


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


20110613000174080 1/10 \$113.50
Shelby Cnty Judge of Probate, AL
06/13/2011 02:50:36 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. 1997-11176
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

Shelby County, AL 06/13/2011
State of Alabama
Deed Tax: \$74.50

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

THIS AGREEMENT AND MEMORANDUM OF SECOND AMENDMENT TO PCS SITE AGREEMENT ("Memorandum") is made and entered into effective as of DECEMBER 15, 2010, by and between **ROBERT J. DOW** (having a mailing address of 101 Paradise Lake Road, Hoover, AL 35244) ("**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**"). *ATTORNEY IN FACT, SEE EXHIBIT 1 ATTACHED hereto.*

WHEREAS, Lessor and Tenant entered into that certain PCS Site Agreement last dated September 19, 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**"), which lease was filed for record on September 19, 1996 as Instrument No. 1997-11176 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**");

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

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on September 18, 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 Second Amendment To PCS Site Agreement dated as of the date hereof:

**MEMORANDUM OF SECOND AMENDMENT
TO PCS SITE AGREEMENT**

Lessor: Robert J. Dow, with a mailing address of 101 Paradise Lake Road, Hoover, AL 35244.

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 ten (10) years, beginning on September 19, 1996.

Expiration Date: The first extension having been exercised, if not otherwise extended or renewed, the Agreement shall expire on September 18, 2011.

Right to Extend or Renew: Tenant has the right to extend/renew the Agreement as follows: eleven (11) 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 September 18, 2061.

Option to Purchase: No.

Right of First Refusal: Yes.

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

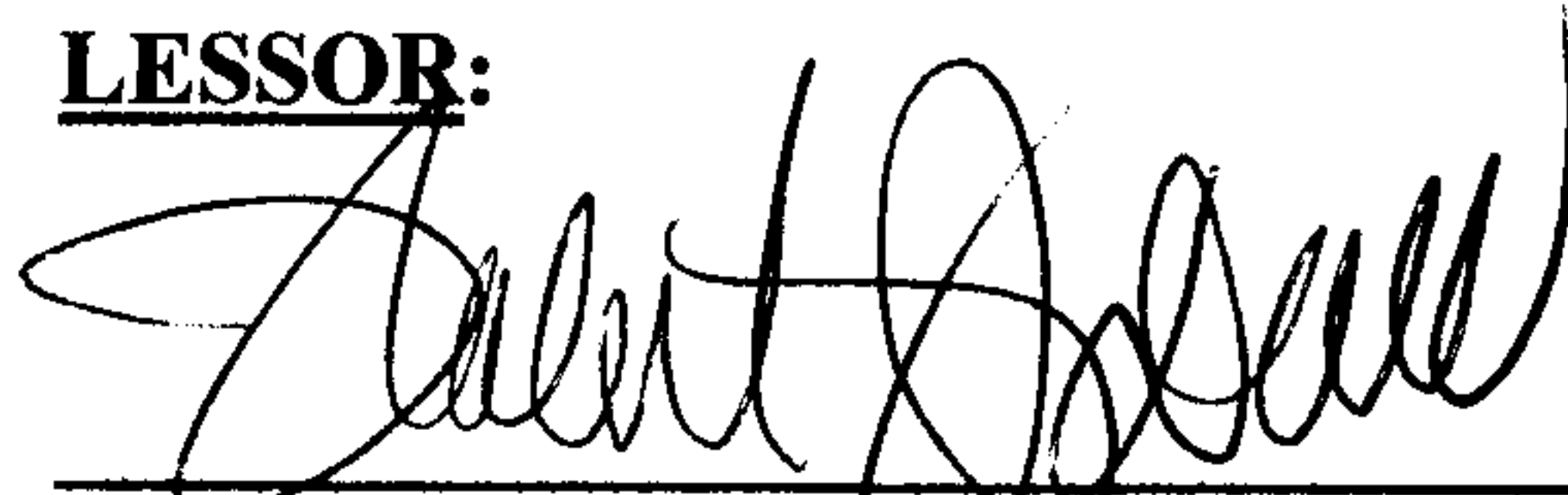
[Signatures appear on the following pages.]



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

LESSOR:




ROBERT J. DOW

STATE OF ALABAMA)

SHELBY **COUNTY)**

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Robert J. Dow, 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 the 9TH day of DECEMBER, 2010.



