



AMERICAN TOWER®

MD7

March 21, 2023

Trish Pergament
7525 Highland Rd
White Lake, MI 48383

RE: American Tower Site No. 305629 / White Lake MI 7 ("Tower Site")

Dear Valued Landlord,

As the leading independent operator of wireless and broadcast communication sites, American Towers LLC (together with its affiliates and subsidiaries, "American Tower") understands the importance of maintaining productive long-term relationships with its landlords. American Tower has therefore engaged MD7 to reach out to its landlords to review ways to grow and develop those relationships.

Based upon current market conditions, we need to adjust the financial terms of this Tower Site's contract in order to ensure the long-term stability of the Tower Site and allow all parties to benefit. The proposal below outlines two options available for the tower on your property:

Option 1: Rent Reduction/ Lease Extension

- \$900.00 per month commencing June 1, 2023
- 2% annual escalation will commence April 18, 2024
- Providing 2 terms of 5 years each; final expiration date will be April 17, 2065

Option 2: Perpetual Easement **OR Fee Simple Land Purchase**

- One-time payment of \$190,000.00 in exchange for a perpetual real estate interest
- This can also be structured as a set number of guaranteed monthly or annual installments payments with interest, personalized to fit your long-term financial needs.

I look forward to working with you to secure this mutually beneficial relationship for the years to come. After you review the options outlined above, please contact me to discuss further.

Respectfully,
Jamie Sullivan
JSullivan@md7.com
(469) 656-3617

MD7 | Lease Consultant

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

****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 MD7.

THE FIRST AMENDMENT TO GROUND LEASE AGREEMENT

This First Amendment to Ground Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between Charter Township of White Lake, a Michigan municipal corporation ("**Landlord**") and SpectraSite Communications, LLC, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

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

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement last signed April 18, 2000 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access, public utilities, guy wires and guy anchors, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"), which Leased Premises are described on **Exhibits B and C**; and

WHEREAS, Landlord and Tenant 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.** Tenant shall pay to Landlord a one-time payment in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00), payable within thirty (30) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, on or before May 18, 2014; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit D** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord. If Tenant's one-time payment of \$20,000.00 to Landlord is not made on or before July 1, 2014, then Landlord and Tenant shall cooperate with each other to: (i) determine the cause of the delay; and (ii) take commercially reasonable steps to remedy same.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in this Amendment or in the Lease, the Parties agree that the Lease originally commenced on April 18, 2000. Tenant shall have the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). The first New Renewal Term shall commence simultaneously with the expiration of the Lease, taking into account all existing renewal term(s) (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**") available under the Lease. Notwithstanding anything to the contrary contained in the Lease, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease not less than sixty (60) days prior to the expiration of the then current term and (b) Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the 60-day cure period described herein to effect such cure, Tenant shall have such additional

time as is necessary (beyond the 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).

3. **Rent and Escalation.** Commencing with the first rental payment due following the Effective Date, the rent payable from Tenant to Landlord under the Lease is hereby increased to Nine Hundred Dollars (\$900.00) per month (the "**Rent**"). Then, on April 18, 2015, Rent due under the Lease shall increase to Nine Hundred Ninety Dollars (\$990.00) per month. Commencing on April 18, 2016 and on each successive annual anniversary thereof, Rent due under the Lease shall increase by an amount equal to three percent (3%) of the then current rent. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **White Lake Township MI**. The escalations in this paragraph shall be the only escalations to the Rent and any/all escalations in the Lease are hereby null and void and of no further force and effect.

4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Notwithstanding anything stated in the Lease to the contrary, Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord to conduct any alterations, additions, removals, upgrades, modifications and/or changes to: (i) to the tower and/or equipment on the tower, provided that Tenant obtains all necessary governmental approvals; (ii) equipment and facilities located inside and on the shelter within the Leased Premises; and (iii) the generator located at the Leased Premises. In accordance with sections 5 and 14 of the Lease, all other alterations, additions, removals, upgrades, modifications and/or changes to the equipment and facilities within the Leased Premises shall require the Landlord's consent. To any extent in which the Lease or this Amendment requires the Landlord's consent and/or approval, notwithstanding anything stated in the Lease to the contrary, such consent shall not be unreasonably withheld, conditioned or delayed, and shall be deemed automatically provided if Landlord fails to provide its consent/approval within ten (10) business days of receiving Tenant's request therefor. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. At no cost to Landlord (but upon the applicable governmental entity's receipt of all required fees per its standard fee schedule), Landlord hereby agrees to promptly execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, tenants, licensees, and subleases. Upon request by Tenant, Landlord hereby acknowledges and agrees that Tenant shall have the right, exercisable by Tenant at any time during the term of the Lease, to propose that the Parties execute a future lease amendment to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibits B and/or C** to this Amendment with a legal description or legal descriptions based upon an as-built survey. Upon Tenant's request and Landlord's review and approval of the as-built survey and a proposed lease amendment, which approval shall not be unreasonably withheld, conditioned or delayed, Landlord shall execute and deliver any documents reasonably necessary to effectuate the foregoing description replacements, including, without limitation, amendments to the Lease and the Memorandum. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Notice to Sublease.** The first sentence of section 14 of the Lease is deleted in its entirety, and replaced with the following: "Tenant at its sole discretion shall have the right without any need to obtain the consent of Landlord to license or sublease all or a portion of the Leased Premises to others whose business includes the provision of wireless communication services, provided however, that Tenant provide Landlord with notice of such license(s) or sublease(s)."

