Recorded: 6/22/2015 at 1:02:45.0 PM
Fee Amount: $87.00
Revenue Tax:
Delaware County, Iowa
DEBORAH PEYTON, RECORDER
BK: 2015 PG: 1596

DRAFTED BY
AND RETURN TO:
ATC Sequoia LLC
10 Presidential Way
Woburn, MA 01801
(Prepared by Anthony Rosa, Esq., Telephone No. (866) 586-9377)
Tax I.D. # 240-06-00-008-20

Space Above Line Reserved For Recorder's Use

MEMORANDUM OF LEASE

This Memorandum of Lease (this "***Memorandum***") is entered into on this 16th day of June, 2015 by and between Alltel Communications, LLC, a Delaware limited liability company d/b/a Verizon Wireless, with an office at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, New Jersey (hereinafter referred to as "***LESSOR***"), and ATC Sequoia LLC, a Delaware limited liability company, with an office at 10 Presidential Way, Woburn, MA (hereinafter referred to as "***LESSEE***").

1. LESSOR, LESSEE, Verizon Communications Inc., a Delaware corporation, as guarantor, and the other Verizon Lessors entered into a Master Prepaid Lease ("***MPL***") with an effective date of March 27, 2015, for the purpose of LESSEE managing, operating and maintaining the site legally described in Attachment 1 annexed hereto (the "***Site***"). All of the foregoing is set forth in the MPL.

2. The term of the MPL as to the Site commences on March 27, 2015 and ends on March 26, 2038, unless earlier terminated in accordance with the MPL.

3. LESSOR has granted LESSEE a limited power of attorney (the "***Limited Power of Attorney***"), to, among other things, prepare, negotiate, execute, deliver, record and/or file documents on behalf of LESSOR, all as more particularly described in the Limited Power of Attorney, a copy of which is attached hereto as **Attachment 2** and incorporated herein by this reference.

Capitalized terms used and not defined herein have the respective meanings ascribed to them in the MPL.

This Memorandum may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

The duplicate original copies of the MPL are held at LESSOR'S and LESSEE'S addresses set forth above.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Lease as of the day and year first above written.

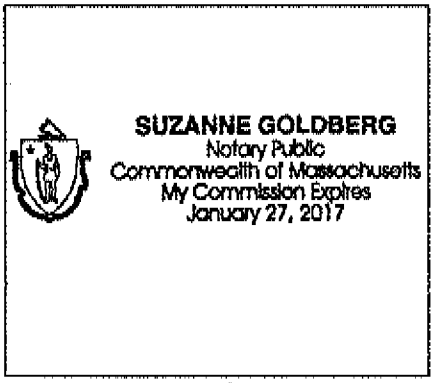
LESSOR:	**LESSEE**:
By ATC Sequoia LLC As Attorney in Fact for Alltel Communications, LLC d/b/a Verizon Wireless	ATC Sequoia LLC
By: _____	By: _____
Shawn Lanier	Edward P. Maggio, Jr.
Title: Vice President, Legal, US Tower	Title: Senior Counsel, US Tower
Date: 6-16-2015	Date: 6/16/15
WITNESSES:	**WITNESSES**:
By: _____ (Signature)	By: _____ (Signature)
Zahra Adam (Print)	Zahra Adam (Print)
By: _____ (Signature)	By: _____ (Signature)
John Fasanello (Print)	John Fasanello (Print)

ATC Site Number: 418474
VZW Site Number: 204545

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 16th of June, 2015, before me, Suzanne Goldberg the undersigned notary public, personally appeared Shawn Lanier, Vice President, Legal of ATC Sequoia LLC as attorney in fact for Alltel Communications, LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 6/16/2015



Suzanne Goldberg
Notary Public
Print Name Suzanne Goldberg
My commission expires 1/27/17

(Use this space for notary stamp/seal)

ATC Site Number: 418474
VZW Site Number: 204545

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 16th of June, 2015, before me, Suzanne Goldberg the undersigned notary public, personally appeared Edward P. Maggio, Jr., Senior Counsel of ATC Sequoia LLC proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as voluntarily for its stated purpose.

