

FIRST AMENDMENT TO REAL PROPERTY DEED OF LEASE AGREEMENT

THIS FIRST AMENDMENT TO REAL PROPERTY DEED OF LEASE AGREEMENT (this “**First Amendment**”) made this ____ day of _____, 2019, by and between **MILESTONE TOWER LIMITED PARTNERSHIP - IV**, a Delaware limited partnership (“**Lessee**”), and **SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA**, a body corporate and politic of the State of Virginia (“**Lessor**”).

RECITALS

A. Pursuant to that certain Real Property Deed of Lease Agreement dated January 10, 2019 (the “**Agreement**”), Lessee leases from Lessor that certain Site in Albemarle County, Virginia known a Western Albemarle High School, located at 5941 Rockfish Gap Turnpike, Crozet, Virginia 22932.

B. By this First Amendment, Lessor has agreed to permit the modification of the utility easements, all as specified on the revised versions of Exhibit A and Exhibit B attached hereto and made a part hereof (the “**Easement Modification**”).

C. The parties have agreed to amend the Agreement solely for the purposes stated herein.

NOW, THEREFORE, WITNESSETH, that Lessor and Lessee, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Recitals; Defined Terms. The Recitals of this First Amendment forms an integral part hereof. The use of initially capitalized terms in this First Amendment shall have the meaning ascribed to them in the Agreement unless the context requires otherwise.

2. Easement Modification; Exhibits. Lessor hereby consents to the Easement Modification. To evidence the Easement Modification, Exhibit A and Exhibit B attached to the Agreement are hereby deleted in the entirety and replaced with Exhibit A – Revised and Exhibit B – Revised attached hereto. No further approval or consent of Lessor is required under the Agreement in connection with the Easement Modification.

3. No Other Amendments. Except as modified in this First Amendment, the Agreement is hereby ratified and remains in full force and effect and binding on the parties thereto and their successors and assigns. In the event of any conflict between the terms and conditions of the Agreement and the terms and conditions of this First Amendment, the terms and conditions of this First Amendment shall govern and control the Lessee and Lessor thereto and their successors and assigns.

4. Representations. All of the parties hereto hereby represent that they have the corporate or partnership power to execute this First Amendment and that the execution and delivery of this First Amendment (a) has been authorized by proper corporate or partnership

action, (b) has been executed by a duly authorized officer or partner of such parties, and (c) constitutes the valid and binding obligation of the parties hereto.

5. Counterparts. This First Amendment may be executed by the Lessee and Lessor in any combination, in one or more counterparts, all of which together shall constitute but one and the same instrument. Signatures sent via facsimile or emailed as a PDF shall have the same binding effect as original signature, and an emailed PDF or faxed First Amendment containing the signatures (original, emailed or faxed) of the Lessee and Lessor shall be binding.

[Signatures on the following pages]

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this First Amendment as of the date first above written.

LESSEE: MILESTONE TOWER LIMITED PARTNERSHIP - IV, a Delaware limited partnership

By: Milestone Communications Management IV, Inc., a Delaware corporation, its General Partner

By: _____
Leonard Forkas, Jr., President

Date: _____

LESSOR: THE SCHOOL BOARD OF ALBEMARLE COUNTY, VIRGINIA, a body corporate and politic of the Commonwealth of Virginia

By: _____
Its: _____
Date: _____

EXHIBIT A – Revised

[Attached]

EXHIBIT A
MILESTONE LP IV - WESTERN ALBEMARLE H.S.

