

Cell Site No. MO1637
Cell Site Name: Truman WT
Fixed Asset No. 10118853
Market: MO KS
Address: 515 E. Shepherd, Kirksville, MO 63501

SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TOWER LEASE AGREEMENT (“**Amendment**”), dated as of the latter of the signature dates below, is by and between City of Kirksville, MO, having a mailing address of 201 S. Franklin St., Kirksville, MO 63501 (hereinafter referred to as “**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of **12555 Cingular Way, Suite 1300, Alpharetta, GA 30004** (hereinafter referred to as “**Tenant**”).

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated July 19, 2006, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 515 E. Sheperd, Kirksville, MO 63501 (“**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

- 1. Equipment.** Landlord and Tenant desire to amend Agreement to allow Tenant to modify the equipment at this location, described in Exhibit A
- 2. Notices. Article 18** of the Agreement is hereby deleted in its entirety and replaced with the following: **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows. As to Tenant, New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration Re: Cell Site # **MO1637**, Cell Site Name **Truman WT**, FA No: **10118853** 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, , with a copy to New Cingular Wireless PCS, LLC, Attn: AT&T Legal Department, Re: Cell Site # **MO1637**, Cell Site Name **Truman WT**, FA No: **10118853**, 15 East Midland Avenue, Paramus, NJ 07652; and as to Landlord, **City of Kirksville, 201 S. Franklin St., Kirksville, MO 63501**. Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

4. **Emergency 911 Service.** In the future, without the payment of additional rent and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

5. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

6. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

"LANDLORD"

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Print Name: _____

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

TENANT ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 200_, before me personally appeared _____, and acknowledged under oath that he is the _____ of _____, the _____ named in the attached instrument, and as such was authorized to execute this instrument on behalf of the _____.

Notary Public: _____
My Commission Expires: _____

LANDLORD ACKNOWLEDGMENT

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

BE IT REMEMBERED, that on this ____ day of _____, 200_ before me, the subscriber, a person authorized to take oaths in the State of _____, personally appeared _____ who, being duly sworn on his/her/their oath, deposed and made proof to my satisfaction that he/she/they is/are the person(s) named in the within instrument; and I, having first made known to him/her/them the contents thereof, he/she/they did acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____

PARTNERSHIP (consisting of corporations) ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ personally came before me and this/these person(s) acknowledged under oath to my satisfaction, that:

- (a) this/these person(s) signed, sealed and delivered the attached document as _____ [title] of _____ [name of corporation] a corporation of the State of _____, which is a general partner of the partnership named in this document;
- (b) the proper corporate seal of said corporate general partner was affixed; and
- (c) this document was signed and delivered by the corporation as its voluntary act and deed as [a] general partner(s) on behalf of said partnership [by virtue of authority from its Board of Directors].

Notary Public: _____
My Commission Expires: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____)
) ss:
COUNTY OF _____)

I CERTIFY that on _____, 200__, _____ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the _____ [title] of _____ [name of corporation], the corporation named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

Notary Public: _____
My Commission Expires: _____

EXHIBIT A

“Tenant Facilities”

The Tenant Facilities is described and/or depicted as follows:

| | <u>Existing Amount</u> | <u>New Amount</u> |
|--------------|------------------------|-------------------|
| Antennas | 4 | 7 |
| Feeder Lines | 12 | 14 |
| TMA's | 6 | 14 |