

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Group  
7130 Glen Forest Dr., Ste. 300  
Richmond, VA 23226

Attn: D. Carter

## EASEMENT AND ASSIGNMENT AGREEMENT

THIS EASEMENT AND ASSIGNMENT AGREEMENT ("Agreement") is made as of the 16<sup>th</sup> day of JUNE, 2012 ("Effective Date"), by and between Melinda Jean Tanner Hurd as to a 50% interest and Vickie Lane Hale, Amanda L. Hale and Crystal L. Hale collectively as to a 50% interest, whose address is 1723 Brookview Trail, Birmingham, AL 35216 (collectively, "Site Owner") and AP Wireless Investments I, LLC, a Delaware limited liability company ("APWII"). All references hereafter to "APWII" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (APWII and Site Owner, collectively, "Parties").

### RECITALS

**WHEREAS**, Site Owner is the owner of that certain property ("Property") located in the City of Sterrett, and County of Shelby, in the State of Alabama having a street address of 6455 Bear Creek Road, Sterrett, AL 35147 and which Property is more particularly described on Exhibit A attached hereto.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant APWII full discharge and acquittance therefor, Site Owner agrees to the following:

1. Grant of Easement.

(a) Site Owner grants, bargains, sells, transfers and conveys to APWII:

(1) an exclusive easement in, to, under and over the portion of the Property substantially as shown and described on Exhibit B-1 ("Communication Easement") for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement, operation and removal of towers, antennas, buildings, fences, gates and related facilities (collectively, "Facilities") and any related activities and uses including those necessary for APWII to comply with its obligations under the agreements listed on Exhibit C ("Existing Agreements") together with the right to enter the Property at any time, day or night, as may be required in connection with the foregoing activities and uses, and

(2) a non-exclusive easement in, to, under and over portions of the Property substantially as shown and described on Exhibit B-2 ("Access and Utility Easements;" Communication Easement and Access and Utility Easements, collectively "Easements") for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the development, installation, repair, replacement, improvement, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

(b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

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Consideration: \$66,600<sup>00</sup>



2. Assignment of Existing Agreements. Site Owner transfers and assigns to APWII, as of the Effective Date, all of its beneficial rights, title and interest in, to and under the Existing Agreements, including without limitation, all rents and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to APWII of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Site Owner covenants and agrees that Site Owner remains the fee owner of the Property and Site Owner is not assigning and shall continue to comply with all obligations of the lessor under the Existing Agreements. Notwithstanding the foregoing, to the extent that any of the Existing Agreements require any assignee of the Site Owner's rights to assume all obligations of Site Owner under the Existing Agreements, then (i) Site Owner also transfers and assigns to APWII, as of the Effective Date, any and all of its obligations in, to and under the Existing Agreements, (ii) APWII assumes, recognizes and is responsible for all such obligations, and (iii) Site Owner shall cooperate with APWII to facilitate APWII's fulfillment of all such obligations, and Site Owner shall indemnify, defend and hold harmless APWII for any performance of APWII of such obligations that reasonably relate to the Property outside of the Easement.

3. Use of Easements. APWII shall have the unrestricted right to lease, license, transfer or assign, in whole or in part, or permit the use of the Easements and/or its rights under this Agreement, by any third parties including communication service providers or tower owners or operators, and any lessee or licensee under the Existing Agreements and the affiliates, agents, contractors, invitees and employees of APWII and/or APWII's present or future lessees or licensees (collectively, "Customers").

4. Term. This Agreement and the Easements shall be for a term of ninety-nine (99) years commencing on the Effective Date.

5. Termination. In the event APWII and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than five years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed abandoned. APWII may abandon the Easements for any reason or at any time by giving thirty (30) days notice to Site Owner. Unless otherwise provided in this paragraph, other limited use of the Easements by APWII or Customers shall not be deemed a surrender or abandonment of the Easements nor prevent APWII from benefiting from the full use and enjoyment of the Easements. This Agreement may not be terminated by Site Owner. Upon abandonment, this Agreement shall be terminated, and APWII and Site Owner shall execute and record such documents reasonably required to terminate the Easements.

6. Improvements; Utilities. APWII and its Customers, may, at their discretion and expense, construct such improvements in, to, under and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the Property of APWII and its Customers, as applicable, and Site Owner shall possess no right, title or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate with APWII and to act reasonably and in good faith in granting APWII the right to locate such utilities on the Property without requiring the payment of additional fees. If necessary, Site Owner shall, upon APWII's request, execute and record a separate written easement with APWII or with the utility company providing the utility service to reflect such right. Site Owner agrees to cooperate with APWII in obtaining, at APWII's expense, all licenses and permits required for APWII's use of the Easements and Site Owner hereby irrevocably constitutes and appoints APWII as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents or approvals which may be required in connection with the use of the Easements by APWII, in the name of Site Owner or APWII, as necessary to comply with applicable laws, statutes or regulations.



7. Taxes. Site Owner acknowledges that a portion of the purchase price delivered by APWII to Site Owner is for and in consideration of the continuing obligation of Site Owner to pay, on or before the due date, all present and future real property taxes, transfer taxes, penalties, interest, roll-back or additional taxes, sales and use taxes and all other fees and assessments (the "Taxes") attributable to the Property, this Agreement, and the Easements regardless of the party to whom such Taxes are billed. Within ten (10) days of receiving a request from APWII, Site Owner shall furnish to APWII a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, APWII shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse APWII for the full amount of such Taxes paid by APWII on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from APWII.

8. Representations. Site Owner hereby represents and warrants to APWII, as of the date hereof, that:

- (a) To the best of Site Owner's knowledge and subject to the administration of the estate of James Albert Hale, III, it is the legal owner of indefeasible and marketable title to the Property with the right, power and authority to enter into this Agreement and to grant the Easements to APWII, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained;
- (b) The Existing Agreements, this Agreement and all other documents executed by Site Owner in connection therewith constitute the legal, valid and binding obligation of Site Owner, enforceable against Site Owner in accordance with their terms;
- (c) Site Owner has delivered to APWII true, correct and complete copies of the Existing Agreements;
- (d) Except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust or other encumbrances affect the Property as of the Effective Date;
- (e) To the best of Site Owner's knowledge and belief, there are no uncured defaults on the part of any party to the Existing Agreements and there is no circumstance, event, condition or state of facts which, by the passage of time or the giving of notice or both, could constitute or result in such a default;
- (f) Site Owner shall neither use nor permit its affiliates, licensees, invitees or agents to use any portion of the Property or any other property owned or controlled by Site Owner, either directly, indirectly or by action or inaction, in a manner which in any way could result in default of the Existing Agreements or otherwise interfere with the operations of APWII and/or any Customers;
- (g) To the best of Site Owner's knowledge and belief, a tenant or any other party has no existing defenses, offsets, credits, charges, liens or claims under the Existing Agreements or otherwise against the Site Owner or any other party in connection with the Property;
- (h) No party has any option or preferential right to purchase the Property or Facilities or terminate any of the Existing Agreements;
- (i) The execution, delivery and performance by Site Owner of the Existing Agreements, this Agreement and such other documents does not and will not violate or conflict with any provision of Site Owner's organizational documents (if Site Owner is an organization) or of any agreement to which Site Owner is a party or by which Site Owner is bound and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Site Owner is subject;
- (j) Any permits, licenses, consents, approvals and other authorizations which are required to be obtained in connection with Site Owner's execution, delivery or performance of the Existing



Agreements, this Agreement and such other documents have been obtained and are and will remain in full force and effect;

- (k) There is no pending or threatened action, suit or proceeding that, if determined against Site Owner, would adversely affect Site Owner's ability to enter into the Existing Agreements, this Agreement or such other documents or to perform its obligations hereunder or thereunder;
- (l) Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership and operation of Property;
- (m) Site Owner will comply with all governmental laws, rules and regulations applicable to the Property; and
- (n) No party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively "Substance") located on, under or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Neither Site Owner nor APWII will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner's knowledge, by any prior owner or user of the Property. Site Owner and APWII shall each defend, indemnify, protect and hold the other party harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of any Substance on, under or about the Property caused by the acts, omissions or negligence of the indemnifying party and their respective agents, contractors and employees. The foregoing indemnity shall survive any termination of this Agreement.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and APWII shall each indemnify, defend and hold the other harmless against any and all costs (including reasonable attorney's fees) and claims of liability or loss arising (i) due to the breach of any representation, warranty or covenant of such indemnifying party set forth herein; and (ii) out of the use and/or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party. Notwithstanding the foregoing, or any provision to the contrary set forth herein, APWII shall have no liability or obligation whatsoever to maintain or repair the areas upon which the Communication Easement is located

11. Site Owner's Ongoing Obligations. Site Owner shall continue to pay, fulfill or perform fully, faithfully and timely, each and every condition, covenant, obligation and duty required of Site Owner under the Existing Agreements or by Law, other than those assigned herein. Without limiting the generality of the foregoing, Site Owner shall:

- (a) not suffer or allow any breach, default or event of default by Site Owner to occur under the Existing Agreements;

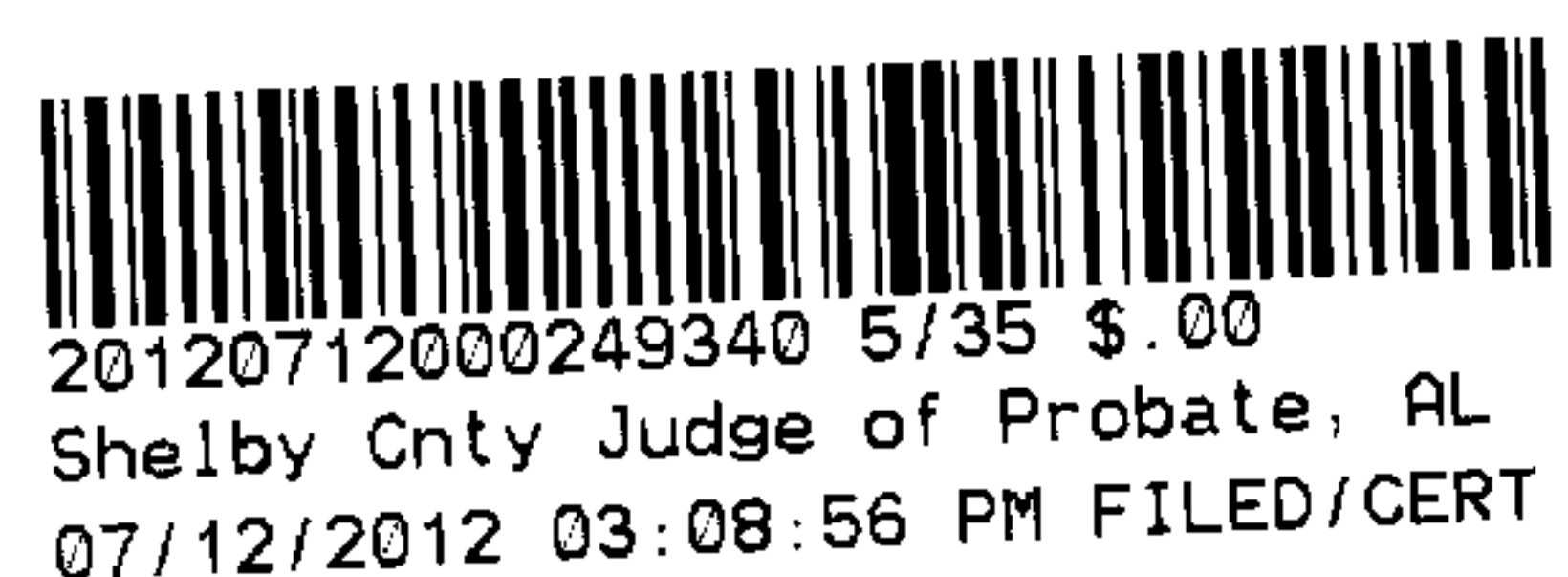


- (b) not take any action, or fail to take action, for the purpose of, or with the effect of, terminating the Existing Agreements or inducing or causing a tenant to exercise, or not to exercise, a right to renew or extend the Existing Agreements;
- (c) not perform or discharge any obligation or liability of Site Owner under the Existing Agreements in a manner that would: (i) hinder, delay or otherwise adversely affect APWII's receipt and collection of rent or the exercise by APWII of any of its other rights or remedies under the Existing Agreements; or (ii) give rise to any offset or deduction by a tenant, or the withholding by a tenant of rent for any cause or reason whatsoever, or the assertion of any such right by a tenant;
- (d) keep and ensure that the Property remain in compliance with all applicable federal, state, municipal and local laws, rules, regulations and permits (collectively, "Law(s)");
- (e) not terminate or accept a surrender or termination of any of the Existing Agreements;
- (f) at Site Owner's sole cost and expense, appear in and defend any action growing out of or in any manner connected with the Existing Agreements or the obligations or liabilities of the Site Owner thereunder;
- (g) not transfer, pledge, convey, hypothecate, create a security interest or lien upon the Property or the Existing Agreements which in any way is superior to or that jeopardizes in any manner or respect APWII's assignment or interest conveyed under this Agreement;
- (h) operate and maintain the Property and any improvements thereon only in good order and repair in the ordinary course of business and refrain from entering into any agreements, contracts, services or other activities that would conflict with, frustrate or fail to comply with the terms and conditions of the Existing Agreements, this Agreement or any assignments or agreements entered into between the Site Owner and APWII;
- (i) comply with all obligations, duties and liabilities as Site Owner under the Existing Agreements, and satisfy all such obligations in good faith and with due diligence;
- (j) promptly forward to APWII any written notice or communication by, to or from Site Owner and any tenant, government authority, taxing authority, service provider, lender, mortgagee or otherwise which may affect the Existing Agreements or any existing or future lease or other agreement at or upon the Property or which notice may affect or relate to the Property or the operation or function thereof in any manner or respect; and
- (k) name APWII, its stockholders, members, partners, affiliates or lenders as additional named insureds under any and all property, casualty and liability insurance policies relating to the Property or improvements or the leases or easements thereon.

