

## **REINSTATEMENT AND FIFTH AMENDMENT TO TOWER LEASE AGREEMENT**

This Reinstatement and Fifth Amendment to Tower Lease Agreement (“**Amendment**”) is made effective as of the date last signed below (“**Effective Date**”) by and between Sprint Spectrum Realty Company, LLC, a Delaware limited liability company, formerly known as Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (“**Tenant**”), and The City of Spring Lake Park, a Minnesota municipal corporation (“**Landlord**”). Landlord and Tenant are collectively referred to herein as the “**Parties**” or each a “**Party**”.

### **RECITALS**

WHEREAS, Landlord and Tenant’s predecessors in interest entered into that certain Tower Lease Agreement dated November 15, 1999 and fully executed December 23, 1999, as amended by a First Amendment to Site Agreement dated September 19, 2005, a Second Amendment to Tower Lease Agreement dated November 17, 2014, a Third Amendment to Tower Lease Agreement dated May 5, 2015, and a Fourth Amendment to Tower Lease Agreement dated December 29, 2021 (collectively, the “**Lease**”), pursuant to which Tenant is leasing space for a telecommunications facility at 8249 Arthur Street NE, Spring Lake Park, Minnesota 55432 (as more fully described in the Lease, the “**Leased Premises**”). Tenant and Landlord now wish to further amend the Lease as set forth below.

The Lease expired on or about December 31, 2024, since which time Tenant has continued to make rent payments to the City in amounts contemplated for 2024, and has remained on the Property.

### **AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are expressly made a part of this Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.
2. **Reinstatement.** The Lease is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the Lease never expired. The Lease is in full force and effect and neither Landlord nor Tenant is in breach under the terms of the Lease
3. **Term/Renewals.** The parties hereby agree to add one (1) additional renewal term of five (5) years to the current term of the Lease. This final renewal term shall commence on January 1, 2025 and terminate at midnight on December 31, 2029 (the “**Additional Renewal Term**”) respectively, on the same terms and conditions as set forth in the Lease. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of

the Lease, except that monthly Rent shall be increased by five percent (5%) over the monthly Rent amount due during the final year of the Additional Renewal Term. A month-to-month tenancy may be terminated at any time, by either Party, upon thirty (30) days' notice. Any occupation of the Leased Premises after the provision of such notice or after the Lease is otherwise formally terminated shall be considered a period of holdover. In such event, and in addition to any other remedies at law or in equity, Landlord shall be entitled to collect from Tenant monthly rent that is equal to one hundred and fifty percent (150%) of the Rent last owed by Tenant during the final year of the Additional Renewal Term, (pro-rated if Tenant paid rent annually prior to the Lease expiration) for each month thereafter until such time that Tenant removes all equipment from and vacates the Leased Premises in compliance with the Lease.

4. **Rent.** Rent during the Additional Renewal Term shall increase the same as prior renewal terms, as contemplated by Section 3.b. of the original Lease, and as modified by Section 1 of the Third Amendment dated May 5, 2015. As consideration for the Additional Renewal Term extension herein, commencing on January 1, 2025, Rent shall increase over and beyond the current rate by Two Hundred and XX/100 Dollars (\$200.00) per month, and shall be payable at the same time and in the same manner as all current Rent, provided, however, any Rent due by Tenant from January 1, 2025 through the Effective Date of this Fifth Amendment shall be payable within thirty (30) days following the Effective Date. Exclusively during the Additional Renewal Term, this additional rent shall not be subject to the rate escalator set forth in the Lease. However, during any subsequent extension periods, month-to-month terms, or periods of holdover of the Lease, this additional base Rent shall be subject to escalation in the same way as all other Rent contemplated by the Lease

5. **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 and by Section 9 of the Fourth 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 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

With mandatory copy to:                      John Thames, Spring Lake Park City Attorney  
6160 Summit Drive, Suite 345  
Brooklyn Center, MN 55430

To Tenant:

T-Mobile USA, Inc.  
12920 SE 38th Street  
Bellevue, WA 98006  
Attn: Lease Compliance / A1O0091A

6. **Anticipated Maintenance.** Landlord intends to engage in certain planned maintenance activities on or related to the Leased Premises and the Property (the “Work”) during the Additional Renewal Term. Notwithstanding the provisions of 8.d. of the Lease, the Parties agree that, upon at least one hundred twenty (120) days’ notice to Tenant, Tenant shall remove and temporarily relocate its Antenna Facilities and other related equipment off of the water tower on the Leased Premises and relocate ground equipment, as necessary, to facilitate Landlord’s Work.

7. **Termination.** The Parties hereby amend Section 14b of the Lease by deleting said Section in its entirety and replacing it with the following:

“b. By Tenant for any reason upon one year’s prior written notice to Landlord, in which case neither Landlord nor Tenant shall have any further rights or obligations under this Lease (except to the extent such rights and obligations arise prior to the effective date of the termination, and except those provisions which are impliedly intended to survive termination including, without limitation the obligations set forth in Sections 18, 19, and 23 of the Lease).”

8. **Authorization.** Each person signing this Amendment on behalf of Landlord or Tenant represents that he or she is duly authorized to sign this Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Amendment, this Amendment shall prevail.

9. **No Third Party Consent Required.** Landlord warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Landlord’s execution of this Fifth Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

10. **Lease Remains in Effect.** The Lease remains in full force and effect as amended by this Amendment and is hereby ratified and confirmed by the Parties.

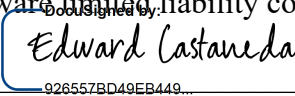
11. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

[Signature page follows]

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives as of the date last written below.

Tenant:

Sprint Spectrum Realty Company, LLC,  
a Delaware limited liability company

By:   
926557BD49EB449...  
Name: Edward Castaneda  
Title: Director  
Date: 6/27/2025

Landlord:

City of Spring Lake Park,  
a Minnesota municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

