

AMENDMENT NO. 3 TO SITE LEASE AGREEMENT

This Amendment No. 3 to SITE LEASE AGREEMENT (this “**Amendment**”), effective as of the date last signed below (“**Effective Date**”), amends a certain SITE LEASE AGREEMENT between Sprint Spectrum Realty Company, L.P., a limited partnership organized and existing under the laws of Delaware, successor in interest to Sprint Spectrum, L.P., a limited partnership organized and existing under the laws of Delaware, (“**SSLP**”) and BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, a Minnesota municipal corporation (“**Lessor**”), dated September 19, 1996, as supplemented to by that certain Lease Supplement No. 1 dated September 30, 1996, as amended by that certain AMENDMENT NO. 1 TO LEASE AGREEMENT dated March 10, 1998 and that certain AMENDMENT NO. 2 TO LEASE AGREEMENT dated March 1, 2013 (collectively, the “**Agreement**”).

WHEREAS, Lessor and SSLP desire to amend certain terms in the Agreement to allow for a delay in the required installation of white hybrid fiber cables.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and SSLP agree as follows:

1. SSLP is required to use white hybrid fiber cables to match the water tower upon which the equipment is being attached. SSLP is not able to obtain such white hybrid fiber cable for approximately eighteen (18) to twenty-four (24) months from the date of this Amendment. Lessor hereby agrees to allow SSLP to use black hybrid fiber cables until the earlier of: a) such time as the white hybrid fiber cables are available for installation or b) twenty-four (24) months from the date of this Amendment. If the white hybrid fiber cable is not installed (and all black hybrid fiber cable removed) by the date required hereunder, SSLP shall be considered in default under the Agreement and Lessor may terminate the lease as provided for in Section 12 of the Agreement.
2. 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.
3. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.
4. This Amendment may be executed in any number of counterparts and such counterparts shall be deemed to be originals, and all such counterparts, taken together, shall constitute but one and the same instrument.
5. The parties hereby warrant that they have the full power, authority and legal right to enter into this Amendment, and the execution and delivery have been authorized by all necessary action on the part of the parties.

*****SIGNATURES ON FOLLOWING PAGE*****

The parties have executed this Amendment No. 3 to Site Lease Agreement as of the Effective Date.

For Lessor:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

By _____
Stephen P. Schneider, General Manager
Saint Paul Regional Water Services

By _____
Matt Anfang, President

Date: _____

Date: _____

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

Date: _____

Date: _____

CITY OF SAINT PAUL

By _____
Paul Williams, Deputy Mayor

Date: _____

By _____
Shari Moore, City Clerk

Date: _____

By _____
Todd Hurley, Director
Office of Financial Services

Date: _____

For SSLP:

**SPRINT SPECTRUM REALTY COMPANY, L.P.,
successor in interest to Sprint Spectrum, L.P., a
limited partnership organized and existing under the
laws of Delaware**

By: _____
Dan Davis, Area Site Development Manager

Date: _____

ACKNOWLEDGEMENTS

CITY OF SAINT PAUL

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On _____, 2013, before me, _____, Notary Public, personally appeared Paul Williams, Deputy Mayor, on behalf of the Mayor of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On _____, 2013, before me, _____, Notary Public, personally appeared Shari Moore, City Clerk, City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

On _____, 2013, before me, _____, Notary Public, personally appeared Todd Hurley, Director, Office of Financial Services of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

Witness my hand and official seal.

Notary Public

