

## LEASE AGREEMENT

This Lease Agreement ("Lease" or "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 2008, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and CRICKET COMMUNICATIONS, INC., a Delaware corporation, hereinafter referred to as "Lessee."

### RECITALS

A. Lessor is the owner of a fire department station located on the Property at **8814 W. Lisbon Ave.**, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit "A" attached hereto and incorporated herein ("Property").

B. Lessee desires to lease certain space on the Property, hereinafter referred to as "the Leased Space" and as described on Exhibit "B" and its subparts attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access for the term of this Lease, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor's Property for access to the Leased Space and Lessee's equipment, including shelter, antennas and appurtenances as described on Exhibit "C" attached hereto and incorporated herein ("Equipment").

C. Lessor is willing to rent to Lessee the Leased Space and those certain non-exclusive easement rights of access for the term of this Lease, under the following terms and conditions.

### AGREEMENT

#### 1. Term.

a. Initial Term. This Agreement shall be for an initial term of fifteen (15) years ("Initial Term"), commencing upon \_\_\_\_\_, 2008 (the "Commencement Date").

b. Option to Extend. Lessee shall have the option to extend the term of this Lease for three (3) additional periods of five (5) years (each additional five year period being an "Option Term"), and upon written notice to Lessor of Lessee's intention to exercise its option, at least one hundred and twenty (120) days before the expiration of the Initial Term, or each succeeding Option Term.

At least ninety (90) days prior to the expiration of the Initial Term and each Option Term thereafter, Lessor and Lessee shall in good faith commence negotiations toward extending the term of the Lease for an additional Option Term of five (5) years, including the renegotiation of the rental amount. If, at the end of the Initial Term and each Option Term thereafter, Lessor and Lessee have

not executed an amendment to this Lease modifying the term as herein described, this Lease shall be deemed to have been extended by the parties for an additional Option Term at current rental amounts increased by five percent (5%) annually, unless either Lessee or Lessor notifies the other in writing at least sixty (60) days before the expiration of such Option Term, that it chooses to terminate this Lease rather than have it extended.

2. Termination by Lessor for Special Purpose. If, during the final year of the Initial Term or during any year of an Option Term of this Lease, the Common Council of the City of Milwaukee determines that the Leased Space is needed for a special purpose by Lessor or any of its bureaus or departments, this Lease, and any extension thereof, shall be subject to cancellation by Lessor upon one (1) years' prior written notice to Lessee. In the event of such termination, Lessee shall pay a prorated rent amount hereunder during the period between the date of Lessor's notice of termination and Lessee's vacation of the Leased Space. During such period, Lessee shall be entitled to remove from the Leased Space all of Lessee's Equipment, including all supporting apparatus. This Termination by Lessor for Special Purpose may not be exercised in the first nine years of this Lease (years 1-9 of the Initial Term).

3. Rent. Monthly rent shall be Two Thousand Dollars (\$2,000.00) per month for the first year of Initial Term. Beginning with year two (2) of the Initial Term, and each year thereafter until year six (6), the monthly rent will be increase by four percent (4%) over the previous year's rent. In year six (6), the monthly rent will be Two Thousand Five Hundred Fifty Two and Fifty Six One Hundredths Dollars (\$2,552.56) per month. Beginning with year seven (7) of the initial term and each year thereafter, including throughout any extension terms exercised, the monthly rent will be increased by five percent (5%) over the previous year's rent. Rent shall be paid in advance and delivered on the commencement date and every year thereafter to the address set forth in section 17 of this Lease.

The annual rent for each year of the Initial Term shall be as follows:

INITIAL TERM

YEAR 1	\$ 24,000.00
YEAR 2	\$ 24,960.00
YEAR 3	\$ 25,958.40
YEAR 4	\$ 26,996.74
YEAR 5	\$ 28,076.61
YEAR 6	\$ 30,630.76
YEAR 7	\$ 32,162.29
YEAR 8	\$ 33,770.41
YEAR 9	\$ 35,458.93
YEAR 10	\$ 37,231.87
YEAR 11	\$ 39,093.47
YEAR 12	\$ 41,048.14
YEAR 13	\$ 43,100.55
YEAR 14	\$ 45,255.57
YEAR 15	\$ 47,518.35

Rental amount shall be renegotiated before the end of the Initial Term, and before the end of each succeeding Option Term.

