

First Amendment Lease Agreement

This First Amendment to Lease Agreement ("First Amendment") is made effective the ___ day of April 2005, by and between VoiceStream PCS II Corporation, a Delaware corporation, successor in interest to, VoiceStream PCS BTA I Corporation ("Tenant"), and the City of Milwaukee, a Wisconsin municipal corporation ("Landlord"), collectively referred to as the "Parties."

Recitals

WHEREAS, Tenant and Landlord entered into that certain Lease dated June 1, 2000 ("Lease"); and

WHEREAS, Tenant and Landlord have renegotiated the annual rent amount rate in accordance with section 1(b) of the Lease; and

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

WHEREAS, Tenant and Landlord 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 incorporated herein by this reference.
2. Annual rent, in accordance with Section 1(b) of the Lease, shall be amended as follows:

LEASE YEAR	ANNUAL RENT
YEAR 6	\$18,000.00
YEAR 7	\$18,540.00
YEAR 8	\$19,096.00
YEAR 9	\$19,669.00
YEAR 10	\$20,259.00

3. Notwithstanding anything to the contrary contained in the Lease, within Tenant's Leased Space, Tenant 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 Landlord's prior written approval, which approval shall not be unreasonably withheld or delayed. In addition, Tenant agrees that any Installation shall be in accordance with all applicable laws, ordinances, governmental regulations and permitting requirements. Further, Tenant

agrees to perform all necessary structural analysis for said Installation and provide evidence to Landlord upon Landlord's request.

4. All capitalized terms shall have the same meaning as in the Lease.
5. 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.

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SIGNATURE PAGE FOLLOWS

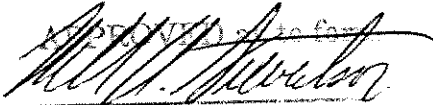
Tenant:

VoiceStream PCS II Corporation

By: 

Name: Greg Cisewski
Vice President
Engineering & Operations-Midwest

Title: _____


APPROVED for
Michael A. Sievers

Landlord:

City of Milwaukee

By: _____ 

Name: Ronald D. Leonhardt

Title: Clerk

By: _____

Name: W. Martin Morics

Title: City Comptroller

By: _____

Name: Tom Barrett

Title: Mayor