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Sheryl J. Dowling

REGISTER OF DEEDS



THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC
Nicholas J. Winters, Esq.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304-5086

AFTER RECORDING, RETURN TO:

Crown Castle
1220 Augusta Dr. Ste. 500
Houston, TX. 77057

MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT

See Exhibit "A" for Legal Description, Common Address and Parcel No.

THIS MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT (this "Memorandum") is made this 13 day of August, 2012, by and between **SOUTHROADS SHOPPING CENTER LIMITED LIABILITY COMPANY** ("Landlord"), whose address is 1001 Fort Crook Road N., #140, Bellevue, Nebraska 68005, and **STC FIVE LLC**, a Delaware limited liability company ("Tenant"), by and through its attorney-in-fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, with its principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord, as lessee, and Woodmen of the World Life Insurance Society, a Nebraska corporation ("Woodmen"), as lessor, are the current parties to that certain Lease dated June 29, 1965, originally by and between Alan Baer and J. D. Diesing, as Trustees of the E. John Brandeis Trust, as lessee, and Woodmen, as lessor, which is applicable to Landlord's Property, as defined below (as such Lease has been amended and assigned, the "Prime Lease");

WHEREAS, Landlord derives its right to lease the Leased Premises to Tenant pursuant to the Prime Lease;

WHEREAS, Landlord and Tenant are the current parties under that certain PCS Site Agreement dated June 22, 2000, having a commencement date of June 22, 2000, originally by and between Sprint Spectrum L.P., a Delaware limited partnership ("Sprint"), as tenant, and Landlord (erroneously referred to therein as "United Investment Group Venture"), as landlord, a memorandum of which was recorded on November 20, 2001 as Instrument Number 2001-38432 with the Sarpy County Register of Deeds, as assigned by Sprint to Tenant pursuant to that certain General Assignment and Assumption Agreement executed and effective May 26, 2005 (the "Lease");

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to PCS Site Agreement dated the same date as this Memorandum, by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum with the Sarpy County Register of Deeds; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the "Leased Premises"), located on a portion of the property leased by Landlord under the Prime Lease that is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("Landlord's Property").

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
3. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on June 22, 2000, with eight (8) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will terminate on June 21, 2045.
4. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
5. The Amended Lease provides that in the event Landlord (or its successors or assigns) becomes the fee owner of the Leased Premises and the Prime Lease is terminated, the Amended Lease shall continue in full force and effect as a direct lease between Landlord (or its successors or assigns), as the fee owner of the Leased Premises, and Tenant.

6. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
7. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[remainder of page intentionally left blank; signatures begin on the following page]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first written above.

LANDLORD:

SOUTHROADS SHOPPING CENTER
LIMITED LIABILITY COMPANY,
a Delaware limited liability company

By: Steve Strack

Name: STEVE STRACK

Title: GENERAL MANAGER

Date: 8/13/12

ACKNOWLEDGEMENT

STATE OF Nebraska)
) SS
COUNTY OF Sarpy)

On this, the 13th day of August, 2012, before me Michele Hatcher
Notary Public, the undersigned officer, Steve Strack, ^{mh} personally appeared
Steve Strack, who acknowledged him/herself to be the
Property Manager of Southroads Shopping
Center Limited Liability Company, a Delaware limited liability company, and that he/she, being
authorized to do so, executed the foregoing Memorandum of First Amendment to PCS Site
Agreement for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Michele L. Hatcher
Notary Public, State of Nebraska, County of Sarpy
Acting in the County of Sarpy
My Commission Expires:
8/16/2015



TENANT:

STC FIVE LLC,
a Delaware limited liability company

By: **Global Signal Acquisitions II LLC,**
a Delaware limited liability company

Its: **Attorney-in-Fact**

By: _____

Name: R. Christopher Mooney
Vice President

Title: _____

Date: 8-24-12

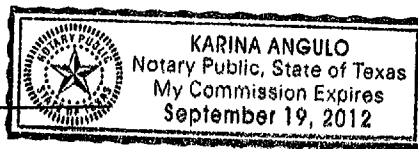
ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 24 day of August, 2012, before me Karina Angulo,
Notary Public, the undersigned officer, personally appeared
R. Christopher Mooney, who acknowledged ~~him~~ himself to be the
Vice President of Global Signal Acquisitions
II LLC, a Delaware limited liability company, the Attorney-in-Fact for STC Five LLC, a
Delaware limited liability company, and that he/she, being authorized to do so, executed the
foregoing Memorandum of First Amendment to PCS Site Agreement for the purposes therein
contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Karina Angulo



