

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the “**First Amendment**”) is effective as of the last signature below (the “**Effective Date**”), by and between The City of Saint Paul, a municipal corporation under the laws of the State of Minnesota (“**Lessor**”), and T-Mobile Central LLC, a Delaware limited liability company (“**Lessee**”) (each a “**Party**”, or collectively, the “**Parties**”).

Lessor and Lessee entered into that certain Lease Agreement dated December 22, 2010 (the “**Lease**”) regarding the leased premises (“**Leased Premises**”) located at 320 South Griggs Street, Saint Paul Minnesota 55105 (the “**Property**”).

1. At the expiration of the current term on December 31, 2026, the term of the Lease will automatically be extended for one (1) additional ten (10) year term (“**Renewal Term**”). Any request by T-Mobile to extend or renew beyond the Renewal Term is subject to review and written approval by Lessor at least 365 days prior to end of Renewal Term. Such review and approval will include renegotiation of all lease terms and conditions. Upon expiration of the lease or any renewals, whichever is later, T-Mobile must remove all facilities and equipment within 30 days of expiration.
2. As of the Effective Date of this First Amendment, Lessee may continue to use the Leased Premises for the purposes described in Sections 4-8 of the Lease. Upon consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed, and for no additional rent, Lessee may construct, install, add, upgrade, remove or replace any and all Antenna Facilities as currently described in the Lease, so long as such activity does not expand the footprint of the facilities currently located in the Leased Tract and related easements as described in Exhibit A of the Lease, does not further impact Lessor’s use of the Property, and does not house any equipment or antenna facilities for use by any party other than Lessee.
3. At the commencement of the Renewal Term provided for in this First Amendment on January 1, 2027, Lessee shall pay Lessor Four Thousand Five Hundred Eighty-Three and 33/100 Dollars (\$4,583.33) per month as Rent. Effective on January 1, 2028, the Rent will escalate by four percent (4%) of the Rent in effect for the previous year and again on each anniversary thereafter.
4. 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. Lessor or Lessee may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ A1Q0622C

If to Lessor:

Division of Parks and Recreation
25 Fourth Street West, Suite 300
Saint Paul, MN 55102

5. Lessor will execute a Memorandum of Agreement at Lessee's request. If the Property is encumbered by a deed, mortgage or other security interest, Lessor will also execute a subordination, non-disturbance and attornment agreement.
6. Except as expressly set forth in this First Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this First Amendment conflicts with the terms of the Lease, the terms and provisions of this First Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this First Amendment.
7. 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.
8. 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. Lessor represents and warrants to Lessee 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 Lessor is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Lessor is solely responsible for all commission, fees or other payment to Agent and (b) Lessor shall not impose any fees on Lessee to compensate or reimburse Lessor 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.

9. 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.

Lessor:

The City of Saint Paul

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Lessee:

T-Mobile Central LLC, a Delaware limited liability company

By: _____
DocuSigned by:
Cheryl Downs

27D7B387C46E457...
Print Name: Cheryl Downs

Title: Sr. Director, Strategy & Planning

Date: 2/13/2025

