

## THE SECOND AMENDMENT TO GROUND LEASE AGREEMENT (CORPORATE)

This Second Amendment to Ground Lease Agreement (Corporate) (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **the City of Rochester Hills**, a Michigan municipal corporation, ("**Landlord**") and **Detroit SMSA Tower Holdings 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 (Corporate) dated October 2, 2000 (the "**Original Lease**") as amended by that certain First Amendment to Ground Lease Agreement dated October 10, 2006 (the "**First Amendment**") (as the same may have been assigned from time to time, collectively, the "**Lease**"), pursuant to which the Tenant 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**, Tenant entered into that certain Sublease Agreement dated December 14, 2000 with Southern Towers, Inc., predecessor-in-interest to American Tower Asset Sub II, LLC ("**American Tower**"), whereby American Tower subleases the Leased Premises from Tenant; 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 **Thirty Thousand and No/100 Dollars (\$30,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before April 30, 2021; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (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 (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on November 1, 2000 and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant 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 October 31, 2025. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant 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, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b)

Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within thirty (30) 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 thirty (30) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the thirty (30) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the thirty (30) 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 Landlord hereby agrees to execute and return to Tenant 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 Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

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 **Three Thousand and No/100 Dollars (\$3,000.00)** per month (the "**Rent**"). Commencing on November 1, 2021 and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant 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 by Tenant to Landlord under the Lease and this Amendment shall be paid to **City of Rochester Hills, MI**. The escalations in this Section shall be the only escalations to the Rent and any/all rental escalations otherwise contained in the Lease are hereby null and void and are of no further force and effect.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease, as amended, 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 Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Except for any approvals and permits required by law or ordinance, and further subject to Section 10 of the Original Lease, Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future modification, repair, or replacement improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. 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. Upon request by Tenant and at Tenant's sole cost and expense but without additional consideration owed to Landlord, Landlord hereby consents to and agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease or any appeals related to the value of the Leased Premises, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees.
5. **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(s) executing this Amendment on behalf of Landlord, have 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 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 Tenant's rights under the Lease, as amended and modified by this Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) 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. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. 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.

6. **Notices.** The Parties acknowledge and agree that Sections 1.2, 1.14, and 21 of the Original Lease and Section 3 of the First Amendment are hereby deleted in their entirety and are 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 Landlord at: Communications Coordinator, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309; to Tenant at: Detroit SMSA Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 26, Cell Site Name Walton Blvd FA No. 10012825, 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn.: Network Counsel, RE: 10012825, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: American Tower, 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.
7. **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.

8. **Governing Law.** The Parties acknowledge and agree that Section 18 of the Original 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 or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
9. **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 incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
10. **Tenant's Securitization Rights; Estoppel.** The Parties acknowledge and agree that Sections 15.2 and 22 of the Original Lease are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's securitization rights shall be controlled by this Section of this Amendment. Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "**Security Interest**") in Tenant's (or American Tower's) interest in the Lease, as amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.
11. **Taxes.** The Parties acknowledge and agree that Section 7.1 of the Original 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, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant'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 Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary

consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

12. **Deletions**. The Parties acknowledge and agree that the last sentence of Section 6.1 of the Original Lease and Sections 1 and 2 of the First Amendment are hereby deleted in its entirety and are of no further force and effect.
  
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]*

**LANDLORD:**

**City of Rochester Hills**

a Michigan municipal corporation,

Signature: \_\_\_\_\_

Name: Bryan Barnett

Title: Mayor

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**Detroit SMSA Tower Holdings LLC**  
a Delaware limited liability company

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

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

### **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 described below:

The following described premises situated in the Township of Avon, County of Oakland and State of Michigan, to wit : Part of the NW ¼ of Section 17, T 3 N, R 11 E, Avon Township, Oakland County, Michigan, is described as beginning at a point due West along the North line of said Section 17 a distance 1068.89 ft. from the North ¼ corner of said Section 17, thence continuing due West along said North line a distance 140.00 ft.; thence due South 260.00 ft. to a point on the North line of Spring Hill Subdivision No. 1 as recorded in Liber 79 of Plats, Pages 24 & 25 of Oakland County Records, thence due East along said North line a distance of 140.00 ft. to the Westerly right of way line of Rhineberry Road, 60 ft. wide, thence due North along said right-of-way line a distance 260.00 ft. to the point of beginning containing 0.836 acres more or less, except therefrom any portion taken for highway purposes.

That vacated Rhineberry Road adjacent to the above-described parcels.

Also, The following premises situated in the City of Rochester Hills, County of Oakland and State of Michigan, to wit:

Lot 150 Spring Hill Subdivision No. 1 according to the plat thereof as recorded in Liber 79, pages 24 and 25, of Plats Oakland County Records.

