


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


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Shelby Cnty Judge of Probate, AL
07/22/2011 02:40:33 PM FILED/CERT

AFTER RECORDING RETURN TO:

UPF WASHINGTON INC
12410 E MIRABEAU PKWY #100
SPOKANE VALLEY WA 99216
REF # *285891*

Cross Reference to:
Instrument No. 1997-20478
Instrument No. 2000-36960
Instrument No. 20080604000226590
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

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

THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO PCS SITE AGREEMENT ("Memorandum") is made and entered into effective as of *June 24*, 2011, by and between **CHARLES STANLEY LITTLETON and THOMAS GYLE LITTLETON, individually, and as CO-TRUSTEES FOR DAVID BRUCE LITTLETON** (having a mailing address of 2568 Highway 93, Helena, AL 35080) ("**Lessor**"), and **STC FIVE LLC**, a Delaware limited liability company, successor in interest to Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership (having a mailing address of Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager) ("**Tenant**").

WITNESSETH:

WHEREAS, Austin M. Littleton, Jr. (the "**Original Lessor**") and Tenant entered into that certain PCS Site Agreement last dated January 3, 1997 (the "**Agreement**"), covering certain real property together with easements for ingress, egress and utilities thereto, as described in **Exhibit "A"** attached hereto (the "**Site**"), a memorandum of which was filed for record on July 1, 1997 in Instrument No. 1997-20478 in the Office of the Judge of Probate of Shelby County, Alabama (the "**MOL**");

WHEREAS, the Original Lessor transferred all right, title and interest in and to the Site and the Agreement to Charles Stanley Littleton and Thomas Gyle Littleton as Co-Trustees of the Austin M. Littleton Family Trust (the "**Co-Trustees**") pursuant to a grant of trust dated October 20, 2000 and filed for record on October 24, 2000 in Instrument No. 2000-36960 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, pursuant to a Trustees' Deed dated May 21, 2008 and filed for record on June 4, 2008 in Instrument No. 20080604000226590 in the Office of the Judge of Probate of Shelby County, Alabama, the Co-Trustees transferred all right, title and interest in and to the Site and the Agreement to Lessor;

WHEREAS, the Agreement has an original term (including all extension terms) that will terminate on January 2, 2022 (the "**Original Term**"); and

WHEREAS, effective as of the date of this Memorandum, Lessor and Tenant have amended the Agreement and desire to acknowledge, confirm and make record of the above-referenced amendment.

NOW, THEREFORE, Lessor and Tenant hereby acknowledge and agree that the following accurately represents the Agreement, as amended by that First Amendment to PCS Site Agreement dated as of the date hereof:

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


Lessor: Charles Stanley Littleton and Thomas Gyle Littleton, individually, and Charles Stanley Littleton and Thomas Gyle Littleton as Co-Trustees for David Bruce Littleton, with a mailing address of 2568 Highway 93, Helena, AL 35080.

Tenant: STC FIVE LLC, a Delaware limited liability company, with its principal offices at Sprint Contracts and Performance, Mailstop KSOPHT0101-Z2650, 6391 Sprint Parkway, Overland Park, KS 66251-2650, Attn: Marion S. Crable, Manager.

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

Initial Lease Term: For a term of five (5) years, beginning on January 3, 1997.

Expiration Date: The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Agreement shall expire on January 2, 2012.


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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 January 2, 2042.

Option to Purchase:

No.

Right of First Refusal:

No.

