

FOURTH AMENDMENT TO TOWER LEASE AGREEMENT

THIS FOURTH AMENDMENT TO TOWER LEASE AGREEMENT (this “Fourth Amendment”) is made and entered into on the date of the last party to execute this Fourth Amendment (“Effective Date”), by and between The City of Spring Lake Park, with an office at 1301 81st Avenue Northeast, Spring Lake Park, Minnesota 55432-2188 (“Landlord”), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“Tenant”). Landlord and Tenant are sometimes referred to collectively herein as the “parties” or each a “party”.

Recitals

The Parties hereto recite, declare and agree as follows:

A. Landlord and Tenant entered into a TOWER LEASE AGREEMENT, dated November 15, 1999, and a First Amendment, dated September 19, 2005, and a Second Amendment, dated November 17, 2014, and a Third Amendment, dated May 5, 2015 (the Tower Lease Agreement and the First, Second, and Third Amendments are collectively referred to herein as the “Lease”) with respect to the water tower and property owned by Landlord and located at 8249 Arthur Street NE, Spring Lake Park, Minnesota 55432, the leased portion of which is herein referred to as the “Leased Premises”.

B. Landlord and Tenant desire to enter into this Fourth Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Landlord Consent. Landlord hereby grants Tenant the right and consents to Tenant’s proposed upgrade/modification to the existing Antennae Facilities within the Leased Premises as described and depicted in the approved plan set dated May 25, 2021 which is attached hereto as Exhibit A-4 and by this reference incorporated herein, which equipment shall be considered part of the “Leased Premises” under the Lease.

2. Rent and Costs. The Rent that Tenant pays Landlord will be increased by Two Hundred and xx/100 Dollars (\$200.00) per Month as of thirty (30) days from the earlier of (a) the date of commencement of construction for the modification of the additional equipment, or (b) January 1, 2022. Thereafter, Rent shall escalate and be payable in accordance with the terms of the Lease. Tenant shall give at least five (5) business days’ prior written notice to Landlord before commencing construction for the modification of the additional equipment contemplated in this Fourth Amendment. Tenant, and/or its designated construction contractor, shall be responsible for applying for and obtaining any necessary building permits and posting with Landlord any required escrow, bond, and proof of

insurance prior to commencing construction work. Tenant shall also schedule and participate in a pre-construction meeting with the Spring Lake Park City Engineer, prior to commencing any construction work.

3. Approvals. Each party represents and warrants to the other that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Fourth Amendment, or if any such third party consent or approval is required, the party requiring such consent or approval has obtained any and all such consents or approvals.

4. Authorization. The persons who have executed this Fourth Amendment represent and warrant that they are duly authorized to execute this Fourth Amendment in their individual or representative capacity as indicated, and are authorized to bind their respective entities, without qualification, to all terms contained herein.

5. Restoration. Tenant's right to occupy and use the Leased Premises as contemplated in Exhibit A-4 and pursuant to the terms of the Lease and this Fourth Amendment, is subject to the terms of the Lease and shall expire upon expiration or termination of the Lease. In the event of such expiration or termination, Tenant shall repair and restore the Leased Premises to the condition existing prior to the commencement date of the Lease between the parties affecting the Leased Premises, except for normal wear and tear and damage by the elements, unless a different agreement is reached, in writing, between Tenant and Landlord. If Tenant's equipment is not completely removed and the Leased Premises completely restored within 60 days of expiration or termination of the Lease, Landlord may remove Tenant's equipment and restore the Leased Premises, at Tenant's expense.

6. Effect of this Fourth Amendment. This Fourth Amendment shall only alter the terms of the Lease as specifically set forth herein. All other terms, provisions, obligations, and rights set forth in the Lease shall remain in full force and effect, subject to the terms of the Lease.

7. Interpretation. All capitalized terms used in this Fourth Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Lease.

8. Counterparts. This Fourth Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

9. Notice Address. The notice addresses for Landlord and Tenant in Section 20 of the original Lease document and subsequently amended by Section 2 of the Third Amendment, are hereby deleted in their entirety and replaced with the following notice addresses:

To Owner (Landlord, City): City of Spring Lake Park
Attn: City Administrator, Clerk/Treasurer
1301 81st Avenue NE
Spring Lake Park, MN 55432

With mandatory copy to: John Thames, Spring Lake Park City Attorney
6300 Shingle Creek Parkway, Suite 305
Minneapolis, MN 55430

To Sprint: Sprint Property Services _____
Sprint Site ID: A1O0091A - MS14XC851-
A _____
Mailstop KSOPHT0101-Z2650
6391 Overland Park, Kansas 66251-2650

With mandatory copy to: Sprint Law Department _____
Sprint Site ID: A1O0091A – MS14XC851-A
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway _____
Overland Park, Kansas 66251-

2020
Attn: Real Estate Attorney _____

[Signatures on pages to follow]

EXHIBIT A-4

(Approved Plan Set Dated May 25, 2021)