

THE FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **Hamburg Township**, a Michigan general law township ("**Lessor**") and **Celco Partnership d/b/a Verizon Wireless** ("**Lessee**") (Lessor and Lessee being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Lessor owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated April 4, 1991 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Lessee and/or its parent, affiliates, subsidiaries and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation and/or its parents, affiliates and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Lessee has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA; and

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** American Tower, on behalf of Lessee, shall pay to Lessor a one-time payment in the amount of **Twenty Five Thousand and No/100 Dollars (\$25,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Lessee's receipt of this Amendment executed by Lessor, on or before February 28, 2023; (b) Lessee's confirmation that Lessor's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Lessor's ownership; (c) Lessee's receipt of any documents and other items reasonably requested by Lessee in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Lessee of an original Memorandum (as defined herein) executed by Lessor.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 4, 1991, and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on April 3, 2041. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Lessee with the option to extend the Lease for each of **Four (4)** additional **Five (5)** year renewal terms (each a "**New Renewal Term**" and, collectively,

the “**New Renewal Terms**”). Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Lessee notifies Lessor that Lessee elects not to renew the Lease, as amended herein, at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Lessor shall be able to terminate the Lease, as amended herein, only in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee’s receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) days of Lessee’s actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Lessee shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to “**Renewal Term**” shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Lessor hereby agrees to execute and return to Lessee an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the “**Memorandum**”) executed by Lessor, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Lessee to Lessor.

3. **Lessee’s Right to Expand Leased Premises.**

- a. **Lessee’s Right to Expand Leased Premises.** For good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Lessor hereby grants to Lessee an irrevocable option to expand the Leased Premises to include an additional **Three Hundred (300)** square feet contiguous to the Leased Premises, the shape and location of which shall be at a mutually agreed upon location by the Parties (the “**Expansion Area**”). Lessee may, by written notice to Lessor, exercise said option, in Lessee’s sole and absolute discretion, at any time during the term of the Lease (as the same may be extended from time to time). In connection with this option to expand, Lessee, its agents, employees, and independent contractors, shall have the right to enter upon that portion of the Parent Parcel lying beyond the Leased Premises at any time for purposes of evaluating the land and to perform (or cause to be performed) test borings of the soil, environmental audits, engineering studies and to conduct a boundary, as-built, or similar survey of all (or any portion of) the Expansion Area to be prepared by a surveyor duly licensed under the laws of the state in which the Expansion Area is located. Said right of Lessee shall include, without limitation, the right to clear trees, brush, and other obstructions which may interfere, in Lessee’s sole discretion, with Lessee’s ability to conduct such evaluation activities. Lessor agrees to execute an amendment to the Lease to reflect the addition of the Expansion Area to the Leased Premises, within thirty (30) days of receipt by Lessor, in a form which is recordable in the jurisdiction in which the Leased Premises is located. Any expansion by Lessee shall be done in compliance with all local, state and federal laws and ordinances. Until such time as Lessee exercises said option, if ever, Lessor hereby agrees to give Lessee no fewer than ninety (90) days notice prior to entering into a lease or other use or occupancy agreement pertaining to any portion of the Parent Parcel. During the foregoing ninety (90) day period, Lessee may elect to designate the Expansion Area by written notice to Lessor, in which case such Expansion Area would no longer be available for Lessor to lease to a third party.
- b. The “**Commencement Date**” of the expansion of the Leased Premises, to include the Expansion Area, shall be the earlier of: (i) the date that one of Lessee’s (or American

ATC Site No: 81345

PV Code 1245 / VzW Contract No: 22286

Site Name: Washtenaw

Tower's) customers commences payment to Lessee (or American Tower) under a sublease, license, or other form of collocation agreement that grants said customer use of the Expansion Area; (ii) the date that Lessee (and/or American Tower) issues a written 'Notice To Proceed' to one of Lessee's (or American Tower's) customers for the purpose of commencing said customer's installation of equipment on all or a portion the Expansion Area; (iii) if no written 'Notice to Proceed' is issued, then the date that Lessee, American Tower, or a customer, licensee, or sublessee thereof commences to install its equipment or other personal property at, on, or within the Expansion Area; (iv) the date that Lessee (and/or American Tower) issues a written notice to Lessor evidencing its intent to commence leasing the Expansion Area; or (v) in the event Lessee (and/or American Tower) commences payment of the additional rent described in Section 5 below (notwithstanding the fact that such payment was not obligated to be made at the time of such payment), the date that such payment commences.

4. **Rent and Escalation.** The Parties hereby acknowledge and agree that, commencing with the first rental payment due following the Effective Date, the rent payable from Lessee to Lessor under the Lease is hereby increased to **Eight Thousand Four Hundred and No/100 Dollars (\$8,400.00)** per year (payable in increments of **Seven Hundred and No/100 Dollars (\$700)** per month). Commencing on April 4, 2024, and on each successive annual anniversary thereof, Rent due under the Lease, as amended herein, shall increase by an amount equal to **Three Percent (3%)** of the then current Rent. In the event of any overpayment of Rent or Installation Fee (as defined below), prior to or after the Effective Date, Lessee shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid to Lessor under the Lease shall be paid to **Hamburg Township** by Lessee.

5. **Installation Fee.**

- a. In the event the Commencement Date has occurred, Lessee shall pay the Installation Fee (defined below) provided in Subsection 5(b) below; provided, however, in all events, the Parties agree that all of the other rights and obligations created by and pursuant to this Amendment shall remain in full force and effect.
- b. Subject to the other applicable terms, provisions, and conditions of this Section, Lessee shall pay Lessor an amount equal to **Three Hundred and No/100 Dollars (\$300.00)** per month for each sublease, license or other collocation agreement for the use of any portion of the Expansion Area entered into by and between Lessee and a third party (any such party, the "**Additional Collocator**") subsequent to the Effective Date (such amount, the "**Installation Fee**"). Commencing on the first anniversary of the initial payment of any Installation Fee, and on each successive annual anniversary thereof, such Installation Fee shall increase by an amount equal to **Three Percent (3%)** of the then current Installation Fee. The Installation Fee for each Additional Collocator shall start at the dollar amount specified above and increase as described herein.
- c. The initial payment of the Installation Fee shall be due within thirty (30) days of actual receipt by Lessee of the first collocation payment paid by the Additional Collocator. In the event a sublease or license with an Additional Collocator expires or terminates, Lessee's obligation to pay the Installation Fee for such sublease or license shall automatically terminate upon the date of such expiration or

termination. Notwithstanding anything contained herein to the contrary, Lessee shall have no obligation to pay to Lessor and Lessor hereby agrees not to demand or request that Lessee pay to Lessor any Installation Fee in connection with the sublease to or transfer of Lessee's obligations and/or rights under the Lease, as modified by this Amendment, to any subsidiary, parent or affiliate of Lessee.

- d. Lessor hereby acknowledges and agrees that Lessee has the sole and absolute right to enter into, renew, extend, terminate, amend, restate, or otherwise modify (including, without limitation, reducing rent or allowing the early termination of) any future or existing subleases, licenses or collocation agreements for occupancy on Lessee's communications tower, all on such terms as Lessee deems advisable, in Lessee's sole and absolute discretion, notwithstanding that the same may affect the amounts payable to the Lessor pursuant to this Section.
- e. Notwithstanding anything to the contrary contained herein, Lessor hereby acknowledges and agrees that Lessee shall have no obligation to pay and shall not pay to Lessor any Installation Fee in connection with: (i) any subleases, licenses, or other collocation agreements between Lessee, or Lessee's predecessors-in-interest, as applicable, and any third parties, or such third parties' predecessors or successors-in-interest, as applicable, entered into prior to the Effective Date (any such agreements, the "**Existing Agreements**"); (ii) any amendments, modifications, extensions, renewals, and/or restatements to and/or of the Existing Agreements entered into prior to the Effective Date or which may be entered into on or after the Effective Date; (iii) any subleases, licenses, or other collocation agreements entered into by and between Lessee and any Additional Collocators for public emergency and/or safety system purposes that are required or ordered by any governmental authority having jurisdiction at or over the Leased Premises or Expansion Area ; or (iv) any subleases, licenses or other collocation agreements entered into by and between Lessee and any Additional Collocators if the Lessor has entered into any agreements with such Additional Collocators to accommodate such Additional Collocators' facilities outside of the Leased Premises or Expansion Area and such Additional Collocators pay any amounts (whether characterized as rent, additional rent, use, occupancy or other types of fees, or any other types of monetary consideration) to Lessor for such use.

6. **Lessor and Lessee Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Lessee needed consent and/or approval from Lessor for any of Lessee's activities at and uses of the site prior to the Effective Date, Lessor's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Lessor hereby acknowledges and agrees that Lessee shall not need consent or approval from Lessor for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises and/or Expansion Area, and/or assigning all or any portion of Lessee's interest in this Lease, as modified by this Amendment. Prior written notice to Lessor is required for Lessee to sublease the Leased Premises. However, the Parties agree that Lessor must give consent when Lessee seeks to conduct significant replacements, alterations, relocations and/or additions required to maintain the Leased Premises. Upon request by Lessee and at Lessee's sole cost and expense but without additional consideration owed to Lessor, Lessor hereby agrees to promptly execute and return to Lessee building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises and/or Expansion Area by Lessee and/or Lessee's customers,

licensees, and sublessees. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

7. **Lessor Statements.** Lessor hereby represents and warrants to Lessee that: (i) to the extent applicable, Lessor is duly organized, validly existing, and in good standing in the jurisdiction in which Lessor was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Lessor has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Lessor, have the authority to enter into and deliver this Amendment on behalf of Lessor; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Lessor of this Amendment; (iv) Lessor is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Lessor's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Lessee's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Lessee performs its obligations under the Lease, Lessee shall peaceably and quietly have, hold and enjoy the Leased Premises, and Lessor shall not act or permit any third person to act in any manner which would interfere with or disrupt Lessee's business or frustrate Lessee or Lessee's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Lessee's existing improvements on the Parent Parcel or the land area conveyed to Lessee under the Lease. The representations and warranties of Lessor made in this Section shall survive the execution and delivery of this Amendment.
8. **Notices.** The Parties acknowledge and agree that Section 18 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 10404 Merrill Road Hamburg, MI 48319; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.

10. **Governing Law.** The Parties acknowledge and agree that Section 21 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State of Michigan, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein or in the Lease, in no event shall Lessor or Lessee be liable to the other for, and Lessor and Lessee hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Taxes.** The Parties acknowledge and agree that Section 11 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the term of the Lease, as modified by this Amendment, Lessee shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Lessee's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Lessee. Lessee hereby agrees to reimburse Lessor for any Applicable Taxes billed directly to Lessor (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Lessor must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Lessee) of any Applicable Taxes along with proof of payment of the same by Lessor. Lessor shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Lessor Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Lessee from time to time. Subject to the requirements set forth in this Section, Lessee shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Lessor. Anything to the contrary notwithstanding, Lessor is only eligible for reimbursement if Lessor requests reimbursement within one (1) year after the date such taxes became due. Additionally, Lessor shall not be entitled to reimbursement for any costs associated with an increase in the value of Lessor's real property calculated based on any monetary consideration paid from Lessee to Lessor.
13. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LESSOR:

**Hamburg Township,
a General Law township**

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE:

Cellco Partnership d/b/a Verizon Wireless

By: American Tower Delaware Corporation

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

Joinder and Acknowledgement

The undersigned, by its signature below, does hereby acknowledge and agree to pay to Lessor the "One-Time Payment" described in Section 1 above, provided all requirements in this Amendment have been satisfied.

The undersigned additionally acknowledges and agrees that adequate consideration has been received for such payment(s).

American Tower Delaware Corporation,

a Delaware corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Livingston, State of Michigan, and being known as
Livingston County APN: 15-20-200-020.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the S.E. Corner of Herndon's Rush Lake Estates No. 2, A part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, as recorded in Liber 12 of Plats Page 6 Livingston County Records, thence N 86° 06' 20" W 52.00 feet along the south line if said Herndon's Rush Lake Estates No. 2 and the center line of M-36 (150.00 feet wide) thence S 03° 53' 40" W 110.00 feet to the POINT OF BEGINNING,

thence S 86° 06' 20" E 64.00 feet,

thence S 03° 53' 40" W 30.00 feet,

thence N 86° 06' 20" W 64.00 feet,

thence N 03° 53' 40" E 30.00 feet to the POINT OF BEGINNING, being a part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, containing 1920 square feet of land subject to easements or restrictions of record, if any.

EXHIBIT A (CONTINUED)
Option for Expansion Area

Lessee has an irrevocable option to expand the Leased Premises to include an additional three hundred (300) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Lessee's sole and absolute discretion

EXHIBIT A (Continued)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress, and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

TOGETHER with a 12.00 foot wide easement for ingress and egress, said easement described as follows:

Commencing at the S.E. corner of Herndon's Rush Lake Estates No. 2, a part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, as recorded in Liber 12 of Plats Page 6 Livingston County Records, thence N 86° 06' 20" W 52.00 feet along the south line of said Herndon's Rush Lake Estates No. 2 and the center line of M-36 (150.00 feet wide) thence S 03° 53' 40" W 75.00 feet, thence S 86° 06' 20" E 52.00 feet along the south right of way line of said M-36 to the POINT OF BEGINNING,

thence S 86° 06' 20" E 12.00 feet along the south right of way line of said M-36,

thence S 03° 53' 40" W 35.00 feet,

thence N 86° 06' 20" W 12.00 feet,

thence N 03° 53' 40" E 35.00 feet to the POINT OF BEGINNING, being a part of the N 1/2 of said Section 20 T1N, R5E.

FORM OF MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

ATC Site No: 81345
PV Code 1245 / VzW Contract No: 22286
Site Name: Washtenaw

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn.: Land Management/Nathan Maxwell Whitaker, Esq.
ATC Site No: 81345
ATC Site Name: Washtenaw
Assessor's Parcel No(s): 15-20-200-020

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Michigan
County of Livingston

MEMORANDUM OF LEASE (WITH OPTION TO EXPAND)

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Hamburg Township, a General Law township, ("Lessor")** and **Cellco Partnership d/b/a Verizon Wireless ("Lessee")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated April 4, 1991 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Lessee and/or its parent, affiliates, subsidiaries, and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation, and/or its parents, affiliates, and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates, and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record, and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be April 3, 2061. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option to renew the term of the Lease.

ATC Site No: 81345
PV Code 1245 / VzW Contract No: 22286
Site Name: Washtenaw

4. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Option to Expand Leased Premises.** The Lessor has granted to Lessee an option to expand the Leased Premises by approximately three hundred (300) square feet contiguous to the Leased Premises.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 10404 Merrill Road Hamburg, MI 48319; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Michigan, without regard to the conflicts of laws provisions of such state.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

**Hamburg Township,
a General Law township**

Signature: _____
Print Name: _____
Title: _____
Date: _____

2 WITNESSES

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: **American Tower Delaware Corporation,**
a Delaware corporation
Title: Attorney-in-Fact

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Lessee's option as described below.

PARENT PARCEL

Lessee shall have the right to replace this description with a description obtained from Lessor's deed (or deeds) that include the land area encompassed by the Lease and Lessee's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Lessor as described in a deed (or deeds) to Lessor of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being situated in the County of Livingston, State of Michigan, and being known as Livingston County APN: 15-20-200-020.

LEASED PREMISES

Lessee shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Lessee.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Lessee in the Lease; (ii) Lessee's (and Lessee's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

Commencing at the S.E. Corner of Herndon's Rush Lake Estates No. 2, A part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, as recorded in Liber 12 of Plats Page 6 Livingston County Records, thence N 86° 06' 20" W 52.00 feet along the south line if said Herndon's Rush Lake Estates No. 2 and the center line of M-36 (150.00 feet wide) thence S 03° 53' 40" W 110.00 feet to the POINT OF BEGINNING,

thence S 86° 06' 20" E 64.00 feet,

thence S 03° 53' 40" W 30.00 feet,

thence N 86° 06' 20" W 64.00 feet,

thence N 03° 53' 40" E 30.00 feet to the POINT OF BEGINNING, being a part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, containing 1920 square feet of land subject to easements or restrictions of record, if any.

