

LEASE SUPPLEMENT

This Lease Supplement ("**Supplement**"), is made this ____ day of _____, 20__ between **The City of Deadwood, South Dakota**, whose principal place of business is 108 Sherman Street, Deadwood, South Dakota 57732 ("**Lessor**"), and **CommNet Cellular Inc. d/b/a Verizon Wireless**, whose principal place of business is One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("**Lessee**").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between The City of Deadwood, South Dakota and CommNet Cellular Inc., dated January 28, 2019 (the "**Agreement**"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.

2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within a portion of Lessor's Property having an address of 62 ½ Dunlap Avenue, Deadwood, Lawrence County, South Dakota, in and lying east of Sampson Street, including, without limitation, approximately 600 square feet of Equipment Space on the Property for Lessee's pole, communications equipment and facilities. The Equipment Space and Cabling Space (including space under and within the Lessor's existing building therein) are as shown on **Exhibit 1**, attached hereto and made a part hereof.

3. **Term.** The Commencement Date and the Term of this Supplement shall be as set forth in the Agreement.

4. **Electrical Service.**

a. In consideration for the electrical service provided by Lessor, for each year during the Term Lessee shall pay Lessor a flat rate of \$1,678.00 per year for its power consumption (the "**Power Charge**"). The annual Power Charge shall be paid in annual installments, in advance, on or before the Commencement Date of this Supplement (as determined pursuant to **Paragraph 3** of the Agreement), and on each anniversary of the Commencement Date thereafter during the Term. The Power Charge shall be paid to Lessor at 108 Sherman Street, Deadwood, South Dakota 57732, or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least 30 days in advance of any payment date by written notice to Lessee given in accordance with **Paragraph 17** of the Agreement. Lessor and Lessee acknowledge and agree that the initial annual payment of the Power Charge shall not be delivered by Lessee until 90 days after the written acknowledgement confirming the Commencement Date. In the event this Supplement is terminated prior to the expiration of the Term of this Supplement, Lessor shall refund a portion of the Power Charge to Lessee based on the number of months from the date of termination to the next annual anniversary of the Commencement Date.

b. Lessor shall have the right, no more frequently than once every 24 months, to request that Lessee provide information sufficient to demonstrate, to Lessor's reasonable satisfaction, the actual cost for the electrical service utilized by Lessee. In the event the Parties mutually agree that the actual cost of the electrical service utilized by Lessee is less than 90% of the then current Power Charge, or exceeds the then current Power Charge, the Parties shall negotiate, in good faith, an adjustment to the Power Charge and shall amend this Supplement to reflect the same. In the event Lessee proposes equipment modifications which would decrease or increase its annual electrical service usage, the Parties shall recalculate the annual Power Charge and amend this Supplement.

5. **Site Specific Terms.** Lessee shall have a non-exclusive access easement for purposes of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Equipment Space and Cabling Space for the purpose of installation, operation and maintenance of Lessee's communications equipment over or along the access and utility easements (collectively, the "Easements"), which shall be depicted on **Exhibit 2**. The non-exclusive access easement shall be an easement of varying width, up to fifteen feet (15') on each side of the access route as labeled on **Exhibit 2**. Lessee shall further have non-exclusive utility easements for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services, as deemed necessary or appropriate by Lessee for the operation of its communications equipment. The non-exclusive utility easements shall be seven and one-half feet (7.5') on each side of the utility routes as labeled on **Exhibit 2**. In the event it is necessary, Lessor agrees to grant Lessee or the service provider the right to install such services on, through, over and/or under other portions of the Property, provided the location of such services shall be reasonably approved by Lessor.

[Signature Page Follows]

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

LESSOR:

The City of Deadwood, South Dakota

WITNESS

By: _____

Name: _____

Title: _____

Date: _____

LESSEE

CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 1

Parent Parcel Description and Site Plan of the Premises

Parent Parcel Description:

PARCEL 1:

DEADWOOD AMUSEMENT PARK TRACT, FORMERLY LOTS X1 & X2 IN M.S. 308, LOTS X1 & X2 IN M.S. 335, LOT X1 IN M.S. 242, LARIVE LOT IN M.S. 335 AND PORTIONS OF M.S. 308, 335, 242 & 569, ACCORDING TO PLAT DOCUMENT NO. 2013-2127.

TAX ID NO: 30900-00335-000-01

PARCEL 2:

DEADWOOD CITY SHOP TRACT A, FORMERLY LOTS 2 & 3 OF E.L. KEENER LOTS IN M.S. 335 LOTS 1 & 2, BLOCK 3 OF MIRICK ADDITION IN M.S. 735 AND PORTIONS OF LOTS 3, 4 & 5 OF RAILROAD AVENUE BLOCK IN MS. 735 ACCORDING TO PLAT DOCUMENT NO. 2013-2127.

TAX ID NO: 30900-000335-000-02

Site Plan of the Premises: See Attached

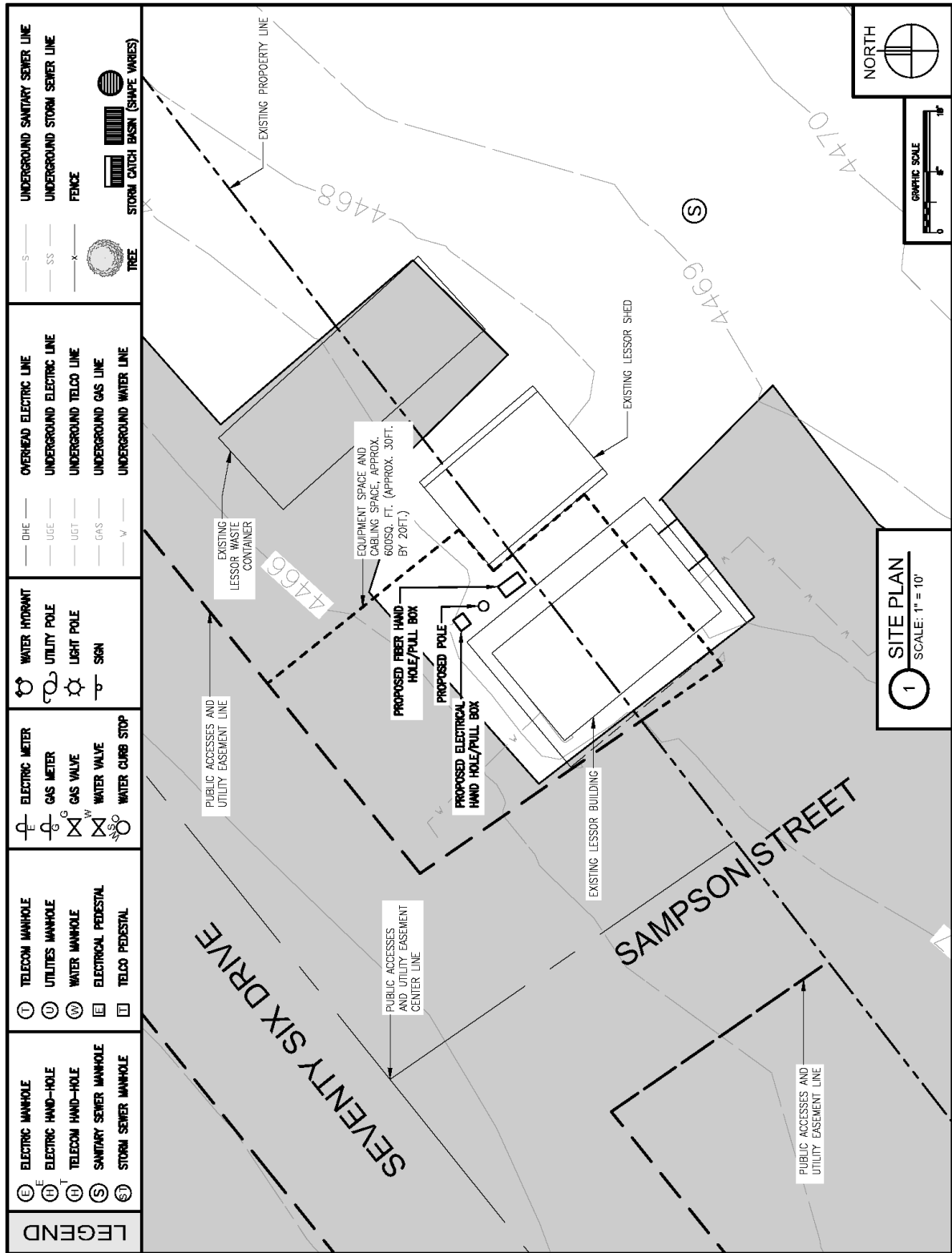


Exhibit 1
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EXHIBIT 2

Easements

(See Attached)

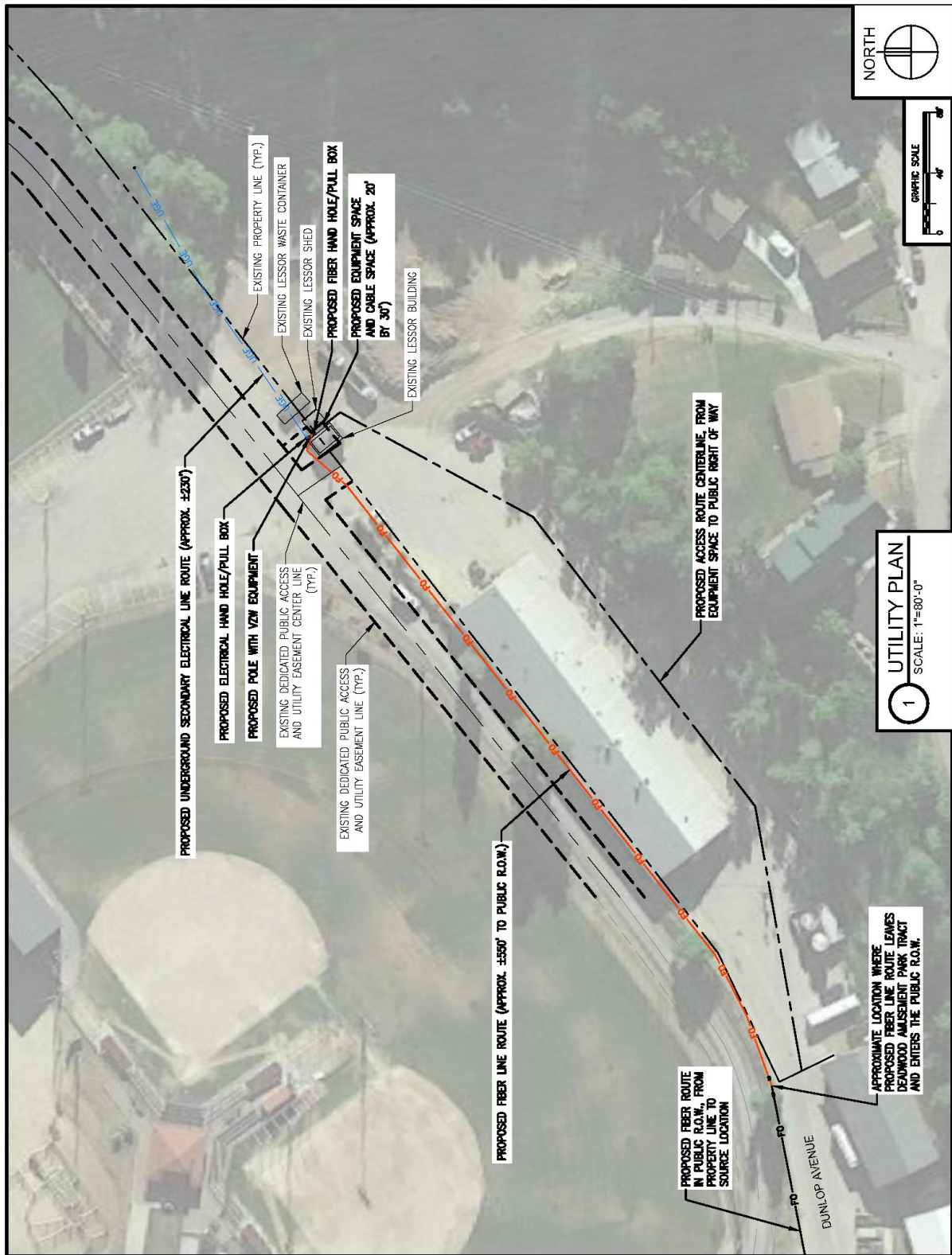


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EXHIBIT 3

Landowner's Consent

(Not Applicable)