

First Amendment Lease Agreement

This First Amendment to Lease Agreement ("First Amendment") is made effective the ___ day of October 2005, by and between VoiceStream PCS II Corporation, a Delaware corporation ("Lessee"), and the City of Milwaukee, a Wisconsin municipal corporation ("Lessor"), collectively referred to as the "Parties."

Recitals

WHEREAS, Lessee and Lessor entered into that certain Lease dated November 16, 2000 ("Lease"); and

WHEREAS, Lessee and Lessor have negotiated the annual rental amount in accordance with section 1(b) of the Lease; and

WHEREAS, the agreed upon rental amount in this First Amendment shall govern years 6-20 of the Lease, if applicable; and

WHEREAS, Lessee and Lessor desire to allow for Lessee's potential future installation of additional equipment; and

WHEREAS, Lessee and Lessor desire to amend the Lease;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. The Recitals to this First Amendment are expressly made a part of the Lease and are incorporated herein by this reference.
2. Annual rent, in accordance with Section 1(b) of the Lease, has been negotiated and is agreed as follows:

LEASE YEAR	ANNUAL RENT
YEAR 6	\$24,000.00
YEAR 7	\$25,200.00
YEAR 8	\$26,460.00
YEAR 9	\$27,783.00
YEAR 10	\$29,172.15
YEAR 11	\$30,630.76
YEAR 12	\$32,162.30
YEAR 13	\$33,770.42
YEAR 14	\$35,458.94
YEAR 15	\$37,231.89

YEAR 16	\$39,093.48
YEAR 17	\$41,048.15
YEAR 18	\$43,100.56
YEAR 19	\$45,255.59
YEAR 20	\$47,518.37

3. The term of this Lease is extended for years 6 through 10, with this Option Term as defined in this lease to expire on November 15, 2010, at the annual rent set forth above, payable in accordance with the terms of the lease.
4. Notwithstanding anything to the contrary contained in the Lease, within Lessee's Leased Space, Lessee shall be permitted to install additional antennas, coaxial cable, equipment cabinets, related hardware and utility lines (collectively, the "Installation"), without any increase to annual rent; provided, said Installation shall be subject to Lessor's prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, Lessee agrees that any Installation shall be in accordance with all applicable laws, ordinances, governmental regulations and permitting requirements. Further, Lessee agrees to perform all necessary structural analysis for said Installation and provide evidence to Lessor upon Lessor's request.
5. Exhibit D: "Security Policy for Wireless Tenants of Milwaukee Water Works", attached to this First Amendment and incorporated herein by this reference, the "Policy" shall govern Lessee's access to and the security of, and safety around the Property, and in the event of any inconsistencies between the Lease and Exhibit D, the Exhibit will control, except that nothing contained in the Security Policy shall limit, condition or alter the provision of new Paragraph 24 of the lease set forth below. Upon providing Lessee with 30 days written notice, Lessor may revise the Policy, which revised policy shall thereafter govern Lessee's access to and the Security of the Property.
6. The following shall be added as paragraph 24 of the Lease:

Upon at least ninety (90) days' notice from Lessor, Lessee, at its sole cost and expense, shall make any necessary arrangements to either temporarily protect or remove all or portions of its Equipment as a result of Lessor's painting or other maintenance of the water tower ("Water Tower"). In accordance with the provisions of this paragraph 24, Lessor and Lessee shall, and they shall cause their respective contractors to, reasonably cooperate with each other in order to (i) facilitate and coordinate their respective activities and obligations with respect to Lessor's maintenance and painting of the Water Tower, and (ii) limit any disruption and disturbance to Lessee and the operation of its Equipment to the fullest extent possible under the circumstances. If Lessee and Lessor agree that it is reasonable to keep all or any portion of the Equipment in place during such painting or other maintenance of the Water Tower by Lessor, any additional expense of repainting, repairing, or maintaining the Water Tower incurred by Lessor and caused by the presence of Lessee's Equipment shall be paid promptly by Lessee to Lessor upon Lessor's notice to Lessee of such additional cost, but Lessor must first provide Lessee at least thirty (30) days' prior written notice of such additional costs or expenses. Should Lessor and Lessee agree that the scheduled maintenance or painting of the Water Tower

will prevent Lessee from using the Water Tower as Lessee's Equipment, and it is more reasonable for Lessee to temporarily relocate rather than leave in place and protect its Equipment, then Lessee shall be allowed to install and operate a temporary antenna facility (including a Cell-on-Wheels) on a mutually acceptable location on the Property, and in such event, Lessee shall not be required to pay rent to Lessor during the period that Lessee operates a temporary antenna facility on the Property. Notwithstanding anything to the contrary in this Lease, and in accordance with the Exhibit D of the Lease, Lessee shall have the continuing right to access the Property and its Equipment while Lessor performs maintenance on or paints the Water Tower.

