

Cell Site Name: Kracker Springs

Prepared By:

J. Scott Sims, Esquire
Sirote & Permutt, P.C.
2311 Highland Avenue South
Birmingham, AL 35205

Shelby County, AL 05/11/2012
State of Alabama
Deed Tax: \$138.50

After recording send to:

Southern Tower Antenna Rental II, L.L.C.
119 Veterinarian Rd
Lafayette, La 70507

STATE OF ALABAMA

SHELBY COUNTY

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 3rd day of June, 2011, by and between **SEGAIL I. FRIEDMAN**, a widow, having a mailing address of 3981 Gaineswood Lane, Tuscaloosa, Alabama 35406 (hereinafter referred to as "**Landlord**") and Southern Tower Antenna Rental II, L.L.C., a Louisiana limited liability company, having a mailing address of 119 Veterinarian Rd Lafayette, LA 70507 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 3rd day of June, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on May 1st, 2012, with five (5) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

-The remainder of this page is intentionally left blank-

Cell Site Name: Kracker Springs

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"

By: Segail I. Friedman
Segail I. Friedman

Date: June 1, 2011

LANDLORD ACKNOWLEDGMENT

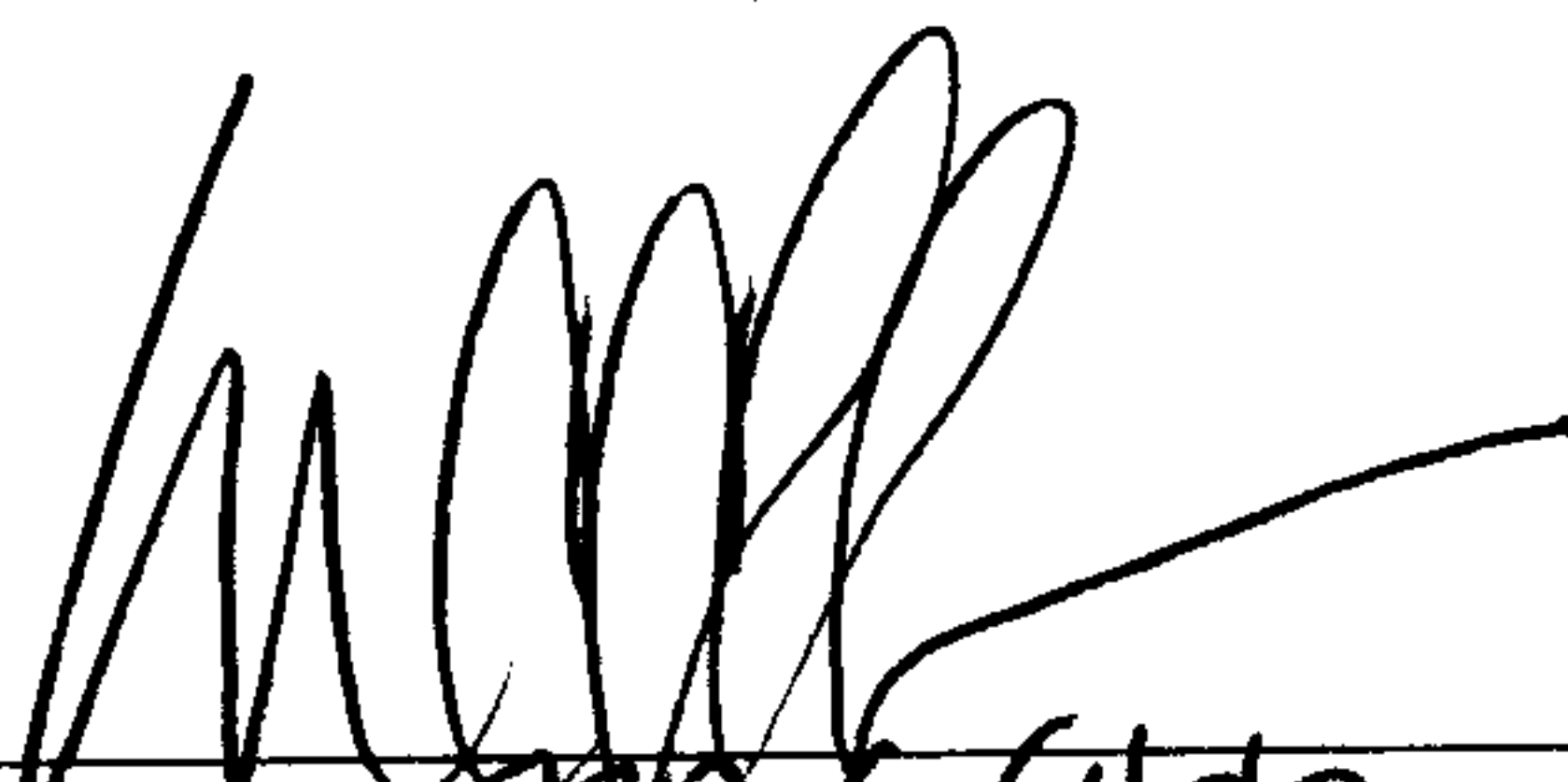
STATE OF ALABAMA)
COUNTY OF Jefferson) ss:


