

**AMENDMENT TO PCS ANTENNA CO-LOCATION AGREEMENT**

THIS AMENDMENT TO PCS ANTENNA CO-LOCATION AGREEMENT (“**Amendment**”) dated as of latter of the signature dates below (the “**Effective Date**”) is by and between City of Columbia, Missouri, a Missouri municipal corporation (hereinafter referred to as “**City**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company having a mailing address at 1025 Lenox Park Boulevard NE, 3<sup>rd</sup> Floor, Atlanta, GA 30319 (hereinafter referred to as “**Lessee**”).

**WHEREAS**, City and Lessee entered into a PCS Antenna Co-Location Agreement dated August 2, 2011, (hereinafter, collectively referred to as the “**Agreement**”), whereby City leased to Lessee certain Premises, therein described, that are a portion of the Property located at 1400 Ballenger Place, Columbia, Missouri; and

**WHEREAS**, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

**WHEREAS**, City and Lessee desire to amend the Agreement to extend the term of the Agreement; and

**WHEREAS**, City and Lessee desire to amend the Agreement to modify the notice section thereof; and

**WHEREAS**, City and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

**NOW THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. **Term**. At the expiration of the Agreement on May 4, 2027, the term of the Agreement will automatically be extended, upon the same terms and conditions of the Agreement, for two (2) additional five (5) year terms (each an “**Extension Term**”),

unless either party notifies the other in writing of their intention not to renew the Agreement at least six (6) months prior to the expiration of the then current term.

2. **Rent.** Rent for the first extension term shall be \$31,104.00 per year and rent for the second extension term shall be \$37,325.00 per year.

3. **Notices.** The notice provision set forth in the Agreement is deleted in its entirety, and the following is inserted in lieu thereof:

**NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

**If to City, to:**

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

**If to Lessee, to:**

New Cingular Wireless PCS, LLC  
ATTN: Network Real Estate Administration  
RE: Site No. MO3516; Site Name: I-70/HWY 63( MO )  
Fixed Asset No. 10069761  
1025 Lenox Park Blvd. NE, 3<sup>rd</sup> Floor  
Atlanta, GA 30319

**With a required copy to:**

New Cingular Wireless PCS, LLC  
ATTN: General Counsel - Network  
RE: Site No. MO3516; Site Name: I-70/HWY63( MO )  
Fixed Asset No. 10069761  
208 S. Akard Street  
Dallas, TX 75202

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the

Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials and officers on the day and year written below.

**CITY:**

**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
De'Carlton Seewood, 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 \_\_\_\_\_, 2022, before me appeared De'Carlton Seewood, to me personally known, who, being by me duly sworn, did say that such person is the 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 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 in Columbia, Boone County, Missouri, the day and year last above written.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_.

**LESSEE:  
NEW CINGULAR WIRELESS PCS, LLC**

By: AT&T Mobility Corporation  
Its: Manager

By: Latonia Jantosik

Name: Michael Bridwell LATONIA JANTOSIK  
REAL ESTATE

Title: Area Manager - Const & Eng

Date: 9/28/2022

STATE OF Missouri )  
COUNTY OF St. Louis ) ss

On this 28 day of September 2022, before me appeared Latonia Jantosik to me personally known, who, being by me duly sworn, did say that such person is Area Manager of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, and that the foregoing instrument was signed by authority of the Corporation and acknowledged this instrument to be the free act and deed of the Corporation.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal, at my office in St. Louis, Missouri, the day and year last above written.

A. CARSON  
Notary Public

My commission expires: 10-13-23.

