



February 4, 2025

City of Wauwatosa
Attn: John Ruggini
7725 W North Avenue
Wauwatosa, WI 53213

Re: Crown Castle BU Number: 824445
Cell Site Name: 824445
Site Address: 1155 N. 73rd St, Wauwatosa, WI 53213

Dear John Ruggini:

The enclosed documents are being provided to you pursuant to certain deal terms that were discussed and agreed upon with your MD7 Lease Consultant, Daniel Prieto.

MD7 is working directly with Crown Castle to facilitate and handle the closing process for this transaction. Please call me at **(469) 854-3255** when you receive this package, and I will guide you through the process of signing and notarizing the following:

1. **First Amendment To License Agreement** (two originals)
 - Complete the signature blocks with signature, name, title **in the presence of a Notary Public**
2. **Memorandum Of First Amendment To License Agreement** (two originals)
 - Complete the signature blocks with signature, name, title **in the presence of witness a Notary Public**
3. **IRS Form W-9 for the Payee** (one original **per payee**)
 - Complete the enclosed form per the instructions
 - Complete the signature line with signature and date
4. **Please provide one of the following documents evidencing landlord's signing authority for the enclosed transaction documents**
 - By-Laws, Meeting Minutes, and/or Corporate Resolution

A return-addressed, pre-paid **Federal Express** envelope is included for your convenience (to locate the nearest drop-off, call **800.463.3339** or visit www.fedex.com/dropoff).

Should you require the services of a mobile **Notary Public**, please contact me directly to arrange for this service.

Once all documents relating to this transaction have been fully executed, Crown Castle will provide you with a complete set of final transaction documents. Please feel free to make your own copies at this time; however, it is important that you return **all** of the original documents enclosed in this package.

Failure to comply with these instructions will result in delays and could require the documents to be re-executed.

If you have any questions regarding the enclosed documents, please feel free to contact me at **(469) 854-3255** or by email at khastings@md7.com.

If you have specific questions related to the proposed deal terms, please contact your MD7 Lease Consultant, Daniel Prieto at **(469) 854-3415** or by email at dprieto@md7.com.

Sincerely,

Kari Hastings, MD7
On behalf of Crown Castle
(469) 854-3255
khastings@md7.com

Enclosures

ORIGIN ID:RRLA (414) 479-8962
JOHN RUGGINI: FINANCE DIRECTOR
CITY OF WAUWATOSA
7725 W NORTH AVENUE
WAUWATOSA, WI 53213
UNITED STATES US

SHIP DATE: 24 JAN 25
ACTWGT: 1.00 LB
CAD: 260414127/WSEX13700
BILL SENDER

TO DEBRA ORR
CROWN CASTLE
1220 AUGUSTA DRIVE
SUITE 600
HOUSTON TX 77057

5803JEC17/0604

(713) 570-3174 REF: NULL | 824445
INV: PO: CROWN CLOSING DEPT:



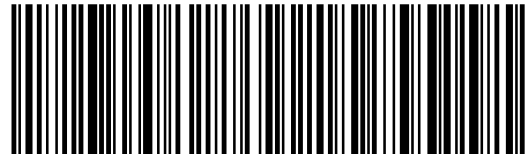
MON - 27 JAN 5:00P
STANDARD OVERNIGHT

TRK# 2847 3684 7925
0201

77057

XA HOUA

TX-US IAH





INSTRUCTIONS FOR THE NOTARY

Please make sure all of the fields in the Acknowledgement sections are complete:

- Review the Acknowledgement to make sure it conforms to the requirements of your state. If it does not, attach your separate certificate form for completion
- Add the State/Commonwealth where you performed the notarization
- Add the County where you performed the notarization
- Add the date the signer personally appeared before you and when you completed the notarization
- The signer's printed name in the Acknowledgement must match the signer's signature block exactly as printed or written**
- Sign your name exactly as it appears on your Notary commission
- Affix your seal properly and make sure it is clear and legible
- Print your name exactly as it appears on your Notary commission and Notary seal (regardless if the Notary seal contains this information)

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF WAUWATOSA**, a Wisconsin municipal corporation, having a mailing address of 7725 W. North Avenue, Wauwatosa, WI 53213 (the “**City**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to VoiceStream PCS II Corporation, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: License Compliance (the “**Company**”).

WITNESSETH:

WHEREAS, the City entered into that License Agreement dated August 1, 2003 (the “**License**”) VoiceStream PCS II Corporation, as licensee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “**Premises**”); and

WHEREAS, the License has an original term (including all extension terms) that will terminate on September 22, 2033 (the “**Original Term**”) and the parties desire to amend the License to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The License is hereby amended as follows:

(a) Renewal Terms. In addition to the renewal terms set forth in Section 2 of the License, the Company shall have the option to extend the License for six (6) additional five (5) year renewal terms. Each such option shall be deemed automatically exercised by the Company unless the Company gives written notice to the City of the Company’s intention not to exercise such option at least sixty (60) days prior to the expiration of the then current renewal term.

If all such options to extend are exercised, then the final expiration of the License shall occur on September 22, 2063.

(b) License Fees. Section 3 of the License is hereby deleted in its entirety and the following is substituted in lieu thereof:

If the Company subleases, licenses or grants similar rights of occupancy in the Premises to any party (each a “**Subtenant**”), the Company shall pay to the City, as the sole compensation to the City for the use of the Premises, fifty percent (50%) of the rental, license or similar payments actually received by the Company (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) from each such Subtenant (the “**License Fee**”). The License Fee shall be paid to the City within thirty (30) days after receipt of said payment by the Company. The Company shall have no obligation for payment to the City of such share of rental, license or other similar payments if not actually

received by the Company. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the License. the City acknowledges that the City shall have no recourse against the Company as a result of the failure of payment or other obligation by a Subtenant. The Company shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation of the Company to do so.

Any reference to the term “annual License Fee” in the License shall be deemed to refer to the then current License Fee due as set forth above.

(c) **Right of First Refusal.** If the City receives an offer that it intends to accept from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring the City’s interest in the License to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, any or all of the City’s interest in the License including the rent or revenue derived therefrom, or any other interest in the License, or an option for any of the foregoing, the City shall provide written notice to the Company of said offer (the “**City’s Notice**”), and the Company shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine the Company’s possessory or economic interest in the Premises. The City’s Notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the City’s Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If the Company does not exercise its right of first refusal by written notice to the City given within thirty (30) days, the City may convey the property as described in the City’s Notice. If the Company declines to exercise its right of first refusal, then the License shall continue in full force and effect and the Company’s right of first refusal shall survive any such conveyance. The Company shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the License or as part of an assignment of the License. Such assignment may occur either prior to or after the Company’s receipt of the City’s Notice and the assignment shall be effective upon written notice to the City.

(d) Section 6 of the License is hereby deleted in its entirety and the following is substituted in lieu thereof:

6. **Modifications.** Company may update or replace the Communications Facilities from time to time with reasonable prior notice to City, provided the external appearance of any replacement Communications Facilities installed is substantially the same in appearance as the existing Communication Facilities. Company shall not make material modifications to the external appearance of the Communications Facilities without the City's prior written approval. Such approval shall be at the City's sole discretion. Company shall submit to the City a proposal for such material modifications and any supplemental materials as may be requested for

City's review, which shall not be unreasonably conditioned, withheld or delayed. If approved, such material modifications shall be made at Company's sole expense. On making such modifications, Company shall provide to City updated "as built" drawings in the manner specified in Paragraph 5(b).

(e) **Notice.** Section 36 of the License is hereby amended to reflect the following notice address for the Company:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attention: License Compliance
RE: Site # ML22224A – Hart Park

With a copy to:

CCTMO LLC
General Counsel
Attention: Legal Department - Real Estate
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the License are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. The City and the Company ratify, confirm and adopt the License as of the date hereof and acknowledge that there are no defaults under the License or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the License. In case of any inconsistency between the License and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** The City agrees to provide the Company with a completed IRS Form W-9, or its equivalent, upon execution of this License and at such other times as may be reasonably requested by Company. In the event the Premises is transferred, the succeeding licensor shall have a duty at the time of such transfer to provide the Company with a Change of Ownership Form as provided by the Company and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the License Fee to the new licensor. If the City fails to provide the IRS Form W-9 within thirty (30) days after the Company's request the Company may take any

reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from License Fee payments.

(d) **Survey**. The Company reserves the right, at its discretion and at its sole cost, to obtain a survey (the “Survey”) specifically describing the Premises and any access and utility easements associated therewith. Such Survey shall be subject to the reasonable approval of the City. The Company shall be permitted to attach the Survey, as approved by the City, as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties**. The City represents and warrants that:

(i) The City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of the City’s obligations under the License as amended hereby.

(ii) The Company is not currently in default under the License, and to the City’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by the Company under the License.

(iii) The City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the License as amended hereby, and ensure the Company’s continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the License as amended hereby.

(f) **Entire Agreement**. The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Counterparts**. This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) **Electronic Signatures**. Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the parties have executed this First Amendment to License Agreement on the day and year first written above.

CITY:

CITY OF WAUWATOSA,
a Wisconsin municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

STATE OF _____)
_____ COUNTY)

This First Amendment to License Agreement was acknowledged before me on _____, 20__ by _____, as _____ of **CITY OF WAUWATOSA**, a Wisconsin municipal corporation.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT "A"

A portion of the following described real property, together with easements for ingress, egress and utilities thereto:

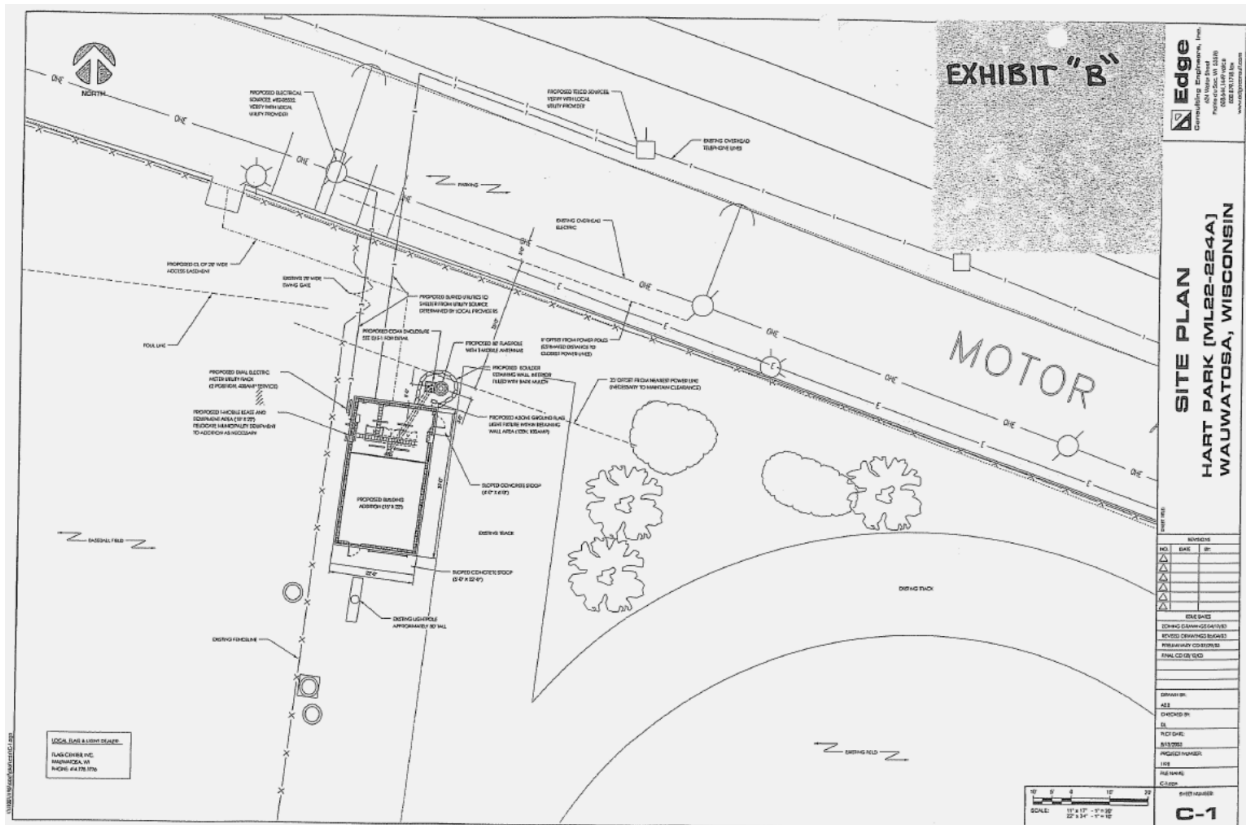
SITUATE IN THE COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

