

This instrument prepared by  
~~and after recording return to:~~  
Crown Castle International Corp.  
Attn: Legal Department  
301 North Cattlemen Rd., Suite 300  
Sarasota, Florida 34232  
11645358  
Site: Armstrong  
BUN: 874966

20071119000528420 1/8 \$35.00  
Shelby Cnty Judge of Probate, AL  
11/19/2007 01:39:00PM FILED/CERT

**AFTER RECORDING, PLEASE RETURN TO:**

LandAmerica Comm'l Lender & Search Svcs.  
5800 Cox Road  
Glen Allen, VA 23060  
Attn:   ll  

**MEMORANDUM OF AMENDMENT**

This Memorandum of Amendment (the "Memorandum") is made this 8<sup>th</sup> day of November, 2007, by and between Laurie Elaine Armstrong Fowler, Rita Marie Armstrong Spain, Audrey Deanna Armstrong and Susan Lea Armstrong, ("Grantor"), whose address is 101 Autumn Place, Birmingham, Alabama 35242 and STC Five LLC, a Delaware limited liability company ("Grantee"), successor in interest to Sprint Spectrum, L.P. a Delaware limited partnership, by and through its attorney in fact, Global Signal Acquisitions II LLC, a Delaware limited liability company, whose address is STC Five LLC, c/o Crown Castle International Corp., E. Blake Hawk, General Counsel, Attn: Real Estate Department, 2000 Corporate Drive, Canonsburg, PA 15317.

**RECITALS**

WHEREAS, Grantor and Grantee are the current parties under that certain PCS Site Agreement dated June 5, 1996 originally by and between Aubrey Lee Armstrong and Sprint Spectrum, L.P., (the "Lease"), a memorandum of which is recorded 04/15/1997 in Instrument No. 1997-11562 in the Public Records for Shelby County, Alabama; and

WHEREAS, the parties have modified the terms of the Lease by that certain First Amendment to PCS Site Agreement dated February 8, 2000 by and between Aubrey Lee Armstrong and Sprint Sites USA and that certain Second Amendment to PCS Site Agreement dated the same date as this Memorandum, and wish to provide record notice of the existence of the Lease as amended thereby (hereafter, the Lease is referred to as the "Amended Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Public Records; and

WHEREAS, the Amended Lease pertains to certain real property leased to Grantee (the "Leased Premises") together with access and utility easements granted to Grantee more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee hereby agree as follows:

1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. Grantor hereby acknowledges, ratifies, and confirms Grantee's interest in and to the Amended Lease.
3. Grantor and Grantee certify that the Amended Lease is in full force and effect, and that as of the date hereof, there are no current defaults or breaches under the Amended Lease by Grantor and/or Grantee. Further, Grantor and Grantee are not aware of any events which have occurred which, with the passage of time or service of notice, or both, would constitute a default under the Amended Lease and that Grantor and Grantee have full right to execute and deliver this instrument.
4. The terms and provisions of the Amended Lease are hereby restated and incorporated herein by this reference.
5. The Amended Lease provides that the initial term of the Amended Lease is five (5) years, commencing on June 5, 1996 ("Commencement Date") with nine (9) additional renewal terms of five (5) years each.
6. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
7. This Memorandum may be executed in counterparts, each of which shall constitute an original instrument.

*[Remainder of page intentionally left blank. Signatures to follow.]*

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GRANTOR:

*Laurie Elaine Armstrong Fowler*  
Print Name: Laurie Elaine Armstrong Fowler

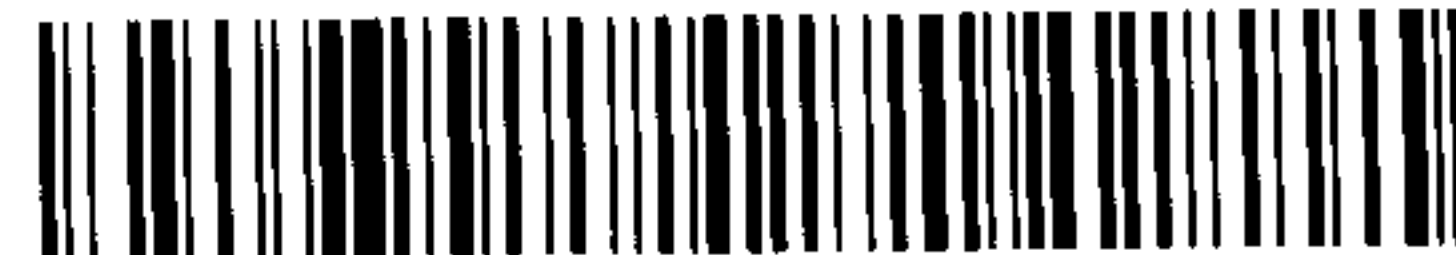
STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Laurie Elaine Armstrong Fowler, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Laurie Elaine Armstrong Fowler executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of November, 2007

*Anita Roberts*  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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GRANTOR:

By: Rita Marie Armstrong Spain  
Print Name: Rita Marie Armstrong Spain

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rita Marie Armstrong Spain, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Rita Marie Armstrong Spain executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of November, 2007

Anita S. DeLozier  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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GRANTOR:

By: Audrey Deanna Armstrong  
Print Name: Audrey Deanna Armstrong

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Audrey Deanna Armstrong, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, Audrey Deanna Armstrong executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of November, 2007

Anita S. Roberts  
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: July 21, 2010  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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**GRANTOR:**

*Susan L Armstrong*  
By: *Susan Lea Armstrong*  
Print Name: Susan Lea Armstrong

