

A.P.N. 004-290-08

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

DOC# 229622

07/09/2015

02:17PM

Official Record

Requested By
CROWN CASTLE USA

Eureka County - NV

Sara Simmons - Recorder

Page: 1 of 7 Fee: \$45.00

Recorded By LH RPTT: \$0.00

Book- 0580 Page- 0188



0229622

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Prior recorded document(s) in Eureka County, Nevada:
August 14, 2014 at #0227694

MEMORANDUM OF FIRST AMENDMENT TO
LAND LEASE AGREEMENT

This Memorandum of First Amendment to Land Lease Agreement is made effective this 30 day of June, 2015 by and between LD ACQUISITION COMPANY 9 LLC, a Delaware limited liability company (hereinafter referred to as "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a Land Lease Agreement dated July 2, 2014 and effective as of December 1, 2012, a memorandum of which was recorded on August 14, 2014 at Instrument No. 0227694 in the official record of Eureka County, Nevada (the "Agreement") whereby Tenant leased certain real property, together with access and utility easements, located in Eureka County, Nevada from Landlord (the "Premises"), all located within certain real property over which Landlord holds an easement interest ("Landlord's Property"). Landlord's Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. LD Acquisition Company 9 LLC is currently the Landlord under the Agreement by virtue of an assignment from Original Landlord or its successor in interest.

3. New Cingular Wireless PCS, LLC is currently the Tenant under the Agreement as successor in interest to the Original Tenant.

4. The Agreement had an initial term that commenced on December 1, 2012 and expires on November 30, 2017. The Agreement provides for five extensions of five years each (each extension is referred to as an "Extension Term"). According to the Agreement, the final Extension Term expires November 30, 2042.

5. Landlord and Tenant have entered into a First Amendment to Land Lease Agreement (the "First Amendment"), of which this is a Memorandum, providing for three additional Extension Terms of five years each and one final extension of approximately four years ("Final Extension Term"). Pursuant to the First Amendment, the Final Extension Term expires on March 19, 2062.

6. If required 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.



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

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

[Execution Pages Follow]

COPY



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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:
LD ACQUISITION COMPANY 9 LLC, a
Delaware limited liability company

By: *E. Bacho*
Print Name: Ellen Bacho
Title: Authorized Signatory

STATE OF _____)
)ss.
COUNTY OF _____)

On this _____ day of _____ 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared _____, the _____ of LD ACQUISITION COMPANY 9 LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Land 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.

Attached

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

(Signature of Notary)

My Commission Expires: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

State of California

County of Los Angeles

On June 25, 2015 before me, Karen Theresa DeLaRosa Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ellen Bacho
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney In Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney In Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____



TENANT:
NEW CINGULAR WIRELESS PCS, LLC, a
Delaware limited liability company

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

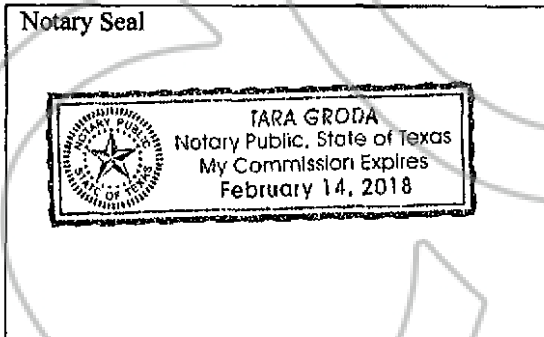
By: *[Signature]*
Print Name: Helen Smith
Title: Real Estate Transaction Manager

STATE OF Texas
COUNTY OF Davi

) ss.
)

On this 30 day of June 2015, before me, the subscriber, a Notary Public in and for said State and County, personally appeared Helen Smith, the PSM of CCATT LLC, known or identified to me to be the person whose name is subscribed to the foregoing Memorandum of First Amendment to Land 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: 2/14/2018