Without the express prior written consent of APWII, Site Owner shall not, and shall have no authority to, amend, modify, extend or renew the Existing Agreements, or waive any default thereunder, or declare or assert the extension, renewal, termination or expiration thereof.

Notwithstanding any term or provision to the contrary provided elsewhere herein, at any time, and from time to time, Site Owner shall, if APWII is not permitted to do so directly by local law, as and when requested by APWII, at APWII's sole cost and expense, use commercially reasonable efforts to cause a tenant to fulfill or perform any condition, covenant and obligation of the Existing Agreements to be fulfilled or performed by a tenant, including, specifically, the payment of rent directly to (or otherwise at the direction of) APWII.

If Site Owner has failed, after reasonable notice and opportunity to perform any covenant, obligation or duty which Site Owner is bound to perform under the Existing Agreements or any other agreement or the Law relating to the Existing Agreements, then APWII may, but without any obligation to do so,





from time to time and at any time, without releasing the Site Owner from any obligation herein or under the Existing Agreements, perform such covenant, obligation or duty, and Site Owner within thirty (30) days of receipt of an invoice therefor shall reimburse APWII all reasonable costs and expenses incurred by APWII in connection therewith, including attorneys' fees.

12. Assignment; Secured Parties. APWII has the unrestricted right to assign, mortgage or grant a security interest in all of APWII's interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees or holders of security interests, including their successors and assigns ("Secured Party" or, collectively, "Secured Parties"). Site Owner agrees to notify APWII and Secured Parties simultaneously of any default by APWII and give Secured Parties the same right to cure any default. If a termination, disaffirmation or rejection of this Agreement by APWII shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), or if Site Owner shall terminate this Agreement for any reason, Site Owner will notify Secured Parties promptly and shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to APWII's interest under this Agreement, such Secured Party shall have no liability for any defaults of APWII accruing prior to the date that such Secured Party succeeds to such interest. Site Owner will enter into modifications of this Agreement reasonably requested by any Secured Party. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

13. Estoppel Certificate. Each party shall, within ten (10) days after request by the other party, execute and deliver to the requesting party, or the party designated by requesting party, a statement certifying (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to Site Owner by APWII; and (iv) any other information reasonably requested concerning this Agreement.

14. Additional Customers. It is the intent of the Parties to encourage the addition to the Property of Customers throughout and after the term hereof. Site Owner hereby irrevocably constitutes and appoints APWII as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers and all rights and remedies of Site Owner under the Existing Agreements. Site Owner ratifies and acknowledges the right of APWII to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout and after the termination of this Agreement for any reason. Site Owner acknowledges that all such agreements entered into by APWII shall survive the termination of this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of APWII's Customers on behalf of itself or on behalf of any third party. Site Owner shall, prior to granting or transferring any license, lease or real property interest in all or any part of the Property for the purpose of locating communications towers, antennae or equipment thereon, notify APWII of the price and terms offered by or to a third party with a copy of the offer by or to the third party. APWII shall have the right of first refusal to acquire the license, lease or real property interest being transferred by Site Owner on the same terms and conditions (or cash equivalent terms, if a property exchange is proposed). APWII shall give Site Owner notice of its intention to acquire the same within twenty (20) days of receipt of Site Owner's notice. If APWII gives no such notice of its intention to acquire the rights, Site Owner may transfer the rights to the third party on the stated terms and price, as long as such grant or transfer is made subject to the terms of this Agreement. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify APWII in writing of



such grant or transfer, with the name and address of the purchaser. The right of first refusal granted herein is a continuing right in favor of APWII over the entire Property, and shall not be extinguished by APWII's exercise or non-exercise of such right on one or more occasions.

15. Casualty and Condemnation. If, prior to the expiration of this Agreement, all or any material portion of the Property is damaged or destroyed by fire or other casualty, or taken by governmental authority, APWII may, in its sole discretion, terminate this Agreement (with notice provided herein). If APWII does not elect to exercise its option to terminate this Agreement as aforesaid, this Agreement shall remain in full force and effect. In the event of any condemnation of the Easements in whole or in part, APWII shall be entitled to file claims against the condemning authority for, and to receive the value of the portion of the Property so taken on which the Easements are located, business dislocation expenses and any other award or compensation to which APWII may be legally entitled. Site Owner hereby assigns to APWII any such claims and agrees that any claims made by Site Owner will not reduce the claims made by APWII. APWII shall be entitled to receive any insurance proceeds or condemnation award attributable to APWII's personal property and its interest in this Agreement throughout the term of this Agreement. Site Owner shall not settle or compromise any insurance claim or condemnation award relating to the Easement without APWII's prior written approval, which shall not be unreasonably withheld.

16. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and assigns.

17. Dispute Resolution.

(a) If APWII fails to perform any of its obligations under this Agreement, Site Owner agrees to notify APWII and any Secured Parties in writing of any default by APWII, and to give APWII and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from APWII's receipt of the written default notice. If APWII or any Secured Parties shall fail to cure any default in accordance with this Section, Site Owner agrees that its sole remedy for such default shall be to utilize the process set forth herein, and that any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner, and shall in no event exceed the amount of consideration paid by APWII for this Agreement. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by APWII or its Customers, APWII shall have the right to seek injunctive relief, without the necessity of posting a bond. In no event will a Secured Party have any obligation to cure a default by APWII.

(b) Except as set forth in Section 17(a), in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (1) upon a party's written notice of dispute to the other party, an authorized representative of the Site Owner and APWII shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days and (2) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. The prevailing party shall be entitled to recover all costs incurred in connection with the arbitration, including legal fees, and each party shall pay one-half of all arbitrator professional fees.



18. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and APWII set forth on the signature page. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

19. Cooperation by Site Owner. From time to time hereafter, (a) Site Owner shall promptly furnish to APWII such information (including documents and records in Site Owner's possession, custody or control) regarding Site Owner's ownership of the Property or Facilities as APWII reasonably requests; (b) Site Owner shall provide access to the Property and Facilities (to the extent not prohibited by the Existing Agreements) for the purpose of APWII's inspection of the Property and Facilities and improvements thereon, and such other purposes as APWII reasonably deems appropriate; and (c) Site Owner shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Facilities, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by a tenant, any governmental authority or APWII, its stockholders, members, partners, affiliates or lenders. Site Owner shall deliver to APWII a copy of any written communication that Site Owner delivers to a tenant at the same time and in the same manner that such communication is delivered by Site Owner to a tenant. Site Owner shall promptly deliver to APWII a copy of any written communication that Site Owner receives from a tenant or any other person relating to the Existing Agreements. Site Owner shall keep APWII reasonably informed of any other communications between Site Owner on the one hand, and a tenant, on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Existing Agreements or the Property.

20. Site Rent Assignment and Forwarding. Site Owner covenants, warrants and guarantees that any and all rent payment(s) received by Site Owner, after the date of execution of this Agreement that is/are associated with the Existing Agreements, shall be promptly endorsed, assigned and forwarded to APWII at the following address: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121; Attn: Ryan McGee**. In the event that Site Owner fails, for any reason whatsoever, to assign, endorse and forward the rental payments to APWII at the aforementioned address, within ten (10) days of Site Owner's receipt of the same ("Rent Receipt Date"), Site Owner shall pay late fees to APWII in the amount of ten percent (10%) of overdue balance per month which shall no event exceed the maximum legal rate for the jurisdiction in which the Property is located, beginning on the tenth (10<sup>th</sup>) day following the Rent Receipt Date. Such late fees shall be deemed a genuine pre-estimate of the foreseeable damages incurred by APWII due to delay and shall be APWII's sole recourse for late performance of endorsing, assigning and forwarding future rent payments by Site Owner under this Agreement.

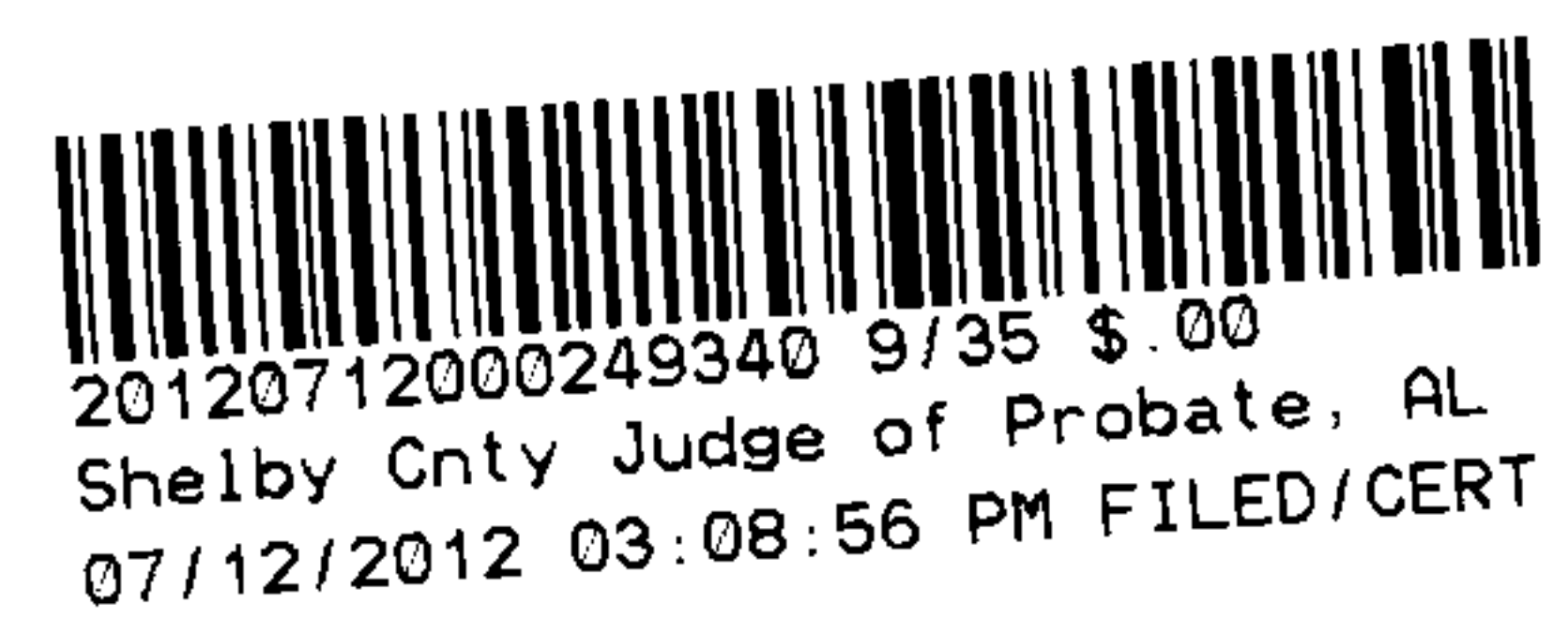
21. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and APWII with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provision shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of APWII, Site Owner shall execute a Memorandum of this Agreement, and such plats or surveys as deemed



reasonably necessary by APWII for recordation in the public records of the County in which the Property is located; (f) APWII may elect to file in such place or places as APWII deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Site Owner as debtor and the Existing Agreements, the rent and the proceeds thereof as collateral, and in the event that APWII's interest in such collateral is later determined to be an interest in personal property rather than real property, then Site Owner agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that APWII shall have a perfected security interest in such collateral; (g) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (h) Site Owner acknowledges that APWII has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (i) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

22. Maintenance and Access. Site Owner agrees to be solely responsible for the maintenance of the Property. Site Owner agrees to provide APWII and its Customers access to and from the Easements consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week.

23. Agreement Fully Performed. Notwithstanding anything provided herein, in no event shall this Agreement be deemed an executory contract for purposes of the United States Bankruptcy Code, as amended (the "Code"). This Agreement may not be rejected pursuant to Section 365 of the Code. For purposes herein, this Agreement shall be deemed to be fully performed by APWII as of the Effective Date.





**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first written above.

**SITE OWNERS:**

**Melinda Jean Tanner Hurd, Vickie Lane Hale,  
Amanda L. Hale and Crystal L. Hale**

Melinda Jean Tanner Hurd

By: **Melinda Jean Tanner Hurd**

Title: Owner

1723 Brookview Trail  
Birmingham, AL 35216

Tel: [REDACTED]

Donald T. Hurd, Jr.

By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

1723 Brookview Trail  
Birmingham, AL 35216

Tel: [REDACTED]

Vickie Lane Hale

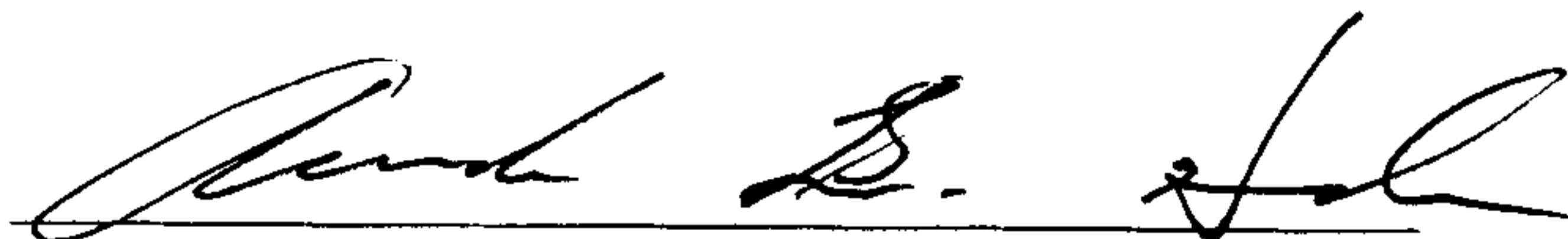
By: **Vickie Lane Hale**

Title: Owner

1723 Brookview Trail  
Birmingham, AL 35216

Tel: (2 [REDACTED])





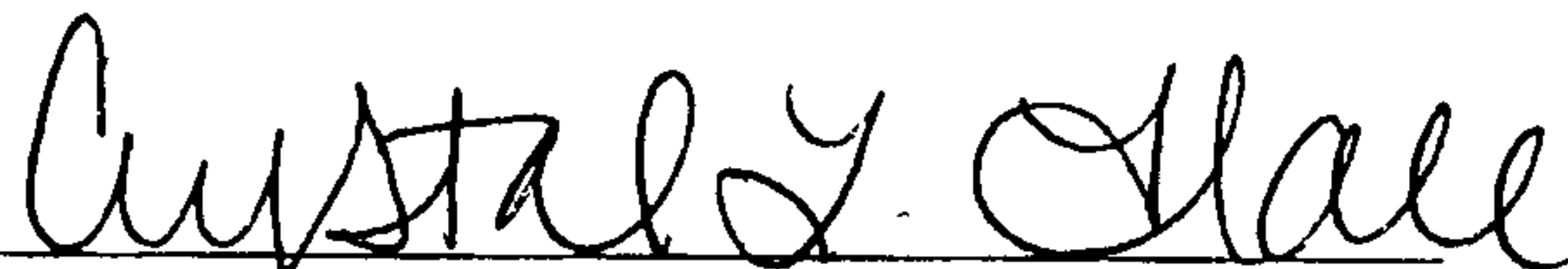
By: **Amanda L. Hale**

Title: Owner

6042 Bellgrade Avenue

Dallas, TX 75227

Tel: (



By: **Crystal L. Hale**

Title: Owner

1723 Brookview Trail

Birmingham, AL 35216

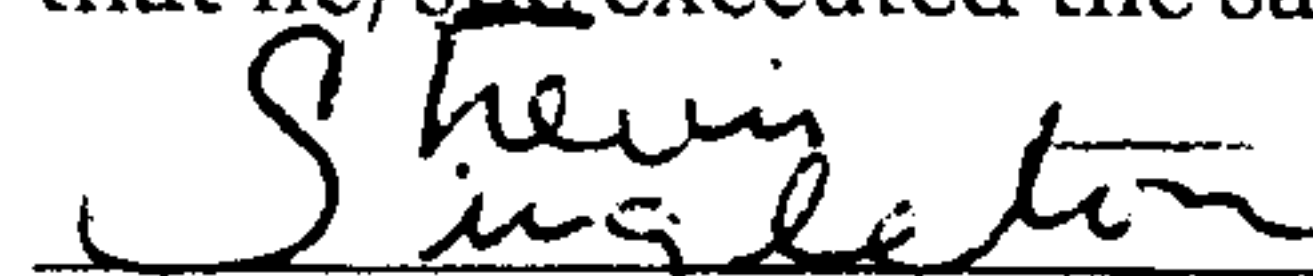
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STATE OF ALABAMA }

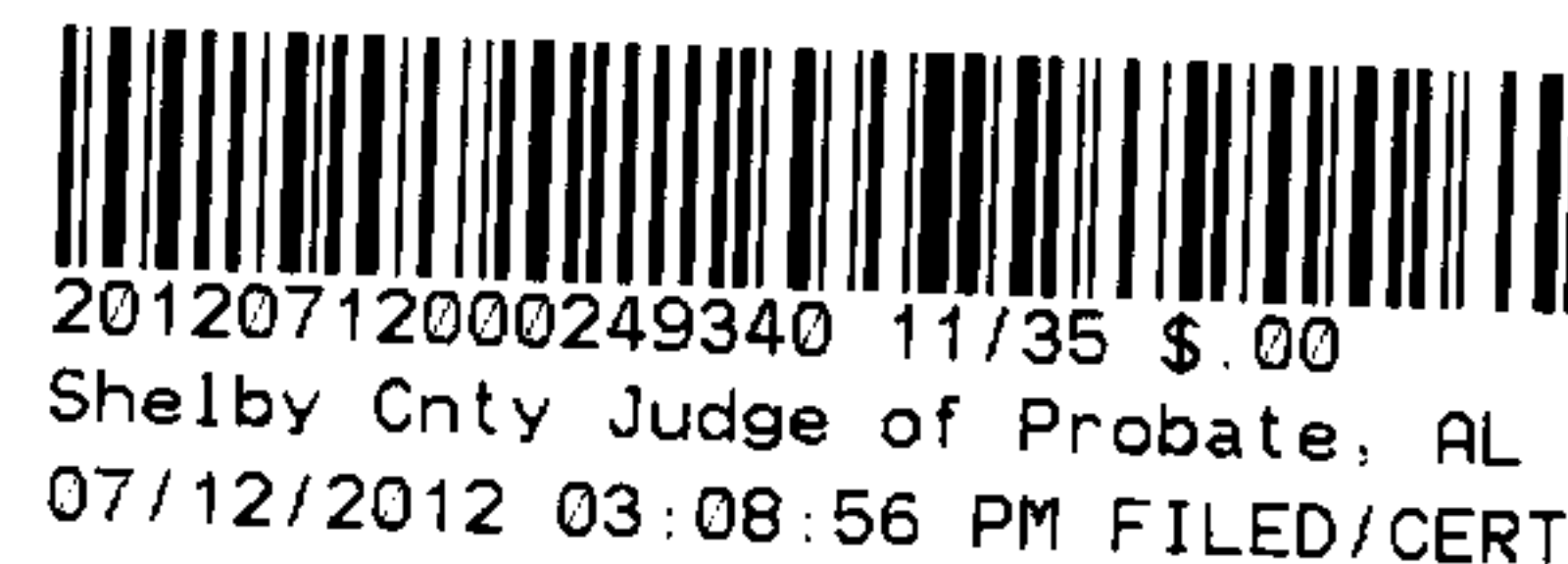
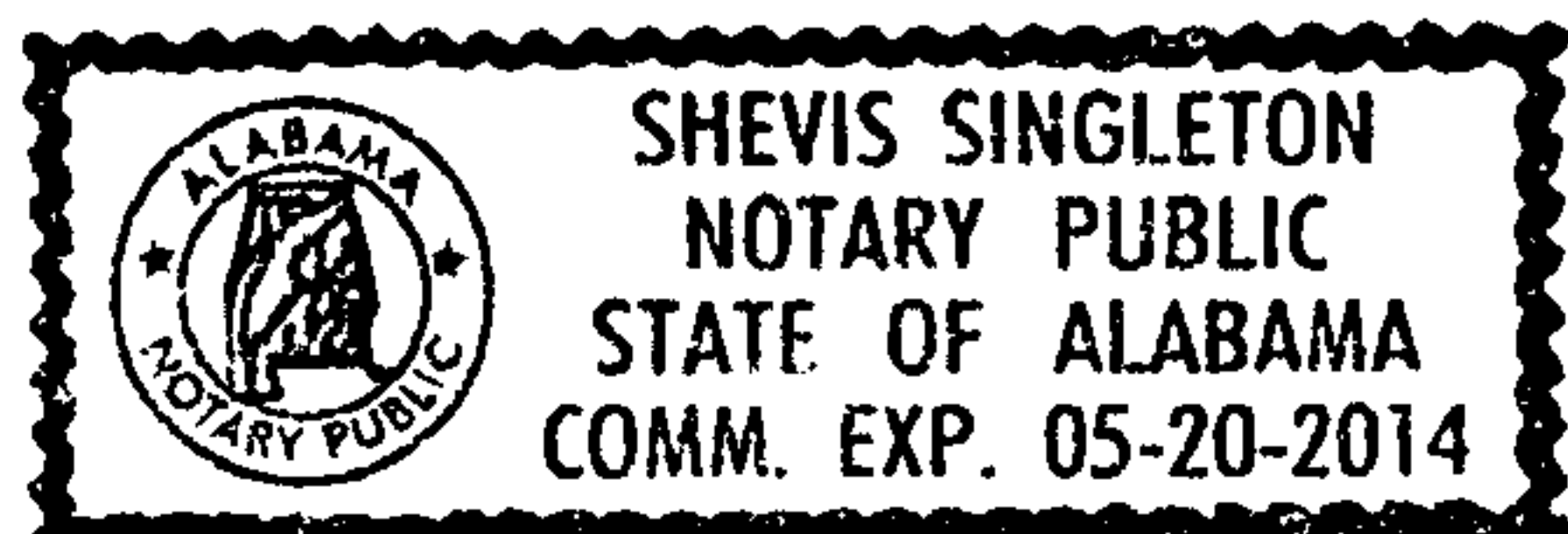
COUNTY OF JEFFERSON }

On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally  
appeared ~~Amanda~~ Melinda JEAN of JANNER HURD, to me  
known to be the identical person named in and who executed the foregoing instrument and acknowledged  
that he/she executed the same as his/her free act and deed.

