

LEASE AGREEMENT

This Agreement ("Lease" or "Agreement"), made this 24th day of August, 2001, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as "Lessor", and TeleCorp Realty, L.L.C., a Delaware limited liability company, hereinafter referred to as "Lessee."

RECITALS

A. Lessor is the owner of a Monopole located on the Property at 8814 West Lisbon Avenue, 53222 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 shelter, antennas and appurtenances as described on Exhibit "C" attached hereto and incorporated herein ("Lessee's Equipment").

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 as of August 24, 2001.

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 extending 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 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. 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 be \$19,200.00 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	<u>\$ 19,200.00</u>
YEAR 2	<u>\$ 20,160.00</u>
YEAR 3	<u>\$ 21,168.00</u>
YEAR 4	<u>\$ 22,226.40</u>
YEAR 5	<u>\$ 23,337.72</u>

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 PCS antenna array plus related radio equipment and cabling for wireless communications and uses incidental thereto. Copy 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 antennas and appurtenances described in Exhibit "B" 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. Lessee shall install these items at Lessee's cost. Subsequent maintenance and replacement 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.

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 that 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 shall within a reasonable period following termination of this Agreement, 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 Shelter 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 coverage for its equipment, antennas and appurtenances.

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 (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 this section 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:

TeleCorp Realty, L.L.C.

1010 N. Glebe Road, Suite 800
Arlington, Virginia 22201
Attention: General Counsel
(703) 236-1125

With a copy to:

TeleCorp Realty, L.L.C.
Vice President & General Manager
115 South 84th Street, Suite 101
Milwaukee, WI 53214
(414) 283-0080

LESSOR:

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

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].

21. Broker's Commission. The parties mutually represent and warrant that no commission or consulting fees have been paid or are payable to any real estate brokers, consultants or agents in connection with this Lease.

22. Personal Property. The Lessee's Equipment Shelter 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.

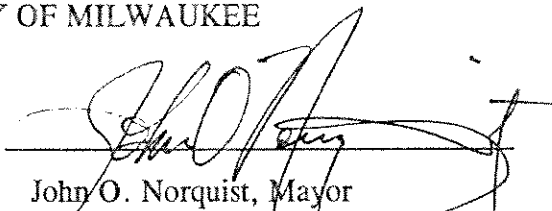
23. Waiver of Landlord's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment Shelter and all related equipment and antennas, which shall be deemed personal property for the purposes of this agreement, 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 TeleCorp Realty, L.L.C., Lessee, have executed this document on the date first written above.

LESSOR:

CITY OF MILWAUKEE

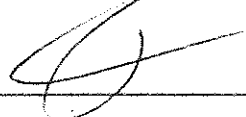
BY: 
John O. Norquist, Mayor

BY: 
Ronald D. Leonhardt, City Clerk

LESSEE:

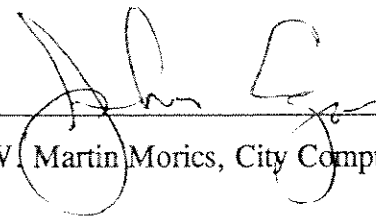
TeleCorp Realty, L.L.C.

BY: TeleCorp Communications, Inc.
ITS: Managing Member

BY: 
PRINT NAME: Thomas H. Sullivan
TITLE: President

Witness: _____

COUNTERSIGNED:

BY:  **DEPUTY**
for W. Martin Morics, City Comptroller

32256

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

That part of Lot nine (9) in Block five (5) of Peter Hilger's Subdivision No. 2 being a subdivision of a part of the northwest and southwest one-quarter (N.W. & S.W. 1/4) of Section nine (9), Township seven (7) north, Range twenty-one (21) east, more particularly described as follows, to-wit: Commencing at a point in the most northerly corner of Lot nine (9), in Block five (5) of Peter Hilger's Subdivision No. 2, being a subdivision of a part of the northwest and southwest one-quarter (N.W. & S.W. 1/4) of Section nine (9), Township seven (7) north, Range twenty-one (21) east; running thence southeasterly along the northeasterly line of Lot nine (9) aforesaid, sixty-six and thirty-two one-hundredths (66.32) feet to a point, said point lying thirty-four and seven one-hundredths (34.07) feet northwesterly of the most easterly corner of said Lot nine (9) and measured along its northeasterly line; thence southwesterly and parallel to the southeasterly line of Lot nine (9) aforesaid, one hundred twenty and no one-hundredths (120.00) feet to a point in the southwest corner of said Lot nine (9); thence north along the west line of Lot nine (9) aforesaid one hundred thirty-seven and eleven one-hundredths (137.11) feet to the point of commencement. (F-22671).

