

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT (“**First Amendment**”) is to be effective as of the date of the last signature below (the “**Effective Date**”), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 (“**Landlord**”), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“**Tenant**”).

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated November 12, 2003, a memorandum of which was recorded in Book 2445, Page 491 in the Public Records of Fayette County (as amended and/or assigned, the “**Agreement**”), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the “**Leased Property**”), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

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

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 4 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

“Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods.”

Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end January 25, 2037.

4. **Rent Increase.** The rent for the fifth (5th) renewal option shall be determined in accordance with Section 5 of the Agreement.

5. **Government Approvals.** If requested 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 Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

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

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

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

(c) 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.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant 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 Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:

NCWPCS MPL 31 - 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

Landlord:

Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased 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 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.

9. **Counterparts.** This First 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.

10. **Remainder of Lease 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 First Amendment is hereby amended to be consistent.

11. **Letter Agreement.** This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

**LEXINGTON – FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP 82853

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

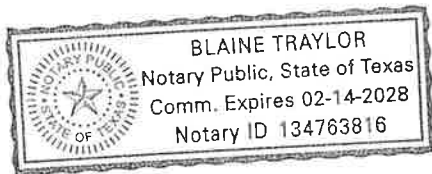
By: Amanda S
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:


(Signature)

Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94018830; 38175050

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("Memorandum") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated November 12, 2003, a memorandum of which was recorded in Book 2445, Page 491 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Page 1

Site Name: LX5007 CAMELOT
Business Unit #: 841159

2. Landlord is the current Landlord under the Agreement.
3. Tenant is the current Tenant under the Agreement.
4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.
5. At the conclusion of the initial term expiring on January 25, 2012, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end January 25, 2037.
6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.
7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.
8. This Memorandum 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

**LEXINGTON - FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

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: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

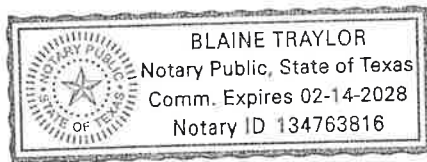


EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

TRACT I

Beginning at a point in the line of Donahue in the division line between Harrison and Walton; thence with the aforesaid division line between Harrison and Walton N 27° 01' E 550 feet; thence for a new line with Harrison S 70° 27' E 500.00 feet to the line of Broadbus; thence with Broadbus for two calls S 26° 34' W 170.7 feet and S 26° 07' W 379.3 feet to the line of Donahue; thence with Donahue N 70° 20' W 507 feet and containing 6.30 acres.

Being a tract of land conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 20, 1964 of record in Deed Book 796, Page 313 in the Fayette County Clerk's Office.

TRACT II

All of that tract or parcel of land known as the "Pump Station Site" as shown on the recorded plat of Unit 2-C Stoneybrook Subdivision of record in Plat Cabinet C, Slide 623 in the Fayette County Clerk's Office, and more particularly described as:

Beginning at a point in the line of Stoneybrook Subdivision, Unit 2-C and Downing, said point being a rear corner to Lot 8, Block "H"; thence with the rear line of Lots 8 and 9, N 44° 15' W 120.0 feet to a point; thence with the line of the park area, N 82° 46' E

126.24 feet to a point in the line of Downing; thence with Downing's line, S 22° 10' W 110.0 feet to the point of beginning, containing 0.139 acres.

Together with all of grantor's right, title and interest in and to the 50-foot access roadway easement across the "Park Area" site shown on said plat, and the 30-foot access easement lying and being between Lot 1, Block "G" and Lot 14, Block "H", as shown on said plat.

Being that same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 20, 1964 of record in Deed Book 796, Page 318 in the aforesaid Clerk's Office.

TRACT III

Being all of Lot No. 31A, Block "C", Unit 1-C, Section 3, Amended of Pickway Subdivision as shown by plat of record in Plat Book 30, Page 5 in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated September 28, 1977, of record in Deed Book 1182, Page 180 in the aforesaid Clerk's Office.

