

Site B-41

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 16 day of April, 1996
by Billy K. Graham Jr. ("Lessor") and InterCel Birmingham MTA, Inc.
("Lessee") and evidences that on the 30/6
day of April 1996 a Tower Site Lease Agreement ("Lease") was entered into by and between
Lessor and Lessee.

Inst # 1996-13926

1. **Lease Term.** The terms of the Lease shall be Five (5) years commencing on
the earlier of the date that Lessor has completed construction of the Tower Facilities, as that term is
defined in the Lease, or the 16 day of April, 1996 ("Commencement Date") and terminating
at midnight on the fifth anniversary of the Commencement Date ("Initial Term"). Lessee has the right
under the terms of the Lease to extend the Lease for four (4) additional five (5) year terms ("Renewal
Terms").

2. **Property.** Subject to the terms of the Lease Lessor has leased to Lessee the use
of the real property described in Exhibit "A" attached hereto ("Property") and Lessor has
granted unto Lessee for the Initial Term and any Renewal Term an easement for ingress, egress and
utilities over that property described in Exhibit "B" attached hereto ("Easement").

3. **Notices.** All notices, requests, demands, and other communications to the Lessor
or Lessee shall be made at the following addresses:

Lessor:

Billy K. Graham Jr.
970 Highway 202
Clear, AL 35040

Lessee:

InterCel Birmingham MTA, Inc.
1239 O. G. Skinner Drive
West Point, GA 31833

Attn.: Real Estate Department

4. **Right of First Refusal.** Lessor has granted Lessee a right of first refusal to
purchase the Property and the Easement upon the same terms and conditions as contained in a bona fide
offer from a third party to purchase the Property and the Easement. The Lease shall continue according
to the terms expressed herein and in this Lease if Lessee fails or refuses to exercise this right of first
refusal to purchase the Property.

5. **Exclusive Use.** Lessee shall have the exclusive right to operate a facility
involved in the receipt and transmission of wireless communications on real property owned by Lessor
within one-half (1/2) mile of the Property.

04/29/1996-13926
02:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 SNA 34.00

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

LESSOR:

By: *Greg B. Leake Jr.*

Title: _____

LESSEE:

InterCel Birmingham MTA, Inc.

By: *J. Harold Gwin*

Title: **Vice President Operations**

[ACKNOWLEDGMENTS]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, St. Stephen's Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of said NW 1/4 of NW 1/4 of Section 12, Township 24 North, Range 13 East and run South 89°22'36" West along the north line of said 1/4 - 1/4 for a distance of 365.77 feet to the POINT OF BEGINNING; thence angle left and run South 27°08'07" East for a distance of 386.64 feet along a line approximately 30 feet southwest of and parallel to the centerline of an existing gravel road (County Road #67); thence angle left and run South 36°12'07" East for a distance of 239.10 feet along said parallel line; thence angle right and leaving said gravel road run South 53°47'53" West for a distance of 342.30 feet to a point on the northeasterly right-of-way line of Interstate #65; thence angle right and run North 18°22'37" West along said right-of-way line for a distance of 776.58 feet to the intersection of said right-of-way line with the northerly line of said 1/4 - 1/4; thence angle right and leaving said right-of-way line run North 89°22'36" East along said 1/4 - 1/4 line for a distance of 203.49 feet to the POINT OF BEGINNING.
Containing 174,239 square feet (4.0 Acres) more or less.

EXHIBIT "B"

**LEGAL DESCRIPTION OF
EASEMENT**

No easement required.

ALABAMA ACKNOWLEDGMENT
FORMS

Acknowledgment for individual:

State of Alabama

County of Shelby

I, Stacy A. Franklin, hereby certify that Billy K. Graham, Jr., whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 30 day of November, 1995.

Stacy A. Franklin
[Signature and Title of Officer]

MY COMMISSION EXPIRES OCTOBER 12, 1998

[My Commission Expires]

Homestead acknowledgment.

State of Alabama

County of _____

I, _____, hereby certify that on the _____ day of _____, 19____, came before me the within named _____, known to me to be the wife of the within named _____, who, being examined separate and apart from the husband touching her signature to the within named _____, acknowledged that she signed the same of her own free will and accord, and without fear, constraints, or threats on the part of the husband.

Given under my hand this _____ day of _____, 19____.

[Signature and Title of Officer]


[My Commission Expires]

ACKNOWLEDGEMENT

State of Alabama
County of Jefferson

I, the undersigned, in and for said county and state, hereby certify that **J. Harold Gwin**, whose name as Vice President of Operations of InterCel Birmingham MTA, Inc., is signed to the foregoing Memorandum of Lease, and who, acknowledged before me on this day that being informed of the contents of said Memorandum of Lease, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, acting in their capacity as such officers as aforesaid.

Given under my hand this 12 day of April, 1996.


Notary Public

My commission expires:

MY COMMISSION EXPIRES OCTOBER 12, 1998

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SHELBY COUNTY JUDGE OF PROBATE
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