

SECOND AMENDMENT TO REAL PROPERTY AND MONOPOLE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND APT KANSAS CITY, INC. LEE'S SUMMIT FIRE DEPARTMENT HEADQUARTES

THIS SECOND AMENDMENT TO REAL PROPERTY AND MONOPOLE SITE LEASE BY AND BETWEEN THE CITY OF LEE'S SUMMIT AND APT KANSAS CITY, INC. LEE'S SUMMIT FIRE DEPARTMENT HEADQUARTES ("Amendment") is made and entered into by and between City of Lee's Summit, Missouri a charter city ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Real Property and Monopole Site Lease by and between the City of Lee's Summit and APT Kansas City, Inc. Lee's Summit Fire Department Headquarters dated April 23, 1997 (the "Lease"), with respect to Premises located at 209 SE Douglas Street, Lee's Summit, MO 64063; and

B. Landlord and Tenant amended the Lease on August 23, 2017, to, among other things, extend the term of the Lease ("First Amendment");

C. Landlord and Tenant desire to enter into this Second Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Upon issuance of all permits and permissions required by the City Code of Ordinance, including the Unified Development Code, (a) Tenant will have the right to modify its Antenna Facilities in accordance with the conditions set forth in the permit, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A, which is attached and incorporated herein by reference, in all respects.

2. Within thirty (30) days after the date the Antenna Facilities are installed or by June 30, 2022 ("Install Date"), whichever occurs first, Tenant shall pay Landlord a prorated fee equal to \$2,700.00 multiplied by the quotient of the number of days from the Install Date to April 22, 2023 divided by 365.

For example, if the Install Date is June 11, 2022, the prorated fee equal to $\$2,700 \times (317/365)$, which is \$2,344.93

Beginning April 23, 2023, Tenant shall pay Landlord Thirty-Three Thousand Eight Hundred Twenty-Six and 36/100 Dollars (\$33,826.36) per year ("Rent") in advance. The Rent shall be paid on or before April 23rd of each year the Lease is in effect. Rent shall increase annually on April 23rd of each year the Lease is in effect by an amount equal to three percent (3%) of the Rent in effect during the immediate preceding year.

All annual rent installments are to be paid at:

City of Lee's Summit
Attn: Finance Department
220 SE Green Street
Lee's Summit, Missouri 64063

Landlord may designate a new location to send rent installments from time to time, provided Landlord gives Tenant thirty (30) days written notice of the new location.

If Tenant fails to make a full annual rental payment on or before the due dates set forth above, Tenant shall be in default. If Tenant fails to make a full annual rental payment within thirty (30) days of the dates set forth above, the amount owed shall accrue interest at the highest non-usurious rate permitted by law.

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Landlord represents and warrants to Tenant that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign ("Effective Date").

City of Lee's Summit, Missouri

**T-Mobile Central LLC,
a Delaware limited liability company**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

3/3/2022



DocuSign
Kevin VanMaele

ENGINEERING LICENSE
STATE OF MISSOURI
STATE CERTIFICATE OF AUTHORIZATION #EF-2781
ENGINEER: KEVIN VANMAELE DISCIPLINE: ELECTRICAL
REV: 01/11/2021 PE: 021561
REV: 01/11/2021 PE: 021561
REV: 01/11/2021 PE: 021561
REV: 01/11/2021 PE: 021561
REV: 01/11/2021 PE: 021561

PLANS PREPARED FOR:

PLANS PREPARED BY:



THESE PLANS HAVE BEEN PREPARED AND THE SOLE PROPERTY OF SSC, INC. AND IS LENT TO THE BORROWER FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THE DRAWING. THE BORROWER PROMISES AND AGREES TO RETURN IT UPON REQUEST AND AGREES THAT IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, DISCLOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE OTHER THAN FOR WHICH IT IS FURNISHED.

