

Prepared By:

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

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 17th day of May, 2011, by and between **ELSIE JONES, a widow**, having a mailing address of 1945 County Highway 71, Shelby, AL 35143 (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 17th day of May, 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 November 1, 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.

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

"LANDLORD"

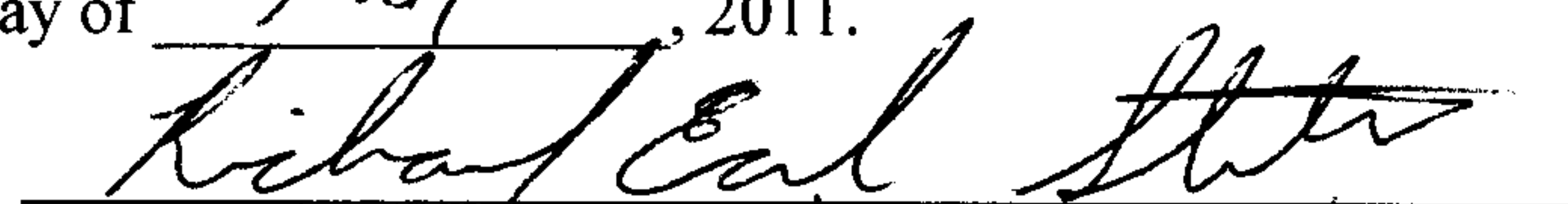

Elsie Jones

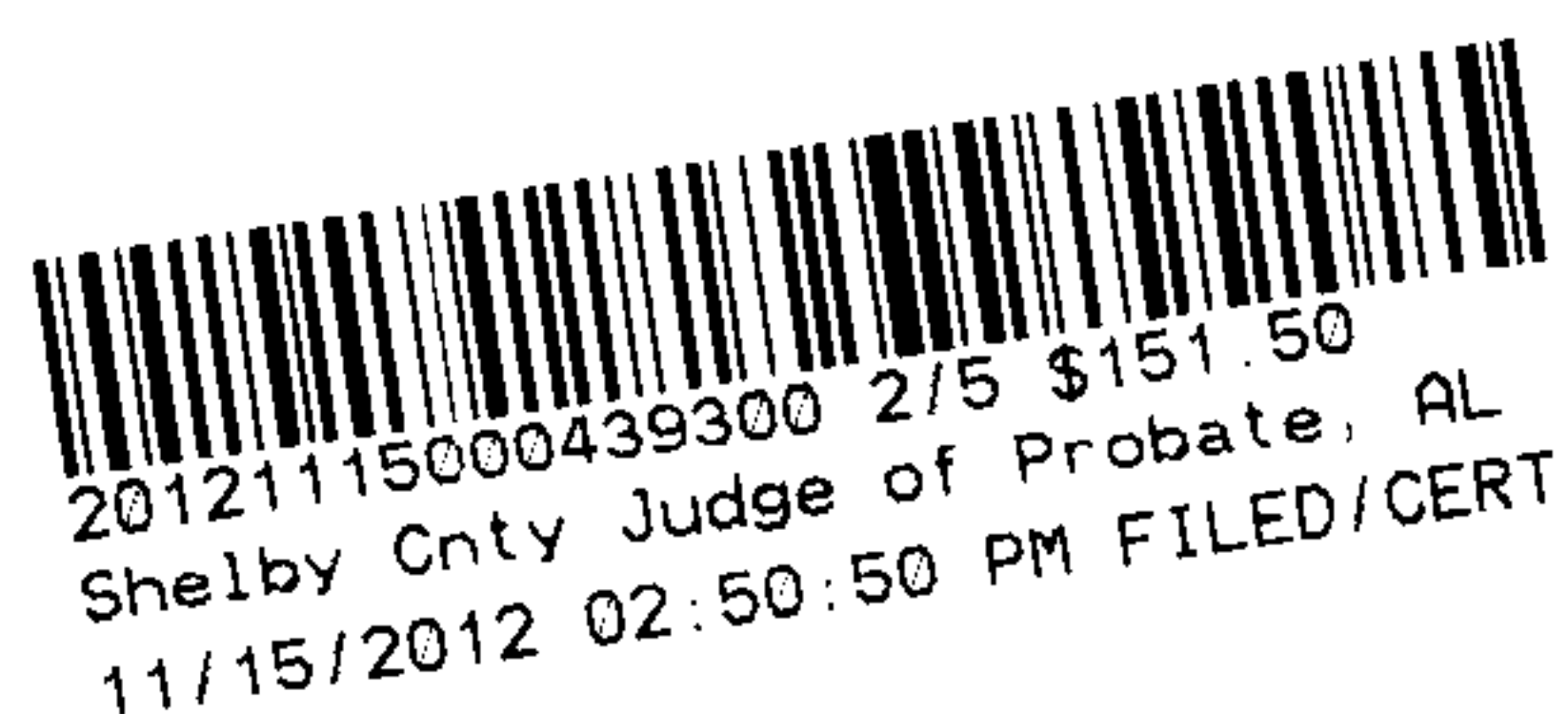
LANDLORD ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF SHELBY)


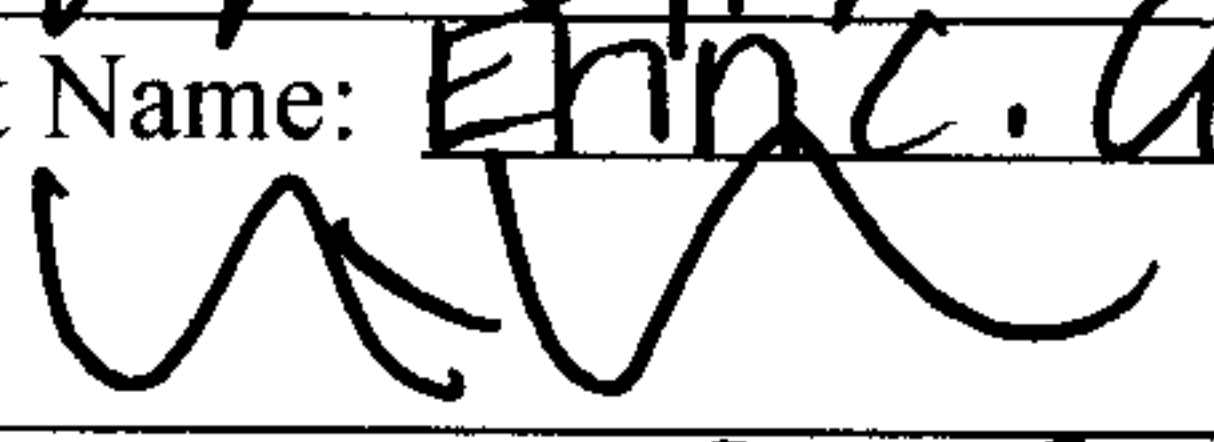
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Elsie Jones, whose name as Landlord, is signed to the foregoing Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the said instrument, she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

GIVEN under my hand this the 11th day of May, 2011.


Notary Public: Richard Earl Stubbs
My Commission Expires: 2-22-14

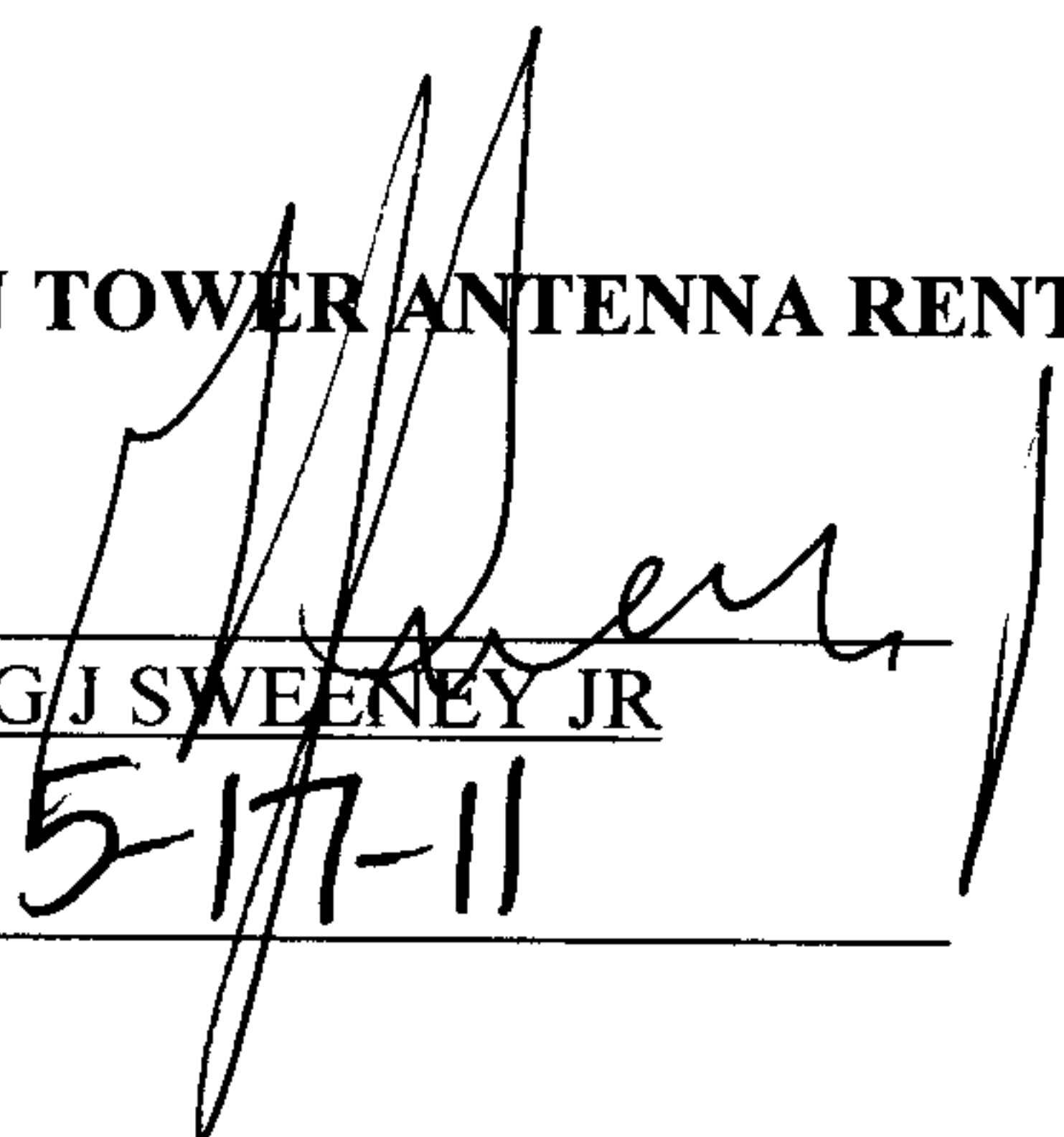


Cell Site Name: Lay Lake


Print Name: Eric C. Cobb

Print Name: MATT ENLUND

"TENANT"

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

By: 
Print Name: G.J. SWEENEY JR
Its: MGR
Date: 5-17-11

TENANT ACKNOWLEDGMENT

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

On the 17th day of May, 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.

Valarie M. Monte
Notary Public: Valarie M. Monte
My Commission Expires: At Death


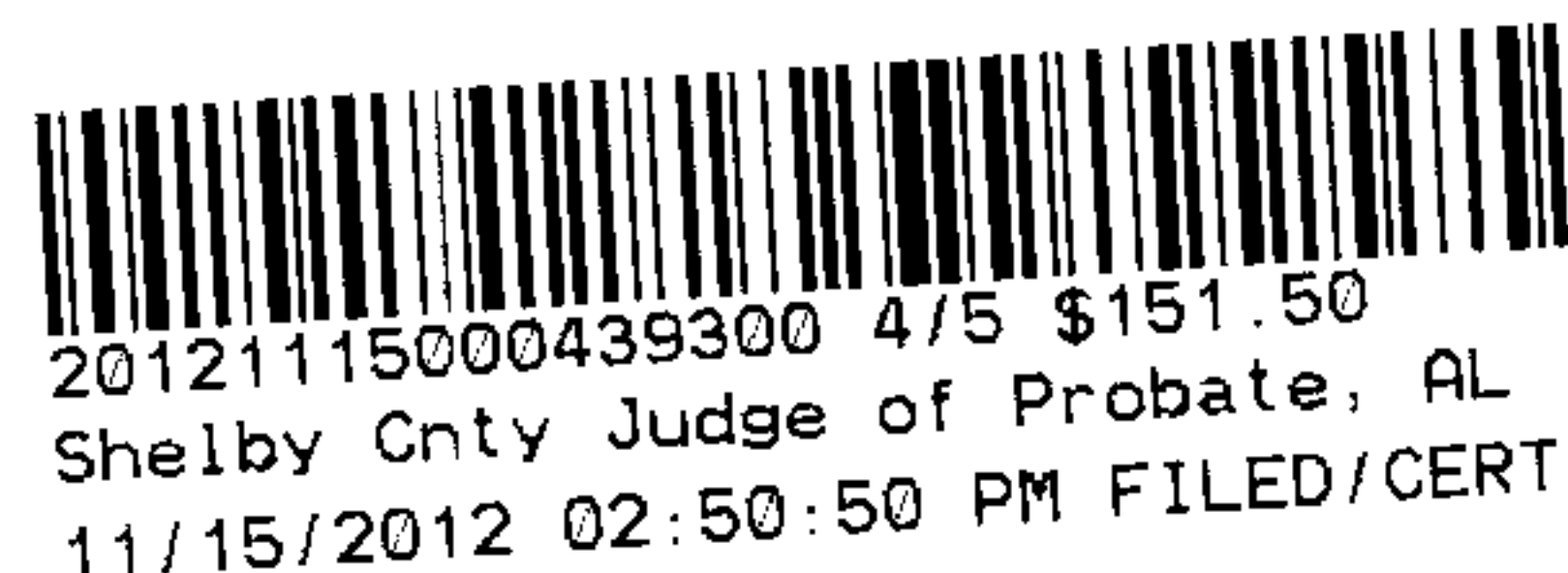

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Shelby Cnty Judge of Probate, AL
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Exhibit 1



100'x100'(AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS) and the POINT OF BEGINNING; thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 87°49'11" E for a distance of 100.00 feet to the POINT OF BEGINNING.

The above described lease area contains 0.23 acres, more or less

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

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 15.01 feet to the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 40 feet in width and lying 20 feet on each side of the following described centerline; thence run S 34°06'57" E for a distance of 237.80 feet to a point; thence run S 30°03'04" E for a distance of 247.53 feet to a point; thence run S 23°47'12" W for a distance of 65.76 feet to the Northerly edge of asphalt of Highway 71 (a public right-of-way) and the POINT OF ENDING.

The bounds of said described easement to adjoin lease area and right-of-way of Highway 71 contiguously and contain 0.51 acres, more or less

LESS AND EXCEPT the right-of-way of Highway 71 over and across said described easement.

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

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 33.91 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run S 20°00'48" E for a distance of 198.15 feet to the POINT OF

ENDING.

The bounds of said described easement to adjoin lease area contiguously and contain 0.18 acres, more or less.

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

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 60.78 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run N 80°00'48" W for a distance of 188.93 feet to the POINT OF ENDING.

The bounds of said described easement to adjoin lease area contiguously and contain 0.18 acres, more or less.

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


An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 87°49'11" E for a distance of 95.28 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run N 39°59'12" E for a distance of 174.56 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.

LESS AND EXCEPT any and all of Parcel No. 33-6-13-0-002-029.00 over and across said described easement.

Shelby County, AL 11/15/2012
State of Alabama
Deed Tax: \$127.50


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Shelby Cnty Judge of Probate, AL
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