

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement ("First Amendment") is made this ____ day of _____, 2003, between Verizon Wireless Personal Communications, LP, a Delaware limited partnership, d/b/a Verizon Wireless, f/k/a PrimeCo Personal Communications, L.P. ("Lessee") and the City of Milwaukee, a Wisconsin municipal corporation ("Lessor").

WHEREAS, Lessor and Lessee previously entered into a Lease Agreement dated March 6, 1998 ("Lease"); and

WHEREAS, Lessor and Lessee wish to amend the Lease in order to address the Rent and other matters which have been the subject of discussions between them; and

WHEREAS, Lessor and Lessee wish to reach new agreements with respect to these items.

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 to the following:

1. Section 3 of the Lease entitled "Rent" is hereby deleted and replaced with the following:

Rent. Annual rent shall be Twelve Thousand Dollars (\$12,000.00) for the first year of the Initial Term, increased every year of the Initial Term by five percent (5%). Rent shall be paid in advance and delivered on the commencement date and every year thereafter to the address set forth in this Lease for giving notices.

The annual rent for each year for the Initial Term shall be as follows:

INITIAL TERM

| | |
|--------|-------------|
| YEAR 1 | \$12,000.00 |
| YEAR 2 | \$12,600.00 |
| YEAR 3 | \$13,230.00 |
| YEAR 4 | \$13,891.00 |
| YEAR 5 | \$14,586.00 |

The annual rent for each year of the First Option Term shall be as follows:

FIRST OPTION TERM

| | |
|---------|-------------|
| YEAR 6 | \$23,257.00 |
| YEAR 7 | \$23,954.00 |
| YEAR 8 | \$24,673.00 |
| YEAR 9 | \$25,414.00 |
| YEAR 10 | \$26,176.00 |

Rental amount shall be renegotiated before the end of the First Option Term.

2. Under Section 17 of the Lease, the address information for "Lessee" and "with a copy to" for the Lessee are hereby deleted. All notices to Lessee shall be sent to the following address:

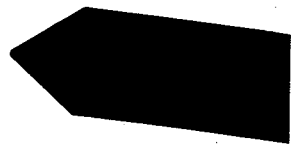
Lessee: Verizon Wireless Personal Communications LP
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate Department

3. Except as modified herein, all other terms and conditions of the Lease remain in full force and effect.

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LESSOR:

CITY OF MILWAUKEE



BY: _____
John O. Norquist, Mayor

BY: _____
Ronald D. Leonhardt
City Clerk

COUNTERSIGNED:

BY: _____
City Comptroller

LESSEE:

VERIZON WIRELESS PERSONAL
COMMUNICATIONS LP, a Delaware limited
partnership, d/b/a Verizon Wireless

BY: _____

David R. Heverling, Area Vice President