

SECOND AMENDMENT TO LOCATION AGREEMENT

BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

AND T-MOBILE SOUTH LLC

This Second Amendment to Location Agreement (“Second Amendment”) 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 (“Original 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; and,

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

WHEREAS, the Location Agreement was previously amended by a First Amendment approved by Metro and executed by both parties on or around December 27, 2002, which clarified terms related to termination, notice, and other administrative provisions (“First Amendment”; the Original Location Agreement and First Amendment are, collectively, the “Location Agreement”); and,

WHEREAS, the Parties acknowledge and agree that, notwithstanding any prior expiration date (including December 26, 2017), the Location Agreement shall be deemed to have expired on December 31, 2023. Since that date, 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 now 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. Retroactive to January 1, 2024, Section 1, *Term; Condition of Premises*, of the Original Location Agreement is hereby amended by deleting Section 1 in its entirety, and Section 1 and Section 2 of the First Amendment is hereby amended by deleting Section 1 and 2 of the First Amendment in their entirety, and replacing such terms from the Original Location Agreement and First Amendment with the following:

“Location Agreement Term; Compensation:

The term of this Location Agreement, as amended by the Second Amendment, for use of Metro property located at 4601 Carlton Drive, Nashville, TN, shall be five (5) years, beginning on January 1, 2024. “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 (the "Initial Payment"), market rate, on the Commencement Date for the first year of the new five (5) year term. Thereafter, T-Mobile shall annually pay Metro \$20,780.12, compounded annually at three percent (3%) on each anniversary of the Commencement Date. Notwithstanding the foregoing, the Initial Payment and second payment of the annual fee will be paid within thirty (30) days following the date when T-Mobile is notified that the Second Amendment is approved by the Metropolitan Council and filed with the Metropolitan Clerk (the "Initial Payment Date"), and on the Initial Payment Date, T-Mobile shall pay to Metro, or be credited by Metro as a deduction from the annual payment due, as appropriate, any difference between the amounts paid from January 1, 2024 through the Initial Payment 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*, of the Original Location Agreement, 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 Location 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 Location 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 thirty (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 telephonic and written notice 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.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

T-MOBILE SOUTH LLC:

DocuSigned by:

Scott Potter

994E700AE02B458

Scott Potter, Director
Department of Water and Sewerage Services

Signed by:

Stephane Oge

F23C4CB164B944E...

BY:



Stephane Oge

Print Name

Senior Director Network E&O

APPROVED AS TO THE AVAILABILTY OF FUNDS:

Signed by:

Jennine Reed

6B377A2A8742408

Jennine Reed, Director
Department of Finance

Title

11/14/2025

Date

APPROVED AS TO INSURANCE AND RISK:

DocuSigned by:

Balogun Cobb

68804BE12FD741C
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Signed by:

Hannah Britlin

07D037A5DCA5413
Assistant Metropolitan Attorney

Metropolitan Clerk

DATE: _____