

## FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease Agreement (“**First Amendment**”) is made effective the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“**Effective Date**”) by and between TowerCo 2013 LLC, a Delaware limited liability company (“**Tenant**”), and the City of Milwaukee, a Wisconsin municipal corporation (“**Landlord**”). Landlord and Tenant are each a “**Party**”; together, they are the “**Parties.**”

**WHEREAS**, Landlord and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“**New Cingular**”), entered into that certain Land Lease Agreement effective December 15, 2015 (the “**Lease**”), pursuant to which New Cingular leased space for a telecommunications facility at 3929 South 6th Street, Milwaukee, WI 53221 (as more fully described in the Lease as the “**Premises**”); and

**WHEREAS**, New Cingular and Tenant entered into that certain Assignment of Lease Agreement effective March 16, 2016, by and through which New Cingular assigned its rights and interest as defined in the Lease to Tenant; and

**WHEREAS**, Tenant wishes to amend and extend the term of the Lease; and

**WHEREAS**, the Parties wish to amend the Lease in order to address the above item and reach new agreements with respect to the same.

**NOW, THEREFORE**, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. The foregoing recitals are expressly made a part of this First Amendment and are incorporated herein by this reference.

2. The term of the Lease is hereby extended to midnight on June 30, 2030 (the “**Current Term**”), and Tenant shall have the right to extend this Lease for six (6) additional five-year terms (each, a “**Renewal Term**”), respectively, on the same terms and conditions as set forth in the Lease except as amended by this First Amendment. The Lease shall automatically renew for each Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew the Lease at least one hundred and twenty (120) days prior to the expiration of the immediately preceding Current Term or Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of the Lease, as amended.

3. The Five Percent (5%) annual rent escalator shall remain.

Cell Site No.: W11066  
Cell Site Name: Milwaukee Howard Avenue WT Relo  
Fixed Asset Number: 11612204

4. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this First Amendment, the terms of the First Amendment shall control. Unless otherwise indicated or introduced in this First Amendment, all defined terms referenced in this First Amendment shall have the same meaning as those found in the Lease.

5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this First Amendment shall legally bind the Parties to the same extent as original documents.

*[Signature Page Follows]*

Cell Site No.: W11066  
Cell Site Name: Milwaukee Howard Avenue WT Relo  
Fixed Asset Number: 11612204

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the Effective Date.

Tenant:

**TOWERCO 2013 LLC**  
**a Delaware Limited Liability Company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Landlord:

**CITY OF MILWAUKEE**  
**a Wisconsin Municipal Corporation**

By: \_\_\_\_\_

Cavalier Johnson, Mayor

By: \_\_\_\_\_

James Owszarski, City Clerk

**COUNTERSIGNED**

By: \_\_\_\_\_

Bill Christianson, City Comptroller

Signatures of Cavalier Johnson, Mayor; James R. Owszarski, City Clerk; and Bill Christianson, City Comptroller authenticated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jordan M. Schettle, Assistant City Attorney  
State Bar No. 1104571

**Approved as to form and execution**

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Jordan M. Schettle, Assistant City Attorney  
State Bar No. 1104571