

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: _____

RECORD AND RETURN TO
CENTRAL RECORDS
11000 JEFFERSON
HOUSTON, TX 77035
#424526-R

Cross Reference to:
Instrument 1998-12493
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT (“**Memorandum**”) is entered into on this 30th day of May,
2008, by and between **ALABAMA POWER COMPANY**, an Alabama corporation (“**Lessor**”)
and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as
Pinnacle Towers Inc., a Delaware corporation, prior to a State of Delaware conversion on April
7, 2004 (“**Lessee**”).

WITNESSETH:

WHEREAS, Lessor entered into a Lease Agreement dated March 4, 1998 (the “**Lease**”),
with Lessee, a short form memorandum of which was recorded on April 8, 1998 a

s Instrument 1998-12493 in the Office of the Judge of Probate of Shelby County,
Alabama, (the “**MOL**”), covering certain real property, together with an easement for ingress,
egress and utilities, described in **Exhibit “A”** attached hereto (the “**Premises**”);

WHEREAS, the Lease has an original term (including all extension terms) that will
terminate on March 3, 2028 (the “**Original Term**”) and the parties desire to amend the Lease to
extend the Original Term and as otherwise set forth below; and

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

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

**MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

Lessor: Alabama Power Company, an Alabama corporation, with a mailing address of P.O. Box 2641, Birmingham, AL 35203.

Lessee: Pinnacle Towers 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.

Premises: The real property leased by Lessor to Lessee, 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 twenty (20) years, beginning on March 4, 1998.

Expiration Date: If not otherwise extended or renewed, the Lease shall expire on March 3, 2018.

Right to Extend or Renew: Lessee has the right to extend/renew the Lease as follows: eight (8) options to extend the Lease for a period of five (5) years each on the terms and conditions set forth in the Lease, as amended. If Lessee exercises all extensions/renewals, the final expiration of the Lease will occur on March 3, 2058.

Option to Purchase: No.

Right of First Refusal: No.

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. This Agreement and Memorandum of First Amendment to Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease 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 Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease 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 Lease Agreement on the day and year first written above.

LESSOR:

ALABAMA POWER COMPANY,
an Alabama corporation
By: [Signature]
Name: Robert E. Southerland
Its: TEAM LEADER - SALES AND LEASING

STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert E. Southerland, whose name as Team Leader - Sales and Leasing of **ALABAMA POWER COMPANY**, an Alabama 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 foregoing instrument, he/she 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 and official seal this 28th day of May, 2008.

[Signature: Rebecca Stallings]
Notary Public
REBECCA STALLINGS
My Commission Expires: Sept 24, 2011

[SEAL]

20081201000453560 6/8 \$32.00
Shelby Cnty Judge of Probate, AL
12/01/2008 02:51:40PM FILED/CERT

LESSEE:

PINNACLE TOWERS LLC,
a Delaware limited liability company

By: Global Signal Services LLC, its
Manager

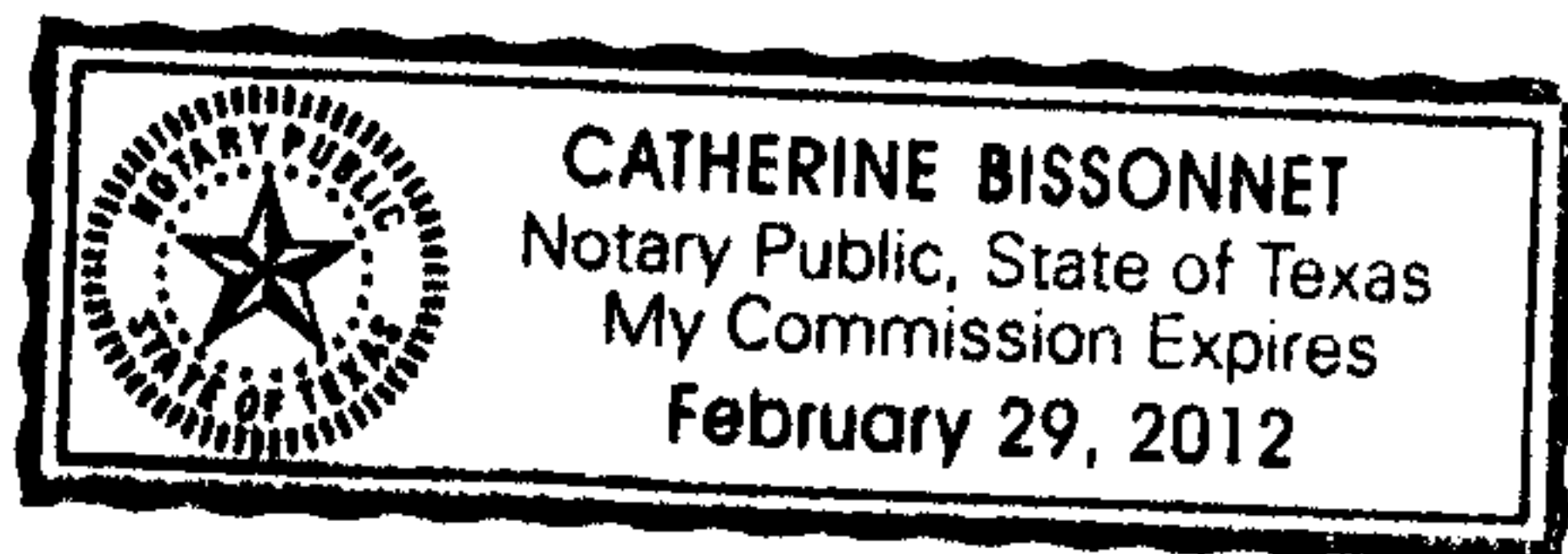
By: [Signature]
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

