

LEASE AGREEMENT

This Agreement ("Lease" or "Agreement"), made this 11th day of June, 2000, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and VoiceStream PCS, BTA 1 Corp., hereinafter referred to as "Lessee."

RECITALS

A. Lessor is the owner of a building located on the Property at 1640 South 24th Street 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 herein referred to as "the Leased Space" as described in Exhibit "B" and 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. Within the Leased Space, Lessee desires at its expense, to install and maintain improvements, personal property and facilities necessary for its intended use, including without limitation, radio transmitting and receiving antenna, microwave dishes, equipment shelters, radio equipment cabinets, and related cables and utility lines (the "Equipment") as described in Exhibit C.

C. Lessor is willing to rent to Lessee the Leased Space and 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 under the following terms and conditions.

AGREEMENT

1. Term.

a. Initial Term. This Agreement shall be for an initial term of five (5) years ("Initial Term"), commencing upon commencement of construction.

b. Option to Extend. Lessee shall have the option to extend the term of this Lease for four (4) additional periods of five (5) years (each additional five year period being an "Option Term"), 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 before 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 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 5 percent (x%) 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 its Equipment and Improvements, including all supporting apparatus. This Termination by Lessor for Special Purpose may not be exercised in the first four years of this Lease (years 1-4 of the Initial Term).

3. Rent. Annual rent shall \$11,700.00 for the first year of the Initial Term, increased every year of the Initial Term by five percent (5%). Rent shall be paid in advance and delivered on the commencement date and every year thereafter to the address set forth in this Lease for giving notices.

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

<u>INITIAL TERM</u>	
YEAR 1	\$ 11,700.00
YEAR 2	\$12,285.00
YEAR 3	\$ 12,899.00
YEAR 4	\$ 13,544.00
YEAR 5	\$14,221.00

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

4. Use. Lessee shall use the Leased Space for the purpose of installing, maintaining, and operating a nine-antenna array plus related cabling 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.

5. Installation.

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 the 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 and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. 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 anytime during the term of the Lease without receiving prior approval from the Lessor provided that Lessee's Equipment 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 will notify the proper agents or authorities informing Lessor of their intentions and actions.

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. 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 One Million Dollars (\$1,000,000) against any claims for personal injury or property damage relating to or arising from the installation, existence, use, repair, maintenance, replacement or removal of the antenna array or Equipment by a single Person or for the aggregate of claims by any number of people arising out of a single occurrence.

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 in this Section and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material change 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. Sec. 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, 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 execute affidavits, representations and the like from time to time during the term hereof or within two years of its expiration, at 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, contractors, or invitees are responsible, 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; 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, contractors or invitees; 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. This Agreement may not be sold, assigned, or transferred at any time by Lessee except to Lessee's partners, affiliates or subsidiaries. Except as to those parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

VoiceStream PCS, BTA 1 Corp.
5235 North Ironwood Road
Glendale, WI 53217
Attn. PCS Lease Administration

LESSOR:

City of Milwaukee
Department of Administration
200 East Wells Street, Room 606
Milwaukee Wisconsin 53202

(414) 286-8689

With a copy to:

VoiceStream Wireless Corp.
3650 131st Avenue SE, Suite 200
Bellevue, WA 98006
Attn: PCS Lease Administration

With a copy to:

Office of the City Attorney
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202

(414) 286-2601

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.

20. [Reserved].

22. Personal Property. The Lessee's Equipment and all related equipment and antennas 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.

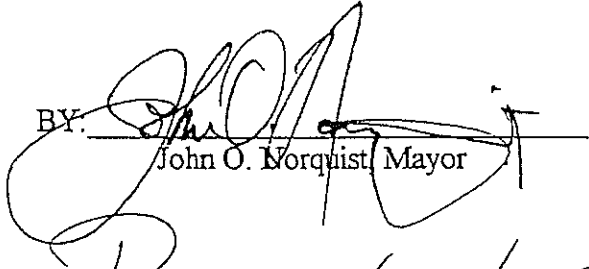
23. Waiver of Landlord's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment and all related equipment and antennas, which shall be deemed personal property for the purposes of this agreement, 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 shall have any interest in any award granted to the other. In the event of such a taking, any excess prepaid rent shall be promptly repaid to Lessee.

