


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


20100519000157000 1/11 \$107.50
Shelby Cnty Judge of Probate, AL
05/19/2010 12:49:45 PM FILED/CERT

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

Cross Reference to:
Instrument No. 1997-11564
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 made and entered into effective as of OCTOBER 20, 2009, by and between Teresa Trott Emery, as Trustee of the **BOYCE L. TROTT, SR. IRREVOCABLE TRUST** (having a mailing address of 3350 Rosemary Lane, Vestavia Hills, AL 35216) ("**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**"); and

WHEREAS, Boyce L. Trott and Helen Marie Trott ("**Original Lessor**"), as lessor, and Tenant entered into that certain PCS Site Agreement last dated July 2, 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 15, 1997 as Instrument No. 1997-11564 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**");

WHEREAS, Lessor succeeded to the interest of Original Lessor in and to the Site and the Agreement;

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 July 1, 2021 (the “**Original Term**”); 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: Teresa Trott Emery, as Trustee of the Boyce L. Trott, Sr. Irrevocable Trust, with a mailing address of 3350 Rosemary Lane, Vestavia Hills, AL 35216.

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 July 2, 1996.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on July 1, 2011.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: eighteen (18) options to extend the Agreement for a period of five (5) years each and one final option to extend the Agreement for four (4) years 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 July 1, 2095.

Option to Purchase: No.
Right of First Refusal: No.
Option to Lease Additional property. Yes.

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 effective as of the day and year first written above.

LESSOR:

Jurisa Trott Emery
as Trustee of the Boyce L. Trott, Sr.
Irrevocable Trust

STATE OF ALABAMA)
)
Jefferson COUNTY)

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that *Jurisa Trott Emery* as Trustee of the Boyce L. Trott, Sr. Irrevocable Trust, 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, ___ executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 25th day of September, 2009.

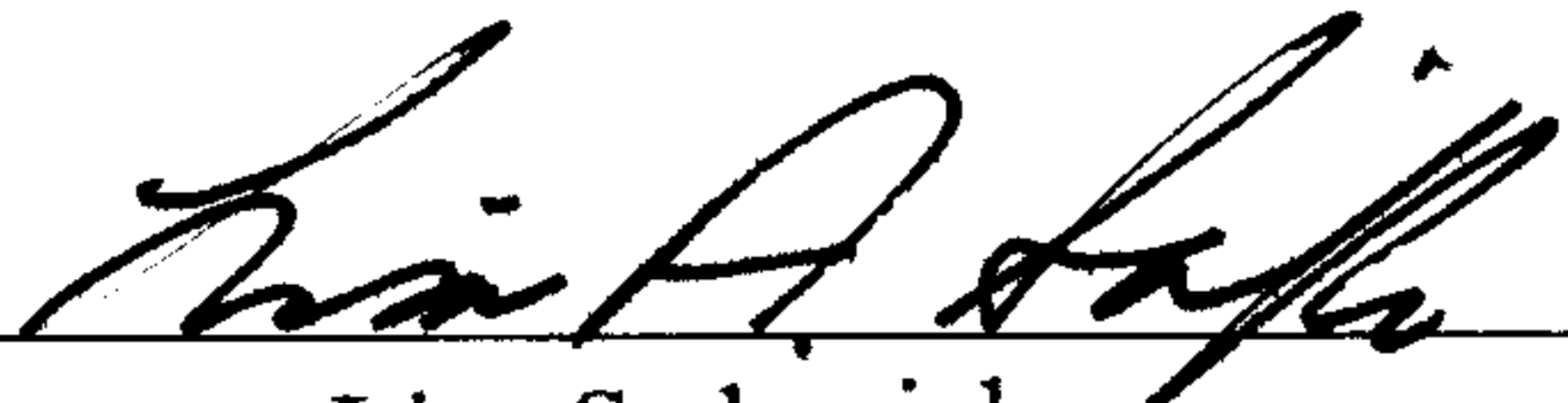
Allison Stanley
Notary Public
My Commission Expires: 8/24/2010

[NOTARIAL 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 Exhibit 17>

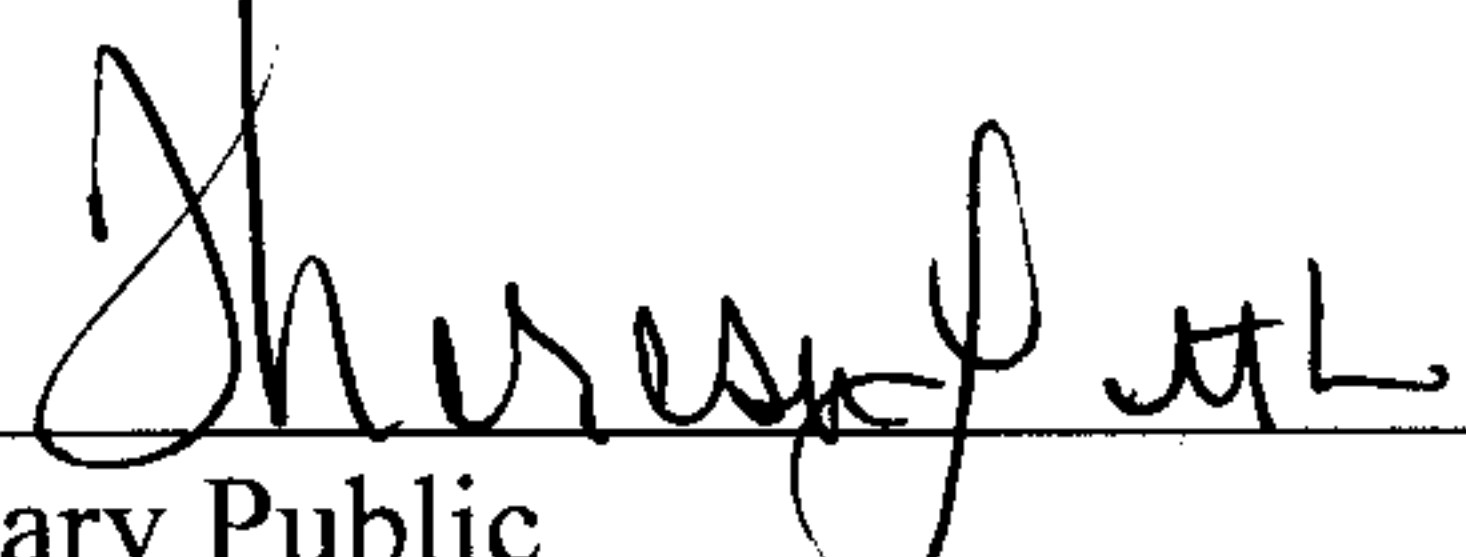
By:  (SEAL)
Name: Lisa Sedgwick
Its: RET Manager

STATE OF TEXAS)

COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, LISA A. SEDGWICK 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 20th day of OCTOBER, 2009.


Notary Public
My Commission Expires: 4-4-12

[NOTARIAL SEAL]

