

**THIS INSTRUMENT PREPARED BY:**

**Joseph L. Coker**

**Attorney**

**Southern Company Services, Inc.**

**609 North 18th Street**

**Birmingham, Alabama 35203**

**STATE OF ALABAMA)**

**COUNTY OF SHELBY)**

**Site Name: Pelham #2**

**Site Number: A-9163**

**Inst # 1999-41428**

**10/05/1999-41428**

**09:51 AM CERTIFIED**

**SHELBY COUNTY JUDGE OF PROBATE**

**105.50**

**006 SNA**

**MEMORANDUM OF LEASE**

**This Memorandum of Lease ("Memorandum") is executed and entered into effective as of October 8, 1998, by and between W. D. Parsons, an unmarried individual (hereinafter referred to as "Landlord,") and Southern Communications Services, Inc. d/b/a Southern LINC (hereinafter referred to as "Tenant").**

**RECITALS:**

**Landlord and Tenant are parties to that certain Land Option and Lease Agreement dated on or about July 10, 1998 (the "Agreement") pursuant to which Landlord granted to Tenant the right and option to lease certain real property located in Shelby County, Alabama (the "Land"), together with related easements (the "Easement") (said Land and Easement hereinafter called "Property"). The Agreement provides that upon notice to Landlord by Tenant, the parties shall have entered into a lease agreement upon the terms and conditions set forth therein. Tenant has heretofore given to Landlord 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, Landlord and Tenant hereby acknowledge and agree as follows:**

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

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

2. Landlord and Tenant acknowledge and agree that the Lease contains the following terms, among others:

- 2.1 The name of the Landlord is as set forth above.
- 2.2 The name of the Tenant 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 7, 2003.
- 2.4 The Lease grants to the Tenant the option to extend the Lease for four (4) additional periods of five (5) years (each an "Extension Term"). If at the end of the last Extension Term, the Lease has not been terminated by either party, the Lease shall continue in force for a further term of one (1) year, and for annual terms thereafter until terminated by either party.
- 2.5 The approximate locations of the leasehold and easements are identified in Exhibit A of the Lease. The Lease contains a provision which provides that subsequent to execution of the Lease, a more definitive survey would be prepared and agreed to by the parties and said survey shall be designated as Exhibit B of the Lease and shall be the controlling survey in the event of any discrepancy between Exhibit A and Exhibit B.
- 2.6 The legal description of the Land leased to the Tenant under the Lease is set forth on Exhibit B, which is the controlling survey and is attached to and made a part of this Memorandum.
  - 2.6.1 In addition to the lease of the Land, the Lease grants to the Tenant a nonexclusive right for pedestrian and vehicular ingress and egress and for the installation and maintenance of all utility facilities.
  - 2.6.2 Tenant has the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of Tenant's facilities.
- 2.7 The Lease may be assigned or transferred at any time to any present or future affiliate of Tenant. Upon such assignment, Tenant shall be released of all obligations under the Lease.
- 2.8 If Landlord receives a bona fide offer from a third party for the purchase of any portion of the Land which Landlord proposes to accept, Tenant has a

right of first refusal subject to the conditions set forth in Paragraph 12 of the Lease. Any sale of all or part of the Land shall be under and subject to the Lease.

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, Landlord and Tenant have hereunto caused this Memorandum to be executed effective as of the date first written above.

Witness:

Amy Nordmayer

LANDLORD:

W. D. PARSONS

By: W.D. Parsons  
(signature)

Name: W.D. PARSONS  
(typed or printed)

Its: LANDLORD  
(title)

Witness:

Jennifer M Whitmore

TENANT:

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)

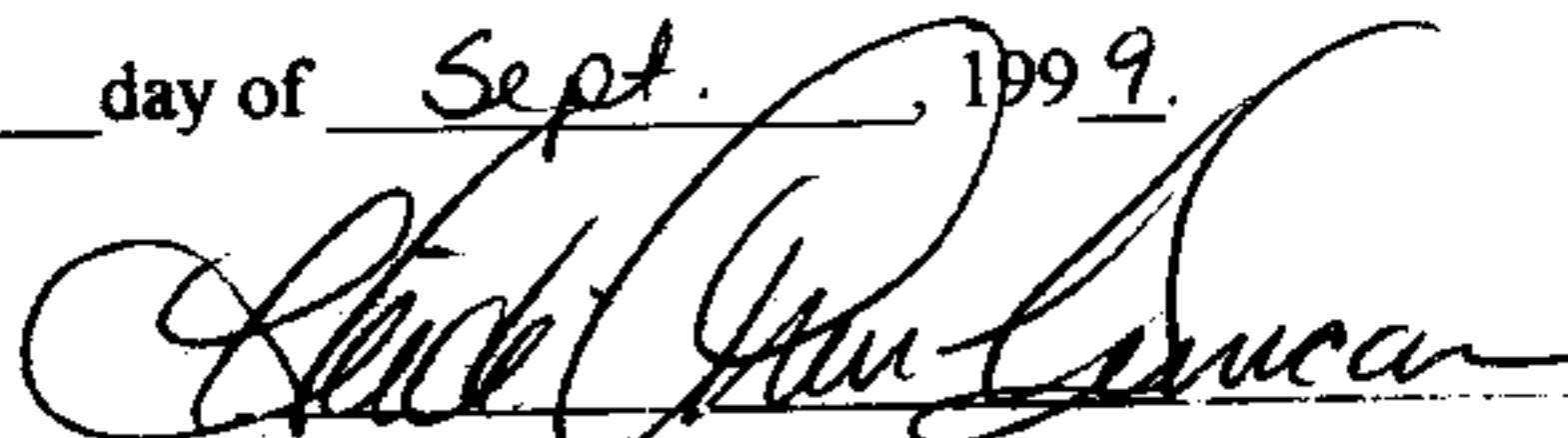


STATE OF INDIANA

COUNTY OF LAKE

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **W. B. PARSONS**, whose name 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,  
executed the same voluntarily.

Given under my hand this the 7 day of Sept. 1999.



Notary Public

My commission expires: 10-29-01

[NOTARIAL SEAL]

STATE OF Georgia

COUNTY OF Forsyth

I, Martha 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.

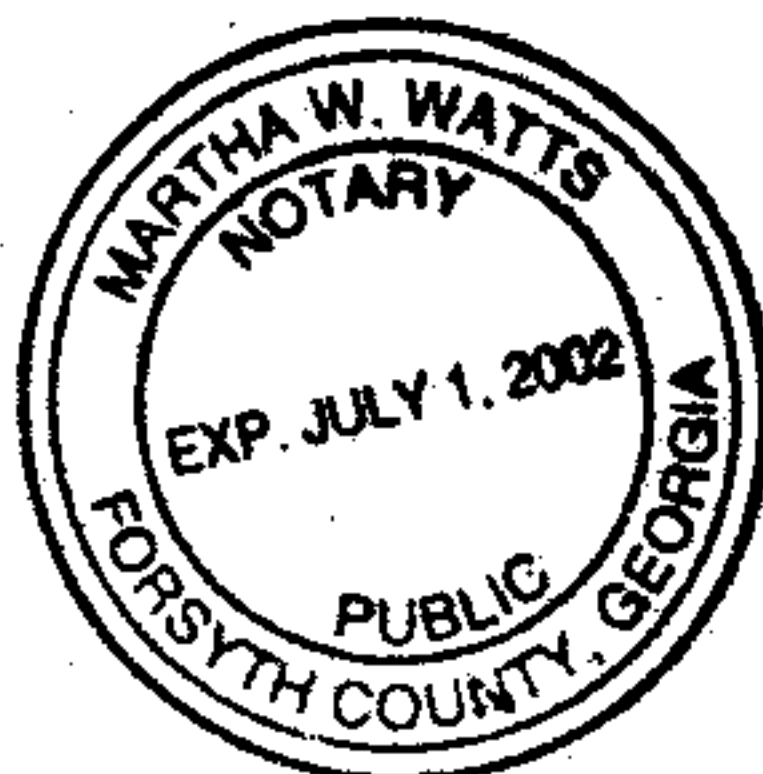
Given under my hand this the 22 day of September, 1999.



Notary Public

My commission expires: July 1, 2002

[NOTARIAL SEAL]



## EXHIBIT B

### LEGAL DESCRIPTION:

#### **PARCEL I (Compound) (PARSONS PARCEL)**

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

Commence at the NW corner of Section 31, Township 19 South, Range 2 West and run South  $88^{\circ}04'56''$  East along the N'erly line of said Section 31 for a distance of 1,196 feet; thence angle right and run South  $01^{\circ}55'04''$  West for a distance of 295.00 feet; thence angle right and run South  $06^{\circ}19'24''$  West, along the W'erly line of that property conveyed to W. D. Parsons by Instrument No. 1996-29829 on September 10, 1996, for a distance of 359.21 feet to the SW'erly corner thereof; thence angle left and run North  $86^{\circ}52'04''$  East along the S'erly line of said "Parsons Property" for a distance of 32.98 feet to the **POINT OF BEGINNING**; thence angle left and run North  $03^{\circ}07'56''$  West for a distance of 20.00 feet; thence angle right and run North  $86^{\circ}52'04''$  East along a line that is 20.00 feet N'erly of and parallel to said S'erly line for a distance of 64.64 feet; thence angle right and run South  $03^{\circ}07'56''$  East for a distance of 20.00 feet to a point on said S'erly line; thence angle right and run South  $86^{\circ}52'04''$  West along said S'erly line for a distance of 61.64 to the **POINT OF BEGINNING**.

Containing 1,233 Square Feet (0.03 Acres) more or less.

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