

FIRST AMENDMENT TO SITE AGREEMENT

This First Amendment to Site Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the City of Willard, Missouri ("**Owner**"), and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, successor in interest to Sprint Spectrum L.P. (successor by merger with Alamosa Missouri Properties, LLC) ("**Carrier**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Carrier (or their predecessors-in-interest) entered into that certain Site Agreement dated June 3, 2000, including that certain Addendum A dated June 3, 2000 and that certain Addendum B dated December 28, 2000 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Site**") located at 519 E. Jackson, Willard, Missouri, 65781 (the "**Property**").

For good and valuable consideration, Owner and Carrier agree as follows:

1. 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 included as a Renewal Term provided that Carrier may elect not to renew by providing Owner at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this First Amendment, Carrier shall pay Owner One Thousand Two Hundred and 00/100 Dollars (\$1,200.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. At the commencement of the first Renewal Term provided for in this First Amendment, the escalation set forth in the Lease shall terminate. Thereafter, the Rent will escalate by ten percent (10%) of the Rent for the previous Renewal Term on October 10, 2030 and on the first day of each Renewal Term thereafter. Where duplicate Rent would occur, a credit shall be taken by Carrier for any prepayment of duplicate Rent by Carrier.
3. Owner shall have the right to request Carrier's temporary removal and relocation of the Antenna Facilities from the Premises ("**Temporary Relocation**") once per Renewal Term for the purpose of completing general maintenance or painting to or on the Premises. If Owner requires such Temporary relocation, then: (i) Owner shall provide Carrier at least six (6) months' prior written notice of any repairs, maintenance or other work (the "**Work**"), which would require the Temporary Relocation; (ii) this notice requirement shall not affect any situation where Owner must request Carrier's Temporary Relocation in the event of an emergency as necessary to protect the health, safety, and welfare of visitors or Owner's other tenants; (iii) Carrier agrees to cover the costs of Carrier's Temporary Relocation; (iv) Owner agrees that any approval or permit is required for Carrier's Temporary Relocation, Owner shall reimburse or otherwise waive any associated fee for Carrier's approvals or permits. Carrier may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location of the Property that provides Carrier coverage and service levels similar to those of the Antenna Facilities at the original location while the Work is being performed. Owner shall ensure that Carrier's Temporary Relocation lasts for the minimum length of time required for the completion of the Work. Carrier shall have the right to reinstall the Antenna Facilities immediately upon the completion of the Work.

4. Carrier shall have the right to connect to and otherwise utilize any and all pre-existing utility related equipment, or alternatively, to construct, install, operate, maintain, repair, add, upgrade, remove or replace utility related equipment (collectively, the "**Utility Facilities**") located on or serving the Property, which are either owned by or available to Owner.
5. Carrier shall be responsible for all utility charges for electricity, or any other utility service used by Carrier on the Site (the "**Utility Charges**"). Carrier may install separate meters or submeters for the utility usage of Carrier.
6. Carrier shall have the right to assign, or otherwise transfer the Agreement, upon Carrier's delivery to Owner of written notice of any assignment or transfer by Carrier. Carrier shall be relieved of all liabilities and obligations and Owner shall look solely to the assignee, or transferee for performance under the Agreement. Carrier shall have the right to sublease the Agreement without the need for Owner's consent.
7. Carrier reserves the right to update the description of the Site to reflect any modifications or changes, from time to time, during the Term of the Agreement.
8. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner or Carrier may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Carrier:

T-Mobile USA, Inc.
 12920 SE 38th Street
 Bellevue, WA 98006
 Attn: Lease Compliance /
 ST03RW422-A5P0093A

If to Owner:

City of Willard
 P.O. Box 187
 Willard, MO 65781

9. Carrier and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
10. Owner will execute a Memorandum of Agreement at Carrier's request. If the Property is encumbered by a deed, mortgage or other security interest, Owner will also execute a subordination, non-disturbance and attornment agreement.
11. Any charges payable under the Agreement other than Rent shall be billed by Owner to Carrier 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 Owner.

12. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
13. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.
14. 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 First Amendment. Owner represents and warrants to Carrier that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Carrier to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
15. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

Owner:

City of Willard, Missouri

By: _____

Print Name: _____

Title: _____

Date: _____

Carrier:

**Sprint Spectrum Realty Company, LLC, a
Delaware limited liability company**

By: _____

Print Name: _____

Title: _____

Date: _____

