

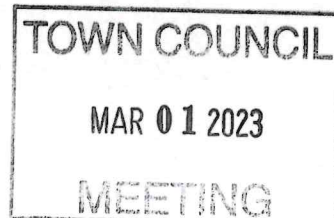
### FIRST AMENDMENT TO PCS LEASE

This First Amendment to PCS Lease (the "First Amendment") is effective as of the last signature below (the "Effective Date"), by and between Town of Bristol, a Rhode Island municipal corporation ("Owner"), and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant" previously referred to as "MB OPS"), (each a "Party", or collectively, the "Parties").

Owner and Tenant (or their predecessors-in-interest) entered into that certain PCS Lease dated March 30, 1998, as addended on April 22, 1998 (collectively, the "Agreement") regarding the leased premises ("Site") located at Minturn Road, Bristol, RI 02809 (the "Property").

For good and valuable consideration, Owner and Tenant agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms, each included as a Renewal Term, provided that Tenant may elect not to renew by providing Owner at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Owner One Thousand and 00/100 Dollars (\$1,000.00) per month as rent, partial months to be prorated, by the fifth (5<sup>th</sup>) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the rent will escalate by 3.5% of the rent in effect for the previous year on April 1, 2024 and each anniversary thereafter. Where duplicate rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate rent by Tenant.
3. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the First Amendment, Tenant may terminate the Agreement, upon prior written notice to Owner, without further liability, for any or no reason. Any prepaid rent for any time period after the termination date shall be refunded to Tenant within thirty (30) days of termination.
4. If Owner desires to redevelop, modify, remodel, alter the Property or make any improvements thereon ("Redevelopment") and both Parties agree that the Redevelopment necessitates relocation of the PCS, then: (i) Owner may require Tenant to relocate the PCS once during the term of the Agreement; (ii) Owner shall give Tenant not less than twenty-four (24) months' written notice prior to relocation; (iii) both Parties shall agree upon a suitable area for the relocation; (iv) all costs and expenses associated with or arising out of the relocation, including approval and permitting costs, shall be paid by Owner; (v) the relocation shall be performed exclusively by Tenant or its agents; (vi) the relocation shall not limit or interfere with Tenant's permitted uses of the Site; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the PCS; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Tenant may terminate the Agreement in its reasonable judgment upon written notice to Owner, without penalty or further obligation.



5. Tenant shall have the right to assign, or otherwise transfer the Agreement, upon Tenant's delivery to Owner of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Agreement. Tenant shall have the right to sublease the Agreement without the need for Owner's consent.
6. Owner shall only have the right to assign and transfer this Agreement pursuant to a sale or transfer of ownership of the Property. Upon Tenant's receipt of written verification of a sale or transfer of the Property, (a) Owner shall be relieved of all liabilities and obligations and (b) Tenant shall look solely to the new owner for performance under this Agreement. Owner shall not attempt to assign or otherwise transfer this Agreement separate from a sale or transfer of ownership of the Property ("the "Severance Transaction""), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Owner and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of Owner under this Agreement.
7. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/ 4FR6321C

If to Owner:

Town of Bristol  
10 Court Street  
Bristol, RI 02809

8. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
9. Owner will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Owner will also execute a subordination, non-disturbance and attornment agreement.
10. Any charges payable under the Agreement other than rent shall be billed by Owner to Tenant within twelve (12) months from the date in which the charges were incurred or



due; otherwise, the same shall be deemed time-barred and be forever waived and released by Owner.

11. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
12. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
13. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this First Amendment. Owner represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Tenant to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
14. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this First Amendment as of the Effective Date.

**Owner:**

**Town of Bristol, a Rhode Island municipal corporation**

By: 

Print Name: STEVEN CONTENTE  
Town Administrator

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

Date: 01-26-23

**Tenant:**

**T-Mobile Northeast LLC, a Delaware limited liability company**

By: DocuSigned by: Bill Lam  
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Print Name: Bill Lam

Title: Manager

Date: 2/9/2023



**TMO Signatory Level: L08,SL08**