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 **PINNACLE TOWERS 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 30th day of May, 2008.



[Signature]
Notary Public

CATHERINE BISSONNET
My Commission Expires: 2/29/2012

[SEAL]

EXHIBIT "A"



20081201000453560 7/8 \$32.00
Shelby Cnty Judge of Probate, AL
12/01/2008 02:51:40PM FILED/CERT

LEASE SITE

A tract of land being a portion of land as shown on the Alabama Power Company General Service Complex plat as recorded in Map Book 8, at page 70 in the Probate Office of Shelby County, Alabama and being situated in the Southeast quarter of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at the Southeast corner of Section 29, Township 21 South, Range 2 West, Shelby County, Alabama; thence N 88°10'58" W for 500.00 feet; thence N 00°09'41" W for 172.66 feet; thence S 89°50'19" W for 545.18 feet to the Point of Beginning; thence N 18°00'48" W for 75.00 feet; thence N 71°59'12" E for 35.00 feet; thence S 18°00'48" E for 75.00 feet; thence S 71°59'12" W for 35.00 feet to the Point of Beginning.

Said Parcel contains 2625 sq. ft. or 0.06 acres more or less.

TOGETHER WITH solely for and during the Term of the Lease (subject in all respects to the terms and conditions of the Lease), the "Guy Easement" (as that term is hereinafter defined), if the tower located on the Tract is a guyed tower, and the "Access Easement" (as that term is hereinafter defined). The Access Easement and Guy Easement shall terminate and end upon the expiration or termination of the Term of the Lease. "Access Easement" shall mean with respect to the Premises a non-exclusive easement between the Tract which constitutes a portion of the Premises and a public right of way for uninterrupted (subject to the terms and conditions of the Lease) pedestrian and vehicular access, ingress and egress in favor of the Premises at such locations as are from time to time designated by Landlord (by written notice to Tenant) upon, through, over and across the driveways, parking areas and accessways located from time to time on the property and easements of Landlord, its successors and assigns (collectively, the "Landlord Property") adjoining the Tract which constitutes a portion of the Premises; provided, however that the Access Easement shall at all times (regardless of the existence of driveways, parking areas or accessways, and regardless of the failure of Landlord to designate the location thereof by written notice to Tenant) provide access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract. "Guy Easement" shall mean with respect to the Premises a non-exclusive easement in favor of the Premises upon, through, over and across those areas, if any, designated "Guy Easement Areas" and cross-hatched on the reduced copy of the plat of the Tract which constitutes a portion of the Premises, if any, attached hereto as Exhibit "A-1" and by reference made a part hereof, for the operation, repair, maintenance, reinstallation, upgrading, and replacement of the existing guy wires and anchors, if any, located within the Guy Easement Areas as of the date of the Lease (together with the installation, operation, repair, maintenance, reinstallation, upgrading, and replacement of the additional guy wires and anchors appurtenant to any additional tower, if any, at the Premises approved by Landlord pursuant to Subsection 1.A. of the Lease), together with the right of access, ingress and egress over and across the Guy Easement Areas in connection with such operation, repair, maintenance, reinstallation, upgrading, and replacement (and, if applicable, installation). Landlord expressly reserves the rights to place roads, parking areas and other improvements (including without limitation buildings) upon the property affected by the Access Easement [provided only that the Access Easement shall at all times provide unobstructed (subject to the terms and conditions of Subsection 1.D of the Lease) access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract], and to make any use of the Landlord Property [provided only that the Access Easement shall at all times provide unobstructed (subject to the terms and conditions of Subsection 1.D of the Lease) access over a strip of the Landlord Property a minimum of 20 feet in width from a public right of way to the Tract]. Landlord expressly reserves the rights to operate, repair, maintain, reinstall, upgrade, and replace Landlord's guy wires, anchors, towers and other equipment located in whole or in part in the Guy Easement Areas, including without limitation the right of pedestrian and vehicular access (including but not limited to cranes) to such guy wires, anchors, towers and other equipment, and to make any use of the Guy Easement Areas not inconsistent with the Guy Easement.

RECORD AND RETURN TO
CENTRAL PROPERTY SEARCH
9 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403
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