

Invoice 3

Your claim can be filed electronically on KCC's website at <https://epoc.kccllc.net/windstream>.

ID: 24508032

PIN: 38CW3M0c

Fill in this information to identify the case	
Debtor	<u>13692184</u>
United States Bankruptcy Court for the Southern District of New York	
Case number	<u>19-22312</u>

**Official Form 410
Proof of Claim**

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Other than a claim under 11 U.S.C. § 503(b)(9), this form should not be used to make a claim for an administrative expense arising after the commencement of the case.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed.

Part 1: Identify the Claim		NameID: 13692184	
1. Who is the current creditor?	<u>300 CONVENT LLC</u> <small>Name of the current creditor (the person or entity to be paid for this claim)</small> Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>300 CONVENT LLC</u> <u>PO BOX 207165</u> <u>DALLAS, TX 75320</u>	Where should payments to the creditor be sent? (if different) <u>Same</u>	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Country _____ Contact phone <u>210-225-4000</u> Contact email <u>Nrusse11@patrindy.com</u> Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ <small>MM / DD / YYYY</small>		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		

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page 1



1922312190522090900000154

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Part 2 Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: **0572**

7. How much is the claim? \$ **41,625.00** Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
Remaining License TERM THROUGH 3/31/23

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
BOB, LLC Rooftop License Agreement

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate: If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ **0.00**

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

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12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)? No

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/24/2019

Signature: *Nancy Russell*

Print the name of the person who is completing and signing this claim:

Name: Nancy Russell

Title: Manager

Company: 300 Convent LLC

Address: 300 Convent Suite 1080

Contact phone: (210) 225-4000 Email: nrusselle@pattinely.com

Part 3 Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 06/24/2019

Signature: *Nancy Russell*

Print the name of the person who is completing and signing this claim:

Name: Nancy Russell

Title: Manager

Company: 300 Convent LLC

Address: 300 Convent Suite 1080

Contact phone: (210) 225-4000 Email: nrusselle@pattinely.com

Official Form 410

Proof of Claim page 3



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KURTZMAN CARSON CONSULTANTS

Transaction 2 Summary

General

Lockbox Number: 207165
Lockbox Name: 300 Convent LLC
Lockbox Site: DL
Sequence Number: 1

Transaction Type: Correspondence Only
Transaction Total: \$0.00
Batch Number: 900

Invoice 1

PRF # 92779 | CaseNo.: 19-22312 | Svc: 2 | PackID: 152 | NameID: 13692184

300 CONVENT LLC
PO BOX 207165
DALLAS, TX 75320

Your claim can be filed electronically on KCC's website at <https://epoc.kecllc.net/windstream>.

Your unique login information is:

ID: 24508032

PIN: 38CW3fDc

EXHIBIT D -3

LICENSE AMEMDMENT NO. 1

300 CONVENT, LLC
c/o Crimson Services, LLC
1980 Post Oak Blvd., Suite 1600
Houston, Texas 77056

As of October 25, 2018

BOB, LLC
c/o Windstream Communications, LLC
4001 N. Rodney Parham Rd.
Little Rock, AR 72212
Attn: Corporate Real Estate

With a copy to:

Business Only Broadband, LLC
c/o Windstream Communications, LLC
4001 N. Rodney Parham Road
Little Rock, AR 72212
Attn: Legal Department

Re: License Agreement at 300 Convent (the "Building") dated as of February 1, 2018, as amended (the "License") between BOB, LLC (dba Business Only Broadband) as "Licensee" and 300 Convent, LLC as "Licensor"

Dear Property Manager:

Pursuant to the terms of the License Agreement, Licensee has the right to place certain equipment ("Antenna Facilities") on the rooftop of the Building. Licensee wishes to expand the list or number of Antenna Facilities that it is permitted to install pursuant to the License Agreement, and Licensor is willing to agree to such expansion, in accordance with the terms hereof.

Accordingly, effective as of November 1, 2018 (the "Addition Date") the definition of Antenna Facilities in the License Agreement shall be amended to include the following [insert description by type, quantity and location of new Antenna Facilities]:

<u>Description</u>	<u>Quantity</u>	<u>Location/Height or Mount</u>
2-foot diameter dish	1	West Penthouse Wall

Beginning on the Addition Date and continuing throughout the Term of the License Agreement, Licensee shall pay Licensor a License Fee for such additional Antenna Facilities in accordance with the provisions of Section 4 or Section 25, as applicable, and **Exhibit D – 2**, of the License Agreement.

The total Antenna Facilities covered by the License Agreement is now as follows [**add the new Antenna Facilities to the items specified below; be sure you are starting with the most recent count, including any prior additions**]:

<u>Description</u>	<u>Total Quantity</u>	<u>License Fee as of 11/1/2018</u>
One Foot Dish	0	
Two Foot Dish	2	\$300.00
Two and ½ Foot Dish	0	
Three Foot Dish	0	
Sector Panel Antenna	3	\$450.00
Inside Rack	1	\$150.00
Rack Utilities	1	\$25.00
	Monthly Total	\$925.00
	New Annual Total	\$11,100.00

Please countersign the enclosed copy of this letter Amendment to indicate your acceptance of the terms hereof. Thank you.

Sincerely,


300 COVENANT, LLC,
a Texas limited liability company

By: CGL RELP SA JV, LLC,
a Texas limited liability company,
its sole member

By: CGL SA, LTD.,
a Texas limited partnership,
its managing member

By: CRIMSON GROUP, LTD.,
a Texas limited partnership,
its general partner

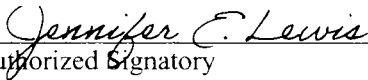
By: GATOR ENTERPRISES, INC.,
a Texas corporation,
its general partner

By:  _____

Name: C. DEAN PATRINEVLY

Title: PRESIDENT

Agreed to and Accepted:

LICENSEE:
BOB, LLC, an Illinois limited liability company
By:  _____ Authorized Signatory
Name: <u>Jennifer E. Lewis</u> (printed name)
Date Signed: October 29, 2018

ROOFTOP LICENSE AGREEMENT

THIS ROOFTOP LICENSE AGREEMENT (this "License Agreement" or "License") is entered into as of the 1st day of April, 2018 (the "Effective Date"), by and between 300 Convent, LLC, a Texas limited liability company ("Licensor"), and BOB, LLC, an Illinois limited liability company ("Licensee").

1. Premises. Subject to the following terms and conditions, Licensor grants to Licensee a non-exclusive license to use certain space on the roof of the building (the "Building") located on the real property (the "Property") described in the attached Exhibit A, said Building having a street address of 300 Convent, San Antonio, Texas 78205. The location and orientation of Licensee's space on the roof of and within the Building, including within the existing risers, are described and depicted in the attached Exhibit B (the "Premises"). Licensee may use the Premises for the transmission and reception of wireless communications signals and the installation, maintenance, operation, repair and replacement of its Antenna Facilities (as defined in Section 8 and initially identified on the attached Exhibit D - 1) and its other communication fixtures and related equipment, fiber optic cables, accessories and improvements (collectively, the "Communication Facilities"), and any other items necessary to the successful and secure operation of the Communication Facilities, all as generally described and depicted in the attached Exhibit C. Licensee's use of the Premises shall include the right to test, survey and check title on the Property. Licensor's execution of this License Agreement will signify Licensor's approval of the Communication Facilities in Exhibit C.

2. Term. The initial term will be five (5) years (the "Initial Term"). The Initial Term shall commence on April 1, 2018 (the "Commencement Date"), even if prior to the commencement of construction by Licensee and the receipt by Licensee of its Approvals (as defined below). The Initial Term will terminate on March 31, 2023 (the "Initial Term Termination Date"). Licensee has a right to one (1) additional Renewal Term as set forth in Section 25. The Initial Term and the Renewal Term are referred to herein collectively as the "Term".

3. Permitted Use. The Premises may be used by Licensee only for permitted uses, which are (a) the transmission and reception of wireless communication signals, (b) access to the Building's risers to run cables to Building tenants who become Licensee's clients, and (c) the construction, maintenance, repair or replacement of the related Communication Facilities. Licensee shall obtain, at Licensee's expense, all licenses, permits or authorizations required for Licensee's use of the Premises, (collectively, the "Approvals"). Licensor agrees to reasonably cooperate with Licensee (at no cost to Licensor), where required, to obtain such Approvals. Licensee represents that, as of the Effective Date, the transmission and reception of wireless communication signals into and from the Building will come from outside of the Property. Licensee further represents that the Communication Facilities will not include, and will not require any fiber optic or other cabling or wires, whether that of Licensee or another provider, in any new or existing conduit running from the Property's boundary line(s) to the Building. After the Effective Date, in the event that Licensee requires fiber optic or other cabling or wires on the Property and external to the Building in order to effectively operate the Communication Facilities as contemplated by this Agreement, then (i) Licensee will provide Plans in accordance with the terms of Section 8 hereof and Exhibit B and/or Exhibit C, at the option of Licensor, shall be amended to reflect Licensee's access to the Building, and (ii) if necessary, Licensee shall enter into a Telecom Utility Easement, the form of which shall be provided by Licensor.

4. License Fee and Additional Fees.

- a. License Fee. Licensee shall pay Licensor an annual fee (the "License Fee") for the Antenna Facilities as follows:

Commencing on the Commencement Date, Licensee will pay monthly to Licensor, at the address set forth in **Section 16**, a License Fee payment. The License Fee for the first year of the Initial Term shall be Nine Thousand Three Hundred and No/100 dollars (\$9,300.00) for the initial Antenna Facilities set forth on **Exhibit D-1**, whether or not in place on the Commencement Date. The monthly License Fee for the Initial and the Renewal Term shall be due within five (5) business days after the first day of each month. The License Fee shall be in addition to any applicable tax, and shall be prorated for any partial month. If this License Agreement is terminated at a time other than on the last day of a month, for any reason other than a Default (as defined in **Section 9**) by Licensee, the License Fee shall be prorated as of the date of termination and any prepaid License Fee shall be refunded to Licensee. Beginning with the thirteenth month of the Initial Term, the monthly License Fee for the initial Antenna Facilities, and for any Antenna Facilities added during the Initial Term, shall be increased by the amounts set forth in the attached **Exhibit D - 2**.

If at any time during the Initial Term Licensee increases its Antenna Facilities on the Premises, Licensor and Licensee shall execute a letter in the form of **Exhibit D - 3** ("License Amendment No. 1, No. 2" et seq.). Licensee shall pay the new monthly License Fee payment, to include the additional Antenna Facilities, as set forth on **Exhibit D - 3** for the applicable period of the Initial Term in accordance with **Exhibit D - 2**. Pursuant to **Section 8. a.**, Licensee during the Initial Term shall not be permitted to install more than a total of nine (9) roof mounted panels and dishes on the Premises. Each License Amendment shall be attached to this License Agreement.

b. Additional Fees. In addition to the monthly License Fee, Licensee shall pay to Licensor the following fees: (i) a one-time payment in the amount of One Thousand Five Hundred and No/100 Dollars (\$1,500.00) (the "Administrative Fee"); and (ii) a one-time payment in the amount of Five Hundred and No/100 Dollars (\$500.00) (the "Consulting Fee"). Licensee shall pay the Administrative Fee and the Consulting Fee to Licensor within ten business (10) days after the Effective Date.

5. Security Deposit. [INTENTIONALLY DELETED]

6. Holding Over. In the event that Licensee shall not immediately surrender the Premises to Licensor on the expiration date or within thirty (30) days after an earlier termination of this License, Licensee shall be deemed to be a licensee-at-sufferance upon all of the terms and provisions of this License, except the monthly License Fee shall be 150% the monthly License Fee in effect upon expiration of the Initial Term or Renewal Term, as applicable. Notwithstanding the foregoing, if Licensee shall hold over after the expiration date or earlier termination of this License, and Licensor shall desire to regain possession of the Premises, then Licensor may forthwith re-enter and store the Antenna Facilities. Licensee shall owe Licensor the then prevailing License Fee during the storage period and shall reimburse Licensor for its reasonable, documented costs.

7. Interference. Licensee warrants that its use of the Premises will not interfere with existing radio or other communication frequency user(s) on the Premises as long as Licensee and the existing radio or other communication frequency user(s) (i) do not operate on each other's frequencies, and (ii) use such frequencies in accordance with all laws and regulations applicable to the use of such radio or other communication frequencies. Such interference shall be deemed a material breach by the Licensee, who shall, upon notice from the Licensor, immediately, terminate said interference. Licensee, upon receipt of Licensor's written notice of such interference, shall work to determine the source of or reason for such interference and shall remedy such interference within five (5) days of such notice. During such time as Licensee is working to cure such interference, Licensee warrants and agrees that it will not operate the

Communication Facilities, other than for brief testing necessary to determine the source, cause or reason, and remedy of such interference ("Interference Testing"). All Interference Testing must be conducted as approved in writing by Licensor, which written approval shall not be unreasonably withheld or delayed by Licensor. Similarly, after the Effective Date, Licensor shall not use any portion of the Property in any way which interferes with the operations of Licensee, and Licensor shall, upon written notice from Licensee and within a reasonable time to cure, be responsible for making all commercially reasonable efforts to terminate, or cause the responsible tenant to terminate, said interference. Licensor also shall not after the Effective Date grant to any lessees or licensees (the "New Licensees") the use of the rooftop or any other portion of the Property for radio or other communication frequency use in any way which it knows at such time will cause interference with the operations of Licensee, including without limitation frequency interference. In the event the operations of any New Licensee cause interference with the operations of Licensee, Licensor shall require that such New Licensee reasonably cooperates with Licensee's efforts and diligently takes such action as may be necessary to terminate the cause of such interference. In the event any such interference by Licensee, Licensor, or a New Licensee is not terminated within the applicable cure period, then the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to terminate this License immediately upon written notice.

8. Improvements; Access.

a. Licensee shall have the right, at its expense, to erect and/or install and maintain on the Premises improvements, personal property and facilities including, without limitation, roof mounted radio transmitting and receiving panel antennas and dishes (collectively, the "Antenna Facilities") all as generally described and depicted in Exhibit C and as initially identified in Exhibit D - 1, and as may be supplemented in Exhibit D - 3. Licensor shall have the right to approve Licensee's contractor selected for installation of the Communication Facilities, such approval not to be unreasonably withheld, delayed, conditioned or denied. Licensor's prior consent to the plans and specifications ("Plans") for such Communication Facilities shall be required, but such consent shall not be unreasonably withheld or delayed by Licensor. Prior to the initial installation of the Communication Facilities, Licensee will supply the Licensor with the Plans to be reviewed and approved by the Licensor prior to commencement of construction and installation of the Communication Facilities. Licensor's approval of the Plans will not be unreasonably withheld, denied, conditioned or delayed (and in no event delayed beyond ten (10) business days, after which Licensor shall be deemed to have rejected the Plans). After final approval by Licensor, the Plans will be considered incorporated by reference as part of this License Agreement. In the event Licensor disapproves of the Plans upon a second (2nd) submission (after Licensor's second disapproval or deemed rejection thereof), Licensee may terminate this License Agreement immediately upon written notice to Licensor. Subject to the next paragraph, Licensee shall have the right to replace, modify or upgrade the Communication Facilities at any time during the Initial Term or the Renewal Term of this License Agreement with the prior written consent of Licensor, which consent shall not be unreasonably withheld, delayed, conditioned or denied.

Licensee shall have the right to expand the Antenna Facilities larger than the original Premises in order to install additional antennas or dishes at any time during the Term of this License Agreement with the prior written consent of Licensor, such consent not to be unreasonably withheld, delayed, conditioned or denied and subject to applicable increase in the monthly License Fee as specified in Sections 4 and 25(b); provided, however, Licensee shall not be permitted to install during the Term more than a total of nine (9) roof mounted panel antennas and dishes as part of the Antenna Facilities on the Premises. In the event Licensor withholds its approval, Licensee shall have the opportunity to resubmit such request for approval after addressing Licensor's concerns. Any approval required by Licensor hereunder shall not be unreasonably withheld, except that Licensor shall have complete and sole discretion with regard to granting or withholding approval to the extent the Building's structure systems would be damaged. Licensee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communication Facilities shall remain the exclusive property of Licensee.

b. Licensee shall be responsible for reimbursing Licensor for the reasonable cost to repair any damage to the Building arising from the installation, maintenance, repair, replacement, operation and removal of the Communication Facilities not cured upon receipt of written notice of said damage within the time specified in **Section 9b** and shall take all commercially reasonable steps to minimize wear and tear on the roof, including the use of walking pads.

c. Licensee shall comply with all federal, state, municipal and other laws, rules and regulations (hereinafter collectively referred to as "Regulations") applicable to the installation, maintenance, repair, replacement, operation and removal of the Communication Facilities, including but not limited to local building height requirements, and Licensee shall make available to Licensor a copy of any written approvals, authorizations or other documentation received by Licensee which verify compliance with Regulations.

d. Licensee shall not allow any logos, names or other writings or designs of a size visible to the public from the common areas of the Building or the exterior of the Property on the exterior of the Antenna Facilities.

e. Licensee shall, at Licensee's expense, keep and maintain the Premises and the Communication Facilities now or hereafter located thereon in good condition and repair during the Term of this License Agreement. Licensee shall remove the Communication Facilities upon termination of this License Agreement and shall repair all damage caused by such removal and restore the Premises to its condition prior to installation of such Communication Facilities, ordinary wear and tear and casualty excepted.

f. Licensee shall have twenty-four (24) hour seven (7) days a week access to the Premises, subject to Licensor's prior approval, except in case of emergency where Licensor will be notified as soon as practicable. Notwithstanding the foregoing, Licensor or its employees, agents, or representatives shall have the right to enter the Premises (i) at any time and without notice to inspect any portion of the Premises, (ii) upon at least two (2) days' written notice to Licensee, which notice shall not be required if Licensee is in Default, to clean or make repairs, alterations or additions thereto, and (iii) at any time and with notice to Licensee on or after such entry, in the event of an emergency situation requiring immediate attention and action by Licensor.

9. Default. Any of the following occurrences, conditions, or acts shall be deemed a "Default" under this License Agreement:

a. if Licensee fails to pay amounts due under this License Agreement within thirty (30) days of its receipt of written notice that such payments are due; or

b. if either party fails to observe or perform its obligations under this License Agreement and does not cure such failure within thirty (30) days from its receipt of written notice of breach; or such longer period as may be required to diligently complete a cure if commenced within the 30-day period.

10. Remedies. Upon Default by either party under any of the terms, conditions or covenants herein, the non-defaulting party may, in accordance with **Section 24** and in addition to all other rights and remedies available at law or equity, declare the defaulting party's rights hereunder forfeited and terminated, and (i) terminate this License Agreement; and/or (ii) exercise any or all other rights or remedies permitted hereunder or by applicable law. All rights and remedies are cumulative and not exclusive of any other rights or remedies available to the non-defaulting party under this License Agreement or at law or in equity. No failure or delay by the non-defaulting party in exercising any remedy provided in this License Agreement will be construed as a forfeiture or waiver of the same or any other remedy at a later time.

11. Casualty and Condemnation. Licensor will provide reasonable notice to Licensee of any casualty or notification of any condemnation proceedings affecting the Property. This License Agreement may be terminated in the event of casualty or condemnation, without any penalty or further liability, as follows:

a. Immediately upon written notice by Licensee, if the Communication Facilities are destroyed or damaged so as, in Licensee's reasonable judgment, to substantially and adversely affect the effective use of the Communication Facilities, or immediately upon written notice by Licensor, if the Building is, in Licensor's reasonable judgment, substantially damaged. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Licensee shall be entitled to the reimbursement of any License Fee prepaid by Licensee. If this License Agreement continues, then the License Fee shall abate until the Premises and/or Communication Facilities are restored to the condition existing immediately prior to such damage or destruction.

b. At the time title to the Building transfers to a condemning authority, pursuant to a taking of the Building. Licensor and Licensee shall each be entitled to pursue their own separate awards with respect to such taking; provided, however, Licensee shall not pursue any claim with respect to the value of the License. Sale of the Building to a purchaser with the power of eminent domain, in the face of the exercise of the power, shall be treated as a taking by condemnation.

12. Taxes. Licensee shall pay any occupation, sales and use, personal property or other taxes assessed on, or any portion of such taxes directly attributable to, the Communication Facilities. Licensor, upon presentation of sufficient and proper documentation, shall pay within thirty (30) days when due all real property taxes; provided, however, Licensee shall pay any increase in real property taxes levied against the Property which is directly attributable to Licensee's use of the Premises, provided Licensee will be entitled to appeal any such increase payable by it. Licensor agrees that it will cooperate with an appeal of such taxes.

13. Severability. If any term or condition of this License Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provisions were not contained herein.

14. Insurance and Subrogation.

a. Licensee shall carry and maintain throughout the Initial Term and the Renewal Term the following types and minimum amounts of insurance coverage:

(1) Commercial General Liability Insurance in an aggregate amount of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate on an ISO general liability form including without limitation, bodily injury, property damage, personal injury, advertising injury, products and completed operations liability, and contractual liability coverage for the performance by Licensee of the indemnity agreements set forth in this License Agreement (including damage to the Building resulting from the installation, maintenance, removal and/or operation of the Communication Facilities);

(2) Licensee shall have the right to self-insure for damage to its property, in which case Licensee assumes all risk of loss to its property and holds Licensor harmless for any damages regardless of the cause;

(3) Worker's compensation insurance insuring against and satisfying Licensee's obligations and liabilities under the worker's compensation laws of the state in which the Property is located, including employer's liability insurance in the limit of not less than \$1,000,000 aggregate;

(4) If Licensee or its agents operates owned, hired, or non-owned vehicles on the Property, comprehensive automobile liability will be carried at a limit of liability not less than \$1,000,000 combined bodily injury and property damage;

(5) Umbrella liability insurance in excess of the underlying coverage listed in paragraphs (1), (3) and (4) above, with limits of not less than \$4,000,000 per occurrence/\$4,000,000 aggregate; and

b. All insurance required under this *Section 14* shall:

(1) be issued by such good and reputable insurance companies qualified to do and doing business in the state in which the Property is located and having a policyholder rating of not less than "A-" and a financial rating of "VIII" in the most current copy of Best's Insurance Report in the form customary to this locality; and

(2) Excluding Workers' Compensation, include Licensor as an additional insured on the policy or policies (Licensee may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain);

(3) be primary and at the sole cost and expense of Licensee and all deductibles shall be assumed by, for the account of, and at the sole risk of said Licensee;

c. Licensor shall maintain Commercial General Liability Insurance in an aggregate amount of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate. Licensor may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Licensor may maintain. Licensor shall maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for its owned real and/or personal property. In the event Licensor incurs any increase in its insurance premiums directly attributable to Licensee's use or occupancy of the Premises, Licensee will reimburse Licensor in full for any such reasonable cost or expense upon thirty (30) days' written notice from Licensor. Bills, invoices, correspondence and notices from Licensor's insurer will be prima facie evidence of any sums due pursuant to this paragraph and admissible as evidence of same in any legal proceeding or action.

d. Licensee and Licensor hereby release the other party from liability and waive all rights of recovery against the other party for any loss or damage covered by that party's property insurance policies. In the event of such insured loss, Licensee's and Licensor's insurance companies shall have waived any rights of subrogation against the other party.

e. A Certificate of Insurance with respect to such coverage must be presented to Licensor within thirty (30) days of the execution of this License Agreement by both parties and from time to time prior to expiration of the Initial Term or other termination thereof.

15. HOLD HARMLESS.

(a) **LICENSEE AGREES TO USE THE PREMISES, BUILDING AND PROPERTY AT ITS OWN RISK AND HEREBY RELEASES LICENSOR, ITS EMPLOYEES, AGENTS, AND INDEPENDENT CONTRATORS FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY SUSTAINED BY LICENSEE OR ANY PERSON CLAIMING THROUGH LICENSEE RESULTING FROM AN ACCIDENT OR OCCURRENCE IN ON OR ABOUT THE PREMISES, BUILDING OR PROPERTY, EXCEPT TO THE EXTENT**

ATTRIBUTABLE TO THE NEGLIGENT OR WRONGFUL INTENTIONAL ACT OR OMISSION OF LICENSOR, ITS EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS.

(b) LICENSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LICENSOR, ITS EMPLOYEES, AGENTS, AND INDEPENDENT CONTRACTORS, HARMLESS FROM AND AGAINST ANY INJURY, LOSS, DAMAGE OR LIABILITY (OR ANY CLAIMS IN RESPECT OF THE FOREGOING), COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING FROM THE INSTALLATION, USE, MAINTENANCE, REPAIR OR REMOVAL OF THE COUMMUNICATION FACILITIES OR THE BREACH OF ANY PROVISION OF THIS LICENSE AGREEMENT, EXCEPT TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENT OR WRONGFUL INTENTIONAL ACT OR OMISSION OF LICENSOR, ITS EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS.

(c) LICENSOR AGREES TO INDEMNIFY, DEFEND AND HOLD LICENSEE HARMLESS FROM AND AGAINST ANY AND ALL INJURY, LOSS, DAMAGE OR LIABILITY (OR ANY CLAIMS IN RESPECT OF THE FOREGOING), COSTS OR EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING DIRECTLY FROM THE ACTIONS OR FAILURE TO ACT OF LICENSOR OR ITS EMPLOYEES, INDEPENDENT CONTRACTORS, OR AGENTS, OR THE BREACH OF ANY PROVISION OF THIS LICENSE AGREEMENT, EXCEPT TO THE EXTENT ATTRIBUTABLE TO THE NEGLIGENT OR WRONGFUL INTENTIONAL ACT OR OMISSION OF LICENSEE, ITS EMPLOYEES, AGENTS OR INDEPENDENT CONTRACTORS.

(d) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LICENSE AGREEMENT, LICENSEE AND LICENSOR HEREBY WAIVE ANY CLAIMS THEY MAY HAVE AGAINST THE OTHER WITH RESPECT TO CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when received by overnight courier or when mailed, certified mail, return receipt requested to the following addresses:

If to Licensor: 300 Convent, LLC
c/o Crimson Services, LLC
1980 Post Oak Blvd., Suite 1600
Houston, Texas 77056
Attn: Donald G. Thomas, II

If to Licensee, to: BOB, LLC
16479 Dallas Parkway
Suite 700
Addison, TX 75001
Attn: Building Access Coordinator

with a copy to: BOB, LLC
c/o Windstream Communications, LLC
Sr. VP & Deputy General Counsel
4001 North Rodney Parham Road
Little Rock, AR 72212
Attn: Jana Sayer

17. Quiet Enjoyment, Title and Authority. Licensor and Licensee each covenants and warrants to the other that each has full right, power and authority to execute this License. Licensor covenants that at all times during the Term of this License Agreement, Licensee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Licensee is not in Default beyond any applicable grace or cure period.

18. Environmental Laws. Licensor and Licensee represent, warrant and agree that they will conduct their activities on the Property in compliance with all applicable Environmental Laws (as defined in attached Exhibit E) that are now or were related to that party's activities conducted in or on the Property. Licensor and Licensee agree to defend, indemnify, and hold each other harmless from and against any and all claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that each party may suffer due to the release of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising from the activities of the other party, their employees or agents on the Property. This indemnification in this *Section* specifically includes costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. Notwithstanding the foregoing, Licensee shall not be liable to the extent of any environmental conditions on the Property or at the Premises in existence before the Effective Date.

19. Assignment and Subleasing. (a) Licensee may assign, sell or transfer its interest under this License Agreement without the approval or consent of Licensor, to (i) the Licensee's principal, affiliates, subsidiaries, or subsidiaries of its principal, provided that such transferee is directly or indirectly controlled by Licensee's ultimate parent, or (ii) to any entity which acquires all or substantially all of the Licensee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization (hereinafter, both (i) and (ii) are collectively referred to as a "Permitted Transfer"). Such Permitted Transfer shall relieve Licensee of all obligations under this License Agreement but only if (x) Licensee's assignee executes and delivers to Licensor an assignment and assumption agreement in form and substance reasonably acceptable to Licensor and (y) the net worth (computed in accordance with generally accepted accounting principles exclusive of goodwill) of any assignee after such transfer is greater than or equal to the greater of (a) the net worth of Licensee as of the Commencement Date, or (b) the net worth of Licensee immediately prior to such transfer, and proof satisfactory to Landlord that such net worth standards have been met shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such assignment. Any assignment other than a Permitted Transfer shall require prior written consent of the Licensor, which Licensor shall not unreasonably withhold, condition, deny or delay ("Approved Transfer"). Upon completion of an Approved Transfer, Licensee shall be relieved of all performances, liabilities and obligations under this License Agreement.

(b) Additionally, Licensee may, upon notice to Licensor, grant a security interest in this License and the Communication Facilities, and may collaterally assign this License and the Communication Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Licensor shall execute such consent to leasehold financing as may reasonably be required by Secured Parties, provided in such event the lender shall have limited access to the Premises solely to remove such collateral promptly after its notice of foreclosure to Licensor and shall otherwise be required to comply with the terms of this License Agreement (including without limitation restoration of the Building or Premises as required in *Sections 8(a) and 8(b)* of this License Agreement).

20. Successors and Assigns. This License Agreement shall run with the Property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. No Representations or Warranties. IT IS UNDERSTOOD AND AGREED BY LICENSEE THAT LICENSOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, THE BUILDING, THE PREMISES, OR THE USE THEREOF BY LICENSEE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, THE BUILDING OR THE PREMISES. LICENSEE AGREES THAT WITH RESPECT TO THE PROPERTY, THE BUILDING AND THE PREMISES, LICENSEE HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF LICENSOR OR ANY AGENT OF LICENSOR.

22. No Recourse Against Licensor. Neither Party nor its employees or agents shall have any personal liability under any provisions of this License Agreement. If Licensor defaults in the performances of any of its obligations hereunder or otherwise, Licensee shall look solely to Licensor's equity interest in the Building, including any proceeds derived from a sale or transfer of the Building or insurance proceeds, for satisfaction of Licensee's remedies on account thereof.

23. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within fifteen (15) days after request, such truthful estoppel information as the other may reasonably request.

c. This License Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind that are not set forth herein. Any amendments to this License Agreement must be in writing and executed by both parties.

d. Neither party is represented by a real estate broker in this transaction.

e. This License Agreement shall be construed in accordance with the laws of the State of Texas.

f. If any term of this License Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this License Agreement, which shall continue in full force and effect.

g. This License Agreement may be executed in any number of counterparts and all such counterparts shall be deemed to constitute a single License Agreement and the execution of one counterpart by Licensor or Licensee shall have the same effect as if such party had signed all other counterparts.

24. Right of Termination if Party is in Default After Cure Period. If Licensee or Licensor remain in Default under this License Agreement after any applicable cure periods, then the other party may terminate this Agreement by written notice to the party-in-Default at least thirty (30) days prior to the termination date.

25. Right to Renew.

(a) Right to Renew and General Terms. If (i) no material adverse change in Licensee's financial condition has occurred; and (ii) no event of Default shall exist under this License Agreement or would exist but for the pendency of any applicable cure period (if any), then Licensee shall have the right to extend the Initial Term of this License Agreement for one (1) additional five (5) year term (the "Renewal Term"). This License shall automatically renew for the Renewal Term unless Licensee notifies Licensor, in writing, of Licensee's intention not to renew this License, at least ninety (90) days prior to the expiration of the Initial Term, but not more than one hundred eighty (180) days prior to expiration of the Initial Term. The Renewal Term shall be subject to all of the terms and conditions contained in this License Agreement. The License Fee for the Renewal Term shall be at the rates set forth in **Section 25(b)**. There shall be no further option to extend the Term of this License Agreement beyond ten (10) years from the Commencement Date.

(b) Renewal License Fee. The License Fee for the Renewal Term is reflected on **Exhibit D - 2**. If during the Renewal Term Licensee increases its Antenna Facilities on the Building, as permitted under **Section 8**, such that it has more antennas on the Premises than at the beginning of the Renewal Term, Licensor and Licensee shall execute a License Amendment and Licensee shall pay the new License Fee for the additional Antenna Facilities for the applicable period of the Renewal Term set forth in **Exhibit D - 2**. Each License Amendment during the Renewal Term shall be attached to this License Agreement.

26. Licensee's Right of Termination.

(a) If, on or before the first anniversary of the Effective Date, Licensee is unable to obtain or maintain any required Approvals, license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communications Facilities as now and hereinafter intended by Licensee, then Licensee shall have the right to terminate this License Agreement upon thirty (30) days' written notice to Licensor without any penalty or liability except that the fees paid pursuant to **Section 4.b** of this License Agreement shall be retained by Licensor and shall be nonrefundable to Licensee in all events.

(b) If, due to no action or failure to act on Licensor's part, Licensee is permanently prohibited from continuing its operations at the Premises due to cessation of any necessary Approvals, license or permit as required by any agency, board, court or other governmental authority with jurisdiction over the Licensee's operations at the Premises, then Licensee shall have the right to terminate this License Agreement by providing at least ninety (90) days' written notice of such termination and including with such notice a liquidated damages payment in the amount of twelve (12) months of the then current License Fee due for the twelve (12) month period following the date of termination.

27. Waiver of Licensor's Lien. Licensor hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facilities or any portion thereof, which shall be deemed personal property for the purposes of this License Agreement, whether or not the same is deemed real or personal property under applicable laws, and Licensor gives Licensee and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a Default under this License Agreement, in Licensee's and/or Secured Party's sole discretion and without Licensor's consent.

28. Irrevocable License. It is expressly understood that all rights granted to Licensee under this License are irrevocable until this License expires or sooner terminates as herein provided.

IN WITNESS WHEREOF, said parties have caused this License Agreement to be executed as of the date first above written.

Licensors:

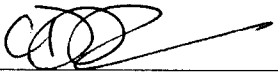
300 CONVENT, LLC,
a Texas limited liability company

By: CGL RELP SA JV, LLC,
a Texas limited liability company,
its sole member

By: CGL SA, LTD.,
a Texas limited partnership,
its managing member

By: CRIMSON GROUP, LTD.,
a Texas limited partnership,
its general partner

By: GATOR ENTERPRISES, INC.,
a Texas corporation,
its general partner

By: 
Name: C. DEAN PATRINELY
Title: President

Licensee:

BOB, LLC,
an Illinois limited liability company

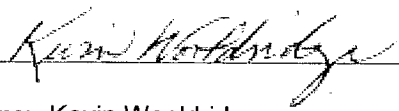
By: 
Name: Kevin Wooldridge
Title: VP Building Access - Real Estate

EXHIBIT A

LEGAL DESCRIPTION - PROPERTY

TRACT 1:

Lot 15, Block 4, New City Block 410, First International Plaza, in the City of San Antonio, BEXAR County, Texas, according to the map or plat thereof recorded in Volume 9100, Page 245, of the Deed and Plat Records of Bexar County, Texas.

TRACT 2:

Subsurface Easement Estate as created and defined under terms, conditions and stipulations contained in instruments recorded in Volume 2363, Page 83, Bexar County Real Property Records for the benefit of Tract 1.

TRACT 3:

Subsurface Easement Estate as created and defined under terms, conditions and stipulations contained in instruments recorded in Volume 2393, Page 1370, Bexar County Real Property Records, for the benefit of Tract 1, and modified by instruments recorded in Volume 2441, Page 1434 and Volume 3057, Page 711, Bexar County Real Property Records.

EXHIBIT B

PREMISES

See Attached one (1) page

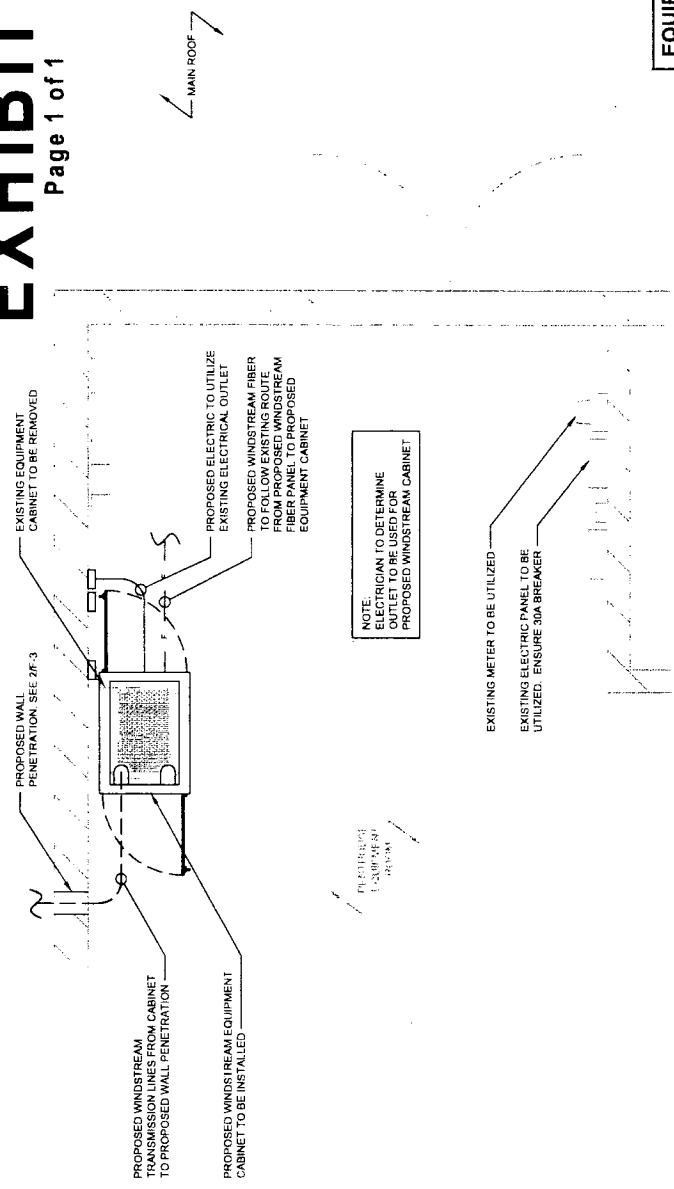
EXHIBIT B

Page 1 of 1

NOTE: THIS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO SUPPORT THE WEIGHT OF THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE:
CONTRACTOR SHALL RESTORE AREAS DAMAGED BY CONSTRUCTION TO ORIGINAL CONDITION.

