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Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

Prepared by: Christine Kauffman
~~After recording return to: Debra DiBetta~~
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW. 3rd Floor
Boca Raton, FL 33487
Ph: 1-800-487-7483 ext. 9461

Memorandum of Lease recorded at:
Instrument No.: 20090929000369360

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 5th day of August, 2010 ("Transfer Date"), by **T-MOBILE SOUTH LLC**, a Delaware limited liability company having an address at 12920 SE 38th Street, Bellevue, WA 98006 ("Assignor"), to **SBA TOWERS II LLC**, a Florida limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 ("Assignee").

Preliminary Statement:

On the 4th day of November, 2008, River Place, L.L.C., an Alabama limited liability company ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Site Lease With Option, as amended on May 21, 2010 ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Shelby, State of Alabama, which Real Property is more particularly described on Exhibit "A" attached hereto.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

Zonia N. Veal *Return to*
First National Financial Title Service, Inc.
3237 Satellite Blvd., Suite 450, Bldg 300
Duluth, GA 30096 404-444-1111

SBA Site ID: AL12656-B
SBA Site Name: Caldwell Mill Rd

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenances relating to the Real Property, (ii) all Easements benefiting the Real Property, and (iii) all Improvements constructed on the Real Property or the Easements.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

ASSIGNOR: T-MOBILE SOUTH LLC,
a Delaware limited liability company

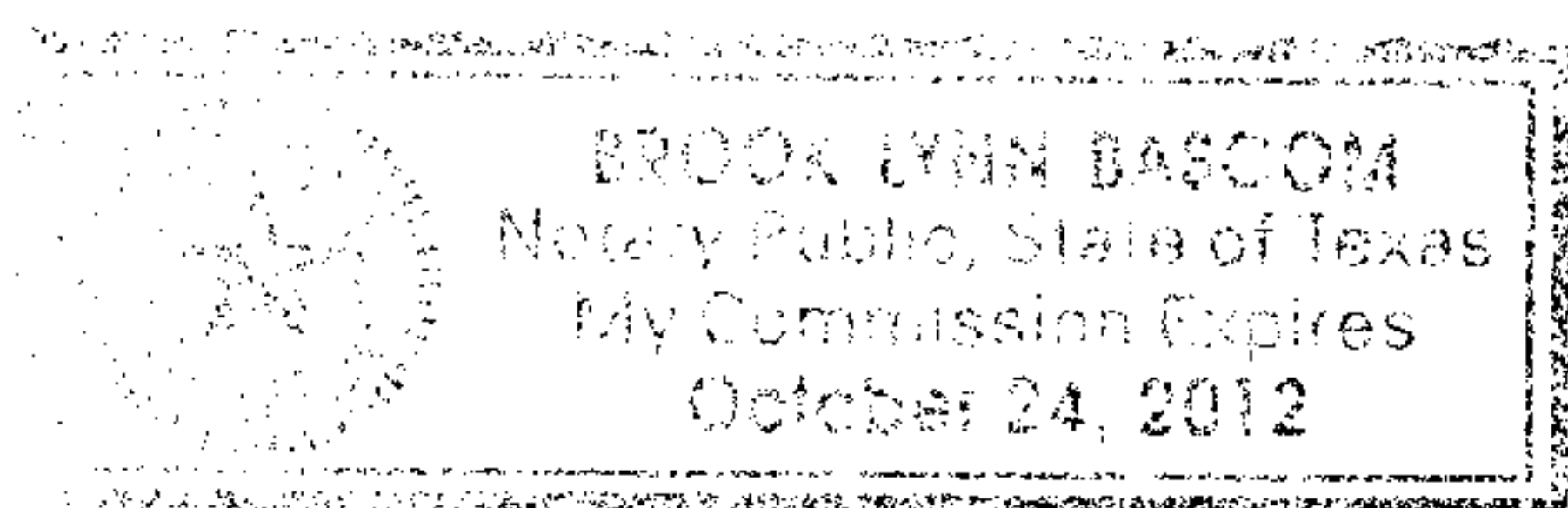
Detrick Smith
Print Name: Detrick Smith

By: J Ledet
Print Name: Jared Ledet
Title: Director-Regional Development South
Region
Date: 8/4/10

Dana Hall
Print Name: Dana Hall

State of Texas
County of Collin

The foregoing instrument was acknowledged before me this 4th day of August, 2010,
by Jared Ledet, Director-Regional Development South Region of **T-Mobile South LLC**, a Delaware
limited liability company, on behalf of the company. The above-named individual is personally
known to me or has produced _____ as identification.



Brook L. Bascom
Notary Public
Print Name: Brook L. Bascom
My Commission Expires: 10/24/2012

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ASSIGNEE: SBA TOWERS II LLC,
a Florida limited liability company

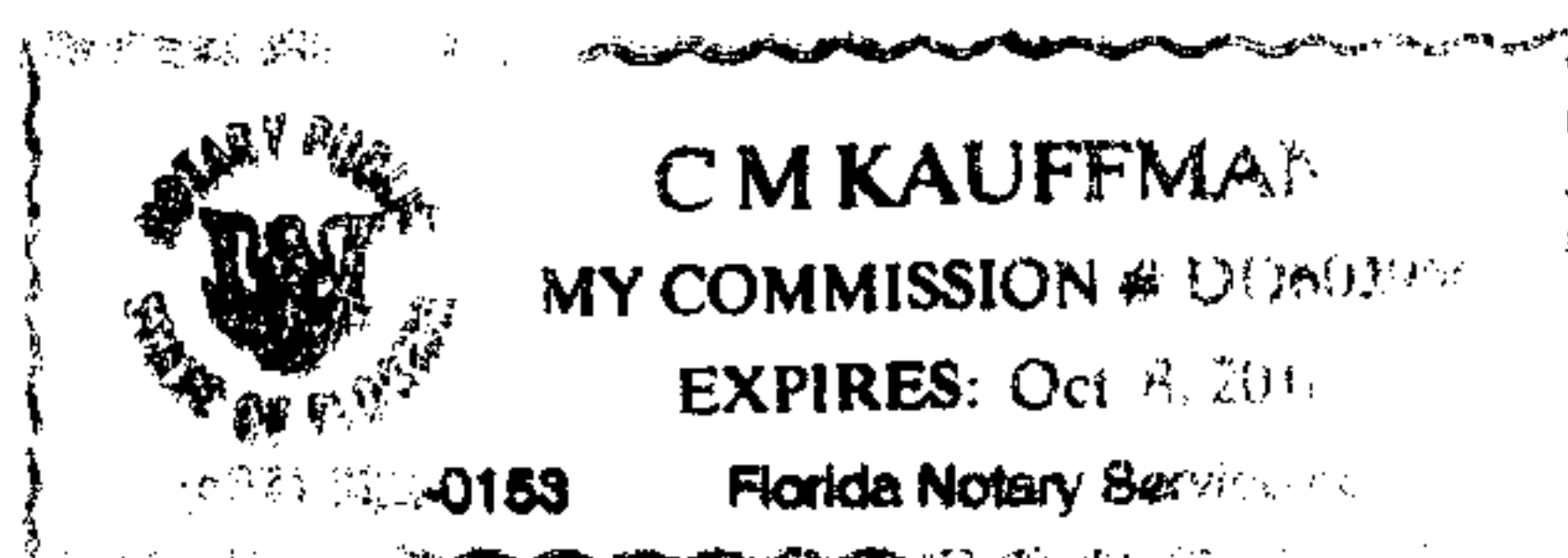
Tamara C. Campbell
Print Name: Tamara C. Campbell