7. All capitalized terms shall have the same meaning as in the Lease.
8. Except as modified by this First Amendment, the Lease shall remain in full force and effect and is ratified and confirmed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the date and year written above.

**Signature Page Immediately Follows
Remainder of Page Intentionally Left Blank**


Lessee:

VoiceStream PCS II Corporation

By: 

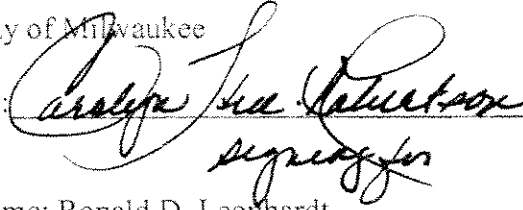
Name: Greg Cisewski
Vice President
Engineering & Operations-Midwest

Title: _____

APPROVED as to form

Michael A. Sievertson

Lessor:

City of Milwaukee

By:  **DEPUTY**
signature for

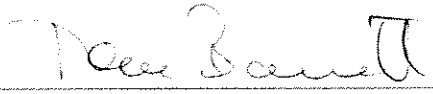
Name: Ronald D. Leonhardt

Title: Clerk

By: 

Name: W. Martin Morics

Title: City Comptroller

By: 

Name: Tom Barrett

Title: Mayor

EXHIBIT D

Milwaukee **Water Works**

Security Policy for Wireless Tenants of Milwaukee Water Works

Purpose

The Milwaukee Water Works has instituted standard protocols for visitors and contractors to access to Milwaukee Water Works facilities. This policy outlines the requirements for wireless Tenants to be granted and maintain physical access privileges.

Scope

This policy covers all employees and contractors of any wireless provider who has equipment located at any Milwaukee Water Works 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 D and the Lease, the Exhibit shall control.

Policy

Administrative

Tenant is required to provide a single point of contact for security matters. Any change to this contact needs to be reported promptly to the Milwaukee Water Works.

Tenant is required to provide the Milwaukee Water Works 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 the Milwaukee Water Works; only individuals on the list will be granted site access.

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 Milwaukee Water Works 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 personnel or emergency first responders.

Maintenance

If requested, Tenant is required to power down for a Milwaukee Water Works or City of Milwaukee inspection. 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, Milwaukee Water Works 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 Milwaukee Water Works site at Tenant's expense and on Milwaukee Water Works' schedule, subject to terms and conditions of the Lease.

Access

Tenants who require Milwaukee Water Works authorization or assistance to gain access to their equipment must provide a minimum of 24 hours advance notice for routine repairs or maintenance. The preferred schedule for these jobs is Monday – Friday during the hours of 6:00 a.m. to 2:00 p.m. Routine access will not be provided on holidays.

Tenants who do not require Milwaukee Water Works assistance to gain access to their equipment should contact Milwaukee Water Works to advise us of your presence onsite. Our neighborhood partners may report suspicious activity and if we do not have notice of your presence the police will be called to respond.

Milwaukee Water Works 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 24 hours notice or outside the preferred schedule, the Tenant will pay for the reasonable cost of labor borne by the Milwaukee Water Works to accommodate the site access and supervision of Tenant's personnel while on site. Tenant will be invoiced by the Milwaukee Water Works for these costs according to Milwaukee Water Works then current labor agreements.

Safety

The Milwaukee Water Works 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. The test results are to be sent to the Milwaukee Water Works 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 weeks of the test.

Milwaukee Water Works reserves the right to restrict or deny all site access in the event of an increase in the Homeland Security Threat Level to "Red." During such event Tenant may gain access to the site provided Tenant is escorted by Milwaukee Water Work's personnel or other representative designated by the Milwaukee Water Works, if available. Tenant shall be responsible for all reasonable cost associated with access. Tenant will be invoiced by the Milwaukee Water Works for these reasonable costs at Milwaukee Water Works' then current labor agreements. Milwaukee Water Works 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. Tenant's access may be limited in the event of an increase in the Homeland Security Threat Level to "Orange."

Contact List

Hawley Tank

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

Amy Purvis
Security Manager
Milwaukee Water Works
841 N. Broadway, 4th Floor
Milwaukee, WI 53202
Ph: 414-286-2934 Fax: 414-286-0322

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:

John Gavre
Plant Manager
Howard Avenue Purification Plant
3929 South 6th Street
Milwaukee, WI 53221
414-286-2890

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

(414) 286-2890
Howard Control Center

Contact List

Linnwood Water Purification Plant and Northpoint Pumping Station

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

Amy Purvis
Security Manager
Milwaukee Water Works
841 N. Broadway, 4th Floor
Milwaukee, WI 53202
Ph: 414-286-2934 Fax: 414-286-0322

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:

Dan Welk
Plant Manager
Linnwood Water Purification Plant
3000 N. Lincoln Memorial Drive
Milwaukee, WI 53211
414-286-2880

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

(414) 286-2880
Linnwood Plant Control Center