IN WITNESS WHEREOF, the City of Milwaukee, Lessor, and VoiceStream PCS, BTA 1 Corp., Lessee, have executed this document on the date first written above.

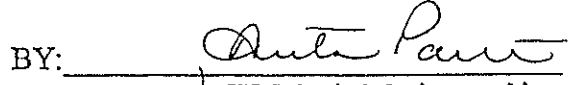
LESSOR:

CITY OF MILWAUKEE

BY: 
John O. Norquist Mayor

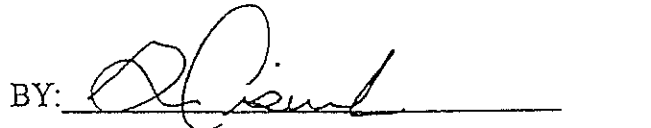
BY: 
Ronald D. Leonhardt
City Clerk

COUNTERSIGNED:

BY: 
W. Martin Morics *clw*
City Comptroller

LESSEE:

VoiceStream PCS, BTA 1 Corp.

BY: 
GREG CISEWSKI
REGIONAL VP OF OPS AND DEV

Witness

(Typed Name & Title)

First Amendment Lease Agreement

This First Amendment to Lease Agreement ("First Amendment") is made effective the ___ day of April 2005, by and between VoiceStream PCS II Corporation, a Delaware corporation, successor in interest to, VoiceStream PCS BTA I Corporation ("Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation ("Landlord"), collectively referred to as the "Parties."

Recitals

WHEREAS, Tenant and Landlord entered into that certain Lease dated June 1, 2000 ("Lease"); and

WHEREAS, Tenant and Landlord have renegotiated the annual rent amount rate in accordance with section 1(b) of the Lease; and

WHEREAS, Tenant and Landlord desire to allow for Tenant's potential future installation of additional equipment; and

WHEREAS, Tenant and Landlord desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. The Recitals to this First Amendment are expressly made a part of the Lease and incorporated herein by this reference.
2. Annual rent, in accordance with Section 1(b) of the Lease, shall be amended as follows:

LEASE YEAR	ANNUAL RENT
YEAR 6	\$18,000.00
YEAR 7	\$18,540.00
YEAR 8	\$19,096.00
YEAR 9	\$19,669.00
YEAR 10	\$20,259.00

3. Notwithstanding anything to the contrary contained in the Lease, within Tenant's Leased Space, Tenant shall be permitted to install additional antennas, coaxial cable, equipment cabinets, related hardware and utility lines (collectively, the "Installation"), without any increase to annual rent; provided, said Installation shall be subject to Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, Tenant agrees that any Installation shall be in accordance with all applicable laws, ordinances, governmental regulations and permitting requirements. Further, Tenant

agrees to perform all necessary structural analysis for said Installation and provide evidence to Landlord upon Landlord's request.

4. All capitalized terms shall have the same meaning as in the Lease.
5. Except as modified by this First Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the Parties.


IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year written above.

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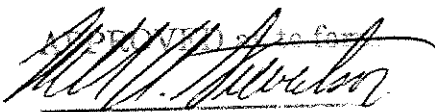
Tenant:

VoiceStream PCS II Corporation

By: 

Name: Greg Cisewski
Vice President
Engineering & Operations-Midwest

Title: _____

APPROVED on behalf of

Michael A. Sievers

Landlord:

City of Milwaukee

By: _____

Name: Ronald D. Leonhardt

Title: Clerk

By: _____

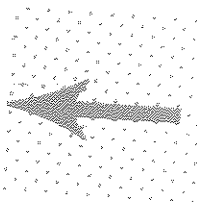
Name: W. Martin Morics

Title: City Comptroller

By: _____

Name: Tom Barrett

Title: Mayor



SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) is made as of the 1st day of June, 2010, by and between T-MOBILE CENTRAL LLC, as successor in interest to VOICE STREAM PCS, BTA I CORP. (“Tenant”) and the CITY OF MILWAUKEE, a Wisconsin municipal corporation (“Landlord”).

