

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: Inverness
Site Number: A-9135**

Inst # 1999-50444

12/15/1999-50444
09:13 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
007 WMS 230.50

MEMORANDUM OF LEASE

This **Memorandum of Lease** ("Memorandum") is executed and entered into effective as of June 9, 1999, by and between **GTE Wireless of the South, Incorporated** (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 Lease Agreement dated on or about June 4, 1999 (the "Agreement") pursuant to which Lessor granted to Lessee the right to lease certain space on Lessor's communications tower (the "Tower") and ground space for the placement of an equipment shelter for the placement and operation of Lessee's communications equipment (the "Facilities") (said Tower and Facilities hereinafter called "Leased Space") together with related easements, located on certain real property located in Shelby County, Alabama ("Property").

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 Leased Space 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 June 9, 2004.
- 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 Property is identified in Exhibit A, and is attached to and made a part of this Memorandum.
- 2.6 The approximate location of the Leased Space is identified in Exhibit C, and is attached to and made a part of this Memorandum.
 - 2.6.1 In addition to the lease of the Leased Space, the Lease grants to the Lessee an easement for access and utilities, more particularly depicted in Exhibit C.
- 2.7 The Lease may be assigned or transferred at any time to an 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:

LESSOR:

GTE WIRELESS OF THE SOUTH,
INCORPORATED

By: Rick W. Gall
(signature)

Name: Rick W. Gall
(typed or printed)

Its: Area President
(title)

Witness:

Delbert L. Malongall

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 & CFO
(title)

STATE OF Tennessee

COUNTY OF Davidson

I, Linda C. Hamilton, a Notary Public in and for said County in said State, hereby certify that Rick W. Gail, whose name as Area President of **GTE WIRELESS OF THE SOUTH, INCORPORATED**, 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 2nd day of December, 1999.

[NOTARIAL SEAL]

Linda C. Hamilton

Notary Public

My commission expires: ~~My Commission Expires~~ JULY 27, 2002

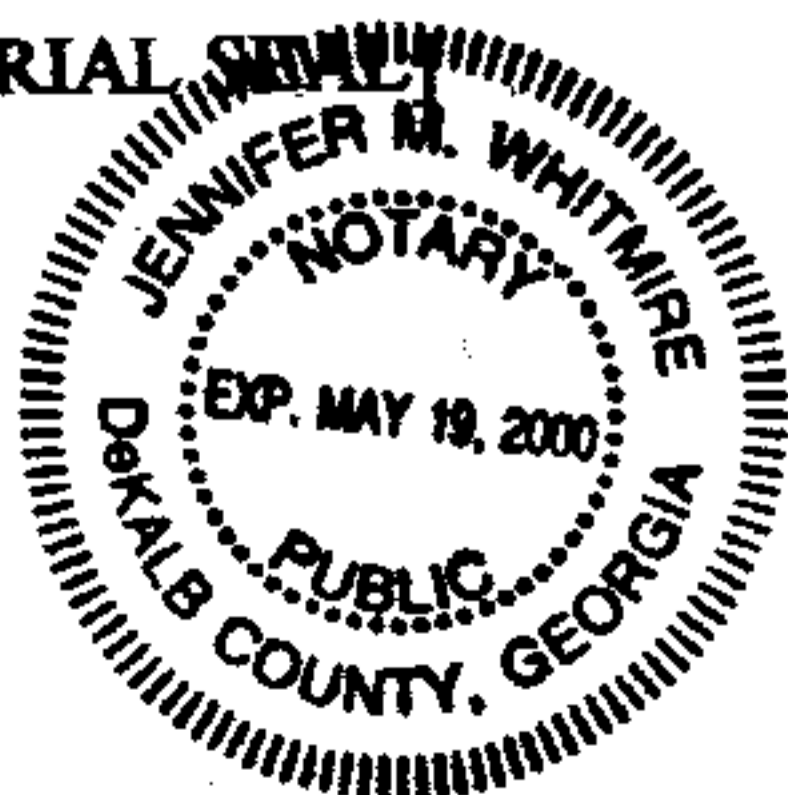
STATE OF Georgia

COUNTY OF Fulton

I, Jennifer M. Whitmire, 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 10 day of December, 1999.

