

**FIRST 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
HEADQUARTERS**

This First 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 Headquarters (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 ("**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 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 "**Agreement**") regarding Lessor's leased area ("**Premises**") located at 209 SE Douglas Street, Lee's Summit, MO 64063 (the "**Property**").

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

1. The Agreement is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for four (4) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Amendment, Lessee shall pay Lessor Twenty-Six Thousand and 00/100 Dollars (\$26,000.00) per year ("**Rent**") in advance, by the fifth day of each anniversary. 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 annually, effective on each anniversary of the Renewal Term, by an amount equal to three percent (3%) over the Rent for the immediately preceding year.
4. 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/ A5C0028A

If to Lessor:

City of Lee's Summit
Attn: Law Department
220 SE Green St.
Lee's Summit, MO 64063

5. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
6. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control.
7. 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.
8. 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:

City of Lee's Summit, Missouri

By: *Randall L. Rhoads*

Print Name: Randall L. Rhoads

Title: Mayor

Date: 8/29/17

Lessee:

T-Mobile Central LLC, a Delaware limited liability company

By: *James B. Walther*

Print Name: James B. Walther
Director, Engineering Network Operations

Title: _____

Date: 5/31/2017

Kelly Decker 5/2/17
T-Mobile Contract Attorney

Approved as to Form:

[Signature]
Office of the City Attorney