LOT NUMBERED THIRTEEN (13), IN BLOCK NUMBERED FIVE (5), IN WELLAUER'S SUBDIVISION, BEING IN THE SOUTHEAST QUARTER OF SECTION, TWENTY-ONE (21), AND THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22), AND THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27), IN THE CITY OF WAUWATOSA, FORMERLY THE TOWN OF WAUWATOSA, COUNTY AND STATE AFORESAID, IN THE THIRD WARD CITY OF WAUWATOSA.

TAX ID NO: 370-0502-001

ADDRESS: 7300 W. Chestnut Street, Wauwatosa, WI 53213

As generally shown on the following:



FIRST AMENDMENT TO LICENSE AGREEMENT

THIS FIRST AMENDMENT TO LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **CITY OF WAUWATOSA**, a Wisconsin municipal corporation, having a mailing address of 7725 W. North Avenue, Wauwatosa, WI 53213 (the “**City**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to VoiceStream PCS II Corporation, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: License Compliance (the “**Company**”).

WITNESSETH:

WHEREAS, the City entered into that License Agreement dated August 1, 2003 (the “**License**”) VoiceStream PCS II Corporation, as licensee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “**Premises**”); and

WHEREAS, the License has an original term (including all extension terms) that will terminate on September 22, 2033 (the “**Original Term**”) and the parties desire to amend the License to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. AMENDMENTS. The License is hereby amended as follows:

(a) Renewal Terms. In addition to the renewal terms set forth in Section 2 of the License, the Company shall have the option to extend the License for six (6) additional five (5) year renewal terms. Each such option shall be deemed automatically exercised by the Company unless the Company gives written notice to the City of the Company’s intention not to exercise such option at least sixty (60) days prior to the expiration of the then current renewal term.

If all such options to extend are exercised, then the final expiration of the License shall occur on September 22, 2063.

(b) License Fees. Section 3 of the License is hereby deleted in its entirety and the following is substituted in lieu thereof:

If the Company subleases, licenses or grants similar rights of occupancy in the Premises to any party (each a “**Subtenant**”), the Company shall pay to the City, as the sole compensation to the City for the use of the Premises, fifty percent (50%) of the rental, license or similar payments actually received by the Company (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) from each such Subtenant (the “**License Fee**”). The License Fee shall be paid to the City within thirty (30) days after receipt of said payment by the Company. The Company shall have no obligation for payment to the City of such share of rental, license or other similar payments if not actually

received by the Company. Non-payment of such rental, license or other similar payment by a sublessee, licensee or other occupant shall not be a default under the License. the City acknowledges that the City shall have no recourse against the Company as a result of the failure of payment or other obligation by a Subtenant. The Company shall have sole discretion as to whether, and on what terms, to sublease, license or otherwise allow occupancy of the Premises and there shall be no express or implied obligation of the Company to do so.

Any reference to the term “annual License Fee” in the License shall be deemed to refer to the then current License Fee due as set forth above.

(c) **Right of First Refusal.** If the City receives an offer that it intends to accept from any person or entity that owns or operates towers or other wireless telecommunications facilities or which person or entity (including any affiliates of any such entity) is in the business of acquiring the City’s interest in the License to purchase fee title, an easement, a lease, a license, or any other interest in the Premises, any or all of the City’s interest in the License including the rent or revenue derived therefrom, or any other interest in the License, or an option for any of the foregoing, the City shall provide written notice to the Company of said offer (the “**City’s Notice**”), and the Company shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine the Company’s possessory or economic interest in the Premises. The City’s Notice shall include the prospective buyer’s name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If the City’s Notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen (15) days thereafter. If the Company does not exercise its right of first refusal by written notice to the City given within thirty (30) days, the City may convey the property as described in the City’s Notice. If the Company declines to exercise its right of first refusal, then the License shall continue in full force and effect and the Company’s right of first refusal shall survive any such conveyance. The Company shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the License or as part of an assignment of the License. Such assignment may occur either prior to or after the Company’s receipt of the City’s Notice and the assignment shall be effective upon written notice to the City.

