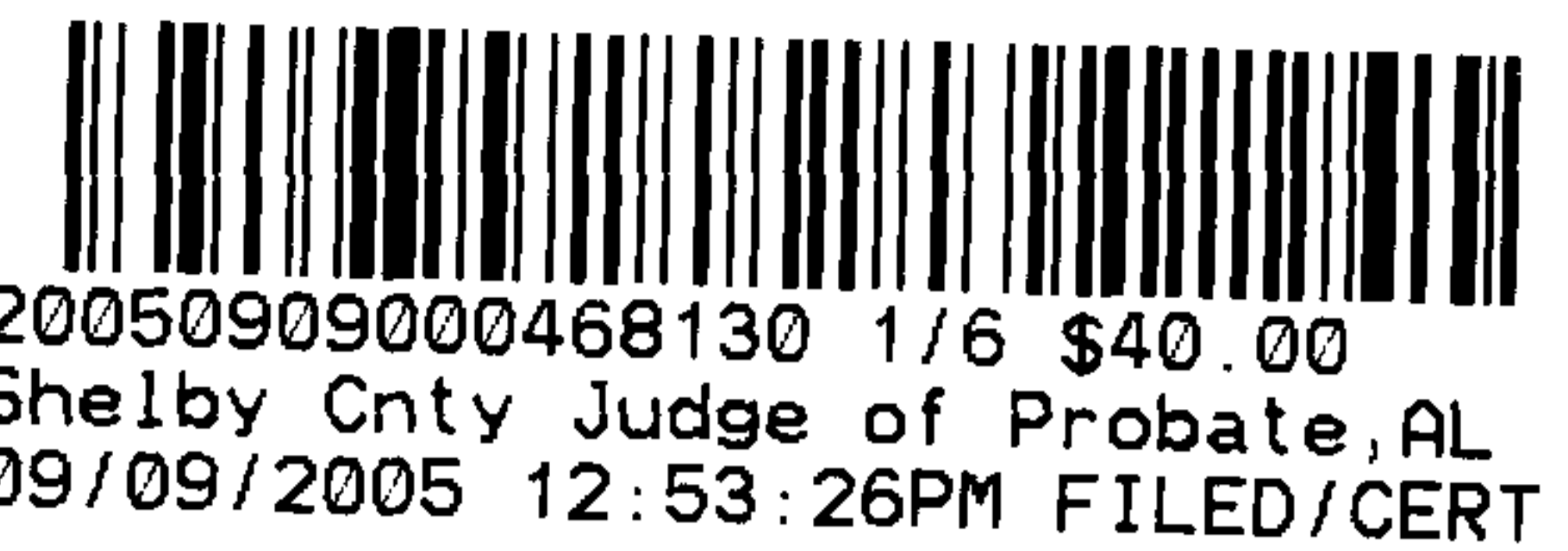


STATE OF ALABAMA)

COUNTY OF SHELBY)



AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into on this 22 day of July, 2005, by and between **BEARDEN FAMILY PARTNERSHIP, LTD.**, an Alabama limited partnership (having a mailing address of 3494 Bearden Lane, Helena, Alabama 35080) ("Lessor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company ("Lessee").

WITNESSETH:

WHEREAS, J. E. Bearden and Irene L. Bearden, husband and wife, as lessor and GTE Wireless of the South Incorporated, a Virginia corporation (hereinafter referred to as "GTE", successor by merger to GTE Mobilnet of Birmingham Incorporated, successor by name change to Contel Cellular of Birmingham, Inc.), as lessee, entered into a Lease Agreement dated April 5, 1993 (the "Lease"), covering certain real property described in **Exhibit "A"** attached hereto (the "Property"), which Lease was filed for record on March 14, 1994, and recorded as Instrument No. 1994-08098 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, on December 29, 1994, J. E. Bearden and Irene L. Bearden transferred the real estate of which the Property is a part to Lessor pursuant to that certain Warranty Deed filed in the Office of the Judge of Probate of Shelby County as Instrument No. 1997-37673;

WHEREAS, on April 1, 2000, GTE assigned all its right, title and interest in, to and under the Lease to Lessee, which assumed all of GTE's rights, duties and obligations with respect thereto; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on February 28, 2018 (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 hereinafter set forth and the sum of Six Thousand Three Hundred Fifty-Five and No/100 Dollars (\$6,355.00), in hand paid by Lessee to Lessor, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

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

(a) The second sentence of Section 2 of the Lease is hereby deleted in its entirety and the following is substituted in lieu thereof:

At the end of the Initial Term, this Lease shall automatically renew and extend for eight (8) separate and successive five (5) year periods, unless the Lessee gives the Lessor written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the then current term.

