

AMENDMENT

THIS AMENDMENT is made and entered into effective as of December 01, 2002 (the "Amendment"), by and between **SOUTH CREST BAPTIST CHURCH** ("Lessor") and **CROWN CASTLE PT INC.**, a Delaware corporation ("Crown").

WITNESSETH:

WHEREAS, Lessor and Powertel/Birmingham, Inc., a Missouri corporation ("Powertel") entered into that certain Option and Lease Agreement dated April 14, 1999 (the "Lease"), whereby Lessor granted to Powertel an exclusive and irrevocable option to lease certain parcels of real property located in Shelby County, Alabama (the "Property"), more particularly described on Exhibit A attached to the Lease together with an easement (the "Easement") as specified in the Lease, more particularly described on Exhibit A and Exhibit B attached to the Lease, which option was subsequently exercised by Powertel;

WHEREAS, Lessor and Powertel entered into that certain Memorandum of Lease dated June 30, 1999, relating to the Lease, which Memorandum of Lease was recorded in the Office of the Judge of Probate of Shelby County, Alabama, as Instrument 1999/29287, and in the Office of the Judge of Probate of Jefferson County as Instrument Number 9909/7767 (the "MOL");

WHEREAS, Powertel assigned all of its right, title and interest in and to the Lease to Powertel, Inc., a Delaware corporation, by an Assignment and Assumption Agreement entered into as of June 18, 1999; and, Powertel, Inc. assigned all of its right, title and interest in and to the Lease to Powertel Birmingham Towers, LLC, a Delaware limited liability company, by an Assignment and Assumption Agreement entered into as of June 21, 1999;

WHEREAS, Powertel Birmingham Towers, LLC assigned all of its right, title and interest in and to the Lease to Crown by an Assignment and Assumption Agreement entered into as of December 1, 1999; and

WHEREAS, Lessor and Crown desire to amend the Lease and the MOL in certain respects.

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

1. Property. Exhibit A and Exhibit B of the Lease and the MOL are hereby deleted in their entireties and the Exhibit A and Exhibit B attached hereto are hereby substituted in lieu thereof.
2. Entire Agreement. This Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof and all prior agreements (whether oral or in writing) with respect thereto are merged herein. This Amendment may not be modified, waived or canceled except by written instrument subscribed by all of the parties hereto.
3. Ratification. Except as expressly amended hereby, the Lease and the MOL are hereby confirmed and ratified in all respects by each of the parties hereto and remains in full force and effect.

4. Miscellaneous. Lessor acknowledges, represents and warrants that (i) South Crest Baptist Church is the Lessor under the Lease as amended by this Amendment and there have been no assignments of the Lease by Lessor, and (ii) the trustees of South Crest Baptist Church whose names are signed to this Amendment have been duly and properly authorized to sign this Amendment for and on behalf of the Lessor.

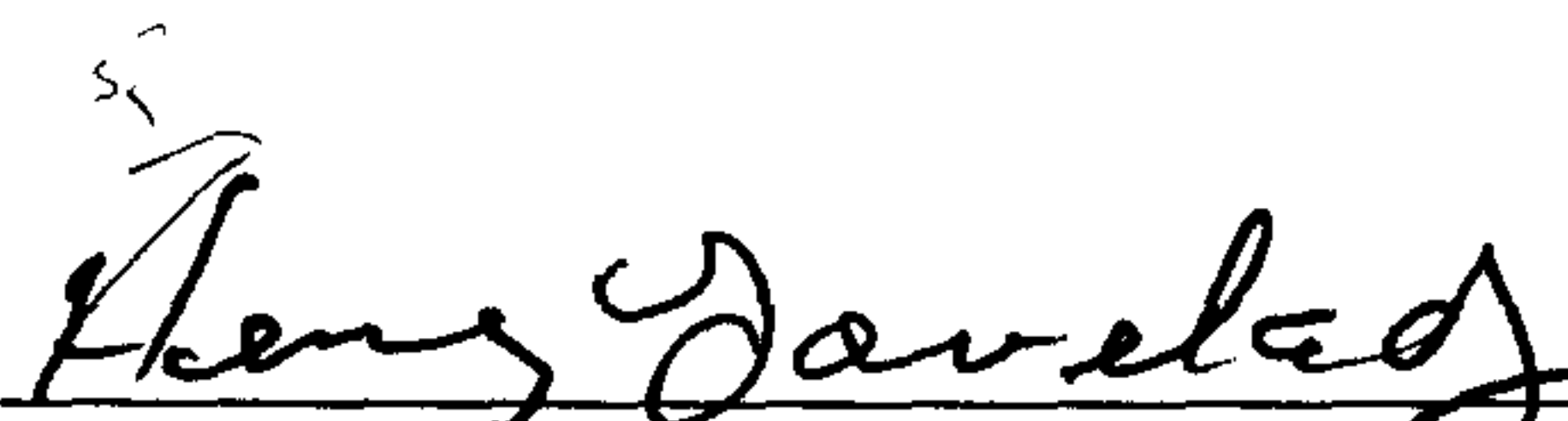
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

LESSOR:

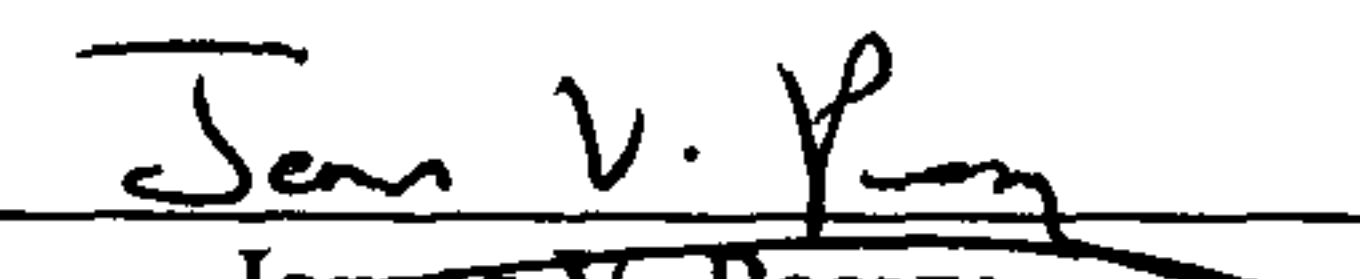
SOUTH CREST BAPTIST CHURCH

By: 
D. C. Ledbetter

Its: Trustee

By: 
Henry Lovelady

Its: Trustee

By: 
James V. Peavy

Its: Trustee

LESSEE:

CROWN CASTLE PT INC.

By: 
Its: Area President, Southern

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **D. C. Ledbetter**, whose name as Trustee of South Crest Baptist Church, 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 instrument, he, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said South Crest Baptist Church.

Given under my hand this 15 day of December 2002.

[NOTARIAL SEAL]

Barbara Whitsett
Notary Public

My Commission Expires: _____

Barbara Whitsett, Notary Public
Alabama, State at Large
My Commission Expires October 24, 2006

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Henry Lovelady**, whose name as Trustee of South Crest Baptist Church, 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 instrument, he, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said South Crest Baptist Church.

Given under my hand this 15 day of December 2002.

[NOTARIAL SEAL]

Barbara Whitsett
Notary Public

My Commission Expires: _____

Barbara Whitsett, Notary Public
Alabama, State at Large
My Commission Expires October 24, 2006

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **James V. Peavy**, whose name as Trustee of South Crest Baptist Church, 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 instrument, he, as such Trustee and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said South Crest Baptist Church.

Given under my hand this 15 day of December, 2002.

[NOTARIAL SEAL]

Barbara Whitsett
Notary Public

My Commission Expires: _____

Barbara Whitsett, Notary Public
Alabama, State at Large
My Commission Expires October 24, 2006

STATE OF GA)
COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Kenna Newman, whose name as Vice President – Southern Area of **CROWN CASTLE PT INC.**, a Delaware corporation, 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 instrument, she, in her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this 6 day of February, 2003.

[NOTARIAL SEAL]

EN Majors
Notary Public
My Commission Expires: **MY COMMISSION EXPIRES:
JULY 4, 2004
NOTARY PUBLIC
FORSYTH COUNTY, GEORGIA**

EXHIBIT “A”

LEGAL DESCRIPTION OF PROPERTY

(See attached survey under heading “Lease Parcel”)

EXHIBIT “B”

LEGAL DESCRIPTION OF EASEMENT(S)

(See attached survey under heading “Ingress, Egress and Utility Easement”)

LEGAL DESCRIPTIONS:

A PARCEL OF LAND SITUATED IN THE SE 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 4 WEST, JEFFERSON AND SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARENT TRACT:

CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 12
AND RUN NORTH 87°00' WEST FOR 23.97 FEET TO A POINT ON THE WESTERY N.W.
CORNER OF SAID SECTION 12; THENCE SOUTHWEST ALONG SAID RAILROAD
FOR AN AC DISTANCE OF 67.84 FEET TO THE END OF A CLARE IN SAID RAILROAD;
THENCE SOUTH 45°42'30" WEST FOR 28.12 FEET TO A POINT; THENCE RUN SOUTH
44°14'35" WEST ALONG SAID RAILROAD N/W FOR 50.00 FEET TO A POINT; THENCE
RUN NORTH 43°43'30" WEST ALONG SAID RAILROAD N/W FOR 12.80 FEET TO A POINT;
THENCE SOUTHWEST ALONG SAID RAILROAD N/W FOR AN AC DISTANCE OF 197.01 FEET TO THE
END OF A CLARE IN SAID RAILROAD; THENCE CONTINUE SOUTH 87°02'30" WEST ALONG SAID RAILROAD
N/W FOR 13.28 FEET TO A POINT OF CURVE; THENCE SOUTHWEST AND N/W FOR
19.28 FEET TO A POINT OF CURVE; THENCE SOUTHWEST AND N/W ALONG SAID RAILROAD
N/W FOR AN AC DISTANCE OF 287.12 FEET TO THE END OF SAID CLARE; THENCE
SOUTH 70°06'30" WEST FOR 36.74 FEET TO A POINT; THENCE LEAVING SAID R/W
CORNER OF SAID SECTION 12, RUN SOUTH 62°02'30" WEST ALONG THE EAST LINE OF SAID
CELESTERY FOR 51.70 FEET; THENCE RUN SOUTH 87°22'40" EAST ALONG THE
EAST LINE OF SAID CELESTERY FOR 84.43 FEET; THENCE RUN SOUTH 02°34'30"
WEST ALONG THE EAST LINE OF SAID CELESTERY FOR 214.93 FEET TO AN ANGLE
POINT; THENCE RUN SOUTH 01°02'00" WEST FOR 210.00 FEET; THENCE RUN
POINT OF BENCHMARK; THENCE SOUTHWEST AND N/W FOR AN AC DISTANCE OF 512.83 FEET TO THE
SAY PAUCE, CONTAINS 8.01 ACRES MORE OR LESS AND IS SUBJECT TO ANY
REASONS OR RESTRICTIONS OF RECORD.

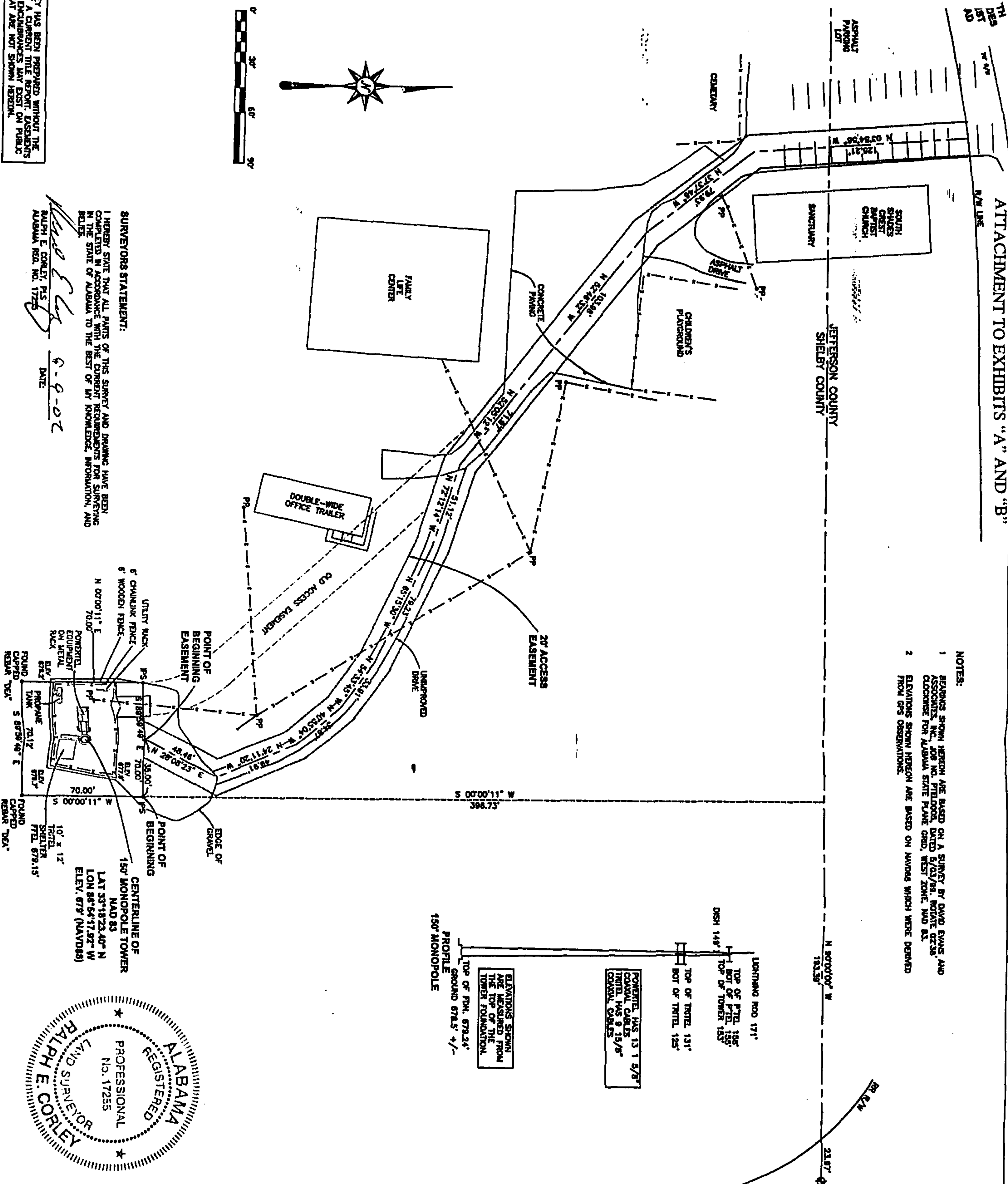
LEASE PARCEL:

COMMENCE AT THE CORNER OF THE SW 1/4 OF THE SE 1/4 OF SAID SECTION 12 AND RUN NORTH 80°00'00" WEST FOR 21.87 FEET TO A POINT ON THE WELY R/W OF THE SOUTHERN RAILROAD; THENCE CONTINUE NORTH 80°00'00" WEST FOR A DISTANCE OF 181.39 FEET TO A POINT; THENCE RUN SOUTH 0°00'00" WEST FOR 384.75 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF THE PLATTEAU DESCRIBED ABOVE; THENCE RUN NORTH 85°55'48" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN NORTH 85°55'48" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN NORTH 00°00'15" EAST, A DISTANCE OF 70.00 FEET TO A POINT; THENCE RUN SOUTH 85°55'48" EAST, A DISTANCE OF 4.800 SQUARE FEET, MORE OR LESS, CONTAINING 4.800 SQUARE FEET, MORE OR LESS.

INGRESS, EGRESS, AND UTILITY EASEMENT:

A STRIP OF LAND 20 FEET IN WIDTH FOR HIGHWAYS, EGRESS, AND UTILITIES SITUATED IN THE SE 1/4 OF SECTION 12, TOWNSHIP 30 SOUTH, RANGE 4 WEST, SHERIDAN AND JEFFERSON COUNTIES, ALABAMA, AND LYING 10.0 FEET TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

THE S.W. 1/4 OF THE SE 1/4 OF SAID SECTION 12, TOWNSHIP 30 SOUTH, RANGE 4 WEST, SHERIDAN AND JEFFERSON COUNTIES, ALABAMA, BEING 160.00'00" WEST FOR 21.87 FEET TO A POINT ON THE WEALY R/W OF THE SOUTHERN RAILROAD; THENCE CONTINUE NORTH 87.00'00" WEST FOR A DISTANCE OF 153.39 FEET; THENCE ANGLE LEFT AND RUN SOUTH 07.00'11" WEST FOR 386.73 FEET; THENCE ANGLE RIGHT AND RUN NORTH 88.55'46" WEST FOR A DISTANCE OF 31.00 FEET TO THE POINT OF BEGINNING; THENCE ANGLE RIGHT AND RUN NORTH 49.02'31" WEST FOR A DISTANCE OF 46.67 FEET; THENCE ANGLE LEFT AND RUN NORTH 47.05'30" WEST FOR A DISTANCE OF 34.87 FEET; THENCE ANGLE LEFT AND RUN NORTH 47.05'30" WEST FOR A DISTANCE OF 34.87 FEET; THENCE ANGLE LEFT AND RUN NORTH 54'53.95" WEST FOR A DISTANCE OF 13.91 FEET; THENCE ANGLE LEFT AND RUN NORTH 65'15.90" WEST FOR A DISTANCE OF 78.23 FEET; THENCE ANGLE LEFT AND RUN NORTH 72'17.14" WEST FOR A DISTANCE OF 51.13 FEET; THENCE ANGLE RIGHT AND RUN NORTH 87.05'17" WEST FOR A DISTANCE OF 151.12 FEET; THENCE ANGLE RIGHT AND RUN NORTH 87.05'17" WEST FOR A DISTANCE OF 151.12 FEET; THENCE ANGLE LEFT AND RUN NORTH 53'40.30" WEST FOR A DISTANCE OF 37.44'46" WEST FOR A DISTANCE OF 73.83 FEET; THENCE ANGLE RIGHT AND RUN NORTH 03'51'55" WEST FOR A DISTANCE OF 125.21 FEET MORE OR LESS TO THE SOUTHERLY LINE OF SOUTH SHAWES CREST ROAD (A 70' R/W) AND THE ENDING POINT CENTRALE OF THIS CENTERLINE.

**SURVEYORS STATEMENT:**

I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

4-9-07
DATE: _____

LEGEND

FLOOD INFORMATION

LANDMARK SURVEYING, INC.
6708 WARREN PIKE ROAD STE 111

AS-BUILT SURVEY

CROWN
JOB NO. B119

GENERER'S GAP SITE

SITUATED IN THE SW 1/4 OF THE SE 1/4
SECTION 12, TOWNSHIP 12 SOUTH, RANGE 4 WEST