

5

Site Name: BIR Flint Ridge  
Site No. \_\_\_\_\_

After recording return to:  
Cingular Wireless LLC  
Attn: Network Real Estate Admin.  
6100 Atlantic Blvd.  
Norcross, GA 30074

2 0 0 2 6 0 / 3 0 1 1

STATE OF Alabama  
COUNTY OF Jefferson

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is entered into on this 29 day of January, 2002, by and between United States Steel Corporation, a Delaware corporation, successor (by conversion) to United States Steel LLC, (the "Lessor") with an office at 600 Grant Street, Room 2656, Pittsburgh, PA 15219, and BellSouth Mobility LLC, a Georgia limited liability company, (the "Lessee") with an office at 6100 Atlantic Blvd., Norcross, GA 30074.

1. Lessor and Lessee entered into a Building and Roof Lease Agreement effective on the 1<sup>st</sup> day of October, 2001, (the "Lease") for the purpose of installing, operating and maintaining a wireless communications facility and other improvements. All of the foregoing is set forth in the Lease. In the event of conflict between the terms and conditions set forth in this Memorandum and the terms and condition set forth in the Lease, the Lease shall control.

2. The term of the Lease is for Five (5) years commencing on October 1st, 2001 and ending on October 1st, 2006, with Four (4) successive Five (5) year options to renew. If all options to renew are exercised, the term of this Lease will expire Twenty-Five (25) years after the Commencement date (as defined in the Lease).

3. The Land, which is the subject of the Lease, is described in Exhibit "A" annexed hereto. The portion of the Land being leased to Lessee (the "Property") is described in Exhibit "B" annexed hereto.

**REMAINDER OF PAGE LEFT BLANK INTENTIONALLY**

*RIP FL...*

Site Name: BIR FLINTRIDGE  
Site No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LESSOR:

UNITED STATES STEEL CORPORATION



By: Thomas G Howard  
Title: General Manager - Southeast  
USS Real Estate  
a division of United States Steel Corporation

Date: 1/18/2002

STATE OF Alabama  
COUNTY OF Jefferson

I, Mary Ann H McCraw, a Notary Public in and for said County, in said State, hereby certify that Thomas G Howard, whose name as General Manager - Southeast of USS Real Estate, a division of United States Steel Corporation, a Delaware 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 said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.

Mary Ann H McCraw  
NOTARY PUBLIC

Print Name: Mary Ann H McCraw

My Commission Expires: 3/14/2002

(NOTARY SEAL)

Site Name: Bire Funtzridge  
Site No. \_\_\_\_\_

LESSEE:

BELLSOUTH MOBILITY LLC  
d/b/a Cingular Wireless

By: Wendy Bonner

Title: Director - R.E./Const., Gulf States

Date: 1/29/02

STATE OF FL

COUNTY OF PALM BEACH


I, J. K. FIEGE, a Notary Public in and for said County, in said State, hereby certify that WENDY A. BONNER, whose name as DIRECTOR of BellSouth Mobility LLC, a 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 said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

J K Fiege  
NOTARY PUBLIC

Print Name: JK FIEGE

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

 J K Fiege  
My Commission CC759696  
Expires July 16, 2002

Site Name: Bir Flintridge  
Site No. \_\_\_\_\_

"EXHIBIT A"  
LEGAL DESCRIPTION OF THE PROPERTY

Begin at the northeast corner of the East half of Northeast Quarter of Section 14; thence in a southerly direction along the east boundary of said half-quarter section 474.2 feet to a point of beginning of boundary of tract hereby conveyed; thence continuing in a southerly direction along the east boundary of said East half of Northeast Quarter 1395.82 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a westerly direction 648.87 feet to a point designated as A; thence turning an angle of 79 degrees and 20 minutes to the right in a northwesterly direction along a straight line 555.7 feet to a point of beginning of the arc of a curve turning to the right and having a radius of 445.84 feet; said straight-line being tangent to said arc, said arc being subtended by a central angle of 45 degrees and 23 minutes and 45 seconds; thence in a northwesterly direction, thence in a northerly direction and thence in a northeasterly direction along said arc 353.24 feet to the point of beginning of a straight line tangent to said arc; thence in a northeasterly direction along said straight line 660.34 feet to a point designated as B; thence turning an angle of 55 degrees and 16 minutes and 15 seconds to the right in an easterly direction and along a line forming an angle of 90 degrees and 00 minutes with the east boundary of said East half of Northeast Quarter 298.25 feet to point of beginning.

Site Name: BIR FLINTRIDGE  
Site No. \_\_\_\_\_

**"EXHIBIT B"**  
**PROPOSED 12' X 20' CINGULAR LEASE AREA**

Commence at the Northwest corner of the Penthouse on the top of the Flint Ridge building; thence run S 55° 29' 15" E a distance of 25.84 feet to the Northeast corner of said Penthouse; thence run S 55° 48' 39" E a distance of 11.76 feet to the Point of Beginning; thence run S 55° 28' 26" E a distance of 12.00 feet to a point; thence run S 34° 31' 34" W a distance of 20.00 feet to a point; thence run N 55° 28' 26" W a distance of 12.00 feet to a point; thence run N 34° 31' 34" E a distance of 20.00 feet to the Point of Beginning. Said described area containing 240 square feet, more or less, and lying in the Northeast Quarter of Section 14, Township 18 South, Range 4 West, Jefferson County, Alabama.

State of Alabama - Jefferson County

I certify this instrument filed on:

2002 JAN 30 P.M. 15:39

Recorded and \$ \_\_\_\_\_ Mtg. Tax

and \$ 12.00 Deed Tax and Fee Amt.

\$ 16.50 Total \$ 28.50

MICHAEL F. BOLIN, Judge of Probate



200260/3011 BESS

Site Name: \_\_\_\_\_

Site No. \_\_\_\_\_

After recording return to:  
Cingular Wireless LLC  
Attn: Real Estate Department  
Suite 8G06  
1100 Peachtree Street, NE  
Atlanta, GA 30309

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

**MEMORANDUM OF AGREEMENT**

14th THIS MEMORANDUM OF AGREEMENT (the "Memorandum") is entered into on this day of January, 2002, by and between United States Steel LLC (the "Lessor") with an office at 600 Grant Street, Room 2656, Pittsburgh, PA 15219 and BellSouth Mobility LLC (the "Lessee") with an office at 1100 Peachtree Street, NE, Suite 8G06, Atlanta, GA 30309.

1. Lessor and Lessee entered into a Building and Roof Lease Agreement <sup>effective</sup> on the 1st day of October, 2001, (the "Lease") for the purpose of installing, operating and maintaining a wireless communications facility and other improvements. All of the foregoing is set forth in the Lease. In the event of conflict between the terms and conditions set forth in this Memorandum and the terms and condition set forth in the Lease, the Lease shall control.

2. The term of the Lease is for Five (5) years commencing on October 1st, 2001 and ending on October 1<sup>st</sup>, 2006, with Four (4) successive Five (5) year options to renew. If all options to renew are exercised, the term of this Lease will expire Twenty-Five (25) years after the Commencement date (as defined in the Lease).

3. The Land, which is the subject of the Lease, is described in Exhibit "A" annexed hereto. The portion of the Land being leased to Lessee (the "Property") is described in Exhibit "B" annexed hereto.

---

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Site Name: \_\_\_\_\_  
Site No. \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

LESSOR:

UNITES STATES STEEL LLC

By: Thomas G. Howard

Title: General Manager - Southeast  
USX Realty Development  
A Division of Unites States Steel LLC

Date: 1/14/02



STATE OF Alabama

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 14th day of January, 2002 by Thomas G. Howard, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Mary Ann H. McCraw  
NOTARY PUBLIC

Print Name: Mary Ann H. McCraw

My Commission Expires: 3/14/2002

(NOTARY SEAL)

Site Name: \_\_\_\_\_

Site No. \_\_\_\_\_

**LESSEE:**

**BELLSOUTH MOBILITY LLC, a Georgia LLC  
d/b/a Cingular Wireless**

By: Marlene McClellan

**MARLENE MCCLELLAN**

Title: **REAL ESTATE MANAGER**

Date: November 5, 2001

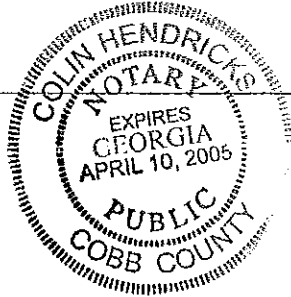
STATE OF Georgia

COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 5 day of  
November 2001 by Marlene McClellan who is personally known to me  
or who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC

Print Name: Colin Hendrick



My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)



**"EXHIBIT A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Begin at the northeast corner of the East half of Northeast Quarter of Section 14; thence in a southerly direction along the east boundary of said half-quarter section 474.2 feet to a point of beginning of boundary of tract hereby conveyed; thence continuing in a southerly direction along the east boundary of said East half of Northeast Quarter 1395.82 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a westerly direction 648.87 feet to a point designated as A; thence turning an angle of 79 degrees and 20 minutes to the right in a northwesterly direction along a straight line 555.7 feet to a point of beginning of the arc of a curve turning to the right and having a radius of 445.84 feet; said straight-line being tangent to said arc, said arc being subtended by a central angle of 45 degrees and 23 minutes and 45 seconds; thence in a northwesterly direction, thence in a northerly direction and thence in a northeasterly direction along said arc 353.24 feet to the point of beginning of a straight line tangent to said arc; thence in a northeasterly direction along said straight line 660.34 feet to a point designated as B; thence turning an angle of 55 degrees and 16 minutes and 15 seconds to the right in an easterly direction and along a line forming an angle of 90 degrees and 00 minutes with the east boundary of said East half of Northeast Quarter 298.25 feet to point of beginning.

**“EXHIBIT B”  
PROPOSED 12' X 20' CINGULAR LEASE AREA**

**Commence at the Northwest corner of the Penthouse on the top of the Flint Ridge building; thence run S 55° 29' 15" E a distance of 25.84 feet to the Northeast corner of said Penthouse; thence run S 55° 48' 39" E a distance of 11.76 feet to the Point of Beginning; thence run S 55° 28' 26" E a distance of 12.00 feet to a point; thence run S 34° 31' 34" W a distance of 20.00 feet to a point; thence run N 55° 28' 26" W a distance of 12.00 feet to a point; thence run N 34° 31' 34" E a distance of 20.00 feet to the Point of Beginning. Said described area containing 240 square feet, more or less, and lying in the Northeast Quarter of Section 14, Township 18 South, Range 4 West, Jefferson County, Alabama.**

## BUILDING AND ROOF LEASE AGREEMENT

THIS BUILDING AND ROOF LEASE AGREEMENT ("Lease") entered into this 5 day of November, 2001, by and between **UNITED STATES STEEL LLC**, a Delaware limited liability company ("Lessor"), and **BELLSOUTH MOBILITY, LLC**, a Georgia Limited Liability Company ("Lessee").

**WHEREAS**, Lessee desires to install, maintain, repair and operate a wireless communications antennae and dishes to be erected on the roof of a building owned by Lessor and to lease space on the roof upon which Lessee may install a cabinet, vault, or panel to house Lessee's wireless communications equipment; and

**WHEREAS**, Lessor desires to lease unto Lessee certain portions of the roof of a building owned by Lessor subject to the terms of this Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the parties agree as follows:

- 1. Premises.** Lessor leases unto Lessee certain locations on the roof of Lessor's office building as Lessee deems reasonable or necessary, subject to the prior written approval of Lessor, said building being located in the City of Fairfield, County of Jefferson, Alabama, having a street address of 6200 E.J. Oliver Boulevard, which is more commonly known as the Flintridge Building ("Building"). The Building is located on certain real property owned by Lessor described in "**EXHIBIT A**" attached hereto ("Property"). The Premises shall be used for wireless communication purposes as set forth in Paragraph 4.
- 2. Term.** This Lease shall have an initial term of five (5) years commencing the 1st day of October 1, 2001, notwithstanding the date of execution hereof, and continuing thereafter until the 30th day of September, 2006 ("Initial Term").
- 3. Renewal Terms.** Lessee shall have the right to extend this Lease on the same terms contained herein for four (4) additional period(s) of five (5) years ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 5(b). This Lease shall automatically be renewed, unless terminated as provided herein, for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. **Use.** The Premises shall be used by Lessee solely for the receipt and transmission of wireless communication signals, and to install, maintain, repair and operate wireless communications equipment and facilities. Lessor also grants Lessee the right to install a cabinet, vault, or panel in a penthouse on the roof of the Building or, alternatively, directly on the roof of the Building to house Lessee's communication equipment. Lessee may run coaxial cable between the equipment and the antennae and dishes (collectively "Equipment") located on the roof (the roof and any other space occupied by Lessee in or on the Building are hereinafter collectively referred to as the "Premises"). Lessee may also install or improve existing utilities including but not limited to electrical and telephone service to the equipment. Lessee may also install an electrical grounding system or improve and existing electrical grounding system located on the Building to provide the greatest possible protection from lightning damage to the Equipment. However, the location of the Equipment on the Premises and any improvement to existing facilities on the Premises must be approved in writing by Lessor prior to the installation or improvement thereof, said approval not to be unreasonably withheld.

5. **Consideration.**

(a) **Initial Term.** As consideration for the use of the Premises described herein and all utilities consumed by the Equipment, Lessee shall pay Lessor the sum of Eighteen Thousand and 00/100 Dollars (\$18,000.00) per annum ("Rent") to be paid in equal monthly installments on the first day of each month during the term, in advance, to the Lessor or to such other person, firm or place as the Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date.

(b) **Renewal Term.** In the event that Lessee elects to renew this Lease as provided in Paragraph 3, Rent shall accrue during the Renewal Term according to the following schedule:

First Renewal Term	\$19,800.00 per annum
Second Renewal Term	\$21,780.00 per annum
Third Renewal Term	\$23,958.00 per annum
Fourth Renewal Term	\$26,354.00 per annum

(c) Rent shall be payable to the order of " United States Steel LLC" and mailed to: USX Realty Development, United States Steel LLC, 600 Grant Street, Room 2656, Pittsburgh, PA 15219.

6. **Taxes.** Lessor shall be responsible for the payment of any ad valorem taxes and other taxes which may be assessed on the Premises or the Property and Building of which the Premises is a part. Lessee shall be responsible for the payment of personal property taxes on the Equipment which may be located on the Premises.

7. **Utilities.** Lessee may also install or improve existing utilities including but not limited to electrical, telephone, and fiber optics service to the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee may utilize existing panels and connections within or upon the Building for the connection of telephone and electrical utilities to service the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee may also install an electrical grounding system or improve any existing electrical grounding system located on the Building to provide the greatest possible protection from lightning damage to the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. However, the location of the Equipment on the Premises and any improvements to existing facilities on the Premises must be approved in writing by Lessor prior to the installation or improvement thereof. Lessor shall not be responsible for any interference with Lessee's receipt and transmission of wireless communication signals or any damage to Lessee's Equipment caused by interruption of any utility services related to the Premises or the Building.

8. **Disclaimer.** Lessee agrees that the Premises have been inspected by Lessee or its duly authorized agent and that said Premises are leased by Lessee as a result of such inspection and not upon any representations, agreements, or warranty made by Lessor. Lessee accepts the physical condition of the Premises "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Lessor from any liability of any nature arising from or in connection with the physical condition of the Premises, including without limitation, latent defects or environmental contamination.

9. **Conditions Precedent.** Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Lessee securing appropriate approvals for Lessee's intended use of the Premises from the Federal Communications Commission and any other federal, state, or local regulatory authority having jurisdiction over Lessee's proposed use of the Premises ("Governmental Approval").