(b) Consideration. Section 4(a) of the Lease is hereby amended by adding the following to the end of said Section:

In addition to the rental increases set forth above, the annual rental payable for during the fifth renewal term shall be increased by fifteen percent (15%) over the annual rental otherwise due as calculated above.

(c) Tower. Lessor shall have the first option to purchase the tower and other facilities owned by Lessee and located on the Premises (the "Equipment") in the event that Lessee elects to abandon such Equipment. The purchase price for such equipment shall be One Dollar (\$1.00).

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

Crown Castle International Corp.
E. Blake Hawk, General Counsel
Attn: Real Estate Department
2000 Corporate Drive
Canonsburg, PA 15317

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. This 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 this Amendment.

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

(d) Counterparts. This Amendment may be executed in two (2) or more counterparts, 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)

IN WITNESS WHEREOF, the parties have executed this Amendment to Lease Agreement on the day and year first above written.

LESSOR:

BEARDEN FAMILY PARTNERSHIP, LTD.


By: Joel Bearden
Name: Joel Bearden
Its: General Partner

LESSEE:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: Kenna B. Newman
Name: **KENNA B. NEWMAN**
Its: **Area President - Southern**

STATE OF ALABAMA)
)
SHELBY COUNTY)


20050909000468130 4/6 \$40.00
Shelby Cnty Judge of Probate, AL
09/09/2005 12:53:26PM FILED/CERT

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Joel Bearden whose name as General Partner of **BEARDEN FAMILY PARTNERSHIP, LTD.**, is signed to the forgoing Amendment to Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he/she, as such General Partner and with full authority, executed the same voluntarily on the day the act of said limited partnership on the day the same bears date.

Given under my hand and seal this the 25th day of May, 2005.

Sheila Gray
Notary Public
My Commission Expires: 01/10/08

[NOTARIAL SEAL]

STATE OF Georgia)
Fulton COUNTY)

20050909000468130 5/6 \$40.00
Shelby Cnty Judge of Probate, AL
09/09/2005 12:53:26PM FILED/CERT

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **KENNA B. NEWMAN** whose name as **Area President - Southern of CROWN CASTLE GT COMPANY LLC**, is signed to the foregoing Amendment to Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and 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 seal this the 22nd day of July, 2005.

Wanda J. Strickland
Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

WANDA F. STRICKLAND
NOTARY PUBLIC
FULTON County
State of Georgia
My Comm. Expires May. 18, 2007

EXHIBIT "A"**LEGAL DESCRIPTION**

20050909000468130 6/6 \$40.00
 Shelby Cnty Judge of Probate, AL
 09/09/2005 12:53:26PM FILED/CERT

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama; thence **South 87 degrees 55 minutes 18 seconds East** along the South line of said quarter-quarter section for a distance of 649.36 feet to the Easterly right-of-way line of Shelby County Highway No. 105 (right-of-way width varies) and the **POINT OF BEGINNING**; thence **North 11 degrees 41 minutes 04 seconds West** along said right-of-way line for a distance of 106.58 feet, thence run **South 87 degrees 55 minutes 18 seconds East** for a distance of 102.96 feet to the Southwesterly line of an Alabama Power Company right-of-way (right-of-way width: 100-feet); thence leaving said right-of-way run **South 11 degrees 41 minutes 04 seconds East** for a distance of 106.58 feet to the South line of said quarter-quarter section; thence run **North 87 degrees 55 minutes 18 seconds West** along the South line of said quarter-quarter section for a distance of 102.96 feet to the Easterly right-of-way line of Shelby County Highway No. 105 and the **POINT OF BEGINNING**.
Containing 10,658 square feet (0.245 acres) more or less.

Shelby County, AL 09/09/2005
 State of Alabama

Deed Tax: \$14.00