

LEASE AGREEMENT

This Agreement (“Lease” or “Agreement”), made as of this 1st day of September, 2010, between the CITY OF MILWAUKEE, a Wisconsin municipal corporation, hereinafter referred to as “Lessor”, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee.”

RECITALS

A. Lessor is the owner of water purification plant located on the Property at 3000 North Lincoln Memorial Drive in the City of Milwaukee, County of Milwaukee, State of Wisconsin, as legally described on Exhibit “A” attached hereto and incorporated herein (“Property”).

B. Lessee desires to lease certain space on the Property, hereinafter referred to as “the Leased Space” and as described on Exhibit “B” and its subparts attached hereto and incorporated herein, and requires certain non-exclusive easement rights of access for the term of this Agreement, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s equipment shelter, antennas and appurtenances as described on Exhibit “C” attached hereto and incorporated herein (“Lessee’s Equipment”).

C. Lessor is willing to lease to Lessee the Leased Space and certain non-exclusive easement rights of access for the term of this Agreement, for: (1) utility lines and cables; and (2) vehicular ingress and egress across and over Lessor’s Property for access to the Leased Space and Lessee’s Equipment, under the following terms and conditions.

AGREEMENT

1. Term.

a. Initial Term. This Agreement shall be for an initial term of fifteen (15) years (“Initial Term”), commencing as of September 1, 2010 (the “Commencement Date”).

b. In Lessor’s reasonable discretion, Lessor may grant to Lessee three (3) additional five-year terms (the “Renewal Terms”). To the extent Lessee is interested in pursuing the Renewal Terms, Lessee shall provide a written request therefore to Lessor not less than ninety (90) days prior to the expiration of the existing Term and the Agreement shall renew upon the same terms and conditions, including, without limitation, the monthly rental rate and annual escalations of the Rent.

2. Termination by Lessor for Special Purpose.

If, at any time during the term of this Agreement, the Common Council of the City of Milwaukee determines that the Leased Space is needed for a special purpose by Lessor or any of its bureaus or departments, this Agreement, and any extension thereof, shall be subject to cancellation by Lessor upon one (1) years’ prior written notice to Lessee (“Special Purpose Termination”). In the event of such termination, Lessee shall pay a prorated rent amount hereunder during the period between the date of Lessor’s notice of termination and Lessee’s

vacation of the Leased Space. During such period, Lessee shall be entitled to remove from the Leased Space all of Lessee's Equipment.

3. Rent. Annual rent shall be \$27,000.00 for the first year of the Initial Term, increased every year of the Initial Term and any Extension Terms by five percent (5%). Rent shall be paid in advance and delivered on or before the 5th day after the anniversary of the Commencement Date and every year thereafter to the address set forth in this Agreement for giving notices.

4. Use. Lessee shall use the Leased Space for the transmission and reception of communication signals and the installation, construction maintenance, operation, repair, replacement and upgrade of Lessee's Equipment. A copy of Lessee's FCC filing papers and any issued licenses must be provided to Lessor. Lessee shall not use the Leased Space for the provision of "cable service" or as a "cable television system" as those terms are defined in state and federal law nor shall Lessee use the Leased Space as a "cable communications system" as defined in sec. 99-3-5, Milwaukee Code of Ordinances.

5. Installation.

a. The antennas and appurtenances described in Exhibit "C" shall be specified and provided by Lessee along with plans and specifications for their installation. Said plans and specifications are subject to Lessor's approval, such approval not to be unreasonably withheld, delayed or conditioned. Lessee shall install these items at Lessee's cost. Subsequent maintenance and replacement shall be the responsibility and at the discretion of Lessee. All improvements, modifications and replacements for Lessee's Equipment shall be subject to the requirements contained in Exhibit D, and the same shall be installed according to the plans approved by Lessor. Lessee shall follow EIA and NEC guidelines in regards to antenna system grounding.

