

Prepared by: Denise Scherer
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: 16-514-00-00-003-00-01

MEMORANDUM AND AMENDMENT TO PCS ANTENNA AGREEMENT

THIS MEMORANDUM AND AMENDMENT TO PCS ANTENNA AGREEMENT (“Memorandum and 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**, having an address at P.O. Box 6015-701 E. Broadway, Columbia, MO 65205 (“City”) and **SBA Structures, LLC, a Delaware limited liability company**, having a principal office located at 8051 Congress Avenue, Boca Raton, FL 33487-1307 (“Lessee”).

WHEREAS, City and Lessee entered into that certain PCS Antenna Agreement, dated January 7, 2014 (hereinafter referred to as “Agreement”) for Lessee’s use of a portion of the real property (“Leased Premises”) located at 3112 Chapel Hill Road, Columbia, MO 65201 (hereinafter referred to as “Parent Parcel”), being more particularly described in the attached **Exhibit “A”**; and

WHEREAS, the Leased Premises leased by Lessee under the terms of the Agreement, along with any corresponding easements granted, lies within the described Parent Parcel on **Exhibit “A”** attached hereto. The original term of the Agreement is five (5) years commencing on March 21, 2020 and ending on March 20, 2025 with one (1) renewal term of five (5) years. The terms of the Agreement shall run with the land described in **Exhibit “A”**.

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WHEREAS, City and Lessee desire and intend 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, agree and bind themselves to the following modifications to the Agreement:

1. **Section 8. Term**, of the Agreement is hereby amended to include the following:

In addition to the terms as referenced in the Agreement, the Agreement is hereby amended to include four (4) additional successive terms of five (5) years (each a hereinafter referred to as "Renewal Term"). Each Renewal term shall be deemed automatically extended, unless either party notifies the other of its intention not to renew the Agreement at least six (6) months prior to the commencement of the succeeding Renewal Term. The first Renewal Term shall commence on March 21, 2025, upon the expiration of the Term expiring on March 20, 2025.

2. **Section 9. Rent**.

The annual rent for the next renewal term beginning March 21, 2025 shall be Thirty-One Thousand One Hundred Four Dollars (\$31,104.00) and the annual rent shall increase by twenty percent (20%) upon the commencement of each renewal term thereafter.

3. **Section 18. Notice**, of the Agreement is hereby amended as follows:

If to City: City of Columbia, MO
Attn: Law Department
P.O. Box 6015-701 E. Broadway
Columbia, MO 65205

If to Lessee: SBA Structures, LLC
Attn: Site Administration
8051 Congress Avenue
Boca Raton, FL 33487-1307
Re: MO20806-A/Country Wood

4. Upon full execution of this Memorandum and Amendment, Lessee shall pay to City a one-time payment of Ten Thousand and No/100 Dollars (\$10,000.00), which sum is separate and apart from the required rent payments.

5. Capitalized terms not defined in this Memorandum and Amendment will have the meaning ascribed to such terms in the Agreement.

6. This Memorandum and Amendment will be governed by and construed and enforced in accordance with the laws of the state in which the Parent Parcel is located without regard to principles of conflicts of law, and venue shall be in Boone County, Missouri or the Western District Federal Court.
7. Except as specifically set forth in this Memorandum and 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 Memorandum and Amendment, the terms of this Memorandum and Amendment shall take precedence.
8. City represents and warrants to Lessee that City is the sole owner in fee simple title to the Leased Premises and easements and City's interest under the Agreement and that consent or approval of no other person is necessary for City to enter into this Memorandum and Amendment.
9. This Memorandum and 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 and Memorandum and Amendment.
10. Lessee shall have the right to record this Memorandum and Amendment, at Lessee's, expense and shall promptly release same upon termination of the Lease at Lessee's expense.
11. This Memorandum and Amendment is contingent upon approval by the City Council of the City of Columbia, Missouri.

[The remainder of this page is intentionally left blank. Signatures to follow.]

Handwritten signature or initials in the bottom right corner of the 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 of Columbia, Missouri, a municipal corporation

By: _____
De'Carlon Seewood, City Manager

ATTEST:

Date: _____

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

STATE OF MISSOURI)
) ss
COUNTY OF BOONE)

On this ____ day of _____, 20____, before me appeared De'Carlon 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: _____.

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WITNESSES:

Ashley Carrillo

Print Name: Ashley Carrillo

Murienne Francois

Print Name: MURIELLE FRANCOIS

LESSEE:

SBA Structures, LLC, a Delaware limited liability company

By: [Signature]

Martin Aljovin
Vice President – Asset Optimization

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of July, 2022, by Martin Aljovin, Vice President – Asset Optimization of SBA Structures, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me and did not take an oath.

[Signature]

Notary Public

My Commission Expires _____

(NOTARY SEAL)

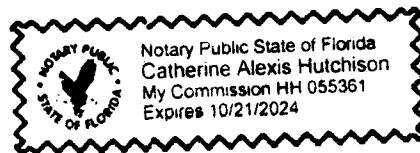


EXHIBIT "A"

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

BEGINNING AT THE NORTHEAST CORNER OF THE FIVE-ACRE TRACT OF LAND DESCRIBED BY SURVEY RECORDED IN BOOK 374, PAGE 860, BEING POINT (1) OF SAID SURVEY, LOCATED IN THE MIDDLE OF A PUBLIC ROAD KNOWN AS WEST BOULEVARD SOUTH; FROM THE POINT OF BEGINNING ALONG THE EASTERN BOUNDARY OF SAID 5-ACRE TRACT, SOUTH 2°-28' EAST, 17.0 FEET TO AN EXISTING IRON; THENCE SOUTH 2°-28' EAST 233.0 FEET TO AN EXISTING IRON; THENCE SOUTH 49°-28' EAST, 120.0 FEET; THENCE NORTH 41°-34' EAST, 61.01 FEET; THENCE ALONG A 28°-13'-34" CURVE TO THE LEFT A DISTANCE OF 147.26 FEET; THENCE NORTH 225.56 FEET TO THE CENTER OF WEST BOULEVARD SOUTH; THENCE SOUTH 71°-56' WEST 39.3 FEET; THENCE SOUTH 67°-07' WEST, 169.65 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED TRACT OF LAND IS LOCATED IN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 21, TOWNSHIP 48 NORTH, RANGE 13 WEST, BOONE COUNTY, MISSOURI.

TAX ID NO: 16-514-00-00-003-00-01