Wendy Carrick
Print Name: Wendy Carrick

By: Alyssa Houlihan
Print Name: Alyssa Houlihan
Title: Director of Leasing
Date: 8/5/10

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 5th day of August, 2010,
by Alyssa Houlihan, Director of Leasing of **SBA Towers II LLC**, a Florida limited liability
company, on behalf of the company. The above-named individual is personally known to me.



CM Kauffman
Notary Public
Print Name: CM Kauffman
My Commission Expires: 10/8/10

SBA Site ID: AL12656-B
SBA Site Name: Caldwell Mill Rd





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EXHIBIT "A"

**Site Lease With Option
Amendment to Site Lease With Option**

SBA Site ID: AL12656-B
SBA Site Name: Caldwell Mill Rd



SITE LEASE WITH OPTION

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THIS SITE LEASE WITH OPTION (this "Lease") is by and between River Place, L.L.C., an Alabama limited liability company ("Landlord") and T-Mobile South LLC, a a limited liability company ("Tenant").

1. Option to Lease.

(a) In consideration of the payment of (the "Option Fee") by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property"), on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) (the "Option Period"). The Option Period may be extended by Tenant for an additional six (6) months upon written notice to Landlord and payment of the sum of a ("Additional Option Fee") at any time prior to the end of the Option Period.

(b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining, at Tenant's expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC") ("Governmental Approvals"), including all land use and zoning permit applications, and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, zoning approvals and variances, land-use permits. Landlord expressly grants to Tenant a right of access to the Property to perform any surveys, soil tests, and other engineering procedures or environmental investigations ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. During the Option Period and any extension thereof, and during the Initial Term or any Renewal Term of this Lease, Landlord agrees that it will not interfere with Tenant's efforts to secure other licenses and permits or authorizations that relate to other property. During the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with Section 12 hereof.

(c) If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 4501 Old Caldwell Mill Road, Birmingham, Shelby, Alabama 35242, comprises approximately 2,025 square feet.

2. Term. The initial term of this Lease shall be five (5) years commencing on the date of exercise of the Option (the "Commencement Date"), and terminating at midnight on the last day of the initial term (the "Initial Term").

3. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord, in writing, of Tenant's intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

4. Rent.

(a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, per month ("Rent"). The first payment of Rent shall be due within twenty (20) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12 below. If this Lease is terminated for any reason (other than a default by Tenant) at a time other than on the last day of a month, Rent shall be prorated as of the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, an IRS Form W-9.

(b) During the Initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal Term, and on each such subsequent anniversary thereof, to an amount equal to the monthly Rent in effect immediately prior to the adjustment date.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not

cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utility lines and a location based system, as such location based system may be required by any county, state or federal agency/department, including, without limitation, additional antenna(s), coaxial cable, base units and other associated equipment (collectively, the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance and upgrade the Antenna Facilities at any time during the term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this Lease.

(b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.

(c) Tenant shall, at Tenant's expense, keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

(d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service.

(e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease.

(f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant.

(g) Landlord shall maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;

(b) immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable results of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises, or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;

(c) upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons;

(d) immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction; or

(e) at the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

Site Number: 9BH1532B
Site Name: Caldwell Mill Road
Market: Birmingham

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9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof, to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.

10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

(a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain.

(b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.

(d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.

(e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: PCS Lease Administrator
And With a copy to: Legal Dept.

And with a copy to:

T-Mobile South LLC
31 Inverness Center Parkway, Suite 600
Birmingham, Alabama 35242
Attn: Lease Administration Manager
And With a copy to: Legal Dept.

If to Landlord, to:

River Place, L.L.C.
c/o Engel Realty Co., L.L.C.
951 18th Street South
Birmingham, Alabama 35205

Send Rent payments to:

River Place, L.L.C.
c/o Engel Realty Co., L.L.C.
951 18th Street South
Birmingham, Alabama 35205

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to



Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Landlord and Tenant shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written notice to Landlord. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon Tenant's receipt of (i) an executed deed or assignment and (ii) an IRS Form W-9 from assignee, and subject to Tenant's consent, if required, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities), and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's Lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorneys' fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in place of this Lease by Tenant.

(d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.

(e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.

(f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state.

Site Number: 9BH1532B
Site Name: Caldwell Mill Road
Market: Birmingham

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(g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

(h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.

(i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.


(j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).

(k) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent, and agrees to indemnify and hold the other party harmless from all claims by such broker or anyone claiming through such broker.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date").

(Signatures on following page)

Site Number: 9BH1532B
Site Name: Caldwell Mill Road
Market: Birmingham


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LANDLORD: River Place, L.L.C., an Alabama limited liability company
By: Engel Properties, L.L.C., an Alabama limited liability company
Its Manager

By: Engel Realty Company, Inc., an Alabama Corporation
Its Manager

By: *Malcolm S. Berhee*
Name: MALCOLM S. Berhee
Title: Senior VP
Date: 11-4-08

TENANT: T-Mobile South LLC, a Delaware limited liability company

By: *Calvin Gray*
Printed Name: Calvin Gray
Title: Area Director, Engineering & Operations
Date: 10-31-08

T-Mobile Legal Approval

EXHIBIT A
Legal Description

The Property is legally described as follows:

PARCEL 1:

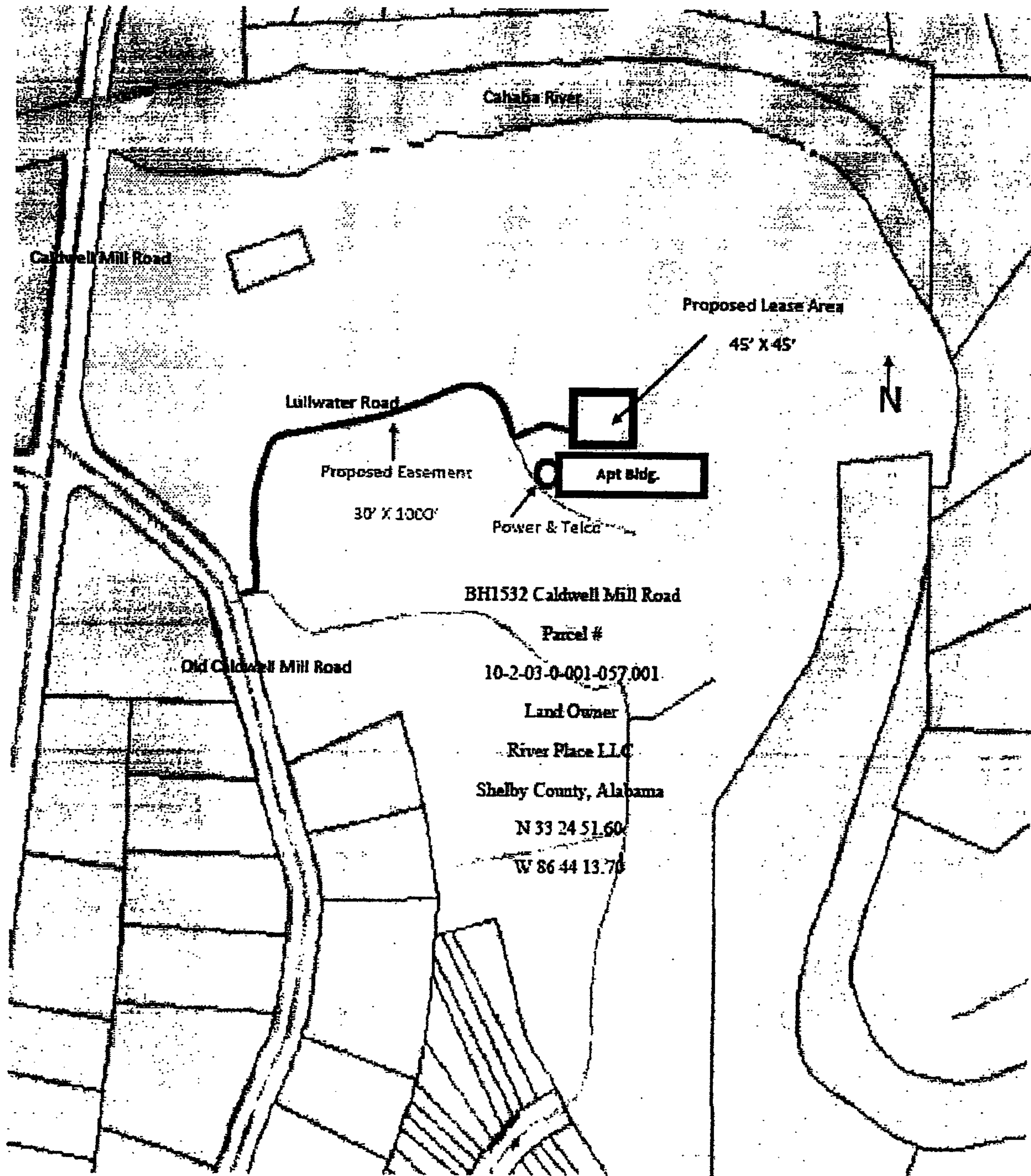
DEPT. OF PROBATE
SHELBY COUNTY JUDGE OF PROBATE
006 18 977.00

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69 degrees, 30 minutes, 50 seconds right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90 degrees, 00 minutes left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90 degrees, 58 minutes, 45 seconds right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6 degrees, 16 minutes, 15 seconds right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7 degrees, 01 minutes, 15 seconds right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106 degrees, 56 minutes, 15 seconds left and run Northeasterly 128.13 feet; thence turn 84 degrees, 50 minutes right and run Southeasterly for 195.0 feet; thence turn 20 degrees, 59 minutes, 30 seconds left and run Southeasterly for 333.22 feet; thence turn 52 degrees, 39 minutes, 30 seconds left and run Easterly for 150.0 feet; thence turn 90 degrees left and run Northerly for 600.14 feet; thence turn 41 degrees, 00 minutes right and run Northeasterly for 300.00 feet; thence turn 14 degrees, 00 minutes left and run Northeasterly for 125.0 feet; thence turn 25 degrees, 00 minutes left and run Northerly for 170.0 feet; thence turn 87 degrees, 58 minutes, 40 seconds right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90 degrees and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley, thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less, thence turn left 31 degrees, 45 minutes and run Southeasterly for 67.96 feet; thence turn left 31 degrees, 45 minutes and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning. Situated in Shelby County, Alabama.

EXHIBIT B

The location of the Premises within the Property (together with access and utilities) is more particularly described and depicted as follows:



20100827000276370 13/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

EXHIBIT C

**Memorandum
of
Lease**

Site Number: 9BH1532B
Site Name: Caldwell Mill Road
Market: Birmingham



20100827000276370 14/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

MEMORANDUM OF LEASE

Assessor's Parcel Number: 10-2-03-0-001-057.001
Between River Place, L.L.C. ("Landlord") and T-Mobile South LLC ("Tenant")

A Site Lease with Option (the "Lease") by and between River Place, L.L.C., an Alabama limited liability company ("Landlord") and T-Mobile South LLC, a limited liability company ("Tenant") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of twelve (12) months after the Effective Date of the Lease (as defined under the Lease), with up to one additional six (6) month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date"). Tenant shall have the right to extend this Lease for four (4) additional and successive five-year terms.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: River Place, L.L.C., an Alabama limited liability company

By: Engel Properties, L.L.C., an Alabama limited liability company
Its Manager

By: Engel Realty Company, Inc., an Alabama corporation
Its Manager

By: *Malcolm S. Bathe*
Name: Malcolm S. Bathe
Title: Senior VP
Date: 11-4-08

TENANT: T-Mobile South LLC, a Delaware limited liability company

By: *Calvin Gray*
Printed Name: Calvin Gray
Title: Area Director, Engineering & Operations
Date: 10-31-08



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Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