NOTE:
DRAWINGS HAVE BEEN PREPARED USING AN AERIAL PHOTO AND FROM INFORMATION GATHERED DURING A VISUAL SURVEY. CONTRACTOR SHALL VERIFY ALL FIELD MEASUREMENTS PRIOR TO CONSTRUCTION.



NOTE:
ELECTRICIAN TO DETERMINE CABLE TO BE USED FOR PROPOSED WINDSTREAM CABINET.

EQUIPMENT PLAN
SCALE: 3/8" = 1'-0"

WINDSTREAM COMMUNICATIONS
10000 WINDSTREAM DRIVE
SUITE 100
DALLAS, TEXAS 75243
TEL: 214.480.1000
WWW.WINDSTREAM.COM

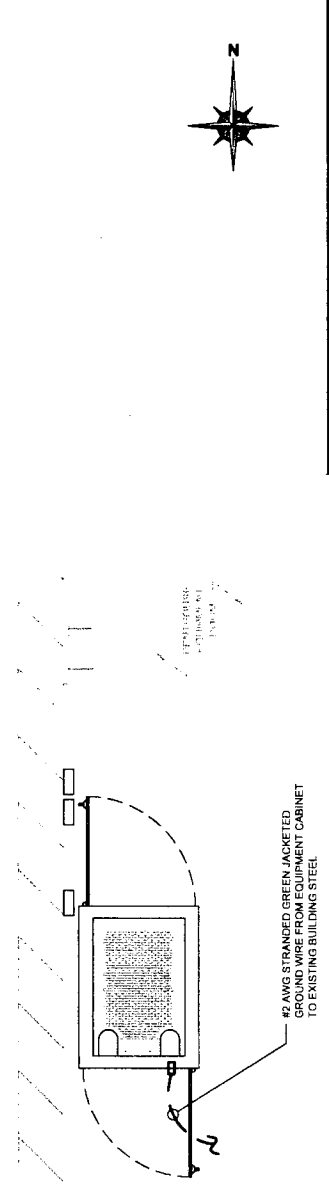
WFT COMMUNICATIONS
2815 North Loop West
Suite 100
Houston, Texas 77028
Tel: (281) 788-8887 FAX: (281) 788-8844
www.wftcommunications.com

PROJECT NO:	1757778
DRAWN BY:	JTB
CHECKED BY:	KBC
DATE:	
REVISION:	
DATE:	
BY:	
DESCRIPTION:	
DATE:	
BY:	
DESCRIPTION:	
DATE:	

CONVENT ST
SA3CS
300 CONVENT STREET
SAN ANTONIO, TX 78205
BEXAR COUNTY

SHEET TITLE
EQUIPMENT PLAN

SHEET NUMBER
C-2



GROUNDING PLAN
SCALE: 1/2" = 1'-0"



SHEET NUMBER
C-2

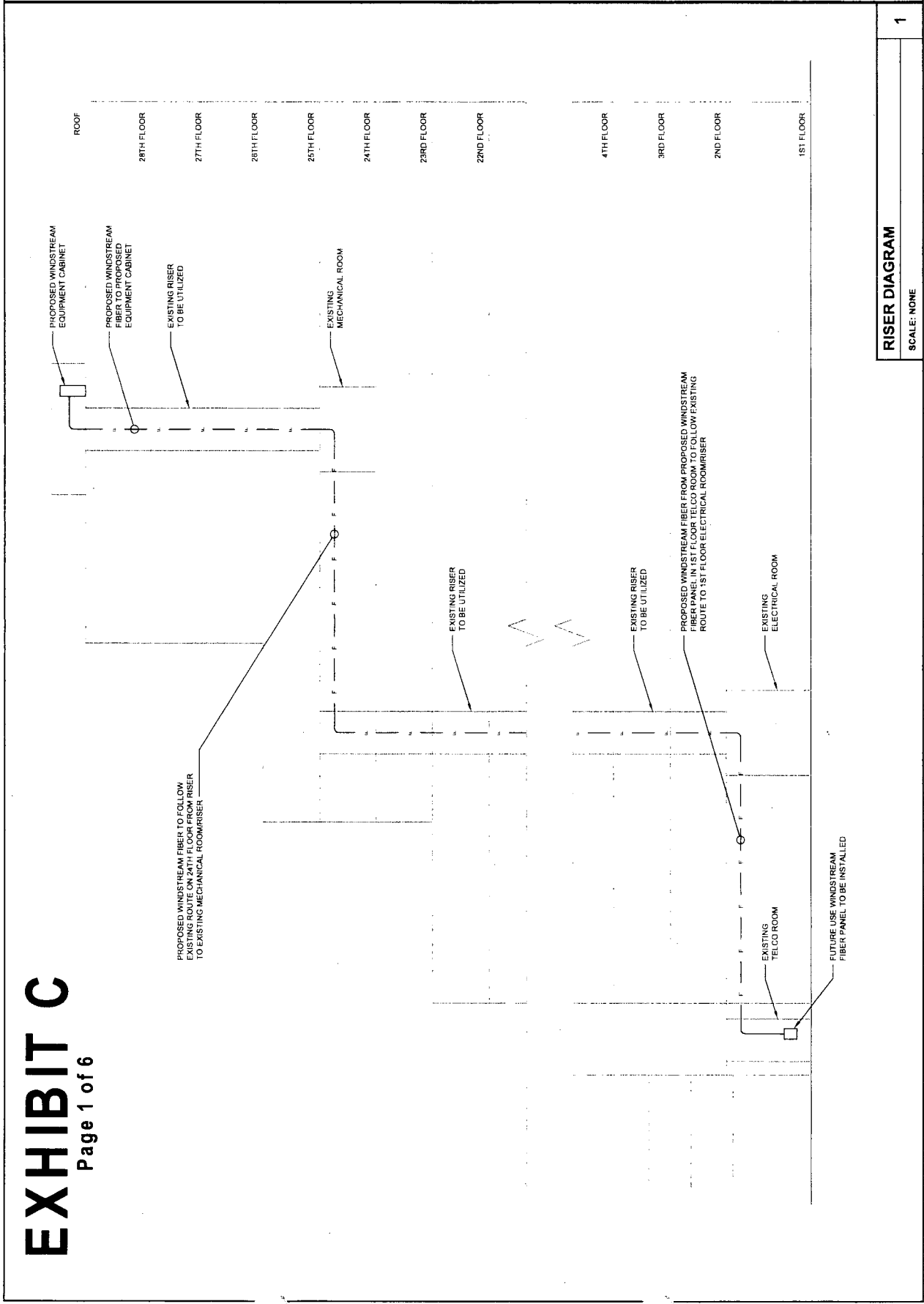
EXHIBIT C
COMMUNICATION FACILITIES

See Attached six (6) pages

EXHIBIT C

Page 1 of 6

 windstream. communications <small>WE CAN OVERLOOK CONVENT STREET AND WE CAN CONVERT IT TO FIBER. 800.888.7389</small>	 W-T COMMUNICATION DESIGN GROUP, LLC. <small>300 CONVENT STREET ANN ARBOR MI 48106 PH: 734.769.5332 FAX: 734.769.5344 www.wtdesigngroup.com</small>	<small>CONVENT - 300 CONVENT STREET ANN ARBOR MI 48106</small> PROJECT NO: 1710717B DRAWN BY: JTB CHECKED BY: KBC	CONVENT ST SA3CS 300 CONVENT STREET ANN ARBOR MI 48106 BEGAR COUNTY SHEET TITLE FIBER DIAGRAM	SHEET NUMBER F-2
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RISER DIAGRAM

