


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


20100519000156910 1/10 \$160.50
Shelby Cnty Judge of Probate, AL
05/19/2010 12:41:34 PM FILED/CERT

Return to:
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National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: MYRON LAMPKIN

Cross Reference to:
Document No. 1997-11102
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

Shelby County, AL 05/19/2010

State of Alabama
Deed Tax : \$122.50

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

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT (“Memorandum”) is made and entered into effective as of AUGUST 26, 2009, by and between **GLEND K. PAYNE** (having a mailing address of P. O. Box 758, Alabaster, Alabama 35007 (“**Lessor**”), and **STC FIVE LLC**, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager) (“**Tenant**”).

WITNESSETH:

WHEREAS, Lessor and Tenant entered into that certain PCS Site Agreement last dated October 30, 1996 (the “**Agreement**”), covering certain real property together with easements for ingress, egress and utilities thereto, as described in **Exhibit “A”** attached hereto (the “**Site**”), a memorandum of which was filed for record on April 10, 1997 in Document No. 1997-11102 in the Office of the Judge of Probate of Shelby County, Alabama (the “**MOL**”);

WHEREAS, the Site may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on October 29, 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: Glenda K. Payne with a mailing address of P. O. Box 758, Alabaster, Alabama 35007

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.

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 October 30, 1996.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on October 29, 2011.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: eight (8) 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 October 29, 2041.

Option to Purchase: No.


Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that First Amendment to PSC 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 PSC 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, as amended by that First Amendment to PSC Site Agreement of even date herewith, shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to PSC 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.

[Signatures appear on the following pages.]

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:

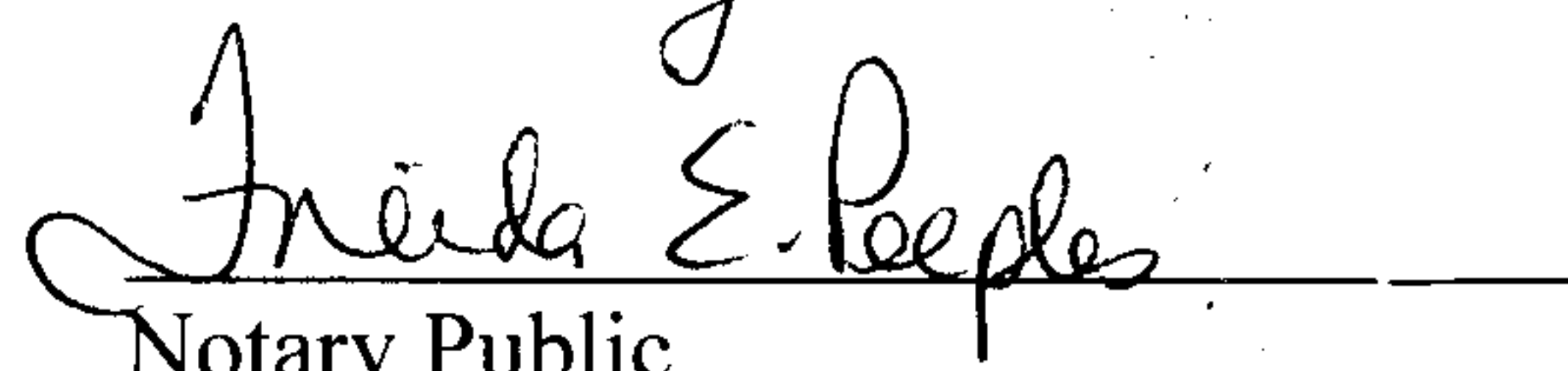

GLEND K. PAYNE

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Glenda K. Payne, 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 the 5th day of August, 2009.


Notary Public
My Commission Expires: _____

[NOTARIAL SEAL]

**My Commisison Expires
Februrary 17, 2010**

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 Exhibit 17)*

By: *Sherri Fox Sacks* (SEAL)
Name: **Sherri Fox Sacks**
Its: **RET MANAGER**

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, RET MANAGER, whose name as RET 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, 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, 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 26th day of AUGUST, 2009.

Theresa Little
Notary Public
My Commission Expires: 4-4-12

[NOTARIAL SEAL]

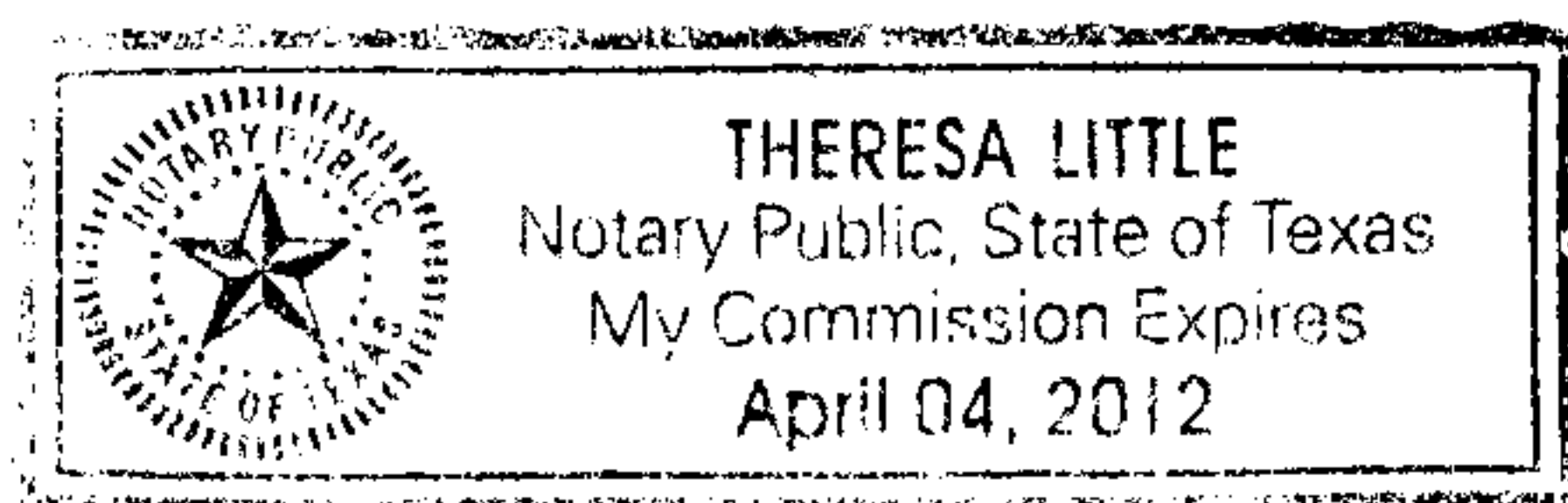


Exhibit 1



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 Phillieco, 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



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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 LP

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



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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"

Legal Description The land referred herein is situated in the State of Alabama, County of Shelby, City of Alabaster described as follows

Site Description:

A parcel of land situated in the NW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE Corner of the NW/4 of the NE/4 of Section 16, T21S, R2W and run N 0° 20' 31" West along the Easterly line of "Payne" property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 10.00 feet to the POINT OF BEGINNING, thence continuing South 89° 39' 29" West for a distance of 75.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 75.00 feet thence angle right and run North 89° 39' 29" East for a distance of 75.00 feet thence angle right and run South 0° 20' 31" East for a distance of 75.00 feet to the POUNT OF BEGINNING. Containing 5825 square feet (0.13 acre) more or less.

Easement Description:

A strip of land 40 feet in width for access and utilities situated in the NW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian Shelby County Alabama lying 20 feet to either side of following described centerline:

Commence at the SE corner of the NW/4 of NE/4 of Section 16 T21S, R3W and run North 0° 20' 31" West along the easterly line of "Payne" Property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 85.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 63.08 feet to the POINT OF BEGINNING; thence angle left and run North 41° 53' 39" West for ad distance of 165.88 feet to a point in an existing paved driveway; then angle right and run North 2° 58' 17" West along said driveway of 339.94 feet; thence angle right and run North 0° 15' 47" East for a distance of 133.82 feet; thence angle right and run 13° 48' 37" East for a distance of 34.36 feet to the southerly right of way line of Shelby County Road #26 (Kent Dairy Road) (an 80' right of way) and the ENDING POINT of this centerline.

Tax ID: 23-5-16-0-001-011.005