

Market: ND / SD / NE / MN / IA
Cell Site Number: MNL05087
Cell Site Name: Grand Rapids DT
Fixed Asset Number: 10125043

FOURTH AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER

THIS FOURTH AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER (“**Fourth Amendment**”) dated as of the latter signature date below (the “**Effective Date**”) is by and between Grand Rapids Public Utilities Commission, State of Minnesota, having a mailing address at 500 Southeast 4th Street, Grand Rapids, MN 55744 (“**GRPUC**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, GRPUC and Lessee (or its affiliate or predecessor-in-interest) entered into a Lease for Communications Facility and Limited Use of Water Tower dated November 10, 2004, as amended by First Amendment to Lease for Communications Facility and Limited Use of Water Tower dated August 26, 2010, as further amended by Second Amendment to Lease for Communications Facility and Limited Use of Work Tower dated November 18, 2013, as further amended by Third Amendment to Lease for Communications Facility and Limited Use of Water Tower dated July 13, 2022, whereby GRPUC leased to Lessee certain Site, therein described, that are a portion of the Property located at 936 Northwest 6th Avenue, Grand Rapids, MN 55744 (collectively, the “**Agreement**”); and

WHEREAS, the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, GRPUC and Lessee desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, GRPUC and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

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

1. **Renewal Term.** The remaining Term of the Agreement shall expire on November 30, 2029. Thereafter, on the condition that Lessee is not then in default of the Agreement, beyond applicable notice and cure periods, the Term of the Agreement will automatically renew for a term of five (5) years (“**2029 Renewal**”) upon the same terms and conditions of the Agreement, unless Lessee notifies GRPUC in writing of Lessee’s intention not to renew the Agreement at least

sixty (60) days prior to the expiration of the existing Term. If Lessee proceeds with the 2029 Renewal, effective December 1, 2029, Lessee will thereafter have one (1) single five (5) year option to renew the Agreement, exercisable in the year 2034, under the same terms as set forth in this paragraph for the 2029 Renewal.

2. **Acknowledgement.** GRPUC acknowledges that: 1) this Fourth Amendment is entered into of the GRPUC's free will and volition; 2) GRPUC has read and understands this Fourth Amendment and the underlying Agreement and, prior to execution of this Fourth Amendment, was free to consult with counsel of its choosing regarding GRPUC's decision to enter into this Fourth Amendment and to have counsel review the terms and conditions of this Fourth Amendment; 3) GRPUC has been advised and is informed that should GRPUC not enter into this Fourth Amendment, the underlying Agreement between GRPUC and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

3. **Notices.** Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Lessee:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and
- b) To Lessee's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: MNL05087; Cell Site Name: Grand Rapids DT (MN)
Fixed Asset #: 10125043
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to GRPUC:

- a) To GRPUC's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

Grand Rapids Public Utilities Commission, State of Minnesota
500 Southeast 4th Street
Grand Rapids, MN 55744

All other Notices will be sent:

- a) To Lessee's Lease Administration Department at NoticeIntake@att.com; and

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be

sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

4. **Memorandum of Agreement.** Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth 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 Fourth Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Fourth Amendment to be effective as of the last date written below.

GRPUC:

Grand Rapids Public Utilities Commission,
State of Minnesota

LESSEE:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

Signed by:
By: Andy Sackreiter
A81F16371FC141C...

Print Name: Andy Sackreiter

Its: Director

Date: 8/27/2026

Attachment 1

Memorandum of Agreement