

THIS INSTRUMENT PREPARED BY:

Joseph L. Coker

Attorney

Southern Company Services, Inc.

600 North 18th Street

Birmingham, Alabama 35203

**STATE OF ALABAMA)
COUNTY OF SHELBY)**

Site Name: Pelham

Site Number: A-9163

#149,500-
Inst # 1999-35423
08/24/1999-35423
09:46 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
DDE HNS 170.74

MEMORANDUM OF LEASE

This **Memorandum of Lease** ("Memorandum") is executed and entered into effective as of October 9, 1998, by and between **SPRINT SPECTRUM L.P.** (hereinafter referred to as "Lessor," whether one or more) and **SOUTHERN COMMUNICATIONS SERVICES, INC.** d/b/a Southern LINC (hereinafter referred to as "Lessee").

RECITALS:

Lessor and Lessee are parties to that certain Communications Tower Lease Option and Lease Agreement dated on or about October 12, 1998 (the "Agreement") pursuant to which Lessor granted to Lessee the right and option to lease a certain portion of a communications tower (the "Tower") located on a certain tract or parcel of land (the "Land") located in Shelby County, Alabama, (said Tower and Land hereinafter referred to as the "Premises") together with related easements. The Agreement provides that upon notice to Lessor by Lessee, the parties shall have entered into a lease agreement upon the terms and conditions set forth therein. Lessee has heretofore given to Lessor such notice of the exercise of such option, and the parties have heretofore entered into such lease agreement (the "Lease").

The parties hereto now desire to reaffirm and ratify the Lease, confirm the expiration date and certain other terms of the Lease, and place third parties on notice of same.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Lease, Lessor and Lessee hereby acknowledge and agree as follows:

1. With respect to the remainder of the Initial Term and each Extension Term (each as hereafter defined), Lessor and Lessee agree that the Lease is hereby ratified and restated in its entirety, and Lessor hereby leases to Lessee the Premises and grants to Lessee the other rights of

the Lessee under the Lease, and Lessee hereby agrees to pay and perform the obligations of the Lessee under the Lease.

2. Lessor and Lessee acknowledge and agree that the Lease contains the following terms, among others:

2.1 The name of the Lessor is as set forth above.

2.2 The name of the Lessee is Southern Communications Services, Inc. d/b/a Southern LINC.

2.3 The initial term ("Initial Term") of the Lease shall expire on or about October 9, 2003.

2.4 The Lease grants to the Lessee the option to extend the Lease for four (4) additional periods of five (5) years (each an "Extension Term").

2.5 The legal description of the Land is set forth on Exhibit A, and the approximate location of the Premises is set forth on Exhibit B, both of which are attached to and made a part of this Memorandum.

2.5.1 In addition to the lease of the Premises, the Lease grants to the Lessee a nonexclusive right for pedestrian and vehicular ingress and egress and for the installation and maintenance of all utility facilities.

2.6 The Lease may, upon thirty (30) days prior written notice to Lessor, be assigned or transferred to any affiliate of Lessee.

3. This Memorandum supplements and amends the Lease only to the extent expressly set forth herein and the remaining terms and provisions of the Lease are and shall remain in full force and effect and unmodified hereby.

*** SIGNATURES APPEAR ON THE FOLLOWING PAGE ***

*** THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK ***

IN WITNESS WHEREOF, Lessor and Lessee have hereunto caused this Memorandum to be executed effective as of the date first written above.

Witness:

Michael D. Peterson

LESSOR:

SPRINT SPECTRUM L.P.

By: James W. Greene
(signature)

Name: James W. Greene
(typed or printed)

Its: Site Development Director
(title)

Witness:

Jennifer M. Whitman

LESSEE:

SOUTHERN COMMUNICATIONS
SERVICES, INC. D/B/A SOUTHERN LINC

By: R. Craig Elder
(signature)

Name: R. CRAIG ELDER
(typed or printed)

Its: VP & Treasurer
(title)

STATE OF Georgia

COUNTY OF Fulton

I, Deborah C. DuPont, a Notary Public in and for said County in said State, hereby certify that James W. Greene, whose name as Site Development Director of **SPRINT SPECTRUM L.P.**, a limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 29th day of July, 1999.



