

BK: 2019 PG: 731
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Pages 5
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by and Return To:

Christian A. Farmakis
Babst, Calland, Clements and Zomnir, P.C.
Two Gateway Center, 7th Floor
Pittsburgh, PA 15222
(412) 394-5400

MEMORANDUM OF LEASE AMENDMENT AGREEMENT

Crown BU# / Site Name: 856513 / 120th & Rt. 169
Melody Site # / Site Name: U1569M-AT1 / 120th & Rt. 169

THIS MEMORANDUM OF LEASE AMENDMENT AGREEMENT (this "*Memorandum of Amendment*") is made and entered into as of the as of the 21 day of Dec, 2018, but effective as of the 21 day of Dec, 2018 (the "*Effective Date*"), by and between T10 MELTEL LLC, a Delaware limited liability company, formerly known as T10 Unison Site Management LLC ("*Melody*"), and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("*Tenant*"), by and through CCATT LLC, a Delaware limited liability company, its attorney-in-fact, as successor-in-interest to New Cingular Wireless PCS, LLC ("*Crown*").

RECITALS:

WHEREAS, pursuant to that certain Wireless Communication Easement and Assignment Agreement dated April 25, 2013, which was recorded in the real property records of Madison County, IA on May 8, 2013 at Book 2013, Page 1318 (collectively, the "*Site Owner Agreement*"), Melody and Tenant are parties to that certain Option and Lease Agreement dated May 16, 2005 (as the same may have been amended, modified or assigned from time to time, collectively, the "*Lease*"), pursuant to which Tenant leases a portion of the real property located in Madison County, IA, as more particularly described in the Lease and on **Exhibit A** attached hereto (the "*Leased Premises*"); and

WHEREAS, Crown manages, subleases or otherwise controls Tenant's interest in the Lease pursuant to that certain Master Prepaid Lease dated December 16, 2013, by and among AT&T Lessors (as defined therein), AT&T Mobility LLC, and CCATT LLC (the "***Sublease Agreement***"); and

WHEREAS, Melody and Tenant have amended the Lease by a Lease Amendment Agreement (the "***Lease Amendment***") of even date herewith and desire to provide recorded notice of the Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Melody and Tenant agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein as if fully set forth herein.

2. **Extension of Lease Term**. The term of the Lease has been amended as set forth in the Lease Amendment. Subject to the terms, provisions, and conditions of the Lease, as amended by the Lease Amendment, and assuming the exercise by Tenant of all renewal options contained in the Lease as amended by the Lease Amendment, the final expiration date of the Lease would be March 31, 2130.

3. **Effect**. This Memorandum of Amendment is not a complete summary of the terms, provisions and conditions contained in the Lease or the Lease Amendment. In the event of a conflict between this Memorandum of Amendment and the Lease Amendment, the Lease Amendment shall control.

4. **Counterparts**. This Memorandum of Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party.

[Signatures on following page]

IN WITNESS WHEREOF, each Party has caused this Memorandum of Amendment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

TENANT:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By its attorney-in-fact:

CCATT LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: _____
Title: Helen V. Smith
Director Acquisition & Ops

WITNESSES:

Signature: [Signature]
Print Name: J. V. Boudet

Signature: [Signature]
Print Name: Zach Barker

WITNESS AND ACKNOWLEDGEMENT

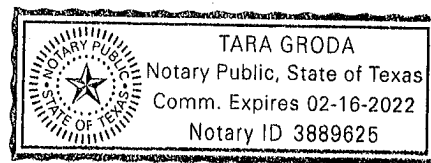
State of Texas
County of Harris

On this 21st day of December, 2018, before me, Tara Groda the undersigned Notary Public, personally appeared Helen V. Smith, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: TARA GRODA
My commission expires: 2/16/2022



[SEAL]

Crown BU# / Site Name: 856513 / 120th & Rt. 169
Melody Site # / Site Name: U1569M-AT1 / 120th & Rt. 169

[SIGNATURES CONTINUE ON NEXT PAGE]

MELODY:

T10 MELTEL LLC

a Delaware limited liability company

Signature: Joshua Oboler

Print Name: Joshua Oboler

Title: Authorized Signatory

WITNESSES:

Signature: Courtney Daniel

Print Name: Courtney Daniel

Signature: Angelica Mazzone

Print Name: Angelica Mazzone

WITNESS AND ACKNOWLEDGEMENT

State of New York

County of New York

On this 4th day of February, 2019, before me, Maria M. Porter, the undersigned Notary Public, personally appeared Joshua Oboler, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

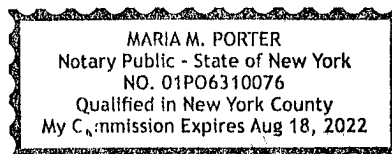
I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maria M. Porter
Notary Public

Print Name: Maria M. Porter

My commission expires: August 18, 2022



[SEAL]

EXHIBIT A

Legal Description

SITUATED IN THE COUNTY OF MADISON, AND STATE OF IOWA:

SOUTHEAST QUARTER (SE 1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-SEVEN (77) NORTH, RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA.

LESS AND EXCEPT:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION TWELVE (12) TOWNSHIP SEVENTY-SEVEN (77) RANGE TWENTY-EIGHT (28) WEST OF THE 5TH P.M. (MADISON COUNTY, IOWA); THENCE SOUTH 137.7 FEET; THENCE NORTHWESTERLY (N 55° - 50' W) 32.8 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY (S 34° - 10' W) 50.0 FEET; THENCE NORTHWESTERLY (N 55° - 50' W) 50.0 FEET; THENCE NORTHEASTERLY (N 34° - 10' E) 50.0 FEET; THENCE SOUTHEASTERLY (S 55° - 50' E) 50.0 FEET TO POINT OF BEGINNING.

TAX I.D. NUMBER: 190031288010000