



Prepared by:
Record and return to:

J. Coleman Prewitt, Esq.
SBA Monarch Towers I, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
SBA Site ID: AL40007-A

20121015000396090 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/15/2012 02:25:30 PM FILED/CERT

CONFIRMATION AND MEMORANDUM OF LEASE

Re: Lease with SBA Monarch Towers I, LLC with respect to certain real property (the "Property")
located at 211 Lakewood Ln, Columbiana, AL 35051 (the "Lease");
Site Id #: AL40007-A Site Name: Pumpkin Swamp

To Whom It May Concern:

SBA Communications Corporation ("SBA") recently acquired ownership of Mobilitie Investments, LLC and changed its name to SBA Monarch Towers I, LLC (your "Tenant"). Tenant's address is 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 and your address, as landlord, is 211 Lakewood Ln, Columbiana, AL 35051. SBA is a first choice provider and leading owner and operator of wireless communications infrastructure in North and Central America. For more information regarding SBA, please visit: www.sbasite.com.

Since we now own your Tenant, we would like to confirm certain matters regarding the Lease. Also, your Tenant or one of its affiliates is obtaining financing (the "Loan") from a lender (together with its successors and assigns, the "Lender"), and will be pledging its interest in the Lease as collateral for the Loan and the Lender is also requesting confirmation of certain matters regarding the Lease. We therefore request that you confirm to us, and to Lender, that the following statements are true as of the date you sign this with the understanding that we and the Lender will be relying on these confirmations:

(a) The Lease was executed on February 7, 2006. The original tenant under the Lease was Nextel South Corp., a Georgia corporation ("Carrier"). Carrier assigned its interest under the Lease, which is now held by Tenant.

(b) The real property leased by Tenant under the terms of the Lease, along with any corresponding easements granted, is described on Exhibit A attached hereto. The current term of the Lease is five (5) years commencing on June 7, 2011 and ending on June 6, 2016, with four (4) remaining renewal terms of five (5) years each. The terms of the Lease shall run with the land described on Exhibit A. The original Lease is on file with Tenant at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487.

(c) The Lease is in full force and effect.

(d) We are also changing the address under the Lease where notices to Tenant should be sent. All future notices sent in accordance with the terms of the Lease should be sent to Tenant at SBA Monarch Towers I, LLC, 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, Attention Thomas P. Hunt, General Counsel, with a copy to Lender at an address to be provided to you by Tenant in the future.

Also, we request that you agree, except to the extent the Lease grants greater rights or protections to Tenant or Lender, that the following provisions shall apply with respect to the Lease:

(e) If Lender exercises any rights of Tenant under the Lease, including the right to exercise any renewal option(s) or purchase option(s) set forth in the Lease, you agree to accept such

exercise of rights by Lender as if same had been exercised by Tenant, and Tenant, by signing below, confirms its agreement with this provision.

(f) If there is a monetary default by Tenant under the Lease, you will accept the cure thereof by Lender within fifteen (15) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease. If there is a non-monetary default by Tenant under the Lease, Landlord will accept the cure thereof by Lender within thirty (30) days after the expiration of any grace period provided to Tenant under the Lease to cure such default, prior to terminating the Lease.

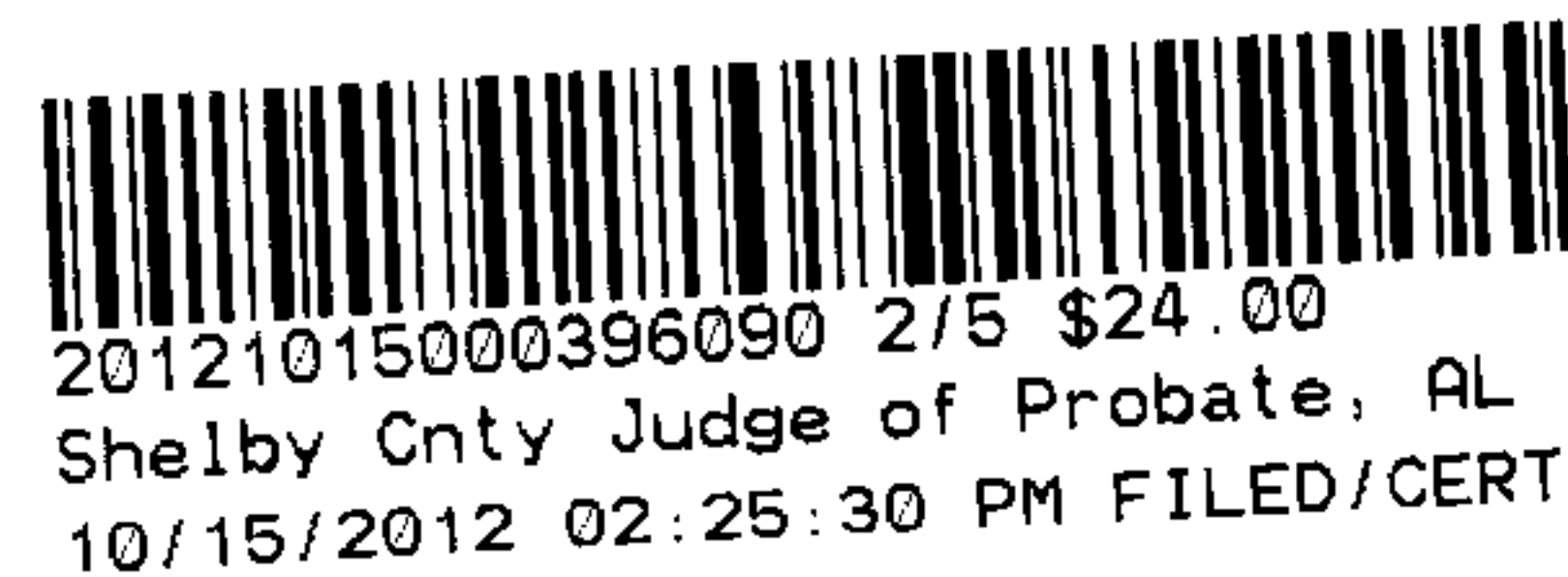
(g) The Lease may not be amended in any respect which would be reasonably likely to have a material adverse effect on Lender's interest therein or surrendered, terminated or cancelled, without the prior written consent of Lender.

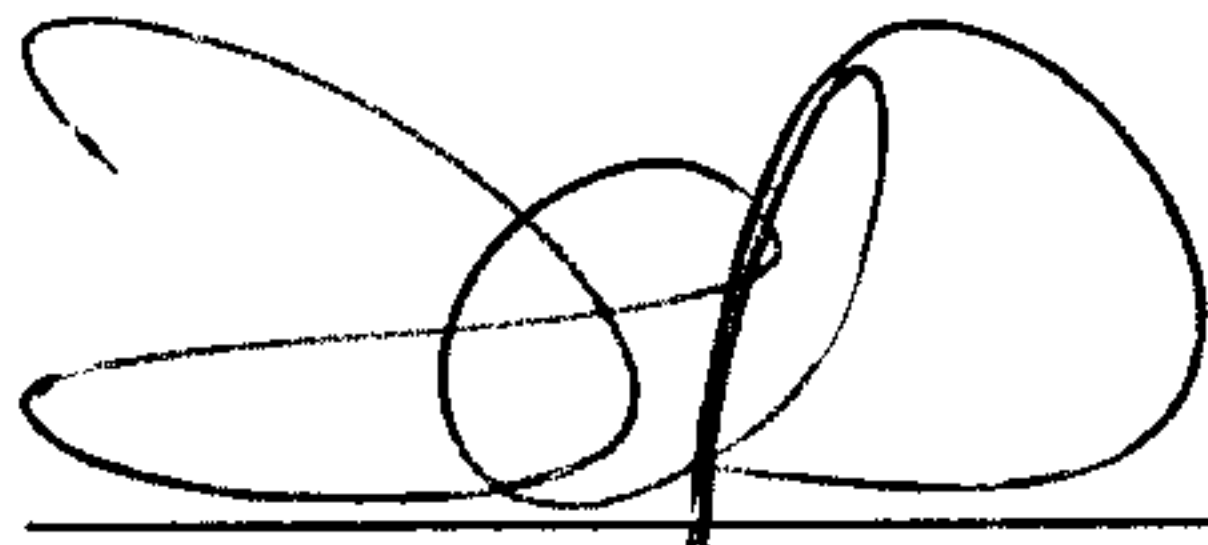
(h) If the Lease is terminated as result of a Tenant default or is rejected in any bankruptcy proceeding, you will enter into a new lease with Lender or its designee on the same terms as the Lease within 15 days of Lender's request made within 30 days of notice of such termination or rejection, provided Lender pays all past due amounts under the Lease. However, this is not applicable to normal expirations of the lease term.