Being situated in the County of Oakland, State of Michigan, and being known as  
Oakland County APN: 15-17-128-022

### **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. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 87°37'04" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,192.06 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WALTON BOULEVARD (93 FEET WIDE PUBLIC); THENCE NORTH 87°37'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 6.53 FEET; THENCE NORTH 87°37'04" EAST A DISTANCE OF 77.15 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 92.95 FEET AND THE POINT OF BEGINNING; THENCE NORTH 87°37'04" EAST A DISTANCE OF 22.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 46.50 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 02°22'56" WEST A DISTANCE OF 46.50 FEET TO THE POINT OF BEGINNING. CONTAINING 1,023 SQUARE FEET OR 0.02 ACRES.

Site No: 305582  
Site Name: Walton Blvd.

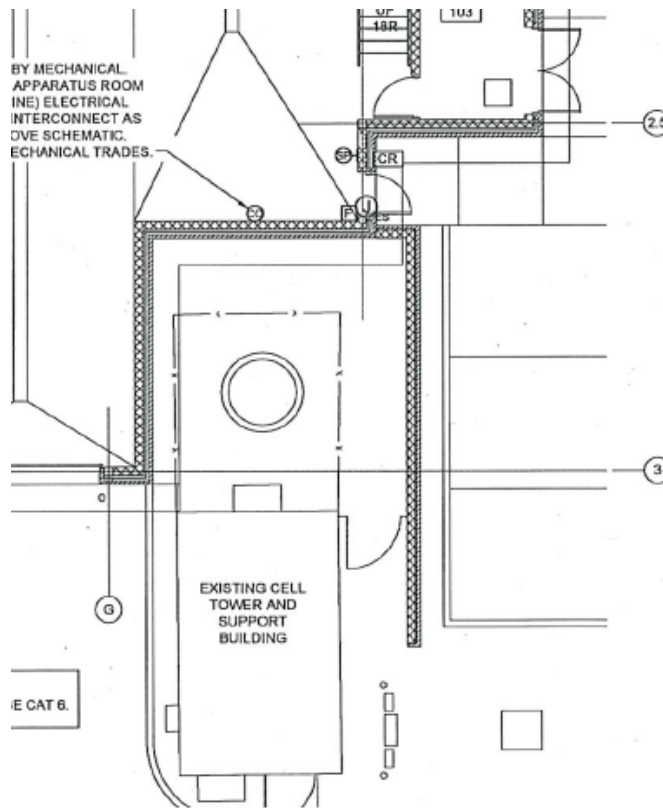


**EXHIBIT A (**  
**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant'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:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 87°37'04" WEST ALONG THE NORTH SECTION LINE A DISTANCE OF 1,192.06 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WALTON BOULEVARD (93 FEET WIDE PUBLIC) AND THE POINT OF BEGINNING; THENCE NORTH 87°37'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 6.53 FEET; THENCE NORTH 87°37'04" EAST A DISTANCE OF 77.15 FEET; THENCE SOUTH 02°22'56" EAST TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED ATC LEASE AREA A DISTANCE OF 92.95 FEET; THENCE CONTINUING SOUTH 02°22'56" EAST ALONG THE WEST LINE OF SAID LEASE AREA A DISTANCE OF 15.00 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 02°22'56" WEST A DISTANCE OF 72.95 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 83.15 FEET; THENCE NORTH 02°22'56" WEST TO THE SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 41.53 FEET TO THE POINT OF BEGINNING.

**DEPICTION OF LEASED PREMISES**



**EXHIBIT B**

**FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/N. Jeanette Robinson, Esq.  
ATC Site No: 305582  
ATC Site Name: Walton Blvd  
Assessor's Parcel No(s): 15-17-128-022

**Prior Recorded Lease Reference:**

Liber 36134, Page 279  
State of Michigan  
County of Oakland

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **City of Rochester Hills**, a Michigan municipal corporation ("**Landlord**") and **Detroit SMSA Tower Holdings LLC**, a Delaware limited liability company ("**Tenant**").

**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.** Landlord 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**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement (Corporate) dated October 2, 2000, as amended by that certain First Amendment to Ground Lease Agreement dated October 10, 2006 (collectively, the "**Lease**"), pursuant to which the Tenant 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. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be October 31, 2045. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant 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 Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

Site No: 305582  
Site Name: Walton Blvd.

replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **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. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
5. **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 Landlord at: Communications Coordinator, City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, MI 48309; to Tenant at: Detroit SMSA Tower Holdings LLC, Attn: Network Real Estate Administration, RE: Cell Site No. 26, Cell Site Name Walton Blvd FA No. 10012825, 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319; with copy to: AT&T Legal Department, Attn: Network Counsel, RE: FA No. 10012825, 208 S. Akard Street, Dallas, TX 75202-4206; and also with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: American Tower, 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.
6. **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.
7. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**City of Rochester Hills**

a Michigan municipal corporation,

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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]*