(b) Lessee shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of the Lessee, such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Premises or Lessee's ability to obtain financing, Lessee shall have no obligation to perform under this Lease.

(c) Lessor shall permit Lessee or Lessee's employees, agents, and contractors reasonable ingress and egress to the Property by Lessee or its employees, agents and contractors on a twenty four (24) hour, seven (7) days a week basis, subject to Lessee's

compliance with Lessor's security procedures, to conduct structural strength analyses, subsurface boring tests, environmental inspections (including Phase I and Phase II audits), radio frequency test, and such other tests, investigations, and similar activities as Lessee may deem necessary ("Inspections"), at the sole cost of Lessee. The scope, sequence, and frequency of the inspections shall be at the sole discretion of Lessee, upon reasonable advance notification to Lessor, and the inspections may be commenced at any time during the Agreement. Lessee and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment on to the Property to conduct the Inspections. Lessee shall defend, indemnify, and hold Lessor, its successors, assigns, officers, directors, members, employees, and agents, harmless against any loss or damage for personal injury or physical damage to the Property, or the property of third parties resulting from the Inspections. Lessee shall furnish to Lessor copies of all preliminary drafts of any environmental findings and shall permit Lessor to comment upon such findings prior to the issuance of a final report. However, Lessor shall not rely on said tests for anything outside this Agreement and shall indemnify and hold Lessee harmless from any liabilities incurred as a result of Lessor's use of such findings.

(d) Lessee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Lessee's intended use of the Premises shall relieve Lessee from any obligation to perform under this Lease and shall entitle Lessee to restitution of any Rent (without interest) which may have been paid in advance to Lessor.

**10. Maintenance and Repair.** Lessor shall have no obligation to maintain and repair the Premises or the Property. Lessee shall have the right to maintain and repair the Premises at its sole cost and expense, subject to the prior written consent and approval of Lessor. Lessee shall maintain its Equipment and any personal property installed by Lessee on the Premises at its sole cost and expense. Any damage to the Premises, the Property, or the Building caused by Lessee, its employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Lessee. If Lessee fails to make any repairs to the Premises, the Property, or the Building occasioned by the acts of Lessee, its employees, agents, or invitees, Lessor may, at its option, cause such repairs to be made and demand reimbursement from Lessee for the cost of the repairs. Lessor shall provide Lessee with not less than thirty (30) days advance written notice of any maintenance or repair to the roof of the Building which may require a temporary relocation of the Equipment or which might otherwise interfere with Lessee's Wireless Communications Activities. Lessor covenants that any maintenance or repair work to the roof shall be coordinated with Lessee and shall be conducted in such a manner as to prevent interference with Lessee's Wireless Communications Activities. Should the repairs and maintenance to the roof conducted by Lessor require the relocation of Lessee's Equipment, Lessee shall be solely responsible for the costs and expenses of relocation which may be incurred by Lessee as a result of the repairs or maintenance to the roof made by Lessor.

**11. Insurance.**

(a) Lessee agrees that before it or any of its employees, contractors, or agents enter upon the Premises, it will obtain and maintain in full force and effect, or will cause its contractors to do so, Commercial General Liability insurance under an occurrence policy form in an insurance company or companies satisfactory to Lessor, and possessing an A.M. Best Company rating of A-, Class VII or better, for bodily injury, including death, and property damage in a minimum amount of One Million U. S. Dollars (\$1,000,000.00) per occurrence and Two Million U. S. Dollars (\$2,000,000.00) in the aggregate. Lessee agrees to procure and maintain insurance policies in accordance with the terms and provisions outlined in **Attachment "I"** attached hereto and incorporated herein, including without limitation, adding "USX Corporation" as an Additional Insured; obtaining waiver of subrogation in favor of Lessor; agreeing to give Lessor sixty (60) days' prior written notice upon policy cancellation or change; and providing subcontractor coverage (if applicable).

(b) The obligations set forth in this Section and in Attachment "I" shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.

**12. Indemnity.** Lessee shall defend, indemnify, and hold harmless Lessor, its successors, assigns, officers, directors, members, employees, and agents, from and against any claims, costs, actions, liens, fines, judgments, settlements, or other liabilities for personal injury, death, or property damages arising from or in connection with Lessee's, its employees', contractors' and agents', activities on the Premises, Property, and Building. Lessee agrees to pay Lessor's attorney's fees and other legal expenses incurred by Lessor under this Paragraph.

**13. Lessee's Personal Property.** Subject to the prior written approval of Lessor, Lessee shall have the right to place upon the Premises, from time to time, such equipment panels, cabinets or vaults, communication antennae, dishes, emergency power systems, and other personal property as Lessee so desires and may remove the same at any time so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee shall have the right during the term of this Lease and upon termination of this Lease whether by lapse of time or otherwise to remove the Equipment installed in or placed upon the Premises, provided that Lessee is not in default of this Lease. Upon termination of this Lease, Lessee shall remove its Equipment from the Premises and repair any damage occasioned to the Premises or the Building by the removal of the Equipment. The Equipment and other personal property owned by Lessee which Lessee anticipates shall be located on the Premises are described on the drawing attached hereto as "**EXHIBIT B**". Any personal property owned by Lessee which is located on the Premises whether affixed or attached to the Building shall remain the exclusive property of Lessee without regard to whether the personal property is described on "**EXHIBIT B**".

**14. Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Lessee's Equipment or business; or

(c) By either party for any reason or without reason upon six (6) months advance written notice to another party.

(d) In the event Lessor shall have terminated this Lease for any reason other than a default by Lessee, Lessor agrees to make a prorata restitution of the Rent for the unexpired term of the Lease.

**15. Quiet Enjoyment.** Lessor warrants and represents that Lessor will protect, defend and indemnify Lessee against any interference with Lessee's use and quiet enjoyment of the Premises caused by Lessor.

**16. Lessor's Representations and Warranties.** Lessor represents and warrants that it has good and marketable title to the Premises, Property, and the Building, that it has the full right and authority to enter into this Lease and the undersigned represent and warrant that they have the authority to enter into this Lease on behalf of Lessor and to bind Lessor to the terms of this Lease.

**17. Subordination.** Lessee acknowledges that this Lease shall be and remain subordinate to any and all mortgages, deeds of trust, or other liens or encumbrances which presently encumber the Premises, the Building, or the Property, or which Lessor may hereafter place upon the Premises, the Building, or the Property; however, Lessor shall use reasonable good faith efforts to obtain a non-disturbance and attornment agreement between any such mortgagee and Lessee which provides in pertinent part that Lessee's possession of the Premises shall not be disturbed in the event of a default by Lessor under the mortgage, deed of trust, or lien, unless Lessee shall also be in default under the terms of this Lease.



## 18. Environmental

(a) Should the discharge, leakage, spillage, or emission of any flammable, explosive, caustic, corrosive, or radioactive substance or "hazardous waste", "hazardous substances", "pollutants and contaminants", "extremely hazardous substances, hazardous chemicals, and toxic chemicals", "toxic substances", or "regulated substances" as defined in paragraph 4.03(a) below (hereinafter called "Hazardous Material") occur upon or from the Premises which is due or in any manner attributable to Tenant's actions or inactions during the Lease Term, Lessee, at its sole cost and expense, shall be obligated to clean up and remediate the Premises and any other property affected thereby, to the satisfaction of Lessor and all governmental authorities having jurisdiction thereover. If such leakage, spillage, or emission should occur in reportable quantities during the Lease Term, Lessee shall promptly inform Lessor of such occurrence, and the Lessee shall promptly commence any necessary cleanup action.

(b) Lessor may make written demand on Lessee for cleanup of the Premises or other affected property, and if Lessee does not undertake to comply with that demand within ten (10) days, than Lessor shall have the right to clean up the Premises and such other affected property to Lessor's satisfaction, and Lessor's costs shall all be chargeable to Lessee, provided that Lessor's exercise or failure to exercise such right shall not be a waiver of any other rights it might have under this Paragraph or at law.

(c) In addition, Lessee shall comply with all applicable rules, regulations, orders, judgments, decrees, ordinances, permits, licenses, laws, codes, legislation, or statutes of all local, municipal, county, state, and federal authorities, (herein "Environmental Laws") applicable to the existence, seepage, leakage, spillage, emission, release, or discharge of any Hazardous Material or any other toxic, polluting, or contaminating substance, condition, or material on, under or in the Premises, and Lessee shall hold Lessor harmless from and defend and indemnify Lessor against any claim, order, decree, judgment, action, suit, cost, fine, fee, penalty, or any other expense or liability arising from the violation of Environmental Laws and the failure to remediate a condition described above by Lessee, its assigns, agents, employees, or contractors.

(d) Lessee shall notify Lessor of the receipt of any notice, order, or citation alleging the violation of any Environmental Law, and shall provide Lessor with copies of any permits or licenses issued by governmental authorities required by any Environmental Law, copies of all materials filed by Lessee with governmental authorities relating to Hazardous Materials, copies of any environmental reports or assessments relating to the Premises, and any other material or document relating to the presence of Hazardous Materials on the Premises.

(e) This Paragraph 18 shall survive the expiration of the Lease Term or termination of this Lease.

**19. Interference With Lessee.**

(a) Lessee acknowledges and agrees that Lessor shall have the right to enter into leases with one or more companies for the use of the Building and the Property to operate wireless communication equipment similar to that of Lessee. Lessee may conduct an interference analysis of the proposed wireless communications activities of such other companies. Lessor and Lessee agree that Lessee and such other companies shall co-exist on the Premises, the Building, and the Property on the principle of "first in time, first in right", meaning that the companies that install and begin operating their wireless communications equipment first in time shall have the absolute right to require the other companies that install and begin operating their wireless communications equipment next in time to eliminate any unreasonable interference with the first in time companies' receipt and transmission of wireless communication signals caused by the next in time companies. In the event Lessee determines that the activities of such next in time companies unreasonably interfere with Lessee's receipt and transmission of wireless communication signals, Lessor shall make reasonable good faith efforts to require such next in time companies to cease or modify the operation of their wireless communication equipment until the interference can be resolved to the reasonable satisfaction of Lessee. Lessor shall only be obligated to restitution of Rent for the unused Initial Term or Renewal Term as the case may be and shall not be liable to Lessee for any damages arising out of such interference if such interference can not be resolved to the reasonable satisfaction of Lessee. Lessee agrees that it shall cause no unreasonable interference with the receipt or transmission of wireless communication signals of any first in time companies or Lessor, its successors and assigns.

(b) Lessee acknowledges that Lessor has entered into one or more leases prior to the date hereof with other parties to operate wireless communication equipment on the building similar to that of Lessee. Lessor acknowledges and agrees that it has met with the representatives of such parties and that Lessee and such parties have determined to their own satisfaction that their co-existing operations of their wireless communications equipment shall cause no interference with the other parties' operations.

**20. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of Lessor and Lessee.

**21. Notices.** Any notice, report, statement, approval, consent, designation, demand, or request to be given by a party under the provisions of this Lease shall be effective only when made in writing and delivered personally or mailed to the other party at the applicable address set forth herein. Any party may designate a different address by giving the other party written notice of the change.

Lessor: President  
USX Realty Development  
United States Steel LLC  
600 Grant Street  
Room 2656  
Pittsburgh, PA 15219  
Telephone: (412) 433-4561  
Federal I.D. No.: 25-0996816

With copy to: General Manager - South East  
USX Realty Development  
United States Steel LLC  
6200 E. J. Oliver Boulevard  
P. O. Box 599 - Suite 183-C  
Fairfield, Alabama 35064  
Telephone: (205) 783-4702

Lessee: Cingular Wireless LLC  
Attn: Legal Department – Suite 1700  
5565 Glenridge Connector  
Atlanta, GA 30342

With copy to: Cingular Wireless LLC  
Attn: Real Estate Department  
Suite 8G06  
1100 Peachtree Street, NE  
Atlanta, GA 30309

**22. Compliance with Law.** Lessee shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county, and city governments, bureaus, and departments concerning the placement of antennae, and shall procure and maintain all necessary licenses and permits at its sole cost and expense. Lessor shall cooperate by taking any reasonable actions which are essential to Lessee's compliance and procurement efforts.

**23. Further Acts.** Lessor and Lessee agree to execute any additional documents or take any acts which may reasonably be required to effect the terms or the intent of this Lease including but not limited to the execution of a memorandum of lease.

**24. Authorized Personnel.** Lessee shall furnish Lessor with a list of personnel who are authorized by Lessee ("Authorized Personnel") to service, maintain, or inspect Lessee's Equipment. Access of Authorized Personnel to Lessee's Equipment and the Premises shall be provided by Lessor on a twenty four (24) hours, seven days a week basis, subject to reasonable security restrictions imposed by Lessor. Lessor shall not be responsible for any theft, damage, or other loss of the Equipment caused by misidentification of Authorized Personnel.

**25. Lessee's Default.** If Lessee shall fail to make any payment of Rent within thirty (30) days of the date when due or if Lessee shall fail to keep and perform any express written covenant of this Lease and shall continue to default for a period of thirty (30) days after Lessee has received written notice of such default and demand of performance from Lessor, Lessor may commence judicial proceedings in the state or federal courts of the State of Alabama, the jurisdiction of which Lessee hereby consents. However, if any default shall occur (other than in the payment of Rent) which cannot be cured within a period of thirty (30) days and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate such default and proceeds diligently to take steps to cure the same, Lessor shall not have the right to declare the term ended by reason thereof. In no event shall Lessor be entitled to accelerate Rent due from Lessee or to take possession of the Premises or personal property owned by Lessee on the Premises. It shall be the duty of the Lessor in any event of default to use its best efforts to mitigate Lessee's damages.

**26. Assignment and Subleasing.** This Lease shall not be assigned or transferred in any way by Lessee nor shall the Premises or any part thereof be sub-leased by Lessee without the prior written consent of Lessor.

**27. Miscellaneous.**

(a) Except as provided herein, each party in any litigation arising hereunder shall pay its own attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises and to take any further action which Lessee may reasonably require as to effect the intent of this Lease, including the execution of a Memorandum of Lease and the presentation of Non-Disturbance and Attornment Agreements to all mortgagees, lien holders, and ground lessors.

(f) This Lease shall be construed in accordance with the laws of the State of Alabama.

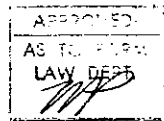
(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessee may file, at its sole cost and expense, of record in the Probate Office of Jefferson County, a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Premises, the Building, and the Property, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**LESSOR:**

**UNITED STATES STEEL LLC**



By: *Rt Mllh*

Title: *President*  
USX Realty Development,  
a Division of United States Steel LLC

Date: **OCT 23 2001**

**LESSEE:**

**BELLSOUTH MOBILITY, LLC**  
d/b/a Cingular Wireless

By: *Marlene McClellan*

Title: **MARLENE MCCLELLAN**  
**REAL ESTATE MANAGER**

Date: *November 5, 2001*

**"EXHIBIT A"**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Begin at the northeast corner of the East half of Northeast Quarter of Section 14; thence in a southerly direction along the east boundary of said half-quarter section 474.2 feet to a point of beginning of boundary of tract hereby conveyed; thence continuing in a southerly direction along the east boundary of said East half of Northeast Quarter 1395.82 feet; thence turning an angle of 90 degrees and 00 minutes to the right in a westerly direction 648.87 feet to a point designated as A; thence turning an angle of 79 degrees and 20 minutes to the right in a northwesterly direction along a straight line 555.7 feet to a point of beginning of the arc of a curve turning to the right and having a radius of 445.84 feet; said straight-line being tangent to said arc, said arc being subtended by a central angle of 45 degrees and 23 minutes and 45 seconds; thence in a northwesterly direction, thence in a northerly direction and thence in a northeasterly direction along said arc 353.24 feet to the point of beginning of a straight line tangent to said arc; thence in a northeasterly direction along said straight line 660.34 feet to a point designated a B; thence turning an angle of 55 degrees and 16 minutes and 15 seconds to the right in an easterly direction and along a line forming an angle of 90 degrees and 00 minutes with the east boundary of said East half of Northeast Quarter 298.25 feet to point of beginning.

**ATTACHMENT "1"**  
**INSURANCE**

Lessee shall procure and maintain, at its own expense, and shall require its Contractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal Injury;
- (vii) Cross liability/severability of interest;
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel LLC (hereinafter "USS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.



- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Lessee's and/or its Contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS shall be in excess of the Lessee's and/or Contractor's insurance and shall not contribute with it.
- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS. If the Lessee has such a program, full disclosure must be made to USS prior to any consideration being given.

**B. Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS, its subsidiaries and/or affiliates as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS, its subsidiaries, and/or affiliates.

**D. Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

**E. Errors and Omissions Professional Liability Insurance (If made applicable by USS):** Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS, its subsidiaries, and/or affiliates. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

F. **Environmental Impairment Insurance (If made applicable by USS):** Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to **analyze, monitor**, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS, its subsidiaries and/or affiliates as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS, its subsidiaries and/or affiliates.

If the Environmental Impairment Insurance is on a claims-made form, Lessee and its Contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. **Minimum Limits of Insurance** -- Lessee and its Contractor(s) shall maintain limits *no less than*:

A. **Commercial General Liability:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$1,000,000 each occurrence for bodily injury and property damage; \$1,000,000 each occurrence and aggregate for products and completed operations; \$2,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS.

B. **Automobile Liability Insurance:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage:** \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance:** (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance:** (If applicable) \$5,000,000 combined single limit per loss.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Lessee and its Contractor(s) shall extend to and protect USS, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Lessee and its Contractor(s).

4. **Rating of Insurer** -- The Lessee and its Contractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of a A-, Class VII as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from USS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after sixty (60) days prior written notice by United States first class certified mail, return receipt requested, has been given to USS.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Lessee. Therefore, these provisions shall be enforceable and Lessee and/or Contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Lessee and/or its Contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Lessee and its Contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Lessee and its Contractor(s) hereunder.

E. In the event Lessee and its Contractor(s), or its insurance carrier defaults on any obligations hereunder, Lessee and its Contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

6. **Evidence of Coverage**

A. Lessee and its Contractor(s) shall furnish USS with copies of the endorsements effecting the coverage required by this specification. Additionally, ***prior to the commencement of any work or services on USS's Premises***, Lessee and its Contractor(s) and all subcontractors, if any, shall furnish to USS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given sixty (60) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Lessee and its Contractor(s) full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Lessee and its Contractor(s) and/or the failure of USS to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Lessee or its Contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Lessee and its Contractors does not relieve or decrease in any manner the liability of the Lessee and its Contractor(s) for performance hereunder. The Lessee and its Contractor(s) are responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

7. **Subcontractors** -- Contractor(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Site #: 9BH0139A

Market: BHM

## **SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT**

**THIS SECOND AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT** ("Amendment") is made and entered into as of Nov 26, 2012, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation ("Lessor"), and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, as successor in interest to Powertel/Birmingham, Inc. ("Lessee").

### **RECITALS**

**WHEREAS**, Lessor and Lessee entered into a Building and Rooftop Lease Agreement dated November 19, 1996, as amended by that certain First Amendment date November 1, 2007 (collectively, the "Lease"), with respect to certain real estate located at 6200 E. J. Oliver Boulevard, Fairfield, Alabama; and

**WHEREAS**, the Lease is currently in effect for the Third Renewal Term, which expires September 30, 2016; and

**WHEREAS**, Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee will have the right to modify its Antenna Facilities as described and depicted on Exhibit A-1, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approved of the modifications described and depicted in Exhibit A-1 in all respects. Exhibit A-1 hereby supersedes and replaces Exhibit A of the Lease in its entirety.
2. Section 10 of the Lease is hereby deleted in its entirety, and the following is substituted therefor:

#### **Maintenance and Repair.**

(a) *Lessor shall have no obligation to maintain and repair the Premises. Lessee shall have the right to maintain and repair the Premises at its sole expense, subject to the prior written consent of Lessor as to any repairs affecting the safety, structural, or environmental condition of the Premises.*

(b) *Lessee shall maintain its Equipment and any personal property installed by Lessee on the Premises at its sole expense.*

(c) *Lessee agrees that in the event that it elects to upgrade the Equipment on the Premises, that such work may affect the safety, structural, or environmental condition of the Premises. Therefore, Lessee agrees that it shall submit to Lessor two (2) copies of the construction plans for the installation of the Equipment and a report issued by a qualified and licensed structural engineer in the State of Alabama certifying to Lessor that the proposed work will not negatively impact the structural condition or systems of the Building. Before such work may proceed, Lessor shall have the right review said plans with its consultants and require Lessee to make any modifications requested by Lessor. Lessor's review of said plans shall not be*

*unreasonably delayed, and if not completed within twenty (20) day, said plans shall be deemed approved. However, Lessee shall be solely responsible for insuring that such work is performed in compliance with all applicable building codes and applicable regulations. Upon the submittal of said plans to Lessor, Lessee agrees to pay to Lessor an administrative review fee in the amount of \$2,000.00, which shall be immediately due and payable.*

*(d) Lessee agrees that any damages to the Building or the Premises caused by Lessee or its employees, contractors, invitees, or agents, shall be promptly repaired by Lessee at its sole expense. In the event that Lessee fails to make such repairs, then Lessor shall have the right to make such repairs. Lessee agrees to pay the cost of such repairs, which shall be billed as additional Rent and immediately due and payable.*

*(e) Lessor shall provide Lessee with not less than thirty (30) days written notice of any maintenance work or repairs to the roof of the Building that may require a temporary relocation of the Equipment or that might otherwise interfere with Lessee's Wireless Communication Activities. Lessor agrees that any maintenance or repair work to the roof shall be coordinated with Lessee and shall be conducted in such a manner so as to prevent any unreasonable interference with Lessee's Wireless Communication Activities. Should the repairs or maintenance of the roof require the relocation of the Equipment, Lessee shall be solely responsible for the costs of relocating the Equipment. However, Lessor agrees that the Lessee shall only be required to pay the cost of the relocation of the Equipment once per Term and that any additional relocations of the Equipment shall be at the expense of Lessor. Any work on the Premises in connection with a relocation of the Equipment shall be subject to the requirements of Section 10 (c) above.*

3. Section 11 of the Lease is hereby deleted in its entirety, and the following is substituted therefor:

**Insurance.**

*(a) Lessee further agrees that before it or any of its consultants occupy the Premises, it will obtain and maintain in full force and effect, or will cause its consultants to do so, Commercial General Liability insurance in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein, including without limitation, adding Lessor as an Additional Insured. Lessee further agrees to immediately provide a copy of Attachment "I" to its insurance company and/or insurance agent.*

*(b) The obligations set forth in this Section and in Attachment "I" shall continue after the termination of this Lease as to any matters that occurred during or resulted from the term of this Lease.*

*(c) Notwithstanding, Lessee may, upon written notice to Lessor, elect to "self-insure" in accordance with its self-insurance program as in effect from time to time, but such rights shall apply only to named herein, and to no other successor or assign of Lessee, without prior written consent of the Lessor.*

4. Lessee agrees that all of its routine maintenance work on the Premises must be performed during the days of Monday through Friday during the times of 8:00 A.M. CST through 3:00 P.M. CST. Lessee further agrees to notify the Building manager at least twenty four (24) hours in advance of the planned maintenance work as follows:

Daniel Realty Services, L.L.C.

3660 Grandview Parkway, Suite 100  
Birmingham, Alabama 35243  
Attn: Ms. Alisha M. Teed  
Telephone: (205) 443-4584  
Fax: (205) 443-4615

Alternative contact person for Daniel Realty Services, L.L.C.:  
Mr. Charles Bishop  
Telephone: (205) 503-0709

5. Lessor's and Lessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessor:

President - USS Real Estate  
United States Steel Corporation  
600 Grant Street - Room 1683  
Pittsburgh, Pennsylvania 15219  
Telephone: (412) 433-4561  
Federal I.D. No.: 25-0996816

With a copy to:

Director, Real Estate  
USS Real Estate  
United States Steel Corporation  
610 Preserve Parkway, Suite 200  
Hoover, Alabama 35226  
Telephone: (205) 588-2811

If to Lessee:

T-Mobile USA, Inc.  
Attn: Lease Compliance/Site No. 9BH0139A  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006

6. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

7. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.

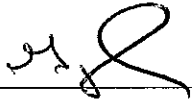
8. The effective date of this Amendment shall be the date of execution hereof.

(Remainder of page intentionally left blank. See following page for signatures.)

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

**LESSOR:**

**UNITED STATES STEEL CORPORATION**

By: 

Name: George A. Manos

Title: President  
USS Real Estate, a division of  
United States Steel Corporation

Date: \_\_\_\_\_

**LESSEE:**

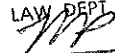
**T-MOBILE SOUTH LLC**

By: 

Name: Bobby J. Ray Jr.

Its: Market Manager

Date: 11-26-12

APPROVED:  
AS TO FORM  
LAW DEPT  


JPC  
10/22/12



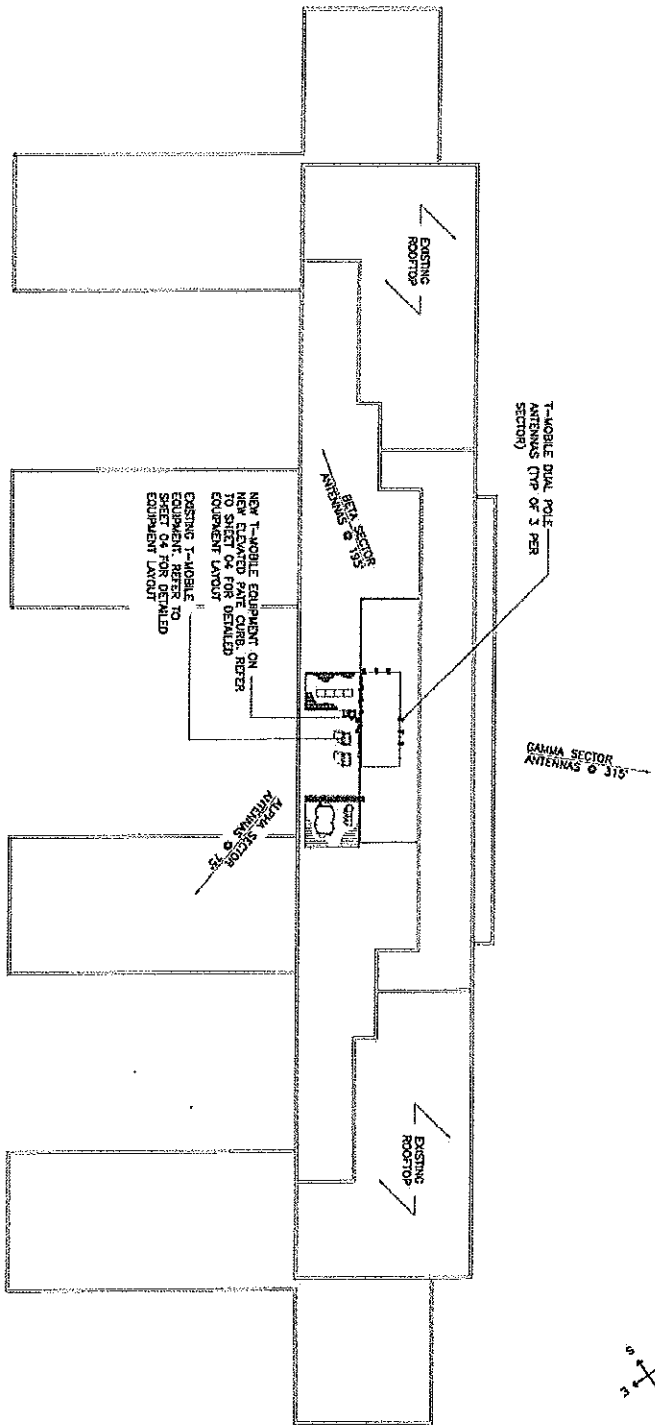
**Exhibit A-2**

**See attached Equipment List and Site Plan**

## **Exhibit A-2**

### Equipment List

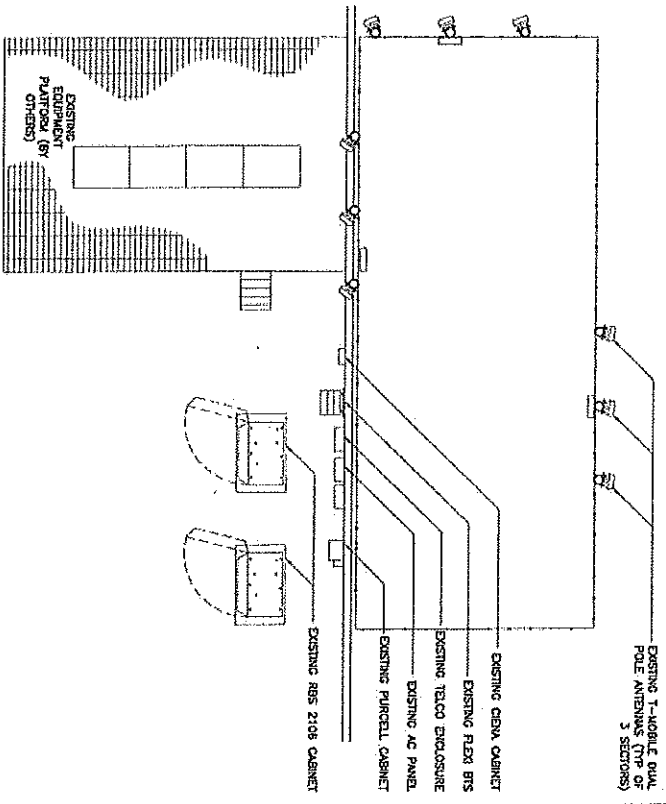
- A. Nine (9) Panel Antennas and associated equipment, including but not limited to mounts, cables and connectors required to operate antennas
- B. Fifteen (15) Coaxial Cables
- C. Six (6) Hybrid Fiber Cable
- D. Nine (9) Radios
- E. Four (4) Connectorized Over Voltage Protection Units
- F. Three (3) Equipment Cabinets
- G. Two (2) Flexi Module Mounts on wall
- H. One (1) Power Panel
- I. One (1) Telco Panel
- J. Other associated equipment required for the installation of utility equipment and a wireless telecommunications facility.



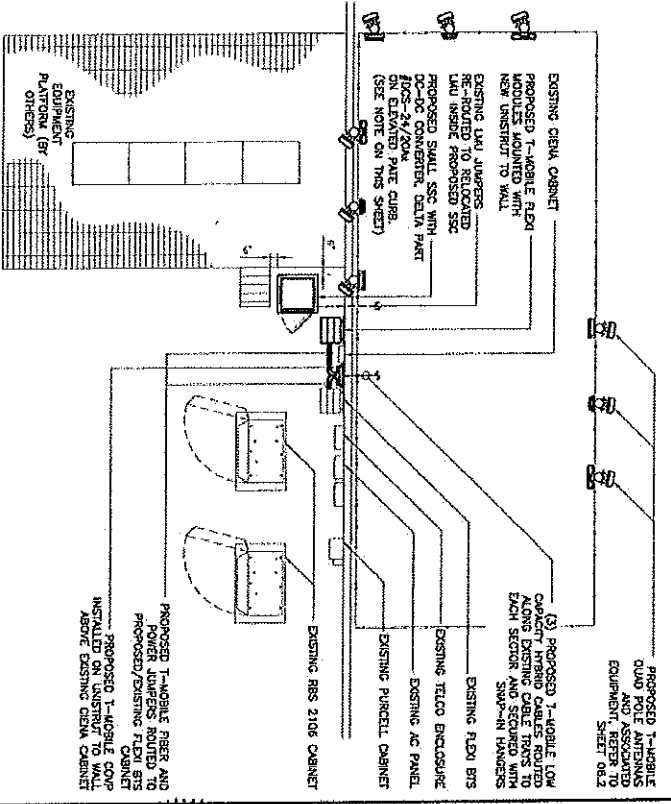
SITE PLAN  
NRS

THIS PLAN IS BASED ON A SITEWALK BY EXCELL COMMUNICATIONS INC. DATED 05/07/12. EXISTING UTILITIES SHOULD BE VERIFIED BY THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

<p><b>T Mobile</b> 10 INVERNESS CENTER PARKWAY SUITE 4000 BIRMINGHAM, AL 35202</p>	
<p>APPROVALS</p>	
<p>DARRIN _____ LANDLORD</p>	<p>LESLING _____ CONSTRUCTION</p>
<p>PROJECT NO: _____</p>	
<p>DRAWN BY: JC</p>	
<p>CHECKED BY: MHR</p>	
<p>APPROVED BY: JMW</p>	
<p>1. 10/10/12 05/17/12 CONTRACT 2. 05/17/12 05/17/12 CONTRACT 3. 05/17/12 05/17/12 CONTRACT 4. 05/17/12 05/17/12 CONTRACT 5. 05/17/12 05/17/12 CONTRACT</p>	
<p>PROFESSIONAL ENGINEER B.A.M. NO. 284556 PROFESSIONAL SEAL NO. 12345 ANTON B. STEWART ENGINEER</p>	
<p><b>EXCELL</b> COMMUNICATIONS, INC. 6017 ASBURN HILL ROAD BIRMINGHAM, ALABAMA 35173 PHONE: 205.950.0178 FAX: 205.950.0188</p>	
<p>SITE NAME <b>FLINT RIDGE BLDG.</b> SITE# 98F07139A</p>	
<p>DIST. ADDRESS 6230 E. I. OLIVER BLVD. BIRMINGHAM, AL 35206</p>	
<p>SHEET TITLE <b>SITE PLAN</b></p>	
<p>SCALE/DATE 03</p>	



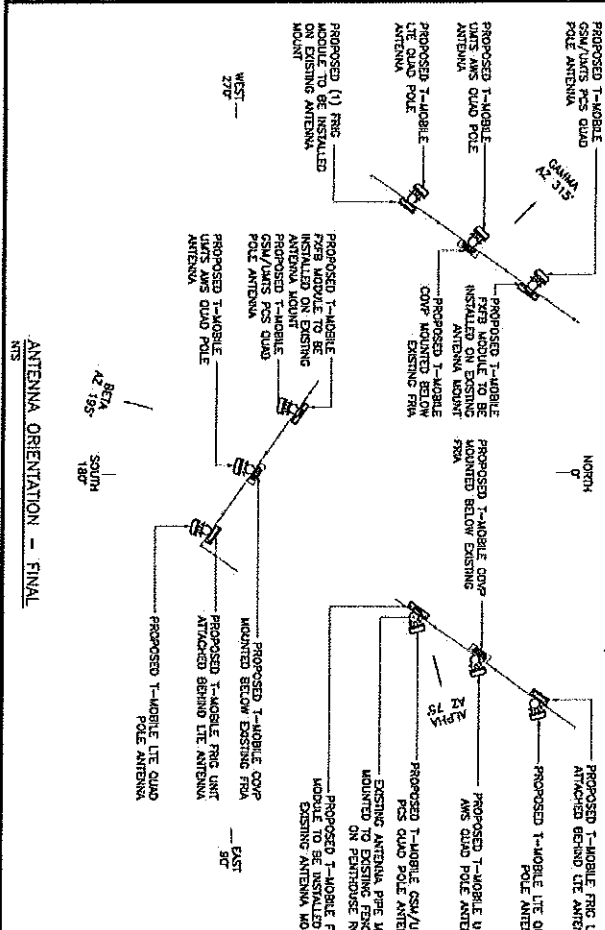
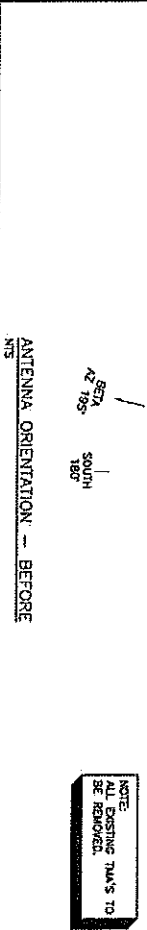
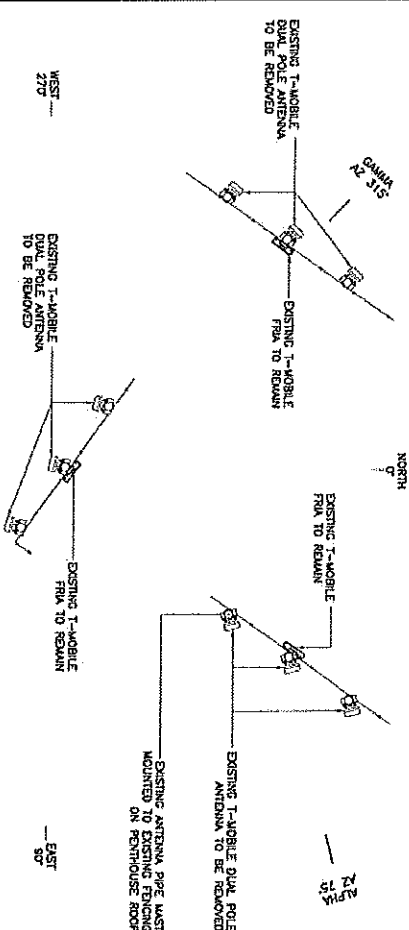
EQUIPMENT PLAN - BEFORE  
 1/4" SCALE 1/8" = 1'-0"  
 2/8" SCALE 1/4" = 1'-0"



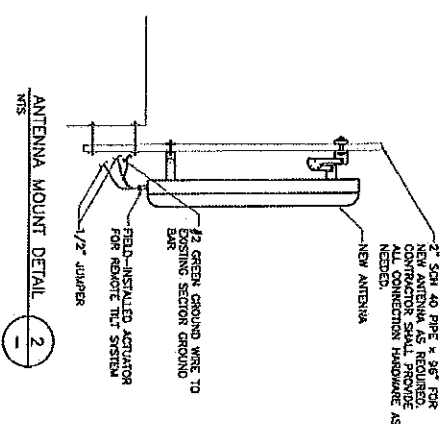
EQUIPMENT PLAN - FINAL  
 1/4" SCALE 1/8" = 1'-0"  
 2/8" SCALE 1/4" = 1'-0"

ELEVATED CURB NOTE:  
 CONTRACTOR SHALL INSTALL NEW SSC ON NEW FLEXI CURB. MATCH EXISTING NEW CURB FOR PAINT MANUFACTURER'S SPECIFICATIONS AND SHALL CONTACT ROOFING CONTRACTOR FOR INSTALLATION CONSULTATION.

<p>10 WIRELESS CENTER PARKWAY        BIRMINGHAM, AL 35202</p>	
<p>CARRIER: _____</p> <p>LANDLORD: _____</p> <p>LEASING: _____</p> <p>CONSTRUCTION: _____</p>	
<p>PROJECT NO: _____</p>	
<p>DRAWN BY: JG</p> <p>CHECKED BY: RBR</p> <p>APPROVED BY: JMW</p>	
<p>1. 08/14/12 REV. AIR COORDINATE</p> <p>2. 07/14/12 REV. PER CHANGE</p> <p>3. 06/20/12 REV. PER CHANGE</p> <p>4. 06/20/12 ISSUED PER REVIEW</p>	
<p>PROFESSIONAL ENGINEER</p> <p> </p>	
<p>EXCELL COMMUNICATIONS, INC.</p> <p>1000 EAST AMBER HILLS ROAD        BIRMINGHAM, AL 35206        TEL: 205.984.0000</p>	
<p>SITE NAME: FLINT RIDGE BLDG.</p> <p>SITE# 98RH0139A</p>	
<p>6200 E. I. OLIVER BLVD.        BIRMINGHAM, AL 35206</p>	
<p>SHEET TITLE: EQUIPMENT PLAN - BEFORE &amp; FINAL</p> <p>SHEET NUMBER: 04</p>	



NOTE:  
ANTENNA MOUNT, ANTENNA, AND CORRESPONDING  
CABLES AND WIRING SHALL NOT BE EXCEED THE  
HEIGHT OF THE BUILDING IN THE  
INTERNATIONAL BUILDING CODE, IBC.



NOTES:  
1. ANTENNA ORIENTATION IS CLOCKWISE FROM TRUE NORTH.  
2. MOUNT SHOWN FOR REFERENCE PURPOSE ONLY.  
3. ANTENNA AZIMUTH/CONTRIBUTION LAYOUT FORM SHALL BE  
COMPLETED AND PROVIDED TO CONSTRUCTION MANAGER.

**T Mobile**  
40 INVERNESS CENTER PARKWAY  
SUITE 200  
BIRMINGHAM, AL 35202

APPROVALS  
CARRIER \_\_\_\_\_  
LANDING \_\_\_\_\_  
LEASING \_\_\_\_\_  
CONSTRUCTION \_\_\_\_\_

PROJECT NO: \_\_\_\_\_  
DRAWN BY: JG  
CHECKED BY: MBR  
APPROVED BY: JAW

PROF. ENGINEER  
B. A. HARRIS  
REGISTERED PROFESSIONAL  
ENGINEER  
NO. 25566  
STATE OF ALABAMA  
9/10/12

**ECCELL**  
COMMUNICATIONS, INC.  
EXCEL COMMUNICATIONS, INC.  
6547 ABERN HILLS ROAD  
BIRMINGHAM, ALABAMA 35173  
PHONE: 205.856.6200  
FAX: 205.856.6202

FLINT RIDGE BLDG.  
SITE# 694H0139A  
401 ABERN  
6230 E. I. OLIVER BLVD.  
BIRMINGHAM, AL 35204  
DATE PLOTTED: \_\_\_\_\_  
SHEET TITLE: ANTENNA DETAILS  
JOB NUMBER: 06.2

**ATTACHMENT "I"**  
**INSURANCE**

Lessee agrees that before it or any of its consultants/contractors enter upon the Premises, Lessee shall procure and maintain, and shall require any of its consultants/contractors to procure and maintain insurance policies in accordance with the terms and provisions outlined in Attachment "I" attached hereto and incorporated herein.

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance**: Shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage ) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If a 1973 edition ISO form must be used by the insurer, the broad form comprehensive general liability (BFCGL) endorsement shall be included. Additionally, the policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy. The policy of insurance shall contain or be endorsed to include the following:

- (i) Premises/Operations;
- (ii) Products/Completed Operations;
- (iii) Contractual;
- (iv) Independent Contractors;
- (v) Broad form property damage;
- (vi) Personal and Advertising Injury;
- (vii) Separation of Insureds (Severability of Interest);
- (viii) The policy shall be endorsed using ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) so as to include United States Steel Corporation (hereinafter "USS"), and its affiliates, including all units, divisions and subsidiaries as Additional Insureds on a Primary and Non-contributory basis. The coverage shall contain no special limitations on the scope of protection afforded to said Additional Insured.
- (ix) Waiver of subrogation shall be provided to the benefit of all Additional Insureds, as aforesaid.
- (x) No XCU (explosion, collapse, underground) exclusion.
- (xi) For any claims related herein, the Lessee's and/or its contractor's insurance shall be primary and non-contributory respecting the aforesaid Additional Insureds. Any insurance or self-insurance maintained by USS

shall be in excess of the Lessee's and/or Lessee's insurance and shall not contribute with it.

- (xii) The policy shall not contain any provision, definition, or endorsement which would serve to eliminate third-party action over claims.
- (xiii) The policy shall not be endorsed to include ISO endorsement form CG 24 26 or any similar provision.
- (xiv) Self-funded, or other non-risk transfer insurance mechanism are not acceptable to USS. If the Lessee has such a program, full disclosure must be made to USS prior to any consideration being given.

**SPECIAL NOTE: If watercraft are used in connection with operations, evidence of watercraft liability coverage is required, subject to USS's approval.**

**B. Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include USS and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

**C. Workers' Compensation Insurance:** As required by the State or Commonwealth in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries.

**D. Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

**Note Relating to Items C. and D. Above – Operations on or near water require the following: Statutory Workers Compensation/USL&H coverage, Employer's Liability including Maritime Employer's Liability coverage.**

*Check box if Paragraph E below is applicable: [ n/a ]*

**E. Errors and Omissions Professional Liability Insurance (If made applicable by USS):** Coverage should be for a professional error, act or omission arising out of the Lessee's performance of work hereunder. The policy form may not exclude coverage for Bodily Injury, Property Damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of subrogation to the benefit of USS and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Lessee shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

*Check box if Paragraph F below is applicable: [ n/a ]*

**F. Environmental Impairment Insurance (If made applicable by USS):** Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape

of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to analyze, monitor, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) USS and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of USS and its affiliates, including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Lessee and its contractor(s) shall maintain continuous coverage or exercise on an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

**2. Minimum Limits of Insurance** -- Lessee and its contractor(s) shall maintain limits *no less than*:

**A. Commercial General Liability:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 each occurrence for bodily injury and property damage; \$2,000,000 each occurrence and aggregate for products and completed operations; \$4,000,000 general aggregate. The limits and coverage requirements may be revised at the option of USS, except as the parties agree otherwise.

**B. Automobile Liability Insurance:** Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

**C. Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

**D. Employer's Liability and/or Stop Gap Liability Coverage:** \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

**E. Errors and Omissions Professional Liability Insurance:** (If applicable) \$2,000,000 per loss; \$4,000,000 annual aggregate limit.



F. **Environmental Impairment Insurance:** (If applicable) \$5,000,000 combined single limit per loss except as the Parties agree otherwise.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Lessee and its contractor(s) shall extend to and protect USS and its affiliates, including all units, divisions and subsidiaries to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Lessee and its contractor(s).

4. **Rating of Insurer** -- Lessee and its contractor(s) will only use insurance companies acceptable to USS and authorized to do business in the state or area in which the evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Lessee must receive specific written approval from USS prior to proceeding.

5. **Other Insurance Provisions**

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, after sixty (60) days prior written notice requested, has been given to USS.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Lessee. Therefore, these provisions shall be enforceable, and Lessee and/or its contractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Lessee and/or its contractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Lessee and its contractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Lessee and its contractor(s) hereunder.

E. In the event Lessee and its contractor(s), or its insurance carrier defaults on any obligations hereunder, Lessee and its contractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by USS to enforce the provisions hereunder.

6. **Evidence of Coverage**

A. Additionally, **prior to the commencement of any work or services on USS' Premises**, Lessee and its contractor(s) and all subcontractors, if any, shall furnish to USS satisfactory Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that USS will be given sixty (60) days advance written notice of any cancellation of coverage or deletion of the certificate holder herein as an Additional Insured under the policies.

B. All Certificates of Insurance shall be in form and content acceptable to USS and shall be submitted to USS in a timely manner so as to confirm Lessee and its contractor(s) full compliance with the stated insurance requirements hereunder.

C. Any failure on the part of USS to pursue or obtain the Certificates of Insurance required hereunder from Lessee and its contractor(s) and/or the failure of USS to point out any non-

compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance requirements hereunder, nor relieve Lessee or its contractor(s) of any of its obligations or liabilities hereunder. Moreover, acceptance by USS of insurance submitted by the Lessee and its Contractors does not relieve or decrease in any manner the liability of the Lessee and its contractor(s) for performance hereunder. The Lessee and its contractor(s) are responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

**D. In addition to its other remedies, USS may, at its sole option and without liability to Lessee, suspend the work and/or exclude Lessee from USS's premises until Lessee furnishes satisfactory evidence of its full compliance with the provisions hereunder.**

7. **Subcontractors** -- Lessee and its contractors(s) shall be responsible to obtain separate certificates from each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## FIRST AMENDMENT TO BUILDING AND ROOFTOP LEASE AGREEMENT

THIS AMENDMENT ("Amendment") is made and entered into as of November 1, 2007, by and between **UNITED STATES STEEL CORPORATION**, a Delaware corporation, successor (by conversion) to United States Steel LLC and remote successor to USX Corporation ("Lessor"), and **T-MOBILE SOUTH LLC**, a Delaware limited liability company, as successor in interest to Powertel/Birmingham, Inc. ("Lessee").

### RECITALS

- A. Lessor and Lessee entered into a Building and Rooftop Lease Agreement dated November 19, 1996 (the "Lease"), with respect to certain real estate located at 6200 E. J. Oliver Boulevard, Fairfield, Alabama.
- B. The Lease is currently in effect for the Second Renewal Term, which expires September 30, 2011.
- C. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee will have the right to modify its Antenna Facilities as described and depicted on **EXHIBIT A-1**, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted in **EXHIBIT A-1** in all respects. **EXHIBIT A-1** hereby supercedes and replaces Exhibit A of the Lease in its entirety.
2. As additional consideration for the new equipment depicted on **EXHIBIT A-1** of this Amendment, Lessee shall pay Lessor a new rent in the amount of Thirty-Six Thousand, Four hundred thirty-two and 00/100 Dollars (\$36,432.00) for the entire balance of the Second Renewal Term (equal to forty six months at Eighteen hundred and 00/100 (\$1,800.00), which rent shall be due and payable in full on January 1, 2008, and non-refundable thereafter.
3. The rent for the two remaining Renewal Terms of the Lease set forth in Paragraph 5 (b) of the Lease shall be increased as follows:

Third Renewal Term: \$25,476.48 per annum effective 10/1/2011 to 9/30/2016

Fourth Renewal Term: \$30,571.78 per annum effective 10/1/2016 to 9/30/2021

4. Lessee's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessee:

T-Mobile South, LLC  
31 Inverness Center Parkway, Suite 600  
Birmingham, AL 35242  
Attn: Lease Administrator  
Ref: Site #9BH0139A

With a copy to:

T-Mobile South, LLC  
12920 SE 38<sup>th</sup> Street  
Bellevue, WA 98006  
Attn: PCS Lease Adm.  
Ref: Site #9BH0139A

5. Lessor's notice addresses in the Lease are deleted in their entirety and replaced with the following:

If to Lessor:

President - USS Real Estate  
United States Steel Corporation  
600 Grant Street - Room 1683  
Pittsburgh, Pennsylvania 15219  
Telephone: (412) 433-4561  
Federal I.D. No.: 25-0996816

With a copy to:

General Manager - Southeast  
USS Real Estate  
United States Steel Corporation  
6200 E. J. Oliver Blvd.-Suite 183-C  
P. O. Box 599-Suite 183-C  
Fairfield, Alabama 35064  
Telephone: (205) 783-4701

6. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.
7. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third party consent or approval is required, Lessor has obtained any and all such consents or approvals.
8. The effective date of this Amendment shall be January 1, 2008, notwithstanding the date of execution hereof.

(Remainder of page intentionally left blank. See following page for signatures.)

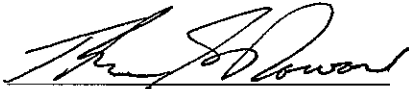
IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

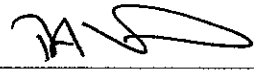
LESSOR:

LESSEE:

UNITED STATES STEEL CORPORATION

T-MOBILE SOUTH LLC

By:   
Name: Thomas G. Howard  
Title: General Manager - Southeast  
USS Real Estate, a division of  
United States Steel Corporation  
Date: 1/16/08

By:   
Name: Dean Davis  
Title: Interim Director Network Engineering + Operations  
Date: 1/23/08



**Exhibit A-1**

See Attached Site Plans

# UMTS EQUIPMENT ADDITIONS FOR

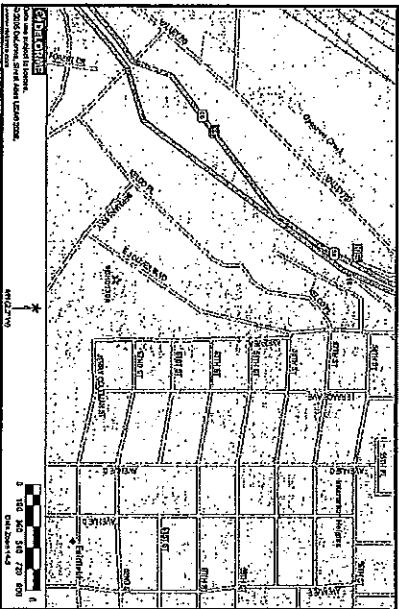
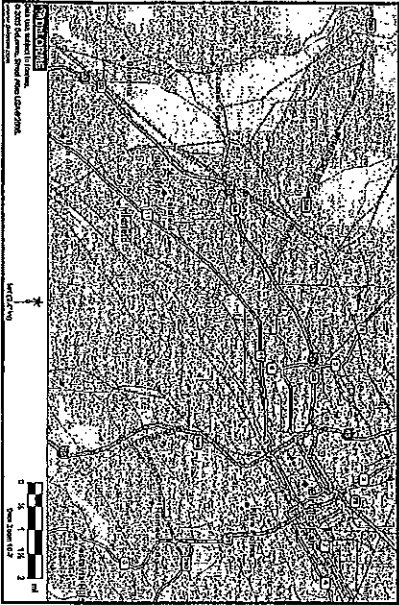
## T-MOBILE

### SITE #: 9BH0139A

### SITE NAME: FLINTRIDGE BLDG.

THIS PROJECT CONSISTS OF THE INSTALLATION OF NEW COMMUNICATION CABLEING, ANTENNAS, SERVICES AND ASSOCIATED WORK ON EXISTING T-MOBILE EQUIPMENT

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO BID AND TO THE COMMENCEMENT OF CONSTRUCTION



### AREA MAP

NOT TO SCALE

### KEY MAP

NOT TO SCALE

SITE LOCATION INFORMATION	
SITE I.D.:	9BH0139A
SITE NAME:	FLINT RIDGE BLDG
SITE ADDRESS:	6200 E.I. OLIVER BLVD. FAIRBIELD, ALABAMA 35094+
COUNTY:	JEFFERSON
JURISDICTION:	CITY OF FAIRBIELD
ZONING CLASSIFICATION:	D
SITE COORDINATES:	LAT: 33° 28' 35.076" LONG: 86° 55' 10.668"
TOWER TYPE:	ROOFTOP
TOWER HEIGHT:	80'
GRANTOR/LESSOR:	USK REALTY CONTACT: BOB CAWENA PHONE: (205) 763-2230
SOLUSIA CONTACT:	MARK WILLIAMS PHONE: (850) 729-0319
HARDY CONTACT:	TIM HARDY PHONE: (205) 655-1427

INDEX:	REV.	DATE:
T1 TITLE SHEET		
SPT1 GENERAL NOTES AND SPECIFICATIONS		
01 SITE PLAN		
02 RF NOTES & PROPOSED RF CONFIGURATION		
03 EXISTING RF CONFIGURATION		
04 RF DATA SHEET & ANTENNA AZIMUTH LAYOUT		
05 OUTDOOR FLEXIBLE WIRE FRAME DETAILS		
E1 ELECTRICAL SPECIFICATIONS		
E2 ELECTRICAL AND SOUNDING SPECIFICATIONS		
E3 ELECTRICAL AND SOUNDING PLAN		
E5 ELECTRICAL AND SOUNDING DETAILS		
E6 GROUNDING DETAILS		

LESSOR:

**T-Mobile**

1-MOBILE - BIRMINGHAM MARKET  
31 INVERNESS CENTER PARK, STE 600  
BIRMINGHAM, ALABAMA 35244  
PHONE: (205) 408-8312

ENGINEER:

**HARDY ENGINEERING, INC.**

209 LINDEN STREET  
TRUSSVILLE, ALABAMA 35173  
CONTACT: TIM HARDY  
PHONE: (205) 655-1427  
MOBILE: (205) 222-7563



100 COLONY SQUARE SUITE 1814  
1175 PEACHTREE STREET  
ATLANTA, GEORGIA 30361  
CONTACT: MARK WILLIAMS  
PHONE: (850) 729-0319

DRAWING SHEET:

T1









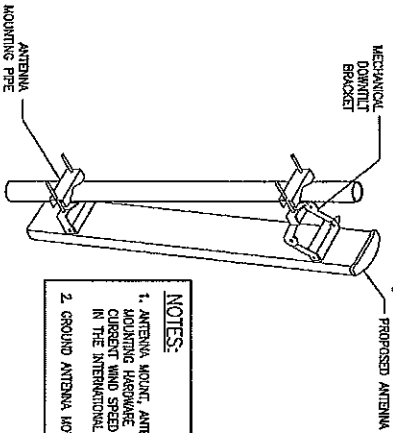
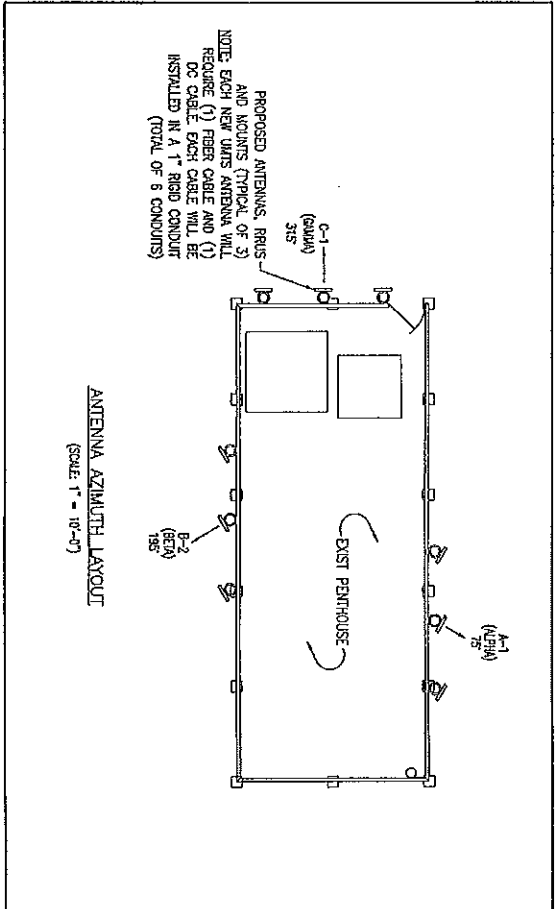


T-Mobile RF Configuration Data Sheet Option-1:

UMTS Phas: 1 Vn 0	Site ID	Room	Latitude	Longitude
UMTS Phas: 1 Vn 0	98H0139A	Room 0	33.47264	-86.51963
Cell: 072807	Site Type	Room		
Address: 209 E. Oliver Blvd, Prichard, AL 36067				
Existing Equipment				
Existing Equipment Type	Alpha	Beta	Gamma	
Number of Existing Antennas	2	2	2	
Existing Antenna Center Line (ft.)	80	80	80	
Existing Antenna Azimuth (true)	75	195	315	
Existing Mechanical Tilt (1900)	Unknown	Unknown	Unknown	
Existing Electrical Tilt (1900)	Unknown	Unknown	Unknown	
Existing Number of Feeders attached to and Existing Feeder Diameter	4	4	4	
Existing Feeder Length (ft.)	7/8"	7/8"	7/8"	
Radio Model for December 2008	45	100	125	
Current Radio Count from Survey	5	8	3	
Number of existing TMA (GSM)	8	8	4	
Changes to Current Antenna to accommodate UMTS				
Replacement Antenna Type	NA	NA	NA	
Replacement Antenna Dimensions (LxWxD)	0	0	0	
New Antenna Vendor	RFS	RFS	RFS	
Number of Antennas to be replaced	0	0	0	
Replacement Antenna Mechanical Tilt	Unknown	Unknown	Unknown	
Replacement Antenna Electrical Tilt 1900	TBD	TBD	TBD	
Replacement Antenna Electrical Tilt 1900	NA	NA	NA	
Additional UMTS Antenna				
New Antenna Type	RFS-APXV78-0001 1.8	RFS-APXV78-0001 1.8	RFS-APXV78-0001 1.8	
New Antenna Dimensions (inches) (LxWxD)	72 x 6.8 x 3.15	72 x 6.8 x 3.15	72 x 6.8 x 3.15	
New Antenna Vendor	RFS	RFS	RFS	
Number of New Antennas	1	1	1	
New Mechanical Tilt	0	0	0	
New Electrical Tilt 1900	TBD	TBD	TBD	
New Electrical Tilt 1900	NA	NA	NA	
New Antenna Center Line (ft.)	80	80	80	
New Azimuth	75	195	315	
New Antenna Hardware Configuration for GSM & UMTS				
Total Number of Feeds	4	4	4	
# Spare Feeds to be used for LMTS	0	0	0	
Number of New Feeders	0	0	0	
New Feeder Diameter	NA	NA	NA	
New Feeder Length (ft.)	NA	NA	NA	
Jumper Vendor/Type	TBD	TBD	TBD	
Number of New Jumper Top (Antenna)	0	0	0	
Number of New Jumper Bottom (RSS)	0	0	0	
TMA Vendor/Type	None	None	None	
Number of New TMA	0	0	0	
New Driver Vendor/Type	NA	NA	NA	
Number of New Driver	1	1	1	
Total Number of RET	1	1	1	
Combiner/Spiller Vendor	NA	NA	NA	
Combiner/Spiller Type	NA	NA	NA	

Comments: 2G Sector C is in coverage mode. RRU solution is being used.

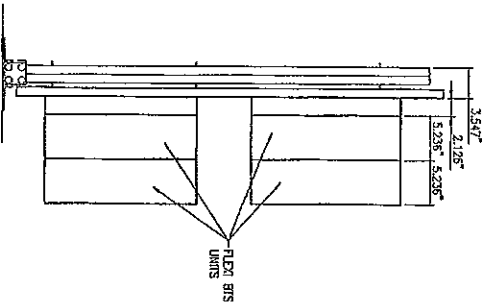
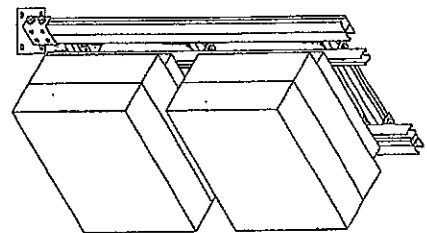
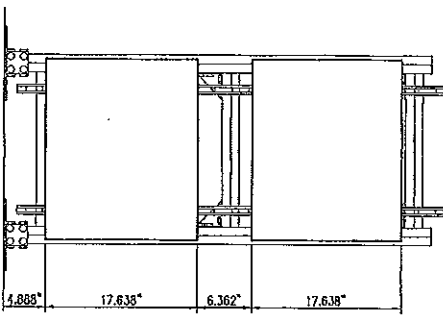
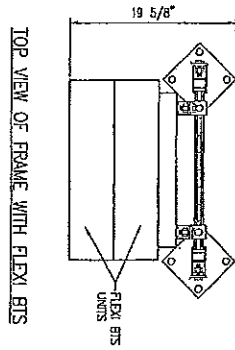
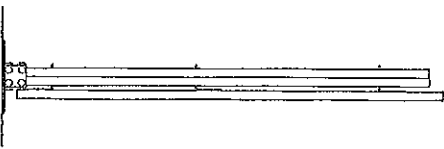
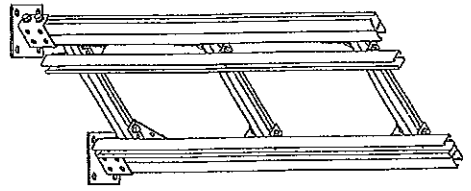
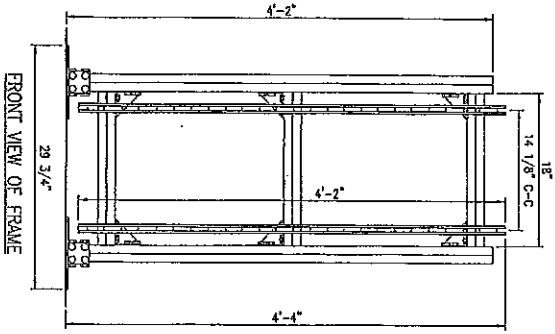
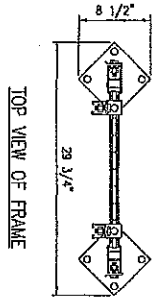
REVISIONS	BY	CHK BY	DATE



- NOTES:**
1. ANTENNA MOUNT, ANTENNA, AND CORRESPONDING MOUNTING HARDWARE MUST EXCEED THE CURRENT WIND SPEED PRINTING AS OUTLINED IN THE INTERNATIONAL BUILDING CODE, IBC 2000.
  2. GROUND ANTENNA MOUNTING PIPE PER DETAIL 1/R-5.

DATE:	8-10-07	DESIGNED BY:	R.M. NAOCARI
DATE:	8-10-07	DRAWN BY:	T.L. HARDY
DATE:	8-10-07	CHECKED BY:	T.L. HARDY
DATE:	8-10-07	APPROVED BY:	T.L. HARDY
DATE:	8-10-07	PROJECT:	98H0139A - SITE RUNOFF BLDG
DATE:	8-10-07	CLIENT:	BRUNING, ALABAMA
DATE:	8-10-07	SCALE:	NOT TO SCALE
DATE:	8-10-07	REVISION:	C4

**HARDY ENGINEERING, INC.**  
 ENGINEERING AND CONSULTING  
 209 JIMMIE STREET, P.O. BOX 708  
 TROUSVILLE, AL 35173  
 PHONE: (205) 655-1427 FAX: (205) 661-9027



ITEM	REVISIONS	BY	CHK.	BY	DATE

REVISIONS

DATE: 8-14-07  
 DRAWN BY: R.M. NACCARI  
 CHECKED BY: T.L. HARDY

**T.L. HARDY ENGINEERING, INC.**  
 ENGINEERING AND CONSULTING  
 209 LYDEN STREET, P.O. BOX 708  
 PRUSSVILLE, AL 36178  
 PHONE: (205) 688-4127 FAX: (205) 681-9827

STANDARD FOR T-MOBILE BIRMINGHAM, ALABAMA  
 STANDARD AS SHOWN  
 SI

**GENERAL SPECIFICATIONS:**

1. EXAMINE THE SITE CONDITIONS VERY CAREFULLY AND THE SCOPE OF PROPOSED WORK. NOTIFY THE ARCHITECT IMMEDIATELY IN WRITING OF ANY DISCREPANCIES OR OMISSIONS IN THE CONTRACT SUCH AS EQUIPMENT AND WORK NOT NECESSARY TO ACCOMMODATE THE ELECTRICAL SYSTEMS SHOWN AND SYSTEMS OF OTHER TRADES.
2. SUBMITTAL OF BID INDICATES THAT THE CONTRACTOR IS AWARE OF ALL JOB SITE CONDITIONS AND WORK TO BE PERFORMED UNDER THIS CONTRACT.
3. CONTRACTOR SHALL VERIFY ALL VENDORING, OPERATION TESTS AND EQUIPMENT WORK BEFORE A WRITTEN NOTICE OF ALL INQUIRIES TO THE PROJECT MANAGER LISTING ALL VENDORINGS, FACTY EQUIPMENT AND DISCREPANCIES.
4. CONTRACTOR SHALL OBTAIN ALL PERMITS BY ASSOCIATED FEES AND SCHEDULE INSPECTION AS WELL AS VERIFY ALL HEIGHTS WITH PROJECT MANAGER PRIOR TO INSTALLATION.
5. THE ENGINE SPECIFY SHALL BE STRICTLY ENFORCED USING LOCKING AND BONDING WITH OR WITHOUT AND PROPERLY GROUND GROUND CONDUITORS, BRACKETES AND EQUIPMENT BRANCH CIRCUITS SHALL BE PROVIDED WITH A FULL-SIZED EQUIPMENT GROUNDING CONDUCTOR RUN IN THE CIRCUIT'S CIRCUIT.
6. CONTRACTOR SHALL PROVIDE ALL LABOR, MATERIALS, INSURANCE, EQUIPMENT, INSTALLATION CONSTRUCTION TOOLS, TRANSPORTATION, ETC. FOR COMPLETE AND HANDSOMELY OPERATING SYSTEMS ENDED AND READY FOR USE THROUGHOUT AS INDICATED ON DRAWINGS, AS SPECIFIED HEREIN AND/OR AS OTHERWISE REQUIRED.
7. THESE PLANS ARE DISCUSSANT ONLY, FOLLOW AS CLOSELY AS POSSIBLE.
8. PRIOR TO BEGINNING WORK CONTRACTOR ALL POWER AND TELL WORK WITH THE LOCAL UTILITY REGULATIONS OF THE UTILITIES PROVIDED.
9. DURING PROGRESS OF THE WORK, MAINTAIN AN ACCURATE RECORD OF THE INSTALLATION OF THE ELECTRICAL SYSTEMS, LOCATING EACH CIRCUIT PRESENTLY AND DISCONNECTING EQUIPMENT, CIRCUIT AND CABLE LOCATIONS. UPON COMPLETION OF THE INSTALLATION, TURNER ALL RECORDS WITHIN AND CABLE LINE PRINTS OF THE GENERAL DRAWINGS AND SUBMIT THESE DRAWINGS AS RECORD DRAWINGS TO THE ARCHITECT.
10. COMPLETE JOB SHALL BE GUARANTEED FOR A PERIOD OF ONE (1) YEAR AFTER THE DATE OF JOB ACCEPTANCE BY OWNER. ANY WORK UNDER OR EQUIPMENT FOUND TO BE FAULTY DURING THE PERIOD SHALL BE CORRECTED AT ONCE UPON WRITTEN NOTIFICATION. AT THE DISCRETION OF THE CONTRACTOR.
11. CONTRACTOR IS RESPONSIBLE FOR REQUESTING CONNECTION OF COMMERCIAL POWER FROM THE POWER COMPANY. ELECTRICAL CONTRACTOR SHALL COORDINATE THIS WORK WITH THE GENERAL CONTRACTOR.
12. SEW, RAINWATER CONDUITS AND AIRWAY CONDUITORS WITHIN CONCRETE ENTRENCH THE PROPOSED SCHEDULED LOCATIONS WITHIN PREVENTION OCCURS WITH A SLOTTED SCHEMATIC TO PREVENT FISHING THROUGH WITH BOLDING/SHEATH.
13. REPORT IN LISTED PRE-DRIVE WORK PERFORMATIONS
14. WHEN APPLICABLE, LOCATE ALL PENETRATIONS SUCH THAT ALL REINFORCEMENT CONTAINED WITHIN THE EXISTING BUILDING CONSTRUCTION REMAINS UNHARMED AND UNDISTURBED. SHARP LOCATIONS METHOD TO THE PROJECT MANAGER FOR APPROVAL. FLOOR TO EXISTENCE.
15. MAKE NECESSARY CONNECTIONS FOR BATTERY IN EMERGENCY LIGHT FIXTURE. CONTACT EXTERIOR LIGHT THROUGH OPERATOR OF EXISTING MANUFACTURING TO EXISTING CONDUIT BOX.
16. DELIVER ALL BROCHURES, OPERATING MANUALS, CONDUITS AND SHOP DRAWINGS TO THE PROJECT MANAGER AT JOB COMPLETION. PROVIDE MAINTENANCE MANUALS FOR MECHANICAL EQUIPMENT. APPLY MAINTENANCE LABELS TO MECHANICAL EQUIPMENT.
17. THE ENTIRE ELECTRICAL INSTALLATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE AMENDMENTS 250 & 810 AND THE ULTIMATE COMPANY STANDARDS.
18. CONTRACTOR TO REMOVE ONE (1) PERCENT EXCESS OF ONE (1) CONTRACTOR TO VERIFY T-ABLE.
19. OBTAIN PERMITS OF ALL GOVERN AGENCIES FROM WORK AND LEAVE WORK IN A COMPLETE AND FINISHED CONDITION. ALL WORK SHALL BE COMPLETED AND ALL MATERIALS AND EQUIPMENT MATERIAL, OBSERVED BY THE CONTRACTOR. ORDER THIS INCURRED BY THE DRAWINGS TO THE OWNER IN GOOD CONDITION. OWNER SHALL RECEIVE UPON DELIVERY.

REV	REVISIONS	BY	CHK BY	DATE

**ELECTRICAL NOTES**

21. VERIFY ALL EXISTING CONDITIONS PRIOR TO REMOVE AND NEW WORK. MAINTAIN POWER TO ALL OTHER FIELDS & CIRCUITS NOT SPECIFIED FOR REMOVAL.
22. WIRING SHALL BE AND SHIMMED COPPER WITH THIN ON THE INSULATION. #12 WIRING, INSULATED IN 1/2" MINIMUM CONDUIT. SHALL BE INSULATED 422 AWG. NO. 66 ROCKET CABLE IS PERMITTED. CONDUITS SHALL BE SURFACE MOUNTED. HARDWARE CONDUITS SHALL BE INSTALLED A MINIMUM OF 7'-6" AFF.
23. WIRING DEVICES AND EQUIPMENT SHALL BE UL LISTED AND SPECIFICATION CODE.
24. MATERIALS SHALL BE NEW AND CONFORM TO THE APPLICABLE STANDARDS ESTABLISHED FOR EACH ITEM BY THE ORGANIZATIONS LISTED BELOW:
  - AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)
  - INTERNATIONAL LABORATORY (I.L.)
  - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
  - NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)
  - NATIONAL ELECTRICAL SAFETY (N.E.S.)
  - THE NATIONAL ELECTRICAL SAFETY CODE (N.E.S.C.)
  - THE LIFE SAFETY CODE (NFPA 10)
  - LOCAL BUILDING CODES
25. INSTALLATION OF MATERIALS SHALL COMPLY WITH REGULATIONS OF:
  - THE NATIONAL ELECTRICAL SAFETY CODE (N.E.S.C.)
  - THE LIFE SAFETY CODE (NFPA 10)
  - LOCAL BUILDING CODES
26. OUTLET AND JUNCTION BOXES SHALL BE ZINC-COATED OR GALVANIZED PLATED STEEL, NOT LESS THAN 4" SQUARE, AND SURFACE FOR THE TYPE SERVICE AND BUTLER, OUTLET AND JUNCTION BOXES SHALL BE SURFACE MOUNTED AND LABELLED WITH BRANCH CIRCUIT BREAKER NUMBER.
27. USE 1/4" EMPLOYER SIZED FROM 1" WIRE. SHALL BE USED FOR THROUGH HOLES.
28. WIRE CONDUITS SHALL BE INSTALLED IN BUT UNLESS NOTED OTHERWISE OUTDOOR CONDUITS SHALL BE GALVANIZED STEEL. CONDUITS SHALL BE USED FOR THROUGH HOLES. BUT IS USED IF SHALL BE WITH ONLY LISTED CONDUITION FINISHES. NO SET SCREW FINISHES SHALL BE ALLOWED.
29. CONDUIT:
  - RIGID CONDUIT SHALL BE UL LABEL, GALVANIZED ZINC COATED WITH ZINC INTERIOR AND SHALL BE USED IN ALL EXTERIOR CONDITIONS.
  - ELECTRICAL UTILITY TUBING SHALL USE UL LABEL. FINISHES SHALL BE GALVANIZED STEEL OR POLYETHYLENE. FINISH SHALL BE USED FOR THROUGH HOLES.
  - LIQUID-TIGHT FLEXIBLE METAL CONDUIT SHALL BE UL LISTED AND SHALL BE USED FOR THROUGH HOLES TO MECHANICAL STRUCTURE & RECESS AND WHERE PROTECTION FROM MECHANICAL DAMAGE IS REQUIRED. FINISH SHALL BE GALVANIZED STEEL OR POLYETHYLENE. FINISH SHALL BE USED FOR THROUGH HOLES.
  - CONDUIT BUSES SHALL BE SURFACE MOUNTED OR CEILING OR WALLS UNLESS NOTED OTHERWISE. FINISH SHALL BE GALVANIZED STEEL OR POLYETHYLENE. FINISH SHALL BE USED FOR THROUGH HOLES.
  - CONDUIT SHALL BE USED FOR THROUGH HOLES. FINISH SHALL BE GALVANIZED STEEL OR POLYETHYLENE. FINISH SHALL BE USED FOR THROUGH HOLES.
  - CONDUIT SHALL BE USED FOR THROUGH HOLES. FINISH SHALL BE GALVANIZED STEEL OR POLYETHYLENE. FINISH SHALL BE USED FOR THROUGH HOLES.