b. Lessor will not grant, after the 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 Lessee's Equipment, the operations of Lessee or the rights of Lessee under this Agreement. . This Agreement shall not be construed so as to preclude additions, deletions, or modifications by Lessor to Lessor's own facilities at this location. Lessor agrees, however, not to make or allow to be made, during the term of this Agreement or any Extension Term, any such additions, deletions, or modifications to its own facilities at this location which would interfere with Lessee's intended use. Likewise, no such additions, deletions, or modifications to Lessee's facilities at this location shall be made which, within Lessor's reasonable discretion, would interfere with Lessor's use of its facilities at this location. 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 Lessee's Equipment, the operations of Lessee or the rights of Lessee under this Agreement.

c. Lessee shall bear all responsibility and expense of obtaining all necessary permits and licenses (and shall provide copies of all necessary permits and licenses to Lessor) from the Federal Communications Commission and shall be fully responsible for installing and operating its antenna and equipment in compliance with Federal Communications Commission rules and regulations. Lessee warrants that its use of the Leased Space will not interfere with existing radio frequency user(s) on the Property, 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. Any radio interference to such existing radio systems using Lessor's Property, caused by equipment of Lessee shall be corrected immediately by Lessee, at Lessee's expense. Lessor shall notify Lessee if such interference affects Lessor's critical public service communications and Lessee agrees to correct the problem immediately, or to temporarily cease operation until the problem is corrected. Failure to immediately correct the problem or to temporarily cease operation for interference with Lessor's critical public service communications systems shall, at the option of Lessor, constitute grounds for Lease termination.

d. Lessor will be responsible for necessary repair and maintenance of the Property.

e. Lessee will be responsible for installation and payment of all utilities, including, but not limited to the installation of separate metering of its electricity, required by its use of the Leased Space. Lessee shall pay any real estate taxes and personal property taxes levied against Leased Space and the improvements constructed thereon by Lessee, if any.

f. Lessee and its authorized representatives shall have a right to ingress and egress to and from the Leased Space for the purposes set forth herein as provided in the Water Works Safety and Security Policy attached hereto as Exhibit D.

g. Lessor must be supplied with the name, title, telephone number and pager number of current technical representatives of Lessee, to which radio-related issues will be referred. At all times, these persons must have the authority to resolve radio interference issues.

6. Termination.

a. By Lessee: It is understood and agreed that Lessee's ability to use the Leased Space is contingent upon its obtaining and maintaining, after the execution of this Agreement, all the certificates, permits, and other approvals that may be required by any federal, state, or local authorities. Lessor shall cooperate with Lessee in its efforts to obtain such approvals and shall take no action that would adversely affect the status of the Leased Space with respect to the proposed use thereof by Lessee. In the event that any of such applications should be finally rejected or any certificate, permit, license, or approval issued to Lessee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Lessee, in its sole discretion, will be unable to use the Leased Space for its intended purposes, Lessee shall have the right to terminate this Agreement upon 30-days written notice to Lessor.

Said termination right shall also apply in the event that Lessee is otherwise, within its sole discretion, precluded from using the Leased Space for its intended purpose. Notice of Lessee's exercise of this right to terminate shall be given to Lessor in writing six (6) months in advance of intended termination date as provided under paragraph 17 below. In the event this Agreement is terminated for any reason other than a default of Lessee, Lessee will be entitled to reimbursement for any prepaid Rent on a prorata basis subject to section 6.c below. Upon such termination, this Agreement shall become null and void and all parties shall have no further obligations, including the payment of money, to each other.

This Agreement may be terminated, without penalty or further liability by Lessee upon sixty (60) days' prior written notice to Lessor for any reason or no reason, so long as Lessee pays Lessor a termination fee equal to one half the annual rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Lessee under any right of termination contained herein.

b. By Lessor: Lessor also has the right to terminate this Agreement if Lessee abandons or vacates the leased premises, or if Lessee is adjudicated bankrupt, makes an assignment for the benefit of creditors, or becomes insolvent. Per MCO § 295-413-2, Lessor and Lessee agree that "abandonment" shall be deemed to occur if Lessee ceases to use the leased premises for a period of 12 consecutive months.

