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08/28/2020 03:12:27 PM
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WHEN RECORDED
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Prepared by:
Parker Legal Group, PC
600 West Broadway, Suite 700
San Diego, California 92101

Space above this line for Recorder's Use

APNs: 14-5-21-0-000-002.021
14-5-21-0-000-002.023
14-5-21-0-000-002.024

Prior Recorded Document(s) in Shelby County, Alabama:
April 10, 1997, at #1997-111811
May 19, 2010, at #20100519000156950
December 26, 2019, at #20191226000476420 and 20191226000476430
February 12, 2020, at #20200212000057680

MEMORANDUM OF AMENDMENT TO PCS SITE AGREEMENT

This Memorandum of Amendment to PCS Site Agreement is made effective this 20 day of March, 2020, by and between TPA III, LLC, a Delaware limited liability company, with a mailing address of 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 ("Lessor") and STC FIVE LLC, a Delaware limited liability company, by and through GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, its attorney in fact, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 (collectively, "Tenant").

1. Paul Y. Yeager and Julie R. Yeager ("Original Lessor") and Sprint Spectrum L.P., a Delaware limited partnership ("Original Tenant") entered into a PCS Site Agreement dated August 13, 1996 (the "Original Agreement"), a memorandum of which was recorded in Shelby County, Alabama on April 10, 1997 at Instrument No. 1997-11181, whereby Original Tenant leased certain real property, together with access and utility easements, located in Shelby County, Alabama from Original Lessor (the "Site"), all located within certain real property owned by Original Lessor (the "Property"). The Property, of which the Site is a part, is more particularly described on Exhibit A attached hereto.

2. The Original Agreement was amended by that certain First Amendment to PCS Site Agreement and Consent to Sublease dated April 23, 2001 (the "First Amendment") and that certain Second Amendment to PCS Site Agreement dated July 16, 2009 (the "Second Amendment"), a memorandum of which was recorded in Shelby County, Alabama on May 19, 2010 at Instrument No. 20100519000156950 (collectively, the Original Agreement, the First Amendment and the Second Amendment are referred to as the "Agreement").

3. Original Lessor transferred the Property to W. Paul Yeager and Clara Y. Yeager, as more fully set forth in the Warranty Deed, Joint Tenants with Right of Survivorship recorded in Shelby County, Alabama on March 18, 2005 at Instrument No. 20050318000123280.

4. STC Five LLC is currently the tenant under the Agreement as ultimate successor in interest to the Original Tenant.

5. TPA III, LLC holds an easement in the Site and is currently the lessor under the Agreement as ultimate successor in interest to the Original Lessor, as more fully set forth in the Easement Agreement and the Assignment of Lease recorded in Shelby County, Alabama on December 26, 2019 at Instrument Nos. 20191226000476430 and 20191226000476420, respectively, and the Assignment and Assumption of Easement and Lease Documents recorded in Shelby County, Alabama on February 12, 2020 at Instrument No. 20200212000057680.

6. 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.

7. The Original Agreement had an initial term that commenced on August 13, 1996, and expired on August 12, 2001. The Original Agreement provides for four (4) renewal terms of five (5) years (each a "Renewal Term"), all of which were exercised by Tenant. The Second Amendment provides for five (5) additional Renewal Terms. According to the Second Amendment, the final Renewal Term expires on August 12, 2046.

8. Lessor and Tenant have entered into a Third Amendment to PCS Site Agreement (the "Third Amendment"), of which this is a Memorandum, providing for eight (8) additional Renewal Terms of five (5) years each, with a final additional term of four (4) years, commencing on August 13, 2091, and expiring on August 12, 2095.

9. If requested by Tenant, Lessor will execute, at Tenant's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Site, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Tenant in Tenant's absolute discretion to utilize the Site for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Lessor agrees to be named applicant if requested by Tenant. In furtherance of the foregoing, Lessor hereby appoints Tenant as Lessor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Lessor's behalf. Lessor shall be entitled to no further consideration with respect to any of the foregoing matters.

10. In the event of any inconsistency between this Memorandum and the Third Amendment, the Third Amendment shall control.