Within thirty (30) days following the Commencement Date, Lessee shall pay Lessor a one time initiation fee of \$2,623.41.

4. Use. Lessee shall use the Leased Space for the purpose of installing, maintaining, operating, repairing, replacing and removing an antenna array plus related cabling and associated equipment for wireless communications and uses incidental thereto. Copies of Lessee's FCC filing papers and any issued licenses must be provided to Lessor. Lessee shall not use the Leased Space for the provision of "cable service" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee use the Leased Space as a "cable communications system" as defined in sec. 99-3-5, Milwaukee Code of Ordinances. Lessee shall comply with Security policy for Wireless Tenants of Milwaukee Water Works as stated on Exhibit D

#### 5. Installation and Maintenance of Lessee's Equipment

a. The Equipment shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld, delayed or conditioned. These items shall be installed by Lessee at Lessee's cost. Subsequent maintenance and replacement of Equipment shall be the responsibility and at the discretion of Lessee. All improvements shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding.

b. This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to make or allow to be made, during the term of this Agreement or any Option Term, any such additions, deletions, or modifications to its own facilities at this location, which would interfere with Lessee's intended use. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities at this location.

c. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses from the Federal Communications Commission ("FCC") and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. Lessee shall provide Lessor with a copy of its Radio Station Authorization received from the FCC. Any radio interference to other radio systems using Lessor's Property, within 30 days of commencement of Lessee's operations, caused by Equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's critical public service communications, and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately correct the problem, or to

temporarily cease operation for interference with Lessor's critical public service communications systems shall, at the option of Lessor, constitute grounds for Lease termination.

d. Lessor will be responsible for necessary repair and maintenance of the Property. Lessee shall have the right to replace or upgrade its Equipment at any time during the term of the Lease without receiving prior approval from the Lessor provided that Lessee's replacement or upgrade does not violate any other provision of this Lease.

e. Lessee will be responsible for installation and payment of all utilities required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against Leased Space and the improvements constructed thereon by Lessee, if any.

f. Lessee and its authorized representatives shall have a right to ingress and egress to and from the Leased Space for the purposes set forth herein twenty-four (24) hours per day, seven days per week. Lessee shall comply with Security policy for Wireless Tenants of Milwaukee Water Works as stated on Exhibit D

g. Lessor must be supplied with the name, title, telephone number and pager number of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

#### 6. Termination.

a. By Lessee: It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action, which would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30-days written notice to Lessor.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose due to economic, technological or engineering reasons. Notice of Lessee's exercise of this right to terminate shall be given to Lessor in writing six (6) months in advance of intended termination date as provided under paragraph 17 below. All rentals paid for the lease of the Leased Space to said termination date shall be retained by Lessor. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

Lessee upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Leased Space to its original condition, reasonable wear and tear and damage not caused by Lessee excepted.

b. Default. Except as expressly limited herein, Lessor and Lessee shall each have such remedies for the default of the other party hereto as may be provided at law or equity following written notice of such default and failure to cure the same within thirty (30) days. Nevertheless, this Agreement may not be terminated if the defaulting party commences action to cure the default within 30 days and proceeds with due diligence to fully cure the default. With respect to Lessee's default, the cure period shall not exceed 90 days unless both parties agree in writing to extend the cure period.

7. Indemnification. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invitees, agents or contractors.

8. Insurance.

a. Liability. Lessee shall maintain, at its sole cost and expense, public liability insurance with an initial coverage limit of at least Five Million Dollars (\$5,000,000) per occurrence against any claims for personal injury or property damage. Such insurance may be maintained in any combination of primary or excess coverage and may be obtained in blanket form.

b. Property Damage. Lessor shall maintain, at its sole cost and expense, all perils insurance with extended coverage and replacement cost endorsements insuring the Property at its full insurable value. Lessee shall be responsible for obtaining its own coverages for its Equipment.

c. Additional Insured/Certificate of Insurance. The Lessor shall be named as an additional insured on all insurance policies described under subparagraph (a) of this Section as its interest may appear and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material reduction in any insurance coverage. A certificate of insurance showing that such coverage is in effect shall be provided to the Lessor within fifteen (15) days of the date first above written and annually thereafter during the term of this Lease.

