

### THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“ Third Amendment”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (“Effective Date”), by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Lessor”), and T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VOICESTREAM PCS II CORPORATION (“Lessee”).

#### Recitals

The Parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a LEASE AGREEMENT, dated 18 December, 2000 as amended by that certain first amendment dated 21 January, 2013 and certain second amendment dated 11 August, 2017 (collectively the “Lease”) for leased premises (the “Premises”) located at 8814 W Lisbon Avenue, City of Milwaukee, County of Milwaukee, State of Wisconsin (the “Property”).

B. Lessor and Lessee desire to enter into this Third Amendment in order to modify and amend certain provisions of the Lease.

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, Lessor and Lessee covenant and agree as follows:

1. Lessor Consent. Lessor hereby grants Lessee the right and consents to Lessee’s replacement of equipment in the Leased Space as described and depicted in on Exhibit “C” which is attached hereto and by this reference incorporated herein, which equipment shall be considered part of the “Leased Space” under the Lease.

2. Rent and Costs. The Rent that Lessee pays Lessor will be increased by Zero and xx/100 Dollars (\$0.00) per Month as of thirty (30) days from the earlier of (a) the date of commencement of construction for the modification of the additional equipment, or (b) six (6) months after the date of the last party to execute this Third Amendment. Thereafter, Rent shall be payable in accordance with the terms of the Lease. Notwithstanding the foregoing or anything to the contrary contained in the Lease, further additions, upgrades or modifications to the Leased Space shall not require Lessor consent or an increase in Rent or the payment of any other additional charges or fees. The parties hereby agree that, as of the date of this Third Amendment, there are no payment obligations of Lessee under the Lease, including but not limited to the payment of Rent, or other costs or fees, that are overdue; and that any future charges payable under the Lease by Lessee shall be billed by Lessor to Lessee within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred, waived and released by Lessor.

3. Approvals. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Third Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

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

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

Lessor:  
**City of Milwaukee**

Lessee:  
**T-Mobile Central LLC, a Delaware limited liability company**

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

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

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

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

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

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

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

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

## EXHIBIT C

(See attached Construction Drawings)