

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT ("Second Amendment") is made as of the 1st day of June, 2010, by and between T-MOBILE CENTRAL LLC, as successor in interest to VOICE STREAM PCS, BTA I CORP. ("Tenant") and the CITY OF MILWAUKEE, a Wisconsin municipal corporation ("Landlord").

RECITALS

WHEREAS, Tenant and Landlord entered into that certain Lease dated June 1, 2000 and amended April __, 2005 (as amended, the "Lease"); and

WHEREAS, Tenant and Landlord wish to extend and amend the Lease as set forth below.

NOW, THEREFORE, the parties hereto agree as follows (all capitalized terms used but not defined herein shall have the meaning set forth in the Lease):

1. The term of the Lease shall be and is hereby extended for five (5) years, from _____, through _____. During the extended term annual rent, in accordance with Section 1(b) of the Lease shall be as follows:

<u>Lease Year</u>	<u>Annual Rent</u>
11	\$20,866
12	\$21,492
13	\$22,137
14	\$22,801
15	\$23,485

2. The following provisions relating to security, maintenance, access and interference shall be incorporated into the Lease:

- a. If requested, Tenant must power down its Equipment for any inspection by Landlord, such request to be on not less than 24 hours prior notice to Tenant, except in the event of emergency.

- b. If necessary for site improvement or maintenance, Tenant must temporarily relocate from the Leased Space at Tenant's expense and on Landlord's schedule, but Landlord must provide at least 120 days' written notification and a suitable location for Tenant to place and operate a COW (Cellular Tower on Wheels).

- c. If Tenant requires Landlord authorization or assistance to access its Equipment on the Leased Space, Tenant shall provide Landlord at least 24 hours advance notice. Such access will be available only Monday through Friday (excluding holidays) during the hours of 7:00 a.m. to 3:00 p.m.

- d. If Tenant does not require Landlord assistance to access their Equipment, Tenant nevertheless shall telephonically notify Landlord of its presence on the Leased Space.
 - e. Landlord personnel must be present during any Equipment installation or other work that may affect Landlord's operations on the Property. Tenant will provide a construction schedule and Landlord will provide personnel in accordance with that schedule. No advanced notice is required for emergencies and customer impacting issues.
 - f. After any change in or to the Equipment on the Leased Space, Tenant shall perform, at its expense, a radio frequency assessment and an intermodulation study ("Tests"). The results of such Tests must be provided to the Landlord promptly and Landlord reserves the right to require Tenant, at its expense, to remedy any condition that negatively impacts, by interference or otherwise, other users of the Leased Space or employee health, safety and welfare. If the Landlord or another tenant of the Landlord causes interference to Tenant's equipment, Landlord shall remedy any condition negatively impacting Tenant.
3. Except as modified by this Second Amendment, the Lease shall continue in full force and effect as provided therein.

Signatures appear on following page

IN WITNESS WHEREOF, Tenant and Landlord have caused this Second Amendment to be executed by their duly-authorized representatives as of the date set forth above.

**LANDLORD
CITY OF MILWAUKEE**

By: _____
Tom Barrett
Mayor

By: _____
Ronald D. Leonhardt
City Clerk

Countersigned:

By: _____
W. Martin Morics
City Comptroller

**TENANT
T-MOBILE CENTRAL LLC**

By: _____
Faisal Afridi, Area Director

Approved as to form and execution this _____
day of _____, 2010 by _____.