

LEASE AGREEMENT

THIS LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by the 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**"). Lessor and Lessee are each a "Party"; together, they are the "Parties."

BACKGROUND

Lessor owns that certain plot, parcel or tract of land, improved with a building structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 749 West State Street, Milwaukee, WI 53233, in the County of Milwaukee, State of Wisconsin (collectively, the "**Property**"). Lessee and those of its sublessees, as applicable, desire to use a portion of the Property in connection with their federally licensed communications business. Lessor desires to grant to Lessee the rights to use a portion of the Property, and to install a Distributed Antenna System ("**DAS**"), to provide First Net (Band 14), and 1900Mhz band for LTE coverage and capacity for Lessee's users, including Lessor, at the Property.

The parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.
2. **LEASE OF PREMISES.** Lessor leases to Lessee: (A) a certain portion of the Property containing approximately 10 Sq. Ft. square feet including the air space above such room/cabinet/ground space (the "**Equipment Space**"); and (B) areas located throughout the Property for the placement of antennas as described on the attached **Exhibit 1**, or in such other locations as Lessor and Lessee shall mutually approve after good faith consultation, which locations are deemed sufficient in Lessee's sole determination for the operation of the antennas (the "**Antenna Space**"). Additionally, Lessor irrevocably grants to Lessee during the Term (as defined below) a non-exclusive license over, under, along and through the Property in locations reasonably determined necessary by Lessee, from time to time, to install, maintain, repair, replace and remove conduits, wires, cables, cable trays and other necessary connections between the Equipment Space and/or the Antenna Space and the electric power, telephone and/or fuel sources on the Property (collectively the "**Connections**"). The Equipment Space, the Antenna Space, and the space occupied by the Connections are hereinafter collectively referred to as the "**Premises**", as described on attached **Exhibit 1**.
3. **PERMITTED USE.**
 - (a) Lessee hereby is granted the use of the Premises for the installation, construction, maintenance, operation, repair, replacement and upgrade of the DAS and any and all other communications fixtures and related equipment, cables, accessories and improvements as may be needed by Lessee from time to time to fully provide for the continuous transmission and reception of communications signals, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**") at no additional cost to Lessee or Lessor, as described in Sections 6(b) and 6(c) below (collectively, the "**Permitted Use**"). Lessor and Lessee agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Lessee's Permitted Use. . **Exhibit 1** plans and drawings shall be provided to Lessor upon execution of this Agreement or at a letter date. and Lessor will approve such drawings in writing within fifteen (15) days after receipt from Lessee,

and such approval will not be unreasonably withheld, delayed, or conditioned. Lessor grants Lessee during construction, the right to use such portions of Lessor's contiguous, adjoining or surrounding property (the "**Surrounding Property**") as may reasonably be required during construction and installation of the Communication Facility. Lessee has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Lessee's use ("**Lessee Changes**"). Lessee agrees to comply with all applicable governmental laws, rules, statutes and regulations relating to its use of the Communication Facility on the Property. Lessee has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. In the event Lessee desires to modify, replace, or upgrade the Communication Facility, and Lessee requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Lessor agrees to lease to Lessee the Additional Premises, upon the same terms and conditions set forth herein. Lessor agrees to take such actions and enter into and deliver to Lessee such documents as Lessee reasonably requests in order to effectuate and memorialize the lease of the Additional Premises to Lessee.

4. TERM.

(a) The initial lease term will be ten (10) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the tenth (10th) anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless a Party notifies the other Party in writing of its intention not to renew this Agreement at least sixty (60) days prior to the expiration of the then existing Term.

(c) If, at least sixty (60) days prior to the end of the final Extension Term, either Lessor or Lessee has not given the other written notice of its desire that the term of this Agreement end at the expiration of the final Extension Term, then upon expiration of the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. If Lessee remains in possession of the Premises after the termination of this Agreement, then Lessee will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

5. RENT.

In consideration of Lessee's installation of Lessee's Communication Facility, which the parties acknowledge and agree constitutes a substantial capital investment by Lessee, there shall be no lease fee or lease fee equivalent due from Lessee to Lessor.

6. APPROVALS.

(a) Lessor agrees that Lessee's ability to use the Premises is contingent upon the suitability of the Premises and Property for Lessee's Permitted Use and Lessee's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Lessee for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Lessor authorizes Lessee to prepare, execute and file all required applications to obtain Government Approvals for Lessee's Permitted Use under this Agreement and agrees to reasonably assist Lessee with such applications and with obtaining and maintaining the Government Approvals. In addition, Lessee shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Lessee has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice.

