POOR QUALITY

Record and return to:
J. Coleman Prewitt, Esq.
SBA Monarch Towers II, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
SBA Site ID: AL40470-A

20121018000401580 1/5 $24.00
Shelby Cnty Judge of Probate, AL
10/18/2012 03:07:24 PM FILED/CERT

CONFIRMATION AND MEMORANDUM OF LEASE

Re: Lease with SBA Monarch Towers II, LLC with respect to certain real property (the "Property") located at 9191 Hwy. 22, Calera, AL 35040 (the "Lease");
Site Id #: AL40470-A Site Name: SR22/Calera

To Whom It May Concern:

SBA Communications Corporation ("SBA") recently acquired ownership of Mobilitie Investments II, LLC and changed its name to SBA Monarch Towers II, LLC (your "Tenant"). Tenant's address is 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487 and your address, as landlord, is 5685 Highway 22, Montevallo, AL 35115. 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 March 10, 2006. The original tenant under the Lease was T-Mobile South LLC, a Delaware limited liability company ("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 May 1, 2012 and ending on April 30, 2017, 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 II, 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 II, LLC appreciates your cooperation in this matter. If you have any questions please telephone Marcela Lazarte at 1-800-487-7483, ext. 9916.

20121018000401580 2/5 $24.00
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SBA Monarch Towers II, LLC, a Delaware limited liability company, f/k/a Mobilitie Investments II, LLC

Coleman Prewitt

Kaylin Lou

Neil Seidman
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of September 2012 by Neil Seidman, Vice President of SBA Monarch Towers II, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me.

WITNESS my hand this 28th day of September, 2012.

NICOLE POCCHIA
MY COMMISSION #EE151566
EXPIRES: FEB 27, 2016
Bonded through 1st State Insurance

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

20121018000401580 3/5 $24.00
Shelby Cnty Judge of Probate, AL
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WITNESSES:

Print Name: Robert D. Cornelius

Print Name: R Heath Morris

LESSOR:

Betty R. Ballard, Trustee of the Betty R. Ballard Living Trust dated October 16, 2008

By: _____

Print Name: BETTY R. BALLARD

Title: Trustee

The State of Alabama}

JEFFERSON County}

I, GILBERT M. SULLIVAN, JR a NOTARY, in and for said County in said State, hereby certify that Betty R. Ballard, as Trustee of the Betty R. Ballard Living Trust dated October 16, 2008 whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date. Given under my hand this the 26th day of SEPT, 2012.

_____ (Signature)

GILBERT M. SULLIVAN, JR. NOTARY PUBLIC STATE OF ALABAMA AT LARGE

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 31, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

20121018000401580 4/5 $24.00
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EXHIBIT A

THE LEASED AREA AND EASEMENT DESCRIPTIONS

100' X 100' LEASE AREA

A parcel of land being a part of the lands of Douglas H. and Betty R. Ballard and lying in the Southeast Quarter of the Northwest Quarter of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/4" rebar found at the most northerly northeast corner of a 5 acre parcel of land as described in Instrument no. 1995-33573 as recorded in the Office of the Judge of Probate for said Shelby County, said 1/4" rebar also lying S 01°21'26" E a distance of 6.84 feet from a hub and tack found for a southeast corner of a parcel of land as described in Instrument no. 20050302000094570 in said office; thence S 88°28'51" E along the northerly line of said 5 acre parcel for a distance of 48.67 feet to a point; thence leaving said northerly line N 03°30'54" E for a distance of 484.89 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence continue N 03°30'54" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°29'06" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 03°30'54" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°29'06" W for a distance of 100.00 feet to the Point of Beginning. Said described parcel of land contains 0.23 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT

An easement being a part of the lands of Douglas H. and Betty R. Ballard and lying in the Southeast Quarter of the Northwest Quarter of Section 6, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/4" rebar found at the most northerly northeast corner of a 5 acre parcel of land as described in Instrument no. 1995-33573 as recorded in the Office of the Judge of Probate for said Shelby County, said 1/4" rebar also lying S 01°21'26" E a distance of 6.84 feet from a hub and tack found for a southeast corner of a parcel of land as described in Instrument no. 20050302000094570 in said office; thence S 88°28'51" E along the northerly line of said 5 acre parcel for a distance of 48.67 feet to a point; thence leaving said northerly line N 03°30'54" E for a distance of 484.89 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°29'06" E for a distance of 53.50 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet in width and lying 15 feet each side of the following described centerline; thence S 31°48'25" E for a distance of 24.88 feet to a point; thence S 45°44'48" E for a distance of 111.67 feet to a point; thence S 07°06'10" E for a distance of 77.83 feet to a point; thence S 01°20'19" W for a distance of 93.10 feet to a point; thence along a curve to the left having an arc length of 236.32 feet, a radius of 195.38 feet, and a chord bearing and distance of S 35°49'35" E for 222.32 feet to a point; thence S 71°47'30" E for a distance of 128.29 feet to a point; thence S 00°00'24" W for a distance of 147.13 feet, more or less, to the Point of Ending on County Highway 22. Said described easement contains 0.56 acres, more or less.

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