Dated: 6/16/2015

SUZANNE GOLDBERG
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 27, 2017

Suzanne Goldberg
Notary Public
Print Name Suzanne Goldberg
My commission expires 1/27/17

(Use this space for notary stamp/seal)

ATC Site Number: 418474
VZW Site Number: 204545

MEMORANDUM OF LEASE
ATTACHMENT 1
LEGAL DESCRIPTION OF LAND

The Lease Area is approximately 6.91 acres, more or less, and described as follows:

Parcel E, Part of the NW 1/4 of the SW 1/4 Section 6, T88N, R5W of the Fifth P.M., Delaware County, Iowa, according to plat recorded in Book 8 Plats, Page 90.

Tax Parcel No. 240-06-00-008-20

For reference see Warranty Deed recorded on 12/19/97 in Book 139, Page 80.

MEMORANDUM OF LEASE
ATTACHMENT 2
LIMITED POWER OF ATTORNEY

[Limited Power of Attorney to follow]

LIMITED POWER OF ATTORNEY

March 27, 2015

KNOW ALL PERSONS BY THESE PRESENTS THAT each of the Persons identified on Schedule A attached hereto as a Verizon Company (collectively, the "***Companies***" and each, a "***Company***"), does hereby grant ATC Sequoia LLC, a Delaware limited liability company ("***Tower Operator***"), this Limited Power of Attorney and does hereby make, constitute and appoint Tower Operator, acting through any of its designated officers and agents, as its true and lawful attorney-in-fact, for it and in its name, place and stead

(i) to prepare, review, negotiate, execute, purchase, take assignment of, deliver, record, and/or file:

- any waiver, amendment, extension or renewal of and/or to any Ground Lease, any new Ground Lease, any non-disturbance agreement and any other agreement reasonably required to effectuate the extension of the term of possession of any Ground Lease (which may include adding or modifying other terms and provisions of such agreements that Tower Operator, in its reasonable business judgment, determines are desirable or necessary) or any other document relating to or evidencing any Ground Lease or new Ground Lease required for Tower Operator's operation of a Site, that (A) Tower Operator determines in good faith is on commercially reasonable terms, (B) is of a nature and on terms to which Tower Operator would agree (in light of the circumstances and conditions that exist at such time) in the normal course of business if it were the direct lessee under the related Ground Lease rather than a sublessee thereof pursuant to this Agreement, and (C) does not reduce the rights of any Company or Affiliate thereof with respect to the Site or its use of the Site or impose additional obligations on any Company or Affiliate thereof;

- any waiver, amendment, modification, extension or renewal of any Collocation Agreement, any new site supplement or site sublease or any other document relating to any Collocation Agreement; or

- any other document contemplated and permitted by the Master Prepaid Lease or the Management Agreement or necessary to give effect to the intent of the Master Prepaid Lease or the Management Agreement or the transactions contemplated by the Master Prepaid Lease, the Management Agreement or the other Transaction Documents referred to in the Master Prepaid Lease.

(ii) to prepare, negotiate, execute, deliver and/or submit any applications or requests for Governmental Approvals, including, without limitation with respect to Zoning Laws, related to operating the site or to support the needs of a Tower Subtenant.

All parties dealing with Tower Operator, in its capacity as attorney-in-fact hereunder, in connection with the undersigned parties' affairs as described herein, may fully rely upon the power and authority of Tower Operator, in its capacity as attorney-in-fact hereunder, to act for

the undersigned and on the undersigned parties' behalf and in the undersigned parties' names, and may accept and rely upon the documents and agreements entered into, executed, sent, delivered, recorded, and/or filed by Tower Operator, in its capacity as attorney-in-fact hereunder.

For purposes of this Limited Power of Attorney, the following capitalized terms shall have the following meanings:

"***Available Space***" means, as to any wireless communications site, the portion of the communications towers or other support structures on the wireless communications sites from time to time and the tracts, pieces or parcels of land constituting such wireless communications site, together with all easements, rights of way and other rights appurtenant thereto not constituting certain space occupied by the Companies that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

"***Collocation Agreement***" shall mean an agreement, including master leases, between any Company or Tower Operator, on the one hand, and a third party, on the other hand, pursuant to which such Company or Tower Operator, as applicable, rents or licenses to such third party space at any wireless communications site (including space on a communications tower), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

"***Governmental Approvals***" means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

"***Governmental Authority***" means, with respect to the Companies or any wireless communications site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over the Companies or any in any wireless communications site.

