

SECOND AMENDMENT TO WATER TANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATER TANK LEASE AGREEMENT (“**Second Amendment**”), dated as of the latter of the signature dates below, is by and between County of Currituck, a North Carolina Municipality, having a mailing address of 153 Courthouse Road, Suite 210, Currituck, NC 27929 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”).

WHEREAS, Landlord and Tenant entered into a certain Water Tank Lease Agreement dated April 25, 2000 and a First Amendment to Water Tank Lease Agreement dated December 6, 2006, whereby Landlord leased to Tenant certain Premises, therein described, that are a portion of the Property located at 468 Ocean Trail, Corolla, NC 27927) (collectively, the “**Agreement**”); and

WHEREAS, Landlord and Tenant desire to amend the Agreement to allow for the installation of additional antennas, associated cables and other communications instruments; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and.

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. Additional Antennas.** Landlord consents to the replacement of existing antennas and installation and operation of additional antennas, associated cables and equipment as more completely described on attached Exhibit B-2. Landlord’s execution of this Second Amendment will signify Landlord’s approval of Exhibit B-2. Exhibit B-2 hereby supplements Exhibit B-1 to the Agreement.
- 2. Notices.** Tenant's and Landlord notice addresses referenced in Section 14 of the Agreement are hereby replaced with the following:

If to Tenant:	New Cingular Wireless PCS, LLC Attn: Network Real Estate Administration Re: Cell Site: NF196 (NC) Fixed Asset No.: 10068540 1025 Lenox Park Blvd NE, 3 rd Floor Atlanta, GA 30319
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With a copy to:	New Cingular Wireless PCS, LLC
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AT&T Market: VA/WV
AT&T Cell Site ID: NF196
Fixed Asset Number: 10068540
Landlord Site Name: Ocean Trail

Attn: AT&T Legal Department
Re: Cell Site: NF196 (NC)
Fixed Asset#: 10068540
208 S. Akard Street
Dallas, TX 75202-4206

If to Landlord: Currituck County finance Department
153 Courthouse Road, Suite 101
Currituck. NC 27929

3. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second 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 Second Amendment.
4. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

AT&T Market: VA/WV
AT&T Cell Site ID: NF196
Fixed Asset Number: 10068540
Landlord Site Name: Ocean Trail

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Second Amendment on the dates set forth below.

“LANDLORD”

Currituck County

By: _____

Print Name: Bob White

Its: Chairman of the Board of Commissioners

Date: _____

“TENANT”

New Cingular Wireless PCS, LLC

By: AT&T Mobility Corporation

Its: Manager

By: _____

Print Name: _____

Its: _____

Date: _____

AT&T Market: VA/WV
AT&T Cell Site ID: NF196
Fixed Asset Number: 10068540
Landlord Site Name: Ocean Trail

Exhibit B-2

Final Lease Rights

(9) Total Antennas:

- (3) XXQLH-654L8H6-IVT Panel Antennas (at 160 Rad Center)
- (3) NNH4-65C-R6-V3 Panel Antennas (at 160' Rad Center)
- (3) SBJAH4-1D65B-DL Panel Antennas (at 160' Rad Center)

(3) Total TMA's:

- (3) E15S09P78

(12) Total RRU's:

- (3) Ericsson 4478 B14
- (3) Ericsson 4426 B2/B66
- (3) Ericsson 4478 B12A
- (3) RRUS-32 B30

Total Lines

- (6) 1-5/8" Coaxial Lines

Raycap

- (2) Raycap DC6-48-60-18-8F (Surge)
- (1) Raycap DC9-48-60-24-8C-EV (Surge)