

LAND LEASE AGREEMENT

THIS LAND LEASE AGREEMENT (the “Agreement” or “Lease”) is made this ____ day of _____, 2025, by and between the City of Northfield, a municipal corporation organized under the laws of the State of Minnesota, 801 Washington Street, Northfield, MN 55057 (“CITY” or “LESSOR”), and STC Five LLC, a limited liability company organized under the laws of the State of Delaware, by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact, with its principle offices located at 2000 Corporate Drive, Canonsburg, PA 15317 (“LESSEE”); (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, CITY owns certain property located at 10353 Hall Avenue, in the City of Northfield, Rice County, Minnesota, legally described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Property”), and which Property is subject to all existing easements, covenants, conditions, and restriction of record, if any; and

WHEREAS, LESSEE desires to lease a portion of the Property, as described and depicted in Exhibit B, which is attached hereto and incorporated herein by reference (the “Premises”), for the operation and maintenance of a communications facility, including but not limited to a tower structure, antenna support structure, and other related and incidental equipment, as described in Exhibit C, which is attached hereto and incorporated herein by reference (collectively referred to as the “Equipment”, and as defined herein below); and

WHEREAS, CITY has previously leased the Property for the same or substantially similar purposes, and the LESSEE currently has an installed monopole antenna tower (the “Tower”, hereinafter Tower and Equipment may be collectively referred to as the “Facilities”) on the Premises under a prior lease agreement that was approved by CITY on September 15, 1999, and fully executed on February 8, 2000, which prior above-referenced lease agreement will be superseded and replaced in its entirety by this Agreement; and

WHEREAS, CITY is willing to lease the Premises upon the terms and conditions contained herein, in addition the terms and conditions of the Facilities Decommissioning, Removal and Restoration Agreement attached hereto and incorporated herein by reference as Exhibit D.

NOW, THEREFORE, in consideration of the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PREMISES.

a. LESSOR leases to LESSEE and LESSEE leases from LESSOR, on an exclusive basis, the Premises defined as that certain portion of the Property consisting of 2,500 (two thousand five hundred) square feet, as depicted on Exhibit B, which is attached hereto and incorporated herein by reference, for the operation and maintenance of LESSEE’s Facilities as described in Exhibit C for the purposes stated herein.

b. In addition, this Agreement grants the non-exclusive right for ingress, egress and utilities, seven (7) days per week, twenty-four (24) hours per day, on foot or in motor vehicle, including trucks, over, under, or along a right-of-way extending from Spring Creek Road or the nearest public right-of-way (the "Rights of Way"), as depicted on Exhibit B. In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to work with LESSEE to determine, and if applicable, grant, reasonable alternative routes either to the LESSEE or to the public utility.

c. LESSEE further shall have the right, after reasonable notice to LESSOR, to enter upon the Premises for the purpose of conducting appropriate engineering tests, other reasonably necessary tests and after obtaining all necessary permits and paying all associated fees, constructing, installing, and operating the Facilities on the Premises, and undertaking any necessary maintenance on and repairs to the Facilities in LESSEE's judgment, and in compliance with CITY's City Code.

d. LESSOR hereby grants permission to LESSEE to install, maintain and operate a monopole antenna tower, along with related fixed wireless broadband equipment and appurtenances, cables, utility wires, piping, fencing, and an equipment shelter, as described in Exhibit C, within the Premises.

e. It is specifically understood by the Parties that in no event shall LESSEE's placement of its Facilities unreasonably and materially interfere with CITY's public utility access to the Property and particularly the water tower, water treatment plant and any other present or future CITY buildings, pipes and/or any other equipment located on, within or above, or uses of, the Property.