[NOTARIAL SEAL]



Jennifer M. Whitmire

Notary Public

My commission expires: 5/19/2000

EXHIBIT "A"

Description of Property

A parcel of land lying in the Southwest Quarter of the Northwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31, being a concrete monument and also being the POINT OF BEGINNING; thence run South 00 degree 13 minutes 48 seconds West along the east line of said Quarter Quarter for a distance of 60.00 feet to a point; thence leaving said Quarter Quarter line, run North 89 degrees 02 minutes 25 seconds West for a distance of 120.00 feet to a point; thence run North 00 degree 13 minutes 48 seconds East for a distance of 60.00 feet to a point on the north line of said Quarter Quarter; thence run South 89 degrees 02 minutes 25 seconds East along the north line of said Quarter Quarter for a distance of 120.00 feet to the POINT OF BEGINNING;

Subject to an easement upon South 28 feet of the above reserved hereby unto Grantor, part of which is presently used by Grantor for parking, part of which is used by Grantor for a metal utility shed, and the remainder being in natural vegetation for buffer, and said use of this easement area shall continue as is until such time as the adjoining headquarters building belonging to the Grantor is conveyed to any successor in title.

Said parcel contains 0.165 acres, more or less.

TOGETHER WITH AN INGRESS/EGRESS AND UTILITY EASEMENT
DESCRIBED AS:

A parcel of land lying in the Southwest Quarter of the Northwest Quarter of Section 31, Township 18 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the northeast corner of the Southwest Quarter of the Northwest Quarter of said Section 31 and run South 00 degree 13 minutes 48 seconds West along the east line of said Quarter Quarter line for a distance of 60.00 feet to a point; thence leaving said Quarter Quarter line, run North 89 degrees 02 minutes 25 seconds West for a distance of 16.00 feet to a point, said point being the POINT OF BEGINNING of a 20 foot wide easement for ingress and egress lying 10 feet either side of the following described line; run thence South 00 degree 13 minutes 48 seconds West for a distance of 15.98 feet to the point of curvature of a tangent curve to the right having a central angle of 77 degrees 25 minutes 49 seconds, a radius of 40.00 feet, and a chord being South 38 degrees 56 minutes 43 seconds West for a distance of 50.04 feet; thence run along the arc of said curve for a distance of 54.06 feet to the point of tangency; thence run South

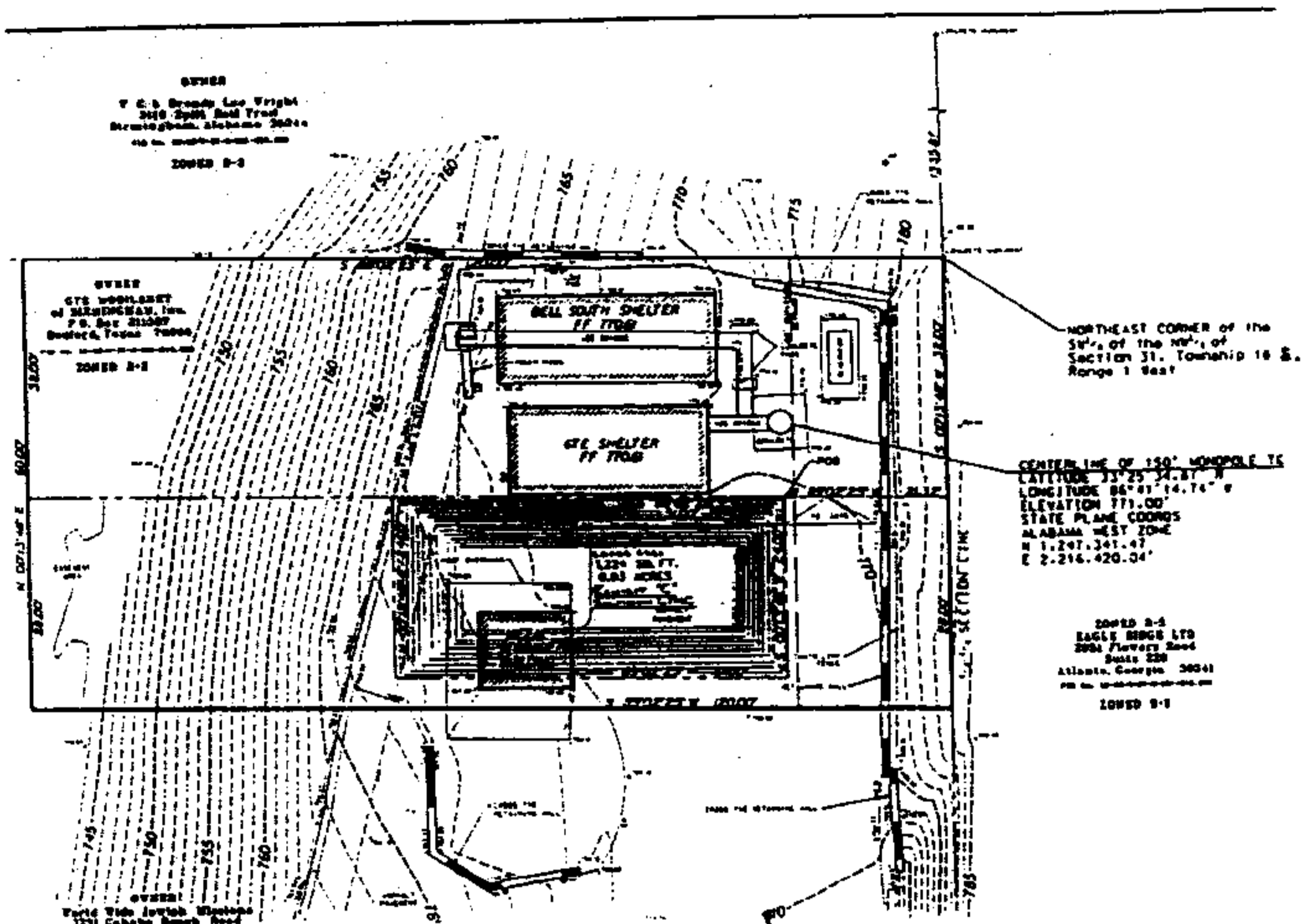
EXHIBIT "A" (Page 2)

