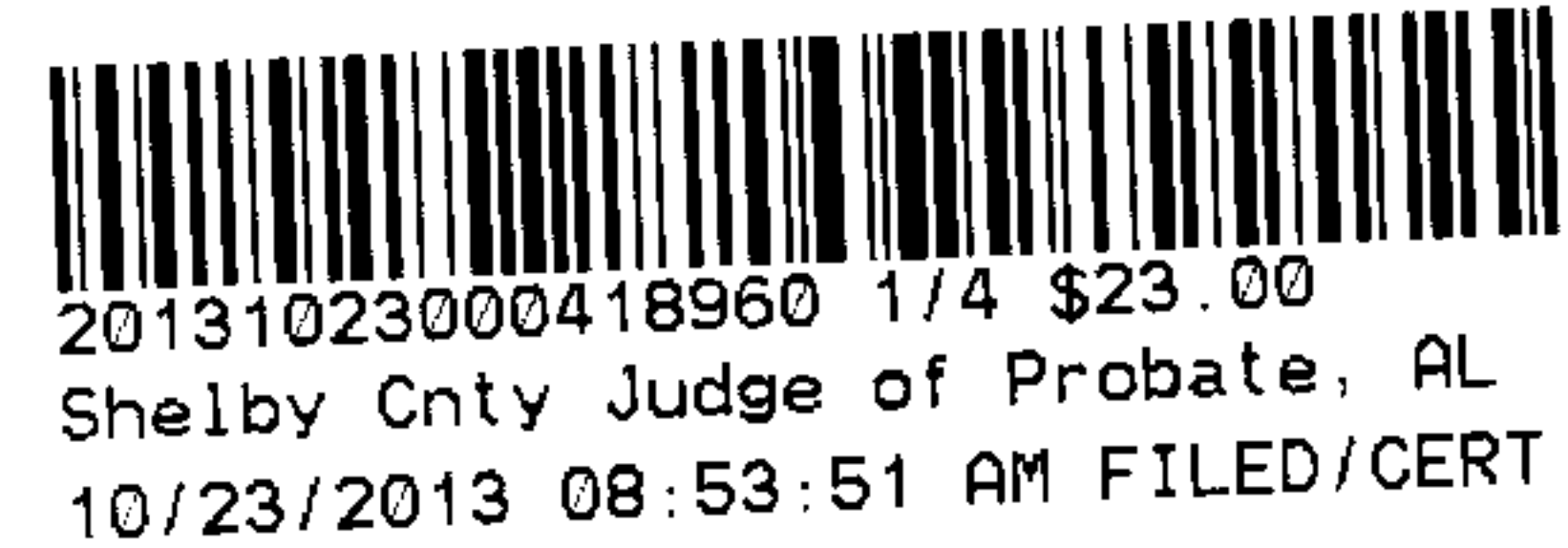


Prepared by, Record and Return to:
J. Coleman Prewitt, Esq
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
Site ID: AL40007-T



MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective as of April 18, 2013, ("Effective Date") by and between SBA MONARCH TOWERS I, LLC, f/k/a MOBILITIE INVESTMENTS, LLC, a Delaware limited liability company ("Assignor") and SBA MONARCH STEEL, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreement(s) described on Exhibit B-1 (the "Assigned Agreements") encumbering the real property described on Exhibit B-2, both attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Pursuant to the Master Assignment, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on Exhibit B-1 attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

