

A.P.N. 1121-35-001-037

WHEN RECORDED RETURN TO:

NCWPCS MPL 31 - Year Sites Tower Holdings LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Prepared by:
Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

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

**Prior recorded document(s) in Douglas County, Nevada:
None**

**MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

This Memorandum of Second Amendment to Option and Lease Agreement is dated as of the date of Landlord's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between JUDITH ROSSO AND DAVID J. ROSSO, Trustees for the Harold J. Rosso Trust UA May 9, 1977 (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, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Tenant").

1. Landlord and Reno Cellular Telephone Company d/b/a AT&T Wireless Services ("Original Tenant") entered into an Option and Lease Agreement dated October 4, 2004 (the "Original 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. The Original Agreement was amended by that certain First Amendment to Option and Lease Agreement dated November 1, 2007 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement") Insert Lessor paragraph, if needed.

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

4. Agreement had an initial term that commenced on August 9, 2005. The First Amendment provides for a New Initial Term that expired on November 30, 2012. The Agreement, as amended, provides for five (5) extensions of five (5) years each, three (3) of which were exercised by Tenant (each extension is referred to as an "Extension Term"). According to the Agreement, the final Renewal Term expires November 30, 2037.

5. Landlord and Tenant have entered into a Second Amendment to Option and Lease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for four (4) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on November 30, 2057.

6. By the Second Amendment, Landlord granted to Tenant the right of first refusal to purchase a portion of the Landlord's Property, under the following terms:

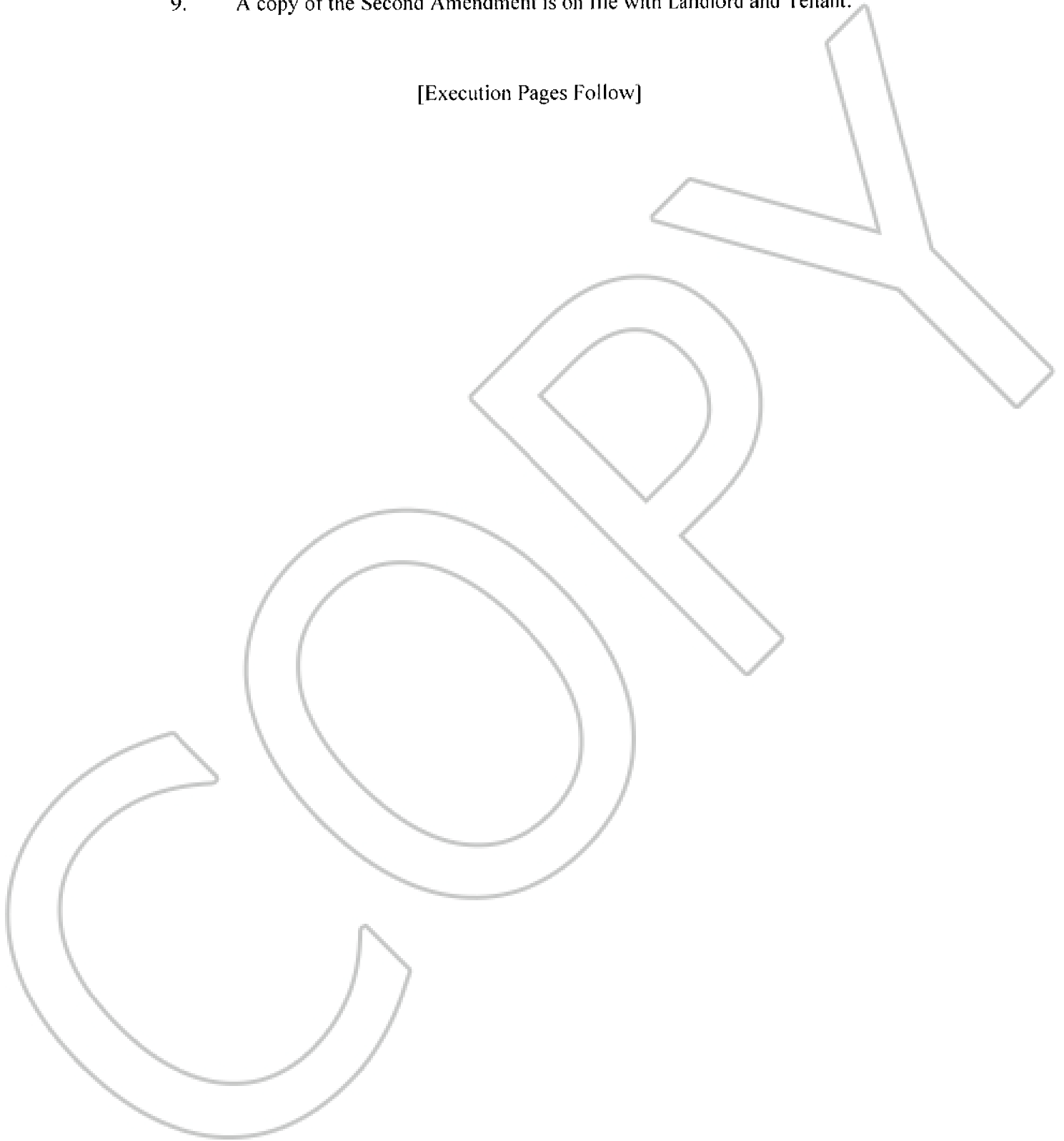
If Landlord receives an offer that it intends to accept to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that 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. 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, and the proposed closing date. 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 (15) 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.

7. By the Second Amendment, Landlord granted to Tenant the option to expand the Premises by up to an additional nine hundred (900) square feet adjacent to the Premises. Additional details of the foregoing expansion are set forth in the Second Amendment.

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


9. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]



TENANT:
NCWPCS MPL 31 - YEAR SITES TOWER
HOLDINGS LLC, a Delaware limited liability
company

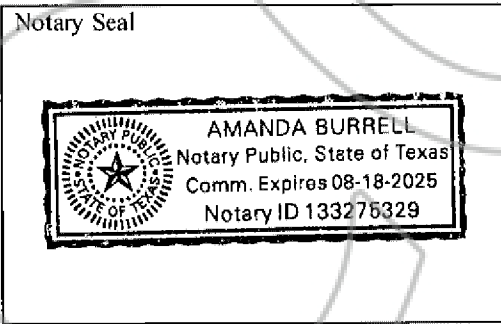
By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: 
Print Name: Matthew Norwood
Title: Director Nat'l REO
Date: 09/14/2023

STATE OF Texas)
COUNTY OF Harris)ss.
)

On this 14 day of September 2023, before me, the subscriber, a Notary Public in
and for said State and County, personally appeared Matthew Norwood, the
Director Nat'l REO of CCATT LLC, known or identified to me to be the person
whose name is subscribed to the foregoing Memorandum of Second 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.



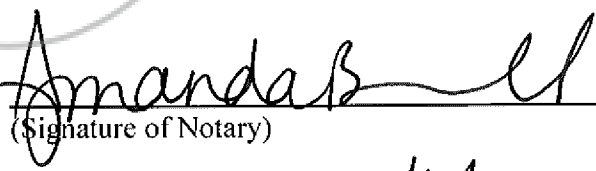

(Signature of Notary)
My Commission Expires: 08/18/2025

EXHIBIT A
(Legal Description of Landlord's Property)

North One-Half (N 1/2) of South One-Half (S 1/2) of the Northwest Quarter (NW 1/4) of Section 35, Township 11 North, Range 21, East M.D.B. & M., Douglas County, Nevada as shown on that certain Land Division Map recorded October 8, 1976 as Document No. 03830 in Book 1076, Page 331, of the Official Records of said Douglas County.

(Pursuant to NRS 111.312, the above legal description previously appeared in Grant, Bargain and Sale Deed, recorded on December 7, 2004, as Document Number 0631302)