(c) Lessee may also perform and obtain, at Lessee's sole cost and expense and with Lessor's written consent, tests or reports on, over, and under the Property, necessary to determine if Lessee's use of the Premises is compatible with Lessee's engineering specifications, system, design, operations or Government Approvals.

7. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 16 of this Agreement after the applicable cure periods;

(b) by Lessee upon thirty (30) days' written notice to Lessor, if Lessee is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Lessee; or

(c) ; or if Lessee determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Lessee upon written notice to Lessor for any reason or no reason, at any time prior to commencement of construction by Lessee.

8. **INSURANCE.** During the Term, Lessee will carry, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) Workers' Compensation Insurance as required by law; and (iii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford minimum protection of Three Million Dollars (\$3,000,000) combined single limit, per occurrence and in the aggregate, providing coverage for bodily injury and property damage. Lessee's CGL insurance shall contain a provision including Lessor as an additional insured to the extent of the indemnity provided by Lessee under this Agreement. Notwithstanding the foregoing, Lessee shall have the right to self-insure against the risks for which Lessee is required to insure against in this Section. Lessee shall provide Lessor with a copy of Certificate of Insurance prior to commencement of construction by Lessee.

9. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, Lessor will provide Lessee, upon execution of this Agreement, with a list of all existing radio frequency user(s) on the Property to allow Lessee to evaluate the potential for interference. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations, manufacturer's specifications, and standards.

(b) Lessor will not grant, after the Effective Date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the Communication Facility, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Lessor will not use, nor will Lessor permit its employees, lessees, licensees, invitees, agents or independent contractors to use, any portion of the Property in any way which interferes with the Communication Facility, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Lessee. In the event any such interference does not cease within the aforementioned cure period, then the parties acknowledge that Lessee will suffer irreparable injury, and therefore, Lessee will have the right, in addition to any other rights that it may have at law or in equity, for Lessor's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Lessor.

(d) For the purposes of this provision, “interference” may include, but is not limited to, any use on the Property or Surrounding Property that causes electronic, physical or obstruction interference with, or degradation of, the communications signals to and/or from the Communication Facility.

10. INDEMNIFICATION. Notwithstanding any references to the contrary in this Agreement, Lessee assumes full liability for all of its acts in the performance of this Agreement. Lessee will save and indemnify and keep harmless Lessor against all liabilities, judgments, costs and expenses which may be claimed against Lessor in consequence of the granting of this Agreement to said Lessee, or which may result from the carelessness or neglect of said Lessee, or the agents, employees, or workmen of said Lessee in any respect whatever except for the negligent act or omission of Lessor. If judgment is recovered, whether in suits of law or in equity, against Lessor by reason of the carelessness, negligence, or by acts or omissions of the Agreement, such persons, firms, or corporations carrying out the provisions of the Agreement for Lessee, Lessee assumes full liability for such judgments not only as to the amount of damages, but also for the cost, reasonable attorneys fees, or other expenses resulting therefrom. Lessor shall tender the defense of any claim or action at law or in equity to Lessee or Lessee’s insurer, and upon such tender it shall be the duty of the Lessee or Lessee’s insurer to defend such claim or action without cost or expense to Lessor or its officers, agents, or employees so long as Lessor is found not to be negligent.

11. WARRANTIES.

(a) Lessee and Lessor each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Lessor represents, warrants and agrees that: (i) Lessor solely owns the Property as a legal lot in fee simple, and Lessor solely owns the Structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Lessee's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Lessee is not in default then Lessor grants to Lessee sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Lessor's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Lessor; and (v) Lessor has obtained all consents and approvals necessary to enter into this Agreement and to grant Lessee the rights hereunder.

12. ENVIRONMENTAL.

(a) Lessor and Lessee agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party’s activity conducted in or on the Property.

(b) Lessor and Lessee agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party, for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding (“**Claims**”), to the extent arising from that party’s breach of its obligations under Section 12(a). In addition, Lessor agrees to hold harmless and indemnify Lessee from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessor, for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement, and thereafter throughout the Term for Lessor’s acts and omissions related to hazardous substances. Lessee agrees to hold harmless and indemnify Lessor from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Lessee, for payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from Lessee’s acts and omissions related to hazardous substances at the Property.

(c) The indemnifications of this Section 12 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 12 will survive the expiration or termination of this Agreement.

(d) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Lessor and Lessor fails to address such condition.

