

899-0652 RETURN TO:  
AUSTIN LAW FIRM  
ATTORNEYS AT LAW  
230 GOODMAN ROAD, SUITE 510  
SOUTHAVEN, MISSISSIPPI 38671  
601-349-2234

P Book 84 Pg 761

P Book 84 Pg 395

STATE MS.-DESOTO CO.  
FILED

STATE MS.-DESOTO CO.  
FILED

This Instrument Prepared by and Return to:

Robert D. Hyde  
Black Bobango  
530 Oak Court Drive, Suite 345  
Memphis, TN 38117  
901-762-0530

MAR 30 12 35 PM '00

FEB 14 2 59 PM '00

BK 84 PG 761  
W.E. DAVIS CH. CLK.

BK 84 PG 395  
W.E. DAVIS CH. CLK.

This instrument is being  
re-recorded to correct an  
acknowledgment.

**FIRST AMENDMENT TO SITE SUBLEASE  
AND  
MEMORANDUM OF LEASE**

THIS FIRST AMENDMENT TO SITE SUBLEASE AND MEMORANDUM OF LEASE (the "Agreement") is entered into as of the 1 day of June, 1999 between TeleCorp Realty, L.L.C., a Delaware limited liability company (the "Lessor"), and BellSouth Mobility Inc, a Georgia corporation (the "Tenant").

**WITNESSETH:**

**WHEREAS**, Lessor and Tenant entered into that certain Site Sublease (the "Lease") dated May 13, 1998; and

**WHEREAS**, the Lease relates to certain real property and improvements thereon located in Nesbit, Mississippi and certain improvements by Tenant thereon, which are identified in the Lease and more particularly described on the attached Collective Exhibit A (collectively, the "Property"); and

**WHEREAS**, at the time the Lease was executed, a site plan had not been completed with respect to the Property; and

**WHEREAS**, the Lessor and Tenant have now received a site plan with respect to the Property; and

**WHEREAS**, Lessor and Tenant desire to amend the Lease by adding the site plan, attached hereto as a part of Collective Exhibit A, as Attachment 8 to the Lease to further describe the Property; and

**WHEREAS**, the Lease gives the Tenant the option to exercise its right to lease from Lessor the Property; and

**WHEREAS**, Tenant desires to exercise the option to lease the Property, and Lessor and Tenant desire to give notice of the exercise of such option by executing this Agreement.

**NOW THEREFORE**, for and in consideration of Tenant's payment of the rent due under the Lease, the performance of covenants contained in the Lease, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessor and Tenant hereby agree as follows:

P BOOK 84 Pg 762 P BOOK 84 Pg 396

1. **Exercise of Option and Leasing of the Property.** Tenant hereby exercises its option to lease the real property described in the Lease, and accordingly, Lessor hereby lets and demises to Tenant the real property described in the Lease. In addition, the Lessor hereby agrees that under the terms of the Lease, the Tenant has the right and the authority to place and maintain its personal property on the Property, all as more particularly described in Attachment 8 to the Lease.

2. **Original Term; Extension Terms.** The original term (the "Original Term") of the Lease is for five (5) years commencing on June 1, 1999 and ending on May 31, 2004. The Lease shall be automatically renewed for three (3) additional five (5) year terms (the "Extension Terms"), unless earlier terminated as provided in the Lease.

3. **Amendment to Lease.** The Lease is hereby amended by attaching the site plan, attached hereto as part of Collective Exhibit A, as Attachment 8 to the Lease.

4. **Conflicts.** This Agreement is executed to amend the Lease to attach a description of the real and personal property which is the subject of the Lease and for recording purposes and is not intended to be a summary of the Lease and is subject to the terms of the Lease. All of the terms, conditions, provisions and covenants of the Lease are incorporated in this Agreement by reference as though fully restated herein, and the Lease and this Agreement shall be deemed to constitute a single instrument or document. In the event of a conflict between this Agreement and the Lease with respect to the description of the real and personal property which is the subject of the Lease and the term of the Lease, the terms and conditions of this Agreement shall control; in all other respects, the terms of the Lease shall govern.

