

Cell Site No: 10041071 / 5782 REPUBLIC DT\_51578  
Site Address: 687 East Hines Street, Republic, MO 65738

**FIRST AMENDMENT TO COMMUNICATION LEASE AGREEMENT (Water Tower)**

THIS FIRST AMENDMENT TO COMMUNICATION LEASE AGREEMENT ("First Amendment") dated as of the date below is by and between City of Republic, Missouri, a municipal corporation, having a mailing address at 213 North Main Street, Republic, MO 65738 (hereinafter referred to as "Lessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to Southwestern Bell Wireless, LLC, having a mailing address at 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Lessee").

WHEREAS, Lessor and Lessee entered into a Communication Lease Agreement dated January 17, 2003; whereby Lessor leased to Lessee certain Leased Premises, therein described, that are a portion of the Property located at 687 East Hines Street, Republic, MO 65738 ("Agreement"); and

WHEREAS, Lessor and Lessee desire to extend the terms of the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Rent payable under the Agreement; and

WHEREAS, Lessor and Lessee desire to modify, as set forth herein, the Lessee's obligations to pay Rent to Lessor for a Rent Guarantee Period; and

WHEREAS, Lessor and Lessee, in their mutual interest, further wish to amend the Agreement as set forth below.

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

1. **Term.** The Term of the Agreement shall be amended to provide that the Agreement has a new initial term of 60 months ("New Initial Term"), commencing on July 1, 2006. The Term will be automatically renewed for up to 5 additional 60 month terms (each an "Extension Term") without further action by Lessee.

2. **Termination.** In addition to any rights that may exist in the Agreement, after the Rent Guarantee Period, as defined below, Lessee may terminate the Agreement at any time with 30 days prior written notice to Lessor; provided, that Lessee pays to Lessor an amount equal to 12 months of the then current Rent.

3. **Modification of Rent.** Commencing on July 1, 2006, the Rent payable under the Agreement shall be \$1,274.49 monthly, and shall continue during the Term, subject to adjustment as provided below.

Lessor Initial: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_

4. **Modification of Lessee's Obligation to Pay - Rent Guarantee.** Notwithstanding Lessee's obligations to pay Rent set forth under the Agreement, for a 24 month period commencing July 1, 2006 and ending June 30, 2008 ("Rent Guarantee Period"), Lessee hereby agrees that Lessee's obligation to pay Rent is guaranteed and such obligation will not be subject to offset or cancellation by Lessee. Notwithstanding the foregoing, if Lessor exercises any of Lessor's rights to terminate the Agreement, if any, Lessee will be released from any and all of its obligations to pay Rent during the Rent Guarantee Period as of the effective date of the termination.

5. **Future Rent Increases.** The Agreement is amended to provide that commencing on July 1, 2011, Rent shall be increased by 5.00% and every 5 years thereafter by 5.00% of the then current Rent.

6. **Acknowledgement.** Lessor acknowledges that: 1) this First Amendment is entered into of the Lessor's free will and volition; 2) Lessor has read and understands this First Amendment and the underlying Agreement and, prior to execution of the First Amendment, was free to consult with counsel of its choosing regarding Lessor's decision to enter into this First Amendment and to have counsel review the terms and conditions of the First Amendment; 3) Lessor has been advised and is informed that should Lessor not enter into this First Amendment, the underlying Agreement between Lessor and Lessee, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Article XV 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 Lessee, New Cingular Wireless PCS, LLC, c/o Network Real Estate Administration, Cell Site # 10041071, Cell Site Name 5782 REPUBLIC DT, 6100 Atlantic Boulevard, Norcross, Georgia 30071, with a copy to Cingular Wireless Attn.: Legal Department, Re: Cell Site # 10041071, Cell Site Name 5782 REPUBLIC DT, 15 East Midland Avenue, Paramus, NJ 07652; and as to Lessor, 213 North Main Street, Republic, MO 65738. 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.

8. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement, and this First Amendment, the terms of this First Amendment shall control. Except as expressly set forth in this First 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 First Amendment.

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

[NO MORE TEXT ON THIS PAGE – SIGNATURES TO FOLLOW ON NEXT PAGE]

Lessor Initial: \_\_\_\_\_

Lessee Initial: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this First Amendment on the date and year below.

LESSOR:  
City of Republic, Missouri, a municipal corporation

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

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Tax Id \_\_\_\_\_

Date \_\_\_\_\_

WITNESSED BY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



