

FIRST AMENDMENT TO PCS LEASE

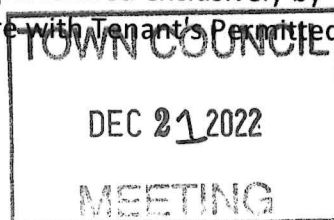
This First Amendment to PCS LEASE (the "First Amendment") is effective as of the last signature below (the "Effective Date"), by and between Town of Bristol ("Owner"), and T-Mobile Northeast LLC, a Delaware limited liability company ("Tenant"), successor in interest to Omnipoint Communications MB Operations, LLC, a Delaware Corporation (each a "Party", or collectively, the "Parties").

Owner and Tenant (or their predecessors-in-interest) entered into that certain PCS LEASE dated March 20, 1998 (the "Lease") regarding the leased premises ("Premises") 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 Lease, the term of the Lease will automatically be extended for four (4) additional and successive five (5) year terms, each included as Extension 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 Extension Term.
2. At the commencement of the first Extension Term [or Renewal Term, if we're defining the additional terms as Renewal Term] provided for in this First Amendment, Tenant shall pay Owner One thousand and 00/100 Dollars (\$1,000) per month as License Fee, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Lease, the License Fee will escalate by 3.5% annually and each anniversary thereafter. Where duplicate License Fee would occur, a credit shall be taken by Tenant for any prepayment of duplicate License Fee by Tenant.
3. Notwithstanding anything to the contrary in the Lease and as of the Effective Date of the First Amendment, Tenant may terminate the Lease, upon prior written notice to Owner, without further liability, for any or no reason. Any prepaid License Fee 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 Antenna Facilities, then: (i) Owner may require Tenant to relocate Antenna Facilities once during the Term of the Lease; (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

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Premises; (vii) the relocation shall not result in any interruption, impairment or alteration of the communications services or quality thereof provided from the Antenna Facilities; and (viii) if the Parties cannot agree upon a suitable area for relocation, then Tenant may terminate the Lease 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 Lease, 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 Lease. Tenant shall have the right to sublease the Lease without the need for Owner's consent.
6. Owner shall only have the right to assign and transfer this Lease 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 Lease. Owner shall not attempt to assign or otherwise transfer this Lease 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 Lease.
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 Lease other than License Fee 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 Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
12. This 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 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

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Northeast LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

T Mobile Lease Proposal with 3.5% Yearly Escalation

Year 1	\$12,000	\$1,000/ month
2	12,420	1,035
3	12,855	1,071
4	13,305	1,109
5	13,770	1,148
6	14,252	1,188
7	14,751	1,229
8	15,267	1,272
9	15,802	1,317
10	16,355	1,363
11	16,928	1,411
12	17,520	1,460
13	18,133	1,511
14	18,768	1,564
15	19,425	1,619
16	20,105	1,675
17	20,808	1,734
18	21,537	1,795
19	22,290	1,858
20	<u>23,070</u>	1,923
Total	\$339,361	