2. PURPOSE. LESSEE shall use the Premises only for the purpose of installing, constructing, maintaining, and operating the Facilities, and uses incidental thereto for providing wireless telecommunications services, which LESSEE is legally authorized to provide to the public. LESSOR specifically reserves the right to allow LESSOR's Property, except the Premises, to be used by itself or other parties. LESSEE's installation, maintenance and operation of the Facilities shall at all times comply with all applicable ordinances, statutes and regulations of local, state and federal governmental agencies and this Agreement. A site plan and design specifications for the Facilities showing the approximate location of the same with the location, appearance and orientation of the Facilities on the Premises shall be included in Exhibit C. The Facilities shall generally consist of the following:

a. A tower of monopole design, not to exceed approximately one hundred ninety (190) feet in height as measured from grade, unless approved by LESSOR, constructed and designed in structure and color to blend into the environment, more particularly depicted and described in Exhibit C, or as such Exhibit may be updated from time to time;

b. Antennas attached to the tower, as depicted and described in Exhibit C or as may be updated from time to time;

c. Cable, utility wires, conduits, pipes and appurtenances connected to the tower and located near the tower base, as depicted and described in Exhibit C or as may be updated from time to time;

d. Equipment shelter containing communications, climate control, and electrical and other equipment, fixtures and personal property related to the operation and maintenance of LESSEE's Facilities as depicted and described in Exhibit C or as may be updated from time to time;

e. Approximately six (6) foot tall maintenance free security fence as depicted and described in Exhibit C or as may be updated from time to time.

3. TERM AND RENEWAL. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years (the "Initial Term") and shall commence on the Commencement Date (as hereinafter defined). This Lease shall automatically renew for four (4) additional five (5) year terms (the "Renewal Term"), with the Final Lease Expiration date of August 16, 2050, unless LESSEE provides notice of its intent not to exercise a Renewal Term at least sixty (60) days prior to the commencement of the then applicable Renewal Term, or otherwise provides notice of termination as provided in this Agreement. LESSOR may, at any time after the first renewal term, and upon twelve months' prior written notice to LESSEE, require LESSEE to relocate the property access license area, in its discretion, provided that: (a) LESSEE has uninterrupted vehicular and pedestrian access to the Premises; (b) the relocation does not interfere with LESSEE's access to the Premises nor shall such relocation in any way interfere with or impair LESSEE's utility easement(s) on the Premises; (c) there are no conditions, restrictions, encumbrances, easements, or third party interests that could result in reduction or termination of LESSEE's access over the new property access license area; (d) LESSOR provides LESSEE with a legal description and recordable documentation granting the new property access license to LESSEE at least one hundred eighty (180) days prior to the relocation of the new property access license; (e) the condition of the new property access license shall be equivalent to or better than the former property access license as determined in LESSEE's reasonable discretion. Any relocation costs shall be shared proportionally by the parties benefiting from the use of the new property access license area. Notwithstanding anything to the contrary herein, LESSEE's utility easement shall not be relocated.

4. RENT. LESSEE shall pay a monthly rent amount of Two Thousand Five Hundred Dollars (\$2,500.00), to be paid on the first day of the month, in advance (the "Rent"), to LESSOR. This Agreement shall commence on August 17, 2025 (the "Commencement Date"). Upon agreement of the Parties, LESSEE shall continue to pay Rent by electronic funds transfer/direct deposit. In the event LESSOR wishes to change the current payment mechanism, LESSOR shall notify LESSEE in writing. LESSEE shall be subject to a ten percent (10%) late fee if the Rent is not paid within 15 days after notice from LESSOR that such Rent was not received when due. Rent for any fractional month at the beginning or at the end of the Initial Term or a Renewal Term shall be prorated. As an alternative to monthly Rent payment, LESSEE may make an annual Rent payment equivalent to the then applicable 12 months Rent for each year on or before February 1 for the then current calendar year.

5. ESCALATION. Commencing on or about February 1, 2026 and every year thereafter during the Initial Term (the “Annual Adjustment Date”), the monthly Rent shall increase by an amount equal to Three Percent (3%) of the monthly Rent in effect for the month immediately preceding the Annual Adjustment Date. Commencing on or about February 1, 2030 and every five (5) years thereafter (each an “Renewal Adjustment Date”), the monthly Rent shall increase by an amount equal to fifteen percent (15%) of the monthly Rent in effect for the month immediately preceding the Renewal Adjustment Date.

