

**FIRST AMENDMENT TO COMMERCIAL MOBILE RADIO SERVICE ANTENNA
AGREEMENT SHEPARD WATER TOWER**

THIS FIRST AMENDMENT TO COMMERCIAL MOBILE RADIO SERVICE ANTENNA AGREEMENT SHEPARD WATER TOWER ("Amendment") by and between the City of Columbia, a municipal corporation (hereinafter "City"), 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) (hereinafter "Lessee"), is entered into on the date of the last signatory noted below.

WHEREAS, City and Lessee are parties to a certain Commercial Mobile Radio Service Antenna Agreement dated October 7, 2004 ("Agreement") for Lessee's use of a portion of real estate (hereinafter referred to as "Leased Premises") located at 1160 Cinnamon Hill Lane, Columbia, Missouri, also known as Shepard Water Tower.

WHEREAS, City and Lessee desire to amend and supplement the Agreement as provided herein,

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree to the following modifications to the Agreement:

1. Notwithstanding anything to the contrary contained in the Agreement or this Amendment, the parties agree the Agreement originally commenced on October 7, 2004, and the Agreement is scheduled to expire on October 6, 2019. The Agreement is hereby amended to provide Lessee with the option to extend the Agreement for each of three (3) additional five (5) year renewal terms (each a "New Renewal Term" and, collectively, the "New Renewal Terms"). Notwithstanding anything to the contrary contained in the Agreement, New Renewal Terms shall automatically renew unless either party notifies the other party that they elect not to renew the Agreement at least six (6) months prior to the commencement of the next Renewal Term.
2. City shall be able to terminate this Agreement in the event of a material default by Lessee, which default is not cured within sixty (60) days of Lessee's receipt of written notice thereof, provided, however, in the event that Lessee has diligently commenced to cure a material default within sixty (60) day so Lessee's actual receipt of notice thereof, and Lessee requires additional time to completely cure said default, time to cure said default may be extended upon mutual agreement of the parties.

3. On October 7, 2019 the annual rent will be increased to Twenty Five Thousand Nine Hundred Twenty and 00/100 Dollars (\$25,920.00) per year. During the term of the Agreement, as extended pursuant to this Amendment, the annual rent shall be paid in equal monthly installments of Two Thousand One Hundred Sixty and 00/100 Dollars (\$2,160.00) payable by the 7th of each month, commencing October 7, 2019 and may be paid by electronic funds transfer. On October 7, 2024 the annual rent shall increase by twenty percent (20%) and upon the commencement of each New Renewal Term thereafter.

4. The parties' notice addresses in Section 9 of the Agreement are hereby amended as follows:

If to City:

City Manager's Office
Attn: Legal Department
P.O. Box 6015
Columbia, MO 65205-6015
Phone: 1-573-874-7223

If to Lessee:

Sprint Property Services
Sprint Site ID: ST08RW204
Mailstop KSOPHTO101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

and

Sprint Law Department
Sprint Site ID: ST08RW204
Attn. Real Estate Attorney
Mailstop KSOPHTO101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020

5. To the fullest extent not prohibited by law, Lessee shall indemnify and hold harmless the City of Columbia, Missouri, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees) arising by reason of any negligent act or failure to act, or willful misconduct, of Lessee, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Lessee or a subcontractor for part of the services), of anyone directly or indirectly employed by Lessee or by any subcontractor, or of anyone for whose acts Lessee or its subcontractor may be liable, in connection with providing these services except as provided in this Agreement. This provision does not, however, require Lessee to indemnify, hold harmless or defend the City of Columbia, Missouri from its own negligence or intentional acts, except as set out herein. City shall have the right to elect in writing to reasonably coordinate with Lessee in connection with



the defense of any such suits or actions, in which case Lessee shall pay the reasonable legal expenses of City actually incurred.

6. Section 19. (Insurance) of the Agreement is deleted in its entirety and replaced with the following:

Lessee will procure and maintain a commercial general liability insurance policy with limits of not less than one million dollars (\$1,000,000.00) for each occurrence, and two million dollars (\$2,000,000.00) general aggregate coverage, and an excess liability insurance policy with a limit of five million dollars (\$5,000,000.00). Coverage to be provided shall be an insurance company authorized to do business in the State of Missouri.

7. Venue for any litigation involving the Agreement will be in Boone County, Missouri Circuit Court or the U.S. District Court for the Western District of Missouri.

8. Except as specifically set forth in this Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall take precedence.

9. City represents and warrants to Lessee that the City is the sole owner in fee simple title to the Leased Premises.

10. This Amendment may be executed in one of 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 Agreement.

11. Nothing in the Agreement shall be deemed to be a waiver of either sovereign or governmental immunity or public official immunity by the City.



12. The Agreement shall be deemed to meet the Commercial Lease safe harbor of the Bankruptcy Code. In the event Lessee files for bankruptcy relief, Lessee shall either affirm the Agreement and bring all payments current or reject the Agreement and remove all towers and equipment installed by Lessee within the period allowed by applicable law.

[SIGNATURE PAGES FOLLOW]

Lessee:

Sprint Spectrum Realty Company, LLC

By: Silvia J. Lin
Silvia J. Lin
Manager, Real Estate

Title: 4/11/2019

ATTEST:

By: Michelle Crawford

Name: Michelle Crawford

Title: Real Estate Manager II

STATE OF Kansas)

COUNTY OF Johnson) ss

On this 1st day of April, 2019, in and for said state, personally appeared, Silvia J. Lin, who being by me duly sworn, acknowledged that he/she is the manager, Real Estate of Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, and that this instrument was signed on behalf of said limited liability company and further acknowledged that she/he executed the same as his/her free act and deed for the purpose therein stated and has been duly granted the authority by said limited partnership to execute the same.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal.

Notary Public
State of Kansas
Pamela D. Mahoney
My Commission Expires 6/3/2022

Pamela D. Mahoney
Notary Public

My commission expires: 6/3/2022

6