9. [Reserved].

10. Casualty. In the event the Leased Space is destroyed or damaged in whole or in part by casualty during the term of this Lease or any Option Term, and to the extent that the Leased Space is not useful for Lessee's purposes, then at Lessee's option (exercised by notice to Lessor) this Lease may be terminated as of the date of the notice. In the event the Lease is not terminated by Lessee, the rent shall abate while and to the extent that the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

11. Environmental Pollutants. Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee shall not bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or if not sanctioned by the highest standards prevailing in the industry for the storage and use of such

substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (i) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. seq.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sc. 7412,, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

a. If, either during the term hereof or within two years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, and it is finally adjudicated that a release of Hazardous Materials has been caused by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall reasonably comply upon Lessor's request, concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

b. Lessee Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, or contractors, are finally adjudicated to be responsible, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessor, its officers, employees or agents; or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other property or onto the Leased Space and/or Property unless the migration is caused solely as a

result of the negligence or willful misconduct of Lessor, its officers or agents; or (iii) the treatment, disposal or storage of Hazardous Materials or the transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, or contractors; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

c. Lessor Indemnification of Lessee. Lessor agrees to indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph 11.c. shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by paragraph 11.c. shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

d. Condition of Property, Compliance with Law. Lessor represents that Lessor's Property (including without limitation, the location for the Leased Space) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Property and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 11.a, 11.b and 11.c shall survive the expiration or earlier termination of this Lease.

12. Quiet Enjoyment; Cooperation; Estoppel Letters. Lessor covenants and agrees that upon payment by Lessee of the rental under this Lease and upon the observance and

performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if such use does not hinder or interfere with Lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Lease. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Lease, and to join in any application or other document reasonably requested by Lessee.

Lessor and Lessee agree to furnish to each other upon request, letters confirming whether this Lease is in full force and effect free of known defaults and such other matters concerning the status of this Lease, which may be reasonably requested.

13. Lessor Representations. Lessor represents that it is seized of good and sufficient title and interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

14. Paragraph Headings: Entire Agreement: Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Lease. This Lease contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

15. Construction of Lease. This Lease shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Lease.

16. Assignment. Lessee's interest under this Lease may be freely assigned in connection with the transfer of the FCC authorization to operate a cellular common carrier mobile radio telephone communications system, so that the name and identity of the holder of Lessee's interest hereunder can be consistent with the name and identity of the holder of said FCC authorization. Any other assignment of this Lease by Lessee shall require Lessor's prior written consent.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given when received or rejected if mailed by first class mail, registered or certified, return receipt requested, with proper postage, or by nationally recognized, receipted overnight courier service, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):



LESSEE:

Cricket Communications, Inc.  
10307 Pacific Center Court  
San Diego, CA 92121  
Attn: Stefan Karnavas

LESSOR:

City of Milwaukee  
200 East Wells Street  
Room 606  
Milwaukee Wisconsin 53202  
(414) 286-8689

With a copy to:

Cricket Communications, Inc.  
10307 Pacific Center Court  
San Diego, CA 92121  
Attn: Legal Department – Real Estate

With a copy to:

Office of the City Attorney  
City Hall, Room 800  
200 East Wells Street  
Milwaukee, WI 53202  
(414) 286-2601

**Rent and any other fees due:**  
City of Milwaukee  
Department of Administration  
Attn: Robert Juhay  
200 E. Wells St., Room 606  
Milwaukee, WI 53202

18. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

19. Lease Memorandum. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Lease, which shall be in the form attached hereto as Exhibit D.

20. [Reserved].

22. Personal Property. The Lessee's Equipment shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

23. Waiver of Landlord's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment, which shall be deemed personal property for the purposes of this agreement, regardless of whether or not the same is deemed real or personal property under applicable law.

