

**SECOND AMENDMENT TO
SITE LEASE AGREEMENT**

THIS SECOND AMENDMENT TO SITE LEASE AGREEMENT (the "Second Amendment") is made effective this ____ day of _____, 2021 ("Effective Date"), by and between the CITY OF SPARKS, NEVADA, a Municipal Corporation (hereinafter referred to as "Landlord") and NCWPCS MPL 26 - 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").

RECITALS

WHEREAS, Landlord and McCaw Communications of Nevada, Inc., a Nevada corporation, dba AT&T Wireless Services ("Original Tenant") entered into a Site Lease Agreement dated January 26, 1996 (the "Original Agreement") whereby Original Tenant leased certain real property, together with access and utility easements, located in Washoe County, Nevada from Landlord (the "Premises"), all located within certain real property owned by Landlord (the "Property"); and

WHEREAS, the Original Agreement was amended by that certain Addendum No. 1 to Site Lease Agreement dated May 19, 1997 ("First Amendment") (hereinafter the Original Agreement and First Amendment are collectively referred to as the "Agreement"); and

WHEREAS, NCWPCS MPL 26 - Year Sites Tower Holdings LLC is currently the tenant under the Agreement as successor in interest to the Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on January 26, 1996 and expired on January 31, 2001. The Agreement provides for four (4) extensions of five (5) years each, all of which were exercised by Tenant. According to the Agreement, the final extension expires on January 31, 2021 (the initial term and all extensions are collectively referred to as the "Existing Term"); and

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

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

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Lease Term. At the conclusion of the Existing Term (January 31, 2021), Tenant shall be entitled to one additional five-year extension (the "Renewal Term"), commencing on February 1, 2021 and expiring on January 31, 2026.

3. Rent. On February 1, 2021 the monthly Rent shall be Three Thousand Three Hundred Fifty and 00/100 Dollars (\$3,350.00) per month. This Rent increase replaces and is in lieu of the regular Rent increase scheduled to occur pursuant to the Agreement on the same date. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Agreement.

4. Improvements; Utilities; Access. Section 6(c) of the Agreement is stricken and replaced with the following: Landlord shall provide Tenant ingress and egress from an open and improved public road, and access over and under the Property and to and within the Building adequate to service the Premises and the Antenna Facilities. Landlord shall be entitled to forty-eight (48) hours' notice of any employee, contractor, vendor or representative authorized by Tenant requiring access to the Property. Tenant shall contact Landlord via telephone at 775-353-1618 to provide notice of its need for access to the Property. In the event of emergency, as described by Tenant, where Tenant cannot reasonably comply with the foregoing access notification procedures, Tenant shall have the right to access the Premises as is reasonably necessary, and Tenant shall, within twenty-four (24) hours following actual notice of emergency access, inform Landlord of (i) the date and time of emergency access and (ii) the nature of the event requiring emergency access.

5. Obstruction of Property. Employees, contractors, vendors or representatives authorized by Tenant will not block, obstruct, or substantially interfere with Landlord's use of the Property outside of the Premises.

6. Storage of Equipment and Materials. Employees, contractors, vendors or representatives authorized by Tenant will not store materials or equipment within the Property outside of Premises. Alternative locations for the storage of equipment and materials will be the responsibility of the Tenant.

7. Survey. Tenant may, at its discretion and at its sole cost, obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith, provided that such survey shall not be publicly recorded or otherwise made available to the public unless approved in advance and in writing by Landlord. Tenant acknowledges that the Property serves as critical emergency services and public health infrastructure and Landlord has a significant interest in ensuring that floor plans of the Property are not made public. Tenant shall not be permitted to attach a Survey as an exhibit to this Second Amendment and any related memorandum for recording without the express written approval of Landlord.

8. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

a) Landlord is duly authorized to and has the full power and authority to enter into this Second Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

c) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

d) Landlord acknowledges that the Premises, as defined, shall include any portion of the Property on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

9. Notices. Tenant's notice address as stated in Section 16 of the Original Agreement is amended as follows:

If to Tenant:

NCWPCS MPL 26 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

10. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Property is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

11. Counterparts. This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

12. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

13. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the official records of Washoe County, Nevada at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

[Signature pages follow]

Landlord and Tenant have caused this Second Amendment to be duly executed on the day and year first written above.

LANDLORD:
CITY OF SPARKS, NEVADA,
a Municipal Corporation

By: _____

Ed Lawson, Mayor

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

[Tenant Execution Page Follows]

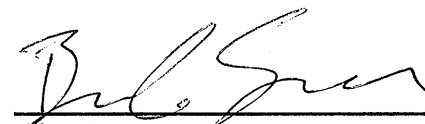
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By: _____

Ed Lawson, Mayor

APPROVED AS TO FORM



City Attorney

ATTEST:

City Clerk

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date first written above.

TENANT:
NCWPCS MPL 26 - YEAR SITES TOWER
HOLDINGS LLC,
a Delaware limited liability company

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

By: Melanie Webb

Print Name: Melanie Webb

Print Title: Senior Transaction Manager