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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Recorder's Cover Sheet

TITLE OF DOCUMENT: Amendment to Memorandum of Agreement

Preparer Information:
(name, address, phone number)

Melissa Manna, Esq. - TowerCo 2013 LLC

5000 Valleystone Dr., Cary, NC 27519

919-573-8684

Taxpayer Information:
(name, address)

Cedar Valley Motorsports Park, LTD, an Iowa corporation

Attn: Reid E. Kuhlman

PO Box 216, Colesburg, IA 52035

Return Address:
(name, address)

TowerCo 2013 LLC

Attn: Legal Dept.

5000 Valleystone Dr., Cary, NC 27519

Grantor(s):	**Grantee(s):**
Cedar Valley Motorsports Park, LTD.	TowerCo 2013 LLC
PO Box 216, Colesburg, IA 52035	5000 Valleystone Dr., Cary, NC 27519

Legal description:
(or page number location)

See page 7.

Prepared by and after recording return to:
Legal Department
TowerCo 2013 LLC
5000 Valleystone Drive
Cary, NC 27519

(Recorder's Use Above This Line)

STATE OF IOWA Parcel No: 220-02-00-001-00, 220020000119

COUNTY OF DELAWARE

AMENDMENT TO MEMORANDUM OF AGREEMENT

Document Date: March 15, 2013

Grantor/Landlord: CEDAR VALLEY MOTORSPORTS PARK, LTD, an Iowa corporation
Address: Attn: Reid E Kuhlman Po Box 216, Colesburg, IA 52035

Grantee/Tenant: TOWERCO 2013 LLC, a Delaware limited liability company
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Property is attached as Exhibit A.

AMENDMENT TO MEMORANDUM OF AGREEMENT

This Amendment to Memorandum of Agreement ("Amended Memorandum") is made effective as of the later of the signature dates below between CEDAR VALLEY MOTORSPORTS PARK, LTD, an Iowa corporation ("Landlord") and TOWERCO 2013 LLC, a Delaware limited liability company ("Tenant").

1. Landlord and Tenant (as successor in interest to Iowa Wireless Services, LP) are parties to that certain lease agreement dated December 17, 1998 (as amended, the "Lease") for certain real property and easements (collectively the "Premises") which are a portion of that real property owned by Landlord located in the City of Earville, County of Delaware, State of Iowa (the "Land").

2. A Memorandum of Lease was recorded on April 6, 2000 in Book 2000 Page 1077 of the official records of Delaware County, Iowa (the "Original Memorandum").

3. The assignment of the Lease to Tenant was recorded on December 17, 2012 in Book 2012 Page 4342 of the official records of Delaware County, Iowa (the "Assignment"). On September 23, 2008, Iowa Tower Entity 1 LLC, the assignee under the Assignment, was acquired by and merged into Tenant.

4. Landlord and Tenant have amended the Lease and desire to amend the Original Memorandum to reflect the changes set forth in the Lease amendment.

5. The Original Memorandum is amended as follows:

a. Landlord has granted to Tenant an additional four (4) successive five (5) year Renewal Terms (20 years) to the Lease beyond the Original Term, thus extending the total term of the Lease to **February 28, 2050**, unless sooner terminated as provided in the Lease.

b. ***Right of First Refusal.*** If Landlord, at any time during the term of this Lease, receives an offer for the purchase of any interest in either (i) the land underlying the Premises, or (ii) for all or any portion of the Property, and such offer is made from any person or company either (i) associated with or doing business in telecommunications, or (ii) in the business of purchasing or acquiring land rights (including, without limitation, fee ownership, leases, licenses and/or easements) (the "Offer"), then Landlord shall provide Tenant with thirty (30) days written notice ("Offer Notice") prior to Landlord's acceptance of any such Offer. The Offer Notice shall contain (i) the name and address of

the person or company making the Offer, (ii) a description of the property in the Offer, (iii) a description of the interest in the property sought in the Offer; (iv) the purchase price of the Offer, (v) the proposed time for closing, and (vi) any other relevant terms and conditions in such Offer. Tenant shall have the right, within thirty (30) days after the date of receipt of the Offer Notice ("Offer Period"), to elect to purchase the property contained in the Offer Notice on the terms and conditions contained in the Offer Notice by providing notice to Landlord of Tenant's desire to exercise such right. If Tenant fails to exercise its right to purchase the property as provided herein within the Offer Period, then Landlord may sell the property to the offeror specified in the Offer Notice on the same terms and conditions contained therein, provided that after any such sale, this provision shall survive, shall run with the Property, and shall be binding on any and all of Landlord's successors and assigns.

This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Lease and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Lease 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.

[SIGNATURES AND ACKNOWLEDGEMENTS BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Amended Memorandum as of the later of the signature dates below.

LANDLORD:
CEDAR VALLEY MOTORSPORTS PARK, LTD, an Iowa corporation

By: Reid E Kuhlman

Name: Reid E. Kuhlman

Title: Pres.

Date: 3-8-13

LANDLORD ACKNOWLEDGMENT

STATE OF Iowa)
) ss:
COUNTY OF Delaware)

On this 8th day of March, 2013, before me, a Notary Public, in and for said county, personally appeared Reid E. Kuhlman, to me personally known, who being by me duly (sworn or affirmed) did say that that person is President (Insert title of executing officer) of said Cedar Valley Motorsports Park, LTD and that said instrument was signed on behalf of the said Cedar Valley Motorsports Park, LTD by authority of its board of directors and the said President / Reid E. Kuhlman acknowledged the execution of said instrument to be the voluntary act and deed of said Cedar Valley Motorsports Park, LTD by it voluntarily executed.

Tara M. McShane
Notary Public

TARA M. McSHANE
Commission Number 746469
My Commission Expires
April 18, 2013

Print Name Tara M. McShane

My commission expires: 4/18/13 (seal)

TENANT:
TOWERCO 2013 LLC, a Delaware limited liability company

By: _____

Name: Daniel Hunt

Title: Vice President & CFO

Date: 3/15/13

TENANT ACKNOWLEDGMENT

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

On this 15 day of March, 2013, before me, a Notary Public, in and for said county, personally appeared Daniel Hunt, to me personally known, who being by me duly (sworn or affirmed) did say that that person is Vice President & 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 Vice President & CFO acknowledged the execution of said instrument to be the voluntary act and deed of said TowerCo 2013 LLC by it voluntarily executed.

_____
Notary Public

MELISSA MANNA
Notary Public, North Carolina
Wake County
My Commission Expires

Print Name Melissa Manna

My commission expires: 11/13/15 (seal)

EXHIBIT A
Property

Part of the Northwest Quarter of the Northeast Quarter of Section 2, Township 88 North, Range 4, West of the 5th P.M., Delaware County, Iowa, More Particularly described as follows:

Commencing as a point of reference at the Northeast corner of the Northeast One Quarter of Section 2, Township 88 North, Range 4 West of the 5th P.M., Thence South 02° 35' 27" East 961.25 feet along the East line of the said Northeast One Quarter of Section 2; Thence South 87°24' 33" West 1,387.64 feet to the point of beginning. Thence South 37° 41' 33" East 75.00 feet; Thence South 52° 18' 27" West 75.00 feet: Thence North 37° 41' 33" West 75.00 feet: Thence North 52° 18' 27" East 75.00 feet to the point of beginning.