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

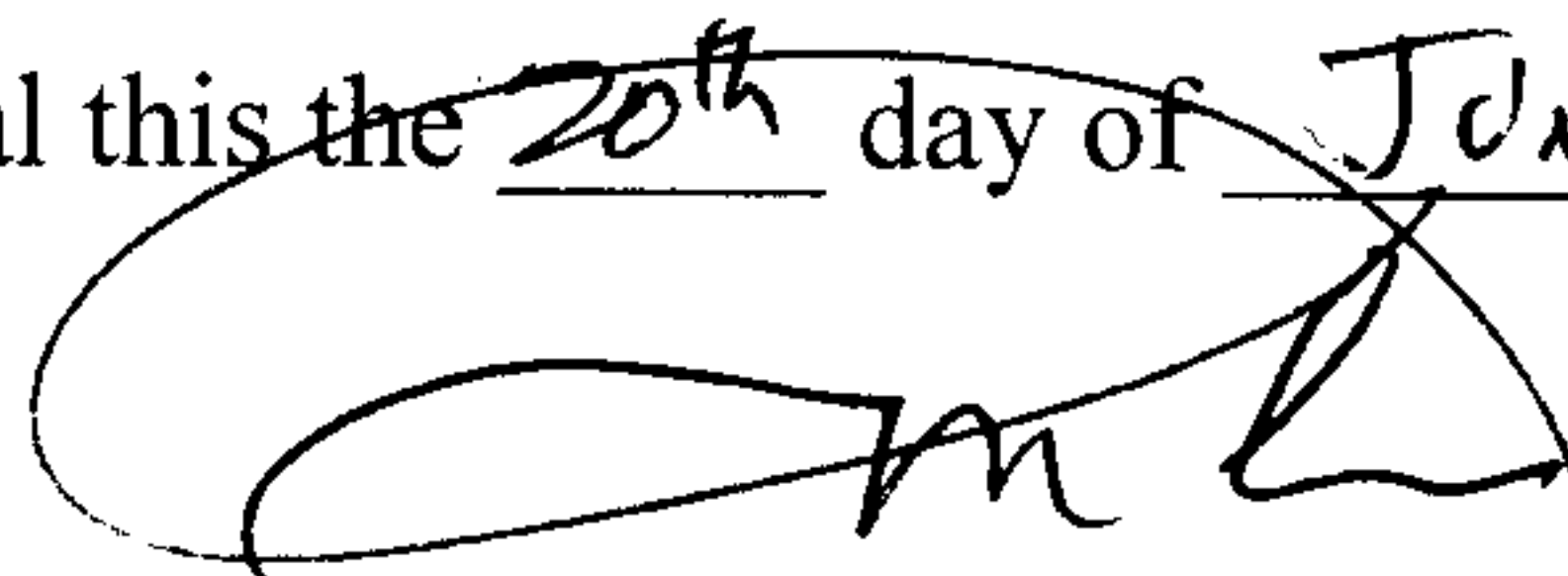
LESSOR:


CHARLES STANLEY LITTLETON,
individually and as CO-TRUSTEE FOR DAVID
BRUCE LITTLETON

STATE OF GEORGIA)
)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **CHARLES STANLEY LITTLETON** whose name individually and as Co-Trustee for David Bruce Littleton, 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 such instrument, he, in such capacity, executed the same voluntarily on the day the same bears date.

