

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: Alabaster

Site Number: A-9102

Inst # 2000-26889
08/08/2000-26889
11:17 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HWS 290.00

MEMORANDUM OF LEASE

This **Memorandum of Lease** ("Memorandum") is executed and entered into effective as of May 15, 2000, by and between **Allcomm Wireless, Inc.**, (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 May 15, 2000 (the "Agreement") pursuant to which Lessor granted to Lessee the right to lease certain space on Lessor's communications tower (the "Tower Facilities") located on a certain tract or parcel of land (the "Land") described as Shelby County, Alabama (said Tower Facilities and Land hereinafter called "Premises") together with related easements.

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 May 14, 2005.
- 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 identified in Exhibit A, and is attached to and made a part of this Memorandum.
- 2.6 The approximate location of the Premises is identified in Exhibit B, and is attached to and made a part of this Memorandum.
 - 2.6.1 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.
- 2.7 The Lease may be assigned or transferred at any time to any present or future affiliate of Lessee. Upon such assignment, Lessee shall be released of all obligations under 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 *****

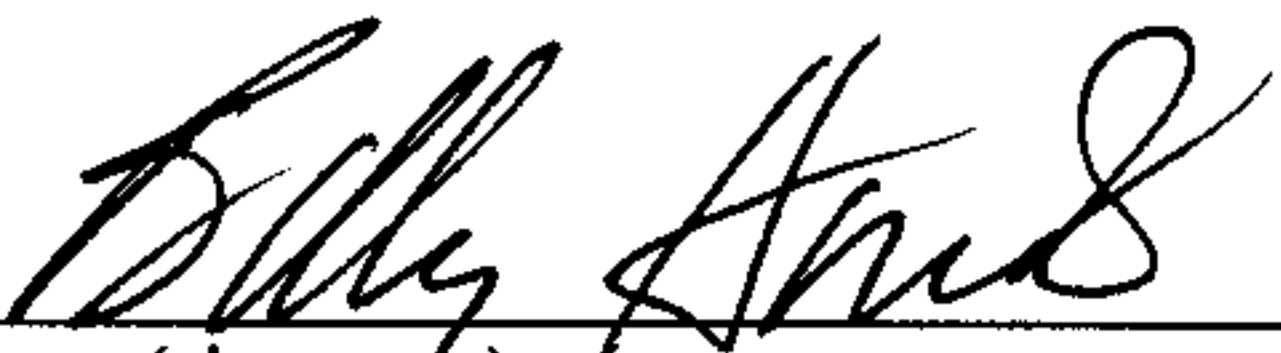
IN WITNESS WHEREOF, Lessor and Lessee have hereunto caused this Memorandum to be executed effective as of the date first written above.

Witness:



LESSOR:

ALLCOMM WIRELESS, INC.


By: 

(signature),

Name: BILLY HINDS
(typed or printed)

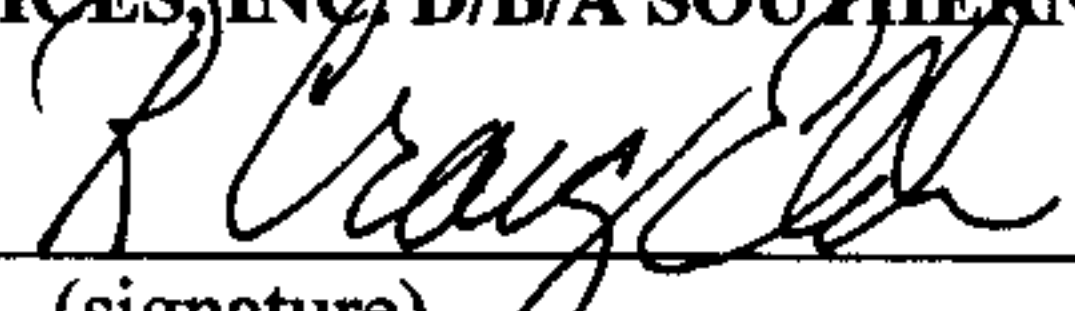
Its: Pres
(title)

Witness:



LESSEE:

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

By: 

(signature)

Name: R. CRAIG ELDER
(typed or printed)

Its: CFO, VP & TREASURER
(title)

STATE OF Alabama)

COUNTY OF Jefferson)

I, Myra D. Aldridge, a Notary Public in and for said County in said State, hereby certify that Billy Hinds, whose name as President of ALLCOMM WIRELESS, INC., 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 27 day of July, 2000.

[NOTARIAL SEAL]

Myra D. Aldridge
Notary Public
My commission expires: 7-15-02

STATE OF Georgia)

COUNTY OF DeKalb)

I, Jennifer Whitmire, a Notary Public in and for said County in said State, hereby certify that R. Craig Elder, whose name as CFO 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 2 day of August, 2000.

[NOTARIAL SEAL]

Jennifer M. Whitmire
Notary Public
My commission expires: March 27 2004



EXHIBIT "A"

TRACT ONE:

A parcel of land being a part of Lots 1 and 2, of Block 2, of the Buck Creek Cotton Mill Subdivision, as recorded in Map Book 3, Page 9, of the Office of the Judge of Probate of Shelby County, Alabama, being more particularly described as follows:

Commence at an iron pin found at the Northeast corner of Lot 1 of Block 2 of the Buck Creek Cotton Mill Subdivision as recorded in Map Book 3, Page 9, of the Office of the Judge of Probate of Shelby County, Alabama, being also the point of beginning; thence run Southeasterly along the East line of said Lots 1 and 2, a distance of 100.74 feet to an iron pin found at the Southeast corner of said Lot 2; thence right 95 degrees 50 minutes 50 seconds Westerly along the South line of Lot 2 a distance of 404.50 feet to a set iron pin; thence right 74 degrees 58 minutes 23 seconds Northwesterly 103.48 feet to a set iron pin; thence right 104 degrees 59 minutes 23 seconds East along the North line of Lot 1 a distance of 421.07 feet to the point of beginning.