This letter shall be binding on Landlord and Tenant and their respective successors and assigns and shall inure to the benefit of Lender. Tenant shall have the right to record this letter and it shall serve as a memorandum of the Lease. Tenant shall have the right to record this letter and this recorded letter shall be deemed to provide notice of all of terms of the Lease.

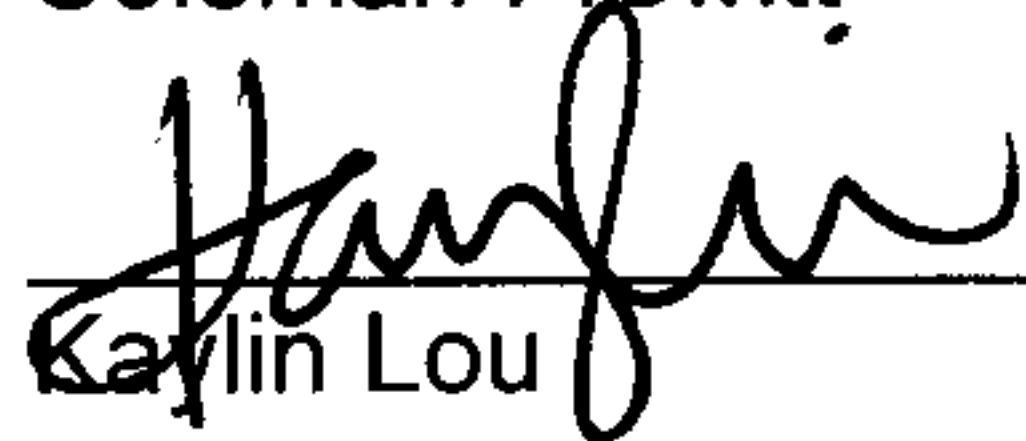
Please indicate your agreement to the foregoing matters by countersigning this letter in the space provided in the presence of two witnesses and a notary public and returning an original, countersigned, witnessed and notarized copy of this letter to Tenant in the enclosed prepaid Federal Express envelope.

SBA Monarch Towers I, LLC appreciates your cooperation in this matter. If you have any questions please telephone Marcela Lazarte at 1-800-487-7483, ext. 9916.





Coleman Prewitt



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SBA Monarch Towers I, LLC, a Delaware limited liability company, f/k/a Mobilite Investments, LLC

