

Lessee's FA Number: 10080333
Lessee's Site Name: WI1023/Regional Medical Center

Amendment V

This Amendment V (this "Amendment"), dated this ____ day of _____, 20__ ("Effective Date"), is made to the Water Tower/Land Lease and Option Agreement, dated November 11, 1998 as amended by Estoppel and Consent Certificate and Lease Amendment dated June 26, 2000, Amendment II dated June 6, 2008, Amendment III dated April 1, 2009 and Amendment IV dated July 17, 2012, (collectively, the "Agreement") by and between **NEW CINGULAR WIRELESS PCS, LLC** ("Lessee"), a Delaware limited liability company, and **MILWAUKEE COUNTY** ("Lessor"), a Wisconsin municipal corporation, with respect to the site known as County Grounds-East Watertower/Milwaukee County located at 9250 Watertown Plank Road, Milwaukee County, Wauwautosa, Wisconsin 53226 ("Premises").

Lessor's managing agent with respect to the Agreement is SBA Site Management, LLC ("SBAM"), a Florida limited liability company, having an address at 900 South Highway Drive, Suite 201, Fenton, Missouri 63026.

Lessee and Lessor desire to amend the Agreement for the purpose of adding and/or modifying equipment at the Premises as further described herein ("Equipment Modification"), increasing the rent and for other purposes as may be set forth in this Amendment.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lessor agree as follows:

1. Capitalized Terms. Capitalized terms used in this Amendment will have the meanings set forth in the Agreement unless otherwise indicated.
2. Equipment. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Exhibit C-2 to the Agreement is deleted in its entirety and superseded and replaced with Exhibit C-3 attached hereto.
3. Rent. Beginning upon the earlier of (i) the commencement of the installation of the Equipment Modification on the Premises or (ii) June 1, 2015, Lessee shall pay monthly to Lessor, in addition to and payable with the monthly license fee, an additional fee of One Thousand Five Hundred Fifty and 00/100 Dollars (\$1,550.00) (the "Equipment Modification Fee"), pro-rated for partial months. The Equipment Modification Fee shall be subject to the same escalations, in amount and frequency, to which the rent is subject in accordance with the Agreement. Payments under this paragraph 3 shall be in addition to any other amounts required under the Agreement.
4. Structural Analysis. Prior to installing any Equipment, Lessee shall complete a structural analysis study (the "Study") of the Tower, at Lessee's sole cost and expense, to determine the feasibility of installing Lessee's proposed Additional Equipment on the Tower, and will furnish to Lessor a copy of the completed Study. In the event the Study indicates that the Tower cannot structurally support Lessee's Equipment at the agreed upon height, Lessee may elect to terminate this Amendment upon ten days prior written notice to Lessor. In the event Lessee elects to terminate this Amendment pursuant to this Paragraph 4, neither party hereto shall have any further rights or obligations hereunder except those that by their terms survive the termination of this Amendment.
5. Notices. Notwithstanding anything to the contrary in the Agreement, from and after the Effective Date of this Amendment, Lessee's addresses in the Agreement are hereby superseded and replaced with the following:

Lessee's FA Number: 10080333
Lessee's Site Name: WI1023/Regional Medical Center

New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: WI1023; Cell Site Name: Regional Medical Center (WI)
Fixed Asset No: 10080333
575 Morosgo Dr. NE
13-F West Tower
Atlanta, GA 30324
With a copy to:
New Cingular Wireless PCS, LLC

Attn: AT&T Legal Department
Re: Cell Site #: WI1023; Cell Site Name: Regional Medical Center (WI)
Fixed Asset No: 10080333
208 S. Akard Street
Dallas, Texas, 75202-4206

6. Confirmation. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect without modification or amendment. This Amendment will form a part of the Agreement for all purposes and the Agreement and this Amendment will hereafter be read together. In case of any inconsistencies between the terms and conditions of the Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment will control.

[The next page is the signature page to this Amendment]

Lessee's FA Number: 10080333
Lessee's Site Name: WI1023/Regional Medical Center

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MILWAUKEE COUNTY

By: _____
Name: _____
Title: _____
Date: _____

**NEW CINGULAR WIRELESS PCS, LLC
BY: AT&T MOBILITY CORPORATION
ITS: MANAGER**

By: _____
Name: _____
Title: _____
Date: _____

[Signature page to this Amendment]

Lessee's FA Number: 10080333
Lessee's Site Name: WI1023/Regional Medical Center

Exhibit C-3

Equipment

Note: Any Equipment of Lessee not listed on Exhibit C-3 may not be installed by Lessee, unless the Agreement provides otherwise.