ACCOUNT NUMBER.: 05600-00-00-017C0

5941 ROCKFISH GAP TPKE

CROZET, VA 22902

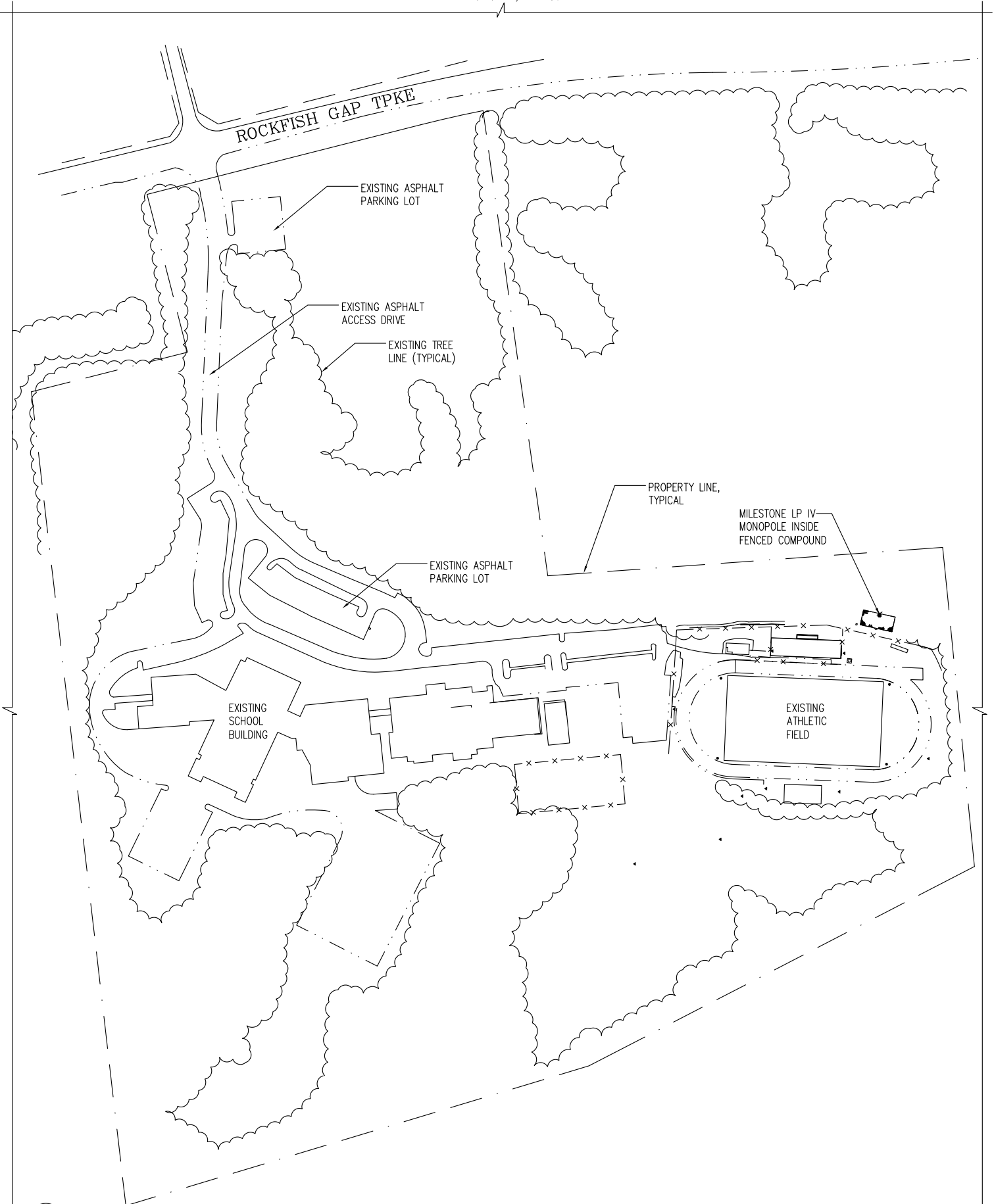


EXHIBIT A-1
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
LEASED PREMISES

