

SECOND AMENDMENT TO STANDARD LEASE AGREEMENT

This Second Amendment to Standard Lease Agreement (“**Second Amendment**”) is made effective as of the last signature below (the “**Effective Date**”), by and between Millville Housing Authority, a municipal corporation of New Jersey (“**Lessor**”), and T-Mobile Northeast LLC, a Delaware limited liability company (“**Lessee**”) (each a “**Party**”, or collectively, the “**Parties**”).

RECITALS

WHEREAS, Lessor and Lessee’s predecessor in interest entered into that certain Standard Lease Agreement dated April 8, 1997, as amended by that certain First Amendment To Standard Lease Agreement dated February 3, 2021 (the “**First Amendment**”), (collectively, the “**Agreement**”) pursuant to which Lessee is leasing space for a telecommunications facility at 122 East Main Street, Millville, NJ 08332, as more fully described in the Agreement (the “**Premises**”). Lessee and Lessor now wish to further amend the Agreement as set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.
2. The term of the Agreement is hereby effective to midnight on October 9, 2027 (the “**Current Term**”), and Lessee shall have the right to extend this Agreement for five (5) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Agreement except as amended. The Agreement shall automatically renew for each Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Agreement at least thirty (30) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Agreement without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Agreement, as amended.
3. Each person signing this Second Amendment on behalf of Lessor or Lessee represents that he or she is duly authorized to sign this Second Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Agreement and this Second Amendment, this Second Amendment shall prevail.
4. Lessor warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Lessor’s execution of this Second Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

5. The Agreement remains in full force and effect as amended by this Second Amendment and is hereby ratified and confirmed by the Parties.

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized representatives as of the date first written above.

Lessee:

T-Mobile Northeast LLC

Lessor:

Millville Housing Authority

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

T-Mobile Contract Attorney