

Market: ILWI
Cell Site Number: WI1005
Cell Site Name: Hawley Road Water Tower
Fixed Asset Number: 10080313

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 c/o: Milwaukee Water Works, 841 North Broadway, Room 409, Milwaukee, Wisconsin 53202 (“**Lessor**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr. NE, Atlanta, GA 30324 (“**Lessee**”).

WHEREAS, Lessor and Lessee’s predecessor in interest entered into a Lease Agreement dated December 15, 2000 as amended by that certain First Amendment to Lease Agreement dated December 15, 2005 (collectively, the “**Lease**”), whereby Lessor leased to Lessee certain Leased Space, therein described, that are a portion of the Property located at 1225 North Hawley Road, Milwaukee, WI 53208; and

WHEREAS, Lessee is the successor in interest to Telecorp Realty LLC, the original Lessee under the Lease; and

WHEREAS, Lessee and Lessor have negotiated the annual rental amount in accordance within Section 1(b) of the Lease; and

WHEREAS, the agreed upon rental amount in this Second Amendment shall govern during the current Option Term that expires December 14, 2020; and

WHEREAS, Lessor and Lessee desire to amend the Lease to update the Milwaukee Water Works security policy applicable to the Property; and

WHEREAS, Lessor and Lessee desire to amend the Lease to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Lessor and Lessee desire to amend the Lease to modify the notice section thereof; and

WHEREAS, Lessor and Lessee, in their mutual interest, wish to amend the Lease 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. **Rent.** Annual rent in accordance with Section 1(b) of the Lease has been negotiated and is agreed as follows:

LEASE YEAR	ANNUAL RENT
December 14, 2015 through December 14, 2016	\$32,500
December 14, 2016 through December 14, 2017	\$34,125
December 14, 2017 through December 14, 2018	\$35,831

December 14, 2018 through December 14, 2019
December 14, 2019 through December 14, 2020

\$37,623
\$39,504

The term of this Lease is extended for a third Option Term to expire December 14, 2020, at the annual rent set forth above, payable in accordance pursuant to the terms of the Lease.

2. **Security Policy.** Lessor's Policy has been revised and updated, therefore Exhibit D of the Lease is hereby deleted in its entirety and replaced with Exhibit D-1 "Security Policy for Wireless Tenants of Milwaukee Water Works" dated February 10, 2012 (the "**Updated Policy**"). The Updated Policy shall govern Lessee's access to and the security of, and safety around the Property, and in the event of any inconsistencies between the Lease and Exhibit D-1, Exhibit D-1 shall control.

3. **Installation.** In addition to the antennas currently permitted in the Lease within Lessee's Leased Space, Lessor consents to the installation and operation of additional antennas, associated cables and equipment as more completely described on Exhibit C-2, attached hereto (the "**Installation**"), without any increase to annual rent other than what is set forth in Paragraph 1 above; provided said Installation shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, Lessee agrees that any Installation shall be in accordance with all applicable laws, ordinances, governmental regulations and permitting requirements. Further, Lessee agrees to perform all necessary structural analysis for said Installation and provide evidence to Lessor upon Lessor's request. Exhibit C-2 hereby replaces Exhibit C-1 to the Lease.

4. **Notices.** Lessee's Notice address is hereby amended as follows:

If to Lessee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WI1005; Cell Site Name: Hawley Road Water Tower (IL)
 Fixed Asset No: 10080313
 575 Morosgo Dr. NE
 Atlanta, GA 30324

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: WI1005; Cell Site Name: Hawley Road Water Tower (IL)
 Fixed Asset No: 10080313
 208 S. Akard Street
 Dallas, TX 75202-4206

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

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

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

SIGNATURE PAGE IMMEDIATELY FOLLOWS

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

LESSOR:

CITY OF MILWAUKEE

BY: _____
_____, Mayor

BY: _____
_____, City Clerk

COUNTERSIGNED:

BY: _____
_____, City Comptroller

Signatures of _____ authenticated this ____ day of _____, 2016.

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

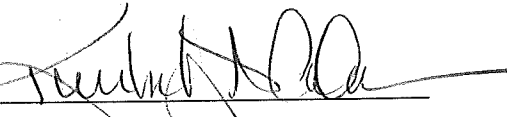
Approved as to form, execution
and content _____, 2016.

