


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

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

STATE OF ALABAMA)

COUNTY OF SHELBY)


20100511000148380 1/8 \$55.50
Shelby Cnty Judge of Probate, AL
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Shelby County, AL 05/11/2010
State of Alabama
Deed Tax : \$23.50

Cross Reference:
Deed Book 208, Page 554
Shelby County, Alabama Records

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

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT ("Memorandum") is made and entered into on this 2nd day of July, 2009 by and between **JAMES F. REDFIELD and JOYCE REDFIELD KWAPIEN (f/k/a Joyce Wilkinson Redfield) ("LESSOR")**, and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor by corporate election to BellSouth Mobility Inc., a Georgia corporation ("**TENANT**").

W I T N E S S E T H:

WHEREAS, LESSOR and TENANT entered into that certain Lease Agreement dated November 19, 1987 (the "**Agreement**"), covering certain real property, together with easements for ingress, egress and utilities thereto, as described in **Exhibit "A"** attached hereto (the "**Property**"), which Agreement was recorded in Deed Book 208, Page 554 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on November 18, 2012 (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 Lease Agreement dated as of the date hereof:

**MEMORANDUM OF FIRST AMENDMENT
TO LEASE AGREEMENT**

Lessor: James F. Redfield and Joyce Redfield Kwapien (f/k/a Joyce Wilkinson Redfield), with a mailing address of 1494 Fulton Lake Road, Fulton Lake Road, AL 35007.

Tenant: New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.

Property: The real property leased by LESSOR to TENANT, together with easements for ingress and egress, is described in Exhibit "A," attached to this Memorandum and incorporated herein by this reference.

Initial Lease Term: For a term of five (5) years, beginning on November 19, 1987.

Expiration Date: The first four extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on November 18, 2012.

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 November 18, 2042.

Option to Purchase: No.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement 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 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 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 Lease 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.

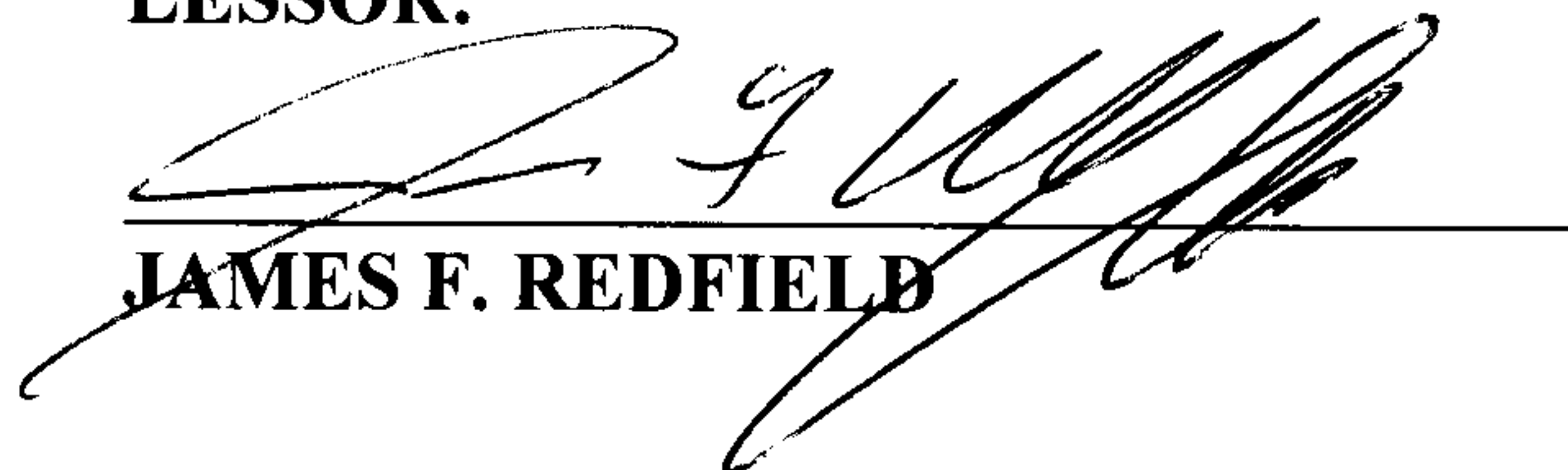
[Signatures appear on the following pages.]



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

LESSOR:



JAMES F. REDFIELD

STATE OF ALABAMA)

Shelby COUNTY)

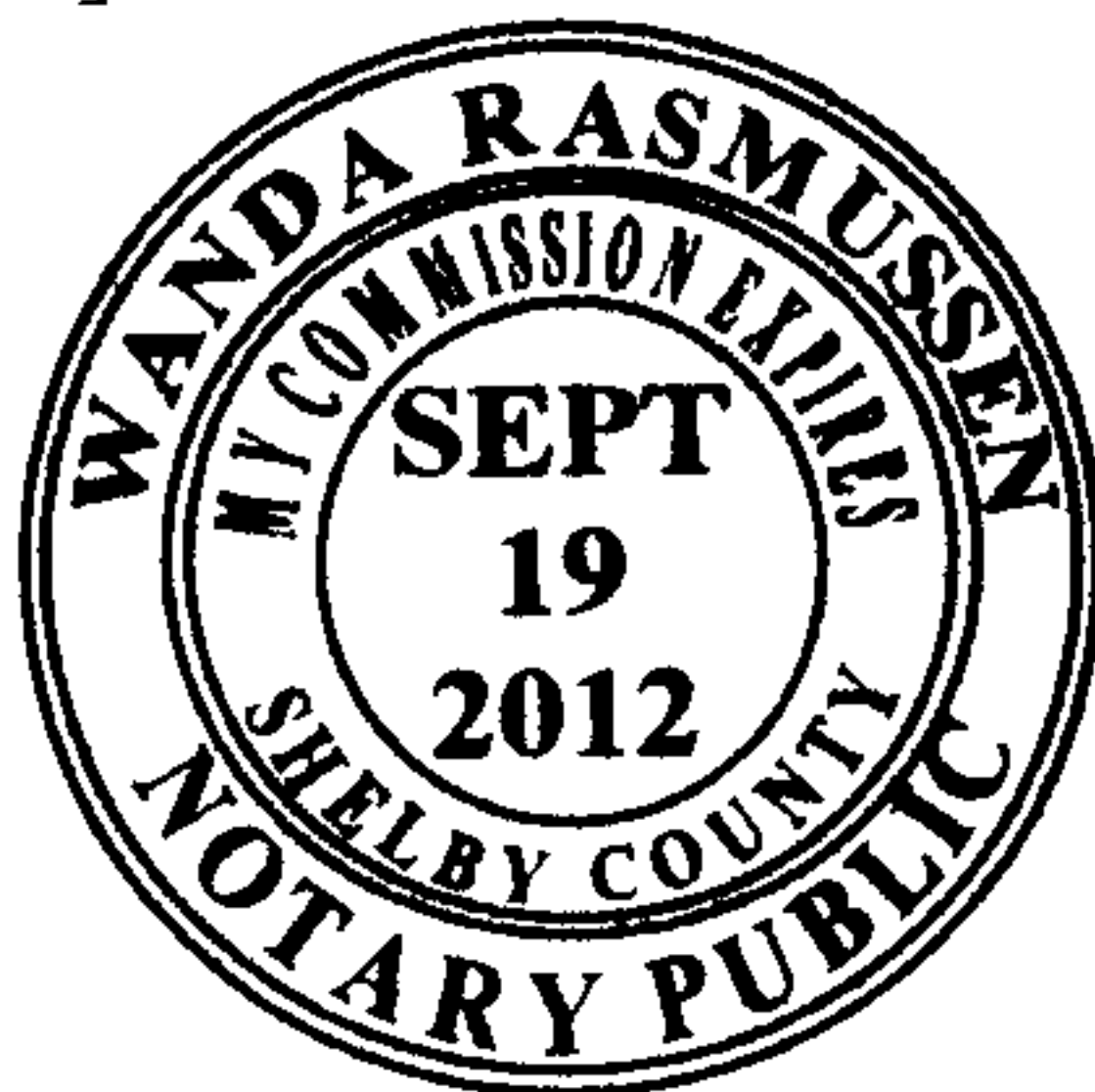
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JAMES F. REDFIELD**, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he executed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

Given under my hand and seal this 1 day of April, 2009

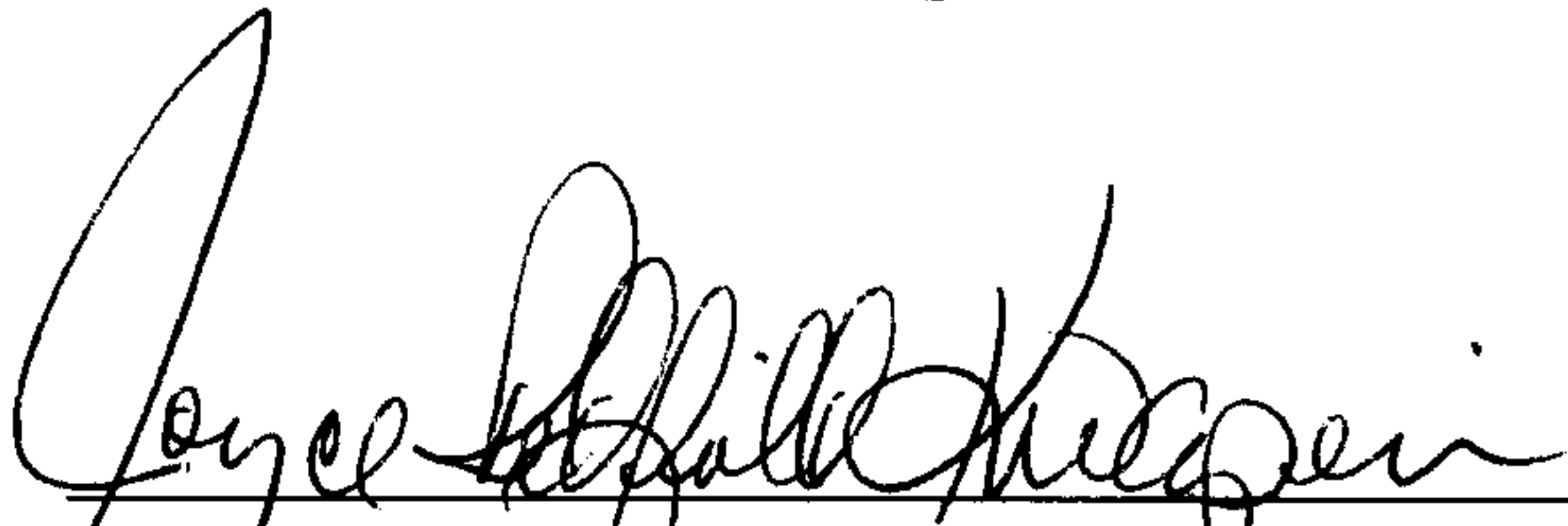

Notary Public

My Commission Expires: Sept 19, 2012

[SEAL]



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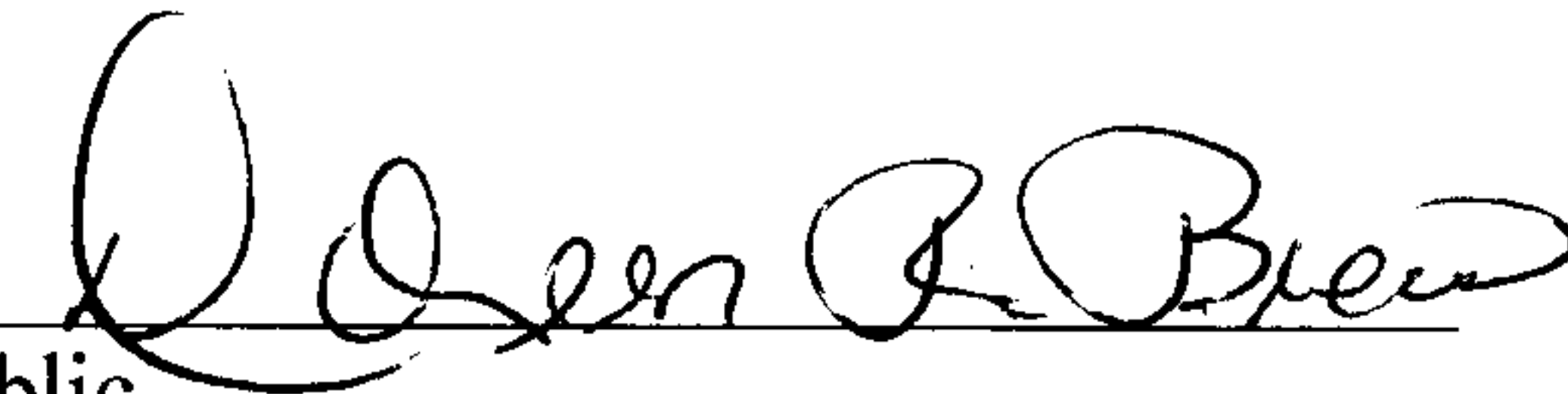

JOYCE REDFIELD KWAPIEN (f/k/a Joyce Wilkinson Redfield)

D. Carolina
STATE OF ~~ALABAMA~~)

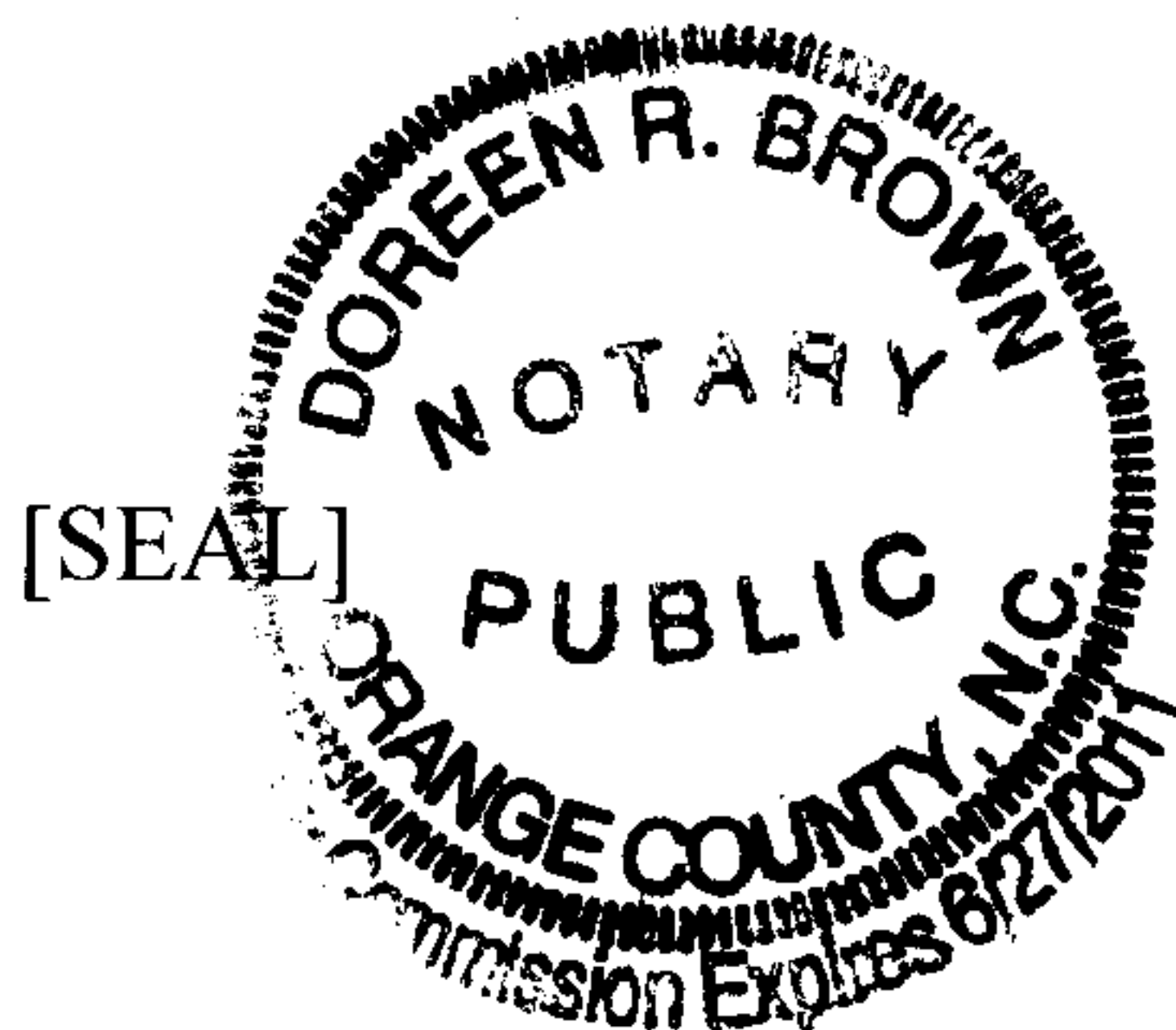
Orange COUNTY)


I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **JOYCE REDFIELD KWAPIEN (f/k/a Joyce Wilkinson Redfield)**, 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 20 day of Mar, 2009.


Notary Public

My Commission Expires: 6/27/2011




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TENANT:

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

By: AT&T Mobility Corporation,
a Delaware corporation
Its: Manager

By: Nellie Jabbari (SEAL)
Name: Nellie Jabbari
Its: Senior Manager – Partnerships/MLAs

STATE OF Georgia)

COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nellie Jabbari, whose name as Senior Manager – Partnerships/MLAs of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed 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 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 2nd day of July, 2009.

M. Aiko Sonoda
Notary Public

My Commission Expires: 7/6/2012

[SEAL]

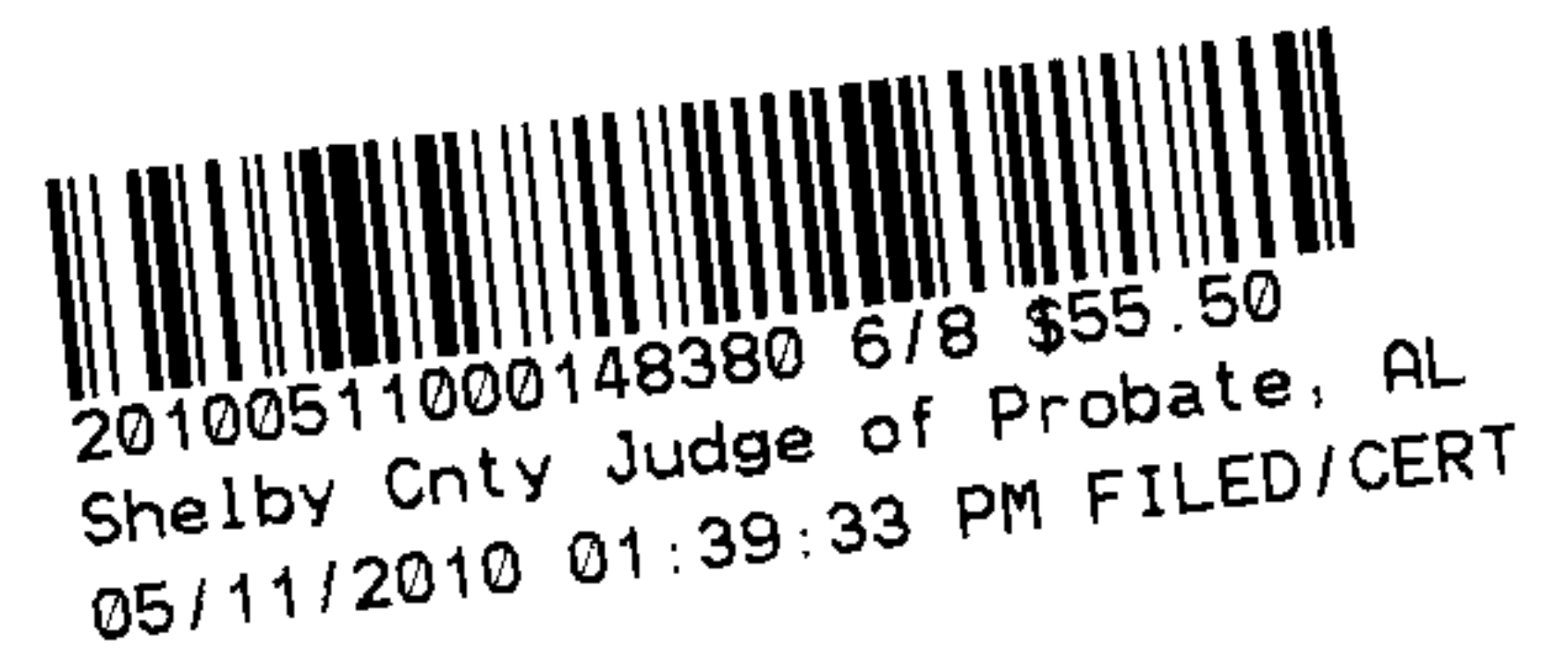
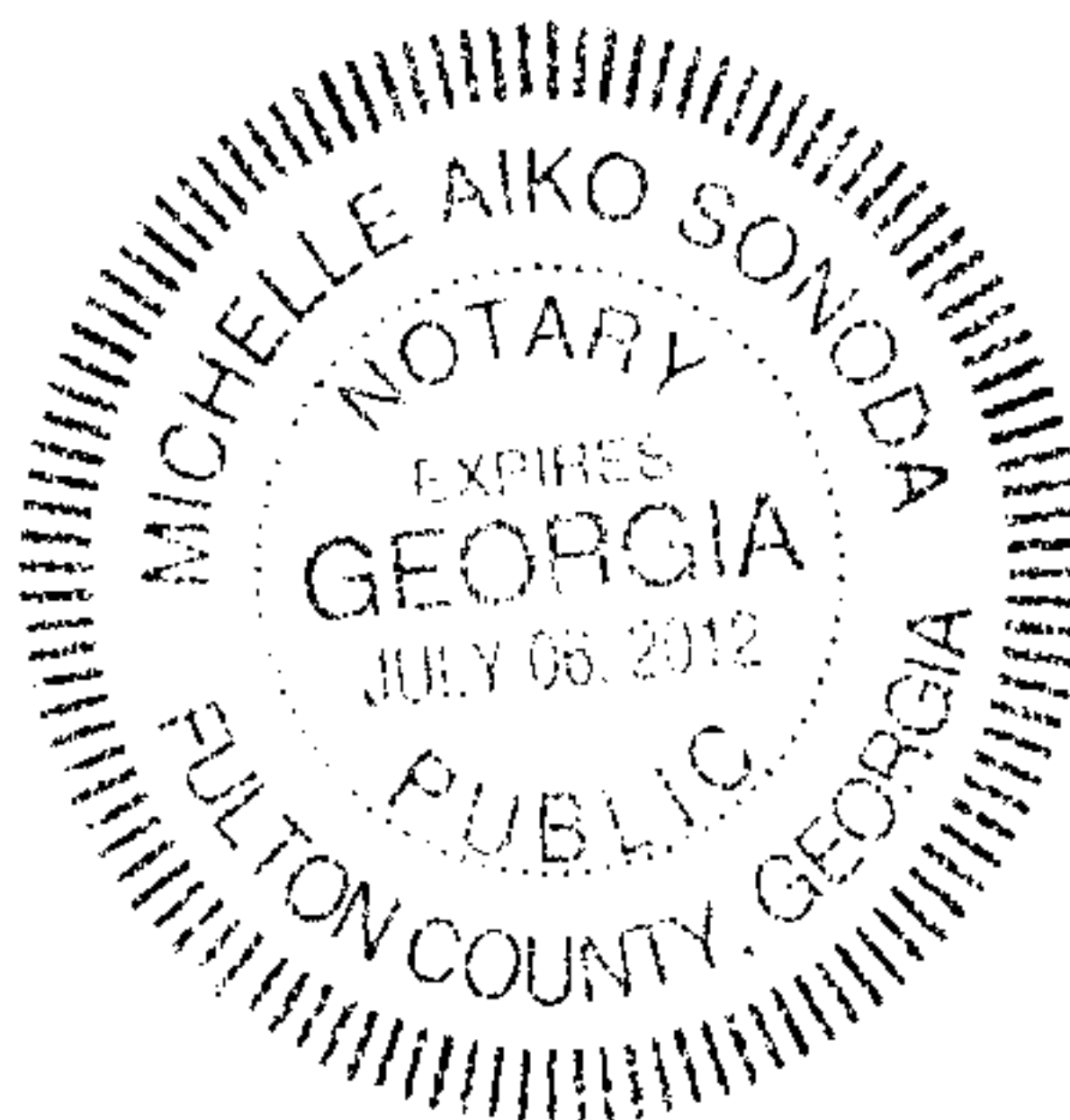


