

This Instrument Prepared By:

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Baker, Donelson, Bearman,
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420 20th Street North, Suite 1600
Birmingham, Alabama 35203

Return Recorded Instrument to:

Stewart Title Guaranty Company
National Title Services
1980 Post Oak Blvd, Suite 610
Houston, TX 77056

Attn: Tiffany Meadows
03334550



20090602000208920 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
06/02/2009 01:13:12 PM FILED/CERT

Cross Reference:
Inst. No. 1997-14912
Shelby County, Alabama Records

STATE OF ALABAMA)

COUNTY OF SHELBY)

MEMORANDUM OF GROUND LEASE EXTENSION AGREEMENT

This Memorandum of Ground Lease Extension Agreement (the "Memorandum") is made this 30th day of October, 2008, by and between **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("Lessor"), whose address is c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317, and **STC FIVE LLC**, a Delaware limited liability company ("Tenant"), whose address is c/o Crown Castle USA Inc., E. Blake Hawk, General Counsel, 2000 Corporate Drive, Canonsburg, PA 15317.

RECITALS

WHEREAS, Lessor and Tenant are the current parties under that certain PCS Site Agreement dated August 20, 1996, by and between Harold A. Miller and STC Five, LLC, successor by assignment to Sprint Spectrum L.P., as lessee (the "Lease"), a memorandum of which was recorded as Instrument No. 1997-14912 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the parties have modified the terms of the Lease by that certain Ground Lease Extension Agreement of even date herewith by and between the parties hereto, and wish to provide record notice of the extension of the term of the Lease as amended thereby (hereafter, the Lease was referred to as the "Lease") and the status of certain rights and interests thereunder through the recording of this Memorandum in the Office of the Judge of Probate of Shelby County, Alabama; and,

WHEREAS, the Lease pertains to certain real property leased to Tenant (the "Leased Premises") together with access and utility easements granted to Tenant more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

BU#874972/Lucas AL

B ADF 797451 v1
1035130-004234

OPERATIVE PROVISIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Lessor and Tenant hereby agree as follows:

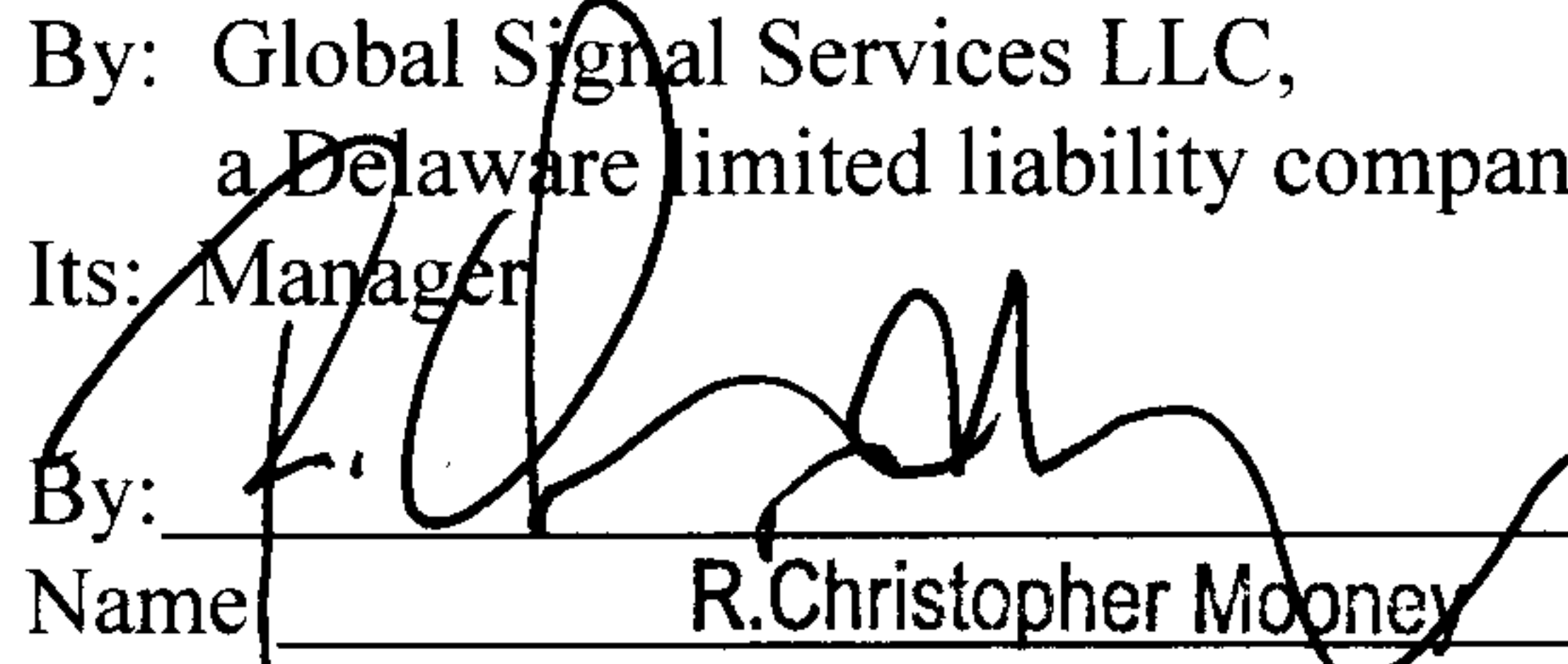
1. The recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The Lease commenced on August 20, 1996 ("Commencement Date") and will expire on December 31, 2031.
3. The parties consent to the recording of this Memorandum in the public records of the county in which the Leased Premises is situated, and agree that this Memorandum shall be executed in recordable form.
4. This Memorandum may be executed in counterparts, each of which shall constitute an original but together shall constitute a single instrument.

[Remainder of page intentionally left blank. Signatures to follow.]

TENANT:

STC FIVE LLC,
a Delaware limited liability company

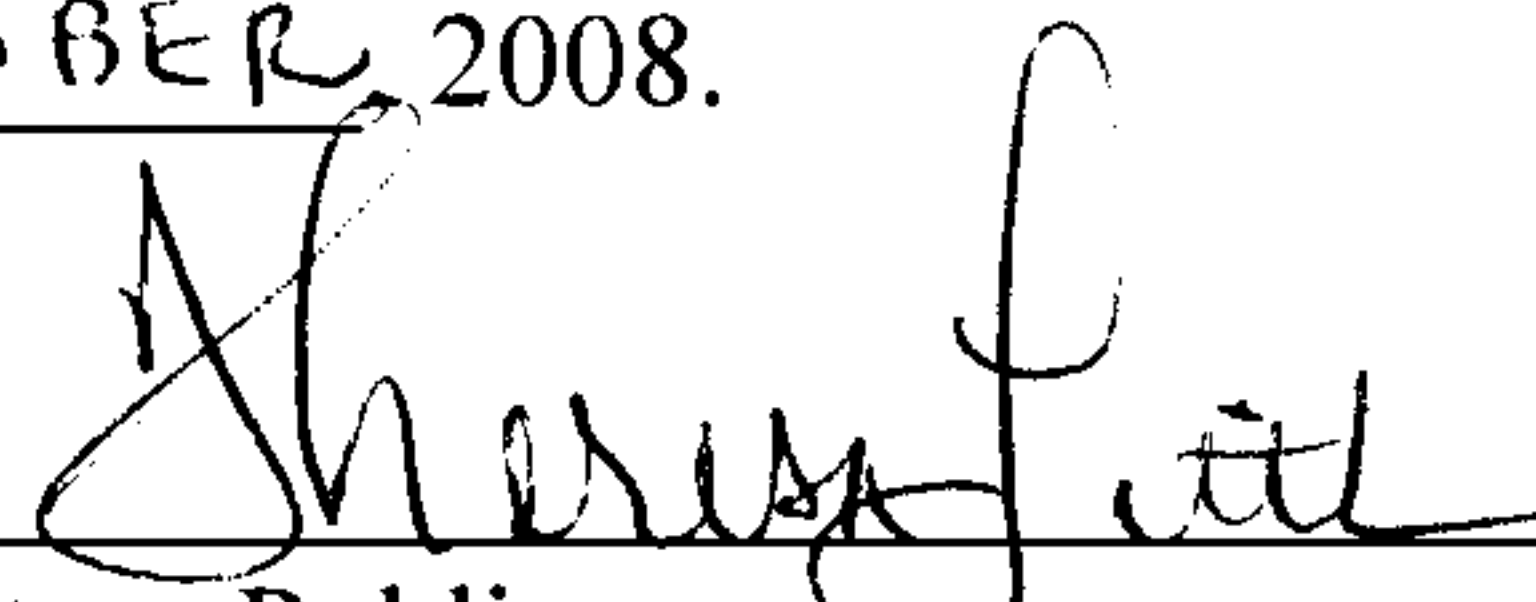
By: Global Signal Acquisitions II LLC,
a Delaware limited liability company
Its: Attorney in Fact

By: Global Signal Services LLC,
a Delaware limited liability company
Its: Manager
By: 
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

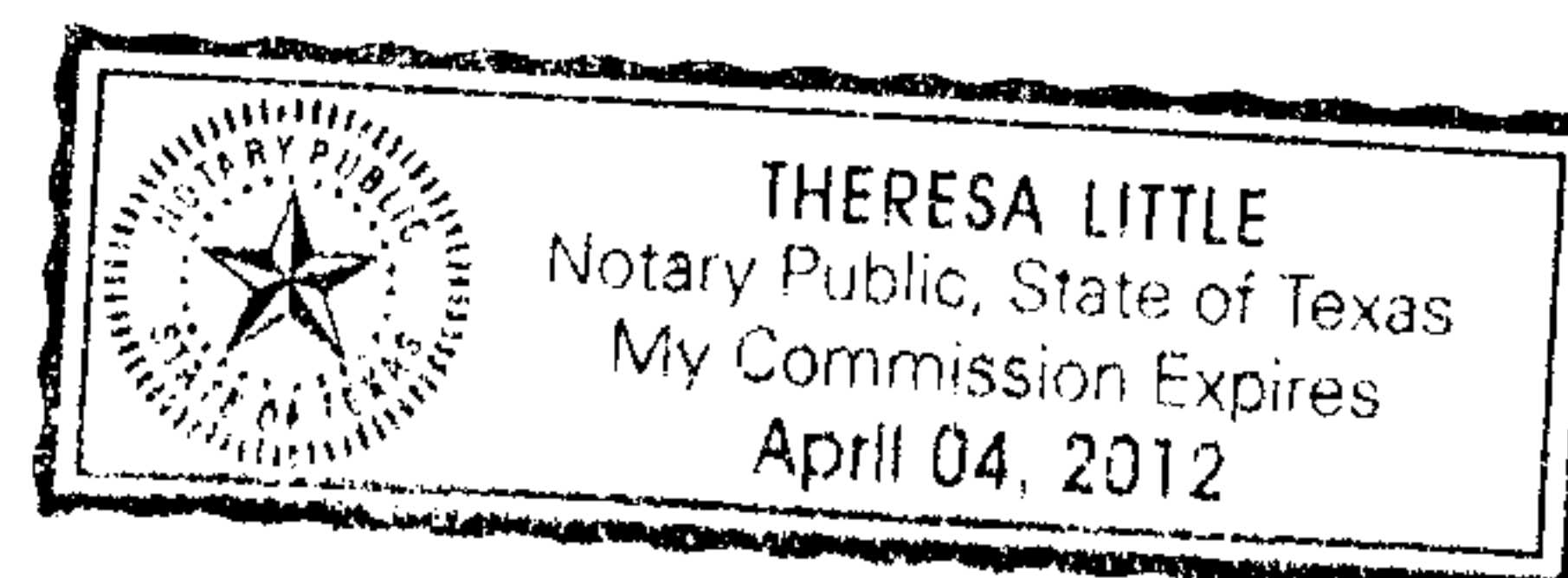
STATE OF TEXAS)
COUNTY OF HARRIS)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that R. CHRISTOPHER MOONEY, whose name as DIRECTOR of Global Signal Services LLC, the Manager of Global Signal Acquisitions II LLC, the Attorney in Fact of **STC FIVE LLC**, a Delaware limited liability company, 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 said instrument, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said Global Signal Services LLC, as the Manager of Global Signal Acquisitions II LLC, in its capacity as Attorney in Fact of STC Five LLC on the day the same bears date.

Given under my hand this the 30th day of OCTOBER, 2008.

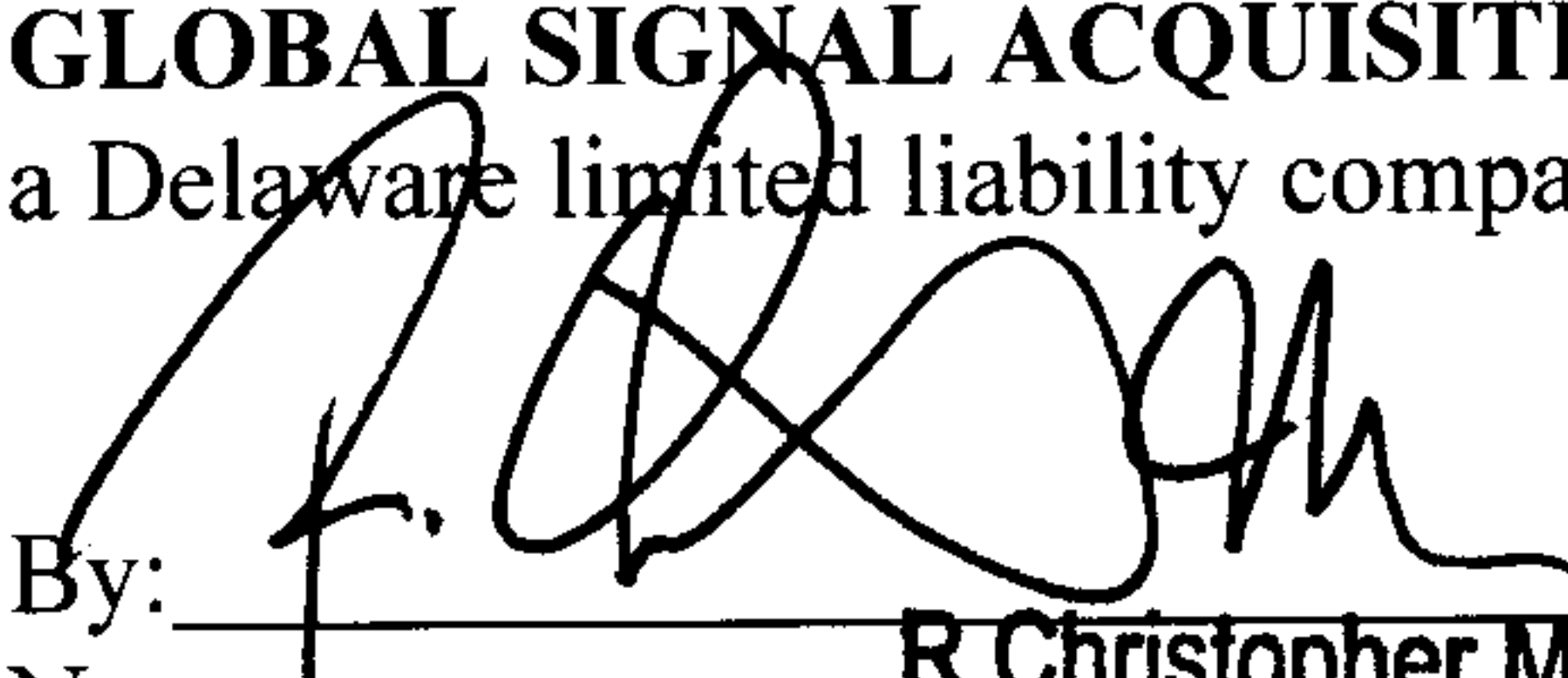

Notary Public
My Commission Expires: 4-4-12

[NOTARIAL SEAL]



