

Site: Fire House #5
BUN: 824047

FIRST AMENDMENT TO PCS ANTENNA AGREEMENT

THIS FIRST AMENDMENT TO PCS ANTENNA AGREEMENT (this "Amendment") is entered into on the date of the last signatory noted below (the "Effective Date"), by and between **CITY OF COLUMBIA, MISSOURI**, a municipal corporation ("Landlord"), having a mailing address of 701 E Broadway, P.O. Box 6015, Columbia, Missouri 65205; and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company ("Tenant"), whose address is 12920 SE 38th Street, Bellevue, Washington 98006, Attn: Lease Compliance/MO08222F, by and through its attorney-in-fact, CCTMO LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

RECITALS

WHEREAS, Landlord and Tenant are the parties to that certain PCS Antenna Agreement (Amending and Restating Certain Terms of June 7, 2000 Agreement) dated as of November 19, 2013 (the "Lease"), whereby Tenant leased certain real property from Landlord, together with access and utility easements, that is more particularly described in the Lease (the "Leased Premises"), which is located on a portion of Landlord's property that is more particularly described on Exhibit "A" ("Landlord's Property");

WHEREAS, the Lease is referred to herein as the "Agreement";

WHEREAS, the Leased Premises may be used for the purpose of installing, removing, replacing, modifying, maintaining and operating a communications facility, including, without limitation, antenna equipment, cable wiring, backup power sources (including generators and fuel storage tanks), related fixtures and, if applicable to the Leased Premises, an antenna structure;

WHEREAS, Landlord and Tenant desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Additional Non-Exclusive Lease Area. Effective immediately, Landlord shall lease to Tenant a non-exclusive additional twenty and two tenths (20.2) square feet of Landlord's Property adjacent to the existing Leased Premises, as generally depicted on the survey attached hereto as Exhibit "B" (the "Additional Lease Area"). From and after the date of this Amendment, for all purposes under the Agreement, the Leased Premises (which shall include the Additional Lease Area), together with the access and utility easements granted to Tenant, shall be as depicted

on the survey attached hereto as Exhibit "B"

3. One-Time Rent Increase. Immediately upon commencement of construction activities within the Additional Lease Area, the annual rent due under the Agreement at the given time shall increase by an amount equal to One Thousand Eight Hundred and 00/100 Dollars (\$1,800.00). Following such increase, the annual rent shall continue to adjust pursuant to the terms of the Agreement, including the escalation provisions therein.

4. Notice. The parties agree and acknowledge that all notices provided to the parties pursuant to the Agreement shall be sent to the following addresses:

To Tenant:

T-Mobile USA Tower LLC
12920 SE 38th Street
Bellevue, Washington 98006
Attn: Lease Compliance/A1R0006A

With a copy to:

CCTMO LLC
c/o Crown Castle USA Inc.
Attn: Legal – Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

To Landlord:

Law Department
City of Columbia, Missouri
701 E. Broadway
Columbia, Missouri 65201

5. Representations, Warranties and Covenants of Landlord. Landlord represents, warrants and covenants to Tenant as follows:

(a) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Agreement as amended hereby.

(b) Tenant is not currently in default under the Agreement, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Tenant under the Agreement.

(c) This Amendment is subject to formal approval by the City Council of Columbia, Missouri.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

7. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement and all amendments thereto shall remain in full force and effect. Any portion of the Agreement and all amendments thereto that are inconsistent with this Amendment are hereby amended to be consistent.

[Signature pages to follow]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date first written above.

LANDLORD:

CITY OF COLUMBIA, MISSOURI,
a municipal corporation

By: _____ *no*

Name: John Glascock

Title: City Manager

Date: _____

[Tenant's signature page to follow]

Approved as to form:



City Counselor

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

T-MOBILE USA TOWER LLC, a Delaware limited liability company

By: CCTMO LLC, a Delaware limited liability company

Its: Attorney In Fact

By:  _____
Print Name: Lori Lopez
Title: Sr. REA Transaction Manager

EXHIBIT "A"

LEGAL DESCRIPTION OF LANDLORD'S PROPERTY

Land situated in Boone County, Missouri, more particularly described as follows:

Lot One (1) of the plat of Columbia Fire Station No. 5 as recorded in the land records of the County of Boone, State of Missouri in Book 38 at Page 7.

