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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2014 077990

2014 DEC -9 AM 8:47

MICHAEL B. BROWN  
RECORDER

After recording return to:  
Tower Assets Newco II LLC  
Attn: Site Management  
4091 Viscount Ave.  
Memphis, TN 38118

**SECOND AMENDMENT TO MONOPOLE LEASE AGREEMENT**

**This Document is the property of**

This **SECOND AMENDMENT TO MONOPOLE LEASE AGREEMENT** (the "Second Amendment") is made and entered into this 15<sup>th</sup> day of April, 2014, by and between Northern Indiana Public Service Company, hereinafter called "Lessor", and TV6-W, LLC, a Delaware limited liability company, whose address is 4091 Viscount, Memphis, Tennessee, hereinafter called "Lessee."

**WITNESSETH:**

**WHEREAS**, Lessor and AT&T Wireless PCS, Inc., by and through its agent, Wireless PCS, Inc., doing business as AT&T Wireless Services, Inc., previously entered into that certain Monopole Lease Agreement dated April 1, 1999, and amended by that certain First Amendment to Monopole Lease Agreement dated January 26, 2000 (the "Lease"), which Lease was assigned to Lessee on September 11, 2007; and

**WHEREAS**, Lessee succeeded to the prior leasehold interests of Tower Assets Newco II, LLC, by virtue of a December 31, 2013 merger of Tower Assets Newco II, LLC, into TV6-W, LLC, evidenced by a certificate of merger filed by Lessee and annexed and incorporated into this Lease;

**WHEREAS**, the Lease relates to certain real property located in Lake County, Indiana, more particularly described in Exhibit A to the Lease (the "Real Property"); and

**WHEREAS**, Lessor and Lessee deem it appropriate to amend the Lease as of the date first above written.

**NOW THEREFORE**, in consideration of the foregoing, Lessor and Lessee do hereby agree as follows:

190  
ELC 113874  
DN

EXHIBIT A

Legal Description:

SUBJECT PROPERTY

PARCEL 1:

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 36 AND IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, WHERE SAID EAST LINE IS INTERSECTED BY THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILWAY COMPANY; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 300 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE PARCEL OF REAL ESTATE AS DESCRIBED IN BOOK 1278, PAGE 134 IN THE RECORDER'S OFFICE OF LAKE COUNTY INDIANA; THENCE NORTH 28 DEGREES 28 MINUTES WEST A DISTANCE 1833.2 FEET ALONG SAID WEST LINE; THENCE SOUTHEASTWARDLY AND IN A STRAIGHT LINE, A DISTANCE OF 1900 FEET MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA AND CONTAINING 2.80 ACRES THEREIN.

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 25, AND IN THE NORTHEAST QUARTER OF SECTION 36, ALL IN TOWNSHIP 36 NORTH RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, SAID PARCEL OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, SAID POINT BEING 330 FEET WEST OF THE SOUTHEAST CORNER OF SAID SECTION 25, AND SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PLAT OF PLEASANT PARK AS SHOWN IN PLAT BOOK 32, PAGE 17 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA; THENCE NORTH 0 DEGREES 2 MINUTES EAST, ALONG THE WEST LINE OF SAID PLEASANT PARK, A DISTANCE OF 1324.71 FEET TO THE NORTHWEST CORNER OF SAID PLAT OF PLEASANT PARK; THENCE NORTH 89 DEGREES 18 MINUTES WEST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 1383.8 FEET TO A POINT; THENCE NORTH 0 DEGREES EAST A DISTANCE OF 728.98 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF RIDGE ROAD; THENCE NORTH 71 DEGREES 21 MINUTES WEST, ALONG THE SOUTH LINE OF RIDGE ROAD, A DISTANCE OF 438.61 FEET TO A POINT; THENCE SOUTH 1 DEGREE 1 MINUTE WEST 992.77 FEET TO A POINT; THENCE SOUTH 29 DEGREES 26 MINUTES EAST 1833.2 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE SOUTH 0 DEGREES 3 MINUTES WEST, ON AND ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILWAY COMPANY; THENCE SOUTHEASTERLY, ON AND ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, TO ITS INTERSECTION WITH THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36; THENCE NORTHERLY, ON AND ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, TO A POINT ON THE SOUTH LINE OF SAID SECTION 25; THENCE EASTERLY, ON AND ALONG THE SOUTH LINE OF SAID SECTION 25, TO THE POINT OF BEGINNING, IN LAKE COUNTY INDIANA.