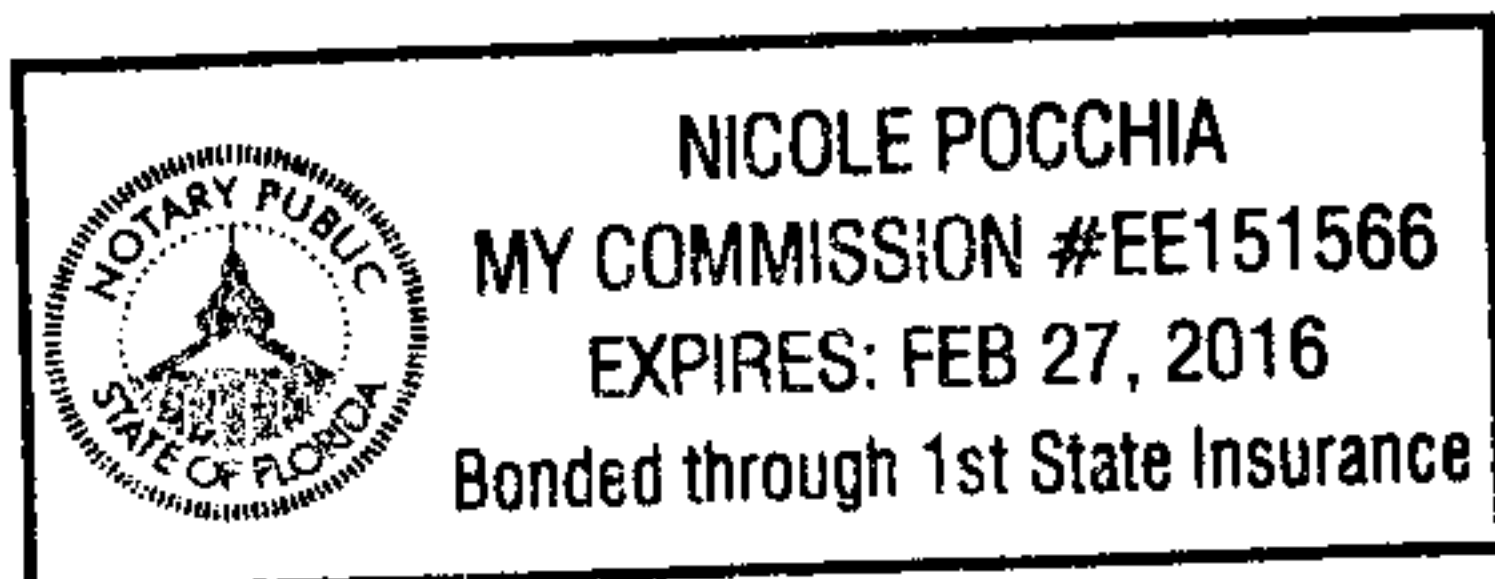


Neil Seidman
Vice President


STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19 day of Sept, 2012 by Neil Seidman, Vice President of SBA Monarch Towers I, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

WITNESS my hand this 19 day of Sept, 2012.



Print Name: Nicole A. Pocchia
NOTARY PUBLIC – State of Florida
My Commission Expires: February 27, 2016


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WITNESSES:

LESSOR:

[Signature]
Print Name: Regina Webb

[Signature]
DONALD J. BONIN

[Signature]
Print Name: Vicki Williams

THE STATE OF ALABAMA
Shelby COUNTY

I, a Relationship Banker (name and style of officer) , hereby certify that Donald J. Bonin whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of September, A. D. 2012.

[Signature]
Notary Public

Print Name Angela Williamson
My commission expires: _____

My Commission Expires February 15, 2015

WITNESSES:

LESSOR:

[Signature]
Print Name: Regina Webb

[Signature]
DONNA H. BONIN

[Signature]
Print Name: Vicki Williams

THE STATE OF ALABAMA
Shelby COUNTY

I, a Relationship Banker (name and style of officer) , hereby certify that Donna H. Bonin whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand this 18th day of September, A. D. 2012.

[Signature]
Notary Public

Print Name Angela Williamson
My commission expires: _____

My Commission Expires February 15, 2015



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EXHIBIT A

THE LEASED AREA AND EASEMENT DESCRIPTIONS

A PORTION OF:

The Land is described and/or depicted as follows (metes and bounds description):

APN: 15-8-34-0000-006.002

Beginning at the southeast corner of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama and run thence westerly along the south line of said Section 34 a distance of 718.14 feet to a steel pin corner; thence turn 90 degrees 00 minutes 00 seconds right and run northerly 238.00 feet to a steel pin corner; thence turn 56 degrees 03 minutes 00 seconds left and run northwesterly 175.60 feet to a steel pin corner; thence turn 41 degrees 15 minutes 00 seconds right and run northerly 36.40 feet to a steel pin corner; thence turn 58 degrees 34 minutes 00 seconds right and run northeasterly 186.40 feet to a steel pin corner; thence turn 33 degrees 13 minutes 00 seconds left and run northerly 543.53 feet to a point in the centerline of LAKEWOOD LANE, a chest surfaced public road; thence turn 64 degrees 42 minutes 39 seconds right and run northeasterly along centerline of said road 171.29 feet to a point; thence turn 108 degrees 22 minutes 43 seconds right and run northeasterly 779.61 feet to a steel pin corner; thence turn 62 degrees 34 minutes 27 seconds left and run easterly 192.77 feet to a steel pin corner on the east line of the SE 1/4 of the SE 1/4 of Section 34; thence turn 90 degrees 44 minutes 15 seconds right and run southerly along said section line a distance of 422.00 feet to the point of beginning.

There is an existing twenty foot wide access easement along the northeasterly line of this property, the centerline of which is described as follows:

Commence at the southeast corner of Section 34, Township 20 South, Range 1 West, Shelby County, Alabama and run thence northerly along the east line of said Section 422.00 feet to a point; thence turn 90 degrees 44 minutes 15 seconds left and run westerly 192.77 feet to a point; thence turn 62 degrees 34 minutes 27 seconds right and run northwesterly 341.80 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run southwesterly 10.0 feet to the point of beginning, on the centerline of the easement being described; thence turn 90 degrees 00 minutes 00 seconds right and run northeasterly a distance of 430.48 feet to a point in the centerline of Lakewood Lane and the end of easement. Said easement being ten feet on either side of just described centerline.

According to the survey of Joseph E. Conn, Alabama PL6 80049, dated July 22, 1996.