SCALE: NONE

1

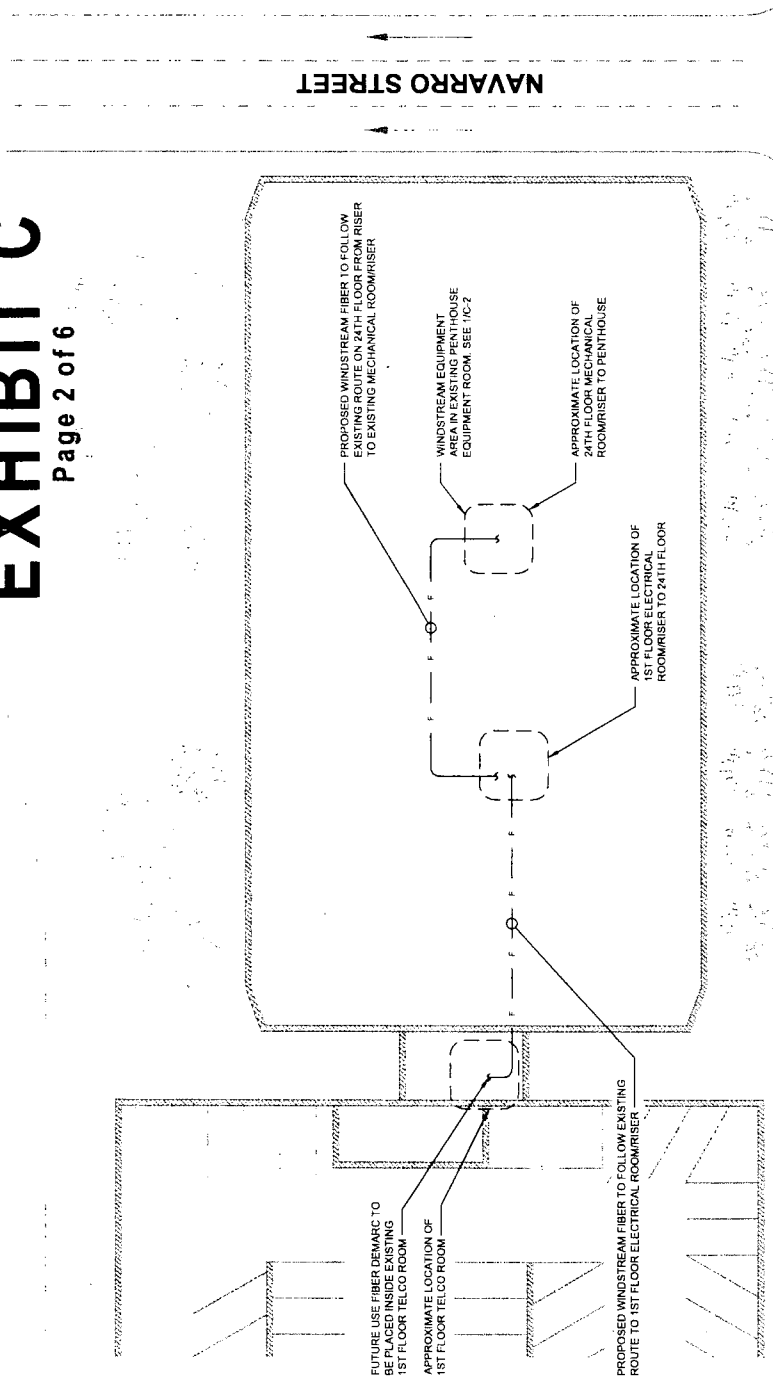
EXHIBIT C

Page 2 of 6

NOTE: WTS SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED BY AN ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE CAPACITY TO SUPPORT THESE ANTENNAS. PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION, A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE: CONTRACTOR SHALL RESTORE AREAS DAMAGED BY CONSTRUCTION TO ORIGINAL CONDITION.

NOTE: DRAWINGS HAVE BEEN PREPARED USING AN AERIAL PHOTO AND FROM FIELD MEASUREMENTS. CONTRACTOR SHALL VISIT, CONTRACTOR TO FIELD VERIFY ALL FIELD MEASUREMENTS PRIOR TO CONSTRUCTION.



OVERALL FIBER PLAN

SCALE: 1" = 30'-0"

1



PROJECT NO. 11101783

DRAWN BY: JTB

CHECKED BY: KBC

DATE: 11/11/11

SCALE: 1" = 30'-0"

DATE: 11/11/11

DATE: 11/11/11

DATE: 11/11/11

DATE: 11/11/11

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DATE: 11/11/11

CONVENT ST

SA3CS

300 CONVENT STREET
SAN ANTONIO, TX 78205
BESAR COUNTY

SHEET TITLE

OVERALL
FIBER PLAN

SHEET NUMBER

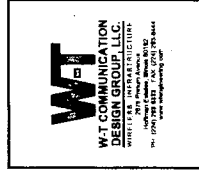
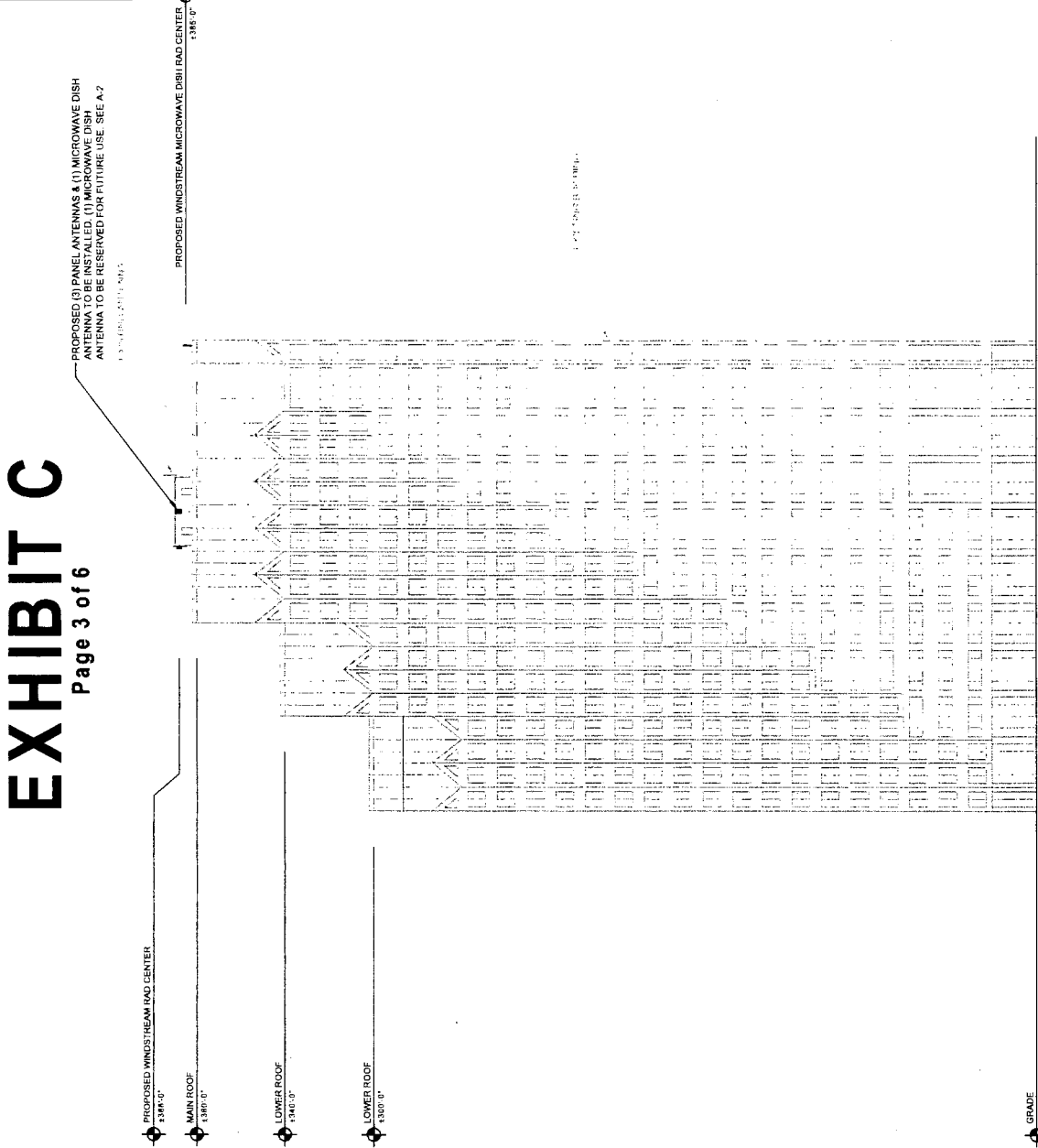
F-1

EXHIBIT C

Page 3 of 6

NOTE:
W.T.'S SCOPE OF WORK DOES NOT INCLUDE A STRUCTURAL EVALUATION OF THIS TOWER OR STRUCTURE. NEW ANTENNAS AND EQUIPMENT SHOWN ON THIS PLAN HAVE NOT BEEN EVALUATED TO VERIFY THE TOWER OR STRUCTURE HAS THE CAPACITY TO SUPPORT THE ANTENNAS AND EQUIPMENT PRIOR TO ANY ANTENNA OR EQUIPMENT INSTALLATION. A STRUCTURAL EVALUATION OF THE TOWER OR STRUCTURE, INCLUDING ALL ANTENNA MOUNTING SYSTEMS & HARDWARE SHALL BE PERFORMED.

NOTE:
CONTRACTOR SHALL PAINT ALL NEW ANTENNAS, COAX, & MOUNTING HARDWARE TO MATCH EXISTING COLOR WITH LANDLORD PRIOR TO CONSTRUCTION.



PROJECT NO.	11051283
DRAWN BY:	JTB
CHECKED BY:	KBC
DATE:	
SCALE:	
REVISION:	
NO.:	
DATE:	
BY:	
DESCRIPTION:	

