

RELEASE AND SETTLEMENT AGREEMENT

THIS AGREEMENT, made effective this ___ day of _____ 2008 (hereinafter “Agreement”) by and between New Cingular Wireless PCS, LLC, (as successor in interest to AT&T Wireless PCS, Inc., a Delaware corporation, by and through its agent AT&T Wireless Services, Inc., a Delaware corporation, or one of its subsidiaries or affiliates) (hereinafter “Cingular”) and the undersigned owners of 3000 North Lincoln Memorial Drive, Milwaukee, WI., City of Milwaukee (hereinafter “Owner”), is as follows:

WITNESSETH:

WHEREAS, on or about December 15, 2000 Owner & Cingular entered into a Lease Agreement (“Lease”) which, upon termination by Cingular required restoration of the leased area (“Premises”) to its general condition prior to lease commencement, reasonable wear & tear excepted; and

WHEREAS, Owner & Cingular have agreed that Owner shall accept Cingular’s termination of Lease effective _____, 2008; and

WHEREAS, as consideration for Owner’s agreement to the terms and conditions described herein, Cingular agrees to pay the amount of Twelve Thousand Dollars and 00 Cents (\$12,000.00) (“Fee”), payable within sixty (60) days of the execution of this Agreement; and

WHEREAS, as consideration for Owner’s agreement to the terms and conditions described herein, Cingular agrees to pay the amount of Ten Thousand and Fifty Dollars and Seventy-Two Cents (\$10,050.72) (“Future Rent Fee”), payable within sixty (60) days of the execution of this Agreement, which amount is accepted by Owner and is agreed by both Owner and Cingular to be full consideration for all monthly rental payments owed the Owner; and

WHEREAS, as part of this Agreement, Owner agrees to execute the completion acknowledgment form as attached hereto and incorporated herein Exhibit A, provided that Cingular has met its obligations as set forth herein and Owner has received the payment of the Fee and the Future Rent Fee; and

WHEREAS, Owner and Cingular agree that Cingular or Owner may record the Memorandum of Release of Lease (“Memo”), as attached hereto and incorporated herein as Exhibit B but only after Owner has received payment of the Fee and the Future Rent Fee; and

NOW THEREFORE, for the valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged hereto by the undersigned, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as set forth in their entirety.
2. Release. Owner, in consideration of the terms specified in this Agreement and payment of the Fee and the Future Rent Fee, releases and forever discharges Cingular, their agents, administrators, assigns, contractors and subcontractors, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever in connection with or on account of the Lease and the Premises and any expected workmanship or durability of the restoration of improvements as outlined herein that it may have, individually or jointly with another party, including but not limited to claims for attorneys’ fees related to, or arising in any way from, any acts or omissions of Cingular in connection therewith (“Claims”). This release is intended to be general in nature. All obligations under the Lease will cease and neither party shall have any obligations to the other except for those terms related to the environmental condition of the property which by its express terms survive the termination or expiration of the Lease. Owner expressly waives any and all laws or statutes, of any jurisdiction whatsoever, which may provide that a general release does not extend to Claims not known or

Market: Central Region - IL/WI
Cell Site FA Code: 10080370

Cell Site Number: WI1137
Cell Site Name: Linwood Water Treatment Facility

suspected to exist at the time of execution or the release, or those which if known would have materially affected the decision to give said release.

3. Memo of Release. Each party agrees that the execution of this Agreement authorizes Cingular or Owner to file a Memo within the applicable county in which the Premises is located. Each party agrees to reasonably assist the other party to execute and record the Memo.

4. Authority. This Agreement constitutes a valid and legally binding obligation of each party executing this Agreement. The execution of this Agreement, and the transactions and performance contemplated hereby, has been duly authorized by the requisite action on the part of each party. Each person signing this Agreement represents and warrants that it has full authority to execute the Agreement on behalf of, and to bind to the Agreement, the party on whose behalf they are signing.

5. Entire Agreement This Agreement constitutes the entire agreement among the parties hereto, and there are no agreements, understandings, warranties, or representations with respect to the matters set forth herein except as specifically delineated herein. This instrument is not intended to have any legal effect, or to be a legally binding agreement, or any evidence thereof, until it has been signed by each of the parties hereto and all conditions to effectiveness have been satisfied.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns. This Agreement is made for the benefit of Cingular and Owner and all who succeed to the rights and responsibilities of them, including without limitation, their successors and assigns.

