

Site: ML10001A
Site Name: Zeidler Bldg.
Market: ML

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE (“Amendment”) is made and entered into this day of _____, 2020 by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Lease dated June 1, 2000 (including any prior amendments, the “Lease”), with respect to Premises located at 841 N. Broadway, Milwaukee, WI.

B. Landlord and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant covenant and agree as follows:

1. Effective as of the date of full execution of this Fifth Amendment Tenant will have the right to modify its Equipment as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

3. Landlord represents and warrants to Tenant that the consent or approval of no third party, including and without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

4. The persons who have executed this Amendment represent and warrant they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

TENANT:

**T-Mobile Central LLC,
A Delaware limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

LESSOR:

CITY OF MILWAUKEE

By: _____

Tom Barrett, Mayor

By: _____

Jim Owczarski, City Clerk

COUNTERSIGNED

By: _____

Martin Matson, Comptroller

Approved as to form and execution

This ____ day of _____, 2020.

Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this ____ day of _____, 2020.

**Jeremy R. McKenzie
Assistant City Attorney
State Bar No. 1051310**

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Exhibit A