6. ADDITIONAL BONUS RENT. As additional consideration for this Agreement, LESSEE further agrees to pay LESSOR a one-time, non-refundable, lump sum payment, within sixty (60) days of the full execution of this Agreement (and any applicable memorandum of lease and/or amendment), in the sum of Ten Thousand Dollars (\$10,000.00). The Parties understand and agree that this additional rent is being paid for the purpose of reimbursing LESSOR for its administrative, attorney and engineering costs associated with this Agreement. In the event that this Agreement (and any applicable memorandum of lease and/or amendment) is not fully executed by both LESSOR and LESSEE for any reason, LESSEE shall have no obligation to pay the additional rent to LESSOR.

7. SUBLEASE AND ASSIGNMENT.

a. Lessee has the right to assign its interest in this Agreement and to sublease or license use of the Premises. Assignment may occur by the LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Premises is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred nor the Premises subleased without the advanced written approval or consent of the LESSOR, such consent will not be unreasonably withheld, delayed or conditioned.

b. Lessee has the right to sublease or license all or a portion of the Premises with the approval or consent of the LESSOR, provided in writing and in advance of any sublease or license, which such consent will not be unreasonably withheld, delayed or conditioned. Upon request to LESSOR from any leasehold mortgagee, Lessor agrees to give the holder of such leasehold mortgage written notice of any default by LESSEE and an opportunity to cure such default within fifteen (15) days after such notice with respect to monetary defaults and within a commercially reasonable time after such notice with respect to any non-monetary default. In addition to the rent currently paid by LESSEE to LESSOR pursuant to this Agreement, as further consideration for the right to exclusively use and lease the Premises, if, after full execution of this Agreement, LESSEE subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a subtenant on the Premises (each a “**Future Subtenant**”), LESSEE agrees to pay to LESSOR twenty percent (20%) of the rental, license or similar payments actually received by LESSEE from such Future Subtenant (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the “**Additional Rent**”) within thirty (30) days after receipt of said payments by LESSEE. LESSEE shall have no obligation for payment to LESSOR of such share of rental, license or similar payments if not actually received by LESSEE. There shall be no express or implied obligation for LESSEE to sublease, license or otherwise allow occupancy of the Premises.

8. LESSOR SPACE. To the extent structurally feasible and approved by LESSEE, LESSEE may make available to the police, fire and emergency services of LESSOR, space on the Tower for emergency equipment at no charge to LESSOR and at no cost to LESSEE. LESSOR's emergency equipment shall only be permitted at a location on the Tower that will not cause interference with LESSEE's existing operations. The Parties shall take reasonable action to resolve any interference with the operation and performance of each Party's equipment on the Tower.

9. TAXES. LESSOR shall pay all real estate taxes, assessments, or other applicable government charges on the Property that are attributable to LESSEE's occupancy, use or operations on the Premises, if any. LESSEE agrees to reimburse LESSOR for any documented increase in real estate or personal property taxes levied against the Property that are directly attributable to the Equipment and/or Tower. LESSOR agrees to provide LESSEE any documentation evidencing the increase and how such increase is attributable to LESSEE's use. LESSEE reserves the right to challenge any such assessment, and LESSOR agrees to cooperate with LESSEE in connection with any such challenge. Notwithstanding any language in this Section to the contrary, LESSEE shall not be obligated to reimburse LESSOR for any applicable taxes, unless LESSOR requests such reimbursement, and provides LESSEE with documentation supporting any such payment(s), within one (1) year after the date such taxes became due.

10. TERMS OF USE; GOVERNMENTAL APPROVALS.

a. Use, Modification. LESSEE shall use the Premises only for the purpose of constructing, maintaining, repairing, replacing, and operating the LESSEE's Facilities, as described in Exhibit C. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right during the Term, to replace, repair, add or otherwise modify the LESSEE's Facilities, or any portion thereof, and the frequencies over which the Equipment operates. LESSEE shall submit detailed specifications and construction plans to LESSOR for any modification or replacement of its Facilities for review and written approval by LESSOR, except that LESSOR's consent shall not be required if such action requires LESSEE to obtain zoning review and/or building permits with the CITY, in such case, LESSEE shall still provide detailed specifications and plans to LESSOR of such equipment. Notwithstanding the foregoing, LESSEE shall also have the right to perform routine maintenance and repairs and Equipment swaps of its Equipment without LESSOR's prior consent. For the purposes of this Agreement, "Like-for-Like" Equipment swaps shall mean the replacement of any existing LESSEE Facilities with Equipment that is substantially the same size and weight (or smaller size and/or weight) and does not materially increase the structural loading of the Tower and is substantially the same as the equipment identified in Exhibit C; but a pole replacement shall require LESSOR's prior consent, not to be unreasonably withheld, conditioned or delayed.

b. Damage. Any damage done by LESSEE to the Premises or to LESSOR's Property during construction, installation, repair, maintenance, replacement, modification or use or operations shall be repaired at LESSEE's expense. LESSEE shall ensure that LESSEE shall provide LESSOR with as-built drawings of the Facilities installed on the Premises, which show the actual location of all Equipment. Any damage not timely repaired by LESSEE following written notice thereof by LESSOR, may but need not be repaired or commenced and thereafter diligently pursued to completion, by LESSOR and such costs incurred by LESSOR invoiced to

LESSEE for payment by LESSEE within 30 days of receipt of such invoice. In the event of noncompliance herewith by LESSEE, LESSOR may terminate this Agreement upon 30 days written notice.

c. Nuisance. LESSEE shall keep the Premises and Facilities free of debris and anything of a dangerous or noxious nature and in compliance with all applicable laws.

d. Security. LESSEE shall have sole responsibility for the security of its Facilities and personal property, and any other leasehold improvements.

e. Tower Marking and Lightning Protection. LESSEE shall be responsible for compliance with all FAA and FCC tower marking/lighting requirements, if applicable to the Facilities, related to the Premises. LESSEE shall be responsible for protecting its Equipment from the threat and damage due to lightning and related electrical/atmospheric interference. LESSEE shall notify LESSOR of any proposal to install the foregoing on the Premises.

f. Hazardous Materials. LESSEE represents and warrants that its use of the Premises will not generate and LESSEE will not store or dispose of on the Premises, nor transport to or over the Property, any Hazardous Materials in violation of applicable laws, unless LESSEE specifically informs LESSOR thereof in writing twenty-four hours prior to such storage, disposal or transport, or otherwise as soon as LESSEE becomes aware of the existence of Hazardous Materials on the Premises. The obligations of this Paragraph shall survive the expiration or other termination of this Agreement.

g. Governmental Approval Contingency. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests and structural analysis which will permit LESSEE use of the Premises as set forth above. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests or structural analysis is unsatisfactory; (v) LESSEE determines that the Premises is no longer technically or structurally compatible for its use, or (vi) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All Rents paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, LESSEE shall have no further obligations for the payment of Rent to LESSOR.

h. Site Acceptance. LESSEE will be deemed to have accepted the Premises at the time LESSEE executes this Agreement. Acceptance of the Premises by LESSEE is conclusive evidence that LESSEE accepts the Premises as suitable for the purpose for which it is leased,

accepts the Premises and any structure on the Premises "AS IS," and with all faults, and waives all claims against LESSOR in respect of defects in the Premises or the Property and its structures and appurtenances, and their suitability for any permitted purpose.

i. Survey. LESSOR also hereby grants to LESSEE, at LESSEE's expense, the right to survey the Property and Premises for purposes of updating the Exhibit B depiction of the Premises. LESSOR may also require LESSEE to conduct a survey in LESSOR's discretion at any time during the term hereof. The cost for such work shall be borne by LESSEE.

j. Access Rights. LESSEE shall have access to the Premises at all times for the uses permitted by this Agreement. LESSEE and LESSEE's employees, agents, contractors, sublessees, licensees and their employees, agents and contractors are permitted to enter the Premises. Only emergency activities (which shall be deemed to include outages of utilities and/or equipment with the Premises), will be permitted before 8:00 a.m. or after 8:00 p.m.

