

Cell Site Name: Glenstone and Grand (Railyard site)
Cell Site Number: 162
Address: Monroe Terrace, Springfield Missouri.

OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by City Utilities of Springfield, a municipal corporation, of Missouri, having its principal office/residing at 301 East Central, Springfield, Missouri (hereinafter referred to as "Landlord") and MC Cellular Corporation, a Delaware corporation, d/b/a AT&T WIRELESS SERVICES, having an office at 4544 South Lamar, Suite 600; Austin, Texas 78745-1500 (hereinafter referred to as ("Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, described as Lots 11, 12, 13 and 14, in Block 2 of Glenstone Court Subdivision, in Greene County, State of Missouri (collectively "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business.

The parties agree as follows:

1. **OPTION TO LEASE.** (a) Landlord hereby grants Tenant the option to lease a portion of the Property consisting of a space of approximately 560 square feet to place an equipment shelter and all such necessary ground ring attachments, as described on attached Exhibit 1 and (b) space on the structure and such easements as are necessary for the antennas and installation as described on attached Exhibit 1 (collectively, "Premises"). All structural design and installation for Premises shall be approved and certified by Landlord or their assignee prior to any and all construction. Exhibit 1 must be mutually agreed to by both parties before this "Option and Lease Agreement" takes effect.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Property, to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Government Approvals"), and otherwise do those things on or off the Property that, in the opinion of tenant, are necessary to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will give Landlord reasonable notice and obtain Landlord's consent before doing any of the foregoing. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of One Thousand Dollars (\$1,000) upon execution of this Agreement. This payment is not refundable and shall not be considered prepaid rent upon execution of this agreement. The Option will be for an initial term of one (1) year (the "Initial Option Term") and may be renewed by Tenant for an additional one (1) year upon written notification to Landlord

and the payment of an additional One Thousand Dollars (\$1,000) no later than ten (10) days prior to the expiration date of the Initial Option Term. If the Option is not exercised within two (2) years from the date of the execution of this Agreement, then this Agreement shall expire and be of no further force or effect.

(d) During the Initial Option Term or the extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the following terms and conditions.

2. **PERMITTED USE.** Tenant may use the premises for the following: (i) radio frequency transmission and reception of communication signals and (ii) the construction, operation, and maintenance of the communication fixtures and related equipment shown in the attached Exhibit 1 ("Communication Facilities"). The Communication Facilities shall be constructed, located, and maintained as shown in Exhibit 1. Any changes to the Communication Facilities or relocation of them must be approved by Landlord in writing before they are constructed.

3. **INSTALLATIONS.** (a) Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property.

(b) Tenant agrees to pay all costs incurred by Landlord to accommodate the execution of this Option and Lease Agreement. These costs include, but are not limited to, Landlord's review and design services associated with the Tenant's Premises, relocation and accommodation of Landlord's existing antenna structure (including feed-line line replacement) as indicated on Exhibit 1, all costs associated with Landlord's FCC and FAA licensing process or additional requirements presently not imposed by either agency, and the installation costs associated with any and all utility services provided (electric, gas, water, and telecommunications).

(c) Tenant agrees to complete all construction as described in Exhibit 1 within ninety (90) days after all Governmental Approvals are received.

(d) Within fourteen (14) days after Tenant's installation of their Communication Facility, Landlord or their assignee shall have the right to perform final inspection and approval of construction prior to Tenant placing Premise into service.

4. **TERM.** (a) In the event Tenant exercises the Option, the initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth annual anniversary of the Commencement Date occurred.

(b) This Agreement will automatically renew for five (5) additional five (5) year Term(s) (the "Extension Term"), upon the same terms and conditions unless either party notifies the other in writing of its intention not to renew this Agreement at least twelve (12) months prior to the expiration of the Second Extension Term or any Extension Term thereafter.

(c) The Initial Term, and the Extension Term are collectively referred to as the Term. ("Term").

5. **RENT.** (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of ONE THOUSAND DOLLARS (\$ 1,000.00), plus any applicable tax, to Landlord, at the address set forth above, on or before the 5th day of each calendar month in advance or to such other person, firm, or place as Landlord may, from time to time, designate in writing at least thirty (30) days in advance of any due date. Rent will be prorated for any partial month.

(b) The monthly rental payment as described in Paragraph 5 shall automatically increase by fifteen percent (15%) at the beginning of each Extension Term.

6. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in-default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant on sixty (60) days prior written notice, if Tenant, is unable to obtain or maintain any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Premises become unsuitable for Tenant's operation due to governmental regulations.

