

**SECOND AMENDMENT TO LEASE FOR COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER.**

THIS SECOND AMENDMENT TO THE LEASE FOR **COMMUNICATIONS FACILITY AND LIMITED USE OF WATER TOWER**. ("Second Amendment") is made and entered into by and between Grand Rapids Public Utilities Commission, State of Minnesota ("Landlord"), and T-Mobile Central LLC, a Delaware limited liability company ("Tenant").

Recitals

The parties hereto recite, declare and agree as follows:

A. Landlord and Tenant (or as applicable, their respective predecessors in interest) entered into a Second Amendment to Site Agreement dated January 21<sup>st</sup>, 2009 (including any prior amendments, the "Lease"), with respect to the Premises located at 936 NW 6<sup>th</sup> Avenue, Grand Rapids, Minnesota 55744.

B. Landlord and Tenant desire to enter into this Second 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, Landlord and Tenant covenant and agree as follows:

1. Effective as of \_\_\_\_\_, 20\_\_, Tenant will have the right to modify the Antenna Facilities as described and depicted on Exhibit B which is attached hereto and by this reference incorporated herein, and Landlord hereby consents to and approves of the modifications described and depicted on Exhibit B in all respects.

2. The following is added to Paragraph (3) of the Lease: "As additional consideration for the modification and other rights set forth in the Second Amendment, starting on the date of construction of the modifications to the Antenna Facilities, Rent will be increased by Two Thousand dollars (\$2000.00) per year, partial year to be prorated."

3. The parties' notice addresses set forth in Paragraph (11) of the Lease are deleted in their entirety and replaced with the following:

If to Tenant:

T-Mobile USA, Inc.  
Attn: Lease Compliance/Site No. CI54XC828  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

If to Landlord:

Grand Rapids Public Utilities Commission  
Attn: Julie Kennedy  
500 SE 4<sup>th</sup> Street,  
Grand Rapids, MN 55744

4. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Second 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 Second Amendment, the terms and conditions of this Second Amendment will govern and control.

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

6. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

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

**Grand Rapids Public Utilities Commission**

**T-Mobile USA, Inc**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Site # A1O0852A  
Market: Minneapolis

**EXHIBIT B**

SEE ATTACHED