

THIRD AMENDMENT TO OPTION AND SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO OPTION AND SITE LEASE AGREEMENT (“Third Amendment”) is to be effective as of the date of the last signature below (the “**Effective Date**”), by and between the City of Willoughby Hills, Ohio, with a mailing address of 35405 Chardon Rd, Willoughby Hills, Ohio 44094 (“**Landlord**” but sometimes also referred to in prior agreements as “Owner”), and STC Two LLC, a Delaware limited liability company, by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (“**Tenant**”).

WHEREAS, Landlord and SprintCom, Inc., a Kansas corporation (“**Original Tenant**”) entered into that certain Option and Site Lease Agreement dated July 2, 1998, as amended by that certain Amendment to PCS Site Agreement dated October 5, 1998, as amended by that certain Amendment to PCS Site Agreement dated November 16, 1998 (as amended and/or assigned, the “**Agreement**” but sometimes also referred in prior agreements as the “Lease”), a memorandum of which was recorded on October 11, 2005 as Instrument Number 2005R044191 in the Lake County Recorder’s Office, for the lease of property located in Willoughby Hills, Lake County, Ohio, as more particularly described in the Agreement (the “**Premises**” but sometimes also referred to in prior agreements as the “Site”), together with easements for ingress, egress and general utility purposes as described more fully in the Agreement;

WHEREAS, Tenant is the successor in interest to Original Tenant, and is also the current tenant under the Agreement;

WHEREAS, Landlord and Tenant now desire to provide for certain modifications to the Agreement as more particularly set forth herein.

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

1. **Recitals.** The parties acknowledge the accuracy of the foregoing recitals which are hereby incorporated in this Third Amendment.
2. **Defined Terms.** Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. Any and all references in the Agreement to “Sprint”, “Sprintcom” and/or “SSLP” are hereby deleted and replaced with “Tenant”.
3. **Term.** The second sentence in Section 4 of the Agreement is hereby deleted in its entirety and the following is inserted in its place:

This Agreement shall automatically renew for nine (9) successive renewal terms of five (5) years each (each a “**Renewal Term**”) on the same terms as set forth in this Agreement, commencing on June 7, 2004 and expiring on June 6, 2049, unless Tenant give Landlord written notice during the initial term or any Renewal Term stating Tenant will terminate the Agreement at the end of the initial term or Renewal Term then in effect.

Landlord and Tenant hereby acknowledge that Tenant has exercised four (4) Renewal Terms, leaving a balance of five (5) Renewal Terms for five (5) years each. If all Renewal Terms are exercised, the last Renewal Term shall end June 6, 2049.

4. **Rent Increase.** On June 1, 2024 the monthly rent shall increase to \$2,700.00 per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Agreement, as modified by this Third Amendment. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on or about the same date. Commencing on June 1, 2025 and every year thereafter (each an “**Adjustment Date**”), the monthly rent shall increase by an amount equal to Three Percent (3.0%) of the monthly rent in effect for the month immediately preceding the Adjustment Date. Such rent escalations shall replace any rent escalations currently in the Agreement.

5. **Right of First Refusal.** If Landlord receives an offer that it intends to accept from any person or entity that owns towers or other wireless telecommunications facilities (or is in the business of acquiring Landlord’s interest in the Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord’s interest in the Agreement, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord’s right, title and interest in the Agreement, on the same terms and conditions in the offer, excluding any terms or conditions that are (i) not imposed in good faith; or (ii) directly or indirectly designed to defeat or undermine Tenant’s possessory or economic interest in the Premises. If Landlord’s notice covers portions of Landlord’s parent parcel beyond the Premises, Tenant may elect to acquire an interest in only the Premises, including all of Landlord’s right, title and interest in the Agreement, and the consideration shall be pro-rated on an acreage basis. Landlord’s notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord’s parent parcel is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord’s notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord’s notice. If Tenant declines to exercise its right of first refusal, then the Agreement shall continue in full force and effect and Tenant’s right of first refusal shall survive any such conveyance. Tenant shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the Agreement or as part of an assignment of the Agreement. Such assignment may occur either prior to or after Tenant’s receipt of Landlord’s notice and the assignment shall be effective upon written notice to Landlord.

