

Prepared by and return to:

CitySwitch II-A, LLC
1900 Century Place, Suite 320
Atlanta, Georgia 30345
Attn: Legal

Cross Reference:

Instrument No. 20190723000261860

Shelby County Alabama Clerk of Courts

Site Name: Meadow View Elementary School ALC033 (330-436-6000)

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1031 *210579600*
AKRON OHIO 44311

FIRST AMENDMENT TO MEMORANDUM OF LEASE

This First Amendment to Memorandum of Lease (this "Amended Memorandum") is made this 1st day of July, 2021, by and between **Lloyd E. Davenport and Anita O. Davenport**, joint tenants with the right of survivorship ("Landlord"), having a mailing address of 3184 Smoky Road, Alabaster, AL 35007, and **CITYSWITCH II-A, LLC** ("Tenant"), a Georgia limited liability company, having a mailing address of 1900 Century Place NE, Suite 320, Atlanta, Georgia 30345.

1. Landlord and Tenant, as successor in interest to New Cingular Wireless PCS LLC pursuant to an Assignment and Assumption Agreement dated October 30, 2020, are parties to an Option and Land Lease Agreement dated July 1, 2019, as amended by the First Amendment to Option and Land Lease Agreement dated July 1, 2021 (collectively, the "Agreement"); the terms and provisions of which are incorporated herein by this reference. A Memorandum of Lease dated July 1, 2019, was recorded on July 23, 2019, as Instrument No. 20190723000261860 the Clerk of Courts office for Shelby County, Alabama (the "Memorandum").

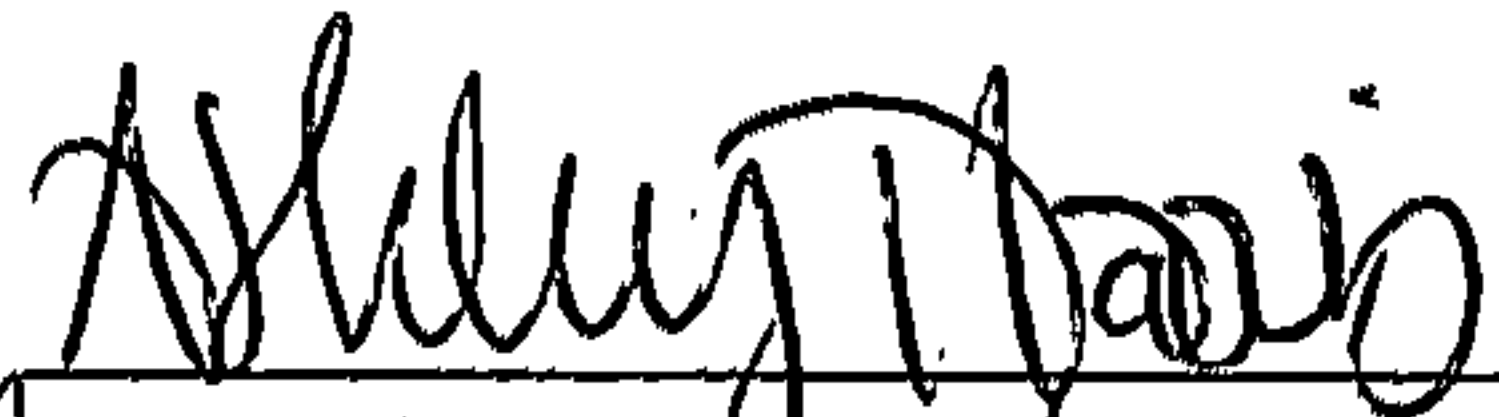
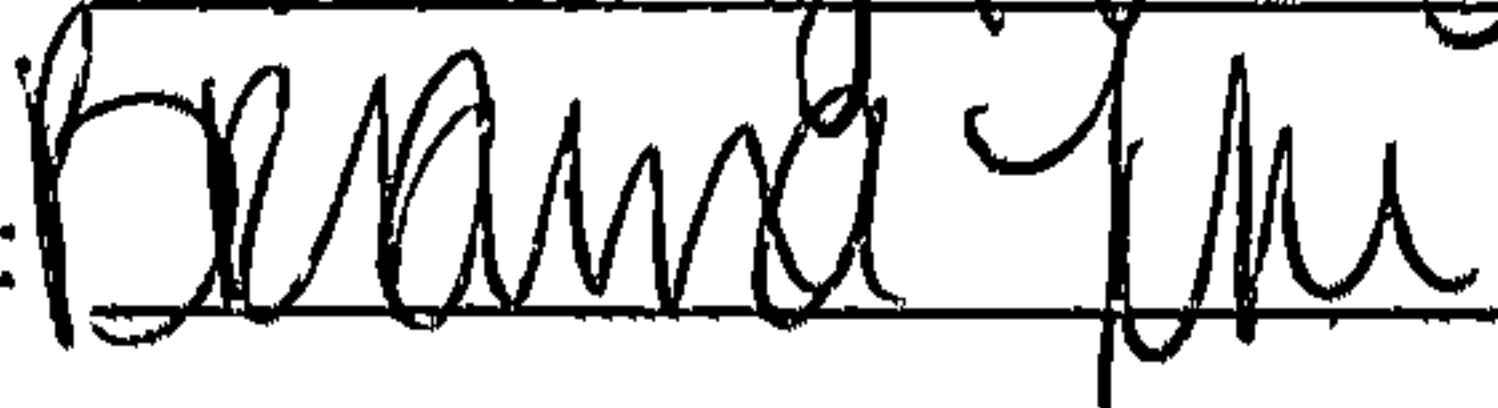
2. This Amended Memorandum is being recorded for the purpose of amending and replacing the description of the Premises and appurtenant easements attached to the Memorandum as Exhibit 1 with **Exhibit 1** attached hereto. Also monthly rental rate will be \$1500.00 a month. The previous monthly rental rate was \$1250.00 a month.

