

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

See Exhibit "A" for Legal Description, Common Address and Parcel No.

This **MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT** (this "Memorandum") is made this 8 day of December, 2016, by and between **LUELLA HOLTON**, a single woman ("Landlord"), having a mailing address of c/o Duane Henderson, 1408 W. Colorado Ave., Colorado Springs, Colorado 80904, and **NCWPCS MPL 29 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company ("Tenant"), with a mailing address of Legal Department, Attn: Network Legal, Re: Fixed Asset No. 10093884, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through its attorney-in-fact, **CCATT LLC**, a Delaware limited liability company, with a mailing address of Attn: Legal - Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the current parties under that certain Option and Lease Agreement dated as of August 21, 2002, with a commencement date of February 15, 2003, originally by and between AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member ("AT&T"), as tenant, and Landlord, as landlord (the "Lease"), a memorandum of which was recorded on September 16, 2002 in Document Number 202156337 in the Public Records of El Paso County, Colorado and on October 29, 2003 in Document Number 203254809 in the Public Records of El Paso County, Colorado;

WHEREAS, the Lease was amended by that certain First Amendment to Option and Site Lease Agreement dated as of December 6, 2002;

WHEREAS, Tenant is the successor in interest to AT&T;

WHEREAS, the parties have modified the terms of the Lease by that certain Second Amendment to Option and Lease Agreement dated the same date as this Memorandum, by and between Landlord and Tenant, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records of El Paso County, Colorado; and

WHEREAS, the Amended Lease pertains to certain real property leased to Tenant together with access and utility easements granted to Tenant more particularly described in the Amended Lease (the "Leased Premises"), located on a portion of Landlord's property that is

more particularly described on Exhibit "A" attached hereto and incorporated by this reference ("Landlord's Property").

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Landlord hereby acknowledges, ratifies, and confirms Tenant's interest in and to the Amended Lease.
3. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
4. The Amended Lease provides that the initial term of the Amended Lease is ten (10) years, commencing on February 15, 2003, with twelve (12) extension terms of five (5) years each. The term of the Amended Lease, including all extension terms, if exercised, will expire on February 28, 2073.
5. The Amended Lease pertains to a portion of that certain real property described on Exhibit "A" attached hereto.
6. The Amended Lease provides Tenant with a right of first refusal with respect to all or a portion of Landlord's Property, upon the terms and conditions more particularly set forth in the Second Amendment to Option and Lease Agreement.
7. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
8. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

[Remainder of page intentionally left blank; signatures begin on the following page]

THIS DOCUMENT PREPARED BY:

**DYKEMA GOSSETT PLLC
Matthew S. Raczkowski, Esq.
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606**

AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

TRACT IN SE4SE4 SEC 2-16-67 AS FOLS, COM AT SE COR OF SD SE4, TH N 39<25' W 427.7 FT TO PT ON WLY LN OF STATE HWY 115 FOR POB, TH S 27<31' W 25 FT ON SD WLY R/W LN, ANG R 100<59' WLY 103.3 FT, ANG L 15<52' WLY 178.3 FT, ANG L 27<58' WLY 297.4 FT, N 33<09' W 1005 FT, TH E TO NE COR OF SD SE4SE4, S ON E LN OF SEC TO A PT 712.9 FT N OF SE COR OF SD SE4, S 54<05' W 53.9 FT, TH S 27<31' W TO POB EX TRS CONV BY BKS 1559-252, 1729-532, 2134-921 SUB TO + TOG WITH EASEMENT AS DES IN BK 3267-905.

Tax Parcel Identification Number: 76024-00-004

Common Address: 10410 S. State Highway 115, Colorado Springs, Colorado 80926

A-1

Site: SUNVIEW RV PARK
BUN: 855798 / FA: 10093884
4846-1094-7893.1
101460\002618

Sunview RV Park/CO

Prepared by :

Susan Cunningham
Telecomm Acquisition Group
789 Clarkson Street, #705
Denver, CO 80218

Robert C. Balink El Paso Cty, CO

10/29/2003 03:27

203254809

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Return to:

AT&T Wireless
Attn: Legal Department
2729 Prospect Park Drive
Rancho Cordova, California 95670

Cell Site No.: L3COPB=SSP03035 (AKA 963001035A05 - Sunview RV Park)