13. ACCESS. At all times throughout the Term of this Agreement, and at no additional charge to Lessee, Lessee and its employees, agents, and subcontractors, will, upon twenty-four (24) hour written notice to Lessor, have pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Upon written notice to Lessor requiring access to the Property, Lessor shall provide Lessee with such codes, keys and other instruments necessary for such access at no additional cost to Lessee. Lessee shall execute an access agreement agreeable to Lessee, regarding Lessor's and Lessee's rights and responsibilities with such access codes, keys, and other instruments.

14. REMOVAL OF LESSEE'S PROPERTY. All portions of the Communication Facility brought onto the Property by Lessee will be and remain Lessee's personal property, regardless of whether any portion is deemed real or personal property under applicable law, and, at Lessee's option, may be removed by Lessee without Lessor's consent at any time during the Term. Lessor covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Lessee will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Lessor that all improvements of every kind and nature constructed, erected or placed by Lessee on the Premises will be and remain the property of Lessee. and may be removed by Lessee at any time during the Term. Within one hundred twenty (120) days after the termination of this Agreement, Lessee may remove all of Lessee's above-ground improvements and Lessee will, to the extent reasonable, restore the remainder of the Premises to its condition at the commencement of this Agreement, reasonable wear and tear and loss by casualty or other causes beyond Lessee's control excepted.

15. MAINTENANCE/UTILITIES.

(a) Lessee will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Lessor will maintain and repair the Property and access thereto and all areas of the Premises where Lessee does not have exclusive control, in good and leasable condition, subject to reasonable wear and tear and damage from the elements.

(b) Lessor will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide such other service to Lessee as Lessee may require in furtherance of the Permitted Use. Lessee shall be responsible for ordering separate utility services which Lessee may require from time to time for the use and operation of its Communication Facility and maintaining such services during the Term at Lessee's sole expense. By specific agreement between Lessor and Lessee, Lessee shall be responsible for the cost of bringing the T-1 and/or such other telephone service from the main (or minimum) point of entry ("MPOE") on the Property to the Equipment Space or such other location comprising a portion of the Premises as Lessee shall have the right to designate for the installation and operation of Lessee's Communication Facility.

16. DEFAULT AND RIGHT TO CURE.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: Lessee's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Lessor specifying the failure will be deemed a default by Lessee and a breach of this Agreement. No such failure, however, will be deemed to exist if Lessee has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessee. If Lessee remains in default beyond any applicable cure period, Lessor will have: (x) the right to cure Lessee's default and Lessee shall pay the costs of such cure within thirty (30) days after Lessor provides invoice(s) for same, and (y) the right to exercise any and all rights and remedies available to it under law and/or equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default; or (ii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within thirty (30) days after receipt of written notice from Lessee specifying the failure. No such failure, however, will be deemed to exist if Lessor has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Lessor. If Lessor remains in default beyond any applicable cure period, Lessee will have: (x) the right to cure Lessor's default and Lessor shall pay the costs of such cure within thirty (30) days after Lessee provides invoice(s) for same, and (y) any and all other rights available to it under law and/or equity.

17. ASSIGNMENT. Lessee shall not assign this Agreement and its rights herein, in whole or in part, without Lessor's written consent, except to an entity or entities which are of direct control or are directly controlling of Lessee. Upon written notification to Lessor of any assignment, Lessee will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

18. NOTICES.

(a) 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: Venue Name: Milwaukee PD HQ
Fixed Asset No: 16146975
1025 Lenox Park Blvd NE
3rd Floor
Atlanta, GA 30319

With the required copy of legal notice sent to Lessee at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn.: Legal Department - Network
Re: Venue Name: Milwaukee PD HQ
Fixed Asset No: 16146975
208 S. Akard Street
Dallas, Texas, 75202-4206

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

If to Lessor: City of Milwaukee
Attn: Milwaukee Police Department
200 East Wells Street
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.

(b) In the event of a change in ownership, transfer or sale of the Property, within thirty (30) days of such transfer, Lessor or its successor will provide written notice to Lessee.

19. CONDEMNATION. In the event Lessor receives notification of any condemnation proceedings affecting the Property, Lessor will provide notice of the proceeding to Lessee within ten (10) business days. If a condemning authority takes all of the Property, or a portion sufficient, in Lessee's sole determination, to render the Premises unsuitable for Lessee, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Lessee will include, where applicable, the value of its Communication Facility, moving expenses, and business dislocation expenses.