11. INDEMNIFICATION.

a. LESSEE agrees to indemnify, defend and hold LESSOR harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from LESSEE's inspection of the Premises, if any; the construction, installation, use, operation, maintenance, repair, replacement or removal of the LESSEE's Facilities; use of the Premises or Property, or LESSEE's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of LESSOR, its employees, agents or independent contractors. The foregoing does not constitute a waiver by LESSOR of any limitations on liability provided by any applicable Minnesota law, including Minnesota Statutes, Chapter 466. The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

b. LESSOR agrees to indemnify, defend and hold LESSEE harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from Lessor's use of the Premises or Property, or LESSOR's breach of any provision of this Agreement, except to the extent attributable to the negligence or willful misconduct of LESSEE, its employees, agents or independent contractors. The foregoing does not constitute a waiver by LESSEE of any limitations on liability provided by any applicable Minnesota law, including Minnesota Statutes, Chapter 466. The obligations described in this Paragraph shall survive the expiration or termination of this Agreement.

c. The indemnifications of this Paragraph specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property or Premises conditions or any clean-up, remedial, removal, or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. INSURANCE. LESSEE shall carry and maintain insurance as required below to protect the Parties against claims, demands, actions, judgments, expenses, and liabilities, which may arise out of or result directly or indirectly from LESSEE's use or operations of the Premises

and LESSEE's indemnification obligations stated herein. LESSEE'S policies as required below shall list the LESSOR as an additional insured and shall provide that LESSEE's policies will be the primary coverage. LESSEE is subject to the following conditions:

a. LESSEE's insurance coverage must include occurrence form Commercial General Liability coverage (including hazards of premises/operation coverage, bodily injury, property damage-third party, personal injury, independent contractors liability, products/completed operations coverage, and contractual liability coverage), and automobile coverage for owned and non-owned/hired vehicles.

b. LESSEE will carry, at its own cost and expense the following insurance: (i) workers' compensation insurance as required by law; (ii) commercial general liability (CGL) insurance with respect to its activity on the Property and Premises, such insurance to afford protection of Two Millions Dollars (\$2,000,000) per occurrence for bodily injury and property damage and Four Million Dollars (\$4,000,000) general aggregate; (iii) automobile liability coverage with limits for bodily injury liability and property damage liability in the amount of \$1,500,000 per accident; and (iv) LESSEE Facilities insurance covering damages to its Facilities at the Premises with an amount of coverage sufficient to replace the damaged Facilities, loss of use and comply with any ordinance or law requirements, which may be partially or wholly self-insured. The liability limits may be afforded under the respective policies, or in combination with an umbrella or excess liability policy, provided coverages afforded by the umbrella excess policy are no less than the underlying policies' coverage.

c. The above commercial general liability and automobile liability policies, as applicable, shall include LESSOR together with its officers, agents and employees as additional insureds as their interest may appear under this Agreement. LESSEE shall require any contractor or other person or entity engaged by the LESSEE who enters upon the Property to obtain and maintain substantially the same coverage as required of LESSEE.

d. LESSEE shall provide, prior to the commencement date and before each renewal of the Lease term, evidence of the required insurance in the form of a Certificate of Insurance issued by an insurance company (rated A+ or better by Best Insurance Guide) licensed or authorized to do business in the State of Minnesota, which includes all coverages required above. The policies shall be endorsed to provide thirty (30) days' prior written notice of cancellation to LESSOR for any reason other than non-payment or premium in which a ten day notice shall apply.

e. Failure to meet the insurance requirements contained herein shall be grounds for immediate termination of this Agreement by LESSOR. The coverage limits set forth herein shall be increased from time to time as reasonably required by LESSOR, which increases shall be reflective of then-current industry exposures, and in no case shall fall below the statutory tort limit contained in Minnesota Statutes, Chapter 466, as the same may be amended from time to time.

13. UTILITIES

a. LESSEE shall be responsible for all utilities required by LESSEE for its use or operations on the Premises, including any installation, maintenance, repair and replacement costs thereof.

b. To the extent permitted by the public utility, LESSEE shall furnish, install, and maintain, at LESSEE's expense, an electrical meter at the Premises for the measurement of electrical power used by LESSEE's Facilities. LESSEE shall pay the utility directly for its power consumption in addition to any other utilities used by LESSEE on the Premises. LESSEE shall be permitted at any time during the Term, to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within (i) the Premises and in compliance with all applicable laws, or (ii) elsewhere on the Property in such locations as reasonably approved by LESSOR and in compliance with all applicable laws. LESSEE shall have the right to install conduits connecting the temporary power source and related appurtenances to the Premises.

c. LESSOR makes no representations that utilities adequate for LESSEE's use of the Premises are available, and LESSEE shall be responsible to promptly pay all costs associated therewith.

d. LESSOR will cooperate with LESSEE's efforts to obtain utilities from any location provided by the servicing utility.