Part of Tax Parcel Identification Number: 17-210-00-17-001-00-01

Common Address: 1400 N. Ballenger Road, Columbia, Missouri 65202

Exhibit B

PROPERTY INFORMATION

PARENT PARCEL

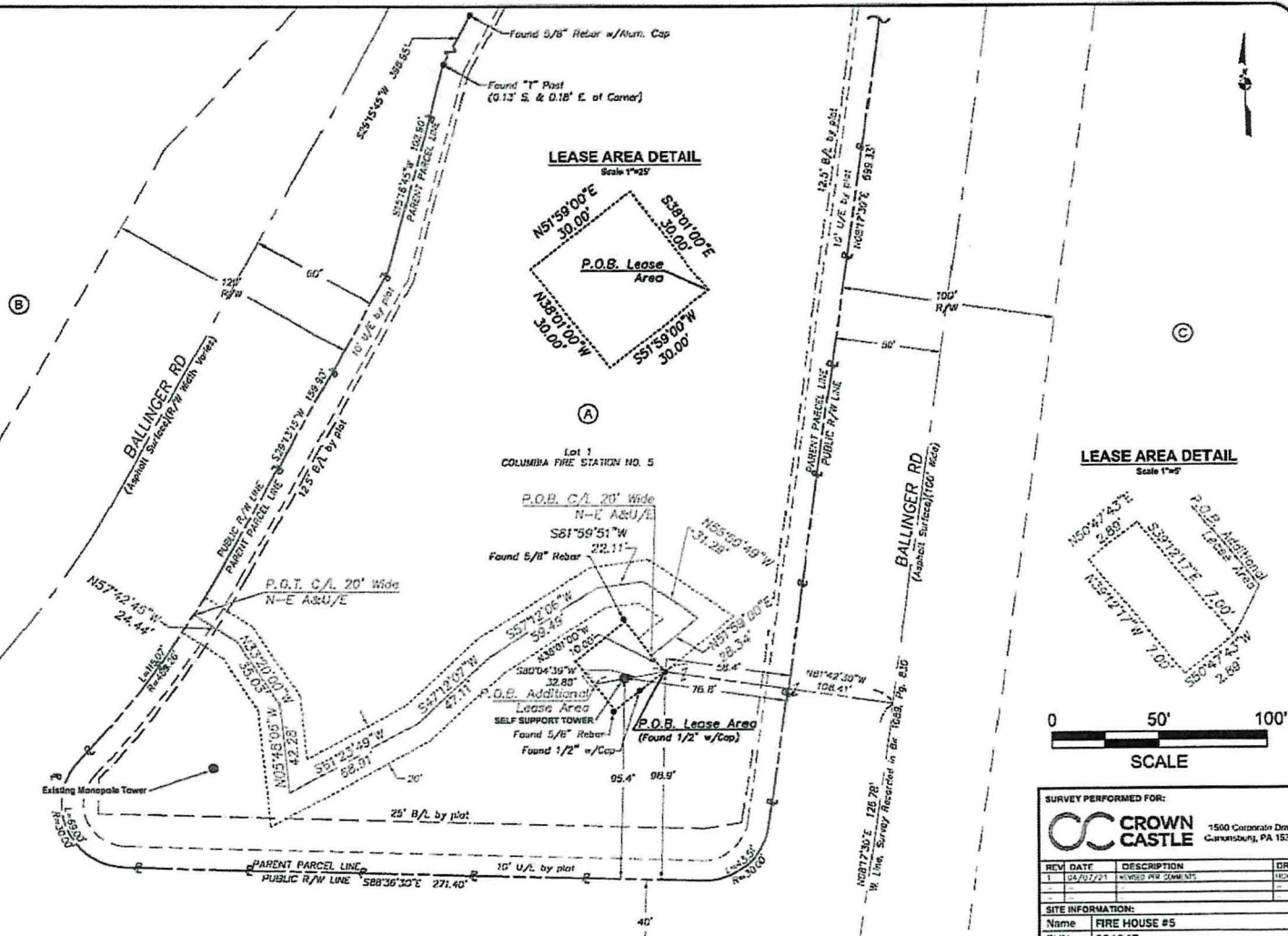
(A) City of Columbia
 APN: 17-210-00-17-001 00 01
 Deed: Book 209, Page 881
 Address:
 P.O. Box 6015
 Columbia, MO 65205

ADJACENT PARCELS

(B) Charly Memorialary Baptist
 APN: 17-210-00-10-002 00 01
(C) Onakara LLC
 APN: 17-210-00-01-017 00 01

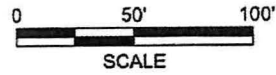
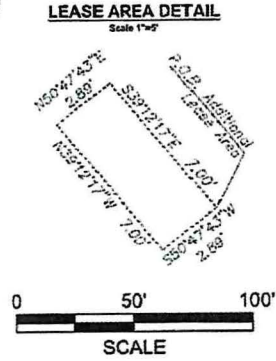
PARENT PARCEL DETAIL

Not to Scale



AREA SUMMARY

AREA	SQ. FT.	ACRES
PARENT PARCEL	145,959	3.35±
LEASE AREA	900	0.02±
ACCESS & UTILITY EASEMENT	7,181	0.16±
ADDITIONAL LEASE AREA	20.2	0.00±



SURVEY PERFORMED FOR:
CROWN CASTLE 1500 Catawba Drive, Cumtoburg, PA 15317

REV	DATE	DESCRIPTION	DRWN
1	10/20/21	REVISED PER STATE MTS	10/21

SITE INFORMATION:

Name: FIRE HOUSE #5
 BUN: 824047
 Address: 1303 BALLINGER RD, COLUMBIA, MO 65202
 County: BOONE COUNTY

SITE LOCATED IN:
 Section 4, Township 46 North, Range 12 West

TOWER SURVEY

SHEET: PROPERTY OVERVIEW

CLARK LN
 (Concrete Surface)(R/W Width Varies)

P.O.C. ALL DESCRIPTIONS:
 Intersection S. Line, SE 1/4, Sec. 4 & W. Line, Survey Recorded in Bk. 1025, Page 830