I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Segail I. Friedman, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she executed the same voluntarily on the day the same bears date.

GIVEN under my hand this the 1st day of JUNE, 2011.

Mary Beth K. Nichol
Notary Public: _____
My Commission Expires: 07 MAY 2013

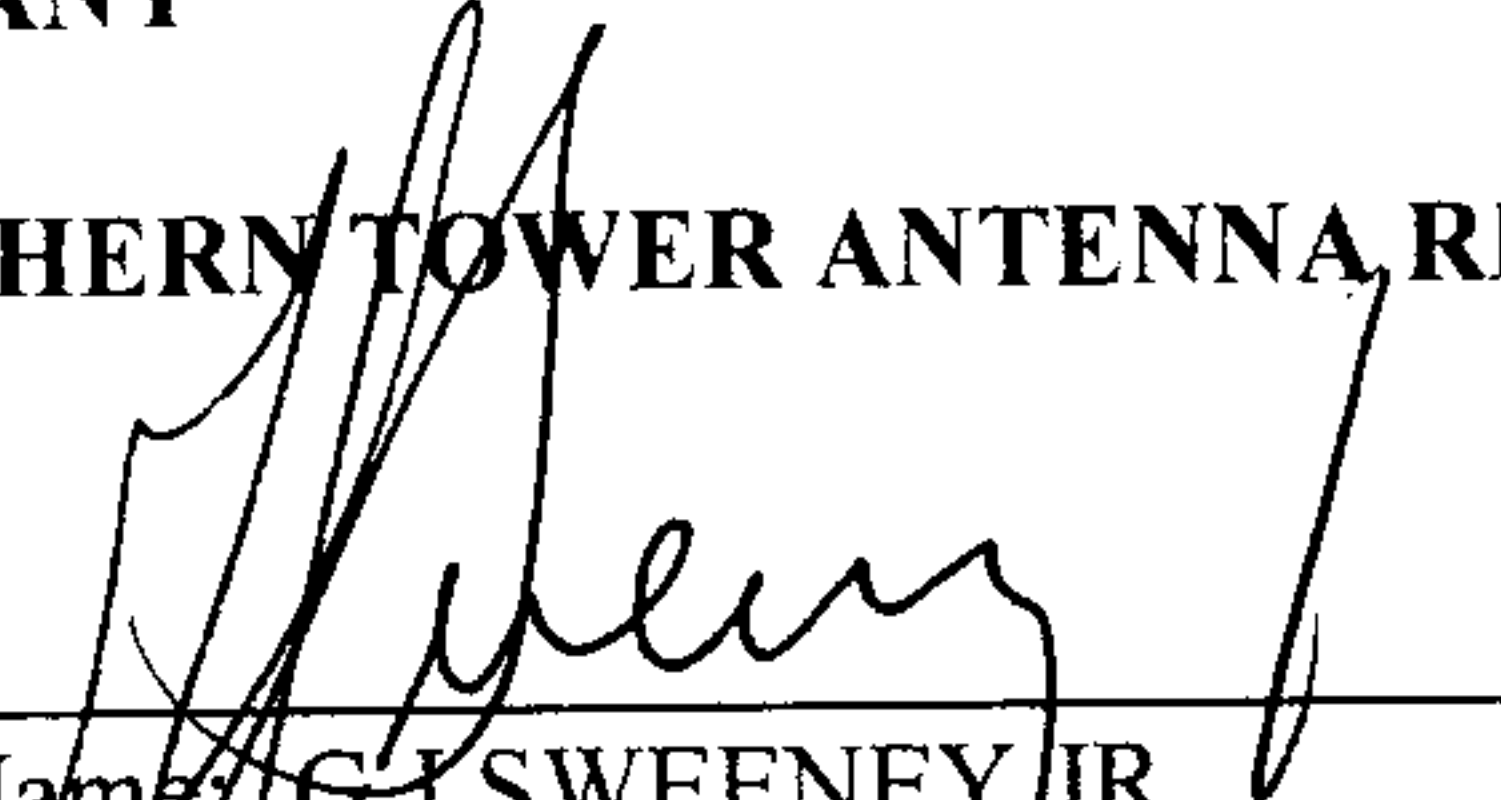
Cell Site Name: Kracker Springs


Print Name: Eric C. Gibbs


Print Name: Bryan LaFleur

"TENANT"

SOUTHERN TOWER ANTENNA RENTAL II, L.L.C.

By: 
Print Name: G J SWEENEY JR
Its: MGR
Date: 6-3-11

TENANT ACKNOWLEDGMENT

STATE OF LOUISIANA)
Parish) ss:
COUNTY OF LAFAYETTE)

On the 3rd day of June, 2011, before me personally appeared G J SWEENEY JR, and acknowledged under oath that he is the MGR of SOUTHERN TOWER ANTENNA RENTAL II L.L.C., the tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the company.

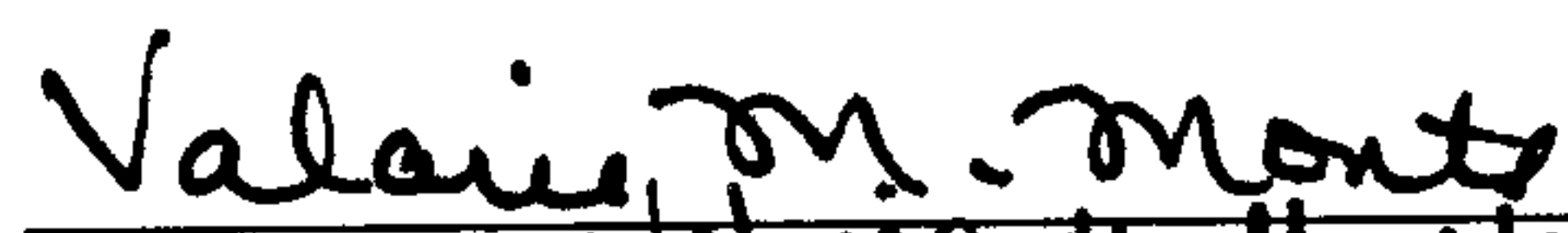

Notary Public: Valerie M. Monte # 2093
My Commission Expires: death

EXHIBIT 1
(DESCRIPTION OF PREMISES)



20120511000166340 4/5 \$162.50
Shelby Cnty Judge of Probate, AL
05/11/2012 12:39:37 PM FILED/CERT

100' X 100' LEASE AREA (AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steal beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to the Point of Beginning; thence N 53°12'14" W a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 100.00 feet to the Point of Beginning.

The above described parcel of land contains 0.23 acres, more or less.

40' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steal beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 05°18'48" W a distance of 502.06 feet to a point; thence S 26°58'10" E a distance of 13.21 feet, more or less the westerly right-of-way line of State Highway 145 and the Point of Ending.

The bounds of said described easement to adjoin lease area and right-of-way contiguously and contain 0.47 acres, more or less.

40' GUY ANCHOR EASEMENT 'A'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steal beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 69.59 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the

following described centerline; thence S 58°11'31" W a distance of 188.39 feet to the Point of Ending.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'B'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 2°02'22" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 10.08 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence N 01°48'29" W a distance of 183.73 feet to the Point of Ending.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'C'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 2°02'22" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 42.43 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 61°48'29" E a distance of 206.00 feet to the Point of Beginning.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

LESS AND EXCEPT any and all rights-of-way over and across the above described easement.