CONVENT ST

SA3CS

300 CONVENT STREET
SAN ANTONIO, TX 78205
BEXAR COUNTY

SHEET TITLE
**BUILDING
(SOUTH)
ELEVATION**

SHEET NUMBER
A-1

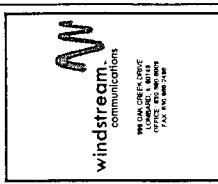
BUILDING (SOUTH) ELEVATION

SCALE: NONE

1

EXHIBIT C

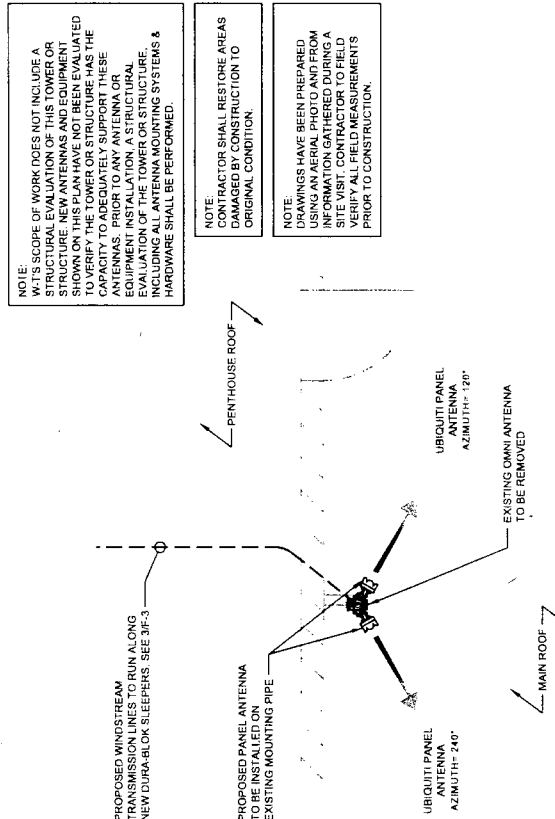
Page 5 of 6



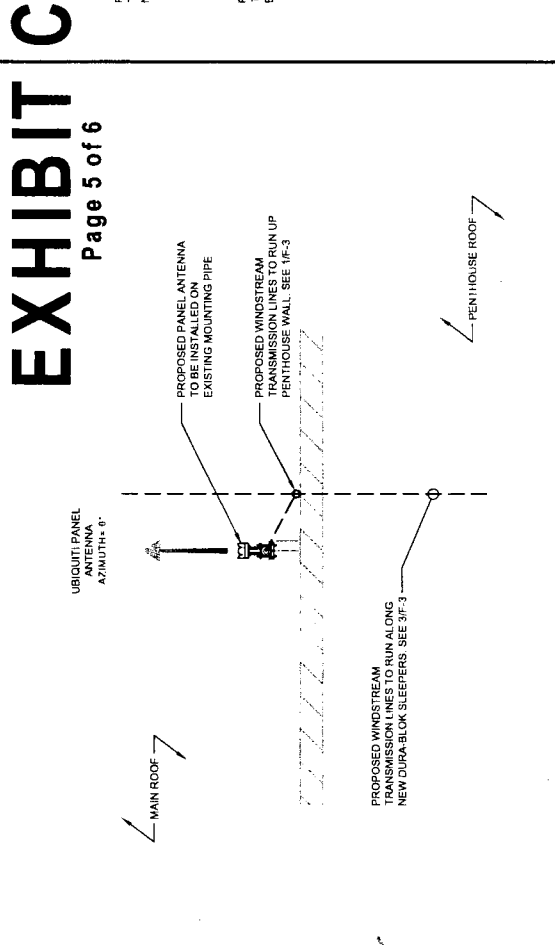
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DRAWN BY:	JTB
CHECKED BY:	KBC
DATE:	
SCALE:	
REVISION:	
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2.	ISSUED FOR CONSTRUCTION
3.	ISSUED FOR CONSTRUCTION
4.	ISSUED FOR CONSTRUCTION

CONTRACT NO.:	11201718
PROJECT NO.:	11201718
DRAWN BY:	JTB
CHECKED BY:	KBC
DATE:	
SCALE:	
REVISION:	
NO.	DESCRIPTION
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2.	ISSUED FOR CONSTRUCTION
3.	ISSUED FOR CONSTRUCTION
4.	ISSUED FOR CONSTRUCTION

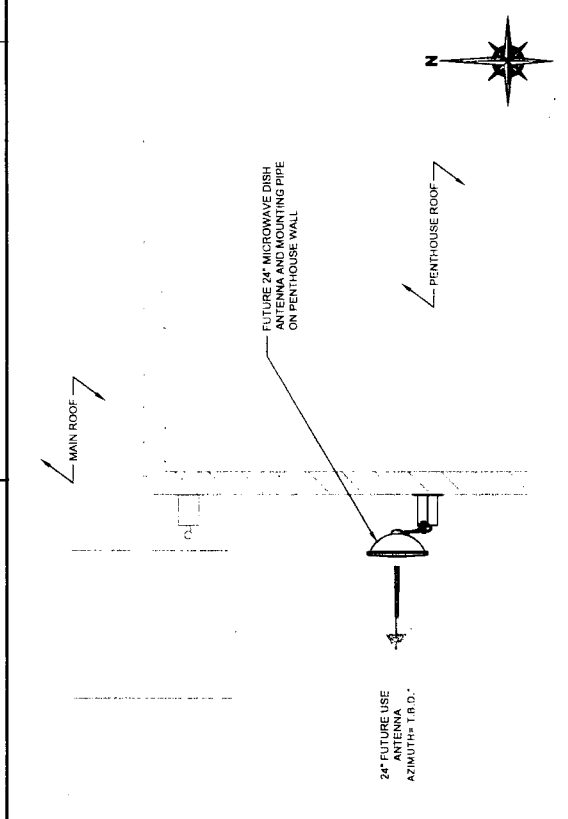
CONVENT ST
SAJCS
380 CONVENT STREET SAN ANTONIO, TX 78205 BEXAR COUNTY
SHEET TITLE
ANTENNA PLAN
SHEET NUMBER
A-2



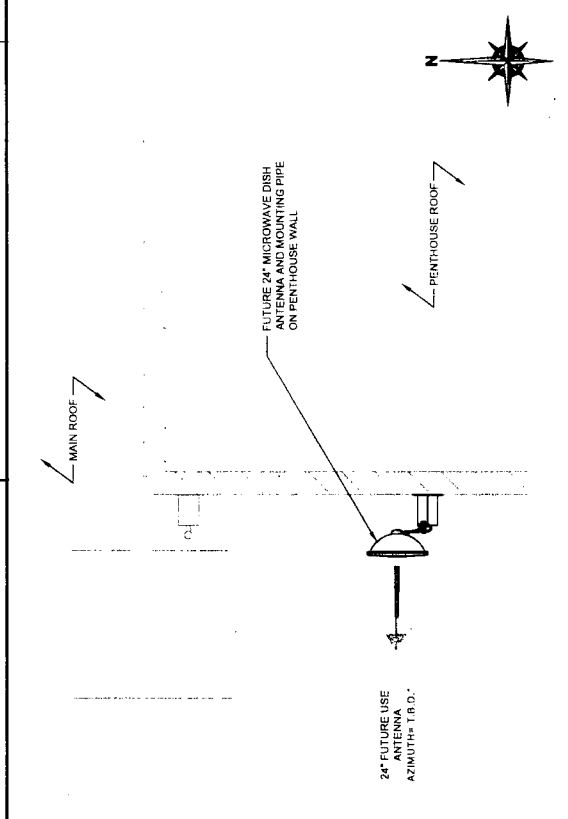
ANTENNA PLAN - SECTOR 1
 SCALE: 1/4" = 1'-0"



ANTENNA PLAN - SECTOR 2 & 3
 SCALE: 1/4" = 1'-0"

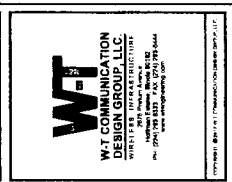
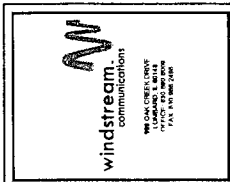


ANTENNA PLAN - MICROWAVE
 SCALE: 1/4" = 1'-0"



ANTENNA PLAN - FUTURE
 SCALE: 1/4" = 1'-0"

CONVENT ST
SAJCS
380 CONVENT STREET SAN ANTONIO, TX 78205 BEXAR COUNTY
SHEET TITLE
ANTENNA PLAN
SHEET NUMBER
A-2



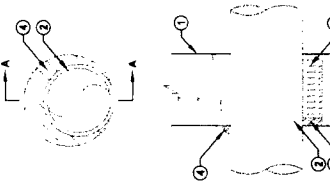
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DRAWN BY:	JTB
CHECKED BY:	KBC
DATE:	
SCALE:	
REVISIONS:	
NO.	DESCRIPTION
1.	
2.	
3.	
4.	
5.	
6.	

CONVENT ST	SA3CS
300 CONVENT STREET SAN ANTONIO, TX 78205 BEXAR COUNTY	
SHEET TITLE	UTILITY DETAILS
SHEET NUMBER	F-3

NOTE:
IF EXISTING CONSTRUCTION VARIES FROM THIS DETAIL, AN EQUAL 3-HOUR U.L. PENETRATION WALL TYPE SHALL BE CONSTRUCTED.

U.L. SYSTEM NO. CA-11160
CONDUIT THROUGH BEARING WALL SIMILAR TO U.L. DESIGN NO. L902
F RATING = 3-HR
T RATING = 0-HR

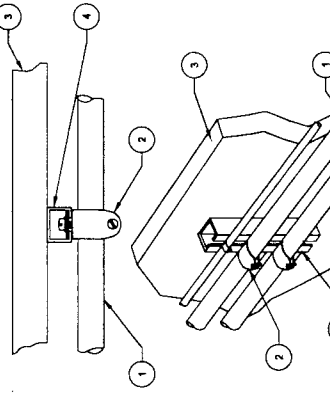
- FLOOR OR WALL ASSEMBLY - MINIMUM 4-1/2" THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. WALL MAY ALSO BE CONSTRUCTED OF ANY U.L. CLASSIFIED CONCRETE BLOCKS - MAX DIAMETER OF OPENING IS 8" (SEE CONCRETE BLOCKS (C) CATEGORY IN THE FIRE RESISTANCE DIRECTORY FOR DETAILS).
 - THROUGH PENETRATIONS - ONE METALLIC PIPE OR CONDUIT TO BE INSTALLED WITHIN THE FIRESTOP SYSTEM PIPE OR CONDUIT TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR OR WALL ASSEMBLY. THE ANNULAR SPACE SHALL BE MINIMUM 6" (POINT CONTACT) TO MAXIMUM 1-3/8". THE FOLLOWING TYPES AND SIZES OF METALLIC PIPES OR CONDUITS MAY BE USED:
 A. STEEL PIPE - NOMINAL 6" DIAMETER (OR SMALLER) SCHEDULE 40 (OR HEAVIER) STEEL PIPE
 B. IRON PIPE - NOMINAL 6" DIAMETER (OR SMALLER) CAST OR DUCTILE IRON PIPE TUBING OR NOMINAL 6" DIAMETER (OR SMALLER) STEEL CONDUIT.
 C. CONDUIT - NOMINAL 4" DIAMETER (OR SMALLER) STEEL CONDUIT.
 - PACKING MATERIAL - MINIMUM 1/4" THICKNESS OF MINERAL WOOL BATTING (KLEBER) SHALL BE USED TO FILL THE ANNULAR SPACE. THE PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR OR FROM BOTH SURFACES OF WALL AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.
 - FILL VOID, OR CAVITY MATERIAL - SEALANT - MINIMUM 1/4" THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS FLUSH WITH TOP SURFACE OF FLOOR AND WITH BOTH SURFACES OF WALL AT THE POINT CONTACT LOCATION BETWEEN PIPE AND CONCRETE. A SEALANT SHALL BE USED TO SEAL THE ANNULAR SPACE ON BOTH SURFACES OF WALL. SEALING INTERFACES ONLY WHEN CP801'S OR CP8M SEALANT IS USED.
- HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC. - CP801'S, CP8M, CP808 OR FS ONE SEALANT
 *BEARING THE U.L. CLASSIFICATION MARK