LEASE PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF THE NEW YORK, CHICAGO AND ST. LOUIS RAILWAY COMPANY AND THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN; THENCE NORTH 0 DEGREES 24 MINUTES 58 SECONDS EAST, ALONG SAID EAST LINE AND THE NORTHERLY EXTENSION THEREOF, 511.00 FEET TO A POINT ON THE CENTER LINE OF A CHAIN LINK FENCE; THENCE CONTINUING NORTH 0 DEGREES 24 MINUTES 58 SECONDS EAST 50.46 FEET; THENCE SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST, ALONG A LINE WHICH IS 50.46 FEET NORTH OF AND PARALLEL TO SAID CHAIN LINK FENCE, 2.96 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 41 MINUTES 46 SECONDS EAST 20.00 FEET; THENCE NORTH 0 DEGREES 18 MINUTES 14 SECONDS EAST 40.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 46 SECONDS WEST 20.00 FEET; THENCE SOUTH 0 DEGREES 18 MINUTES 14 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA, AND CONTAINING 800 SQUARE FEET THEREIN.



1. Section 7 of the Lease is deleted in its entirety and the term of the Lease and all Renewal Terms are hereby amended as follows:


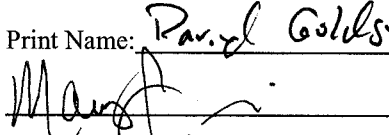
At the end of the renewal term ending on June 30, 2014, Lessee shall have the right and option to extend the term of this Lease for six (6) five-year periods ("Renewal Terms"). The first Renewal Term, if exercised, shall commence on July 1, 2014. The second through the sixth Renewal Term shall commence on the fifth (5th) anniversary of the prior Renewal Term. This Lease shall automatically renew for each renewal period unless Lessee notifies Lessor of its intention not to permit the Lease to renew. If Lessee provided Lessor with such notice, the Renewal Terms then remaining shall be rendered null and void and this Lease shall terminate at the end of the then current period.

2. Lessee may mortgage or grant a security interest in Lessee's leasehold estate under this Lease and any of Lessee's personal property, with Lessor's prior written consent, to any mortgagees or holders of security interests (hereinafter collectively referred to as "Mortgagees"), provided such Mortgagees agree to be bound by the terms and provisions of this Lease.
3. Lessor agrees that Lessee's property is not Lessor's property and agrees to recognize the rights of the lender, Lessor, secured creditor or Lessor, if any ("Secured Party") of Lessee's property. Notwithstanding anything to the contrary contained herein, Lessor hereby agrees to subordinate any claim arising by way of any Lessor's lien (whether created by statute or by contract) or otherwise with respect to Lessee's property and agrees, if confirmation of said subordination and recognition of Secured Party's rights is requested by Lessee or Secured Party, to execute and deliver a subordination agreement and/or other document satisfactory to Secured Party with thirty (30) days from Lessee's or Secured Party's written request.
4. Within thirty (30) days after a request by Lessor or Lessee, as the case may be, Lessor or Lessee shall execute and deliver to the other an estoppel statement in such reasonable form as the other may request. The estoppel statement shall include representations (i) that this Lease is in full force and effect, (ii) that there are no uncured defaults in the other party's performance hereunder, and/or (iii) that not more than one (1) annual installment of the rental has been paid in advance.
5. Except as amended hereby, all of the other terms, agreements and provisions of the Lease are hereby ratified and confirmed by Lessor and Lessee. This Amendment or a short-form memorandum of this Amendment may be recorded at Lessor or Lessee's option the office of the recorder of deeds for the county in which the Real Property is located. In the event of any inconsistencies between the Lease and this Amendment, the terms of this Amendment shall control. The Lease, as amended, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. Except as amended hereby, all of the capitalized terms used herein shall have the same meaning as contained in the Lease.