11. The terms, covenants and provisions of the Third Amendment shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Lessor and Tenant.

12. This Memorandum does not contain the social security number of any person.

13. A copy of the Third Amendment is on file with Lessor and Tenant.

[Execution Pages Follow]

IN WITNESS WHEREOF, hereunto and to duplicates hereof, Lessor and Tenant have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR:

TPA III, LLC,
a Delaware limited liability company

By: [Signature]
Print Name: Jon Lober
Print Title: General Counsel

State of Georgia
County of Fulton

This record was acknowledged before me on March 17, 2020 (date) by Jon Lober, (printed name of individual signing document) as General Counsel, (type of authority, such as attorney-in-fact, officer, or trustee) of **TPA III, LLC**, a Delaware limited liability company, who is

✓ personally known

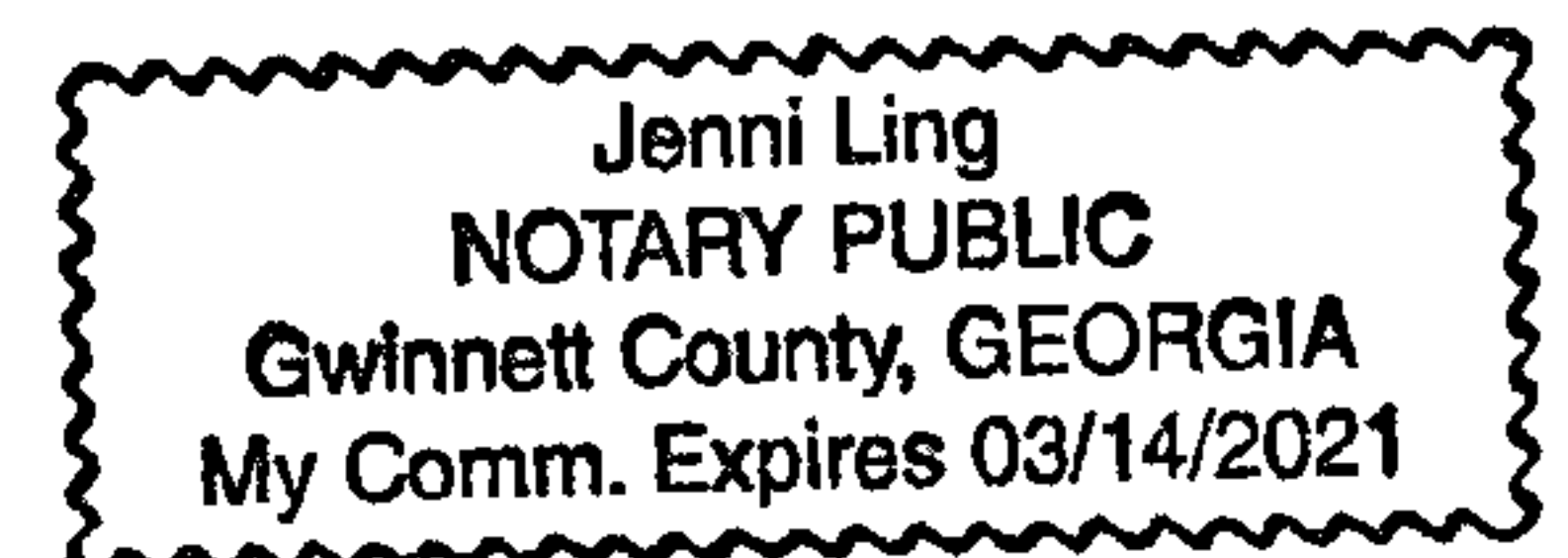
or

 proved to me on the basis of satisfactory evidence to be the person who appeared before me.

[Signature]
(signature of notary public)
Notary Public, State of Georgia
My commission expires: 3-14-2021

Stamp/Seal

[Tenant Execution Page Follows]



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: 
Print Name: Helen V. Smith
Print Title: Director National RE Ops

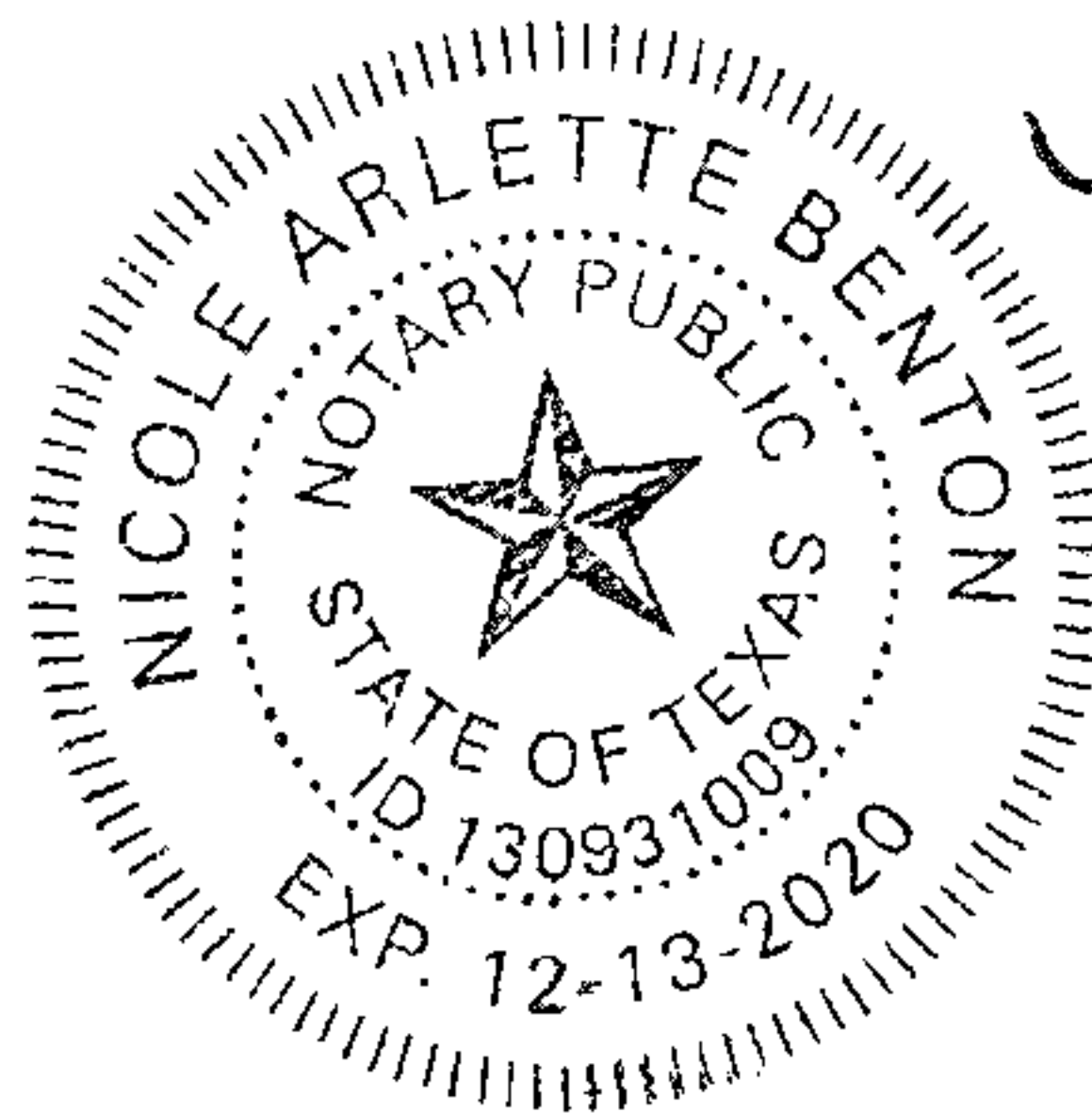
State of Texas

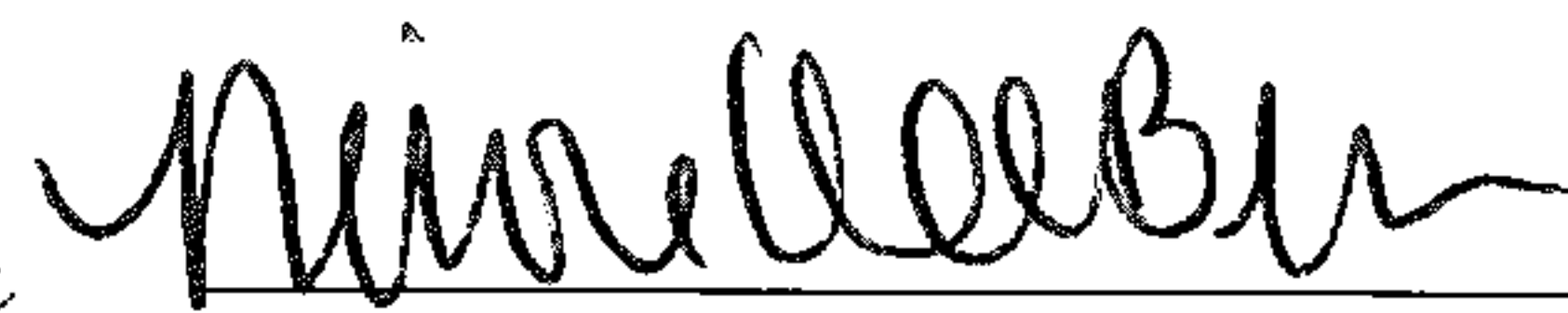
County of Harris

Before me, Nicole Arlette Benton, a Notary Public, on this day personally appeared Helen V. Smith, Director National RE Ops of **GLOBAL SIGNAL ACQUISITIONS II LLC**, a Delaware limited liability company, as Attorney in Fact for **STC FIVE LLC**, a Delaware limited liability company, known to me (or proved to me on the oath of _____ or through driver's license, state id card, resident id card, military id card, or passport) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she/he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of March, 2020.

(Personalized Seal)





Notary Public's Signature

EXHIBIT A
(Legal Description of the Property)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 2 WEST IN SHELBY COUNTY, ALABAMA.

THE N.W. DIAGONAL 1/2 OF THE N.E. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 21.

THE N.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 21.

ALSO A PARCEL OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21; THENCE RUN S 3 DEGREES 41 MINUTES 33 SECONDS W A DISTANCE OF 584.63 FEET TO THE N.E. CORNER OF PROPERTY CONVEYED TO JOHN WYNN; THENCE RUN N 90 DEGREES 00 MINUTES 00 SECONDS W A DISTANCE OF 622.29 FEET TO N.W. CORNER OF PROPERTY CONVEYED TO JOHN WYNN; THENCE RUN N.E. 880.85 FEET TO THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SECTION 21. SAID POINT BEING THE POINT OF BEGINNING.

ALSO A PARCEL OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE N.W. CORNER OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 21 RUN S 584.63 FEET W. TO THE N.E. CORNER OF PROPERTY CONVEYED TO JOHN WYNN AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE LAST COURSE 218.13 FEET TO THE S.W. CORNER OF THE N.W. 1/4 OF THE N.E. 1/4 OF THE N.E. 1/4 OF SAID SECTION 21; THENCE RUN W. ALONG THE S. LINE OF THE N.E. 1/4 OF THE N.W. 1/4 OF THE N.E. 1/4 OF SAID SECTION 21 A DISTANCE OF 189.52 FEET TO THE EASTERLY LINE OF PROPERTY CONVEYED TO JOHN WYNN; THENCE RUN N. 44 DEGREES 30 FEET 30 MINUTES E. 388+/- FEET TO THE POINT OF BEGINNING.

ALSO AN INGRESS/EGRESS AND UTILITY EASEMENT DESCRIBED AS RECORDED IN INSTRUMENT #1996-06788 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY OF ALABAMA.

SUBJECT TO AN INGRESS/EGRESS AND UTILITY EASEMENT DESCRIBED AS RECORDED IN INSTRUMENT NO. 1997-11181 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY.



Site Name: YEAI
Business Unit #: 8/4995

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/28/2020 03:12:27 PM
\$42.00 CHARITY
20200828000380390

Allen S. Bayl