

## REINSTATEMENT AND FIRST AMENDMENT TO SITE LEASE AGREEMENT

This Reinstatement and First Amendment to Site Lease Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Stillwater, an Oklahoma municipal corporation ("**Lessor**") and Sprint Spectrum Realty Company, LLC, a Delaware limited liability company ("**Lessee**") (each a "**Party**", or collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Site Lease Agreement dated June 28, 1999 (the "**Agreement**") regarding the leased premises ("**Premises**") located at Range 19, Stillwater, OK 74075 (the "**Property**").

The Agreement expired on or about July 9, 2019, since which time Lessee has continued to make all required payments and has remained on the Property in holdover, with Lessor's permission.

For good and valuable consideration, Lessor and Lessee agree as follows:

1. The Agreement is hereby reinstated in its entirety, as amended herein, and is ratified and affirmed in all respects as if the Agreement never expired. The Agreement is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Agreement.
2. At the expiration of the Agreement, the Term of the Agreement will automatically be extended for three (3) additional and successive five (5) year terms (each a "**Renewal Term**"), provided, that Lessee may elect not to renew by providing Lessor at least thirty (30) days' notice prior to the expiration of the then current term or Renewal Term.

Starting on January 1, 2021, Lessee shall pay Lessor One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month ("**Rent**"), partial calendar months will be prorated in advance, by the fifth (5<sup>th</sup>) day of each calendar month. Any outstanding Rent due by Lessee to Lessor as of the Effective Date of this Amendment shall be payable within thirty (30) days of said Effective Date. Where duplicate Rent would occur, a credit shall be taken by Lessee for any prepayment of Rent by Lessee.

Rent shall not be adjusted until January 1, 2026. On January 1, 2026 and every fifth year thereafter, the Rent will be adjusted by an amount equal to ten percent (10%) over the then current Rent. This new Rent and Rent adjustment shall supersede and replace any prior rent and rent adjustments.

3. 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:

Sprint Property Services  
Sprint Site ID: OK03SW154-A  
Mailstop KSOPHD0101-Z2650  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2650

If to Lessor:

City of Stillwater  
723 South Lewis Street  
Stillwater, OK 74074

With a copy to:

Sprint Law Department  
Sprint Site ID: OK03SW154-A  
Attn.: Real Estate Attorney  
Mailstop KSOPHD0101-Z2020  
6220 Sprint Parkway  
Overland Park, Kansas 66251-2020

4. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration.
5. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
6. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Amendment will legally bind the Parties to the same extent as originals.
7. 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 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 this Amendment.
8. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

**SIGNATURES ON FOLLOWING PAGE**

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

**Lessor:**

**City of Stillwater,  
an Oklahoma municipal corporation**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Lessee:**

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

DocuSigned by:  
By: *Ana Hemmert*  
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Print Name: Ana Hemmert

Title: Director Technology Procurement

Date: 8/24/2021

T-Mobile Attorney, as to form

T-Mobile Legal  
Approval  
8/19/21

*Katharine Omansick*