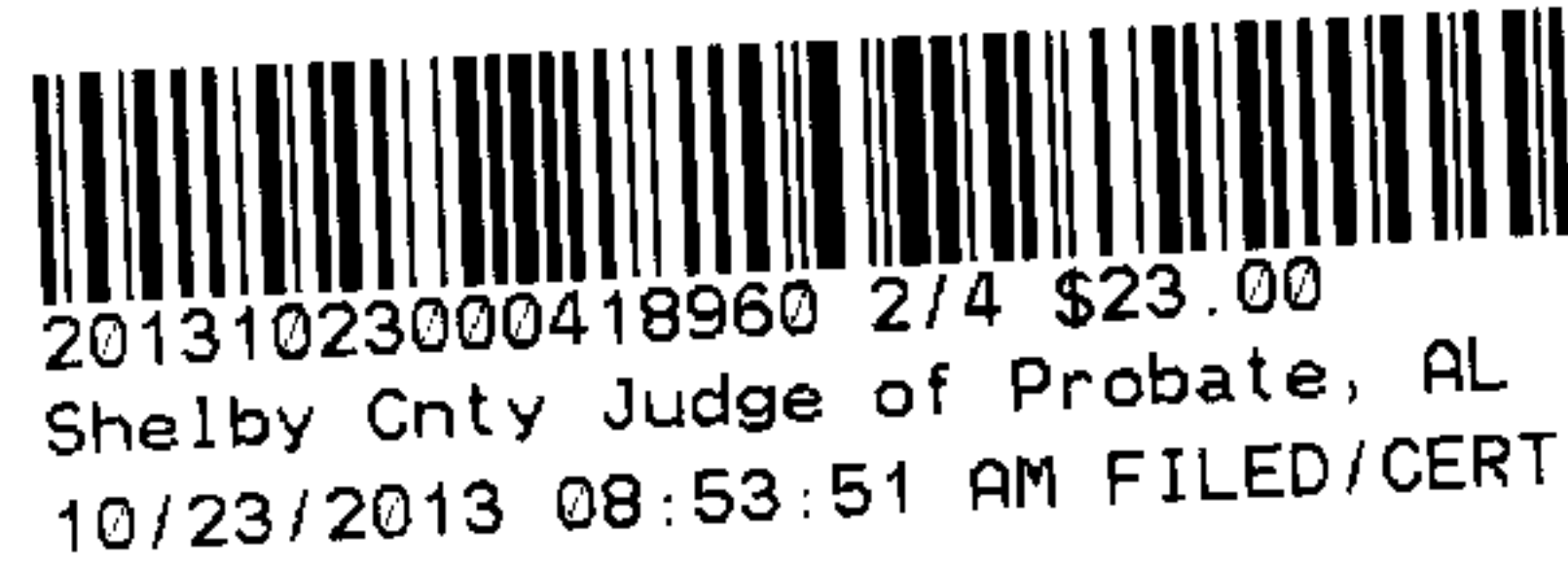
IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed pursuant to due and property authority as of the date indicated below.

ASSIGNOR:

SBA MONARCH TOWERS I, LLC

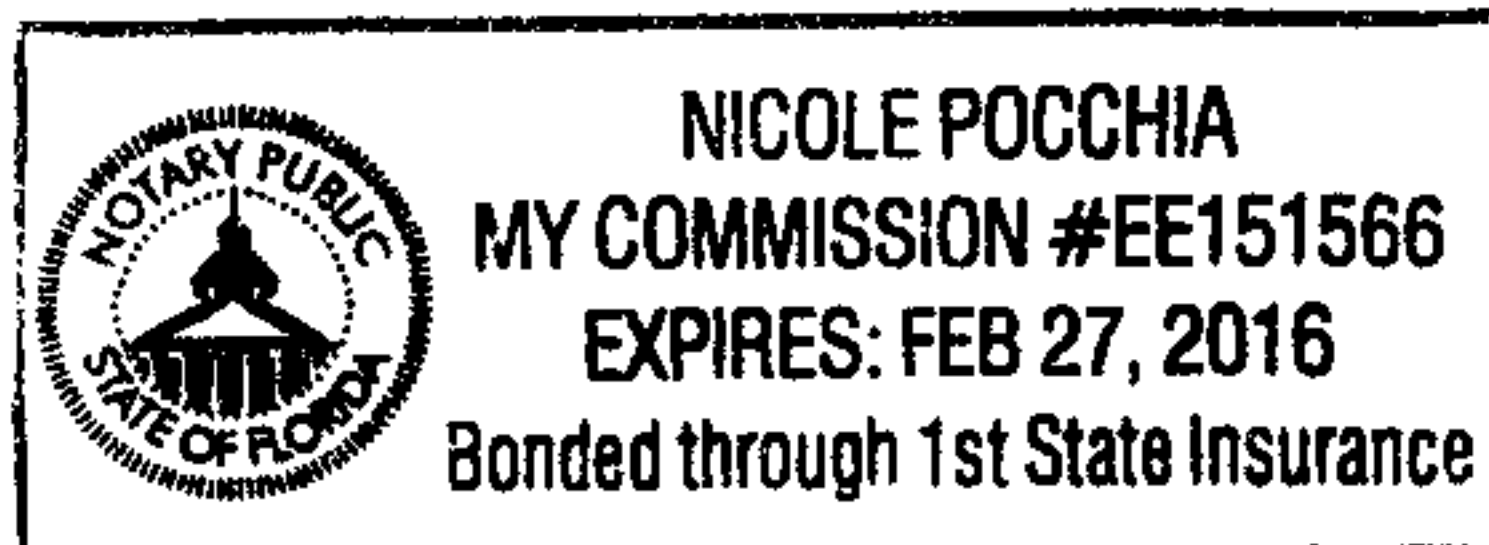
By: _____

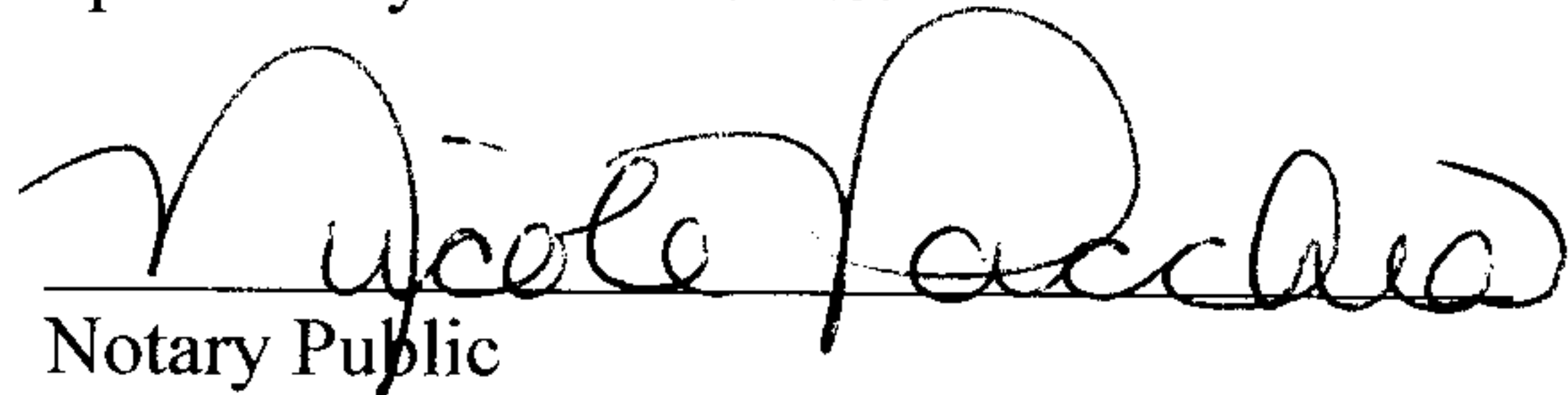
J. Coleman Prewitt
Vice President



State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by J. Coleman Prewitt, Vice President of SBA MONARCH TOWERS I, LLC, successor by merger to SBA MONARCH TOWERS II, LLC, f/k/a MOBILITIE INVESTMENTS II, LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me.




Notary Public

Print Name: Nicole Pocchia

My Commission Expires: February 27, 2016

ASSIGNEE:

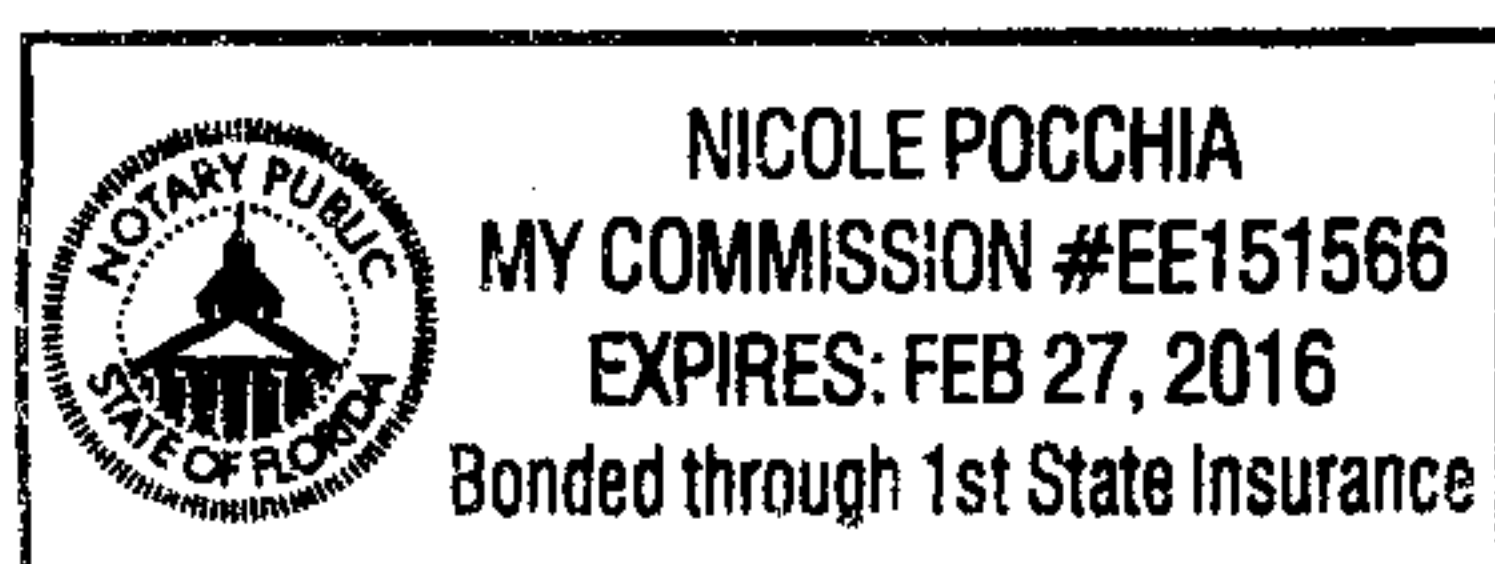
SBA MONARCH STEEL, LLC

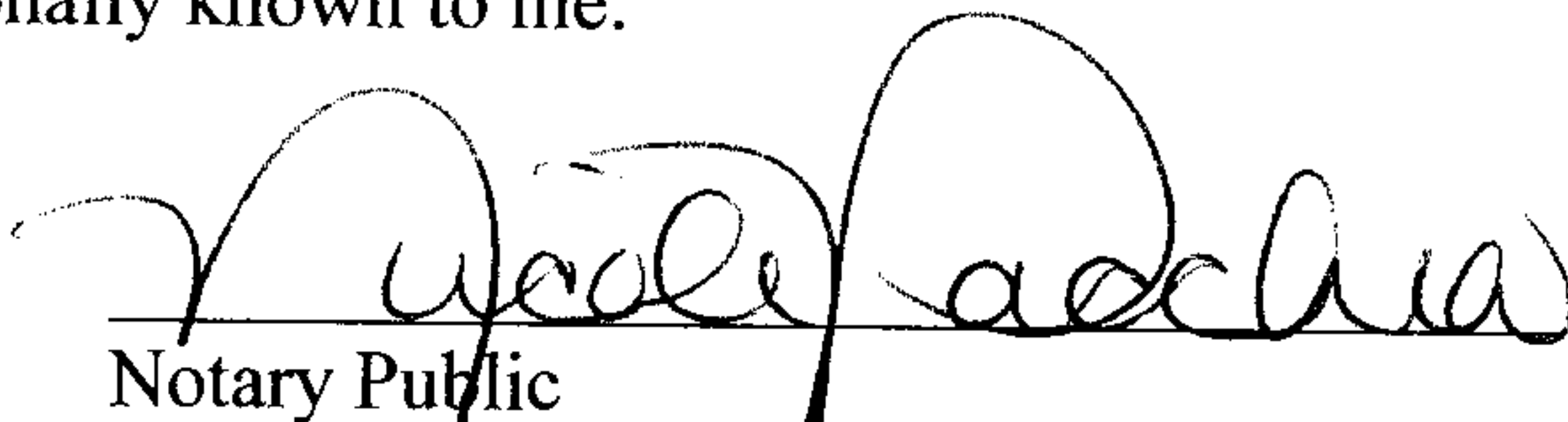
By: _____

J. Coleman Prewitt
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by J. Coleman Prewitt, Vice President of SBA MONARCH STEEL, LLC, a Florida limited liability company, on behalf of the company. The above-named individual is personally known to me.




Notary Public

Print Name: Nicole Pocchia

My Commission Expires: February 27, 2016

Exhibit B-1

Description of the Mortgaged Lease(s)

Communications Site Lease Agreement (Ground) dated February 7, 2006, by and between Donald J. Bonin and wife, Donna H. Bonin, as lessor, and Nextel South Corp., a Georgia corporation, as lessee.

As assigned by an unrecorded Assignment and Assumption Agreement of the Prime Lease, dated as of May 17, 2006, by Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as assignor, to Mobilitie Investments, LLC, as assignee, as may have been, or may hereafter be assigned or amended.

As assigned and further evidenced by a Memorandum of Site Lease Agreement, dated as of May 17, 2006, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications and Mobiltie Investments, LLC and recorded in the Shelby County, Alabama Land Records, on July 14, 2006, in Instrument No. 20060714000340390, as may have been, or may hereafter be assigned or amended.

Mobilitie Investments, LLC is n/k/a SBA Monarch Towers I, LLC, a Delaware limited liability company.

As evidenced by that certain Confirmation and Memorandum of Lease, dated September 19, 2012, by and between Donald J. Bonin and Donna H. Bonin, as lessor, and SBA Monarch Towers I, LLC, a Delaware limited liability company, as lessee, and recorded in the Shelby County, Alabama Land Records, on October 15, 2012, in Instrument No. 20121015000396090.

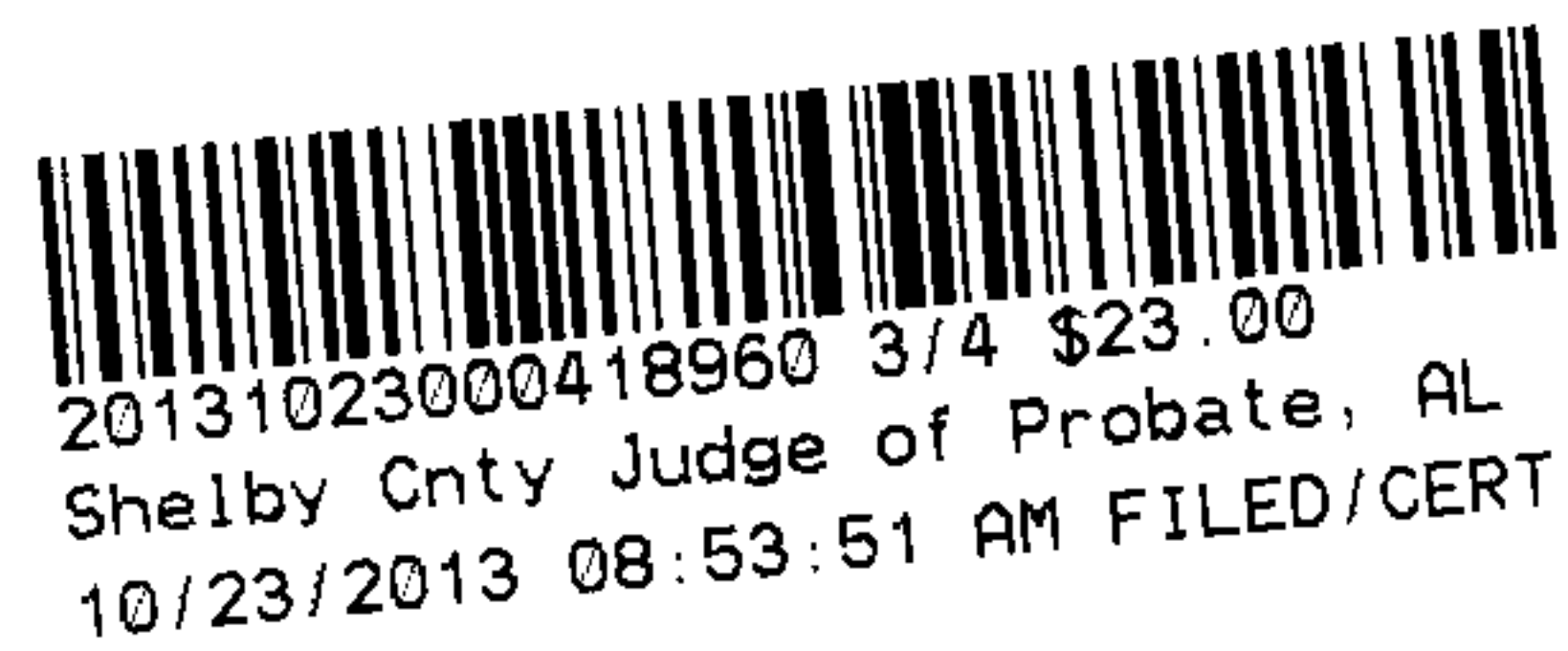


Exhibit B-2

Leasehold Interest

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 218.14 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 55 degrees 43 minutes 00 seconds left and run northerly 135.50 feet to a steel pin corner; thence turn 48 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 northerly 186.40 feet to a steel pin corner; thence turn 53 degrees 13 minutes 00 seconds left and run northerly 643.35 feet to a point in the centerline of LAKEWOOD LANE, a short surfaced public road; thence turn 44 degrees 42 minutes 39 seconds right and run northerly along centerline of said road 171.29 feet to a point; thence turn 108 degrees 22 minutes 43 seconds right and run northerly 799.81 feet to a steel pin corner; thence turn 62 degrees 30 minutes 37 seconds left and run northerly 198.77 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 46 minutes 19 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 gravel easement along the northerly 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 421.00 feet to a point; thence turn 90 degrees 40 minutes 19 seconds left and run westerly 198.77 feet to a point; thence turn 82 degrees 30 minutes 37 seconds right and run northerly 363.00 feet to a point; thence turn 90 degrees 00 minutes 00 seconds left and run northerly 18.0 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 northerly a distance of 430.40 feet to a point in the centerline of LAKEWOOD LANE and the end of easement. This easement being ten feet on either side of just described centerline.

According to the survey of Joseph E. Cook, Alabama PLS #3049, dated July 22, 1996.



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Shelby Cnty Judge of Probate, AL
10/23/2013 08:53:51 AM FILED/CERT