

LEASE AGREEMENT

This Agreement, made this 1st day of Oct., 1994, by and between Paul L. Kelley, Trustee of the Paul L. Kelley Revocable Living Trust, dated March 19, 1990, having a primary residence of 1204 Woods Chapel Road, Lee's Summit, Missouri 64064, hereinafter called **LESSOR**, and Kansas City SMSA Limited Partnership, A Delaware Limited Partnership having its principal offices at 17330 Preston Road, Suite 100A, Dallas, Texas 75252 hereinafter called **LESSEE**.

WHEREAS, LESSOR, is the owner of the following described real property lying and being situated in the County of Jackson and State of Missouri, and being:

Being a 50' x 50' tract of land out of the Southwest Quarter of Section 9, Township 48, Range 31, in Lee's Summit, Jackson County, Missouri, and being out of the same tract of land acquired by Paul L. Kelley, Trustee in Deed Book I-2009 at Page 382 Recorded on April 2, 1990 in the office of the Jackson County Recorder of Deeds in Independence, Missouri.

Said property is further shown on Exhibit "A" attached and made a part hereof for all purposes, and a portion thereof is hereinafter referred to as the "Leased Premises", containing approximately 2,500 square feet, more or less.

WHEREAS LESSEE desires to lease said Leased Premises for the purpose of construction, operation, and maintenance of a radio transmission facility consisting of but not limited to, one 11' x 26' equipment building and one 150' monopole tower along with all other appurtenances, cables and hardware as deemed necessary by **LESSEE**.

NOW THEREFORE, in consideration of the terms, conditions and rentals hereinafter set forth, **LESSOR** and **LESSEE** agree to the following:

1. The **LESSOR** hereby leases to **LESSEE** the aforescribed Leased Premises along with the right of way for ingress and egress as more particularly shown on Exhibit "A". **LESSOR** shall grant any and all easements as may be required by the appropriate electric and telephone companies for the purpose of servicing **LESSEE'S** equipment. In addition, **LESSOR** hereby grants to **LESSEE** the right to use additional property contiguous to the Leased Premises during construction of the radio transmission facility. Said additional construction easement to be restored as near as reasonably possible to its condition prior to construction by **LESSEE**. **LESSEE** shall not use or permit the property to be used for any purpose other than a radio transmission facility without written consent of **LESSOR**, said consent not to be unreasonably withheld.

2. **LESSOR** hereby grants to **LESSEE** the right, to survey the Leased Premises. Said survey, if made, shall become Exhibit "B" to this Agreement.

3. The term of this Agreement shall be Twenty (20) years beginning on the date this Agreement is signed by the parties hereto. Rent shall be paid in equal monthly installments, in advance, to **LESSOR** at its address in Lee's Summit, Missouri or to such other person, firm or place as the **LESSOR** may from time to time, so designate in writing at least thirty (30) days in advance of any rental payment date. The

first month's rent shall be due and payable on the date lessee obtains all necessary zoning and building permits from the controlling jurisdictions, but not later than January 1, 1995.

The first five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments as aforesaid.

The second five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments as aforesaid.

The third five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments as aforesaid.

The fourth five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments as aforesaid.

4. If at the end of Twenty (20) years this Agreement has not been terminated by either party giving to the other written notice of an intention to so terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions, including rental payments, for a further term of one (1) year, and so on from year to year until terminated by either party giving to the other written notice of an intention to so terminate at least six (6) months prior to the end of such term.

Provided **LESSEE** is not in default hereunder, and shall have paid all rents and sums due and payable to **LESSOR** by **LESSEE**, **LESSEE** shall have the right to terminate this Agreement at any time upon one (1) year's prior written notice from **LESSEE** to **LESSOR**.

5. It is understood and agreed by the Parties that **LESSEE'S** ability to use the Leased Premises is contingent upon its obtaining, after execution of this Lease, all of the certificates, permits and other approvals that may be required by federal, state or local authorities as well as satisfactory soil boring tests which will permit **LESSEE** use of the Leased Premises as set forth above. **LESSEE** agrees to use best efforts to obtain all of the necessary certificates, permits and approvals which shall be obtained at **LESSEE'S** sole expense. **LESSOR** will cooperate with **LESSEE** at **LESSEE'S** sole cost and expense, in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by **LESSEE**. In the event any such applications should be finally rejected or **LESSEE** in its reasonable discretion believes such application approval will be too costly, time consuming or there is a reasonable likelihood that said application will be rejected in the opinion of **LESSEE** or any certificate, permit, license or approval issued to **LESSEE** is cancelled, expires or lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests are found to be unsatisfactory so that **LESSEE**, in its sole discretion, will be unable to use the Leased Premises for the purposes set forth herein, **LESSEE** shall have the right to terminate this Lease. Prior written notification to **LESSOR** of **LESSEE'S** intent to exercise its right to terminate this Lease shall be by certified mail, return receipt requested, and shall be effective upon receipt of such notice by **LESSOR** as evidenced by the return receipt. All rentals paid to said termination date shall be retained by **LESSOR**. Upon such termination, this Lease shall become null and void and the Parties shall have no further obligations, including the payment of monies, to each other except as otherwise provided herein.

LESSOR agrees that **LESSEE** shall have free access to the Leased Premises for the purpose of constructing, installing, operating and maintaining the Cell Site, and during the continuation of this Lease, and any renewals thereof, ingress and egress is hereby granted to **LESSEE** 24 hours a day, 365 days per year. It is agreed, however, that only authorized engineers, employees, or properly authorized contractors, subcontractors, agents of **LESSEE** agents of **LESSOR**, FCC Inspectors, or persons under their direct supervision will be permitted to enter the Leased Premises.

6. If all or part of the Leased Premises, or if all or any part of the **LESSOR'S** land underlying the radio transmission facility or roadway to the Leased Premises is taken by eminent domain or other action by jurisdictions having the legal right to take said lands, and if any said taking in the sole opinion of **LESSEE** renders the Leased Premises unusable for its intended purposes, then at **LESSEE'S** option this Agreement may be declared null and void and no further force and effect and there shall be no further payment of rents except that which may have been due and payable at the time of said taking. In the event of a partial taking and **LESSEE** in its sole discretion wishes to maintain its operations on the lands of the undersigned, **LESSOR** shall reduce the rental on the Leased Premises by an amount proportionate to the part of the Leased Premises taken by eminent domain or other such legal action.

7. Prior to the Commencement Date of this Lease, **LESSEE** shall have full access to the Leased Premises with prior notice to **LESSOR** for the purposes of undertaking any necessary tests, studies, and inspections relating to **LESSEE'S** proposed use of the Lease Premises and at such times **LESSOR** and **LESSEE** mutually agree. In the event **LESSEE** is unable to utilize the Leased Premises for the purpose stated herein, and terminates this Lease pursuant to Sections 5 or 6 hereinabove, **LESSEE** agrees that it shall restore the Leased Premises and such other portions of the Parcel that have been damaged, modified or altered by or on behalf of **LESSEE** as nearly as possible to their original condition.

8. **LESSEE** shall indemnify **LESSOR** and hold **LESSOR** harmless against any claim of liability or loss from personal injury or property damage, which may arise out of **LESSEE'S** negligence or willful misconduct in connection with the Leased Premises, excepting, however, such claims or damages as may be attributable in whole or in part to the acts or omissions of the **LESSOR**, or its agents, servants or contractors. In the event of **LESSOR'S** negligence or willful misconduct, **LESSOR** shall so indemnify **LESSEE**.

9. **LESSEE** shall have a separate power meter installed for its electric service and **LESSEE** shall pay all costs related to said electric service.

10. **LESSOR** shall be responsible for payment of all ad valorem taxes levied upon the lands of **LESSOR**. **LESSEE** shall be responsible for all taxes levied upon **LESSEE'S** leasehold improvements (including equipment building and tower) on the Leased Premises. Should the taxing and appraisal authorities change the status of the Leased Premises to commercial or market use, **LESSEE** agrees to pay the ad valorem taxes levied upon the portion of **LESSOR'S** land herein referred to as Leased Premises. All valid tax bills will be paid within thirty (30) days of a submitted statement from **LESSOR** to **LESSEE**.

11. **LESSEE**, upon termination of this Agreement, shall, within a reasonable period, remove its building, tower and personal property and restore the ground surface of the property as nearly as is reasonably possible to its original condition, reasonable wear and tear excepted.

12. Any sale by **LESSOR** of all or part of the Leased Premises to a purchaser, other than **LESSEE**, shall be under and subject to this Lease Agreement and **LESSEE'S** rights hereunder.

13. **LESSOR** covenants that **LESSEE**, on paying the rent and performing the covenants by it herein made, shall and may peaceably and quietly have, hold and enjoy the Leased Premises.

14. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Missouri. Any litigation concerning this Lease shall be conducted in Jackson County, Missouri and the parties hereby agree to the venue and personal jurisdiction of these courts.

15. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, postage prepaid, addressed as shown below (or to any other address that the party to be notified may have designated to the sender by like notice):

LESSEE: Southwestern Bell Mobile Systems, Inc.
7801 Farley
Overland Park, Kansas 66204
Attention: Real Estate Manager

and

Southwestern Bell Mobile Systems, Inc.
17330 Preston Road, Suite 100A
Dallas, Texas 75252
Attention: Vice President - General Attorney and Secretary

LESSOR: Paul L. Kelley, Trustee
of the Paul L. Kelley Revocable Living Trust
dated March 19, 1990 a
1204 N.E. Woods Chapel Road
Lee's Summit, Missouri 64064

16. This Agreement may be sold, assigned, or transferred by **LESSEE** at any time without the consent of the **LESSOR**, to a subsidiary, partner or affiliate of the **LESSEE**, or to a successor to the primary business offered by **LESSEE**. Any other assignment shall require written approval of **LESSOR**, such consent not to be unreasonably withheld.

17. **LESSEE** at its sole discretion shall have the right to sublease to others whose primary business is the provision of radio transmission and/or communication service.

18. This Agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the parties hereto.

19. At **LESSOR'S** option, this Agreement shall be subordinate to any mortgage by **LESSOR** which from time to time may encumber all or part of the Leased Premises or right of way; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of **LESSOR'S** interest and also **LESSEE'S** right to remain in occupancy of and have access to the Leased Premises as long as **LESSEE** is not in default of this Agreement. **LESSEE** shall execute whatever instruments may reasonably be required to evidence this subordinate clause. In the event the Leased Property is encumbered by a mortgage, **LESSOR** shall, immediately after this Lease is executed, obtain and furnish to **LESSEE** a Non-Disturbance instrument for each such mortgage in recordable form. Notwithstanding any provision to the contrary, if **LESSOR** fails to provide said Non-Disturbance instrument, **LESSEE** shall have the right to immediately terminate this Lease upon written notice to **LESSOR**.

20. **LESSEE** grants **LESSOR** use on and over any ingress/egress easements constructed and maintained by **LESSEE** to access the Leased Premises. **LESSEE** further agrees to gravel and maintain said ingress/egress road from the Leased Premises to public roadway (Woods Chapel Road).

21. For the purpose of providing constructive notice hereof, **LESSOR** and **LESSEE** hereby agree to execute a Memorandum of Lease Agreement, in recordable form and **LESSEE** shall have the same recorded in the land records of the aforesaid county and state.

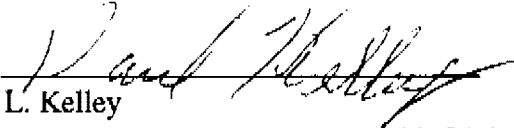
22. **LESSOR** covenants that **LESSOR** is seized of good and sufficient title and interest to the property and has full authority to enter into and execute this Agreement. **LESSOR** further covenants that there are no other liens, judgments or impediments of title on the property.

23. The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Lease and in any document incorporated by reference. This Lease includes the entire agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representations, writings and/or oral understandings or agreements. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

24. **LESSEE** represents that it is a Delaware Limited Partnership in good standing in the State of Delaware and qualified to do business as a foreign limited partnership in the State of Missouri and that Southwestern Bell Mobile Systems, Inc. is the sole General Partner of **LESSEE** responsible for the operation and control of all of the business of the **LESSEE**.

IN WITNESS WHEREOF, the parties hereto have set their hand and affixed their respective seals the days and year just above written.

LESSOR:

BY: 
Paul L. Kelley
Trustee of the Paul L. Kelley Revocable Living Trust,
dated March 19, 1990.