24. Condemnation. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither party





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

TAX ID NO.: 2620195100

Address: 8814 W. Lisbon Ave..  
Milwaukee, WI 53222

PROPERTY DESCRIPTION: That part of Lot 9 in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4's* of Section 9, Township 7 North, Range 21 East, more particularly described as follows, to-wit: Commencing at a point in the most Northerly corner of Lot 9, in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4's* of Section 9, Township 7 North, Range 21 East; running thence Southeasterly along the Northeasterly line of Lot 9 aforesaid, 66.32 feet to a point, said point lying 34.07 feet Northwesterly of the most Easterly corner of said Lot 9 and measured along its Northeasterly line; thence Southwesterly and parallel to the Southeasterly line of Lot 9 aforesaid, 120.00 feet to a point in the Southwest corner of said Lot 9; thence North along the West line of Lot 9 aforesaid 137.11 feet to the point of commencement.

EXCEPTING THEREFROM those lands conveyed by Warranty Deed recorded December 2, 1958, in Volume 3878, on Page 492, as Document No. 3701891, and described as follows: That part of Lot 9, in Block 5, in Peter Hilger's Subdivision No.2, being a Subdivision of a part of the Northwest *1/4* and Southwest *1/4* of Section 9, in Township 7 North, Range 21 East, and also a piece of land in the Northwest *1/4* of Section 9, in Township 7 North, Range 21 East, adjoining the Southwesterly corner of said Lot 9, all more particularly described as follows, to-wit: Commencing at a point in the Northeasterly line of said Lot 9, 34.07 feet Northwesterly of the most Easterly corner of said Lot 9, measured along its Northeasterly line; thence Southwesterly and parallel to the Southeasterly line of Lot 9 aforesaid 120 feet to a point in the Southwest corner of said Lot 9, said point also lying in the Northwesterly line of West Lisbon Avenue; running thence Northwesterly along the Northeasterly line of West Lisbon Avenue extended 6.00 feet to a point in a piece of land adjoining said Lot 9, said point lying 40.07 feet Northwesterly of the most Southerly corner of Lot 9 aforesaid; running thence Northeasterly and parallel to the Southeasterly line of Lot 9 aforesaid, 120 feet to a point in the Northeasterly line of said Lot 9; thence Southeasterly along said Northeasterly line 6.00 feet to the point of commencement.

**AND ALSO**

A piece of land in the West *1/2* of the Northwest *1/4* of Section 9, Township 7 North, Range 21 East, more particularly described as follows: Commencing at a point in the most Northerly corner of Lot 9, in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4's* of Section 9, Township 7 North, Range 21 East, said point also lying in the East line of the West *1/2* of said *1/4* Section; running thence South 0 deg. 02' East along the East line of the West *1/2* of said *1/4* Section, 137.11 feet to a point in the Northwesterly corner of said Lot 9, said point lying 60.00 feet Northeasterly of and measured at right angles to the center line of West Lisbon Avenue as originally laid out; thence North 61 deg. 06' West along a line which is parallel to and 60.00 feet Northeasterly of and measured at right angles to said center line of West Lisbon Avenue, 123.52 feet to a point; thence North 23 deg. 23' East 120.56 feet to a point in the Northeasterly line of said Lot 9 extended; thence South 61 deg. 06' East along the Northeasterly line of said Lot 9 extended 68.77 feet to the point of beginning.

**EXHIBIT "B"**

DESCRIPTION OF THE LEASED SPACE

Exterior space on the building's roof for Lessee's radio equipment cabinets.

Exterior tower space for the mounting of up to four antennas as depicted in the attachment.

Please refer to the attached construction drawing depicting the location of the equipment

**EXHIBIT "C"**

**LESSEE'S EQUIPMENT**

Up to four (4) antennas and lines and radio equipment cabinets measuring approximately 21 inches long by 19 inches wide by 58 inches tall. Lessee shall have the right to install wires, cables, conduits and pipes at various locations throughout the property subject to Lessor's approval, for the purpose of connecting antennas and equipment together and to utility source and installing utility meter.

Initial installation will included two (3) equipment cabinets and three (3) antennas with related cabling

**EXHIBIT "D"**

Memorandum of Lease

AFTER RECORDING, PLEASE RETURN TO:

Cricket Communications, Inc.  
10307 Pacific Center Court  
San Diego, CA 92121  
Attn: Legal Department

Memorandum of Lease

City of Milwaukee ("Landlord") and Cricket Communications, Inc., a Delaware corporation ("Tenant") entered into a Lease Agreement dated \_\_\_\_\_ ("Agreement") regarding a portion of the real property located at 5701 West McKinley Avenue in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as more particularly described in the attached Exhibit A ("Property").

