

Cell Site: N127658 / STL/DES2001-1 O'FALLON WATERTANK_27091
Lease ID: N131357
Cingular ID/USID: 15641
Address: 110 Behrens Drive, O'Fallon, IL 62269

**FIRST AMENDMENT TO OPTION TO LEASE AND COMMUNICATIONS SITE
AGREEMENT
[OPTION TO SELL]**

This First Amendment to Option to Lease and Communications Site Agreement ("First Amendment") dated as of the latter of the signature dates below is entered into by and between City of O'Fallon, Illinois, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company ("Tenant").

RECITALS

A. Landlord and Tenant entered into that certain Option to Lease and Communications Site Agreement dated July 16, 2001 ("Agreement"), whereby Landlord leased to Tenant and Tenant leased from Landlord a portion of Landlord's property located at 110 Behrens Drive, O'Fallon, IL 62269 ("Premises").

B. Tenant has determined that its present use of the Premises is no longer consistent with the optimal operation of Tenant's current communications network and, as an alternative to exercising its rights of termination under the Agreement, desires to sell and transfer its improvements installed at the Premises and assign its interest in the Agreement to an, as yet, unidentified third party.

C. In exchange for Tenant's efforts to assign the Agreement to a third party, Landlord agrees that Rent may be abated or modified as set forth below.

D. Since the inception of the Agreement, Tenant has moved its lease administration office and desires to modify the notice provision of the Agreement accordingly.

E. Landlord and Tenant desire to rescind and void the termination letter to the Agreement dated on or about June, 2006. As of the date of full execution of this Agreement, the rescission shall be ratified and reapplied and all terms pursuant to the Agreement set forth, including rent payments are and shall remain current and in effect, except as provided below.

NOW, THEREFORE, in consideration of the foregoing, the payment of Three Thousand and No/100 Dollars (\$3,000.00) to Landlord within thirty days of the execution of this Agreement, and of the mutual obligations and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals set forth above are incorporated herein as set forth in their entirety.

2. **ESTABLISHMENT OF INTERIM PERIOD / ABATEMENT OF RENT.** Paragraph 4 of the Agreement is hereby amended by the addition of the following:

"(c) Notwithstanding Tenant's obligations to pay Rent as set forth above, Landlord agrees that commencing on August 1, 2006 and ending July 31, 2008 (the "Interim Period"), the Rent payable under

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the Agreement shall be Seven Hundred Fifty and no/100 Dollars (750.00) per month subject to the following conditions:

(i) During the Interim Period, nothing herein shall be deemed to modify the payment of additional Rent derived from the use of any electricity, utilities or maintenance under the Agreement;

(ii) Landlord shall not be required to reimburse Tenant for any prepaid fees received by Landlord for any portion of the Interim Period;

(iii) During the Interim Period, Tenant shall attempt to sell its improvements and assign the Agreement to a third party ("Third Party"), such sale and assignment to be subject to the provisions of the Agreement except as set forth in (v) below. Notwithstanding any terms to the contrary in the Agreement, if any, Landlord consents to the sale and assignment of the Agreement to the Third Party. In addition, during the Interim Period, Landlord's right to unilaterally terminate the Agreement for any reason is suspended;

(iv) During the Interim Period, Tenant agrees that it shall continue to abide by all other terms and provisions of the Agreement, including, but not limited to, its obligations to carry insurance pursuant to the provisions of the Agreement;

(v) In the event of a sale, Tenant shall provide to Landlord a fully-executed copy of the assignment and assumption agreement of the Third Party and the Third Party shall be responsible for all Tenant obligations under the Agreement thereafter, including the reinstatement of Rent payments prorated on a go-forward basis from the date of the sale/transfer and assignment; any assignment of the Agreement will require that Rent payments under the Agreement increase by ten percent (10%) over the Rent due in the Initial Term for the remainder of that first Extension Term upon the effective date of the Assignment. Following the assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement and will have no further obligations to Landlord;

(vi) Landlord's right to require Tenant to relocate its equipment, if any, is hereby abolished."

(vii) The Interim Period shall be deemed to be part of a first Extension Term of five-years after the Initial Term (commencing August 1, 2006) and the parties acknowledge that any prior cancellation or termination of the Lease by Tenant has been retracted and is of no effect.

3. CANCELLATION OF INSTALLATION / OPERATION OF FACILITY. During the Interim Period, Tenant agrees that it shall not complete the installation of or operate its Equipment and Facilities..

4. THIRD PARTY APPROVALS.

(a) Landlord recognizes that the Third Party's ability to use the Premises is contingent upon the suitability of the Premises for Third Party's Permitted Use and the Third Party's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Third Party for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"). Landlord authorizes the Third Party, the Third Party's sole cost and expense, to prepare, execute and file all required applications to obtain Governmental Approvals for Third Party's Permitted Use under this Agreement and agrees to reasonably assist Third Party with such applications and with obtaining and maintaining the Government Approvals. In addition, Third Party shall have the right to initiate the ordering and/or scheduling of necessary utilities.