(d) Section 6 of the License is hereby deleted in its entirety and the following is substituted in lieu thereof:

6. **Modifications.** Company may update or replace the Communications Facilities from time to time with reasonable prior notice to City, provided the external appearance of any replacement Communications Facilities installed is substantially the same in appearance as the existing Communication Facilities. Company shall not make material modifications to the external appearance of the Communications Facilities without the City's prior written approval. Such approval shall be at the City's sole discretion. Company shall submit to the City a proposal for such material modifications and any supplemental materials as may be requested for

City's review, which shall not be unreasonably conditioned, withheld or delayed. If approved, such material modifications shall be made at Company's sole expense. On making such modifications, Company shall provide to City updated "as built" drawings in the manner specified in Paragraph 5(b).

(e) **Notice.** Section 36 of the License is hereby amended to reflect the following notice address for the Company:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, Washington 98006
Attention: License Compliance
RE: Site # ML22224A – Hart Park

With a copy to:

CCTMO LLC
General Counsel
Attention: Legal Department - Real Estate
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the License are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. The City and the Company ratify, confirm and adopt the License as of the date hereof and acknowledge that there are no defaults under the License or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the License. In case of any inconsistency between the License and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **IRS Form W-9.** The City agrees to provide the Company with a completed IRS Form W-9, or its equivalent, upon execution of this License and at such other times as may be reasonably requested by Company. In the event the Premises is transferred, the succeeding licensor shall have a duty at the time of such transfer to provide the Company with a Change of Ownership Form as provided by the Company and a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the License Fee to the new licensor. If the City fails to provide the IRS Form W-9 within thirty (30) days after the Company's request the Company may take any

reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from License Fee payments.

(d) **Survey**. The Company reserves the right, at its discretion and at its sole cost, to obtain a survey (the “Survey”) specifically describing the Premises and any access and utility easements associated therewith. Such Survey shall be subject to the reasonable approval of the City. The Company shall be permitted to attach the Survey, as approved by the City, as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties**. The City represents and warrants that:

(i) The City is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of the City’s obligations under the License as amended hereby.

(ii) The Company is not currently in default under the License, and to the City’s knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by the Company under the License.

(iii) The City agrees to provide such further assurances as may be requested to carry out and evidence the full intent of the parties under the License as amended hereby, and ensure the Company’s continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the License as amended hereby.

(f) **Entire Agreement**. The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Counterparts**. This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) **Electronic Signatures**. Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following pages)

IN WITNESS WHEREOF, the parties have executed this First Amendment to License Agreement on the day and year first written above.

CITY:

CITY OF WAUWATOSA,
a Wisconsin municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

By: _____
Print Name: _____
Title: _____

STATE OF _____)
_____ COUNTY)

This First Amendment to License Agreement was acknowledged before me on _____, 20__ by _____, as _____ of **CITY OF WAUWATOSA**, a Wisconsin municipal corporation.

Notary Public

My Commission Expires: _____

[SEAL]

COMPANY:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its Attorney in Fact

By: _____
Name: _____
Its: _____

STATE OF _____)
))
_____ COUNTY)

This First Amendment to License Agreement was acknowledged before me on _____, 20__ by _____, as _____ of CCTMO LLC, a Delaware limited liability company, as Attorney in Fact for T-MOBILE USA TOWER LLC, a Delaware limited liability company.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT "A"

A portion of the following described real property, together with easements for ingress, egress and utilities thereto:

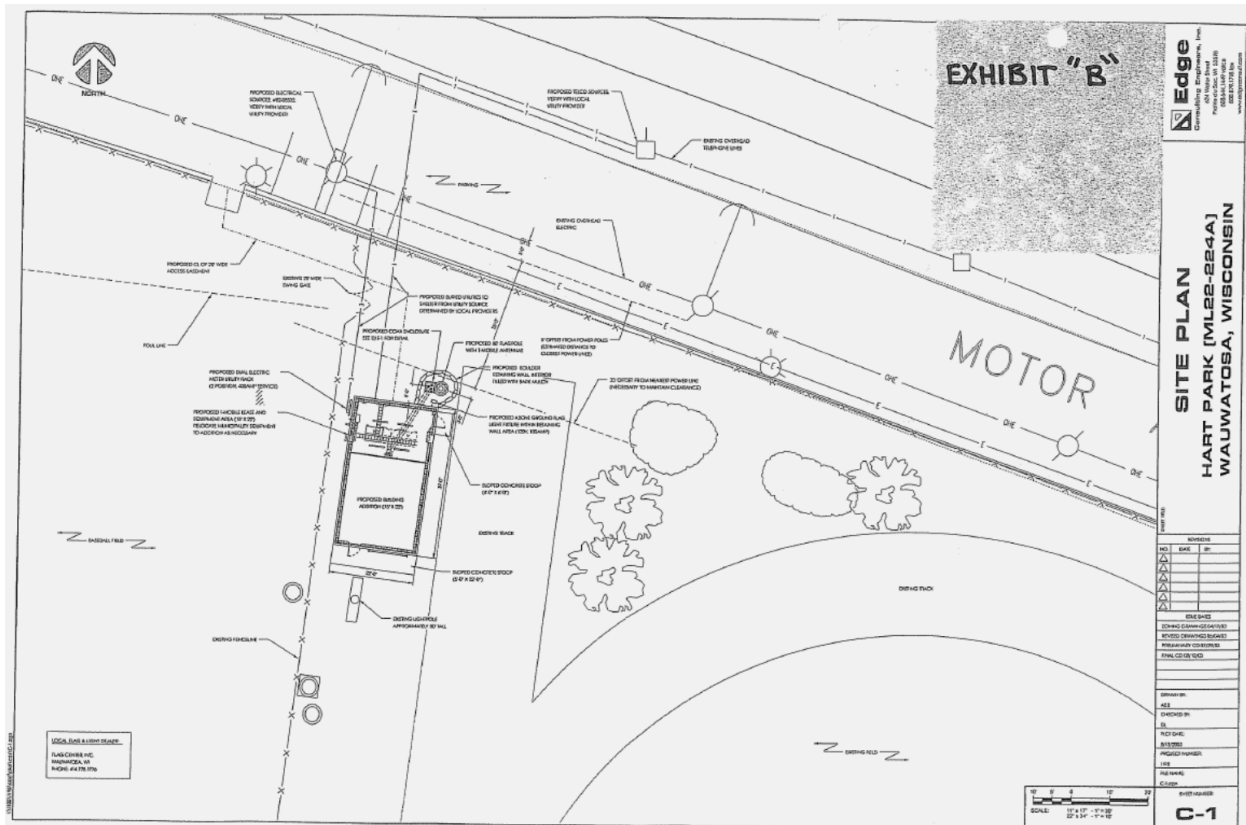
SITUATE IN THE COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

LOT NUMBERED THIRTEEN (13), IN BLOCK NUMBERED FIVE (5), IN WELLAUER'S SUBDIVISION, BEING IN THE SOUTHEAST QUARTER OF SECTION, TWENTY-ONE (21), AND THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22), AND THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27), IN THE CITY OF WAUWATOSA, FORMERLY THE TOWN OF WAUWATOSA, COUNTY AND STATE AFORESAID, IN THE THIRD WARD CITY OF WAUWATOSA.

TAX ID NO: 370-0502-001

ADDRESS: 7300 W. Chestnut Street, Wauwatosa, WI 53213

As generally shown on the following:



**MEMORANDUM OF FIRST
AMENDMENT TO
LICENSE AGREEMENT**

Recording Area

This Instrument Prepared Out of
State By:
Matthew W. Barnes, Esq.
Burr & Forman LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

Return to:
Crown Castle
8020 Katy Freeway, Suite 900
Houston, TX 77024
Attn: CCRE Department

PIN: 370-0502-00 (a part of)

**MEMORANDUM OF FIRST AMENDMENT TO
LICENSE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO LICENSE AGREEMENT ("Memorandum") is made and entered into as of the last date of execution set forth below, by and between **CITY OF WAUWATOSA**, a Wisconsin municipal corporation, having a mailing address of 7725 W. North Avenue, Wauwatosa, WI 53213 (the "**City**"), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to VoiceStream PCS II Corporation, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: License Compliance (the "**Company**").