Jeremy R. McKenzie
Assistant City Attorney

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: 
Name: Kimberly A. Coleman
Title: Sr. Real Estate & Construction Manager
Date: 4-21-16

LESSEE ACKNOWLEDGEMENT

STATE OF Illinois)
COUNTY OF Cook) ss:

On the 21 day of April in the year 2016 before me, the undersigned, a notary public in and for said state, personally appeared Kimberly A. Coleman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Amanda M. Hinojosa
Notary Public: Amanda Hinojosa
My Commission Expires: 8/21/17

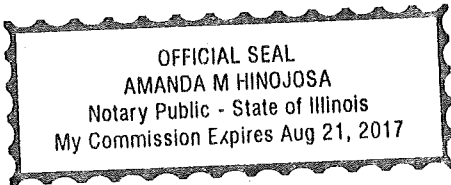


EXHIBIT C-2

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 Space.

Three (3) antennas measuring approximately 15.2" x 11.9" x 7.1"

Six (6) antennas measuring approximately 96" x 11.85" x 7.1"

Nine (9) Equipment Cabinets on a support frame contained within Leased Space

15' x 16' ½" concrete pad within the Leased Space

Twelve (12) lines of coax cables

Four (4) DC cables measuring 13/16"

One (1) fiber cable measuring 3/8" (Commscope RFFT-12SM-001-50M)

Three (3) Ericsson RRUS w/A2 box

Three (3) Ericsson RRUS-11

Three (3) Ericsson RRUS-32

Two (2) Raycap DC6 squids

Three (3) Raycap DC2 squids

Six (6) TMA's (RFS/ATM192012B-O)

Six (6) Andrew Diplexers

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" in diameter

EXHIBIT D-1

SECURITY POLICY FOR WIRELESS TENANTS OF MILWAUKEE WATER WORKS

** See attached Policy dated February 10, 2012.

Milwaukee Water Works

Exhibit ___ Wireless Contractor Security and Safety Requirements

This document covers all employees and contractors of any wireless provider who has equipment located at any MWW facility. Access is limited to the specific areas necessary for the employee or contractor to perform their scope of work. In the event of a conflict between the language in this Exhibit and the Lease, this Exhibit shall control.

Administration (see exhibit "A" for contact information)

- Tenant is required to provide a single point of contact for security matters. Any change to this contact needs to be reported promptly to MWW.
- Tenant is required to provide MWW with a list of employees and contractors authorized for access to the Tenant's equipment. Any change to the employee or contractor listing must be communicated promptly to MWW. Only individuals on the list will be granted site access.
- Tenant is required to supply MWW with a letter of compliance stating all employees requesting access be vetted in a manner similar to MWW employees. That would include :
 1. Criminal Felony/Misdemeanor by county of residence – superior and municipal court records in any county in the US going back seven (7) years.

The MWW Water Security Manager will periodically audit the vendors by requiring that they provide redacted copies of the completed background check with personal information removed. Employers not complying with MWW policy on conducting background checks will have employees access terminated until such time as these checks have been completed.

- Tenant is required to provide a valid sample of their corporate identification card format. This will be used to verify the identity of all employees and contractors of the Tenant who wish to gain site access. If the identification provided by the individual requesting access does not match what the Tenant has provided, the employee or contractor may be denied access.
- All required information and access list updates must be submitted to the MWW Water Security Manager before access will be granted. Updating and disseminating this information will require a minimum of two (2) business days. All changes must be in writing; no verbal changes will be processed.
- Tenant's ground equipment and locks must be identified and clearly labeled with the Tenant's name and a 24/7 emergency contact number for police or emergency first responders.

841 N. Broadway
Zeidler Municipal Building
Room 409
Milwaukee, Wisconsin 53202
www.water.mpw.net

Safe, Abundant Drinking Water.