 Notary Public
 My Commission Expires: 11/28/2011

[NOTARIAL SEAL]

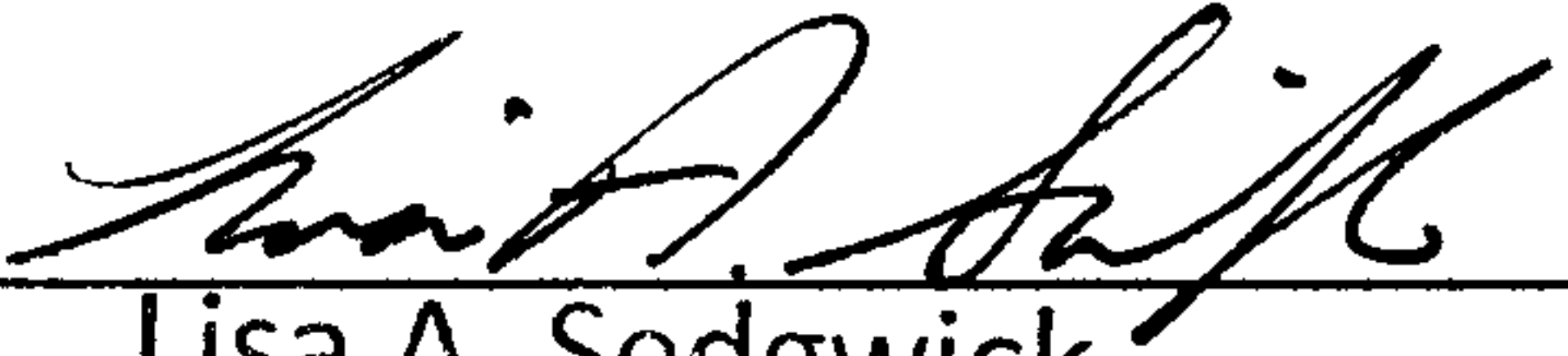


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TENANT:

STC FIVE LLC,
 a Delaware limited liability company

By: Global Signal Acquisitions II LLC,
 a Delaware limited liability company,
 its Attorney in Fact

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

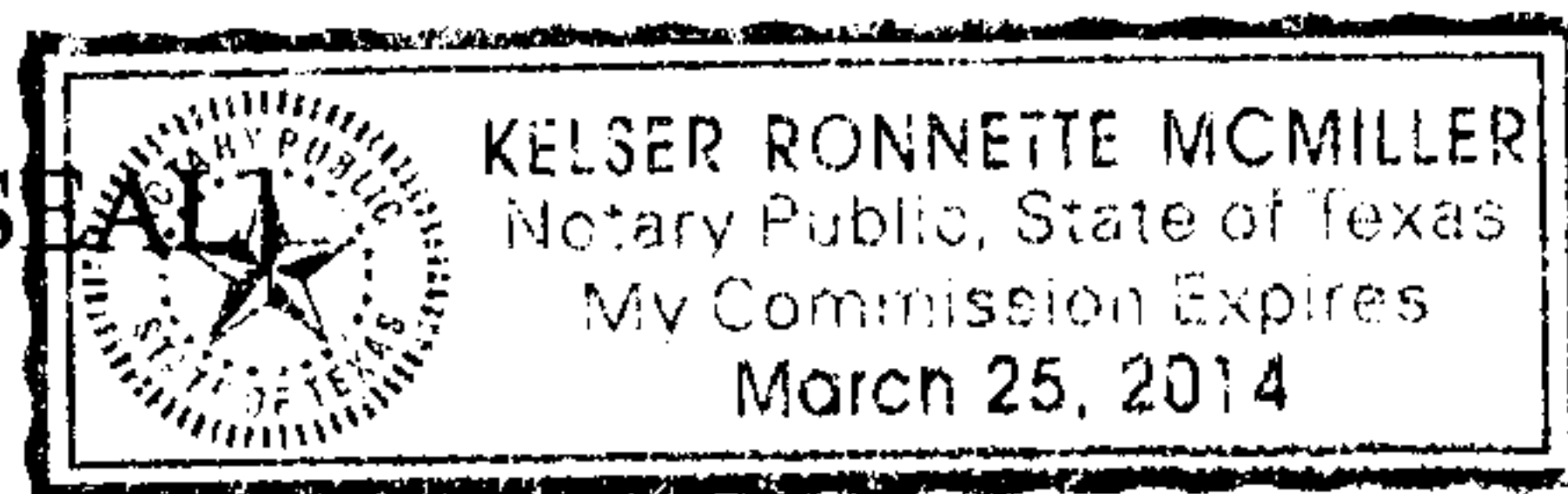
STATE OF TEXAS)

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 15 day of DECEMBER, 2016.

[NOTARIAL SEAL]




 Notary Public
 My Commission Expires: 3-25-14

EXhibit 1

AFFIDAVIT REGARDING LIMITED POWER OF ATTORNEY
TO EXECUTE AND RECORD DOCUMENTS

STC FIVE LLC, a Delaware limited liability company ("Grantor"), has appointed GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Grantee"), of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, as its attorney in fact to act for it in its name and for its benefit solely as set forth herein.

