

FIRST AMENDMENT TO SITE AGREEMENT

This First Amendment to Site Agreement (the "**First Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between City of Arden Hills ("**Owner**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**", previously referred to as "**APT**") (each a "**Party**", or collectively, the "**Parties**").

Owner and Tenant (or their predecessors-in-interest) entered into that certain Site Agreement dated April 27,2000, (including all amendments, collectively, the "**Agreement**") regarding the leased premises ("**Premises**") located at 1230 Red Fox Road, Arden Hills, Minnesota 55112 (the "**Property**").

For good and valuable consideration, Owner and Tenant agree as follows:

1. At the expiration of the Agreement, the term of the Agreement will automatically be extended for five (5) additional and successive five (5) year terms, each included as Renewal Term provided that Tenant may elect not to renew by providing Owner at least thirty (30) days' notice prior to the expiration of the then current Renewal Term.
2. Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, and "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.
3. At the commencement of the first Renewal Term provided for in this First Amendment, Tenant shall pay Owner One Thousand Two Hundred Thirty-Five and 00/100 Dollars (\$1,235.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. Thereafter, notwithstanding anything to the contrary in the Agreement, the Rent will escalate by 15% on the first day of each Renewal Term. The Rent for each Extended Period shall be increased by 3% of the Rent for the immediately preceding year. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of duplicate Rent by Tenant.
4. Owner consents to allow Tenant to complete upgrades to, and replacement of the Antenna Facilities on the Premises for no additional consideration, in compliance with required permits, so long as no additional area is occupied or the number of antennas or ground units are not increased.

5. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Owner 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:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ A1N0511A

If to Owner:

City of Arden Hills
Attn: City Administrator
1245 West Highway 96
Arden Hills, Minnesota 55112

6. Tenant and Owner will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
7. Owner will execute a Memorandum of Agreement at Tenant's request. If the Property is encumbered by a deed, mortgage or other security interest, Owner will also execute a subordination, non-disturbance and attornment agreement.
8. Any charges payable under the Agreement other than Rent shall be billed by Owner to Tenant within twelve (12) months from the date in which the charges were incurred or due; otherwise, the same shall be deemed time-barred and be forever waived and released by Owner.
9. Except as expressly set forth in this First Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Agreement, the terms and provisions of this First Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this First Amendment.
10. This First Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this First Amendment will legally bind the Parties to the same extent as originals.

- 11. 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 First Amendment. Owner represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of First Amendment. If Owner is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Owner is solely is responsible for all commission, fees or other payment to Agent and (b) Owner shall not impose any fees on Tenant to compensate or reimburse Owner for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this First Amendment or any future amendment.
- 12. This First Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

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

Owner:

City of Arden Hills

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By:  _____

Print Name: Bill Lam

Title: Manager

Date: 5/22/2023



TMO Signatory Level: L08,SL08