TRACT IV

Being all of Lot No. 35B of Block "D" of Devondale Subdivision, Unit 3-D, as shown by plat of record in Plat Cabinet A, Slide 423, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated February 5, 1973, of record in Deed Book 1073, Page 62, in the aforesaid Clerk's Office.

TRACT V

Being all of Lot 14A, Block "K" of South Point Subdivision, Unit 2-A, as shown by plat of record in Plat Cabinet A, Slide 639, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated December 6, 1974, of record in Deed Book 1116, Page 114, in the aforesaid Clerk's Office.

TRACT VI

Being all of Parcel 1 of a Consolidation Record Plat for the E. H. Peter, Jr. property of record in Plat Cabinet B, Slide 610, in the Fayette County Clerk's Office.

Being the same property conveyed to Bluegrass Disposal Corporation, a Kentucky corporation, by deed dated May 11, 1977, of record in Deed Book 1211, Page 775, in the aforesaid Clerk's Office.

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("First Amendment") is to be effective as of the date of the last signature below (the "Effective Date"), by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**").

WHEREAS, Landlord and Tenant, as successor in interest to Powertel/Memphis, Inc., are parties to that certain Option and Ground Lease Agreement dated March 16, 2006 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Fayette, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

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

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

"Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end June 22, 2036.

4. **Rent Increase.** On June 23, 2031 the annual rent shall increase to \$36,204.38 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals.** If requested 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 Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

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

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

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

(c) 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.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant 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 Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:

T-Mobile USA Tower LLC
12920 S.E. 38th Street
Bellevue, Washington 98006
Attention: Leasing Administration

With a copy to:

T-Mobile USA Tower LLC
c/o CCTMO LLC
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

Landlord:

Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased 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 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.

9. **Counterparts.** This First 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.

10. **Remainder of Lease 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 First Amendment is hereby amended to be consistent.

11. **Letter Agreement.** This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT PUBLIC FACILITIES
CORPORATION,** a Kentucky non-profit
corporation

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/27
Commission No., if any KYNP82853

TENANT:

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

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

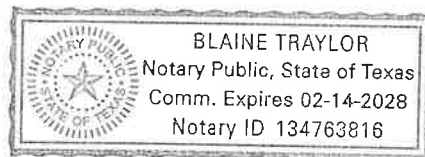
By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of **CCTMO LLC**, a Delaware limited liability company, the Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

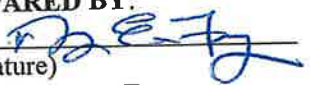
Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:

(Signature) 

Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 10028620; 38200890

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("Memorandum") is to be effective the date of the last signature below, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by and through CCTMO LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to Powertel/Memphis, Inc., are parties to that certain Option and Ground Lease Agreement dated March 16, 2006 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Fayette, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Page 1

Site Name: East Hickman
Business Unit #: 823850

2. Landlord is the current Landlord under the Agreement.
3. Tenant is the current Tenant under the Agreement.
4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith (the **"First Amendment"**).
5. At the conclusion of the initial term expiring on June 22, 2011, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised three (3) renewal options, leaving a balance of two (2) renewal options for five (5) years each. If all renewal options are exercised, the last renewal option shall end June 22, 2036.
6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.
7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.
8. This Memorandum 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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

**LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT PUBLIC FACILITIES
CORPORATION,** a Kentucky non-profit
corporation

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 31st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PUBLIC FACILITIES CORPORATION**, a Kentucky non-profit corporation, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Steck
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP22863

TENANT:

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

By: CCTMO LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCTMO LLC, a Delaware limited liability company, the Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

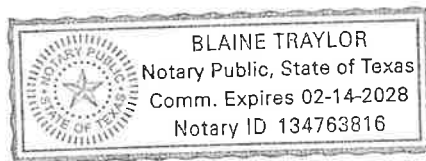


EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

SITUATED IN THE COUNTY OF FAYETTE, STATE OF KENTUCKY:

AS FOUND IN DEED BOOK 1569, PAGE 541 OF THE RECORDS OF FAYETTE COUNTY CLERK'S OFFICE:

BEING 40.29 ACRES LOCATED NEAR THE CUMBERLAND HILL SUBDIVISION IN THE CITY OF LEXINGTON, FAYETTE COUNTY, KENTUCKY, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF, CONSISTING OF ONE PAGE.