LESSOR:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

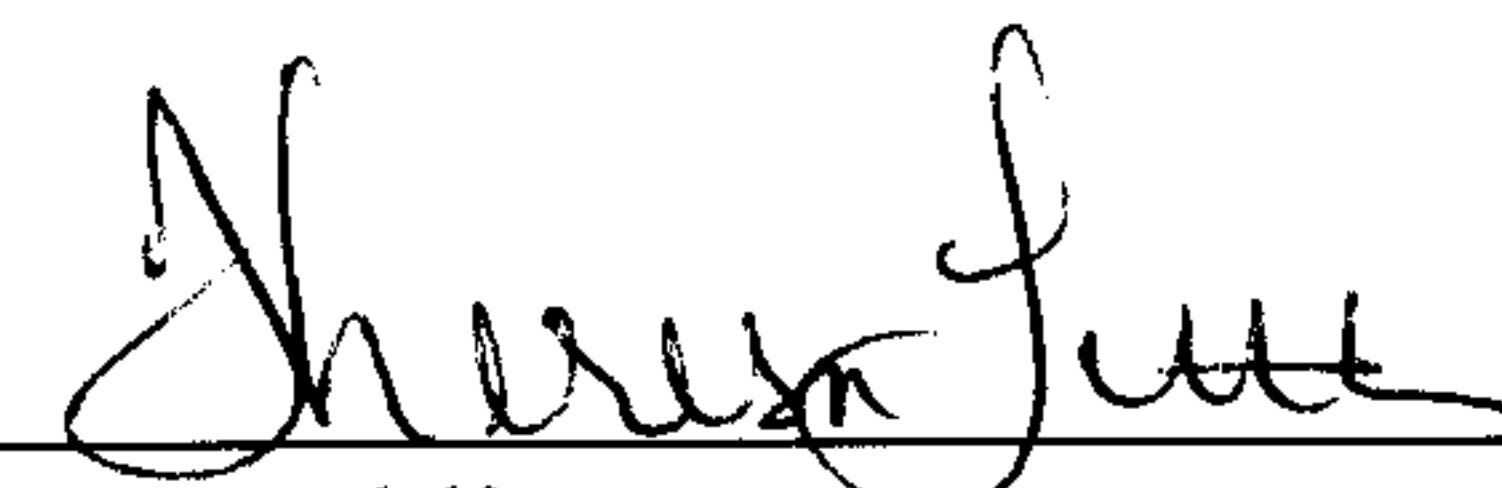
By: 
Name: R. Christopher Mooney
Its: Director - Land Acquisition Operations

STATE OF TEXAS)

HARRIS COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R. CHRISTOPHER MOONEY whose name as DIRECTOR of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, 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 said instrument, he/she, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 30th day of OCTOBER, 2008.



Notary Public
My Commission Expires: 4-4-12

[NOTARIAL SEAL]