1. **Scope:** Grantor has appointed Grantee as its attorney in fact to execute, seal, acknowledge and deliver any documents as may be reasonably necessary related to Grantor's leasehold interest in certain parcels leased by Grantor (including the sublease of portions thereof) within the States of Alabama, Arkansas, Arizona, California, Colorado, Connecticut, Florida, Iowa, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Michigan, Minnesota, Missouri, Nebraska, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, Tennessee, Texas, Utah, Washington and Wisconsin under that certain "Master Lease and Sublease" dated May 26, 2005, among SPRINT SPECTRUM L.P., a Delaware limited partnership ("Sprint Collocator"), Global Signal, Inc., Grantor and Grantee (the "Master Lease"), provided and to the extent that the actions memorialized in such document were authorized by the Limited Power of Attorney granted by Grantor to Grantee in the Master Lease.
2. **Duration:** This Limited Power of Attorney is effective and will continue until the earliest of the following to occur: (i) it is revoked in writing by Grantor; (ii) expiration or termination of the Master Lease; (iii) expiration or termination of the sublease or (iv) May 25, 2037; provided in the case of (i) or (ii) above, that revocation of this Limited Power of Attorney is not effective as to a third party until the third party learns of the revocation. This Affidavit Regarding Limited Power of Attorney may be accepted and

relied upon by any Person to whom it is presented until such time that it is terminated in accordance with this Section 2. A revocation of the powers granted shall not affect any Person's acceptance or reliance of this Affidavit Regarding Limited Power of Attorney prior to such revocation.

3. **No Additional Rights:** This Affidavit Regarding Limited Power of Attorney is intended to restate, confirm and reaffirm the rights afforded to Grantee as set forth in the Master Lease. Nothing in this Affidavit Regarding Limited Power of Attorney shall modify, expand or limit any of the rights or obligations of the parties that are set forth in the Master Lease.

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Signed this 23rd day of March, 2010.

STC FIVE LLC,
a Delaware limited liability company

By: [Signature]
Name: John W. Chapman
Title: Assistant Secretary

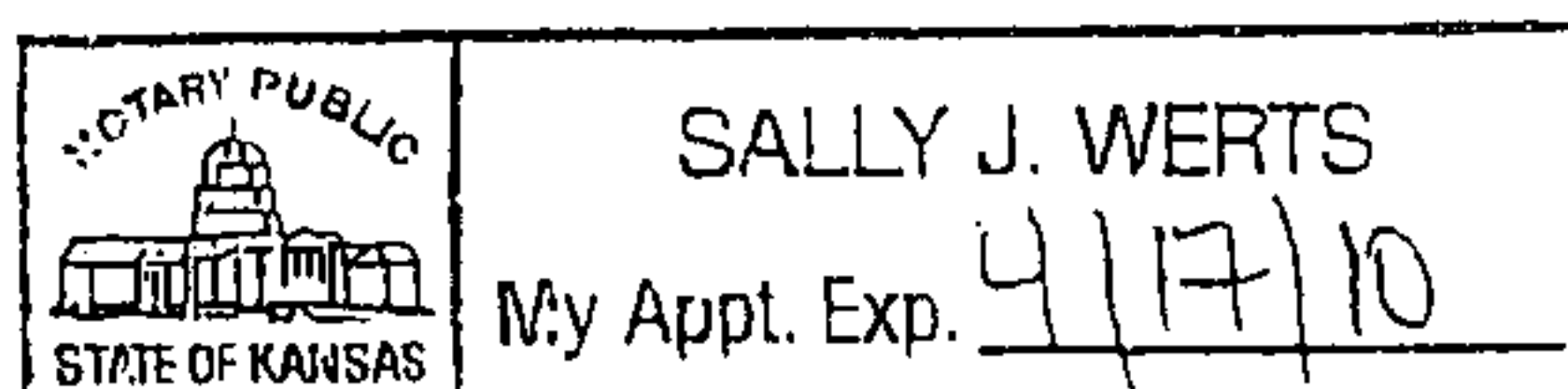
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

This instrument was acknowledged before me this 23rd day of March, 2010, by John W. Chapman, Assistant Secretary, on behalf of STC FIVE LLC, a Delaware limited liability company.

