

WHEN RECORDED RETURN TO:

UPF Washington Inc.
12410 E Mirabeau Pkwy #100
Spokane Valley WA 99216
Ref #424002

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UPF WASHINGTON INC
12410 E MIRABEAU PKWY # 100
SPOKANE VALLEY WA 92216
BY: CRA, DEPUTY - MA 7 P.

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

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A.P.N. 33-01-226-001-0000

Prior recorded document(s) in Salt Lake County, Utah:
April 8, 2010 at #10930191

**MEMORANDUM OF SECOND AMENDMENT TO
SITE LEASE WITH OPTION**

This Memorandum of Second Amendment to Site Lease With Option is made effective this 17 day of December, 2015 by and between LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, limited liability company (hereinafter referred to as "Landlord") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Cazco Enterprises LLC ("Original Landlord") and VoiceStream PCS II Corporation ("Original Tenant") entered into a Site Lease With Option and Addendum dated January 2, 2003 (the "Original Lease") whereby Original Tenant leased certain real property, together with access and utility easements, located in Salt Lake County, Utah from Original Landlord (the "Premises"), all located within certain real property owned by Original Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

Site Name: Cazier
Business Unit #: 822961
Landmark #: TC143637

2. The Original Lease was amended by that certain First Amendment to Site Lease With Option dated March 19, 2010, a memorandum of which was recorded on April 8, 2010 at Instrument No. 10930191 ("First Amendment") (hereinafter the Original Lease and First Amendment are collectively referred to as the "Lease").

3. Landmark Infrastructure Operating Company LLC is currently the Landlord under the Lease by virtue of an assignment from Original Landlord or its successor in interest.

4. T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant.

5. The Lease had an initial term that commenced on March 1, 2003 and expired on February 29, 2008. The Lease provides for five extensions of five years each, two of which were exercised by Tenant (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires February 28, 2033.

6. Landlord and Tenant have entered into a Second Amendment to Site Lease With Option (the "Second Amendment"), of which this is a Memorandum, providing for fifteen (15) additional Renewal Terms of five (5) years each and one (1) final extension of approximately five (5) years and nine (9) months (the "Final Renewal Term"). Pursuant to the Second Amendment, the Final Renewal Term expires on December 11, 2113.

7. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. If requested by Tenant Landlord will execute within fifteen (15) business days, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for

the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters. Tenant shall provide Landlord with copies of all documents executed under this limited power of attorney.

9. This Memorandum does not contain the social security number of any person.
10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:

LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, limited liability company

Approved as to form


Landmark Dividend LLC Legal Department

By: _____

Print Name: _____ Dan Parsons _____

Title: Executive Vice President of Operations

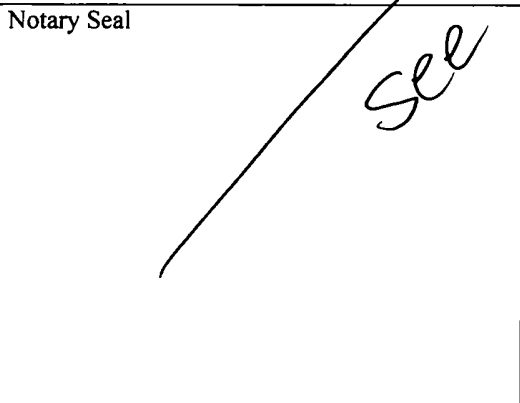
STATE OF _____)

)ss.

COUNTY OF _____)

On this ____ day of _____ 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of LANDMARK INFRASTRUCTURE OPERATING COMPANY LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Site Lease With Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal


(Signature of Notary)

My Commission Expires: _____

Site Name: Cazier
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On December 8, 2015 before me, Karen Theresa Dela Rosa, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Daniel R. Parsons

Name(s) of Signer(s)

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/she/they 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

TENANT:

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

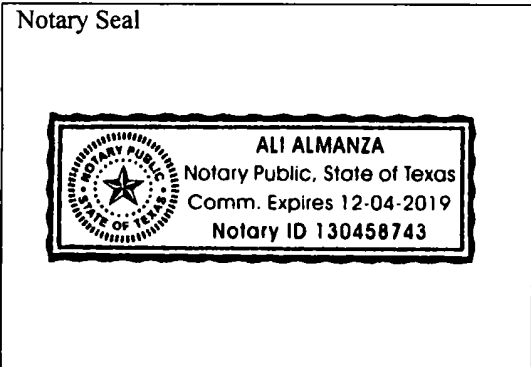
By: CCTMO LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *Lisa A. Sedgwick*
Print Name: Lisa A. Sedgwick
Title: RET Manager

STATE OF Texas)
)ss.
COUNTY OF Harris)

On this 17 day of December 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Lisa Sedgwick, the R.E.T. Mgr. of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of Second Amendment to Site Lease With Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Ali Almanza
(Signature of Notary)

My Commission Expires: 12/4/19

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EXHIBIT A
(Legal Description of Landlord's Property)

Beginning South 89 deg. 58'16" West 163.9 feet and South 0 deg. 01'44" East 84 feet and South 89 deg. 58 '16" West 572.15 feet from the Northeast corner of Section 1, Township 4 South, Range 1 West, Salt Lake Meridian; and running thence South 0 deg. 01'44" East 228.4 feet; thence North 89 deg. 58'16" East 136.56 feet, more or less; thence South 0 deg. 01'44" East 250 feet; thence South 89 deg. 58'16" West 668.87 feet, more or less; thence North 562.40 feet, more or less, to the North section line of said Section 1; thence North 89 deg. 58 '16" East 585.62 feet, more or less; thence South 0 deg. 01'44" East 84 feet; thence South 89 deg. 58'16" West 53.58 feet to beginning.

LESS AND EXCEPTING any portion within the Jordan and Salt Lake Canal.

ALSO LESS AND EXCEPTING those certain tracts condemned by that certain Final Order or Condemnation recorded May 6, 1998, as Entry No. 6954154, in Book 7969, at Page 1353, more particularly described as follows:

A parcel of land in fee for the purpose of constructing thereon an access road incident to the construction of an expressway known as Project No. 0154, being part of an entire tract or property situate in Lot 1 of Section 1, Township 4 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of an Easterly boundary line of said entire tract and the Northerly right of way line of 13490 South Street, which point is 171.806 meters South and 182.484 meters West from the Northeast corner of said Section 1, said point also being 171.720 meters South 0 deg. 01'44" East and 145.383 meters South 89 deg. 58'16" West from the West Witness Monument for said Northeast corner of Section 1, located at 13400 South Street and the West Frontage Road; thence South 89 deg. 58'16" West 29.760 meters along said Northerly right of way line of 134900 South Street to a point 10.973 meters perpendicularly distant Northerly from the center line of said 13490 South Street, opposite Engineer Station 10+013.383; thence North 0 deg. 01'04" West 1.829 meters; thence Easterly 29.928 meters along the arc of a 162.164 meter radius curve to the (chord bears North 84 deg. 41'42" East 29.886 meters) along a line concentric with said center line to said Easterly boundary line; thence South 0 deg. 01'44" East 4.578 meters along said Easterly boundary line to the point of beginning.

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