

**AMENDMENT NUMBER 1 TO LOCATION AGREEMENT**

**BETWEEN**

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**AND T-MOBILE SOUTH LLC**

This Amendment Number 1 to Location Agreement (“Amendment 1”) is entered into as of \_\_\_\_\_, 2025, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO), through the Department of Water and Sewerage Services, and T-MOBILE SOUTH LLC, successor in interest by merger to Powertel/Memphis, Inc., a Delaware corporation (“T-Mobile”, previously referred to as “Powertel”) (each a “Party”, or collectively, the “Parties”).

**WITNESSETH**

WHEREAS, O98-1429 approved a Location Agreement dated December 1, 1998 (“Location Agreement”) between the Metropolitan Government of Nashville and Davidson County (“Metro”) and T-Mobile’s predecessor in interest for the installation of certain communications equipment and appurtenances (hereinafter, “Equipment”) on properties belonging to Metro, for a term length of twenty five (25) years;

WHEREAS, T-Mobile previously installed Equipment solely at one (1) location pursuant to the Location Agreement, which location is identified as 4601 Carlton Drive, Nashville TN (“Location”); and,

WHEREAS, the Location Agreement expired on December 31, 2023, since which time T-Mobile has continued to make all required payments and has remained at the Location under the terms of the Location Agreement, with Metro’s permission, and the Parties hereto wish to extend the term of the Location Agreement and amend such other terms of the Location Agreement.

THE PARTIES HEREBY AGREE AS FOLLOWS:

The Location Agreement is hereby amended as follows:

1. Section 1, *Term; Condition of Premises*, is hereby amended by deleting Section 1 in its entirety and replacing it with the following:

“Location Agreement Term; Compensation:

The term of this Location Agreement, as amended by Amendment 1, for use of Metro property located at 4601 Carlton Drive, Nashville, TN, shall be five (5) years, beginning on the date when this Amendment 1 is approved by the Metropolitan Council and filed with the Metropolitan Clerk, “Commencement Date”. The Parties may extend the term of the Location Agreement for an additional five (5) years by written amendment. There will be no further extensions of this Location Agreement and T-Mobile affirms that it will actively pursue an alternative location for T-Mobile’s Equipment. In exchange for T-Mobile’s use of Metro’s Location, T-Mobile shall pay Metro \$20,780.12, market rate, on the Commencement Date. Thereafter, T-Mobile shall annually pay Metro \$20,780.12, plus an additional 3% annually, on the anniversary of the Commencement Date. Notwithstanding the foregoing, the first payment of the annual fee will be paid within thirty (30) days

following the Commencement Date. Where duplicate annual fee payments would occur, a credit shall be taken by T-Mobile for any prepayment of such annual fee payment. ”

2. Section 3, *Approvals*, is hereby amended by deleting the last sentence of the paragraph and inserting in lieu thereof:

“In the event of such termination, T-Mobile shall be refunded on a pro-rata basis for the remainder of the Location Agreement term, only for such time that T-Mobile was not using the Location and did not have any T-Mobile Equipment at the Location.”

3. Section 4, *Expenses*, is hereby amended by deleting it in its entirety and replacing it with the following:

“T-Mobile shall bear all costs associated with the installation, operation and maintenance of its Equipment. Metro, as the owner of the structure at the Location for which T-Mobile’s Equipment will be attached, shall be responsible for maintenance of Metro’s structure. Notwithstanding the foregoing, T-Mobile shall be responsible for any damage to Metro’s structure to the extent resulting from the installation, operation, removal, replacement, modification, maintenance or operation of T-Mobile’s Equipment.”

4. Section 6, *Termination*, is hereby amended by deleting the last sentence of the paragraph and inserting in lieu thereof:

“In the event that this Agreement is terminated, T-Mobile will be refunded on a pro-rata basis for the remainder of the Location Agreement term, only for such time that T-Mobile was not using the Location and did not have any T-Mobile Equipment at the Location.”

5. T-Mobile’s notice addresses set forth in Section 12, *Notices*, are hereby deleted in their entirety and replaced with the following:

If to T-Mobile, addressed to:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance/Site 9NV0580R

6. The Agreement shall be amended by adding a new Section and the following:

“Section 25, *Force Majeure*:

No party shall have any liability to the other hereunder by reason of delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning act of God, storm, fire, casualty, unanticipated work stoppage, strike,

lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.”

7. The Agreement shall be amended by adding a new Section and the following:

“Section 26, *Relocation*:

T-Mobile shall temporarily remove its Equipment at T-Mobile’s sole cost, upon reasonable notice by Metro of not less than 30 days, except in an emergency, to allow for maintenance, repair, or restoration of Metro’s structure. In the case of an emergency, T-Mobile shall immediately remove T-Mobile’s Equipment upon a phone call to T-Mobile. An “emergency” shall be deemed to exist only in those situations which constitute an immediate threat to public health or safety or immediate danger to the Location. Telephonic notice shall be made to T-Mobile’s NOC at 1-877 -556-8999.”

8 Section 24, *Miscellaneous*, is hereby amended by deleting subsection (f) in its entirety.

9. The remaining provisions of the Location Agreement shall remain unchanged and in full force and effect.

**[SIGNATURES ON FOLLOWING PAGE]**

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY:

DocuSigned by:

*Scott Potter*

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Scott Potter, Director

Department of Water and Sewerage Services

Date: 1/8/2025

APPROVED AS TO THE AVAILABILITY OF FUNDS:

Signed by:

*Kevin Crumbo/mjw*

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Kevin Crumbo, Director

Department of Finance

APPROVED AS TO INSURANCE AND RISK:

DocuSigned by:

*Balogun Cobb*

68804BE12ED744C

Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Signed by:

*Tara Ladd*

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Assistant Metropolitan Attorney

Metropolitan Clerk

DATE:

T-MOBILE SOUTH LLC:

Signed by:

*Stephane Oge*

BY:

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Stephane . Oge

Print Name

Senior Director Network E&O

Title

1/5/2025

Date