"***Ground Lease***" shall mean the ground lease, sublease, easement, license or other agreement or document pursuant to which any Company holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in any wireless communications site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such wireless communications site), and including all amendments, modifications, supplements, assignments, guarantees, side letters and other documents related thereto.

"***Law***" means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or administrative, judicial, or regulatory injunction, order, decree, judgment, sanction, award or writ of any nature of, or issued by, any Governmental Authority.

"***Management Agreement***" shall mean the Management Agreement dated as of March 27, 2015, among Tower Operator, the Companies party thereto and the other parties thereto.

"***Master Prepaid Lease***" shall mean the Master Prepaid Lease dated as of March 27, 2015, among the Companies party thereto, Verizon Communications Inc., a Delaware corporation, as guarantor, and Tower Operator and the other parties thereto.

"***Tower Subtenant***" means, as to any wireless communications site, any individual, corporation, limited liability company, partnership, association, trust or any other entity or organization (other than the Companies) that (i) is a "sublessee", "licensee" or "sublicensee" under any Collocation Agreement affecting the right to use the Available Space at such wireless communications site (prior to the effective date of the Master Prepaid Lease); or (ii) subleases, licenses, sublicenses or otherwise acquires from Tower Operator the right to use Available Space at such wireless communications site (from and after the effective date of the Master Prepaid Lease).

"***Transaction Documents***" means, Memorandum of Agreements, the Master Agreement, the Master Lease Agreement, the Sale Site MLA, the Collateral Agreements and all other documents to be executed by the parties in connection with the consummation of transactions contemplated by the Master Agreement, the Master Lease Agreement, the Sale Site MLA and this Agreement.

"***Zoning Laws***" means any zoning, land use or similar Laws, including Laws relating to the use or occupancy of any communications towers or property, building codes, development orders, zoning ordinances, historic preservation laws and land use regulations.

Tower Operator hereby agrees to use this Limited Power of Attorney in accordance with and subject to the terms and conditions of the Master Prepaid Lease and the Management Agreement, acknowledges that this Limited Power of Attorney only applies to those wireless communications sites subject to such agreements, agrees that this Limited Power of Attorney is subject to the indemnification provisions of Section 4(b)(v) of the Master Prepaid Lease, and understands and agrees that this Limited Power of Attorney may be revoked and terminated in accordance with Sections 4(b)(iv), 5(d) or 6(c) of the Master Prepaid Lease. The parties acknowledge and agree that, unless earlier revoked and terminated in accordance with such provisions of the Master Prepaid Lease, this Limited Power of Attorney with respect to any particular site shall expire at the end of the term for the applicable wireless communications site as set forth in Section 9(a) of the Master Prepaid Lease.

Each of the Companies hereby acknowledges and agrees that Tower Operator may derive benefit, either directly or indirectly, tangible or intangible, or for full or nominal consideration, from or in connection with the amendments and the closing of the same and hereby expressly agrees that nothing contained in this Limited Power of Attorney instrument shall prohibit or be construed or deemed to prohibit the derivation of such benefit by Tower Operator.

This Limited Power of Attorney may not be used by Tower Operator to execute on behalf of any Company any of the following:

- any document that provides for the acquisition of a fee simple interest in real property or the purchase of assets by Tower Operator in the name of such Company or any of its affiliates;

- any document that provides for the incurrence of indebtedness for borrowed money in the name of, of any guarantee by, such Company or any of its affiliates, or purports to grant any mortgage, pledge or other security interest on the interest of such Company or any of its affiliates;

- any document that is between or among Tower Operator or any of its affiliates, on the one hand, and such Company or any of its affiliates, on the other hand; provided that powers of attorney used for recording, in each County and State, all memoranda of lease, sublease and management agreements contemplated by the Master Prepaid Lease or any other Transaction Document referred to in the Master Prepaid Lease shall be excluded from this exception;

- any document that would permit a party to (i) interfere with any Company's or any Company's affiliates' operations or communications equipment at a Site or (ii) interfere with or cause a cessation of any Company's or any Company's affiliates' services at a Site;

- any document the execution or entering in of which is not expressly authorized by the terms of this Limited Power of Attorney; or

- any document that settles or compromises any dispute unrelated to a Ground Lease or any dispute between Tower Operator and any Company or its affiliates related to a Ground Lease.

Each of the Companies and Tower Operator hereby acknowledge and agree that this Limited Power of Attorney may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though Companies and Tower Operator are not signatories to the original or the same counterpart. Companies and Tower Operator agree that a photocopy or otherwise electronically reproduction of this Limited Power of Attorney may be relied upon by a third party as an original.

[Signature Page Follows]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 17 day of April, 2015.

WITNESSES:

Name: Margaret Salem

Name: CAROL A. TODD

COMPANIES:

ON BEHALF OF EACH OF THE COMPANIES LISTED ON SCHEDULE A

By: _____
Name: Michael Haberman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) ss.:
COUNTY OF SOMERSET)

Be it remembered that on the 17th day of April, 2015, before me, the undersigned Notary Public, personally appeared Michael Haberman personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument) and this person acknowledged under oath, to my satisfaction that:

(a) he is the Authorized Signatory of the entities named as Companies in the attached instrument, as set forth on Schedule A to said instrument;

(b) he is authorized to execute the attached instrument on behalf of the Companies;

(c) he executed the attached instrument on behalf of and as the act of the Companies; and

(d) the attached instrument was signed and made by the Companies as each of their duly authorized and voluntary act.

Witness my hand and official seal.

_____
Notary

[NOTARIAL SEAL]

My Commission Expires: LUANNE DE ROSE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/12/2016

[Signature Page to Power of Attorney]

IN WITNESS WHEREOF, each party has caused its name to be subscribed hereto by its duly authorized officer this 22 day of April 2015.

WITNESSES:

Name: Andrew V Rose

Name: Rachel Murray

TOWER OPERATOR:

By:

Name: Edmund DiSanto

Title: Executive Vice President, General Counsel & Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS)
) ss.:
COUNTY OF SUFFOLK)

Be it remembered that on the 22 day of April, 2015, before me, the undersigned Notary Public, personally appeared Edmund DiSanto, personally known to me (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and this person acknowledged under oath, to my satisfaction that:

(a) he is the Executive Vice President, General Counsel & Chief Administrative Officer of the entity authorized to sign on behalf of the entity named as Tower Operator in the attached instrument;

(b) he is authorized to execute the attached instrument on behalf of the Tower Operator;

(c) he executed the attached instrument on behalf of and as the act of the Tower Operator; and

(d) the attached instrument was signed and made by Tower Operator a duly authorized and voluntary act.

Witness my hand and official seal.

Notary

[NOTARIAL SEAL]

CHRISTINE M. BRENNAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires July 10, 2020

My Commission Expires: July 10, 2020

[Signature Page to Power of Attorney]

Schedule A

COMPANIES

Allentown SMSA Limited Partnership
Alltel Central Arkansas Cellular Limited Partnership
Alltel Communications of Arkansas RSA #12 Cellular Limited Partnership
Alltel Communications of LaCrosse Limited Partnership
Alltel Communications of Mississippi RSA #2, Inc.
Alltel Communications of North Carolina Limited Partnership
Alltel Communications of Nebraska LLC
Alltel Communications of Saginaw MSA Limited Partnership
Alltel Communications Southwest Holdings, Inc.
Alltel Communications Wireless of Louisiana, Inc.
Alltel Communications Wireless, Inc.
Alltel Communications, LLC
Alltel Northern Arkansas RSA Limited Partnership
Anderson CellTelCo
Athens Cellular, Inc.
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
Bell Atlantic Mobile of Rochester, L.P.
Binghamton MSA Limited Partnership
Bismarck MSA Limited Partnership
California RSA No. 4 Limited Partnership
California RSA No. 3 Limited Partnership
Cellco Partnership
Cellular Inc. Network Corporation
Charleston-North Charleston MSA Limited Partnership
Chicago SMSA Limited Partnership
Colorado 7-Saguache Limited Partnership
Colorado RSA No. 3 Limited Partnership
Dallas MTA, L.P.
Danville Cellular Telephone Company Limited Partnership
Dubuque MSA Limited Partnership
Duluth MSA Limited Partnership

