



AGREEMENT TO AMEND LEASE

In consideration of the mutual promises set forth in this Agreement ("Agreement"), the undersigned lessor ("Lessor") agrees to amend the Lease, defined below by and between Lessor and NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact ("Lessee") on the terms and conditions set forth herein ("Transaction").

<b>Lessor:</b> <i>Lexington Fayette Urban County Government</i>	<b>Site Address:</b> 3655 Pimlico Parkway Lexington, KY 40517 Fayette County
<b>BU:</b> <i>841876</i>	
<b>Lease Details ("Lease"):</b> <i>Option and Ground Lease Agreement dated March 8, 2004, between Lessor and Lessee for all or a portion of the Lessor's real property located at the above site address ("Premises").</i>	
<b>Amendment Terms:</b>	<ul style="list-style-type: none"> <li><i>Section 2 of the Option and Ground Lease Agreement provides for an initial term of five (5) years and four (4) additional terms of five (5) years each (each a "Renewal Term"), with a final Lease expiration date of April 14, 2029. The Lease will be amended by adding one (1) Renewal Term(s) of five (5) years. Upon execution of the Lease Amendment, the new final Lease expiration date will be April 14, 2034. The annual rental for the extended 5<sup>th</sup> term shall be \$28,963.57.</i></li> <li><i>The modifications to the Lease that are set forth in this Letter Agreement are the only modifications that will be made to the Lease pursuant to the Lease Amendment. The remainder of the Lease will remain unchanged and in full force and effect.</i></li> </ul>

Lessor understands that closing of the Transaction is subject to Lessee's discretionary due diligence review and final underwriting approval. Lessor has executed this Agreement as a material inducement to Lessee for its willingness to incur costs associated with its due diligence review and underwriting approval procedures. Lessor represents that it will proceed with the Transaction, negotiate in good faith and fully cooperate with Lessee to close the Transaction on the terms set forth in this Agreement. Lessor acknowledges that Lessee has relied upon the foregoing representations by agreeing to evaluate the Transaction and incur any applicable underwriting and/or due diligence costs in connection with such evaluation. As further consideration to Lessee for its agreement to evaluate the Transaction, until the Transaction is closed Lessor will not, whether directly or indirectly, sell, lease or otherwise transfer or encumber all or any portion of the Premises subject to the Transaction or any interest therein, or solicit or engage in discussions or negotiations with any third party related to the transfer of any rights or interests in the Premises to any third party other than Lessee. Notwithstanding any language herein to the contrary, Lessee may terminate this Agreement at any time prior to closing, in its discretion, without damages or liability, by providing written notice to Lessor. Upon termination, neither party shall have any further obligation or liability to the other.

ACKNOWLEDGED AND AGREED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

LESSOR: Lexington Fayette Urban County Government

LESSEE: NCWPCS MPL 31 – Year Sites Tower Holdings LLC, a Delaware limited liability company

By: CCATT LLC,  
a Delaware limited liability company,  
its Attorney in Fact

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

Signature: HLL

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

Print Name: Hersh Pise

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

Title: National Real Estate Acquisition Manager

02/19/2025