ISSUED FOR REVIEW	DATE	BY	REV
ISSUED FOR CONSTRUCTION	03/03/22	FAC	A
	03/03/22	FAC	D

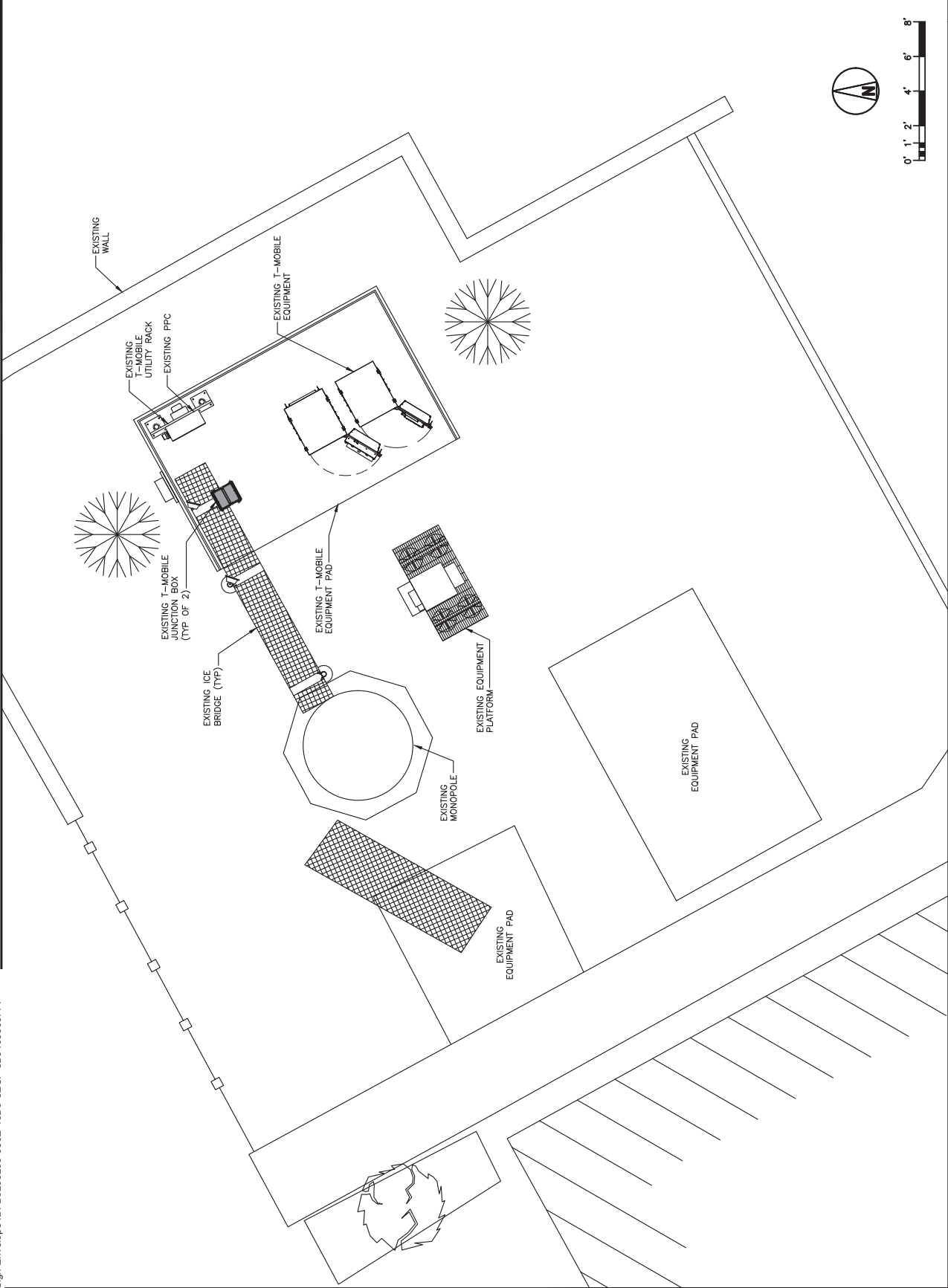
APPLICANT SITE NAME:
LEES SUMMIT FIRE STATION

APPLICANT SITE NUMBER:
A5C0028A

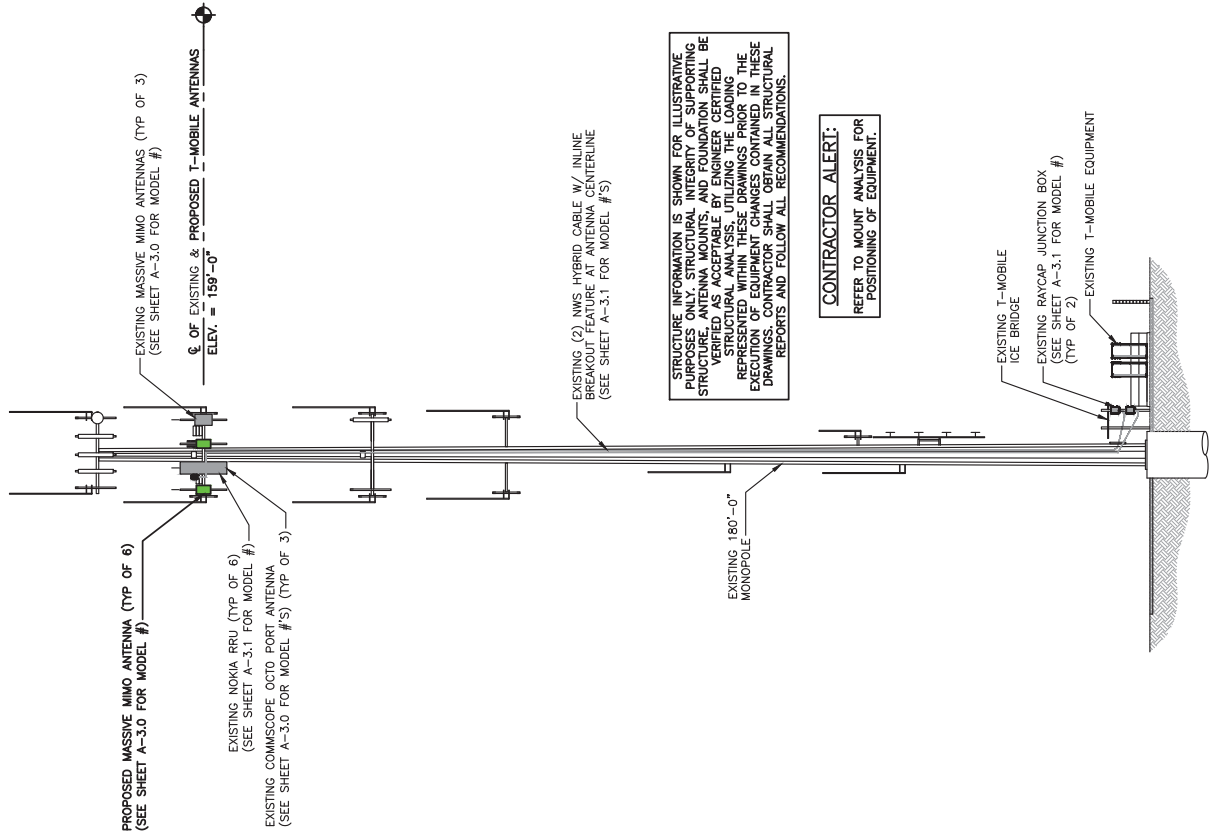
SITE ADDRESS:
209 S.E. DOUGLAS ST
LEE'S SUMMIT, MO 64063

