

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“Amendment”) is made and entered into on _____, 202__ (“Effective Date”), by and City of Whitewater (“Owner”), and Sprint Spectrum L.P., a Delaware limited partnership, predecessor-in-interest to Sprint Spectrum Realty Company, L.P. (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Tenant entered into a Lease Agreement (the “Agreement”), dated June 18, 1999, (“Site Agreement”), regarding real property located at 502 East Cravath Street, Whitewater, WI 53190 (the “Premises”).

B. Owner and Tenant desire to enter into this Amendment in order to modify and amend certain provisions of the Agreement.

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, Owner and Tenant covenant and agree as follows:

1. Renewal Terms. Upon the Effective Date of this Amendment Tenant shall have the right to renew the Agreement for four (4) additional Renewal Terms of five (5) years each. Each Renewal Term shall renew automatically unless Tenant provides at least thirty (30) days prior written notice before the expiration of the then current term that Tenant does not wish to exercise such Renewal Term.

3. Terms; Conflicts. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Amendment shall in no way modify, alter, or amend the remaining terms of the Agreement, 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 Agreement and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Rent. Starting on the Effective Date, Tenant shall pay Owner a prorated amount from thirty thousand and 00/100 Dollars (\$30,000.00) per year, which represents the Monthly Rent Increase to Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) per year from the 2023 annual base rent. Upon the commencement of each renewal term, the annual base rent shall be increased by twenty percent (20%) over the annual rent in effect during the immediately preceding term or renewal term, as applicable.

5. Approvals. Owner represents and warrants to Tenant that the consent or approval of no third party, including, 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, Owner has obtained any and all such consents or approvals.

6. Authorization. The persons who have executed this Amendment represent and warrant that they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

7. Signatures. 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.

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

Owner:
City of Whitewater

Tenant:
Sprint Spectrum L.P.,
a Delaware limited partnership

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____