

Market: WISIL: IL/WI
Cell Site Number: WI1206
Cell Site Name: Milwaukee Fire Dept.
Fixed Asset Number: 10080329

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (“**Fourth Amendment**”), dated as of the latter of the signature dates below, is by and between City of Milwaukee a Wisconsin municipal corporation, having a mailing address of 200 East Wells Street, Milwaukee, WI 53202 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Lessee**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated August 24, 2001 whereby Lessor leased to Lessee certain Premises, therein described, that are a portion of the Property located at 8814 West Lisbon Avenue, Milwaukee, WI (“**Agreement**”); and

WHEREAS, on September 15, 2016, Lessor and Lessee entered into a First Amendment Lease Agreement; and

WHEREAS, on November 29, 2018, Lessor and Lessee entered into a Second Amendment to Lease Agreement; and

WHEREAS, on November 24, 2020, Lessor and Lessee entered into a Third Amendment to Lease Agreement; and

WHEREAS, Lessee desires to change, modify or relocate the Communication Facility, which Lessor is willing to approve; and

WHEREAS, Lessor and Lessee desire to amend the Agreement to add the permitted use section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

- 1. New Exhibit 3-C.** Lessee shall have the right, in its sole discretion, to change, modify or relocate its communications equipment as more completely described on attached Exhibit 3-C. Lessor's execution of this Amendment will signify Lessor's approval of Exhibit 3-C. Exhibit 3-C hereby replaces Exhibit 2-C to the Agreement.
- 2. Permitted Use.** Lessee, its personnel, invitees, contractors, agents, subs, or its authorized subs, or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals for which it has all requisite licenses and

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permits, including but not limited to emergency 911 communication services, or for any other reason. Lessee may operate the Communications Facility at any frequency for which it has all requisite licenses and permits so long as these frequencies do not cause an interference issue with an existing lawfully installed and properly operated tenant on the tower/structure. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate the Agreement and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee.

3. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall control. Except as expressly set forth in this Fourth Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Fourth Amendment.

4. Capitalized Terms. All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

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IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

“LESSOR”

City of Milwaukee

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

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

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

“LESSEE”

New Cingular Wireless PCS, LLC
By: AT&T Mobility Corporation
Its: Manager

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

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EXHIBIT 3-C

See attached exhibits comprised of nine pages prepared by Nexius Solutions, Inc.