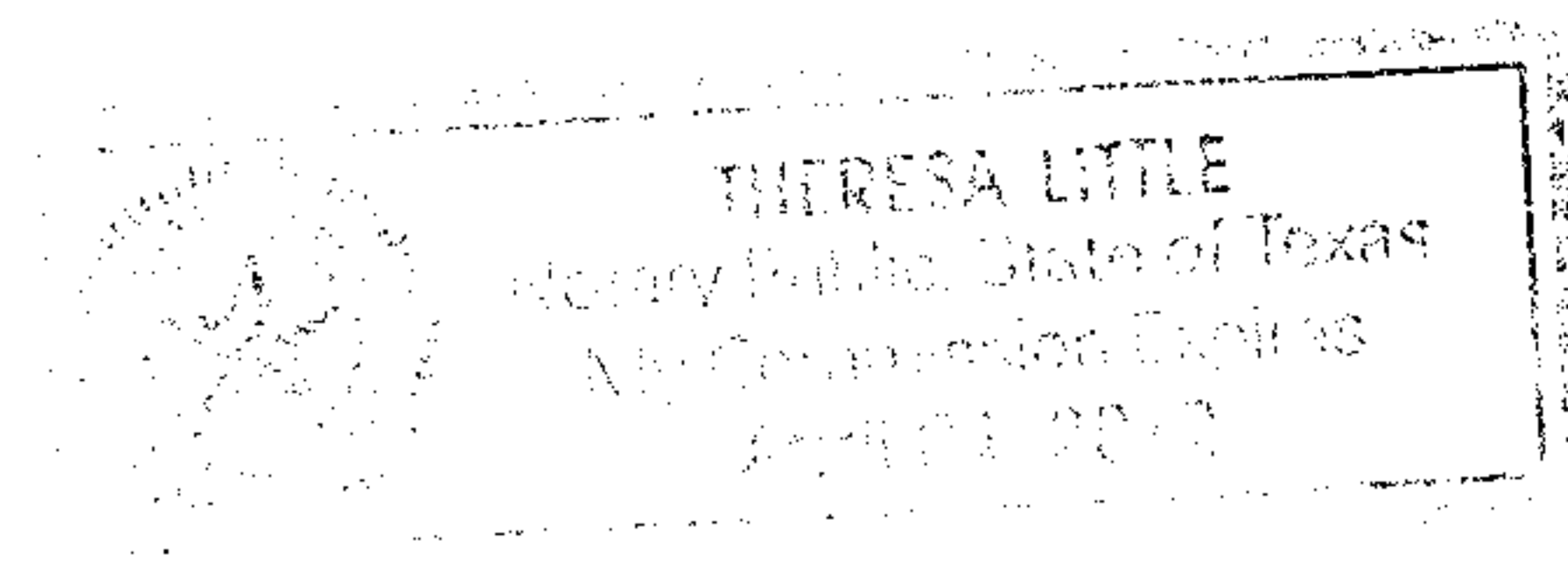


Exhibit 1



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

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, L.P.C.

By: 

Don R. Mueller

Name: _____

Assistant Secretary

Title: _____

PhillieCo, L.P.

By: 

