

**SECOND AMENDMENT TO PCS ANTENNA CO-LOCATION AGREEMENT COLUMBIA FIRE
DEPARTMENT STATION NO. 6**

This Second Amendment to PCS Antenna Co-Location Agreement Columbia Fire Department Station No. 6 (the "**Second Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between the City of Columbia, Missouri, a Missouri municipal corporation ("**Lessor**"), previously referred to as "City", and T-Mobile Central LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain PCS Antenna Co-Location Agreement Columbia Fire Department Station No. 6 dated May 16, 2000, including that certain Amendment to PCS Antenna Co-Location Agreement Columbia Fire Department Station No. 6 dated May 5, 2015 (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 3112 Chapel Hill Drive, Columbia, MO 65203 (the "**Property**").

For good and valuable consideration, Lessor and Lessee agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms, each included as a Renewal Term. Notwithstanding anything to the contrary in the Agreement and effective as of the Effective Date of the Second Amendment, Lessee may elect not to renew by providing Lessor at least six (6) months' notice prior to the expiration of the then current Renewal Term. Lessor may elect not to renew by providing Lessee at least twelve (12) months' notice prior to the expiration of the then current Renewal Term.
2. At the commencement of the first Renewal Term provided for in this Second Amendment, Lessee shall pay Lessor Thirty Thousand Fifty and 00/100 Dollars (\$30,050.00) per year as Rent, partial calendar year to be prorated in advance. Beginning on May 16, 2035, Rent will escalate by 20% and on the first day of each Renewal Term thereafter. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of duplicate Rent by Lessee.
3. Upon the Effective Date of the Second Amendment, in addition to any rights set forth in the Agreement Lessee and its employees, representatives and agents will have access to the Premises, at no additional charge, within two (2) hours of contacting Lessor at 573-874-7391 unless Lessee's requested access would interfere with fire department operations.
4. Notwithstanding anything to the contrary in the Agreement and as of the Effective Date of the Second Amendment, Lessee may terminate the Agreement upon thirty (30) days' prior written notice to Lessor if due to technological, regulatory, or economic reasons.
5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are

effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ MO08242D

If to Lessor:

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

6. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
7. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the Agreement, the terms and provisions of this Second Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.
8. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
9. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. Lessor represents and warrants to Lessee that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Second Amendment. If Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment.
10. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

{signatures appear on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment by their duly authorized representatives as of the date of the last signatory to this Second Amendment.

Lessor:

CITY OF COLUMBIA, MISSOURI, a Missouri

municipal corporation

By: _____
De'Carlton Seewood, City Manager

Date: _____

Attest:

By: _____
Sheela Amin, City Clerk

Approved as to form:

By: _____
Nancy Thompson, City Counselor/svm

Lessee:

**T-Mobile Central LLC, a
Delaware limited liability company**

By: ^{DocuSigned by:} *Elisabeth Boyer* _____
935ED204DFAB4B0...

Printed Name: Elisabeth Boyer _____

Title: Sr. Manager, Procurement _____

Date: 8/5/2025 _____