The Agreement is for a term of five (5) years and will commence on the date as set forth in the Agreement (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth (5th) anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Agreement for five (5) additional five (5) year terms.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

**LANDLORD:**

**CITY OF MILWAUKEE**

BY: \_\_\_\_\_  
Tom Barrett, Mayor

BY: \_\_\_\_\_  
Ronald D. Leonhardt  
City Clerk

COUNTERSIGNED:







EXHIBIT A  
Legal Description

The Property is legally described as follows:

TAX ID NO.: 2620195100

Address: 8814 W. Lisbon Ave..  
Milwaukee, WI 53222

PROPERTY DESCRIPTION: That part of Lot 9 in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4*'s of Section 9, Township 7 North, Range 21 East, more particularly described as follows, to-wit: Commencing at a point in the most Northerly corner of Lot 9, in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4*'s of Section 9, Township 7 North, Range 21 East; running thence Southeasterly along the Northeasterly line of Lot 9 aforesaid, 66.32 feet to a point, said point lying 34.07 feet Northwesterly of the most Easterly corner of said Lot 9 and measured along its Northeasterly line; thence Southwesterly and parallel to the Southeasterly line of Lot 9 aforesaid, 120.00 feet to a point in the Southwest corner of said Lot 9; thence North along the West line of Lot 9 aforesaid 137.11 feet to the point of commencement.

EXCEPTING THEREFROM those lands conveyed by Warranty Deed recorded December 2, 1958, in Volume 3878, on Page 492, as Document No. 3701891, and described as follows: That part of Lot 9, in Block 5, in Peter Hilger's Subdivision No.2, being a Subdivision of a part of the Northwest *1/4* and Southwest *1/4* of Section 9, in Township 7 North, Range 21 East, and also a piece of land in the Northwest *1/4* of Section 9, in Township 7 North, Range 21 East, adjoining the Southwesterly corner of said Lot 9, all more particularly described as follows, to-wit: Commencing at a point in the Northeasterly line of said Lot 9, 34.07 feet Northwesterly of the most Easterly corner of said Lot 9, measured along its Northeasterly line; thence Southwesterly and parallel to the Southeasterly line of Lot 9 aforesaid 120 feet to a point in the Southwest corner of said Lot 9, said point also lying in the Northwesterly line of West Lisbon Avenue; running thence Northwesterly along the Northeasterly line of West Lisbon Avenue extended 6.00 feet to a point in a piece of land adjoining said Lot 9, said point lying 40.07 feet Northwesterly of the most Southerly corner of Lot 9 aforesaid; running thence Northeasterly and parallel to the Southeasterly line of Lot 9 aforesaid, 120 feet to a point in the Northeasterly line of said Lot 9; thence Southeasterly along said Northeasterly line 6.00 feet to the point of commencement.

**AND ALSO**

A piece of land in the West *1/2* of the Northwest *1/4* of Section 9, Township 7 North, Range 21 East, more particularly described as follows: Commencing at a point in the most Northerly corner of Lot 9, in Block 5 of Peter Hilger's Subdivision No.2, being a subdivision of a part of the Northwest and Southwest *1/4*'s of Section 9, Township 7 North, Range 21 East, said point also lying in the East line of the West *1/2* of said *1/4* Section; running thence South 0 deg. 02' East along the East line of the West *1/2* of said *1/4* Section, 137.11 feet to a point in the Northwesterly corner of said Lot 9, said point lying 60.00 feet Northeasterly of and measured at right angles to the center line of West Lisbon Avenue as originally laid out; thence North 61 deg. 06' West along a line which is parallel to and 60.00 feet Northeasterly of and measured at right angles to said center line of West Lisbon Avenue, 123.52 feet to a point; thence North 23 deg. 23' East 120.56 feet to a point in the Northeasterly line of said Lot 9 extended; thence South 61 deg. 06' East along the Northeasterly line of said

Lot 9 extended 68.77 feet to the point of beginning.