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FOR REGISTRATION REGISTER OF DEEDS  
TAMMY THEUSCH BEASLEY  
NEW HANOVER COUNTY, NC  
2013 DEC 23 11 11 08 AM  
BK 5789 PG 2655-2662 FEE \$26 00

INSTRUMENT # 2013043967

**DOCUMENT: FIRST AMENDMENT TO LEASE**

**PLEASE RETURN TO:**

**MELDONNA BRITT, PRESIDENT**

**MELDONNA BRITT PROPERTIES, INC.**

**4031 HIGHWAY 200 SOUTH**

**STANFIELD, NC 28163**

**TELEPHONE: 704-888-5840**

**E-MAIL: mb@mbpbrokers.com**

**TOTAL PAGES ENCLOSED: 7**

**CHECK ENCLOSED: \$26.00**

**RETURN ENVELOPE ENCLOSED**

STATE OF NORTH CAROLINA)  
COUNTY OF NEW HANOVER )

FIRST AMENDMENT TO LEASE

This First Amendment To Lease (the "Amendment") is entered into as of October 9, 2013, by and between Wrightsboro Volunteer Fire Department, Inc. ("Lessor") and BellSouth Telecommunications, LLC, d/b/a AT&T North Carolina having an address at 675 West Peachtree Street, Atlanta, Georgia 30375 ("Lessee").

WITNESSETH:

WHEREAS, Lessor and Lessee's predecessor-in-interest entered into a Lease dated December 30, 1983, covering premises located in the City of Wilmington, County of New Hanover, State of North Carolina;

WHEREAS, the term of the Lease expires December 31, 2013, and Lessor and Lessee desire to extend the term of the Lease for a ten (10) year period that will expire on December 31, 2023, and covering approximately 3,600 square feet of land area as more particularly described as follows:

"Beginning at a concrete monument in the Southern right of way line of Kerr Avenue (S.R #1322) that is located South 88 degrees 07 minutes 07 seconds East, as measured along said right of way line, from the point of intersection of said right of way line with the eastern line of U. S #117. Said point of beginning being the northeast corner of the tract described in Book 861 at Page 139 and the northwest corner of the tract described in Book 806 at Page 556 of the New Hanover County Registry. Running thence from said point of beginning with the southern line of Kerr Avenue, South 88 degrees 07 minutes East - 15.03' to a concrete monument; then South 01 degree 43 minutes East - 90.60' to a concrete monument; thence North 88 degrees 17 minutes East - 45.0 feet to a concrete monument; thence South 01 degree 43 minutes East - 60.0' to a concrete monument, thence North 01 degree 43 minutes West - 151.54' to the point of beginning."

WHEREAS, Lessor and Lessee wish to modify certain other terms of the Lease as hereinafter set forth.

NOW, THEREFORE, in consideration of the terms, covenants, conditions and agreements contained herein, the parties hereto contract and agree as follows:

1. All capitalized terms contained in this Amendment and not otherwise defined herein shall, for the purposes hereof, have the same meaning as ascribed to them in the Lease.

2. Effective January 1, 2014, the rental payable by Lessee pursuant to the Lease, shall be as shown below. Payments are to be made annually and are due by the 10<sup>th</sup> day of January of the year of payment.

<u>Year(s) of Additional Term</u>	<u>Annual Rent</u>
January 1, 2014– December 31, 2018	\$3,200.00
January 1, 2019 – December 31, 2023	\$3,300.00

3. Lessor hereby grants to Lessee an option to renew this Lease for an additional term of ten (10) years ("Renewal Term"), which Renewal Term shall commence upon the expiration of the Additional Term. Such option shall only be exercised by Lessee mailing to Lessor, at Lessor's Notice Address set forth in Paragraph 4 contained herein, by United States mail, postage prepaid, certified or registered, return receipt requested, notice of the exercise of such option, not later than six (6) months prior to the expiration of the Additional Term. No exercise of the option herein granted shall be effective if any default under or breach of the Lease beyond notice and cure periods (a) exists either at the time of exercise or on the expiration of the term during which it was exercised, or (b) occurs after the exercise and before the commencement of the Renewal Term. Lessee shall have the right to cancel said Agreement any time by giving Six (6) months' written notice to Lessor.

In the event that such option is effectively exercised, all terms and conditions of the Lease shall be applicable to such Renewal Term except as explicitly set forth herein otherwise and except that the rental during the Renewal Term shall equal the following:

<u>Dollars Per Annum</u>	<u>Years of Renewal Term</u>
\$3,400.00	Years 1 – 5
\$3,500.00	Years 6 - 10

4. Notwithstanding anything to the contrary in the Lease, all notices desired or required to be given pursuant to the Lease and/or this Amendment shall be given at the following address:

**If to Lessor:**  
 For Payment:  
 And Notices

Wrightsboro Volunteer Fire Department, Inc.  
 3515 North Kerr Avenue  
 Wilmington, NC 28401  
 Tel: 910-962-7274  
 Attn: Michael W. Rhodes

(See next page for additional Notices)

**If to Lessee:**

BellSouth Telecommunications, LLC  
One AT&T Way, Room 1B201  
Bedminster, NJ 07921  
Attn: Lease Administration  
Fax Number – (908) 532-1310

**With Copy to**

BellSouth Telecommunications, LLC  
Whitacre Tower  
208 S. Akard St., Room 3137  
Dallas, TX 75202  
Attn: General Attorney - Real Estate

5 Lessor and Lessee certify each to the other that (i) it is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order of the United States Treasury Department as a terrorist, “Specially Designated National or Blocked Person,” or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity, or nation. Lessee hereby agrees to defend, indemnify, and hold harmless Lessor from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) arising from or related to any breach of the foregoing certification. Lessor hereby agrees to defend, indemnify, and hold harmless Lessee from and against any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorneys' fees) arising from or related to any breach of the foregoing certification.

