

SECOND AMENDMENT TO ACCESS MANAGEMENT CONTRACT
BETWEEN THE CITY OF MILWAUKEE AND
MILWAUKEE ACCESS TELECOMMUNICATION AUTHORITY, INC.

This Amendatory Agreement is made this ____ day of _____, 2005, by and between the City of Milwaukee, a municipal corporation (“City”), and the MATA Community Media, Inc., formerly known as Milwaukee Access Telecommunication Authority, Inc., a nonprofit corporation (“Contractor”), who agree as follows:

RECITALS

Whereas, The City, acting pursuant to Common Council Resolution File No. 991747, and the Contractor entered into an April 20, 2000 Access Management Contract (the “Original Agreement”); and

Whereas, The City, acting pursuant to Common Council Resolution File No. 000491, and the Contractor entered into an October 18, 2000 Amendment to the Original Agreement modifying certain approval and funding dates (the “First Amendment”; the Original Agreement as amended by the First Amendment is hereafter referred to as the “Agreement”); and

Whereas, Under the terms of the Agreement, Contractor is to provide specified community and educational access services for the 17 year term of the Agreement; and

Whereas, Contractor purchased, renovated and furnished the real estate located at 2404 West Clybourn Street (“the Property”) for the purpose of providing community and educational access in accordance with the Agreement, utilizing proceeds from two loans that have current outstanding balances in the total amount of approximately One Million Three Hundred Ninety Thousand Dollars (“Loans”) and are secured by a first lien on the Property; and

Whereas, The City under the terms of the Agreement has a second lien on the Property; and

Whereas, Contractor has located or installed substantial equipment on the Property (“Equipment”), secured by liens in favor of the City and the holder of the Loans; and

Whereas, Current economic conditions and interest rates provide an opportunity to secure substantial savings for Contractor over the remaining term of the Agreement and improve the priority of the City's security in all of the Equipment and any after acquired equipment to a first lien, by paying \$500,000 to reduce the Loans and effecting a modest reduction in future payments scheduled under the Agreement.

Whereas, The Common Council by Resolution File No. _____ adopted _____, 2005, has authorized the proper City officers to execute this Second Amendment on behalf of the City;

Now, Therefore, In consideration of the mutual promises and covenants set forth hereunder, the parties agree as follows:

A. Section 8.1.3 of the Agreement is deleted and replaced by the following:

8.1.3 Beginning January of 2001, the City shall pay the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) per quarter upon receipt of a duly authorized invoice submitted by Contractor to the City Clerk on or after February 15, May 15, August 15 and November 15 of each year; provided, however, that beginning January of 2008, the quarterly payments shall be in the amounts specified on a schedule developed by the City Clerk to reflect the sale of such limited number of investments, made by the City Treasurer using PEG Grant funds previously received by the City from Time Warner, as is necessary to fund the grant set forth in Section 8.1.4.

B. Section 8.1.4 is added to the Agreement by the following:

8.1.4 Upon approval by the City Clerk, the City shall provide a grant in the amount of Five Hundred Thousand Dollars (\$500,000), restricted for use in partially or fully satisfying one or more mortgage liens on Contractor's real property, other than liens of the City, upon receipt of a duly authorized invoice submitted by Contractor to the City Clerk with such supporting documentation as the City Clerk shall require.

C. Section 12.5 is added to the Agreement by the following:

12.5 To separately evidence and secure the grant set forth in Section 8.1.4, Contractor shall execute a note, mortgage and financing statement in favor of the City, in form satisfactory to the City Clerk, in the amount of the grant, without interest, payable only in the event of default and foreclosure during the term of the Agreement, and subordinate only to the previously recorded mortgage in favor of the City and a first mortgage securing a note with a principal balance of not more than \$890,000 in favor of the first lienholder. The financing statement in favor of the City, constituting a lien on Contractor's interest in the Equipment, shall have priority over other financing statements or liens on the Equipment. Contractor shall not permit any other liens to be placed upon the Property without the express written consent of the City Clerk. If Contractor shall fully perform its obligations for the entire term of the Agreement, then at the expiration of the term, such note, mortgage, and financing statement shall be deemed satisfied.

D. Except as herein modified and/or amended, the Agreement remains in full force and effect.

Dated at Milwaukee, Wisconsin, this ____ day of _____, 2005.

CITY OF MILWAUKEE

Ronald D. Leonhardt, City Clerk
Date: _____

COUNTERSIGNED:

Comptroller
Date: _____

MILWAUKEE ACCESS
TELECOMMUNICATION AUTHORITY, INC.

By:
Date: _____

Approved as to content this
_____ day of _____, 2005.

Deputy City Attorney

Approved as to form and execution
this _____ day of _____, 2005.

Deputy City Attorney