

Return Address:
OLD REPUBLIC TITLE
530 S. MAIN ST. STE 1031
AKRON, OHIO 44311
330-436-6273
23020557

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) MEMORANDUM OF LEASE	
Grantor(s) HOEHN ROAD LLC	
Grantee(s) PARALLEL TOWERS III LLC	
Legal description PT OF SE1/4 NE1/4S22 T34N R1E W.M.EX N40 OF E300 OF W680; S40 OF E300 OF NE1/4 NE1/2 S22 T34N R1E W.M.; N1/2 NW1/4 S23 T34N R1E W.M. Additional legal is on page __4__ of document.	
Assessor's Property Tax Parcel/Account Number P19584, P19558, P19606	<input type="checkbox"/> Assessor Tax # not yet assigned
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature of Requesting Party

Prepared by and Return To:
Parallel Towers III LLC
6210 Ardrey Kell Road
Suite 450
Charlotte, NC 28277
Attn. Corporate Contracts Manager

Site Name: Shrimphack
Site Number: WA0005841

TC #: 23020557
PIN # P19584, P19558
P19606

WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE
ATTN: COMMERCIAL POST CLOSING
530 SOUTH MAIN ST
SUITE 1061
AKRON OHIO 44311
(330-436-6000)

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 24 day of May, 2023 by and between Hoehn Road LLC, a Washington Limited Liability Company having a mailing address of 15193 Doris Street, Anacortes, WA 98221-8333 (hereinafter referred to as "**Landlord**") and Parallel Towers III LLC, a Delaware limited liability company having a mailing address of 6210 Ardrey Kell Road, Suite 450, Charlotte, NC 28277 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a Lease Agreement ("**Agreement**") on the 24 day of May, 2023, for the purpose of installing, operating and maintaining a communication facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on May 24, 2023, with five (5) successive automatic five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. The Agreement gives Tenant a right to match a Rental Stream Offer in the event Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with the Agreement. This right does not apply to a purchaser of both the real property and the Rental Stream.
5. This Memorandum of 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 Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement 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 Agreement.

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

"LANDLORD"

Hoehn Road LLC,
a Washington Limited Liability Company

By: J E Claus
Name: JAMES E. CLAUS
Its: MEMBER
Date: MAY 11, 2023

"TENANT"

Parallel Towers III LLC,
a Delaware limited liability company

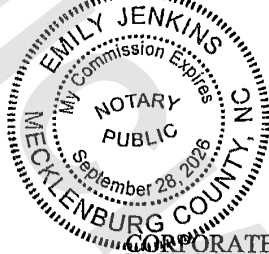
By: KAC
Name: KIMBERLY CARLOSOLA
Its: GENERAL COUNSEL
Date: 5/24/23

[ACKNOWLEDGMENTS APPEAR ON NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF NC)
) ss:
 COUNTY OF Mecklenburg)

On the 24 day of May, 2023 before me personally appeared Kimberly Calverley who acknowledged under oath that he/she is the General Counsel of Parallel Towers III LLC, a Delaware limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Notary Public: Emily Jenkins
 My Commission Expires: 9/28/26

CORPORATE ACKNOWLEDGMENT

STATE OF WA)
) ss:
 COUNTY OF Skagit)

I CERTIFY that on May 11, 2023, James Claws
 [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the member [title] of Hoehn Road LLC [name of corporation], the corporation named in the attached instrument,
 (b) was authorized to execute this instrument on behalf of the corporation and
 (c) executed the instrument as the act of the corporation.



Notary Public: Paulah
 My Commission Expires: July 17, 2023

EXHIBIT 1**DESCRIPTION OF PREMISES**

Page 1 of 1

to the Memorandum of Lease dated MAY 24, 2023, by and between Hoehn Road LLC, a Washington Limited Liability Company, as Landlord, and Parallel Towers III LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

PARCEL "A":

That portion of the Southeast 1/4 of the Northeast 1/4 of Section 22, Township 34 North, Range 1 East, W.M., lying Northerly of the County road commonly known as the Cougar Gap Road, as it existed on May 5, 1955,

EXCEPT the North 40 feet of the East 300 feet of the West 680 feet.

Situate in the County of Skagit, State of Washington. P19584

PARCEL "B":

The South 40 feet of the East 300 feet of the Northeast 1/4 of the Northeast 1/4 of Section 22, Township 34 North, Range 1 East, W.M.

Situate in the County of Skagit, State of Washington. P19558

PARCEL "C":

The North 1/2 of the Northwest 1/4 of Section 23, Township 34 North, Range 1 East, W.M. Situate in the County of Skagit, State of Washington. P19600e