



1220 Augusta Drive
Suite 500
Houston, TX 77057

Tel: 713 570-3000
www.crowncastle.com

February 12, 2009

Exhibit GG. Schexnayder Site Right of First Refusal

C. Schexnayder, Inc.
Raymond Gautreau
P.O. Box 1676
Donaldsonville, LA 70346

Re: BUN 811825 - Site Name: BTR DON (Donaldson) NOR039

Dear Mr. Gautreau:

This letter agreement ("Letter Agreement") sets forth the terms of the agreement that is to be memorialized between Crown Castle South LLC, a Delaware limited liability company ("Crown"), on behalf of New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Lessee") and C. Schexnayder, Inc. ("Lessor"), to modify, among other things, the length of the term in the lease agreement between the Lessor and Lessee dated June 30, 1994, as may be amended ("Lease") for property located in Donaldsonville, Ascension Parish, Louisiana ("Property").

For and in consideration of One Hundred Dollars (\$100.00) to be paid to Lessor by Crown on behalf of Lessee within 30 days after full execution of this Letter Agreement, the parties agree as follows:

1. Lessor and Lessee will enter into an amendment to the Lease ("Lease Amendment") wherein the term of the Lease will be modified. The Lease currently provides, in section four that there are two remaining renewal terms and the length of those renewal terms is 5 years each. That Lease section will be amended to add four (4), 5-year automatically renewing terms and one 4-year term. The new final Lease expiration date will be February 28, 2044.

2. In addition to the modification described above, the Lease Amendment will further modify the Lease to provide:

- a) Annual rent scheduled to be paid March 1, 2009 shall be increased to \$6,699.96. This annual rent shall actually be paid no later than May 1, 2009. On March 1, 2010 annual rent shall be increased to \$7,899.96. On March 1, 2011 annual rent shall be increased to \$9,099.96. On March 1, 2012 annual rent shall be increased to \$10,299.96. On March 1, 2013 rent shall be increased to \$11,499.96.
- b) Notwithstanding point 2.a of this agreement when a new tenant is added to the tower, or on March 1, 2014, whichever is sooner, annual rent will be increased to \$12,000 per year.
- c) On March 1, 2015, and every year thereafter (the "Adjustment Date"), the Rent shall increase based on the Consumer Price Index published by the Bureau of Labor and Statistics of the United States Department of Labor for all Urban Consumers, US City Average ("CPI-U") indicator and shall be determined by dividing the CPI-U indicator published 3 months prior to the Adjustment Date, by the CPI-U indicator published 1 years and 3 months prior to the Adjustment Date, and multiply the resultant number by the monthly lease rental amount of the most recent past rent. Under no

circumstances shall the adjustment be more than 3.5%. Under no circumstances shall the adjustment result in a decrease in rent.

- d) If, during the Option Period or Lease term, Lessor receives an offer to purchase, make a loan, or give any consideration in exchange for any of the following interests in all or a portion of the Premises: (i) fee title, (ii) a perpetual or other easement, (iii) a lease, (iv) any present or future possessory interest, (v) any or all portions of Lessor's interest in this Lease Agreement including rent, or (vi) an option to acquire any of the foregoing, Lessor shall provide written notice to Lessee of said offer ("Lessor's Notice"). Lessor's Notice shall include the prospective buyer's name, the purchase price being offered, and other consideration being offered, the other terms and conditions of the offer, the due diligence period, the proposed closing date and, if a portion of Lessor's property of which the Premises is a part ("Lessor's Property") is to be sold, a description of said portion. Lessee shall have a right of first refusal to purchase, at its election and on the terms and conditions as in Lessor's Notice a fee simple interest in Lessor's Property or Premises or a perpetual easement for the Premises. If Lessee does not exercise its right of first refusal by written notice to Lessor given within thirty (30) days, Lessor may sell the property described in the Lessor's Notice. If Lessee declines to exercise its right of first refusal, then this Lease Agreement shall continue in full force and effect and Lessee's right of first refusal shall survive any such conveyance.