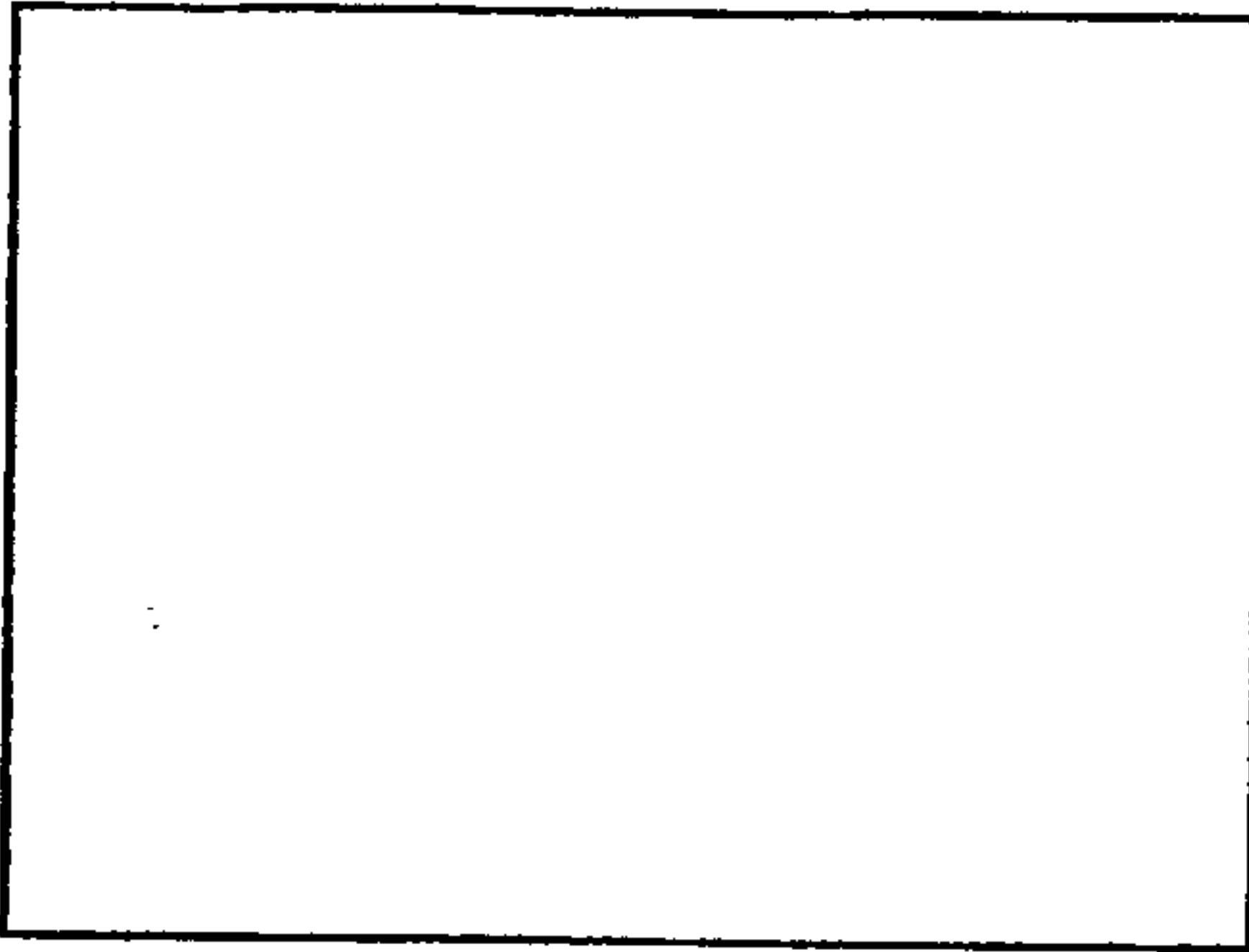
Site Number: 9BH1532B
Site Name: Caldwell Mill Road
Market: Birmingham

[Notary block for Landlord]

STATE OF Alabama)
COUNTY OF Jefferson) ss.

This instrument was acknowledged before me on this date by Maledon S. Beckman [name]
Senior Vice President [title] of River Place, L.L.C., an Alabama limited liability company, on behalf of said limited liability company.

Dated: November 4, 2008



(Use this space for notary stamp/seal)

Peggy Lowry Sears
Notary Public
Print Name PEGGY LOWRY SEARS
My commission expires _____

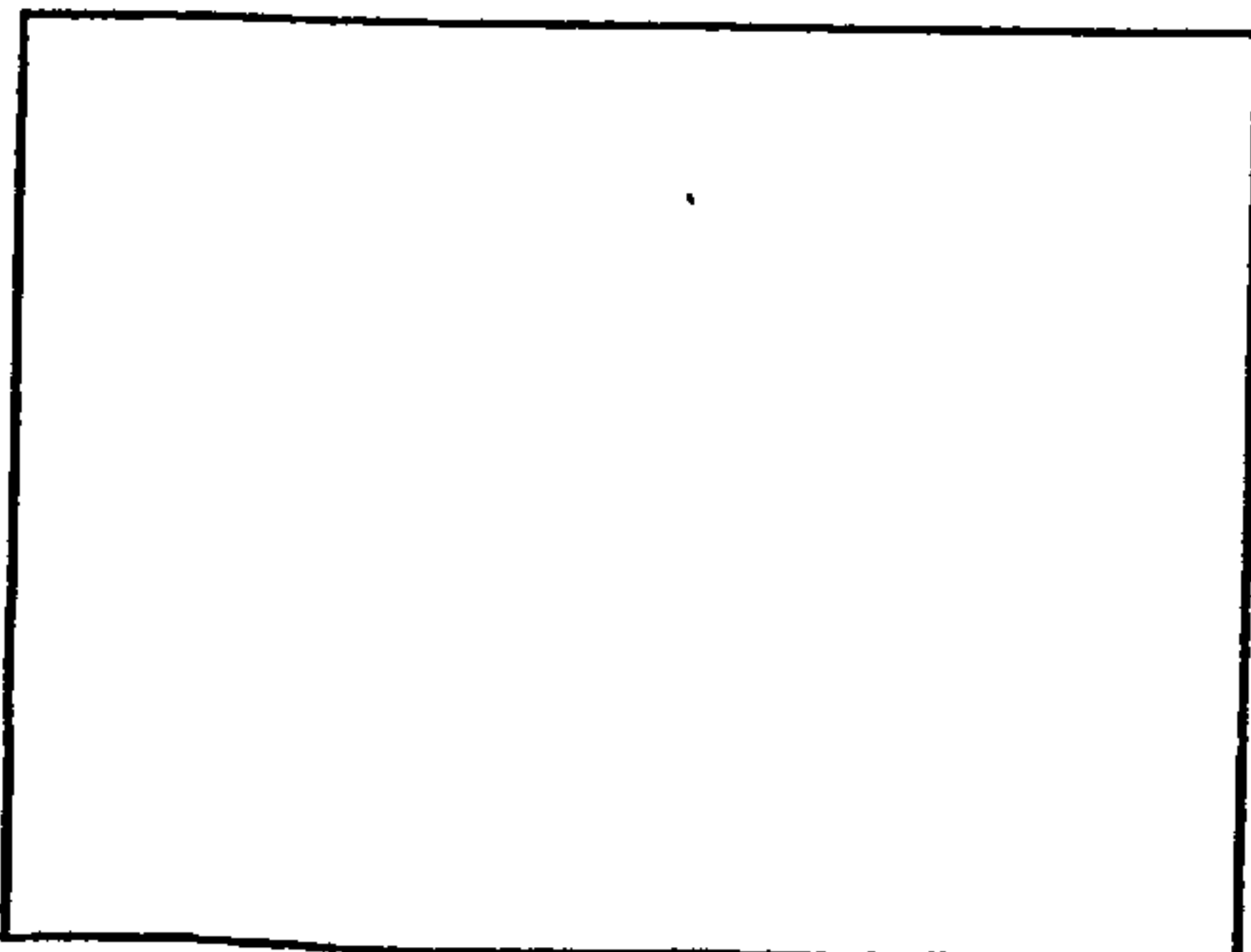
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: May 16, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[Notary block for Tenant]

STATE OF Alabama)
COUNTY OF Shelby) ss.