6. **Landlord Equipment on Tower.** So long as Landlord is not in default of the Agreement, Tenant agrees to allow Landlord to (i) maintain one, 3-foot dish for use by the local fire department on Tenant’s tower located within the Premises (the “**tower**”), at a location on tower approved by Tenant, in Tenant’s sole discretion, and (ii) (A) replace the existing surveillance camera on the tower with a new surveillance camera, and (B) maintain one additional surveillance camera on the tower, each surveillance camera referenced in (A) and (B) shall be at a location on the tower approved by the Tenant, in Tenant’s sole discretion. Any and all of Landlord’s equipment on the tower shall be referred to herein collectively as “**Landlord’s Equipment**”. Landlord’s Equipment shall be permitted to remain on the tower provided

that such Landlord's Equipment shall not cause any interference or conflict with the operations and improvements of the Tenant. Landlord shall not be required to pay a monthly rental fee for the use of the space on the tower. Landlord shall notify Tenant of its desire to alter or maintain the Landlord's Equipment and Tenant shall, if desired, manage such work. All alteration or maintenance work shall be performed by vendors approved by Tenant. All costs associated with installation, maintenance and decommissioning of Landlord's Equipment will be at the sole cost and expense of Landlord. It is understood that Tenant shall not be required to make any modifications to the tower or Premises or easements in order to provide such space to Landlord. Prior to making any alterations or repairs to Landlord's Equipment, the Landlord shall provide notice and plans to the Tenant for its engineering approval which approval shall be at Tenant's sole discretion. Tenant shall require the Landlord to enter into a standard license agreement, at no cost to the Landlord containing the normal and customary terms for such Landlord's Equipment. Landlord agrees that any modifications or alterations to Landlord's equipment must be processed through Tenant's specific application process as described in Tenant's standard license agreement.

7. **Signing Bonus.** Tenant will pay to Landlord a one-time amount of Ten Thousand and 00/100 Dollars (\$10,000.00) for the full execution of this Third Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of this Third Amendment ("**Conditional Signing Bonus**"). In the event that this Third Amendment (and any applicable memorandum of lease and/or 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.

8. **Government Approvals.** If requested by Tenant, Landlord will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto. In furtherance of the foregoing, Landlord hereby appoints Tenant as Landlord's Attorney in Fact to execute all land use applications, permits, licenses and other approvals on Landlord's behalf.

9. **Representations, Warranties and Covenants of Landlord.** Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord possesses fee simple title to the real property on which the Premises is located and is the Landlord under the Agreement.

(b) Landlord is duly authorized to and has the full power and authority to enter into this Third Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(c) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(d) Landlord agrees to provide such further assurances as may be requested by Tenant to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure

Tenant's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

(e) Landlord acknowledges that the Premises, as defined, shall include any portion of Landlord's property on which communications facilities or other Tenant improvements exist on the date of this Third Amendment.

10. **Notices.** The notice addresses for Tenant and Landlord set forth in the Agreement is hereby deleted in its entirety and replaced with the following:

Tenant: STC Two LLC
c/o Crown Castle USA Inc.
Attn: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317
Phone: (724) 416-2000

Landlord: City of Willoughby Hills, Ohio
35405 Chardon Rd
Willoughby Hills, Ohio 44094

11. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Third 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 paper work to effect a transfer in 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.

12. **Counterparts.** This Third Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

13. **Remainder of Agreement Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Third Amendment is hereby amended to be consistent.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to Option and Site Lease Agreement to be duly executed effective as of the date last written below.

LANDLORD:

City of Willoughby Hills,
an Ohio municipality

By: _____
Name:
Its:

ACKNOWLEDGMENT

State/Commonwealth of _____)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of City of Willoughby Hills, an Ohio municipality, on behalf of the municipality. This is an acknowledgement clause. No oath or affirmation was administered to the signatory.

Notary Public
My commission expires:

Site Name: Willoughby City Hall
Business Unit #: 876037

TENANT:

STC Two LLC,
a Delaware limited liability company,

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company,
its Attorney in Fact

By: _____
Name: _____
Its: _____

ACKNOWLEDGMENT

State/Commonwealth of _____)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, the _____ of Global Signal Acquisitions II LLC, a Delaware limited liability company, as Attorney in Fact for STCF Two LLC, a Delaware limited liability company, on behalf of the limited liability company. This is an acknowledgement clause. No oath or affirmation was administered to the signatory.

Notary Public
My commission expires: _____