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**MEMORANDUM OF AGREEMENT REGARDING GROUND LEASE**

This Memorandum of Agreement Regarding Ground Lease (the "Memorandum") is made this 25<sup>th</sup> day of JUNE, 2013, by and between **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company ("Landlord"), whose address is Crown Castle Towers 09 LLC, c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal - Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317, and **CROWN CASTLE MU LLC**, a Delaware limited liability company, f/k/a Mountain Union Telecom, LLC ("Tenant"), whose address is Crown Castle MU LLC, c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Legal - Real Estate Dept., 2000 Corporate Drive, Canonsburg, PA 15317.

**RECITALS**

WHEREAS, Landlord and Tenant are the current parties under that certain Site Lease with Option dated September 28, 2001 (the "Lease Agreement"), having a commencement date of December 15, 2001, originally by and between JNP Investments, LLC ("JNP"), as the original landlord, and Cricket Nebraska Property Company, a Delaware corporation ("Cricket"), as the original tenant, for property located in Lancaster County, Nebraska, as memorialized by that certain Memorandum of Lease and Option recorded on November 8, 2004 as Document Number 2004-72917 in the Public Records of Lancaster County, Nebraska (the "Public Records");

WHEREAS, James M. Young and Mary J. Young, husband and wife, as joint tenants with right of survivorship, and not as tenants in common (collectively, "Young") are the successor in title to JNP, the original landlord under the Lease Agreement;

WHEREAS, the interest of Cricket in the Lease Agreement was assigned to Tenant pursuant to that certain Assignment and Assumption of Site Lease with Option dated October 31, 2005 and recorded on November 28, 2005 as Document Number 2005069832 in the Public Records;

WHEREAS, the Lease Agreement was amended by that certain First Amendment to Site Lease with Option dated June 9, 2009 by and between Tenant, as tenant, and Young, as landlord, as memorialized by that certain First Amendment to Memorandum of Lease and Option dated June 9, 2009 and recorded May 7, 2012 as Document Number 2012021242 in the Public Records (hereinafter, the Lease Agreement, as amended and/or assigned, is referred to as the "Lease");

WHEREAS, Young's interest in the Lease was assigned to Landlord in the Easement which is dated June 24, 2013;

WHEREAS, the parties have modified the terms of the Lease by that certain Agreement Regarding Ground Lease dated the same date as this Memorandum, by and between Landlord and Tenant, and wish to provide record notice of the Lease as amended thereby (hereafter, the Lease, as amended is referred to as the "Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records; and

WHEREAS, the Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

### **OPERATIVE PROVISIONS**

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

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The Lease will expire on December 14, 2106.
3. The parties consent to the recording of this Memorandum in the Public Records and agree that this Memorandum shall be executed in recordable form.
4. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

*[Remainder of page intentionally left blank. Signatures to follow.]*

IN WITNESS WHEREOF, Landlord and Tenant having read the foregoing and intending to be legally bound hereby, have executed this Memorandum as of the day and year first written above.

**LANDLORD:**

**CROWN CASTLE TOWERS 09 LLC**, a  
Delaware limited liability company

By: Angela A. Siebe

Name: Angela Siebe

Director

Title: Land Acquisition Operations

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 ) SS  
COUNTY OF HARRIS )

On this, the 25 day of JUNE, 2013, before me KELSER MCMILLER,  
Notary Public, the undersigned officer, personally appeared  
ANGELA A. SIEBE, who acknowledged him/herself to be the  
DIRECTOR of Crown Castle  
Towers 09 LLC, a Delaware limited liability company, and that he/she, being authorized to do  
so, executed the foregoing Memorandum of Agreement Regarding Ground Lease for the  
purposes therein contained.

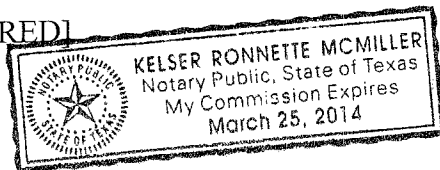
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kelsi McMiller

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-25-14

[SEAL REQUIRED]



TENANT:

CROWN CASTLE MU LLC,  
a Delaware limited liability company

By: Angela A. Siebe

Name: Angela Siebe

Director

Title: Land Acquisition Operations

ACKNOWLEDGEMENT

STATE OF TEXAS )  
) SS  
COUNTY OF HARRIS )

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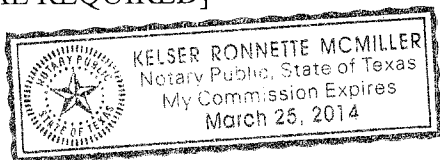
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Kel Miller

Notary Public, State of Texas, County of Harris

My Commission Expires: 3-25-14

[SEAL REQUIRED]



**EXHIBIT "A"**

**LEASED PREMISES AND ACCESS AND UTILITY EASEMENTS**

**SIMOND LEASED PREMISES:**

A 1,621 square foot (0.04± acres) Tower Easement, situated in Lot 2, SIMOND'S SUBDIVISION, in Section 9, Township 10 North, Range 7 East, in Lancaster County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of said Lot 2 (Fnd. 1" Pipe), said corner also being the on North Right of Way line of SEWARD AVENUE (Public R/W); thence along said North Right of Way line, South 87°50'27" West, a distance of 114.94 feet; thence leaving said North Right of Way line, North 00°38'40" East, a distance of 13.43 feet to the POINT OF BEGINNING; thence North 88°05'13" West, a distance of 53.02 feet; thence North 00°38'40" East, a distance of 30.57 feet; thence South 88°05'13" East, a distance of 53.02 feet; thence South 00°38'40" West, a distance of 30.57 feet to the POINT OF BEGINNING.

**ACCESS AND UTILITY EASEMENTS:**

An 812 square foot (0.02± acres) Access/Utility Easement, situated in Lot 2, SIMOND'S SUBDIVISION, in Section 9, Township 10 North, Range 7 East, in Lancaster County, Nebraska, more particularly described as follows:

COMMENCING at the Southeast Corner of said Lot 2 (Fnd. 1" Pipe), said corner also being the on North Right of Way line of SEWARD AVENUE (Public R/W); thence along said North Right of Way line, South 87°50'27" West, a distance of 114.94 feet to the POINT OF BEGINNING; thence continuing South 87°50'27" West, a distance of 53.07 feet; thence leaving said North Right of Way line, North 00°38'40" East, a distance of 17.20 feet; thence South 88°05'13" East, a distance of 53.02 feet; thence South 00°38'40" West, a distance of 13.43 feet to the POINT OF BEGINNING.

Parent Parcel Tax I.D. Number: 17-09-250-002-000  
Common Address: 6710 Seward Ave., Lincoln, Nebraska 68507