

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: 1630100000010101

## SECOND AMENDMENT TO PCS TOWER AGREEMENT PARKSIDE DRIVE

THIS SECOND AMENDMENT TO PCS TOWER AGREEMENT PARKSIDE DRIVE ("Second Amendment") is entered into by and between CITY OF COLUMBIA, MISSOURI, a Missouri municipal corporation, having an address at P.O. Box 6015, Columbia, MO 65205-6015 ("City") and SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487-1307 ("Lessee"), on the date of the last signatory noted below (the "Effective Date").

WHEREAS, City and Alamosa Missouri Properties, L.L.C., a Missouri limited liability company entered into that certain PCS Tower Agreement Parkside Drive, dated January 11, 2006, as evidenced by that certain Memorandum of Lease, dated April 21, 2014, and recorded May 15, 2014, as Instrument #2014008221, in Book 4300, Page 98, and assigned to Lessee, f/k/a TowerCo Assets, LLC, a Delaware limited liability company, successor by merger to Tower Entity 18 LLC, a Delaware limited liability company, pursuant to that certain Assignment and Assumption of Lease, dated September 23, 2008, and recorded December 4, 2008, as Instrument #2008026339, in Book 3399, Page 73; both recordings of the Recorder of Deeds of Boone County, Missouri (collectively, "Agreement") for Lessee's use of a portion of the real property ("Leased Premises") located at 1808 Parkside Drive, Columbia, MO 65201 ("Parent Parcel"), being more particularly described in the attached Exhibit "A"; and

WHEREAS, City and Lessee amended the Agreement by that certain Amendment to PCS Tower Agreement Parkside Drive, dated January 22, 2015, and recorded April 29, 2015 as Instrument Number 2015008086, In Book 4432, Page 45, of the Register of Deeds of Boone County, Missouri ("Amendment"), and

WHEREAS, City and Lessee desire and intend to execute this Second Amendment to amend and supplement the Agreement and Amendment 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 Agreement and Amendment thereto:

1. Section 8. TERM, of the Agreement is hereby amended as follows:

In addition to the Renewal Terms and Additional Renewal Terms as referenced in the Agreement and Amendment thereto, the Agreement is hereby amended to include two (2) additional successive terms of five (5) years (each an "Additional Renewal Term"). Each Additional Renewal Term shall be deemed automatically extended, unless Lessee notifies City of its intention not to renew the Agreement at least six (6) months prior to the commencement of the succeeding Additional Renewal Term. The first Additional Renewal Term shall commence on January 11, 2031, upon the expiration of the Additional Renewal Term expiring on January 10, 2031, as provided for in the Amendment to the Agreement.

2. Section 9. RENT, of the Agreement is hereby amended as follows:

On January 11, 2031, and each fifth (5th) anniversary of such date thereafter, City's rent shall increase by twenty percent (20%). All escalations currently provided in the Agreement and Amendment arising prior to January 11, 2031 shall be unaffected by this Section.

3. Section 11. NOTICE, of the Agreement is hereby amended as follows:

If to City:

City Manager  
City of Columbia, Missouri  
P.O. Box 6015  
Columbia, MO 65205-6015

and

City Law Department  
City of Columbia, Missouri  
P.O. Box 6015  
Columbia, MO 65205-6015

If to Lessee:

SBA 2012 TC Assets, LLC  
Attn: Site Administration  
5900 Broken Sound Parkway, NW Boca Raton, FL 33487-2797  
Re: M047086-A/Columbia Quarry - St06rw197

4. Section 12. TERMINATION, of the Agreement is hereby amended by deleting the second paragraph of Section 12 in its entirety and replacing it with the following:

The City may terminate the Agreement and any amendments thereto upon eighteen (18) months written notice to Lessee which notice may not be delivered prior to January 11, 2026, except in the case of default by Lessee.

5. Upon full execution of this Second Amendment, in addition to the rent described in Section 9, Lessee shall pay to City a one-time payment of Fifteen Thousand and No/100 Dollars (\$15,000.00) due within sixty (60) days of signing this Second Amendment.

6. Capitalized terms not defined in this Second Amendment will have the meaning ascribed to such terms in the Agreement.

7. This Second Amendment will be governed by and construed and enforced in accordance with the jurisdiction of the Circuit Court of Boone County, Missouri, or the Western District of Missouri Federal Court system in which the Parent Parcel is located without regard to principles of conflicts of law.

8. Except as specifically set forth in this Second 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 Second Amendment, the terms of this Second 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 and easements and the City's interest under the

Agreement and that consent or approval of no other person is necessary for the City to enter into this Second Amendment.

10. This Second 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 Agreement.

11. Nothing in the Agreement or Second Amendment shall be deemed to be a waiver of neither sovereign immunity nor public official immunity by the City.

12. The Agreement or Second Amendment is 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 within the period allows by applicable law.

13. Lessee shall have the right to record this Second Amendment.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date of the last signatory below.