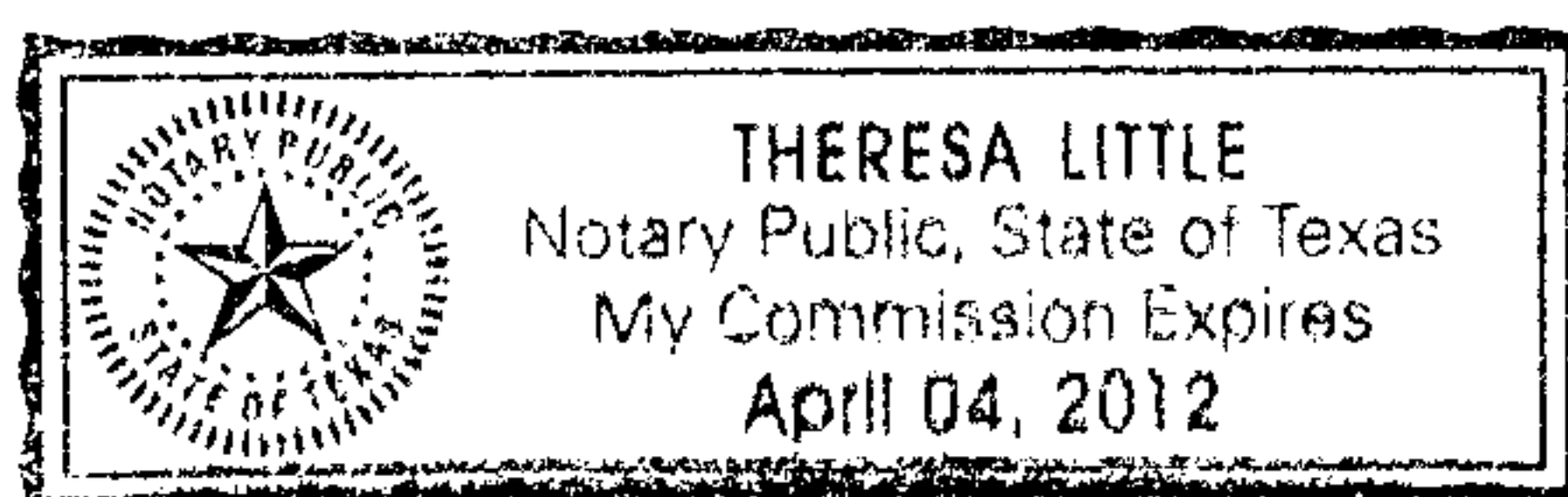


EXHIBIT "A"

Leased Premises
and
Access and Utility Easements



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Shelby Cnty Judge of Probate, AL
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A parcel of land being a portion of that certain tract of land as recorded in Instrument No. 1995-373090 in the Office of the Judge of Probate, Shelby County, Alabama lying in the SE 1/4 of Section 35, Township 19 South, Range 2 East and being more particularly described as follows:

Begin at a capped rebar (B. Martin) found in place at the Northwest corner of a existing communication tower lease area from a survey drawing prepared by William L. Howell, PLS 16446, dated 6/12/1997; thence run N 88°04'48" E for a distance of 223.56 feet to a 5/8" rebar found; thence S 01°56'46" E for a distance of 310.69 feet to a capped rebar (16446) found; thence S 88°12'01" W for a distance of 339.42 feet to a capped rebar (16446) found; thence N 01°44'26" W for a distance of 124.16 feet to a capped rebar (B. Martin) found; thence N 89°47'37" E for a distance of 115.37 feet to a 5/8" spike found; thence N 01°55'02" W for a distance of 189.27 feet to the Point of Beginning. Said above described parcel contains 1.92 acres, more or less.

Together with a 30' Ingress/Egress and Utility Easement:

Begin at a capped rebar (B. Martin) found in place at the Northwest corner of a existing communication tower lease area from a survey drawing prepared by William L. Howell, PLS 16446, dated 6/12/1997; thence run N 88°04'48" E for a distance of 223.56 feet to a 5/8" rebar found; thence S 01°56'46" E for a distance of 71.71 feet the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 32°34'34" E for a distance of 66.19 feet to a point; thence N 31°38'57" E for a distance of 124.43 feet to a point; thence N 27°33'50" E for a distance of 91.50 feet to a point; thence N 22°09'02" E for a distance of 177.34 feet to a point; thence N 28°42'19" E for a distance of 101.68 feet to a point; thence N 35°59'11" E for a distance of 77.64 feet to a point; thence N 55°27'34" E for a distance of 81.75 feet to a point; thence N 68°12'14" E for a distance of 119.55 feet to a point; thence N 78°27'50" E for a distance of 65.80 feet to a point; thence S 80°48'24" E for a distance of 101.46 feet to a point; thence S 77°46'42" E for a distance of 111.79 feet to a point; thence S 84°14'35" E for a distance of 120.70 feet to a point; thence S 87°49'27" E for a distance of 134.36 feet to a point; thence N 81°40'46" E for a distance of 109.41 feet to a point; thence N 78°31'37" E for a distance of 114.57 feet to a point; thence N 83°20'10" E for a distance of 170.16 feet to a point; thence N 82°01'10" E for a distance of 239.52, more or less, to a point on the centerline of U.S. Highway 231 and the Point of Ending. Said above described easement contains 1.38 acres more or less. Less and Except any and all portion of public right-of-way above and across said above described easement.