

FIFTH AMENDMENT TO LEASE AGREEMENT

This **FIFTH AMENDMENT TO LEASE AGREEMENT** ("**First Amendment**"), is made and entered into on the date of execution by the last party to sign (the "**Effective date**"), by and between the **County of Albany** ("**County**"), and **T-Mobile Northeast LLC** ("**T-Mobile**"), successor in interest to SprintCom Inc and Independent Wireless One Lease Realty Corporation ("**IWO**" or "**Sprint**").

RECITALS

WHEREAS, County and T-Mobile entered into that certain Lease Agreement dated April 25, 2002, ("**Original Agreement**"), as amended by that certain First Amendment to Lease Agreement dated July 14, 2009, ("**First Amendment**"), as also amended by that Second Amendment to Lease Agreement dated July 5, 2012 ("**Second Amendment**"), as also amended by that certain Third Amendment to Lease Agreement dated December 3, 2015 ("**Second Amendment**"), as further amended by that certain Fourth Amendment to Lease Agreement dated April 20, 2020 ("**Fourth Amendment**") (collectively, the "**Agreement**"), whereby County leased to T-Mobile the use of space on the building and on the exterior of the building at 780 Albany Shaker Road, Town of Colonie, County of Albany, State of New York (the "**Premises**"), for the placement of a wireless communications facility; and,

WHEREAS, County and T-Mobile desire to extend the term of the Agreement; and,

WHEREAS, County and T-Mobile desire to Amend the Agreement as follows;

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and T-Mobile hereby agree as follows:

1. **EXTENSION OF TERM OF LEASE** Article II of the Original Agreement, Section 1 of the First Amendment, Section 1 of the Second Amendment, Section 1 of the Third Amendment, and Section 1 of the Fourth Amendment are hereby amended to add the following:
 - a. The current term of the Agreement will expire on August 31, 2025. Notwithstanding anything to the contrary in the Agreement, T-Mobile is granted four (4) additional and successive renewal terms of five (5) years each (each an "**Additional Renewal Term**").
 - b. Commencing on September 1, 2025, the Agreement shall automatically renew for the Additional Renewal Terms without any further action unless T-Mobile provides notice of its decision not to

renew by providing County at least ninety (90) days' notice prior to the expiration of the then current Additional Renewal Term.

2. **MODIFICATION TO RENT** Article III of the Original Agreement, Section 2 of the First Amendment, Section 2 of the Second Amendment, Section 2 of the Third Amendment and Section 2 of the Fourth Amendment are hereby amended by adding the following:
 - a. Notwithstanding anything to the contrary in the Agreement, commencing on September 1, 2025, and on the first day of every month thereafter, T-Mobile will pay rent in advance in equal monthly installments of Three Thousand Three Hundred and Twenty-Two Dollars and Sixteen Cents (\$3,322.16).
 - b. Rent will escalate by three percent (3%) on September 1, 2026, and every year thereafter for the remainder of the Additional Renewal Terms.
 - c. Rent for any partial months will be prorated based upon a 30-day month.
3. **NOTICES:** Article VII of the Original Agreement, Section 3 of the First Amendment, Section 3 of the Second Amendment, and Section 3 of the Fourth Amendment are hereby deleted in their entirety and replaced with the following:
 - a. All notices must be in writing and will be deemed to have been delivered upon receipt or refusal to accept delivery and are effective only when deposited in the U.S. mail, certified mail, return receipt requested and postage prepaid or when sent via nationally-recognized courier delivery service addressed to the recipient party as follows:

To County:

County of Albany
100 Heritage Lane
Albany, NY 12211

To T-Mobile:

T-Mobile USA Inc
12920 SE 38th Street
Bellevue, WA 98006
ATTN: Lease Compliance/UP40614A

With a Mandatory Copy to:

T-Mobile Northeast LLC
103 Monarch Drive
Liverpool, NY 13088
ATTN: Lease Compliance/UP40614A

- 4. Each of the parties represent and warrant that they have the right, power, legal capacity, and authority to enter into and perform their respective obligations under this Fifth Amendment.
- 5. This Fifth Amendment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest, and assigns.
- 6. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. To the extent any provision contained in this Fifth Amendment conflicts with the terms of the Original Agreement, First Amendment, Second Amendment, Third Amendment, and/or Fourth Amendment, the terms and provisions of this Fifth Amendment shall prevail. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise defined in this Fifth Amendment.
- 7. This Fifth Amendment may be executed in duplicate counterparts, each of which will be deemed an original, and all of which together will be deemed one and the same. Signed electronic or scanned copies of this Fifth Amendment will legally bind the parties hereto to the same extent as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment on the day and year last written below.

COUNTY:
County of Albany

T-MOBILE:
T-Mobile Northeast LLC

By: _____

Name: _____

Title: _____

Date: ____ / ____ / ____

DocuSigned by:
Hans Fiedler
By: _____
DCF81D2FE15E46A...

Name: Hans Fiedler

Title: Director

Date: 8/14/2024 / ____ / ____

TMO Digitally signed by
Lega TMO Legal
Date: 2024.07.26 11:09:08 -04'00'