

SECOND AMENDMENT TO TOWER LEASE WITH OPTION

This Second Amendment to Tower Lease with Option (the "**Second Amendment**") is effective as of the last signature below (the "**Effective Date**"), by and between Village of Allouez, a Wisconsin municipal corporation ("**Landlord**"), and T-Mobile Central LLC, a Delaware limited liability company ("**Tenant**") (each a "**Party**", or collectively, the "**Parties**").

Landlord and Tenant entered into that certain Tower Lease with Option dated April 20, 2012, including that certain First Amendment to Tower Lease with Option dated May 2, 2017 (including all amendments, collectively, the "**Lease**") regarding the leased premises ("**Premises**") located at 2612 S. Webster Ave., Allouez, WI 54301 (the "**Property**").

For good and valuable consideration, Landlord and Tenant agree as follows:

1. Notwithstanding anything to the contrary in the Lease, starting on June 1, 2023, (the "**Revised Rent Date**"), Tenant shall pay Landlord Two Thousand and 00/100 Dollars (\$2,000.00) per month as Rent, partial calendar month to be prorated in advance, by the fifth (5th) day of each calendar month. The Rent will escalate by 9% of the Rent payable during the previous Renewal Term on the first day of each Renewal Term. Where duplicate Rent would occur, a credit shall be taken by Tenant for any prepayment of Rent by Tenant.
2. Tenant shall have the right to assign, or otherwise transfer the Lease, upon Tenant's delivery to Landlord of written notice of any assignment or transfer by Tenant. Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the assignee, or transferee for performance under the Lease. Tenant shall have the right to sublease the Lease without the need for Landlord's consent.
3. All notices, requests, demands and other communications shall be in writing and shall be deemed to have been delivered upon receipt or refusal to accept delivery, and are effective only when deposited into the U.S. certified mail, return receipt requested, or when sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other Party.

If to Tenant:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ML94469B

If to Landlord:

Village of Allouez
c/o Brad Lange, Village Administrator
1900 Libal Street
Green Bay, WI 54301

4. Tenant and Landlord will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property without additional payment or consideration. Tenant acknowledges and agrees that it shall follow any applicable Village of Allouez, County of Brown, or State of Wisconsin permit approval process, including but not limited to submitting any required permit fees.
5. Except as expressly set forth in this Second Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Second Amendment conflicts with the terms of the Lease, the terms and provisions of this Second Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Second Amendment.
6. This Second Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic, scanned, or facsimile copies of this Second Amendment will legally bind the Parties to the same extent as originals.
7. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Second Amendment. Landlord represents and warrants to Tenant that the consent or approval of a third party has either been obtained or is not required with respect to the execution of Second Amendment. If Landlord is represented by any property manager, broker or any other leasing agent ("Agent"), then (a) Landlord is solely responsible for all commission, fees or other payment to Agent and (b) Landlord shall not impose any fees on Tenant to compensate or reimburse Landlord for the use of Agent, including any such commissions, fees or other payments arising from negotiating or entering into this Second Amendment or any future amendment.
8. This Second Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Second Amendment as of the Effective Date.

Landlord:

Village of Allouez, a Wisconsin municipal corporation

By: _____

Print Name: _____

Title: _____

Date: _____

Tenant:

T-Mobile Central LLC, a Delaware limited liability company

By: _____

Print Name: _____

Title: _____

Date: _____