EXHIBIT "A"

A parcel of land located in the Southwest quarter of the Northeast quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the U.S.G.S. Saginaw Monument, said monument being located in the Northwest quarter of the Southeast quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, and also being located at North coordinate 1,177,160.42 and East coordinate 718,413.49 feet, Alabama State Plane Coordinate System, West Zone; thence run North 08°43'27" East for a distance of 630.69 feet to the point of beginning of the herein described parcel of land; thence run North 0°00'00" East for a distance of 50.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to a point; thence run South 0°00'00" West for a distance of 50.00 feet to a point; thence run South 90°00'00" West for a distance of 50.00 feet to the point of beginning.

ACCESS ROAD EASEMENT:

A strip of land of uniform 30 foot width for an access road right of way easement, being located in the Southwest quarter of the Northwest quarter (SW ¼ of NW ¼) of Section 5, the East half (E ½) of Section 6 and the East half of the Southwest quarter, (E ½ of SW ¼) of Section 6, the North half of the Northwest quarter (N ½ of NW ¼) of Section 7, all in Township 21 South, Range 2 West, and the East half of the Northeast quarter (E ½ of NE ¼) of Section 12, Township 21 South, Range 3 West, all in Shelby County, Alabama, and being more particularly described with reference to a survey line described as follows:

Commence at the U.S.G.S. Saginaw Monument, said monument being located in the Northwest quarter of the Southeast quarter of Section 6, Township 21 South, Range 2 West, Shelby County, Alabama, and also being located at North coordinate 1,177,160.42 feet and East coordinate 718,413.49 feet, Alabama State Plane Coordinate System West Zone; thence run North 08°43'27" East for a distance of 630.69 feet to a point; thence run North 90°00'00" East for a distance of 25.00 feet to the point of beginning of said survey line; thence run South 17°13'10" West for a distance of 260.00 feet; thence run South 09°21'27" West for a distance of 136.36 feet to a point; thence run North 77°47'52" East for a distance of 190.80 feet to a point; thence run North 68°21'06" East for a distance of 198.54 feet to a point; thence run North 41°28'29" East for a distance of 203.32 feet to a point; thence run North 27°30'15" East for a distance of 487.98 feet to a point; thence run North 05°52'16" East for a distance of 117.61 feet to a point; thence run North 07°22'12" West for a distance of 223.98 feet to a point; thence run North 31°33'14" East for a distance of 115.90 feet to a point; thence run North 75°15'41" East for a distance of 121.44 feet to a point; thence run South 88°35'17" East for a distance of 205.97 feet to a point; thence run South 85°23'15" East for a distance of 199.78 feet to a point; thence run North 79°00'28" East for a distance of 315.56 feet to a point; thence run South 67°19'25" East for a distance of 123.20 feet to a point; thence run South 20°07'08" East for a distance of 339.22 feet to a point; thence run South 06°38'43" West for a distance of 73.13 feet to a point; thence run South 63°19'32" West for a distance of 98.92 feet to a point; thence run South 84°52'23" West for a distance of 224.81 feet to a point; thence run South 64°51'05" West for a distance of 404.33 feet to a point; thence run South 29°25'39" West for a distance of 297.54 feet to a point; thence run South 09°15'20" West for a distance of 406.06 feet to a point; thence run South 09°36'51" West for a distance of 277.64 feet to a point; thence run South 22°08'29" West for a distance of 252.91 feet to a point; thence run South 38°38'30" West for a distance of 150.58 feet to a point; thence run South 64°32'04" West for a distance of 183.50 feet to a point; thence run South 61°24'26" West for a distance of 263.08 feet to a point; thence run South 74°57'50" West for a distance of 410.35 feet to a point; thence run North 84°15'44" West for a distance of 206.30 feet to a point; thence run North 60°59'30" West for a distance of 140.56 feet to a point; thence run North 39°23'53" West for a distance of 190.44 feet to a point; thence run North 23°24'48" West for a distance of 335.63 feet to a point; thence run North 50°39'42" West for a distance of 76.71 feet to a point; thence run South 55°19'07" West for a distance of 60.48 feet to a point; thence run South 15°13'04" West for a distance of 599.78 feet to a point; thence run South 16°11'05" West for a distance of 443.81 feet to a point;

CONTINUED:

thence run South 14°28'48" West for a distance of 477.68 feet to a point; thence run South 05°16'48" West, for a distance of 168.20 feet to a point; thence run South 22°49'57" East for a distance of 111.49 feet to a point; thence run South 13°23'14" West for a distance of 147.41 feet to a point; thence run South 12°21'12" West for a distance of 141.46 feet to a point; thence run South 03°19'34" West for a distance of 265.97 feet to a point; thence run South 05°24'42" East for a distance of 213.38 feet to a point; thence run South 17°01'58" East for a distance of 81.26 feet to a point; thence run South 33°22'47" West for a distance of 150.87 feet to a point; thence run South 02°01'51" East for a distance of 140.94 feet to a point; thence run South 11°17'02" West for a distance of 89.00 feet to a point; thence run South 32°11'21" West for a distance of 218.78 feet to a point; thence run South 44°27'12" West for a distance of 345.37 feet to a point; thence run South 48°55'59" West for a distance of 137.41 feet to a point; thence run North 75°50'59" West for a distance of 114.73 feet to a point; thence run North 36°54'40" West for a distance of 260.55 feet to a point; thence run North 88°23'26" West for a distance of 81.68 feet to a point; thence run South 34°21'46" West for a distance of 67.83 feet to a point; thence run South 13°56'43" West for a distance of 233.39 feet to a point; thence run South 48°57'09" West for a distance of 84.97 feet to a point; thence run South 74°27'07" West for a distance of 200.11 feet to a point; thence run South 17°14'49" West for a distance of 70.97 feet to a point; thence run South 13°11'38" East for a distance of 278.80 feet to a point; thence run South 10°52'46" West for a distance of 147.17 feet to a point; thence run South 32°21'08" West for a distance of 192.23 feet to a point; thence run South 35°28'39" West for a distance of 225.80 feet to a point; thence run South 22°58'14" East for a distance of 312.45 feet to a point; thence run South 40°31'15" West for a distance of 219.90 feet to a point; thence run South 40°34'11" West for a distance of 49.27 feet to the point of intersection with the Northeast right of way margin of U.S. Highway No. 31, and the end of said survey line.

Said strip of land being fifteen feet in width on each side of and adjacent to the above described survey line.



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