Description of Property (continued)

77 degrees 39 minutes 37 seconds West for a distance of 26.99 feet to a point; thence run South 51 degrees 09 minutes 56 seconds West for a distance of 29.71 feet to a point; thence run South 23 degrees 22 minutes 18 seconds West for a distance of 53.10 feet to a point; thence run South 11 degrees 46 minutes 08 seconds West for a distance of 53.64 feet to a point; thence run South 24 degrees 11 minutes 01 seconds West for a distance of 36.78 feet to a point; thence run South 35 degrees 10 minutes 45 seconds West for a distance of 71.94 feet to a point; thence run South 42 degrees 23 minutes 05 seconds West for a distance of 107.92 feet to a point; thence run South 46 degrees 26 minutes 48 seconds West for a distance of 59.07 feet to a point; thence run South 66 degrees 55 minutes 48 seconds West for a distance of 102.72 feet to a point; thence run South 67 degrees 59 minutes 38 seconds West for a distance of 136.29 feet to a point; thence run North 68 degrees 52 minutes 11 seconds West for a distance of 24.11 feet to a point; thence run North 15 degrees 06 minutes 54 seconds West for a distance of 45.02 feet to a point; thence run North 18 degrees 54 minutes 27 seconds East for a distance of 83.66 feet to a point; thence run North 22 degrees 51 minutes 10 seconds East for a distance of 67.49 feet to a point; thence run North 10 degrees 58 minutes 47 seconds East for a distance of 57.91 feet to a point; thence run North 2 degrees 58 minutes 54 seconds West for a distance of 80.47 feet to a point; thence run North 38 degrees 15 minutes 34 seconds West for a distance of 39.27 feet to a point; thence run North 61 degrees 27 minutes 24 seconds West for a distance of 74.26 feet to a point; thence run North 36 degrees 46 minutes 41 seconds West for a distance of 65.52 feet to a point; thence run North 41 degrees 41 minutes 43 seconds West for a distance of 31.21 feet to a point on the southeasterly right-of-way line of Cahaba Beach Road (right-of-way width: 60 feet) and the ending point of said easement; the margins of which are to be considered extended or foreshortened as necessary to end at said southeasterly right-of-way line.

EXHIBIT "C"

Leased Space



OVERALL LEGAL DESCRIPTION:

A parcel of land lying in the SW 1/4 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the NW 1/4 of said Section 31, being a concrete monument and also being the POINT OF BEGINNING; thence run South 00°13'48" West along the east line of said 1/4 for a distance of 60.00 feet to a point; thence leaving said 1/4 line, run North 89°02'25" West for a distance of 120.00 feet to a point; thence run North 00°13'48" East for a distance of 60.00 feet to a point on the north line of said 1/4; thence run South 89°02'25" East along the north line of said 1/4 for a distance of 120.00 feet to the POINT OF BEGINNING. Containing 7.199 Square Feet (0.16 Acres) more or less.

SOCOMM LEASE AREA

A parcel of land lying in the SW 1/4 of the NW 1/4 of Section 31, Township 18 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the NE corner of the SW 1/4 of the NW 1/4 of said Section 31, a concrete monument and run South 00°13'48" West along the E'ery line of said 1/4 for a distance of 32.00 feet; thence angle right and run North 89°02'25" West for a distance of 21.32 feet to the POINT OF BEGINNING; thence angle left and run South 00°13'48" West for a distance of 24.00 feet; thence angle right and run North 89°02'25" West for a distance of 51.00 feet; thence angle right and run South 89°02'25" East for a distance of 51.00 feet to the POINT OF BEGINNING. Containing 1.224 S.F. (0.03 Acres) more or less.

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