

FIRST AMENDMENT TO LEASE AGREEMENT
(BU 881054)

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is dated as of the date of Lessor’s signature, and made effective as of the date of the last party to sign, by and between BOARD OF SUPERVISORS OF KING GEORGE COUNTY (“Lessor”), and STC THREE LLC, a Delaware limited liability company (“Lessee”), by and through its attorney-in-fact Global Signal Acquisitions II LLC, a Delaware limited liability company.

WHEREAS, Lessor and APC Realty and Equipment, LLC (“APC”) entered into a Lease Agreement dated January 7, 2002 (the “Lease Agreement”), whereby Lessor leased to APC a portion of land being described as a 10,000 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease Agreement being the “Leased Premises”) located at 8562 Dahlgren Road (Tax Parcel #24-69C), King George County, Commonwealth of Virginia. Notice of the Lease Agreement is provided by, and the Leased Premises is described in that certain Memorandum of Agreement (“Memorandum”) dated January 7, 2002, and recorded as Instrument Number 200205130024430 in the King George County Clerk’s Office (“Clerk’s Office”); and

WHEREAS, Lessee is successor in interest in the Lease Agreement to APC; and

WHEREAS, the term of the Lease Agreement commenced on January 7, 2002, and has an original term, including all renewal terms, that will expire on January 6, 2032 (“Original Term”), and Lessor and Lessee now desire to amend the terms of the Lease Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Lessor and Lessee agree to amend the Lease Agreement as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease Agreement. The recitals in this First Amendment are incorporated herein by this reference.

2. Section 2 of the Lease Agreement is amended by replacing “five (5) additional” with “eleven (11) additional”, thereby adding six (6) additional five (5)-year renewal terms to the Lease Agreement beyond the Original Term, and extending its total term to January 6, 2062, unless sooner terminated as provided in the Lease Agreement.

3. As additional consideration for amending the Lease Agreement in accordance with this First Amendment, on January 1, 2027, the monthly rent shall increase to Four Thousand Dollars (\$4,000.00) per month. Following such increase, the monthly rent shall continue to adjust pursuant to the terms of the Lease Agreement, as amended herein. This rent increase replaces and is in lieu of the regular rent increase scheduled to occur pursuant to the Agreement on the same date.

4. Section 2 of the Lease Agreement is further amended by adding the following paragraph to the end thereto:

Commencing on January 1, 2028, and every year thereafter (each an “Adjustment Date”), the annual rent shall increase by an amount equal to three percent (3%) of the annual rent in effect for the year immediately preceding the Adjustment Date.

5. Section 14 of the Lease Agreement is amended by deleting Lessee’s notice address and inserting the following:

Lessee: STC Three LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal-Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317-8564

6. Notwithstanding any language to the contrary in the Lease Agreement, the parties agree that Lessor has not right to terminate the Lease Agreement at the end of the renewal terms expiring in 2027 and in 2032.

7. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

(a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor’s obligations under the Lease Agreement as amended hereby. Lessor has complied with all applicable laws in entering into this First Amendment, including, without limitation, any laws requiring prior public notice or opportunity for bidding on same, and Lessee is relying on such compliance in entering into this First Amendment.

(b) Lessee is not currently in default under the Lease Agreement, and to Lessor’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 Lessee under the Lease Agreement.

(c) Lessor agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Lease Agreement as amended hereby, and ensure Lessee’s continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Lease Agreement as amended hereby.

(d) Lessor acknowledges that the Leased Premises, as defined, shall include any portion of Lessor’s property on which communications facilities or other Lessee improvements exist on the date of this First Amendment.

8. Lessee reserves the right, at its discretion and at its sole cost, to obtain a survey (“Survey”) specifically describing the Leased Premises and any access and utility easements

associated therewith. Lessee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

9. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Leased Premises is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the Lease Agreement shall remain in full force and effect. Any portion of the Lease Agreement that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Lessor and Lessee, and their personal representatives, heirs, successors and assigns. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:

Board of Supervisors of King George County

By: _____ (SEAL)

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LESSEE:

STC Three LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
its attorney-in-fact

By: _____(SEAL)
Print Name: _____
Title: _____
Date: _____

Prepared out of State.
Return to:
Crown Castle
8020 Katy Freeway
Houston, Texas 77024

Cross Index with Instrument Number 200205130024430

Tax Map #: 24-69C

Recording Tax Exemption Claimed Pursuant to Va. Code Section 58.1-809.
This instrument amends and modifies the Memorandum of Lease
recorded as Instrument 200205130024430.

