# FIRST AMENDMENT TO SITE LEASE

This First Amendment to Site Lease ("Amendment") is made by and between Town of Trumbull., a municipal corporation, ("Landlord") and **Phoenix Partnership LLC**, a Connecticut limited liability company ("Tenant").

**WHEREAS,** Landlord and T-Mobile Northeast LLC entered into that certain Site Lease dated October 30, 2009 (the "Lease") for a portion of Landlord's property, located at 158 Edison Road, Trumbull, Fairfield County, Connecticut 06611.

**WHEREAS,** T-Mobile Northeast LLC assigned the Lease to Tenant, who has assumed all rights, responsibilities, duties and obligations under the Lease, via that certain Assignment and Assumption of Ground Lease dated March 19, 2014; and,

**WHEREAS,** Landlord and Tenant now desire to amend the Lease; and,

**NOW, THEREFORE,** in consideration of the mutual covenants contained in the Lease and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Landlord and Tenant hereby ratify and affirm the terms and conditions of the Lease and further acknowledge and agree that the Lease, as modified herein, is in full force and effect, with no defenses or offsets thereto, and neither Landlord nor Tenant, as of the date hereof, is in breach under the terms of the agreement or is aware of any condition or occurrence which through the actions or inactions of the other party, or the passage of time, would constitute a default or breach under the Lease.

2. The Tenant shall pay Landlord a one-time sum of Twenty Thousand and No/100 Dollars ($20,000.00) as a nonrefundable fee to Landlord for the change in the Premises, which shall be paid to Landlord within ninety (90) days from the full execution date of this Amendment. The last sentence in Premises referenced in Section 1(c) of the Lease is revised in the following manner: "For the avoidance of doubt, the spaces marked 'Future' and 'Future Carrier' on Exhibit B shall be included within the Premises.

3. Section 7 shall be amended to add 7(h) which shall read: The Tenant shall at its sole cost and expense file a Petition for Declaratory Ruling with the Connecticut Siting Council to extend the height of the tower to 150' for the Town of Trumbull Emergency Services Equipment provided the Landlord can sufficiently support the need for such extended height with a radio frequency engineer witness prior to such regulatory petition being filed.

4. The second paragraph of Section 15 of the Lease is deleted and replaced as follows:

   Subject to all permits and approvals from all governmental agencies having jurisdiction thereover, Tenant may lease or license the ground and space on the support structure forming a part of the Antenna Facilities, on the Premises to a third party ("Co-locator") for installation of transmission, receiving or other types of equipment facilities, on such terms and conditions, provided same are not contrary to any provision of this Lease, as Tenant in its sole discretion, desires (a "Third Party Lease"); provided, however, beginning with the second Third Party Lease or Co-locator Landlord shall receive as additional

rent under this Agreement, ten percent (10%) of all gross rents, License fees and consideration of any kind (which shall not be deemed to include any reimbursement for non-recurring or construction costs) payable to Tenant pursuant to the Third Party Lease (the "Co-location Fee") to the Landlord. Landlord acknowledges that any payments made to Tenant by a Co-locator for reimbursement of costs or expenses is not subject to the additional payments to Landlord. The Collocation Fee for each Co-locator shall commence upon the receipt of the first rent payments by each Co-locator and shall be paid to Landlord simultaneously with Rent. Tenant shall provide written notice to Landlord upon entering into any Third Party Lease along with a copy of any Third Party Lease to Landlord, including any amendments to the Third Party Lease. Tenant shall further provide Landlord with any plans and specifications detailing the changes the Co-locator intends to make to the Premises and Antenna Facilities for Landlord's approval in accordance with section 7(a) of the Lease. Tenant shall also provide written notice to Landlord of any change of status in connection with any Co-locator or any modification that may be made to its respective Third Party Lease. Landlord acknowledges that the Co-location Fee for any Third Party Lease or Co-locator shall cease upon the termination or cancellation of the Third Party Lease.

5. For purposes of complying with Landlord's approval rights to changes to the Premises and Antenna Facilities to the extent provided for in section 7(a), Landlord hereby designates _____ as the appropriate contact for Landlord, who may be reached at _____ or via electronic mail at _____. An approval of changes by said individual(s) shall be sufficient for complying with the terms of section 7(a). Landlord shall provide Tenant with an updated contact, should it be necessary, in writing, immediately upon the designation by Landlord of a new contact.

6. Tenant hereby notifies Landlord of its intent to grant a mortgage or security interest in the Lease, Premises and Antenna Facilities in accordance with section 15 of the Lease (hereinafter, the "Mortgage"), and Landlord hereby acknowledges receipt of such notice. Any Mortgagee under any note or loan secured by a Mortgage on Tenant's interest, who succeeds to such interest by foreclosure, deed-in-lieu of foreclosure, or otherwise, may take title to and shall have all of the rights of Tenant under the Lease, including the right to exercise any renewal option(s) set forth in the Lease, and to assign the Lease to the extent permitted in the Lease, if any. Landlord acknowledges its obligations described in section 15 of the Lease related to providing default notice to the Mortgagee and providing the Mortgagee with the opportunity to cure any default by Tenant, as provided therein. Notwithstanding the foregoing, Landlord's obligations thereunder are conditioned upon Tenant first providing Landlord with written notice indicating the name and contact information for the Mortgagee so that Landlord is able to comply with the terms of section 15.

7. Except as expressly set forth in this Amendment, all other terms and conditions of the Lease shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF,** the parties execute this Amendment as of the date last signed by a party hereto.

**LANDLORD: Town of Trumbull.**

By: _____

Printed Name: _____

Title: _____

Date: _____

**TENANT: Phoenix Partnership LLC**

By: _____

Printed Name: Keith Coppins

Title: President

Date: _____

# EXHIBIT-B-1