(c) by Tenant on sixty (60) days prior written notice; if Tenant determines that interference by or to Tenant's use of the Premises cannot be resolved to Tenant's satisfaction;

(d) by Tenant immediately upon notice, if destruction or damage to the Premises or the taking thereof (by partial condemnation or otherwise) is sufficient, in Tenant's reasonable judgment, to adversely affect Tenant's use of the Premises;

(e) by Tenant immediately upon notice, if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action or intervention or third party liability;

(f) by either party on twelve (12) months prior written notice prior to the expiration of the Second Extension Term or any Extension Term thereafter or;

(g) Immediately upon failure to receive FAA and FCC approval regarding Landlord's relocation of antennas, relative to the accommodation of Tenant's Communication Facilities.

7. **INSURANCE.** (a) Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law.

(b) Tenant will name the Landlord as an additional insured under its commercial general liability policy. Tenant will require its insurance company to give at least thirty (30) days prior written notice of termination or cancellation of the policy to the additional insured, except for termination or cancellation for non-payment of premium, which notice will be ten (10) days.

(c) Notwithstanding anything in this Agreement, with respect to all loss, damage, or destruction to the insured party's property (including rental value and business interruption) occurring during the term of this Agreement, Landlord and Tenant hereby releases and waives all claims (except for willful misconduct and negligence) against the other party, and each of the other party's, employees, agents, officers, and directors. Landlord and Tenant will make reasonable effort

to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

8. INTERFERENCE. (a) Where there are prior existing radio frequency users on the Landlord's property, the Landlord will provide Tenant with a list of all current radio frequency user(s) (and their frequencies) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency users on the Premises as long as the current user(s) operate and continue to operate within their frequencies, and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for use of Landlord's Property, if such use adversely affects or interferes with Tenant's Communication Facility. Landlord will notify Tenant and receive within 10 business days Tenant's interference analysis in writing prior to granting any third party the right to install and operate communications equipment on Landlord's Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property which may adversely affect or interfere with the operations of Tenant. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of written notice from Tenant. In the event any such interference does not cease within the aforementioned cure period, then the parties acknowledge that Tenant will have the right to terminate the Agreement upon notice to Landlord.

9. INDEMNIFICATION. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) resulting from the installation, use, maintenance, repair or removal of the Communication Facilities or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors. Regardless of anything herein to the contrary, Landlord shall not be liable for injuries to Tenant's employees, agents, subcontractors, or employees of Tenant's agents or subcontractors, even if caused by Landlord's own negligence. Tenant shall defend, indemnify, and hold harmless Landlord from and against all such claims. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Tenant under workers' compensation acts, disability benefits acts, or other employee benefit acts.

10. WARRANTIES. (a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has all rights, power and authority to enter into this Agreement and bind itself thereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the property by lease or license, unencumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, agreements of record or not of record, which would adversely affect Tenant's use and enjoyment of the Premises under this Agreement; (ii) as long as Tenant is not in default then Landlord grants to Tenant the quiet and peaceful use, enjoyment and possession of the Premises; (iii) its execution and performance of this Agreement will not violate any Laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord.

11. **ENVIRONMENTAL.** (a) To the best of Landlord's current knowledge and without any further studies involved, Landlord represents, warrants and agrees that the Property and its uses and operations complies, and will comply, with all local, state and federal statutes or regulations; or ordinances pertaining to the environment or natural resources ("Environmental Laws").

(b) Tenant represents, warrants and agrees to conduct its activities on the Premises in compliance with all applicable Environmental Laws. Tenant will not use, generate, release, manufacture, refine, produce, store, or dispose of any Hazardous Substance on, under, or about the Leased Premises, except for the use of sealed batteries for emergency back-up, any fire suppression system and small quantities of cleaning products ordinarily used by commercial businesses. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all direct liabilities, damages, losses, costs, assessments, penalties, fines, expenses and fees, including reasonable legal fees, that Landlord may suffer due to the existence or discovery of Hazardous Substance on the Property, or released into the environments that are directly caused by Tenant's use of the Premises.

(c) The indemnification of the Paragraph specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remedial, removal or restoration work required by any governmental authority. The provisions of this Paragraph will survive the expiration or termination of this Agreement.

12. **ACCESS.** (a) Landlord will be permitted access to the Premises; (i) for emergencies without prior notice to Tenant, so long as Tenant is notified as soon thereafter as reasonably practicable; and (ii) with reasonable prior notice to Tenant to make necessary repairs; in all cases provided that Tenant's equipment, technology and proprietary interests remain secure and the Communication Facility's operation is not adversely affected.

(b) At all times throughout the term of this Agreement, and at no additional charge to Tenant, Landlord will provide, as further set forth in Exhibit 1, Tenant and its employees, agents, and subcontractors, with twenty-four hour, seven day access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises.