7. Authority of Law. This Agreement shall be interpreted under the laws of the State where the Premises are located.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Market: Central Region – IL/WI
Cell Site FA Code: 10080370

Cell Site Number: WI1137
Cell Site Name: Linwood Water Treatment Facility

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

WITNESSES:

"OWNER"

Print Name: _____

City of Milwaukee, a Wisconsin municipal corporation

Print Name: _____

By: _____
Print Name: Tom Barrett
Its: Mayor
Date: _____

By: _____
Print Name: Ronald D. Leonhardt
Its: City Clerk
Date: _____

COUNTERSIGN:

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

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

Print Name: _____

Print Name: _____

By: _____
Print Name: Warren Salek
Its: Executive Director - Network Operations

Date: _____, 2008

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the _____ day of _____, 200____, before me personally appeared Warren Salek, and acknowledged under oath that he is the Executive Director - Network Operations of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Notary Public: _____
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared Tom Barrett, City of Milwaukee Mayor who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

OWNER ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared Ronald D. Leonhardt, City of Milwaukee City Clerk who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

Market: Central Region – IL/WI
Cell Site FA Code: 10080370

Cell Site Number: WI1137
Cell Site Name: Linwood Water Treatment Facility

EXHIBIT A

Cell Site name & number: WI1137-Linwood Water Treatment Facility

Leasehold Address: 3000 North Lincoln Memorial Drive, Milwaukee, WI, 53211

Landlord name: City of Milwaukee

Cingular name on lease: Telecorp Realty LLC

By execution of this Exhibit-A to the Agreement of which this is part, Owner acknowledges and agrees that Cingular has met its removal obligations under the Agreement and Owner accepts the Premises in their current condition with the Transferred Assets remaining at the Premises. Owner acknowledges that Cingular's work at the Premises is complete and to its satisfaction and that Cingular has met the terms and conditions of the Agreement.

LANDLORD: City of Milwaukee

By: _____

Print Name: _____

Its: _____

Date: _____

Market: Central Region – IL/WI
Cell Site FA Code: 10080370

Cell Site Number: WI1137
Cell Site Name: Linwood Water Treatment Facility

**EXHIBIT B
TERMINATION OF MEMORANDUM OF LEASE**

Prepared by:

Black & Veatch
7600 County Line Road
Burr Ridge, Illinois 60521
(630) 789-1900 Main Number

Return to:

Black & Veatch
7600 County Line Road
Burr Ridge, Illinois 60521
(630) 789-1900 Main Number
Attn: Leasing Department

State: Wisconsin
County: Milwaukee
APN: _____

THIS TERMINATION OF MEMORANDUM OF LEASE (“Termination”) is made as of this ___ day of _____, 2008 by and between City of Milwaukee (“Owner”), and New Cingular Wireless PCS, LLC (“Cingular”).

BACKGROUND

On December 15, 2000 Owner and Cingular entered into a certain Option and Lease Agreement (“Lease”) with respect to certain real property located at 3000 North Lincoln Memorial Drive, Milwaukee, WI. 53211 (“Premises”), as more particularly described in a Memorandum of [Option and] Lease (“Memorandum”) that was recorded in the Clerk’s Office of Milwaukee County, on August 29, 2001 at Liber Walter R. Barczak Register of Deeds, Page 8125742.

Owner and Cingular enter into this Termination to evidence the termination, cancellation and discharge of the Lease and Memorandum.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances thereto belonging free, clear and discharged from the encumbrance of said Memorandum.

NOW, THEREFORE, intending to be legally bound, Owner and Cingular hereby declare, for themselves and all who succeed to their respective interests, that the Memorandum is terminated, canceled and discharged and is of no further force or effect. This Termination is effective upon submission for filing at the Clerk’s Office of the County in which the Premises are located.

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

Market: Central Region - IL/WI
Cell Site FA Code: 10080370

Cell Site Number: WI1137
Cell Site Name: Linwood Water Treatment Facility

WITNESSES:

"OWNER"

Print Name: _____

City of Milwaukee, a Wisconsin municipal
corporation

Print Name: _____

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

"TENANT"

New Cingular Wireless PCS, LLC,
By: AT&T Mobility Corporation
Its: Manager

Print Name: _____

Print Name: _____

By: _____
Print Name: Warren Salek
Its: Executive Director - Network Operations

Date: _____, 2008

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

Market: Central Region - IL/WI
 Cell Site FA Code: 10080370

Cell Site Number: WI1137
 Cell Site Name: Linwood Water Treatment Facility

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

On the _____ day of _____, 200____, before me personally appeared Warren Salek, and acknowledged under oath that he is the Executive Director - Network Operations of New Cingular Wireless PCS, LLC, a Delaware limited liability company, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

 Notary Public: _____
 My Commission Expires: _____

OWNER ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
 COUNTY OF _____)

BE IT REMEMBERED, that on this _____ day of _____, 200____ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

 Notary Public: _____
 My Commission Expires: _____