



Theresa A. Tharp
Direct 502 587-3748 Fax 502 540-2291 E-mail tae@gdm.com

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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. 2009-00021

Dear Mr. Gatewood:

Enclosed is a copy of a lease addendum for the cell tower site at 2020 Highway 601, Greenville, Muhlenberg 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

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

Jarvis
2009-00021

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 4 will be deleted and replaced with the following:

4. Rent

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, Six Thousand and no/100 dollars (\$6,000.00) per year ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and thereafter Rent will be payable annually in advance on each anniversary of the Commencement date to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant), Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant.

(b) During the Initial Term and any Renewal Terms, annual Rent shall be adjusted, on each anniversary of the Commencement date, to an amount equal to One Hundred and Three percent (103%) of the annual Rent in effect immediately prior to the adjustment date.

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

LANDLORD: William C. Hill

By: William C Hill
Printed Name: William C Hill
Title: Owner
Date: Jan 12, 2009

TENANT: Powertel /Memphis, Inc.

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