

AMENDMENT NO. 1 TO SITE LEASE AGREEMENT

between

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

and

T-MOBILE CENTRAL LLC

This **AMENDMENT NO. 1 TO SITE LEASE AGREEMENT** (“Amendment”) is made by and between the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation (“Lessor”) and, T-Mobile Central LLC, a Delaware limited liability company (“Lessee”).

WHEREAS, Lessor and Lessee are parties to a Site Lease Agreement dated the 15th day of November, 2016 (“Agreement”) whereby Lessor has leased ground space and water tower space to Lessee at Lessor’s McKnight Road Standpipe located at 393 North McKnight Road, Saint Paul, Minnesota 55119-5307; and

WHEREAS, Lessor and Lessee are parties to that certain consent dated August 23, 2018, which provided permission for work generally consisting of replacement of three (3) antennas including related radio equipment, as well as related equipment work within the ground lease area (“Consent 1”); and

WHEREAS, Lessor and Lessee are parties to that certain consent dated November 10, 2020, which provided permission for work generally consisting of removal of twelve (12) antennas and their related radio equipment, replaced by six (6) antennas and their related radio equipment (“Consent 2”); and

WHEREAS, Lessor and Lessee desire to amend the Agreement to allow for additional ground space for the installation of an onsite generator as part of Lessee’s Network Hardening 2021 Project; now

NOW, THEREFORE, in consideration of the facts contained in the Recitals above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. EFFECTIVE DATE

The effective date of this Amendment will be the date last signed below.

2. REVISED INSTALLATION

Lessee shall have the right to modify its ground space facilities as described and depicted on Exhibit A-2 (Construction Drawings Rev 0 dated April 7, 2022), attached hereto, and incorporated herein.

3. LEASED PREMISES

Section 1.(1) of the Agreement is hereby amended as shown below. New language is indicated by underline and deleted language is indicated by strikethrough.

- (1) ground space comprised of approximately 160280 square feet, subject to any and all existing easements;

4. RATIFICATION OF AMENDMENT

a. Except as specifically modified by this Amendment, the parties agree that all of the terms and conditions of the Agreement are in full force and effect and remain unmodified, unless modified by Consent 1 and Consent 2, and the parties hereby ratify and reaffirm the terms and conditions of the Agreement and agree to perform and comply with the same.

b. In the event of a conflict between any term or provision of the Agreement and this Amendment, the terms and conditions of this Amendment will control.

c. Except as otherwise stated in this Amendment, all initially capitalized terms will have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and will not be used in the construction or interpretation of this Amendment.

d. The parties may sign this Amendment in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

e. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. The parties further agree that any document (including this Amendment and any attachments or exhibits to this Amendment) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Amendment.

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IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year last written below.

For Lessor:

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

Approved:

FIN # 41-6005521

By _____
Patrick Shea, General Manager
Saint Paul Regional Water Services

By _____
Mara Humphrey, President

Date _____

Date _____

Approved as to form:

By _____
Assistant City Attorney

By _____
Mollie Gagnelius, Secretary

Date _____

CITY OF SAINT PAUL

By _____
Jaime Tincher, Deputy Mayor

Date _____

By _____
Shari Moore, City Clerk

Date _____

By _____
John McCarthy, Director
Office of Financial Service

Date _____

For Lessee:

T-Mobile Central LLC, a Delaware limited liability company

By _____

Print Name: Hossein Sepehr

Its: Area Director, Network Operations and Eng.

Date _____

Exhibit A-2