  
\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:





By: **Amanda L. Hale**  
Title: Owner

6042 Bellgrade Avenue  
Dallas, TX 75227



Crystal L. Hale  
By: **Crystal L. Hale**  
Title: Owner

1723 Brookview Trail  
Birmingham, AL 35216



STATE OF ALABAMA }

COUNTY OF JEFFERSON }

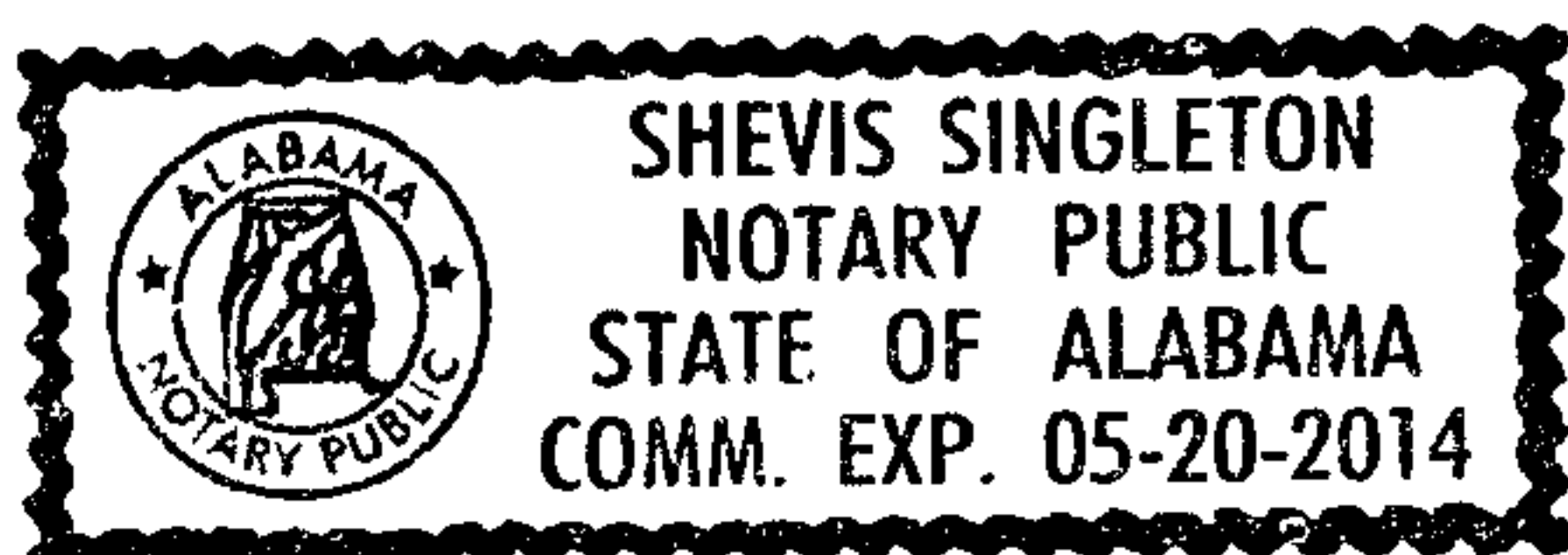
On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared ~~AMANDA~~ Melinda JEAN of TANNER HURD, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Shevis Singleton  
Notary Public in and for said County and State

My commission expires:

\_\_\_\_\_



20120712000249340 12/35 \$.00  
Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT



STATE OF ALABAMA }

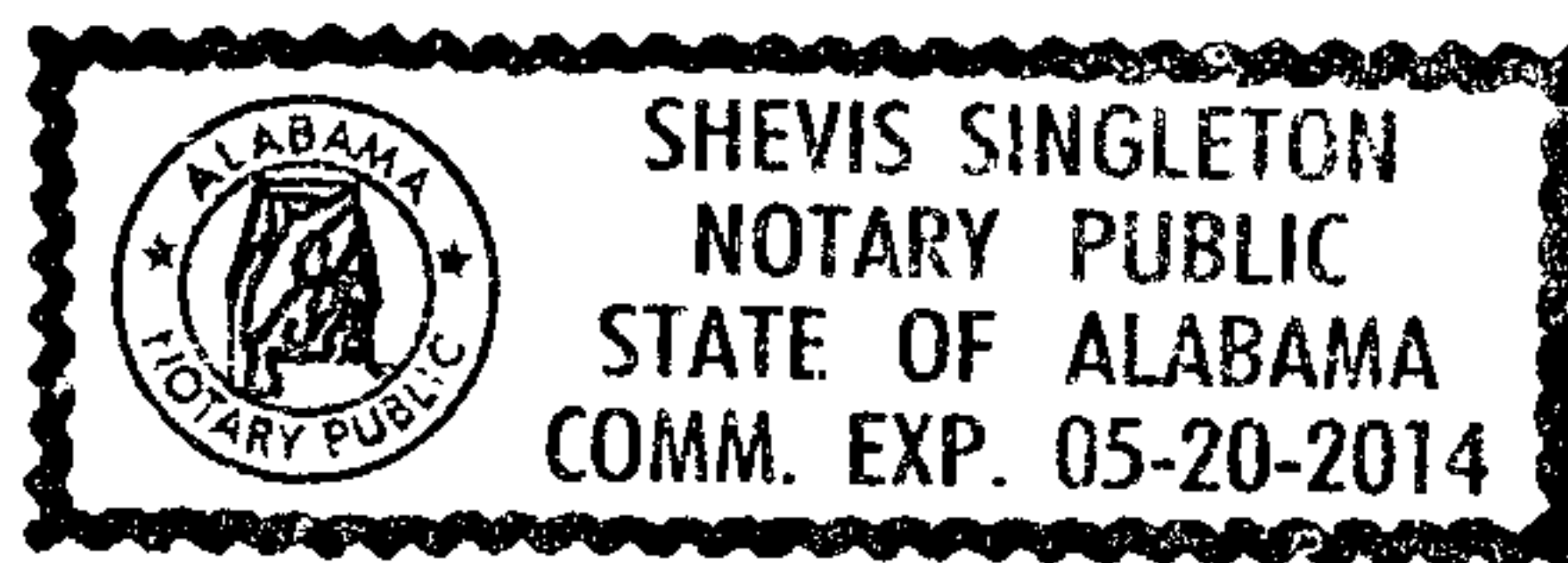
COUNTY OF JEFFERSON }

On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared DONALD T. HURD JR of \_\_\_\_\_, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Shevis Singleton  
Notary Public in and for said County and State

My commission expires:



STATE OF ALABAMA }

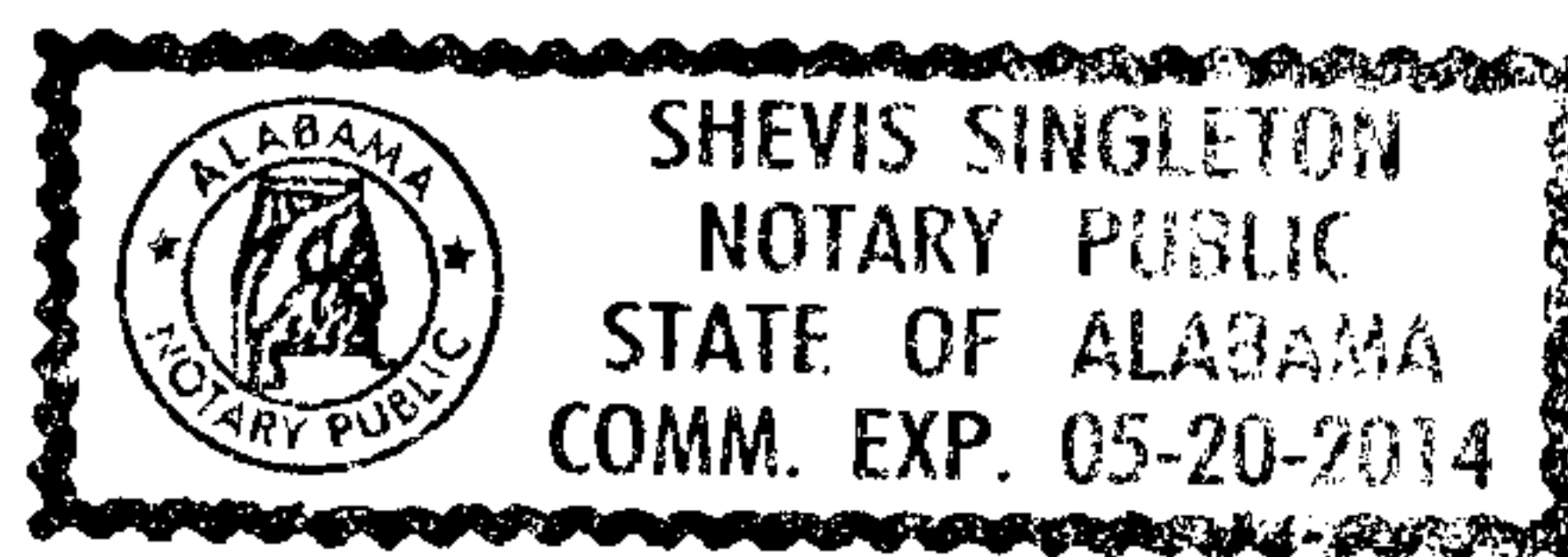
COUNTY OF JEFFERSON }

On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared VICKIE LANE HALE of \_\_\_\_\_, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Shevis Singleton  
Notary Public in and for said County and State

My commission expires:



STATE OF ALABAMA }

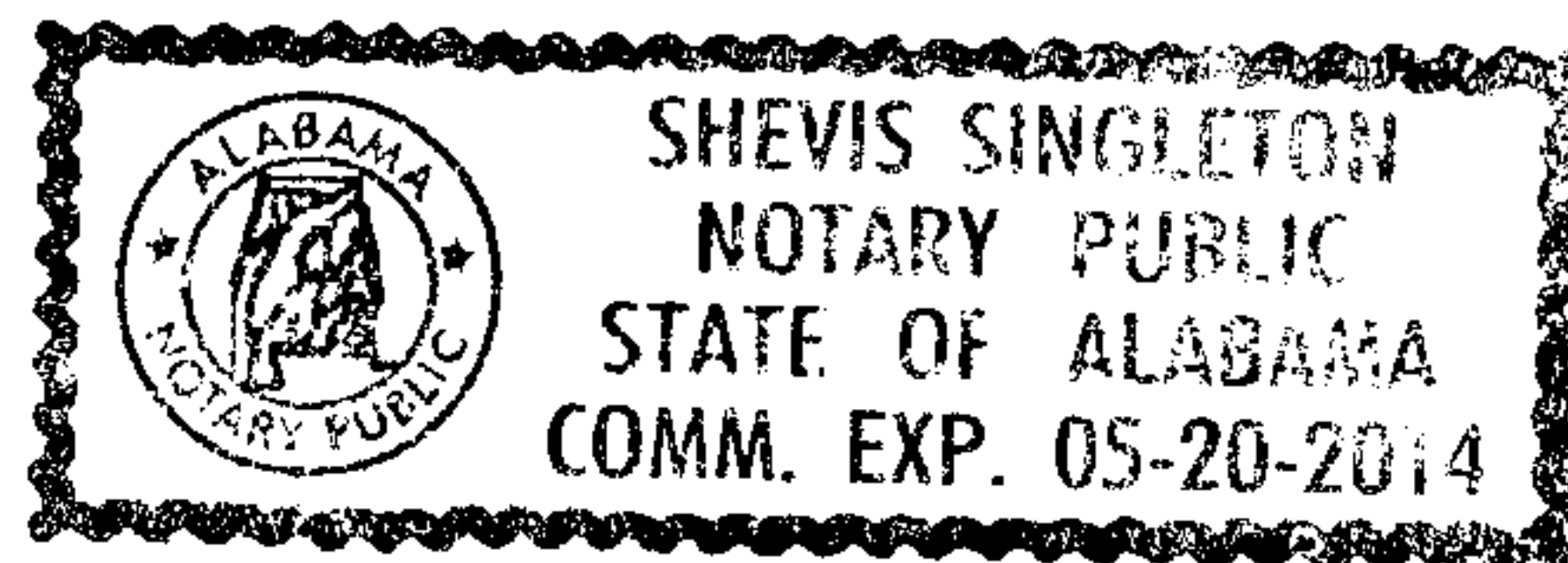
COUNTY OF JEFFERSON }

On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally  
appeared CRYSTAL L. HALE of \_\_\_\_\_, to me  
known to be the identical person named in and who executed the foregoing instrument and acknowledged  
that he/she executed the same as his/her free act and deed.

Shevis Singleton  
Notary Public in and for said County and State

My commission expires:  
\_\_\_\_\_



STATE OF ALABAMA }


COUNTY OF JEFFERSON }

On \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State,

personally  
appeared \_\_\_\_\_ of \_\_\_\_\_, to me  
known to be the identical person named in and who executed the foregoing instrument and acknowledged  
that he/she executed the same as his/her free act and deed.

