

STATE OF PENNSYLVANIA

COUNTY OF NORTHUMBERLAND

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

THIS FIRST AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT (the "First Amendment") is made effective as the 29th day of June, 2021 (the "Effective Date") by and between Gregory Garman, Northumberland County, PA a resident of Sunbury, PA, Edison Heights Road ("Optionor/Lessor"), and TRY-MAC TOWERS FUND I, LLC, a/k/a TRY-MAC TOWER FUND I ("Optionee/Lessee").

**RECITALS**

A. Optionor and Optionee entered into that certain Option and Ground Lease Agreement effective October 10, 2015 (the "Option") and the lease being effective May 1, 2016 (the "Lease"), covering certain real property located in the County of Northumberland, 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 as hereinafter described.

NOW, THEREFORE, 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:

11. **Consideration.** During the Initial Term, Lessee shall pay Lessor the monthly sum of Nine Hundred Dollars (\$900.00) ("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 fifteen percent (15%) over the Rent payable during the immediately preceding year. For example, as of May 1, 2021 the rent increased to \$1,035.

Notwithstanding the foregoing, beginning January 1, 2019 and until such time as Lessee obtains a tenant on the tower or sells the tower, Lessee will pay Lessor Four Hundred Fifty Dollars (\$450.00) per month. At the time Try-Mac Towers Fund I, LLC sells the tower then the deficit rent will be paid by Try-Mac Towers to Lessor

and the new Lessee will begin paying full rent. If the Lessee does not sell the tower but obtains a tenant on the tower, the Rent shall return to the full monthly amount until the tower can be sold and deficit rent can be repaid. Nevertheless if by January 2022 none of the above has transpired, then rent will resume to Full Monthly Amount of \$1,035.

3. **Scope of Modification.** As expressly modified and amended herein, all the terms and provisions of the Lease shall remain in full force and effect. Optionor/Lessor and Optionee/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 Optionor/Lessor certifies that Optionee/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, Optionor/Lessor and Optionee/Lessee have executed and caused this First Amendment to be executed in their behalf in the manner prescribed by law on the day and year first above written.

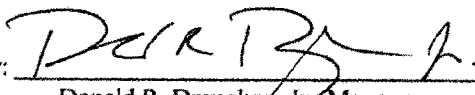
OPTIONOR/LESSOR:

GREGORY GARMAN

By:   
Gregory Garman

OPTIONEE/LESSEE:

TRY-MAC TOWERS FUND I, LLC

By:   
Donald R. Draughton, Jr., Manager