

SECOND AMENDMENT TO SITE AGREEMENT

THIS SECOND AMENDMENT TO SITE AGREEMENT ("Second Amendment") is made and entered into by and between City of Willard, a municipal corporation ("Owner"), and T-Mobile Central LLC, a limited liability company ("Carrier").

Recitals

The parties hereto recite, declare and agree as follows:

A. Owner and Carrier (or as applicable, their respective predecessors in interest) entered into a Site Agreement dated June 3, 2000, (including any prior amendments, the "Agreement"), with respect to the Premises located at 519 E. Jackson Willard, MO 6578.

B. Owner and Carrier desire to enter into this Second Amendment in order to modify and amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Carrier covenant and agree as follows:

1. The foregoing Recitals are expressly made a part of this Second Amendment and are incorporated herein by this reference. All capitalized terms used but not defined herein shall have the same meaning as in the Agreement.

2. Effective upon the full execution of this Second Amendment, the Carrier shall have the right to modify the Premises as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Owner hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects.

3. The following is added to Paragraph Three of the Agreement: "As additional consideration for the modification and other rights set forth in the Second Amendment, starting on the date that is thirty (30) days after the start of construction of the modifications to the Telephone Facilities, monthly Rent will be increased by \$260.00 partial months to be prorated."

4. The parties' notice addresses set forth in Paragraph Six of the Agreement are deleted in their entirety and replaced with the following:

If to Carrier:

T-Mobile USA, Inc.
Attn: Lease Compliance/Site No. A5P0093A
12920 SE 38th Street
Bellevue, WA 98006

If to Owner:

City of Willard
PO Box 187,
Willard, MO 65781

5. The terms and conditions of the Agreement are incorporated herein by this reference, and capitalized terms used in this Second Amendment shall have the same meanings such terms are given in the Agreement. Except as specifically set forth herein, this Second Amendment shall in no way modify, alter or amend the remaining terms of the Agreement, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between

the terms and conditions of the Agreement and this Second Amendment, the terms and conditions of this Second Amendment will govern and control.

6. Owner represents and warrants to Carrier that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Second Amendment, or if any such third-party consent or approval is required, Owner has obtained any and all such consents or approvals.

7. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Second Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Second Amendment effective as of the date of execution by the last party to sign.

City of Willard

T-Mobile Central LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

[Final Construction Drawings EXHIBIT A-1

SEE ATTACHED