\_\_\_\_\_  
Notary Public in and for said County and State

My commission expires:  
\_\_\_\_\_

  
20120712000249340 14/35 \$.00  
Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT



STATE OF ALABAMA }

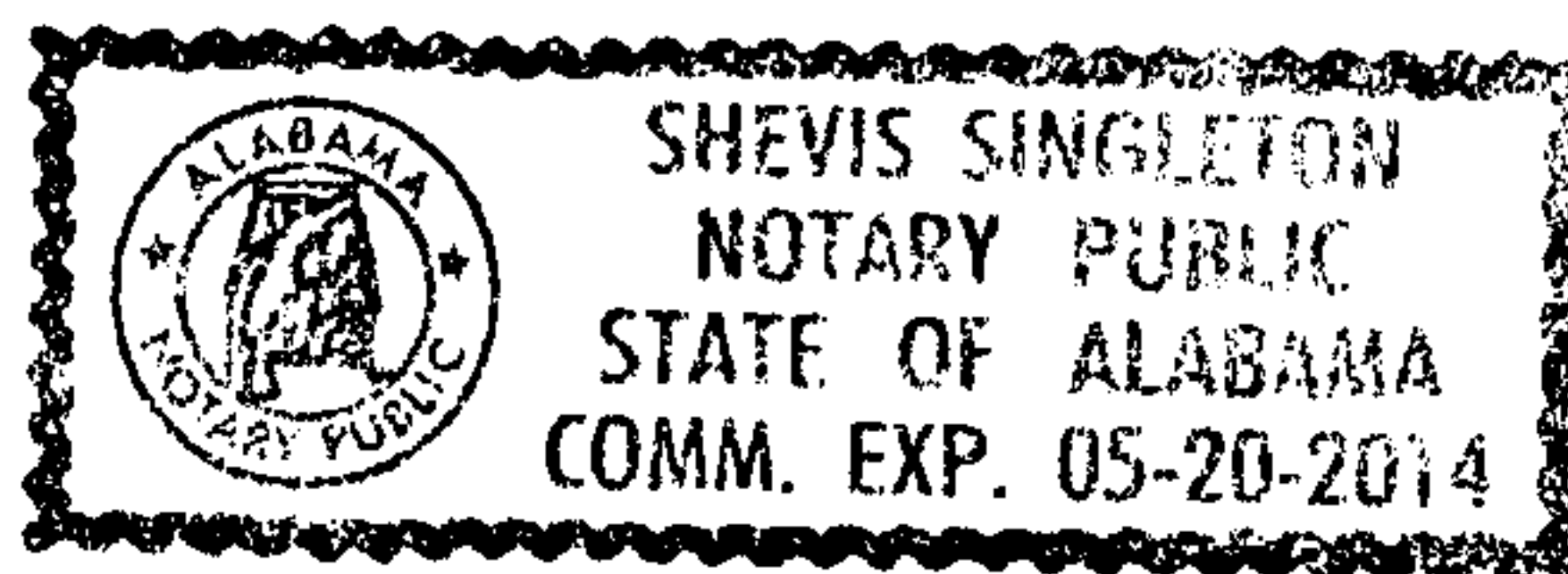
COUNTY OF JEFFERSON }

On JUNE 16, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared CRYSTAL L. HALE of \_\_\_\_\_, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Shevis Singleton  
Notary Public in and for said County and State

My commission expires:



STATE OF ~~ALABAMA~~ Texas

COUNTY OF ~~JEFFERSON~~ Dallas

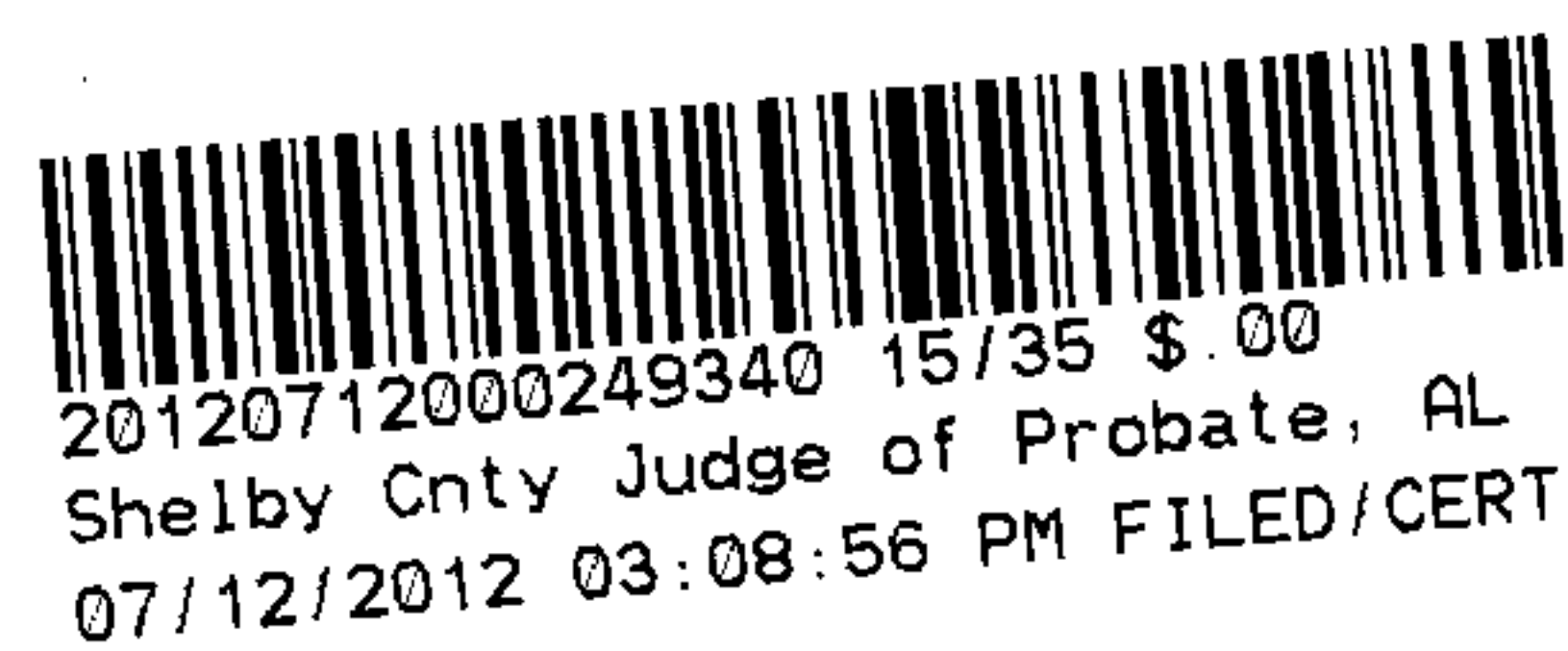
On 9/9/2012, 2012, before me, the undersigned, a Notary Public in and for said State,

personally appeared Amanda L Hale of Dallas, TX, to me known to be the identical person named in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed.

Antonia Castillo  
Notary Public in and for said County and State

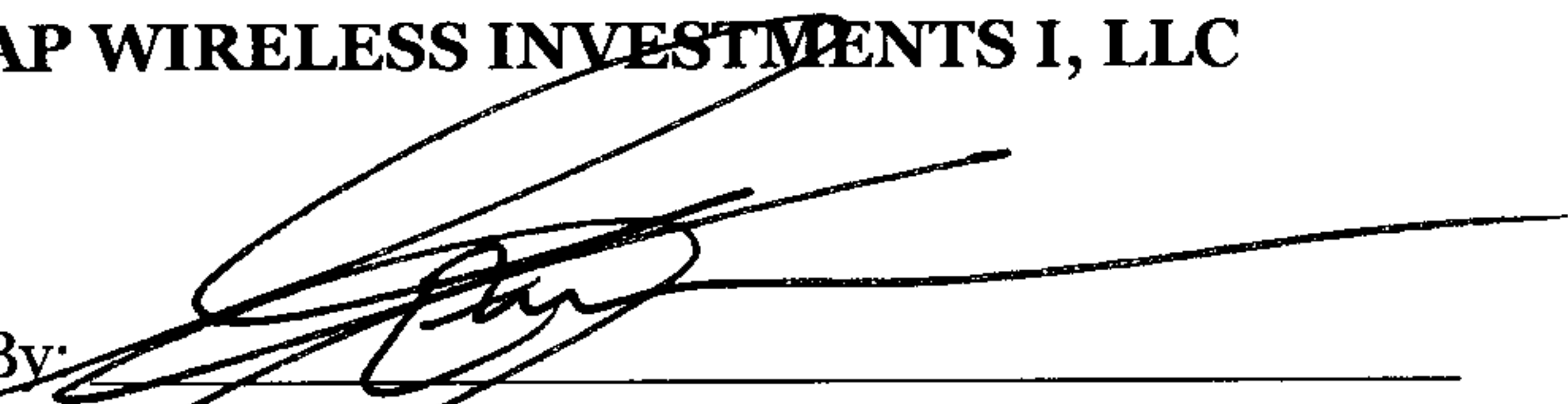
Dallas County, TEXAS  
My commission expires:

9-25-2015



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

AP WIRELESS INVESTMENTS I, LLC

By:   
Eric M. Overman  
CEO and General Counsel

Address: 9373 Towne Centre Drive, Suite 200  
San Diego, CA 92121

Tel:   
Fax: 

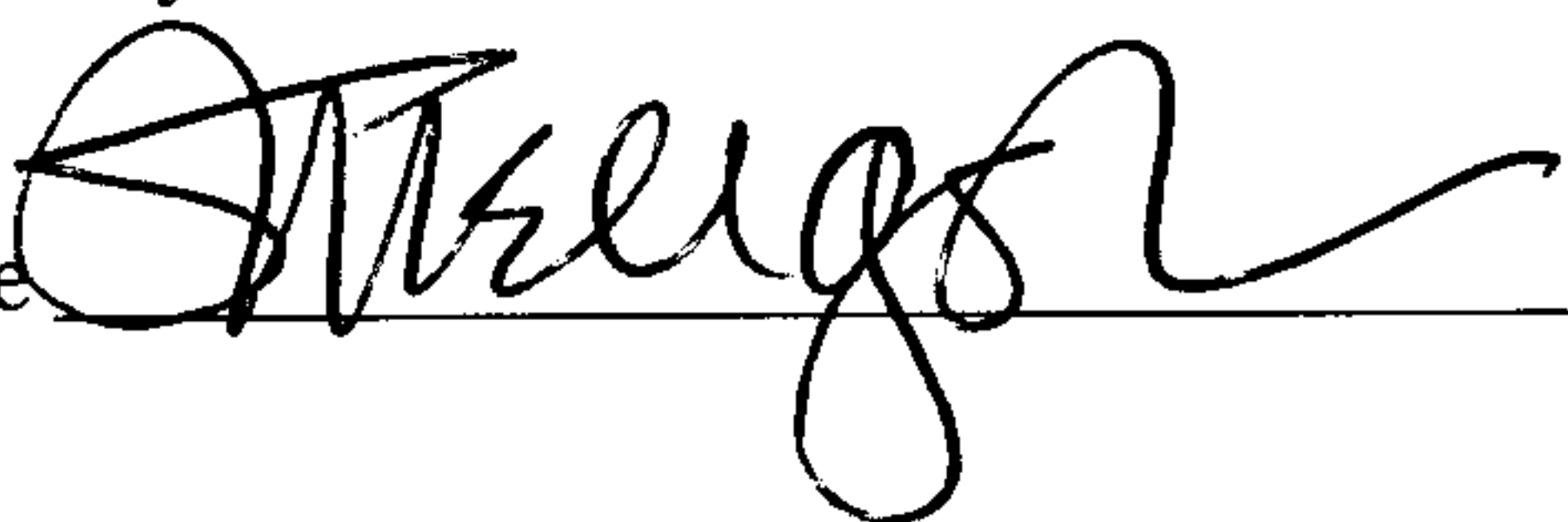
State of California }  
County of San Diego }

On 6-12-2013 before me, S.M. Bergstrom, Notary  
(Insert Name of Notary Public and Title)  
Personally appeared Eric M. Overman, CEO and General  
Counsel of APWIP

personally known to me (or proved to me the basis of satisfactory evidence) to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)





## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

#### PARCEL I:

A part of the NE 1/4 of the SW 1/4 of Section 31, Township 18 South, Range 1 East and being more particularly described as follows:

Commence at the Northwest corner of said 1/4 1/4 Section; thence Southerly and along the West line of same, for a distance of 941.66 feet to the point of beginning of the property described herein; thence continue along the last named course and along said West line, for a distance of 409.96 feet to the Southwest Corner of said 1/4 1/4 Section; thence turn an angle to the left of 91 deg. 52 min. in an Easterly direction, and along the South line of said 1/4 1/4 Section for a distance of 545.54 feet; thence turn an angle to the left of 142 deg. 23 min. in a Northwesterly direction for a distance 671.14 feet to the point of beginning.

