

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is entered into and made effective as of this ____ day of _____, 2012 (the "Effective Date"), by and between the State of Tennessee (hereinafter "Landlord"), and Rutherford County, Tennessee (hereinafter "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 10, 2010 (the "Original Agreement"); and

WHEREAS, Landlord and Tenant have agreed to modify the terms of the Original Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. Capitalized Terms. All capitalized terms not expressly defined herein shall have the meaning ascribed to them in the Original Agreement.

2. Notices. Section 7 of the Original Agreement is hereby amended by inserting the following at the end of Section 7 of the Original Agreement:

"Copies of all notices to Landlord shall also be sent to:

State of Tennessee
Communications Director
Department of Safety
1150 Foster Avenue
Nashville, TN 37243

State of Tennessee
Department of General Services
312 Rosa L. Parks Avenue, 24th Floor
Nashville, TN 37243"

3. Additional Terms. The Original Agreement is hereby amended by inserting the following as Section 19 immediately following Section 18 of the Original Agreement:

"19. ADDITIONAL TERMS.

a. Landlord Use. In coordination with Tenant, Landlord may use the Leased Property and any communications facility or other improvements constructed on the Leased Property (collectively, the "Tenant Improvements") for the purpose of constructing, maintaining and operating one (1) or more antennas, microwaves, or other appurtenances and equipment together with a building for the storage of Landlord's telecommunications equipment and a generator to power such equipment (collectively, the "Equipment") necessary or incidental thereto to meet Landlord's telecommunication needs (the

“Intended Use”). The Leased Property and the Tenant Improvements are hereinafter collectively referred to as the “Communications Facility”. Landlord shall be allowed to modify, supplement, replace, remove, or relocate any of the Equipment during the term of this agreement and any extensions thereof. All improvements, modifications, supplements, replacements, removals, or relocations which are necessary for Landlord’s use shall be made at Landlord’s expense. Landlord shall maintain the Equipment in a reasonable condition and shall be solely responsible for the repair and maintenance of all of the Equipment, excluding repair and maintenance due to the willful misconduct or negligence of the Tenant, its employees, agents or contractors. Tenant shall provide at its sole cost and expense all utility services necessary to operate the Communications Facility and the Equipment, except for telephone services used by Landlord.

- b. Interference. Neither Landlord nor Tenant shall be allowed to use, and shall not allow others to use, the Communications Facility in any manner which would cause interference with the other party’s operations. Prior to making any modifications to the Communications Facility or allowing any other party to make modifications to the Communications Facility, Landlord and Tenant shall mutually agree to allow the making of such modifications. Prior to agreeing to the making of such modifications, either party may obtain an interference study or an engineering study to determine whether such modifications will interfere with current operations at the Communications Facility or whether the Tenant Improvements can support such modifications. The party requesting the modifications shall be responsible for the cost of any required study. In the event there is interference with one party’s operations due to the other party’s actions or usage or due to the actions or usage of parties on the Communications Facility, the party causing such interference or permitting the party causing such interference to be on the Communications Facility shall immediately take all steps necessary to eliminate the interference including, if required, cutting off power to the objectionable equipment.
- c. Removal of Equipment. Title to the Equipment shall remain in Landlord, and the Equipment shall at all times be and remain the property of Landlord, regardless of whether the Equipment is attached or affixed to the Leased Property or the Tenant Improvements.
- d. Subleases and Colocation Agreements. After the Effective Date, Tenant shall not permit any other person to use or occupy any portion of the Leased Property or the Tenant Improvements without the prior written consent of Landlord. Tenant shall provide copies of all existing written agreements and a written summary of all verbal agreements pursuant to which parties other than Tenant utilize the Leased Property or the Tenant Improvements as of the Effective Date.
- e. Additional Commitments of the Parties. Landlord and Tenant shall:
 - i. ensure that the other has complete access to network components on the Communications Facility;

- ii. identify any hazardous conditions on the Communications Facility and, (A) in the case of emergencies, the party discovering such condition shall take action to resolve the issue and notify the other party of such condition and the resolution thereof within 48 hours, or (B) in the case of a non-emergency request a meeting with the other party to discuss such condition and the resolution thereof. Any costs incurred to resolve such hazardous conditions shall be paid for by the party causing the hazardous condition to exist or split equally between the parties in the case of a hazardous condition that is not the fault of either party; and
- iii. communicate and coordinate any repairs necessary to be made to the Communications Facility.

f. Abandonment. Tenant agrees that the Equipment shall not be abandoned without at least thirty (30) days written notice to Landlord. Landlord agrees that neither the Leased Property nor the Tenant Improvements shall be abandoned without at least thirty (30) days written notice to Landlord. Tenant and Landlord shall have the opportunity to acquire any personal property or fixtures located on the Leased Property or the Tenant Improvements that the other party intends to abandon.

g. Annual Meetings. Tenant and Landlord shall meet annually, and at other times as necessary, to discuss the status of the actions that each is undertaking and to review and modify this agreement, or to develop, review or modify any other agreements between Tenant and Landlord. Joint meetings of both Tenant and Landlord may be held as deemed appropriate.

h. Reasonableness. Landlord and Tenant each agree to act reasonably with respect to any and all decisions to be made or actions to be taken under this agreement.”

4. Ratification. Except as modified herein, all of the terms, covenants, conditions, representations and warranties set forth in the Original Agreement that are not inconsistent herewith are hereby ratified and affirmed and shall continue in full force and effect

5. Miscellaneous. This Amendment may be executed in multiple counterparts each of which shall be binding on the party signing the same and which together shall constitute a single document. Signature pages bearing copies of signatures shall be effective for purposes of binding the signing party to this Amendment.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF each party hereto has executed this Amendment as of the date first above written.

Landlord: State of Tennessee

Tenant: Rutherford County, Tennessee

By: _____

By: _____

Name: Steven G. Cates, Commissioner
Department of General Services

Name: Ernest Burgess, Mayor

Approved as to form and legality:

By: _____

Name: Robert E. Cooper, Jr.

Title: Attorney General

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared STEVEN G. CATES, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Commissioner, Department of General Services for the State of Tennessee, the within named landlord, and that he as such representative, executed the foregoing instrument for the purposes therein contained and signed the name of the State of Tennessee, by himself as Commissioner, Department of General Services

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 2012.

NOTARY PUBLIC

My Commission

Expires: _____

[seal]

STATE OF TENNESSEE
COUNTY OF RUTHERFORD

Before me, _____, Notary Public in and for the County and State aforesaid, personally appeared ERNEST BURGESS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be the Mayor of Rutherford County, Tennessee, the within named tenant, and that he as Mayor, executed the foregoing instrument for the purposes therein contained and signed the name of Rutherford County, Tennessee, by himself as Mayor.

Witness my hand and seal, at office in _____, Tennessee, this the ____ day of _____, 2012.

NOTARY PUBLIC
My Commission
Expires: _____

[seal]