

**FIRST AMENDMENT TO  
SITE LEASE WITH OPTION**

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (the “First 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 268 (the “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, 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 provides for three (3) 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, 2025; 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 5 of the Lease is being amended by deleting the following:

Tenant shall have the right to extend this Lease for three (3) 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 5 of the Lease remains unchanged by this First 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. One-Time Rent Increase. On the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month following full execution of this First Amendment, the monthly Rent shall increase to One Thousand Eighteen and 60/100 Dollars (\$1,018.60) per month. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Lease.

4. Right of First Refusal. If Landlord 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 Landlord's interest in the Lease) to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, or Landlord's interest in the Lease, or an option for any of the foregoing, Landlord shall provide written notice to Tenant of said offer, and Tenant shall have a right of first refusal to acquire such interest, including all of Landlord's right, title and interest in the Lease, on the same terms and conditions in the offer, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Premises. If Landlord's notice covers portions of Landlord's Property beyond the Premises, Tenant may elect to acquire an interest in only the Premises, including all of Landlord's right, title and interest in the Lease, and the consideration shall be pro-rated on an acreage basis. Landlord's notice shall include the

prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Landlord's Property is to be sold, leased or otherwise conveyed, a description of said portion. If the Landlord's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If Tenant does not exercise its right of first refusal by written notice to Landlord given within thirty (30) days, Landlord may convey the property as described in the Landlord's notice. If Tenant declines to exercise its right of first refusal, then the Lease shall continue in full force and effect and Tenant's right of first refusal shall survive any such conveyance. Tenant 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 the Lease or as part of an assignment of the Lease. Such assignment may occur either prior to or after Tenant's receipt of Landlord's notice and the assignment shall be effective upon written notice to Landlord.

5. 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 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.

6. 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 First Amendment, payable within sixty (60) days of the full execution of this First Amendment ("Conditional Signing Bonus"). In the event that this First 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.

7. 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 First Amendment and to perform all of Landlord's obligations under the Lease as amended

hereby. This First Amendment was approved in an open public meeting and all other state or local requirements for the authorization of this First 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 First Amendment.

8. Notices. Tenant's notice address as stated in Section 12 of the Lease is amended as follows:

If to Tenant:

T-Mobile West Tower LLC  
12920 S.E. 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: Leasing Administration

With a copy to:

T-Mobile West Tower LLC  
c/o CCTMO LLC  
Attn: Legal – Real Estate Department  
2000 Corporate Drive  
Canonsburg, PA 15317

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

10. Counterparts. This First 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.

11. 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 First Amendment is hereby amended to be consistent.

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

[Signature pages follow]



This First 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: \_\_\_\_\_

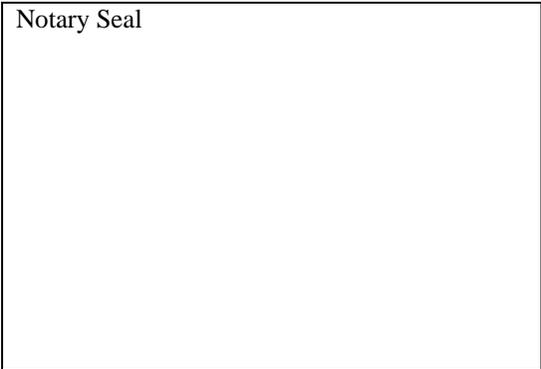
Print Name: \_\_\_\_\_

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 First 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: \_\_\_\_\_