

## FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE (“Amendment”) is made and entered into this day of \_\_\_\_\_, 2016 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 1640 S. 24<sup>th</sup> Street, 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, Lessor and Lessee covenant and agree as follows:

1. Effective as of \_\_\_\_\_, 2017 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 the 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 \_\_\_\_\_, 2016.**

\_\_\_\_\_  
**Assistant City Attorney**

**Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this \_\_\_\_ day of \_\_\_\_\_, 2016.**

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



Site Number: ML10014C  
Site Name: Southside Health Center  
Market: ML

## **Exhibit A**