I certify that I know or have satisfactory evidence that Calvin Gray is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Area Director, Engineering & Operations of T-Mobile South LLC, a Delaware a limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-31-08



(Use this space for notary stamp/seal)

Jacquelyn Kristi Anderson
Notary Public
Print Name Jacquelyn Kristi Anderson
My commission expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 1, 2009
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20100827000276370 16/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

EXHIBIT A
Legal Description

The Property is legally described as follows:

PARCEL I:

DEED
SHELBY COUNTY JUDGE OF PROBATE
006 NB 977.00

A Tract of land situated in the NW 1/4 of Section 3, Township 19 South, Range 2 West, Shelby County, Alabama, said tract being part of Block 2 of Altadena Park, as recorded in Map Book 5, Page 73, part of Lot 1, Butte Woods Ranch Addition to Altadena Valley as recorded in Map Book 5, Page 1, all recorded in the Probate Office of Shelby County, Alabama, said tract of land more particularly described as follows:

Commence at the Southwest corner of the NE 1/4, NW 1/4 of said Section 3, and run thence Easterly along the South line thereof 69.02 feet; thence turn 69 degrees, 30 minutes, 50 seconds right and run Southeasterly 96.27 feet to the point of beginning, said point being on the Northerly line of Lot 1 of said Altadena Park; thence turn 90 degrees, 00 minutes left and run Northeasterly 240.0 feet to the Northern most corner of said Lot 1; thence turn 90 degrees, 58 minutes, 45 seconds right and run Southeasterly 149.79 feet to the Southeast corner of said Lot 1; thence turn 6 degrees, 16 minutes, 15 seconds right and run Southeasterly along the Easterly line of Lot 2 of said subdivision 144.94 feet to the most Easterly corner of Lot 2; thence turn 7 degrees, 01 minutes, 15 seconds right and run Southerly along the Easterly line of Lot 3 of said subdivision for 57.52 feet to a point on last said lot line; thence turn 106 degrees, 56 minutes, 15 seconds left and run Northeasterly 128.13 feet; thence turn 84 degrees, 50 minutes right and run Southeasterly for 195.0 feet; thence turn 20 degrees, 59 minutes, 30 seconds left and run Southeasterly for 333.22 feet; thence turn 52 degrees, 39 minutes, 30 seconds left and run Easterly for 150.0 feet; thence turn 90 degrees left and run Northerly for 600.14 feet; thence turn 41 degrees, 00 minutes right and run Northeasterly for 300.00 feet; thence turn 14 degrees, 00 minutes left and run Northeasterly for 125.0 feet; thence turn 25 degrees, 00 minutes left and run Northerly for 170.0 feet; thence turn 87 degrees, 58 minutes, 40 seconds right and run Easterly for 137.41 feet to a point on the East line of the NE 1/4 of NW 1/4, Section 3, Township 19 South, Range 2 West; thence turn left 90 degrees and run Northerly along said 1/4-1/4 line for 270 feet, more or less, to the Westerly bank of the Cahaba River; thence run Northerly and Westerly along the Southwest bank of said river 1400 feet, more or less, to the West line of the NE 1/4 of the NW 1/4 of said Section 3, said point also being on the Easterly line of Lot 1 of said Butte Woods Ranch Addition to Altadena Valley, thence run Northerly along last said 1/4-1/4 section line and said lot line for 90 feet, more or less, to the Northeasterly corner of said Lot 1; thence turn left and run Westerly along the Northerly line of said Lot 1 for 240 feet, more or less, to the Northwest corner of said Lot 1; thence turn left and run Southwesterly and along the Easterly right of way line of Caldwell Mill Road for 425 feet, more or less, thence turn left 31 degrees, 45 minutes and run Southeasterly for 67.96 feet; thence turn left 31 degrees, 45 minutes and run Southeasterly along the new Northeasterly right of way line of Old Caldwell Mill Road for 231.58 feet to the beginning of a curve to the right having a radius of 263.05 feet; thence continue Southeasterly and along said right of way line and along the arc of said curve 162.13 feet to the end of said curve; thence continue Southeasterly on a course tangent to said curve, and along said right of way line 245.3 feet to the point of beginning. Situated in Shelby County, Alabama.



20100827000276370 17/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

In the event of conflict or inconsistency between the terms of this Addendum and this Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in this Lease.

1. Section 1(c) of the Lease is deleted and replaced with the following:

"If Tenant exercises the Option, then Landlord hereby leases to Tenant that portion of the Property sufficient for placement of the Antenna Facilities (as defined below), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 4501 Old Caldwell Mill Road, Birmingham, Shelby, Alabama 35242, comprises approximately 2,025 square feet. In no event shall Option Fee be applied as Rent, as defined in Section 4, nor shall Option Fee be refunded to Tenant."

2. Section 4 (a) of the Lease is deleted and replaced with the following:

"Tenant shall pay Landlord, as Rent, Nine Thousand Six Hundred and No/100 Dollars (\$9,600.00) per year ("Rent"). Rent shall be payable upon Commencement Date and annually thereafter on the anniversary date of the Commencement Date at Landlord's address specified in Section 12 below. For the purpose of this Lease, all references to "year" shall be deemed to refer to a period of twelve (12) full consecutive calendar months. Notwithstanding anything to the contrary contained herein, if this Lease is terminated by Tenant under Section 8, Landlord shall not be obligated to refund any unearned rent."

Section 4 (c) is added as follows:

"Landlord represents to Tenant that Landlord's Lender (as herein defined) must approve the Lease and any required Subordination and Non-disturbance Agreement (SNDA). Capmark Finance, Inc. ("Capmark") as authorized agent for Landlord's Lender, has consented to the request by Landlord to enter into this Lease with Tenant. The consent is subject to review and approval of the Lease and SNDA by legal counsel for Capmark. A legal fee retainer in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) was required from Tenant prior to lender's legal counsel commencing the legal review of the Lease and SNDA.

Tenant agreed to pay the retainer, deposited the retainer directly with lender's legal counsel, and in consideration thereof, upon commencement of the Lease, Landlord agrees to credit the payment of the retainer as prepaid rent."

3. Section 5 of the Lease is deleted and replaced with the following:

"The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities. Tenant shall maintain the Premises in a clean, safe, and sanitary condition throughout the term of this Lease."

4. Section 7 (d) of the Lease is deleted and replaced with the following:

"Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service. The Landlord shall approve final construction drawings for utility location, which approval shall not be unreasonably withheld, conditioned, denied, or delayed. Landlord shall signify approval by signing off on the final construction drawings for utility location and shall signify disapproval by sending Tenant written notice of such disapproval. Any notice of such disapproval must state with specificity the reasons for Landlord's objections and what Tenant must do to make the drawings approvable by Landlord. Landlord further agrees to cooperate with Tenant so that Tenant can modify the final construction drawings for utility location for Landlord's reasonable approval as provided above. Landlord shall have ten (10) days from the date of receipt of final construction drawings or any modified final construction drawings to approve or disapprove of the same or the final construction drawings shall be deemed approved. In the event this Lease terminates for any reason, Landlord shall take possession of the installed utilities (with the exception of the emergency power generator).

5. Section 7 (e) of the Lease is deleted and replaced with the following:

"As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant non-exclusive easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements"). The Easements provided hereunder shall have the same term as this Lease."

6. Section 7 (f) of the Lease is deleted and replaced with the following:

"Tenant shall have access to the Premises ("Access") during normal business hours, Monday through Friday, except holidays, during the Initial Term of this Lease and any Renewal Term at no charge to Tenant. However, Tenant shall have access to the Premises 24-hours-a-day, 7-days-a-week for the purpose of addressing an emergency ("Emergency Access") or service interruption, as determined in Tenant's sole discretion."

7. Section 7 (g) of the Lease is deleted and replaced with the following:

"Tenant shall construct, maintain and repair all access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense. Any access roadways constructed and maintained by Tenant shall be for Tenant's exclusive use."

8. Section 8 (d) of the Lease is deleted and replaced with the following:

"immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction. However, the abatement period shall not exceed ninety (90) days unless extended in writing by Landlord for a maximum of one hundred eighty (180) days; or"

9. Section 10 of the Lease is deleted and replaced with the following:

"Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10."

10. Section 11 (a) of the Lease is deleted and replaced with the following:

"Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Landlord shall be named as an additional insured on Tenant's Commercial General Liability Insurance policy. Tenant shall notify Landlord by way of written notice thirty (30) days prior to the termination or cancellation of any insurance policy that includes Landlord as an additional insured."

11. Section 11 (c) of the Lease is deleted and replaced with the following:

"(c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party and the holder of the first priority mortgage lien covering the property ("Landlord's Lender") from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same."

12. Section 15 of the Lease is deleted and replaced with the following:

"Assignment and Subleasing. Tenant shall have the right to assign or otherwise transfer this Lease and the Easements (as defined above) granted herein upon written approval from Landlord, said approval not to be unreasonably withheld. Upon such assignment, Tenant shall be relieved of all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligations hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following; any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's sole discretion. Upon assignment and including such assignment where Tenant's consent is required and received, Landlord shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Notwithstanding anything to the contrary above, neither Landlord nor Tenant may assign, sublease or otherwise transfer this Lease and the Easements (as defined above) without the prior written consent of Landlord's Lender.

Neither Landlord nor Tenant may, without the prior written consent of Landlord's Lender, grant a security interest in this Lease (and as regards the Tenant and the Antenna Facilities), or collaterally assign this Lease (and as regards the Tenant and the Antenna Facilities) to any mortgagees or holders of security interests, including their successors or assigns (collectively "Secured Parties"). In the event that Landlord's Lender consents to such grant of a security interest or collateral assignment of this Lease, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties."

13. Section 16 of the Lease is deleted and replaced with the following:

"Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns. As stated in paragraph 7 (e) above, all easements provided hereunder shall have the same term as this Lease and terminate at the expiration or earlier termination of this Lease."

14. Section 17 of the Lease is deleted in its entirety.

LANDLORD: River Place, L.L.C., an Alabama limited liability company

By: Engel Properties, L.L.C., an Alabama limited liability company
Its Manager

By: Engel Realty Company, Inc., an Alabama corporation
Its Manager

By: *Malcolm S. Berke*
Name: MALCOLM S. Berke
Title: SENIOR VP
Date: 11-4-08

TENANT: T-Mobile South LLC, a Delaware limited liability company

By: *Calvin Gray*
Printed Name: Calvin Gray
Title: Area Director, Engineering & Operations
Date: 10-31-08

Site # 9BH1532B / Caldwell Mill Road

AMENDMENT TO SITE LEASE WITH OPTION AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into on _____, 2010 (the "Amendment Effective Date"), by and between River Place, L.L.C., an Alabama limited liability company ("Lessor"), and T-Mobile South LLC, a limited liability company ("Lessee").

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a Lease Agreement, dated November 4, 2008 (the "Lease") with respect to Premises located at 4501 Old Caldwell Mill Road, Birmingham, AL, 35242, along with all necessary space for access and utilities. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. In consideration of Lessee's additional payment of _____ which payment will be made to Lessor within twenty (20) days after the Amendment Effective Date, the Option Period shall be and is hereby extended from May 4, 2010 through November 3, 2010. If required, an additional Option Period from November 4, 2010 through May 3, 2011, which payment will be made at that time under the same conditions with consideration of _____.

2. The parties hereby expressly acknowledge, agree, ratify and affirm that the Lease continues to be valid and in full force and effect, as modified by this Amendment. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment will govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

ATTEST:

Martha Gullion

River Place, L.L.C., an Alabama limited liability company

Mark Smith
Date: 5-4-10

Witness to: T-Mobile South LLC

Jasmin Tardif
Printed Name: Jasmin Tardif

T-MOBILE SOUTH LLC

By Calvin Gray
Printed Name: Calvin Gray
Title: Area Director, Engineering & Operations
Date: 5-21-10

20100827000276370 21/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

EXHIBIT "B"
SURVEY
(ATTACHED)