14. REMOVAL AND SITE RESTORATION.

a. LESSEE shall, upon expiration of the Term, or within one hundred eighty (180) days after any earlier termination of the Agreement, remove its above ground and below ground Facilities, including any and all structural footings-to a depth that meets the satisfaction of the City Engineer, and all personal property and restore the Premises as nearly as possible to its original condition, to LESSOR's reasonable satisfaction, with reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the Facilities of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to the Property under applicable laws. In the event that LESSEE's Facilities are not timely removed, and the Property and Premises are not restored as required herein, LESSOR may, at its sole discretion, remove and store LESSEE's Facilities and restore the Premises at LESSEE's sole expense. If LESSOR removes the Facilities, LESSOR must give written notice to LESSEE in accordance with this Agreement.

b. LESSEE shall enter into and execute a separate Facilities Decommissioning, Removal and Restoration Agreement with LESSOR, attached to this Agreement and incorporated herein by reference as Exhibit D, which is to be recorded with the County Recorder and attached to the Property upon execution of this Agreement. Such removal and restoration agreement must include a performance bond payable to LESSOR as security to ensure and guarantee the timely removal of the Facilities and restoration of the Premises and Property.

15. RIGHT OF FIRST REFUSAL. If LESSOR 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 LESSOR's interest in this Agreement) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or LESSOR's interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer, and LESSEE shall have a right of first refusal to acquire such interest, including all of LESSOR's right, title and interest in this 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 LESSEE's possessory or economic interest in the Premises. LESSOR's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, and the other terms and conditions of the offer, when available and as applicable. If the Lessor's notice shall provide for a due diligence period of less than thirty (30) days, then the due diligence period shall be extended to be thirty (30) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If LESSEE does not exercise its right of first refusal by written notice to LESSOR given within thirty (30) days, LESSOR may convey the property as described in the LESSOR's notice. If LESSEE declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and LESSEE's right of first refusal shall survive any such conveyance. LESSEE 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 this Agreement or as part of an assignment of this Agreement. Such assignment may occur either prior to or after LESSEE's receipt of LESSOR's notice and the assignment shall be effective upon written notice to LESSOR.

16. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth above, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, and LESSEE holds over in violation of this Agreement, then the Rent then in effect payable from and after the time of the expiration or earlier removal period set forth above shall be equal to 200% of the Rent applicable during the month immediately preceding such expiration or earlier termination.

17. INSTALLATION COSTS. LESSEE at its sole expense shall install the Facilities as provided herein and shall operate and maintain the Facilities in a good state of repair throughout the Term hereof.

18. QUALIFIED PERSONNEL. LESSEE covenants that all labor for installation, operation, maintenance, repairs, replacement and removal of the Facilities shall be performed by qualified personnel in a good, workmanlike manner.

19. DRAWINGS. Upon written request of LESSOR, LESSEE at its expense, shall provide to the LESSOR "as built" drawings and sketches of the Facilities following initial installation and each relocation or modification of the Facilities on the Tower or otherwise on the Premises.

20. INTERFERENCE.

a. LESSEE shall not unreasonably and materially interfere with LESSOR's use of the Property and agrees to cease all actions that unreasonably and materially interfere with LESSOR's use thereof no later than five (5) business days after receipt of written notice of the interference from LESSOR. In the event that LESSEE's cessation of action is material to LESSEE's use of the Premises and such cessation frustrates LESSEE's use of the Premises, within LESSEE's sole discretion, LESSEE shall have the right to terminate this Agreement and remove the Facilities and restore the Premises as provided herein above at LESSEE's expense. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

b. In the event LESSEE's equipment causes unreasonable and material interference with any of LESSOR's installed equipment, and after LESSOR has notified LESSEE in writing of such interference, LESSEE shall correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In addition, LESSEE agrees to use commercially reasonable efforts to cooperate with LESSOR in reducing power when reasonably requested by LESSOR in furtherance of maintenance on the Tower or LESSOR's facilities. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSEE and/or any other tenants of the Premises or Tower who currently have, or in the future take possession of the Premises will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

c. LESSOR agrees that it will not permit the construction, installation or operation on LESSOR's Property of any equipment or device that reasonably interferes with LESSEE's use of the Leased Premises for a wireless communications facility.

21. APPLICABLE LAWS. LESSEE shall, in respect to the condition of the Premises and its operation and use thereof and at LESSEE's sole cost and expense, comply with (a) all applicable laws relating to LESSEE's specific and unique nature of use of the Property and Premises; and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

22. NON-EXCLUSIVE. Nothing contained herein shall be construed as a grant of any exclusive right, license or privilege to LESSEE other than the specific use of the Premises as referenced in this document.

23. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of Rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE

shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion.

24. REMEDIES. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

25. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the Parties.

26. NOTICES. All notices contemplated by this agreement shall be sent via USPS certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, to the party at its mailing address as set forth below"

If to LESSEE: STC Five LLC
c/o Crown Castle USA Inc.
General Counsel
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

Phone: (724) 416-2000

If to LESSOR: Ben Martig, City Administrator
City of Northfield
801 Washington Street
Northfield, MN 55057

27. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

28. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State of Minnesota.

29. COMPLIANCE WITH LAWS. LESSEE shall use the Premises in compliance with, as required or as permitted by applicable laws, rules and regulations. LESSOR agrees to keep the Property in conformance with all applicable laws, rules and regulations and agrees to reasonably cooperate with the LESSEE regarding any compliance required by the LESSEE with respect to its use of the Premises.

30. DISPUTES. Any claim, controversy or dispute arising out of this Lease not resolved within Thirty (30) days following notice of the dispute shall be submitted first and promptly to mediation in accordance with the rules of the American Arbitration Association, excluding any claims for provisional remedies available at law, including injunctive relief. Each party shall bear its own cost of mediation, and shall split shared costs. If mediation does not result in settlement, either Party may seek other remedies available under the law.

31. ENFORCEMENT AND ATTORNEYS' FEES. In the event that either party to this Agreement shall bring a claim to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees and other reasonable enforcement costs and expenses incurred as a result to such claim.

32. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

33. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the Rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

34. TITLE. LESSOR covenants that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement.

35. TERMINATION. Notwithstanding the forgoing and except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon one year (365 days) written notice to the other. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other-up to the date of termination shall be paid within thirty (30) days of the

termination date. Unless termination is caused by a Default event as defined above, LESSEE shall be entitled to reimbursement of any prepaid Rent.

36. CASUALTY. This Agreement may be terminated by LESSEE, if the Premises is destroyed or damaged, without contributory fault of the LESSEE or its agents, so as, in LESSEE's judgment, to hinder its effective use of the Facilities, and in such event LESSEE may elect to terminate this Agreement upon thirty (30) days written notice to LESSOR.

37. ENVIRONMENTAL.

a. LESSEE will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to its activity conducted in or on the Premises.

b. LESSEE agrees to hold harmless and indemnify LESSOR from, and to assume all duties, responsibilities, and liabilities at its cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice claim, order, summons, citation directive, litigation, investigation, or proceeding which is related to LESSEE's failure to comply with any environmental or industrial hygiene law related to LESSEE's activity conducted in or on the Premises, including without limitation any regulations, guidelines, standards, or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect and except to the extent such claims or damages may be due to or caused by the acts or omissions of LESSOR.

c. LESSOR agrees to hold harmless and indemnify LESSEE from, and to assume all duties, responsibilities, and liabilities at its cost and expense, (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice claim, order, summons, citation directive, litigation, investigation, or proceeding which is related to LESSOR's failure to comply with any environmental or industrial hygiene law related to LESSOR's activity conducted in or on the Property, including without limitation any regulations, guidelines, standards, or policies of any governmental authority regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect and except to the extent such claims or damages may be due to or caused by the acts or omissions of LESSEE.

d. The indemnifications of this Paragraph specifically include reasonable costs, expenses, and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal, or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

38. CONDEMNATION. In the event of any condemnation of the Property, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen

(15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession, if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty five (45) days and remove the Facilities and restore the Property as provided in this Agreement at LESSEE's expense. LESSEE may on its own behalf make a claim directly to the condemning authority in any condemnation proceeding involving the Property for losses related to the Facilities, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement, and LESSEE shall be entitled to reimbursement of any prepaid Rent.

39. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

40. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

41. MODIFICATIONS/AMENDMENT. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of the Parties.

42. RECORDS—AVAILABILITY AND RETENTION. If applicable, LESSEE agrees to comply with Minn. Stat. § 16C.05, subd. 5.

43. DATA PRACTICES. The PARTIES acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.

44. INTEREST BY PUBLIC OFFICIALS. No elected official, officer, or employee of the CITY shall during such person's tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

45. AUTHORITY. Each of the individuals executing this Agreement on behalf of the Parties represents to the other party that such individual is authorized to do so by requisite action of the party to this Agreement.

46. RECITALS. The recitals hereto are made a part hereof be reference.

47. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

48. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the term of this Agreement or Rent payments.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

CITY OF NORTHFIELD

By: _____
Erica Zweifel, Its Mayor

Date: _____

By: _____
Lynette Peterson, Its City Clerk

Date: _____

COUNTY OF RICE)
) ss.
STATE OF MINNESOTA)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2025, by Erica Zweifel and Lynette Peterson, respectively the Mayor and City Clerk, on behalf of the City of Northfield, a municipal corporation under the laws of the State of Minnesota.

Notary Public

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

Date: _____

COUNTY OF _____)
) ss.
 STATE OF _____)

The foregoing instrument was acknowledged before me, a notary public in and for the above named County and State, on _____, 2025, by Christopher M. Miller, its _____, on behalf of Global Signal Acquisitions II LLC, a Delaware limited liability company, as Attorney in Fact for STC Five LLC, a limited liability company under the laws of the State of Delaware.

Notary Public

EXHIBIT A

Legal Description of the Property

That part of the south 100 acres of the Northwest Quarter of Section 8, Township 19 West of the 5th Principal Meridian, Rice County, Minnesota described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence on an assumed bearing of South 00 degrees 05 minutes 10 seconds West along the west line of said Northwest Quarter, a distance of 1178.54 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 326.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 163.23 feet to the point of beginning of the parcel of land to be described; thence continuing South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 135.15 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 134.00 feet; thence South 00 degrees 05 minutes 10 seconds West, parallel with said west line, a distance of 443.95 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 460.00 feet to said west line; thence South 00 degrees 05 minutes 10 seconds West along said west line, a distance of 50.00 feet; thence South 89 degrees 54 minutes 50 seconds East, perpendicular to said west line, a distance of 1275.00 feet; thence North 00 degrees 05 minutes 10 seconds East, parallel with said west line, a distance of 629.10 feet; thence North 89 degrees 54 minutes 50 seconds West, perpendicular to said west line, a distance of 949.00 feet to the point of beginning.

AND

The part of the NW1/4 of Section 8, Township 111, Range 19, Rice County, Minnesota described as follows; Commencing at the northwest corner of said NW1/4, thence S00°05'10"W, along the west line of said NW1/4, a distance of 1476.92 feet to the point of beginning of the land to be described: thence S89°54'50"E, perpendicular to said west line, a distance of 460.00 feet; thence S00°05'10"W, parallel to said west line, a distance of 443.95 feet; thence N89°54'50"W, perpendicular to said west line, a distance of 460.00 feet to the west line of said NW1/4; thence N00°05'10"E, along the west line of said NW1/4, a distance of 443.95 feet to the point of beginning. Subject to Spring Creek Road over and across the west side thereof.

EXHIBIT B

Depiction of Premises



EXHIBIT C

Facilities/Equipment Depiction, Description and Specifications

The Premises will be used for the purpose of (i) installing, constructing, removing, replacing, modifying the communication system facility, including, without limitation, antenna equipment, cable wiring, back-up power sources (including generators and fuel storage tanks), related fixtures and structures, and a tower structure(s), antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment, and (ii) uses incidental thereto, including without limitation testing of any kind and installation of equipment to accommodate new technologies or future innovations for receiving and transmitting signals for LESSEE's use and the use of its sublessees, licensees, and invitees.

EXHIBIT D

Facilities Decommissioning, Removal and Restoration Agreement