

This Instrument Prepared By:
Matthew W. Barnes, Esq.
Burr & Forman, LLP
420 20th Street North, Suite 3400
Birmingham, Alabama 35203

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # 279129

Cross Reference to:
Instrument Number 200515/3767
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

**AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT** (this "Memorandum") is made and entered into
effective as of March 15th, 2011, by and between **D. BRUCE IRWIN** (having a
mailing address of 2147 Riverchase Office Road, Birmingham, Alabama 35244) ("LESSOR"),
and and **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company,
successor by merger to BellSouth Mobility LLC, a Georgia limited liability company, successor
by corporate election with BellSouth Mobility Inc., a Georgia corporation (having a mailing
address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004) ("TENANT").

WITNESSETH:

WHEREAS, R. Charles Stagner ("Stagner") and TENANT entered into that certain
Option and Lease Agreement dated February 26, 1999, (the "Original Agreement"), covering
certain real property, together with easements for ingress, egress and utilities thereto, as
described in Exhibit "A" attached hereto (the "Property"), a memorandum of which was filed for
record on October 19, 2001 as Instrument No. 2001-45424, in the Office of the Judge of Probate
of Shelby County, Alabama (the "MOL");

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated
December 27, 1999, and that certain General Warranty Deed dated December 27, 1999 and
recorded as Instrument No. 1999-52568 in the Office of the Judge of Probate of Shelby County,
Alabama, LESSOR succeeded to all of Stagner's right, title and interest in and to the Property
and the Original Agreement;

WHEREAS, the Original Agreement was amended pursuant to that certain Amendment
to Lease Agreement entered into by and between LESSOR and TENANT dated March 9, 2001
(the "First Amendment" and together with the Original Agreement, the "Agreement");

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on April 30, 2024 (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 Second Amendment to Option and Lease Agreement dated as of the date hereof:

**MEMORANDUM OF SECOND AMENDMENT TO
OPTION AND LEASE AGREEMENT**

Lessor: D. Bruce Irwin, with a mailing address of 2147 Riverchase Office Road, Birmingham, Alabama 35244.

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

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


Initial Lease Term: For a term of five (5) years, beginning on May 1, 1999.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on April 30, 2014 .

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 April 30, 2044.


Option to Purchase: No.

Right of First Refusal: No.


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Shelby Cnty Judge of Probate, AL
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All of the terms, provisions, covenants and agreements contained in the Agreement, as amended by that Second Amendment to Option and Lease 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 Second Amendment to Option and Lease 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 Second Amendment to Option and Lease Agreement of even date herewith, shall remain and continue in full force and effect. This Memorandum 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.]



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IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of Second Amendment to Option and Lease Agreement effective as of the day and year first written above.

LESSOR:


D. BRUCE IRWIN

STATE OF ALABAMA)


COUNTY OF Shelby)

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

Given under my hand and seal this 24th day of February, 2011.


Notary Public

My Commission Expires: 08-11-2012
[SEAL]


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TENANT:

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

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

By: [Signature] (SEAL)
Name: Nellie Jabbari
Its: Area Manager Real Estate Transactions


STATE OF Georgia)
COUNTY OF Fulton)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, Nellie Jabbari, whose name as Area Manager Real Estate Transactions of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, has signed the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, she with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 15th day of March, 2011.

[Signature]
Notary Public

My Commission Expires: 11-5-2013
[SEAL]


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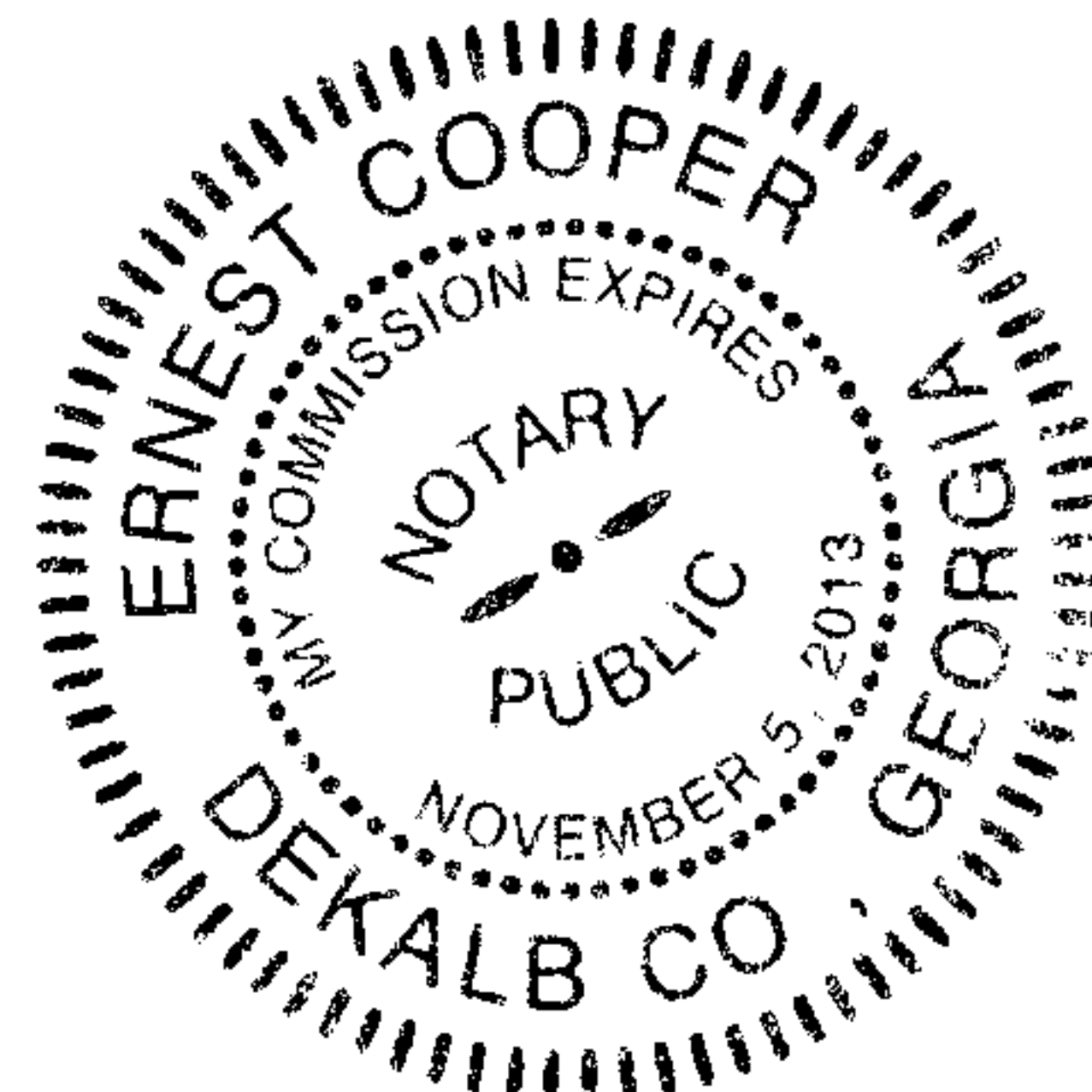


EXHIBIT "A"

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: From the southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19, run in a easterly direction along the south line of said Quarter-Quarter Section for a distance of 383.29 feet; thence turn and angle to the left of 90 degrees 00 minutes and run in a northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 114 degrees 23 minutes 53 seconds to the tangent of a curve to the left, said curve having a central angle of 23 degrees 56 minutes 00 seconds and a radius of 430.00 feet and being concave in a northerly direction; thence run in an easterly direction along the arc of said curve and said southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the northeasterly corner of the John H. Harland Company property; thence turn an angle to the right and run in a southerly direction along a line radial to said curve, and along the easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin (measures 204.08 feet); thence turn an angle to the left of 19 degrees 00 minutes (measures 19 degrees 54 minutes 54 seconds) and run in a southeasterly direction for a distance of 92.59 feet more or less to a point (measures 92.59 feet to a iron pin); thence turn an angle to the right of 0 degrees 02 minutes 30 seconds (measures 0 degrees 04 minutes 30 seconds) and run in a southeasterly direction for a distance of 417.62 feet to an existing iron pin (measures 417.14 feet); thence turn an angle to the left of 92 degrees 58 minutes 46 seconds (deed 93 degrees 00 minutes 37 seconds) and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 70 degrees 41 minutes 35 seconds East for a distance of 42.26 feet to a iron pin and the point of beginning of the property herein described; thence continue North 70 degrees 41 minutes 35 seconds East for a distance of 80.00 feet to an existing iron pin; thence turn an angle to the left of 87 degrees 01 minutes 26 seconds (deed 86 degrees 59 minutes 23 seconds) and run North 16 degrees 19 minutes 51 seconds West for a distance of 70.10 feet to an iron pin; thence turn an angle to the left of 92 degrees 58 minutes 34 seconds and run South 70 degrees 41 minutes 35 seconds West for a distance of 80.00 feet to an iron pin; thence turn an angle to the left of 87 degrees 01 minutes 26 seconds and run South 16 degrees 19 minutes 51 seconds East for a distance of 70.10 feet to the point of beginning. Containing 5600.4 square feet.

All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

Together with easements for ingress, egress and utilities thereto.