(c) Tenant will at all times notify Landlord when it becomes necessary to climb the Water Tank structure as described in Exhibit 1.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during the Term. Tenant shall remove its Communication Facilities at its own expense within sixty (60) days of the termination or expiration of this Agreement. If Tenant fails to do so, then Landlord may remove the Communication Facilities, dispose of them or use them in any manner Landlord sees fit, and recover the cost of such removal and disposal from Tenant. Landlord may also, in its discretion, allow Tenant to leave the Communication Facilities in place and the ownership thereof shall be transferred automatically to Landlord sixty (60) days following termination of this Agreement. Footings, foundations, and concrete will be removed to a depth of one foot below grade. Tenant will, to the extent reasonable, restore the Property to its condition at the commencement of the Agreement, reasonable wear and tear and loss

by causes beyond Tenant's control excepted. Tenant will not be required to remove any underground utilities from the Premises or Property.

14. MAINTENANCE/UTILITIES. (a) Tenant will, at Tenant's expense, keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted.

(b) Tenant shall, at its own risk and expense, construct and maintain its Communication Facilities on the Premises in a safe condition and good repair, in compliance with all laws, codes, and regulations. The Communication Facilities shall not interfere with Landlord's use and maintenance of the Property, including the water tower and all other current and or future facilities and structures. On notice from Landlord, Tenant shall immediately, at its own expense, relocate, replace, repair, or temporarily remove its Communication Facilities, or perform any other work in connection with the Communication Facilities that Landlord may require. If there is an emergency or if Tenant does not perform the requested work within thirty (30) days of notice from Landlord, Landlord may relocate, replace, repair, or temporarily remove the Communication Facilities that may be required and Tenant shall reimburse Landlord for all expenses incurred as a result. Tenant agrees that Landlord has the right to operate, maintain, improve, and alter the Premises and Property, including the water tower and all other current and or future facilities and structures. Tenant and its employees, agents and subcontractors shall have access at all times to Premises and may enter on the Property for the sole purpose of gaining access to the Premises in order to install, maintain, and operate the Communication Facilities.

(c) Tenant will be solely responsible for and promptly pay all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. Tenant shall submit any utility easement requests for Landlord review and approval before any construction has commenced to place the requested easement into service. Landlord will cooperate with the involved utility company in order facilitate the service requested by Tenant so long as specific easement requested does not interfere with Landlord's operation of the property.

15. DEFAULT AND RIGHT TO CURE. (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such rent remains unpaid for more than thirty (30) days after receipt of written notice of such failure to pay from Landlord; or (ii) Tenant's failure to perform any other term or condition under this Agreement within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord's failure to perform any term or condition under this Agreement within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

16. ASSIGNMENT/SUBLEASE. This Agreement shall not be assigned or sublet without the written consent of the Landlord. However, Tenant may assign or sublet all or any part of this Agreement, and all or any rights, benefits, liabilities and obligations hereunder, to any person or business entity which is a parent, subsidiary or affiliate of Tenant.

17. **NOTICES.** (a) All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent. Notice will be addressed to the parties at the addresses set forth above (as to Tenant, Attn: System Development Manager; with a copy to AT&T Wireless Services, 10000 Goethe Road, First Floor, Sacramento, CA 95827; Attn: Legal Department). Notices to Landlord shall be sent to City Utilities of Springfield, MO; Attn: Director-Telecommunications, P.O. Box 551, Springfield, MO 65801 or if by overnight mail, 301 E. Central, Springfield, MO 65802. Either party hereto may change the place for the giving of notice to it by written notice to the other as provided herein.

(b) Contact for emergency purposes shall be directed to the Director - Telecommunications at 417.831.8795 for Landlord and Network Operations at 1.800.832.6662 for Tenant.

18. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) days prior written notice to the other party hereto.

19. **TAXES.** Tenant will pay all taxes assessed on, or any portion of such taxes attributable to, the Communication Facility. Tenant, upon presentation of sufficient and proper documentation, will pay, within thirty (30) days, any increase in real property taxes levied against the Property (excluding any additional taxes that relate to the period prior to the Commencement Date, i.e., rollback taxes) which is directly attributable to Tenant's use of the Property, provided Tenant will be entitled to appeal any such increase payable by it. Landlord agrees that it will cooperate with an appeal of such taxes and will promptly pay when due all real estate taxes levied against the Property.

20. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable to Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will be entitled to share in the condemnation proceeds in proportion to the values of their respective interests in the Property, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent.

21. **CASUALTY.** Landlord will attempt to provide notice to Tenant of any casualty affecting the Property within forty-eight hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds from policies purchased by Tenant payable to Tenant on account thereof and to be reimbursed for any prepaid Rent.

22. **BROKER FEES.** Tenant and Landlord each acknowledges and represents to the other that no broker or other person was used by it in connection with this transaction. If any claims, actions or proceedings are brought against either party ("Indemnitee") by reason of any broker, finder or other person claiming to have dealt with the other party ("Indemnitor") in connection with this transaction and/or the Premises, then the Indemnitor hereby agrees to indemnify, hold harmless and defend the Indemnitee from and against all liabilities arising from such claims, and all reasonable costs and expenses incurred in connection therewith (including, without limitation, reasonable legal fees and disbursements). The provisions of the Article will survive the termination of this Agreement.

