

This Instrument Prepared By:
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Baker, Donelson, Bearman,
Caldwell & Berkowitz, PC
420 20th Street North, Suite 1600
Birmingham, Alabama 35203

STATE OF ALABAMA)

COUNTY OF SHELBY)

AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS AMENDMENT TO TOWER SITE LEASE AGREEMENT is made and entered into effective as of November 29, 2006 between **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility Inc., a Delaware corporation (“**LESSEE**”), and Bowater Alabama Inc., an Alabama corporation (“**LESSOR**”).

WITNESSETH:

WHEREAS, Kimberly-Clark Corporation, a Delaware corporation (“Kimberly-Clark”), and Lessee entered into that certain Tower Site Lease Agreement dated March 1, 1996 (the “**Lease**”), a memorandum of which was recorded on January 7, 2002 in the Office of the Judge of Probate of Shelby County, Alabama in Deed Book 2002, Page 00951 (the “**MOL**”) pursuant to which Kimberly-Clark leased that real property described on Exhibit A attached hereto (the “**Leased Property**”) to Lessee;

WHEREAS, pursuant to that certain Bill of Sale and Assignment dated March 27, 1997, Kimberly-Clark assigned all of its right, title and interest in and to the Lease to Lessee, successor in interest to U.S. Alliance Forest Products, Inc., a Canadian corporation; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on March 1, 2021 (the “**Original Term**”) and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. **AMENDMENTS.** The Lease is hereby amended as follows:

(a) **Additional Terms and Renewals.** The second sentence of Article 1 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

Lessee shall have the option to extend this Lease for thirteen (13) additional five (5) year terms. Each such option to extend the term of the Lease as provided herein shall be deemed exercised unless, Lessee shall give Lessor written notice of its intention not to so extend the term at least six (6) months prior to the end of the then current term.

(b) **Holding Over.** Article 1 of the Lease is hereby further amended by deleting the term "third (3rd)" wherever it appears thereon and substituting the term "thirteenth (13th)" in lieu thereof.

(c) **Termination.** Article 1 is further amended by adding the following sentence to the end of said Article:

In addition to any other termination rights granted to Lessee, Lessee may terminate this Lease at any time upon written notice to Lessor given six (6) months prior to the effective date of such termination.

(d) **Consideration.** Article 2 of the Lease is hereby amended by deleting said Article 2 in its entirety and substituting the following in lieu thereof:

The annual rental for each extension term shall be adjusted upward based on the percentage of increase in the Producer Price Index as published by the United States Department of Labor. The base Producer Price Index shall be the average for the calendar year 1995 and any adjustments will be based on the yearly average. Should the index decrease, no decrease shall be made in rental.

(e) **Right of First Refusal.** Section 6.01 of the Lease is hereby deleted in its entirety and the following Section 6.01 is substituted in lieu thereof:

6.01 If Lessor receives an offer to purchase any of the following interests in all or a portion of the Leased Property: (i) fee title, (ii) a perpetual easement, (iii) a lease, (iv) any or all portions of Lessor's interest in this Agreement including the Rent or (v) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Property is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice, a fee simple interest in Lessor's Property or the Leased Property or a perpetual easement for the Leased Property. If the Lessor's Notice is for more than the Leased Property and Lessee elects to purchase in fee or acquire a perpetual easement in only the Leased Property, the terms and condition of said acquisition shall be the same terms and conditions as

in Lessor's Notice but the purchase price shall be pro-rated on an acreage basis. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice and this Lease shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

(f) **Eminent Domain.** Article 9 of the Lease is hereby deleted in its entirety and the following Article 9 is substituted in lieu thereof:

9. If Lessor receives notice of a proposed taking by eminent domain of any part of the Leased Property, Lessor will notify Lessee of the proposed taking within five (5) days of receiving said notice and Lessee will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Leased Property that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Leased Property so taken. With either option Lessee shall have the right to contest the taking and directly pursue an award, or a portion of the award, allocated to Lessee's interest in the Leased Property.

(g) **Notice.** Lessee's notice address is hereby amended to be:

Cingular Wireless, LLC
Attn: Legal Department
15 East Midland Avenue
Paramus, NJ 07052

With a copy to:
Cingular Wireless, LLC
c/o Attn: Network Real Estate Admin.
6100 Atlantic Boulevard
Norcross, GA 30071

Lessor's notice address is hereby amended to be:

Bowater Alabama Inc.
17589 Plant Road
Coosa Pines, AL 35044

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the Lease are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Lessee ratify, confirm and adopt the Lease as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Lease or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Lease shall remain and continue in full force and effect. In case of any inconsistency between the Lease or the MOL and this Amendment,

this Amendment shall govern and control.

(b) **Binding Effect.** The Amendment shall be binding upon the heirs, legal representatives, successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of the Amendment.

(c) **Entire Agreement.** The Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(d) **Counterparts.** The Amendment may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following page.]



20061219000617410 4/7 \$30.00
Shelby Cnty Judge of Probate, AL
12/19/2006 11:58:38AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Tower Site Lease Agreement as of the date first written above.

LESSOR:

BOWATER ALABAMA INC.,
an Alabama corporation


By: Charles Allen Sander
Its: VP + Res. Mngr.

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LESSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

By: Nellie Jabbari
Its: Nellie Jabbari
Senior Manager - Partnerships/MLAs


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STATE OF ALABAMA)
TALLADEGA
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Charles Allen Sanders whose name as VP & Resident Manager of **BOWATER ALABAMA INC.**, an Alabama corporation, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 3rd day of October, 2006.

Patricia C. Gink
Notary Public

My Commission Expires: 8/28/2010

[SEAL]

STATE OF Georgia)
COUNTY OF DeKalb)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nellie Sabau, whose name as S. Mgr. Partnership/MLA'S of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 29th day of Nov., 2006.

Debra J. White
Notary Public

My Commission Expires: June 5, 2007

[SEAL]

DEBRA J. WHITE
Notary Public, DeKalb County, Georgia
My Commission Expires June 5, 2007

EXHIBIT "A"

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36°12'32" West for a distance of 1154.96 feet to the point of beginning of the property herein described; thence 15°13'11" left and run North 51°25'43" West for a distance of 70.00 feet; thence 90°00' left and run South 38°34'17" West for a distance of 142.85 feet; thence 90°00' left and run South 51°25'43" East for a distance of 70.00 feet; thence 90°00' left and run North 38°34'17" East for a distance of 142.85 feet to the point of beginning. Containing 9999.50 square feet.

All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.



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