

FIRST AMENDMENT TO LEASE AGREEMENT
(BU 843372)

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made effective this 30 day of September, 2020, by and between MARION TOWNSHIP, a Michigan municipal corporation ("Landlord"), and NCWPCS MPL 31 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Tenant"), by and through CCATT LLC, a Delaware limited liability company, its Attorney in Fact.

WHEREAS, Landlord and AT&T Wireless PCS, LLC, a Delaware limited liability company, by its member AT&T Wireless Services, Inc., d/b/a AT&T Wireless ("AT&T") entered into a Lease Agreement dated December 17, 2003 (as assigned, the "Agreement"), whereby Landlord leased to AT&T a portion of land being described as a 900 square foot portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Agreement being the "Premises") located at West Coon Lake Road (Tax Parcel #10-22-300-019), Howell, Livingston County, State of Michigan, and being further described in Liber 668, Page 249 in the Livingston County Register of Deeds ("Registry"). Notice of the Agreement is provided by, and the Premises is described in that certain Memorandum of Lease ("Memorandum") recorded in Liber 4375, Page 652 in the Registry; and

WHEREAS, Tenant is successor in interest in the Agreement to AT&T; and

WHEREAS, the term of the Agreement commenced on November 6, 2003, and has an original term, including all Extension Terms (as defined in the Agreement), that will expire on November 30, 2033 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Agreement to provide for additional Extension Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Landlord and Tenant agree to amend the Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 3(b) of the Agreement is amended by replacing "five (5) additional" with "eleven (11)", thereby adding six (6) additional five (5)-year Extension Terms to the Agreement beyond the Original Term, and extending its total term to November 30, 2063, unless sooner terminated as provided in the Agreement.

3. On December 1, 2033, the monthly rent shall increase one time by an amount equal to fifteen percent (15%) of the monthly rent in effect for the immediately preceding monthly ("One-Time Rent Increase") in addition to the regular percentage rent increase that is scheduled to occur pursuant to the Agreement on the same date ("Regular Rent Escalation").

The Regular Rent Escalation shall be applied first, and then the One-Time Rent Increase shall be applied after the rent is increased pursuant to the Regular Rent Escalation.

4. Section 17 of the Agreement is amended by deleting Tenant's notice address and inserting 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 Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. The parties agree that any party requesting to collocate on the tower shall no longer be required to enter into a ground lease with the Landlord. For that purpose, Section 22 of the Agreement is deleted in its entirety and replaced with the following:

22. [INTENTIONALLY DELETED]

6. The Agreement is amended by adding a new Section 24 to the end thereto:

24. **RIGHT OF FIRST REFUSAL.** If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in this Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in this Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. Landlord's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then

this Agreement shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

7. In addition to the rent currently paid by Tenant to Landlord pursuant to the Agreement, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this First Amendment, Tenant subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a "Future Subtenant"), Tenant agrees to pay to Landlord thirty percent (30%) of the rental, license or similar payments actually received by Tenant from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Tenant. Tenant shall have no obligation for payment to Landlord of such share of rental, license or similar payments if not actually received by Tenant. Non-payment of such rental, license or other similar payment by a Future Subtenant shall not be an event of default under the Agreement. Tenant shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises. There shall be no express or implied obligation for Tenant to sublease, license or otherwise allow occupancy of the Premises. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of the Lease Amendment shall be expressly excluded from the Additional Rent and Landlord shall have no right to receive any portion of such revenue. Tenant will have the right to sublease or license use of all or a portion of the Premises without the consent or approval of Landlord. Tenant shall provide written notice to Landlord within sixty (60) days after such sublease or license is fully executed.

8. Once per calendar year, Landlord may submit a written request to Tenant or a business summary report pertaining to Tenant's rent obligations for Future Subtenants (as defined herein) for the prior twelve (12) month period, and Tenant shall provide such written report to Landlord within sixty (60) days after Tenant's receipt of such written request. Landlord shall send such written request to the Notice address set forth in Agreement, as amended by this First Amendment.

9. As further consideration for Tenant entering into this First Amendment, during the term of the Agreement, Tenant shall have the irrevocable option ("Option") to lease up to a maximum of one thousand (1,000) square feet of real property to be located on the west side of the existing Premises ("Additional Lease Area") on the same terms and conditions set forth in the Agreement. Tenant may conduct any reasonable due diligence activities on the Additional Lease Area at any time after full execution of this First Amendment. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay no additional rent for the Additional Lease Area. Tenant may exercise the

Option by providing written notice to Landlord at any time; provided, however, that following Tenant's delivery of notice to Landlord, Tenant may at any time prior to full execution of the Additional Lease Area Documents withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Landlord agrees to execute and deliver an amendment to the Agreement, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Lease Area to Tenant's satisfaction.

10. As additional consideration for amending the Agreement in accordance with this First Amendment, Tenant agrees to pay to Landlord Ten Thousand Dollars (\$10,000.00) within sixty (60) days of full execution of this First Amendment by both parties.

11. 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 First Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby. Landlord has complied with all applicable laws in entering into this First Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Tenant is relying on such compliance in entering into this First Amendment.

(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 Landlord's property on which communications facilities or other Tenant improvements exist on the date of this First Amendment.

12. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

13. 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 Premises 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.

14. 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 with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Landlord and Tenant, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

Marion Township, a Michigan municipal corporation

By: Robert W. Hanvey (SEAL)
Print Name: ROBERT W. HANVEY
Title: SUPERVISOR

Jessica J. Timberlake

JESSICA S. TIMBERLAKE
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF LIVINGSTON
My Commission Expires March 3, 2021
Acting in the County of Livingston

9/16/2020

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

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: Melanie Webb (SEAL)
Print Name: Melanie Webb
Title: Senior Transaction Manager