

FIRST AMENDMENT TO TOWER LEASE

This First Amendment to Tower Lease (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Town of Carrboro, a North Carolina municipal corporation ("**Landlord**") and T-Mobile South LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant (or their predecessors-in-interest) entered into that certain Tower Lease dated January 5, 2010 (the "**Lease**") regarding Landlord's leased area ("**Premises**") located at 301 West Main Street, Carrboro, NC 27510 (the "**Property**").

NOW, for good and valuable consideration, Landlord and Tenant agree as follows:

1. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for two (2) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Tenant may elect not to renew by providing Landlord thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Tenant shall pay Landlord Forty-Five Thousand and No/100 Dollars (\$45,000.00) annually ("**Rent**") in advance. Rent shall be adjusted annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year.
4. Except for emergencies, Tenant shall provide at least five (5) days advanced telephonic notice to Landlord for any work or routine maintenance.
5. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord 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/5RA0176A

If to Landlord:

Town of Carrboro
301 W. Main Street
Carrboro, NC 27510
Attn: Town Manager

6. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control.
7. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
8. 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 Amendment.

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

Landlord:

Town of Carrboro, a North Carolina municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile South LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

Kelly Dunham 4/16/18
T-Mobile Contract Attorney
as to form