

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made this ____ day of _____, 2012, between City of Milwaukee, a Wisconsin municipal corporation ("Lessor") and Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mailstop 4AW100, Basking Ridge, New Jersey 07920 ("Lessee")

Whereas, Lessor and Lessee previously entered into that certain Lease Agreement on July 18, 2001 ("Lease") that provides for the operation of communications equipment on Landlord's tower ("Tower") and real property owned by Lessor that is located in the City of Milwaukee and described in Exhibit A to the Lease ("Property"); and

Whereas, Lessee wishes to reconfigure its equipment installation on the Tower, including the addition of three (3) antennas as described herein, to the existing array of six (6) antennas as well as ancillary equipment, including six (6) diplexers; and

Whereas, Lessor and Lessee wish to amend the Lease in order to address the above item and reach new agreements with respect to the same.

NOW THEREFORE, in consideration of the promises hereinafter made and other good and valuable consideration, the receipt of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Revised Equipment Installation and Addition of Exhibit C-1 to Lease. Exhibit C to the Lease is hereby supplemented with the attached Exhibit C - 1, which reflects the modified equipment that Lessee shall be permitted to install, operate, replace and maintain on the Tower. As part of the revised equipment installation, Lessor agrees that Lessee shall be able to install and use three (3) additional antennas at the 103' CL as depicted in Exhibit C-1. Upon completion of the proposed equipment modification, Lessee shall have a total of nine (9) antennas and ancillary equipment as depicted on Exhibit C-1. It is understood that Lessee has submitted the proposal for the equipment modification and detailed plans to Lessor and Lessor has approved said items. Provided that Lessee has received all necessary permits and approvals from appropriate governing bodies, Lessee may immediately commence installation of the equipment as depicted on Exhibit C -1.

2. Other than as specifically amended herein, all other terms and conditions of the Lease shall remain in full force and effect. Where there is conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control. Unless otherwise indicated or introduced in this Amendment, all defined terms referenced in the Amendment shall have the same meaning as those found in the Lease.

IN WITNESS WHEREOF, the parties hereto have executed in duplicate this lease Amendment on the day and year first above written.

Lessor:

City of Milwaukee, a Wisconsin municipal corporation

By: _____
Name: _____
Its: _____
Date: _____

By: _____
Name: _____
Its: _____
Date: _____

Lessee:

Verizon Wireless Personal Communications LP, d/b/a Verizon Wireless

By: _____
Name: Lynn Ramsey
Title: Area Vice President Network
Date: _____

EXHIBIT C - 1

(Description of revised Lessee Equipment on Tower)