



Theresa A. Tharp
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PUBLIC SERVICE
COMMISSION

February 21, 2009

Ryan Gatewood, Director
Division of Filings
Kentucky Public Service Commission
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602-0615

Re: Case No. 2009-00004

Dear Mr. Gatewood:

Enclosed is a copy of a lease addendum for the cell tower site at 8338 Owensboro Road, Falls of Rough, Grayson County, Kentucky which provides for the dismantling and removal of the tower upon the expiration or early termination of the lease. We have just recently received this document from our client, and wanted to forward it to you for inclusion in the PSC case file as well.

Thank you for your assistance with this matter, and if you have any questions or need additional information in this regard please do not hesitate to call us. Thank you.

Sincerely,

Theresa A. Tharp
Paralegal

Enclosure

3267919_1 doc

Short Creek
2009-00004

**ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]**

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

Paragraph 7(a) will be deleted and replaced with the following:

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease. Tenant shall remove all above ground improvements of the Antenna Facilities and all below ground improvements of the Antenna Facilities to a depth of 24" within 120 days following the expiration or early termination of this Lease.

Paragraph 10 will be deleted and replaced with the following:

10. Taxes.

Landlord shall pay when due all real property taxes for the Property, as assessed by the taxing authority of the appropriate jurisdiction. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Tenant will provide the Grayson County Tax Assessor, Planning and Zoning department and the Permitting Department with a legal description of the Premises as well as Tenants' noticing information. Tenant will not pay any taxes prior to the Commencement of the Lease. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

LANDLORD: Willard McCafferty

By: Willard McCafferty
Printed Name: Willard McCafferty
Title: _____
Date: 1-7-09

LANDLORD: Barbara A. Thomas

By: Barbara A. Thomas
Printed Name: Barbara A Thomas
Title: _____
Date: 1-7-09

TENANT: Powertel /Memphis, Inc.

By: _____
Printed Name: Dean Davis
Title: Interim Director of Network Engineering and Operations
Date: _____