


This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
420 20<sup>th</sup> Street North, Suite 1600  
Birmingham, Alabama 35203

  
20081223000475040 1/10 \$116.50  
Shelby Cnty Judge of Probate, AL  
12/23/2008 02:44:49PM FILED/CERT

Shelby County, AL 12/23/2008  
State of Alabama

Deed Tax: \$78.50

Return to:  
Stewart Title Guaranty Company  
National Title Services  
1980 Post Oak Blvd, Suite 610  
Houston, TX 77056  
Attn: Myron Lampkin

Cross Reference to:  
Book 9705, Page 9305  
Shelby County, Alabama Records

STATE OF ALABAMA )

COUNTY OF SHELBY )

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO  
PCS SITE AGREEMENT**

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT ("**Memorandum**") is entered into on this 8<sup>th</sup> day of September, 2008, by and between **STC FIVE LLC**, a Delaware limited liability company, successor by assignment to Sprint Spectrum Realty Company, L.P., successor by assignment to Sprint Spectrum L.P., a Delaware limited partnership ("**Tenant**") and **MARLIN BURNETT and GLENDA BURNETT**, husband and wife ("**Lessor**"). *effective*

**WITNESSETH:**

WHEREAS, Lessor and Sprint Spectrum L.P. ("**Sprint**") entered into that certain PCS Site Agreement dated December 9, 1996 (the "**Agreement**"), a memorandum of which was filed for record on May 14, 1997, in Book 9705, Page 9305 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**"), covering certain real property, together with an easement for ingress, egress and utilities thereto, described on Exhibit "A" attached hereto (the "**Site**");

WHEREAS, Sprint assigned its interest in and to the Agreement and the Site to Tenant pursuant to an unrecorded assignment as memorialized by that certain Affidavit of Facts Relating to Title;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on December 8, 2021 (the "**Original Term**") and the parties desire to amend the Agreement to extend the Original Term and as otherwise set forth herein; and

WHEREAS, effective as of the date of this Memorandum, Lessor and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to PCS Site Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT TO  
PCS SITE AGREEMENT**

Lessor: Marlin and Glenda Burnett, husband and wife, with a mailing address of 14683 CO Rd. 29, Jemison, AL 35085.

Tenant: STC Five LLC, a Delaware limited liability company, with its principal offices at Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager.

Site: The real property leased by Lessor to Tenant, together with an easement for ingress, egress and utilities thereto, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.

Initial Term: For a term of five (5) years, beginning on December 9, 1996.

Expiration Date: The first two extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on December 8, 2011.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: Ten (10) options to extend the Agreement for a period of five (5) years each on the terms and conditions set forth in the Agreement, as amended. If Tenant exercises all extensions/renewals, the final expiration of the Agreement will occur on December 8, 2051.

Option to Purchase: No.


Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that First Amendment to PCS Site Agreement of even date herewith, are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Lessor and Tenant



ratify, confirm and adopt the Agreement, as amended by that First Amendment to PCS Site Agreement of even date herewith, as of the date hereof for purposes of compliance with Code of Alabama Section 35-4-6 (1975) (as amended) and acknowledge that there are no defaults under the Agreement, as amended, or events or circumstances which, with the giving of notice or passage of time or both, would ripen into events of default. Except as otherwise expressly amended herein, all the terms and conditions of the Agreement shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to PCS Site Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Agreement and any and all amendments thereto. The Agreement and any and all amendments thereto contain terms and conditions in addition to those set forth in this Memorandum. This Memorandum is not intended to amend or modify the terms and conditions of the Agreement or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Agreement and/or any amendments thereto, the terms and conditions of the Agreement and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Agreement and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages]

  
20081223000475040 3/10 \$116.50  
Shelby Cnty Judge of Probate, AL  
12/23/2008 02:44:49PM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to PCS Site Agreement on the day and year first written above.

**LESSOR:**

Marlin Burnett  
MARLIN BURNETT

Glenda Burnett  
GLENDA BURNETT

STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **MARLIN BURNETT**, whose name 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 the foregoing instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2<sup>nd</sup> day of September, 2008.

Lorine S. Contrell  
Notary Public

My Commission Expires: 6-21-09

[SEAL]

STATE OF ALABAMA )

Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **GLENDA BURNETT**, whose name 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 the foregoing instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 2<sup>nd</sup> day of September, 2008.

