

**THIRD AMENDMENT TO  
SITE LEASE WITH OPTION**

THIS THIRD AMENDMENT TO SITE LEASE WITH OPTION (the “Third Amendment”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), by and between CITY OF KILLEEN (hereinafter referred to as “Landlord”) and T-MOBILE WEST TOWER LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCTMO LLC, a Delaware limited liability company (hereinafter referred to as “Tenant”).

**RECITALS**

WHEREAS, Landlord and VoiceStream PCS II Corporation, a Delaware corporation (“Original Tenant”) entered into a Site Lease with Option dated July 27, 2005, a memorandum of which was recorded in the official records of Bell County, Texas (“Official Records”) on April 20, 2006 in Volume 6035, Page 271 (the “Original Lease”) whereby Original Tenant leased certain real property, together with access and utility easements, located in Bell County, Texas from Landlord (the “Premises”), all located within certain real property owned by Landlord (“Landlord’s Property”); and

WHEREAS, the Original Lease was amended by that certain 1st Amendment to Site Lease with Option Agreement dated June 11, 2007 (“First Amendment”), and by that certain Second Amendment to Site Lease with Option dated February 11, 2014, a memorandum of which was recorded in the Official Records on April 3, 2014 at Instrument No. 2014-00011597 (“Second Amendment”) (hereinafter the Original Lease and all subsequent amendments are collectively referred to as the “Lease”); and

WHEREAS, T-Mobile West Tower LLC is currently the Tenant under the Lease as successor in interest to the Original Tenant; and

WHEREAS, the Lease had an initial term that commenced on August 1, 2005 and expired on July 31, 2010. The Lease, as amended, provides for six (6) extensions of five (5) years each, two (2) of which were exercised by Tenant. According to the Lease, the final extension expires on July 31, 2040; and

WHEREAS, Landlord and Tenant desire to amend the Lease on the terms and conditions contained herein.

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

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Renewal. Section 2 of the Second Amendment is being amended by deleting the following:

Tenant shall have the right to extend this Lease for six (6) additional, five-year terms (each a "Renewal Term").

and adding the following:

Tenant shall have the right to extend this Lease for nine (9) additional, five-year terms (each a "Renewal Term").

The remainder of Section 2 of the Second Amendment remains unchanged by this Third Amendment. Landlord and Tenant hereby acknowledge that Tenant has exercised two (2) Renewal Terms, leaving a balance of seven (7) Renewal Terms. If all Renewal Terms are exercised, the final Renewal Term will expire on July 31, 2055.

3. Expansion Option. As further consideration for Tenant entering into this Third Amendment, during the term of the Lease, Tenant shall have an irrevocable option ("Option"), exercisable at any time, and from time to time, to lease up to a maximum of two hundred (200) square feet of real property adjacent to the existing Premises at a location to be determined mutually by Landlord and Tenant ("Additional Lease Area") on the same terms and conditions set forth in the Lease. If Tenant elects to exercise the Option, after full execution of the Additional Lease Area Documents (as defined below), Tenant shall pay the same rent per square foot for the Additional Lease Area as the rent paid per square foot by Tenant for the existing Premises at the time Tenant exercises the Option. Tenant may exercise the Option for the entire Additional Lease Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Landlord at any time; provided, however, that

following Tenant's delivery of notice to Landlord, Tenant may at any time prior to full execution of the Additional Lease Area Documents (as defined herein) withdraw its election to exercise the Option if Tenant discovers or obtains any information of any nature regarding the Additional Lease Area which Tenant determines to be unfavorable in its sole discretion. Within thirty (30) days after Tenant's exercise of the Option, Landlord shall execute and deliver an amendment to the Lease, a memorandum of lease and/or amendment, and any other documents necessary to grant and record Tenant's interest in the Additional Lease Area ("Additional Lease Area Documents"). In addition, within thirty (30) days after Tenant's exercise of the Option, Landlord shall obtain and deliver any documentation necessary to free the Additional Lease Area from any mortgages, deeds of trust, liens or encumbrances.

4. Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Third 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 Third Amendment.

5. Conditional Signing Bonus. Tenant will pay to Landlord a one-time amount of Five Thousand and 00/100 Dollars (\$5,000.00) for the full execution of this Third Amendment, payable 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.

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

a) 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 Lease as amended hereby. This Third Amendment was approved in an open public meeting and all other state or local requirements for the authorization of this Third Amendment have been met.

b) Tenant is not currently in default under the Lease, 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 Lease.

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

d) 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.

7. 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.

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

9. Recordation. Tenant, at its cost and expense, shall have the right to record a memorandum of this Third Amendment in the Official Records at any time following the execution of this Third Amendment by all parties hereto.

[Signature pages follow]

Landlord and Tenant have caused this Third Amendment to be duly executed on the day and year first written above.

**LANDLORD:**  
CITY OF KILLEEN

By: \_\_\_\_\_

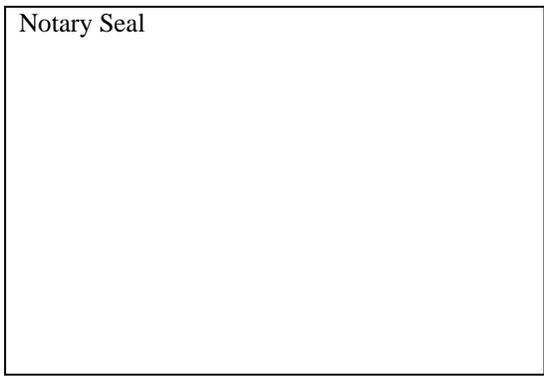
Print Name: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2019, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of CITY OF KILLEEN, known or identified to me to be the person whose name is subscribed to the foregoing Third Amendment to Site Lease with Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.



\_\_\_\_\_  
(Signature of Notary)

My Commission Expires: \_\_\_\_\_

[Tenant Execution Page Follows]

This Third Amendment is executed by Tenant as of the date first written above.

**TENANT:**  
T-MOBILE WEST TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company  
Its: Attorney In Fact

By: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2019, before me, the subscriber, a Notary Public in and for said State and County, personally appeared \_\_\_\_\_, the \_\_\_\_\_ of CCTMO LLC, a Delaware limited liability company, the Attorney In Fact for T-Mobile West Tower LLC, a Delaware limited liability company, known or identified to me to be the person whose name is subscribed to the foregoing Third Amendment to Site Lease with Option, and in due form of law acknowledged that he/she is authorized on behalf of said company to execute all documents pertaining hereto and acknowledged to me that he/she executed the same as his/her voluntary act and deed on behalf of said company.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed my seal in said State and County on the day and year last above written.

Notary Seal

\_\_\_\_\_  
(Signature of Notary)

My Commission Expires: \_\_\_\_\_