State: Colorado
County: El Paso

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 21st day of August, 2002, by and between **Luella Holton, a Sole Owner** having a mailing address of 1408 W. Colorado Avenue, Colorado Springs, CO 80904-4025 (hereinafter referred to as "Landlord") and **AT&T WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by AT&T Wireless Services, Inc., a Delaware corporation, its member**, with an office at 2729 Prospect Park Drive, Rancho Cordova, CA 95670 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 21st day of August, 2002, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of Ten (10) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with Four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. 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"

By: Luella Holton

Print Name: Luella Holton

Its: Sole Owner

Date: 8-19-2002

"TENANT"

By: Beth Davison

Print Name: Beth Davison

Its: Program Manager - Western Region

Date: 8/21/02

LANDLORD

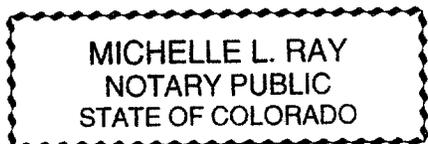
STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I CERTIFY that on August 19, 2002, **Luella Holton** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the **Sole Owner** named in this document; and
- (b) this document was signed and delivered by the sole owner as her voluntary act and deed.

Michelle L Ray
Notary Public

My Commission Expires: April 9, 2006



My Commission Expires 04/09/2006

TENANT

STATE OF Colorado)
COUNTY OF Wrayahoe) ss

I CERTIFY that on _____, 200__, **Beth Davison** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Program Manager, Western Region of AT&T Wireless Services, Inc.** a corporation of the State of **Delaware**, which is the member of AT&T Wireless PCS, LLC, the limited liability company named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

Colleen J. Cousino
Notary Public

My Commission Expires: 8/5/03

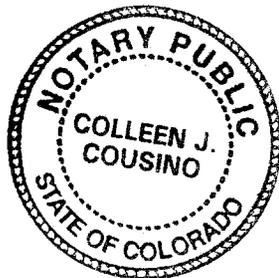


EXHIBIT 1

DESCRIPTION OF PREMISES

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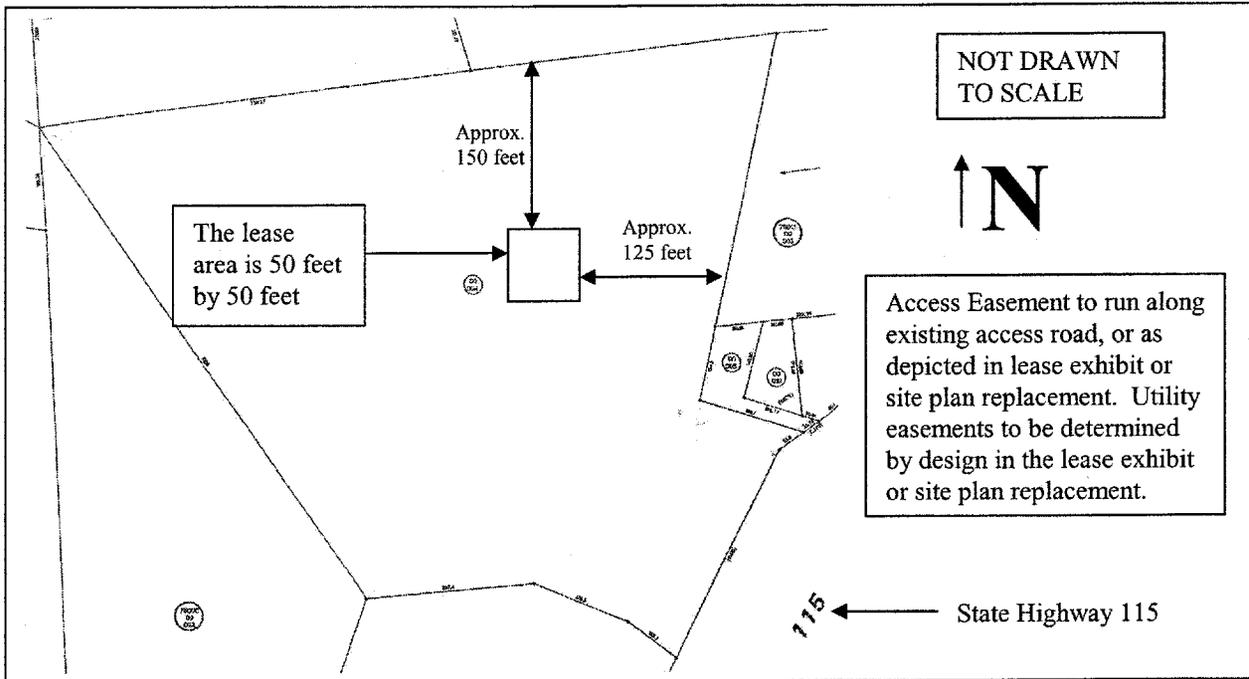
to the Agreement dated August 21, 2002, by and between **Luella Holton**, as Landlord, and **AT&T WIRELESS PCS, LLC**, a Delaware limited liability company, d/b/a **AT&T Wireless**, by **AT&T Wireless Services, Inc.**, a Delaware corporation, its member, as Tenant.