BEING A PART OF THE SAME PROPERTY CONVEYED TO GRANTOR HEREIN BY DEED DATED APRIL 19, 1984, OF RECORD IN DEED BOOK 1339, PAGE 806 AND BY DEED DATED APRIL 18, 1984, OF RECORD IN DEED BOOK 1339, PAGE 808, FAYETTE COUNTY CLERK'S OFFICE.

BEING 40.29 ACRES AS SHOWN BY THE PUBLIC ACQUISITION MINOR SUBDIVISION PLAT OF A PORTION OF TATES CREEK FARM (CUMBERLAND HILL, A JOINT VENTURE PROPERTY), KNOWN AS A PORTION OF 4675 TATES CREEK ROAD, LEXINGTON, FAYETTE COUNTY, KENTUCKY, AS SHOWN BY PLAT THEREOF OF RECORD IN PLAT CABINET I, SLIDE 226, FAYETTE COUNTY CLERK'S OFFICE.

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("First Amendment") is to be effective as of the date of the last signature below (the "Effective Date"), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("Landlord"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through **CCATT LLC**, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Tenant").

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated March 8, 2004, a memorandum of which was recorded in Book 2458, Page 201 in the Public Records of Fayette County (as amended and/or assigned, the "Agreement"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "Leased Property"), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

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

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

"Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods."

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end April 14, 2034.

4. **Rent Increase.** On April 15, 2029, the annual rent shall increase to \$28,963.57 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals.** If requested 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 Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

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

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

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

(c) 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.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant 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 Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:

NCWPCS MPL 31 - 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

Landlord:

Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased 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 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.

9. **Counterparts.** This First 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.

10. **Remainder of Lease 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 First Amendment is hereby amended to be consistent.

11. **Letter Agreement.** This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

**LEXINGTON - FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Horton
Name: Linda Horton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Horton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON - FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stack
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82863

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

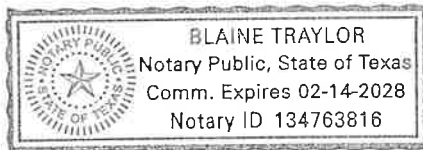
By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:



(Signature)

Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94011360

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("Memorandum") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated March 8, 2004, a memorandum of which was recorded in Book 2458, Page 201 in the Public Records of Fayette County (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Page 1

Site Name: LX5085 AQUATIC CENTER
Business Unit #: 841876

2. Landlord is the current Landlord under the Agreement.
3. Tenant is the current Tenant under the Agreement.
4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.
5. At the conclusion of the initial term expiring on April 14, 2009, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end April 14, 2034.
6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.
7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.
8. This Memorandum 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

**LEXINGTON – FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Mackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

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: Amanda
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

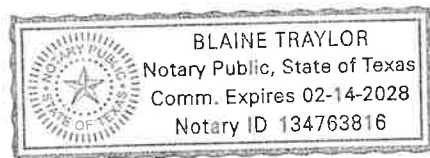


EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

BEGINNING at a point said point being a corner to Bollinger and Martin and the Bates Creek Country Club, said point also being S 39°18' W 64 73 feet from the intersection of the south right-of-way line of Gainesway Drive with the line of the Bates Creek Country Club, thence, with the line of Bollinger and Martin and continuing with the line of Gainesway, Unit 7-A, for two calls N 39°18' E 857 70 feet and N 33°42' E 546 10 feet to a corner to Gaines, thence, with the line of Gaines and continuing with Kelly and Pilumbo for five calls S 55°28' E 1754 38 feet, S 21°11' W 191 40 feet, S 69°42' E 708 30 feet, S 21°53' W 1481 33 feet and S 21°04' E 739 92 feet to a point in another tract of Gaines, thence, with Gaines' line for four calls N 71°30' W 108 78 feet, S 20°09' W 887 30 feet, N 67°30' W 211 08 feet and S 38°03' W 700 67 feet to a corner to Bollinger and Martin, thence, with the line of Bollinger and Martin for nine calls E 31°24' E 1369 75 feet, N 49°48' E 337 84 feet, N 60°41' W 228 31 feet, S 70°50' W 310 88 feet, S 86°15' W 649 25 feet, S 58°05' W 522 52 feet, E 15°11' W 436 00 feet, S 22°50' N 286 16 feet, and E 13°23' E 257 11 feet to the point of beginning, containing 12.00 acres and,

BEING a part of the same property conveyed to Bates Creek Country Club, Inc. by Deed from John R. Gaines dated September 16, 1969, of record in Deed Book 972 at Page 236 in the Fayette County Court Clerk's Office, and, by Deed from Jayne W. Bolotin and David Bolotin, her husband, dated January 29, 1960, of record in Deed Book 685 at Page 556 in the Fayette County Court Clerk's Office

FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT (“**First Amendment**”) is to be effective as of the date of the last signature below (the “**Effective Date**”), by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 (“**Landlord**”), and **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“**Tenant**”).

WHEREAS, Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated July 6, 2004 (as amended and/or assigned, the “**Agreement**”), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the “**Leased Property**”), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

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

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this First Amendment.

2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

3. **Renewal.** The first sentence of Section 5 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

“Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods.”

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end October 14, 2034.

4. **Rent Increase.** On October 15, 2029, the annual rent shall increase to \$26,550.00 per year. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date, if any.

5. **Government Approvals.** If requested 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 Leased Property, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Property for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto.

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

(a) Landlord possesses fee simple title to the real property on which the Leased Property is located and is the Landlord under the Agreement.

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

(c) 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.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant 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 Leased Property under the Agreement as amended hereby.

(e) Landlord acknowledges that the Leased Property, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

7. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement are hereby deleted in their entirety and replaced with the following:

Tenant:

NCWPCS MPL 33 - 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

Landlord:

Lexington-Fayette Urban County
Attn: Sandra Lopez, Sr. Administrative Officer
Real Estate, Properties, Cell Towers & Utilities Manager
Lexington Fayette Urban County Government
Department of General Services
200 E. Main St., 4th Floor
Lexington, KY 40507

8. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Tenant. In the event the Leased 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 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.

9. **Counterparts.** This First 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.

10. **Remainder of Lease 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 First Amendment is hereby amended to be consistent.

11. **Letter Agreement.** This First Amendment supersedes that certain Agreement to Amend Lease previously provided by Tenant to Landlord ("**Letter Agreement**") and in case of any conflict or inconsistency between the terms and conditions contained in the Letter Agreement and the terms and conditions contained in this First Amendment, this First Amendment shall control.

12. **Memorandum.** The parties acknowledge and agree that Tenant shall have the right to record a memorandum of this First Amendment in the appropriate real estate records in the county where the Leased Property is located.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to Option and Ground Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

**LEXINGTON – FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Horton
Name: Linda Horton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21 day of July, 2025, the foregoing instrument was acknowledged before me by Linda Horton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Maackenzie Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP62853

TENANT:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

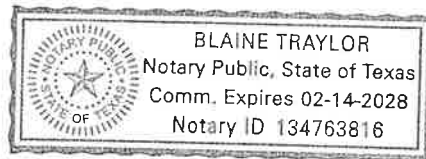
By: Amanda Gray
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

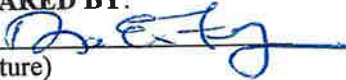
Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816



**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

Crown Castle
8020 Katy Freeway
Houston, TX 77024

PREPARED BY:



(Signature)
Daniel E. Fausz, Esq.
Taft Stettinius & Hollister LLP
425 Walnut St #1800
Cincinnati, OH 45202
Telephone 513-357-9321

APN(s) – 94038570; 38174790

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND GROUND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT ("Memorandum") is to be effective the date of the last signature below, by and between **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, with a mailing address of 200 E. Main St., 4th Floor, Lexington, KY 40507 ("**Landlord**"), and **NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC**, a Delaware limited liability company, by and through **CCATT LLC**, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("**Tenant**"), with reference to the following facts:

Landlord and Tenant desire to have this Memorandum recorded in the Public Records of Fayette County, Kentucky.

The parties have agreed as follows:

1. Landlord and Tenant, as successor in interest to BellSouth Mobility LLC, a Georgia limited liability company d/b/a Cingular Wireless, are parties to that certain Option and Ground Lease Agreement dated July 6, 2004 (as amended and/or assigned, the "**Agreement**"), for the lease of property located in Lexington, Fayette County, Kentucky, as more particularly described in the Agreement (the "**Leased Property**"), being part of a larger parcel of property owned by Landlord (the "**Parent Tract**" and as further described in **Exhibit A**), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement.

Page 1

Site Name: LX5079 TATES CREEK CENTER
Business Unit #: 841677

2. Landlord is the current Landlord under the Agreement.
3. Tenant is the current Tenant under the Agreement.
4. Landlord and Tenant have entered into that certain First Amendment to Ground Lease dated on or about even date herewith.
5. At the conclusion of the initial term expiring on October 14, 2009, Tenant shall have the option to extend the term of this Agreement for five (5) additional consecutive five (5) year periods. Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) renewal options, leaving a balance of one (1) renewal option for five (5) years. If all renewal options are exercised, the last renewal option shall end October 14, 2034.
6. The terms, covenants and provisions of the Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of Landlord and Tenant, and run with the land.
7. This Memorandum in no way modifies the terms of the Agreement or any modification thereof. If there is any conflict between the terms of the Agreement and this Memorandum, the terms of the Agreement shall prevail.
8. This Memorandum 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of First Amendment to Option and Ground Lease Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

**LEXINGTON – FAYETTE URBAN COUNTY
GOVERNMENT**

By: Linda Gorton
Name: Linda Gorton
Its: Mayor

ACKNOWLEDGMENT

STATE/Commonwealth of Kentucky)
COUNTY OF Fayette) SS:

On this, the 21st day of July, 2025, the foregoing instrument was acknowledged before me by Linda Gorton who acknowledged under oath, that he/she is the Mayor of **LEXINGTON – FAYETTE URBAN COUNTY GOVERNMENT**, the landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of such landlord.

Blackemo Stock
Notary Public
Commission Expires: 11/20/2027
Commission No., if any KYNP82853

TENANT:

NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
its Attorney in Fact

By: Amanda S
Name: Amanda Gray
Its: Mgr Real Estate

ACKNOWLEDGMENT

STATE/Commonwealth of Texas)
COUNTY OF Harris) SS:

On this, the 27 day of June, 2025, the foregoing instrument was acknowledged before me by Amanda Gray who acknowledged under oath, that he/she is the Mgr Real Estate of CCATT LLC, a Delaware limited liability company, the Attorney in Fact for NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of such tenant.

Blaine Traylor
Notary Public
Commission Expires: 02-14-2028
Commission No., if any 134763816

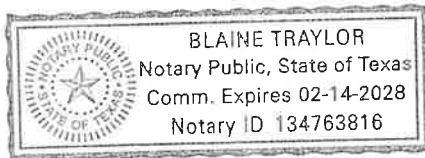


EXHIBIT A
LEGAL DESCRIPTION OF PARENT TRACT

~~Conveyance~~ from FRANK SADLER and JOANNA SADLER, his wife to
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT.

All that tract or parcel of land as shown by Plat of record in
the Fayette County Court Clerk's Office in Plat Cabinet D, Slide
759, to which reference is hereby made.