3. Lessor shall cooperate in all ways, including but not limited to providing information, signing documents and seeking execution by third parties of documents that will remove, subordinate or satisfy any mortgages, deeds of trusts, liens or other encumbrances affecting the Property.

4. Upon receipt of this Letter Agreement evidencing Lessor's acceptance of the terms herein, Lessee shall submit this Letter Agreement to its property committee. If the Letter Agreement is approved by the property committee, Lessee shall prepare the Lease Amendment and Lessor shall execute the same without any unreasonable delay.

5. Irrespective of whether the transaction contemplated by this Letter Agreement is consummated, Lessor and Lessee each will pay their own out-of-pocket expenses.

6. Notwithstanding anything to the contrary contained herein, Lessee has the complete right to terminate this Letter Agreement for any or no reason at any time prior to full execution of the Lease Amendment, without damages.

7. Lessor represents and warrants that Lessor is duly authorized and has the full power, right and authority to enter into this Letter Agreement and to perform all of its obligations under this Letter Agreement and to execute and deliver all documents, including but not limited to the Lease Amendment, required by this Letter Agreement. From the date of this Letter Agreement through the date that Lessor executes the Lease Amendment, Lessor shall use its best efforts to ensure that the foregoing representations and warranties shall remain true and correct and Lessor shall promptly notify Lessee if any representation or warranty is or possibly may not be true or correct. Lessor's representations, warranties and covenants shall survive following the full execution of the Lease Amendment.

If this Letter Agreement accurately sets forth our understanding regarding the foregoing, please so indicate by signing and returning to the undersigned the enclosed copy of this letter.

Lessor:
C. Schexnayder, Inc.

Lessor:
C. Schexnayder, Inc.

By: _____
Name: _____
Title: _____
Date: _____
Lessor:
C. Schexnayder, Inc.

By: _____
Name: _____
Title: _____
Date: _____
Lessor:
C. Schexnayder, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Crown:
Crown Castle South LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

PREPARED OUT-OF-STATE BY:

David F. Webber
Singleton Cooksey LLP
Attorneys at Law
6363 Woodway, Suite 610
Houston, Texas 77057

After Recording return to:

Myron Lampkin
Stewart National Title Services
1980 Post Oak Blvd., Suite 610
Houston, TX 77056

RE:

Tax Parcel #: _____

Cross Reference: _____

COB 544, Page 381
Conveyance Office Records of
Ascension Parish, Louisiana

100
INSTRUMENT # 00740770
FILED AND RECORDED
ASCENSION CLERK OF COURT
2010 JAN 26 09:59:45 AM
COB ☒ M03 ☐ OTHER

Blandry
DEPUTY CLERK & RECORDER

CERTIFIED TRUE COPY BY

DEPUTY CLERK
SLIPPT02

**MEMORANDUM OF FIRST AMENDMENT TO
OPTION AND LEASE AGREEMENT**

THIS MEMORANDUM OF FIRST AMENDMENT TO OPTION AND LEASE AGREEMENT (the "Memorandum"), dated as of the latter of the signature dates below (the "Effective Date"), by and between C. SCHEXNAYDER, INC., a Louisiana corporation ("Lessor"), having a mailing address of P.O. Box 1676, Donaldsonville, Louisiana 70346, and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company (the successor by December 31, 2004 merger with BellSouth Mobility, LLC, f/k/a BellSouth Mobility, Inc.) ("Tenant"), having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, Georgia 30004.

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain Option and Lease Agreement dated June 30, 1994 (the "Lease"), whereby Lessor conveyed a lease to Tenant for a portion of land consisting of approximately 5,000 square feet in Ascension Parish, Louisiana, together with access and utility easements thereto (the "Property"), as more particularly described in the Lease and that certain Memorandum of Lease dated on or about July 10, 1995, which was recorded on or about August 3, 1995 in COB 544, Page 381 in the Conveyance Office Records of Ascension Parish, Louisiana; and

WHEREAS, the Lease had an initial term that commenced on March 1, 1995 and terminated on February 29, 2000 (defined herein as the "Initial Term"). The Lease provides for four (4) renewal terms of five (5) years each (each defined herein as an "Extension Term"), with the final Extension Term terminating on February 29, 2020 (the "Original Term"); and

WHEREAS, the Lessor and Tenant entered into that certain First Amendment to Option and Lease Agreement dated as of the day hereof (herein, the "Amendment"), in order to, among

other things, extend the term of the Lease, all upon the terms and conditions more fully set forth therein.

NOW THEREFORE, for the mutual covenants and premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the undersigned parties, intending to be bound, agreed in the Amendment as follows:

1. Initial Term Commencement Date. The parties ratified and affirmed in the Amendment that the commencement date for the Initial Term of the Lease was March 1, 1995.

2. Extension Terms. Paragraph 4 of the Lease was modified in the Amendment such that the Lease will be renewed for five (5) additional periods, with the first (1st) through the fourth (4th) of said additional periods continuing for five (5) years each, and the fifth (5th) of said additional periods continuing for four (4) years [the final Extension Term will expire February 29, 2044], upon the terms and conditions set forth in the Lease.

3. Right of First Refusal. The Lease was modified in the Amendment to grant Tenant the right of first refusal in the event that Lessor receives an offer to acquire any interest in the Property, under the terms and conditions set forth in the Lease, as amended.

4. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Amendment and/or the Lease, as applicable.

5. No Other Amendments. Except as expressly modified by the Amendment, the Lease remains unchanged and in full force and effect.

6. Lease Controls. This Memorandum summarizes, for purposes of the public record, certain rights granted to Tenant in the Lease by virtue of the Amendment, and this Memorandum does not and it should not be interpreted to amend, amplify or diminish any of the terms and provisions contained in the Lease (as amended). The parties agree and intend that the terms and provisions contained in the Lease (as amended) shall control in the event of any conflict between any sentence contained in this Memorandum and the terms and provisions contained in the Lease (as amended).

7. Counterparts. This Memorandum may be executed in counterparts, all of which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or same counterpart.

8. Recordation. Tenant, at its cost and expense, shall have the right to record this Memorandum in the public records of Ascension Parish, Louisiana, upon the terms and conditions set forth in the Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, Lessor and Tenant have caused this Memorandum to be duly executed as of the date of their execution.

Signed, sealed and delivered in the presence of:

Charlotte Homer

Print Name: CHARLOTTE HOMER

Aprilyn Landry

Print Name: APRILYN LANDRY

LESSOR:

C. SCHEXNAYDER, INC.,
a Louisiana corporation

By: [Signature]
Name: HAROLD P. SCHEXNAYDER
Title: PRESIDENT
Date: 5-18-09

STATE OF LOUISIANA

:

: SS

COUNTY / PARISH OF ASCENSION

On this 18 day of MAY, 2009, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared HAROLD P. SCHEXNAYDER, PRESIDENT of C. SCHEXNAYDER, INC., a Louisiana corporation, on behalf of said entities, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entities.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

[Signature]
Signature of Notary Public 05984

RAYMOND B GAUTREAU
Printed Name of Notary Public

My Commission Expires: AT DEATH

Signed, sealed and delivered in the presence of:

[Signature]

TENANT:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company

Print Name: Dennis Bockmann By: AT&T Mobility Corporation,
a Delaware corporation,
its Manager

[Signature]
Print Name: Nina Mustafae

By: [Signature]
Name: Nellie Jabbari
Title: Senior Manager – Partnerships/MLAs
Date: 7.7.09

STATE OF GEORGIA :
COUNTY OF FULTON : SS

On this 7th day of JULY, 2009, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared Nellie Jabbari, Senior Manager – Partnerships/MLAs, AT&T Mobility Corporation, a Delaware corporation, the Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, on behalf of said entities, who is personally known to me or has furnished satisfactory evidence that she is the person who appeared before me, who, after being by me duly sworn, declared that she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as her free act and deed and on behalf of said entities.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

[Signature]
Signature of Notary Public

Michelle Aiko Sonoda
Printed Name of Notary Public

My Commission Expires: 7/6/2012