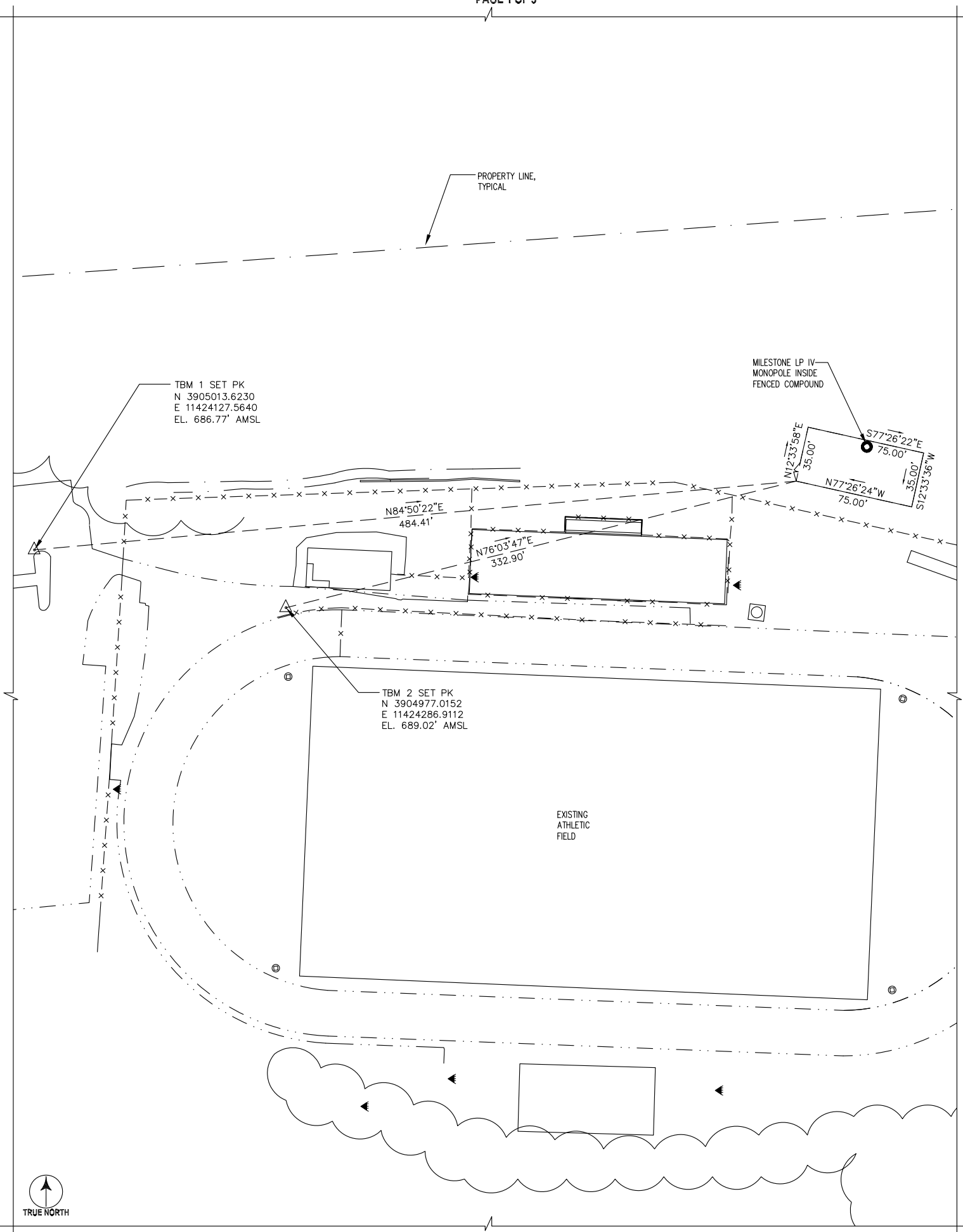


EXHIBIT A-1
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
LEASED PREMISES
PAGE 2 OF 3