D.C. DUPONT
NOTARY PUBLIC, FULTON COUNTY, GEORGIA
MY COMMISSION EXPIRES FEBRUARY 5, 2002
[NOTARIAL SEAL]

[Signature]

Notary Public

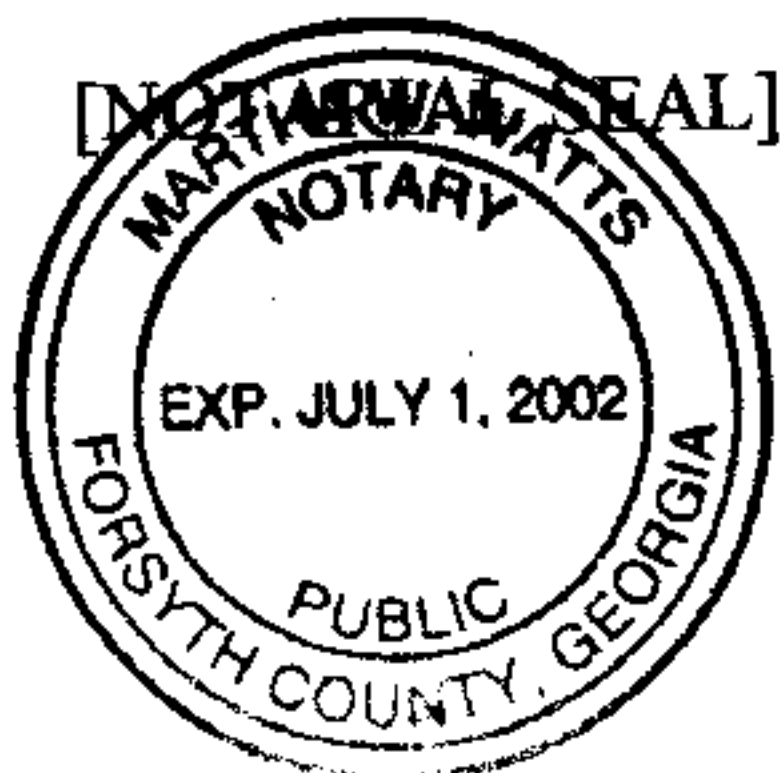
My commission expires: 2/5/2002

STATE OF Georgia

COUNTY OF Forsyth

I, Martha W. Watts, a Notary Public in and for said County in said State, hereby certify that R. Craig Elder, whose name as VP & Treasurer of **Southern Communications Services, Inc. d/b/a Southern LINC**, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 9 day of August, 1999.



Martha W. Watts

Notary Public

My commission expires: July 1, 2002

Exhibit "A"