W I T N E S S E T H:

WHEREAS, the City entered into that License Agreement dated August 1, 2003 (the "**License**") VoiceStream PCS II Corporation, as licensee, covering certain real property together with an easement for ingress and egress thereto described in Exhibit "A" attached hereto (the "**Premises**"); and

WHEREAS, the License has an original term (including all extension terms) that will terminate on September 22, 2033 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, the City and the Company have amended the License and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, the City and the Company hereby acknowledge and agree that the following accurately represents the License, as amended by that First Amendment to License Agreement dated as of the date hereof (the “**Amendment**”):

City/Licensors: City of Wauwatosa, a Wisconsin municipal corporation, with a mailing address of 7725 W. North Avenue, Wauwatosa, WI 53213.

Company/Licensee: T-Mobile USA Tower LLC, a Delaware limited liability company, having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance.

Premises: The real property licensed by the City to the Company, together with easements for ingress, egress and utilities thereto, is described in Exhibit “A,” attached to this Memorandum and incorporated herein by this reference.

Initial Term: For a term of five (5) years, beginning on September 23, 2003.

Expiration Date: The first four (4) extensions having been exercised, if not otherwise extended or renewed, the License shall expire on September 22, 2028.

Right to Extend or Renew: The Company has seven (7) remaining options to extend the License for successive periods of five (5) years each on the terms and conditions set forth in the License. If the Company exercises all extensions/renewals, the final expiration of the License will occur on September 22, 2063.

Option to Purchase: No.

Right of First Refusal: Yes, limited to the Premises and subject to the terms and conditions set forth in the Amendment.

All of the terms, provisions, covenants and agreements contained in the License, as amended by the Amendment, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. The City and the Company ratify, confirm and adopt the License, as amended by the Amendment, as of the date hereof and acknowledge that there are no defaults under the License or events or circumstances which, with the giving of notice or passage of time or both, would ripen

into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. This Memorandum will be recorded in the applicable land records and is intended to provide notice to third parties of the License and any and all amendments thereto. The License and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the License or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the License and/or any amendments thereto, the terms and conditions of the License and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the License and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties have executed this Memorandum of First Amendment to License Agreement effective as of the day and year first written above.

CITY:

CITY OF WAUWATOSA,
a Wisconsin municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

STATE OF _____)

_____ COUNTY)

This Memorandum of First Amendment to License Agreement was acknowledged before me on _____, 20__ by _____, as _____ of **CITY OF WAUWATOSA**, a Wisconsin municipal corporation.

Notary Public

My Commission Expires: _____

[SEAL]

COMPANY:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: **CCTMO LLC,**
a Delaware limited liability company
Its Attorney in Fact

By: _____
Name: _____
Its: _____

STATE OF _____)
_____)
_____ **COUNTY**)

This Memorandum of First Amendment to License Agreement was acknowledged before me on _____, 20____ by _____, as _____ of **CCTMO LLC**, a Delaware limited liability company, as Attorney in Fact for **T-MOBILE USA TOWER LLC**, a Delaware limited liability company.

Notary Public

My Commission Expires: _____

[SEAL]

EXHIBIT "A"

A portion of the following described real property, together with easements for ingress, egress and utilities thereto:

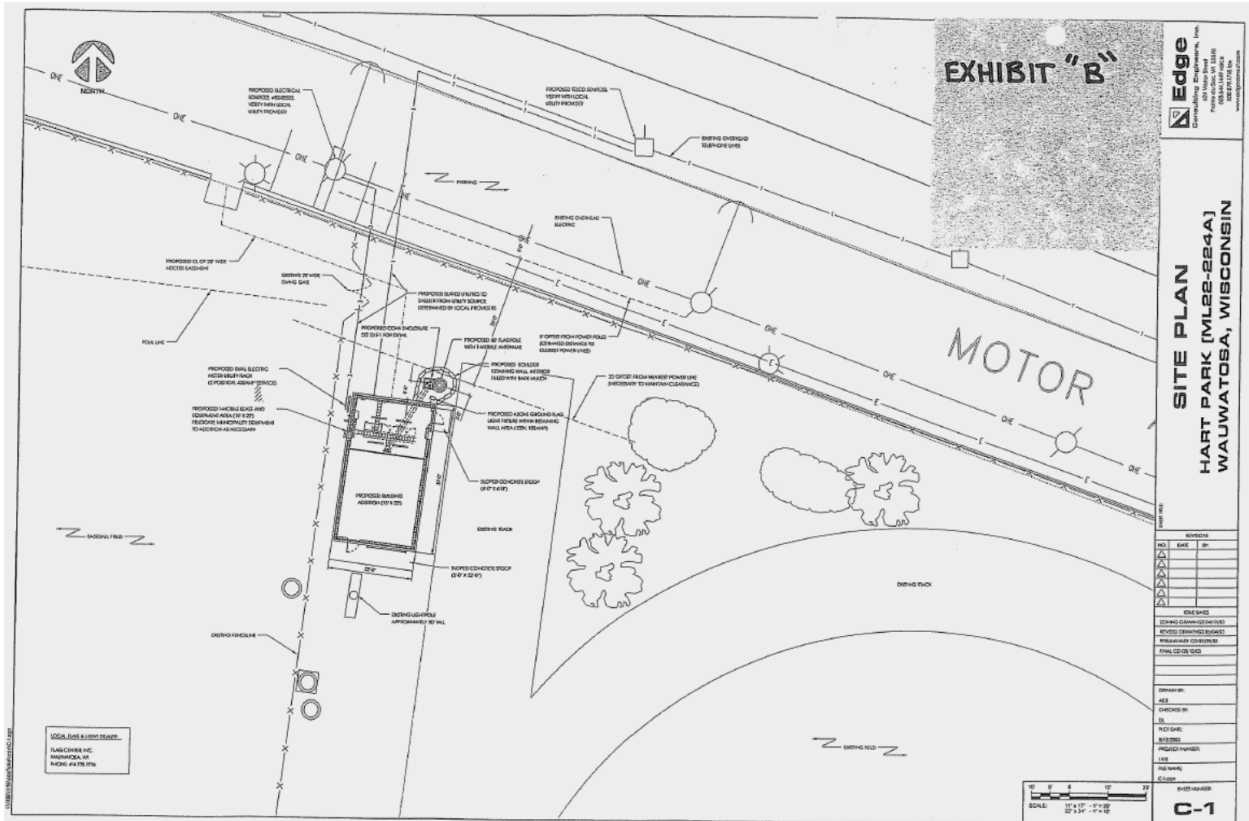
SITUATE IN THE COUNTY OF MILWAUKEE AND STATE OF WISCONSIN.

LOT NUMBERED THIRTEEN (13), IN BLOCK NUMBERED FIVE (5), IN WELLAUER'S SUBDIVISION, BEING IN THE SOUTHEAST QUARTER OF SECTION, TWENTY-ONE (21), AND THE SOUTHWEST QUARTER OF SECTION TWENTY-TWO (22), AND THE NORTHWEST QUARTER OF SECTION TWENTY-SEVEN (27), IN THE CITY OF WAUWATOSA, FORMERLY THE TOWN OF WAUWATOSA, COUNTY AND STATE AFORESAID, IN THE THIRD WARD CITY OF WAUWATOSA.

TAX ID NO: 370-0502-001

ADDRESS: 7300 W. Chestnut Street, Wauwatosa, WI 53213

As generally shown on the following:



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AMENDMENT TO
LICENSE AGREEMENT**

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State By:
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a Wisconsin municipal corporation

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Print Name: _____

Title: _____

STATE OF _____)

_____ COUNTY)

This Memorandum of First Amendment to License Agreement was acknowledged before me on _____, 20__ by _____, as _____ of **CITY OF WAUWATOSA**, a Wisconsin municipal corporation.

Notary Public

My Commission Expires: _____

[SEAL]

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