6. **Right of First Refusal.** 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 or (ii) assign all or any portion of Landlord's interest in the Lease to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") [any such offer, the "**Offer**"], Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, 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 30 days after Tenant receives written notice from Landlord of the Offer. If Landlord does not receive from Tenant a written notice of intent to exercise its right of first refusal within the 30 day timeline mentioned above or Tenant informs Landlord within the 30 day timeline mentioned above that Tenant has elected 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. 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. 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.

7. **Landlord Statements.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord 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) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person executing this Amendment on behalf of Landlord, has the authority to enter into and deliver this Amendment on behalf of Landlord; (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 Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord'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 which (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment; and (vi) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease (and if the existing tower is a guyed tower, then the Leased Premises also consists of 10 feet on both sides of each guy wire and extends 20 feet beyond each guy anchor). The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. To the extent allowed by law, Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations

and warranties made herein prove to be untrue. The aforementioned Indemnification shall survive the execution and delivery of this Amendment.

8. **Confidentiality.** Notwithstanding anything to the contrary contained in the Lease or in this Amendment, Landlord agrees and acknowledges that all the terms of this Amendment and the Lease and any information furnished to Landlord by Tenant in connection therewith shall be and remain confidential to the extent allowed by applicable law. To the extent allowed by applicable law, except for Landlord's attorney and consultants (e.g., accountant, broker or lender), if any, or if otherwise required by applicable law, regulation or rule of any governmental authority, Landlord shall not disclose any such terms or information without the prior written consent of Tenant. The terms and provisions of this Section shall survive the execution and delivery of this Amendment.
9. **Notices.** All notices must be in writing and shall be valid as follows: if delivered by hand, notice is valid upon receipt; if sent by nationally recognized courier service, notice is valid upon receipt; if sent by First Class United States Mail, certified, return receipt requested, notice is valid upon receipt. All notices must be sent to the addresses set forth herein:

If to Landlord, to:

**White Lake Charter Township Supervisor
(currently, Mr. Greg Baroni)**
7525 Highland Rd.
White Lake, MI 48383
248-698-3300

With a copy to:

Foster, Swift, Collins & Smith, P.C.
Attn: Lisa Hamameh
32300 Northwestern Highway
Farmington Hills, MI 48334
248-539-9906

If to Tenant, to:

SpectraSite Communications, LLC
Attn: Land Management
10 Presidential Way
Woburn, MA 01801

With copy to:

SpectraSite Communications, LLC
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. If a party refuses to accept delivery of any notice or if any notice is sent but unable to be delivered because of a changed address for which no notice was given as required herein, the notice that was sent shall be deemed to be valid three days after the postmark date on the notice that was sent.

10. **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.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover from the other party incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **DISCLAIMER OF WARRANTY.** PROVIDED THAT LANDLORD HAS COMPLIED WITH AND CONTINUES TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES AFFECTING THE PARENT PARCEL, TENANT ACKNOWLEDGES THAT LANDLORD EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE PROPERTY AND LEASED PREMISES AND TENANT ACCEPTS THE PROPERTY AND LEASED PREMISES "AS IS, WHERE IS."
13. **Repeal of Section 27(a) of the Lease.** The Parties agree that Section 27(a) of the Lease is deleted in its entirety.
14. **Amendment to Section 27(k).** The Parties agree that Section 27(k) of the Lease is hereby deleted in its entirety and replaced with the following: "Landlord will not during any Renewal Term of the Lease, enter into or grant any other lease, license and/or agreement with respect to any portion of the Parent Parcel for any of the uses contemplated by the Lease and this Amendment."
15. **Interference.** The Parties agree that the following shall be added to Section 11 of the Lease: "Tenant will use commercially reasonable efforts to resolve technical interference problems with equipment located at the Leased Premises and the Parent Parcel when Tenant desires to add additional equipment to the Leased Premises. Provided, however, Landlord will not permit the installation of any future equipment on the Parent Parcel that results in technical interference problems with Tenant's, or its tenants' or licensees' then-existing equipment. Tenant agrees that its communications facility, and its tenants' equipment, will be operated in a lawful manner."

