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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: 876949 / Ory Site
Melody Site # / Site Name: R1955M-CC02 / Ory Site

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 T14 MELTEL LLC, a Delaware limited liability company, formerly known as T14 Unison Site Management LLC ("*Melody*"), and STC FIVE LLC, a Delaware limited liability company ("*Tenant*"), by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney-in-fact, as successor-in-interest to Sprint Spectrum L.P. ("*Crown*").

RECITALS:

WHEREAS, pursuant to that certain Wireless Communication Easement and Assignment Agreement dated September 29, 2014, which was recorded in the real property records of Madison County, IA on October 8, 2014 at Book 2014, Page 2542 (collectively, the "*Site Owner Agreement*"), Melody and Tenant are parties to that certain PCS Site Agreement dated May 28, 1997 (as the same may have been amended, modified or assigned from time to time, collectively, the "*Site Lease Agreement*"), a Memorandum of PCS Site Agreement of which was recorded in the real property records of Madison County, Iowa on June 3, 1997 at Book 44, Page 131 (or as Instrument Number 3410) (as the same may have been amended, modified or assigned from time to time, collectively, the "*Memorandum*") and, collectively with the Site Lease Agreement, the

“*Lease*”), pursuant to which Tenant leases a portion of the real property located in Madison County, Iowa, as more particularly described in the Lease (the “*Leased Premises*”); and

WHEREAS, Crown manages, subleases or otherwise controls Tenant’s interest in the Lease pursuant to that certain Master Lease and Sublease executed and effective as of May 26, 2005, by and among STC Five LLC, Sprint Spectrum L.P., Global Signal Acquisitions II LLC, and Global Signal Inc., as amended by that certain Amendment No. 5 dated January 27, 2006 (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 May 28, 2121.

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:

STC FIVE LLC,
a Delaware limited liability company

By its attorney-in-fact:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: R. Christopher Mooney
Title: Vice President

WITNESSES:

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

Signature: [Signature]
Print Name: Zach Berk

WITNESS AND ACKNOWLEDGEMENT

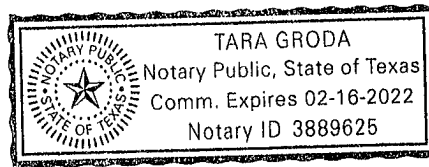
State of Texas
County of Harris

On this 21st day of December 2018, before me, Tara Groda the undersigned Notary Public, personally appeared R. Christopher Mooney, 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: 2/14/2022



[SEAL]

Crown BU# / Site Name: 876949 / Ory Site
Melody Site # / Site Name: R1955M-CC02 / Ory Site

[SIGNATURES CONTINUE ON NEXT PAGE]

MELODY:

T14 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

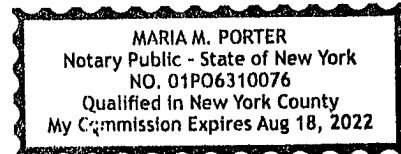
State of New York
County of New York

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
(to be attached)