

STATE OF GEORGIA)

COUNTY OF WALTON)

FIRST AMENDMENT TO SITE LEASE WITH OPTION

THIS FIRST AMENDMENT TO SITE LEASE WITH OPTION (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **WALTON INDUSTRIAL BUILDING AUTHORITY**, a public body corporate and politic of the State of Georgia, successor in interest to Walton County, Georgia, having a mailing address of 303 S Hammond Drive, Ste. 330, Board of Commissioners, Monroe, GA 30655-2904 (the “**Landlord**”), and **T-MOBILE USA TOWER LLC**, a Delaware limited liability company, successor in interest to Powertel/Atlanta, Inc., having a mailing address of 12920 SE 38th Street, Bellevue, WA 98006, Attn: Lease Compliance (“**Tenant**”).

W I T N E S S E T H:

WHEREAS, Walton County, Georgia and Powertel/Atlanta, Inc. entered into that Site Lease with Option dated September 2, 2003 (the “**Lease**”), covering certain real property together with an easement for ingress and egress thereto described in Exhibit “A” attached hereto (the “**Premises**”); and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on November 20, 2033 (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 contained herein, 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) Assignment and Subleasing. Notwithstanding any contrary provision of Section 15 of the Lease to the contrary, Landlord hereby waives the requirements of Section 15 of the Lease and consents to the sublease or license of space within the Premises by Tenant to DISH Wireless, its successors and assigns (“**DISH**”).

(b) Additional Rent. As additional consideration for the consent set forth in Section 1(a), effective on the first day of the first full month following commencement of construction by DISH, the annual rent shall increase by Sixteen Thousand Eight Hundred and No/100 Dollars (\$16,800.00), payable in equal monthly installments of One Thousand Four Hundred and No/100 Dollars (\$1,400.00) each (the “**DISH Rent**”); provided, however that such increase is prospective only and in no event shall Tenant be liable for any back rent as a result of such increase. The DISH Rent shall increase at the same time and in the same manner as rent pursuant to the Lease. Tenant shall have the right to terminate its interest and right to sublease or license a part of the Premises to DISH at any time during the term of the Lease without terminating the Lease or any of the rights

of Tenant to the use of the Premises. Upon such election to terminate, Tenant's rights to use sublease or license a part of the Premises to DISH and its obligation to continue the payment of the DISH Rent, shall terminate, but the remainder of the Agreement shall remain in full force and effect.

(c) **Rent.** All rent shall continue to be paid to Walton County, Georgia until such time and Landlord directs Tenant otherwise in writing.

(d) **Notice.** Section 12 of the Lease is hereby amended to reflect the following notice address for Lessee:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
RE: Site # 9AT1264B; White

With a copy to:

CCTMO LLC
General Counsel
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 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. Landlord and Tenant ratify, confirm and adopt the Lease as of the date hereof 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. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the Lease. In case of any inconsistency between the Lease and this Amendment, the terms and conditions of 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) **IRS Form W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant. In the event the Premises is transferred, the succeeding Landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9,

or its equivalent, and other related paper work to effect a transfer in rent to the new Landlord. Landlord's failure to provide the IRS Form W-9 within thirty (30) days after Tenant's request shall be considered a default and Tenant may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) Survey. Tenant reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Premises and any access and utility easements associated therewith. Tenant shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) Representations and Warranties. Landlord represents and warrants that:

(i) Landlord is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Landlord's obligations under the Lease as amended hereby.

(ii) Lessee is not currently in default under the Lease, and to Landlord's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Lease.

(iii) Landlord agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the Lease as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Lease as amended hereby.

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

(g) Litigation Costs. In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) Recording. At any time following the execution of this Amendment by all parties hereto, Tenant, at its cost and expense, shall have the right, at any time during the term of the Amendment, as may be amended from time to time, and for no additional consideration payable to Landlord, to record in the appropriate recording office for land records: (i) a memorandum of this Amendment ("Memorandum") and Landlord covenants and agrees to execute said Memorandum within thirty (30) days following Tenant's written request therefor; and (ii) a notice or affidavit of amendment to lease (each, a "Notice of Amendment to Lease") executed solely by Tenant. Each of the Memorandum and the Notice of Amendment to Lease are intended to provide record notice of the terms of this Amendment.

(i) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(j) **Electronic Signatures.** Each party agrees that any electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, “electronic signature” means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

(Signatures appear on the following page)

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

Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

LANDLORD:

**WALTON INDUSTRIAL BUILDING
AUTHORITY,**
a public body corporate and politic of the
State of Georgia

By: _____
Name: _____
Its: _____
Date: _____

Signed, Sealed and
Delivered in the Presence of:

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

TENANT:

T-MOBILE USA TOWER LLC,
a Delaware limited liability company

By: CCTMO LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: _____(SEAL)
Name: _____
Its: _____
Date: _____

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" REBAR FOUND AT THE NORTH CORNER OF THE PARENT PARCEL; THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD S29°46'02"W FOR A DISTANCE OF 409.13 FEET; THENCE S60°13'58"E FOR A DISTANCE OF 10.86 FEET TO THE POINT OF BEGINNING;

THENCE, N46°14'46"E FOR A DISTANCE OF 60.00 FEET;
THENCE, S43°45'14"E FOR A DISTANCE OF 60.00 FEET;
THENCE, S46°14'46"W FOR A DISTANCE OF 60.00 FEET;
THENCE N43°45'14"W FOR A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 3,600 SQUARE FEET OR 0.083 ACRES, MORE OR LESS.

**Together with:
ACCESS & UTILITY EASEMENT:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 241 OF THE 4TH DISTRICT, BUNCOMBE G.M.D. 417, WALTON COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN 1/2" REBAR FOUND AT THE NORTH CORNER OF THE PARENT PARCEL; THENCE PROCEED ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD S29°46'02"W FOR A DISTANCE OF 291.44 FEET TO THE POINT OF BEGINNING;

THENCE, S39°51'01"E FOR A DISTANCE OF 86.48 FEET;
THENCE, S46°14'46"W FOR A DISTANCE OF 43.89 FEET;
THENCE, N43°45'14"W FOR A DISTANCE OF 20.00 FEET;
THENCE, N46°14'46"E FOR A DISTANCE OF 25.21 FEET;
THENCE, N39°51'01"W FOR A DISTANCE OF 60.37 FEET TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF GUTHRIE ROAD;
THENCE N29°46'02"E ALONG THE SAID RIGHT-OF-WAY LINE FOR A DISTANCE OF 21.34 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2,160 SQUARE FEET OR 0.050 ACRES, MORE OR LESS.

As shown on the following pages:

PROPERTY INFORMATION

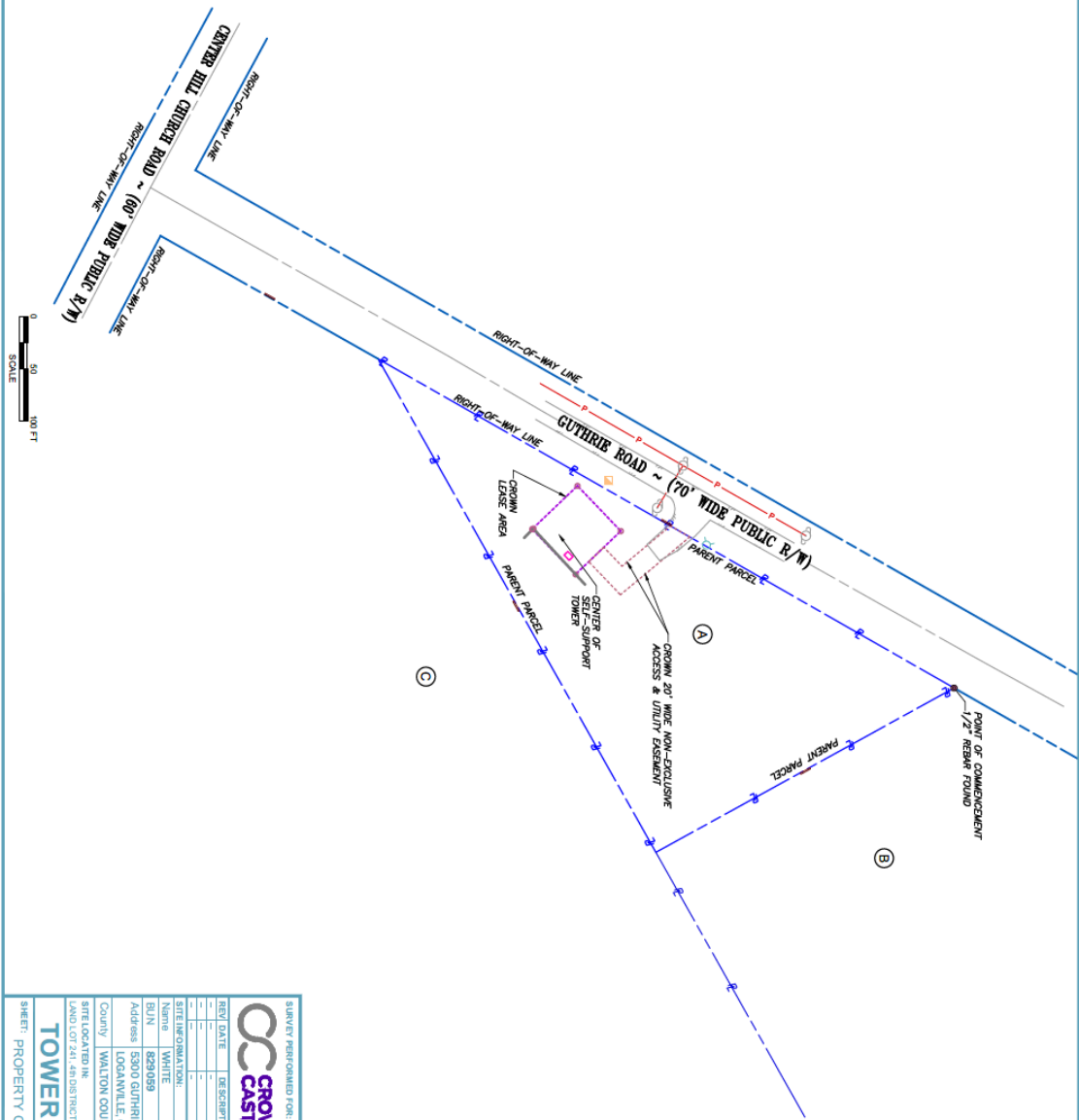
PARENT PARCEL

WALTON INDUSTRIAL BUILDING AUTHORITY
 DEED BOOK 226, PAGE 361
 PLAT BOOK 43, PAGE 60
 ADDRESS:
 5300 GUTHRIE ROAD
 LOOKAWALE, GA 30052

ADJACENT PARCELS

(A) HANBERTO A. GUZMAN &
 JOYCE A. GUZMAN
 DEFEASIBLE LIFE ESTATE
 APN: 0280922
 (B) JOYCE A. GUZMAN
 DEFEASIBLE LIFE ESTATE
 APN: 0280922
 (C) JOYCE A. GUZMAN
 DEFEASIBLE LIFE ESTATE
 APN: 0280922

AREA SUMMARY			
AREA	SQ. FT.	ACRES	
PARENT PARCEL	88,445	2.035	
CROWN LEASE AREA	3,600	0.083	
CROWN 20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT	2,180	0.050	



SURVEY PERFORMED FOR:

CROWN CASTLE 1410 Greenway Drive
 Cantonment, FL 33117

REV. DATE	DESCRIPTION	BY
-	-	DRWIN

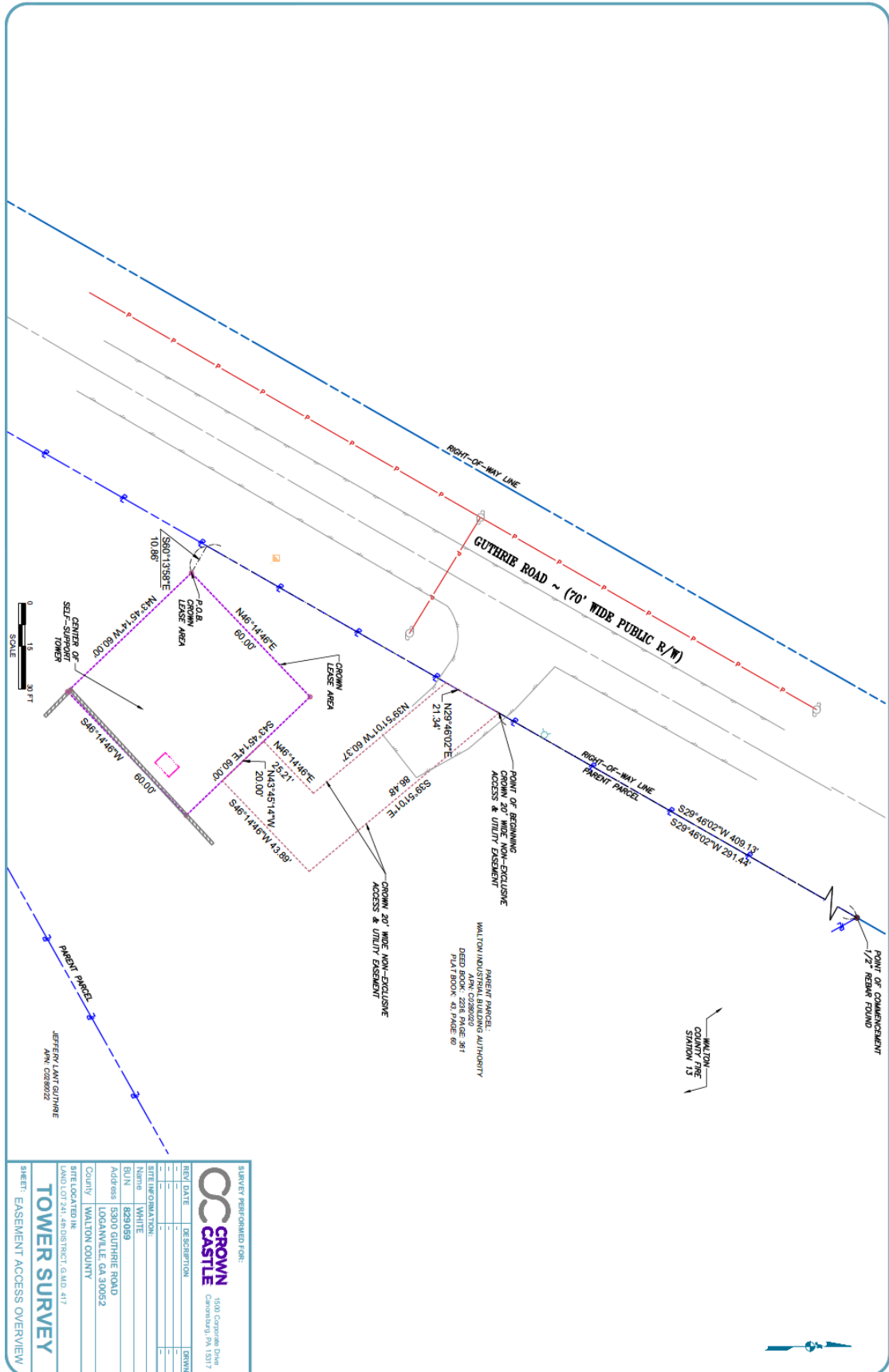
SITE INFORMATION:

NAME: WHITE
 BUIN: 829059
 Address: 5300 GUTHRIE ROAD
 Lookawale, GA 30052
 County: WALTON COUNTY

SITE LOCATED IN:
 LAND LOT 243, 4th DISTRICT, G.M.D. 417

TOWER SURVEY

SHEET: PROPERTY OVERVIEW



STUDY PERFORMED FOR:

CROWN CASTLE 1400 Corporate Drive
Crown Castle, TX 75817

REV	DATE	DESCRIPTION	BY
1			GRW

SITE INFORMATION:

Name: WHITE
 BUN: 829059
 Address: 5300 GUTHRIE ROAD
 LOGANVILLE, GA 30052
 County: WALTON COUNTY

SITE LOCATION: LAND LOT 241, 4th DISTRICT, G.M.D. 417

TOWER SURVEY

SHEET: EASEMENT ACCESS OVERVIEW

