

Site Name: MN03 Hale Lake (6th AVENUE GRAND RAPIDS WATER TOWER)
MPG#: 5000257819

**FIRST AMENDMENT TO
LEASE FOR COMMUNICATIONS FACILITY AND
LIMITED USE OF WATER TOWER
(NORTH TOWER – VERIZON)**

THIS FIRST AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER (“First Amendment”), dated as of the latter of the signature dates below (the “Effective Date”), is by and between:

Grand Rapids Public Utilities Commission, and 500 Southeast 4th Street Grand Rapids, MN 55744 (hereinafter referred to as “City”)	Rural Cellular Corporation d/b/a Verizon Wireless 180 Washington Valley Road Attn: Network Real Estate Bedminster, New Jersey 07921 (hereinafter referred to as “Lessee”).
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WHEREAS, City (or its respective predecessor-in-interest) and Lessee (or its respective predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated August 18, 2014, (the “Agreement”), whereby City leased to Lessee certain site (“Site”), therein described, that are a portion of the property (“Property”) located at 936 Northwest 6th Avenue, Grand Rapids, MN; and

WHEREAS, City and Lessee desire to amend the Agreement to extend the term of the Lease and to increase the rent;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree that the recitals set forth above are incorporated herein as if set forth in their entirety and further agree as follows:

1. Term. A lease year shall be deemed to run from September 1 to August 31. The Term of the Lease will be extended to run for five (5) years commencing as of September 1, 2024 and ending August 31, 2029, with one (1) single five (5) year option to renew (“Option Term”) the lease for a final term commencing as of September 1, 2029 and ending August 31, 2034. Lessee shall have elected to extend the Option Term unless it gives the City written notice of its intention not to extend at least thirty (30) days prior to the termination of the initial term of this lease or prior to the Option Term. Unless otherwise specified in this Agreement, all terms of this Lease remain in effect during the Option Period.
2. Rent. Commencing on September 1, 2024, base rent for the first lease year shall be increased to Twenty- Eight Thousand Five Hundred and 00/100ths Dollars (\$28,500.00) per year, payable annually in advance in a single lump sum prior to September 1. Thereafter, rent for each following lease year shall in turn be increased by 3% over

the prior year's payment by Lessee to City, and shall be due each lease year in a single lump sum prior to September 1.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.
4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized proper officers and their respective corporate seals have been affixed on the dates set forth below.

CITY:

GRAND RAPIDS PUBLIC UTILITIES
COMMISSION

By: _____

Its: General Manager

Date: _____

LESSEE:

Rural Cellular Corporation
d/b/a Verizon Wireless

By: _____

Its: _____

Date: _____