER: #4075

Page / of /

Note: Owner and SWBW may, at SWBW's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

DALLAS SMSA LIMITED PARTNERSHIP

EXHIBIT C

The First Amendment attached hereto

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("*Amendment*") is entered on the 24th day of February, 2008 by and between Gene Gohlke and Judith Gohlke ("*Lessor*") and Dallas SMSA Tower Holdings LP, a Delaware limited partnership ("*Lessee*").

RECITALS

- A. Lessor, and Southwestern Bell Wireless, Inc. acting in its capacity as general partner of Dallas SMSA Limited Partnership, predecessor in interest to Lessee, entered into that certain Lease Agreement dated September 21, 1998, (the "*Agreement*"), whereby the Lessee leases a portion of the real property owned by Lessor located at Denton, Texas (the "*Leased Premises*");
- B. Lessee entered into that certain Sublease Agreement with Southern Towers, Inc; predecessor to American Tower Asset Sub II, LLC (the "*Sublease*"), dated December 14, 2000 whereby Lessee has subleased the Leased Premises to American Tower Asset Sub II, LLC; and
- C. Lessor and Lessee desire to amend the terms of the Agreement to extend the term thereof and as otherwise provided herein.

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

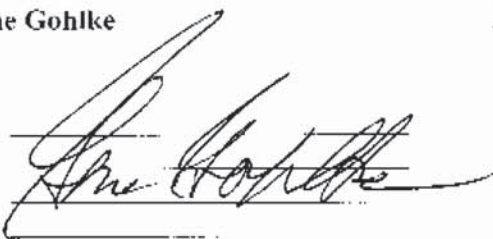
1. **Lease Term Extended:** Lessee shall have the option to extend the Agreement for each of four (4) additional five (5) year renewal terms (each a "*Renewal Term*"). The first such Renewal Term shall commence on the day following the expiration of the last remaining renewal period available under the Agreement. Notwithstanding anything to the contrary contained in the Agreement, the Agreement will automatically renew for any remaining renewal periods under the Agreement existing prior to this Amendment, as well as for each of the successive Renewal Terms added pursuant to this Amendment unless ninety (90) days prior to the expiration of the then current term Lessee notifies Lessor that Lessee elects not to renew the Agreement.
2. **Rent Term and Escalation:** Commencing on November 9, 2018, ("*Rent Increase Date*"), the rent payable under the Agreement is hereby increased to One Thousand and 00/100 Dollars (\$1,000.00) per month. Commencing on the first day of the next Renewal Term and on the first day of the commencement of each subsequent Renewal Term, the base rent due under the Agreement shall increase by an amount equal to 15% of such rent payable in the preceding Renewal Term ("*Escalation*"). Lessor and Lessee agree that the Escalation is the only applicable future increase or escalation to any and all rents under the Agreement and any other rent increase or escalation contained in the Agreement is hereby null and void and of no further force or effect. Lessor and Lessee agree that all rent and payments in accordance with this lease amendment shall continue to be paid to, and all taxable income from the same shall be reported by, GENE A & JUDITH C GOHLKE
3. **One-time Payment:** Lessee shall pay to Lessor a one-time payment in the amount of \$10,000.00, payable within ten (10) business days of Lessee's receipt of this Lease Amendment executed by Lessor. Such one-time payment is contingent on Lessee receiving the executed lease amendment by February 28, 2008 and upon confirmation of fee interest ownership of the Leased Premises. Lessor shall provide any necessary documents, such as a deed, W-9 or recent tax bill required by Lessee in order to assist in expediting such one-time payment.
4. **Memorandum of Amendment:** Upon written request by Lessee, Lessor shall fully cooperate with Lessee and execute a Memorandum of Lease that is recordable within the jurisdiction in which the Property is located. Lessor agrees not to transfer, assign, sell, or convey any or all interest of the Leased Premises to another party until Lessee records a Memorandum of Lease. This provision shall not apply to any sale or transfer of the Leased Premises from Lessor to any member of Lessor's immediate family. For the purposes of this provision, Lessor's immediate family shall be defined as the parents, children, grandchildren or siblings of the Lessor.

5. **Assignment:** Lessee's Customers shall be entitled to use the Easements granted herein and the provisions of this Agreement shall benefit Lessee's Customers. Lessor may only assign Lessor's interest in the Agreement to a purchaser of Lessor's entire interest in the Parent Parcel. Lessee may assign Lessee's interest in the Agreement to any party agreeing to be bound and subject to the terms of the Agreement. Upon assignment, the assigning party will be released from any liability occurring after the date of such assignment, and the assignee will be responsible for all future obligations of such assignor under the Agreement.
6. **Signage:** Lessor grants to Lessee the right to install and maintain during the Term of this Agreement identifying signs or other types of signs required by any governmental authority on or along any access road to the Site, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Site and Improvements. Lessee agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority.
7. **Governmental Approvals:** Lessor shall fully cooperate with Lessee and Lessee's Customers' efforts to obtain and maintain in effect all governmental approvals. Lessor irrevocably authorizes Lessee, Lessee's Customers, and their agents to file applications as Lessor's agent with governmental authorities, which applications relate to Lessee and Lessee's Customers' intended use of the Site, including but not limited to, land use and zoning applications. Lessee shall perform all other acts and pay all reasonable expenses necessary to obtain any approvals deemed necessary by Lessee. Lessor agrees not to oppose any requests for such approvals and agrees to execute in a timely manner any documentation related to such approvals. Lessor's failure to comply with this provision would create a material breach of the Agreement.
8. **Full Force and Effect; Entirety; Amendment; Counterparts.** Except as modified herein, the Agreement and all the covenants, agreements, terms, provisions and conditions thereof remain in full force and effect and are hereby ratified and affirmed. This Amendment, together with the Lease, constitutes the entire agreement among the undersigned parties hereto. Any modification to this Amendment must be in writing and signed and delivered by authorized representatives of the affected parties in order to be effective. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Amendment as of the dates written below.

LESSOR: Gene Gohlke

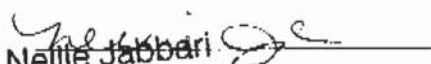
By
Print Name
Title
Date



LESSEE:

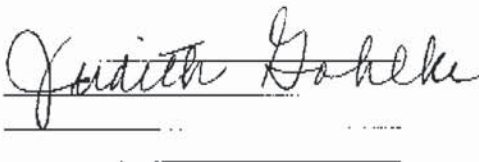
Dallas SMSA Tower Holdings LP,
a Delaware limited partnership

By
Print Name
Title
Date


Nellie Jabbari
Senior Manager - Partnerships/MLAs
FEB 29 2008

LESSOR: Judith Gohlke

By
Print Name
Title
Date



LEASE AGREEMENT

This AGREEMENT, made this 21st day of September, 1998, by and between Gene A. Gohlke and wife, Judith C. Gohlke, 1401 Broadway St., Denton, Texas 76201-2713 hereinafter called **LESSOR**, and Southwestern Bell Wireless Inc. ("SWBW"), acting in its capacity as general partner of the Dallas SMSA Limited Partnership, and being a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at 15660 Dallas Parkway, Suite 1300, Dallas, Texas, 75248, hereinafter called **LESSEE**.

WHEREAS, **LESSOR** is the owner of the following described real property, together with all improvements thereon, lying and being situated in the County of Denton, State of Texas, being five tracts of land (Tracts 1, 2 and 3 situated in the Hiram Cisco Survey, Abstract 1184, Tract 4 being situated in the B.B.B. & C.R.R. Co. Survey Abstract 185, and Tract 5 situated in the A. Hill Survey, Abstract 623.). Said land being more particularly described in the Deed Trust dated December 3, 1985, recorded in Volume 1776, Page 107, Deed Records of Denton County, Texas.

Said property is further shown on Exhibit "A" attached and made a part hereof for all purposes, and a portion thereof is hereinafter referred to as the "Leased Premises". Approximate location of said Leased Premises therein is also shown on Exhibit "A" and is a 45' by 20' portion of the above described real property.

WHEREAS, **LESSEE** desires to lease said Leased Premises for the purpose of construction, operation, and maintenance of a radio transmission facility.

NOW THEREFORE, in consideration of the terms, conditions and rentals hereinafter set forth, **LESSOR** and **LESSEE** agree to the following:

1. The **LESSOR** hereby leases to **LESSEE** the aforescribed Leased Premises along with the right of way for ingress and egress as more particularly shown on Exhibit "A". **LESSOR** shall grant any and all easements as may be required by the appropriate electric and telephone companies for the purpose of servicing **LESSEE'S** equipment. In addition, **LESSOR** hereby grants to **LESSEE** the right to use additional property contiguous to the Leased Premises during construction of the radio transmission facility. Said additional construction easement to be restored as near as reasonably possible to its condition prior to construction by **LESSEE**. **LESSEE** shall not use or permit the property to be used for any purpose other than a radio transmission facility without written consent of **LESSOR**, said consent not to be unreasonably withheld.
2. **LESSOR** agrees that **LESSEE** shall have free access to the Leased Premises for the purpose of constructing, installing, operating and maintaining the radio transmission facility, and during the continuation of this Lease, and any renewals thereof, ingress and egress is hereby granted to **LESSEE** twenty-four (24) hours a day, three hundred sixty five (365) days per year. It is agreed.

however, that only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of **LESSEE**, agents of **LESSOR**, FCC Inspectors, or persons under their direct supervision, will be permitted to enter the Leased Premises.