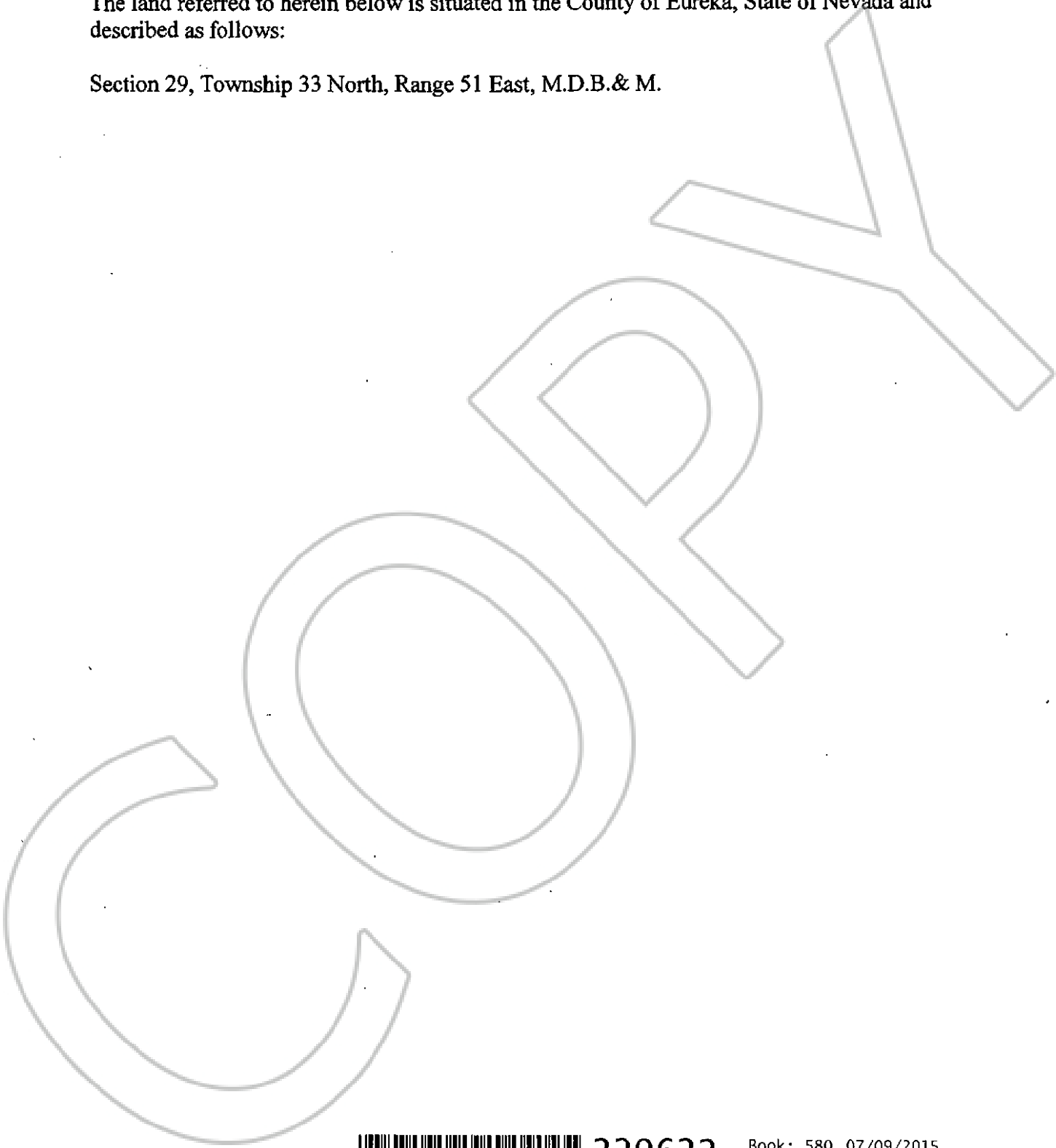
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EXHIBIT A
(Legal Description of Landlord's Property)

The land referred to herein below is situated in the County of Eureka, State of Nevada and described as follows:

Section 29, Township 33 North, Range 51 East, M.D.B.& M.



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Site Name: ZOD_Alltel_NV02_Marysmt
Business Unit #: 858012
Landmark #: TC120682