

## FIRST AMENDMENT TO SITE LEASE WITH OPTION

This First Amendment to Site Lease With Option (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between Bear Lake Communications, Inc., a Utah corporation ("**Landlord**") and T-Mobile West LLC, a Delaware limited liability company ("**Tenant**") (collectively, the "**Parties**").

Landlord and Tenant entered into that certain Site Lease With Option dated January 22, 2008, (the "**Lease**") regarding the premises located at 30 East 150 South, Garden City, Utah 84028 (the "**Premises**"), and

Landlord and Tenant desire to amend the Lease on the terms and conditions set forth herein.

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

### 1. **Rent.**

a. Starting on the New Commencement Date, Tenant shall pay Landlord One Thousand Four Hundred and no/100 Dollars (\$1,400.00) per month ("**Rent**") in advance, by the fifth (5<sup>th</sup>) day of each month. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.

b. Rent shall not be adjusted for inflation or increased by any percentage, and will remain the aforementioned amount for each successive Renewal Term as indicated by way of this Amendment.

### 2. **Renewal Terms.**

a. The Parties hereby wish to supersede and replace the term and any renewal terms of the Lease. Now, the new initial term of the Lease shall be five (5) years commencing on February 1, 2018 (the "**New Commencement Date**"), and ending on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the New Commencement Date (the "**New Initial Term**"). The New Initial Term, together with any Renewal Terms are referred to collectively as the "**Term.**"

b. The New Initial Term shall automatically renew for four (4) successive renewal terms of five (5) years each (each a "**Renewal Term**"), unless Tenant notifies Landlord in writing of Tenant's intention not to extend the Lease at least thirty (30) days prior to the expiration of the New Initial Term or any Renewal Term.

3. **Modification of Tenant's Obligation to Pay – Rent Guarantee.** Commencing on the New Commencement Date, Tenant's obligation to pay Rent is guaranteed for the period of five (5) years ("**Rent Guarantee Period**"). Tenant's obligation to pay Rent during the Rent Guarantee Period shall not be subject to offset or cancellation by Tenant unless any of the following exceptions apply: a) local, state or federal laws materially adversely affect Tenant's ability to operate; (b) the Premises or

Antenna Facilities are damaged or destroyed by wind, fire or other casualty and the Premises cannot be restored within a six-month time period; c) the Property is foreclosed upon and Tenant is unable to maintain its' tenancy; d) Landlord requires Tenant to relocate its Antenna Facilities which adversely affect Tenant's ability to operate the Antenna Facilities or e) Landlord breaches the Lease and the default issue is not cured within the appropriate cure period. This Rent Guarantee shall not apply to any increases in the Rent after the execution of this Amendment.

4. **Notice.** 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/SL01866A

If to Landlord:  
Bear Lake Communications, Inc.  
P.O. Box 7  
Fairview, UT 84629

5. **Miscellaneous.**

a. Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Landlord.

b. Landlord and Tenant will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.

c. 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. Unless otherwise defined herein, capitalized terms used in this Amendment have the same meanings they are given in the Lease.

d. Except as expressly set forth in this Amendment, the Lease otherwise is unmodified and remains in full force and effect. Each reference in the Lease to itself shall be deemed also to refer to this Amendment.

e. 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.

f. Each of the Parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

g. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

**Landlord:**

**Bear Lake Communications, Inc., a Utah corporation**

By: DocuSigned by: Eddie L. Cox

4538305CD41E4AB  
Print Name: Eddie L. Cox

Title: General Manager

Date: 8/1/2017

**Tenant:**

**T-Mobile West LLC, a Delaware limited liability company**

By: DocuSigned by: Allan Tantillo

B5F2CA8BB3E141E  
Print Name: Allan Tantillo

Title: Director

Date: 8/1/2017

*Holly Ingraham* 7/27/17  
T-Mobile Contract Attorney