SHEET DESCRIPTION:
OVERALL SITE PLAN

SHEET #:
A-1.0



OVERALL SITE PLAN



TOWER ELEVATION

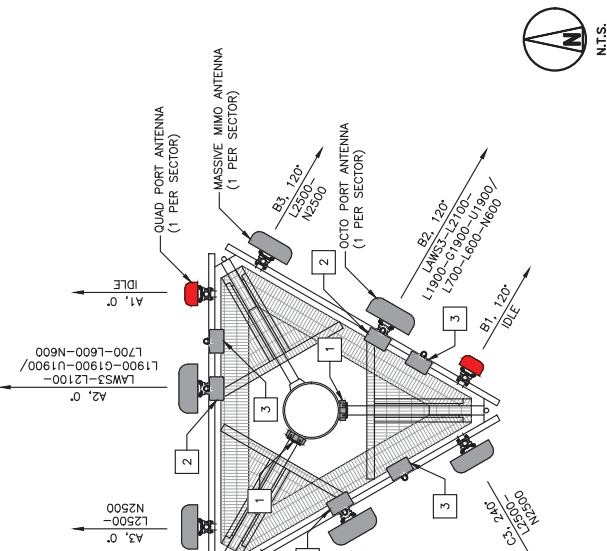
EQUIPMENT LEGEND:

	EXISTING TO REMAIN
	EXISTING TO BE REMOVED/REPLACED
	EXISTING TO BE RELOCATED

EQUIPMENT KEYED NOTES:

1	HCS 2.0 BREAKOUT FEATURE
2	AHFG RRU
3	AHLOA RRU

EXISTING ANTENNA PLAN



N.T.S.

EQUIPMENT LEGEND:

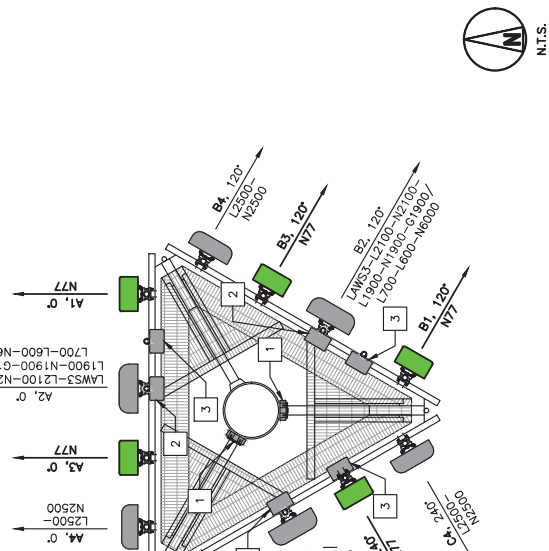
	EXISTING
	PROPOSED
	RELOCATED

EQUIPMENT KEYED NOTES:

1	HCS 2.0 BREAKOUT FEATURE
2	AHFG RRU
3	AHLOA RRU

PROPOSED ANTENNA PLAN

N.T.S.



N.T.S.

STAMP

3/3/2022

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ENGINEERING LICENSE

STATE OF MISSOURI

ENGINEER: KEVIN VANHAELE
 PE NO: 021561
 EXPIRES: 03/31/2025
 CLASS: ELECTRICAL E

PLANS PREPARED FOR: T-Mobile

PLANS PREPARED BY: SSC

PROJECT: LEE'S SUMMIT FIRE STATION

SHEET #1 OF 2

ISSUED FOR	DESCRIPTION	DATE	BY	REV
ISSUED FOR CONSTRUCTION		03/03/22	FAC	A
ISSUED FOR REVIEW		03/03/22	FAC	D

APPLICANT SITE NAME: LEE'S SUMMIT FIRE STATION

APPLICANT SITE NUMBER: A5C0028A

SITE ADDRESS: 209 S.E. DOUGLAS ST
LEE'S SUMMIT, MO 64063

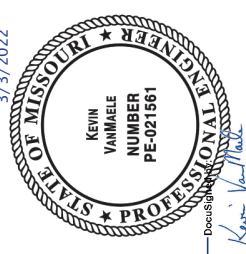
SHEET DESCRIPTION: TOWER ELEVATION & ANTENNA PLANS

SHEET #1 OF 2

3/3/2022

KEVIN VANHAELE
 NUMBER PE-021561
 PROFESSIONAL ENGINEER
 STATE OF MISSOURI

3/3/2022




STATE OF MISSOURI
 KEVIN VAMMALE
 NUMBER PE-021561
 PROFESSIONAL ENGINEER

DocuSign Envelope ID: B8208269-686E-43D9-8ECF-8B9408300FFF

ENGINEERING LICENSE

STATE OF MISSOURI
 ENGINEER: KEVIN VAMMALE
 EXPIRES: 12/31/2024
 REGISTRATION NUMBER: PE-021561
 REGISTRATION DATE: 03/03/2022
 DISCIPLINE: ELECTRICAL

