

A.P.N. 1320-29-402-010

WHEN RECORDED RETURN TO:

T-Mobile West Tower 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

Space above this line for Recorder's Use

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

Prior recorded document(s) in Douglas County, Nevada:
July 9, 1999 at #0472222, in Book 799, Page 1584

**MEMORANDUM OF FIRST AMENDMENT TO
COMMUNICATIONS SITE LEASE AGREEMENT**

This Memorandum of First Amendment to Communications Site Lease Agreement is dated as of the date of Lessor's signature, and made effective as of the date of execution by the last party hereto to sign ("Effective Date") by and between HIGH SIERRA DISTILLERY, LLC, a Delaware limited liability company, with a mailing address of 1701 Village Center Circle, Las Vegas, Nevada 89134 (hereinafter referred to as "Lessor") and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company, having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (hereinafter referred to as "Lessee").

1. Bently Nevada Corporation, a Nevada corporation ("Original Lessor") and Pacific Bell Mobile Services, a California corporation ("Original Lessee") entered into a Communications Site Lease Agreement dated May 21, 1999, a memorandum of which was recorded in the official records of Douglas County, Nevada ("Official Records") on July 9, 1999 at Instrument No. 0472222, in Book 799, Page 1584 (the "Lease") whereby Original Lessee leased certain real property, together with access and utility easements, located in Douglas County, Nevada from Original Lessor (the "Premises"), all located within certain real property owned by Original Lessor ("Lessor's Property"). Lessor's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. High Sierra Distillery, LLC is currently the Lessor under the Lease as the current owner of Lessor's Property, as more fully set forth in the Grant, Bargain, Sale Deed recorded on May 23, 2023 at Instrument No. 2023-996711 in the Official Records.

3. T-Mobile West Tower LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Lease had an initial term that commenced on November 11, 1999 and expired on November 10, 2004. The Lease provides for five (5) extensions of five (5) years each, four (4) of which were exercised by Lessee (each extension is referred to as a "Renewal Term"). According to the Lease, the final Renewal Term expires November 10, 2029.

5. Lessor and Lessee have entered into a First Amendment to Communications Site Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for five (5) additional Renewal Terms of five (5) years each. Pursuant to the First Amendment, the final Renewal Term expires on November 10, 2054.

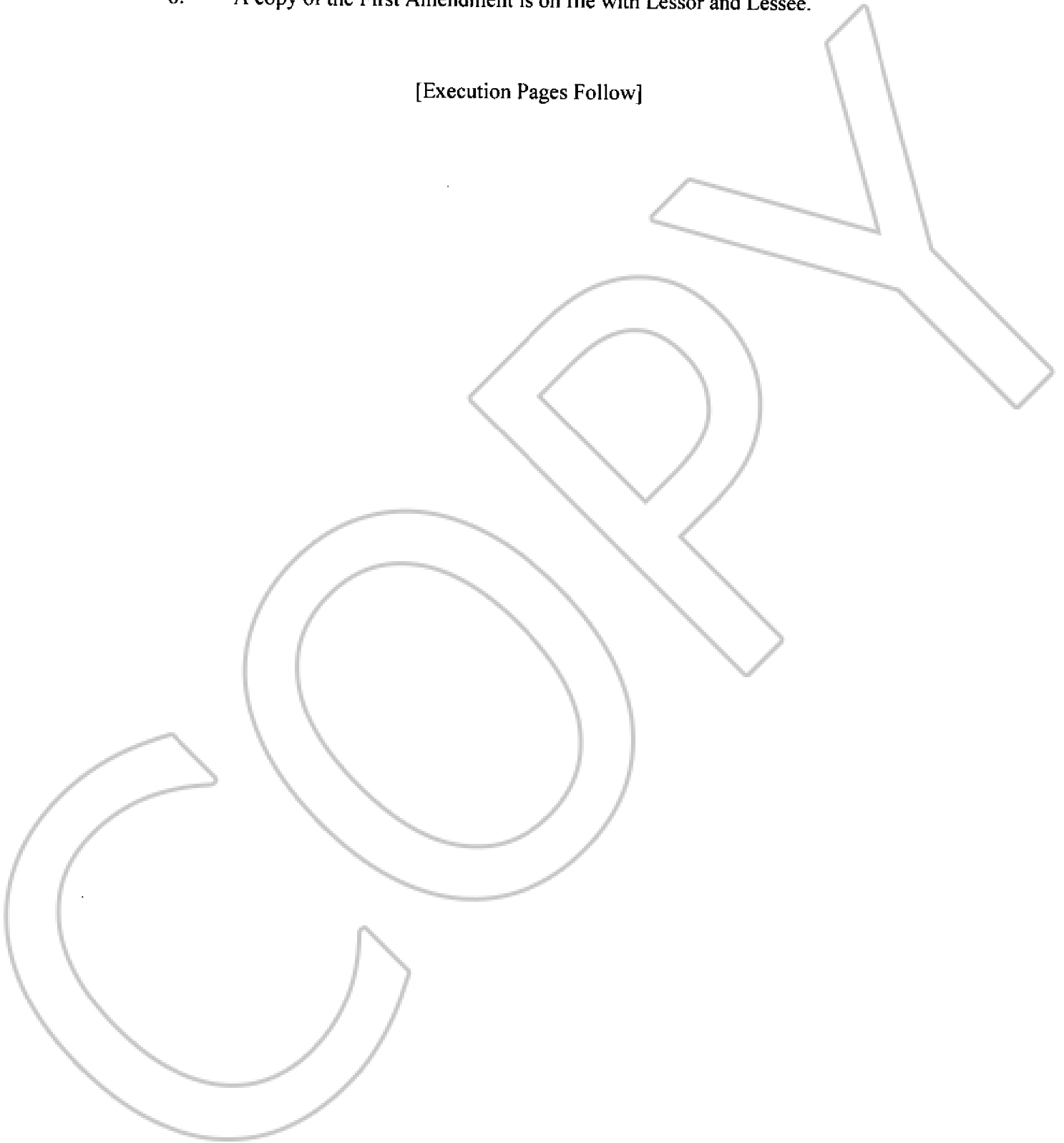
6. By the First Amendment, Lessor granted to Lessee the right of first refusal to purchase a portion of the Lessor's Property, under the following terms:

If Lessor receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Lessor's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Lessor's interest in the Lease, or an option for any of the foregoing, Lessor shall provide written notice to Lessee of said offer, and Lessee shall have a right of first refusal to acquire such interest, including all of Lessor's right, title and interest in the Lease, 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 Lessee's possessory or economic interest in the Premises. Lessor'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 Lessor'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 Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may convey the property as described in the Lessor's notice. If Lessee declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance. Lessee 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 Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Lessee's receipt of Lessor's notice and the assignment shall be effective upon written notice to Lessor.

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 Lessor and Lessee.

8. A copy of the First Amendment is on file with Lessor and Lessee.

[Execution Pages Follow]



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

LESSOR:
HIGH SIERRA DISTILLERY, LLC, a
Delaware limited liability company

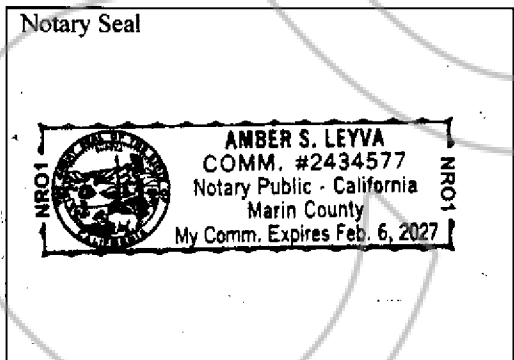
By: [Signature]
Print Name: Rosendo Velazquez Jr.
Title: CFO / Secretary
Date: 06/06/24

STATE OF California
COUNTY OF Sonoma

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 6 day of June 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Rosendo Velazquez, Jr., the CFO & Secretary of HIGH SIERRA DISTILLERY, LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Communications Site 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]
(Signature of Notary)