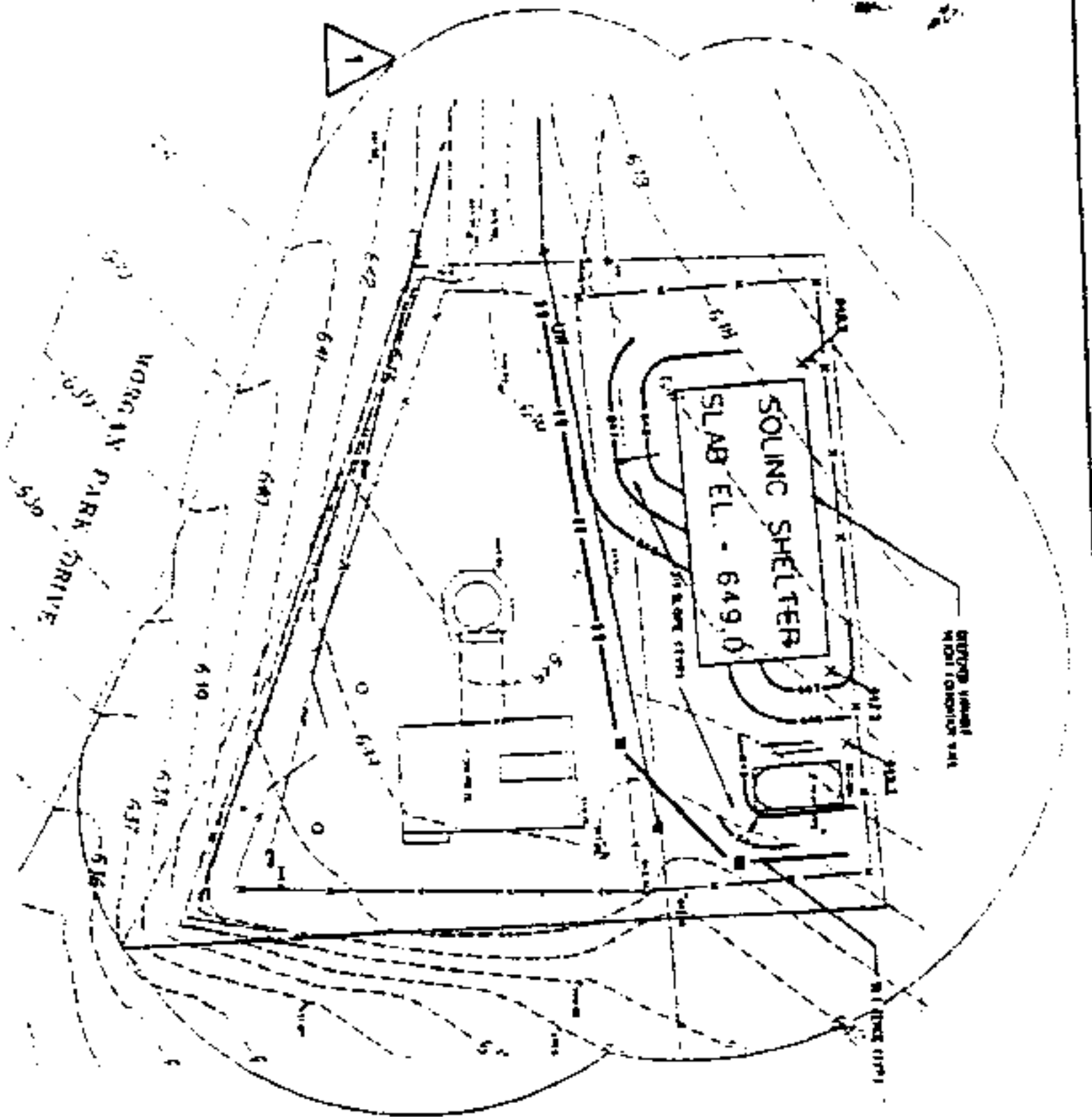
Land

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 31, Township 19 South, Range 2 West Shelby County, Alabama and being more particularly described as follows:

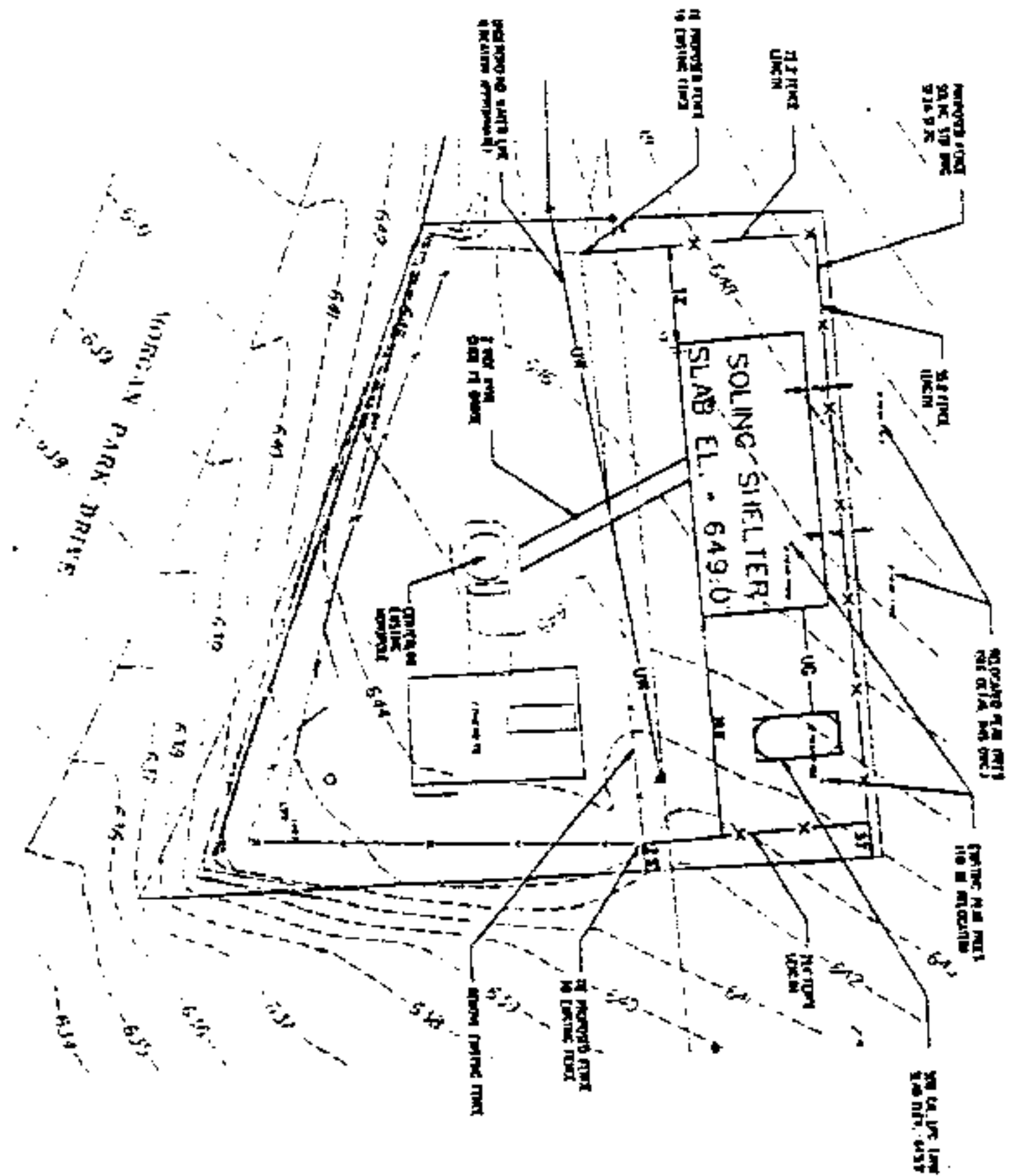
Commence at the Northwest Corner of Block 2 of the Cahaba Valley Parkway Business Park North, as recorded in Map Book 13, Page 140, Office of the Judge of Probate, Shelby County, Alabama; thence run North $1^{\circ}15'24''$ West for a distance of 191.42 feet to a point; thence run South $86^{\circ}43'00''$ West for a distance of 521.87 feet to a point; said point being the Point of Beginning; thence run South $1^{\circ}15'24''$ East for a distance of 50.65 feet to a point on the north right-of-way line of Morgan Park Drive; thence run on a curve to the left having a radius of 351.07 feet, an arc length of 68.63 feet and being subtended by a chord bearing North $65^{\circ}33'23''$ West with a distance of 68.52 feet; thence run North $0^{\circ}00'00''$ West for a distance of 18.14 feet to a point; thence run North $86^{\circ}42'34''$ East for a distance of 61.64 feet to a point, said point being the Point of Beginning.

EXHIBIT "B"

COMPOUND GRADING



COMPOUND DETAIL



- GENERAL NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE ALABAMA DEPARTMENT OF HIGHWAY CONSTRUCTION MANUAL AND THE ALABAMA DEPARTMENT OF REVENUE MANUAL.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
 5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ANY DAMAGE TO THE SURROUNDING ENVIRONMENT.
 7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE RECORDS OF ALL WORK DONE AND SUBMIT THEM TO THE ENGINEER FOR REVIEW.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AT ALL TIMES.
 9. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES THROUGHOUT THE PROJECT.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMEDIATION OF ANY DAMAGE TO THE SURROUNDING ENVIRONMENT.

