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DK P BK 154 PG 558  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

This Instrument Prepared by:  
Matthew W. Barnes, Esq.  
Burr & Forman, LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203  
NA

Index: Ptn Sec 27,  
T1S, R7W

Cross Reference to:  
Book 105, Page 708  
Book 109, Page 331  
DeSoto County, MS Records

**AFTER RECORDING RETURN TO:**

UPF WASHINGTON INC  
12410 E MIRABEAU PKWY #100  
SPOKANE VALLEY WA 99216  
REF # 317933 509-327-9634

STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

**AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO  
LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO  
LEASE AGREEMENT ("Memorandum")** is made and entered into on this 24 day of August, 2012, by and between **BROADWAY BAPTIST CHURCH**, a Mississippi non-profit corporation ("**Lessor**") (having a mailing address of 7400 Getwell Road, Southaven, MS 38672) and **CROWN CASTLE MU LLC**, a Delaware limited liability company, formerly known as Mountain Union Telecom, LLC prior to a State of Delaware name change dated July 13, 2006 (having a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, PA 15317, Tel. No. (724) 416-2339) ("**Lessee**").

**WITNESSETH:**

**WHEREAS**, Chasetel Real Estate Holding Company, Inc., a Tennessee corporation ("**Chasetel**"), as lessee, entered into a Site Lease Agreement dated December 11, 2000 (the "**Original Agreement**") with Lessor, a memorandum of which was filed for record on November 15, 2004 in Book 105, Page 708 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**MOL**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit "A"** attached hereto (the "**Premises**");

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**WHEREAS**, the Original Agreement was amended on June 23, 2003 (the “**First Amendment**,” and together with the Original Agreement, the “**Agreement**”);

**WHEREAS**, pursuant to that certain Assignment and Assumption of Site Lease Agreement dated June 30, 2005, and recorded in Book 109, Page 331 in the Office of the Chancery Clerk of DeSoto County, Mississippi, Chasetel assigned all its right, title and interest in and to the Agreement to Lessee, which assumed all of Chasetel’s rights, duties and obligations with respect thereto; and

**WHEREAS**, the Agreement has an original term (including all extension terms) that will terminate on December 31, 2025 (the “**Original Term**”); and

**WHEREAS**, effective as of the date of this Memorandum, Lessor and Lessee have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

**NOW, THEREFORE**, Lessor and Lessee hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that Second Amendment to Lease Agreement dated as of the date hereof:

**MEMORANDUM OF SECOND AMENDMENT TO  
SITE LEASE AGREEMENT**

Lessor:	Broadway Baptist Church, Mississippi non-profit corporation, with a mailing address of 7400 Getwell Road, Southaven, MS 38672.
Lessee:	Crown Castle MU LLC, a Delaware limited liability company, with its principal office at 2000 Corporate Drive, Canonsburg, PA 15317.
Premises:	The real property leased by Lessor to Lessee, together with an easement for ingress, egress and utilities, is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.
Initial Lease Term:	For a term of five (5) years, beginning on January 1, 2001.
Expiration Date:	The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on December 31, 2015.
Right to Extend or Renew:	Lessee has the right to extend/renew the Agreement as follows: ten (10) options to extend the Agreement for a period of five (5) years each on the

terms and conditions set forth in the Agreement, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Agreement will occur on December 31, 2055.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that Second Amendment to Site Lease Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Agreement, as amended by that Second Amendment to Site Lease Agreement of even date herewith, as of the date hereof and acknowledge that there are no defaults under the Agreement or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of Second Amendment to Site Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

**[Signatures appear on the following pages.]**

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Second Amendment to Site Lease Agreement effective as of the day and year first written above.

**LESSOR:**

**BROADWAY BAPTIST CHURCH,**  
a Mississippi non-profit corporation

By: *Phil Cox*  
Name: *Phil Cox*  
Its: *Deacon Chairman*

STATE OF Mississippi  
DeSoto COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19 day of August, 2012, within my jurisdiction, the within named Phil Cox, who acknowledged that he/she is Deacon Chairman of **BROADWAY BAPTIST CHURCH**, a Mississippi non-profit corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing Agreement and Memorandum of Second Amendment to Site Lease Agreement, after first having been duly authorized by said corporation to do so.

Given under my hand and seal on the day and year last written above.

*Lisa M. Newman*  
Notary Public  
My Commission Expires: 1-28-13

[NOTARIAL SEAL]



**LESSEE:**

**CROWN CASTLE MU LLC,**  
a Delaware limited liability company

By: [Signature]  
Name: R.Christopher Mooney  
Its: Vice President

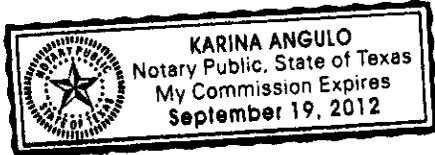
STATE OF Texas  
COUNTY OF Harris

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24 day of August, 2012 within my jurisdiction, the within named R.Christopher Mooney, who acknowledged that he/~~she~~ is Vice President of **CROWN CASTLE MU LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing Agreement and Memorandum of Second Amendment to Site Lease Agreement, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

[Signature]  
Notary Public  
My Commission Expires: 9-19-2012

[NOTARIAL SEAL]



## EXHIBIT "A"

A 50' x 50' portion of the following described real property together with easements for ingress, egress and utilities thereto (all as generally shown on the following page):

81.45 acre tract of land being known as the Southern Baptist Educational Center being located in Section 27, Township 1 South, Range 7 West DeSoto County, Mississippi more particularly described as follows:

BEGINNING at a point at the southwest corner of Section 27, Township 1 South Range 7 West, said point being also the present intersections of the centerline of Getwell Road and Goodman Road; Thence North 01 degrees 37 minutes 15 seconds West 1597.47 feet with the westerly line of said section and along the centerline of Getwell Road to a point; thence North 88 degrees 22 minutes 45 seconds East 53.00 feet to the True Point of Beginning for the herein described tract; thence North 01 degree 37 minutes 15 seconds West 1338.48 feet with the easterly line of Getwell Road to a point; thence southeastwardly along the approximate centerline of Nolehos Creek the following courses; South 84 degrees 56 minutes 30 seconds East 289.88 feet; South 68 degrees 57 minutes 51 seconds East 418.75 feet; South 60 degrees 18 minutes 55 seconds East 179.77 feet; South 68 degrees 52 minutes 19 seconds East 209.24 feet; South 58 degrees 55 minutes 46 seconds East 232.79 feet; South 43 degrees 31 minutes 25 seconds East 142.71 feet; South 78 degrees 24 minutes 43 seconds East 179.47 feet; South 50 degrees 20 minutes 42 seconds East 151.06 feet; thence continue South 44 degrees 22 minutes 08 seconds East 1528.25 feet along the centerline of said creek to a point; thence South 88 degrees 14 minutes 40 seconds West 1858.40 feet to a point; thence North 01 degrees 36 minutes 54 seconds West 528.13 feet to a point; thence South 88 degrees 14 minutes 40 seconds West 772.25 feet to the point of beginning containing 81.45 acres of land being subject to all codes, covenants and revisions, easements and right-of-ways of record.

