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DK P BK 135 PG 574
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

This Instrument Prepared by:
Matthew W. Barnes, Esq.
Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
420 North 20th Street, Suite 1600
Birmingham, Alabama 35203

Indexing Instructions:
SW¼ of Sec. 13, T1S-R8W

Cross Reference to:
Book 68, Page 539
Book 91, Page 782
DeSoto County, MS Records

Return to/
Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056
Attn: _____

RECORD AND RETURN TO:
CENTRAL PROPERTY SEARCH
9 LAWN AVENUE SUITE 200
NORRISTOWN, PA 19403

449298-R

STATE OF MISSISSIPPI)

COUNTY OF DESOTO)

**AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT ("Memorandum") is made and entered into effective as of the
29 day of July, 2009, by and between SOUTHVIEW PARTNERSHIP, a
Mississippi general partnership (having a mailing address of 8115 Cedar Hill Lane, Olive
Branch, MS 38654; Tel. No. 662-895-4434) ("Landlord"), and CROWN CASTLE GT
COMPANY LLC, a Delaware limited liability company (having a mailing address of 2000
Corporate Drive, Canonsburg, PA 15317; Tel. No. 724-416-2000) ("Tenant").**

WITNESSETH:

**WHEREAS, Memphis Cellular Telephone Company, a Tennessee general partnership
("Memphis Cellular"), as tenant, entered into a Lease Agreement dated October 31, 1994 (the
"Lease") with Landlord, covering certain real property, together with an easement for ingress,
egress and utilities thereto, described in Exhibit "A" attached hereto (the "Property"), a
memorandum of which was filed for record on April 28, 1995 in Book 68, Page 539 in the Office
of the Chancery Clerk of DeSoto County, Mississippi (the "MOL");**

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WHEREAS, pursuant to that Assignment and Assumption Agreement dated April 1, 2000 and recorded in Book 91, Page 782 in the Office of the Chancery Clerk of DeSoto County, Mississippi, Memphis Cellular assigned all its right, title and interest in, to and under the Lease to Tenant, which assumed all of Memphis Cellular's rights, duties and obligations with respect thereto; and

WHEREAS, the Lease has an original term (including all extension terms) that will terminate on February 28, 2015 (the "**Original Term**") and the parties desire to amend the Lease to extend the Original Term and as otherwise set forth below; and

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

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

**MEMORANDUM OF FIRST AMENDMENT TO
LEASE AGREEMENT**

Landlord:	Southview Partnership, a Mississippi general partnership, with a mailing address of 8115 Cedar Hill Lane, Olive Branch, MS 38654, c/o Charles T. Rowland.
Tenant:	Crown Castle GT Company LLC, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317.
Property:	The real property leased by Landlord to Tenant, together with an easement for ingress, egress and utilities thereto, 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 March 1, 1995.
Expiration Date:	The first two (2) extensions having been exercised, if not otherwise extended or renewed, the Lease shall expire on February 28, 2010.
Right to Extend or Renew:	Tenant has the right to extend/renew the Lease as follows: Nine (9) options to extend the Lease for periods of five (5) years each on the terms and conditions set forth in the Lease. If Tenant

exercises all extensions/renewals, the final expiration of the Lease will occur on February 28, 2045.

Option to Add Additional Ground Space: Yes.

Right of First Refusal: No.

All of the terms, provisions, covenants and agreements contained in the Lease 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. Landlord and Tenant ratify, confirm and adopt the Lease as of the date hereof and acknowledge that there are no defaults under the Lease 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 Lease shall remain and continue in full force and effect. This Agreement and Memorandum of First Amendment to Lease Agreement will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease and any and all amendments thereto. The Lease 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 Lease or of any amendments thereto. To the extent that the terms and conditions of this Memorandum differ from the terms and conditions of the Lease and/or any amendments thereto, the terms and conditions of the Lease and/or any amendments thereto shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease and/or any amendments thereto. This Memorandum may be executed in two (2) or more counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement and Memorandum of First Amendment to Lease Agreement on the day and year first written above.

LANDLORD:

SOUTHVIEW PARTNERSHIP,
a Mississippi general partnership

By: Charles T. Rowland
Name: CHARLES T ROWLAND
Its: partner

By: David G. Murphy
Name: DAVID G MURPHY
Its: partner

STATE OF MS)
Desoto COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of July, 2009, within my jurisdiction, the within named Charles T. Rowland who acknowledged that he/she is partner of **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership, and that for and on behalf of the said partnership, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Heather L. Williams (NOTARY PUBLIC)

My Commission Expires: _____
(Affix official seal, if applicable)



STATE OF MS)
Desoto COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14th day of July, 2009, within my jurisdiction, the within named David A. Murphy, who acknowledged that he/she is Partner of **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership, and that for and on behalf of the said partnership, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Heather L. Williams (NOTARY PUBLIC)
STATE OF MISSISSIPPI
HEATHER L. WILLIAMS
NOTARY PUBLIC
ID No. 51002
Comm. Expires
May 30, 2013
DESOTO COUNTY

My Commission Expires _____
(Affix official seal, if applicable)

TENANT:

CROWN CASTLE GT COMPANY LLC,
a Delaware limited liability company

By: *Sherri Fox Sacks*
Name: Sherri Fox Sacks
Its: RET Manager

STATE OF Texas)
Harris COUNTY)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of July, 2009, within my jurisdiction, the within named Sherri Fox Sacks, who acknowledged that he/she is RET Manager of **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Karina Angulo (NOTARY PUBLIC)

My Commission Expires: 9.19.2010
(Affix official seal, if applicable)

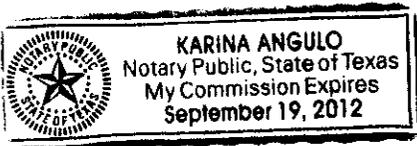


EXHIBIT "A"**LEASEHOLD PROPERTY**

Being a description of part of Southaven Partnership Tract described as Lot 1E, Revision of Lot 1, Southview Commercial Park, in the southwest quarter of Section 13, Township 1-South, Range 8-West, recorded in Plat Book 9, Page 50 at the Office of the Chancery Clerk of DeSoto County, Mississippi, said property being more particularly described as follows:

Commencing at the intersection of the north R.O.W. line of State Line Road (as platted) with the west R.O.W. line of Southview Street (50 ft. wide); thence north $00^{\circ}34'09''$ East along said west R.O.W. line of Southview Street 514.5 feet to a point, said point being the intersection of the west R.O.W. line of Southview Street with the north line of Lot 1E; thence south $88^{\circ}59'47''$ west along said north line 196.98 feet to the point of beginning; thence south $00^{\circ}35'56''$ east 99.96 feet to a point in the south line of Lot 1E; thence south $88^{\circ}58'48''$ west along said south line 60.49 feet to its intersection with the west line of Lot 1E; thence north $01^{\circ}10'07''$ west along said west line of Lot 1E 99.96 feet to its intersection with the north line of Lot 1E; thence north $88^{\circ}58'47''$ east along said north line of Lot 1E 61.48 feet to the point of beginning, containing 6,096 square feet or 0.14 acres more or less.

EASEMENT TRACT

Being a description of part of Southaven Partnership Tract described as Lot 1E, Revision of Lot 1, Southview Commercial Park, in the southwest quarter of Section 13, Township 1-South, Range 8-West, recorded in Plat Book 9, Page 50 at the Office of the Chancery Clerk of DeSoto County, Mississippi, said property being more particularly described as follows:

Commencing at the intersection of the north R.O.W. line of Stateline Road (as platted) with the west R.O.W. line of Southview Street (50 ft. wide); thence north $00^{\circ}34'09''$ east along said west R.O.W. line of Southview Street 497.49 feet to the point of beginning, said point being in the west R.O.W. line of Southview Street; thence south $88^{\circ}58'47''$ west 196.63 feet to a point; thence north $00^{\circ}35'56''$ west 17.00 feet to a point in the north line of 196.98 feet to a point in the west R.O.W. line of Southview Street; thence south $00^{\circ}34'09''$ west along said west line 17.01 feet to the point of beginning, containing 3,346 square feet or 0.08 more or less.

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