

FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATER TOWER LEASE AGREEMENT ("First Amendment") is made and entered into on _____, 2021 ("Effective Date"), by and between City of Celina, an Ohio municipal corporation ("Owner"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant"), successor-in-interest to Bright Personal Communications Services, LLC (Collectively the "Parties").

Recitals

The Parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a WATER TOWER LEASE AGREEMENT, dated December 4, 2007 (the "Lease") for leased premises (the "Site") located at 503 Summit Street, Celina, OH 45822 (the "Property").

B. Owner and Tenant desire to enter into this First Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant covenant and agree as follows:

1. Owner Consent. Owner hereby grants Tenant the right and consents to Tenant's ~~5' x 6' (30 sq. ft.)~~ temporary expansion of the Site from 80 sq. ft. to 94.5 sq. ft. for the installation of two (2) additional ground cabinets along with the replacement of all existing antennas, remote radio units, cables and junction boxes on top of the water tank as described and depicted in on Exhibit "A", which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the "Site" under the Lease. The expansion of the Site is a temporary measure and Tenant agrees to remove equipment eliminating the need for the expansion of the Site or relocate to a new area agreed to by the parties within one year after the Effective Date of this Amendment.

2. Rent and Costs. The Rent that Tenant pays Owner will be increased by \$0.00 Zero Dollars per month as of thirty (30) days from the date of commencement of construction for the modification of the Site. Thereafter, Rent shall be payable in accordance with the terms of the Lease. Notwithstanding the foregoing or anything to the contrary contained in the Lease, further additions, upgrades or modifications to the Site shall not require Owner consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this First Amendment, there are no payment obligations of Tenant under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Tenant shall be billed by Owner to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Owner .

3. Tenant's Notice Address. Tenant's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.
12920 S.E. 38th Street
Bellevue, WA 98006
Attn.: Lease Compliance
Site No. CI16904A Celina OH Water Tank

4. Owner Obligations. Notwithstanding anything to the contrary contained in the Lease, Owner shall be responsible, at its sole cost and expense, for maintaining all portions of the Property in good order and condition and in compliance with all applicable laws, including without limitation, the roof, any support structure owned by Owner, HVAC, plumbing, elevators, landscaping and common areas.

5. Assignment. The Lease is hereby modified such that Section 5 is deleted in its entirety and replaced with the following:

While acknowledging that Owner has the absolute right and ability to transfer/sell the Property, Owner shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant’s receipt of written verification of a sale, or transfer of the Property shall Owner be relieved of all liabilities and obligations and 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 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 the Owner under this Lease. Subject to Tenant’s consent as required above, however, if a Severance Transaction occurs, Owner and its successors and assigns shall remain responsible for the performance of all of the on-going duties and obligations of the Owner under this Lease, including, without limitation, any provisions relating to the furnishing of access or utilities and neither Owner nor its assignee or any Rent payee shall suffer or permit any interference with Tenant’s rights or operations of the Antenna Facilities. A Severance Transaction shall not modify the terms of this Lease in any way.

6. Terms; Conflicts. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this First Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this First Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this First Amendment, the terms and conditions of this First Amendment will govern and control.

7. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this First Amendment, or if any such third party consent or approval is required, Owner has obtained any and all such consents or approvals.

8. Authorization. The persons who have executed this First Amendment represent and warrant that they are duly authorized to execute this First Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the Parties have executed this First Amendment on the day and year first written above.

Owner :
City of Celina, an Ohio municipal corporation

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

(insert site plan drawing here)