c. Removal of Property: Lessee shall within a reasonable period following termination of this Agreement, remove its personal property and fixtures (except any utilities which may have been installed below grade) and restore the Leased Space to its original condition, reasonable wear and tear and damage not caused by Lessee excepted. Foundations shall be removed to a depth of two (2) feet below grade). Notwithstanding anything to the contrary contained herein, Lessee shall continue to pay rent (notwithstanding termination) through the date the Lessee's personal property, equipment, and fixtures are removed from the Property or Leased Space. If Lessee does not remove its personal property and fixtures, and restore the Leased Space and Property within sixty (60) days after termination, Lessor shall have the absolute right, in its sole discretion, and at Lessee's sole cost and expense, to dispose of Lessee's equipment, personal property, and fixtures, and to restore the Leased Space and Property, without liability or any claim for reimbursement by Lessee may perform the removal and/or restoration work at Lessee's sole expense.

7. Indemnification.

a. Lessee shall indemnify and hold Lessor harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Leased Space by Lessee, its servants or agents, excepting, however, such claims or damages as may be due to or caused by negligence or intentional acts of Lessor, its employees, invitees, agents or contractors.

b. To the extent permitted by law, Lessor agrees to indemnify, defend and hold Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Lessor, its employees or agents in breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional acts or omissions of Lessee, its employees, agents or independent contractors.

8. Insurance.

a. Liability. Lessee shall maintain, at its sole cost and expense, commercial general liability 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 against any claims for personal injury or property damage

relating to or arising from the installation, existence, use, repair, maintenance, replacement or removal of the antenna array or Equipment Shelter.

b. Property Damage. Lessor shall maintain, at its sole cost and expense, all perils insurance with extended coverage and replacement cost endorsements insuring the Property at its full insurable value. Lessee shall be responsible for obtaining its own coverage for its equipment, antennas and appurtenances.

c. Additional Insured/Certificate of Insurance. The Lessor shall be included as an additional insured on all insurance policies described in this Section and shall be given thirty (30) days prior written notice of any cancellation, non-renewal, or material change in any insurance coverage. A certificate of insurance showing that such coverage is in effect shall be provided to the Lessor within fifteen (15) days of the date first above written and annually thereafter during the term of this Lease.

d. 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. In the event Lessee elects to self-insure its obligation to include Lessor as an additional insured as permitted by the previous sentence, the following provisions shall apply: (1) Lessor shall promptly and no later than fifteen (15) days after notice thereof provide Lessee with written notice of any claim, demand, lawsuit or the like for which it seeks coverage pursuant to this Section and provide Lessee with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit or the like; (2) Lessor shall not settle any such claim, demand, lawsuit or the like without the prior written consent of Lessee; (3) Lessor shall fully cooperate with Lessee in the defense of the claim, demand, lawsuit or the like; (4) Lessee's self-insurance obligation for Lessor shall not extend to claims for punitive damages, exemplary damages, or gross negligence; and (5) such obligation shall not apply when the claim or liability arises from the negligent or intentional act or omission of Lessor, its employees, agents, or independent contractors.

9. Security. Lessee will comply with Lessor's Security and Safety requirements as set forth on attached Exhibit D. Lessee acknowledges that any failure on its part to comply with such requirements may result in Lessor denying Lessee access to the Leased Space or Lessee's Equipment.

10. Casualty. In the event the Leased Space is destroyed or damaged in whole or in part by casualty during the term of this Agreement or any Extension Term, and to the extent that the Leased Space is not useful for Lessee's purposes, then at Lessee's option (exercised by notice to Lessor) this Agreement may be terminated as of the date of the notice. In the event the Agreement is not terminated by Lessee, the rent shall abate while and to the extent that the Leased Space is not useful for Lessee's purposes. Nothing herein shall require the Lessor to rebuild following destruction or damage.