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

Charter Township of White Lake
a Michigan municipal corporation

Signature: *Susan R. Baron*
Print Name: GEORGE R. BARONI
Title: SUPERVISOR
Date: 4-28-2014

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

SpectraSite Communications, LLC
a Delaware limited liability company


Signature: 
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 5-12-2014

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below and per Section 4 of the Amendment

PARENT PARCEL

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

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being situated in the County of Oakland, State of Michigan, being known as Oakland County APN: 12-07-200-013, with street address 4870 Ormond Road, White Lake, MI 48383, and being better described as:

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, more particularly described as: Beginning at a point on the Southerly line of Brookfield Drive as platted in "White Lake Grove Subdivision No. 1" and recorded in Liber 47 of Plats, Page 44, Oakland County Records, located South $88^{\circ} 32' 00''$ East, 264.00 feet from the North $\frac{1}{4}$ Corner of said section 7 Town 3 North, Range 8 East; thence from the point of beginning South $88^{\circ} 32' 00''$ East, 108.02 feet along said line; thence South $0^{\circ} 15' 16''$ East, 690.56 feet; thence North $89^{\circ} 35' 15''$ West, 372.74 feet to a point on the North-South $\frac{1}{4}$ line of said Section 7, Town 3 North, Range 8 East, and centerline of Ormond Road (so-called); thence along said line North $0^{\circ} 11' 00''$ West, 293.40 feet; thence South $88^{\circ} 32' 00''$ East, 264.00 feet, thence North $0^{\circ} 11' 00''$ West, 404.00 feet to the point of beginning and containing 3.484 acres of land, the Westerly 33 feet being reserved for road right of way, also the Southerly 60 feet being reserved as an easement for the right of ingress and egress for others, also reserving easements and rights of way of record.

Being the same parcel conveyed to White Lake Township in that certain Warranty Deed dated October 29, 1974, and recorded November 1, 1974, in Book 6388, Page 301, in the Public records of Oakland County, Michigan

EXHIBIT B

This Exhibit B may be replaced at Tenant's option as described below and per Section 4 of the Amendment

LEASED PREMISES

Tenant 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 Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements and easements for guy wires and anchors existing at the time of this Amendment (such guy wire and anchor easements shall be 10 feet on either side of existing guy wires and running 20 feet beyond each guy anchor and may be used by Tenant to access, repair, upgrade, maintain and replace such guy wires, anchors and fencing by Tenant). The Square footage of the Leased Premises shall be the greater of: (i) 10,000 square feet; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below:

All that part of the Northeast 1/4 of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, described as; Commencing at the North 1/4 corner of said Section 7; thence South 01°59'37" East 545.71 feet along the North-South 1/4 line of Section 7; thence North 87°58'52" East 163.92 feet TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; thence North 02°01'08" West 100.00 feet; thence North 87°58'52" East 100.00 feet; thence South 02°01'08" East 100.00 feet; thence South 87°58'52" West 100.00 feet to the place of beginning of this description.

EXHIBIT C

This Exhibit C may be replaced at Tenant's option as described below and per Section 4 of the Amendment

ACCESS AND UTILITIES

Tenant 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 Tenant.

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to the following:

A 20.00 foot wide easement in that part of the Northeast 1/4 of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, the centerline of which is described as: Commencing at the North 1/4 corner of said Section 7; thence South 01°59'37" East 545.71 feet along the North-South 1/4 line of Section 7; thence North 87°58'52" East 263.92 feet; thence North 02°01'08" West 50.00 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 21°26'31" East 78.81 feet; thence South 23°04'33" West 76.72 feet to the place of ending of this description. The side lines of this description should be lengthened or shortened to intersect the East line of the As Surveyed Lease Area.

Guy Wire Easement A

A 15.00 foot wide easement in that part of the Northeast 1/4 of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, the centerline of which is described as: Commencing at the North 1/4 corner of said Section 7; thence South 01°59'37" East 545.71 feet along the North-South 1/4 line of Section 7; thence North 87°58'52" East 263.92 feet; thence North 02°01'08" West 60.05 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 32°42'10" East 114.00 feet to the place of ending of this description.

Guy Wire Easement B

A 15.00 foot wide easement in that part of the Northeast 1/4 of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, the centerline of which is described as: Commencing at the North 1/4 corner of said Section 7; thence South 01°59'37" East 545.71 feet along the North-South 1/4 line of Section 7; thence North 87°58'52" East 248.74 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence South 26°17'20" East 131.00 feet to the place of ending of this centerline description.

Guy Wire Easement C

A 15.00 foot wide easement in that part of the Northeast 1/4 of Section 7, Town 3 North, Range 8 East, White Lake Township, Oakland County, Michigan, the centerline of which is described as: Commencing at the North 1/4 corner of said Section 7; thence South 01°59'37" East 545.71 feet along the North-South 1/4 line of Section 7; thence North 87°58'52" East 163.92 feet; thence North 02°01'08" West 30.85 feet TO THE PLACE OF BEGINNING OF THIS CENTERLINE DESCRIPTION; thence North 85°55'35" West 84.00 feet to the place of ending of this centerline description.