

SECOND AMENDMENT TO SUBLEASE AGREEMENT

THIS SECOND AMENDMENT TO SUBLEASE AGREEMENT (this “Second Amendment”) is dated and made effective as of the date of the last party to sign (“Effective Date”), by and between CITY OF NOVI, a Michigan municipal corporation (“Landlord”), with a mailing address of 45175 West Ten Mile Road, Novi, Michigan 48375, and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact (“Tenant”), with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Sprint Spectrum, L.P., a Delaware limited partnership (“Original Tenant”) entered into a Sublease Agreement dated May 9, 2001 (the “Original Lease”), whereby Original Tenant leased certain real property, together with access and utility easements, located in Oakland County, Michigan from Landlord (the “Premises”), all located within certain real property owned by Landlord (the “Parent Parcel”); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Sublease Agreement dated March 20, 2006 (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, STC Five LLC is currently the tenant under the Lease as successor in interest to Original Tenant; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Lease had an initial term that commenced on May 9, 2001 and expired on May 8, 2006. The Lease provided for four (4) extensions of five (5) years each, all of which were exercised by Tenant. According to the Lease, the final extension expires on May 8, 2026; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the full execution of this Second Amendment (and any applicable memorandum of amendment) (the “Conditional Signing Bonus”). Tenant will pay the Conditional Signing Bonus to Landlord within sixty (60) days of the full execution of this Second Amendment (and any applicable memorandum of amendment). In the event that this Second Amendment (and any applicable

memorandum of amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Signing Bonus to Landlord.

3. Term of Lease. Section 2(b) of the Lease is hereby deleted in its entirety and the following is inserted in its place:

(b) Provided Tenant is not in default, the Term of this Lease shall be automatically extended for up to ten (10) additional and separate five (5) year terms (each a "Renewal Term"), unless Tenant gives Landlord written notice of intention not to renew at least six (6) months prior to the end of each Renewal Term in which event this Lease shall expire at the end of that term.

Landlord and Tenant acknowledge and agree that Tenant has exercised four (4) Renewal Terms, leaving a balance of six (6) Renewal Terms, with the final Renewal Term expiring on May 8, 2056.

4. One-time Rent Increase. On May 8, 2026, the annual rent shall increase to Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00) per year. Following such increase, the annual rent shall continue to adjust pursuant to the terms of this Second Amendment.

5. Rent Escalations. Commencing on May 8, 2031 and every five (5) years thereafter (each an "Adjustment Date"), the annual rent shall increase by an amount equal to Three Thousand and 00/100 Dollars (\$3,000.00). Such rent escalations shall replace any rent escalations currently in the Lease.

6. Rent for Additional Users. Section 3(c) of the Original Lease is hereby amended as follows:

Fifth through Tenth Renewal Terms (beginning May 9, 2026) (Year 26-50): Tenant shall pay fifty percent (50%) of the rent payable from the user or Eleven Thousand Five Hundred and 00/100 Dollars (\$11,500.00), whichever is more.

7. Notices. Tenant's notice address as stated in the Lease is amended as follows:

If to Tenant: STC Five LLC
 c/o Crown Castle USA Inc.
 Attn: Legal - Real Estate Department
 2000 Corporate Drive
 Canonsburg, PA 15317

8. Ratification.

a) Landlord and Tenant agree that Tenant is the current tenant under the Lease, the Lease is in full force and effect, as amended herein, and the Lease contains the entire Lease between Landlord and Tenant with respect to the Premises.

b) Landlord agrees that any and all actions or inactions that have occurred or should have occurred prior to the date of this Second Amendment are approved and ratified and that no breaches or defaults exist as of the date of this Second Amendment.

c) Landlord represents and warrants that Landlord is duly authorized and has the full power, right and authority to enter into this Second Amendment and to perform all of its obligations under the Lease as amended.

d) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease as amended hereby, and ensure Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

e) Landlord acknowledges that the Premises, as defined, shall include any portion of the Parent Parcel on which communications facilities or other Tenant improvements exist on the date of this Second Amendment.

9. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second 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 paperwork to effect a transfer in the 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.

10. Remainder of Lease Unaffected. The parties hereto acknowledge that except as expressly modified hereby, the Lease remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Lease, the terms of this Second Amendment shall control. The terms, covenants and provisions of this Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant. This Second Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

11. Survey. 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 Second 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 Second Amendment.

12. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment ("Memorandum") in the official records of Oakland County, Michigan at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the Memorandum, to provide record notice of the terms of this Second Amendment.

13. Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Second Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process

attached to or logically associated with this Second Amendment and executed and adopted by a party with the intent to sign this Second Amendment, including facsimile or email electronic signatures.

[Execution Pages Follow]

This Second Amendment is executed by Landlord as of the date written below.

LANDLORD:
CITY OF NOVI,
a Michigan municipal corporation

By: _____
Print Name: _____
Print Title: _____
Date: _____

[Tenant Execution Page Follows]

This Second Amendment is executed by Tenant as of the date written below.

TENANT:

STC FIVE LLC,

a Delaware limited liability company

By: GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

Its: Attorney In Fact

By: _____

Print Name: _____

Print Title: _____

Date: _____