Fayetteville MSA Limited Partnership
Fresno MSA Limited Partnership
Gadsden CellTelCo Partnership
Gila River Cellular General Partnership
Gold Creek Cellular of Montana Limited Partnership
GTE Mobilnet of California Limited Partnership
GTE Mobilnet of Fort Wayne Limited Partnership
GTE Mobilnet of Indiana Limited Partnership
GTE Mobilnet of Indiana RSA #3 Limited Partnership
GTE Mobilnet of Santa Barbara Limited Partnership
GTE Mobilnet of South Texas Limited Partnership
GTE Mobilnet of Terre Haute Limited Partnership
GTE Mobilnet of Texas RSA #17 Limited Partnership
GTE Wireless of the Midwest Incorporated
GTE Mobilnet of Florence, Alabama Incorporated
Idaho 6-Clark Limited Partnership
Idaho RSA No. 2 Limited Partnership
Idaho RSA 3 Limited Partnership
Illinois RSA 1 Limited Partnership
Illinois RSA 6 and 7 Limited Partnership
Illinois SMSA Limited Partnership
Indiana RSA 2 Limited Partnership
Iowa 8-Monona Limited Partnership
Iowa RSA No. 4 Limited Partnership
Iowa RSA 5 Limited Partnership
Jackson Cellular Telephone Co., Inc.
Kentucky RSA No. 1 Partnership
Lafayette Cellular Telephone Company
Los Angeles SMSA Limited Partnership
Michigan RSA #9 Limited Partnership
Missouri RSA #15 Limited Partnership
Missouri RSA 2 Limited Partnership
Missouri RSA 4 Limited Partnership
Modoc RSA Limited Partnership
Muskegon Cellular Partnership
North Central RSA 2 of North Dakota Limited Partnership

New Hampshire RSA 2 Partnership
New Mexico RSA 3 Limited Partnership
New Mexico RSA No. 5 Limited Partnership
New Mexico RSA 6-I Partnership
New Par
New York RSA No. 3 Cellular Partnership
New York SMSA Limited Partnership
North Dakota RSA No. 3 Limited Partnership
North Dakota 5-Kidder Limited Partnership
Northeast Pennsylvania SMSA Limited Partnership
Northern New Mexico Limited Partnership
Northwest Arkansas RSA Limited Partnership
Northwest Dakota Cellular of North Dakota Limited Partnership
NYNEX Mobile Limited Partnership 1
NYNEX Mobile Limited Partnership 2
NYNEX Mobile of New York, L.P.
Oklahoma RSA No. 4 South Partnership
Omaha Cellular Telephone Company
Orange County-Poughkeepsie Limited Partnership
Pascagoula Cellular Partnership
Pennsylvania RSA 1 Limited Partnership
Pennsylvania 3 Sector 2 Limited Partnership
Pennsylvania 4 Sector 2 Limited Partnership
Pennsylvania RSA No. 6 (I) Limited Partnership
Pennsylvania RSA No. 6 (II) Limited Partnership
Petersburg Cellular Partnership
Pittsburgh SMSA Limited Partnership
Pittsfield Cellular Telephone Company
Portland Cellular Partnership
Redding MSA Limited Partnership
Rockford MSA Limited Partnership
RSA 7 Limited Partnership
Rural Cellular Corporation
Sacramento-Valley Limited Partnership
San Antonio MTA, L.P.
San Isabel Cellular of Colorado Limited Partnership
Seattle SMSA Limited Partnership
Sioux City MSA Limited Partnership
Southern Indiana RSA Limited Partnership
Southwestco Wireless, L.P.

Springfield Cellular Telephone Company
St. Joseph CellTelCo
Syracuse SMSA Limited Partnership
Texas RSA 7B2 Limited Partnership
Texas RSA #11B Limited Partnership
Topeka Cellular Telephone Company, Inc.
Tuscaloosa Cellular Partnership
Tyler/Longview/Marshall MSA Limited Partnership
Upstate Cellular Network
Verizon Wireless (VAW) LLC
Verizon Wireless of the East LP
Vermont RSA Limited Partnership
Virginia 10 RSA Limited Partnership
Virginia RSA 2 Limited Partnership
Virginia RSA 5 Limited Partnership
Verizon Wireless Personal Communications LP
Verizon Wireless Tennessee Partnership
Wasatch Utah RSA No. 2 Limited Partnership
Waterloo MSA Limited Partnership
Wisconsin RSA #1 Limited Partnership
Wisconsin RSA #2 Partnership
Wisconsin RSA #6 Partnership, LLP
Wisconsin RSA No. 8 Limited Partnership
WWC Texas RSA LLC
Wyoming 1-Park Limited Partnership