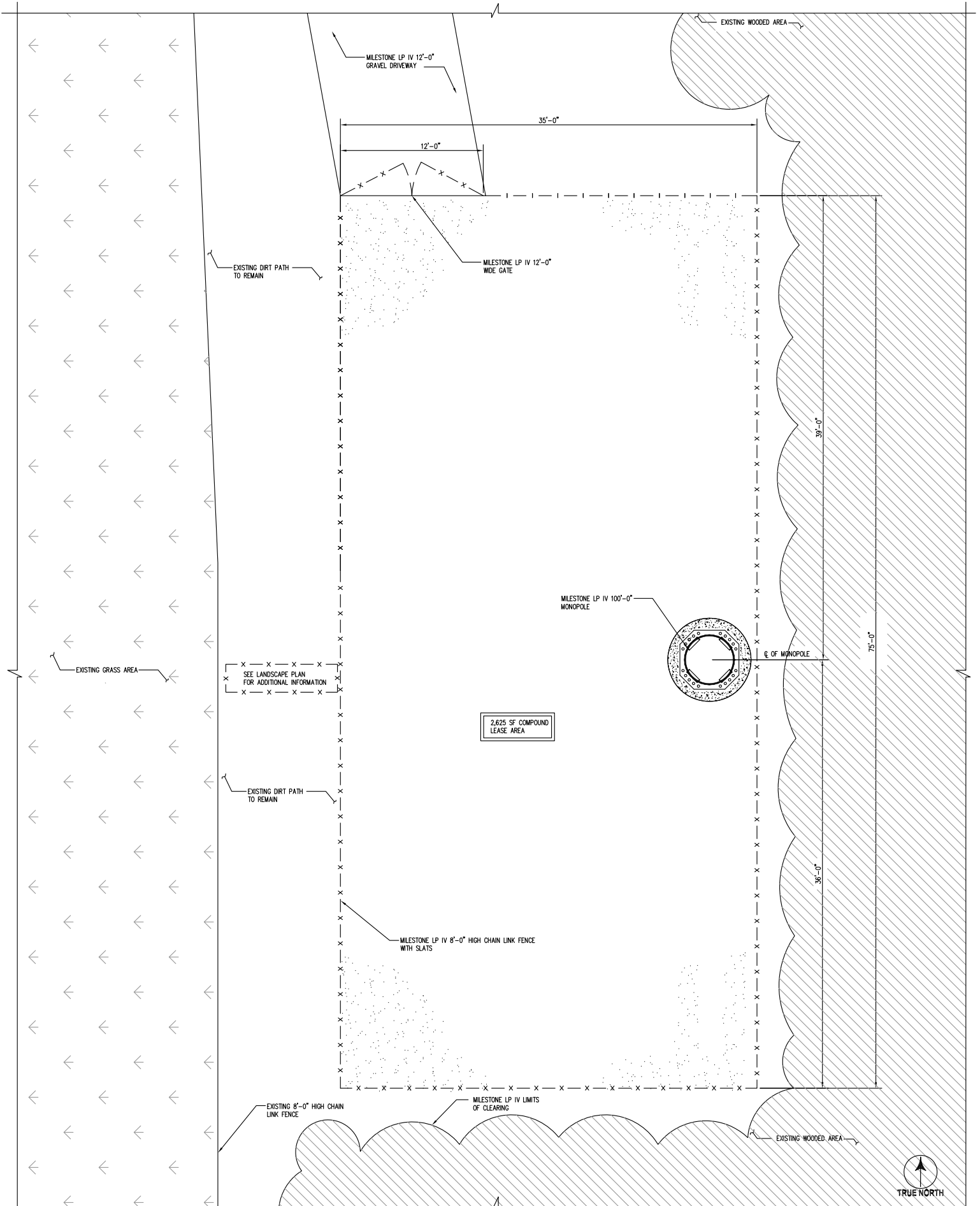


EXHIBIT A-1
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
LEASED PREMISES
PAGE 3 OF 3

LEGAL DESCRIPTION FOR LEASE AREA

BEING A PORTION OF A PARCEL OF LAND IN ALBEMARLE COUNTY IN THE COMMONWEALTH OF VIRGINIA WITH ACCOUNT # 05600-00-00-017C0 AND ACQUIRED BY THE SCHOOL BOARD OF ALBEMARLE COUNTY AS RECORDED IN THE LAND RECORDS OF CLERK OF ALBEMARLE COUNTY, VIRGINIA, IN DEED BOOK 579, PAGE 603, SUCH PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT NORTH EAST OF THE ASPHALT ATHLETIC TRACK ON SAID PARCEL WITH ACCOUNT NUMBER 05600-00-00-017C0, SAID POINT BEING A SET PK NAIL IN THE ASPHALT ACCESS ROAD, SAID NAIL HAVING VIRGINIA STATE NORTH ZONE COORDINATES OF NORTH 3904977.0152 AND EAST 11424286.9112, THENCE DEPARTING SAID POINT NORTH 76° 03' 47" EAST A DISTANCE OF 332.90' TO A POINT, SAID POINT BEING THE MOST SOUTHWESTERLY CORNER AND THE TRUE POINT OF BEGINNING OF A LEASE AREA;

THENCE NORTH 12° 33' 58" EAST A DISTANCE OF 35.00' TO A POINT;
THENCE SOUTH 77° 26' 22" EAST A DISTANCE OF 75.00' TO A POINT;
THENCE SOUTH 12° 33' 58" WEST A DISTANCE OF 35.00' TO A POINT;
THENCE SOUTH 77° 26' 22" WEST A DISTANCE OF 75.00' TO THE TRUE POINT OF BEGINNING AND TERMINUS OF SAID LEASE AREA;

