

Prepared by: Tiffany Gonsalves
After recording return to: Rita Drinkwater
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487
Ph: 800-487-7483 ext. 7872

Parcel ID: 88-07-23-200-009

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (“**First Amendment**”) is executed this _____ day of _____, 202__ (“**Effective Date**”) by and between **CITY OF WILLARD, MO, a Missouri municipal corporation**, having an address at 224 W. Jackson Street, Willard, MO 65781 (“**Landlord**”) and **SBA MONARCH TOWERS III, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487 (“**Tenant**”).

WHEREAS, Landlord and T-Mobile Central LLC, a Delaware limited liability company, entered into that certain Site Lease with Option dated May 4, 2010, as evidenced by that certain Memorandum of Lease dated May 4, 2010, and recorded September 20, 2010, in Book 2010, Page 036981-10, (“**Lease**”) and ultimately assigned to Tenant, as evidenced by that certain Memorandum of Assignment dated August 9, 2012, and recorded December 17, 2012, in Book 2012, Page 055669-12; said recordings of the Recorder Deeds of Greene County, Missouri, for Tenant’s use of a portion of the real property (“**Premises**”), located at 133 N. State Highway Z, Willard, MO 65781 (“**Property**”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, Landlord and Tenant desire and intend to amend and supplement the Lease as provided herein.

NOW, THEREFORE, for good and valuable consideration of One Hundred and No/100 Dollars (\$100.00), the receipt and sufficiency of which is hereby, acknowledged, the parties hereto covenant, agree, and bind themselves to the following modifications to the Lease:

1. **Section 3. Renewal**, of the Lease is hereby amended to include the following:

In addition to the Renewal Term as referenced in the Lease, the Lease is hereby amended to include six (6) additional successive terms of five (5) years, each of which shall be deemed automatically extended unless Tenant notifies Landlord of its intention not to renew the Lease at least thirty (30) days prior to the commencement of the succeeding Renewal Term. The first additional Renewal Term shall commence on August 16, 2040, upon the expiration of the Renewal Term expiring on August 15, 2040.

2. **Section 12. Notices**, of the Lease is hereby amended as follows:

If to Tenant, to: SBA Monarch Towers III, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: MO41411-T/Willard Rec Center

3. As part of Tenant's right to the undisturbed use and enjoyment of the Premises (including access and utilities on the Property), Landlord shall not at any time during the term of this Lease enter into a lease, license agreement, easement agreement, management agreement, or any other instrument with another party that permits on the Property or any adjacent parcel of land owned, leased, managed, or otherwise controlled by Landlord any of the uses permitted herein or similar thereto. Landlord may not assign, transfer, or grant any interest in this Lease or any rights hereunder, except in connection with conveyance of fee simple title to the Property, without the prior written consent of Tenant, in Tenant's sole discretion.
4. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.
5. This First Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Property is located without regard to principles of conflicts of law.
6. Except as specifically set forth in this First Amendment, the Lease is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Lease and this First Amendment, the terms of this First Amendment shall take precedence.
7. Landlord acknowledges that the attached **Exhibit "A"** may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such exhibit with an accurate survey

and legal descriptions of the Premises and re-record this First Amendment without obtaining the further approval of Landlord. Following such re-recording, the descriptions of the Premises described therein shall serve as the descriptions for same for all purposes under the Lease.

8. Landlord represents and warrants to Tenant that Landlord is the sole owner in fee simple title to the Property and Landlord's interest under the Lease and that consent or approval of no other person is necessary for Landlord to enter into this First Amendment.
9. This First Amendment may be executed in one or more counterparts and by the different parties hereto in separate counterparts, each of which when executed shall be, deemed to be an original but all of which taken together shall constitute one, and the same First Amendment.
10. Tenant shall have the right to record this First Amendment.

[The remainder of this page is intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

LANDLORD:

**City of Willard, MO, a Missouri
municipal corporation**

By: _____

Print Name: _____

Title: _____

STATE OF MISSOURI

COUNTY OF _____

On this ____ day of _____ in the year 202__ before me, _____, a Notary Public in and for said state, personally appeared _____, _____, of City of Willard, MO, a Missouri municipal corporation, known to me to be the person who executed the within First Amendment in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

In Witness Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public _____

My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

TENANT:

**SBA Monarch Towers III, LLC, a
Delaware limited liability company**

By: _____

Print Name: _____

Joshua Koenig, Executive Vice
President and General Counsel

Print Name: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this ____ day of _____, 202__, by Joshua Koenig, Executive Vice President and General Counsel of SBA Monarch Towers III, LLC, a Delaware limited liability company, on behalf of said company, who is personally known to me and did not take an oath.

Notary Public _____

My Commission Expires _____

(NOTARY SEAL)

EXHIBIT "A"

Legal description to be incorporated upon receipt of final survey.

Property located in Greene, MO

Parcel I:

All of the South three hundred sixty-three (363) feet of the North two thousand two hundred ninety-three (2293) feet of the East half (E1/2) of the Northwest quarter (NW1/4) of Section twenty-three (23), Township thirty (30) North, Range twenty-three (23) West; except State Route Z right-of-way along the East side thereof, except that part taken or used for roads.

Parcel II:

All of the South three hundred fifty-five (355) feet of the East half (E 1/2) of the Northwest quarter (NW1/4) of Section twenty-three (23), Township thirty (30) North, Range twenty-three (23) West; except State Route Z right-of-way along the East side thereof, except that part taken or used for roads.

AND BEING the same property conveyed to The City of Willard, Missouri, a municipal corporation from Valeria Vrooman Branham and Claudia Branham, both single persons by General Warranty Deed dated February 16, 1988 and recorded February 19, 1988 in Deed Book 2002, Page 1793.

Tax Parcel No. 88-07-23-200-009