20. CASUALTY. Lessor will provide notice to Lessee of any casualty or other harm affecting the Property within five (5) business days of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Lessee's sole determination, then Lessee may terminate this Agreement by providing written notice to Lessor, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Lessee will be entitled to collect all insurance proceeds payable to Lessee on account thereof. If Lessor or Lessee undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Lessor agrees to permit Lessee to place temporary transmission and reception facilities on the Property

21. WAIVER OF LESSOR'S LIENS. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof.

22. TAXES. The Property is property-tax exempt under Wis. Stat. §70.11(2). See, especially, last sentence of §70.11(2), "[l]easing the property exempt under this subsection, regardless of the lessee and the use of the leasehold income, does not render that property taxable."

23. PUBLIC RECORDS. Both Parties understand that Lessor is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. sec. Lessee acknowledges that it is obligated to assist Lessor in retaining and producing records that are subject to the Wisconsin Public Records Law, including but not limited to those records produced or collected by Lessee under this Contract pursuant to Wis. Stat. sec. 19.36(3) and that the failure to do so shall constitute a material breach of this Agreement, and that Lessee must defend and hold Lessor harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after termination of this Agreement.

24. CONFLICT OF INTEREST.

(a) No officer, employee, or agent of Lessor who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of Lessor and no other

public official of Lessor who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

(b) Lessee covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Lessee further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of the Agreement or its employee must be disclosed to Lessor.

25. NON-DISCRIMINATION. Lessee agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse of sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories. The Parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. Lessee agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq. Lessee will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

26. SLAVERY DISCLOSURE AFFIDAVIT. All vendors in existence during the "slavery era" (prior to 1865), contracting with Lessor, shall complete an affidavit prior to entering into an agreement verifying that it has searched any and all company records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

27. AUDIT. At any time during normal business hours and as often as Lessor, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to Lessor or such agency for examination all of its records with respect to all matters covered by this Agreement and Lessee shall permit Lessor or such agency to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

28. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Lessor and Lessee. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Lessee and Lessor each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement shall be construed according to the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to a dispute arising between the Parties related to this Lease shall be exclusively in Milwaukee County circuit court for matters arising under state law and in the Eastern District of Wisconsin from matters arising under federal jurisdiction.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; and (viii) the singular use of words includes the plural where appropriate.

(g) **Affiliates.** All references to "Lessee" shall be deemed to include any Affiliate of Lessee using the Premises for any Permitted Use or otherwise exercising the rights of Lessee pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(h) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(i) **Sale of Property.** If Lessor, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Lessee, Lessor shall promptly notify Lessee in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Lessee's rights hereunder.

(j) **No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein.

(l) **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court or agency of competent jurisdiction, (a) the validity, legality and enforceability of the remaining provisions of this Agreement are not affected or impaired in any way if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired; and (b) the parties shall negotiate in good faith in an attempt to agree to another provision (instead of the provision held to be invalid, illegal or unenforceable) that is valid, legal and enforceable and carries out the parties' intentions to the greatest lawful extent. If any such action or determination renders the overall performance of this Agreement impossible or materially impairs the original purpose, intent or consideration of this Agreement, and the parties are, despite the good faith efforts of each, unable to amend this Agreement to retain the original purpose, intent and consideration in compliance with that court or agency determination, either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party.

(m) **Force Majeure.** Neither Party to this Lease shall be liable for any delay direct or indirect in performance caused by an unforeseen event such as acts of God, acts of governmental authorities, extraordinary weather conditions, an epidemic and/or pandemic public health crisis, or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either Party beyond such Party's reasonable control. Each Party will take reasonable steps to mitigate the impact of any force majeure.

(n) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(o) **WAIVER OF JURY TRIAL. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.**

29. APPROVAL. The City of Milwaukee's Common Council approved this Agreement and authorized its execution on _____, 20__, by passage of Resolution No. _____.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LESSOR"

CITY OF MILWAUKEE

By: _____
Cavalier Johnson, Mayor

By: _____
James Owczarski, City Clerk

COUNTERSIGNED

By: _____
Aycha Sawa, City Comptroller
Date: _____

Signatures of Cavalier Johnson, James Owczarski, and Aycha Sawa, authenticated this ____ day
of _____, 20__.

(name), (title)

"LESSEE"

NEW CINGULAR WIRELESS PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

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

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 20__, by and between the City of Milwaukee, a Wisconsin municipal corporation, as Lessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Lessee.

The Premises are described and/or depicted as follows:

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY LESSEE.
2. 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 ON THIS EXHIBIT 1.