



April 16, 2025

Village of Lathrup
Attn: Mike Greene

Subject: American Tower Site #: 310966 / Site Name: Sunnybrook-Lathrup Village MI ("Tower Site")

American Tower is requesting to update the current language in the lease. We value our partnership, and we believe we can work together to strengthen the position of the Tower Site.

Adding the Right of First Refusal Language will benefit you for future negotiations with third party aggregators and will also allow American Tower to first bid to match such offer. This amendment revision will not include an extension at this time, just a language update. We do need a response by **May 16, 2025**. Below is a summary of the offer to extend the current lease:

Option- Lease Extension Amendment:

- Adding 6 (5yr) terms to the lease, final expiration will be 02/17/2073
- Keeping the rent the same (no changes)
- Keeping the escalator the same (no changes)
- Adding (ROFR) Right of First Refusal Language to the lease, see below for description
- **\$10,000 Signing Bonus** for the acceptance of the offer above, paid on full execution of the agreement

Limited Right of First Refusal. *Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease, as modified by this Amendment, to a Third Party Competitor (any such offer, the "Offer"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.*

Sincerely,

Jerry Spedding -Lease Consultant

Tower Alliance LLC

An authorized vendor of American Towers LLC and its subsidiaries and affiliates

JSpedding@toweralliance.com

754-354-0018 (Eastern Time)

****PLEASE NOTE:** All proposals are good for a limited time and for discussion purposes only. The parties will not be bound in any respect and with regard to any proposal until and unless a written agreement is signed by all applicable parties. Further, all proposals are contingent upon: 1) American Tower's confirmation, review and approval, in its sole discretion, of a title report and if necessary, a land survey of the property; and 2) final approval and authorization by American Tower's Executive Team. Nothing contained herein shall be construed as, or deemed to create, an agency, joint venture, or partnership relationship between American Tower and Tower Alliance.