

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from and after the Effective Date of this Amendment, Exhibit C-2 to the Agreement is deleted in its entirety and superseded and replaced with Exhibit C-3 attached hereto.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) March 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:

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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]

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**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]

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### 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

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**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:**