Lorine S. Contrell  
Notary Public

My Commission Expires: 6-21-09

[SEAL]



**TENANT:**

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

By: Global Signal Acquisitions II LLC, a  
Delaware limited liability company, its  
Attorney-in-Fact < See Attached >

By: Global Signal Services LLC, a  
Delaware limited liability company, its  
Manager

By: [Signature] (SEAL)  
Name: R. Christopher Mooney  
Its: Director - Land Acquisition Operations

STATE OF Texas )  
COUNTY OF HARRIS )

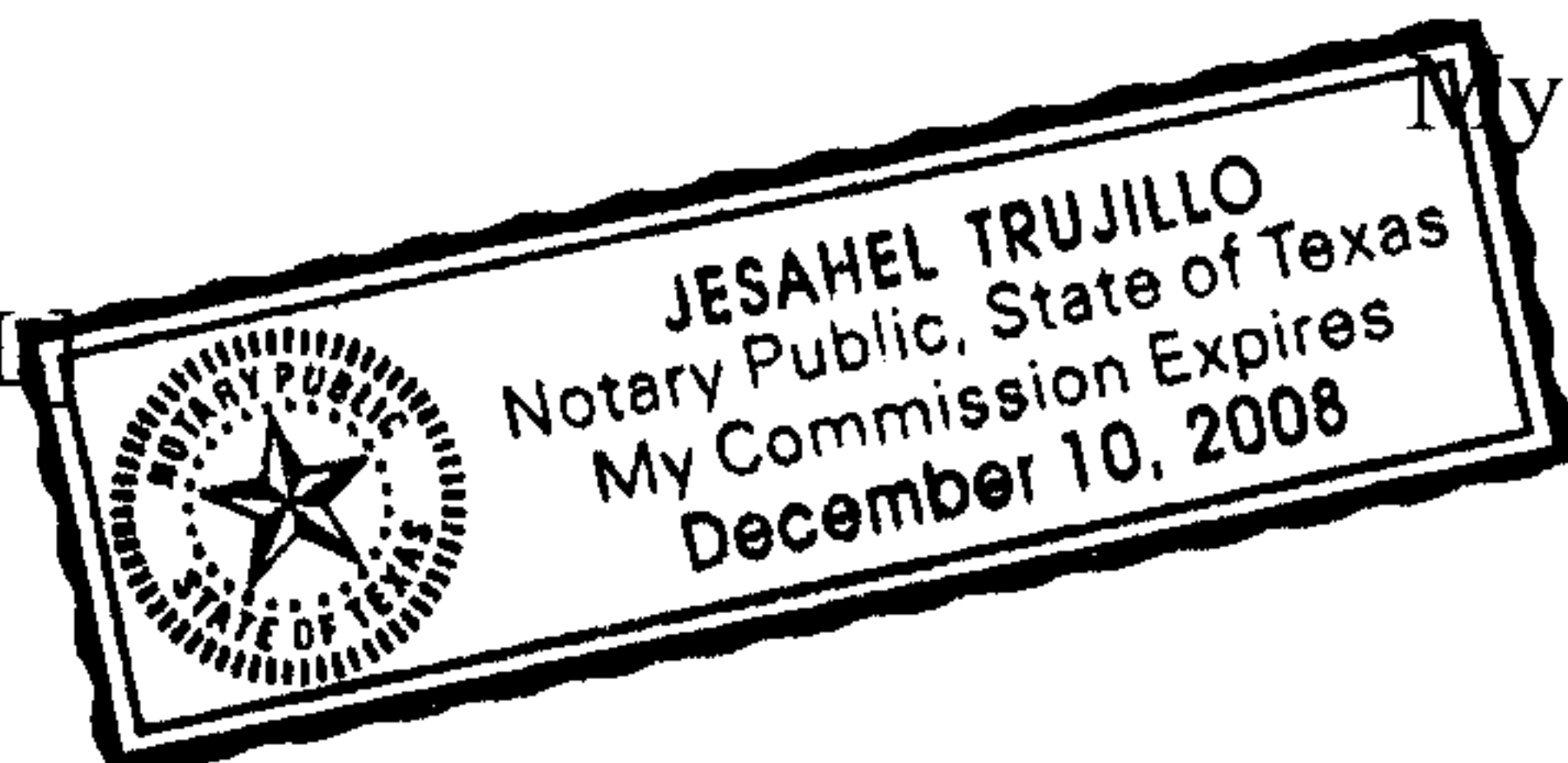
I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, R. Christopher Mooney whose name as Director of Global Signal Services LLC, a Delaware limited liability company, as manager of Global Signal Acquisitions II LLC, a Delaware limited liability company, as Attorney-in-Fact of **STC FIVE LLC**, a Delaware 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 the foregoing instrument, he/she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 8 day of September, 2008.

[Signature]  
Notary Public

My Commission Expires: 12-10-08

[SEAL]





Attachment A  
**ATTORNEY-IN-FACT**

**Network Services**

Wireless Sites  
6550 Sprint Parkway  
Overland Park, KS 66251

June 16, 2005

RE: Confirmation of Certain Authority and Powers of Attorney of Global Signal Acquisitions II LLC (the "Lessee") from STC One LLC, STC Two LLC, STC Three LLC, STC Four LLC, STC Five LLC, STC Six Company (collectively, "Lessor"), Sprint Spectrum L.P., SprintCom, Inc., Sprint Telephony PCS, L.P., American PCS Communications, LLC and Phillico, L.P. (collectively the "Sprint Collocators") pursuant to those certain Master Leases and Subleases, dated as of May 26, 2005 (collectively, the "Agreement")

To Whom It May Concern:

This letter shall serve as confirmation by Lessor of its grants of certain authority and powers of attorney to Lessee to sublease or operate certain of Lessor's wireless communications tower sites (each a "Site") during the term of the Agreement in accordance with the terms and conditions of the Agreement. The term of the Agreement commenced on May 26, 2005 ("Effective Date") and terminates, unless terminated by Lessor for certain material defaults of Lessee, as more particularly described in the Agreement, on the earlier to occur of (i) May 25, 2037 and (ii) one day prior to the termination of any applicable Site ground lease, as the same may be extended or renewed (the "Term"). The Agreement provides in relevant parts that during the Term:

- 1) Pursuant to Sections 3(b) and 3(c), Lessor granted to Lessee either a sublease interest in a Site (a "Master Lease Site") or exclusive right to operate a Site (a "Pre-Lease Site").
- 2) Pursuant to Section 26(a), "without the consent of Lessor, (i) Lessee may lease, sublease, license or otherwise make available Available Space to Tower Subtenant for the purpose of the installation, operation and maintenance of Communications Equipment . . . subject to the applicable terms of the Agreement."
- 3) Pursuant to Section 4(b), so long as Lessee was not in default under the Agreement, Lessor granted to Lessee a limited power of attorney to "amend, modify, enforce or waive any terms of any Collocation Agreements or enter into new site supplements or site subleases applicable to Pre-Lease Sites or (iv) enter into any collocation agreements, site supplements, or site subleases out for signature on the date hereof or partially executed on the date hereof applicable to Master Lease Sites and Pre-Lease Sites " in accordance with the terms of the Agreement.
- 4) Pursuant to Section 5(a), with respect to each Master Lease Site, Lessor did "transfer, assign and convey over unto Lessee for the Term of the Master Lease Site . . . all of its rights, title and interest in, to or under any Collocation Agreements" and with respect to each Pre-Lease Site Lessor did "delegate all of its respective rights, duties, obligations, and responsibilities under the Collocation Agreements to Lessee for the term as to such Site. . . ."
- 5) The following defined terms have the following meanings:





**"Collocation Agreement"** means an agreement, including master leases, between the Sprint Collocators or an affiliate thereof (each a "Sprint Group Member") (prior to the Effective Date hereof) or Lessee (on or after the Effective Date) on the one hand, and a third party not an affiliate of a Sprint Group Member (on the Effective Date ) on the other hand, pursuant to which such Sprint Group Member or Lessee, as applicable, rents to such third party space at any Site (including space on a tower at such Site), including all amendments, modifications, supplements, assignments, guaranties, side letters and other documents related thereto.

**"Communications Equipment"** means, as to any Site, transmitting and/or receiving equipment and other equipment installed at the . . . Site . . . which is used in providing current and future wireless and wireline communication services, including without limitation, switches, antennas, microwave dishes, panels, conduits, flexible transmission lines, cables, radio, amplifiers, filters and other transmission or communications equipment (including interconnect transmission equipment, transmitter(s), receiver(s) and accessories) and such other equipment and associated software as may be necessary in order to provide such wireless and wireline communication services, including without limitation, voice or data. Communications Equipment will include any existing, replaced and upgraded Communications Equipment.

**"Tower Subtenant"** means, as to any Site, any Person (other than Sprint Collocators who sublease tower space at a Site), which: (a) is a "sublessee" under any Collocation Agreement affecting such Site; or (b) subleases, licenses or otherwise acquires from Lessee the right to use Available Space on such Site.

**"Available Space"** means, as to any Site, a tower location thereon, a portion of the land thereon, a portion of the Improvements thereon or any other portion, space or area of such Site that is available for lease to or collocation by any Tower Subtenant and all rights appurtenant to such portion, space or area.

Lessor and Lessee hereby certify that the foregoing is true and correct. If you have any questions regarding this letter, please contact the Collocation Department at Global Signal, 301 North Cattlemen Road, Suite 300, Sarasota FL 34232 at 941-364-8886. Thank you

Sincerely,

Lessor:

STC One LLC

By: 

Name: **Don R. Mueller**

Title: **Assistant Vice President**

STC Two LLC

By: 

Name: **Don R. Mueller**

Title: **Assistant Vice President**

Lessee:

Global Signal Acquisitions II LLC

By: 

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

Title: **Greerson G. McMullen**  
**Executive Vice President**  
**General Counsel and Secretary**



STC Three LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Four LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Five LLC

By: 

Name: Don R. Mueller

Title: Assistant Vice President

STC Six Company

By: 

Name: Don R. Mueller

Title: Assistant Vice President


Sprint Spectrum L.P.

