

SIXTH AMENDMENT TO LEASE AGREEMENT

This Sixth Amendment to Lease Agreement (“**Sixth Amendment**”) is made effective the ____ day of _____, by and between T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VOICESTREAM PCS II CORPORATION (“**Lessee**”), and City of Milwaukee, a Wisconsin municipal corporation (“**Lessor**”). Lessor and Lessee are collectively referred to herein as the “**Parties.**”

RECITALS

The parties hereto recite, declare and agree as follows:

A. Lessor’s and Lessee’s predecessors in interest entered into that certain Lease Agreement effective June 1, 2000, as amended by that First Amendment to Lease Agreement dated April 2005 (“**First Amendment**”), as amended by that Second Amendment to Lease Agreement dated June 1, 2010 (“**Second Amendment**”), as amended by that Third Amendment to Lease Agreement dated November 15, 2012 (“**Third Amendment**”), as amended by that Fourth Amendment to Lease Agreement dated August 31, 2016 (“**Fourth Amendment**”) as amended by that Fifth Amendment to Lease Agreement dated August 25, 2020 (“**Fifth Amendment**”) (collectively, the “**Lease**”), pursuant to which Lessee is leasing space for a telecommunications facility at 841 N. Broadway, Milwaukee, WI 53202 (as more fully described in the Lease, the “**Premises**”).

B. Lessee and Lessor desire to enter into this Sixth Amendment in order to modify and amend certain provisions of the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Sixth Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.

2. The term of the Lease is hereby extended to midnight on June 18, 2030 (the “**Current Term**”), and Lessee shall have the right to extend this Lease for five (5) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew the Lease at least one hundred and twenty (120) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. Five Percent (5%) annual rent escalator shall remain.

4. Lessee's addresses for notice purposes in section 2 of the Third Amendment are hereby deleted and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. ML10001A

5. Each person signing this Sixth Amendment on behalf of Lessor or Lessee represents that he or she is duly authorized to sign this Sixth Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Sixth Amendment, this Sixth Amendment shall prevail.

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

7. The Lease remains in full force and effect as amended by this Sixth Amendment and is hereby ratified and confirmed by the Parties.

8. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Sixth Amendment shall legally bind the parties to the same extent as original documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Sixth Amendment to be executed by their duly authorized representatives as of the date first written above.

Lessee:

T-MOBILE CENTRAL LLC
a Delaware Limited Liability Company

By: _____

Name: _____

Title: _____

Lessor:

CITY OF MILWAUKEE
a Wisconsin Municipal Corporation

By: _____

Name: Cavalier Johnson

Title: Mayor



By: _____

Name: James Owszarski

Title: City Clerk

COUNTERSIGNED

By: _____

Name: Bill Christianson

Title: Comptroller

Approved as to form and execution

This ____ day of _____, 20__.

Jordan M. Schettle
Assistant City Attorney
State Bar No. 1104571