My Commission Expires: Feb. 6, 2027

LESSEE:

T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company

Its: Attorney In Fact

By: Mandy Hebert

Print Name: Mandy Hebert

Title: Mgr Real Estate

Date: 6/12/24

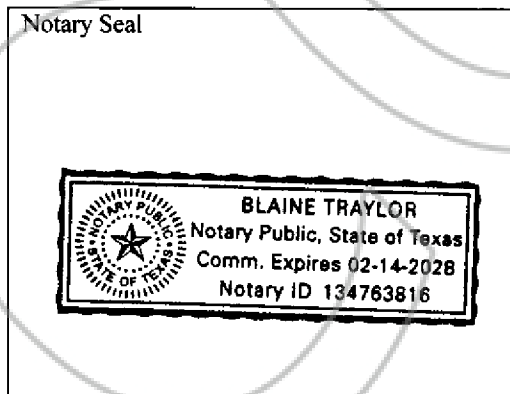
STATE OF Texas)

COUNTY OF Harris)

)ss.

On this 12 day of June 2024, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Mandy Hebert, the Mgr Real Estate of CCTMO LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Communications Site 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.



Blaine Traylor
(Signature of Notary)

My Commission Expires: 02-14-2028

EXHIBIT A
(Legal Description of Lessor's Property)

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

PARCEL 1

A parcel of land being a portion of Parcel No. 1 together with all of Parcel No. 2, as previously described in Book 706, at Page 1321, and filed for record on July 5, 2006, at Document No. 678896 in the office of the Douglas County Recorder, lying entirely within the South One-half of the Southwest One-quarter of Section 29, Township 13 North, Range 20 East of the Mount Diablo Meridian, Town of Minden, Douglas County, Nevada, and being more particularly described as follows:

Lots 1, 2, 3, 4, and the westerly 22 1/2 feet of Lot 5 in Block 2 of the North Addition to the Town of Minden, as shown on the Map of the North and West Additions to the Town of Minden filed for record at Document No. 11 in said Douglas County records;

Together with the South 1/2 of the unnamed street lying between Block 2 and Block 4 in said North Addition, lying adjacent to said Lots 1, 2, 3, 4, and the westerly 22 1/2 of Lot 5, as the same was abandoned by resolution recorded October 21, 1969, in Book 70, at Page 592, as File No. 46076 in said Douglas County records;

Excepting therefrom Parcel B, as previously described in Book 998, at Page 1120, and filed for record on September 4, 1998, at Document No. 448843 in said Douglas County records.

Parcel 2:

Lots 1, 2, and 3 in Block 4 of the North Addition to the Town of Minden, as shown on the Map of the North and West Additions to the Town of Minden filed for record at Document No. 11 in said Douglas County records;

Together with a parcel of land adjacent to said lots on the East described as:

Beginning at the Northeast corner of said Block 4;

Thence S 63°25'E a distance of 220 feet, more or less, to a point which would intersect the Westerly line of Lot 1 in Block 3 of said North Addition, protracted Northerly;

Thence S 26°35' W along said line a distance of 170 feet, more or less, to a point which would intersect the Southerly line of Block 4, if protracted Easterly;

Thence N 63°25' W along said line a distance of 170 feet, more or less, to the Southeast corner of said Block 4;

Thence N 09°29'E along the Easterly line of said Block 4 a distance of 177.86 feet to the Point of Beginning;

Together with the North 1/2 of the unnamed street lying between Block 2 and Block 4 in said North Addition, lying adjacent to said Lots 1, 2, and 3, and the Southerly line of the above

described parcel lying adjacent to the Easterly side of said Block 4, as the same was abandoned by resolution recorded October 21, 1969, in Book 70, at Page 592, as File No. 46076 in said Douglas County records.

The above described legal description is the same as Exhibit A-7 of that certain Grant, Bargain, Sale Deed recorded on May 23, 2023 at Instrument No. 2023-996711 in the Official Records of Douglas County, Nevada.