

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this 21 day of June, 1996, by and among Jimmy^{ie} Barnes and Charles K. Acker ("Lessor") and InterCel Birmingham MTA, Inc. ("Lessee") and evidences that on the 21 day of June, 1996 a Tower Site Lease Agreement ("Lease") was entered into by and between Lessor and Lessee.

Inst # 1996-21394

1. **Lease Term.** The terms of the Lease shall be five (5) years commencing on the earlier of the date that Lessee has completed construction of the Tower Facilities, as that term is defined in the Lease, or the 21 day of June, 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 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:

COPY TO: A
CHARLES K. ACKER
RT 2 Box 147 L
STONEWALL, OK
74871
(405) 436 1014

Lessor:
Jimmy Barnes
2060 Oak Mountain Drive
P.O. Box 189
Pelham, AL 35124
(205) 664-0454

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 upon the same terms and conditions as contained in a bona fide offer from a third party to

purchase the Property. 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.

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

LESSOR:


Jimmy Barnes


Charles K. Acker

LESSEE:

InterCel Birmingham MTA, Inc.

By: 
~~H. R. Johnson~~
Title: Vice President ~~Operations~~

[ACKNOWLEDGMENTS]

State of Alabama

County of Shelby

I, JOYCE A. FLETCHER Notary Public, hereby certify that Jimmy Barnes, 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 9th day of April, 1996.

Joyce A. Fletcher
Notary Public

My Commission Expires:
MY COMMISSION EXPIRES JULY 27, 1997

State of Oklahoma
~~Alabama~~

County of Pontotoc

I, Jay White, Notary Public, hereby certify that Charles K. Acker, 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 10th day of April, 1996.

Jay White
Notary Public

My Commission Expires:
2-7-97

ACKNOWLEDGMENT

State of Alabama
County of Jefferson

I, the undersigned, in and for said county and state hereby certify that **George R. Johnson**, Executive Vice President and General Manager of InterCel, 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 that same voluntarily for and as the act of said corporation, acting in their capacity as such officers as aforesaid.

Given under my hand this 21 day of June, 1996.


Notary Public

My commission expires:

MY COMMISSION EXPIRES OCTOBER 12, 1998

EXHIBIT "A"

**LEGAL DESCRIPTION OF
PROPERTY**

**Little Oak Mountain
Lease Parcel**

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West;
thence run along said section line North 89°05'26" East for a distance of 519.51 feet to a point; thence run North 00°00'00" East for a distance of 129.94 feet to a point, said point also being the Point of Beginning; thence run North 90°00'00" West for a distance of 100.00 feet to a point; thence run North 00°00'00" East for a distance of 100.00 feet to a point; thence run North 90°00'00" East for a distance of 100.00 feet to a point; thence run South 00°00'00" West for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

EXHIBIT "B"

**LEGAL DESCRIPTION OF
EASEMENT**

Inst # 1996-21394

Little Oak Mountain

20' Ingress/Egress & Utility Easement

An easement situated in the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West;

thence run along said section line North 89°05'26" East for a distance of 519.51 feet to a point; thence run North 00°00'00" East for a distance of 139.94 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10 feet either side of said centerline as described herein; thence run North 90°00'00" East for a distance of 20.20 feet to a point; thence run North 68°26'00" East for a distance of 57.13 feet to a point; thence run North 69°44'42" East for a distance of 53.74 feet to a point; thence run North 73°21'51" East for a distance of 92.63 feet to a point; thence run North 65°43'45" East for a distance of 71.45 feet; thence run North 59°12'36" East for a distance of 73.07 feet to a point; thence run North 55°45'30" East for a distance of 72.17 feet to a point; thence run North 47°50'36" East for a distance of 116.94 feet to a point; thence run North 40°33'13" East for a distance of 147.20 feet to a point; thence run North 35°06'12" East for a distance of 42.45 feet to a point; thence run North 17°38'11" East for a distance of 24.55 feet to a point; thence run North 05°34'13" West for a distance of 19.53 feet to a point; thence run North 23°11'29" West for a distance of 30.27 feet to a point; thence run North 42°26'13" West for a distance of 198.19 feet to a point; thence run North 41°42'19" West for a distance of 149.59 feet to a point; thence run North 37°13'35" West for a distance of 108.01 feet to a point; thence run North 35°16'43" West for a distance of 112.75 feet to a point; thence run North 33°15'46" West for a distance of 93.73 feet to a point; thence run North 31°38'48" West for a distance of 140.06 feet to a point; thence run North 46°03'24" West for a distance of 51.47 feet to a point on the south right-of-way of Oak Mountain Drive, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

Inst # 1996-21394

07/03/1996-21394
09:55 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 MCD 72.00