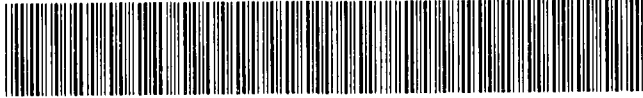




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 4 BKP \_\_\_\_\_ C/O \_\_\_\_\_ COMP 83  
 1 DEL \_\_\_\_\_ SCAN \_\_\_\_\_ FV \_\_\_\_\_  
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Received - DIANE L. BATTIATO  
 Register of Deeds, Douglas County, NE  
 5/3/2010 14:17:01.13



2010037521

PARCEL #: 1934242261

SPACE ABOVE FOR RECORDER'S USE

LEGAL DESCRIPTION, page 4

Prepared by, and  
 after recording return to:  
 Md7, LLC  
 Attn: Title Department  
 3721 Valley Centre Drive, Third Floor  
 San Diego, CA 92130  
 Cell Site Name/Number: Bob Boozer Dr/840339  
 State: Nebraska  
 County: Douglas

**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** is made and entered into as of the 16<sup>th</sup> day of April, 20 10, by and between **West Pacific Self Storage Limited Partnership**, a Nebraska limited partnership, whose address is c/o N.P. Dodge Management Company, 8701 West Dodge Road, Suite 310, Omaha, NE 68114, hereinafter referred to as ("**Landlord**"), and **USCOC of Greater Iowa, LLC**, a Delaware limited liability company, as successor in interest to USCOC of Greater Iowa, Inc., a Pennsylvania corporation, whose address is Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois, 60631, hereinafter referred to as ("**Tenant**").

**WITNESSETH:**

**WHEREAS**, by the terms of a certain Ground Lease entered into as of the date in subsection (1) below, as amended by First Amendment to Ground Lease, dated the 16<sup>th</sup> day of April, 20 10 (collectively, the "**Lease**"), the Landlord leased to the Tenant certain property, being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "**Premises**"); and

**WHEREAS**, the Landlord and the Tenant desire to execute this Memorandum of Lease to evidence said Lease and certain of the terms therein for the purpose of placing the same of record in the Clerk's Office for Douglas County, State of Nebraska.

**NOW THEREFORE**, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord does hereby lease the Premises to the Tenant upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

✓0000007359

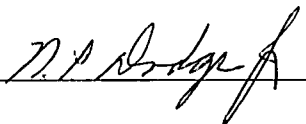
1. On April 16, 2003, the Landlord and Tenant entered into the Lease of the Premises.
2. The term of the Lease commenced on April 30, 2003, and had an original expiration date of April 30, 2008, subject to Tenant's renewal options under the Lease.
3. The amounts of rental due and the terms, conditions and rights and remedies of the parties hereto are specifically set forth in the Lease.
4. The Lease contains renewal options to extend the lease for up to five (5) additional five (5) year terms which may be exercised upon the terms and conditions more particularly set forth in the Lease.

**IN WITNESS WHEREOF**, the Landlord and Tenant hereto have caused this Memorandum of Lease to be executed by their duly authorized officers as of the day and year first above written.

**LANDLORD:**

**West Pacific Self Storage Limited Partnership,**  
a Nebraska limited partnership

By: N.P. Dodge Investments, Inc.  
Its: General Partner

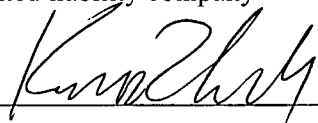
By: 

Print Name: NP. Dodge Jr.

Title: President

**TENANT:**

**USCOC of Greater Iowa, LLC,**  
a Delaware limited liability company

By: 

Print Name: KEVIN R. LOWELL

Title: Vice President

STATE OF Nebraska )

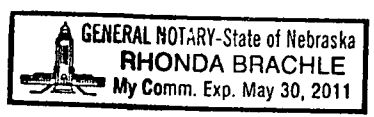
COUNTY OF Douglas )

On April 12, 2010 before me, [print name and title of notarial officer here:] Rhonda Brachle, personally appeared [print name of person whose signature is being acknowledged here:] N.P. Dodge, JR.

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that (he) executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Rhonda Brachle



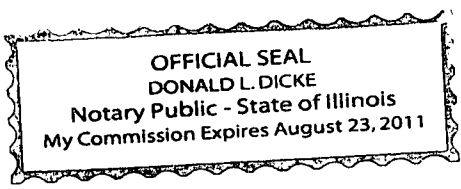
(Seal)

My commission expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that KEVIN R. LAWELL, Vice President, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum of Lease as his free and voluntary act on behalf of the named Tenant limited liability company, for the uses and purposes therein stated.

Given under my hand and seal this 16<sup>th</sup> day of April, 2010.



Donald R. Dicke  
Notary Public

My commission expires 8/23/11

## Exhibit A

### Legal Description of Premises

**Street Address:** 15909 Pacific Street, Omaha, NE 68118

**Parcel #:** 1934242261

**Legal Description:**

LEASE AREA DESCRIPTION:

A PART OF LOT 1, BLOCK 28, PACIFIC HEIGHTS, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 28, PACIFIC HEIGHTS; THENCE SOUTH 30° 26' 45" EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, 759.06 FEET; THENCE SOUTH 30° 26' 34" EAST ALONG SAID WEST LINE, 42.44 FEET; THENCE NORTH 59° 33' 25" EAST, 35.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59° 33' 25" EAST, 30.00 FEET; THENCE SOUTH 30° 26' 34" EAST, 45.00 FEET; THENCE SOUTH 59° 33' 26" WEST, 30.00 FEET; THENCE NORTH 30° 26' 35" WEST, 45.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.03 ACRES (1350 S.F.) MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

ACCESS AND UTILITY EASEMENT DESCRIPTION:

A PART OF LOT 1, BLOCK 28, PACIFIC HEIGHTS, AN ADDITION TO THE CITY OF OMAHA, DOUGLAS COUNTY, NEBRASKA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 28, PACIFIC HEIGHTS; THENCE SOUTH 30° 26' 45" EAST, ALONG THE WESTERLY LINE OF SAID LOT 1, 759.06 FEET; THENCE SOUTH 30° 26' 34" EAST ALONG SAID WEST LINE, 42.44 FEET; THENCE NORTH 59° 33' 25" EAST, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 59° 33' 25" EAST, 36.27 FEET; THENCE NORTH 90° 00' 00" EAST, 196.19 FEET; THENCE NORTH 57° 45' 14" EAST, 46.73 FEET; THENCE NORTH 0° 00' 00" EAST, 306.49 FEET; THENCE NORTH 22° 02' 16" WEST, 127.16 FEET; THENCE NORTH 0° 00' 00" WEST, 100.49 FEET; THENCE SOUTH 79° 03' 58" EAST, 30.55 FEET; THENCE SOUTH 0° 00' 00" EAST, 88.85 FEET; THENCE SOUTH 22° 02' 16" EAST, 127.16 FEET; THENCE SOUTH 0° 00' 00" WEST, 328.88 FEET; THENCE SOUTH 57° 45' 14" WEST, 71.94 FEET; THENCE SOUTH 90° 00' 00" WEST, 196.70 FEET; THENCE SOUTH 59° 33' 26" WEST, 28.11 FEET; NORTH 30° 26' 34" WEST, 30.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.57 ACRES (24875 S.F.) MORE OR LESS AND SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.