3. **LESSOR** hereby grants to **LESSEE** the right to survey the Leased Premises. Said survey, if made, shall become Exhibit "B" to this Agreement and shall supersede Exhibit "A".

4. The term of this Agreement shall be twenty (20) years beginning on the date a Building Permit is issued **LESSEE** by the City of Denton, Texas. Rent shall be paid in equal monthly installments in advance, to **LESSOR** at its address in Denton County, Texas, or to such other person, firm or place as the **LESSOR** may from time to time so designate in writing at least thirty (30) days in advance of any rental payment date.

The first five (5) year period of this Lease shall have an annual rate of \$ 6,000.00 to be paid in equal monthly installments as aforesaid.

The second five (5) year period of this Lease shall have an annual rate of \$ 6,900.00 to be paid in equal monthly installments as aforesaid.

The third five (5) year period of this Lease shall have an annual rate of \$ 7,935.00 to be paid in equal monthly installments as aforesaid.

The fourth five (5) year period of this Lease shall have an annual rate of \$ 9,125.00 to be paid in equal monthly installments as aforesaid.

5. If, at the end of twenty (20) years this Agreement has not been terminated by either party giving to the other written notice of an intention to so terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions, including rental payments, for a further term of one (1) year, and so on from year to year until terminated by either party giving to the other written notice of an intention to so terminate at least six (6) months prior to the end of such term.

Provided **LESSEE** is not in default hereunder, and shall have paid all rents and sums due and payable to **LESSOR** by **LESSEE**, **LESSEE** shall have the right to terminate this Agreement at any time upon one (1) year's prior written notice from **LESSEE** to **LESSOR**, without penalty or further obligation hereunder.

6. It is understood and agreed by the parties that **LESSEE'S** ability to use the Leased Premises is contingent upon its obtaining, either before or after the effective date of this Lease Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities as well as satisfactory soil boring tests and/or Environmental Studies which will permit **LESSEE** use of the Leased Premises as set forth above. **LESSEE** agrees to use best efforts to

obtain all of the necessary certificates, permits and approvals which shall be obtained at **LESSEE'S** sole expense.

LESSOR will cooperate with **LESSEE**, at **LESSEE'S** sole cost and expense, in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by **LESSEE**. In the event any such applications should be finally rejected or **LESSEE**, in its reasonable discretion, believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected in the opinion of **LESSEE** or any certificate, permit, license or approval issued to **LESSEE** is canceled, expires or lapses or is otherwise withdrawn or terminated by governmental authority or soil boring tests and/or Environmental Studies are found to be unsatisfactory so that **LESSEE**, in its sole discretion will be unable to use the Leased Premises for the purposes set forth herein, **LESSEE** shall have the right to terminate this Lease. Prior written notification to **LESSOR** of **LESSEE'S** intent to exercise its right to terminate this Lease shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice by **LESSOR** as evidenced by the return receipt. All rentals paid to such termination date shall be retained by the **LESSOR**. Upon such termination, this Lease shall become null and void, and the Parties shall have no further obligations, including the payment of monies, to each other except as otherwise provided herein.

7. If all or part of the Leased Premises, or if all or any part of the **LESSOR'S** land underlying the radio transmission facility or roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if any said taking in the sole opinion of **LESSEE** renders the Leased Premises unusable for its intended purposes, then at **LESSEE'S** option this Agreement may be declared null and void and no further force and effect and there shall be no further payment of rents except that which may have been due and payable at the time of said taking. In the event of a partial taking and **LESSEE** in its sole discretion wishes to maintain its operations on the lands of the undersigned, **LESSOR** shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action.

8. **LESSEE** shall indemnify **LESSOR** and hold **LESSOR** harmless against any claim of liability or loss from personal injury or property damage, which may arise out of **LESSEE'S** negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributable in whole or in part to the acts or omissions of the **LESSOR**, or its agents, servants or contractors. In the event of **LESSOR'S** negligence or willful misconduct, **LESSOR** shall so indemnify **LESSEE**.

