


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

Recording Requested By
and Return to:
Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: Myron Lampkin


20090914000350060 1/7 \$103.50
Shelby Cnty Judge of Probate, AL
09/14/2009 12:35:16 PM FILED/CERT

Shelby County, AL 09/14/2009
State of Alabama
Deed Tax : \$74.50

Cross Reference to:
Instrument No. 2000-12112
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
TOWER SITE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF FIRST ^{Effective}AMENDMENT
TO TOWER SITE AGREEMENT ("Memorandum") is made and entered into on this 29th
day of DECEMBER, 2008, by and between **WILLIAM T. EVANS and DELORIS
EVANS**, husband and wife (collectively, the "**Lessor**"), and **GLOBAL SIGNAL
ACQUISITIONS LLC**, a Delaware limited liability company ("**Tenant**").**

W I T N E S S E T H:

WHEREAS, Lessor entered into a Tower Site Agreement last dated March 20, 2000 (the "**Agreement**") with ForeSite LLC, an Alabama limited liability company ("**ForeSite**"), a memorandum of which was recorded on April 12, 2000 in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument No. 2000-12112 (the "**MOL**"), covering certain real property, together with an easement for ingress, egress and utilities, described in **Exhibit "A"** attached hereto (the "**Site**");

WHEREAS, ForeSite, pursuant to that Master Bill of Sale, Assignment and Assumption Agreement dated as of April 29, 2005, transferred and assigned all of its right, title, and interest in, to, and under the Agreement to Tenant, which assumed all of ForeSite's rights, duties, and obligations with respect thereto;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on March 19, 2025 (the "**Original Term**") and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth below; and

WHEREAS, effective as of the date of this Memorandum, Lessor and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to Tower Site Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO
TOWER SITE AGREEMENT**

Lessor: William T. Evans and Deloris Evans, husband and wife, with a mailing address of 223 Doyle Drive, Montevallo, AL 35115.

Tenant: Global Signal Acquisitions LLC, a Delaware limited liability company, with its principal office c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, Attn: Real Estate, Department, 2000 Corporate Drive, Canonsburg, PA 15317.

Property: The real property leased by Lessor to Tenant, together with an easement for ingress, egress and utilities, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of five (5) years, beginning on March 20, 2000.

Expiration Date: The first extension having been exercised, if not otherwise extended or renewed, the Agreement shall expire on March 19, 2010.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: Ten (10) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Agreement will occur on March 19, 2055.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that First Amendment to Tower Site Agreement dated as of the date hereof, 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 Tenant ratify, confirm and adopt the Agreement, as amended by that First Amendment to Tower Site Agreement dated as of the date hereof, 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 Agreement, as amended, 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 Agreement, as amended, shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Tower Site Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum 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 pages]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Tower Site Agreement on the day and year first written above.

LESSOR:

William T. Evans
WILLIAM T. EVANS

STATE OF ALABAMA)

Shelby COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **WILLIAM T. EVANS**, whose name is signed to 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 executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of November, 2008.

Robin H. Mitchell
Notary Public

My Commission Expires: 4-30-2011

[SEAL]



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Shelby Cnty Judge of Probate, AL
09/14/2009 12:35:16 PM FILED/CERT

Deloris Evans

DELORIS EVANS

STATE OF ALABAMA)

Shelby **COUNTY)**

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **DELORIS EVANS**, whose name is signed to 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 24 day of November, 2008

Alicia H. Mitchell
Notary Public

My Commission Expires: 4-30-2011

[SEAL]

TENANT:

GLOBAL SIGNAL ACQUISITIONS LLC,
a Delaware limited liability company

By: Global Signal Services LLC, its
Manager

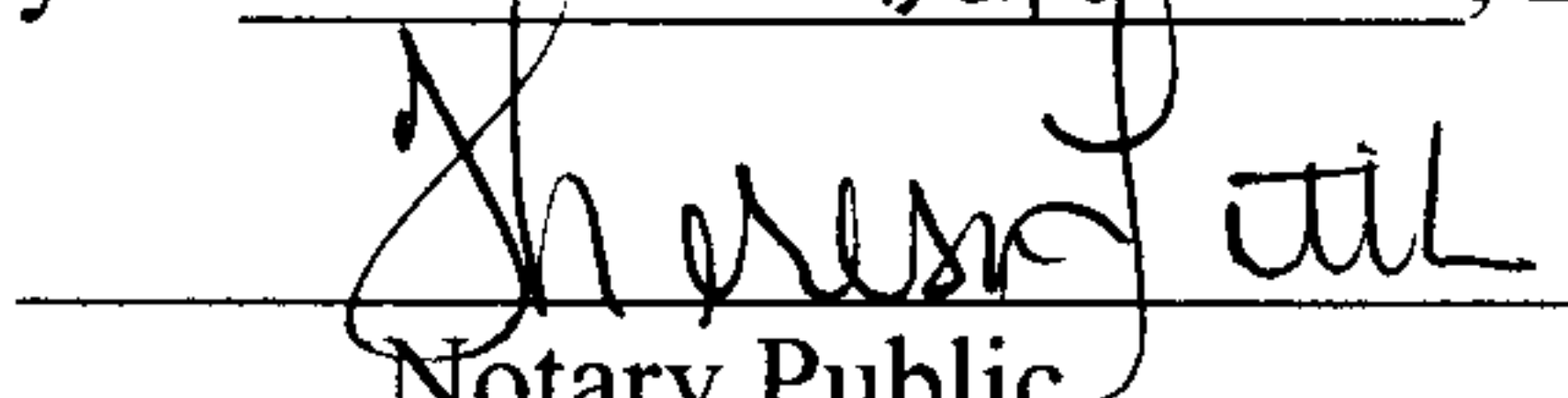
By: 
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

STATE OF TEXAS)

HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that R. CHRISTOPHER MOONEY, whose name as DIRECTOR of Global Signal Services LLC, a Delaware limited liability company, as manager of **GLOBAL SIGNAL ACQUISITIONS LLC**, a Delaware limited liability company, is signed to 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 DECEMBER, 2008.


Notary Public

My Commission Expires: 4-4-12

[SEAL]

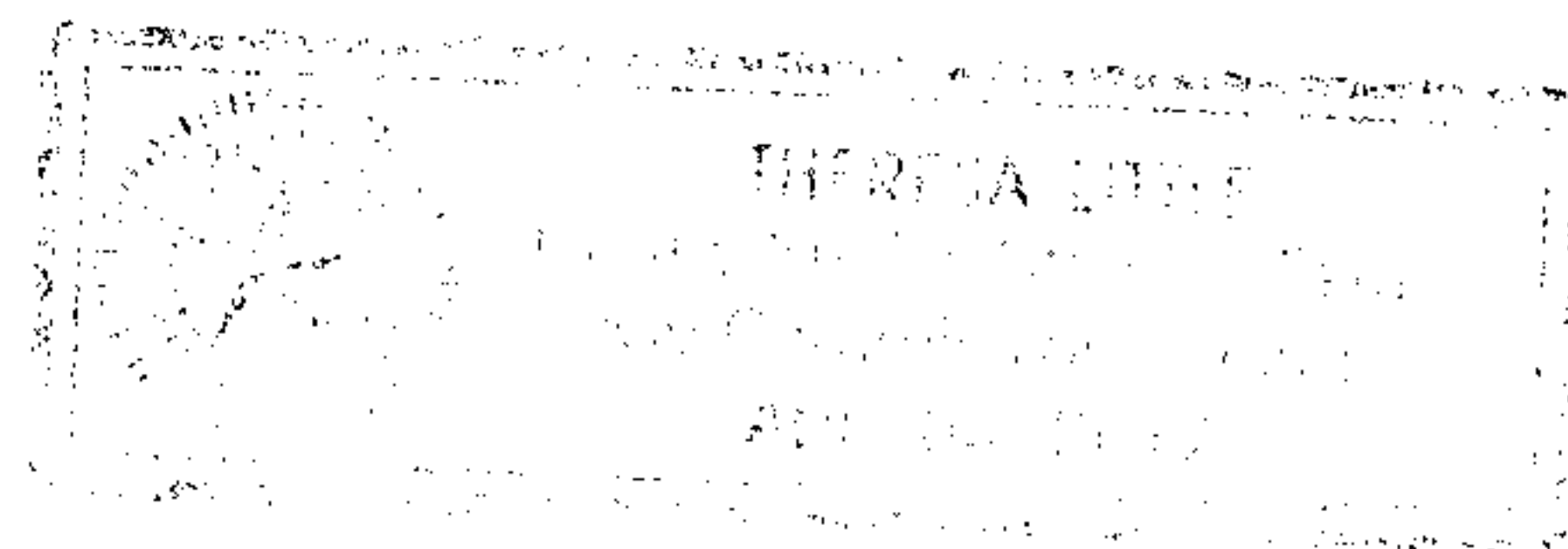


EXHIBIT "A"

A parcel of land being a portion of that certain tract of land (hereinafter referred to as the "Parent Tract") described as all that part of the SW1/4 of NE1/4 of Section 15, Township 18 South, Range 1 East, that lies northwest of the Bear Creek Highway right of way, except that part sold to W.N. Finley as described in Deed Book 56 on page 26 and also except that part, if any, sold to W.M. Bailey, as described in Deed Book 56 on page 297 in Probate Office of Shelby County, Alabama, minerals and mining right excepted, and subject to public road right of way. Said parcel being more particularly described by the following metes and bounds description, the bearings of which are based "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of said Parent Tract, run thence Southerly along the western boundary thereof S02°00'58"E for a distance of 373.97 feet; thence leaving said western boundary line, N87°59'02"E for a distance of 270.76 feet to the Point of Beginning of the lease parcel; thence N90°00'00"E for a distance of 466.86 feet; thence S00°00'00"W for a distance of 546.05 feet; thence N90°00'00"W for a distance of 562.33 feet; thence N00°00'00"W for a distance of 35.00 feet to the Eastern right-of-way of Shelby County Road 491 (a 40' public right-of-way); thence Northeasterly for a distance of 208.04 feet along the arc of a curve concave to the northwest, having a radius of 142.14 feet, a central angle 83°51'35", and a chord bearing and distance of N30°10'20"E and 189.96 feet; thence leaving said right-of-way N00°00'00"W for a distance of 346.83 feet to the Point of Beginning. Containing 6 acres, more or less.