THE ABOVE DESCRIBED LEASE AREA CONTAINING 2,625 SQUARE FEET OR 0.060 ACRES MORE OR LESS IS DEDICATED TO THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ALL EQUIPMENT REQUIRED FOR TELECOMMUNICATIONS SERVICE AND IS SUBJECT TO ALL MATTERS OF PUBLIC RECORD AS STILL MAY BE IN FORCE AND APPLICABLE. ALL OF THE ABOVE BEARINGS ARE NAD83 VIRGINIA STATE PLANES NORTH ZONE AND THE DISTANCES ARE GROUND.

EXHIBIT A-2
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
MONOPOLE PROFILE

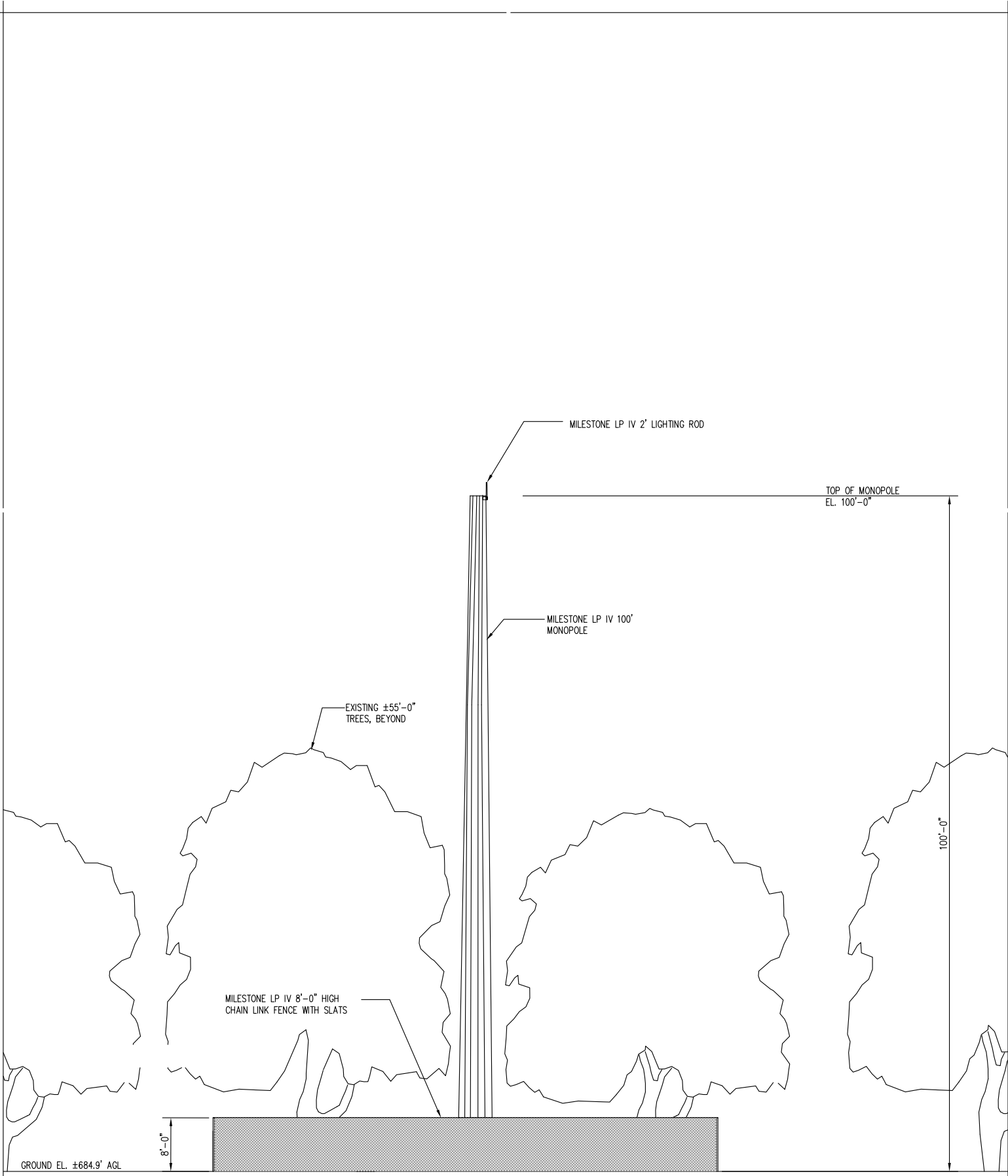


EXHIBIT B – Revised

[Attached]

