

(The above space is reserved for recording information)

This Document Prepared By and

After Recording, Return To:

Hartman Simons & Wood LLP
6400 Powers Ferry Road
Suite 400
Atlanta, Georgia 30339
Attn: Yvette Fallone-Tietje, Esq.

Cross Reference:

Instrument #20130117000024820
Instrument #20130814000330550
Probate Court of Shelby County, AL

Site Name/Location: CIG0227AL_Island Road

FIRST AMENDMENT TO MEMORANDUM OF LEASE

(CIG0227AL_Island Road)

This First Amendment to Memorandum of Lease (this "Amendment") is made and entered into this 1st day of June, 2014, by and between **THE WESTERVELT COMPANY, INC.** ("Landlord"), having a mailing address of 1400 Jack Warner Parkway, Tuscaloosa, Alabama 35404, and **CIG COMP TOWER, LLC**, a Delaware limited liability company ("Tenant"), having a mailing address of Five Concourse Parkway, Suite 3150, Atlanta, Georgia 30328.

WITNESSETH:

A. Southern Tower Antenna Rental II, L.L.C. ("STAR") and Landlord are parties to that certain Option and Lease Agreement, having an effective date of September 18, 2012 (as assigned and as amended and modified from time to time, the "Lease"), as evidenced by that certain Memorandum of Lease dated September 12, 2012, recorded on January 17, 2013, as Instrument #20130117000024820, in the Office of the Probate Court of Shelby County, Alabama (as assigned and as amended and modified from time to time, the "MOL"), as assigned to Tenant by that certain Assignment and Assumption of Real Property Lease by and between STAR, as assignor, and Tenant, as assignee, dated July 31, 2013, recorded on August 14, 2013, as Instrument #20130814000330550, aforesaid records, for certain real property located in Shelby County, Alabama, as more particularly described therein (the "Property"), along with certain easements for ingress, egress and utilities over the Property (the "Easements"), which Property and Easements are more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Shelby County, AL 06/05/2014
State of Alabama
Deed Tax: \$65.00

C. Landlord and Tenant are entering into that certain First Amendment to Option and Lease Agreement as of even date herewith to amend certain terms of the Lease as more particularly set forth therein (the "Lease Amendment"); and

D. Landlord and Tenant now desire to enter into this Amendment to modify the terms of the MOL as more particularly set forth herein.

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Landlord and Tenant agree as follows:

1. Paragraph 1 of the MOL is hereby deleted in its entirety and the following is inserted in lieu thereof:


"1. **LEASE TERM.** The term of the Lease shall commence on December 1, 2012 (the "Commencement Date") and shall terminate on December 1, 2042."

2. Landlord and Tenant acknowledge that the rent for the entire term of the Lease has been prepaid by Tenant to Landlord as set forth in the Lease Amendment. No additional rent shall be payable by Tenant under the Lease.

3. The purpose of this Amendment is to give written notice of the Lease, as amended by the Lease Amendment, and all of the rights created thereby. This Amendment is a summary in nature only and is not intended, and shall not be construed, to affect the terms of the Lease, as amended by the Lease Amendment, or the rights of the parties thereunder, which are governed solely by the terms of the Lease, as amended by the Lease Amendment.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all shall constitute one and the same Amendment.

[Signatures begin on following pages.]


20140605000169700 2/5 \$91.00
Shelby Cnty Judge of Probate, AL
06/05/2014 09:38:53 AM FILED/CERT

IN WITNESS WHEREOF, the parties have executed this First Amendment to Memorandum of Lease as of the day and year first above-written.