Changes or Addition to Equipment

- A written request outlining the scope of work and any authorization for designers or general contractors should be made to the Superintendent of Milwaukee Water Works (MWW). This request must come from the Lessee. If MWW deems that the proposed work is simple maintenance, requestor will be referred to appropriate MWW staff for scheduling and access arrangements. If MWW deems that the proposed work is more than simple maintenance, this document shall apply.
- The Lessee and any authorized firms shall schedule an appointment with the Engineering Section of Milwaukee Water Works. This will be noted in the response to the written request.
- Five (5) sets of proposed plans each with the original signature and stamp of a Professional Engineer licensed in the State of Wisconsin should be submitted to the Superintendent. Proposed plans must include a site plan. These are reviewed by the Engineering Section of Milwaukee Water Works and an official response is prepared for the Superintendent's signature. This response will be transmitted to the Lessee and the cover letter copied to a third party or vice versa upon direction by the Lessee.
- Upon completion of the review, three (3) sets will be returned to the Lessee or their designee. If the proposed plans are acceptable to Milwaukee Water Works, the stamp will note: REVIEWED FOR CONSTRUCTION-NO EXCEPTIONS. Or the stamp could direct a RE-SUBMITTAL for a variety of reasons. Scheduling the appointment, as noted in Item 2, should eliminate RE-SUBMITTALS. Alterations that modify the leased space may require a formal contract amendment and approval of the Common Council of the City of Milwaukee before construction may begin.
- Construction may not commence until Lessee has received the appropriate notice from Milwaukee Water Works. The "NO EXCEPTION" response will include a reminder of the current SECURITY REGULATIONS with the directions for acquiring access to the site and notifications. The installing contractor must have a set of the Milwaukee Water Works stamped plans at the site during all times installation work is proceeding.
- Upon completion of the work and restoration that meets the approval of Milwaukee Water Works, the Lessee shall provide an as-built set of documents to Milwaukee Water Works to the address noted on the response letter. Lessee shall also provide, under the notice provisions of the Lease, substitute Exhibits B & C showing the as-built Leased Space and Lessee's Equipment to the Office of the City Attorney.

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Maintenance

- If requested, Tenant is required to power down at the request of MWW. Said request shall be on no less than twenty-four (24) hours advance notice to Tenant, except in the event of an emergency, in which case, notice shall be as much as is reasonably possible under the circumstances. In addition, MWW shall use all reasonable efforts to accommodate a "power down" during off-hours.
- If necessary for site improvements or maintenance, Tenant is required to relocate from the MWW site at Tenant's expense and on MWW's schedule, subject to terms and conditions of the Lease.

Access (See exhibit "A" for contact information)

- Tenants who require MWW authorization or assistance to gain access to their equipment must provide a minimum of twenty-four (24) hours advance notice for routine repairs or maintenance. The preferred schedule for these jobs is Monday through Friday during the hours of 7:00 a.m. to 3:00 p.m. Routine access will not be provided on holidays.
- Tenants who do not require MWW assistance to gain access to their equipment should contact MWW to advise us of your presence on site. Our neighborhood partners may report suspicious activity, and if we do not have notice of your presence the police will be called to respond.
- MWW personnel must be present during any equipment deployments, antennae installation or work that may affect the operations of our facility.
- If access is required with less than twenty-four (24) hours notice or outside the preferred schedule, the Tenant will pay for the reasonable cost of labor borne by the MWW to accommodate the site access and supervision of Tenant's personnel while on site. Tenant will be invoiced by the MWW for these costs according to MWW then current labor agreements.

Safety/Security

- MWW will perform a base RF assessment of the site before the Tenant's equipment is initially installed. After every equipment change we require the Tenant to perform, at their cost, another RF assessment within two (2) months of the equipment change. The test results are to be sent to the MWW who will then verify that site conditions have not degraded. The Tenant must remedy any change that negatively impacts employee safety and health within two (2) weeks of the test.
- MWW reserves the right to restrict or deny all site access in the event of an increased security threat to MWW or the water sector in general. During such event, Tenant may gain access to the site provided Tenant is escorted by MWW's personnel or other representative designated by MWW, if available. Tenant shall be responsible for all reasonable cost associated with access. Tenant will be invoiced by MWW for these reasonable costs at MWWs' then current labor agreements.

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- MWW recognizes that the wireless services provided by tenant are important for communications during such event and will take reasonable steps to allow Tenant access needed to restore service during an emergency.

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Exhibit A

Employee and contractor lists, personnel changes, compliance letters and ID card sample as outlined in the Administration section of this Contract should be submitted to:

Michael Schaefer, CPP
Water Security Manager
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail to michael.schaefer@milwaukee.gov
Milwaukee, WI 53202
Ph: (414) 286-3465
Fax: (414) 286-2672

Requests for access to install antennae or new equipment or for any work that may affect the operations of our facility should be sent in writing to:

Carrie M. Lewis
Superintendent
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail carrie.lewis@milwaukee.gov
Milwaukee, WI 53202

Notification of emergency work being done onsite and requests for site access should be given to:

Contact Information Linnwood Water Purification Plant and Northpoint Pumping Station

Linnwood Plant Control Center
(414) 286-2880

Contact Information Hawley Tank "1235 N. 57th Street, Milwaukee WI"

Howard Control Center
(414) 286-2890

NOTE: All personnel entering MWW sites must be pre-authorized for any entry via the Security Manager.

February 10, 2012

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