6 Lessee represents and warrants that it has not had any dealings with any real estate broker, finder or intermediary with respect to this Agreement, other than Meldonna Britt Properties, Inc. (“Broker”), who solely represents Lessee and whose fees shall be paid by Lessee pursuant to a separate agreement between Lessee and Broker, and Lessee shall indemnify Lessor against any and all losses, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney’s fees and related costs) with respect to any fees or other amounts claimed by Broker.

7. Lessee shall not be in default under the Lease for any non-monetary default unless and until Lessee shall receive notice of such default specifying the nature of the default, and Lessee shall not cure such failure within thirty (30) days of receipt of the notice.

8. Each party hereto represents and warrants to the other that they have the power and authority to enter into this Amendment and modify the Lease as set forth herein and neither party needs to obtain the consent of any third party with respect to the foregoing

9 Except as modified by this First Amendment, the Lease and all covenants, amendments, terms and conditions thereof shall remain in full force and effect and are hereby in all respects ratified and confirmed.

10. The covenants, amendments, terms and conditions contained in this Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in the Lease as hereby amended, their respective assigns

11. This Amendment may not be changed or terminated orally but only by an amendment in writing signed by the party against whom enforcement of any waiver, change, termination, modification or discharge is sought

12. This Amendment shall not be binding upon Lessor unless and until it is signed by Lessor and a fully executed counterpart thereof is delivered to Lessee.

13 Lessee shall have the right to record this Amendment or a memorandum thereof in the New Hanover County Public Registry.

**Signatures – Next Page**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written

LESSOR:

WITNESSES.

WRIGHTSBORO VOLUNTEER  
FIRE DEPARTMENT, INC.

By: Chief Michael W Rhodes  
(Date)

Teresa P. Hyatt  
Teresa P. Hyatt

Name: Michael W Rhodes  
(Printed)  
Title Chief



LESSEE:

WITNESSES:

BellSouth Telecommunications, LLC.  
d/b/a AT&T North Carolina

By: Linda S Edwards 10/9/13  
(Date)

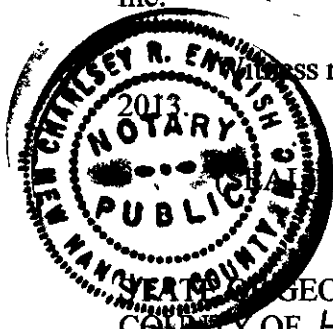
Beverly M. Adams  
Beverly M. Adams

Name Linda S. Edwards  
(Printed)  
Title Portfolio Manager

STATE OF NORTH CAROLINA  
COUNTY OF New Hanover

I, Charlsey R English, a notary public in and for said county and state do hereby certify that the following person(s) personally appeared before me this day,

Mike Rhodes  
acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein, and as authorized, for Wrightsboro Volunteer Fire Department, Inc.



Witness my hand and official stamp or seal this the 17<sup>th</sup> day of September

Charlsey R. English

Notary Public

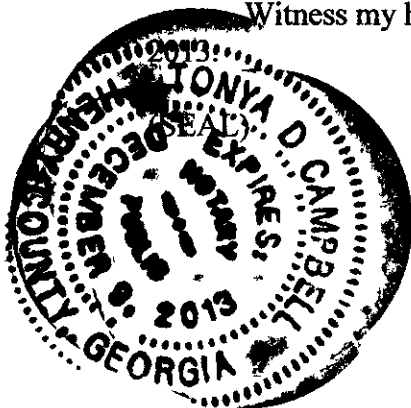
My commission expires: 4-26-2014

STATE OF GEORGIA  
COUNTY OF HENRY

I, Tonya D Campbell, a notary public in and for said county and state do hereby certify that the following person(s) personally appeared before me this day,

Linda S Edwards acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

Linda S. Edwards, authorized signatory, BELLSOUTH TELECOMMUNICATIONS, LLC, a Georgia limited liability company, its successors and assigns, formerly known as Southern Bell Telephone and Telegraph Company, d/b/a AT&T North Carolina



Witness my hand and official stamp or seal, this the 9<sup>th</sup> day of October,

Tonya D Campbell  
Notary Public

My commission expires 12/9/13



TAMMY THEUSCH BEASLEY  
REGISTER OF DEEDS, NEW HANOVER  
216 NORTH SECOND STREET

WILMINGTON, NC 28401

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Filed For Registration: 12/23/2013 11:11:08 AM

Book: RE 5789 Page: 2655-2662

Document No.: 2013043967

8 PGS \$26.00

Recorder: HUGHLEY, CAROL

State of North Carolina, County of New Hanover

PLEASE RETAIN YELLOW TRAILER PAGE WITH ORIGINAL DOCUMENT.

**\*2013043967\***

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