Signed, sealed and delivered
in the presence of:

LANDLORD:

THE WESTERVELT COMPANY, INC., an
Alabama corporation

J Ray Cohen
Witness
Preasha J Smith
Witness

By: Robert A. Rimer (Seal)
Name: Robert A. Rimer
Title: Corporate Land Manager

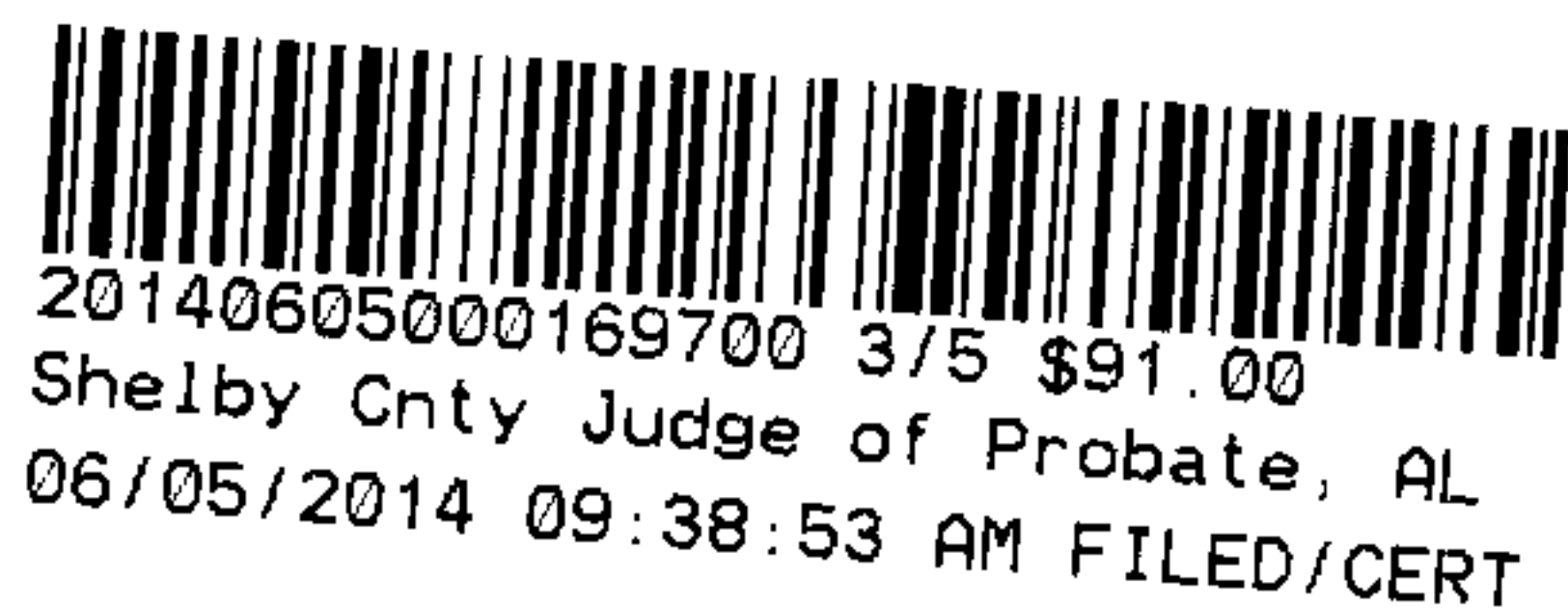
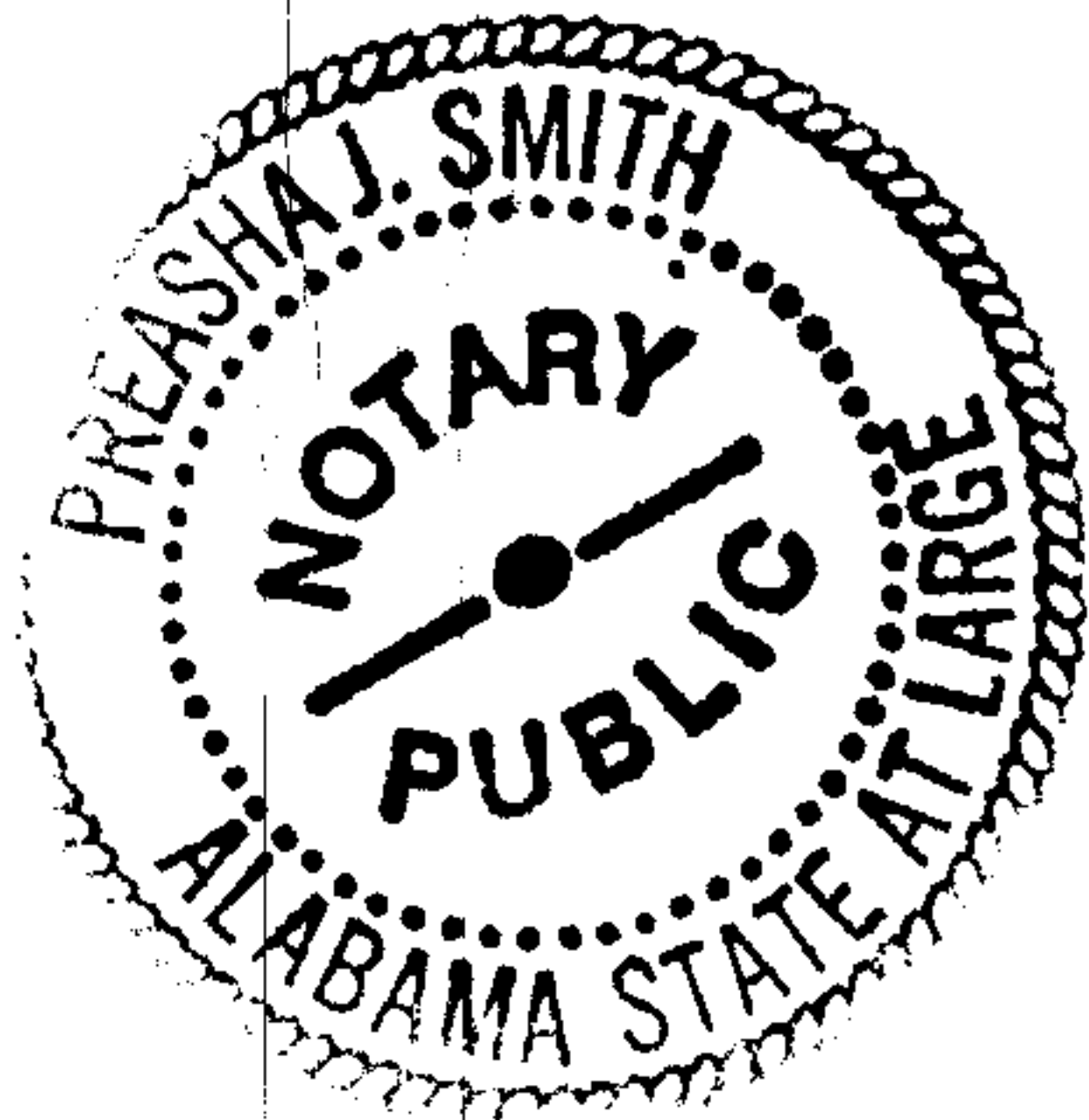
State of Alabama
County of Jackson