Antenna(s): Total 12

Quantity: 6
Type: panel
Manufacturer: Andrew
Model: DBXLH-8585D-R2M
Dimensions: 48.3"L x 12"W x 6.5"D
Weight: 31.1 lbs. each
Mounting Height: 185'

Quantity: 6
Type: panel
Manufacturer: Andrew
Model: SBNHH-1D65C
Dimensions: 96"L x 11.9"W x 7.1"D
Weight: 49.6 lbs. each
Mounting Height: 185'

Cable(s): 23

Number of Lines: 18
Type: Coax
Size: (12) 1/14", (6) 1 5/8" reserved

Number of Lines: 3
Type: Fiber
Size: 3/8"

Number of Lines: 6
Type: DC Power
Size: 7/8"

Number of Lines: 1
Type: RET
Size: 3/8"

Tower Mount Amplifier(s): Total 6

Quantity: 3
Manufacturer: Andrew
Model: ETD819G-12UB
Dimensions: 15.8"L x 6.9"W x 2.9"D
Mount Location: 185'
Weight: 15.9 lbs. each

Quantity: 3
Manufacturer: Andrew
Model: E15Z01P13
Dimensions: 13"L x 7.2"W x 5.5"D
Mount Location: 185'
Weight: 24 lbs. each

Diplexer(s): 12 (6 lower reserved)

Quantity: 6
Manufacturer: Andrew
Model: CBC819-DF
Dimensions: 7.3"L x 7.3"W x 2"D
Mount Location: at antenna
Weight: 4.4 lbs. each

Remote Radio Head(s): Total 24

Quantity: 3
Manufacturer: Ericsson
Model: 700 MHz RRUS-11
Dimensions: 19.7"L x 17"W x 7.2"D
Mount Location: behind antenna
Weight: 50 lbs. each

Quantity: 3
Manufacturer: Ericsson
Model: 1900 MHz RRUS
Dimensions: 17"L x 17"W x 7"D
Mount Location: behind antenna
Weight: 49 lbs. each

Quantity: 3
Manufacturer: Ericsson
Model: LTE RRU
Dimensions: 17"L x 17"W x 7"D
Mount Location: behind antenna
Weight: 49 lbs. each

Quantity: 3
Manufacturer: Ericsson
Model: A2 Boxes (AWS)
Dimensions: 12.8"L x 14.7"W x 3.2"D
Mount Location: behind antenna
Weight: 15 lbs. each

Quantity: 3
Manufacturer: Ericsson
Model: A2 Boxes (WCS)
Dimensions: 12.8"L x 14.7"W x 3.2"D
Mount Location: behind antenna
Weight: 15 lbs. each

Quantity: 9
Manufacturer:
Mount Location: Ground Mounted
Weight: 15 lbs. each

Lessee's FA Number: 10080333
Lessee's Site Name: WI1023/Regional Medical Center

Fiber Demarcation Box(s): 1

Quantity: 1
Manufacturer: Andrew
Model: APTDC-BDFDM-DBW
Dimensions:

Surge Suppressor(s): Total 2

Quantity: 1
Manufacturer: Raycap
Model: DC6-48-60-18F-SSB
Dimensions: 31.25"L x 18.5"W x 11"D
Mount Location: 185'
Weight: 32.8 lbs.

Quantity: 1
Manufacturer: Raycap
Model: DC6-48-60-0-1E
Dimensions: 17.23"L x 16.28"W x 6.33"D
Mount Location: 185'
Weight: 35 lbs.

Ground Space Requirements:

Square Feet: 399
Tenant Provided
Dimensions:
Shelter Type:

Cabinet(s):

Quantity: 2
Manufacturer:
Model:
Dimensions: 91'L x 35"W x 31"D

Transmitter(s):

Quantity: 1
Manufacturer: Siemens
Model: 240XL
Power Output (Watts): 160

Frequencies:

Transmit: 734.5-739.5, 1975-1980,
2305-2320, 2345-2360 MHz

Receive: 704.5-709.5, 1895-1900, 1710-
1755, 2110-2155 MHz

ERP:

Transmitter Operating Power: