

Prepared by:
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Cross Reference: Book 1963, Page 2984

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C. NORMAN HOLLEMAN
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MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE LEASE AGREEMENT (this "Amended Memorandum") is made effective this 18 day of August, 2009, by and between **Falcon Pointe Limited Partnership**, a Virginia limited partnership ("Landlord"), with a mailing address of 1901 Falcon Pointe Drive, Winston-Salem, NC 27127, and **Global Signal Acquisitions LLC, a Delaware limited liability company** ("Tenant"), with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317.

WHEREAS, Landlord and AT&T Wireless PCS, Inc. ("Original Tenant") entered into a Site Lease Agreement dated April 30, 1996, and commencing September 10, 1997 (as assigned, the "Lease"), whereby Landlord leased to Original Tenant a portion of land being described as an approximately 50 feet by 50 feet (approximately 2,500 square feet) portion of that property (said leased portion being the "Premises") located at 1815 Falcon Tree Court in Winston-Salem, Forsyth County, State of North Carolina, and being further described as the two tracts of land located at the intersection of Penny Lane and Falcon Point Drive, one tract containing 4.7624 acres, and one tract containing 13.7113 acres, as shown on the "Map for Falcon Point Phase One" recorded in Plat Book 31, Page 39 in the Forsyth County Register of Deeds, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the Lease; and

WHEREAS, notice of the Lease is provided by, and the Premises is described in that certain Memorandum of Lease and Easement Agreement dated April 30, 1996 ("Memorandum"), and recorded on September 9, 1997, in Book 1963, Page 2984 in the Forsyth County Register of Deeds; and

WHEREAS, Tenant is the successor-by-assignment in the Lease to the AT&T Wireless PCS, Inc.; and

WHEREAS, the Lease has an original term, including all Renewal Terms (as defined in the Lease), that will expire on September 9, 2022 ("Original Term"), and Landlord and Tenant now desire to amend the terms of the Lease to provide for additional Renewal Terms beyond the Original Term and to make other changes; and

WHEREAS, Landlord and Tenant made and entered into a First Amendment to Land Lease Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the Lease, and provide this Amended Memorandum as notice thereof, as follows:

1. Landlord does hereby lease unto Tenant, its successors and assigns, the Premises for seventy-five (75) additional five (5) year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the Lease may last for a term of one hundred (100) years, expiring on September 9, 2097, unless sooner terminated as provided in the Lease.

2. The description of the Premises is as provided in that Memorandum of Lease and Easement Agreement recorded in Book 1963, Page 2984 in the Forsyth County Register of Deeds.

3. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the Lease and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the Lease remain in full force and effect. This Amended Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LANDLORD:**Falcon Pointe Limited Partnership,**

a Virginia limited partnership

By: F+L MANAGEMENT CORP, GENERAL PARTNER

By: Charles C. Nimmo (SEAL)Print Name: CHARLES C. NimmoTitle: PRESIDENTSTATE OF VirginiaCOUNTY OF Roanoke

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Falcon Pointe Limited Partnership, a Virginia limited partnership, by Charles C. Nimmo, its President.

Date: Aug 7, 2009By: Julie MartinPrint Name: Julie Martin

Notary Public

My Commission Expires: 4/30/2010

[SEAL OR STAMP]



IN WITNESS WHEREOF, Landlord and Tenant have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

TENANT:

Global Signal Acquisitions LLC,
a Delaware limited liability company

By: [Signature] (SEAL)

Name: Barbara Howard

Title: RET Manager

STATE OF TEXAS

COUNTY OF HARRIS

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Global Signal Acquisitions LLC, a Delaware limited liability company, by Barbara Howard, its RET Manager.

Date: 8/18/09

By: [Signature]
Print Name: KARINA ANGULO

Notary Public

My Commission Expires: 9.19.2012

[SEAL OR STAMP]