LESSEE: KANSAS CITY SMSA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

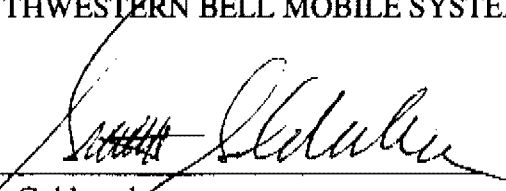
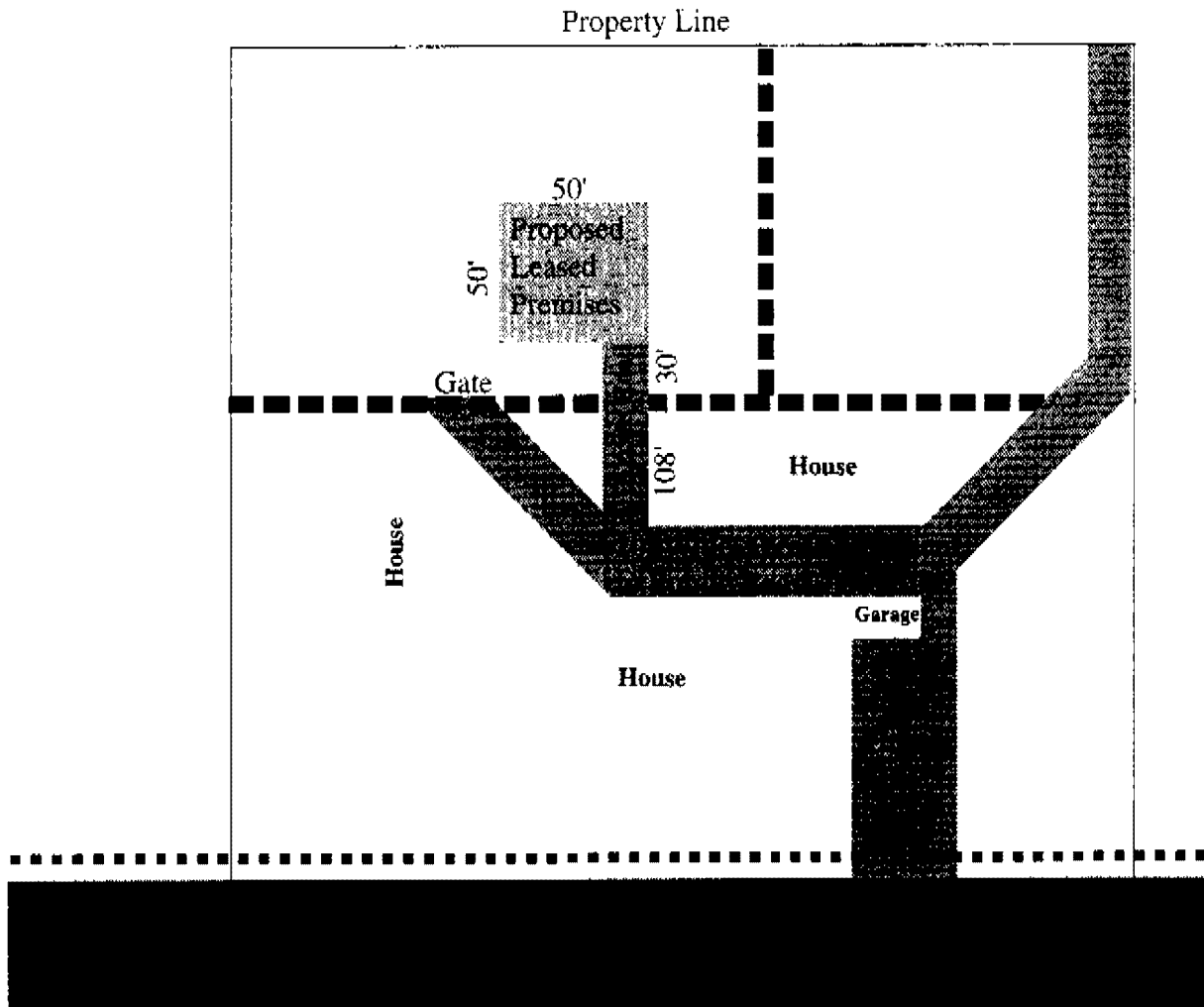
BY: 
Steve Geldmacher
Vice President & General Manager-Midwest Region

EXHIBIT "A"

Attached to and made a part of that certain Lease Agreement dated _____, 1994 by and between Paul L. Kelley, Trustee of the Paul L. Kelley Revocable Living Trust, dated March 19, 1990, having a primary residence of 1204 Woods Chapel Road, Lee's Summit, Missouri 64064, hereinafter called **LESSOR**, and **Kansas City SMSA Limited Partnership**, A Delaware Limited Partnership having its principal offices at 17330 Preston Road, Suite 100A, Dallas, Texas 75252 hereinafter called **LESSEE**.