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(b) Landlord agrees that the Third Party may obtain at the Third Party's sole cost and expense a title report or commitment for a leasehold title policy from a title insurance company of the Third Party's choice and may have the Property surveyed by a surveyor of the Third Party's choice.

(c) Landlord agrees that the Third Party may also perform and obtain, at Third Party's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Third Party's use of the Premises will be compatible with Third Party's engineering specifications, system, design, operations or Governmental Approvals. After the tests and investigations are completed, the Third Party will be required to restore the Property to the condition that existed prior to the testing.

5. FAILURE TO ASSIGN AGREEMENT TO THIRD PARTY.

(a) In the event no purchaser is found, the Agreement will automatically terminate at the end of the Interim Period without further action required by Landlord or Tenant. Landlord agrees that Tenant will leave and Landlord shall own all permanent improvements on the Premises. Tenant retains the right to remove any and/or all of its personal property prior to the conclusion of the Interim Period that is listed under Schedule I attached. Title to all of Tenant's personal property not removed or otherwise remaining will transfer to Landlord without a bill of sale, as-is, where-is, without any warranty whatsoever, by operation of this First Amendment.

(b) Alternatively, prior to the conclusion of the Interim Period, in the event that Tenant determines it wants to retain its site, Tenant may avoid the automatic termination of the Agreement by sending Landlord a written notice of its desire to retain the site. If Tenant sends such a notice, the parties will be bound by all the terms of the Agreement except that the Rent due under the Agreement will be increased by ten percent (10%) of the Rent due in the Initial Term for the remainder of that first Extension Term. The resumed Rent will be paid on or before the fifth day of each calendar month in advance. For partial months occurring between the end of the Interim Period and before the first of the following month, Rent will be prorated.

6. NOTICE ADDRESS. The address for notices to Tenant, as provided for in the Agreement, is hereby changed to the following: New Cingular Wireless PCS, LLC, c/o Wireless Asset Management, Cell Site # N127658, Cell Site Name STL/DES2001-1 O'FALLON WATERTANK, P.O. Box 2088, Rancho Cordova, CA 95741-2088, with a copy to Cingular Wireless Attn.: Legal Department, Re: Cell Site # N127658, Cell Site Name STL/DES2001-1 O'FALLON WATERTANK, 15 East Midland Avenue, Paramus, NJ 07652.

7. DEFINED TERMS. All defined terms used in this First Amendment that are not defined herein shall have the same meaning ascribed to them as in the Agreement.

8. ACKNOWLEDGEMENT. Landlord acknowledges that: 1) this First Amendment is entered into of the Landlord's free will and volition; 2) Landlord 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 Landlord's decision to enter into this First Amendment and to have counsel review the terms and conditions of this First Amendment; and 3) Landlord has been advised and is informed that should Landlord not enter into this First Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

9. AGREEMENT REMAINS IN FULL FORCE. Except as set forth above, all other terms and conditions of the Agreement shall remain the same and in full force and effect.

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

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IN WITNESS WHEREOF, Landlord and Tenant have duly executed this First Amendment as of the last day and year written below.

LANDLORD:

City of O'Fallon, Illinois, a municipal corporation

Name:

Date:

Name: (Witness)

Date:

TENANT:

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

Name:
Title:

Date:

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LANDLORD ACKNOWLEDGMENT

PARTNERSHIP (consisting of corporate partners) ACKNOWLEDGEMENT

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 ACKNOWLEDGEMENT

STATE OF _____)
)
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: _____

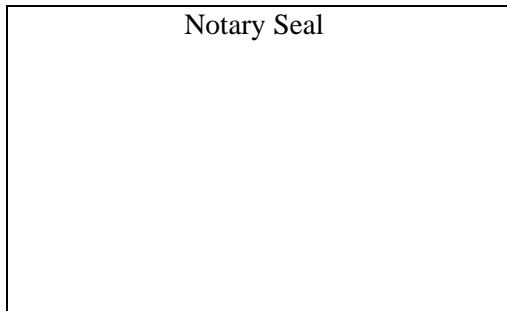
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TENANT ACKNOWLEDGEMENT

STATE OF _____)
) SS.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Executive Director of New Cingular Wireless PCS, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____.



(Signature of Notary)

(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of _____

My appointment expires: _____

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SCHEDULE I

**REMOVAL OF PROPERTY
CIVIL REMOVAL FORM**

To the Agreement dated option to Lease and Communications Site Agreement dated July 16, 2001, by and between City of O'Fallon, Illinois, a municipal corporation ("Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor in interest to AT&T Wireless PCS, LLC, a Delaware limited liability company ("Tenant"). All items described and/or depicted below are to be removed by Tenant at the property address 110 Behrens Drive, O, IL 62269.

Remove from Site

1. Batteries,
2. Radio Equipment,
3. Electronic Cabinets (not including the Shelter building)
4. Electrical meter and telephone interface (if applicable)