Don R. Mueller

Name: _____

Assistant Secretary

Title: _____

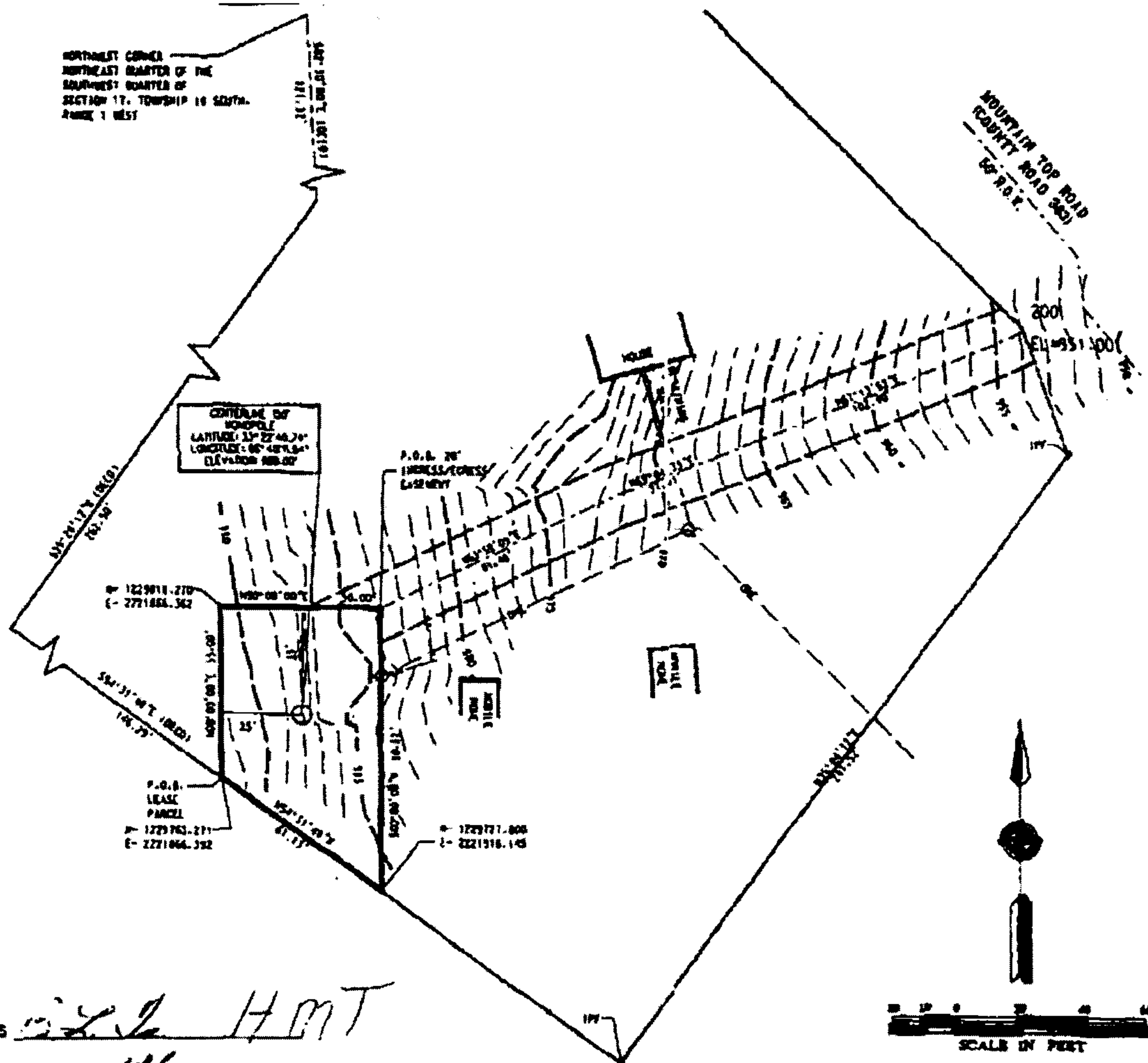
EXHIBIT "A"

Legal Description:

The Parcel is located in the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West; thence with the west line of said quarter run South 02°30'00" East for a distance of 121.32 feet to a point; thence run South 35°28'12" West for a distance of 262.50 feet to a point; thence run South 54°31'48" East for a distance of 146.29 feet to a point, said point also being the Point of Beginning; thence run North 00°00'00" East for a distance of 55.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to a point; thence run South 00°00'00" West for a distance of 90.62 feet to a point; thence run North 54°31'48" West for a distance of 61.13 feet to the Point of Beginning. Said parcel contains 0.09 acres.

Sketch of Site:



Owner Initials SSLP HMT

SSLP Initials MC

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

Trott
20' Ingress/Egress Easement

An easement situated in the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of Section 17, Township 19 South, Range 1 West; thence with the west line of said quarter run South 02°30'00"-East for a distance of 121.32 feet to a point; thence run South 35°28'12" West for a distance of 262.50 feet to a point; thence run South 54°31'48" East for a distance of 146.29 feet to a point; thence run North 00°00'00" East for a distance of 55.00 feet to a point; thence run North 90°00'00" East for a distance of 50.00 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10 feet either side of said centerline as described herein; thence run North 63°59'09" East for a distance of 81.48 feet to a point; thence run North 69°04'33" East for a distance of 37.61 feet to a point; thence run North 67°13'52" East for a distance of 102.90 feet to a point on the west right-of-way of County Road 363, having a prescriptive right-of-way of 50 feet, and also being the terminus of easement.