

**FIRST AMENDMENT TO ANTENNA AGREEMENT
COLUMBIA FIRE DEPARTMENT STATION NO. 5**

THIS FIRST AMENDMENT to Antenna Agreement ("Amendment") is executed this ____ day of _____, 2019 between the City of Columbia, a municipal corporation (hereinafter "City") and USCOC of Greater Missouri, LLC (hereinafter "Lessee").

WHEREAS, City and Lessee are parties to a certain Antenna Agreement dated March 3, 2004 ("Agreement") for Lessee's use of a portion of real estate (hereinafter referred to as "Leased Premises") located at 1400 Ballenger Place, Columbia, Missouri, also known as Fire Station No. 5.

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 March 3, 2004, and, without giving effect to the terms of this Amendment but assuming the exercise by Lessee of all remaining renewal options contained in the Agreement (each an "Existing Renewal Term" and, collectively, the "Existing Renewal Terms"), the Agreement is otherwise scheduled to expire on March 2, 2019. In addition to any Existing Renewal Term(s), the Agreement is hereby amended to provide Lessee with the option to extend the Agreement for each of the 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, all Existing Renewal Terms and 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 (as defined below). References in this Amendment to "Renewal Term" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s).

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 March 3, 2019 the annual rent will be increased to Thirty Thousand Dollars (\$30,000.00) per year. During the term of the Agreement, as extended pursuant to this Amendment, annual rent installments shall be paid by May 23rd of each year and may be paid by electronic funds transfer. The annual rent shall increase by twenty percent (20%) upon the commencement of each Renewal Term.

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:

USCOC of Greater Missouri, LLC
Attention:
Real Estate Lease Administration
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

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, except as set out herein. City shall have the right to elect in writing to direct the defense of any such suits or actions, with notice and consultation to Lessee, in which case Lessee shall pay the reasonable legal expenses of City.

6. Section 15. (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 of March 3, 2004 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 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 shall be deemed to be a waiver of either sovereign 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 within the period allowed by applicable law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized agents on the day and year first above written.

City:
CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, Interim City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this _____ day of _____, 2019, before me appeared John Glascock, to me personally known, who, being duly sworn, did say that he is the Interim City Manager of the City of Columbia, Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of the City and that this instrument was signed and sealed on behalf of the City by authority of its City Council and the Interim City Manager acknowledged this instrument to be the free act and deed of the City.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office Columbia, Boone County, Missouri, the day and year first above written.

Notary Public

My commission expires: _____

Lessee:
USCOC of Greater Missouri, LLC

By: *[Signature]*
Jeffrey W. Baenke
Title: Vice President

ATTEST:

By: _____

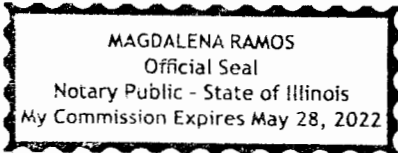
Name: _____

Title: _____

STATE OF Illinois
COUNTY OF Cook)^{SS}

On this February day of 8, 2019, in and for said state, personally appeared, Jeffrey W. Baenke, who being by me duly sworn, acknowledged that he/she is the Vice President of USCOC of Greater Missouri, LLC, a limited liability company in the state of _____, 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 liability company to execute the same.

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



[Signature]
Notary Public

MAY 28 2022

My commission expires: _____