203892648 v1

EXHIBIT B-1
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
APPURTENANT EASEMENT - ACCESS EASEMENT

PAGE 1 OF 3

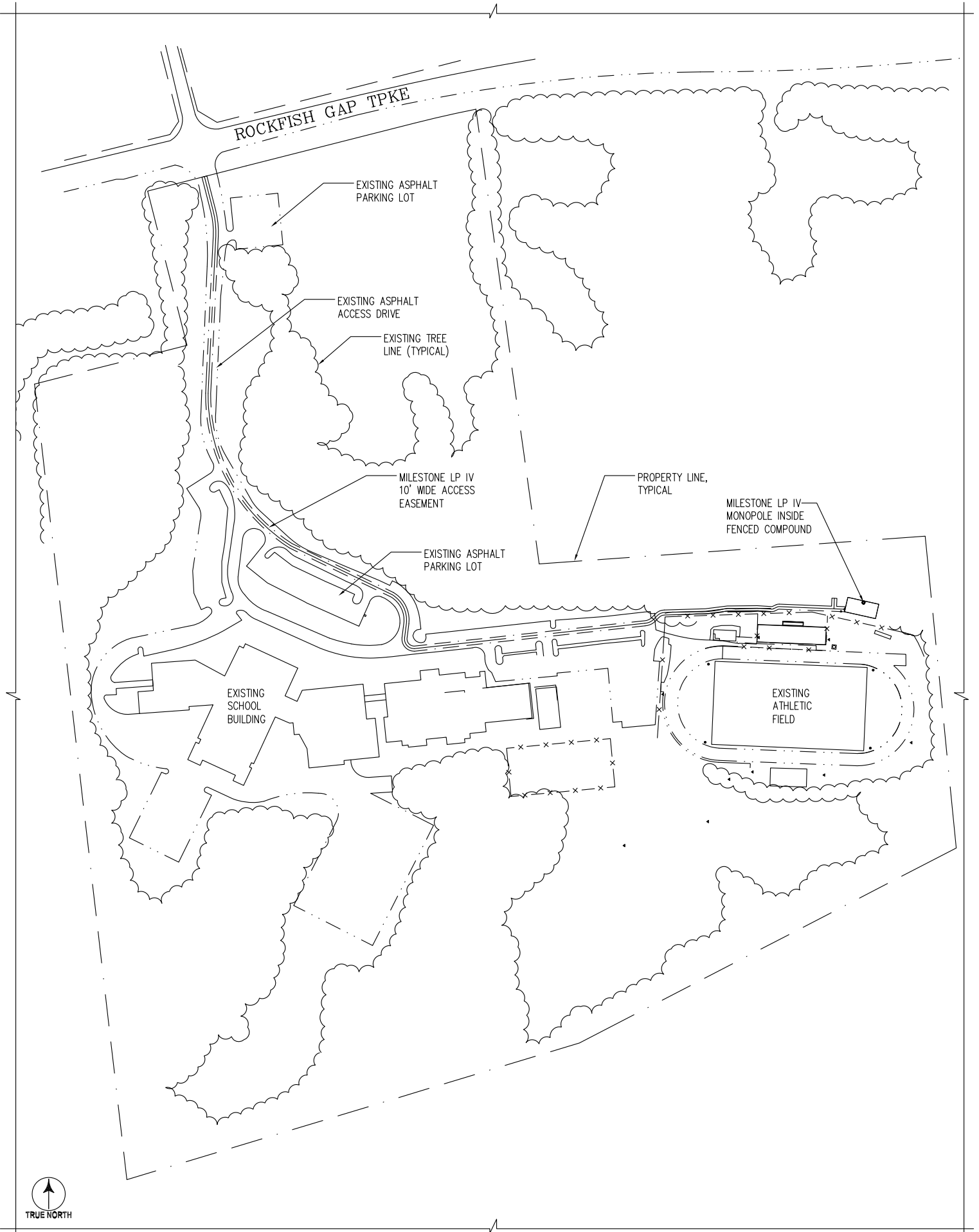


EXHIBIT B-2
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