The Premises are described and/or depicted as follows:

Legal Description of the Parent Tract:

TRACT IN SEASE4 SEC 2-16-67 AS FOLS, COM AT SE COR OF SD SE4 TH N 39<25' W 427.7 FT TO PT ON WLY LN OF STATE HWY 115 FOR POB TH S 27<31' W 25 FT ON SD WLY R/W LN ANG R 100<59' WLY 103.3 FT, ANG L 15<52' WLY 178.3 FT, ANG L 27<58' WLY 297.4 FT, N 33<09' W 1005 FT, TH E TO NE COR OF SD SEASE4, S ON E LN OF SEC TO A PT 712.9 FT N OF SE COR OF SD SE4, S 54<05' W 53.9 FT, TH S 27<31' W TO POB EX TRS CONV BY BKS 1559-252, 1729-532, 2134-924 SUB TO + TOG WITH EASEMENT AS DES IN BK 3267-905

This Site Drawing may, at the Tenant's sole option, be replaced by a lease exhibit or a site plan drawing, attached to this lease agreement and follow directly behind Exhibit 1, which shall depict any or all of the following: the site leased area placement, the access easement and the utility easement.



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above

X L. H.
Initials

X Ed
Initials

Prepared by :

Susan Cunningham
Telecomm Acquisition Group
789 Clarkson Street, #705
Denver, CO 80218

Thressa A. Sholdt El Paso Cty, CO

09/16/2002 12:49

202156337

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Return to:

AT&T Wireless
Attn: Legal Department
2729 Prospect Park Drive
Rancho Cordova, California 95670

Cell Site No.: L3COPB=SSP03035 (AKA 963001035A05 - ~~XXXXXXXXXXXX~~)

State: Colorado
County: El Paso

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OF
LEASE**

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1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the 21st day of AUGUST, 2002, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: Luella Holton

Print Name: Luella Holton

Its: Sole Owner

Date: 8-19-2002

"TENANT"

By: Beth Davison

Print Name: Beth Davison

Its: Program Manager - Western Region

Date: 8/21/02

Thressa A. Sholdt El Paso Cty, CO

09/16/2002 12:49

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202156337

LANDLORD

STATE OF COLORADO)
) ss
COUNTY OF EL PASO)

I CERTIFY that on August 19, 2002, **Luella Holton** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as the **Sole Owner** named in this document; and
- (b) this document was signed and delivered by the sole owner as her voluntary act and deed.

MICHELLE L. RAY
 NOTARY PUBLIC
 STATE OF COLORADO

My Commission Expires 04/09/2006

Michelle L. Ray
Notary Public

My Commission Expires: April 9, 2006

TENANT

STATE OF Colorado)
) ss
COUNTY OF Arapahoe)

I CERTIFY that on 8/21, 20002, **Beth Davison** personally came before me and this person acknowledged under oath to my satisfaction, that:

- (a) this person signed, sealed and delivered the attached document as **Program Manager, Western Region of AT&T Wireless Services, Inc.** a corporation of the State of **Delaware**, which is the member of AT&T Wireless PCS, LLC, the limited liability company named in this document; and
- (b) this document was signed and delivered by the corporation as its voluntary act and deed, as the member of the limited liability company, on behalf of said limited liability company.

Chellen J. Cousin
Notary Public

My Commission Expires: 8/5/03

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