

BK: 2020 PG: 4968
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Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.50
Combined Fee: \$30.50
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

Prepared by Jason Catalini and Return to:

TowerCo
5000 Valleystone Drive, Suite 200
Cary, NC 27519
919-653-5700

Parcel No: 770162344000000

Cross Reference: Memorandum of Lease recorded
on February 18, 2014 in Book 2014 Page 387;
and Assignment and Assumption Agreement recorded
on August 10, 2020 in Book 2020 Page 2882

AMENDED MEMORANDUM OF LEASE

THIS AMENDED MEMORANDUM OF LEASE (the "**Amended Memorandum**") is entered into as of the later of the signature dates below by and between STEPHEN G. PHILLIPS, an individual resident of the State of Iowa, with an address of 1208 15th Street, West Des Moines, IA50265-2302 ("**Lessor**") and TOWERCO 2013 LLC, a Delaware limited liability company, with an address of 5000 Valleystone Drive, Suite 200, Cary, NC 27519 ("**Lessee**").

WHEREAS, Lessor and Interstate Enterprises, Ltd. (predecessor in interest to Lessee, and referred to herein as the "**Original Tenant**"), entered into that certain Land and Easement Agreement dated February 10, 2014 (the "**Agreement**"), for certain real property and easements and/or licenses (collectively, the leased property and easements/licenses are referred to herein as the "**Tower Site**"), which are a portion of that certain parcel of real property located in the City of Truro, County of Madison, State of Iowa, as more particularly described in the Agreement (the "**Property**"). A recorded Memorandum of Lease dated February 10, 2014 and recorded on February 18, 2014 in Book 2014 Page 387 of the official records of Madison County, Iowa provides notice of the Agreement (the "**Memorandum**").

WHEREAS, the interest of Original Tenant in the Agreement was assigned to Lessee, pursuant to that certain recorded Assignment and Assumption Agreement dated July 31, 2020 and recorded on August 10, 2020 in Book 2020 Page 2882 of the official records of Madison County, Iowa.

WHEREAS, the Agreement has an original term, including all renewal terms (as defined in the Agreement), that would terminate on February 29, 2044 (“**Original Term**”), and Lessor and Lessee have entered into an amendment to the Agreement (the “**Amendment**”) dated at or about the date hereof, and do hereby desire to amend the Memorandum by recording this Amended Memorandum to reflect certain of the changes provided for in the Amendment, as more particularly set forth herein.

NOW THEREFORE, Pursuant to the terms of, and for that consideration recited in, the Amendment, the parties have amended certain provisions of the Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. **Expiration Date:** Subject to the terms of the Agreement, and assuming the exercise by Lessee of all renewal options currently in the Agreement, the final expiration date of the Agreement would be February 28, 2069. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Agreement.
2. **Right of First Refusal:** Lessee retains a Right of First Refusal on the Property to the extent that Lessor elects (i) to sell or otherwise transfer to a third party all or any portion of the Tower Site, whether separately or as part of a larger parcel of which the Tower Site is a part, or (ii) to grant to a third party by easement, or other legal instrument, an interest in and to any portion of the Property for any purpose relating to operating and maintaining communications facilities or the management thereof, with or without an assignment of the Agreement to such third party (including but not limited to assignments of rental streams associated with the Agreement. Any transfer in violation of such Right of First Refusal shall be null and void and of no legal effect.
3. **Other.** This Amended Memorandum contains only selected provisions of the Amendment, and reference is made to the full text of the Agreement and the Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the Amendment and this Amended Memorandum, the terms and conditions of the Agreement and the Memorandum remain in full force and effect. This document may be executed in two or more counterparts, each of which shall be treated as a fully executed original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have, pursuant to proper authority, duly executed, sealed, acknowledged and delivered this Amended Memorandum on the later of the signature dates below:

LESSOR:

STEPHEN G. PHILLIPS, an individual
resident of the State of Iowa

By: Stephen G. Phillips
Name: _____
Title: _____
Date: Dec 17, 2020

STATE OF Iowa)
COUNTY OF Adair) ss:

On this 17th day of December, 2020, before me, a Notary Public, personally appeared Stephen G. Phillips, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their voluntary act and deed.

Neil Kennedy
Notary Public
Print Name NEIL KENNEDY
My commission expires: 09-26-2021



(seal)

LESSEE:

TOWERCO 2013 LLC, a Delaware limited liability company

By: *MS*
Name: Mike Smith
Title: CFO
Date: 12/21/20

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

On this 21 day of December, 2020, before me, a Notary Public, in and for said county, personally appeared Mike Smith, to me personally known, who being by me duly (sworn or affirmed) did say that that person is CFO of said TowerCo 2013 LLC and that said instrument was signed on behalf of the said TowerCo 2013 LLC by authority of its board of directors and the said CFO acknowledged the execution of said instrument to be the voluntary act and deed of said TowerCo 2013 LLC by it voluntarily executed.

Charlotte White
Notary Public
Print Name CHARLOTTE WHITE
My commission expires: 4-6-23

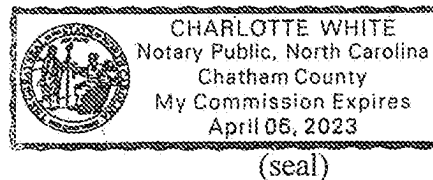


Exhibit A

LEASE AREA/PARCEL "F" DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NW1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 5/8" IRON PIN ON THE NW CORNER OF SAID SECTION 23, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 606.30 FEET TO A 5/8" IRON PIN, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 326.00 FEET TO A 5/8" IRON PIN ON THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.23 ACRES SUBJECT TO ANY EASEMENTS OF RECORD.

INGRESS, EGRESS AND UTILITY EASEMENT DESCRIPTION:

A 20' WIDE PARCEL OF LAND FOR INGRESS, EGRESS AND UTILITIES TO THE ABOVE DESCRIBED PARCEL "F" LOCATED IN A PORTION OF THE NW1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 5/8" IRON PIN ON THE NW CORNER OF SAID SECTION 23, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 606.30 FEET TO A 5/8" IRON PIN ON THE POINT OF BEGINNING, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 20.04 FEET TO A 1/2" IRON PIN, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 427.29 FEET TO A 1/2" IRON PIN, THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO A 5/8" IRON PIN; THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST A DISTANCE OF 426.00 FEET TO THE POINT OF BEGINNING.