

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: 132-909-001-0001

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 **SPRING BRANCH INDEPENDENT SCHOOL DISTRICT, a Texas independent school district**, having an address at 955 Campbell Road, Houston, TX 77024 (“**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 West Corporation, a Delaware corporation, entered into that certain Site Lease With Option dated August 8, 2008, as evidenced by that certain Memorandum of Lease dated April 23, 2010, and recorded April 5, 2011, as Instrument No. 20110135878 (“**Lease**”) and ultimately assigned to Tenant, as evidenced by that certain Memorandum of Assignment dated August 9, 2012, and recorded November 15, 2012, as Instrument No. 20120532132; said recordings of the Official Public Records of Harris County, Texas, for Tenant’s use of a portion of the real property (“**Premises**”), located at 14555 Fern Drive, Houston, TX 77079 (“**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, 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, subsection (b)**, of the Lease is hereby amended to include the following:

In addition to the Extended Terms as referenced in the Lease, the Lease is hereby amended to include four (4) additional successive Extended 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 Extended Term. The first additional Extended Term shall commence on August 9, 2028, upon the expiration of the Extended Term expiring on August 8, 2028.

2. **Section 4. Rent, subsection (a)** of the Lease is hereby amended to include the following:

(a) Commencing on the first month following the Effective Date of this First Amendment, Landlord's Rent shall increase to Two Thousand and No/100 Dollars (\$2,000.00) per month. On August 9, 2025, and each anniversary of such date thereafter, Landlord's Rent shall incur an increase of three percent (3%). All escalations provided herein shall be in lieu of and not in addition to any escalations currently provided in the Lease.

3. **Section 4. Rent, subsection (b)** of the Lease is hereby deleted in its entirety.

4. **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: TX41965-T/Stratford HS

5. Upon full execution of this First Amendment, Tenant shall pay to Landlord a one-time payment of Five Thousand and No/100 Dollars (\$5,000.00).
6. Capitalized terms not defined in this First Amendment will have the meaning ascribed to such terms in the Lease.
7. 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.

8. 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 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.
9. 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.
10. Landlord acknowledges that **Exhibit "A" and Exhibit "B"**, attached to the Lease may be preliminary or incomplete and, accordingly, Tenant may replace and substitute such exhibits 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.
11. 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.
12. 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.
13. 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:

**Spring Branch Independent School
District, a Texas Independent School
District**

By: _____

Print Name: _____

Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 202____, by _____, _____ of Spring Branch Independent School District, a Texas Independent School District, on behalf of said school district.

Notary Public_____

My Commission Expires _____

(NOTARY SEAL)

WITNESSES:

TENANT:

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

Print Name: _____

By: _____
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"

Property

Legal description to be incorporated upon receipt of final survey.

Property located in Harris, TX

The following described land situated in Harris County, Texas:

40 acres of land in the William Hardin Survey, Abstract No. 24, City of Houston, Harris County, Texas, more particularly described as follows:

BEGINNING at an iron rod in the east line of Dairy Ashford Road located North 539.99 feet from the north line of Memorial Drive;

THENCE North 1411.74 feet along the east line of Dairy Ashford Road to an iron pipe at its intersection with the south line of Fern Drive;

THENCE N.89°56'E. 1237.71 feet along the south line of Fern Drive to an iron rod at its intersection with the west line of Tully Road;

THENCE S.0°17'W. 1411.71 feet along the west line of Tully to an iron rod;

THENCE S.89°56'W. 1230.73 feet to the PLACE OF Beginning.