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT ("Amended Memorandum") is dated as of the date of Lessor's signature, and made effective as of the date of the last party to sign, by and between **BOARD OF SUPERVISIONS OF KING GEORGE COUNTY** ("Lessor" to be indexed as grantor), with a mailing address of 10459 Courthouse Drive, Suite 200, King George, VA 22485, and **STC THREE LLC**, a Delaware limited liability company ("Lessee" to be indexed as grantee), by and through its attorney-in-fact Global Signal Acquisitions II LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Lessor and APC Realty and Equipment, LLC ("APC") entered into a Lease Agreement dated January 7, 2002 (the "Lease Agreement"), whereby Lessor leased to APC a portion of land being described as a 10,000 square feet portion of that property (said leased portion, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease Agreement being the "Leased Premises") located at 8562 Dahlgren Road (Tax Parcel #24-69C), King George County, Commonwealth of Virginia. Notice of the Lease Agreement is provided by, and the Leased Premises is described in that certain Memorandum of Agreement ("Memorandum") dated January 7, 2002, and recorded as Instrument Number 200205130024430 in the King George County Clerk's Office ("Clerk's Office"); and

WHEREAS, Lessee is successor in interest in the Lease Agreement to APC; and

WHEREAS, the term of the Lease Agreement commenced on January 7, 2002, and has an original term, including all renewal terms, that will expire on January 6, 2032 ("Original Term"), and Lessor and Lessee now desire to amend the terms of the Lease Agreement to provide for additional renewal terms beyond the Original Term, and to make other changes; and

WHEREAS, Lessor and Lessee made and entered into a First Amendment to Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Lease Agreement, and provide this Amended Memorandum as notice thereof, as follows:

1. Lessor does hereby lease and grant unto Lessee, its successors and assigns, the Leased Premises for six (6) additional five (5) year renewal terms beyond the Original Term, such

that the Original Term and all renewal terms of the Lease Agreement shall expire on January 6, 2062, unless sooner terminated as provided in the Lease Agreement.

2. The description of the Leased Premises is as provided in that Memorandum of Lease recorded in the Clerk's Office in Instrument Number 200205130024430. A copy of such description is attached hereto as Exhibit A.

3. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Lease Agreement and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Lease Agreement remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the Lease Agreement and its amendments are located at the office of the Lessee.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSOR:

Board of Supervisors of King George County

By: _____ (SEAL)
Print Name: _____
Title: _____
Date: _____

STATE/COMMONWEALTH OF _____

CITY/COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of the Board of Supervisors of King George County, and that by authority duly given, and as the act of the Board of Supervisors of King George County, the foregoing Memorandum of First Amendment to Lease Agreement was signed in its name by her/him as its _____.

Given under my hand this _____ day of _____, 2024.

Notary Public

Registration Number: _____

My Commission expires: _____

[SEAL OR STAMP]

IN WITNESS WHEREOF, Lessor and Lessee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LESSEE:

STC Three LLC,
a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
its attorney-in-fact

By: _____(SEAL)
Print Name: _____
Title: _____
Date: _____

STATE/COMMONWEALTH OF _____

CITY/COUNTY OF _____

I, _____, a Notary Public, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of Global Signal Acquisitions II LLC, a Delaware limited liability company, as attorney-in-fact for STC Three LLC, a Delaware limited liability company, and that by authority duly given, and as the act of Global Signal Acquisitions II LLC, a Delaware limited liability company, as attorney-in-fact for STC Three LLC, a Delaware limited liability company, the foregoing Memorandum of First Amendment to Lease Agreement was signed in its name by her/him as its _____.

Given under my hand this _____ day of _____, 2024.

