EXTENSION OF AND FIRST AMENDMENT TO PCS SITE AGREEMENT DATED SEPTEMBER 15, 1999

THIS EXTENSION OF AND FIRST AMENDMENT TO PCS SITE AGREEMENT (the "First Amendment") is made this _____ day of ______, 2025, by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, 801 Washington St., Northfield, MN 55057 ("CITY"), and STC Five LLC, a limited liability company organized under the laws of the State of Delaware, by and through Global Signal Acquisitions II LLC, a Delaware limited liability company, its Attorney in Fact, with its principal offices located at 2000 Corporate Drive, Canonsburg, PA 15317 ("LESSEE"); (collectively the "PARTIES").

RECITALS:

WHEREAS, on September 15, 1999, CITY entered into a PCS Site Agreement with Sprint Spectrum LP (the "Agreement"), leasing land owned by the CITY designated in the Agreement (the "Site") for the installation and operation of a personal communications system ("PCS") tower and related communications equipment on the Site; and

WHEREAS, the Agreement will expire on February 16, 2025; and

WHEREAS, LESSEE is successor in interest to Sprint Spectrum LP, the legal LESSEE of the Site, and has assumed the legal obligations, duties, responsibilities and rights of the Agreement; and

WHEREAS, the PARTIES desire to extend the term of the Agreement for an additional six (6) months thereby having a new expiration date of August 16, 2025.

NOW, THEREFORE, for valuable consideration, the Agreement is hereby amended as follows:

- 1. <u>Extension</u>. Notwithstanding Section 2 of the Agreement, and pursuant to the authority of Section 19 of the Agreement, the Agreement is hereby amended and its term shall be extended from the current expiration date of February 16, 2025, for an additional six (6) months thereby having a new expiration date of August 16, 2025.
- 2. <u>Recitals</u>. The recitals hereto are made a part hereof.
- 3. <u>Authorized Signatories</u>. The Parties each represent and warrant to the other that (1) the persons signing this document are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this document against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- 4. <u>Ratification</u>. Except as amended herein, all provisions of the Agreement are ratified and confirmed by both Parties.

5. <u>Execution</u>. This First Amendment may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the PARTIES have hereunto executed this First Amendment the day and year first above written.

LESSEE:

STL Five LLC,

a Delaware limited liability company

Global Signal Acquisitions II LLC, By:

a Delaware limited liability company, its Attorney in Fact

DocuSigned by: Mandy Hebert 4900078089A4489... (Signature) By: Title: Real Estate Manager Print Name:____Mandy Hebert

CITY OF NORTHFIELD:

By: ____

Erica Zweifel, Its Mayor

By: _______Lynette Peterson, Its City Clerk

1/22/2025 | 3:38 PM CST Date:_____

Date:_____

Date: