

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

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between City of Milwaukee, a Wisconsin municipal corporation, having 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, 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, on September 15, 2016, Lessor and Lessee entered into a First Amendment to Lease Agreement.

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

WHEREAS, Lessor and Lessee desire to amend the Agreement to extend the term of the Agreement.

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

WHEREAS, Lessor and Lessee desire to amend the Agreement to permit Lessee to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; 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. **Extension of Term.** In addition to the Extension Terms presently set forth in the Agreement, the parties hereby agree to add four (4) additional Extension Terms of five (5) years each. Accordingly, at the end of the final Extension Term presently set forth in the Agreement, the

Term will automatically renew for four (4) separate consecutive additional periods of five (5) years each (each being defined as an Extension Term) upon the same terms and conditions of the Agreement, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least sixty (60) days prior to the expiration of the existing Term.

2. **Notices.** Section 18 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows.

If to Lessee: New Cingular Wireless PCS, LLC
 Attn: Network Real Estate Administration
 Re: Cell Site #: WI1206; Cell Site Name: Milwaukee Fire Dept.
 FA No: 10080329
 1025 Lenox Park Blvd NE
 3rd Floor
 Atlanta, GA 30319

With a copy to: New Cingular Wireless PCS, LLC
 Attn: Legal Department
 Re: Cell Site #: WI1206; Cell Site Name: Milwaukee Fire Dept.
 FA No: 10080329
 208 S. Akard Street
 Dallas, TX 75202-4206

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

If to Lessor: City of Milwaukee-ITMD
 809 N. Broadway, 4th Floor
 Milwaukee, WI 53202

With a copy to: Office of the City Attorney
 841 N Broadway, 7th Floor
 Milwaukee, WI 53202

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

3. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Lessor and Lessee, Lessor agrees that Lessee may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

4. **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.

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

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

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

“LESSOR”

City of Milwaukee,
a Wisconsin municipal corporation

By: _____
Name: Tom Barrett
Title: Mayor
Date: _____

By: _____
Name: Jim Owczarski
Title: City Clerk
Date: _____

By: _____
Name: Aycha Sawa
Title: Comptroller
Date: _____

“

“LESSEE”

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

By: AT&T Mobility Corporation
Its: Manager

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

[ACKNOWLEDGEMENTS APPEAR ON NEXT PAGE]

LESSEE ACKNOWLEDGEMENT

STATE OF

COUNTY OF _____

On the ____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Printed Name: _____

My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

Signatures of Tom Barrett, Jim Owczarski, and Aycha Sawa authenticated by Assistant City Attorney
Jeremy R. McKenzie on _____, 2020

Authentication Agent

By: _____

Name: Jeremy R. McKenzie

Title: Assistant City Attorney

ATTACHMENT 1

MEMORANDUM OF LEASE

Prepared by and return to:
New Cingular Wireless PCS, LLC
c/o MasTec Network Solutions
ATTN: Debra Neuman
1351 E. Irving Park Road
Itasca, IL 60143

Re: Cell Site #: WI1206
Cell Site Name: Milwaukee Fire Dept.
Fixed Asset Number: 10080329
State: Wisconsin
County: Milwaukee

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 2020, by and between City of Milwaukee, a Wisconsin municipal corporation, having 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**").

1. Lessor and Lessee entered into a certain Tower Lease Agreement dated August 24, 2001 and as further amended by that certain Third Amendment to Lease Agreement dated _____, 2020 (collectively hereafter referred to as the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. In addition to the Extension Terms presently set forth in the Agreement, the Agreement will automatically renew for Four (4) separate additional Five (5) year terms.
3. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between

the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LESSOR"

City of Milwaukee

City of Milwaukee,
a Wisconsin municipal corporation

By: _____
Name: Tom Barrett
Title: Mayor
Date: _____

By: _____
Name: Jim Owczarski
Title: City Clerk
Date: _____

By: _____
Name: Aycha Sawa
Title: Comptroller
Date: _____

"LESSEE"

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: _____
Its: _____
Date: _____

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ___ day of _____ in the year ___ before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public: _____
My Commission Expires: _____

LESSOR ACKNOWLEDGEMENT

Signatures of Tom Barrett, Jim Owczarski, and Aycha Sawa authenticated by Assistant City Attorney
Jeremy R. McKenzie on _____, 2020

Authentication Agent

By: _____
Name: Jeremy R. McKenzie
Title: Assistant City Attorney
Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page _____ of _____

to the Memorandum of Lease dated _____, 2020, by and between City of Milwaukee, as Lessor, and New Cingular Wireless PCS LLC, a Delaware liability company, as Lessee.

The Premises are described and/or depicted as follows: