

Market: IL / WI
Cell Site Number: WI0161
Cell Site Name: FIRE STATION
Fixed Asset Number: 10012369

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT ("**Amendment**") is made effective the ____ day of _____, 2025 ("**Effective Date**") by and between City of Milwaukee, a Wisconsin municipal corporation, having a mailing address at 200 East Wells Street, Milwaukee, WI 53202 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 ("**Tenant**"). Landlord and Tenant are each a "**Party**"; together, they are the "**Parties**."

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated October 19, 2000, as amended by First Amendment to Lease Agreement dated July 23, 2007, as amended by Second Amendment to Lease Agreement dated January 15, 2013, as amended by Third Amendment to Lease Agreement dated August 13, 2018, and as further amended by Fourth Amendment to Lease Agreement dated March 14, 2022, whereby Landlord leased to Tenant certain Premises ("**Premises**"), therein described, that are a portion of the Property located at 5600 West Oklahoma Avenue, Milwaukee, WI 53202 (collectively, the "**Agreement**"); and

WHEREAS, the Term of the Agreement will expire on September 30, 2025, and the Parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein; and

WHEREAS, Landlord and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of five (5) years ("**New Initial Term**"), commencing on October 1, 2025, ("**New Term Commencement Date**"). Upon the expiration of the New Initial Term, Tenant shall have the option to renew the Agreement for up to four (4) additional five (5) year terms (each an "**Extension Term**") upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Extension Term. Hereafter, the defined term "**Term**" shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except

that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on October 1, 2025, the current rent payable under the Agreement shall be Fifty-Two Thousand Two Hundred Fifteen and No/100 Dollars (\$52,215.00) per year (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Annual Payments.** The Agreement is amended to provide that commencing on October 1, 2026, and annually thereafter, Rent shall increase by five percent (5%) over the Rent paid during the previous year.

4. **Acknowledgement.** Landlord acknowledges that: 1) this Amendment is entered into of the Landlord’s free will and volition; 2) Landlord has read and understands this Amendment and the underlying Agreement and, prior to execution of this Amendment, was free to consult with counsel of its choosing regarding Landlord’s decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) Landlord has been advised and is informed that should Landlord not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

5. **Notices.** Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant’s Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant’s Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: WI0161; Cell Site Name: FIRE STATION (WI)
Fixed Asset #: 10012369
208 Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord’s Information Technology Management Division of the Department of Administration at Erica.Roberts@milwaukee.gov; and

- b) To Landlord's City Attorney's Office via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Milwaukee
City Attorney's Office
Attn: Jordan M. Schettler
841 North Broadway, 10th Floor
Milwaukee, WI 53202

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord's Information Technology Management Division of the Department of Administration at Erica.Roberts@milwaukee.gov.

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was given and received. All other Notices shall be effective when received unless returned undelivered. Either Party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other Party hereto as provided herein.

6. Charges. All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to annual Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

7. Memorandum of Agreement. Either Party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Agreement substantially in the form of Attachment 1. Either Party may record this memorandum at any time, in its absolute discretion.

8. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

9. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

10. Counterparts. This 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 Amendment shall legally bind the Parties to the same extent as original documents.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Amendment to be effective as of the Effective Date.

Tenant:

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company**

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Landlord:

**CITY OF MILWAUKEE
a Wisconsin Municipal Corporation**

By: _____

Cavalier Johnson, Mayor

By: _____

James Owszarski, City Clerk

COUNTERSIGNED

By: _____

Bill Christianson, City Comptroller

Signatures of Cavalier Johnson, Mayor; James R. Owczarski, City Clerk; and Bill Christianson, City Comptroller authenticated this ____ day of _____, 20__.

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

Approved as to form and execution

This ____ day of _____, 20__.

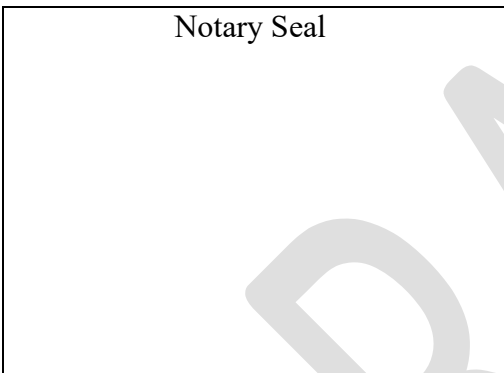
Jordan M. Schettle, Assistant City Attorney
State Bar No. 1104571

TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the _____ of **AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company.** to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)
Notary Public in and for the State of

My appointment expires: _____

Attachment 1

Memorandum of Agreement

DRAFT