..... = Overhead Electrical & Telephone
■■■■■■■■ = Fence

No Scale • For Illustration Purposes Only



CELL SITE NAME: Woods Chapel
CENTER CODE NUMBER: 4488

EXHIBIT "A"
Page 1 of 1

KANSAS CITY SMSA LIMITED PARTNERSHIP

EXHIBIT B

1. Subtenant's equipment to be placed on the tower (the "Antenna Facilities") shall include the following:

9 runs of 1 5/8th in coax cable.
9 panel antenna's type - DB874 H105

2. The Antenna Facilities shall be provided with utility service as follows:

Power will be directly metered and provided by Missouri Public Service.

3. The Antenna Facilities shall be located as follows:

The antenna's will form a three sectored site with the following orientation, 0 deg true north, 120 and 240 degrees. The panel antenna radiation center will be at a height of 140' above ground.

EXHIBIT C
SITE PLAN

NETTEL COMMUNICATIONS
DISPATCH COMMUNICATIONS
OF NEW ENGLAND, INC.
361 ELLIOT STREET
NEWTON UPPER FALLS, MA. 02464
Phone 617.244.6085
Fax 617.244.6086

DISCLAIMER

I hereby certify that the documents identified to be disseminated by my unit are limited to:

Building Documents, Contract Documents, Specifications
P.C. Drawings, Plans, Addenda, Architectural Items only.
- nothing at all involving a geo-scientific location.
I hereby declare my responsibility for any OAC leak,
breach, misstatement, disclosure, planning and engineering
requirements indicated herein and those found to be
the work of the other design professionals thereon
and appear herewith.

[Name] [Title], Inc.

15/09/

REVISIONS	
NO.	DATE
1	
2	
3	

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MANTEL & TETTER
AMERICAN INSTITUTE OF ARCHITECTS
4016 WASHINGTON STREET, SUITE 200
KANSAS CITY, MISSOURI 64111

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COMMUNICATIONS.

SITE NAME

WOODS CHAPEL

SITE NUMBER

MO-0055

SITE ADDRESS

1204 NE WOODS CHAPEL RD.
LEE SUMMIT, MO.

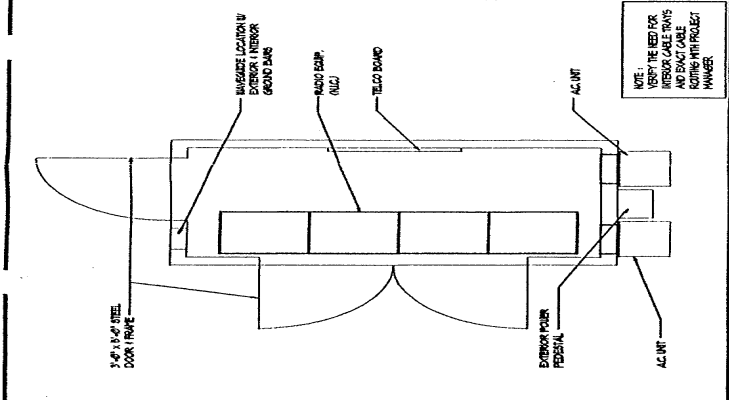
THE

SITE PLAN

SHEET NUMBER

A-1

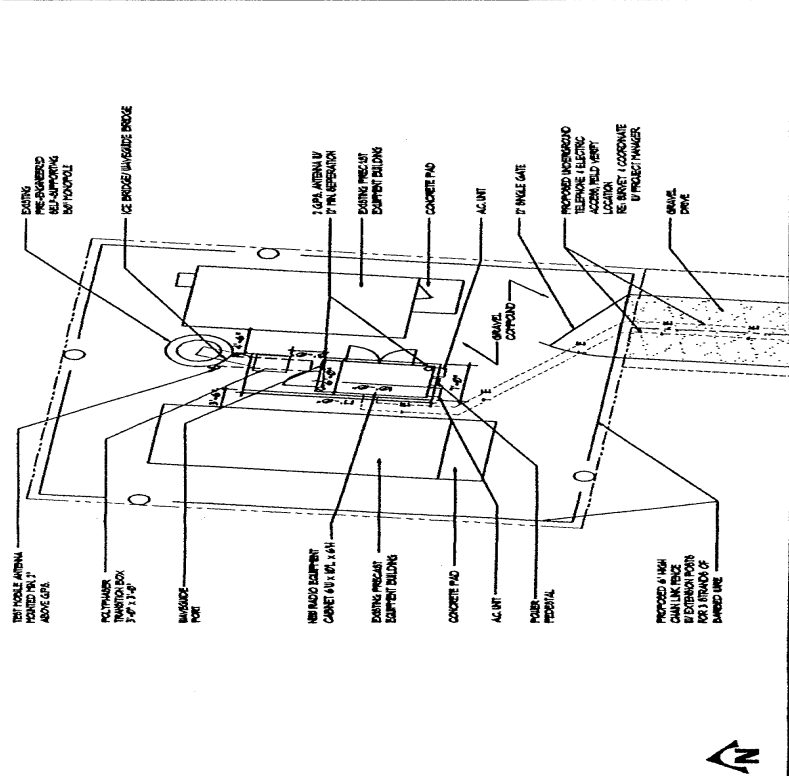
EXHIBIT C



SHETTERPLAN

SCALE 1-5

NOTE :
VERIFY THE NEED FOR
INTERIOR CABLE TRAYS
AND EXACT CABLE
ROUTING WITH PROJECT
MANAGER



ARCHITECTURAL SITE PLAN

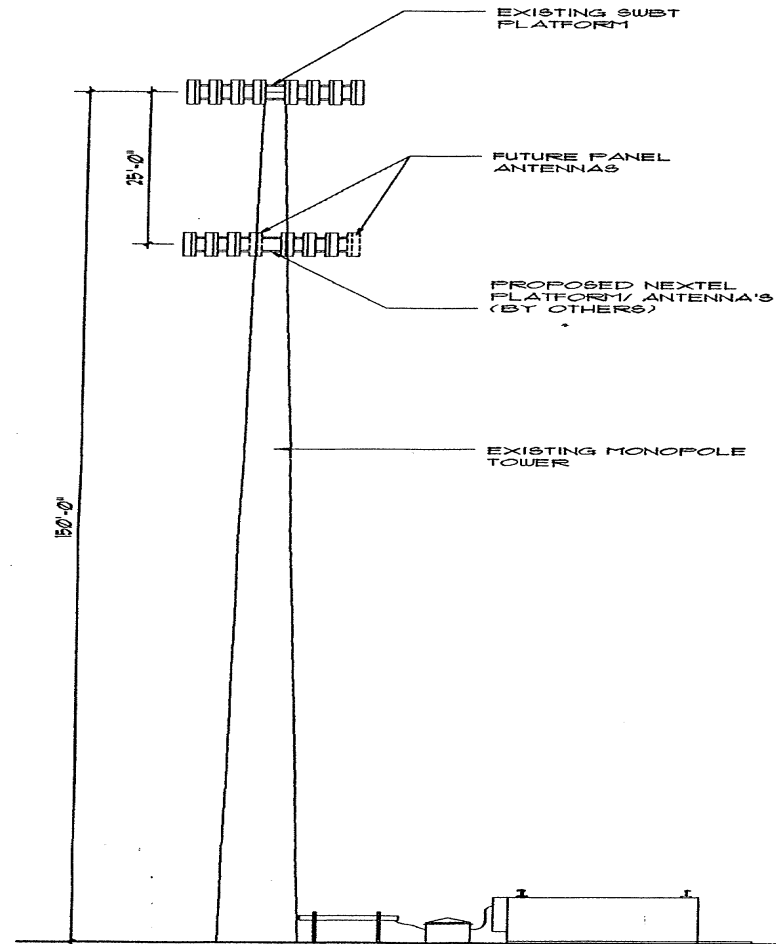
SCALE: 1/4" = 1'-0"

150' MONKPOLE & FOUNDATION
 NAD 1983: LAT. 38°58'00.247"
 LONG. 94°20'56.365"
 NAD 1927: LAT. 38°58'00.223"
 LONG. 94°20'56.546"
 (BASE ELEVATION = 973.5')
 (GROUND ELEVATION = 973.0')



EXHIBIT D
TOWER PLANS AND SPECIFICATIONS

EXHIBIT D

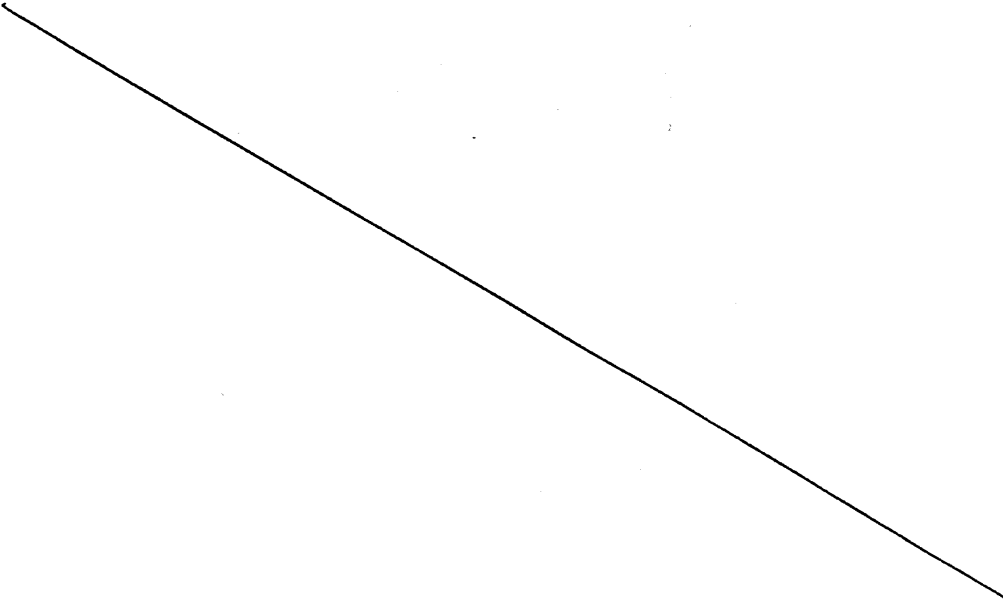


5
A2

WEST ELEVATION W/ TOWER
1/16" = 1'-0"

EXHIBIT E
ESTOPPEL CERTIFICATE

INTENTIONALLY LEFT BLANK



FIRST AMENDMENT TO LEASE

This AMENDMENT is made and entered into the 29 day of October, 1996, by and between Paul L. Kelley, Trustee of the Paul L. Kelley Revocable Living Trust, dated March 19, 1990, having a primary residence of 1204 Woods Chapel Road, Lee's Summit, Missouri 64064, hereinafter called LESSOR, and Kansas City SMSA Limited Partnership, A Delaware Limited Partnership having its principal offices at 17330 Preston Road, Suite 100A, Dallas, Texas 75252 hereinafter called LESSEE.

RECITALS

WHEREAS, LESSOR and LESSEE have entered into a Lease Agreement dated October 1, 1994 whereby LESSOR let unto LESSEE a 50' x 50' parcel, to construct a communications tower and an 11' x 26' equipment shelter.

WHEREAS, LESSOR desires to amend said Lease Agreement for the purpose of adding additional compensation for the Leased Premises, and provide for placement of an additional equipment shelter.

AGREEMENTS

NOW THEREFORE, in consideration for these Recitals and the mutual benefits and obligations accruing to the parties hereunder, LESSOR and LESSEE agree as follows:

1. **BASE RENT.** For use and occupancy of the Leased Premises, LESSEE will continue to pay LESSOR annually, according to the Lease payment schedule revised below:

Effective at the execution of the Amendment all rent for the remainder of year two shall be pro-rated from the Amendment date to the next anniversary date of the Lease Agreement. Years three through five of this Lease shall have an annual rental of [REDACTED] to be paid monthly.

The second five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

The third five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

The fourth five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

2. LESSEE shall have the authority to place an additional 12' x 20' equipment shelter at the base of the tower located within the existing Leases Premises.

3. **RATIFICATION.** Except as specifically amended hereby, each and every other term and condition of the Lease is hereby ratified and shall remain in full force and effect.

WITNESSING THEIR AGREEMENT and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

LESSOR:

BY: 

Paul L. Kelley

Trustee of the Paul L. Kelley Revocable Living Trust,
dated March 19, 1990.

LESSEE:

KANSAS CITY SMSA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

BY: 

Paul Roth

Vice President & General Manager-Midwest Region

SCANNED

SECOND AMENDMENT TO LEASE

This AMENDMENT is made and entered into the 31st day of February, 1997, by and between Paul L. Kelley, Trustee of the Paul L. Kelley Revocable Living Trust, dated March 19, 1990, having a primary residence of 1204 Woods Chapel Road, Lee's Summit, Missouri 64064, hereinafter called LESSOR, and Kansas City SMSA Limited Partnership, A Delaware Limited Partnership having its principal offices at 17330 Preston Road, Suite 100A, Dallas, Texas 75252 hereinafter called LESSEE.

