

**FIRST AMENDMENT TO  
GROUND LEASE AGREEMENT**

**THIS FIRST AMENDMENT TO GROUND LEASE AGREEMENT** ("First Amendment") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between City of Rochester Hills (hereinafter referred to as "Landlord") and Detroit SMSA Tower Holdings LLC, a Delaware limited liability company (hereinafter referred to as "Tenant").

**WITNESSETH:**

**WHEREAS**, Landlord and Detroit SMSA Limited Partnership, predecessor in interest to Tenant executed and entered into that certain Ground Lease Agreement dated October 2, 2000 (the "Lease"), for the purpose of installing, operating and maintaining a communications facility and other improvements on the Site (as described in Exhibit A attached hereto and incorporated by reference herein); and

**WHEREAS**, Landlord and Tenant desire to amend certain provisions in the Lease;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, Landlord and Tenant hereby agree and contract as follows:

1. Landlord hereby leases to Tenant an additional Seventy-Five (75) square feet contiguous to the leased area as described in Exhibit B attached hereto and incorporated by reference herein.
2. In consideration for the ground expansion area comprised of an additional Seventy-Five (75) square feet contiguous to the leased area, Tenant shall pay Landlord an additional Eight Hundred Seventy-Five (\$875.00) dollars per month commencing on the date a notice to proceed is issued to Metro PCS to install within the additional ground space.
3. The Notice language contained in Paragraph 21 is deleted in its entirety and replaced with: "**Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, signed receipt requested, or by First Class United States mail, certified, return receipt requested, addressed as follows:

Landlord:                      City of Rochester Hills  
                                         1000 Rochester Hills Drive  
                                         Rochester Hills, MI 48309

Tenant:                         Detroit SMSA Tower Holdings, LLC  
                                         Attn: Lease Administration  
                                         6100 Atlantic Boulevard  
                                         Mail Code GAN02  
                                         Norcross, GA 30071

With a copy to:                Cingular Wireless  
                                         Attn: Legal Department  
                                         15 East Midland Avenue  
                                         Paramus, NJ 07652

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management

The parties may substitute recipient's names and addresses by giving at least thirty (30) days notice. Rejection or refusal to accept delivery of any notice, or the inability to deliver any notice because of a changed address of which no notice was given, shall be deemed to be receipt of any such notice."

4. Landlord hereby consents to Tenant's sublease to Metro PCS and their subsequent installation at the tower site.
5. The third (3<sup>rd</sup>) sentence in Paragraph 10 is hereby deleted in its entirety and replaced with the following: "Tenant agrees that if any future subleases require additional ground space for their equipment, Tenant will lease any such additional space from Landlord, inasmuch as Landlord can accommodate Tenant's ground space needs."
6. The following is inserted as Paragraph 27: "**Signage.** Landlord grants to Tenant the right to install and maintain during the Term of this Lease identifying signs or other types of signs required by any governmental authority on or along any access road to the Site, including, if necessary, signs visible from the nearest public street, at locations where an access road diverges, or if an obstruction obscures visibility of the Site and Improvements. Tenant agrees to minimize the size of such signs as reasonably required for readability and compliance with regulations or directives of any governmental authority." Tenant agrees that it shall abide by any and all applicable sign regulations and ordinances of the City of Rochester Hills.
7. Landlord represents and warrants that as of the date of this execution, there are no uncured defaults under the terms of the Lease and that the Lease is in full force and effect.
8. All other terms of the Lease except as may be amended herein, or as may be in conflict with the provisions of this First Amendment, shall be deemed incorporated into this First Amendment.
9. Except as amended herein, all terms, conditions, provisions, covenants and agreements contained in the Lease are hereby ratified and confirmed in their entirety. The terms used herein and not otherwise defined in this First Amendment shall have the same meaning as set forth in the Lease.

**[SIGNATURES NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals on the day first above written.

**LANDLORD:**

**WITNESSES:**

City of Rochester Hills

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**TENANT:**

Detroit SMSA Tower Holdings, LLC,  
a Delaware limited liability company

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

**ACKNOWLEDGEMENT**

**LANDLORD:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**TENANT:**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ (date) by \_\_\_\_\_ (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging) a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation.

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**EXHIBIT B**