

Market: KS / MO  
Cell Site Number: KS4308  
Cell Site Name: Republic DT  
Fixed Asset Number: 10041071

#### FOURTH AMENDMENT TO COMMUNICATION LEASE AGREEMENT

THIS FOURTH AMENDMENT TO COMMUNICATION LEASE AGREEMENT (“**Amendment**”) dated as of the later date below is by and between City of Republic, Missouri, having a mailing address at 213 North Main Avenue, Attn: City Administrator, Republic, MO 65738 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant (or its affiliate or predecessor-in-interest) entered into a Communication Lease Agreement (“**Original Lease**”) dated January 17, 2003, as amended by Amendment to Lease Agreement (“**First Amendment to Communication Lease Agreement**”) dated April 1, 2003, as amended by Amendment to Lease Agreement (“**Second Amendment to Communication Lease Agreement**”) date unknown, and as amended by Third Amendment to Lease Agreement (“**Third Amendment to Communication Lease Agreement**”) dated December 2, 2010, , whereby Landlord leased to Tenant certain Leased Premises, therein described, that are a portion of the property (“**Property**”) located at 687 East Hines Street, Republic, MO 65738 (collectively, the “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Leased Premises; and

WHEREAS, Landlord and Tenant, desire to amend the Agreement to modify the notice section thereof; 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. **Term.** The term of the Agreement shall be amended to provide that the Agreement has a new initial term of five (5) years (“**New Initial Term**”), commencing on June 1, 2023, (“**New Term Commencement Date**”). As of such New Term Commencement Date, all remaining extension Terms in the Agreement except as set forth herein shall be void and of no further force and consequence. The Agreement will be automatically renewed for up to five (5) additional five (5) year terms (each an “**Extension Term**”) upon the same terms and conditions of the Agreement, as amended herein, without further action by Tenant, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the New Initial Term or the then current Extension Term. Hereafter, the defined term “**Term**” shall include the New Initial Term and any applicable Extension Term. Landlord agrees and acknowledges that except that as such permitted use or other rights may be amended herein, Tenant may continue to use and exercise its rights under the Agreement as permitted prior to the New Initial Term.

2. **Modification of Rent.** Commencing on June 1, 2023, the current rent payable under the Agreement shall be One Thousand Nine Hundred and No/100 Dollars (\$1,900.00) per month (the “**Rent**”), and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Extension Term Increase.** The Agreement is amended to provide that commencing on June 1, 2028, Rent shall increase by ten percent (10%) and at the beginning of each Extension Term, as applicable.

4. **Permitted Use.** Tenant, its personnel, invitees, contractors, agents, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and, with prior written notice to landlord, to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Leased Premises at any time during the term of the Agreement for any reason, so long as these changes do not exceed the structural capacity of the tower/structure at this height, or 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, or for any other reason. Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Landlord does not comply with the terms of this section, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

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

6. **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.

If to Landlord:

City of Republic, Missouri  
Attn: City Administrator  
213 North Main Avenue  
Republic, MO 65738

If to Tenant:

New Cingular Wireless PCS, LLC  
Attn: TAG – LA  
Re: Cell Site #: KS4308  
Cell Site Name: Republic DT (MO)  
Fixed Asset #: 10041071  
1025 Lenox Park Blvd. NE  
3rd Floor  
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site #: KS4308  
Cell Site Name: Republic DT (MO)

Fixed Asset #: 10041071  
208 S. Akard Street  
Dallas, Texas, 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice. 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.

7. **Right of First Refusal.** Notwithstanding any other provisions contained in the Agreement, if at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking any sale, conveyance, assignment or transfer, whether in whole or in part, of any property interest in or related to the Leased Premises, including without limitation any offer seeking an assignment or transfer of the Rent payments associated with the Agreement or an offer to purchase an easement with respect to the Leased Premises (“Offer”), Landlord shall immediately furnish Tenant with a copy of the Offer. Tenant shall have the right within ninety (90) days after it receives such copy to match the financial terms of the Offer and agree in writing to match such terms of the Offer. Such writing shall be in the form of a contract substantially similar to the Offer, but Tenant may assign its rights to a third party. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may sell, convey, assign or transfer such property interest in or related to the Leased Premises pursuant to the Offer, subject to the terms of the Agreement. If Landlord attempts to sell, convey, assign or transfer such property interest in or related to the Leased Premises without complying with this Article 7, the sale, conveyance, assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under the Agreement and reserves the right to hold payments due under the Agreement until Landlord complies with this Article 7. Tenant’s failure to exercise the right of first refusal shall not be deemed a waiver of the rights contained in this Article 7 with respect to any future proposed conveyances as described herein.

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. **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.

10. **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]

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

**LANDLORD:**

City of Republic, Missouri

**TENANT:**

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

By: AT&T Mobility Corporation  
Its: Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

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