11. Environmental Pollutants. Lessee shall not, either with or without negligence, cause or permit the escape, unlawful disposal or release beyond lawful limits of any Hazardous Materials as hereinafter defined. Lessee shall not bring onto the Leased Space and/or Property or knowingly allow the storage or use of Hazardous Materials in any manner if prohibited by law or

if not sanctioned by the highest standards prevailing in the industry for the storage and use of such substances or materials. For the purposes of this paragraph, the term "Hazardous Materials" shall mean, (1) any substances defined as "hazardous substances," "pollutants," "contaminants," "hazardous materials," "hazardous wastes," or "hazardous or toxic substances" as now or hereafter defined in any applicable federal, state or local law, regulation, ordinances, or directive, including, but not limited to, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sec. 6901 et. m.); the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by SARA, 42 U.S.C. Sec. 9601, et. seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et. seq.; the Toxic Substance Control Act, 15 U.S.C. Sec. 2601, et. seq.; the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sec. 9601, et. seq.); the Clean Water Act, 33 U.S.C. Sec. 1251 et. seq.; the Clean Air Act, 42 U.S.C. Sec. 7412, et. seq.; as any such acts may be amended, modified or supplemented; (ii) those substances listed or otherwise identified in the regulations adopted and publications issued, as may be amended, modified or supplemented, pursuant to any of the above-referenced statutes; (iii) any friable asbestos, airborne asbestos, or any substance or material containing asbestos; (iv) any substance, the presence of which on the Leased Space and/or Property is prohibited by any legal requirement of any governmental authority or which may give rise to an assessment of a governmental authority; and (v) any other substance which by legal requirement of any governmental authority requires special handling in its collection, storage, treatment or disposal.

a. If, either during the term hereof or within two (2) years of its expiration, a federal or state agency shall, in its reasonable discretion, require testing to ascertain whether or not there has been any release of Hazardous Materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional Rent if such requirement applies to the Leased Space and/or Property. If testing conducted by Lessor pursuant to this subparagraph identifies the presence of any release of Hazardous Materials by Lessee, Lessee shall have the right and opportunity to perform, at Lessee's costs, a retest to confirm or refute the results of Lessor's testing. Lessee shall execute affidavits, representations and the like from time to time during the term hereof or within two (2) years of its expiration, at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of Hazardous Materials on the Leased Space and/or Property.

b. Lessee Indemnification of Lessor. Lessee shall indemnify and hold harmless Lessor, its officers, employees, agents, successors and assigns from and against any and all losses, claims, damages, penalties, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), fines, injuries, penalties, response costs (including the cost of any required or necessary investigation, testing, monitoring, repair cleanup detoxification, preparation of any closure or other required plans, or other removal, response or remedial action at or relating to the Property) (collectively, the "Claims and Costs"), with respect to, as a direct or indirect result of, or arising out of any of the following: (i) any legal requirements, lawsuit (brought or threatened), reasonable settlement, or requirement of any insurer of the Leased Space and/or Property or any portion thereof, relating to the generation, presence, management, disposal, release (or threatened release), escape, seepage, leakage or cleanup of any Hazardous Materials at, on, from or under all or a portion of the Leased Space and/or Property for which Lessee, its agents, contractors, or invitees are responsible, or (ii) the migration of Hazardous Materials caused by Lessee from the Leased Space and/or Property to any other property or onto the Leased Space and/or Property (iii) the treatment, disposal or storage of Hazardous Materials or the

transportation of Hazardous Materials from the Leased Space and/or Property by Lessee, its agents, contractors or invitees; or (iv) the incorporation by Lessee of any Hazardous Materials in the Leased Space.

c. Lessor Indemnification of Lessee. Lessor agrees to indemnify, defend and hold Lessee and its officers, partners, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees and expert fees which arise during or after the term of this Lease from or in connection with the presence in the soil, groundwater or soil vapor on or under the Property of Hazardous Materials, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph 11.c. shall specifically cover costs incurred in connection with any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Materials in the soil, groundwater or soil vapor on or under the Property, unless the Hazardous Materials are present solely as a result of the negligence or willful misconduct of Lessee, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by this section shall also specifically cover costs incurred in connection with:

1. Hazardous Materials present in the soil, groundwater or soil vapor on or under the Property before the term of this Lease commenced;
2. Hazardous Materials that migrate, flow, percolate, diffuse or in any way move onto or under the Property after the term of this Lease commenced, except if caused by Lessee; or
3. Hazardous Materials present on or under the Property as a result of any discharge, dumping or spilling (accidental or otherwise) onto the Property, prior to, during or after the term of this Lease by any person, corporation, partnership or entity other than Lessee.

d. Condition of Property, Compliance with Law. Lessor represents that Lessor's Property (including without limitation, the location for the Leased Space) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority. Lessee agrees that, subject to Lessor's compliance with the terms of this paragraph, any improvements constructed by Lessee on the Property and all of the operations of Lessee within the Property shall be in compliance with all applicable laws, codes and regulations.

The foregoing conditions and indemnifications in subparagraphs 11.a, 11.b and 11.c shall survive the expiration or earlier termination of this Agreement.

12. Quiet Enjoyment; Cooperation; Estoppel Letters. Lessor covenants and agrees that upon payment by Lessee of the rental under this Agreement and upon the observance and performance of all the covenants, terms and conditions on Lessee's part to be observed and performed, Lessee shall peaceably and quietly hold and enjoy the Leased Space, rights, and privileges granted hereunder for the term hereby demised without hindrance or interference by Lessor or any other person. However, Lessor may lease space on the Property to third parties if

such use does not hinder or interfere with Lessee's use of the Leased Space as provided hereunder.

Both parties agree to strive to maintain an amiable long-term relationship and to use best efforts to fulfill the terms and conditions of this Agreement. Lessor agrees to cooperate with Lessee in any efforts by Lessee to secure, maintain, or renew any governmental permits or license necessary to use the Leased Space as contemplated in this Agreement, and to join in any application or other document reasonably requested by Lessee. Lessor and Lessee agree to furnish to each other upon request, letters confirming whether this Agreement is in full force and effect free of known defaults and such other matters concerning the status of this Agreement which may be reasonably requested.

13. Lessor Representations. Lessor represents that it is seized of good and sufficient title and interest in the Property and has full authority to enter into, execute and perform its obligations under this Agreement. Lessor further covenants that there are no liens, judgments, or impediments of title on the Property.

14. Paragraph Headings; Entire Agreement; Oral Modifications. The section or paragraph headings contained herein are for convenience only and shall not be deemed a part of this Agreement. This Agreement contains the entire understanding between the parties with reference to the matters contained herein, there being no terms, conditions, warranties, or representations other than those contained herein, and no amendment hereto shall be valid unless made in writing and signed by both of the parties hereto.

15. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. In the event that any provisions hereof shall be legally unenforceable, the remaining provisions shall nevertheless be carried into effect. The parties agree that time is of the essence of this Agreement.

16. Assignment. This Agreement may not be sold, assigned, or transferred at any time by Lessee except to any of Lessee's Affiliates or to any entity which acquires all or substantially all Lessee's assets in the market defined in the Federal Communication Commission in which the Property is located by reason of a merger, acquisition or other business combination,. Except as to those parties, this Agreement may not be sold, assigned, or transferred without the prior written consent of the Lessor, such consent not to be unreasonably withheld or delayed.

17. Notices. All notices hereunder must be in writing and shall be deemed validly given when mailed by first class mail with proper postage addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

LESSEE:

New Cingular Wireless PCS, LLC
Attn: Network Real Estate
Administration Re: Cell Site # WI0053
Cell site name: LakeFront (WI)
Fixed Asset No. 10011910
12555Cingular Way, Suite 1300
Alpharetta, GA 30004

LESSOR:

City of Milwaukee
Superintendent,
Milwaukee Water Works
841 North Broadway, Room 409
Milwaukee, Wisconsin 53202
(414) 286-2801

With a copy to:

New Cingular Wireless PCS, LLC
Attn: Legal Department Re:
Cell Site #: W10053 Cell Site
Name: Lakefront (WI):
Fixed Asset No.: 10011910
15 East Midland Ave,
Paramus, NJ 07652

With a copy to:

Office of the City Attorney
City Hall, Room 800
200 East Wells Street
Milwaukee, WI 53202
(414) 286-2601

18. Successors. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

19. Lease Memorandum. The parties agree to execute a Memorandum of Lease in recordable form intended for notification and recording to give notice to the public of the existence of this Agreement.