LESSOR represents and warrants to **LESSEE** that **LESSOR**: (i) is not presently engaged in, (ii) does not presently have actual knowledge of, (iii) has not at any time in the past engaged in, and (iv) has no actual knowledge that any third person or entity has engaged in or permitted any operations or activities upon, or any use or occupancy of, the Leased Premises, on any portion thereof, for the purpose of, or in any way involving the handling, manufacturing, treatment, storage, use, transportation, spillage, leakage, dumping, discharge, or disposal (whether legal or illegal), accidental or intentional, of any hazardous substances or any wastes regulated under any

local, state or federal law. Prior to and after the term of this Lease, **LESSOR** indemnifies and holds **LESSEE** harmless from any and all claims of liability under any Environmental Regulations, except for claims arising in whole or in part, out of **LESSEE'S** use or occupancy of the Leased Premises.

LESSEE represents, warrants, and covenants to **LESSOR** that **LESSEE** shall at no time during the term of the Lease Agreement use or permit the Leased Premises to be used in violation of any Environmental Regulations. **LESSEE** shall indemnify and hold **LESSOR** harmless from any and all claims of liability under any Environmental Regulations arising out of **LESSEE'S** use or occupancy of the Leased Premises.

For purposes of these provisions, the term "Environmental Regulations" shall mean any law, statute, regulation, order or rule now or hereafter promulgated by any Governmental Authority, whether local, state or federal, relating to air pollution, water pollution, noise control and/or transporting, storing, handling, discharge, disposal or recovery of on-site or off-site hazardous substances or materials, as same may be amended from time to time, including without limitation the following: (i) the Clean Air Act (42 U.S.C. §§ 7401 et seq.); (ii) Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445); (iii) the Clean Water Act (33 U.S.C. §§ 1251 et seq.); (iv) RCRA, as amended by the Hazardous and Solid Waste Amendments of 1984 (42 U.S.C. §§ 6901 et seq.); (v) CERCLA, as amended by the Superfund Amendments and Reauthorization Act of 1986 (42 U.S.C. §§ 9601 et seq.); (vi) TSCA; (vii) the Federal Insecticide, Fungicide and Rodenticide Act as amended (7 U.S.C. §§ 135 et seq.); (viii) the Safe Drinking Water Act (42 U.S.C. §§ 300 (f) et seq.); (ix) OSHA; (x) the Hazardous Liquid Pipeline Safety Act (49 U.S.C. §§ 2001 et seq.); (xi) the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.); (xii) the Noise Control Act of 1972 (42 U.S.C. §§ 4901 et seq.); (xiii) EPCRA; (xiv) National Environmental Policy Act (42 U.S.C. §§ 4321-4347).

LESSEE will carry during the term of this Lease the following liability insurance with customary coverage and exclusions:

Bodily Injury	\$1,000,000.00 for injury to any one person and \$2,000,000.00 for all injuries sustained by more than one person in any one occurrence.
Property Damage	\$100,000.00 for damage as a result of any one accident.

LESSEE agrees to furnish **LESSOR** with certificates of insurance certifying that **LESSEE** has in force and effect the above specified insurance and naming **LESSOR** as an additional insured.

9. Prior to the Commencement Date of this Lease, **LESSEE** shall have full access to the Leased Premises with prior notice to **LESSOR** for the purposes of undertaking any necessary tests, studies and inspections relating to **LESSEE'S** proposed use of the Leased Premises and at such times **LESSOR** and **LESSEE** mutually agree. In the event **LESSEE** is unable to utilize the

Leased Premises for the purpose stated herein, and terminates this Lease pursuant to Paragraphs 6 or 7 hereinabove, **LESSEE** agrees that it shall restore the Leased Premises and such other portions of the Parcel that have been damaged, modified or altered by or on behalf of **LESSEE** as nearly as possible to their original condition.

10. LESSEE shall have a separate power meter installed for its electric service and **LESSEE** shall pay all costs related to said electric service.

11. LESSOR shall be responsible for payment of all ad valorem taxes levied upon the lands of **LESSOR**. **LESSEE** shall be responsible for all taxes levied upon the leasehold improvements (including equipment building and tower) on the Leased Premises.

12. LESSEE, upon termination of this Agreement, shall, within a reasonable period, remove its building, tower and personal property and restore the ground surface of the property as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

13. LESSOR may sell, assign or transfer this Lease Agreement at any time. Any sale, assignment, or transfer by **LESSOR** of all or part of the Leased Premises to a purchaser, assignee, or transferee, other than **LESSEE**, shall be under and subject to this Lease Agreement and **LESSEE'S** rights hereunder.

14. LESSOR covenants that **LESSEE**, on paying the rent and performing the covenants by it herein made, shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

15. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Texas. Any litigation concerning this Lease shall be conducted in Denton County, Texas, and the parties hereby agree to the venue and personal jurisdiction of these courts.

16. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

LESSEE: Southwestern Bell Wireless Inc. Site #4075
 P.O. Box 797246
 Dallas, Texas 75379
 (972) 774-4691
 (972) 774-4704 (telecopy)

AND with a copy to:

Southwestern Bell Wireless Inc.
Attention: Legal Department, Site #4075
15660 Dallas Parkway, Suite 1300
Dallas, Texas 75248

LESSOR: Gene A. Gohlke and Judith C. Gohlke
1401 Broadway St.
Denton, TX 76201-2713

17. This Agreement may be sold, assigned, or transferred by **LESSEE** at any time without the consent of the **LESSOR**, to a subsidiary, partner or affiliate of the **LESSEE**, or to a successor to the primary business offered by **LESSEE**. Any other assignment shall require written approval of **LESSOR**, such consent not to be unreasonably withheld.

18. **LESSEE** at its sole discretion shall have the right to sublease to others whose primary business is the provision of radio transmission and/or communications service.

19. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

20. At **LESSOR'S** option, this Agreement shall be subordinate to any mortgage by **LESSOR** which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of **LESSOR'S** interest and also **LESSEE'S** right to remain in occupancy of and have access to the Leased Premises as long as **LESSEE** is not in default of this Agreement. **LESSEE** shall execute whatever instruments may reasonably be required to evidence this subordinate clause. In the event the leased property is encumbered by a mortgage, **LESSOR** immediately after this Lease Agreement is exercised, will obtain and furnish to **LESSEE**, a non-disturbance instrument for each such mortgage in recordable form.

21. For the purpose of providing constructive notice hereof, **LESSOR** and **LESSEE** hereby agree to execute a Memorandum of Lease Agreement, in recordable form and **LESSEE** shall have the same recorded in the land records of the aforesaid county and state.

22. **LESSOR** covenants that **LESSOR** is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. **LESSOR** further covenants that there are no other liens, judgments or impediments of title on the property.

23. During the term of the Agreement, **LESSEE** shall make the lease payment as agreed on in Paragraph 4 of this Agreement. If the **LESSEE** fails to make the lease payment on or before the

due date, the **LESSOR** must notify the **LESSEE** in writing by United States postage prepaid Certified Mail Return Receipt Requested, or by Express Mail. The **LESSEE** shall have ten (10) business days from the receipt of the notification to cure the default.

24. The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Lease and in any document incorporated by reference. This Lease includes the entire agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

25. **LESSEE** represents that it is a Delaware Limited Partnership in good standing in the State of Delaware and qualified to do business as a foreign limited partnership in the State of Texas and that Southwestern Bell Wireless Inc. is the sole General Partner of **LESSEE**, responsible for the operation and control of all of the business of the **LESSEE**.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the days and year just below written.

LESSOR: GENE A. GOHLKE

By: 

Gene A. Gohlke

Date: 9-8-98

LESSOR: JUDITH C. GOHLKE

By: 

Judith C. Gohlke

Date: 9-8-98

LESSEE: DALLAS SMSA LIMITED PARTNERSHIP
By Its General Partner
SOUTHWESTERN BELL WIRELESS INC.

By: 

Lowell D. Whitlock

Vice President, General Manager

Date: 9/21/98

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Denton

BEFORE ME, the undersigned authority, on this day personally appeared

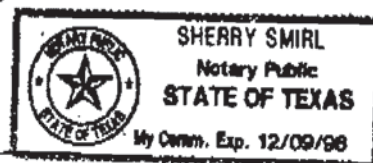
Bene A. Gohlke known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th

day of September A.D., 1998.

Sherry Smirl
Notary Public in and for the State of Texas

December 9, 1998
Commission Expires



ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Denton

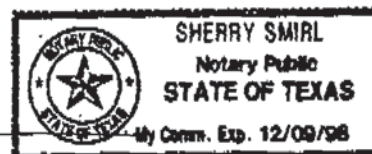
BEFORE ME, the undersigned authority, on this day personally appeared

Judith C. Hollen known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 8th
day of September, A.D., 1998.

Sherry Smirl
Notary Public in and for the State of Texas

December 9, 1998
Commission Expires



ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared Lowell D. Whitlock, Vice President and General Manager, Southwestern Bell Wireless Inc., a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Southwestern Bell Wireless Inc., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 21st
day of September, A.D. 1998.

