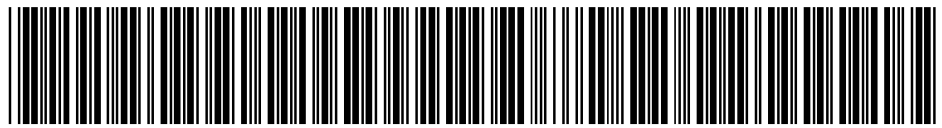




MISC 2017073591



SEP 15 2017 13:03 P 6

Fee amount: 40.00
FB: 66-07360
COMP: DW

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
09/15/2017 13:03:57.00



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THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC
Erin K. Collins, Esq.
39577 Woodward Avenue, Suite 300
Bloomfield Hills, Michigan 48304
(248) 203-0700

AFTER RECORDING RETURN TO AND

Crown Castle
1220 Augusta Drive, Suite 500
Houston, TX 77057

() -

MEMORANDUM OF FOURTH AMENDMENT TO PCS SITE AGREEMENT

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

THIS MEMORANDUM OF FOURTH AMENDMENT TO PCS SITE AGREEMENT (this "Memorandum") is made this 13 day of September, 2017, by and between **FRANK R. KREJCI** ("Landlord"), having a mailing address of 1505 North 203rd Street, Elkhorn, Nebraska 68022, 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, whose mailing address is c/o Crown Castle USA Inc., Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain PCS Site Agreement dated as of May 23, 1996, with a commencement date of May 23, 1996, originally by and between MajorCo., L.P., a Delaware limited partnership ("MajorCo."), as tenant, and Landlord, as landlord (the "Original Lease"), a memorandum of which was recorded on November 14, 1996, in Book 1193, Page 413 in the Public Records of Douglas County, Nebraska (the "Public Records"), and re-recorded July 31, 1997, in Book 1217, Page 738 in the Public Records;

WHEREAS, the Original Lease was amended by that certain (i) Amendment to PCS Site Agreement dated August 26, 1998; (ii) Second Amendment to PCS Site Agreement dated April 27, 2011, a memorandum of which was recorded on May 31, 2011, as Instrument No. 2011045720 in the Public Records; and (iii) Third Amendment to PCS Site Agreement dated

August 4, 2011, a memorandum of which was recorded on August 19, 2011, as Instrument No. 2011070399 in the Public Records;

WHEREAS, Tenant is the successor in interest to MajorCo.;

WHEREAS, the Original Lease as amended and assigned is referred to herein as the "Lease";

WHEREAS, the parties have modified the terms of the Lease by that certain Fourth Amendment to PCS Site Agreement dated the same date as this Memorandum, by and between Landlord and Tenant (the "Fourth Amendment"), 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 in the Public Records; 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 Landlord's property that is more particularly described on Exhibit "A" attached hereto and incorporated 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. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The current term of the Amended Lease will expire on May 22, 2021, after which Tenant has the right to extend the term of the Amended Lease for fourteen (14) renewal terms of five (5) years each. The term of the Amended Lease, including all renewal terms, if exercised, will expire on May 22, 2091.
5. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to the Leased Premises, upon the terms and conditions more particularly set forth in the Fourth Amendment.

7. The Amended Lease provides Tenant with an irrevocable option to lease up to a maximum of two hundred (200) square feet of Landlord's Property adjacent to the Leased Premises, upon the terms and conditions more particularly set forth in the Fourth Amendment.
8. 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.
9. 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:

Frank R Krejci
FRANK R. KREJCI

Date: August 23, 2017

ACKNOWLEDGEMENT

STATE OF Nebraska)
) SS
COUNTY OF Douglas)

On this, the 23 day of August, 2017, before me, the undersigned Notary Public, personally appeared Frank R. Krejci, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Memorandum of Fourth Amendment to PCS Site Agreement, and acknowledged that she/he executed the same for the purposes therein contained.

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

Marilyn J Ellingson
Notary Public, State of NE, County of Douglas
Acting in the County of
My Commission Expires:



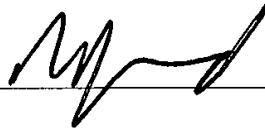
[SEAL]

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: Matthew Norwood
Senior Transaction Manager

Its: _____


Date: 9/13/17

ACKNOWLEDGEMENT

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

On this, the 13 day of September, 2017, before me, the undersigned Notary Public, personally appeared Matthew Norwood, who acknowledged him/herself to be the Senior Transaction Manager 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 Fourth Amendment to PCS Site Agreement for the purposes therein contained.

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



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

[SEAL]

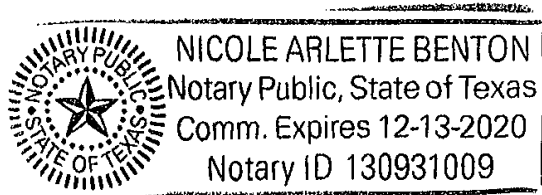


EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Douglas County, Nebraska, more particularly described as follows:

Lot 1, Cornhusker Industrial Park III, an Addition to the City of Omaha, Douglas County, Nebraska.

Parcel Number: 0828372300 (Key Number: 2837 2300 08)

Common Address: 15325 Industrial Road, Omaha, Nebraska 68144