



April 3, 2024

City of Novi
Attn: Victor Cardenas
45175 West Ten Mile Rd

Novi, MI 48375

Re: Crown Castle BU Number: 876883
Cell Site Name: 876883
Site Address: 42380 Arena Drive, Novi, MI 48375

Dear Victor Cardenas:

The enclosed documents are being provided to you pursuant to certain deal terms that were discussed and agreed upon with your Crown Castle Acquisition Specialist, Heather Coyer.

MD7 is working directly with Crown Castle to facilitate and handle the closing process for this transaction. Please call me at **(858) 964-7457** when you receive this package, and I will guide you through the process of signing and notarizing the following:

1. **Landowner's Checklist**
 - ☐ Review Crown Castle's, the Pathway to Possible
2. **Second Amendment to Sublease Agreement** (two originals)
 - ☐ Complete the signature blocks with signature, name, title and date
3. **Memorandum of Amendment to Sublease Agreement** (two originals)
 - ☐ Complete the signature blocks with signature, name, title and date **in the presence of a Notary Public**
4. **IRS Form W-9 for the Payee** (one original **per payee**)
 - ☐ Complete the enclosed form per the instructions
 - ☐ Complete the signature line with signature and date
5. **Please provide one of the following documents evidencing landlord's signing authority for the enclosed transaction documents**
 - ☐ By-Laws, Meeting Minutes, and/or Corporate Resolution

A return-addressed, pre-paid **Federal Express** envelope is included for your convenience (to locate the nearest drop-off, call **800.463.3339** or visit **www.fedex.com/dropoff**).

Should you require the services of a mobile **Notary Public**, please contact me directly to arrange for this service.

Once all documents relating to this transaction have been fully executed, Crown Castle will provide you with a complete set of final transaction documents. Please feel free to make your own copies at this time; however, it is important that you return **all** of the original documents enclosed in this package.

Failure to comply with these instructions will result in delays and could require the documents to be re-executed.

Sincerely,

Catherine Abejar, MD7
On behalf of Crown Castle
(858) 964-7457, 2002
cabejar@md7.com

Enclosures

ORIGIN ID: DECA (248) 347-0450
VICTOR CARDENAS: INTERIM CITY MANAG
CITY OF NOVI
45175 WEST TEN MILE RD

SHIP DATE: 04APR24
ACTWGT: 1.00 LB
CAD: 5675621NWSX13300

NOVI, MI 48375
UNITED STATES US

BILL SENDER

TO CROWN CASTLE CLOSING TEAM

8020 KATY FREEWAY
ATTENTION: CATHERINE ABEJAR (TS)
HOUSTON TX 77024

583J4/5D80/9AE3

(858) 964-7457

REF: 876883 | 876883

INV:

PO:

DEPT: CROWN CLOSING

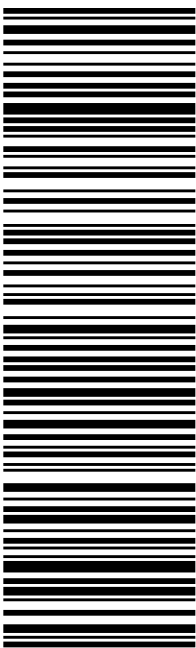


J241024011001uv

TRK# 2729 7626 2681

FRI - 05 APR 5:00P
STANDARD OVERNIGHT

XA NQIA 77024
TX-US IAH





INSTRUCTIONS FOR THE NOTARY

Please make sure all of the fields in the Acknowledgement sections are complete:

- ☐ Review the Acknowledgement to make sure it conforms to the requirements of your state. If it does not, attach your separate certificate form for completion
- ☐ Add the State/Commonwealth where you performed the notarization
- ☐ Add the County where you performed the notarization
- ☐ Add the date the signer personally appeared before you and when you completed the notarization
- ☐ **The signer's printed name in the Acknowledgement must match the signer's signature block exactly as printed or written**
- ☐ Sign your name exactly as it appears on your Notary commission
- ☐ Affix your seal properly and make sure it is clear and legible
- ☐ Print your name exactly as it appears on your Notary commission and Notary seal (regardless if the Notary seal contains this information)

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: _____

MEMORANDUM OF AMENDMENT TO SUBLEASE AGREEMENT

WHEN RECORDED RETURN TO:

STC Five LLC
c/o Global Signal Acquisitions II LLC
8020 Katy Freeway
Houston, Texas 77024

Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 22-26-101-018

This Memorandum of Amendment to Sublease Agreement ("Memorandum") is dated and made effective as of the date of the last party to sign, 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.