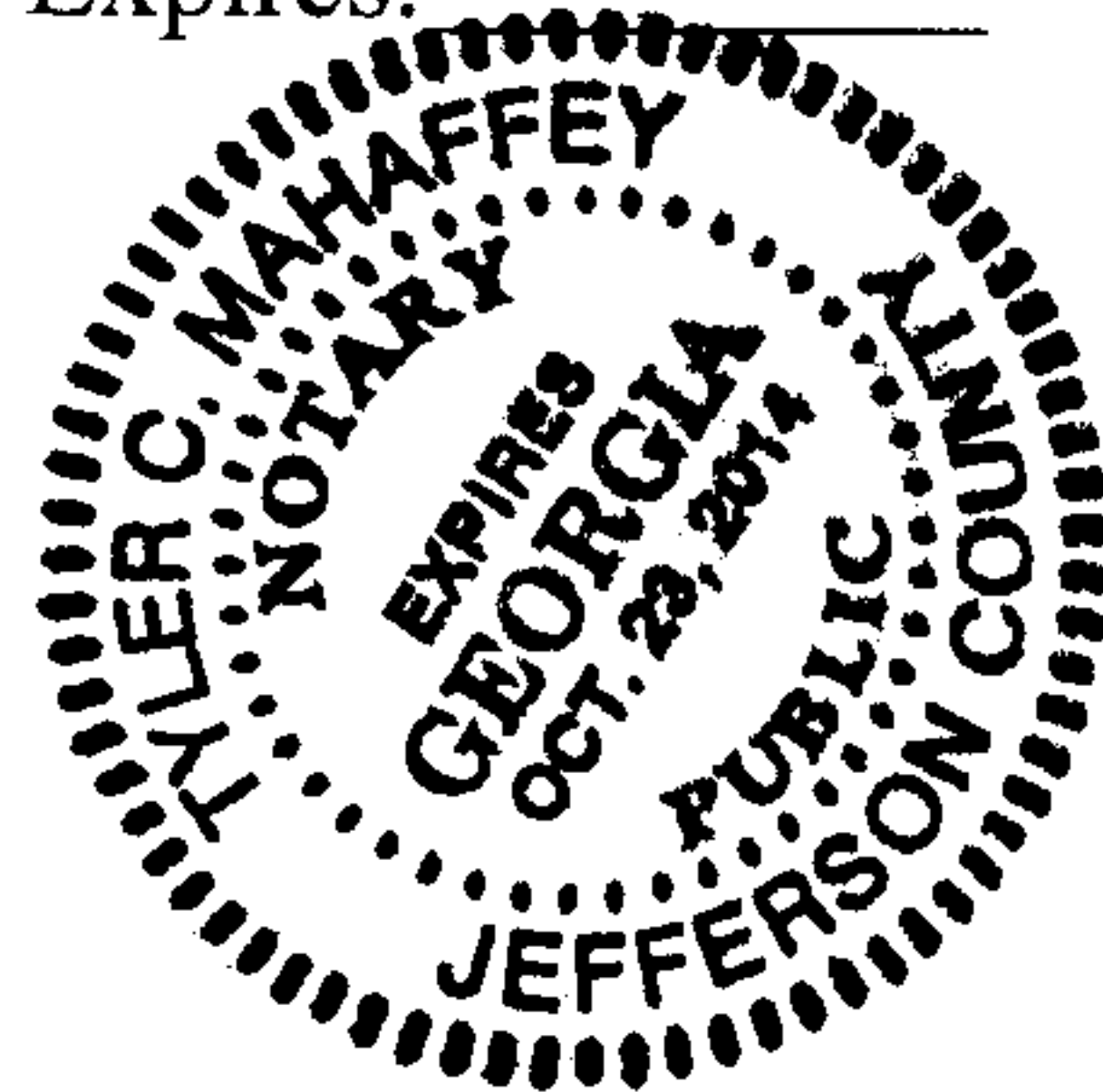
Given under my hand and seal this the 20th day of JUNE, 20 11.




Notary Public

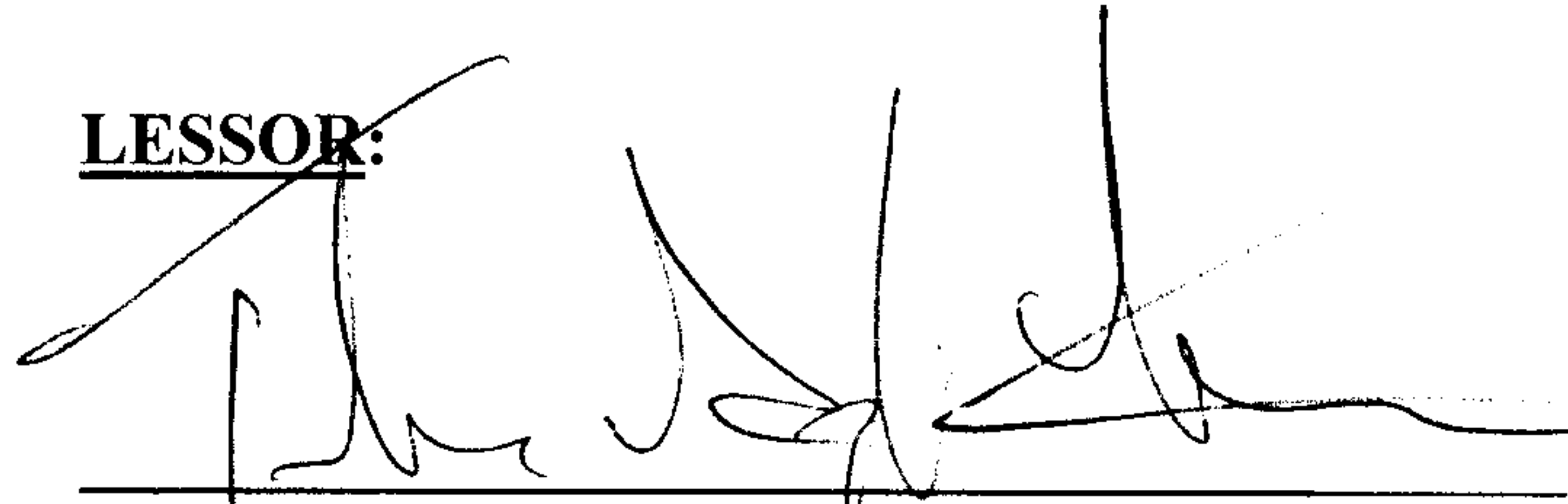
[NOTARIAL SEAL]

My Commission Expires: _____




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LESSOR:

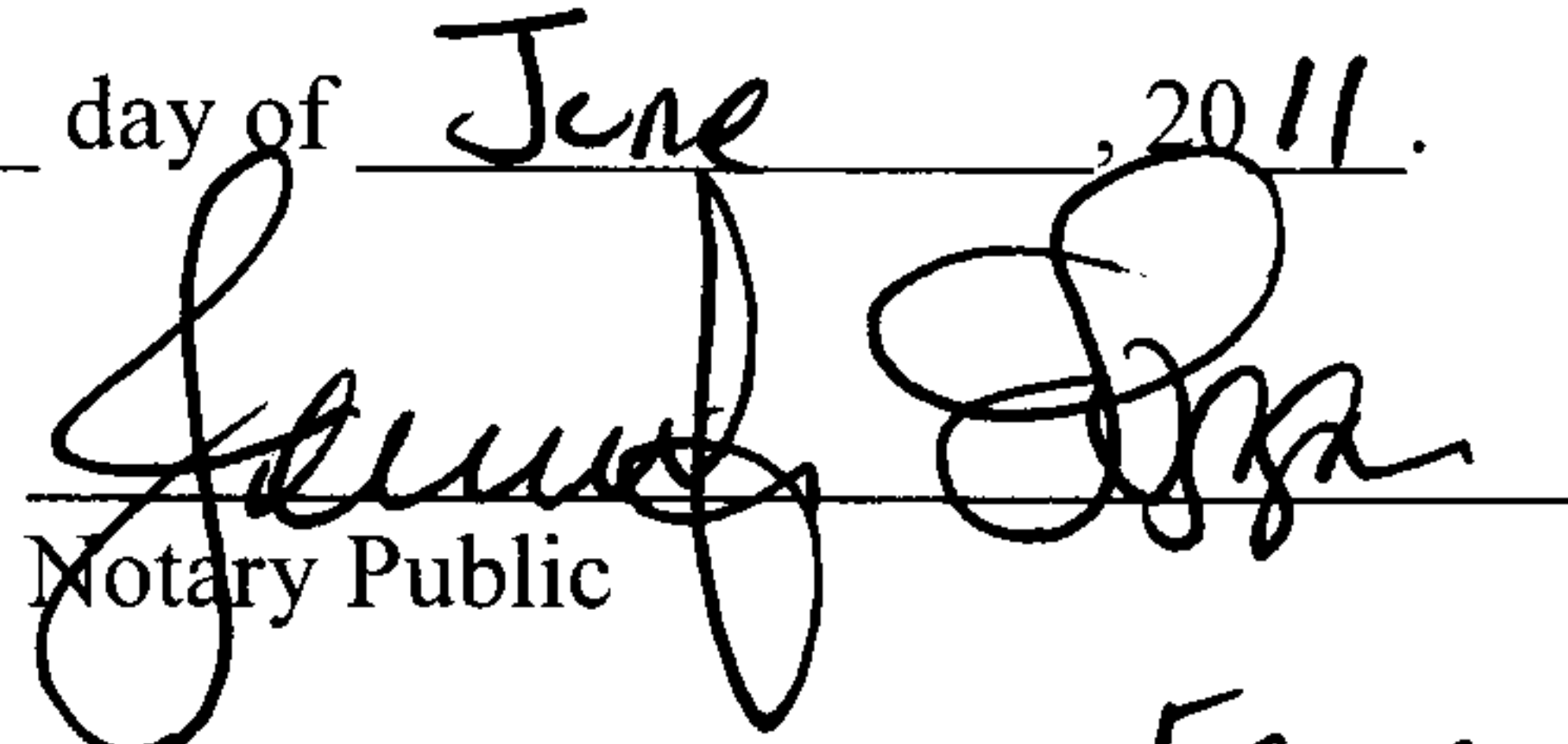


**THOMAS GYLE LITTLETON, individually and
as CO-TRUSTEE FOR DAVID BRUCE
LITTLETON**

STATE OF ALA)
)
B. b b COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that **THOMAS GYLE LITTLETON** whose name individually and as Co-Trustee for David Bruce Littleton, 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 such instrument, he, in such capacity, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 21 day of June, 2011.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: Feb 18 2014

NOTARY PUBLIC
STATE OF ALABAMA
COMMISSION EXPIRES FEB 18 2014



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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: *Lisa A. Sedgwick* (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 24 day of June, 2011.

Karina Angulo
Notary Public

[NOTARIAL SEAL]