EXHIBIT B

DESCRIPTION OF THE LEASED SPACE

The Leased Premises shall consist of 13 ' x 20 ' ground space and antenna mounting space along with easement rights for access to the Premises by vehicle or foot from the nearest public way and for the installation of utility wires, poles, cables, conduits and pipes on the Property in the approximate locations as depicted below:

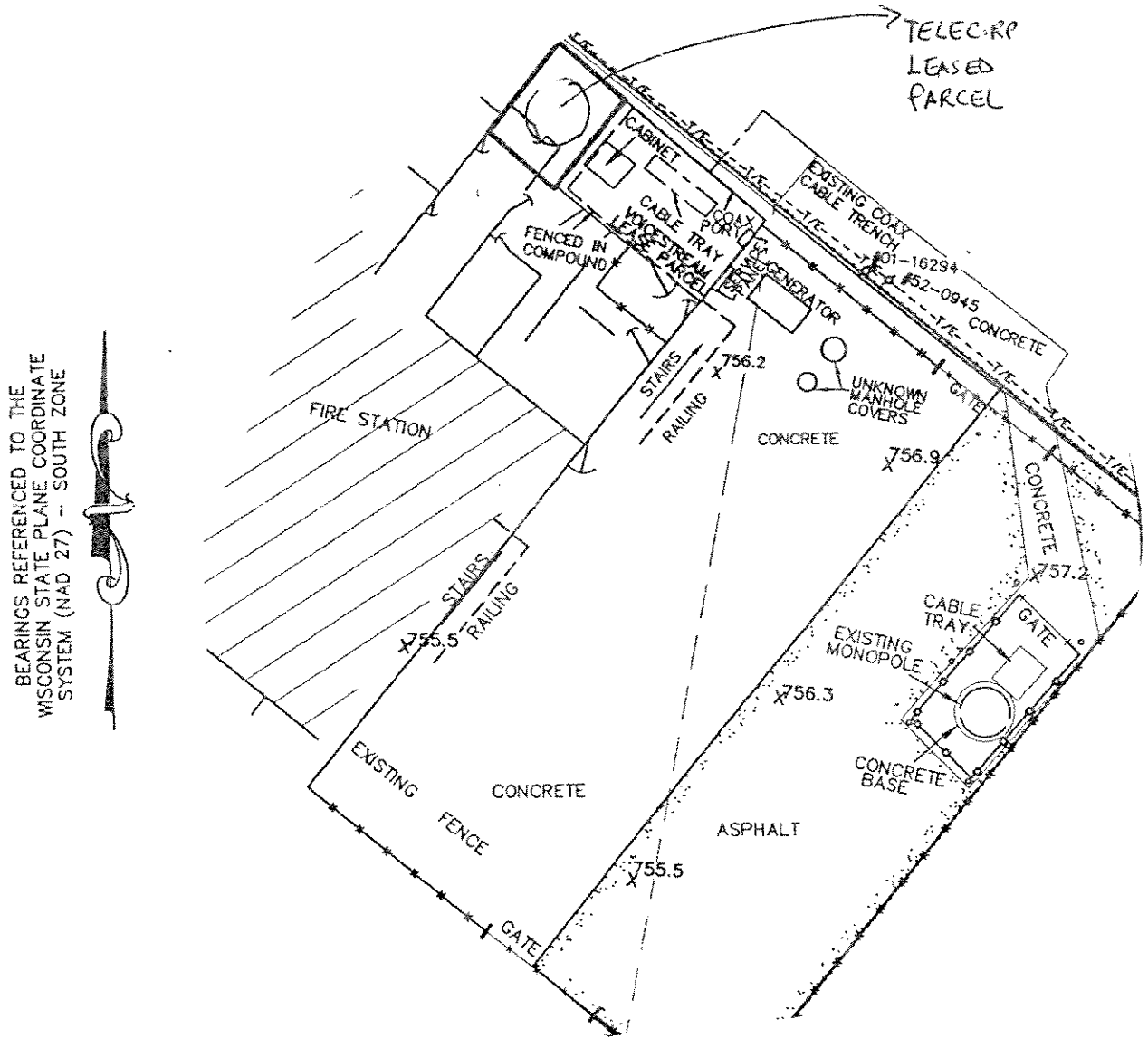


Exhibit "B" will be superseded by a copy of the Construction Plan Drawings.

EXHIBIT C

LESSEE'S EQUIPMENT

The following Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Leased Premises.

Nine (9) panel antennas measuring approximately 72" height x 7" width x 3" depth mounted at 100' on the Tower.

Nine (9) cables measuring 1 5/8."

Equipment cabinets on a support frame contained within Leased Premises.

Two (2) microwave dishes measuring approximately two feet (2') in diameter mounted at a height on the Tower to be determined at a later date.

Two (2) cables measuring 1 5/8."