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05/23/2018 11:48 AM \$20.00  
Book - 10677 Pg - 316-321  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
MD7 LLC  
10590 WEST OCEAN AIR DR  
STE 300  
SAN DIEGO CA 92130  
BY: SAA, DEPUTY - MA & P.

**Prepared by, and after recording**

**Return to:**

Md7, LLC  
10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130

Grantor: Brickcreek, LLC  
Grantee: New Cingular Wireless PCS, LLC  
Legal Description: Official legal description attached as Exhibit 1  
Tax Serial No.: 16-28-313-022-0000 and part of 16-28-313-023-0000  
Cell Site Name & #: UTL01031 / Fixed Asset #: 10088363  
HIGHLAND  
State: UT County: Salt Lake

Re: Cell Site #: UTL01031  
Cell Site Name: HIGHLAND (UT)  
Fixed Asset Number: 10088363  
State: UT  
County: Salt Lake

**MEMORANDUM OF SECOND AMENDMENT TO OFFICE BUILDING LEASE**

This Memorandum of Second Amendment to Office Building Lease is entered into on this 22 day of February, 2018, by and between, Brickcreek, LLC, a Utah limited liability company, successor in interest to Highland Office Holdings FL 3, LLC, as successor in interest to MDF, Inc., having a mailing address of 180 North University Avenue, #200, Provo, UT 84601 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive NE, Atlanta, GA 30324 ("**Tenant**").

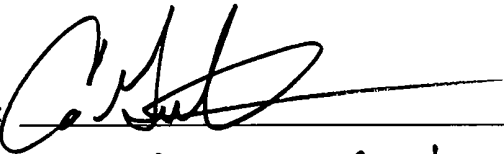
1. Landlord and Tenant entered into a certain Office Building Lease dated March 6, 1991, as amended by that certain First Amendment to Office Building Lease Agreement dated September 14, 2012, and as further amended by that certain Second Amendment to Office Building Lease dated FEBRUARY 22, 2018 (collectively, the "**Lease**") for the purpose of installing, operating and maintaining a communications facility and other improvements. A Memorandum of First Amendment to Office Building Lease reflecting the Lease was recorded on September 9, 2012, as Document No. 11474336, in Book 10057, Pages 6744-6747, in the public records of Salt Lake County, State of Utah.
2. The parties have agreed that the Lease has a current term of five (5) years ("**Current Term**"), that commenced on April 1, 2016, subject to the provisions of the Lease.

3. The parties have agreed, following the Current Term, to add four (4) successive periods of five (5) years each upon the same terms and conditions of the Lease. The Lease will be automatically renewed unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of the existing term.
4. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
5. This Memorandum of Second Amendment to Office Building Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Second Amendment to Office Building Lease and the provisions of the Lease, the provisions of the Lease shall control. The Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Lease.

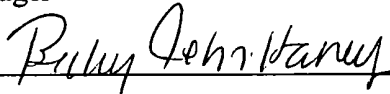
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Second Amendment to Office Building Lease as of the day and year first above written.

LANDLORD:  
Brickcreek, LLC,  
a Utah limited liability company

By:   
Print Name: Cameron Gunter  
Title: Manager  
Date: 02-09-2018

TENANT:  
New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

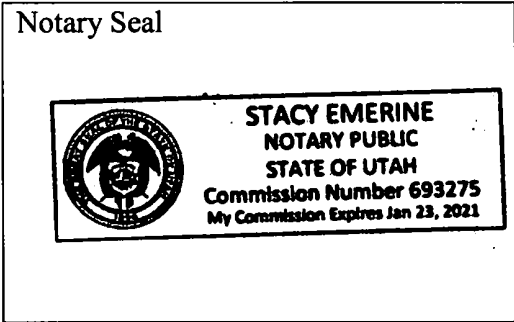
By:   
Print Name: Becky John-Haney  
Title: Area Manager  
Date: 2/22/2018

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

**LANDLORD ACKNOWLEDGMENT**

STATE OF UTAH )  
 )ss.  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 9 day of February 2018,  
by Cameron Gunter, the Landlord  
of Brickcreek LLC.



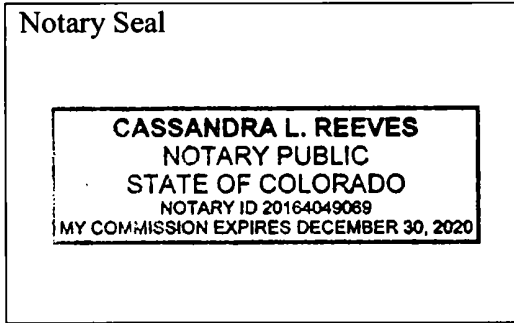
Stacy Emerine  
(Signature of Notary)

My Commission Expires: Jan 23, 2021

**TENANT ACKNOWLEDGMENT**

STATE OF COLORADO )  
 )ss.  
COUNTY OF Arapahoe )

The foregoing instrument was acknowledged before me this 22 day of February 2018,  
by Becky John Haney, the Area Manager  
of **AT&T Mobility Corporation.**



Cassandra L Reeves  
(Signature of Notary)

My Commission Expires: 12/30/2020

**Prepared by:**  
Md7, LLC  
10590 W. Ocean Air Drive, Suite 300  
San Diego, CA 92130

**Exhibit 1 to Memorandum of Second Amendment to Office Building Lease**

**Legal Description**

to the Memorandum of Lease dated February 22, 2018, by and between Brickcreek, LLC, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

Street Address: 3098 South Highland Drive, Salt Lake City, UT 84106

Parcel #: 16-28-313-022-0000 and part of 16-28-313-023-0000

That certain Premises (and access and utility easements) on a portion of the real property at 3098 S. Highland Drive, Salt Lake City, Salt Lake County, Utah legally described as follows:

**Suite 409, shown in the Record of Survey Map for the Highland Park Plaza II Condominiums appearing in the records of the Salt Lake County Recorder, as Entry No. 10979283, Map No. 2010P-110 and as identified and described in the Declaration of Condominium, as amended and supplemented, appearing as Entry No. 10979284 of the official records of Salt Lake County Recorder together with an undivided interest in and to the common areas appertaining to said Suite as established in said Declaration, as amended and Map. This conveyance is subject to the provisions of the aforesaid Declaration of Condominium for Highland Park Plaza II Condominiums, including, any amendments thereto.**