Notary Public

Registration Number: _____

My Commission expires: _____

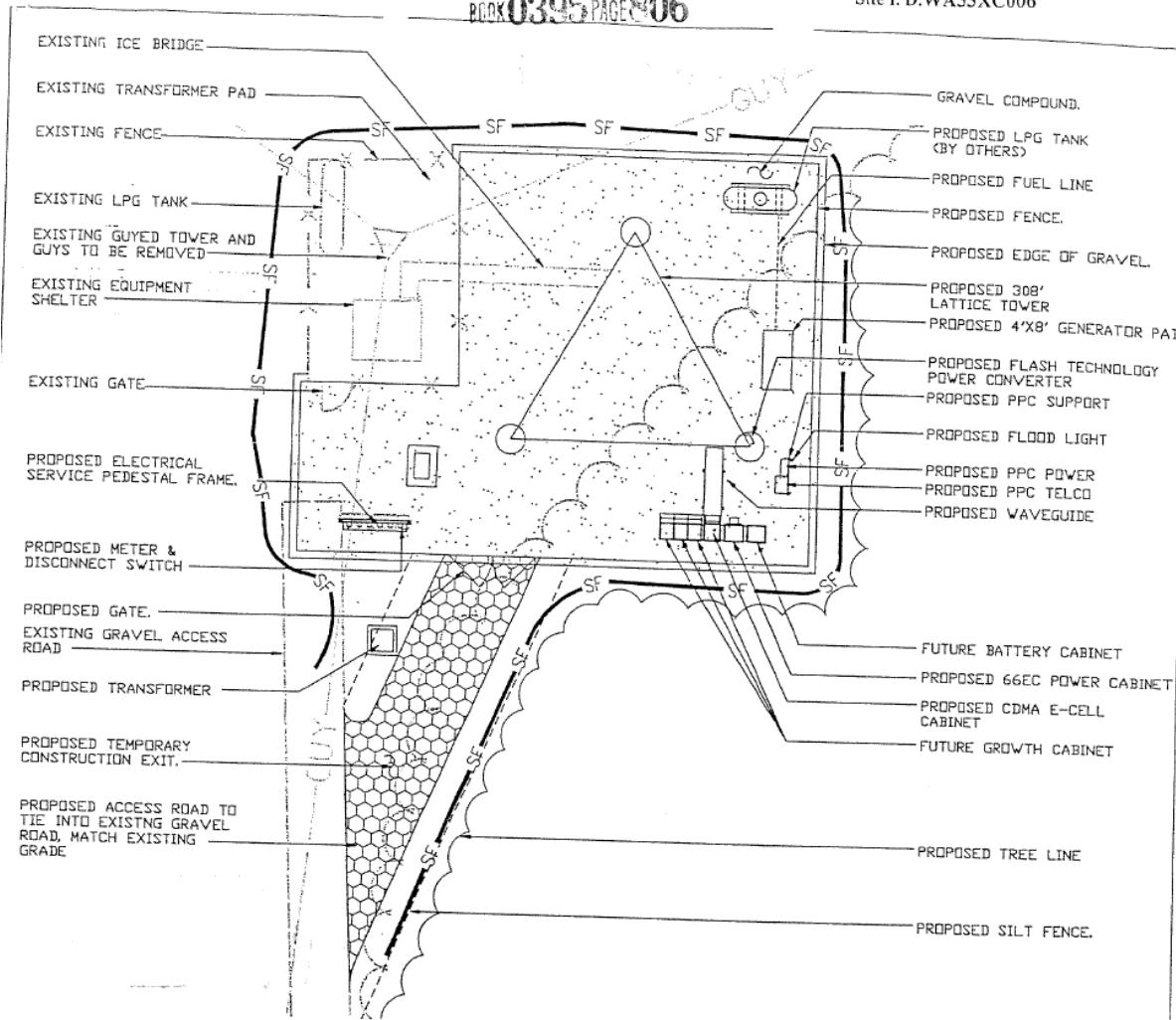
[SEAL OR STAMP]

EXHIBIT A

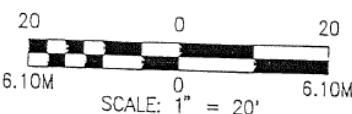
Site Name: King George County Tower

BOOK 0395 PAGE 806

Site I. D.WA33XC006



KING GEORGE COUNTY TOWER



OTE:

OWNER AND PROPOSED LESSEE MAY, AT THE LESSEE'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN RECORD DRAWING EPICTING THE SITE.

| | |
|------------------------------|--------------|
| OWNER INITIALS: <i>CH</i> | DATE: 1-7-01 |
| LESSEE'S INITIALS: <i>GM</i> | DATE: |
| REV. DATE DESCRIPTION | |

IX MAP NO.

LAND LOT: N/A

DISTRICT N/A

OWNER

JURISDICTION:

OWNERS NAME:

BOND
company

Architects & Engineers

2635 Century Parkway
Suite Eight Hundred
Atlanta, Georgia 30345
(404) 633-8998
FAX: 633-7211

DATE: 11/12/2001 LEASE EXHIBIT PLAN

PONDO # 99072-273 SITE NO. WA33XC006

SITE ADDRESS:
8562 DAHLGREN ROAD
KING GEORGE, VA 22437

Site Name: King George Tower

BU: 881054

PPAB 11370146v2