20. Broker's Commission. The parties mutually represent and warrant that no commission or consulting fees have been paid or are payable to any real estate brokers, consultants or agents in connection with this Agreement.

21. Personal Property. Lessee's Equipment, shelter and all related equipment and antennas shall remain the personal property of Lessee, shall not be deemed to be permanently attached to the Leased Space, and shall be maintained and repaired solely by Lessee.

22. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it has or may have, statutory or otherwise, concerning the Lessee's Equipment and all related equipment and antennas, or any portion thereof, which shall be deemed personal property for the purposes of this Agreement, regardless of whether or not the same is deemed real or personal property under applicable law. Lessor consents to Lessee's right to remove all or any portion of Lessee's Equipment from time to time in Lessee's sole discretion and without Lessor's consent

23. Condemnation. In the event that all or substantially all of Lessor's Property is condemned by an authorized governmental or quasi-governmental authority, this Agreement shall terminate upon the date of the taking and each party shall have the right to maintain their own respective actions against the condemning authority for their respective damages and neither

party shall have any interest in any award granted to the other. In the event of such a taking, any excess prepaid rent shall be promptly repaid to Lessee.

24. Default And Right To Cure.

(a) The following will be deemed a default by Lessee and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Lessor of such failure to pay; or (ii) Lessee's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Lessor specifying the failure. 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 the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Lessor and a breach of this Agreement: (i) failure to provide access according to the Exhibit D; (ii) failure to cure an interference problem within forty-eight (48) hours after receipt of written notice of such default; or (iii) Lessor's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) 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: (i) the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee, and (ii) any and all other rights available to it under law and equity.

IN WITNESS WHEREOF, the City of Milwaukee, Lessor, and Lessee, have executed this document on the date first written above.

Signatures appear on following page

LESSOR:
CITY OF MILWAUKEE

BY: _____
Tom Barrett, Mayor

BY: _____
James R. Owczarski, City Clerk

COUNTERSIGNED

BY: _____
Martin Matson, City Comptroller

Approved as to form and execution this
_____ day of _____, 2012.

BY: _____
Assistant City Attorney

1048-2012-146:178069

LESSEE:
New Cingular Wireless PCS, LLC,
a Delaware

By: AT&T Mobility, its manager

BY: _____
Name: Dennis Klein
Title: Area Manager Real Estate & Construction,
IL/WI

EXHIBIT A
LEGAL DESCRIPTION OF THE
PROPERTY

Commencing at the NE corner of the NE ¼ of Section 15, T7N, R22E, Milwaukee County, Wisconsin; thence N 88 degrees 38' 54" E 165.52 feet to a point; thence S 1 degree 21' 06" E 98.50 feet to a point; thence N 88 degrees 38' 54" E 73.80 feet to a point; thence S 08 degrees 37' 50" E 568.38 feet to a point; thence S 81 degrees 22' 10" W 65 feet to a point thence; S 08 degrees 37' 50" E 72.00 feet to a point; thence N 81 degrees, 22' 10" E 65 feet to a point; thence S 8 degrees 37' 50" E 422.56 feet to a point; thence S 0 degrees 39' 27.5" E 333.17 feet along the arc of a curve with a radius of 1201.01 feet to a point; said point being the point of beginning of the parcel to be described; thence southwesterly along the eastern right of way line of Lincoln Memorial Drive a distance of 916.60 feet; thence easterly along a line perpendicular to the east right of way line of Lincoln Memorial Drive to the waters edge of Lake Michigan; thence northeasterly along the water's edge of lake Michigan to a point which is N 88 degrees 38' 54" East and 676.90 feet from the point of beginning; thence S 88 degrees 38' 54" W a distance of 676.90 feet to the point of the beginning.

The South 1387.50 feet or the North 1486 feet of the East 981.33 feet of the West 1159.33 feet in the Northwest ¼ of Section 14, Town 7 North, Range 22 East, City of Milwaukee, County of Milwaukee, State of Wisconsin.

Address: 3000 North Lincoln Memorial Drive.
Tax Key No.: 317-9999-000-0

EXHIBIT B
DESCRIPTION OF THE LEASED SPACE

Specific site/design plans on file with the Office of the City Attorney and the Superintendent of Milwaukee Water Works

EXHIBIT C

LESSEE'S EQUIPMENT

The following Equipment together with any associated wires, cables, pipes, related ancillary equipment and conduit attached thereto and supporting structures associated therewith shall be located on the Lease Premises.

1. Six (6) panel antennas
2. Two (2) Microwave Dishes ~ 2'
3. One (1) 11.5' x 26' equipment shelter within the Lease Premises
4. Twelve (12) lines of coax/fiber/hybrid
5. Six (6) TMA's
6. Two (2) RRU's
7. Two (2) Raycap Fiber & DC Distribution Unit with Integrated Surge Protector
8. One (1) GPS antenna

EXHIBIT D
SECURITY AND SAFETY REQUIREMENT

INSERT UPDATED VERSION

Exhibit ___ Wireless Contractor Security and Safety Requirements

This document covers all employees and contractors of any wireless provider who has equipment located at any MWW facility. Access is limited to the specific areas necessary for the employee or contractor to perform their scope of work. In the event of a conflict between the language in this Exhibit and the Lease, this Exhibit shall control.

Administration (see exhibit "A" for contact information)

- Tenant is required to provide a single point of contact for security matters. Any change to this contact needs to be reported promptly to MWW.
- Tenant is required to provide MWW with a list of employees and contractors authorized for access to the Tenant's equipment. Any change to the employee or contractor listing must be communicated promptly to MWW. Only individuals on the list will be granted site access.
- Tenant is required to supply MWW with a letter of compliance stating all employees requesting access be vetted in a manner similar to MWW employees. That would include :
 1. Criminal Felony/Misdemeanor by county of residence – superior and municipal court records in any county in the US going back seven (7) years.

The MWW Water Security Manager will periodically audit the vendors by requiring that they provide redacted copies of the completed background check with personal information removed. Employers not complying with MWW policy on conducting background checks will have employees access terminated until such time as these checks have been completed.

- Tenant is required to provide a valid sample of their corporate identification card format. This will be used to verify the identity of all employees and contractors of the Tenant who wish to gain site access. If the identification provided by the individual requesting access does not match what the Tenant has provided, the employee or contractor may be denied access.
- All required information and access list updates must be submitted to the MWW Water Security Manager before access will be granted. Updating and disseminating this information will require a minimum of two (2) business days. All changes must be in writing; no verbal changes will be processed.
- Tenant's ground equipment and locks must be identified and clearly labeled with the Tenant's name and a 24/7 emergency contact number for police or emergency first responders.

Changes or Addition to Equipment

- A written request outlining the scope of work and any authorization for designers or general contractors should be made to the Superintendent of Milwaukee Water Works (MWW). This request must come from the Lessee. If MWW deems that the proposed work is simple maintenance, requestor will be referred to appropriate MWW staff for scheduling and access arrangements. If MWW deems that the proposed work is more than simple maintenance, this document shall apply.
- The Lessee and any authorized firms shall schedule an appointment with the Engineering Section of Milwaukee Water Works. This will be noted in the response to the written request.
- Five (5) sets of proposed plans each with the original signature and stamp of a Professional Engineer licensed in the State of Wisconsin should be submitted to the Superintendent. Proposed plans must include a site plan. These are reviewed by the Engineering Section of Milwaukee Water Works and an official response is prepared for the Superintendent's signature. This response will be transmitted to the Lessee and the cover letter copied to a third party or vice versa upon direction by the Lessee.
- Upon completion of the review, three (3) sets will be returned to the Lessee or their designee. If the proposed plans are acceptable to Milwaukee Water Works, the stamp will note: REVIEWED FOR CONSTRUCTION-NO EXCEPTIONS. Or the stamp could direct a RE-SUBMITTAL for a variety of reasons. Scheduling the appointment, as noted in Item 2, should eliminate RE-SUBMITTALS. Alterations that modify the leased space may require a formal contract amendment and approval of the Common Council of the City of Milwaukee before construction may begin.
- Construction may not commence until Lessee has received the appropriate notice from Milwaukee Water Works. The "NO EXCEPTION" response will include a reminder of the current SECURITY REGULATIONS with the directions for acquiring access to the site and notifications. The installing contractor must have a set of the Milwaukee Water Works stamped plans at the site during all times installation work is proceeding.
- Upon completion of the work and restoration that meets the approval of Milwaukee Water Works, the Lessee shall provide an as-built set of documents to Milwaukee Water Works to the address noted on the response letter. Lessee shall also provide, under the notice provisions of the Lease, substitute Exhibits B & C showing the as-built Leased Space and Lessee's Equipment to the Office of the City Attorney.

841 N. Broadway

Zeidler Municipal Building

Milwaukee, WI 53202

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Maintenance

- If requested, Tenant is required to power down at the request of MWW. Said request shall be on no less than twenty-four (24) hours advance notice to Tenant, except in the event of an emergency, in which case, notice shall be as much as is reasonably possible under the circumstances. In addition, MWW shall use all reasonable efforts to accommodate a “power down” during off-hours.
- If necessary for site improvements or maintenance, Tenant is required to relocate from the MWW site at Tenant’s expense and on MWW’s schedule, subject to terms and conditions of the Lease.

Access (See exhibit “A” for contact information)

- Tenants who require MWW authorization or assistance to gain access to their equipment must provide a minimum of twenty-four (24) hours advance notice for routine repairs or maintenance. The preferred schedule for these jobs is Monday through Friday during the hours of 7:00 a.m. to 3:00 p.m. Routine access will not be provided on holidays.
- Tenants who do not require MWW assistance to gain access to their equipment should contact MWW to advise us of your presence on site. Our neighborhood partners may report suspicious activity, and if we do not have notice of your presence the police will be called to respond.
- MWW personnel must be present during any equipment deployments, antennae installation or work that may affect the operations of our facility.
- If access is required with less than twenty-four (24) hours notice or outside the preferred schedule, the Tenant will pay for the reasonable cost of labor borne by the MWW to accommodate the site access and supervision of Tenant’s personnel while on site. Tenant will be invoiced by the MWW for these costs according to MWW then current labor agreements.

Safety/Security

- MWW will perform a base RF assessment of the site before the Tenant’s equipment is initially installed. After every equipment change we require the Tenant to perform, at their cost, another RF assessment within two (2) months of the equipment change. The test results are to be sent to the MWW who will then verify that site conditions have not degraded. The Tenant must remedy any change that negatively impacts employee safety and health within two (2) weeks of the test.
- MWW reserves the right to restrict or deny all site access in the event of an increased security threat to MWW or the water sector in general. During such event, Tenant may gain access to the site provided Tenant is escorted by MWW’s personnel or other representative designated by MWW, if available. Tenant shall be responsible for all reasonable cost associated with access. Tenant will be invoiced by MWW for these reasonable costs at MWWs’ then current labor agreements.

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- MWW recognizes that the wireless services provided by tenant are important for communications during such event and will take reasonable steps to allow Tenant access needed to restore service during an emergency.

Exhibit A

Employee and contractor lists, personnel changes, compliance letters and ID card sample as outlined in the Administration section of this Contract should be submitted to:

Michael Schaefer, CPP
Water Security Manager
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail to michael.schaefer@milwaukee.gov
Milwaukee, WI 53202
Ph: (414) 286-3465
Fax: (414) 286-2672

Requests for access to install antennae or new equipment or for any work that may affect the operations of our facility should be sent in writing to:

Carrie M. Lewis
Superintendent
Milwaukee Water Works
841 N. Broadway, Room 409 or e-mail carrie.lewis@milwaukee.gov
Milwaukee, WI 53202

Notification of emergency work being done onsite and requests for site access should be given to:

Contact Information Linnwood Water Purification Plant and Northpoint Pumping Station

**Linnwood Plant Control Center
(414) 286-2880**

Contact Information Hawley Tank "1235 N. 57th Street, Milwaukee WI"

**Howard Control Center
(414) 286-2890**

NOTE: All personnel entering MWW sites must be pre-authorized for any entry via the Security Manager.

February 10, 2012