

**SECOND AMENDMENT TO  
SITE LEASE WITH OPTION**

THIS SECOND AMENDMENT TO SITE LEASE WITH OPTION (the “Second 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 274 (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 First Amendment to Site Lease with Option dated July 15, 2011, a memorandum of which was recorded in the Official Records on August 8, 2011 at Instrument No. 2011-00027008 (“First Amendment”) (hereinafter the Original Lease and First Amendment 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 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. Term. Section 5 of the Original 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 Original Lease remains unchanged by this Second 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>) full month following full execution of this Second Amendment, the monthly Rent shall increase to One Thousand Six Hundred Fifty One and 10/100 Dollars (\$1,651.10) per month. Following such increase, the monthly Rent shall continue to adjust pursuant to the terms of the Lease.

4. Expansion Option. As further consideration for Tenant entering into this Second 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 seven hundred (700) square feet of real property adjacent to the existing Premises at a location to be mutually determined 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.

5. 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.

6. 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 Second 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 Second Amendment.

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

8. 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 Second Amendment and to perform all of Landlord's obligations under the Lease as amended hereby. This Second Amendment was approved in an open public meeting and all other state or local requirements for the authorization of this Second 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 Second Amendment.

9. Notices. Tenant's notice address as stated in Section 4 of the First Amendment 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

10. IRS Form W-9. Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second 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.

11. Counterparts. This Second 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.

12. 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 Second Amendment is hereby amended to be consistent.

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

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

**LANDLORD:**  
CITY OF KILLEEN

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

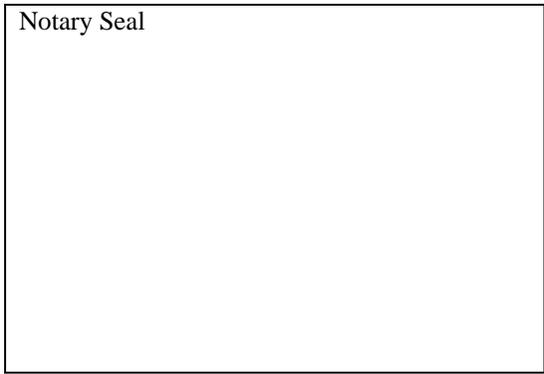
Print Name: \_\_\_\_\_

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 Second 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 Second 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: \_\_\_\_\_

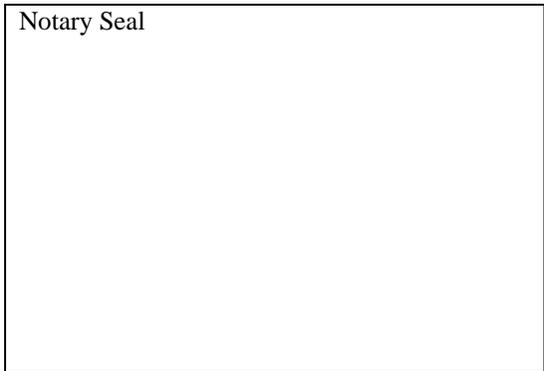
Print Name: \_\_\_\_\_

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 Second 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: \_\_\_\_\_