

STATE OF PENNSYLVANIA
COUNTY OF SNYDER

FIRST AMENDMENT TO OPTION AND GRIED RELEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND GRIED RELEASE AGREEMENT (the "First Amendment") is made effective as of the 2nd day of June, 2021 (the "Effective Date") by and between Brenda Koehler-Thomsonbaugh, Snyder County, PA, resident of Middleburg, PA ("Optionor/Lessor"), and TRY-MAC TOWERS FUND L.L.C. (the "TRY-MAC TOWER FUND") ("Optionee/Lessee").

RECITALS

A. Optionor and Optionee entered into that certain Option and Grievance Agreement effective July 28, 2015 (the "Option") and the lease being effective September 1, 2016 (the "Lease") covering certain real property located in the County of Snyder, State of Pennsylvania, as more particularly described in the Lease (the "Leased Premises").

B. By mutual agreement, Optionor/Lessor and Optionee/Lessee have agreed to modify the Lease for purposes of this First Amendment as hereinafter described.

NOW, WHEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by reference), for the mutual covenants contained herein, and for other good and valuable consideration, Optionor/Lessor and Optionee/Lessee hereby agree as follows:

1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Lease. Unless the context clearly indicates otherwise, all references to the term "Lease" in the Lease and in this First Amendment shall hereinafter be deemed to refer to the Lease.

2. Amendment and Restatement. Section 11 of the Lease for purposes of this First Amendment is hereby modified as follows:

F. Consideration. During the Initial Term, Lessee shall pay Lessor the monthly sum of Six Hundred Dollars (\$600.00) ("Rent"). Rent shall be payable on the first day of each month in advance to Lessor at Lessor's address. Rent shall be increased on the commencement of each Renewal Term by ten percent (10%) over the Rent payable during the immediately preceding year. For example, beginning September 1, 2021 rent shall increase to Six Hundred Sixty Dollars (\$660.00).

Notwithstanding the foregoing, beginning January 1, 2019 and until such time as Lessor obtains a permit on the tower or sells the tower, Lessee will pay Lessor Three Hundred Dollars (\$300.00) per month. At the time Try-Mac Towers Fund L.L.C. calls the tower then the deficit rent will be paid by Try-Mac Towers to Lessor and the

new Lessee will begin paying to Lessee. If the Lessee does not call the tower but obtains a permit on the tower, the Rent shall return to the full monthly amount until the tower can be sold and deficit rent can be paid.

3. **Scope of Modification.** As expressly provided and amended herein, all the terms and provisions of the Lease shall remain in full force and effect. Optinor/Lessor and Optinor/Lessee hereby ratify and confirm their respective rights and obligations under the Lease.

4. **Certification of Payments.** As of the signing of this First Amendment, the Optinor/Lessee certifies that Optinor/Lessee is current with the modified lease payments to date.

5. **Counterparts.** This First Amendment may be executed in counterparts and may be delivered electronically, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Optinor/Lessor and Optinor/Lessee have executed and caused this First Amendment to be executed in their behalf in the manner prescribed by law on this day and year first above written.

OPTINOR/LESSOR

BRENDA HEASLET WRIGHT

By: *Brenda Heaslet Wright*
Brenda Heaslet Wright, Proprietor/Owner

OPTINOR/LESSEE

PRYALAC TOWERS FUND L.L.C.

By: *Donald R. Doughty, Jr.*
Donald R. Doughty, Jr., Manager