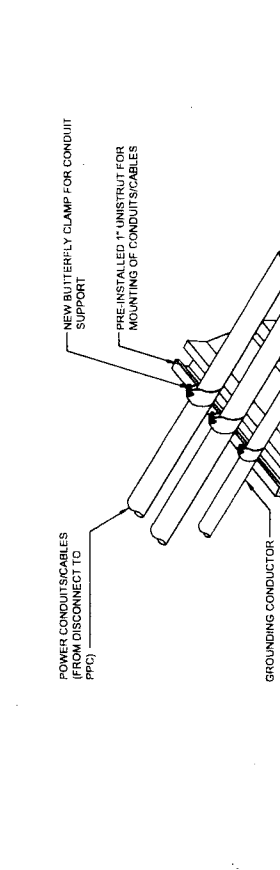
WALL/FLOOR PENETRATION	2
SCALE: NONE	

WALL CONSTRUCTION	USE
CONCRETE BLOCK (HOLLOW)	3/4" x 3/4" THREADED ROD W/HILTI HIT HY-70 W/ SCREEN, MIN. EMBEDMENT 3.5"
CONCRETE (SOLID)	3/8" x 3/8" THREADED ROD W/HILTI HIT HY-200, MIN. EMBEDMENT 3.36"

- NOTES:
- USE STANDARD STAINLESS STEEL HARDWARE FOR WALL MOUNT AND CONNECTION OF CHANNELS
 - SPACE UNITS @ 6'-0" ON CENTER
- NOTE:
ALL "UNISTRUT" CHANNEL SHALL BE GALVANIZED AND COLD GALVED WHEN CUT.
- KEY NOTES:
- CONDUIT/CABLE
 - CONDUIT/CABLE CLAMP AS REQUIRED
 - EXISTING WALL ASSEMBLY
 - VERTICAL "UNISTRUT" PH000 "T" SERIES LENGTH BASED ON NUMBER OF CONDUITS/CABLES TO BE MOUNTED



CONDUIT/CABLES MOUNT	1
SCALE: NONE	



- NOTE:
COOPER B-LINE "DURA-BLOK" HAS A FIRE RATING OF: ASTM D573
- NOTE:
INSTALL NUMBER OF CONDUITS/CABLES AS SHOWN ON DRAWINGS.

CONDUIT/CABLE SLEEPER DETAIL	3
SCALE: NONE	

EXHIBIT C

Page 6 of 6

NOT USED	4
SCALE: NONE	SCALE: NONE

EXHIBIT D -1

LICENSE FEE SCHEDULE FOR INITIAL ANTENNA FACILITIES

As of April 1, 2018*

Description	Quantity	Initial Monthly License Fee*	Sub-Total
Roof Mounted One Foot Dish	0	\$100	0
Roof Mounted Two Foot Dish	1	\$150	\$150
Roof Mounted Two and ½ Foot Dish	0	\$250	0
Roof Mounted Three Foot Dish	0	\$300	0
Roof Mounted Sector Panel Antenna (24" X 6" X 4")	3	\$150	\$450
Inside Rack (3' X 4' X 7' [Height])	1	\$150	\$150
Utilities Per Rack	1	\$25	\$25
*Subject to adjustment per License Fee Schedule (Exhibit D-2) and License Amendments (Exhibit D-3).		*Monthly Fee	\$775.00
			X 12
		*Annual Fee	\$9,300.00

EXHIBIT D - 2

LICENSE FEE SCHEDULE

Monthly rates per piece for each time period set forth below shall be as follows:

<u>Antenna Facilities</u> (Initial or as Added)	<u>4/1/18- 3/31/19</u>	<u>4/1/19- 3/31/20</u>	<u>4/1/20- 3/31/21</u>	<u>4/1/21- 3/31/22</u>	<u>4/1/22- 3/31/23</u>
One Foot Dish	\$100	\$105	\$110	\$115	\$120
Two Foot Dish	\$150	\$155	\$160	\$165	\$170
Two & ½ Ft Dish	\$225	\$232	\$239	\$247	\$256
Three Foot Dish	\$300	\$309	\$319	\$328	\$338
Sector Panel Antenna	\$150	\$155	\$160	\$165	\$170
Inside Rack	\$150	\$155	\$160	\$165	\$170
Rack Utilities	\$25	\$30	\$35	\$40	\$45

<u>Antenna Facilities</u> (Initial or as Added)	<u>4/1/23- 3/31/24</u>	<u>4/1/24- 3/31/25</u>	<u>4/1/25- 3/31/26</u>	<u>4/1/26- 3/31/27</u>	<u>4/1/27- 3/31/28</u>
One Foot Dish	\$125	\$130	\$135	\$140	\$145
Two Foot Dish	\$175	\$180	\$185	\$190	\$195
Two & ½ Foot Dish	\$264	\$272	\$280	\$289	\$298
Three Foot Dish	\$349	\$359	\$370	\$381	\$393
Sector Panel Antenna	\$175	\$180	\$185	\$190	\$195
Inside Rack	\$175	\$180	\$185	\$190	\$195
Rack Utilities	\$50	\$55	\$60	\$65	\$70

EXHIBIT D -3

LICENSE AMEMDMENT NO. ____

300 CONVENT, LLC
c/o Crimson Services, LLC
1980 Post Oak Blvd., Suite 1600
Houston, Texas 77056

As of _____, 20__

BOB, LLC

16479 Dallas Parkway, Suite 700
Addison, TX 75001
Attn: Building Access Coordinator

With a copy to:

BOB, LLC
c/o Windstream Communications, LLC
Sr. VP & Deputy General Counsel
4001 North Rodney Parham Road
Little Rock, AR 72212
Attn: Jana Sayer

Re: Rooftop License Agreement at 300 Convent, San Antonio, Texas
(the "Building") dated April 1, 2018, as amended (the "License")
between BOB, LLC as "Licensee" and 300 Convent, LLC as
"Licensor"

Dear _____:

Pursuant to the terms of the License Agreement, Licensee has the right to place certain equipment ("Antenna Facilities") on the rooftop of the Building. Licensee wishes to expand the list or number of Antenna Facilities that it is permitted to install pursuant to the License Agreement, and Licensor is willing to agree to such expansion, in accordance with the terms hereof.

Accordingly, effective as of _____, 20__ (the "Addition Date") the definition of Antenna Facilities in the License Agreement shall be amended to include the following [insert description by type, quantity and location of new Antenna Facilities]:

Description	Quantity	Location/Height or Mount

Beginning on the Addition Date and continuing throughout the Term of the License Agreement, Licensee shall pay Licensor a License Fee for such additional Antenna Facilities in accordance with the provisions of Section 4 or Section 25, as applicable, and **Exhibit D – 2**, of the License Agreement.

The total Antenna Facilities covered by the License Agreement is now as follows [add the new Antenna Facilities to the items specified below; be sure you are starting with the most recent count, including any prior additions]:

Description	Total Quantity	License Fee as of 1/1/20
One Foot Dish		
Two Foot Dish		
Two and ½ Foot Dish		
Three Foot Dish		
Sector Panel Antenna		
Inside Rack		
Rack Utilities		
	Monthly Total	\$
	New Annual Total	\$

Please countersign the enclosed copy of this letter Amendment to indicate your acceptance of the terms hereof. Thank you.

Sincerely,

300 CONVENT, LLC,
a Texas limited liability company

By: CGL RELP SA JV, LLC,
a Texas limited liability company,
its sole member

By: CGL SA, LTD.,
a Texas limited partnership,
its managing member

By: CRIMSON GROUP, LTD.,
a Texas limited partnership,
its general partner

By: GATOR ENTERPRISES, INC.,
a Texas corporation,
its general partner

By: _____

Name: _____

Title: _____

Agreed to and Accepted:

LICENSEE:
BOB, LLC, an Illinois limited liability company
By: _____ Authorized Signatory
Name: (printed name)
Date Signed: _____ 20__

EXHIBIT E

ENVIRONMENTAL LAWS

As used in this License Agreement, "Environmental Laws" means all federal, state and local environmental laws, rules, regulations, ordinances, judicial or administrative decrees, orders, decisions, authorizations or permits pertaining to the protection of human health and/or the environment, including, but not limited to, the Resource Conservation and Recovery Act, 42 U.S.C. §§6901, et seq., the Clean Air Act, 42 U.S.C. §§7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. §§1251, et seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§1101, et seq., the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601, et seq., the Oil Pollution Control Act, 33 U.S.C. §§2701, et seq., and Texas superfund laws, or any other comparable local, state or federal statute or ordinance pertaining to the environmental or natural resources and all regulations pertaining thereto. This definition includes all federal, state or local land use laws dealing with environmental sensitivity including, but not limited to, laws regarding wetlands, steep slopes, aquifers, critical or sensitive areas, shorelines, fish and wildlife habitat, or historical or archeological significance.

As used in this License Agreement, "Hazardous Substance" means any hazardous or toxic substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act, as amended from time to time; any hazardous waste as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time; any and all material waste or substance defined as hazardous pursuant to any federal, state or local laws or regulations or order; and any substance which is or becomes regulated by any federal, state or local governmental authority; any oil, petroleum products and their byproducts.