

Market: IL/WI  
Cell Site Number: WI1206  
Cell Site Name: AWE – Milwaukee Fire Department  
Fixed Asset Number: 10080329

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“**Second 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, as successor to TeleCorp, LLC, having a mailing address of 575 Morosgo Dr. NE, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee 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, in June 2016, Lessor and Lessee entered into a First Amendment to Lease Agreement.

WHEREAS, Lessee desires to change and modify the Communication Facility, without an increase in rent, which Lessor is willing to approve; 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 1-**. Lessee shall have the right, in its sole discretion, to change and modify the Communication Facility as more completely described on attached Exhibit 1-  , without an increase in rent. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit 1-  . Exhibit 1-   hereby replaces Exhibit    to the Agreement

2. **Memorandum of Lease**. Either party will, at any time upon fifteen (15) days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum of Lease substantially in the form of the Attachment 1. Either party may record this memorandum at any time, in its absolute discretion.

3. **Other Terms and Conditions Remain**. In the event of any inconsistencies between the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.

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

**[Signature Page Follows]**

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

**“LESSOR”**

City of Milwaukee,  
a Wisconsin municipal corporation

By: \_\_\_\_\_  
Name: Tom Barrett  
Title: Mayor  
Date: \_\_\_\_\_, 2018

By: \_\_\_\_\_  
Name: James R. Owczarski  
Title: City Clerk  
Date: \_\_\_\_\_, 2018

Countersigned

By: \_\_\_\_\_  
Name: Martin Matson  
Title: City Comptroller  
Date: \_\_\_\_\_, 2018

The signatures of Tom Barrett, James R. Owczarski, and Martin Matson authenticated this \_\_\_\_\_ day of \_\_\_\_\_ 2018. This document is approved as to form, content, and execution.

\_\_\_\_\_  
Jeremy R. McKenzie  
State Bar No. 1051310

**“LESSEE”**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2018



## **EXHIBIT 1-**

**See attached exhibits comprised of xxxxxx pages, last revision date, prepared by xxxxxxx.**

### **Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.