Notary Public, State of Texas, County of Harris
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

A tract of land lying wholly within the Southwest Quarter of Section 14, Township 14 North, Range 13 East of the 6th P.M. in Sarpy County, Nebraska, containing the following parcels of land: All of Lots 2C1A, 2C1B, 2C2, 3, 4A2, 4A2B, 4C, 5A, 5A2, 5C, 6A1A1, 6A1A2, 6A1A3, 6B, 7A1, 7B, 8A, 8A1, 8A2, 8A3, 8C and 8D, of Clinton's Subdivision in said Section 14, all of Tax Lots F2B1B1, F2B1B2 and G4 in said Section 14, all of Lots 7 and 10 and part of Lots 11 and 12 in Lawndale, a subdivision in said Section 14, all of Lots 1 and 2 and part of Lots 3, 6 and 7, in Jull's Subdivision in said Section 14, also portions of vacated Prairie Avenue, all being more particularly described as follows: Beginning at the intersection of the East right of way line of State Highway 73-75, and the North right of way line of Childs Road; thence North 15°20'02" West (assumed bearing), along said East right of way line of State Highway 73-75, 488.69 feet; thence continuing along said East right of way line, along a curve to the left, with a radius of 2,914.90 feet and an arc length of 462.94 feet (chord bearing North 20°21'12" West, 462.46 feet), to the intersection of said East right of way line and the South right of way line of Brewster Road; thence North 73°25'50" East along said South right of way line, 654.09 feet; thence North 60°00'48" East, continuing along said South right of way line, 354.84 feet; thence North 74°31'17" East continuing along said South right of way line 20.55 feet; thence South 00°15'35" West, 134.81 feet; thence South 88°27'10" East, 107.52 feet; thence South 00°37'45" West, 3.50 feet; thence South 88°27'10" East, 3.00 feet; thence North 00°37'45" West, 3.50 feet; thence South 89°19'25" East 94.31 feet; thence South 00°09'16" West, 76.14 feet; thence North 87°15'31" East, 82.20 feet; thence South 00°54'27" West, 71.73 feet; thence North 89°11'48" West, 35.42 feet; thence South 00°15'43" West, 610.98 feet; thence North 89°45'33" West, 29.54 feet; thence South 55°03'43" West, 15.00 feet; thence South 34°56'17" East, 349.60 feet; thence South 10°19'57" East, 36.03 feet to a point on the North right of way line of Childs Road; thence South 89°57'58" West, along North right of way line of Childs Road, 1,099.18 feet, to the point of beginning.

Except that part thereof more particularly described as follows:

A tract of land located in Tax Lot L, in the Southwest Quarter of Section 14, Township 14 North, Range 13 East of the 6th P.M. in Sarpy County, Nebraska, more particularly described as follows: Beginning at the Southwest corner of said Tax Lot L, said point also being the intersection of the East right of way line of Nebraska Highway 73-75 and the North right of way line of Childs Road; thence North 15°20'02" West (assumed bearing), along the East right of way line of Nebraska Highway 73-75, a distance of 13.48 feet; thence North 89°57'58" East, along a line parallel to said North right of way line of Childs Road; a distance of 588.56 feet; thence South 00°02'02" East, 13.00 feet, to a point on the North right of way line of Childs Road; thence South 89°57'58" West, along the North right of way line of Childs Road, a distance of 585.00 feet, to the point of beginning.

NOTE: The above premises is sometimes described as Lot L, Clinton's Subdivision, in said Section 14, Township 14 North, Range 13 East of the 6th P.M. in Sarpy County, Nebraska.

Tax Parcel Identification Number: 010508732

Common Address: 1001 Fort Crook Road N., Bellevue, Nebraska 68005

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