DATE BY	DATE	BY	DATE
R.M. NACCARI	8-13-07	T.L. HARDY	8-13-07

**ELECTRICAL SPECIFICATIONS**

1. UNDERGROUND ELECTRICAL SERVICE SHALL BE MAINTAINED DURING THE ENTIRE LIFE OF THE BUILDING. ALL ELECTRICAL SERVICE SHALL BE INSTALLED IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE, AS AMENDED, AND ALL NECESSARY PERMITS SHALL BE PROVIDED AS REQUIRED TO MAINTAIN ELECTRICAL SERVICE. TEMPORARY SERVICE FACILITIES AS REQUIRED AT ANY TIME SHALL NOT BE DISCONNECTED OR REMOVED UNTIL THE SERVICE EQUIPMENT IS IN PROPER OPERATION. THE SERVICE SHALL BE INSTALLED ON THE DATE THE ETC. THE SERVICE WILL BE INTERFERED AND THE ASSES AFFETED. THIS REQUEST SHALL BE MADE IN SUFFICIENT TIME FOR PROPER ARRANGEMENTS TO BE MADE. WRITTEN PERMISSION SHALL BE OBTAINED FROM THE OWNER BEFORE INTERFERING ELECTRICAL SERVICE.
2. COORDINATE WITH OTHER TRADES TO AVOID INTERFERENCE. THE ENGINEER DECIDES WHICH WORK IS TO BE RELOCATED, REGARDLESS OF ALL EQUIPMENT WITH 1" WIRE AND EQUIPMENT LOCATIONS AND POWER REQUIREMENTS. CONTRACTOR SHALL VERIFY ALL EQUIPMENT WITH 1" WIRE AND UTILITY COMPANY.
3. VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES AND RECORDS PRIOR TO ANY EXCAVATION.
4. ALL ELECTRICAL EQUIPMENT OUTSIDE SHALL BE NEMA 3R RATED.
5. CONTRACTOR SHALL CORRECTIVE ALL INSPECTIONS AND CERTAIN POINT CO. APPROVAL.
6. CONDUIT BUNDLES INTO OUTDOOR EQUIPMENT SHALL BE MADE FROM THE EXISTING SEAL. THIRT SHALL BE KEPT TO A MINIMUM LENGTH OF 4'-6". ALL EXPOSED CONDUIT SHALL BE RIGID GALVANIZED CONDUIT OR LIQUID TIGHT FLEXIBLE CONDUIT.
7. PHASE MARKINGS SHALL BE USED AT ALL POWER CONDUIT TERMINATIONS.
8. CONTRACTOR SHALL CORRECTIVE METEOR SOCKET LOCATION AND TYPE WITH THE LOCAL POWER COMPANY.
9. CONTRACTOR SHALL CORRECTIVE LOCATION AND POWER REQUIREMENTS OF ALL EQUIPMENT WITH EQUIPMENT SUPPLIES PRIOR TO INSTALLATION.
10. ALL DISCONNECT SWITCHES SHALL BE GIVE TAKE CONIC BREAK HEAVY DUTY HOUSE ELEMENT. ALL DISCONNECT SWITCHES SHALL BE DISCONNECT WITH THE DELTA-COULT ELEMENT.
11. ALL CONDUITS CROSSING ON TOP OF THE EQUIPMENT PAD SHALL BE SECURED TO THE PAD WITH TWO-HOLE STRAPS AND MOUNTED EVERY 4' MAX. ALL CONDUITS HANGING UNDER A PLASTERING WILL BE SECURED WITH HANGERS EVERY 2'-6" MAX.
12. THE ELECTRICAL CONTRACTOR, UPON COMPLETION OF HIS WORK, SHALL PROVIDE AS-BUILT INFORMATION ON EXACT LOCATIONS OF UNDERGROUND SERVICES. INFORMATION SHALL BE GIVEN TO THE GENERAL CONTRACTOR FOR RECORD IN FINAL AS-BUILT DOCUMENTS TO BE GIVEN TO THE OWNER.
13. JUNCTION UNIFORM OF 12" SEPARATION BETWEEN POWER, TELEPHONE, AND GAS PIPING. ALL CONDUIT/PIPING SHALL BE BURIED 24" MINIMUM BELOW FINISHED GRADE.
14. ALL ALUMINUM AND COPPER LEADS SHALL BE RUN IN SEPARATE CONDUITS.
15. EXPOSED BARS OF ALL UNSUPPORTED LEADERS SHALL BE FITTED WITH MANUFACTURED PLASTIC BVD CAPS AS REQUIRED.
16. ALL WIRING SHALL BE THIN/TWO COPPER UNLESS NOTED OTHERWISE.

DATE BY	DATE	BY	DATE
R.M. NACCARI	8-13-07	T.L. HARDY	8-13-07

<b>HARDY ENGINEERING, INC.</b> ENGINEERING AND CONSULTING 209 LINDELL STREET, P.O. BOX 706 PRUSSVILLE, AL 36178 PHONE: (205) 653-1427 FAX: (205) 661-9027	STANDARD FOR T-MOBILE BRANDENBURG, ALABAMA AS SHOWN	DATE	SHEET NO.
		DATE	SHEET NO.









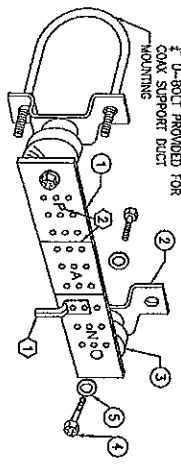


NEWTON INSTRUMENT COMPANY, INC. BIRMINGHAM, N.C.		
NO.	PART NO.	DESCRIPTION
1	003056	1'-4" X 20" GND. BAR
2	A-6056	WALL MFG. BRKT.
3	3061-4	INSULATORS
4	3012-1	5/8"-1 1/4" H.M.C.S.
5	3015-8	5/8 LOCKWASHER

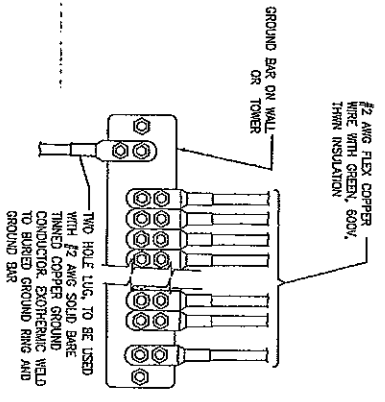
- NOTES:
1. TWO-WIRE LINE PANEL CONNECTIONS USE #12 AWG STRANDED COPPER CONDUCTOR. REPAIR CONDUCTORS TO MATCH COLORED BAR AND CONNECT WITH TWO-WIRE LUG.
  2. USE ADAPTER WASHER TO SPAC RE LUGS BETWEEN EACH SECTION AND LABEL EACH SECTION "A", "X", "Y" WITH 1/2" HIGH LETTERS.

EACH GROUND CONDUCTOR TERMINATING ON ANY GROUND BAR SHALL HAVE AN IDENTIFICATION TAG ATTACHED AT EACH END THAT WILL IDENTIFY ITS ORIGIN AND DESTINATION.

- SECTION "A" - SURGE PROTECTORS
- INTERNAL GROUND RING (#2)
  - EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
  - METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
  - BUILDING STEEL (IF AVAILABLE) (#2)
- SECTION "X" - SURGE PROTECTORS
- INTERNAL GROUND RING (#2)
  - EXTERNAL EARTH GROUND FIELD (BURIED GROUND RING) (#2)
  - METALLIC COLD WATER PIPE (IF AVAILABLE) (#2)
  - BUILDING STEEL (IF AVAILABLE) (#2)

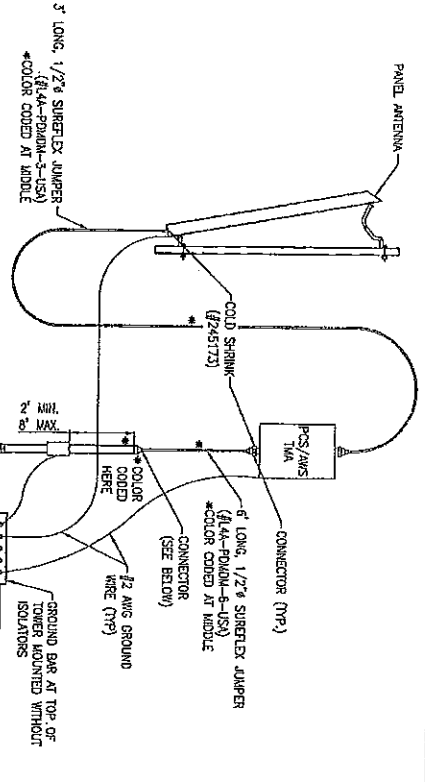


GROUND BAR DETAIL (NOT TO SCALE)



GROUND BAR DETAIL (NOT TO SCALE)

REV	REVISIONS	BY	CHK. BY	DATE



NOTES

1. ATTACH GROUND BAR TO THE EXISTING TOWER USING STANDARD ADAPTER (ISOLATORS).
2. ATTACH GROUND BAR TO THE EXISTING TOWER USING STANDARD ADAPTER (WITHOUT ISOLATORS). INSTALL ONLY WHEN BIRD CENTERS EXCEEDS 200'. (SEE SUPPORT & GROUND TOWERS ONLY.)

ANTENNA CABLE GROUNDING SCHEMATIC (NOT TO SCALE)

DATE:	BY:	DATE:	BY:	DATE:	BY:
8-10-07	R.M. NACCARI	8-10-07	T.L. HARDY	8-10-07	T.L. HARDY

ENGINEERING AND CONSULTING  
200 DUNDEN STREET, P.O. BOX 708  
MONTICELLO, AL 36173  
PHONE: (205) 656-1487 FAX: (205) 661-9027

STANDARD  
BIRMINGHAM, ALABAMA  
AS SHOWN

## **BUILDING AND ROOF LEASE AGREEMENT**

**THIS BUILDING AND ROOF LEASE AGREEMENT** ("Lease") entered into this 19th day of November, 1996, by and between **USX CORPORATION**, a Delaware corporation ("Lessor"), and **POWERTEL/BIRMINGHAM, INC.**, a Missouri corporation ("Lessee").

**WHEREAS**, Lessee desires to operate wireless communications antennae and dishes to be erected on the roof of a building owned by Lessor and to lease space on the roof upon which Lessee may install a cabinet, vault, or panel to house Lessee's wireless communications equipment; and

**WHEREAS**, Lessor desires to lease unto Lessee certain portions of the roof of a building owned by Lessor subject to the terms of this Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein the parties agree as follows:

- 1. Premises.** Lessor leases unto Lessee the right to mount and operate wireless communications antennae and dishes in such quantities and at certain locations on the roof as Lessee deems reasonable or necessary, subject to the approval of Lessor, on the roof of a building owned by Lessor in the City of Fairfield, County of Jefferson, Alabama, having a street address of 6200 E. J. Oliver Boulevard, which is more commonly known as the Flintridge Building ("Building"), which is located on certain real property described in "**EXHIBIT A**" attached hereto ("Property"). Lessor also grants Lessee the right to install a cabinet, vault, or panel in a penthouse on the roof of the Building or, alternatively, directly on the roof of the Building to house Lessee's communication equipment. Lessee may run coaxial cable between the equipment and the antennae and dishes (collectively "Equipment") located on the roof (the roof and any other space occupied by Lessee in or on the Building are hereinafter collectively referred to as the "Premises"). Lessee may also install or improve existing utilities including but not limited to electrical and telephone service to the Equipment. Lessee may also install an electrical grounding system or improve any existing electrical grounding system located on the Building to provide the greatest possible protection from lightning damage to the Equipment.
- 2. Term.** This Lease shall have an initial term of five (5) years commencing the 1st day of October, 1996, notwithstanding the date of execution hereof, and continuing thereafter until the 30th day of September, 2001 ("Initial Term").

3. **Renewal Terms.** Lessee shall have the right to extend this Lease on the same terms contained herein for four (4) additional period(s) of five (5) years ("Renewal Terms"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease except that Rent shall increase as provided in Paragraph 5(b). This Lease shall automatically be renewed, unless terminated as provided herein, for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect.

4. **Use.** The Premises shall be used by Lessee solely for the receipt and transmission of wireless communication signals.

5. **Consideration.**

(a) **Initial Term.** As consideration for the use of the Premises described herein and all utilities consumed by the Equipment, Lessee shall pay Lessor the sum of Eight Thousand Four Hundred and No/100 Dollars (\$8,400.00) per annum ("Rent") payable in advance for the entire Initial Term (\$42,000.00) on the Commencement Date and on each anniversary of the Commencement Date throughout any Renewal Term.

(b) **Renewal Term.** In the event that Lessee elects to renew this Lease as provided in Paragraph 3, Rent shall accrue during the Renewal Term according to the following schedule:

First Renewal Term	\$10,080.00	per annum
Second Renewal Term	\$12,096.00	per annum
Third Renewal Term	\$14,515.20	per annum
Fourth Renewal Term	\$17,418.24	per annum

(c) Rent shall be payable to the order of "USX Corporation" and mailed to: USX Realty Development, P. O. Box 640104, Pittsburgh, Pennsylvania 15264-0104.

6. **Taxes.** Lessor shall be responsible for the payment of any ad valorem taxes and other taxes which may be assessed on the Premises or the Property and Building of which the Premises is a part. Lessee shall be responsible for the payment of personal property taxes on the Equipment which may be located on the Premises.

7. **Utilities.** Lessee may also install or improve existing utilities including but not limited to electrical, telephone, and fiber optics service to the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee may utilize existing panels and connections within or upon the Building for the connection of telephone and electrical utilities to service the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee may also install an

electrical grounding system or improve any existing electrical grounding system located on the Building to provide the greatest possible protection from lightning damage to the Equipment, so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessor shall not be responsible for any interference with Lessee's receipt and transmission of wireless communication signals or any damage to Lessee's Equipment caused by interruption of any utility services related to the Premises or the Building.

**8. Disclaimer.** Lessee agrees that the Premises have been inspected by Lessee or its duly authorized agent and that said Premises are leased by Lessee as a result of such inspection and not upon any representations, agreements, or warranty made by Lessor. Lessee accepts the physical condition of the Premises "**AS IS, WHERE IS, WITH ALL FAULTS**" and hereby releases Lessor from any liability of any nature arising from or in connection with the physical condition of the Premises, including without limitation, latent defects or environmental contamination.

**9. Conditions Precedent.** Lessee's obligation to perform under this Lease shall be subject to and conditioned upon:

(a) Lessee securing appropriate approvals for Lessee's intended use of the Premises from the Federal Communications Commission and any other federal, state, or local regulatory authority having jurisdiction over Lessee's proposed use of the Premises ("Governmental Approval").

(b) Lessee shall have the right to obtain a title report or commitment for a title policy from a title insurance company of its choice. If, in the opinion of the Lessee, such title report shows any defects of title or liens or encumbrances which adversely affect Lessee's use of the Premises or Lessee's ability to obtain financing, Lessee shall have no obligation to perform under this Lease.

Lessee's inability to successfully satisfy these conditions or the occurrence of any other event which effectively prohibits Lessee's intended use of the Premises shall relieve Lessee from any obligation to perform under this Lease and shall entitle Lessee to restitution of any Rent (without interest) which may have been paid in advance to Lessor.

**10. Maintenance and Repair.** Lessor shall have no obligation to maintain and repair the Premises. Lessee shall have the right to maintain and repair the Premises at its sole cost and expense, subject to the prior written consent and approval of Lessor. Lessee shall maintain its Equipment and any personal property installed by Lessee on the Premises at its sole cost and expense. Any damage to the Premises or the Building caused by Lessee, its employees, agents, or invitees, shall be promptly repaired at the sole cost and expense of Lessee. If Lessee fails to make any repairs to the Premises or the Building occasioned by the acts of Lessee, its employees, agents, or invitees, Lessor may, at its option, cause such repairs to be made and demand reimbursement from Lessee for the cost of the repairs. Lessor shall provide Lessee with not less than thirty (30) days advance written

notice of any maintenance or repair to the roof of the Building which may require a temporary relocation of the Equipment or which might otherwise interfere with Lessee's Wireless Communications Activities. Lessor covenants that any maintenance or repair work to the roof shall be coordinated with Lessee and shall be conducted in such a manner as to prevent unreasonable interference with Lessee's Wireless Communications Activities. Should the repairs and maintenance to the roof conducted by Lessor require the relocation of Lessee's Equipment, Lessee shall be solely responsible for the costs and expenses of relocation which may be incurred by Lessee as a result of the repairs or maintenance to the roof made by Lessor.