**TENANT**

**WITNESS**

**Detroit SMSA Tower Holdings LLC**  
a Delaware limited liability company,

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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]

## **EXHIBIT A**

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

### **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 described below:

The following described premises situated in the Township of Avon, County of Oakland and State of Michigan, to wit : Part of the NW ¼ of Section 17, T 3 N, R 11 E, Avon Township, Oakland County, Michigan, is described as beginning at a point due West along the North line of said Section 17 a distance 1068.89 ft. from the North ¼ corner of said Section 17, thence continuing due West along said North line a distance 140.00 ft.; thence due South 260.00 ft. to a point on the North line of Spring Hill Subdivision No. 1 as recorded in Liber 79 of Plats, Pages 24 & 25 of Oakland County Records, thence due East along said North line a distance of 140.00 ft. to the Westerly right of way line of Rhineberry Road, 60 ft. wide, thence due North along said right-of-way line a distance 260.00 ft. to the point of beginning containing 0.836 acres more or less, except therefrom any portion taken for highway purposes.

That vacated Rhineberry Road adjacent to the above-described parcels.

Also, The following premises situated in the City of Rochester Hills, County of Oakland and State of Michigan, to wit:

Lot 150 Spring Hill Subdivision No. 1 according to the plat thereof as recorded in Liber 79, pages 24 and 25, of Plats Oakland County Records.

Being situated in the County of Oakland, State of Michigan, and being known as  
Oakland County APN: 15-17-128-022

### **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. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 87°37'04" WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 1,192.06 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WALTON BOULEVARD (93 FEET WIDE PUBLIC); THENCE NORTH 87°37'04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 6.53 FEET; THENCE NORTH 87°37'04" EAST A DISTANCE OF 77.15 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 92.95 FEET AND THE POINT OF BEGINNING; THENCE NORTH 87°37'04" EAST A DISTANCE OF 22.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 46.50 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 22.00 FEET; THENCE NORTH 02°22'56" WEST A DISTANCE OF 46.50 FEET TO THE POINT OF BEGINNING. CONTAINING 1,023 SQUARE FEET OR 0.02 ACRES.

Site No: 305582  
Site Name: Walton Blvd.

**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 Tenant (and Tenant'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:

AN EASEMENT FOR INGRESS/EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES OVER/UNDER AND ACROSS ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 17, TOWN 3 NORTH, RANGE 11 EAST, CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION; THENCE SOUTH 87°37'04" WEST ALONG THE NORTH SECTION LINE A DISTANCE OF 1,192.06 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT-OF-WAY OF WALTON BOULEVARD (93 FEET WIDE PUBLIC) AND THE POINT OF BEGINNING; THENCE NORTH 87°37'04" EAST ALONG THE SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 36.00 FEET; THENCE SOUTH 02°22'56" EAST A DISTANCE OF 6.53 FEET; THENCE NORTH 87°37'04" EAST A DISTANCE OF 77.15 FEET; THENCE SOUTH 02°22'56" EAST TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED ATC LEASE AREA A DISTANCE OF 92.95 FEET; THENCE CONTINUING SOUTH 02°22'56" EAST ALONG THE WEST LINE OF SAID LEASE AREA A DISTANCE OF 15.00 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 30.00 FEET; THENCE NORTH 02°22'56" WEST A DISTANCE OF 72.95 FEET; THENCE SOUTH 87°37'04" WEST A DISTANCE OF 83.15 FEET; THENCE NORTH 02°22'56" WEST TO THE SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 41.53 FEET TO THE POINT OF BEGINNING.



## Instructions for completing the Resolution and Consent Affidavit

*\*IMPORTANT INFORMATION BELOW\**

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

**Prepared by and Return to:**

American Tower  
Attn: Land Management/N. Jeanette Robinson, Esq.  
10 Presidential Way  
Woburn, MA 01801  
Assessor's Parcel No(s): 15-17-128-022

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**RESOLUTION AND CONSENT AFFIDAVIT**

**City of Rochester Hills**, a Michigan municipal corporation,

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "**Affiants**") of the above referenced entity (the "**Landlord**"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Detroit SMSA Tower Holdings LLC**, a Delaware limited liability company (the "**Tenant**") pursuant to the terms of that certain Ground Lease Agreement (Corporate) dated October 2, 2000 (as the same may have been amended from time to time, collectively, the "**Lease**").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "**Amendment**") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions

Site No: 305582  
Site Name: Walton Blvd.



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 1**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 2**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 3**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 4**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 5**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]



EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

**AFFIANT NO. 6**

**2 WITNESSES**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: (*circle one*) Member, Partner, Director,  
Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest:  
\_\_\_\_\_ %

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]