By: 

Name: Don R. Mueller

Title: Assistant Secretary

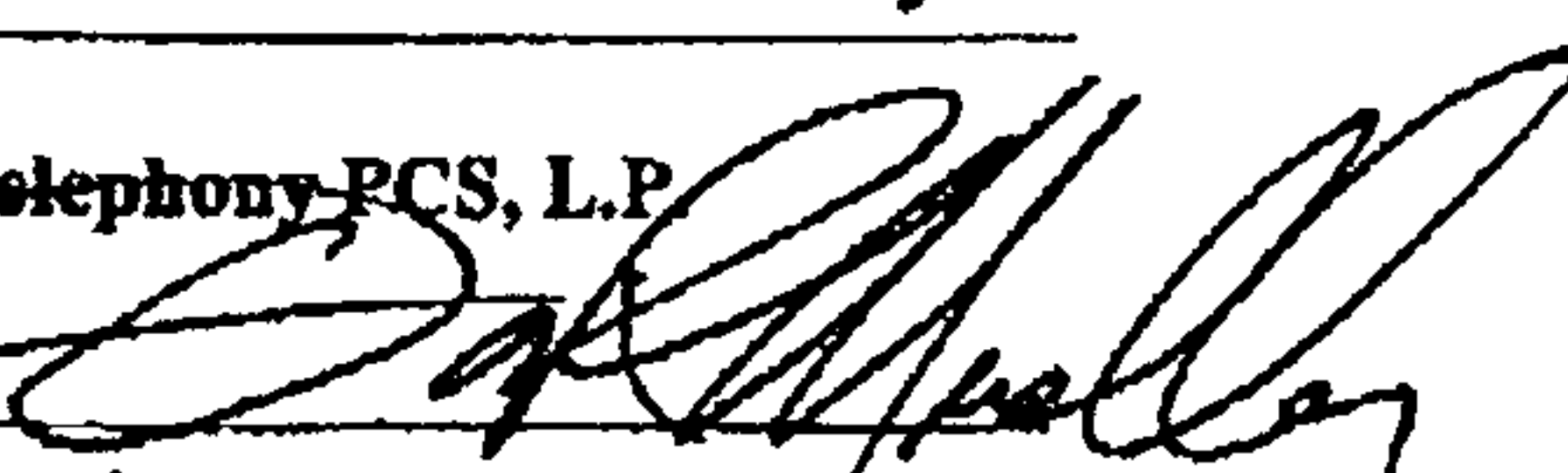
SprintCom, Inc

By: 

Name: Don R. Mueller

Title: Assistant Secretary

Sprint Telephony PCS, L.P.

By: 

Name: Don R. Mueller

Title: Assistant Secretary





American PCS Communications, LLC

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:

PhillieCo, L.P.

By: 

Don R. Mueller

Name:

Assistant Secretary

Title:



## EXHIBIT "A"

### Lease Parcel Description

A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron bolt found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West thence run South 89°20'55" East along the north boundary of said quarter-quarter section for a distance of 371.59 feet to a point; thence run South 00°39'05" West for a distance of 256.19 feet to a point, said point being the Point of Beginning; thence run North 90°00'00" East for a distance of 75.00 feet to a point; thence run South 00°00'00" East for a distance of 100.00 feet to a point; thence run South 90°00'00" West for a distance of 75.00 feet to a point; thence run North 00°00'00" West for a distance of 100.00 feet to a point, said point being the Point of Beginning.

Said parcel contains 0.17 acres.

### 40' Wide Ingress, Egress and Utility Easement

An easement situated in the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an iron bolt found at the Northwest Corner of the Northeast Quarter of the Northwest Quarter of Section 18, Township 20 South, Range 2 West thence run South 89°20'55" East along the north boundary of said quarter-quarter section for a distance of 371.59 feet to a point; thence run South 00°39'05" West for a distance of 256.19 feet to a point; thence run South 00°00'00" East for a distance of 100.00 feet to a point; thence run North 90°00'00" East for a distance of 67.71 feet to a point, said point being the Point of Beginning of the centerline of an easement that lies 20 feet either side of herein described centerline; thence run South 26°19'03" East for a distance of 58.16 feet to a point; thence run South 31°01'50" East for a distance of 96.83 feet to a point; thence run South 58°59'23" East for a distance of 95.60 feet to a point; thence run South 62°40'43" east for a distance of 39.04 feet to a point; thence run North 74°38'50" East for a distance of 32.56 feet to a point; thence run South 22°23'27" East for a distance of 30.57 feet to a point; thence run South 44°28'26" East for a distance of 106.40 feet to the northerly right of way of Shelby County, Highway 35 (a variable right of way), said point being the terminus of easement.