Karen Sayles

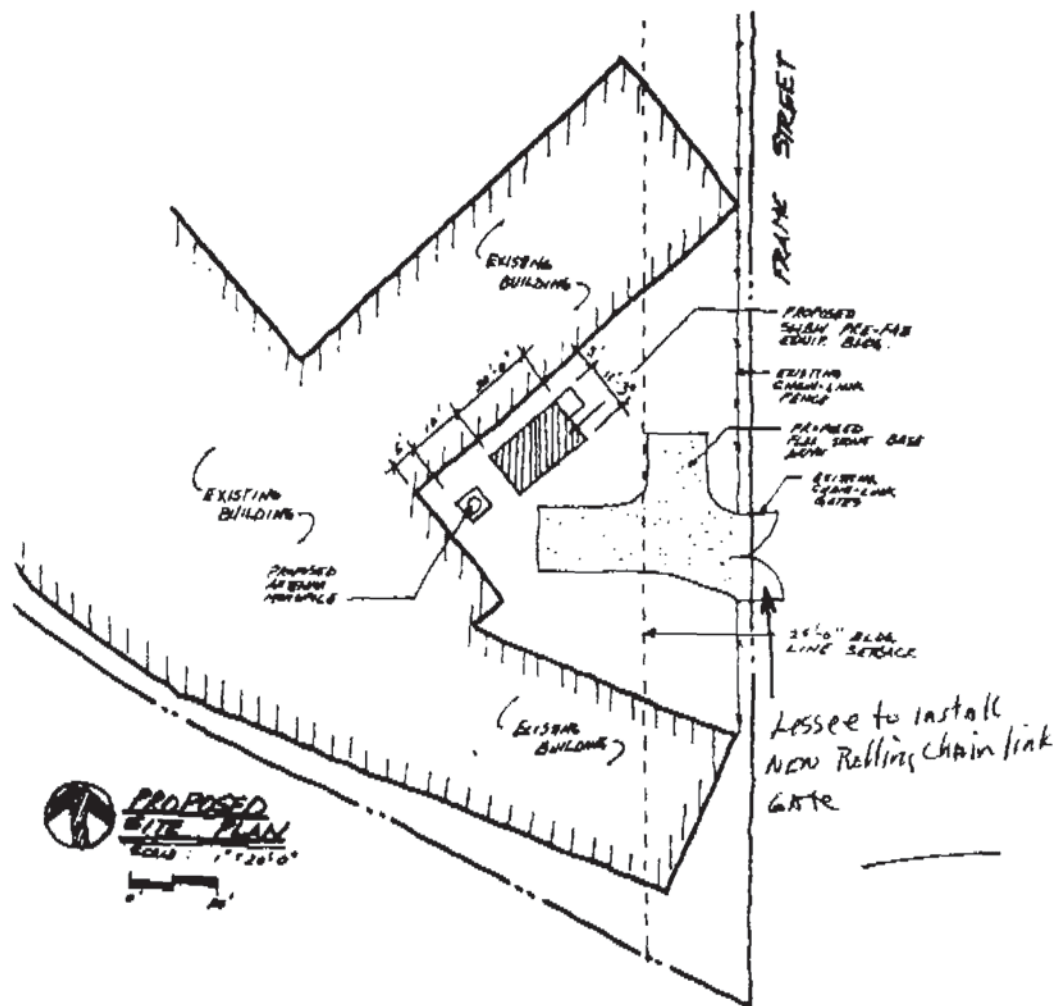
Notary Public in and for the State of Texas

My Commission Expires 10-22-98



EXHIBIT "A"

Attached to and made a part of that certain Lease Agreement dated Sept 21, 1998, 1998, by and between Gene A. Gohlke and wife Judith C. Gohlke Lessor, and Dallas SMSA Limited Partnership, Lessee.



CELL SITE NAME: Search 2

EXHIBIT "A"

CENTER NUMBER: #4075

Page / of /

Note: Owner and SWBW may, at SWBW's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

DALLAS SMSA LIMITED PARTNERSHIP

EXHIBIT D

The Second Amendment attached hereto

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **612 E McKinney LLC**, a limited liability company, ("**Landlord**") and **SBC Tower Holdings LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated September 21, 1998 (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 and easements for guy wires and guy anchors, 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, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC ("**American Tower**"), whereby American Tower subleases the Leased Premises from Tenant; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof 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 **Twenty Five Thousand and No/100 Dollars (\$25,000.00)**, 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 July 15, 2018; (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; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 9, 1998 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on November 8, 2038. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has

diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original 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 first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand Two Hundred and 00/100 Dollars (\$1,200.00)** per month (the "**Rent**"). Commencing on November 9, 2023 and on the beginning of each Renewal Term thereafter, Rent due under the Lease shall increase by an amount equal to **fifteen percent (15%)** of the then current Rent. In the event of any overpayment of Rent 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 **612 E McKinney LLC**. 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 of no further force and effect.
4. **Option to Expand Leased Premises.** Landlord hereby grants to Tenant an irrevocable option to expand the Leased Premises to include an additional one hundred fifty (150) square feet contiguous to the Leased Premises, in a shape and location to be designated by Tenant by written notice to Landlord (the "Option Area"). Said option may be exercised by Tenant, 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 survey. 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. In the event Tenant elects to cause a boundary, as-built or similar survey of all (or any portion of) the Option Area (the "Survey") to be prepared by a surveyor duly licensed under the laws of the state in which the Option Area is located, Landlord agrees to execute an amendment to the Lease to reflect the addition of the Option Area to the Leased Premises, in a form which is recordable in the county in which the Leased Premises is located and uses the description provided on said Survey. Until such time as Tenant exercises the option to expand described herein, if ever, Landlord hereby agrees to give Tenant no less than thirty (30) 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 thirty (30) day period, Tenant may elect to designate the Option Area by written notice to Landlord, in which case such Option Area would no longer be available for Landlord to lease to a third party.
5. **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. 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, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be

considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent 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. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord'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, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use 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. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, 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 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 or to American Tower. 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. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not

apply to future transactions with American Tower, its affiliates and subsidiaries.

8. **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 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; and (vi) 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 aforementioned indemnification shall survive the execution and delivery of this Amendment.
9. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant or American Tower in connection therewith shall be and remain confidential. 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.
10. **Notices.** 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: 4880 Long Prairie Rd, Suite 200, Flower Mound, TX 75028; to Tenant at: c/o AT&T Network Real Estate Administration, RE: FA No. 10004560, Suite 13-F West Tower, 575 Morosgo Drive, Atlanta, GA 30324; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: FA No. 10004560, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also 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.
11. **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

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.

12. **Governing Law.** Notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment 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.
13. **Waiver.** 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.
14. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in this Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower'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 and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
15. **Taxes.** The Parties hereby agree that all of the terms, provisions, and agreements contained in Section 11 of the Lease Agreement dated September 21, 1998, are hereby deleted in their entirety and the following are inserted in lieu thereof:

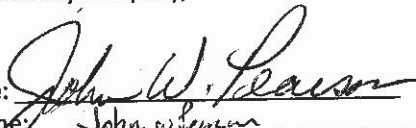
During the term of the Lease, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. 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 within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing

authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, 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) and 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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD:

612 E McKinney LLC
a limited liability company,

Signature: 
Print Name: John W. Pearson
Title: member / manager
Date: 6/14/18

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT:

SBC Tower Holdings LLC
a Delaware limited liability company

Signature: 

Print Name: **Gram Meadors**

Title: **AVP Sourcing Operations**

Date: 10/2/18

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:

BEING all that certain lot, tract, or parcel of land situated in the H. Sisco Survey Abstract Number 1184 in the City of Denton, Denton County, Texas, being all that certain tract of land conveyed by deed from Gary W. Spitzer and Jack T. Brown to Gene A. Gohlke and wife, Judith C. Gohlke recorded in Volume 1776, Page 84, Real Property Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at an iron rod found for corner in the south line of East McKinney Street, a public roadway having a right-of-way of 70.0 feet, said point being the northeast corner of that certain tract of land conveyed by deed from JWKW Real Estate, Inc. to Rodolfo Samano and Graciela Samano recorded under Document Number 2016-22991, Real Property Records, Denton County, Texas;

THENCE S 87° 58' 37" E, 125.53 feet with said south line of said East McKinney Street to an iron rod marked 4857 found for corner in the west line of Frame Street, a public roadway having a variable width right-of-way;

THENCE S 00° 18' 10" E, 344.55 feet with said west line of said Frame Street to a mag nail found for corner in the north line of that certain tract of land conveyed by deed from Moore Business Forms, Inc. to the City of Denton recorded in Volume 2902, Page 950, Real Property Records, Denton County, Texas;

THENCE along the arc of a curve to the right having a central angle of 32° 07' 52", a radius of 458.37 feet, an arc length of 257.05 feet, whose chord bears N 62° 15' 08" W, 253.70 feet with said north line of said City of Denton tract to an iron rod found for corner in the east line of Railroad Avenue, a public roadway having a right-of-way of 50.0 feet;

THENCE N 00° 19' 07" W, 84.65 feet with said east line of said Railroad Avenue to an iron rod marked 4857 found for corner, said point being the southwest corner of said Samano tract and the southwest corner of Lot 1, Block 1 of Car Wash Equipment Addition, an addition to the City of Denton, Denton County, Texas, according to the plat thereof recorded in Cabinet E, Page 374, Plat Records, Denton County, Texas;

THENCE S 88° 02' 28" E, 98.27 feet with the south line of said Samano tract and with the south line of said Car wash Equipment Addition to an iron rod marked 4857 found for corner at the southeast corner of said Samano tract and said Car Wash Equipment Addition;

THENCE N 00° 11' 28" W, 149.57 feet with the east line of said Samano tract and with the east line of said Car Wash Equipment Addition to the PLACE OF BEGINNING and containing 1.220 acres of land.

