

Site # ML12105B
Market: ML

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE ("Amendment") is made and entered into by and between City of Milwaukee, a Wisconsin Municipal Corporation ("Lessor"), and T-Mobile Central LLC, a Delaware Limited Liability Corporation as successor in interest to VOICESTREAM PCS II CORPORATION ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Lease dated December 18, 2000 (including any prior amendments, the "Lease"), with respect to Premises located at 8814 W. Lisbon Ave., Milwaukee, WI.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Effective as of February 5, 2013, Lessee will have the right to modify its Equipment as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects.

2. Lessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile Central LLC
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site #ML12105B

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**T-Mobile Central LLC
a Delaware Limited Liability Corporation**

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

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 _____, 2013.

Jeremy R. McKenzie
Assistant City Attorney

EXHIBIT A

Antenna Facilities

LIST OF EQUIPMENT TO BE INSTALLED BY T-MOBILE DURING LTE UPGRADE:

QUANTITY	PART #	DESCRIPTION
9	Andrew -TMBXX-6517-A2M	Antenna
1	Raycap	COVP
3	FRIG RRU	RRU
3	FXFB RRU	RRU
3	FRIG	RRU