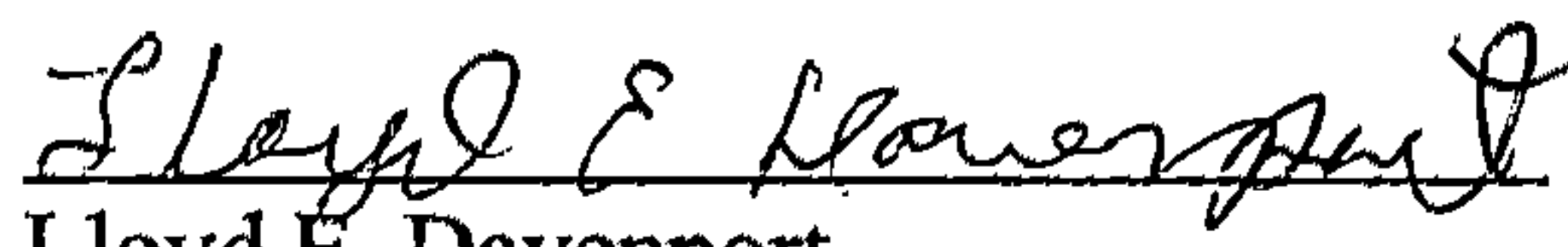
3. Unless amended hereby, all terms and conditions of the Memorandum shall remain in full force and affect.

