

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

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (**First 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, 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 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. **New Exhibit 1-A.** Lessee shall have the right, in its sole discretion, to change and modify the Communication Facility as more completely described on attached Exhibit 1-C, without an increase in rent. Lessor’s execution of this Amendment will signify Lessor’s approval of Exhibit 1-C. Exhibit 1-C hereby replaces Exhibit C to the Agreement
2. **Notices.** Section 17 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
By: AT&T Mobility Corporation,
Attn: Network Real Estate Administration
Re: Cell Site #:WI1206,Cell Site Name: AWE–Milwaukee Fire Department (WI),
FA No: 10080329
575 Morosgo Dr. NE
Atlanta, GA 30324

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,
Re: Cell Site #:WI1206, Cell Site Name: AWE–Milwaukee Fire Department (WI)
FA No: 10080329
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
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.

x. **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.

x. **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.

x. **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.

x. **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 First Amendment on the dates set forth below.

“LESSOR”

City of Milwaukee,
a Wisconsin municipal corporation

By: _____
Name: Tom Barrett
Title: Mayor
Date: _____, 2016

By: _____
Name: James R. Owczarski
Title: City Clerk
Date: _____, 2016

Countersigned

By: _____
Name: Martin Matson
Title: City Comptroller
Date: _____, 2016

“LESSEE”

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

By: AT&T Mobility Corporation
Its: Manager

By: _____
Name: _____
Title: _____
Date: _____, 2016

LESSEE ACKNOWLEDGEMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____ in the year 2016 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: _____

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
)
COUNTY OF _____)

I CERTIFY that on _____, 2016, _____ [names of representative] personally came before me and acknowledged under oath that they:

- (a) are the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public
My Commission Expires: _____

EXHIBIT 1-C

See attached exhibits comprised of 33 pages, last updated October 7, 2015, prepared by Apex Engineers, Inc.

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.