And being known as Denton County, Texas parcel: R32792.

EXHIBIT A (cont.)

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.

All that certain tract or parcel of land lying and being situated in the Hiram Sisco Survey, Abstract No. 1184, Denton County, Texas, being part of First Tract described in a deed from Gary W. Spitzer and Jack T. Brown to Gene A. Gohlke and wife, Judith C. Gohlke, recorded in Volume 1776, Page 84, Real Property Records, Denton County, Texas, and being more particularly described as follows: COMMENCING at the Southeast corner of said First Tract, and the Northeast corner of the Third Tract described in said deed Volume 1776, Page 84, Real Property Records, Denton County, Texas, and also being in the West line of Frame Street (40 foot R.O.W.); Thence North, for a distance of 58.45 feet; Thence West, for a distance of 31.07 feet to the POINT OF BEGINNING; Thence S.46°27'17"W., for a distance of 45.00 feet; Thence N.43°54'11"W., for a distance of 18.00 feet; Thence N.46°27'17"E., for a distance of 45.00 feet; Thence S.43°54'11"E., for a distance of 18.00 feet to the POINT OF BEGINNING.

Containing 810 square feet or 0.019 acres, more or less.

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

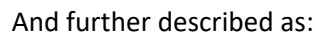
All that certain tract or parcel of land lying and being situated in the Hiram Sisco Survey, Abstract No. 1184, Denton County, Texas, being part of First Tract described in a deed from Gary W. Spitzer and Jack T. Brown to Gene A. Gohlke and wife, Judith C. Gohlke, recorded in Volume 1776, Page 84, Real Property Records, Denton County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of said First Tract, and the Northeast corner of the Third Tract described in said deed Volume 1776, Page 84, Real Property Records, Denton County, Texas, and also being in the West line of Frame Street (40 foot R.O.W.); Thence North, for a distance of 17.01 feet to the POINT OF BEGINNING; Thence N.59°34'16"W., for a distance of 53.53 feet; Thence N.46°27'17"E., for a distance of 20.81 feet; Thence S.59°34'16"E., for a distance of 36.03 feet; Thence South, for a distance of 23.19 feet to the POINT OF BEGINNING.

Containing 896 square feet or 0.021 acres, more or less.

DESCRIPTION, DESIGNATION AND/OR DEPICTION OF THE OPTION AREA

The area depicted and highlighted in yellow below:



To find the point of beginning, COMMENCE at a 5/8-inch capped rebar stamped "TNP" located at the northwest corner of a 0.083 acre right-of-way dedication as shown on said "City Hall East Addition" plat, said rebar having a Texas Grid North, NAD 83, North Central Zone Value of N: 7128147.4094 E: 2388826.7549; thence running with the west line of said 0.083 acre right-of-way dedication, South 00°09'10" East, 25.87 feet to a point; thence with the north line of said Lot 1, South 88°12'37" East, 117.02

ATC Site No: 309566
Site Name: Mckinney-Frame St.
Project Number: 13670866 (KD)

EXHIBIT E (continued)

Option Area (continued):

feet to a point; thence with the east line of said Lot 1 and the westerly right-of-way line of Frame Street, South 00°17'56" East, 23.32 feet to a point; thence, South 09°23'21" East, 53.80 feet to a point; thence, South 00°17'56" East, 148.14 feet to a point; thence, South 00°17'56" East, 23.36 feet to a point; thence leaving said right-of-way line and running, North 59°11'27" West, 52.28 feet to a point; thence, South 46°50'38" West, 24.19 feet to a point; thence, North 43°30'50" West, 18.00 feet to a point; thence, North 46°50'38" East, 45.00 feet to a point; thence, South 43°30'50" East, 8.00 feet to a point and the true POINT OF BEGINNING;

Thence, North 46°29'10" East, 15.00 feet to a point; Thence, South 43°30'50" East, 10.00 feet to a point; Thence, South 46°29'10" West, 15.00 feet to a 1/2-inch rebar found having a Texas Grid North, NAD 83, North Central Zone Value of N: 7127911.0013 E: 2388923.8600; Thence, North 43°30'50" West, 10.00 feet to a point and the POINT OF BEGINNING.

Bearings based on Texas Grid North, NAD 83, North Central Zone. Said tract contains 0.0034 acres (150 square feet), more or less, as shown in a survey prepared for American Tower Corporation by POINT TO POINT LAND SURVEYORS, INC. dated July 6, 2021.

[END OF EXHIBIT E]