

## FIRST AMENDMENT TO CO-LOCATION LEASE AGREEMENT

This First Amendment to Co-Location Lease Agreement (this "Amendment"), effective as of the date last signed below ("Effective Date"), amends a certain Co-Location Lease Agreement dated August 26, 2008, between SprintCom, Inc., a Kansas corporation qualified to do business in North Carolina ("Lessee") and the Town of Carrboro, a N.C. municipal corporation ("Lessor"), (the "Agreement").

### **BACKGROUND**

WHEREAS, the Agreement is set to expire on June 18, 2018, and Lessee and Lessor desire to extend the term of the Agreement.

WHEREAS, Lessee and Lessor desire to modify certain provisions of the Agreement as provided below.

### **AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. **Term.** Paragraph 2 of the Agreement is amended by adding the following:

The current term of the Agreement will expire on June 18, 2018. Notwithstanding anything to the contrary in the Agreement, commencing on June 19, 2018, the term of the Agreement is sixty (60) months ("New Initial Term"). The Agreement will be automatically renewed for one (1) additional term of sixty (60) months (a "New Renewal Term"). The New Renewal Term will be deemed automatically exercised without any action by either party unless Lessee gives written notice of its decision not to exercise any option to Lessor before expiration of the then current term. All references in the Agreement to Renewal Term shall include the New Initial Term and the New Renewal Term.

2. **Modification to License Fee.** Paragraph 3 of the Agreement is amended by adding the following:

Starting on the first day of the New Initial Term and every year thereafter, Lessee will pay Base Fee in equal annual installments of Forty-Six Thousand One Hundred Ninety-Five and 50/100 Dollars (\$46,195.50). The Base Fee for any partial years will be prorated. Commencing on June 19, 2019, the Base Fee will be increased annually by three percent (3%) of the then current Base Fee.

Lessee's obligation to pay Base Fee is contingent upon Lessee's receipt of an IRS-approved W-9 form setting forth the tax identification number of Lessor or of the person or entity to whom payment is to be made payable as directed in writing by Lessor. Lessor agrees to enroll for automated payment no less than thirty (30) days prior to the commencement of the New Initial Term. All of Lessee's payment obligations set forth in the Agreement are conditioned upon Lessor's timely enrollment for automated payment. Lessor may obtain electronic payment enrollment forms by contacting Lessor solutions at 800-357-7641 or by submitting a ticket for direct deposit via the Lessor portal at <https://Lessorsolutions.sprint.com/>.

3. **Equipment.** Paragraph 5 of the Agreement is amended by adding the following subparagraph (d):

(d) Lessee is entitled to access the Site and the Equipment 24 hours per day, 7 days per week at no additional cost or expense to Lessee subject to the following conditions. For routine maintenance and repair, including but not limited to inspections, modifications or replacements, Lessee will provide Lessor with reasonable notice at least five (5) business days in advance of visit. In case of emergency or unscheduled repairs, Lessee will provide Lessor with reasonable notice under the circumstances (at least 1 hour in advance of visit, if possible).

4. **Notice Address.** The notice addresses in Paragraph 12 of the Agreement or referenced therein for the party or parties listed below are hereby deleted in their entirety and replaced with the following:

To Lessor:	Town of Carrboro 301 West Main Street Carrboro, NC 27510 Attn: Town Manager
To Lessee:	Sprint Property Services Sprint Site ID: RA03XC066-A Mailstop KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, Kansas 66251-2650
With a mandatory copy to:	Sprint Law Department Sprint Site ID: RA03XC066-A Attn.: Real Estate Attorney Mailstop KSOPHT0101-Z2020 6391 Sprint Parkway Overland Park, Kansas 66251-2020

5. **General Terms and Conditions.**

- a. All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.
- b. In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth herein, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.
- c. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.
- d. 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.

The parties have executed this Amendment as of the Effective Date.

**Lessor:**  
**Town of Carrboro, a N.C. municipal corporation**

**Lessee:**  
**SprintCom, Inc., a Kansas corporation**

By: \_\_\_\_\_  
(please use blue ink)

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 201\_\_\_\_  
(Date must be completed)

By: \_\_\_\_\_

Printed Name: Silvia J. Lin

Title: Manager, Real Estate

Date: \_\_\_\_\_, 201\_\_\_\_  
(Date must be completed)

Attest:  
By: \_\_\_\_\_

Witness:  
By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_