APPURTENANT EASEMENT - UTILITY EASEMENT

PAGE 2 OF 3

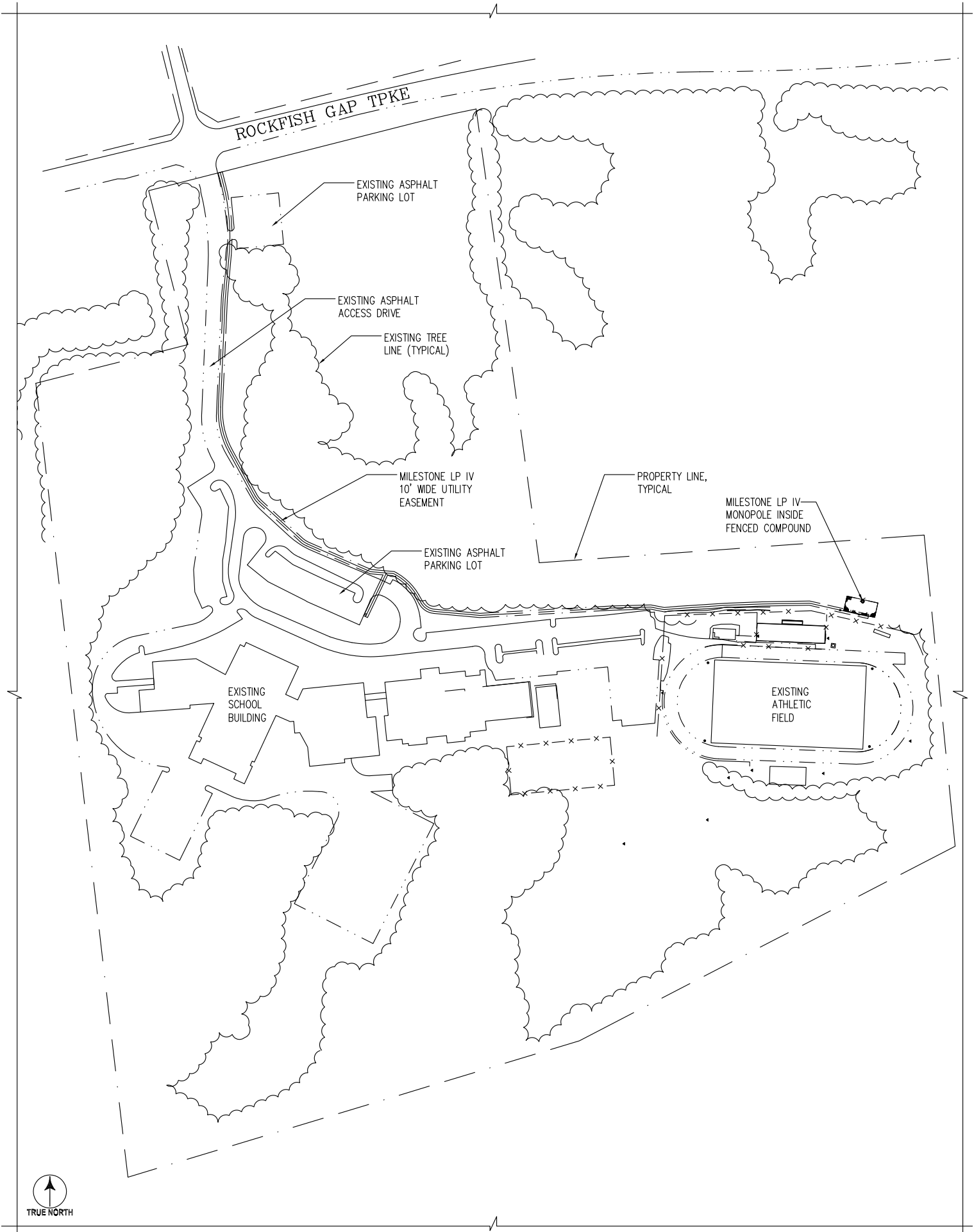


EXHIBIT B-3
MILESTONE LP IV - WESTERN ALBEMARLE H.S.
APPURTENANT EASEMENT - CONSTRUCTION EASEMENT

PAGE 3 OF 3