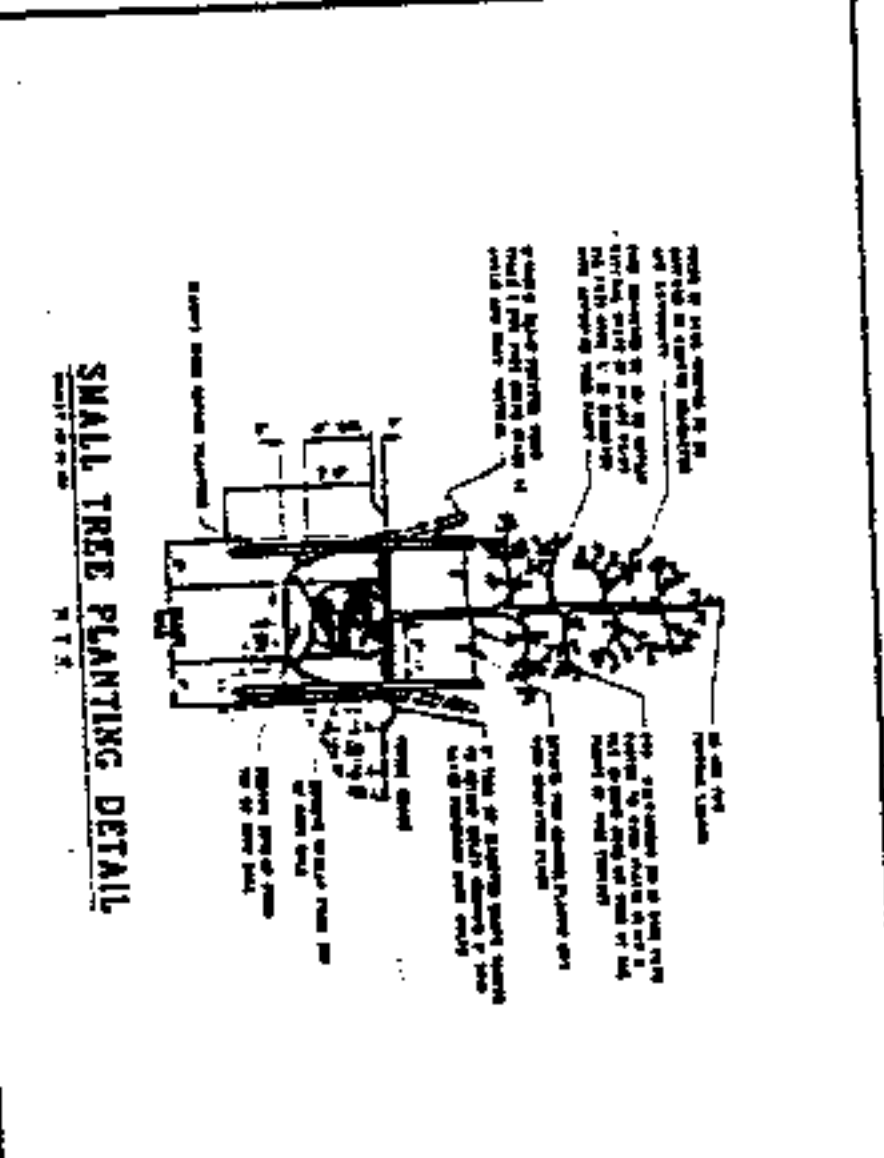
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MONOPOLE INFORMATION:

MONOPOLE HEIGHT: 50'

MONOPOLE SPACING: 100'

MONOPOLE TYPE: STEEL



sain associates
Sain Associates, Inc./Consulting Engineers/Surveyors
P.O. Box 1000, Pelham, Alabama 36860
Tel: 205/966-1000, Fax: 205/966-1001
E-Mail: info@sainassociates.com

SITE LAYOUT AND GRADING PLAN
PELHAM SITE AREA
PELHAM, ALABAMA
SOUTHERN LINC
ATLANTA, GEORGIA
CL-R1
1/2" = 1'-0"

| PROPOSED TANK ADDITION | | 7.34 | 12.00 | 10.00 |
|------------------------|--|------|-------|-------|
| 1 | | 11 | 12 | 13 |



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