PLANS PREPARED BY:  SSC

PLANS PREPARED FOR: T-Mobile

PROPERTY OF SSC, INC. AND IS LOANED TO THE BORROWER FOR THE PROJECT ONLY. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SSC, INC. THE BORROWER AGREES TO RETURN THIS DRAWING, THE BORROWER PROMISES AND AGREES TO RETURN UPON REQUEST AND AGREES THAT IT WILL BE RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF THIS DRAWING, INCLUDING REPRODUCTION OF THIS DRAWING IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF SSC, INC.

ISSUED FOR REVIEW	DATE	BY
ISSUED FOR CONSTRUCTION	03/03/22	FAV

APPLICANT SITE NAME	APPLICANT SITE NUMBER
LEES SUMMIT FIRE STATION	A5C0028A

SHEET DESCRIPTION:
 ANTENNA CONFIGURATION
 KEY

SHEET #:
 A-3.0

EQUIPMENT KEY - EQUIPMENT PAD

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	TECH	QTY.	STATUS
HPL3 CABINET	NOKIA	SYSTEM MODULE	AMIA	L2500 LAWS3 L2100 L1900 L1700 L600	1	EXISTING
		COMMON MODULE	ASIB	L2500	1	EXISTING
HPL3 CABINET	NOKIA	COMMON MODULE	ASIB	LAWS3 L2100 L1900 L1700 L600	1	EXISTING
		CAPACITY MODULE	ABIC	L2500	3	EXISTING
		CAPACITY MODULE	ABIA	LAWS3 L2100 L1900	2	EXISTING
		CAPACITY MODULE	ABIA	L700 L600	1	EXISTING
HPL3 CABINET	NOKIA	SYSTEM MODULE	AMIA	N2500 N2100 N1900 N600	1	EXISTING
		COMMON MODULE	ASIL	N2500 N2100 N1900 N600 N77	1	PROPOSED
		CAPACITY MODULE	ABIO	N2500	1	PROPOSED
		CAPACITY MODULE	ABIO	N600 N1900 N1900	1	PROPOSED
HPL3 CABINET	NOKIA	CAPACITY MODULE	ABIO	N77	1	PROPOSED
		SYSTEM MODULE	FSMF	G1900 U1900	1	EXISTING
Mounted to Ice Bridge Post	RAYCAP	JUNCTION BOX	RTMDC-5634-PF-48	L2500 N2500 N77	1	EXISTING
Mounted to Ice Bridge Post	RAYCAP	JUNCTION BOX	RTMDC-5634-PF-48	LAWS3 L2100 N2100 L1900 L1900 G1900 U1900 L700 L600 N600	1	EXISTING

EQUIPMENT KEY - FEEDLINES

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	TECH	QTY.	STATUS
1-PER SECTOR	NOKIA	RRU	AHFIG	LAWS3 L2100 N2100 L1900 L1900 G1900 U1900	3	EXISTING
1-PER SECTOR	NOKIA	RRU	AHLOA	L700 L600 N600	3	EXISTING

LOCATION	VENDOR	EQUIPMENT	MODEL NO.	TECH	QTY.	STATUS
MULTI SECTOR	NWS	HCS 2.0 HYBRID CABLE	HT-HCS2-HC6-200	L700 L600 N600	2	200'-0"

CONTRACTOR ALERT:
 REFER TO MOUNT ANALYSIS FOR POSITIONING OF EQUIPMENT.

