

**FIRST AMENDMENT TO REAL PROPERTY
AND ANTENNA SUPPORT
STRUCTURE SITE LEASE**

This First Amendment to Real Property and Antenna Support Structure Site Lease (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between the City of Lee's Summit, Missouri, a Missouri municipality ("**Lessor**") and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Real Property and Antenna Support Structure Site Lease dated October 24, 1997, (the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 3650 SW Windemere – Lee's Summit Fire Department Station 5, Lee's Summit, Missouri 64063 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the Term of the Lease will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor one-hundred eighty (180) days' notice prior to the expiration of the then current Renewal Term. Because the Lessor is a public entity which must budget one year in advance for expenses and anticipated revenues, should Lessee elect to not automatically renew this Lease, then it shall pay to the Lessor a sum equal to one year's rental payments at the conclusion of the current Term that is expiring. In the event the Lessor shall sell or change the use of the Property so that it is not compatible with a telecommunications tower, Lessee shall receive as much notice as reasonably possible but no less than one hundred eighty (180) days and shall remove its equipment within one hundred eighty (180) days of the notice of such sale or change of use.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Twenty-Six Thousand and No/100 Dollars (\$26,000.00) per year ("**Rent**") in advance, payable in equal monthly installments of Two Thousand One Hundred Sixty-Six and 67/100 Dollars (\$2,166.67) per month, due by the fifth (5th) day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to ten percent (10%) over the Rent for the immediately preceding Renewal Term.
4. Lessee and its employees and agents will have 24/7 access to the Premises provided they contact the Lessor for approval and to ensure that operations of the Fire Station are not interrupted.
5. Lessee may complete upgrades and additions of new equipment within the leased Premises in compliance with required permits and with the approval of the Lessor. In no event shall Lessee's footprint for any equipment whether on the ground or the tower be increased without prior written consent of the City Manager and an adjustment in the rent to be paid to reflect the usage of more square or cubic feet of space on the tower or on the ground surrounding the tower.

6. Lessee shall have the right to transmit and receive on any and all frequencies for which Lessee has been granted a license by the FCC provided such transmission does not interfere with the use and enjoyment of any other tenant or the Lessor. If such transmission should cause interference, then Lessee's interfering use shall cease immediately upon oral instructions provided to Lessee at the following telephone number: T-Mobile Network Operations Center, Central Region – 1.877.611.5868.

Failure to cease such interference within a reasonable amount of time shall result in Lessor's right to terminate the Lease.

7. Lessee shall have the right to assign, or otherwise transfer the Lease, upon Lessee's delivery to Lessor of written notice of any assignment, or transfer by Lessee. Lessee shall be relieved of all liabilities and obligations and Lessor shall look solely to the assignee, or transferee for performance under the Lease. Upon receipt of a written request from Lessee, Lessor may execute an estoppel certificate. Lessee shall NOT have the right to sublease the Lease without the Lessor consent. Such consent may be granted upon a negotiation of the Rent, if any, that should be paid based on the nature of the sublease.
8. Lessor may freely assign the Lease to its affiliates and will secure Lessee's reasonable consent before assigning the Lease to non-affiliates.
9. Should Lessor receive a bona fide offer from a third party that would result in an assignment of some or all of the Rent ("**Rental Stream Offer**"), Lessor shall immediately notify Lessee, and Lessee shall have the right to match the terms of the Rental Stream Offer within forty-five (45) days. No Rental Stream Offer may be entered into by Lessor without the prior written consent of Lessee provided such consent shall not be unreasonably withheld.
10. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee 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 Lessor.
11. 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. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/A5C0080A

If to Lessor:

City of Lee's Summit, Missouri
220 SE Green Street
Lee's Summit, MO 64063
Attn: City Manager

12. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
13. 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.

- 14. 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.
- 15. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

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

Lessor:

Lessee:

CITY OF LEE'S SUMMIT, MISSOURI, a Missouri municipality

T-MOBILE CENTRAL LLC, a Delaware limited liability company

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Kelly Dunham 1/31/18
T-Mobile Contract Attorney