1. 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"). The Parent Parcel, of which the Premises is a part, is more particularly described in Exhibit A attached hereto.

2. 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").

3. STC Five LLC is currently the tenant under the Lease as successor in interest to Original Tenant.

4. 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.

5. 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 (each a "Renewal Term"), all of which were exercised by Tenant. According to the Lease, the final Renewal Term expires on May 8, 2026.

6. Landlord and Tenant have entered into a Second Amendment to Sublease Agreement (the "Second Amendment"), of which this is a Memorandum, providing for six (6) additional Renewal Terms of five (5) years each. Pursuant to the Second Amendment, the final Renewal Term expires on May 8, 2056.

7. In the event of any inconsistency between this Memorandum and the Second Amendment, the Second Amendment shall control.

8. The terms, covenants and provisions of the Second Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

9. This Memorandum does not contain the social security number of any person.

10. A copy of the Second Amendment is on file with Landlord and Tenant.

[Execution Pages Follow]

LANDLORD:
CITY OF NOVI,
a Michigan municipal corporation

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

STATE OF _____ }
COUNTY OF _____ }

On this ____ day of _____, 20__ before me _____ (notary public), personally appeared _____ (print name), who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (notary public)

(NOTARY SEAL)

3

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Tenant has caused this Memorandum to be duly executed on the date first 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: _____

State of Texas

County of _____

Before me, _____, a Notary Public, on this day personally appeared _____ of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC FIVE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

EXHIBIT A
Legal Description of the Parent Parcel

PART OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 8 EAST, CITY OF NOVI, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A POINT DISTANT NORTH 86 DEGREES 27 MINUTES 27 SECONDS EAST 1,061.55 FEET AND SOUTH 02 DEGREES 47 MINUTES 25 SECONDS EAST 1,043.98 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 86 DEGREES 27 MINUTES 27 SECONDS EAST 80.24 FEET; THENCE SOUTH 02 DEGREES 47 MINUTES 33 SECONDS EAST 652.58 FEET; THENCE ALONG CURVE TO LEFT, RADIUS 250 FEET, CHORD BEARS SOUTH 19 DEGREES 18 MINUTES 40 SECONDS EAST 141.97 FEET, DISTANCE OF 143.95 FEET; THENCE ALONG CURVE TO RIGHT, RADIUS 280 FEET, CHORD BEARS SOUTH 20 DEGREES 25 MINUTES 19 SECONDS EAST 148.55 FEET, DISTANCE OF 150.35 FEET; THENCE ALONG CURVE TO LEFT, RADIUS 34 FEET, CHORD BEARS SOUTH 30 DEGREES 16 MINUTES 27 SECONDS EAST 29.02 FEET, DISTANCE OF 29.98 FEET; THENCE ALONG CURVE TO RIGHT, RADIUS 76 FEET, CHORD BEARS SOUTH 29 DEGREES 17 MINUTES 48 SECONDS EAST 67.20 FEET, DISTANCE OF 69.61 FEET, THENCE SOUTH 03 DEGREES 03 MINUTES 33 SECONDS EAST 110.72 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 27 SECONDS EAST 535.80 FEET, THENCE NORTH 49 DEGREES 06 MINUTES 05 SECONDS EAST 188.17 FEET; THENCE NORTH 86 DEGREES 56 MINUTES 27 SECONDS EAST 355.33 FEET; THENCE SOUTH 07 DEGREES 58 MINUTES 33 SECONDS EAST 588.64 FEET; THENCE SOUTH 86 DEGREES 56 MINUTES 27 SECONDS WEST 1,301.95 FEET; THENCE NORTH 02 DEGREES 47 MINUTES 25 SECONDS WEST 1,598.25 FEET TO BEGINNING, EXCEPT THAT PART TAKEN FOR ARENA DRIVE 15.16 A10-13-97 FR 003 1-16-98 CORR.