ANTENNA KEY

STATUS	ANTENNA NUMBER	BEAM WIDTH	ANTENNA VENDOR	MODEL #	AZIMUTH	ELECTRICAL DOWNTILT	MECHANICAL DOWNTILT	ANTENNA H/A	TECH	COAXIAL FEEDER (QTY) SIZE	HYBRID FEEDER QUANTITY
EXISTING	A4 L2500- N2500	65°	NOKIA	AEHC	0°	0°	159°-0°	L2500 N2500		-	(1) HCS 2.0 HYBRID CABLE
PROPOSED	A3 N77	65°	NOKIA	AEQU	0°	0°	159°-0°	N77		-	
EXISTING	A2 LAWS3- L2100- L1900- L1900- G1900- U1900/ L700- L600- N600	65°	COMMSCOPE	FFV-65C-R3-V1	0°	0°	159°-0°	LAWS3 L2100 L1900 L1900 G1900 U1900 L700 L600 N600		-	(1) HCS 2.0 HYBRID CABLE
PROPOSED	A1 N77	65°	NOKIA	AEOK	0°	0°	159°-0°	N77		-	SHARED WITH A2
EXISTING	B4 L2500- N2500	65°	NOKIA	AEHC	120°	0°	159°-0°	L2500 N2500		-	SHARED WITH A2
PROPOSED	B5 N77	65°	NOKIA	AEOK	120°	0°	159°-0°	N77		-	
EXISTING	B2 LAWS3- L2100- L1900- L1900- G1900- U1900/ L700- L600- N600	65°	COMMSCOPE	FFV-65C-R3-V1	120°	0°	159°-0°	LAWS3 L2100 L1900 L1900 G1900 U1900 L700 L600 N600		-	SHARED WITH A1
PROPOSED	B1 N77	65°	NOKIA	AEQU	120°	0°	159°-0°	N77		-	SHARED WITH A2
EXISTING	C4 L2500- N2500	65°	NOKIA	AEHC	240°	0°	159°-0°	L2500 N2500		-	SHARED WITH A2
PROPOSED	C3 N77	65°	NOKIA	AEOK	240°	0°	159°-0°	N77		-	
EXISTING	C2 LAWS3- L2100- L1900- L1900- G1900- U1900/ L700- L600- N600	65°	COMMSCOPE	FFV-65C-R3-V1	240°	0°	159°-0°	LAWS3 L2100 L1900 L1900 G1900 U1900 L700 L600 N600		-	SHARED WITH A1
PROPOSED	C1 N77	65°	NOKIA	AEQU	240°	0°	159°-0°	N77		-	SHARED WITH A2

- ANTENNA NOTES:**
- ANTENNA CONTRACTOR SHALL INSURE THAT ALL ANTENNA MOUNTING PIPES ARE PLUMB.
 - FEEDLINE LENGTHS INDICATED ARE APPROXIMATE.
 - REFER TO NATIONAL AND REGIONAL PUBLICATIONS FOR COLOR CODE STANDARDS.
 - MULTI PORT ANTENNAS; TERMINATE UNUSED ANTENNA PORTS WITH CONNECTOR CAP & WEATHERPROOF THOROUGHLY.
 - CONTRACTOR MUST FOLLOW ALL MANUFACTURERS' RECOMMENDATIONS REGARDING THE INSTALLATION OF FEEDLINES, CONNECTORS, AND ANTENNAS.
 - MINIMUM BEND RADIUS PER MANUFACTURER'S RECOMMENDATIONS.
 - CONTRACTOR SHALL RECORD THE SERIAL #, SECTOR, AND POSITION OF EACH ACTUATOR INSTALLED AT THE ANTENNAS AND PROVIDE THE INFORMATION TO T-MOBILE.
 - WEATHERPROOF ALL ANTENNA CONNECTORS WITH SELF AMALGAMATING TAPE.
 - ANTENNA CONTRACTOR SHALL PERFORM A "TAPE DROP" MEASUREMENT TO CONFIRM / VALIDATE ANTENNA CENTERLINE (ACL) HEIGHT; CONTRACTOR SHALL SUBMIT A COMPLETED HEIGHT VERIFICATION FORM TO THE CONSTRUCTION MANAGER.