

STATE OF ALABAMA )

COUNTY OF SHELBY )

20050909000468140 1/6 \$82.50  
Shelby Cnty Judge of Probate, AL  
09/09/2005 12:53:27PM FILED/CERT

**AMENDMENT TO TOWER SITE LEASE AGREEMENT**

**THIS AMENDMENT TO TOWER SITE LEASE AGREEMENT** (the "Amendment") is made and entered into on this 23 day of JUNE, 2005, by and between **BILLY K. GRAHAM, JR.** (having a mailing address of 970 Highway 202, Calera, Alabama 35040) ("Lessor"), and **CROWN CASTLE PT INC.**, a Delaware corporation ("Lessee").

**WITNESSETH:**

**WHEREAS**, Lessor entered into a Tower Site Lease Agreement dated April 16, 1996 (the "Lease") with Powertel/Birmingham, Inc., a Missouri corporation formerly known as InterCel Birmingham MTA, Inc., as lessee ("Powertel"), covering certain real property described in **Exhibit "A"** attached hereto (the "**Property**"), a memorandum of which was filed for record on April 29, 1996, and recorded as Instrument Number 1996-13926 in the Office of the Judge of Probate of Shelby County, Alabama (the "MOL");

**WHEREAS**, on March 8, 1999, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Birmingham Towers, LLC, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto;

**WHEREAS**, on June 1, 1999, Powertel Birmingham Towers, LLC, assigned all of its right, title and interest in, to and under the Lease to Lessee; and

**WHEREAS**, the Lease has an original term (including all extension terms) that will terminate at midnight on April 16, 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 hereinafter set forth and the sum of One Thousand and No/100 Dollars (\$1,000.00), in hand paid by Lessee to Lessors, 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) **Additional Terms and Renewals.** The first sentence of Section 4 shall be deleted in its entirety and the following shall be substituted in lieu thereof:

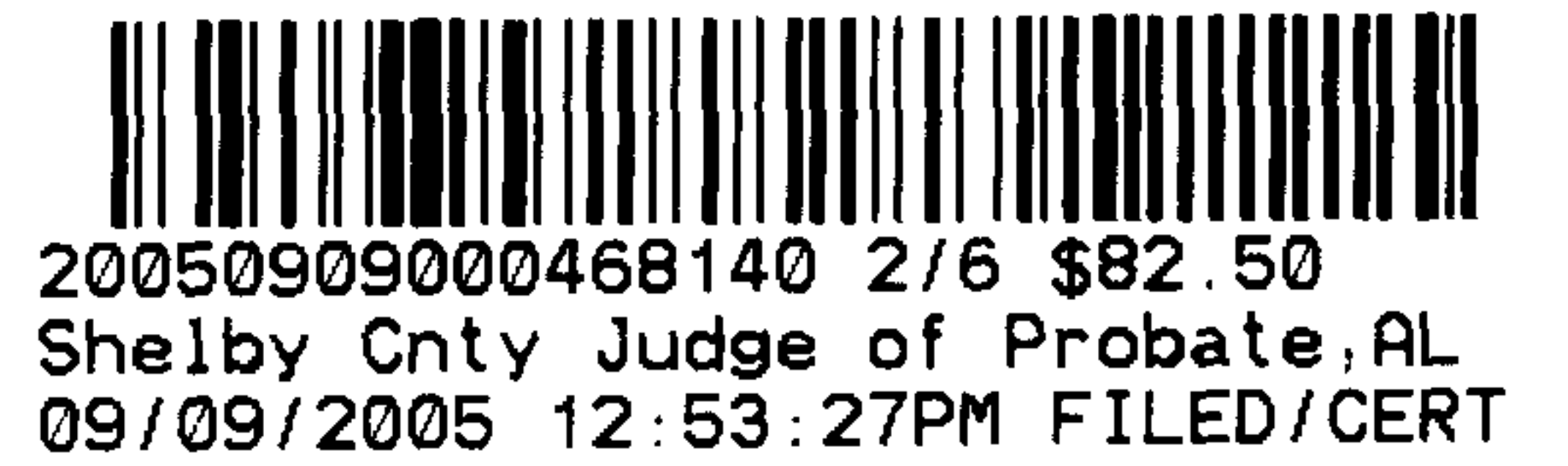
"Renewal Terms Lessee shall have the right to extend this lease for fourteen (14) additional five (5) year terms (each a "Renewal Term")."

(b) **Consideration** Section 5(c) of the Lease is hereby amended by adding the following to the end of said Section:

The annual rental for each Renewal Term following the Fourth Renewal Term shall be increased in the same manner as the annual rental for the preceding Renewal Terms.

(c) **Notice**. Tenant'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.** 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)

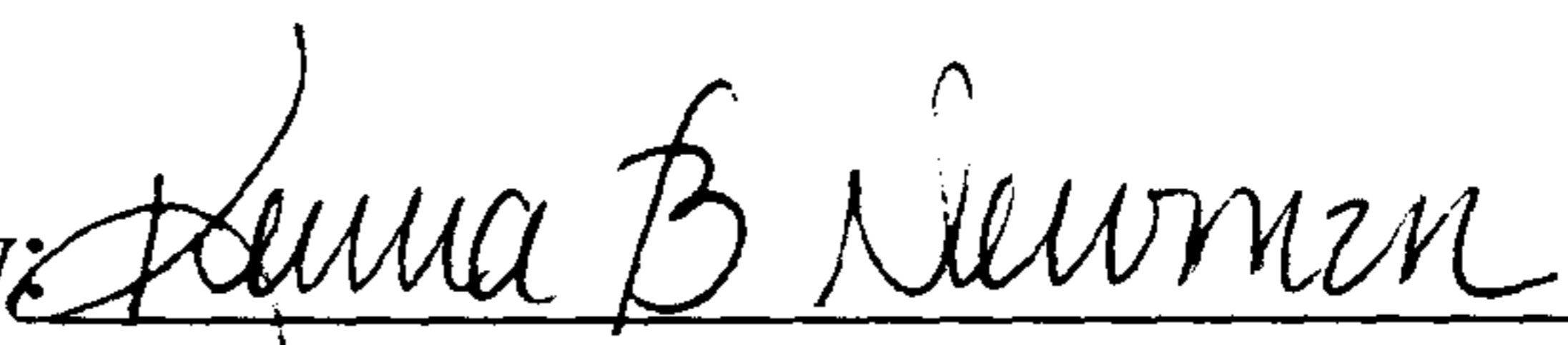
IN WITNESS WHEREOF, the parties have executed this Amendment to Tower Site Lease Agreement on the day and year first written above.