23. **MISCELLANEOUS.** (a) **Amendment; Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of Landlord and Tenant. The waiver of any breach of this Agreement by either party shall not constitute a waiver of future breaches.

(b) **Bind And Benefit.** The terms and conditions contained in this Agreement will inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(c) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements.

(d) **Governing Law.** This Agreement will be governed by the laws of the state of Missouri and the venue for any action arising out of this Agreement shall be Greene County, Missouri.

(e) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable, and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(f) **No Option.** The submission of this Agreement for examination or consideration does not constitute a reservation of or option for the Premises. This Agreement will become effective as an Agreement only upon the legal execution, acknowledgment and delivery of Landlord and Tenant.

Pursuant to Section 1a Landlord leases to Tenant the following tract of land for placement of an equipment shelter and all such necessary ground ring attachments:

A TRACT OF LAND CONTAINED WITHIN LOT THIRTEEN (13), BLOCK TWO (2), GLENSTONE COURT, AN ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, STATE OF MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT FOURTEEN (14) OF SAID BLOCK TWO (2); THENCE NORTH 87°34'08" WEST, ALONG THE SOUTH LINE OF SAID BLOCK TWO (2), A DISTANCE OF 63.40 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT THIRTEEN (13); THENCE NORTH 2°12'16" EAST A DISTANCE OF 29.78 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°47'44" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 2°12'16" EAST A DISTANCE OF 28.00 FEET; THENCE SOUTH 87°47'44" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 2°12'16" WEST A DISTANCE OF 28.00 FEET TO THE POINT OF BEGINNING. CONTAINING 560 SQ. FT.

Pursuant to Section 1b see attached copy of site plans showing Tenants space on the structure and such easements as are necessary for the antennas and installation.

*Added to
Attachment
- (additional notes made)*

AMENDMENT TO OPTION AND LEASE AGREEMENT

On this 23rd day of August, 2002, City Utilities of Springfield, Missouri ("Landlord") and MC Cellular Corporation, a Delaware corporation, d/b/a AT&T Wireless Services ("Tenant") agree to amend the Option and Lease Agreement entered into between them in April 1999 for the cell site at Glenstone and Grand (Railyard site), Cell Site # SJ162, as follows:

1. The attached Modified Exhibit 1 is substituted for Exhibit 1 (b), in its entirety.
2. The following new subparagraphs (c) and (d) are added to Section 5, Rent:

(c) Commencing on the date that Tenant commences construction of the new antennas and related facilities as shown in Modified Exhibit 1, the rental described in subparagraph (a) shall increase to ONE THOUSAND THREE HUNDRED DOLLARS (\$1,300.00) per month, plus any applicable tax. This rent shall be increased in accordance with subparagraph (b).

(d) In the event that Tenant removes some of its antennas, then the parties shall negotiate in good faith for a reduction in rent. In no event, however, shall the rent be less than SEVEN HUNDRED FIFTY DOLLARS (\$750.00) per month.

3. The following is substituted for Section 17, in its entirety:

17. Notices. (a) All notices, requests, demands, and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a recognized overnight courier, postage prepaid, to be effective when properly sent. Notice will be addressed to the parties at the following addresses:

Tenant: AT&T Wireless
ATTN: Lease Management Department
RE: SJ162/Railyard
2729 Prospect Drive
Rancho Cordova, CA 95670

With a copy to:

AT&T Wireless
ATTN: Legal Department
RE: SJ162/Railyard
11760 North US Hwy One
North Palm Beach, FL 33408

Market: Springfield, MO / FSA 5
Site Number: SJ162
Site Name: Railyard

Landlord:

City Utilities of Springfield, Missouri
ATTN: Director-Telecommunications
P.O. Box 551
Springfield, MO 65801

By overnight mail:

301 E. Central
Springfield, MO 65802

Either party may change the place for giving notice to it by written notice to the other as provided herein.

(b) Contact for emergency purposes shall be directed to the Director-Telecommunications at 417-831-8795 for Landlord and Network Operations at 1-800-832-6662 for Tenant.

In Witness Whereof, the parties have signed this amendment on the date first written above.

**MC Cellular Corporation,
a Delaware corporation,
d/b/a AT&T Wireless Services**

City Utilities of Springfield, Missouri

By: Linda B. Holme
Title: System Dir. Mgr
7-16-02

By: [Signature]
General Manager
Robert E. Roundtree

Approved: [Signature]

Market: Springfield, MO / FSA 5
Site Number: SJ162
Site Name: Railyard