

## **FIFTH AMENDED AND RESTATED TOLLING AGREEMENT**

THIS FIFTH AMENDED AND RESTATED TOLLING AGREEMENT (“Agreement”) is made by and between T-Mobile Central LLC, a Delaware limited liability company (“T-Mobile Central”), on behalf of itself and T-Mobile Central’s affiliates (collectively, “T-Mobile”), party of the first part, and each of the Missouri cities identified in **Table 1** below that have executed this Agreement (collectively “Cities”), parties of the second part. T-Mobile and the Cities are collectively referred to herein as the “Parties.”

### **Recitals**

**WHEREAS**, each of the Cities has a form of gross receipts or license tax pursuant to various ordinances (“License Tax”); and

**WHEREAS**, the Cities believe there is a possible underpayment of the License Tax by T-Mobile that could give rise to certain enforcement actions or claims against T-Mobile; and

**WHEREAS**, the Parties wish to postpone or avoid the inconvenience, expense, and distraction of possible litigation by the Cities against T-Mobile, while fully preserving any rights of the Cities as to the Tolled Claims that may exist prior to the Tolling Period (all as defined below in this Agreement) to commence legal action against T-Mobile, which, but for this Agreement, might otherwise be time-barred or limited in any way by any applicable statute of limitations, laches, and other possible time-bars and defenses based in whole or in part on the time which may elapse during the Tolling Period established herein (all of which time-bars and defenses, including, the statute of limitations and laches, are referred to as “Time Defenses”); and

**WHEREAS**, neither T-Mobile nor the Cities, by entering into this Agreement, make any statement as to the merit or extent of merit of any claims, damages, or defenses (including the Time Defenses) and the Cities and T-Mobile agree that each individual entity has the power and authority to enter into this Agreement and no other parties are necessary to join herein in order to toll the statute of limitations and other Time Defenses and make this Agreement enforceable; and

**WHEREAS**, the Parties have previously entered into separate tolling agreements regarding these matters and now desire to amend and restate such agreements;

**NOW, THEREFORE**, in consideration of the mutual commitments herein and other good and valuable mutual consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **Terms and Conditions**

1. With respect to any and all claims, causes of action or remedies of each of the Cities, known or unknown, relating to, arising out of, or in connection with each city’s License Tax, including but not limited to claims for delinquent taxes, interest, penalties, and attorney fees, declaratory judgment and injunctive relief, accounting, violation of statute, or any other claims, offsets, or causes of action whatsoever (collectively, the “Tolled Claims”), the Parties hereby stipulate that any applicable statute of limitations or other Time Defenses applicable to the Tolled Claims shall be deemed tolled for the period from the tolling inception date stated in **Table 1** below with respect to each city and T-Mobile until the earlier of: (a) the termination of this Agreement

by either one or more of the Cities or T-Mobile in accordance with the terms and conditions of this Agreement; or (b) the expiration of this Agreement on January 31, 2027, unless extended in writing by the Parties, hereinafter such period to be known as the “Tolling Period.” For purposes of clarity, the tolling of the statute of limitations and other Time Defenses during the Tolling Period shall survive the Tolling Period and any termination or expiration hereof, such that any Tolled Claim which would have been barred or limited in any way as a result of any statute of limitations or other Time Defense may be brought by one or more of the Cities without regard to any expiration of time that occurs during the Tolling Period, and T-Mobile may not hereinafter assert in any action between the Parties or otherwise the expiration of the statute of limitations or other Time Defense occurring during or as to the passage of time within the Tolling Period as a defense to any such Tolled Claim.

**Table 1:**

<b>City</b>	<b>Tolling Inception Date for T-Mobile</b>
Aurora	3/31/2020
Butler	3/31/2020
Cameron	7/5/2017
Columbia	3/31/2020
Green Park	3/31/2020
Joplin	9/21/2017
Kirkwood	3/31/2020
Ladue	6/8/2017
Liberty	6/8/2017
Malden	3/31/2020
Manchester	3/31/2020
Maryville	3/31/2020
Moberly	3/31/2020
Monett	3/31/2020
Neosho	3/31/2020
Overland	5/2/2017
Platte City	3/31/2020
Raytown	3/31/2020
Riverside	3/31/2020
St. Joseph	3/16/2017
Wentzville	3/31/2020
Woodson Terrace	3/31/2020

2. Any one or more of the Cities may terminate the Tolling Period prior to its expiration by giving T-Mobile at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period, and such action shall not affect the Tolling Period for the remainder of the Cities. T-Mobile may terminate the Tolling Period prior to its expiration with respect to one or more of the Cities by giving each affected city at least thirty (30) days prior written notice by e-mail and physical delivery such as overnight delivery of the termination of the Tolling Period. Any written notice of termination shall specify the termination

date, otherwise the termination shall be ineffective. Any applicable statute of limitations or other Time Defenses which apply to the Tolled Claims shall begin to run again from the specified date of termination or expiration of the Tolling Period, whichever occurs first. Prior to the specified date of termination or expiration of this Agreement, the Cities and T-Mobile agree not to file any cause of action against the other relating to the Tolled Claims.

3. Nothing in this Agreement shall be construed as an admission of any fault, liability, or wrongdoing by or relating to any person and nothing herein shall be deemed to limit any obligation or liability of any of the Parties, or any defense other than Time Defense tolled during this Agreement, including during the Tolling Period, that may exist.

4. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all such counterparts constituting one Agreement. The exchange of copies of this Agreement and of signature pages electronically or by physical delivery of hard copy shall constitute effective execution and delivery of this Agreement.

5. Any and all notices under this Agreement shall be in writing, and shall be addressed and provided to the Parties by email and physical delivery to the following:

To the David A. Streubel  
Cities: Greg H. Dohrman  
Cunningham Vogel & Rost, P.C.  
3660 S. Geyer Rd., Suite 340  
St. Louis, MO 63127  
dave@municipalfirm.com  
greg@municipalfirm.com  
Special Legal Counsel for Cities

To T- Mark Leadlove  
Mobile: Bryan Cave Leighton Paisner LLP  
One Metropolitan Square  
211 North Broadway, Suite 3600  
St. Louis, Missouri 63102  
mbleadlove@bclplaw.com  
Counsel for T-Mobile

6. The rights and obligations of the Parties created by this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflicts of law.

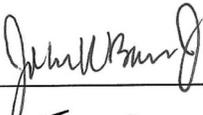
7. This Agreement may not be amended, modified, or supplemented to affect all Parties to this Agreement, except in writing duly executed and delivered by the Parties. Any one or more of the Cities and T-Mobile may amend, modify, or supplement this Agreement in writing duly executed and delivered by all parties to be bound by such writing, but such action shall not be binding upon the remaining, non-executing Parties.

8. This Agreement constitutes the full and complete agreement of the Parties concerning the subject matter of the Agreement, and there are no covenants, conditions, or terms other than those expressly set forth in this Agreement.

9. This Agreement shall be effective between an individual city and T-Mobile on the date of the last signature of such party, regardless of whether all Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of the date below written.

**T-MOBILE CENTRAL LLC**

By:   
Name: John Barnes  
Title: VP, Indirect Tax  
Date: 11/21/2026

*[Signature pages for Cities on following pages.]*

**CITY OF AURORA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BUTLER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF CAMERON**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF COLUMBIA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF GREEN PARK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF JOPLIN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF KIRKWOOD**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LADUE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF LIBERTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MALDEN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MANCHESTER**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MARYVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MOBERLY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF MONETT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF NEOSHO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF OVERLAND**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF PLATTE CITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RAYTOWN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF RIVERSIDE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF ST. JOSEPH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WENTZVILLE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF WOODSON TERRACE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_