

SECOND AMENDMENT TO LEASE AGREEMENT

This SECOND AMENDMENT TO LEASE AGREEMENT is made this ____ day of _____, 2009, by and between the City of Milwaukee, a Wisconsin municipal corporation ("Lessor"), and Verizon Wireless Personal Communications LP, a Delaware limited partnership d/b/a Verizon Wireless ("Lessee").

WHEREAS, Lessor and Lessee are parties to that certain Lease Agreement, dated January 23, 2001, as amended by that certain First Amendment to Lease Agreement, last executed December 15, 2006 (the "First Amendment") (together, the "Agreement"), by which Lessee leases certain space on the Property located at 3000 N. Lincoln Memorial Drive, City of Milwaukee, County of Milwaukee, State of Wisconsin, and

WHEREAS, Lessee desires to relocate the Leased Space and install additional equipment at the Property, and

WHEREAS, Lessor and Lessee desire and intend to amend and supplement the Agreement as provided herein,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree that the Agreement is modified pursuant to Section 14 of the Agreement as follows:

1. The Recitals set forth above are expressly made a part of this Second Amendment and are incorporated herein by reference.
2. The Leased Space and Equipment, as defined in the Agreement, are hereby amended to reflect Lessee's use of space on the Property and Lessee's equipment, antennas and appurtenances as described on Exhibit "D" – Revised Leased Space and Equipment, attached hereto and incorporated herein by reference. Exhibit "B" and Exhibit "C" attached to the Agreement are hereby amended to the extent that they conflict with the attached Exhibit "D".
3. The first paragraph of Section 1.b. of the Agreement is hereby amended to provide that the Agreement shall automatically be extended for six (6) additional periods of five (5) years each (each additional five year period being an "Option Term"), upon the same terms and conditions of the Agreement, unless Lessee terminates it at the end of the then current term by giving Lessor written notice of the intent to terminate at least six (6) months prior to the end of the then current term.
4. Lessee's current annual rental shall be increased by Two Thousand and No/100 Dollars (\$2,000.00) effective the first day of the month following the date this Second Amendment is last executed by both parties. Lessee shall pay Lessor the prorated amount for the current lease year within 45 days following the full execution of this Second Amendment.

5. Notwithstanding Sections 1.b. and 3 of the Agreement and Section 2 of the First Amendment, during the first and second Option Terms, annual rent shall increase each year on the anniversary of the Commencement Date by an amount equal to five percent (5%) over the annual rent payable for the immediately preceding year.
6. All capitalized terms not defined herein shall have the same meaning as in the Agreement.
7. Except as specifically set forth in this Second Amendment, the Agreement is otherwise unmodified and remains in full force and effect and is hereby ratified and reaffirmed. In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall take precedence. This Second Amendment shall be effective as of the date last executed by both parties.

[Signature page follows]

Site Name: Linwood

IN WITNESS WHEREOF, Lessor and Lessee have executed this Second Amendment to Lease Agreement as of the date and year first written above.

LESSOR:

City of Milwaukee

By: _____
Ronald D. Leonhardt
City Clerk

Date: _____

By: _____
W. Martin Morics
City Comptroller

Date: _____

By: _____
Tom Barrett
Mayor

Date: _____

LESSEE:

**Verizon Wireless Personal Communications
LP, a Delaware limited partnership d/b/a
Verizon Wireless**

By: _____
Beth Ann Drohan
Area Vice President Network

Date: _____

Exhibit "D"

Revised Leased Space and Equipment

[See attached]