RECITALS

WHEREAS, Tenant and Landlord entered into that certain Lease dated June 1, 2000 and amended April __, 2005 (as amended, the “Lease”); and

WHEREAS, Tenant and Landlord wish to extend and amend the Lease as set forth below.

NOW, THEREFORE, the parties hereto agree as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Lease):

1. The term of the Lease shall be and is hereby extended for five (5) years, from _____, through _____. During the extended term annual rent, in accordance with Section 1(b) of the Lease shall be as follows:

<u>Lease Year</u>	<u>Annual Rent</u>
11	\$20,866
12	\$21,492
13	\$22,137
14	\$22,801
15	\$23,485

2. The following provisions relating to security, maintenance, access and interference shall be incorporated into the Lease:

- a. If requested, Tenant must power down its Equipment for any inspection by Landlord, such request to be on not less than 24 hours prior notice to Tenant, except in the event of emergency.

- b. If necessary for site improvement or maintenance, Tenant must temporarily relocate from the Leased Space at Tenant’s expense and on Landlord’s schedule, but Landlord must provide at least 120 days’ written notification and a suitable location for Tenant to place and operate a COW (Cellular Tower on Wheels).

- c. If Tenant requires Landlord authorization or assistance to access its Equipment on the Leased Space, Tenant shall provide Landlord at least 24 hours advance notice. Such access will be available only Monday through Friday (excluding holidays) during the hours of 7:00 a.m. to 3:00 p.m.

d. If Tenant does not require Landlord assistance to access their Equipment, Tenant nevertheless shall telephonically notify Landlord of its presence on the Leased Space.

e. Landlord personnel must be present during any Equipment installation or other work that may affect Landlord's operations on the Property. Tenant will provide a construction schedule and Landlord will provide personnel in accordance with that schedule. No advanced notice is required for emergencies and customer impacting issues.

f. After any change in or to the Equipment on the Leased Space, Tenant shall perform, at its expense, a radio frequency assessment and an intermodulation study ("Tests"). The results of such Tests must be provided to the Landlord promptly and Landlord reserves the right to require Tenant, at its expense, to remedy any condition that negatively impacts, by interference or otherwise, other users of the Leased Space or employee health, safety and welfare. If the Landlord or another tenant of the Landlord causes interference to Tenant's equipment, Landlord shall remedy any condition negatively impacting Tenant.

3. Except as modified by this Second Amendment, the Lease shall continue in full force and effect as provided therein.

Signatures appear on following page

IN WITNESS WHEREOF, Tenant and Landlord have caused this Second Amendment to be executed by their duly-authorized representatives as of the date set forth above.

**LANDLORD
CITY OF MILWAUKEE**

By: _____
Tom Barrett
Mayor

By: _____
Ronald D. Leonhardt
City Clerk

Countersigned:

By: _____
W. Martin Morics
City Comptroller

**TENANT
T-MOBILE CENTRAL LLC**

By: _____
Faisal Afridi, Area Director

Approved as to form and execution this _____
day of _____, 2010 by _____.

Site # ML10014C
Market: ML

AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE (“Amendment”) is made and entered into by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware Limited Liability Corporation (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Lease dated June 1, 2000 (including any prior amendments, the “Lease”), with respect to Premises located at 1640 S. 24th St., Milwaukee, WI.

B. Landlord and Tenant desire to enter into this 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, Landlord and Tenant covenant and agree as follows:

1. Effective as of _____, 2012, Tenant will have the right to modify its Antenna Facilities as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. Tenant’s notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site #ML10001A

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

4. Landlord 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, Landlord has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**T-Mobile Central LLC
a Delaware Limited Liability Corporation**

By: _____
Name: _____
Title: _____
Date: _____

LESSOR:
CITY OF MILWAUKEE

BY: _____
Tom Barrett, Mayor

BY: _____
James R. Owczarski, City Clerk

COUNTERSIGNED

BY: _____
Martin Matson, City Comptroller

Approved as to form and execution this ___ day of _____, 2012.

Jeremy R. McKenzie
Assistant City Attorney

EXHIBIT A

Antenna Facilities

[See Attached]

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE (“Amendment”) is made and entered into this day of _____, 2016 by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Lease dated June 1, 2000 (including any prior amendments, the “Lease”), with respect to Premises located at 1640 S. 24th Street, Milwaukee, WI.

B. Landlord and Tenant desire to enter into this 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. Effective as of _____, 2016 Tenant will have the right to modify its Equipment as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.
2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, 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 Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
3. Landlord represents and warrants to Tenant that the consent or approval of no third party, including and 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, Landlord has obtained any and all such consents or approvals.
4. The persons who have executed this Amendment represent and warrant they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

Site Number: ML10014C
Site Name: Southside Health Center
Market: ML

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the execution by the last party to sign.

LESSOR:
City of Milwaukee

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Site Number: ML10014C
Site Name: Southside Health Center
Market: ML

Exhibit A

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE (“Amendment”) is made and entered into this day of _____, 2016 by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Lease dated June 1, 2000 (including any prior amendments, the “Lease”), with respect to Premises located at 1640 S. 24th Street, Milwaukee, WI.

B. Landlord and Tenant desire to enter into this 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. Effective as of _____, 2017 Tenant will have the right to modify its Equipment as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.
2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, 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 Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
3. Landlord represents and warrants to Tenant that the consent or approval of no third party, including and 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, Landlord has obtained any and all such consents or approvals.
4. The persons who have executed this Amendment represent and warrant they are duly authorized to execute this Amendment in their individual or representative capacity as indicated.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of the execution by the last party to sign.

TENANT:

**T-Mobile Central LLC,
a Delaware Limited Liability Company**

By: _____

Name: _____

Title: _____

Date: _____

LESSOR:

CITY OF MILWAUKEE

By: _____
Tom Barrett, Mayor

By: _____
Jim Owczarski, City Clerk

COUNTERSIGNED

By: _____
Martin Matson, Comptroller

**Approved as to form and execution
this ____ day of _____, 2016.**

Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this ____ day of _____, 2016.

**Jeremy R. McKenzie
Assistant City Attorney
State Bar No. 1051310**

Site Number: ML10014C
Site Name: Southside Health Center
Market: ML

Exhibit A

Site: ML10014C
Site Name: Southside Health Center
Market: ML

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE (“Amendment”) is made and entered into this day of _____, 2020 by and between City of Milwaukee, a Wisconsin Municipal Corporation (“Landlord”), and T-Mobile Central LLC, a Delaware limited liability company (“Tenant”).

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Lease dated June 1, 2000 (including any prior amendments, the “Lease”), with respect to Premises located at 1640 S. 24th Street, Milwaukee, WI.

B. Landlord and Tenant desire to enter into this 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, Landlord and Tenant covenant and agree as follows:

1. Effective as of the date of full execution of this Sixth Amendment Tenant will have the right to modify its Equipment as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

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

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

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

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

TENANT:

**T-Mobile Central LLC,
A Delaware limited liability company**

By: _____

Name: _____

Title: _____

Date: _____

LESSOR:

CITY OF MILWAUKEE

By: _____

Tom Barrett, Mayor

By: _____

Jim Owczarski, City Clerk

COUNTERSIGNED

By: _____

Martin Matson, Comptroller

Approved as to form and execution

This ____ day of _____, 2020.

Assistant City Attorney

Signatures of Tom Barrett, Jim Owczarski and Martin Matson authenticated this ____ day of _____, 2020.

**Jeremy R. McKenzie
Assistant City Attorney
State Bar No. 1051310**

**Site: ML10014C
Site Name: Southside Health Center**

Market: ML

Exhibit A

SEVENTH AMENDMENT TO LEASE AGREEMENT

This Seventh Amendment to Lease Agreement (“**Seventh Amendment**”) is made effective the ____ day of 5/28/2025, by and between T-Mobile Central LLC, a Delaware limited liability company, as successor in interest to VOICESTREAM PCS II CORPORATION, as successor in interest to VOICESTREAM PCS, BTA I CORP. (“**Tenant**”), and City of Milwaukee, a Wisconsin municipal corporation (“**Landlord**”). Landlord and Tenant are collectively referred to herein as the “**Parties**.”

RECITALS

The parties hereto recite, declare and agree as follows:

A. Landlord’s and Tenant’s predecessors in interest entered into that certain Lease Agreement effective June 1, 2000, as amended by that First Amendment to Lease Agreement dated April 2005 (“**First Amendment**”), as amended by that Second Amendment to Lease Agreement dated June 1, 2010 (“**Second Amendment**”), as amended by that Third Amendment to Lease Agreement dated November 15, 2012 (“**Third Amendment**”), as amended by that Notice to Extend dated December 19, 2014 (“**Fourth Amendment**”), as amended by that Fifth Amendment to Lease Agreement dated January 5, 2018 (“**Fifth Amendment**”), as amended by that Sixth Amendment to Lease Agreement dated August 25, 2020 (“**Sixth Amendment**”) (collectively, the “**Lease**”), pursuant to which Tenant is leasing space for a telecommunications facility at 1640 S. 24th St., Milwaukee, WI 53204 (as more fully described in the Lease, the “**Premises**”).

B. Tenant and Landlord desire to enter into this Seventh Amendment in order to modify and amend certain provisions of the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing Recitals are expressly made a part of this Seventh Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Lease.

2. The term of the Lease is hereby extended to midnight on June 18, 2030 (the “**Current Term**”), and Tenant shall have the right to extend this Lease for five (5) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Lease except as amended. The Lease shall automatically renew for each Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew the Lease at least one hundred and twenty (120) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Tenant shall remain in possession of the Premises at the

expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. Five Percent (5%) annual rent escalator shall remain.

4. Tenant's addresses for notice purposes in section 2 of the Third Amendment are hereby deleted and replaced with the following:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/Site No. ML10014C

5. Each person signing this Seventh Amendment on behalf of Landlord or Tenant represents that he or she is duly authorized to sign this Seventh Amendment and to bind the Party on behalf of which such person is signing. If there is a conflict between the Lease and this Amendment, this Seventh Amendment shall prevail.

6. Landlord warrants and represents that the consent or approval of no third party, including, without limitation, a lender, is required with respect to Landlord's execution of this Seventh Amendment, or if any such third party consent or approval is required, Landlord has obtained any and all such consents or approvals.

7. The Lease remains in full force and effect as amended by this Seventh Amendment and is hereby ratified and confirmed by the Parties.

8. This Seventh 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 Seventh Amendment shall legally bind the parties to the same extent as original documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Seventh Amendment to be executed by their duly authorized representatives as of the date first written above.

Lessee:

T-MOBILE CENTRAL LLC
a Delaware Limited Liability Company

DocuSigned by:
Lucia Renteria
By: OCED37BCA7214E7...
Name: Lucia Renteria
Title: Sr Director, Eng. Development

Lessor:

CITY OF MILWAUKEE
a Wisconsin Municipal Corporation

By: [Signature]
Name: Cavalier Johnson
Title: Mayor



Initial
LR

DS
[Signature]

By: [Signature]
Name: James Owszarski
Title: City Clerk

COUNTERSIGNED

By: for [Signature]
Name: Bill Christianson
Title: Comptroller

Approved as to form and execution
This 28th day of May, 2025.

[Signature]
Jordan M. Schettle
Assistant City Attorney
State Bar No. 1104571