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

This Third Amendment to Lease for Communications Facility and Limited Use of Water Tower (the "<u>Amendment</u>") is effective as of the date of execution by the last party to sign (the "<u>Effective Date</u>") by and between the Grand Rapids Public Utilities Commission, State of Minnesota ("<u>City</u>") and T-Mobile Central LLC, a Delaware limited liability company ("<u>Tenant</u>") (collectively, the "<u>Parties</u>").

City and Tenant (or their predecessors-in-interest) entered into that certain Lease for Communications Facility and Limited Use of Water Tower dated January 21, 2009 as amended by the First to Lease for Communications Facility and Limited Use of Water Tower dated May 17, 2017 and the Second Amendment to Lease for Communications Facility and Limited Use of Water Tower dated September 9, 2024 (collectively the "<u>Lease</u>") with respect to the **Premises** located at 936 NW 6th Avenue, Grand Rapids, Minnesota 55744 (the "<u>Property</u>").

NOW, for good and valuable consideration, City and Tenant agree as follows:

- 1. The Lease is in full force and effect and neither City nor Tenant is in breach under the terms of the Lease.
- 2. The term of the Lease is hereby extended to midnight on February 23, 2029 ("<u>Current Term</u>"), and at the expiration of the Current Term, the term of the Lease will automatically be extended for a single (1) additional and successive five (5) year term ("<u>Renewal Term</u>"), provided, that Tenant may elect not to renew by providing City thirty (30) days' notice prior to the expiration of the then Current Term.
- 3. All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. City or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant: If to City:

T-Mobile Central LLC

12920 SE 38th Street

Bellevue, WA 98006

Attn: Lease Compliance/A100852A

Grand Rapids Public Utilities

Commission

500 SE 4th Street

Grand Rapids, MN 55744

- 4. Tenant and City will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
- 5. To the extent any provision contained in this Amendment conflicts with the terms of the Lease, the terms and provisions of this Amendment shall control.

- 6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
- 7. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

City:	Tenant:
Grand Rapids Public Utilities Commission, State of Minnesota	T-Mobile Central LLC, a Delaware limited liability company Docusigned by: Mike Hasuffi
By:	By: E2530D5D0838418
Print Name:	Print Name: Mike Blasutti
Title:	Title: Director, Engineering & Ops
Date:	Date: 12/2/2025
	T-Mobile Contract Attorney
	PANOSIS