

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**First Amendment**”), dated as of the latter of the signature dates below (the “**Effective Date**”), is by and between The City of Hudson, Ohio (hereinafter referred to as “**Landlord**”), and T-Mobile Central, LLC, a Delaware limited liability company, successor by merger to VoiceStream Columbus, Inc. (hereinafter referred to as “**Tenant**”) (each a “**Party**”, collectively, the “**Parties**”).

WHEREAS, Landlord and Tenant (or its respective predecessor-in-interest) entered into a Water Tower Lease Agreement dated April 3, 2002 (hereinafter, the “**Lease**”), whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the real estate and Tower, as therein described, located at 85 Milford Drive, Hudson, OH 44236; and

WHEREAS, the term of the Lease will expire in 2022, and the parties mutually desire to renew the Lease, memorialize such renewal period and modify the Lease in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term of the Lease; and

WHEREAS, Landlord and Tenant desire to amend the Lease to adjust the Rent (as defined below) in conjunction with the modifications to the Lease contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the notice paragraph thereof; and

WHEREAS, Landlord and Tenant desire to amend the Lease to modify the indemnification obligations between the parties; and

WHEREAS, due to the nature of the Tower portion of the Leased Premises as a key component of the City of Hudson’s public water and utility infrastructure, Landlord and Tenant desire to amend the Lease to permit Landlord to review all employees, agents, subcontractors, consultants, vendors, and independent contractors of Tenant prior to their access to the Tower or the Leased Premises; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Lease as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Extension of Term.** The term of the Lease shall be extended to provide that the Lease has a new initial term of five (5) years (“**New Initial Term**”) commencing on May 1, 2022 (“**New**

Term Commencement Date”). As of the New Term Commencement Date, the existing Term and any extensions thereof, as applicable, shall be void and of no further force or consequence. The Lease will automatically renew, commencing on the expiration of the New Initial Term, for up to three (3) separate consecutive additional periods of five (5) years each (each such five (5) year additional period is hereinafter referred to as an "**Additional Renewal Term**" and each such Additional Renewal Term shall be considered an Renewal Term under the Lease), upon the same terms and conditions of the Lease, as amended herein, without further action by Tenant unless either party notifies the other party in writing of its intention not to renew the Lease at least sixty (60) days prior to the expiration of the New Initial Term or the then current Additional Renewal Term. The New Initial Term and any the Additional Renewal Terms are collectively referred to as the Term ("**Term**").

2. **Rent.** Commencing on May 1, 2022, the current Rent payable under the Lease shall be **Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00)** per year (the "**Rent**"), and shall continue during the Term, subject to adjustment as provided herein. Section 6 of the Lease shall be amended to provide that Rent shall be adjusted as follows: commencing on May 1, 2023, and each year thereafter, the annual Rent will increase by two and one-half percent (2.5%) over the Rent paid for the immediately preceding year. Tenant shall pay Landlord each year's Rent annually and all in advance on the annual anniversary of the New Term Commencement Date.

3. **Charges.** All charges payable under the Lease such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord and shall not be payable by Tenant. The foregoing shall not apply to Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Lease.

4. **Acknowledgement.** Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition and 2) Landlord has read and understands this First Amendment and the underlying Lease and, prior to execution of this First Amendment, was free to consult with counsel of its choosing regarding Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment.

5. **Landlord's Right to Refuse Entry to Site by Tenant.** Section 8 of the Lease is hereby deleted in its entirety and replaced with the following:

“Tenant agrees and acknowledges that the Tower and Leased Premises constitute a sensitive site that is critical to Landlord's public infrastructure and public water supply. Tenant agrees that access to and/or proximity to the City of Hudson's public water supply shall be controlled and regulated by Landlord. Therefore, if Tenant needs to access the Tower and/or Leased Premises, then the Landlord shall have the right to approve or deny access for all persons Tenant intends to deploy to the Tower or Leased Premises. No later than fourteen (14) calendar days prior to Tenant's desired date of access to the Tower and/or Leased Premises, Tenant shall provide Landlord with: (1) a detailed description of the work Tenant intends to engage in on the Tower and/or Leased Premises

(“Tower Work”); (2) a list of all persons Tenant intends to deploy to the Tower and/or Leased Premises to perform Tower Work; and (3) background reports for each person Tenant intends to deploy to the Tower and/or Leased Premises to perform the Tower Work. Landlord shall have the right to reasonably refuse access to the Tower and/or Leased Premises to any person who Landlord reasonably determines may pose a threat to the City’s public water system and/or utility infrastructure.”

6. **Notices.** Section 10 of the Lease is hereby deleted in its entirety and replaced with the following:

“**NOTICES.** All notices, requests, and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant:

T-Mobile USA, Inc.
Attn: Lease Compliance/CL11234B
12920 SE 38th Street
Bellevue, WA 98006

And as to Landlord:

City of Hudson, Ohio
Attn: City Solicitor Matt Vazzana
1140 Terex Road
Hudson, OH 44236

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.”

7. **Liability and Indemnity.** Section 11 of the Lease is hereby deleted in its entirety and replaced with the following:

“Tenant agrees to indemnify and save the Landlord harmless from all claims (including costs and expenses of defending against such claims) arising or alleged to arise from any negligence or willful misconduct of Tenant or Tenant’s agents, employees or contractors occurring during the New Initial Term or any Additional Renewal Term of this Lease in or about the Leased Premises. The obligations, covenants, terms and provisions of this Section 11 shall survive the termination of this Lease for four (4) years.”

8. **Environmental Indemnification.** Section 12 of the Lease is hereby deleted in its entirety and replaced with the following:

“Tenant shall defend, indemnify, and hold harmless Landlord from and against any and all losses, expenses (including reasonable legal expenses) of whatever kind and nature resulting from any accident, occurrence or condition caused by the release by Tenant, or any party acting on the behalf of, at the direction of or in control of Tenant of any toxic or hazardous substance or waste in, on, under, about or affecting the Leased Premises which results in any injury or death of any person or damage to any property or which requires the removal or treatment of such hazardous or toxic substance or waste or any other remedial action or fine under the terms of any properly constituted law, regulation, rule or directive of any Federal, state or local governmental authority. Tenant shall not transport any toxic or hazardous substance or waste onto the Leased Premises without giving prior notice to and obtaining the prior written consent of Landlord.

The provisions of this Section 12 shall survive the termination or expiration of this Lease and surrender of the Leased Premises by Tenant.”

9. **First Amendment to Memorandum of Water Tower Lease Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable First Amendment to Memorandum of Water Tower Lease Agreement. Either party may record this memorandum at any time, in its absolute discretion.

10. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.

11. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Lease.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute this First Amendment on the dates set forth below.

LANDLORD:
The City of Hudson, Ohio

TENANT:
T-Mobile Central, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form:

T-Mobile Contract Attorney

Approved as to Form:

Matthew J. Vazzana, Esq.
City Solicitor
City of Hudson, Ohio

[ACKNOWLEDGEMENTS APPEAR ON THE NEXT TWO PAGES]

LANDLORD ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public, in and for said County and State, personally appeared **Jane Howington**, the **City Manager** of the **City of Hudson, Ohio** who states that she is duly authorized to execute the foregoing instrument, and that she acknowledges her signature to be her free act and deed on behalf of the **City of Hudson, Ohio**.

IN TESTIMONY WHEREOF, I have set my hand and official seal at _____,
Ohio, this _____ day of _____, 2020.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

This is an acknowledgement clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public, in and for said County and State, personally appeared _____, the _____ of **T-Mobile Central, LLC** who states that he/she is duly authorized to execute the foregoing instrument, and that he/she acknowledges his/her signature to be his/her free act and deed on behalf of **T-Mobile Central, LLC**.

IN TESTIMONY WHEREOF, I have set my hand and official seal at _____, Ohio, this _____ day of _____, 2020.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____