P Book 84 Pg 763

P Book 84 Pg 397

IN WITNESS WHEREOF, the Lessor and Tenant have executed this Agreement as of the day and year first above written.

LESSOR:

TELECORP REALTY, L.L.C.  
By: TeleCorp Communications, Inc.  
Its: Managing Member

By: [Signature]  
Its: CEO



TENANT:  
BELLSOUTH MOBILITY INC

By: [Signature]  
Its: Asst Vice President

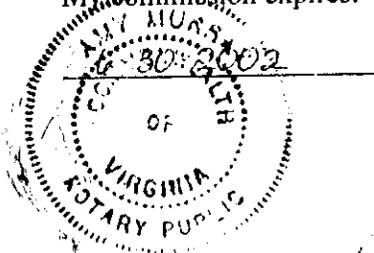
Commonwealth  
STATE OF Virginia  
COUNTY OF Arlington

Before me, of the ~~state~~ <sup>Commonwealth</sup> and county mentioned, personally appeared Genly V. Vento, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the CEO of TeleCorp Realty, L.L.C., a Delaware limited liability company, the within named bargainor, and that he as such CEO, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such CEO, having been so authorized to do.

WITNESS my hand, at office this 4 day of January, ~~1999~~ <sup>2000</sup>.

[Signature]  
NOTARY PUBLIC

My commission expires:



P Book 84 Pg 764

P Book 84 Pg 398

STATE OF Georgia  
COUNTY OF Fulton

Before me, of the state and county mentioned, personally appeared Stephen A. Brake, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the Asst. Vice President of BELLSOUTH MOBILITY INC, a Georgia corporation, the within named bargainer, and that he as such Asst. Vice President, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him self as such Asst. Vice President, having been so authorized to do.

WITNESS my hand, at office this 27th day of January, 1999.

My Commission Expires:

Beela Pyle  
NOTARY PUBLIC

Notary Public, DeKalb County, Georgia  
My Commission Expires December 27, 2002



INSTRUMENTS USED

BOOK 185, PAGE 760  
BOOK 185, PAGE 82  
BOOK 209, PAGE 271  
BOOK 317, PAGE 446

BOOK 40, PAGE 592  
BOOK 100, PAGE 544

NOTE: ALL INSTRUMENTS LISTED ARE RECORDED AT THE DeSOTO COUNTY REGISTER'S OFFICE UNLESS OTHERWISE NOTED.

WIDE PERMANENT EASEMENT  
& TRANSMISSION LINE  
JK 317, PAGE 448

Description

Lease Parcel

Being a portion of land for lease purposes contained entirely within the Morice Conard and wife, Ora Mae Conard property being located within the Northwest Quarter of Section 19, Township 2 South, Range 7 West, City of Neahbit, DeSoto County, Mississippi as recorded in Deed Book 185, Page 760 at the DeSoto County Register's Office, City of Hernando, State of Mississippi and being more particularly described by metes and bounds as follows:

Commencing at a point commonly accepted as the northwest corner of said Quarter Section 19; thence South 02 degrees 34 minutes 10 seconds West a distance of 60.00' along the west line of said Quarter Section 19 to a point on the south right of way line of Star Landing Road (60' from centerline); thence along said south right of way line of Star Landing Road and the north line of said Morice Conard property, South 87 degrees 15 minutes 56 seconds East a distance of 452.89' to the northeast corner of said Morice Conard property; thence along the east line of said Morice Conard property, South 02 degrees 34 minutes 10 seconds West a distance of 1022.65' to a point; thence departing from and perpendicular to said east line of the Morice Conard property, North 87 degrees 25 minutes 50 seconds West a distance of 152.77' to the TRUE POINT OF BEGINNING; thence along a line being parallel with and 145.00' north of the south line of said Morice Conard property, North 78 degrees 29 minutes 39 seconds West a distance of 50.00' to a point; thence along a line being perpendicular to said south line of the Morice Conard property, North 11 degrees 30 minutes 21 seconds East a distance of 50.00' to a point; thence along a line being parallel with and 193.00' north of said south line of the Morice Conard property, South 78 degrees 29 minutes 39 seconds East a distance of 50.00' to a point; thence along a line being perpendicular to said south line of the Morice Conard property, South 11 degrees 30 minutes 21 seconds West a distance of 50.00' to the TRUE POINT OF BEGINNING.

Containing 2,500 square feet or 0.057 Acres, more or less.

Ingress/Egress Easement

Being a 12.00' wide strip of land for Ingress/Egress purposes contained entirely within the Morice Conard and wife, Ora Mae Conard property being located within the Northwest Quarter of Section 19, Township 2 South, Range 7 West, City of Neahbit, DeSoto County, Mississippi as recorded in Deed Book 185, Page 760 at the DeSoto County Register's Office, City of Hernando, State of Mississippi and being more particularly described by metes and bounds as follows:

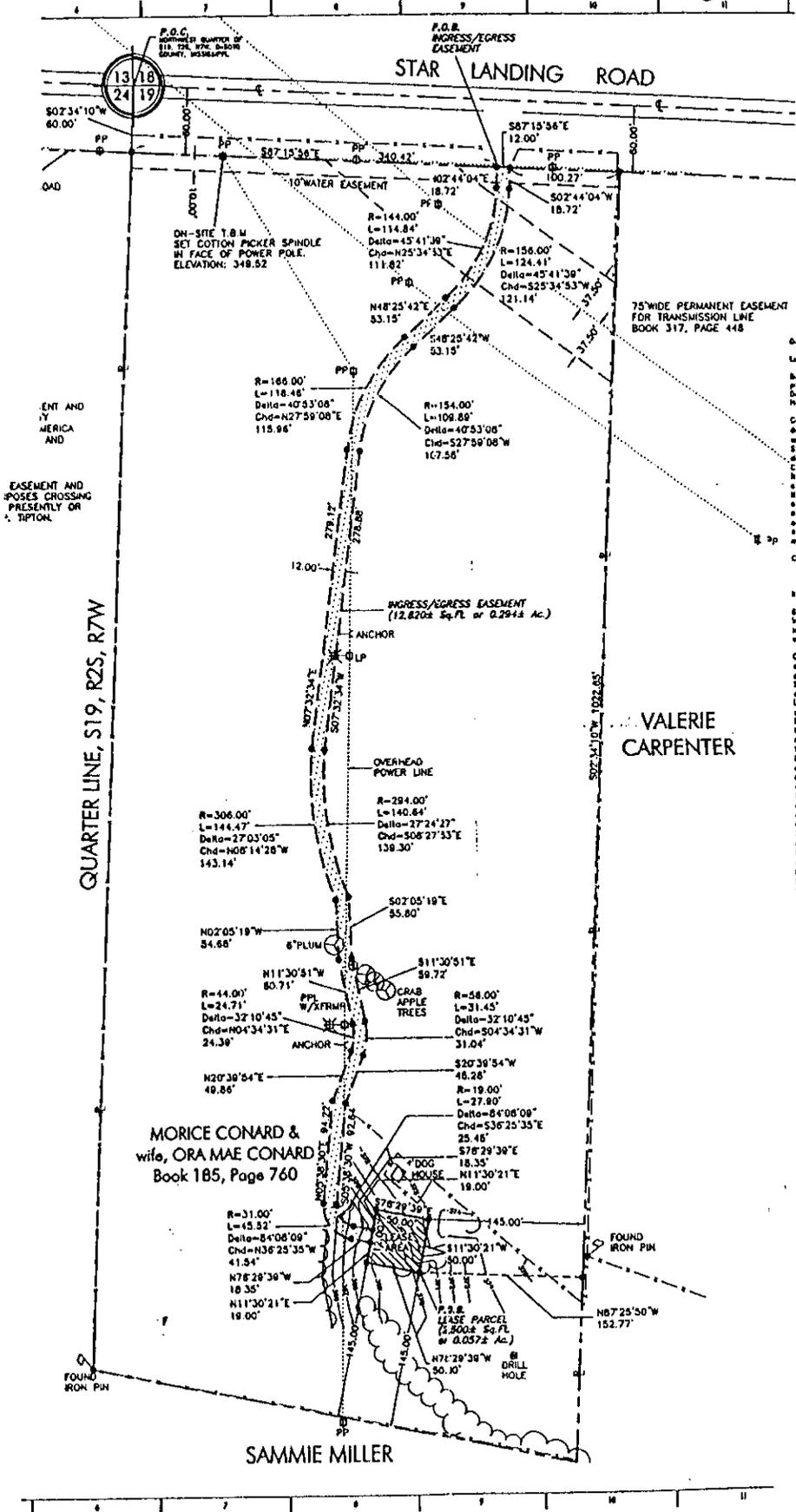
Commencing at a point commonly accepted as the northwest corner of said Quarter Section 19; thence South 02 degrees 34 minutes 10 seconds West a distance of 60.00' along the west line of said Quarter Section 19 to a point on the south right of way line of Star Landing Road (60' from centerline); thence along said south right of way line of Star Landing Road and the north line of said Morice Conard property, South 87 degrees 15 minutes 56 seconds East a distance of 340.42' to the TRUE POINT OF BEGINNING; thence continuing along said south right of way line of Star Landing Road and the north line of said Morice Conard property, South 87 degrees 15 minutes 56 seconds East a distance of 12.00' to a point; thence departing from and perpendicular to said south right of way line of Star Landing Road and said north line of the Morice Conard property, South 02 degrees 44 minutes 04 seconds West a distance of 18.72' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 158.00' (Long Chord = South 25 degrees 34 minutes 53 seconds West, 121.14') an arc distance of 124.41' to a point; thence South 48 degrees 25 minutes 42 seconds West a distance of 53.15' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the left having a radius of 154.00' (Long Chord = South 27 degrees 59 minutes 08 seconds West, 107.88') an arc distance of 109.89' to a point; thence South 07 degrees 32 minutes 34 seconds West a distance of 278.88' to a point of curvature; thence in a southeasterly direction along the arc of a curve to the left having a radius of 294.00' (Long Chord = South 08 degrees 27 minutes 53 seconds East, 139.30') an arc distance of 139.30' to a point; thence South 02 degrees 05 minutes 19 seconds East a distance of 59.72' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 58.00' (Long Chord = South 04 degrees 34 minutes 31 seconds West, 31.04') an arc distance of 31.45' to a point; thence South 20 degrees 39 minutes 54 seconds West a distance of 48.28' to a point; thence South 05 degrees 38 minutes 30 seconds West a distance of 92.84' to a point of curvature; thence in a southeasterly direction along the arc of a curve to the left having a radius of 19.00' (Long Chord = South 36 degrees 25 minutes 35 seconds East, 25.48') an arc distance of 27.80' to a point; thence along a line being parallel with and 176.00' north of the south line of said Morice Conard property, South 78 degrees 29 minutes 39 seconds East a distance of 18.35' to a point; thence along a line being perpendicular to said south line of the Morice Conard property, South 11 degrees 30 minutes 21 seconds West a distance of 12.00' to a point; thence along a line being parallel with and 164.00' north of said south line of the Morice Conard property, North 78 degrees 29 minutes 39 seconds West a distance of 18.35' to a point of curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 31.00' (Long Chord = North 36 degrees 25 minutes 35 seconds West, 41.54') an arc distance of 45.52' to a point; thence North 05 degrees 38 minutes 30 seconds East a distance of 84.22' to a point; thence North 20 degrees 39 minutes 54 seconds East a distance of 49.86' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the left having a radius of 44.00' (Long Chord = North 04 degrees 34 minutes 31 seconds East, 24.38') an arc distance of 24.71' to a point; thence North 11 degrees 30 minutes 51 seconds West a distance of 60.71' to a point; thence North 02 degrees 05 minutes 19 seconds West a distance of 54.88' to a point of non-tangent curvature; thence in a northwesterly direction along the arc of a curve to the right having a radius of 308.00' (Long Chord = North 08 degrees 14 minutes 28 seconds West, 143.14') an arc distance of 144.47' to a point; thence North 07 degrees 32 minutes 34 seconds East a distance of 279.12' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the right having a radius of 188.00' (Long Chord = North 27 degrees 59 minutes 08 seconds East, 115.86') an arc distance of 118.48' to a point; thence North 48 degrees 25 minutes 42 seconds East a distance of 53.15' to a point of curvature; thence in a northeasterly direction along the arc of a curve to the left having a radius of 144.00' (Long Chord = North 25 degrees 34 minutes 53 seconds East, 111.82') an arc distance of 114.84' to a point; thence along a line being perpendicular to said south right of way line of Star Landing Road and said north line of the Morice Conard property, North 02 degrees 44 minutes 04 seconds East a distance of 18.72' to the TRUE POINT OF BEGINNING.

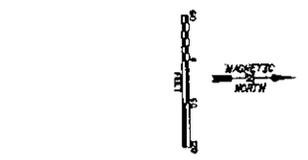
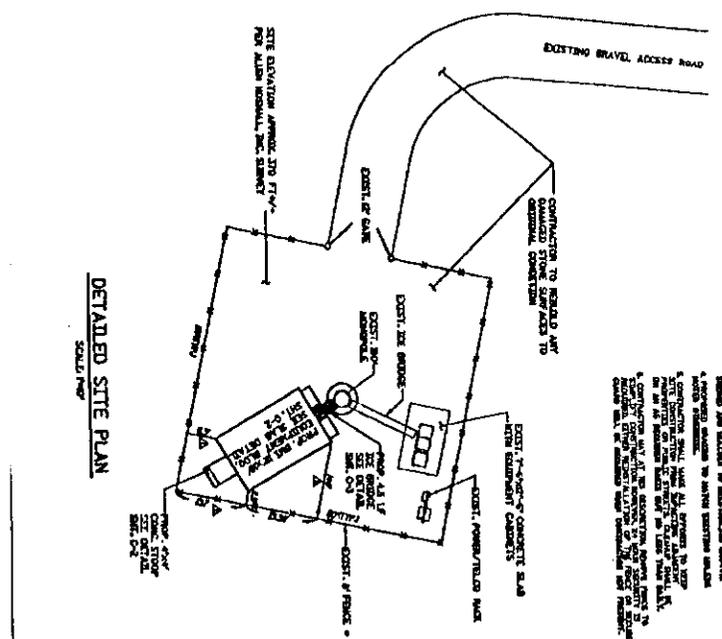
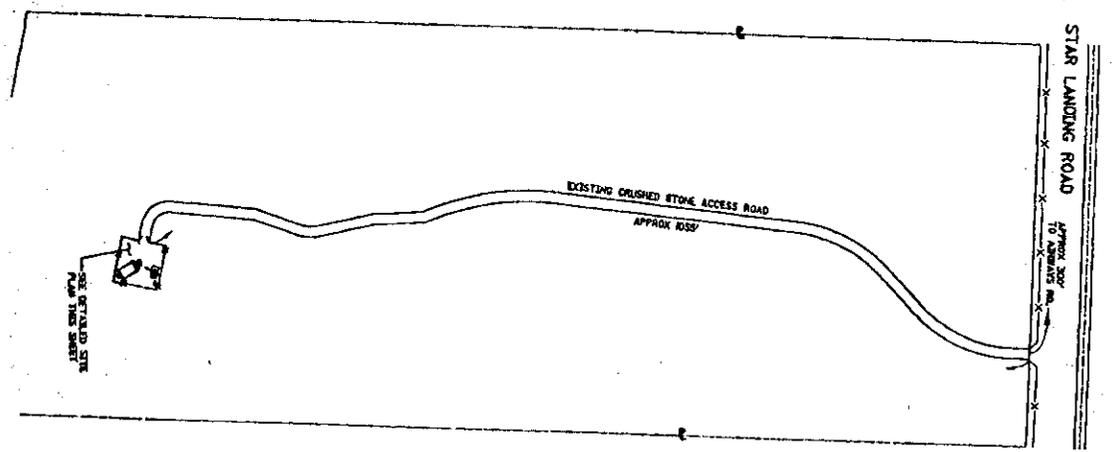
Containing 12,820 square feet or 0.294 Acres, more or less.



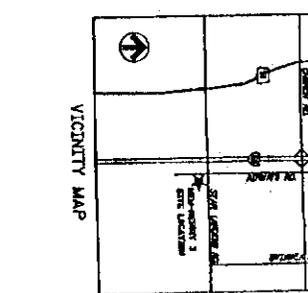
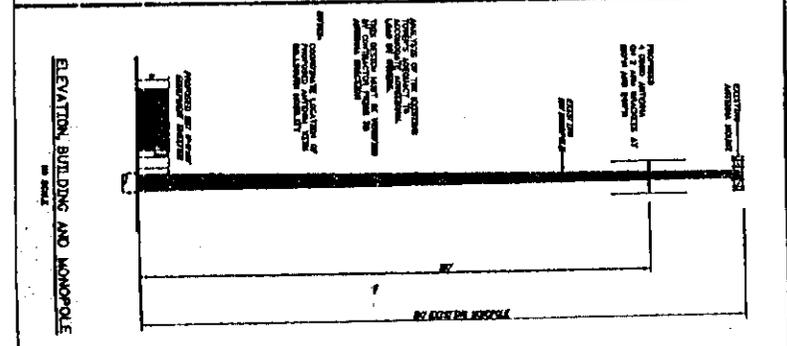
VALERIE  
PENTER

P Book 84 Pg 400  
P Book 84 Pg 766





- CONSTRUCTION NOTES:**
1. CONSTRUCTION SHALL ACCORD TO ALL APPLICABLE PERMITS AND REGULATIONS.
  2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL RESIDENTIAL CODE (IRC).
  3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL MECHANICAL, ELECTRICAL AND PLUMBING CODE (IMC), THE INTERNATIONAL ELECTRICAL CODE (IEC), AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IPMC).
  4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL FIRE AND ALARM CODE (IFAC) AND THE INTERNATIONAL FIRE CODE (IFC).
  5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL ENERGY CONSERVATION CODE (IECC) AND THE INTERNATIONAL GREEN BUILDING CODE (IGBC).
  6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SWEET'S ARCHITECTURAL AND CONSTRUCTION SYMBOLS.
  7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SYMBOLS OF CONSTRUCTION.
  8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SYMBOLS OF CONSTRUCTION.
  9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SYMBOLS OF CONSTRUCTION.
  10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL SYMBOLS OF CONSTRUCTION.



BILLSOUTH MOBILITY INC. MEM-NESBIT 3 NESBIT, MS	SITE PLAN		REVISIONS		DRAWING NOT TO BE USED FOR CONSTRUCTION UNLESS APPROVED BY THE ARCHITECT.
			NO.	DESCRIPTION	
1 OF 4 75007-23					