#### PARCEL II:

A part of the SW 1/4 of the SW 1/4 Section 31, Township 18 South, Range 1 East, and being described as follows:

Commence at the NE corner of said 1/4 1/4 Section, thence Southerly and along the East line of same for a distance of 529.51 feet to the point of beginning of the property described herein: thence continue along the last named course for a distance of 81.65 feet to a point on the Northwesterly right of way line of the Montevallo Road thence turn an angle to the right of 40 deg. 51 min. in a Southwesterly direction, and along said right of way line for a distance of 501.16 feet; thence turn an angle to the right of 173 deg. 65 min. in a Northeasterly direction for a distance of 604.00 feet to the point of beginning.

#### PARCEL III:

All of that part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 18 Range 1 East lying Southeast of the Montevallo Road.

#### PARCEL IV:

West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 18 Range 1 East.

AND BEING a portion of the same property conveyed to Betty B. Hale, Melinda Jean Tanner and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased from Betty B. Hale, Melinda Jean Tanner and James Albert Hale, III, as Co-Executors of the Estate of James Albert Hale, Jr., deceased by Statutory Warranty Deed dated January 10, 1985 and recorded January 15, 1985 in Deed Book 014, Page 875; AND FURTHER CONVEYED to Melinda Jean Tanner Hurd and James Albert Hale, III from Melinda Jean Tanner and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased by Warranty Deed dated March 12, 2004 and recorded March 16, 2004 in Instrument No. 20040316000134690; AND FURTHER CONVEYED to Melinda Jean Tanner Hurd and James Albert Hale, III from Melinda Jean Tanner Hurd and James Albert Hale, III, as Co- Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased by Corrected Deed dated March 12, 2004 and recorded November 02, 2004 in Instrument No. 20041102000603500.

Tax Parcel No. 04-9-31-0-000-006.000

**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, as described in Exhibit B-1-A, and the portion of the Property described as follows:

That certain parcel consisting of an area 100'x100' and approximately 10,000 square feet containing, equipment shelters, tower and related Facilities.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

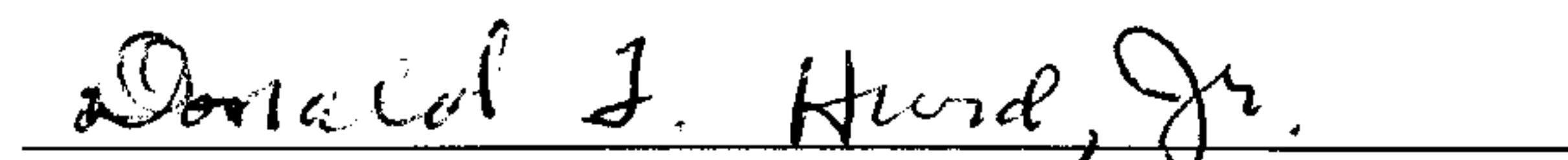
**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**



By: **Melinda Jean Tanner Hurd**

Title: Owner

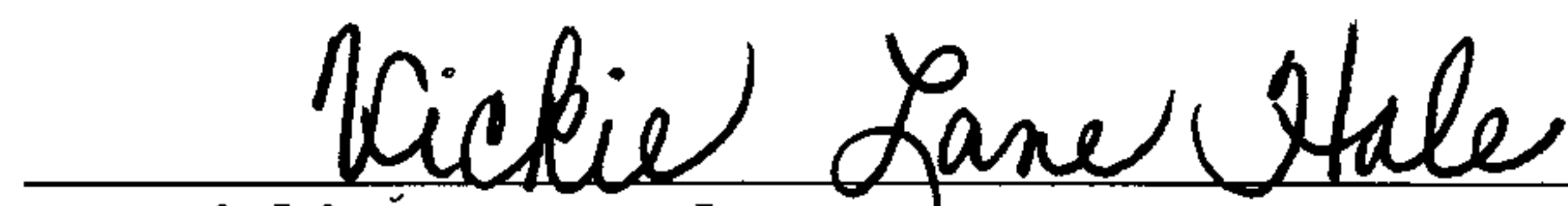
Date: 6/16/12



By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

Date: 6/16/12



By: **Vickie Lane Hale**

Title: Owner

Date: Vickie Lane Hale 6/16/12

By: **Amanda L. Hale**

Title: Owner

Date: \_\_\_\_\_



By: **Crystal L. Hale**

Title: Owner

Date: 06/16/12





**EXHIBIT B-1**

**COMMUNICATION EASEMENT**

That portion of the Property on which any Facilities exist on the date of this Agreement together with the portion of the Property leased by Site Owner under the Existing Agreements, as described in Exhibit B-1-A, and the portion of the Property described as follows:

That certain parcel consisting of an area 100'x100' and approximately 10,000 square feet containing, equipment shelters, tower and related Facilities.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

Melinda Jean Tanner Hurd  
By: **Melinda Jean Tanner Hurd**

Title: Owner

Date: 6/16/12

Donald T. Hurd, Jr.

By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

Date: 6/16/12

Vickie Lane Hale

By: **Vickie Lane Hale**

Title: Owner

Date: Vickie Lane Hale 6/16/12

Amanda L. Hale

By: **Amanda L. Hale**

Title: Owner

Date: 6/19/12

Crystal L. Hale

By: **Crystal L. Hale**

Title: Owner

Date: 6/16/12



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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_

Eric M. Overman

CEO and General Counsel

Date: \_\_\_\_\_

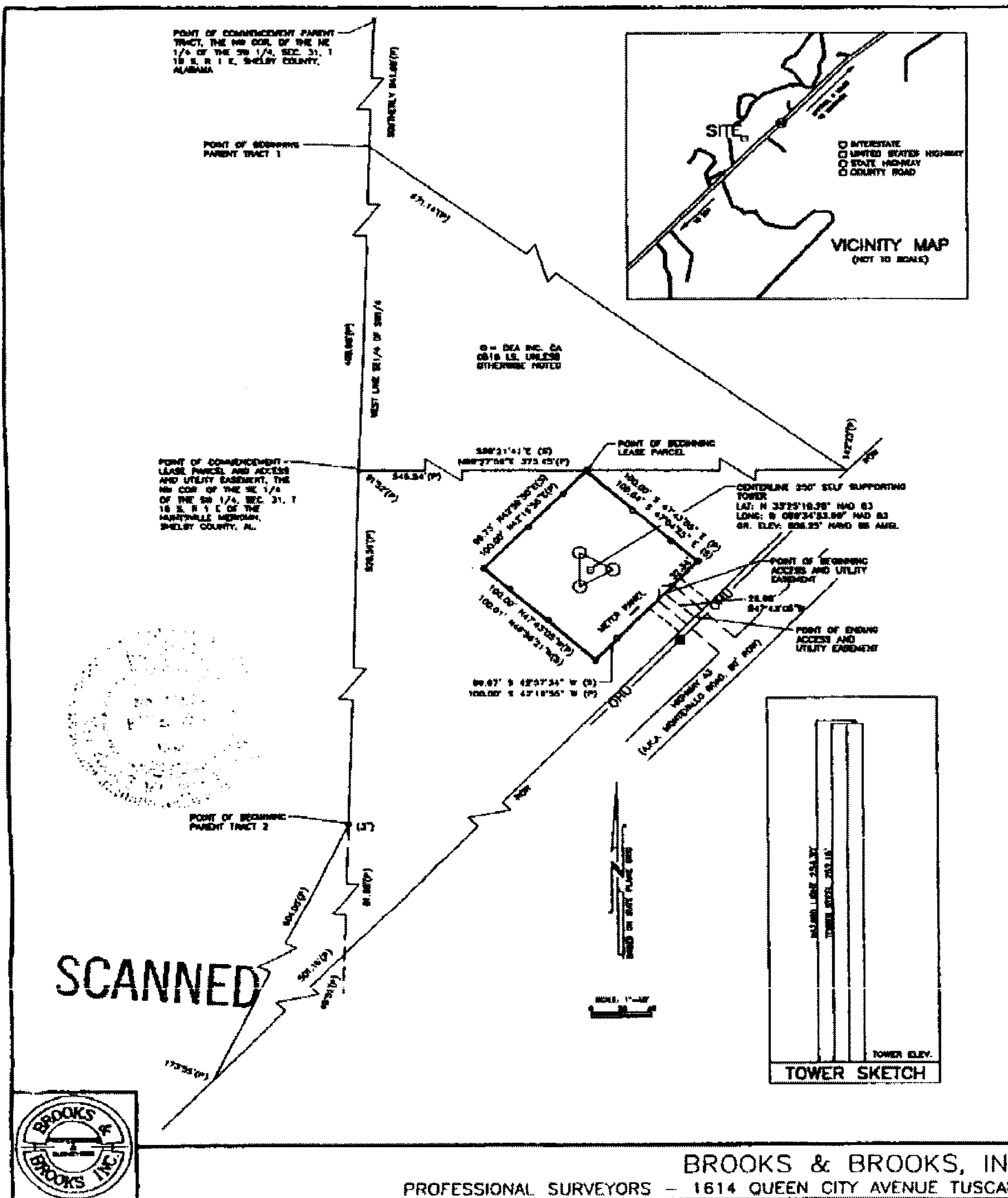
6/12/2012

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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT



# EXHIBIT B-1-A

[Depictions of Existing American Tower Site]

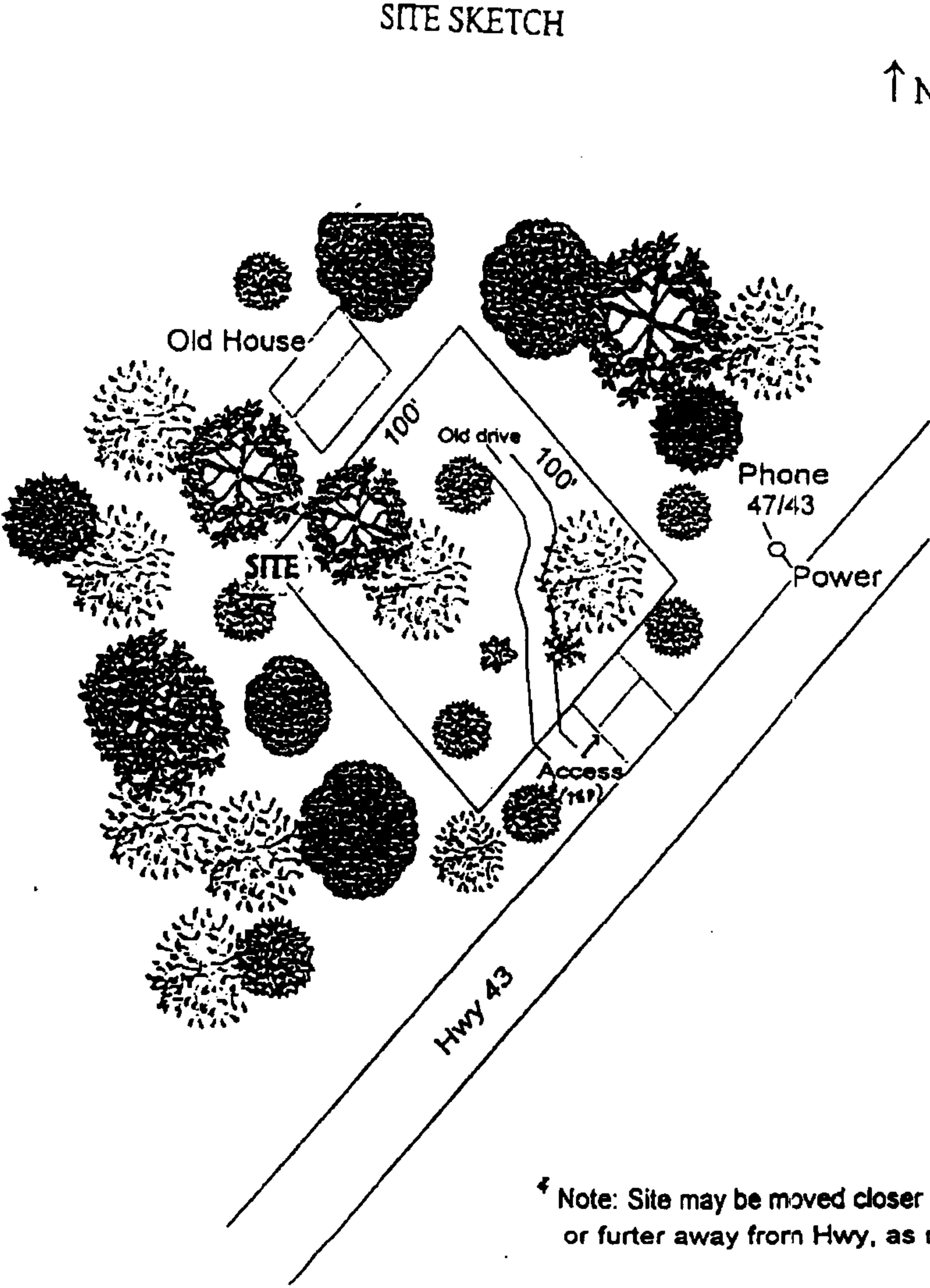


BROOKS & BROOKS, INC.  
PROFESSIONAL SURVEYORS - 1614 QUEEN CITY AVENUE TUSCALOOSA, AL



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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT

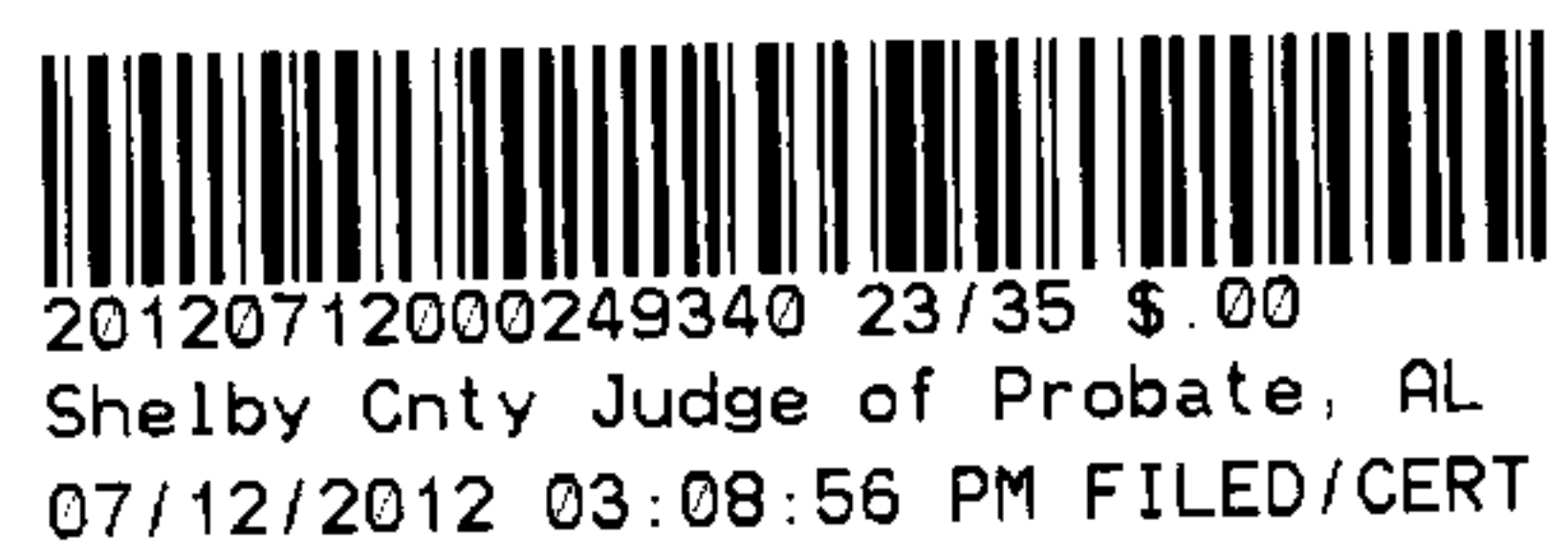
The Premises are described and/or depicted as follows:



Inst # 2001-23120  
06/06/2001-23120  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
005 DLH 48.50

20120712000249340 22/35 \$.00  
Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT





**EXHIBIT B-2**

**ACCESS AND UTILITY EASEMENTS**

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially as shown on the attached drawing labeled Drawing B-1-A, including the following:

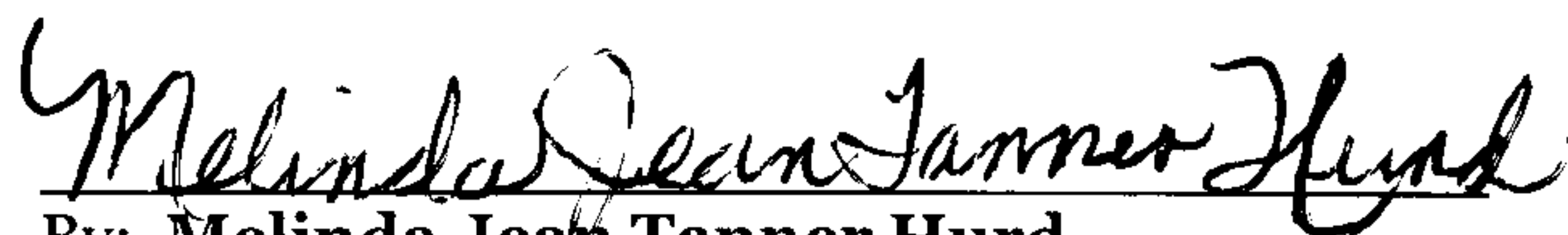
All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to Bear Creek Road (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

All rights for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses in, along, under and over the Access Easement and the property substantially described in Exhibit B-1 ("Utility Easement").

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

**Agreed and Approved:**

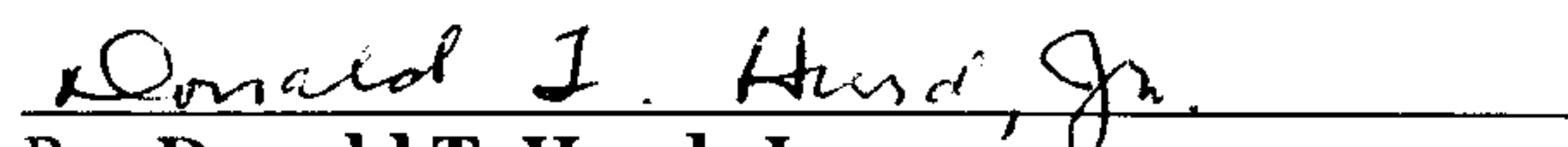
**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**



By: **Melinda Jean Tanner Hurd**

Title: Owner

Date: 6/16/12



By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

Date: 6/16/12



By: **Vickie Lane Hale**

Title: Owner

Date: 6/16/12

By: **Amanda L. Hale**

Title: Owner

Date: \_\_\_\_\_



## EXHIBIT B-2

### ACCESS AND UTILITY EASEMENTS

That portion of the Property on which any Facilities exist on the date of this Agreement or provided by Site Owner under the Existing Agreements for access and utility providers, and the portion of the Property substantially as shown on the attached drawing labeled Drawing B-1-A, including the following:

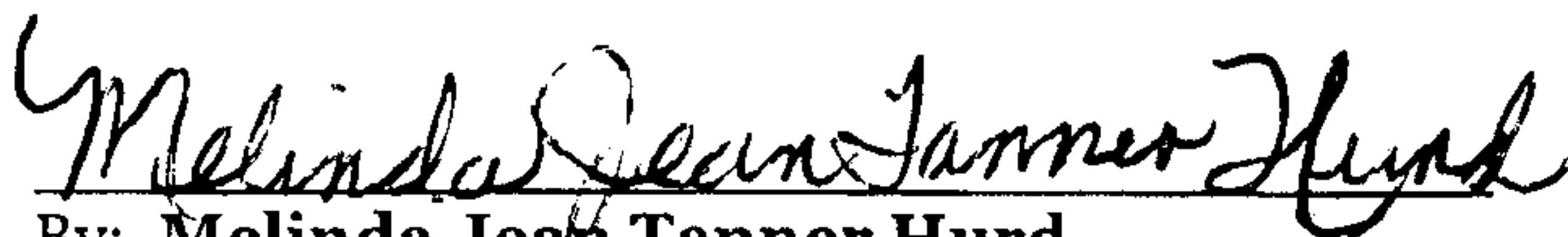
All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B-1 hereof, providing access to a publicly dedicated roadway, including but not limited to Bear Creek Road (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses.

All rights for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, as defined herein, and any related activities and uses in, along, under and over the Access Easement and the property substantially described in Exhibit B-1 ("Utility Easement").

Site Owner herein agrees that this legal description and drawing may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

#### Agreed and Approved:

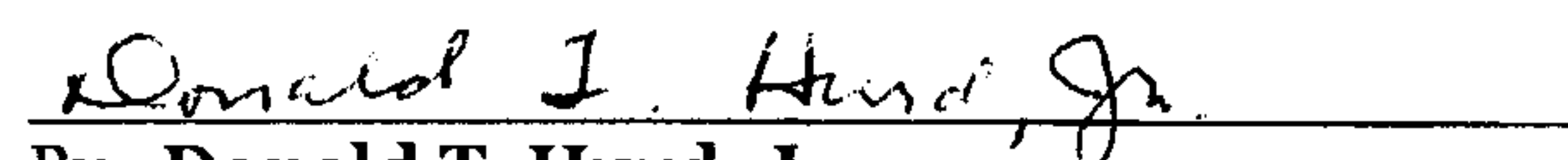
**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**



By: **Melinda Jean Tanner Hurd**

Title: Owner

Date: 6/16/12



By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

Date: 6/16/12



By: **Vickie Lane Hale**

Title: Owner


Date: 6/16/12



By: **Amanda L. Hale**

Title: Owner

Date: 6-19-12

  
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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT

Crystal L. Hale  
By: **Crystal L. Hale**  
Title: Owner  
Date: 06/16/12

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_  
Eric M. Overman  
CEO and General Counsel

Date: \_\_\_\_\_



By: **Crystal L. Hale**  
Title: Owner  
Date: \_\_\_\_\_


**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_

  
Eric M. Overman  
CEO and General Counsel

Date: \_\_\_\_\_

6/12/2012

  
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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT

## EXHIBIT C

### EXISTING AGREEMENTS

Site Owner assigns and transfers to APWII, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

That certain ~~COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)~~ dated ~~May 2, 2008~~,  
by and between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., as landlord, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as tenant; as assigned, transferred, and amended.

#### Agreed and Approved:

**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

Melinda Jean Tanner Hurd  
By: **Melinda Jean Tanner Hurd**  
Title: Owner  
Date: 6/16/12

Donald T. Hurd, Jr.  
By: **Donald T. Hurd, Jr.**  
Title: Non-Vested Spouse  
Date: 6/16/12

Vickie Lane Hale  
By: **Vickie Lane Hale**  
Title: Owner  
Date: 6/16/12

Amanda L. Hale  
By: **Amanda L. Hale**  
Title: Owner  
Date: \_\_\_\_\_

Crystal L. Hale  
By: **Crystal L. Hale**  
Title: Owner  
Date: 06/16/12



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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT



## EXHIBIT C

### EXISTING AGREEMENTS

Site Owner assigns and transfers to APWII, as of the effective date herein, all of its right, title and interest in, to and under any existing lease agreements, and any amendments, transfers, modifications and/or assignments thereof, affecting any portion of the Property leased by Site Owner under any Existing Agreements, including, without limitation, the following:

That certain ~~COMMUNICATIONS SITE LEASE AGREEMENT (GROUND)~~ dated ~~May 2, 2008~~,  
by and between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-  
Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., as  
landlord, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as  
tenant; as assigned, transferred, and amended.