11. **Insurance.** Lessee shall maintain insurance coverage for public liability, personal injury, death, and property damage under a policy of general liability insurance with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) in property damage. Lessee shall maintain such fire, extended coverage and other casualty insurance ("Casualty Insurance") insuring any of Lessee's Equipment located on the Building. Lessee shall not be responsible for any contribution or reimbursement of premiums paid by Lessor for policies of Extended Fire and Casualty Insurance procured by Lessor. Lessee shall name Lessor as an **additional insured** on all policies of commercial general liability insurance procured by Lessee pursuant to this Lease. Said policies shall provide that Lessor shall be given thirty (30) days advance written notice prior to cancellation of these policies of insurance.

12. **Indemnity.** Lessee shall defend, indemnify, and hold harmless Lessor from and against any claims, costs, actions, liens, fines, judgments, settlements, or other liabilities for personal injury, death, or property damages arising from or in connection with Lessee's, its contractors and agent's, activities on the Premises, Property, and Building. Lessee agrees to pay Lessor's attorney's fees and other legal expenses incurred by Lessor under this Paragraph.

13. **Lessee's Personal Property.** Lessee shall have the right to place upon the Premises, from time to time, such equipment panels, cabinets or vaults, communication antennae, dishes, emergency power systems, and other personal property as Lessee so desires and may remove the same at any time so long as such activities do not interfere with Lessor's utilities related to the Building, maintenance of the Building, or other operations. Lessee shall have the right during the term of this Lease and upon termination of this Lease whether by lapse of time or otherwise to remove the Equipment installed in or placed upon the Premises, provided that Lessee is not in default of this Lease. Upon termination of this Lease, Lessee shall remove its Equipment from the Premises and repair any damage occasioned to the Premises or the Building by the removal of the Equipment. The Equipment and other personal property owned by Lessee which Lessee anticipates shall be located on the Premises are described on the drawing attached hereto as "**EXHIBIT B**". Any personal property owned by Lessee which is located on the Premises whether affixed or attached to the Building shall remain the exclusive property of Lessee without regard to whether the personal property is described on "Exhibit B".

14. **Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within sixty (60) days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof); provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon thirty (30) days' written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Lessee's Equipment or business; or

(c) By either party for any reason or no reason at all upon six (6) months advance written notice to another party.

(d) In the event Lessor shall have terminated this Lease for any reason other than a default by Lessee, Lessor agrees to make a prorata restitution of the Rent for the unexpired term of the Lease.

15. **Quiet Enjoyment.** Lessor warrants and represents that Lessor will protect, defend and indemnify Lessee against any interference with Lessee's use and quiet enjoyment of the Premises.

16. **Lessor's Representations and Warranties.** Lessor represents and warrants that it has good and marketable title to the Building and the Property of which the Premises are a part, that it has the full right and authority to enter into this Lease and the undersigned represent and warrant that they have the authority to enter into this Lease on behalf of Lessor and to bind Lessor to the terms of this Lease.

17. **Subordination.** Lessee acknowledges that this Lease shall be and remain subordinate to any and all mortgages, deeds of trust, or other liens or encumbrances which presently encumber the Premises, the Building, or the Property, or which Lessor may hereafter place upon the Premises, the Building, or the Property; however, Lessor shall use reasonable good faith efforts to obtain a non-disturbance and attornment agreement between any such mortgagee and Lessee which provides in pertinent part that Lessee's possession of the Premises shall not be disturbed in the event of a default by Lessor under the mortgage, deed of trust, or lien, unless Lessee shall also be in default under the terms of this Lease.

18. **Environmental Audit.** Prior to Lessee taking possession of the Premises, Lessee may request Lessor to contract with a mutually agreed environmental consultant for the preparation of an environmental audit of the Premises, the Building, and/or the Property, which audit shall be at the sole cost and expense of Lessee. Lessor shall provide Lessee a



copy of the audit for review. If the audit reveals that the Premises, the Building, and/or the Property, are not free of contaminants, oils, asbestos, radon, PCB's, hazardous substances or wastes as defined by federal, state, or local environmental laws, regulations, or administrative orders or other materials, the removal of which is required or the maintenance of which is prohibited, regulated, or penalized by any federal, state, or local government authority ("Hazardous Materials"), Lessee shall not be entitled to any environmental indemnification regardless of whether the environmental audit identified or failed to identify any pre-existing environmental condition on the Premises, the Building, and/or the Property, and Lessee shall not be obligated to take possession of the Premises under this Lease. This Lease may be terminated by Lessee upon written notice to Lessor if Hazardous Materials are discovered to exist upon, about, or beneath the Premises, and/or the Building, after Lessee takes possession of the Premises, and Lessee shall be entitled to a prorated refund of the Rent paid to Lessor under this Lease.

**19. Interference With Lessee.**

(a) Lessee acknowledges and agrees that Lessor shall have the right to enter into leases with one or more companies for the use of the Building and the Property to operate wireless communication equipment similar to that of Lessee. Lessee may conduct an interference analysis of the proposed wireless communications activities of such other companies. Lessor and Lessee agree that Lessee and such other companies shall co-exist on the Premises, the Building, and the Property on the principle of "first in time, first in right", meaning that the companies that install and begin operating their wireless communications equipment first in time shall have the absolute right to require the other companies that install and begin operating their wireless communications equipment next in time to eliminate any unreasonable interference with the first in time companies' receipt and transmission of wireless communication signals caused by the next in time companies. In the event Lessee determines that the activities of such next in time companies unreasonably interfere with Lessee's receipt and transmission of wireless communication signals, Lessor shall make reasonable good faith efforts to require such next in time companies to cease or modify the operation of their wireless communication equipment until the interference can be resolved to the reasonable satisfaction of Lessee. Lessor shall only be obligated to restitution of Rent for the unused Initial Term or Renewal Term as the case may be and shall not be liable to Lessee for any damages arising out of such interference if such interference can not be resolved to the reasonable satisfaction of Lessee. Lessee agrees that it shall cause no unreasonable interference with the receipt or transmission of wireless communication signals of any first in time companies or Lessor, its successors and assigns.

(b) Lessee acknowledges that Lessor shall enter into a lease contemporaneously herewith with Nextell to operate wireless communication equipment similar to that of Lessee. Lessor acknowledges and agrees that it has met with representatives of Nextell and that Lessee and Nextell have determined to their own satisfaction that their co-existing operations of their wireless communications equipment shall cause no

interference with the other's operations. For the purposes of Paragraph 19(a), Lessee and Nextell shall both be deemed a first in time company.

**20. Successors and Assigns.** This Lease shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of Lessor and Lessee.

**21. Notices.** Any notice, report, statement, approval, consent, designation, demand, or request to be given by a party under the provisions of this Lease shall be effective only when made in writing and delivered personally or mailed to the other party at the applicable address set forth herein. Any party may designate a different address by giving the other party written notice of the change.

Lessor:                      President - USX Realty Development  
   USX Corporation  
   600 Grant Street - Room 2656  
   Pittsburgh, Pennsylvania 15219  
   Telephone: (412) 433-4561  
   Federal I.D. No.: 25-0996816

With copy to:              General Manager - Southeast  
   USX Realty Development  
   USX Corporation  
   6200 E. J. Oliver Boulevard  
   P. O. Box 599  
   Fairfield, Alabama 35064  
   Telephone: (205) 783-4126

Lessee:                        Powertel/Birmingham, Inc.  
   1239 O. G. Skinner Drive  
   West Point, Georgia 31833  
   Attention: Real Estate Department

**22. Compliance with Law.** Lessee shall comply with the laws, ordinances, rules and regulations of all applicable federal, state, county, and city governments, bureaus, and departments concerning the placement of antennae, and shall procure and maintain all necessary licenses and permits at its sole cost and expense. Lessor shall cooperate by taking any reasonable actions which are essential to Lessee's compliance and procurement efforts.

**23. Further Acts.** Lessor and Lessee agree to execute any additional documents or take any acts which may reasonably be required to effect the terms or the intent of this Lease including but not limited to the execution of a memorandum of lease.

24. **Access.** Lessee shall furnish Lessor with a list of personnel who are authorized by Lessee ("Authorized Personnel") to service, maintain, or inspect Lessee's Equipment. Access of Authorized Personnel to Lessee's Equipment and the Premises shall be provided by Lessor on a twenty four (24) hours, seven days a week basis, subject to reasonable security restrictions imposed by Lessor.

25. **Lessee's Default.** If Lessee shall fail to make any payment of Rent within thirty (30) days of the date when due or if Lessee shall fail to keep and perform any express written covenant of this Lease and shall continue to default for a period of thirty (30) days after Lessee has received written notice of such default and demand of performance from Lessor, Lessor may commence judicial proceedings in the state or federal courts of the State of Alabama, the jurisdiction of which Lessee hereby consents. However, if any default shall occur (other than in the payment of Rent) which cannot be cured within a period of thirty (30) days and Lessee, prior to the expiration of thirty (30) days from and after the giving of notice as aforesaid, commences to eliminate such default and proceeds diligently to take steps to cure the same, Lessor shall not have the right to declare the term ended by reason thereof. In no event shall Lessor be entitled to accelerate Rent due from Lessee or to take possession of the Premises or personal property owned by Lessee on the Premises. It shall be the duty of the Lessor in any event of default to use its best efforts to mitigate Lessee's damages.

26. **Assignment and Subleasing.** This Lease shall not be assigned or transferred in any way by Lessee nor shall the Premises or any part thereof be sub-leased by Lessee without the prior written consent of Lessor.

27. **Miscellaneous.**

(a) Except as provided herein, each party in any litigation arising hereunder shall pay its own attorney's fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within ten (10) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of Lessor and Lessee, and supersedes all offers, negotiations, and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Lease must be in writing and executed by Lessor and Lessee.

(d) If either Lessor or Lessee is represented by a real estate broker in this transaction, that party shall be fully responsible for any fees due such broker and shall hold the other party harmless from any claims for commission by such broker.

(e) Lessor agrees to cooperate with Lessee in executing any documents necessary to protect Lessee's rights under this Lease or Lessee's use of the Premises and to take any further action which Lessee may reasonably require as to effect the intent of

this Lease, including the execution of a Memorandum of Lease and the presentation of Non-Disturbance and Attornment Agreements to all mortgagees, lien holders, and ground lessors.

(f) This Lease shall be construed in accordance with the laws of the State of Alabama.

(g) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.

(h) Lessee may file, at its sole cost and expense, of record in the Probate Office of Jefferson County, a Memorandum of Lease which sets forth the names and addresses of Lessor and Lessee, the legal description of the Premises, the Building, and the Property, the duration of the Initial Term and the quantity and duration of the Renewal Terms.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**LESSOR:**

**USX CORPORATION**

APPROVED:  
AS TO FORM  
LAW DEPT.  
*MAP*

**ATTEST:**

By: \_\_\_\_\_  
Title: Assistant Secretary

By: *A. E. Ferrara, Jr.*  
A. E. Ferrara, Jr., President  
Title: \_\_\_\_\_  
USX Realty Development,  
a Division of U. S. Steel Group,  
USX Corporation

**LESSEE:**

**POWERTEL/BIRMINGHAM, INC.**

**ATTEST:**

By: *Nancy A. Franklin*  
Title: Secretary Notary Public  
Comm. Exp. 10/12/98

By: *J. Howard J.*  
Title: Vice President - Operations

October 22, 1996

To: Mike Partain  
From: Tim Hardy

Ref. Site: Flintridge Building

Mr. Harold Gwin has asked that I fax you the attached drawing. This drawing has been revised to add the following material list.

**Material List:**

1. Six (6) PCS Antennas - DAPA Model 59210
2. Six (6) Low Noise Amplifiers
3. Six (6) Antenna Pipe Mounts and Brackets
4. Twelve (12) 7/8" Coax with Mounting Hardware
5. One (1) Outside RBS (Radio Base Station) Cabinet

If you have any questions concerning any of this provided material, please call at (205) 458-8290.

**EXHIBIT B**



### THIRD AMENDMENT TO BUILDING AND ROOF LEASE AGREEMENT

This Third Amendment to Building and Roof Lease Agreement (the "**Third Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between United States Steel Corporation, a Delaware corporation ("**Lessor**"), and T-Mobile South LLC, a Delaware limited liability company ("**Lessee**") (collectively, the "**Parties**").

Lessor and Lessee (or their predecessors-in-interest) entered into that certain Building and Roof Lease Agreement dated November 19, 1996, as amended by the First Amendment to Building and Rooftop Lease Agreement dated November 1, 2007 and the Second Amendment to Building and Rooftop Lease Agreement dated November 26, 2012 (collectively, the "**Lease**") regarding Lessor's leased area ("**Premises**") located at 6200 E. J. Oliver Boulevard, Birmingham, AL 35064 (the "**Property**").

NOW, for good and valuable consideration, Lessor and Lessee agree as follows:

1. The Lease is in full force and effect and neither Lessor nor Lessee is in breach under the terms of the Lease.
2. At the expiration of the Lease, the term of the Lease will automatically be extended for two (2) additional and successive five (5) year Renewal Terms, provided, that Lessee may elect not to renew by providing Lessor thirty (30) days' notice prior to the expiration of the then current Renewal Term.
3. At the commencement of the first Renewal Term provided for in this Third Amendment, Lessee shall pay Lessor Two Thousand Seven Hundred Eighty and No/100 Dollars (\$2,780.00) per month ("**Rent**") in advance, by the fifth day of each month. Any Rent previously paid from and after the commencement of the first Renewal Term provided for in this Third Amendment shall be offset against the new Rent. Rent shall be adjusted, effective on the first day of the second Renewal Term and each subsequent Renewal Term, by an amount equal to ten percent (10%) over the Rent for the immediately preceding Renewal Term. This Rent adjustment shall supersede and replace any prior Rent adjustments.
4. Any charges payable under the Lease other than Rent shall be billed by Lessor to Lessee within twelve (12) months from the date in which the charges were incurred or due; otherwise the same shall be deemed time-barred and be forever waived and released by Lessor.
5. Lessee and Lessor will reasonably cooperate with each other's requests to approve permit applications and other documents related to the Property.
6. Except as expressly set forth in this Third Amendment, the Lease otherwise is unmodified. To the extent any provision contained in this Third Amendment conflicts with the terms of the Lease, the terms and provisions of this Third Amendment shall control. Each reference in the Lease to itself shall be deemed also to refer to this Third Amendment.

Site Name: Flint Ridge Bldg  
Site ID: 9BH0139A

- 7. This Third Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Third Amendment will legally bind the Parties to the same extent as originals.
- 8. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Third Amendment.

IN WITNESS, the Parties execute this Third Amendment as of the Effective Date.

**Lessor:**

**Lessee:**

**United States Steel Corporation, a Delaware corporation**

**T-Mobile South LLC, a Delaware limited liability company**

By: 

DocuSigned by:  
By: Ana Hemmert

Print Name: Jammie P Cowden

62C13A40BD37444...  
Print Name: Ana Hemmert

Title: DIRECTOR - REAL ESTATE

Title: Director Technology Procurement

Date: SEPTEMBER 30 2021

Date: 9/29/2021



TMO Signatory Level : L07,SL07

Katharine Omanski

T-Mobile Attorney as to form

T-Mobile Legal  
Approved  
9/27/21