

SECOND AMENDMENT TO PCS ANTENNA AGREEMENT

THIS SECOND AMENDMENT TO PCS ANTENNA AGREEMENT ("Second Amendment") is to be effective the date of the last signature below, by and between **CITY OF COLUMBIA, MISSOURI**, a municipal corporation (hereinafter referred to as "**Landlord**"), with a mailing address of 701 E. Broadway, P.O. Box 6015, Columbia, MO 65205, and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, by and through its Attorney In Fact, **CCTMO LLC**, a Delaware limited liability company (hereinafter referred to as "**Tenant**") with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317.

WHEREAS, Landlord and Tenant are parties to that certain PCS Antenna Agreement (Amending and Restating Certain Terms of June 7, 2000 Agreement) dated as of November 19, 2013, a memorandum of which was recorded in Book 1689, Page 922 in the official records of Boone County, Missouri (the "**Official Records**"), as amended by that certain undated First Amendment to PCS Antenna Agreement (as amended and/or assigned from time to time, collectively, the "**Agreement**") whereby Tenant leases certain real property, together with access and utility easements, located in Boone County, Missouri from Landlord (the "**Leased Premises**"), all located within certain real property owned by Landlord ("**Landlord's Property**");

WHEREAS, Landlord is the current landlord under the Agreement;

WHEREAS, Tenant is the current tenant under the Agreement;

WHEREAS, Landlord and Tenant now desire to amend certain terms of the Agreement and provide for other modifications as more particularly set forth herein.

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

1. **Recitals; Defined Terms.** The parties acknowledge the accuracy of the foregoing recitals which are incorporated herein by reference. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. **Term.** Commencing on June 7, 2030, the Agreement shall automatically renew for three (3) additional five (5) year term terms unless this Agreement is allowed to end by either party giving the other notice of its intent to allow this Agreement to end, which notice shall be provided at least twelve (12) months prior to the expiration of the then current five (5) year term. Landlord and Tenant acknowledge that if all renewal terms are exercised, the last renewal term shall expire on June 6, 2045.

3. **Annual Rent Increases.** The parties acknowledge and agree that the annual twenty percent (20%) rent increase set forth in Section 9 of the Agreement remains in full force and effect.

4. **Leased Premises.** The parties acknowledge and agree that the square footage of the Leased Premises is approximately 920.2 square feet.

5. **Insurance.** The references to “\$1,000,000” in the first sentence of Section 16 of the Agreement are hereby replaced with “\$2,000,000”, and the reference to “\$2,000,000” in the first sentence of Section 16 of the Agreement is hereby replaced with “\$3,000,000”.

6. **Signing Bonus.** Tenant will pay to Landlord a one-time amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for the full execution of this Second Amendment (and any applicable memorandum of lease and/or amendment) within sixty (60) days of the full execution of this Second Amendment (“**Conditional Lease Amendment Signing Bonus**”). In the event that this Second Amendment (and any applicable memorandum of lease and/or amendment) is not fully executed by both Landlord and Tenant for any reason, Tenant shall have no obligation to pay the Conditional Lease Amendment Signing Bonus to Landlord.

7. **Government Approvals.** If requested by Tenant and if in compliance with all ordinances, rules and regulations of the City of Columbia, Missouri, Landlord will execute, at Tenant’s sole cost and expense, all documents required by any governmental authority in connection with any development of or construction on the Leased Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant to utilize the Leased Premises for the purpose of constructing, maintaining and operating communications facilities and uses incidental thereto. Landlord agrees to reasonably cooperate with Tenant in connection with Tenant’s pursuant of any approvals deemed necessary by Tenant in order to continue to operate the Leased Premises for the uses permitted by the Agreement.

8. **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 Second 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. Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the Agreement as amended hereby, and ensure Tenant’s continuous and uninterrupted use, possession and quiet enjoyment of the Leased Premises under the Agreement as amended hereby.

d. Landlord acknowledges that the Leased Premises, as defined, shall include any portion of Landlord’s Property on which Tenant communications facilities or other Tenant improvements exist on the date of this Second Amendment.

7. **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Second Amendment and at such other times as may be reasonably requested by Tenant. In the event the Landlord’s Property is transferred, the succeeding Landlord shall have

a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

8. **Counterparts.** This Second Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

9. **Remainder of Lease Unaffected.** In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this Second Amendment is hereby amended to be consistent.

10. **Recordation.** Tenant, at its cost and expense, shall have the right to record a memorandum of this Second Amendment in the Official Records at any time following the execution of this Second Amendment by all parties hereto. In addition, Tenant shall have the right in its discretion, to record a notice of lease, affidavit or other form to be determined by Tenant without Landlord's signature in form and content substantially similar to the memorandum, to provide record notice of the terms of this Second Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to PCS Antenna Agreement to be duly executed effective on the day and year last written below.

LANDLORD:

CITY OF COLUMBIA, MISSOURI, a
municipal corporation

By: _____
Name: De'Carlon Seewood
Title: City Manager

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____ in the year 2025 before me, _____,
a Notary Public in and for said state, personally appeared _____, the
_____, of **CITY OF COLUMBIA, MISSOURI**, a municipal corporation,
known to me to be the person who executed the within instrument in behalf of said corporation and
acknowledged to me that he or she executed the same for the purposes therein stated.

(Official Signature and Official
Seal of Notary)

TENANT:

T-Mobile USA Tower LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company,
Its: Attorney in Fact

By: 
Name: Matthew Norwood
Title: Dir Nat'l RE Ops

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Harris)

On this 15 day of October in the year 2025 before me, Ashley Payne,
a Notary Public in and for said state, personally appeared Matthew Norwood, the
Dir Nat'l RE Ops, of CCTMO LLC, a Delaware limited liability company, as attorney in
fact for T-Mobile USA Tower LLC, a Delaware limited liability company, known to me to be the person
who executed the within instrument in behalf of said limited liability company and acknowledged to me
that he or she executed the same for the purposes therein stated.


(Official Signature and Official
Seal of Notary)

