

Market: Gulf Coast (AL)
Cell Site Number: _____
Cell Site Name: Foley
Fixed Asset Number: 10079413

THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS THIRD AMENDMENT TO TOWER SITE LEASE AGREEMENT (“**Third Amendment**”), dated as of the latter of the signature dates below, is by and between The City of Foley, an Alabama municipal corporation, having a mailing address of P.O. Box 1750, Foley, Alabama 36536 (“**Owner**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324, successor by merger to Tritel Communications, LLC (“**Tenant**”).

WHEREAS, Owner and Tenant entered into a certain Tower Site Lease Agreement dated June 5, 2000, as amended by that certain First Amendment to Tower Site Lease Agreement dated October 19, 2011, and further amended by that certain Second Amendment to Tower Site Lease Agreement dated June 11, 2012 (collectively, the “**Agreement**”) whereby Owner leased to Tenant certain Premises, therein described, that are a portion of the Property located at 200 East Section Avenue, Foley, AL 36535; and

WHEREAS, Owner and Tenant desire to amend the Agreement to allow for the replacement of three (3) additional antennas for new ones and the installation of three (3) RRUs and associated equipment (collectively, the “**Additional LTE Equipment**”); and

WHEREAS, Owner and Tenant desire to adjust the rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Owner and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Owner and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. **Additional LTE Equipment.** Owner consents to the modification of Tenant’s existing Communications Equipment and installation and operation of the Additional LTE Equipment, for a final Communications Equipment configuration as more completely described on attached Exhibit B-2. Owner’s execution of this Third Amendment will signify Owner’s approval of Exhibit B-2. Exhibit B-2 hereby replaces Exhibit B-1 to the Agreement.

2. **Rent.** Commencing on the first day of the month following the date that Tenant commences installation of the Additional LTE Equipment (the “**Rent Commencement Date**”), Rent shall be increased by One Hundred Fifty and no/100 Dollars (\$150.00) per month, subject to adjustments as provided in the Agreement.

3. **Notices.** Section 6 of the Agreement is hereby amended to reflect Tenant’s current notice address as follows:

If to Tenant: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Re: Cell Site #: _____; Cell Site Name: AWE-Foley (AL)
Fixed Asset No: 10079413
575 Morosgo Dr.
Atlanta, GA 30324

With the required copy of legal notice sent to Tenant at the address above, a copy to the Legal Department:

New Cingular Wireless PCS, LLC
Attn: Legal Department,
Re: Cell Site #: _____; Cell Site Name: AWE-Foley (AL)
Fixed Asset No: 10079413
208 S. Akard Street
Dallas, Texas 75202-4206

4. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Third Amendment, the terms of this Third Amendment shall control. Except as expressly set forth in this Third Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Third Amendment.

5. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Third Amendment on the dates set forth below.

“OWNER”

The City of Foley,
an Alabama municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

“TENANT”

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

OWNER ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF _____

I CERTIFY that on _____, 2015, _____ personally came before me and acknowledged under oath that he or she:

(a) is the _____ of The City of Foley, who is named in the attached instrument,

(b) was authorized to execute this instrument on behalf of the municipal corporation; and

(c) executed the instrument as the act of the municipal corporation.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

TENANT ACKNOWLEDGEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

On the ____ day of _____, 2015 before me personally appeared _____, and _____ acknowledged under oath that she is the _____ of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

Signature of Notary
Printed Name: _____
Notary Public No.: _____
My Commission Expires: _____

EXHIBIT B-2

Tenant's Communications Equipment

Final configuration:

- Six (6) Kathrein 800 10122 antennas (75.4" x 10.3" x 5.9" / 61.7lbs)
- Twelve (12) Powerwave LGP 21402 TMAs (9.2" x 14.4" x 2.6" / 14.1lbs)
- Twelve (12) Kathrein 860 10025 RETs (7" x 2.4" x 2" / 1.16lbs)
- Three (3) SBNHH-1D65C antennas
- Six (6) Ericsson RRUS Radios
- One (1) Raycap DC6-48-60-18-8F surge suppressor (32.8 lbs)
- Two (2) 3/8" Fiber Bundles
- Two (2) 3/4" DC Power Cables
- Twelve (12) 1 5/8" Coaxial Cables
- One (1) 5/16" RET download

* No change to existing ground space

Notes:

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.