

**AMENDMENT NUMBER ONE (1) LEASE AGREEMENT
(ANTENNA SPACE)**

This Amendment Number One (1) Lease Agreement (Antenna Space) (the "First Amendment") is made and entered into by and between **SOUTHERN COMMUNICATIONS SERVICES, INC., D/B/A SOUTHERN LINC F/D/B/A SOUTHERNLINC WIRELESS, a Delaware corporation** ("Lessee"), and **CITY OF FOLEY, ALABAMA**, a municipality, ("Lessor") and is effective on the date it is executed by the later of Lessee and Lessor (hereinafter referred to as "Effective Date"). Lessor and Lessee are sometimes referred to individually as "Party" and collectively as the "Parties".

RECITALS:

WHEREAS, Lessee and Lessor entered into that certain Lease Agreement (Antenna Space) dated August 20, 2009 (referred to herein as the "Lease");

WHEREAS, the Parties now desire to amend said Lease to add Lessee's LTE equipment to Lessee's Facilities;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound, hereby covenant and agree as follows:

1. Capitalized Terms. All capitalized words and phrases used herein, unless otherwise defined herein, shall have the same meanings ascribed to them in the Lease.

2. Reserved Space. Lessee shall have future rights ("Reserved Space") to attach the LTE equipment described in Exhibit "B" and Exhibit "C" of this First Amendment.

3. Exhibit B-Premises. Exhibit "B" of the Lease is amended to add Lessee's LTE equipment to Lessee's Premises. Lessee's LTE equipment is shown on Exhibit "B" of this First Amendment.

4. Exhibit C-Lessee's Facilities. Exhibit "C" of the Lease is amended to add Lessee's LTE equipment to Lessee's Facilities. Lessee's LTE equipment is shown on Exhibit "C" of this First Amendment.

5. Rent. From the Effective Date of this First Amendment, the Parties agree that annual rental payments can be made in equal monthly instalments, and any partial month shall be prorated.

6. Rent Increase for LTE Equipment. Upon the earlier of the first (1st) day of the month following the date of installation of Lessee's LTE equipment, as described in Exhibit "B" and Exhibit "C" of this First Amendment, or January 1, 2018, Lessee's then current monthly rent

shall be increased by an additional One Thousand Five Hundred and No/100 Dollars (\$1,500.00) per month. Rental for any partial month shall be prorated.

7. Rent Decrease for Removal of iDEN Antennas. Upon the first (1st) day of the month following date of removal of Lessee's iDEN antennas as described in Exhibit "B" and Exhibit "C" of the Lease, Lessee's then current monthly rent shall be reduced by One Thousand One Hundred and No/100 Dollars (\$1,100.00) per month. Rental for any partial month shall be prorated.

8. Extensions. Section 3 (a) of the Lease is amended to add two (2) additional five (5) year Extension Terms.

All references in Section 3 (c) of the Lease to fourth (4th) Extension Term are deleted and replaced with sixth (6th) Extension Term.

9. Notices. Section 26 of the Lease is deleted in its entirety and replaced with the following:

26. Notices. All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this Lease shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand (against receipt), (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

Lessor: City of Foley:
Mail to: PO Box 1750
Foley, AL 36535
Attention: City Clerk's Office

Ship to: 203 West Myrtle Ave.
Foley, AL 36535
Attention: City Clerk's Office

Lessee: Southern Communications Services, Inc.
5555 Glenridge Connector, Suite 500
Atlanta, Georgia 30342
Attention: Lease Administrator

Lessee shall give Lessor prompt written notice when it adds its LTE equipment described in Exhibit B and Exhibit C of this First Amendment, as well as when it removes its iDEN

antennas described in Exhibit B and Exhibit C of the Lease. Said notice will provide the effective date for any rent increase or rent reduction as provided herein. Notices shall be given in the manner described in this First Amendment.

10. Agreement in Effect. Except as expressly modified by this First Amendment, all other terms and conditions of the Lease and the First Amendment shall remain in full force and effect.

11. Counterparts. Each Party is permitted to execute this First Amendment in multiple counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Each Party is permitted to deliver this First Amendment to the other Party by means of delivery of one or more counterpart signature pages via facsimile or other electronic means as an attachment in portable document format (".pdf") or other similar format. Any photographic copy, photocopy or similar reproduction of this First Amendment, any electronic file of this First Amendment in .pdf format or other similar format, or any copy of this First Amendment delivered by facsimile, in each case with all signatures reproduced on one or more sets of signatures pages, will be considered as if it were manually executed.

[Signatures Begin on Next Page]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

LESSOR:

CITY OF FOLEY, ALABAMA

Witness

Witness

By: _____

Name: John E. Konair

Title: Mayor

Date: _____

LESSEE:

**SOUTHERN COMMUNICATIONS
SERVICES, INC., d/b/a Southern Linc, a
Delaware corporation**

Witness

Witness

By: _____

Name: Carmine Reppucci

Title: CFO, Vice President and Treasurer

Date: _____

Exhibit “B”

Premises

(See Attached LTE RFDS and LTE Microwave Spec Sheet)

Exhibit “C”

Lessee’s Facilities

(See Attached LTE RFDS and LTE Microwave Spec Sheet)