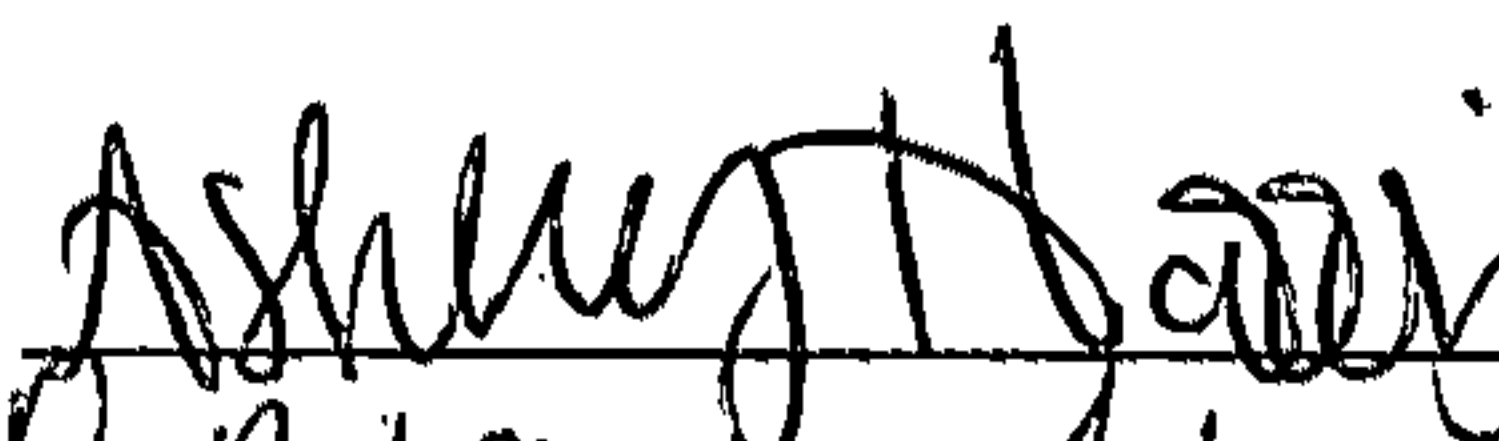
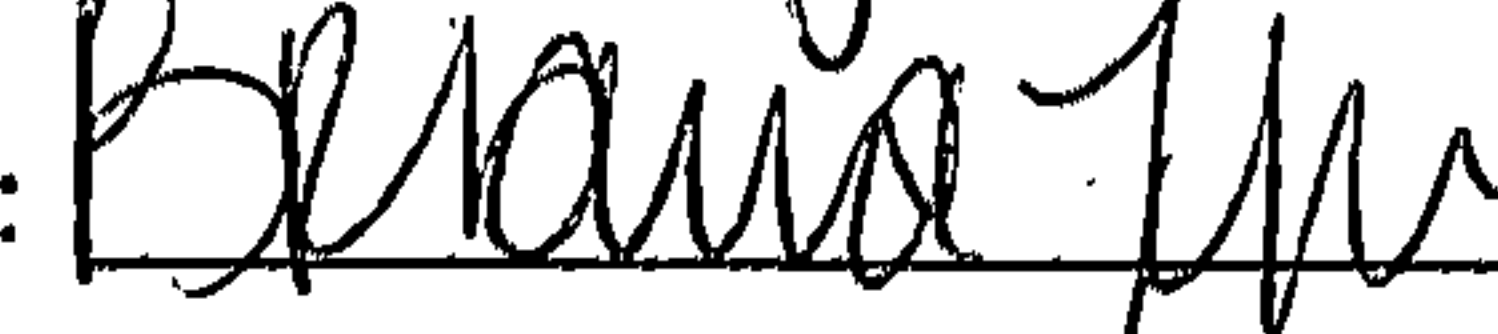
IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

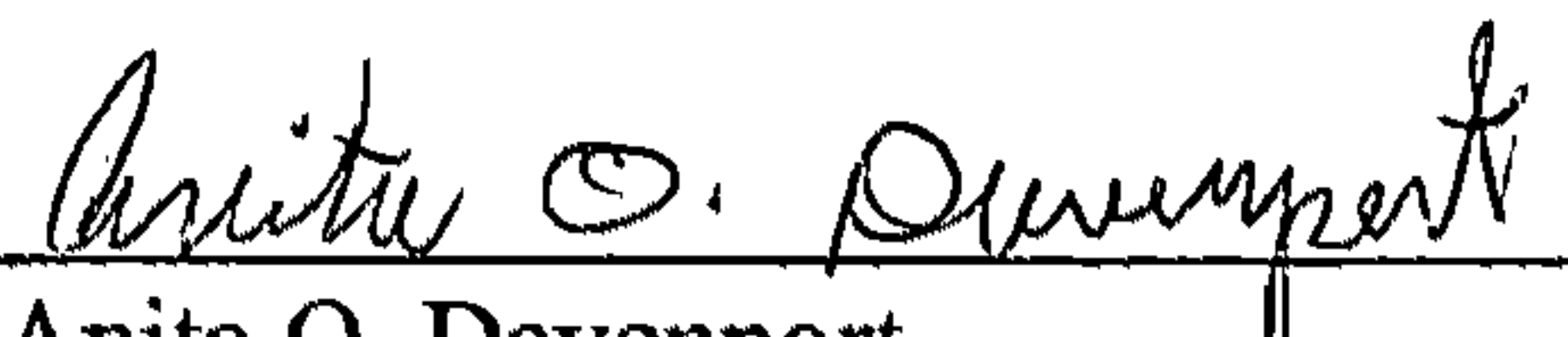
LANDLORD:

Lloyd E. Davenport and Anita O. Davenport,
Joint tenants with the right of survivorship

Witness: 
Witness: 

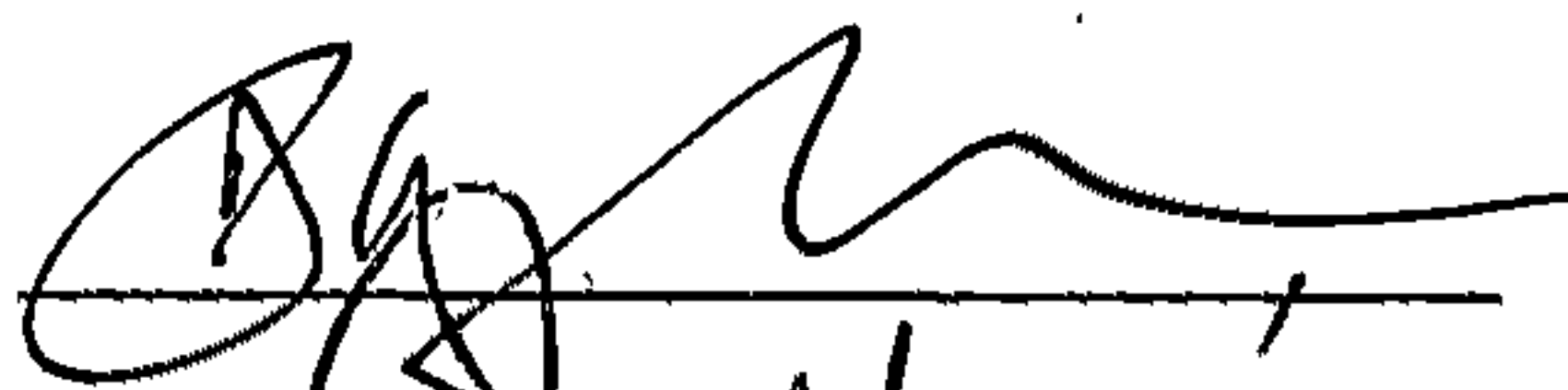
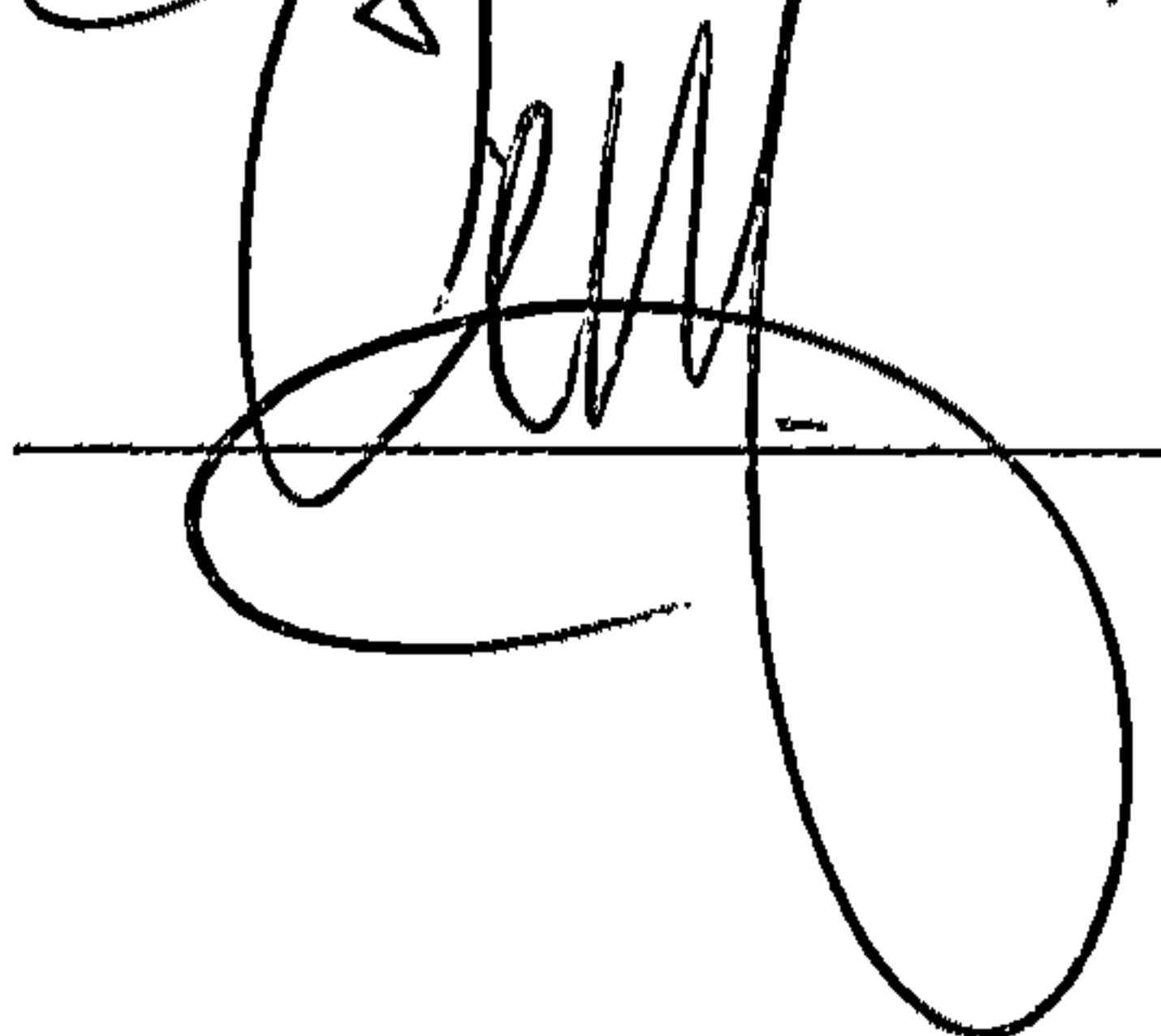

Lloyd E. Davenport

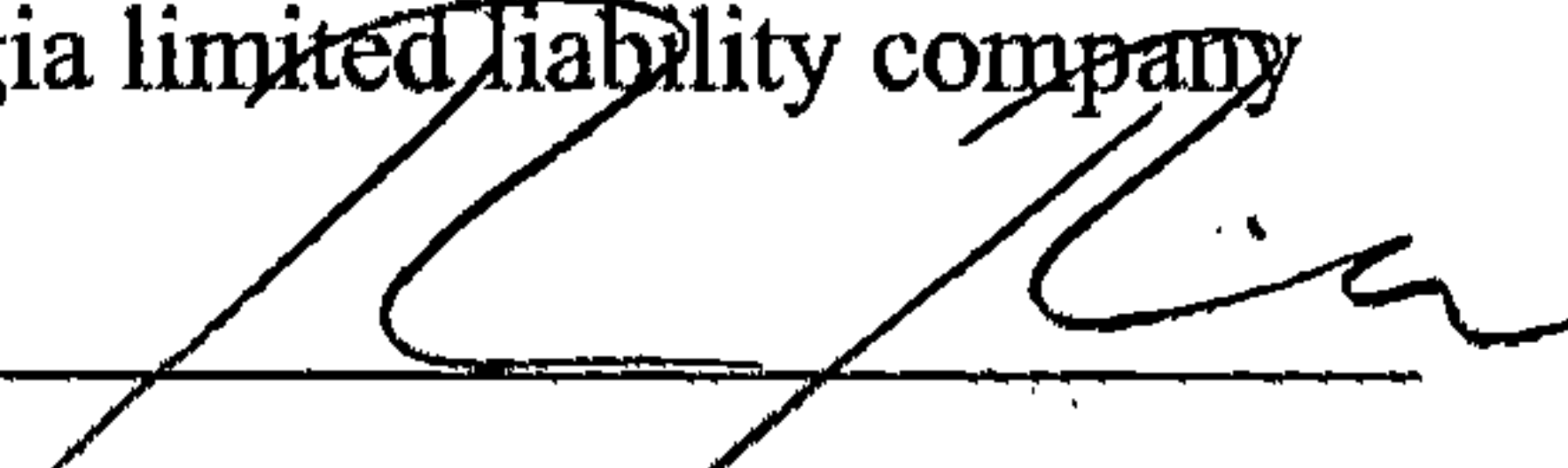
Witness: 
Witness: 


Anita O. Davenport
Date, July 1, 2021

TENANT:

CitySwitch II-A, LLC,
a Georgia limited liability company

Witness: 
Witness: 

By: 
Print Name: Robert Raville
President & CEO
Title: _____

LANDLORD ACKNOWLEDGMENT

STATE OF Alabama)
COUNTY OF Shelby) ss:

On the 1st day of July, 2022, before me, personally appeared Lloyd E. Davenport and Anita O. Davenport, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

