

SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT

This **SECOND AMENDMENT TO OPTION AND GROUND LEASE AGREEMENT** (the “Second Amendment”) is entered into as of April 23, 2024 (the “Effective Date”), and is attached to and made a part of the Option and Ground Lease Agreement dated October 28, 2022 (the “Agreement”), as amended by the First Amendment to Option and Ground Lease dated October 10, 2024 (the “First Amendment”) by and between **LAKE ORION COMMUNITY SCHOOLS**, a Michigan general powers school district (“Optionor”) and **TOWERCO 2013 LLC**, a Delaware limited liability company (“Optionee”). All Capitalized terms used herein have the same meaning as set forth in the Agreement, unless otherwise expressly noted herein.

Recitals

A. Under Paragraph 2 of the Agreement, the Optionee was afforded an Option Initial Term of twelve (12) months from the Effective Date of the Agreement.

B. Pursuant to Paragraph 4 of the Agreement, Optionee exercised both six (6) month Option Renewal Terms and paid the appropriate Option Extension Consideration for each of the first two (2) 6-month Option Renewal Terms.

C. Pursuant to the First Amendment, the Parties agreed to extend the Option Renewal Term by six (6) months and paid the appropriate Option Extension Consideration.

D. The current Option Renewal Term under the First Amendment is set to expire on April 28, 2025.

E. The Optionee desires to obtain one (1) additional six (6) month Option Renewal Term in accordance with the terms and conditions of this Second Amendment.

F. The Parties desire to amend the Agreement, as amended by the First Amendment, by way of this Second Amendment.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants set forth herein, the Parties agree as follows:

1. **Additional Option Period.** The Optionor and Optionee agree that the following shall be added to Paragraph 4 of the Agreement, as amended by the First Amendment:

This Option can be extended at the discretion of Optionee for a fourth (4th) additional period of six (6) months (also an “Option Renewal Term”) by Optionee providing written notice to Optionor and paying to Optionor the additional consideration of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) (“4th Option Extension Consideration”) prior to the expiration of the third (3rd) 6-month term of this Option.

2. **Additional Indemnity.** The parties understand that Optionee is in the process of obtaining the appropriate governmental approvals from those governmental entities having jurisdiction or oversight of Optionee’s intended cell tower installation on the Property under the Agreement, including the Township of Oakland, Michigan (the “Township”). Optionee anticipates the need to pursue legal action against the Township. Optionee agrees indemnify and hold Optionor, including its Board of Education (in their official and individual capacities), administrators, employees, agents and assigns harmless from all injury, loss, damage or liability (or any claims in respect of the foregoing) and including all actual attorneys’ fees, costs and expenses incurred by Optionor in participating in any legal action commenced by Optionee or cooperating or assisting Optionee in any legal action commenced by Optionee. Optionee shall reimburse Optionor within thirty (30) days of receipt of such invoice for attorneys’ fees, costs and/or expenses.

3. **THE AGREEMENT, AS MODIFIED BY THE FIRST AMENDMENT, IS HEREBY RATIFIED AND REAFFIRMED AND SHALL CONTINUE IN FULL FORCE AND**

EFFECT IN ACCORDANCE WITH THE PROVISIONS THEREOF EXCEPT AS MODIFIED BY THIS SECOND AMENDMENT. IN THE EVENT OF A CONFLICT BETWEEN THIS SECOND AMENDMENT AND THE AGREEMENT AS MODIFIED BY THE FIRST AMENDMENT, THIS SECOND AMENDMENT SHALL CONTROL.

4. This Second Amendment may be executed in one or more counterparts, each of which will be an original, and all of which together shall constitute one and the same document.

WHEREAS, the Parties have executed this Second Amendment to Option and Ground Lease Agreement as of the Effective Date.

LAKE ORION COMMUNITY SCHOOLS

TOWERCO 2013 LLC

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____