SBA Site Name: Caldwell Mill Rd
SBA Site ID: AL12656-B

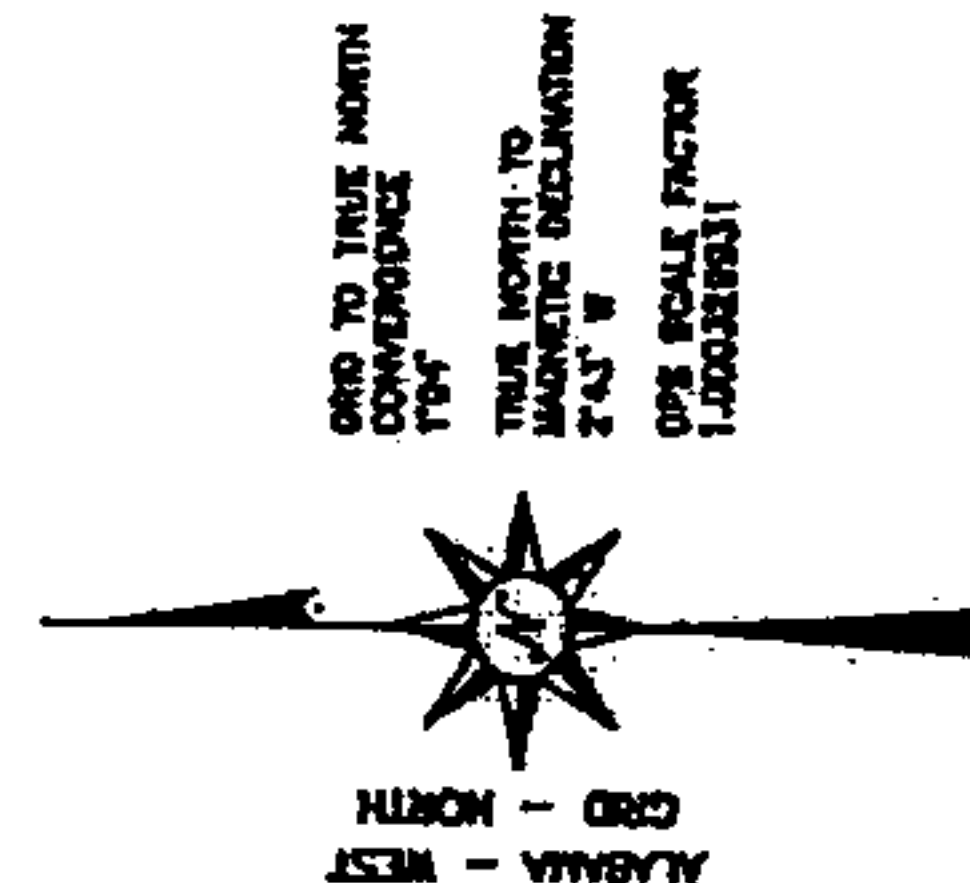


20100827000276370 22/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

Date: 12-3-88

[illegible]

SITE ADDRESS
4501 OLD CALDWELL MILL ROAD
BIRMINGHAM, AL 35242



ATTENTION NOTE:

[illegible]

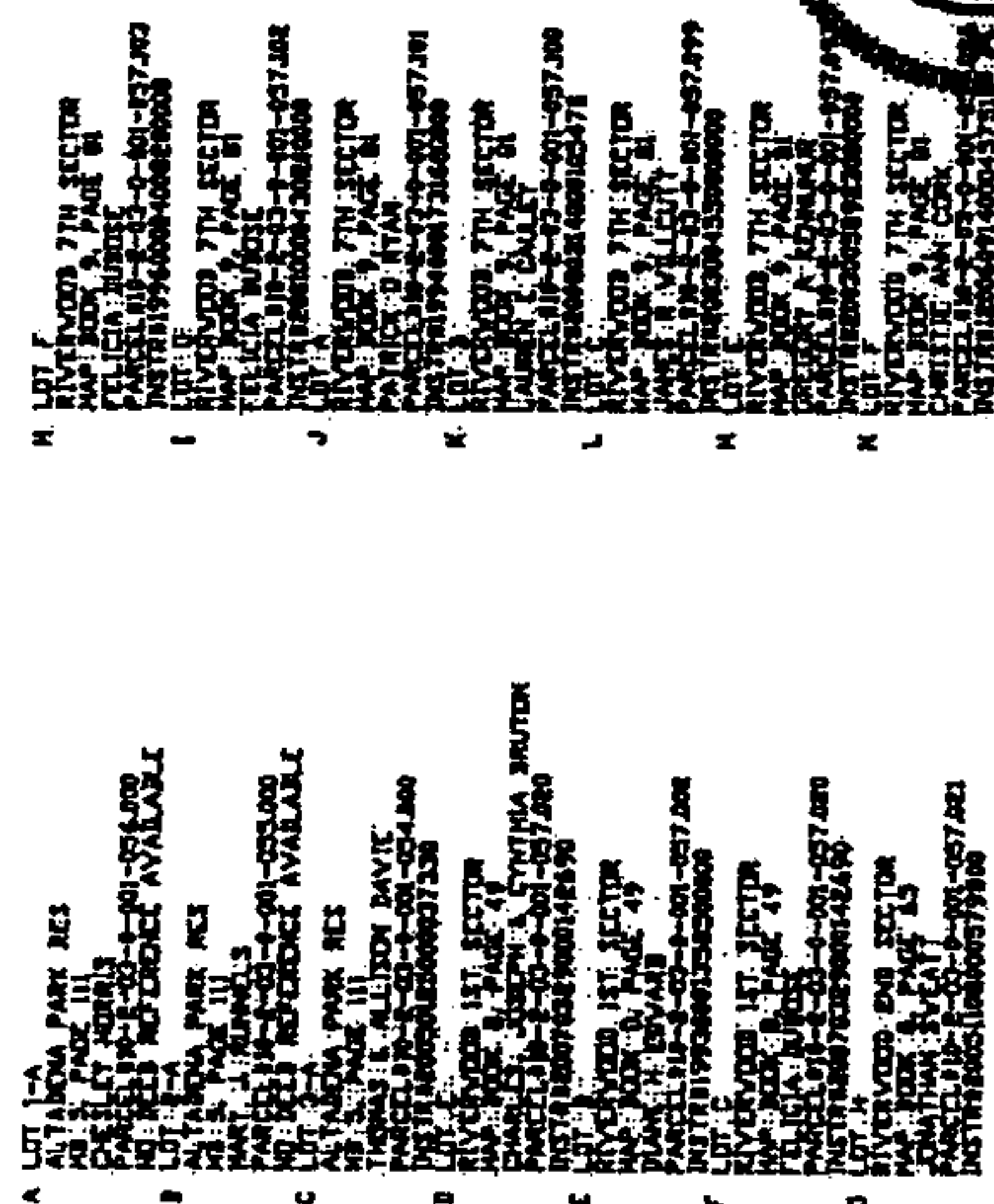
20100827000276370 23/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

CALDWELL MILL ROAD
9BH1532B
NW 1/4, SEC. 3, T-19-S, R-2-W
SHELBY COUNTY, ALABAMA

MMS

BMW Engineering Group, Inc.
108 Oak Mountain Circle
Fellham, Alabama 35124
(205) 252-6985
Fax: (205) 320-1504

TYPE OF SURVEY TOPOGRAPHIC & LEASE PARCEL		CLIENT		T-MOBILE SOUTH LLC		31 INDEPENDENCE PARKWAY, SUITE 600 BIRMINGHAM, AL 35244	
SHEET 1 OF 2		DATE 08/08/09		DRAWN BY JAN		PROJECT 08-0859	



8BH1532B
NW 1/4, SEC. 3, T-19-S, R-22-E
SHELBY COUNTY, ALABAMA

William H. Harrison, M.D.
William H. Harrison, M.D.
Alabama Physician No. 19753



MMS
engineering group, inc.