Option for Expansion Area

Lessee has an irrevocable option to expand the Leased Premises to include an additional three hundred (300) square feet contiguous to the Leased Premises, the shape and location of which shall be at the Lessee's sole and absolute discretion

EXHIBIT A (Confirmed)
ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Lessee (and Lessee's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

TOGETHER with a 12.00 foot wide easement for ingress and egress, said easement described as follows:

Commencing at the S.E. corner of Herndon's Rush Lake Estates No. 2, a part of the N 1/2 of Section 20, T1N R5E, Hamburg Township, Livingston County, Michigan, as recorded in Liber 12 of Plats Page 6 Livingston County Records, thence N 86° 06' 20" W 52.00 feet along the south line of said Herndon's Rush Lake Estates No. 2 and the center line of M-36 (150.00 feet wide) thence S 03° 53' 40" W 75.00 feet, thence S 86° 06' 20" E 52.00 feet along the south right of way line of said M-36 to the POINT OF BEGINNING,

thence S 86° 06' 20" E 12.00 feet along the south right of way line of said M-36,

thence S 03° 53' 40" W 35.00 feet,

thence N 86° 06' 20" W 12.00 feet,

thence N 03° 53' 40" E 35.00 feet to the POINT OF BEGINNING, being a part of the N 1/2 of said Section 20 T1N, R5E.

FORM OF MEMORANDUM OF LEASE (WITH EXERCISE OF OPTION TO EXPAND)

ATC Site No: 81345
PV Code 1245 / VzW Contract No: 22286
Site Name: Washtenaw

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Kenneth Prince, Esq.
ATC Site No: 81345
ATC Site Name: Washtenaw
Assessor's Parcel No(s): 15-20-200-020

Prior Recorded Lease Reference:

Book _____, Page _____
Document No: _____
State of Michigan
County of Livingston

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **Hamburg Township, a General Law township, ("Lessor")** and **Cellco Partnership d/b/a Verizon Wireless ("Lessee")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Lessor is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Lessor (or its predecessor-in-interest) and Lessee (or its predecessor-in-interest) entered into that certain Lease Agreement dated April 4, 1991 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Lessee leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A.**
2. **American Tower.** Lessee and/or its parent, affiliates, subsidiaries, and other parties identified therein, entered into a sublease agreement with **American Tower Delaware Corporation**, a Delaware corporation, and/or its parents, affiliates, and subsidiaries ("**American Tower**"), pursuant to which American Tower subleases, manages, operates, and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Lessee has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record, and/or file certain documents on behalf of Lessee, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Lessee of all renewal options contained in the Lease, the final expiration date of the Lease would be April 3, 2061. Notwithstanding the foregoing, in no event shall Lessee be required to exercise any option

ATC Site No: 81345
PV Code 1245 / VzW Contract No: 22286
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to renew the term of the Lease.

4. **Leased Premises Description.** Lessee shall have the right, exercisable by Lessee at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Lessee's request, Lessor shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Exercised Expansion Area.** The Lessor acknowledges that Lessee is exercising its option on the Expansion Area (as defined in the Amendment). The Expansion Area exercised by Lessee is approximately three hundred (300) square feet in a location depicted on **Exhibit B** attached hereto.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Lessor hereby grants the right to Lessee to complete and execute on behalf of Lessor any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Lessor at: 10404 Merrill Road Hamburg, MI 48319; to Lessee at: Attn.: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State of Michigan, without regard to the conflicts of laws provisions of such State.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Lessor and Lessee have each executed this Memorandum as of the day and year set forth below.

LESSOR

2 WITNESSES

**Hamburg Township,
a General Law township**

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

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Print Name: _____
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[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSEE

WITNESS

Cellco Partnership d/b/a Verizon Wireless

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

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thence N 86° 06' 20" W 64.00 feet,

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EXHIBIT B
Expansion Area

This Exhibit B may be replaced at Lessee's option as described below.