[Signature]
Notary Public: Chandra S. Rudy

My Commission Expires **January 17, 2023**

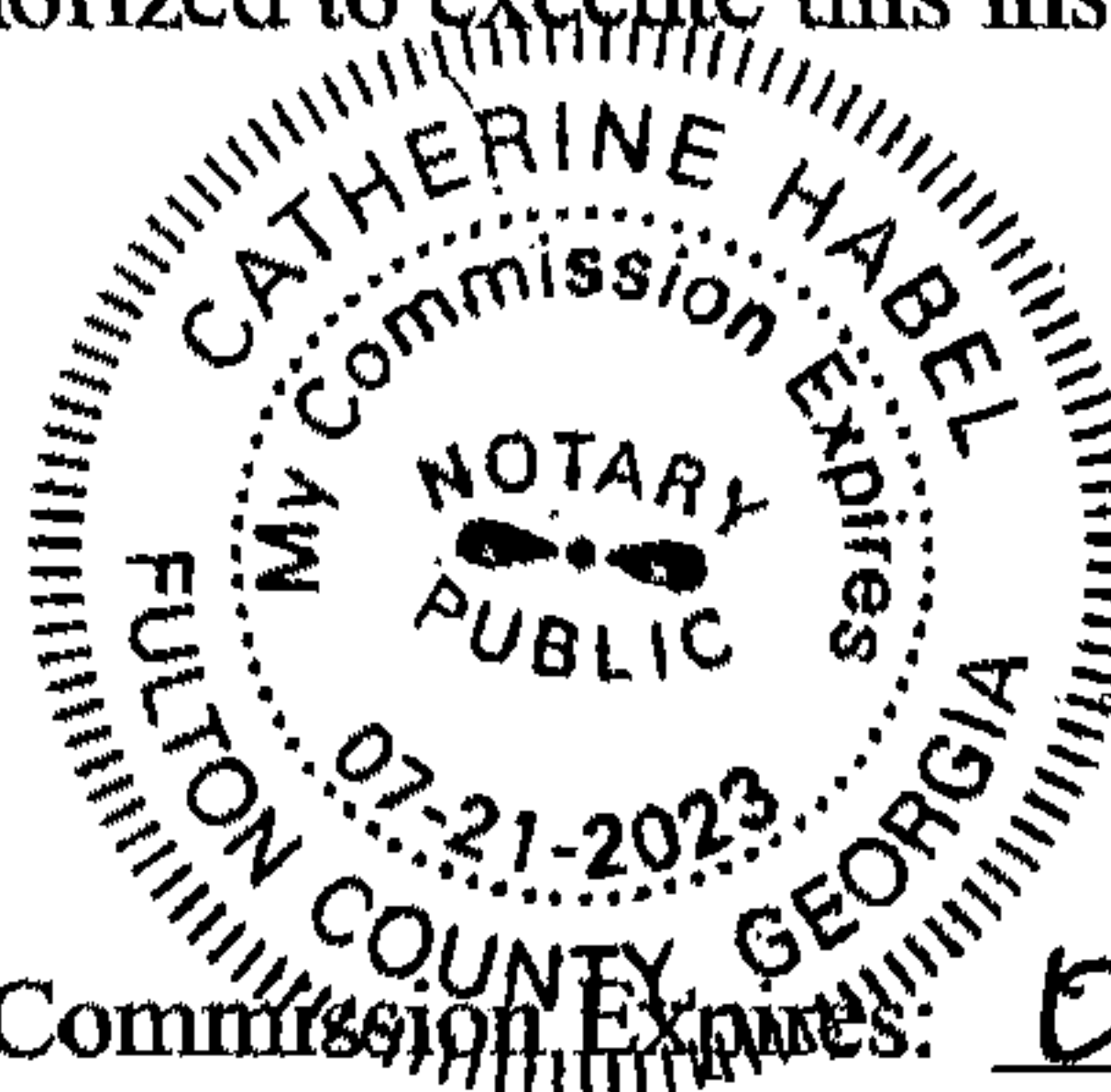
My Commission Expires: _____

TENANT ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF DEKALB) ss:

On the 9th day of JULY, 2021, before me personally appeared ROB RAVILLE, and acknowledged under oath that he/she is the PRES. & CEO of CitySwitch II-A, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

[Signature]
Notary Public: Catherine Habel



My Commission Expires: 07-21-2023

EXHIBIT 1

DESCRIPTION OF PREMISES

[FOLLOWS ON NEXT PAGE]