BMW Engineering Group, Inc.
205 Oak Mountain Circle
Pelham, Alabama 35124
(205) 452-6985
Fax: (205) 310-1504

[illegible]

FLIGHT NOTES

The subject property appears to be in Zone "X" of the Flood Insurance Rate Map Community Flood Map 01117C00000, which bears an effective date of September 21, 2008 and is NOT in a special flood hazard area. No flood measurements were used in this determination and an elevation certificate may be needed for verification.

PLEASE ANSWER (BY MAILING)

[illegible]

BY FURNISHING AND UTILITY BILLING, AS SUPPLIED

an account of land being a portion of that certain tract of land as described in instrument 2031-1912 in the Judge of Probate Office, Stacey County, Nebraska lying in Township 19 South, Range 2 West and being more particularly described as follows:

[illegible]

CONSIDERING BY THE ABOVE LETTER, FOR

An account of land being a portion of that certain tract of land as described in Ordinary/EC01-11812 in the Judge of Probate Office, Shelby County, Alabama, lying in Section 3, Township 15 South, Range 2 West and being more particularly described as follows:

LIFE-TIME DEFINITION

三、臺灣省 1991-1992

currently verify, check, or certify the survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Indiana in the area of any subdivisions, subdivisions, and related.

The survey measurements were made in accordance with the minimum angle, distance, and clearance requirements for Survey Measurements When Control Load Restriction for ALTA/ACSM Level This way.

PARENT TRACT DESCRIPTION (STANDARD 6001-7002)

10-10-2014

A tract of land situated in the NW 1/4 of Section 2, Township 10 South, Range 2 West, Study County, Alabama, said being part of Block 2 of Alabama Park, as recorded in Book 5, Page 25, part of Lot 1 being sold to the Alabama Valley, as recorded in Book 5, Page 1, said recorded in the Probate Office of Study County, Alabama, said tract of land more particularly described as follows:

[illegible]

BELOW-NOTICE LETTER

This survey is based on a RFA report prepared by US Title Solutions, Commonwealth No. 1117-ALBERT-5034, dated June 15, 2008.

are not listed below are standard life occupations and/or are not mothers or house that pertain to this survey.

[illegible]

He Susan E. Huff and William F. Clark III and wife Jeannette North Clark and Grimes table of 1/3/1983 recorded 1/17/1986 in book 240 page 82. Shown on survey.

statement by Ontario to Northern Power Company, dated 1/10/1983, recorded 7/9/1983 in book 232, page 43. Supportive document lacks sufficient information to determine effects.

transmitted by Richardson Hannay Incorporated to Adams-Power Company, dated 8/2/1964 recorded 0/22/1964. In book 232 page 714, Does official. Marked in nature, therefore not shown.

owned by Suburban Homes, Inc. to Alabama Power Company, a corporation, and Southern Bell Telephone and Telegraph Company, a corporation, dated 1/27/1963 recorded 3/3/1963 in book 234-
page 481. Recorded in nature, therefore not correct.

assessments by Suburban Homes, Inc. to Alabamas Power Company dated 7/13/1945 recorded 7/27/1953 in book 238, page 98, Doc. not affiled.

turned by E. M. Bailey, a witness, to Alabama Power Company dated 11/11/1916 recorded /30/1917 in book 247 page 422. Does not affect.

Right of Way by Invention Co., Ltd. to South Central Bell Telephone Company, dated 10/24/1972 recorded 11/19/1972 in book 277 page 219. Affidavit parent tract. Location of right of way on parent tract. Not Admitted.

lots of Roy by Investment Co., Ltd. in South Central Bell Telephone Company, noted dated 11/11/1910 recorded 1/21/1911 in book 247 page 287

of War in London, Oct. 14, in South Circular Road Telephone Exchange 4144 and 4145.

11/7/1972 recorded 11/24/1972 in book 277 page 422. Affixes parent track. Location of right of way on parent tract cannot be determined.

insured by B. H. Bailey, a witness, to Alabama Power Company, a corporation, dated 2/23/1973 recorded 2/23/1973 in book 298 page 741. Affects parent tract. Location of Easement on parent tract cannot be determined.

attest: **Engel Mortgage Company, Inc.**, to **Lansford Investment Co. Ltd.**, dated **5/31/1983**
 recorded **7/20/1983** in book **51** page **655**. No subsequent document recorded.

Manufactured by Tom Reed and William D. Sellers, a Partnership in Allegan, Ind., Inc., C.R. Sherraden, J.B. Sherraden, Jr., and Michael A. Morison 1845 Adams Forest, Parkersburg, an Adams General

authorship, dated 4/31/1910 recorded 1/20/1953 in book 51 page 267. The supporting document supplied.

copy as may be over-pass, via, to South Centre Ltd telephone company, dated 2/12/1984 received 2/30/1984 in book 6 page 813. My supportive document supplied. Supporting document India confirmed information to determine affilia.

received by Mrs. Rose, Inc. to Morris Corp. of Alabama, LLC, dated 1/18/2008, received 1/31/2008 in returned Net2000022100004770. Does other. Request to return therefore not shown.

Not dated 9/7/1964 recorded 9/18/1964 in instrument No. 196-681000055370, Shown on survey.

Card deleted 8/1/1971 recorded 10/18/1972 in Instrument No. 1872018000051348. Shown on survey.

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Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT

Site # 9BH1532B / Caldwell Mill Road

AMENDMENT TO SITE LEASE WITH OPTION AGREEMENT

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into on _____, 2010 (the "Amendment Effective Date"), by and between River Place, L.L.C., an Alabama limited liability company ("Lessor"), and T-Mobile South LLC, a limited liability company ("Lessee").

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee entered into a Lease Agreement, dated November 4, 2008 (the "Lease") with respect to Premises located at 4501 Old Caldwell Mill Road, Birmingham, AL, 35242, along with all necessary space for access and utilities. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease.

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. In consideration of Lessee's additional payment of which payment will be made to Lessor within twenty (20) days after the Amendment Effective Date, the Option Period shall be and is hereby extended from May 4, 2010 through November 3, 2010. If required, an additional Option Period from November 4, 2010 through May 3, 2011, which payment will be made at that time under the same conditions with consideration of:

2. The parties hereby expressly acknowledge, agree, ratify and affirm that the Lease continues to be valid and in full force and effect, as modified by this Amendment. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment will govern and control.

IN WITNESS WHEREOF, the parties have executed this Amendment on the day and year first written above.

ATTEST:

Martha Gullion

River Place, L.L.C., an Alabama limited liability company

Mark Smith
Date: 5-4-10

Witness to: T-Mobile South LLC

Jasmin Tardif
Printed Name: Jasmin Tardif

T-MOBILE SOUTH LLC

By Calvin Gray
Printed Name: Calvin Gray
Title: Area Director, Engineering & Operations
Date: 5-21-10



20100827000276370 25/25 \$84.00
Shelby Cnty Judge of Probate, AL
08/27/2010 11:25:41 AM FILED/CERT