CITY:

CITY OF COLUMBIA, MISSOURI, a Missouri municipal corporation



By: \_\_\_\_\_

John Glascock, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

Approved as to form:

\_\_\_\_\_  
Nancy Thompson, City Counselor

STATE OF MISSOURI

COUNTY OF BOONE

On this \_\_\_\_ day of \_\_\_\_\_ in 2021, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared John Glascock, as City Manager, of the City of Columbia, Missouri, a Missouri municipal corporation, known to me to be the person who executed the within Second Amendment on behalf of said corporation and acknowledged to me that they 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

WITNESSES:

LESSEE

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company

Ashley Carrillo  
Print  
Name: Ashley Carrillo

By: M. Aljovin  
Martin Aljovin  
Vice President - Asset Optimization

Michelle Ramplona  
Print  
Name: Michelle Ramplona

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 30<sup>th</sup> day of April, 2021, by Martin Aljovin, Vice President - Asset Optimization of SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, who is personally known to me and who did not take an oath.

Joanne Beaulieu  
Notary Public  
My Commission Expires \_\_\_\_\_

(NOTARY SEAL)



Joanne Beaulieu  
Comm. #HH022046  
Expires: July 21, 2024  
Bonded Thru Aaron Notary

## EXHIBIT "A"

Legal description to be incorporated upon receipt of final survey.

SITUATE IN THE COUNTY OF BOONE, AND STATE OF MISSOURI:

### PARCEL NO. 1:

ALL THAT TRACT OF LAND DESCRIBED IN THE SURVEY RECORDED IN BOOK 396, PAGE 9 OF THE BOONE COUNTY RECORDS BEING IN THE WEST HALF OF SECTION 2, ALL IN TOWNSHIP 48 NORTH, RANGE 13 WEST IN BOONE COUNTY, MISSOURI;

EXCEPT THAT PORTION OF SAID TRACT MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE ROAD RIGHT OF WAY RECORDED IN BOOK 237, PAGE 604; THENCE FOLLOWING THE LINES OF SAID ROAD RIGHT OF WAY N. 1°-08' E. 224.1 FEET TO THE 1/4 SECTION LINE; THENCE N. 84°-32' W., ALONG THE 1/4 SECTION LINE, 80 FEET; THENCE S. 1°-08' W. 196.2 FEET TO THE NORTHERLY RIGHT OF WAY OF OLD STATE ROUTE E; THENCE ALONG SAID NORTHERLY RIGHT OF WAY, N. 65°-50' W. 86.9 FEET; THENCE N. 62°-58' W. 100.1 FEET; THENCE N. 65°-50' W. 64 FEET TO THE CENTER OF A BRANCH; THENCE FOLLOWING SAID BRANCH N. 56°-25' E. 119 FEET, N. 70°-43' E. 224.8 FEET TO THE WEST PROPERTY LINE OF N. R. GARRETT; THENCE NORTH 13.4 FEET; THENCE EAST TO A POINT 800 FEET WEST OF THE CENTER OF SECTION 2, TOWNSHIP 48, RANGE 13; THENCE SOUTH TO THE NORTH LINE OF SEXTON ROAD; THENCE NORTHWESTERLY ALONG THE NORTH LINE OF SEXTON ROAD TO THE POINT OF BEGINNING; AND

EXCEPT THAT PORTION OF SAID TRACT SHOWN IN THE SURVEY RECORDED AT BOOK 396, PAGE 9 MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE MISSOURI UTILITIES TRACT IN THE SOUTHEAST PORTION OF SAID SURVEY; THENCE N. 83°-40' E. 43.8 FEET TO THE WEST LINE OF SAID SURVEY; THENCE S. 1°-31' W., ALONG SAID WEST LINE 231.6 FEET; THENCE S. 87°-08' W. ALONG AN OLD FENCE LINE 282.1 FEET TO THE EASTERLY RIGHT OF WAY OF OLD STATE ROUTE E; THENCE FOLLOWING THE EASTERLY AND NORTHERLY RIGHT OF WAY OF OLD STATE ROUTE E TO A POINT WHICH IS DUE WEST OF THE BEGINNING POINT; THENCE EAST TO THE POINT OF BEGINNING; AND

EXCEPT A TRACT OF LAND OF APPROXIMATELY SIXTEEN (16) ACRES IN THE WEST HALF (W 1/2) OF SECTION 2, TOWNSHIP 49, RANGE 13, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 72 FEET NORTH OF THE CENTER OF SAID SECTION 2; THENCE SOUTH 72 FEET TO THE CENTER OF SECTION 2; THENCE SOUTH ALONG THE QUARTER SECTION LINE 794 FEET TO THE NORTHEAST (NE) CORNER OF A SMALL TRACT OF LAND OWNED BY MISSOURI UTILITIES COMPANY; THENCE NORTH 88°-05' WEST 43.8 FEET; THENCE SOUTH 1°-04' WEST 46.3 FEET TO THE SOUTHWEST CORNER OF SAID MISSOURI UTILITIES TRACT; THENCE WEST TO THE EAST LINE OF SEXTON ROAD; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH AND EAST LINE OF SEXTON ROAD TO A POINT WHICH IS DIRECTLY SOUTH OF A POINT 800 FEET WEST OF THE CENTER OF SECTION 2; THENCE NORTH TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 2; THENCE NORTH 72 FEET; THENCE EAST 800 FEET TO THE POINT OF BEGINNING, AND CONTAINING APPROXIMATELY 16 ACRES, ALL AS SHOWN BY THE SURVEY RECORDED AT BOOK 396, PAGE 9 OF THE BOONE COUNTY RECORDS.

### PARCEL NO. 2:

ALL OF THE WEST SIDE OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 48, RANGE 13, BEING THE NORTH HALF OF SURVEY NO. 3260 AS SHOWN BY THE RECORDS OF BOONE COUNTY, MISSOURI.