Prepared by and return to:
USCOC of Greater North Carolina, LLC
Attention: Real Estate Legal
8410 W. Bryn Mawr Ave.
Chicago, IL 60631

Site Name: Lake Adger
Site Number: 405572
County: Polk
State: North Carolina
Site Address: 322 Landfill Road, Mill Spring, North Carolina 28756
Property Tax Number: P70-73

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into by and between County of Polk, North Carolina, a body politic, whose address is 40 Courthouse Street, Columbus, North Carolina 28722, hereinafter referred to as "Landlord", and USCOC of Greater North Carolina, LLC, a Delaware limited liability company, whose address is Attention: Real Estate Lease Administration, 8410 West Bryn Mawr Avenue, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WITNESSETH:

WHEREAS, by the terms of a certain Ground Lease, entered into on the _____ of _____, 2024, ("the Lease"), the Landlord granted Tenant the option to lease certain property and agreed to grant Tenant certain easements, all being more particularly bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises") upon the terms and conditions set forth in the Lease; 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 Register of Deed's Office for Polk County, State of North Carolina.

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 grant Tenant the option to lease the Premises and obtain certain easements upon the terms and conditions of the Lease which is incorporated herein by specific reference, and do agree as follows:

1. The Lease gives Tenant the option to lease the Premises, exercisable at Tenant's sole discretion, for a period of eighteen (18) months commencing on the ____ day of _____, 2024. Tenant may, at its sole discretion, extend the option term for an additional six (6) months.

2. In the event Tenant exercises the option to lease the Premises, in its sole discretion, then the Landlord shall lease the Premises to the Tenant for an initial lease term of five (5) years. The Lease provides for renewal terms that may extend the term of the lease for up to four (4) additional five (5) year terms which may be exercised upon the terms and conditions more particularly as set forth in the Lease.

3. If Tenant exercises the option to lease the Premises, then Landlord also makes certain grants of easement for access and utilities, as more particularly described on the attached Exhibit A, which easements are in effect throughout the term of the Lease as renewed or extended, subject to terms and conditions as set forth in the Lease.

4. Should Landlord determine to declare as surplus and dispose of (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord may seek to transfer (each, "Landlord's Interest") and whenever Landlord receives an acceptable bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall solicit from Tenant in accordance with NCGS 160A-269, an offer to purchase or for an upset bid. If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and terms and conditions upon which Landlord proposes to transfer Landlord's Interest. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted.

5. Tenant (or its assignee or designee) shall have a right of first refusal to purchase one or more of the following interests, (a) fee ownership of all or any part of the Premises; (b) any easement rights in or over all or any part of the Premises; or (c) all or any part of Landlord's interest in or rights under the Lease (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept in accordance with the terms and conditions more particularly set forth in the Lease.

6. This Memorandum Lease of is subject to all the terms and provisions of the Ground Lease which is incorporated herein and made part hereof by reference as if all the provisions thereof were copied in full herein. Any conflict between the provisions of the Lease and the Memorandum of Lease will be resolved in favor of 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 date of full execution.

LANDLORD: County of Polk	TENANT: USCOC of Greater North Carolina, LLC
_____	By: _____
_____	Printed: _____
Date: _____	Title: Manager
	Date: _____

STATE OF NORTH CAROLINA)
)
COUNTY OF POLK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, known to me to be the same person whose name is subscribed to the foregoing Memorandum of Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his/her authority, signed the said Memorandum as his/her free and voluntary act, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public
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 _____, Manager for USCOC of Greater North Carolina, LLC, 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/her authority, signed the said Memorandum as his/her free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2024.

_____
Notary Public
My commission expires _____

EXHIBIT A

LEASEHOLD PARCEL DESCRIPTION:

ALL THAT CERTAIN LEASE AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 86°37'12" EAST A DISTANCE OF 693.17 FEET TO A POINT ON THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED 100' X 100' LEASE AREA, SAID POINT BEING THE TRUE POINT OF BEGINNING, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,857.77', AND EASTING = 1,051,322.36'; THENCE, FROM THE POINT OF BEGINNING, NORTH 90°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.
SAID LEASE AREA CONTAINING 10,000 SQUARE FEET OR 0.23 ACRES MORE OR LESS.

