

LEASE SUPPLEMENT

This Lease Supplement ("**Supplement**") is made this ____ day of _____, 2023 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 Lessor's building located in Outlaw Square (the "**Building**"), on Lessor's Property at 703 Main Street, Deadwood, South Dakota 57732, including, without limitation, the wall-mounted Equipment Space in the interior of the Building, the wall-mounted Antenna Space on the exterior of the Building, and the Cabling Space therein and thereon, all 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 **Paragraph 3** of 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 \$4,200.00 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.** Not Applicable.

[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



By: [Signature]
Name: DAVID R RUTH JR
Title: MAYOR
Date: 2-6-23

LESSEE

CommNet Cellular Inc. d/b/a Verizon Wireless

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 1
Site Plan of Premises

(See Attached)

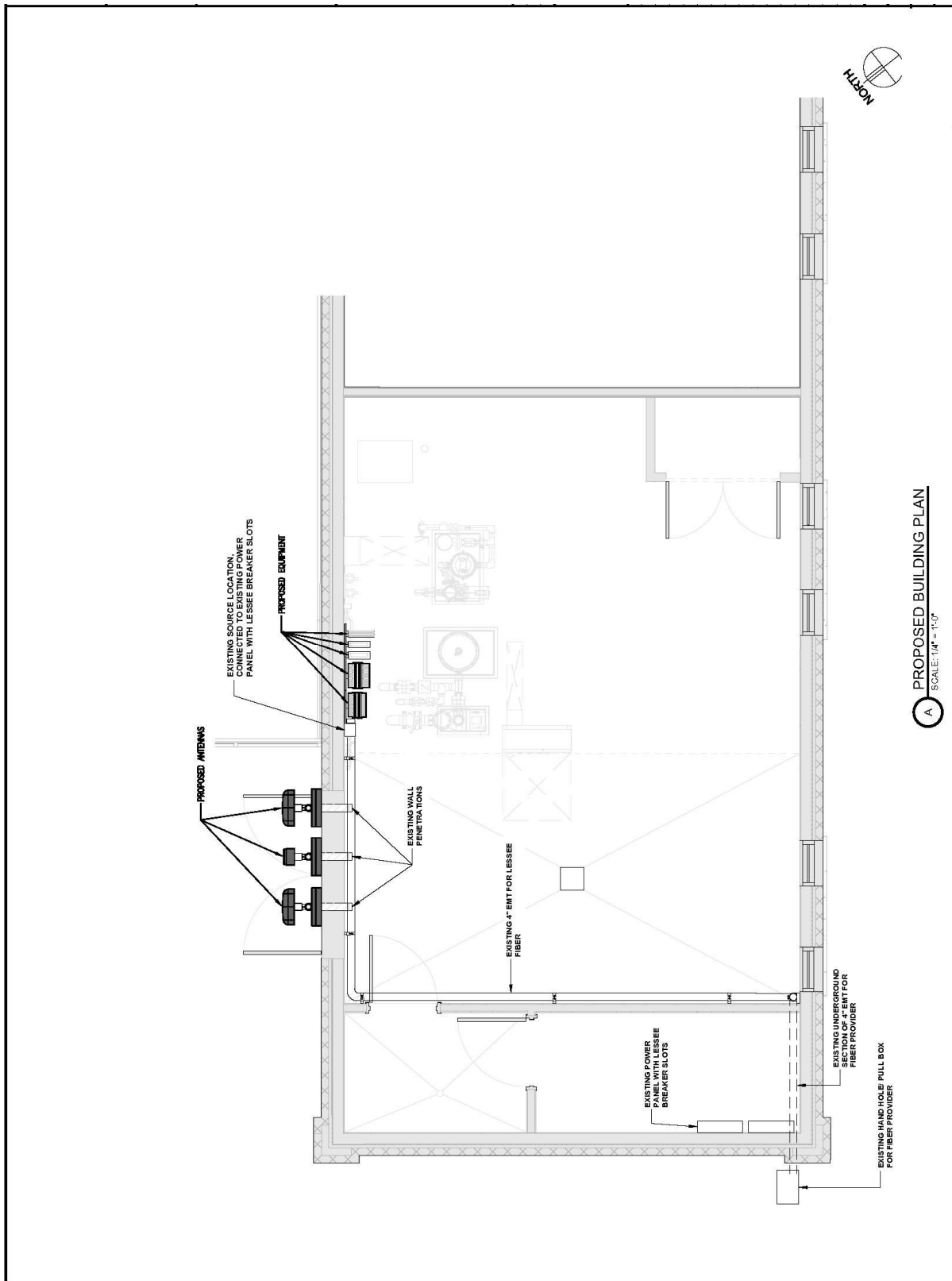


Exhibit 1
Page 2 of 3

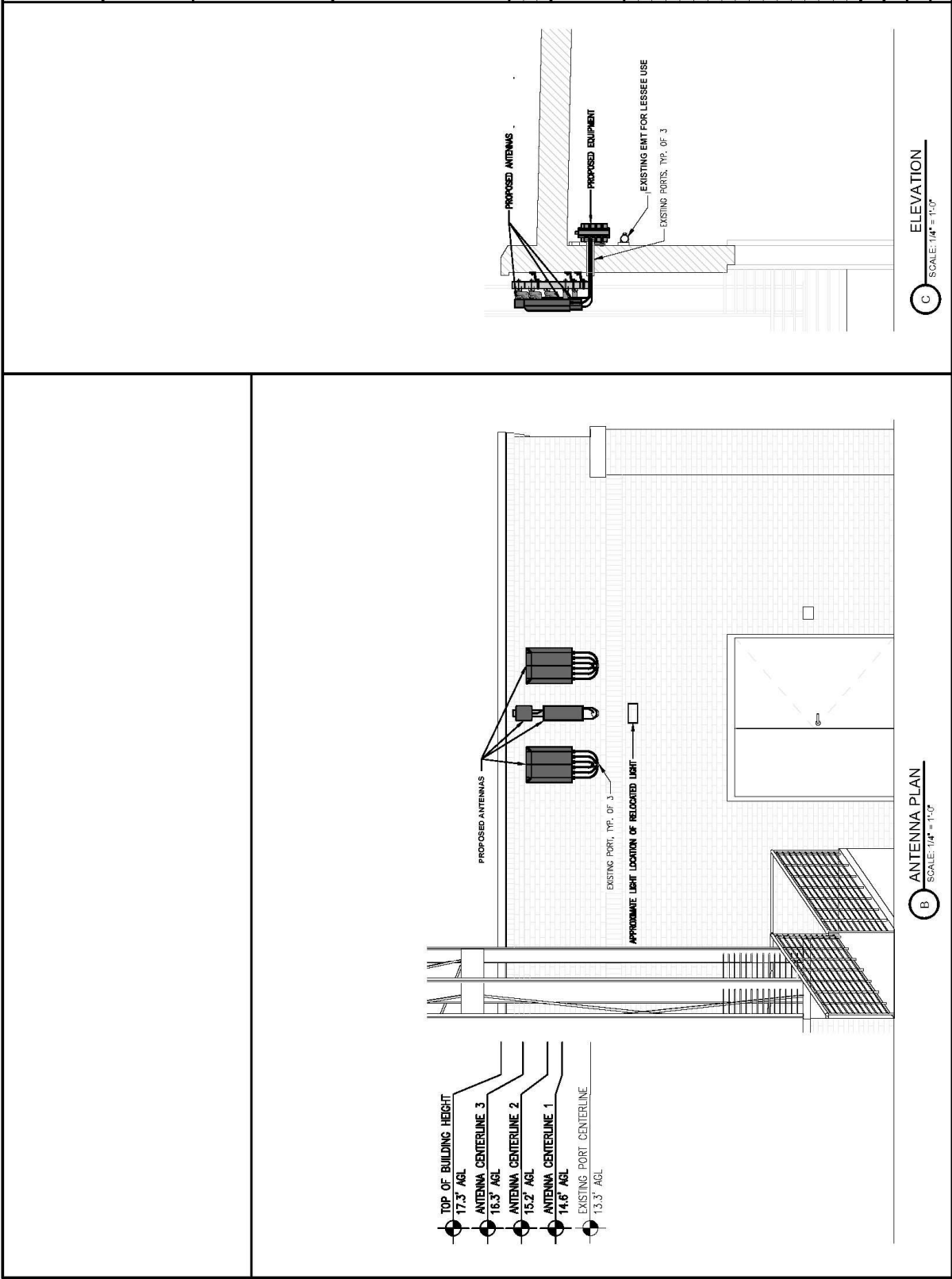


Exhibit 1
Page 3 of 3

EXHIBIT 2

Easement

Not Applicable

EXHIBIT 3

Landowner's Consent

Not Applicable