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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  
**205-328-0480**

Indexing Instructions:  
SW¼ or Sec. 20, T1S, R7W

Cross Reference to:  
Book 94, Page 789  
Book 94, Page 795  
Book 95, Page 730  
DeSoto County, MS Records

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

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Attn: **MYRON LAMPKIN**

STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

**AGREEMENT AND MEMORANDUM OF THIRD AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

**THIS AGREEMENT AND MEMORANDUM OF THIRD AMENDMENT TO OPTION AND LEASE AGREEMENT ("Memorandum") is made and entered into effective as of the last date of execution shown below, by and between ALICE HARPER DANCY, MAURIE C. THOMAS and GENE MATHIS, AS CO-TRUSTEES OF THE RAYMOND HUGH DANCY QTIP TRUST (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office) (having a mailing address of 8450 Swinnea Road, Southaven, MS 38671, Tel. No. 662-393-9556) ("LESSOR"), and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, successor by merger to BellSouth Mobility LLC, a Georgia limited liability company (having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004, Tel. No. **877-231-5447**) ("TENANT").**

**WITNESSETH:**

**WHEREAS, LESSOR entered into that certain Option and Lease Agreement dated June 4, 2001 (the "Original Agreement") with BellSouth Mobility LLC ("BellSouth"), as tenant,**

covering certain real property, together with easements for ingress, egress, utilities, telephone and landscape thereto, as described in **Exhibit "A"** attached hereto (the "**Property**"), a memorandum of which was filed for record on July 10, 2002 in Book 94, Page 789 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**MOL**");

**WHEREAS**, LESSOR and BellSouth entered into that certain Amendment to Option and Lease Agreement dated December 19, 2001 and recorded in Book 94, Page 795 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**First Amendment**");

**WHEREAS**, LESSOR and BellSouth entered into that certain Second Amendment to Option and Lease Agreement dated September 27, 2002 and recorded in Book 95, Page 730 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "**Second Amendment**") (the Original Agreement as amended by the First Amendment and the Second Amendment is hereinafter referred to as the "**Agreement**");

**WHEREAS**, the Agreement has an original term (including all extension terms) that will terminate on October 28, 2026 (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 Third Amendment to Option and Lease Agreement dated as of the date hereof:

**MEMORANDUM OF THIRD AMENDMENT TO  
OPTION AND LEASE AGREEMENT**

Lessor:	Alice Harper Dancy, Maurie C. Thomas and Gene Mathis, as Co-Trustees of the Raymond Hugh Dancy QTIP Trust (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office), with a mailing address of 8450 Swinnea Road, Southaven, MS 38671.
Tenant:	New Cingular Wireless PCS, LLC, a Delaware limited liability company, with its principal offices at 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004.
Property:	The real property leased by LESSOR to TENANT, together with easements for ingress, egress, utilities, telephone and landscape 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 October 29, 2001.

Expiration Date: The first extension having been exercised, if not otherwise extended or renewed, the Agreement shall expire on October 28, 2011.

Right to Extend or Renew: TENANT has the right to extend/renew the Agreement as follows: Fourteen (14) options to extend the Agreement for periods of five (5) years each on the terms and conditions set forth in the Agreement. If TENANT exercises all extensions/renewals, the final expiration of the Agreement will occur on October 28, 2076.

Option to Lease Additional Ground Space: Yes.

Right of First Refusal: Yes.

All of the terms, provisions, covenants and agreements contained in the Agreement 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 of the date hereof and acknowledge that there are no defaults under the Agreement 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 shall remain and continue in full force and effect. This Agreement and Memorandum of Third Amendment to Option and Lease 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. 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 Third Amendment to Option and Lease Agreement effective as of the last date of execution shown below.

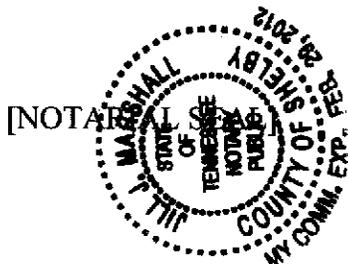
LESSOR:

Alice H. Dancy  
ALICE HARPER DANCY, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office)

TN  
STATE OF MISSISSIPPI )  
Shelby  
COUNTY OF )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of May, 2010, within my jurisdiction, the within named ALICE HARPER DANCY, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office), who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

Given under my hand and seal on the day and year last written above.



Jill J. Marshall  
Notary Public  
My Commission Expires: Feb 29, 2012

Maurie C. Thomas

**MAURIE C. THOMAS, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST** (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office)

STATE OF <sup>Tennessee</sup> ~~MISSISSIPPI~~ )  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this 11th day of May, 2010, within my jurisdiction, the within named **MAURIE C. THOMAS, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST** (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office), who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

Given under my hand and seal on the day and year last written above.

Patricia J. Kennedy  
Notary Public  
My Commission Expires April 26, 2011

[NOTARIAL SEAL]





**GENE MATHIS, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST** (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office)

STATE OF <sup>TN</sup>MISSISSIPPI )  
COUNTY OF Shelby )

Personally appeared before me, the undersigned authority in and for the said County and State, on this ~~11th~~ day of May, 2010, within my jurisdiction, the within named **GENE MATHIS, TRUSTEE OF THE RAYMOND HUGH DANCY QTIP TRUST** (being one and the same as The Raymond Hugh Dancy Marital Trust established under the Last Will and Testament of Raymond Hugh Dancy, probated in Cause No. 98-4-452 in the DeSoto County, Mississippi Chancery Clerk's Office), who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

Given under my hand and seal on the day and year last written above.

Jill J. Marshall  
Notary Public

My Commission Expires: Feb 29, 2012



**TENANT:**

**NEW CINGULAR WIRELESS PCS, LLC,**  
a Delaware limited liability company

By: AT&T Mobility Corporation,  
a Delaware corporation  
Its: Manager

By: *Nellie Jabbari* (SEAL)  
Name: Nellie Jabbari  
Its: Senior Manager – Partnerships/MLAs

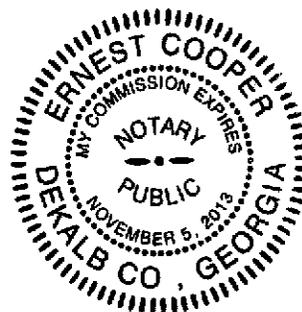
STATE OF Georgia )  
Fulton COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 9<sup>th</sup> day of June, 2010, within my jurisdiction, the within-named Nellie Jabbari, who acknowledged that she is Senior Manager – Partnerships/MLAs of AT&T Mobility Corporation, Manager of **NEW CINGULAR WIRELESS PCS, LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

*[Signature]*  
Notary Public  
My Commission Expires: 11.5.2013

[NOTARIAL SEAL]



## EXHIBIT "A"

## PROPERTY

A CERTAIN PORTION OF LAND SITUATED IN SOUTHAVEN, DESOTO COUNTY, MS. IN THE SOUTHWEST QUARTER OF SECTION 20 TOWNSHIP 1 SOUTH, RANGE 7 WEST AND CONVEYED TO HUGH DANCY IN DEED BOOK 156 PAGE 583 IN THE DESOTO COUNTY, MS. CHANCERY CLERKS OFFICE.

## BELLSOUTH MOBILITY LLC, MS-SWINNEA TOWER SITE LEASEHOLD AREA

COMMENCING AT THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 7 WEST; THENCE SOUTH 00 DEGREES 09 MINUTES 44 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 2656.27 FEET TO A POINT IN THE PROJECTED NORTH PROPERTY LINE OF HUGH DANCY; THENCE SOUTH 89 DEGREES 52 MINUTES 34 SECONDS ALONG SAID NORTH LINE A DISTANCE OF 780.76 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 35.00 FEET TO A POINT IN THE NORTHWEST CORNER OF THE LEASEHOLD AREA; THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 52 MINUTES 34 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT; THENCE SOUTH 00 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 26 SECONDS EAST A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,500 SQUARE FEET.

## BELLSOUTH MOBILITY LLC, 20 FOOT ACCESS/UTILITY RIGHT OF WAY

COMMENCING AT THE SOUTHWEST CORNER OF THE LEASEHOLD AREA; THENCE SOUTH 89 DEGREES 52 MINUTES 34 SECONDS EAST ALONG THE SOUTH LINE OF THE LEASEHOLD AREA A DISTANCE OF 25.00 FEET TO A POINT IN THE CENTERLINE OF THE BELLSOUTH MOBILITY LLC, 20 FOOT ACCESS/UTILITY RIGHT OF WAY; THE POINT OF BEGINNING; THENCE WESTERLY ALONG THE CENTERLINE OF THE BELLSOUTH MOBILITY LLC, 20 FOOT ACCESS/UTILITY RIGHT OF WAY THE FOLLOWING COURSES: SOUTH 00 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 50.00 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 21 SECONDS WEST A DISTANCE OF 279.40 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 120.00 FEET; THENCE NORTH 82 DEGREES 43 MINUTES 05 SECONDS WEST A DISTANCE OF 200.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 182.29 FEET TO A POINT OF TERMINATION IN THE EAST ROW LINE OF SWINNEA RD (80' ROW).

CONTAINING 16,634 SQUARE FEET.

## BELLSOUTH MOBILITY LLC, 10 FOOT LANDSCAPE EASEMENT

COMMENCING AT THE SOUTHWEST CORNER OF THE LEASEHOLD AREA; THENCE SOUTH 45 DEGREES 07 MINUTES 27 SECONDS WEST A DISTANCE OF 7.07 FEET TO A POINT IN THE CENTERLINE OF THE 10 FOOT LANDSCAPE EASEMENT; THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 07 MINUTES 26 SECONDS EAST A DISTANCE OF 60.00 FEET TO A POINT; THENCE SOUTH 89 DEGREES 52 MINUTES 34 SECONDS EAST A DISTANCE OF 60.00 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 26 SECONDS WEST A DISTANCE OF 60.00 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 SQUARE FEET.

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**BEL SOUTH MOBILITY LLC, 5 FOOT TELEPHONE EASEMENT**

COMMENCING AT THE SOUTHWEST CORNER OF THE LEASEHOLD AREA; THENCE NORTH 89 DEGREES 52 MINUTES 34 SECONDS WEST A DISTANCE OF 2.50 FEET TO A POINT IN THE CENTERLINE OF THE 5 FOOT TELEPHONE EASEMENT; THE POINT OF BEGINNING; THENCE NORTHERLY AND WESTERLY ALONG SAID CENTERLINE THE FOLLOWING COURSES; NORTH 00 DEGREES 07 MINUTES 26 SECONDS EAST A DISTANCE OF 63.51 FEET; THENCE NORTH 89 DEGREES 11 MINUTES 16 SECONDS WEST A DISTANCE OF 95.82 FEET; THENCE NORTH 07 DEGREES 58 MINUTES 56 SECONDS WEST A DISTANCE OF 399.96 FEET; THENCE NORTH 89 DEGREES 45 MINUTES 59 SECONDS WEST A DISTANCE OF 231.13 FEET; THENCE NORTH 64 DEGREES 37 MINUTES 39 SECONDS WEST A DISTANCE OF 16.57 FEET TO A POINT OF TERMINATION.

CONTAINING 4035 SQUARE FEET.

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