My Commission Expires: 9-19-2012

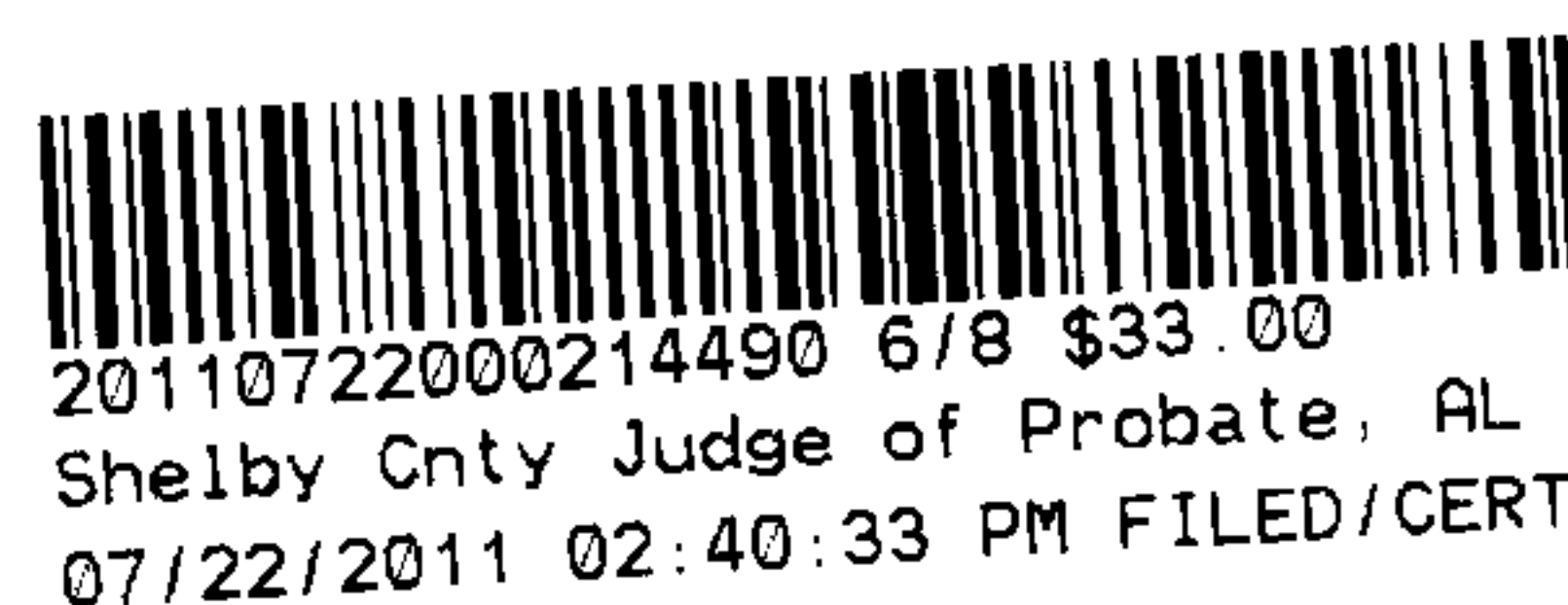
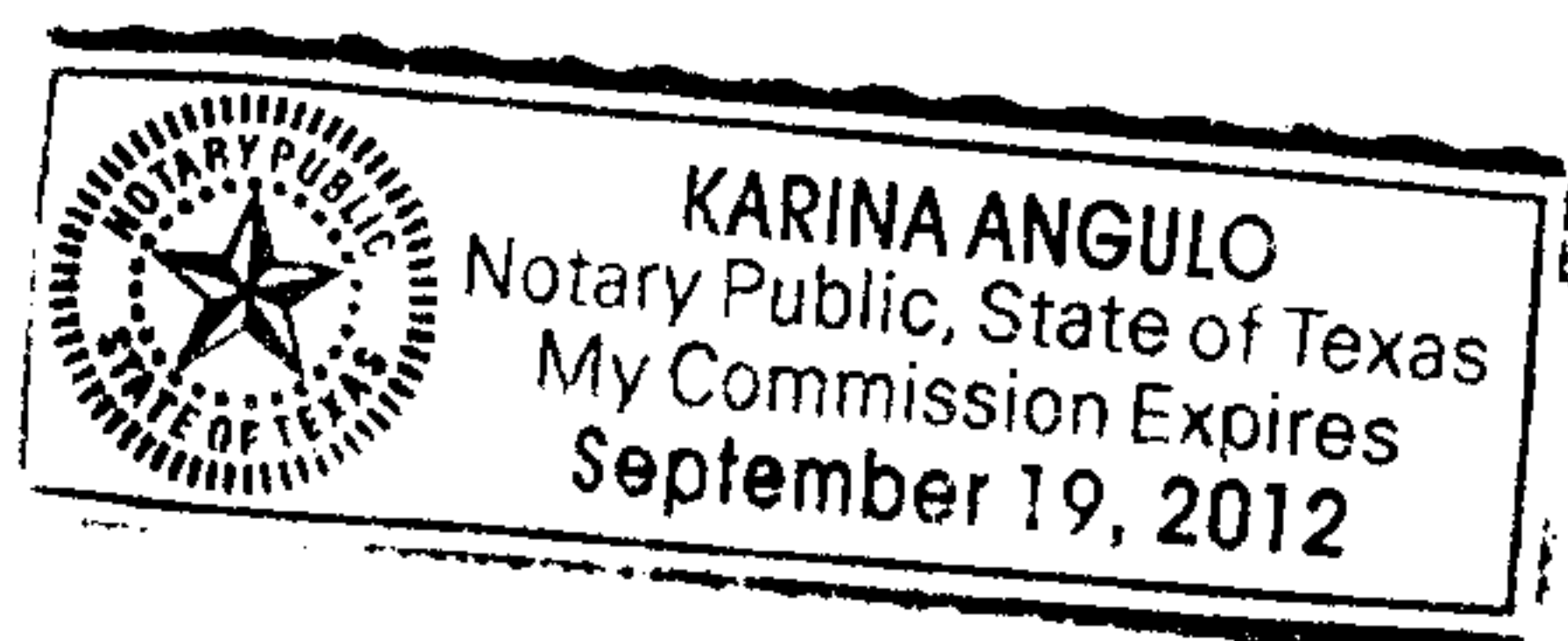


EXHIBIT "A"

Rease Parcel Description:

A parcel of land situated in the Southeast Quarter of the Southwest Quarter of Section 13, Township 20 South, Range 4 West, Shelby County, Alabama being more particularly described as follows:

Commence at an iron pin found at the Northeast Corner of the Southeast Quarter of the Southwest Quarter of Section 13, Township 20 South, Range 4 West and run South $1^{\circ}36'11''$ East along the east boundary of said quarter-quarter section for a distance of 937.18 feet to a point; thence run South $88^{\circ}24'08''$ West for a distance of 282.11 feet to a point, said point being the Point of Beginning; thence run South $1^{\circ}35'52''$ East for a distance of 75.00 feet to a point; thence run South $88^{\circ}24'08''$ West for a distance of 75.00 feet to a point; thence run North $1^{\circ}35'52''$ West for a distance of 75.00 feet to a point; thence run North $88^{\circ}24'08''$ East for a distance of 75.00 feet to a point, said point being the Point of Beginning.

TOGETHER WITH:




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40' Ingress, Egress & Utility Easement:

An easement situated in the Southeast Quarter of the Southwest Quarter of Section 13, Township 20 South, Range 4 West, Shelby County, Alabama being more particularly described as follows:

Commence at an iron pin found at the Northeast Corner of the Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter of Section 13, Township 20 South, Range 4 West and run South 1°36'11" East along the east boundary of said quarter-quarter section for a distance of 937.18 feet to a point; thence run South 88°24'08" West for a distance of 312.95 feet to a point, said point being the Point of Beginning of the centerline of an ingress, egress and utility easement that lies 20 feet either side of herein described centerline; thence run North 47°58'21" East for a distance of 63.24 feet to a point; thence run North 65°36'26" East for a distance of 51.66 feet to a point; thence run North 28°44'06" East for a distance of 66.14 feet to a point; thence run North 18°03'34" East for a distance of 83.72 feet to a point; thence run North 20°08'27" East for a distance of 77.73 feet to a point; thence run North 6°51'12" East for a distance of 70.38 feet to a point; thence run on a curve to the right having a radius of 120.00 feet, an arc length of 65.54 feet and being subtended by a chord bearing North 21°31'24" West for a distance of 64.72 feet to a point; thence run on a curve to the right having a radius of 50.00 feet, an arc length of 39.04 feet and being subtended by a chord bearing North 16°44'51" East for a distance of 38.06 feet to a point; thence run North 39°07'03" East for a distance of 69.90 feet to a point; thence run on a curve to the left having a radius of 38.00 feet, an arc length of 95.60 feet and being subtended by a chord bearing North 32°57'23" West for a distance of 72.31 feet to a point; thence run on a curve to the right having a radius of 550.00 feet, an arc length of 101.14 feet and being subtended by a chord bearing South 80°14'15" West for a distance of 100.99 feet to a point; thence run on a curve to the right having a radius of 43.00 feet, an arc length of 99.46 feet and being subtended by a chord bearing North 28°13'58" West for a distance of 78.72 feet to a point; thence run North 38°01'45" East for a distance of 117.31 feet to a point; thence run North 33°52'53" East for a distance of 65.34 feet to a point; thence run North 37°25'39" East for a distance of 77.39 feet to a point; thence run on a curve to the right having a radius of 85.00 feet, an arc length of 51.83 feet and being subtended by a chord bearing North 54°53'44" East for a distance of 51.03 feet to a point; thence run North 72°23'05" East for a distance of 57.68 feet to a point; thence run North 47°09'27" East for a distance of 21.18 feet to a point; thence run on a curve to the left having a radius of 25.00 feet, an arc length of 59.90 feet and being subtended by a chord bearing North 21°29'14" West for a distance of 46.57 feet to a point; thence run South 89°46'44" West for a distance of 150.44 feet to a point; thence run South 88°54'20" West for a distance of 111.67 feet to a point; thence run South 89°17'46" West for a distance of 186.43 feet to a point; thence run South 87°22'31" West for a distance of 106.65 feet to a point; thence run South 84°47'31" West for a distance of 99.51 feet to a point; thence run North 86°31'58" West for a distance of 35.89

feet to a point on the southeast right of way of County Highway 93 (Cherokee Beach Road, an 80' right of way), said point being the terminus of easement.


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