

FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT

THIS FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 2019 (“Effective Date”), by and between EIP Communications I, LLC, a Delaware limited liability company (“Grantor”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, by CCATT LLC, a Delaware limited liability company, its Attorney in Fact (together with the foregoing’s successors, assigns, subtenants, agents and invitees, collectively, the “Grantee”).

WHEREAS, EIP Communications I, LLC is the successor in interest to The Charter Township of Georgetown (“Owner”), and,

WHEREAS, Owner and Grantee’s entered into an Option and Lease Agreement (the “Lease”) dated March 13, 2006, whereby Owner granted a lease to Grantee for real property located at 675 Bridgeport, County of Ottawa, State of Michigan 49429601 West Stadium Boulevard, Ann Arbor, Michigan 48103 (“Site”); and,

WHEREAS, the parties desire to add additional real property to be subject to the Lease as more fully described herein.

NOW THEREFORE, in consideration of the mutual promises, agreements and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, Owner and Grantee agree as follows:

1. Recitals; Incorporation; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals, each of which is incorporated herein as if fully rewritten herein. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. Site. The Site is more particularly described on Exhibit A attached hereto, and is shown on the site plan attached hereto as Exhibit B. Any conflicts between the description attached to this First Amendment and those contained in the Lease shall be resolved in favor of this First Amendment.

3. Additional Real Property. Grantor hereby leases to Grantee, and Grantee hereby leases from Grantor, on the terms and conditions set forth in this First Amendment and in the Lease, as amended, the additional land set forth and described on the attached Exhibit A and the site plan attached as Exhibit B, (hereinafter “Additional Real Property”). The term “Site” as used in the Lease and in this First Amendment shall be deemed to include the Additional Real Property.

4. Additional Rent. In consideration of the lease of the Additional Real Property, Grantee shall pay to Grantor the amount of Four Hundred and 00/100 Dollars (\$400.00) per month (“Additional Rent”) commencing on May 1, 2019 and continuing thereafter until the earlier of (1) the expiration of the Lease Term; or (ii) the “Return of the Additional Real Property” as set forth below. The Additional Rent shall be due and payable concurrently with and shall escalate upon the same terms and at the same time as the Rent set forth in the Lease, as amended, for so long as such Additional Rent is payable to Grantor as set forth herein.

5. Governmental Approvals. Grantor will cooperate with Grantee in executing any documents reasonably necessary to apply for or obtain any and all approvals, permits, waivers, certifications, variances, registrations, consents, qualifications, determinations or authorizations or licenses deemed reasonably necessary or advisable by Grantee from any applicable local, state or federal governmental authorities (hereinafter “Governmental Approvals”) related to the use and operation of the Additional Real Property by the Grantee or any and all equipment to be installed or located on the Additional Real Property by Grantee. Any and all costs associated with such Governmental Approvals shall be paid by Grantee. Grantor authorizes Grantee to apply for, in the Grantor’s / Owner’s name, any and all Governmental Approvals, and Grantor / Owner appoints Grantee, and each of their authorized employees as the Grantor’s / Owner’s limited attorney-in-fact for the sole purpose of filing any such documents necessary to obtain the Governmental Approvals.

6. Right to Return the Additional Real Property. Grantee shall have the option, upon ninety (90) days prior written notice to Grantor, in its sole and absolute discretion, to return the Additional Real Property to the Grantor and to terminate the lease of the same by removing all improvements from the Additional Real Property and returning same to its

condition as of the Effective Date, ordinary wear and tear excepted (the “Return of the Additional Real Property”). So long as all improvements have been removed from the Additional Real Property within said ninety (90) days, The Additional Rent shall cease and no longer be due or payable.

7. Representations, Warranties and Covenants of Owner. Grantor represents, warrants and covenants to Grantee as follows:

a. Grantor is in good standing and is duly authorized and has the full power and authority to enter into this First Amendment and to perform all of Grantor’s obligations under the Lease as amended hereby.

b. Except as expressly identified in this First Amendment, Owner owns the Site free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Site, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement, other contingent interest or other instrument other than any rights of Grantee arising under the Lease as amended hereby and the rights of utility providers under recorded easements.

c. Grantor shall cooperate in all ways reasonably requested by the Grantee, including, but not limited to, providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate, or satisfy any mortgages, deeds of trust, liens, or other encumbrances affecting the Site.

d. Upon Grantee’s request, Owner shall cure any defect in Owner’s title to the Site which in the reasonable opinion of Grantee has or may have an adverse effect on Grantee’s use or possession of the Site or the priority of the Lease, as amended.

e. The Lease, as amended, remains in full force and effect and neither Grantor, Owner nor Grantee is currently in default under the Lease, and to Grantor’s knowledge, no event, circumstance or condition has occurred or presently exists which, with the giving of notice or the passage of time or both, would constitute a default under the Lease.

f. Grantor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Grantee to carry out the terms and conditions of this First Amendment and to affect any release or cure referred to herein, and ensure Grantee's continuous and uninterrupted use, possession and quiet enjoyment of the Site under the Lease as amended hereby.

8. IRS Form W-9. Grantor agrees to provide Grantee with a fully executed and completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Grantee. In the event the Site or any portion thereof are transferred in compliance with the Lease, the succeeding Owner shall have a duty at the time of such transfer to provide Grantee with a completed IRS Form W-9, or its equivalent, and other related paper work to affect a transfer in Rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Grantee's request shall be considered a default and Grantee may take any reasonable action necessary to comply with IRS regulations, including, but not limited to, withholding applicable taxes from Rent payments.

9. Notices. Grantor and Grantee's notice addresses are as follows:

If to Grantee:

New Cingular Wireless PCS, LLC
Legal Department, Fixed Asset # _____
Attn: Network Legal
208 S. Akard Street
Dallas, Texas 75202-4206

With a copy to:

CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

If to Grantor:

EIP Communications I, LLC
1435 Bedford Avenue, Suite 108
Pittsburgh, PA 15219

Attn: Legal Department / 701489

10. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

11. Remainder of Lease Unaffected. In all other respects, the remainder of the Lease shall remain in full force and effect.

[Remainder of this page left blank intentionally. Signatures to follow.]

IN WITNESS WHEREOF, Grantor and Grantee have caused this First Amendment to be executed as of the Effective Date.

GRANTOR:

EIP COMMUNICATIONS I, LLC
a Delaware limited liability company

By: _____

Name: Michael Mackey

Title: President

GRANTEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company
its Attorney in Fact

By: _____

Name: _____

Title: _____

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania
County of Allegheny

On this, the ____ day of _____, 20__, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared Michael Mackey, known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within First Amendment to Lease Agreement and acknowledged that he is an authorized officer of EIP Communications I, LLC, a Delaware limited liability company, (“Grantor”) who did execute the same for the purposes therein contained as the duly authorized and binding act of such Grantor.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

ACKNOWLEDGEMENT

Commonwealth of Pennsylvania
County of Washington

On this, the ____ day of _____, 20__, before me, the undersigned officer in and for the above-stated jurisdiction, personally appeared _____, who acknowledged him/herself to be the _____ of CCATT LLC, a Delaware limited liability company, as Attorney in Fact for New Cingular Wireless PCS, LLC, a Delaware limited liability company, (“Grantee”), and that she, being authorized to do so, executed the foregoing First Amendment to Lease Agreement for the purposes therein contained as the duly authorized and binding act of said Grantee.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A
TO
FIRST AMENDMENT TO LEASE AGREEMENT

(Legal Description)

[to be attached]

EXHIBIT B
TO
FIRST AMENDMENT TO LEASE AGREEMENT

(Site Plan)

[to be attached]