RECITALS

WHEREAS, LESSOR and LESSEE have entered into a Lease Agreement dated October 1, 1994 whereby LESSOR let unto LESSEE a 50' x 50' parcel, to construct a communications tower and an 11' x 26' equipment shelter.

WHEREAS, LESSOR desires to amend said Lease Agreement for the purpose of adding additional compensation for the Leased Premises, and provide for placement of an additional equipment shelter.

AGREEMENTS

NOW THEREFORE, in consideration for these Recitals and the mutual benefits and obligations accruing to the parties hereunder, LESSOR and LESSEE agree as follows:

1. **BASE RENT.** For use and occupancy of the Leased Premises, LESSEE will continue to pay LESSOR monthly, according to the Lease payment schedule revised below:

Effective at the execution of the Amendment all rent for the remainder of year three shall be adjusted from the Amendment date to the next anniversary date of the Lease Agreement. Years three through five of this Lease shall have an annual rental of [REDACTED] to be paid monthly.

The second five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

The third five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

The fourth five (5) year period of this Lease shall have an annual rental of [REDACTED] to be paid in equal monthly installments.

2. LESSEE shall have the authority to place an additional 10' x 16' equipment shelter at the base of the tower located within the existing Leases Premises. Upon execution of this amendment, LESSOR has authorized the placement of three equipment buildings at the base of the tower.

3. **RATIFICATION.** Except as specifically amended hereby, each and every other term and condition of the Lease is hereby ratified and shall remain in full force and effect.

WITNESSING THEIR AGREEMENT and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

LESSOR:

BY: Paul L. Kelley
Paul L. Kelley
Trustee of the Paul L. Kelley Revocable Living Trust,
dated March 19, 1990.

LESSEE: KANSAS CITY SMSA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

BY: Paul Roth
Paul Roth
Vice President & General Manager-Midwest Region

THIRD AMENDMENT TO LEASE

This **AMENDMENT** is made and entered into the 22 day of May, 1997, by and between Paul L. Kelley, Trustee of the Paul L. Kelley Revocable Living Trust, dated March 19, 1990, having a primary residence of 1204 Woods Chapel Road, Lee's Summit, Missouri 64064, hereinafter called **LESSOR**, and Kansas City SMSA Limited Partnership, A Delaware Limited Partnership having its principal offices at 17330 Preston Road, Suite 100A, Dallas, Texas 75252 hereinafter called **LESSEE**.

RECITALS

WHEREAS, LESSOR and LESSEE have entered into a Lease Agreement dated October 1, 1994 whereby **LESSOR** let unto **LESSEE** a 50' x 50' parcel, to construct a communications tower and an 11' x 26' equipment shelter.

WHEREAS, LESSOR desires to amend said Lease Agreement for the purpose of enlarging the Leased Premises.

AGREEMENTS

NOW THEREFORE, in consideration for these Recitals and the mutual benefits and obligations accruing to the parties hereunder, **LESSOR and LESSEE** agree as follows:

1. **BASE RENT.** For use and occupancy of the Leased Premises, **LESSEE** will continue to pay **LESSOR** monthly, according to the existing Lease payment schedule.
2. **LESSEE** shall have the authority to extend the existing Leases Premises 10' x 50' to the North.
3. **RATIFICATION.** Except as specifically amended hereby, each and every other term and condition of the Lease is hereby ratified and shall remain in full force and effect.

WITNESSING THEIR AGREEMENT and intending to be legally bound, the parties have executed this Agreement the day and year first above written.

LESSOR:

BY: Paul L. Kelley
Paul L. Kelley
Trustee of the Paul L. Kelley Revocable Living Trust,
dated March 19, 1990.

LESSEE: KANSAS CITY SMSA LIMITED PARTNERSHIP
BY ITS GENERAL PARTNER
SOUTHWESTERN BELL WIRELESS INC.
SUCCESSORS IN INTEREST TO
SOUTHWESTERN BELL MOBILE SYSTEMS, INC.

BY: Paul Roth
Paul Roth
Vice President & General Manager-Midwest Region