

## **FIFTH AMENDMENT TO LEASE AGREEMENT**

**THIS FIFTH AMENDMENT TO LEASE AGREEMENT** ("Amendment") is effective as of the last signature below (the "Effective Date"), by and between the City of Milwaukee, a Wisconsin municipal corporation ("Lessor") and T-Mobile Central LLC, a Delaware limited liability company ("Lessee").

**Whereas**, Lessor and Lessee entered into a Lease Agreement dated November 16, 2000, as amended by the First Amendment to Lease Agreement dated October 1, 2005, and as amended by the Second Amendment to Lease Agreement dated November 1, 2010, and as amended by the Third Amendment to Lease Agreement dated April 2, 2013, and as amended by the Fourth Amendment to Lease Agreement dated June 28, 2017 (collectively, the "Agreement") that is in full force and effect and provides for the installation and operation of Lessee's communication and ancillary equipment at real property and on the water tower ("Tower") located at 5701 W. McKinley Ave., Milwaukee, WI 53208 ("Property");

**Whereas**, Lessor and Lessee wish to enter into this Amendment to modify and amend certain terms of the Agreement, extending the Agreement.

**NOW, THEREFORE**, for good and valuable consideration including the mutual covenants and agreements hereinafter set forth, Lessor and Lessee agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **Term Extended.** Upon completion of the current term of the Agreement, the Agreement, will be extended five (5) years and shall commence on December 5, 2025 and run until midnight on December 4, 2030 (the "Extension Term").
3. **Rent.** Upon commencement of the Extension Term, the rent payable under the Agreement shall be paid in accordance with the following schedule indicating each year's rent amount (with such yearly increase reflecting an increase of five percent (5%) of the immediately preceding year's rent):

### Extension Term

Year 1	\$ 63,679.16
Year 2	\$ 66,863.12
Year 3	\$ 70,206.27
Year 4	\$ 73,716.59
Year 5	\$ 77,402.42

4. **Renewals.** Lessee shall have the option to extend the term of the Agreement beyond the Extension Term for two (2) additional five (5) year periods (each additional five (5) year period being an "Option Term"). Each Option Term shall be deemed automatically exercised unless Lessee terminates the Agreement at the end of the Extension Term or at the end of any subsequent Option Term by giving Lessor written notice of its intent to terminate at least one hundred twenty (120) days prior to the end of the then current term. Rent shall increase by five percent (5%) of the immediately preceding year's rent for each year of any Option Term.
5. **Continued Effect.** Other than as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. Where there is conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined

terms referenced in the Amendment shall have the same meaning as those found in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease Amendment on the day and year first above written.

**Lessor:**

**City of Milwaukee, A Wisconsin municipal corporation**

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

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

Its: Mayor

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

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

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

Its: City Clerk

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

Countersigned:

BY: \_\_\_\_\_  
City Comptroller

**Lessee:**

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

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

Name: Kim Curtis

Title: VP, Critical Infrastructure Procurement

Date: 5/27/2025