**LESSOR:**

  
Billy K. Graham, Jr.

**LESSEE:**

**CROWN CASTLE PT INC.,  
a Delaware corporation**

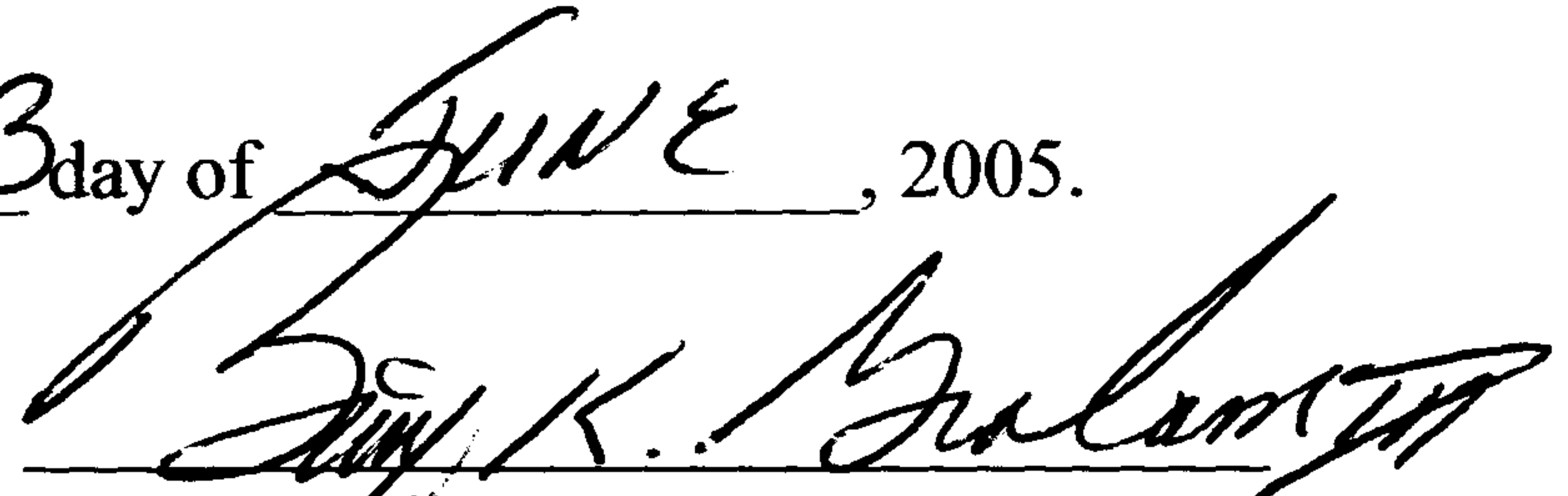
By:   
Name: **KENNA B. NEWMAN**  
Its: Area President, Southern  
7/22/05

  
20050909000468140 3/6 \$82.50  
Shelby Cnty Judge of Probate, AL  
09/09/2005 12:53:27PM FILED/CERT

STATE OF ALABAMA )  
 )  
SHELBY COUNTY )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that **BILLY K. GRAHAM, JR.**, whose name is signed to the foregoing Amendment to Tower Site Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of such Amendment to Tower Site Lease Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 23 day of JUNE, 2005.



Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 13, 2005  
REGISTERED THROUGH NOTARY PUBLIC UNDERWRITERS

[NOTARIAL SEAL]



20050909000468140 4/6 \$82.50  
Shelby Cnty Judge of Probate, AL  
09/09/2005 12:53:27PM FILED/CERT



**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, St. Stephen's Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of said NW 1/4 of NW 1/4 of Section 12, Township 24 North, Range 13 East and run South 89°22'36" West along the north line of said 1/4 - 1/4 for a distance of 365.77 feet to the POINT OF BEGINNING; thence angle left and run South 27°08'07" East for a distance of 386.64 feet along a line approximately 30 feet southwest of and parallel to the centerline of an existing gravel road (County Road #67); thence angle left and run South 36°12'07" East for a distance of 239.10 feet along said parallel line; thence angle right and leaving said gravel road run South 53°47'53" West for a distance of 342.30 feet to a point on the northeasterly right-of-way line of Interstate #65; thence angle right and run North 18°22'37" West along said right-of-way line for a distance of 776.58 feet to the intersection of said right-of-way line with the northerly line of said 1/4 - 1/4; thence angle right and leaving said right-of-way line run North 89°22'36" East along said 1/4 - 1/4 line for a distance of 203.49 feet to the POINT OF BEGINNING.  
Containing 174,239 square feet (4.0 Acres) more or less.



20050909000468140 6/6 \$82.50  
Shelby Cnty Judge of Probate, AL  
09/09/2005 12:53:27PM FILED/CERT

Shelby County, AL 09/09/2005  
State of Alabama  
Deed Tax: \$56.50