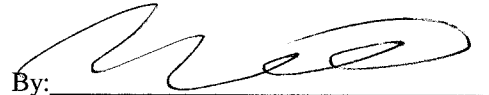
[Signature Pages to Follow.]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

**Witness:**  
Signed and attested to in the presence of:

  
Print Name: David Goldstein  
  
Print Name: Mary Lenoci

**LESSEE:**  
TV6-W, LLC, a Delaware limited liability company

  
By: \_\_\_\_\_  
William Orgel  
Its: President

STATE OF TENNESSEE

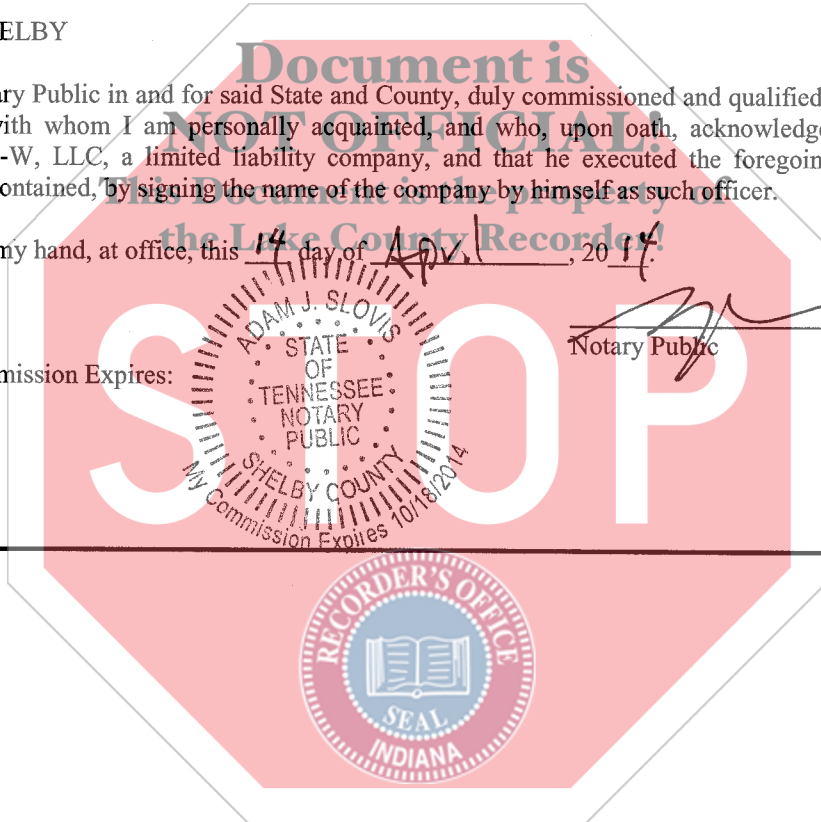
COUNTY OF SHELBY

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TV6-W, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 14 day of April, 2014.

My Commission Expires:

  
Notary Public



IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first above written.

Witness:  
Signed and attested to in the presence of:

Susan J Miller  
Print Name: Susan J Miller

Print Name: \_\_\_\_\_

LESSOR:

Northern Indiana Public Service Company

By: [Signature]

Name: Keith G. Woodbridge

Its: Sr. Vice President - Field Ops

STATE/ COMMONWEALTH OF Indiana  
COUNTY OF Lake

BE IT REMEMBERED, that on this 1st day of April, 2014, before me, the subscriber, a person authorized to take oaths in the State of Indiana, personally appeared before me who being duly sworn on their oath, deposed and made proof to my satisfaction that he/she/they is/ are the person(s) named in the within instrument, and I, having first made known to them the contents thereof, they did acknowledge that they signed, sealed and delivered the same as their voluntary act and deed for the purposes therein contained.

This Document is the property of  
the Lake County Recorder!

Notary Public: Debra M. Paris

Printed Name: Debra M. PARIS

Lake County, [State]

My Commission Expires: July 5, 2019

DEBRA MARIE PARIS  
Notary Public- Seal  
State of Indiana  
My Commission Expires Jul 5, 2019