30' ACCESS & UTILITY EASEMENT:

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 13°04'48" EAST A DISTANCE OF 615.89 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF LANDFILL ROAD (SR 1194), SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 586,416.811'; AND EASTING = 1,050,769.78'; THENCE, FROM THE POINT OF BEGINNING AND WITH SAID RIGHT OF WAY OF LANDFILL ROAD, NORTH 46°19'55" EAST A DISTANCE OF 31.78 FEET TO A POINT; THENCE, LEAVING SAID RIGHT OF WAY, SOUTH 24°24'39" EAST A DISTANCE OF 153.41 FEET TO A POINT; THENCE SOUTH 12°16'57" EAST A DISTANCE OF 166.25 FEET TO A POINT; THENCE SOUTH 79°19'12" EAST A DISTANCE OF 44.64 FEET TO A POINT; THENCE NORTH 59°48'33" EAST A DISTANCE OF 144.25 FEET TO A POINT; THENCE SOUTH 81°18'47" EAST A DISTANCE OF 168.67 FEET TO A POINT; THENCE SOUTH 60°59'05" EAST A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 20°19'42" EAST A DISTANCE OF 29.09 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 146.25 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE NORTH 90°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 30.00 FEET TO A POINT; THENCE

NORTH 90°00'00" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 140.87 FEET TO A POINT; THENCE NORTH 20°19'42" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 60°59'05" WEST A DISTANCE OF 12.60 FEET TO A POINT; THENCE NORTH 81°18'47" WEST A DISTANCE OF 152.70 FEET TO A POINT; THENCE SOUTH 59°48'33" WEST A DISTANCE OF 144.84 FEET TO A POINT; THENCE NORTH 79°19'12" WEST A DISTANCE OF 75.69 FEET TO A POINT; THENCE NORTH 12°16'57" WEST A DISTANCE OF 182.94 FEET TO A POINT; THENCE NORTH 24°24'39" WEST A DISTANCE OF 139.74 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT AREA CONTAINING 29,154.46 SQUARE FEET OR 0.669 ACRES MORE OR LESS.

10' UTILITY EASEMENT:

ALL THAT CERTAIN EASEMENT AREA, SITUATED, LYING AND BEING IN WHITE OAK TOWNSHIP, POLK COUNTY, NORTH CAROLINA, BEING A PORTION OF THE PARCEL DESCRIBED IN DEED BOOK 308 AT PAGE 1451 OF THE POLK COUNTY REGISTER OF DEEDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 2 INCH U-CHANNEL ROD, SAID IRON BEING THE SOUTHWESTERLY CORNER OF THE PARCEL DESCRIBED IN SAID DEED BOOK 308, PAGE 1451, HAVING NORTH CAROLINA STATE PLANE COORDINATES OF NORTHING = 585,816.90', AND EASTING = 1,050,630.39'; THENCE, FROM THE POINT OF COMMENCEMENT, NORTH 43°18'44" EAST A DISTANCE OF 278.15 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING HAVING NORTH CAROLINA STATE PLANE COORDINATES OF: NORTHING = 586,019.29'; AND EASTING = 1,050,821.19'; THENCE, FROM THE POINT OF BEGINNING, NORTH 07°58'47" EAST A DISTANCE OF 10.00 FEET TO A POINT; THENCE SOUTH 82°01'13" EAST A DISTANCE OF 403.69 FEET TO A POINT; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 115.38 FEET TO A POINT; THENCE NORTH 90°00'00" WEST A DISTANCE OF 10.00 FEET TO A POINT; THENCE NORTH 00°00'00" EAST A DISTANCE OF 106.69 FEET TO A POINT; THENCE NORTH 82°01'13" WEST A DISTANCE OF 394.99 FEET TO THE POINT OF BEGINNING.
SAID EASEMENT AREA CONTAINING 5,103.73 SQUARE FEET OR 0.117 ACRES MORE OR LESS.