[Signature]
Notary Public

My Commission Expires:

No. _____



WHEN RECORDED RETURN TO:

After Recording return to:
Myron Lampkin _____
Stewart National Title Services _____
1980 Post Oak Blvd., Suite 610 _____
Houston, TX 77056 _____
RE: _____

The undersigned, Creation Properties, L.L.C., an Alabama limited liability company, joins in this Agreement and Memorandum of Second Amendment to PCS Site Agreement solely for the purpose of consenting to the extension of the term of the Agreement and consenting and agreeing to the right of first refusal as more fully set forth in the Agreement.

CREATION PROPERTIES, L.L.C.,
an Alabama limited liability company

By: [Signature]
Name: DENNIS R. LYONS
Its: PRESIDENT

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that, DENNIS LYONS, whose name as PRESIDENT of **CREATION PROPERTIES, L.L.C.,** an Alabama 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 9th day of DECEMBER, 2010.

[Signature]
Notary Public
My Commission Expires: 11/28/2011

[NOTARIAL SEAL]

EXHIBIT "A"

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A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at a flat iron bar at the Southeast Corner of the Southeast Quarter of the Southeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County; thence run North 86°20'45" West along the south boundary of said section for a distance of 431.72 feet to a point; thence run North 03°39'15" East for a distance of 10 feet to a point, said point being the Point of Beginning; thence run North 86°20'45" West for a distance of 75.00 feet to a point; thence run North 03°39'15" East for a distance of 75.00 feet to a point; thence run South 86°20'45" East for a distance of 75.00 feet to a point; thence run South 03°39'15" West for a distance of 75.00 feet to a point, said point being the Point of Beginning.

TOGETHER WITH:

A proposed 20 feet wide access easement lying in and being a part of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, said easement also lying wholly or partially in Lot 2-A, Lot 2-B, Lot 2-C and Lot 3 of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK" as recorded in Map Book 27, Page 58, in the Office of the Judge of Probate, Shelby County, Alabama, said easement lying 10 feet on both sides of its centerline, said centerline being more particularly described as follows:

Commence at an iron pin found at said Southeast corner of Section 12, Township 21 South, Range 3 West; thence proceed Northerly along the East line of said Section 12 for 751.84 feet to a iron pin found at the Northeast corner of Lot 2-C of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK" as recorded in Map Book 27, Page 58; thence turn a deflection angle left of 82°48'22" and proceed Northerly along the Northerly line of said subdivision for 688.04 feet to an iron pin found at the Northwest corner of Lot 2-B of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK", said point also lying on the Easterly right of way margin of Shelby County Highway No. 26, said point lying in a curve to the right, said curve having a central angle of 5°43'38" and a radius of 994.93 feet; thence turn a deflection angle left of 84°53'57" to the tangent of said curve and proceed Southwesterly along the end of said curve and along said Easterly right of way margin of Shelby County Highway No. 26 for 99.45 feet to a point, said point being the POINT OF BEGINNING of the herein described centerline; thence leaving said Easterly right of way margin of Shelby County Highway No. 26, turn a deflection angle left of 98°49'50" from the tangent of said curve and proceed Southeasterly for 367.88 feet to a point; thence turn a deflection angle left of 70°13'38" and proceed Northeasterly for 108.05 feet to a point that lies 10 feet South of the Northerly line of said Lot 2-C of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK"; thence turn a deflection angle right of 68°13'45" and proceed Southeasterly and parallel to the Northerly line of said Lot 2-C of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK" for 242.50 feet to a point; thence turn a deflection angle right of 60°56'40" and proceed Southeasterly for 106.22 feet to a point that lies 10 feet West of the Easterly line of said Lot 2-C of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK"; thence turn a deflection angle right of 21°51'42" and proceed Southerly and parallel to the Easterly line of said Lot 2-C of "RESUBDIVISION OF LOTS 2 & 3 SAGINAW INDUSTRIAL PARK" for 133.01 feet to a point; thence leaving parallel to East line of Lot 2-C, turn a deflection angle right of 13°55'11" and proceed Southwesterly for 197.88 feet to a point; thence turn a deflection angle right of 5°47'08" and proceed Southwesterly for 115.38 feet to a point; thence turn a deflection angle right of 24°18'10" and proceed Southwesterly for 63.88 feet to a point; thence turn a deflection angle right of 22°19'10" and proceed Southwesterly for 113.89 feet to a point; thence turn a deflection angle right of 9°59'47" and proceed Southwesterly for 44.63 feet to a point; thence turn a deflection angle left of 8°32'35" and proceed Southwesterly for 103.14 feet to a point; thence turn a deflection angle left of 29°01'02" and proceed Southeasterly for 39.25 feet to a point; thence turn a deflection angle right of 54°53'26" and proceed Northeasterly for 21.25 feet to the POINT OF ENDING of said centerline.

Said easement contains 0.762 Acres, more or less.