

PREPARED BY AND RECORDING
REQUESTED BY:

Weiss Brown, PLLC
6263 N. Scottsdale Rd., Suite 340
Scottsdale, AZ 85250

WHEN RECORDED MAIL TO:

NCWPCCS MPL 26 - Year Sites Tower Holdings LLC
c/o Post Closing – Recording
8020 Katy Freeway
Houston, TX 77024

Space above this line for Recorder's Use

A.P.N. 031-133-018-000

Prior recorded document(s) in Merced County, California:
Original Lease Unrecorded

MEMORANDUM OF THIRD AMENDMENT TO
LEASE AGREEMENT

This document is exempt from the \$75 Building Homes and Jobs Act Fee (per Government Code §27388.1) because:

- Document is a transfer of real property subject to the imposition of transfer tax
- Document is a transfer of real property that is a residential dwelling to an owner-occupier
- Document is recorded in connection with an exempt transfer of real property (i.e., subject to transfer tax or owner-occupied). If not recorded concurrently, provide recording date and document number of related transfer document:
Recording date _____ Document Number _____
- The \$225 per transaction cap is reached
- Document is not related to real property

Documentary Transfer Tax \$ _____
_____ Computed on full value of property
_____ Computed on full value less liens and
encumbrances remaining at time of sale
_____ Computed on full value of lease surpassing the
35 year term limit _____
_____ Computed on leased area of the property
City of _____ Unincorporated _____
Signature of Declarant or agent – Firm Name _____

This Memorandum of Third Amendment to Lease Agreement is made effective this _____ day of _____, 202_ by and between CITY OF MERCED (hereinafter referred to as “Lessor”) and NCWP/CS 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 “Lessee”).

1. The former Redevelopment Agency of the City of Merced (“Redevelopment Agency”) and Cellular 2000, a Michigan Partnership, d/b/a Cellular One (“Original Lessee”) entered into a Lease Agreement dated November 4, 1996 (the “Original Lease”) whereby Original Lessee leased certain real property, together with access and utility easements, located in Merced County, California from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”). Lessor’s Property, of which the Premises is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Lease was amended by that certain First Amendment to Lease Agreement dated June 17, 2013 (“First Amendment”), and by that certain Second Amendment to Lease Agreement dated January 6, 2020 (“Second Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”).

3. NCWP/CS MPL 26 - Year Sites Tower Holdings LLC is currently the Lessee under the Lease as successor in interest to the Original Lessee.

4. The Lease had an initial term that commenced on November 1, 1996 and expired on October 31, 2006. The Original Lease provided for one (1) extension of ten (10) years, which was exercised by Lessee. The First Amendment provides for three (3) extensions of five (5) years each, two (2) of which were exercised by Lessee, followed by one (1) extension of two (2) years. According to the Lease, the final extension expires October 31, 2033.

5. Lessor and Lessee have entered into a Third Amendment to Lease Agreement (the “Third Amendment”), of which this is a Memorandum, wherein the Premises was expanded by an additional area of one hundred sixty (160) square feet. Additional details of the foregoing expansion of the Premises are set forth in the Third Amendment.

6. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Lessee.

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

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

[Execution Pages Follow]

EXHIBIT A
(Legal Description of Lessor's Property)

SITUATED IN THE COUNTY OF MERCED, AND STATE OF CALIFORNIA AND FURTHER DESCRIBED AS FOLLOWS:

TRACT 1:

LOTS 6 & 7, IN BLOCK 164, AS SHOWN ON THE MAP ENTITLED, "SUPPLEMENTAL MAP TO TOWN OF MERCED", FILED MARCH 4, 1889, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 2 OF OFFICIAL PLATS, AT PAGE 12.

TRACT 2:

LOT 8, IN BLOCK 164, ACCORDING TO MAP ENTITLED, "SUPPLEMENTAL MAP TO TOWN OF MERCED", FILED MARCH 4, 1889, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 2 OF OFFICIAL PLATS, AT PAGE 12.

TRACT 3:

ALL OF LOT 3 IN BLOCK 164 AND THOSE PORTIONS OF LOTS 1 AND 2 IN BLOCK 164 OF "SUPPLEMENTAL MAP TO TOWN OF MERCED", FILED MARCH 4, 1889, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 2 OF OFFICIAL PLATS, AT PAGE 12. BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 118 FEET; THENCE AT RIGHT ANGLES NORTHWESTERLY 100 FEET TO THE LINE DIVIDING LOTS 2 AND 3; THENCE AT RIGHT ANGLES SOUTHWESTERLY ALONG SAID LINE BETWEEN LOTS 2 AND 3 A DISTANCE OF 118 FEET; THENCE AT RIGHT ANGLES SOUTHEASTERLY 100 FEET TO THE PLACE OF BEGINNING.

TRACT 4:

THE NORTHEAST 32 FEET OF LOTS 1 AND 2, IN BLOCK 164, "SUPPLEMENTAL MAP TO THE TOWN OF MERCED", FILED MARCH 4, 1889, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 2 OF OFFICIAL PLATS, AT PAGE 12.

TRACT 5:

LOT 4 AND LOT 5, IN BOOK 164, IN THE CITY OF MERCED, IN THE COUNTY OF MERCED, STATE OF CALIFORNIA AS SHOWN ON THE MAP ENTITLED "SUPPLEMENTAL MAP TO TOWN OF MERCED," FILED MARCH 4, 1889, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOL. 2 OF OFFICIAL PLATS, AT PAGE 12.