#### Agreed and Approved:

**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

Melinda Jean Tanner Hurd  
By: **Melinda Jean Tanner Hurd**

Title: Owner

Date: 6/16/12

Donald T. Hurd, Jr.  
By: **Donald T. Hurd, Jr.**

Title: Non-Vested Spouse

Date: 6/16/12

Vickie Lane Hale  
By: **Vickie Lane Hale**

Title: Owner

Date: 6/16/12

Amanda L. Hale  
By: **Amanda L. Hale**

Title: Owner

Date: 6-19-12

Crystal L. Hale  
By: **Crystal L. Hale**

Title: Owner

Date: 06/16/12



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Shelby Cnty Judge of Probate, AL  
07/12/2012 03:08:56 PM FILED/CERT

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_

Eric M. Overman

CEO and General Counsel

Date: \_\_\_\_\_

6/12/2012



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Shelby Cnty Judge of Probate, AL  
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## **EXHIBIT D**

### **TITLE ENCUMBRANCES**

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Taxes and special assessments which are not shown as existing liens by the public records.
7. Taxes for the year 2012 and subsequent years, a lien not yet due and payable.
8. Terms and conditions of Oil, Gas and Mineral Lease dated 04/13/1982 by and between James Albert Hale, Jr. and Betty Beard Hale, his wife, as Landlord/Lessor, and Sohio Petroleum Company, as Tenant/Lessee, recorded on 06/18/1982 in Deed Book 340, Page 383.
9. Terms and conditions of Memorandum of Agreement dated 03/12/2001 by and between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-Trustees of Trust "B" under the Last Will and Testament of James Albert Hale, Jr., (deceased), as Landlord/Lessor, and Tower Asset Sub, Inc., a Delaware corporation, as Tenant/Lessee, recorded on 06/06/2001 in Instrument No. 2001-23120; Assignment of Leases dated 02/15/2001, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications and Tower Parent Corp., a Delaware corporation, recorded on 06/06/2001 in Instrument No. 2001-23121; Assignment of Leases dated 02/15/2001, by and between Tower Parent Corp., a Delaware corporation and Tower Asset Sub, Inc., a Delaware corporation, d/b/a SpectraSite, recorded on 06/06/2001 in Instrument No. 2001-23122; Memorandum of Lease Supplement dated 12/18/2008 by and between SpectraSite Communications, LLC, a Delaware limited liability company, as Landlord/Lessor, and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, as Tenant/Lessee, recorded on 02/02/2009 in Instrument No. 20090202000032710.

**EXHIBIT E**  
**TENANT NOTIFICATION LETTER**

American Tower Corporation  
Attn: Network Real Estate  
10 Presidential Way  
Woburn, MA 01801

Re: 6455 Bear Creek Road, Sterrett, AL 35147; Site # AL 1342; Site Name: HWY 43

*APWII Site Name: Hurd*

*APWII Site ID: N/A*

*That certain COMMUNICATIONS SITE LEASE AGREEMENT (GROUND) dated May 2, 2000, by and between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., as landlord, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as tenant; as assigned, transferred, and amended;*


Dear Sir/Madam:

Effective as of JUNE 16, 2012, ("Effective Date") all rights of the undersigned in and to the Lease were sold and assigned by the undersigned to AP Wireless Investments I, LLC. The undersigned will continue to own the premises, and has retained the obligations and liabilities of the landlord under the Lease.

Landlord and APWII agree that, except for payments in respect of real property taxes and assessments, any amounts payable by you to landlord under the Lease after the Effective Date will be immediately payable to **AP Wireless Investments I, LLC** and forwarded to APWII **via direct deposit**. APWII's Vendor number is N/A. Please be sure to add this site, referencing both your Site ID # and APWII's Site Name, to your monthly electronic invoice that should be sent to Mr. Ryan McGee, Controller at [rmcgee@apwip.com](mailto:rmcgee@apwip.com). In the instance where direct deposit is not properly set up at the time of payment, please mail check payable to **APWII to 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121, attn: Ryan McGee**.

Landlord also agrees to immediately reimburse APWII for any payment or portion thereof received prior to the Effective Date, but which covers a period of time from the Effective Date forward. However, tenant is ultimately responsible for proper payment of rent. Payments in respect of real property taxes and assessments should, to the extent payable by you to the landlord under the Lease, continue to be paid by you to the undersigned landlord.

Site Owner and APWII additionally request that all future correspondence and payments regarding the above-referenced site include APWII's Site Name: Hurd.

  
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Any future communications regarding the Lease should be made to: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121, attn.: Ryan McGee, Controller.** If you have any questions about the foregoing, please contact Ryan McGee at (858) 362-6003.

Sincerely,

**Agreed and Approved:**

**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

By: **Melinda Jean Tanner Hurd**  
Title: Owner  
Date: \_\_\_\_\_

By: **Donald T. Hurd, Jr.**  
Title: Non-Vested Spouse  
Date: \_\_\_\_\_

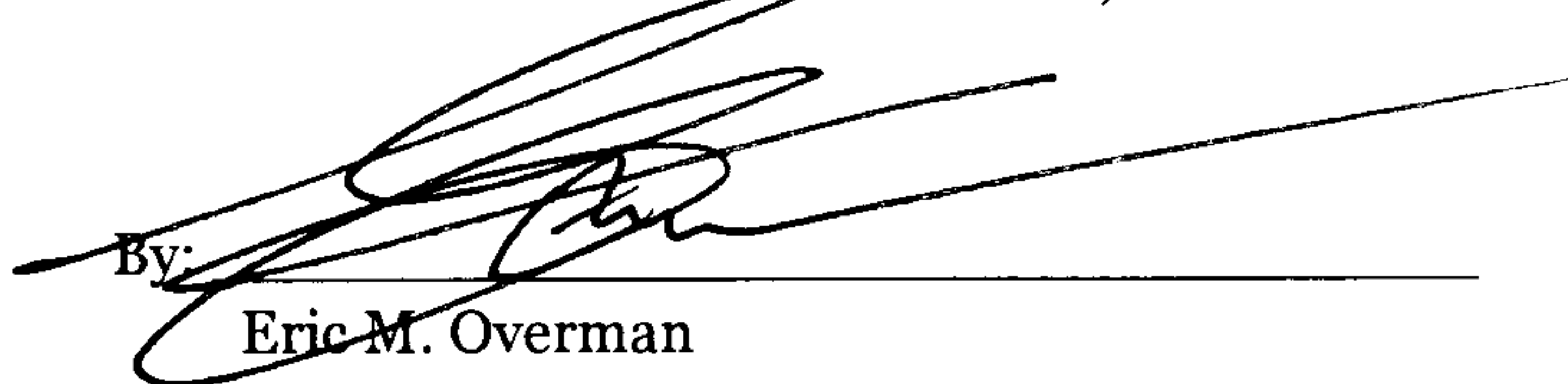
By: **Vickie Lane Hale**  
Title: Owner  
Date: \_\_\_\_\_


By: **Amanda L. Hale**  
Title: Owner  
Date: \_\_\_\_\_

By: **Crystal L. Hale**  
Title: Owner  
Date: \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

**AP WIRELESS INVESTMENTS I, LLC**

By:   
Eric M. Overman  
CEO and General Counsel

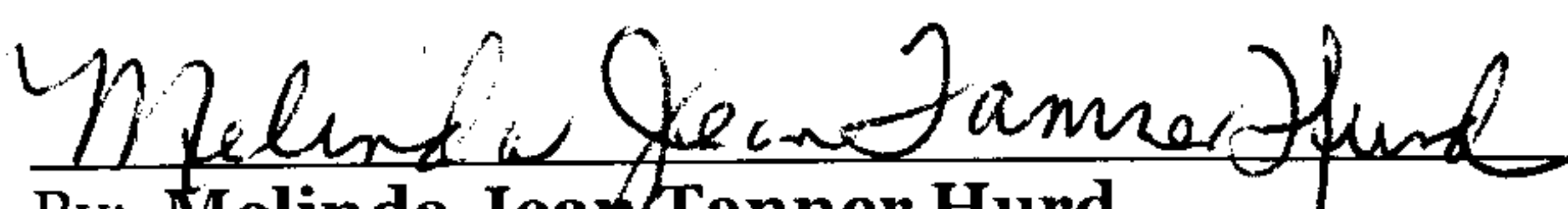
  
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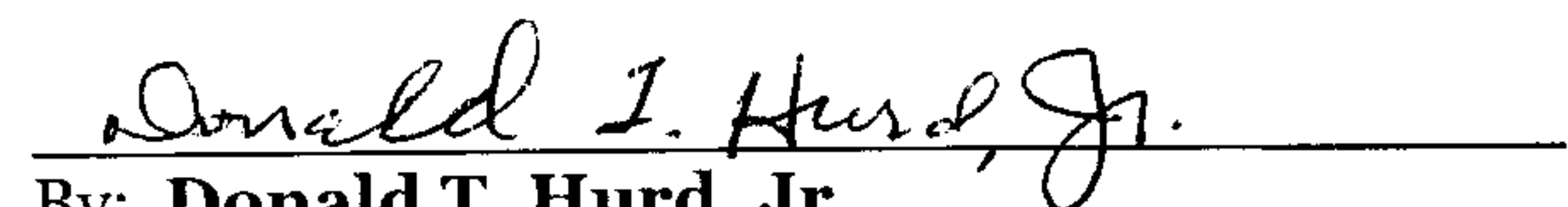
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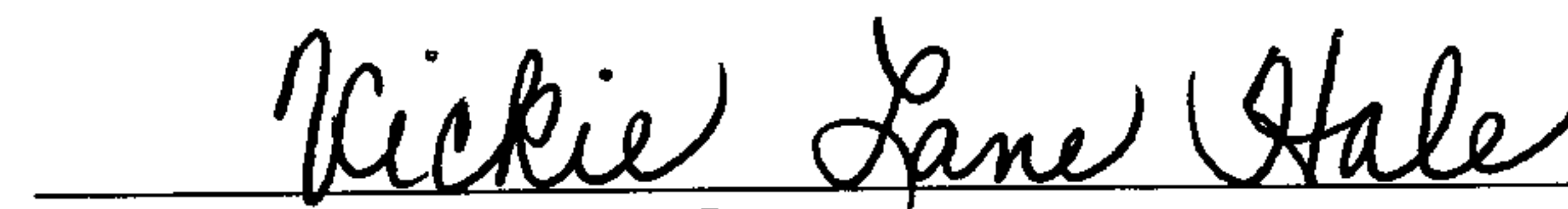
Sincerely,

**Agreed and Approved:**

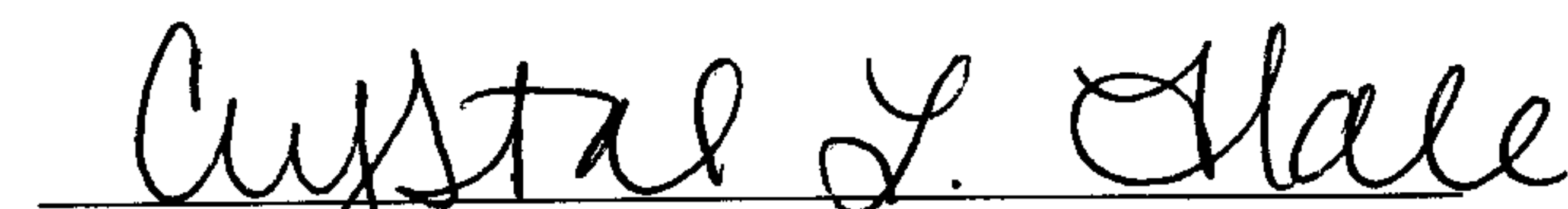
**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

  
By: **Melinda Jean Tanner Hurd**  
Title: Owner  
Date: 6/16/12

  
By: **Donald T. Hurd, Jr.**  
Title: Non-Vested Spouse  
Date: 6/16/12

  
By: **Vickie Lane Hale**  
Title: Owner  
Date: 6/16/12


By: **Amanda L. Hale**  
Title: Owner  
Date: \_\_\_\_\_

  
By: **Crystal L. Hale**  
Title: Owner  
Date: 06/16/12

**ACKNOWLEDGED AND AGREED:**

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_  
Eric M. Overman  
CEO and General Counsel

  
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Any future communications regarding the Lease should be made to: **AP Wireless Investments I, LLC, 9373 Towne Centre Drive, Suite 200, San Diego, CA 92121, attn.: Ryan McGee, Controller.** If you have any questions about the foregoing, please contact Ryan McGee at (858) 362-6003.

Sincerely,

**Agreed and Approved:**

**Melinda Jean Tanner Hurd, Vickie Lane Hale, Amanda L. Hale  
And Crystal L. Hale**

Melinda Jean Tanner Hurd  
By: **Melinda Jean Tanner Hurd**  
Title: Owner  
Date: 6/16/12

Donald T. Hurd, Jr.  
By: **Donald T. Hurd, Jr.**  
Title: Non-Vested Spouse  
Date: 6/16/12

Vickie Lane Hale  
By: **Vickie Lane Hale**  
Title: Owner  
Date: 6/16/12


Amanda L. Hale  
By: **Amanda L. Hale**  
Title: Owner  
Date: 6-19-12

Crystal L. Hale  
By: **Crystal L. Hale**  
Title: Owner  
Date: 06/16/12

**ACKNOWLEDGED AND AGREED:**

**AP WIRELESS INVESTMENTS I, LLC**

By: \_\_\_\_\_  
Eric M. Overman  
CEO and General Counsel

  
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