STATE OF *Alabama*  
COUNTY OF *Jefferson*

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Susan Lea Armstrong, whose name is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, *Susan Lea Armstrong* executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the *1<sup>st</sup>* day of *November*, 2007

*Anita S. Williams*  
Notary Public

**GRANTEE:**

**STC Five LLC**, a Delaware limited liability company

By: Global Signal Acquisitions II \_\_\_\_ II LLC, a Delaware limited liability company, Its Attorney in Fact  
By: Global Signal Services LLC, Its Manager

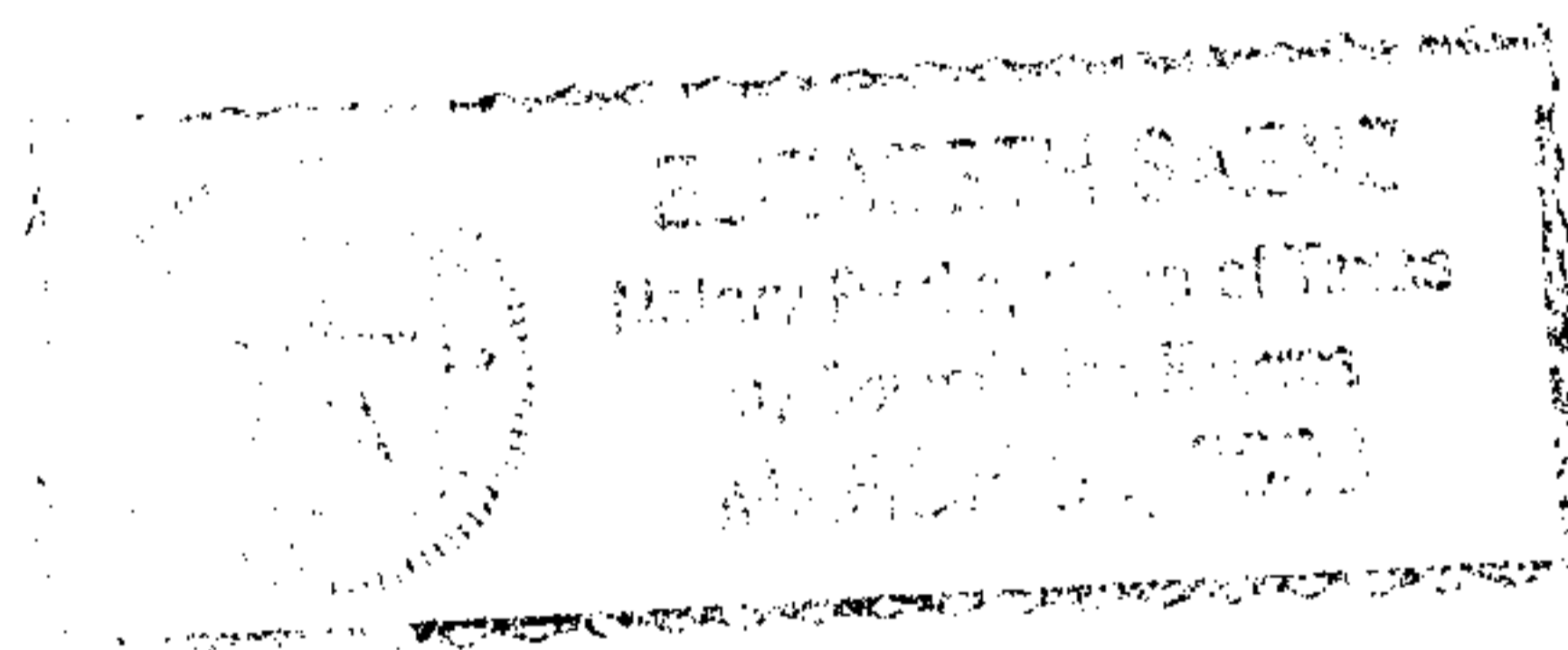
By: *Lisa A. Sedgwick*  
Name: Lisa A. Sedgwick  
Its: Real Estate Transaction Manager

STATE OF Texas  
COUNTY OF Harris


The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2007 by Lisa A. Sedgwick, as Real Estate Transaction Manager on behalf of Global Signal Services LLC, a Delaware limited liability company.

NOTARIAL SEAL

*Elizabeth S.*  
Name: \_\_\_\_\_  
Notary – State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**  
**Leased Premises**  
**and**  
**access and utility easements**

  
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A portion of the real property more particularly described as:

From the Southeast corner of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  of Section 3, Township 19 South, Range 1 West, run northerly along the East boundary line of said  $\frac{1}{4}$  -  $\frac{1}{4}$  section 772.00 feet to the point of Beginning of the land herein described; thence continue northerly along last said course for 260.0 feet; thence turn left an angel of 90°21' and run westerly 960.19 feet to a point on the East right of way line of Shelby County Road No 41; thence run left an angle of 73°49' and run southwesterly along said right of way line 270.84 feet; thence turn left an angle of 106°11' and run easterly 1,041.79 feet to the point of BEGINNING. This land being part of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of Section 3, Township 19 South, Range 1 West. Situated in Shelby County, Alabama.

AND BEING the same property conveyed to Laurie Elaine Armstrong Fowler, Rita Marie Armstrong Spain, Audrey Deanna Armstrong and Susan Lea Armstrong from The Estate of Aubrey Lee Armstrong by Quitclaim Deed dated February 27, 2006 and recorded February 28, 2006 in Instrument No. 20060228000094280.

Tax Parcel No. 09-2-03-1-004-005.000

Together with non-exclusive easements for the purpose of access and utilities to the above described Leased Premises, beginning at any public right of way and extending over, across, and through any land owned by Grantor, including but not limited to the parent parcel of which the Leased Premises is a part.