

A.P.N. 1221-30-000-002

DOUGLAS COUNTY, NV **2016-888367**
Rec:\$20.00
\$20.00 Pgs=7 **09/29/2016 03:15 PM**
CROWN CASTLE USA
KAREN ELLISON, RECORDER

WHEN RECORDED RETURN TO:

After Recording Return to:
Crown Castle
1220 Augusta, Suite 600
Houston, TX 77057
Attn: PEP

Prepared by:
Lake & Cobb, PLC
1095 W. Rio Salado Pkwy, Suite 206
Tempe, AZ 85281

Space above this line for Recorder's Use
Prior recorded document(s) in Douglas County, Nevada:
December 2, 2004 at #0630859

This Memorandum does not contain the social security number of any person.

~~MEMORANDUM OF FIRST AMENDMENT TO~~
OPTION AND LEASE AGREEMENT

This Memorandum of First Amendment to Option and Lease Agreement is made effective this 21 day of September, 2016 by and between GERALD M. BAKER AND KAREN M. BAKER, husband and wife as joint tenants with right of survivorship (hereinafter referred to as "Landlord") and NCWPCS MPL 31 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and Reno Cellular Telephone Company, a District of Columbia partnership, d/b/a AT&T Wireless Services, by AT&T Wireless Services of Nevada, Inc., a Nevada corporation, its general parnter ("Original Tenant") entered into an Option and Lease Agreement dated June 25, 2004, a memorandum of which was recorded on December 2, 2004 at Instrument No. 0630859 in Book 1204, Page 00687 in the records of Douglas County, Nevada (the "Agreement") whereby Original Tenant leased certain real property, together with access and

utility easements, located in Douglas County, Nevada from Landlord (the "Premises"), all located within certain real property owned by Landlord ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. NCWPCS MPL 31 – Year Sites Tower Holdings LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

3. The Agreement had an initial term that commenced on June 6, 2005 and expired on June 5, 2010. The Agreement provides for five (5) extensions of five (5) years each, two (2) of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires June 5, 2035.

4. Landlord and Tenant have entered into a First Amendment to Option and Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for six (6) additional Extension Terms of five (5) years each. Pursuant to the First Amendment, the final Extension Term expires on June 5, 2065.

5. By the First Amendment, Landlord granted to Tenant the right of first refusal to purchase all, or a portion, of the Landlord's Property, under the following terms:

If Landlord receives an offer from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall

occur no earlier than fifteen days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

6. If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Landlord agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf. Landlord shall be entitled to no further consideration with respect to any of the foregoing matters.

7. The terms, covenants and provisions of the First Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

8. A copy of the First Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Landlord and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LANDLORD:
GERALD M. BAKER AND KAREN M. BAKER, husband and wife as joint tenants with right of survivorship

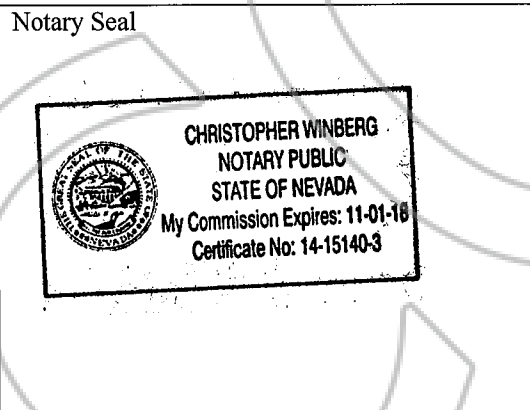
By: Gerald M Baker

Print Name: Gerald M. Baker

STATE OF Nevada)
)ss.
COUNTY OF Douglas)

On this 26 day of September 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared GERALD M. BAKER, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Option and Lease Agreement, and in due form of law acknowledged that he/~~she~~ signed this instrument as his/~~her~~ free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



Christopher Winberg
(Signature of Notary)

My Commission Expires: 11-01-18

LANDLORD:

GERALD M. BAKER AND KAREN M. BAKER, husband and wife as joint tenants with right of survivorship

By: Karen M Baker

Print Name: Karen M. Baker

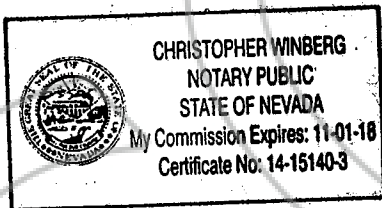
STATE OF Nevada)

COUNTY OF Douglas)
)ss.
)

On this 26 day of September 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared KAREN M. BAKER, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Option and Lease Agreement, and in due form of law acknowledged that ~~he~~/she signed this instrument as ~~his~~/her free and voluntary act for the uses and purposes mentioned in this instrument.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



Christopher Winberg

(Signature of Notary)

My Commission Expires: 11-01-18

TENANT:

NCWPCS MPL 31 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company

By: CCATT LLC, a Delaware limited liability company
Its: Attorney In Fact

By: *Matthew Norwood*
Print Name Matthew Norwood
Title: Real Estate Transaction Manager

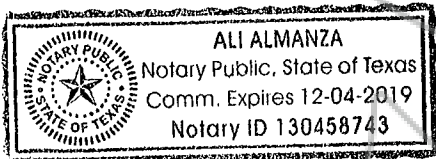
STATE OF Texas
COUNTY OF Harris

)
)ss.
)

On this 27 day of September 2016, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Matthew Norwood, the R.E.T. Mgr. of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Option and Lease Agreement, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal



Ali Almanza
(Signature of Notary)

My Commission Expires: Ali Almanza

EXHIBIT A
(Legal Description of Landlord's Property)

All that certain real property situate in the City of Garnerville, County of Douglas, State of Nevada, described as follows:

The South 1/2 of Lot 4, of the Southwest 1/4 of Section 30, Township 12 North, Range 21 East, M.D.B.&M.

Excepting therefrom a strip of land fifty feet in width extending along the entire West boundary of the hereinabove described premises and in fact, being the extreme Westerly fifty feet of said hereinabove described premises as excepted in that certain Land Contract recorded November 7, 1966, in Book 45, as File No. 34498, Official Records of Douglas County.

The above described legal description is the same as set forth in that certain Individual Grant Deed recorded on May 24, 1991 at Document Number 251361, Book 591, Page 3606 of the Official Records of Douglas County, Nevada.