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Robert A. Rimer, the Corporate Land Manager of THE WESTERVELT COMPANY, INC., an Alabama corporation, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand, at office, this 15th day of May, 2014.

Preasha J Smith
Notary Public
My Commission Expires: 11/23/15

NOTARY SEAL



Signed, sealed and delivered
in the presence of:

[Signature]
Witness

[Signature]
Witness

TENANT:

CIG COMP TOWER, LLC, a Delaware
limited liability company

By: Specialty Towers Management, LLC, a
Delaware limited liability company, its
Manager

By: [Signature]
Name: Paul McGinn
Title: Chief Executive Officer

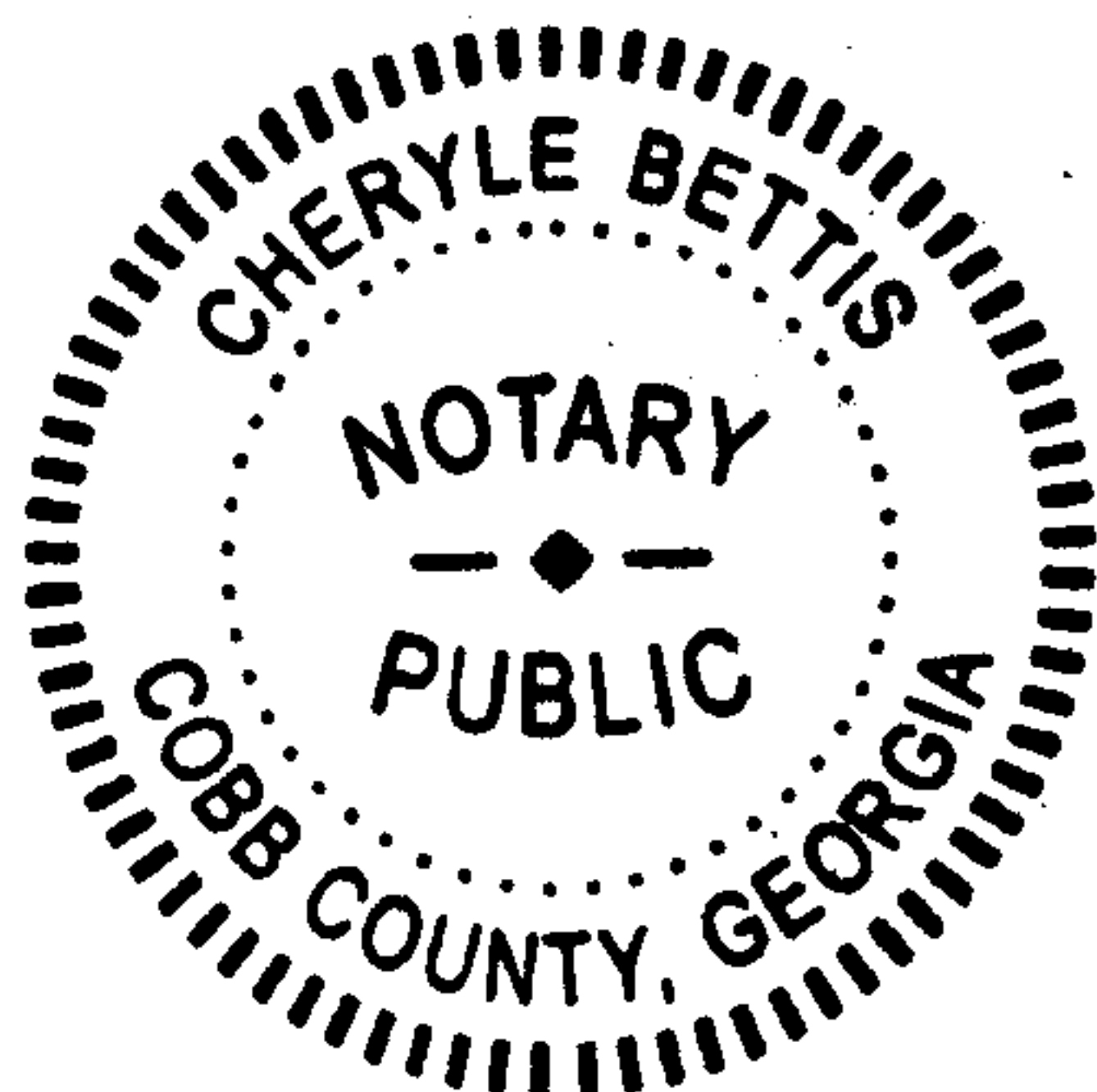
State of Georgia
County of Fulton

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Paul McGinn, the Chief Executive Officer of SPECIALTY TOWERS MANAGEMENT, LLC, a Delaware limited liability company, Manager of CIG COMP TOWER, LLC, a Delaware limited liability company, 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand, at office, this 29 day of May, 2014.

[Signature]
Notary Public
My Commission Expires:

NOTARY SEAL



My commission expires June 29, 2017

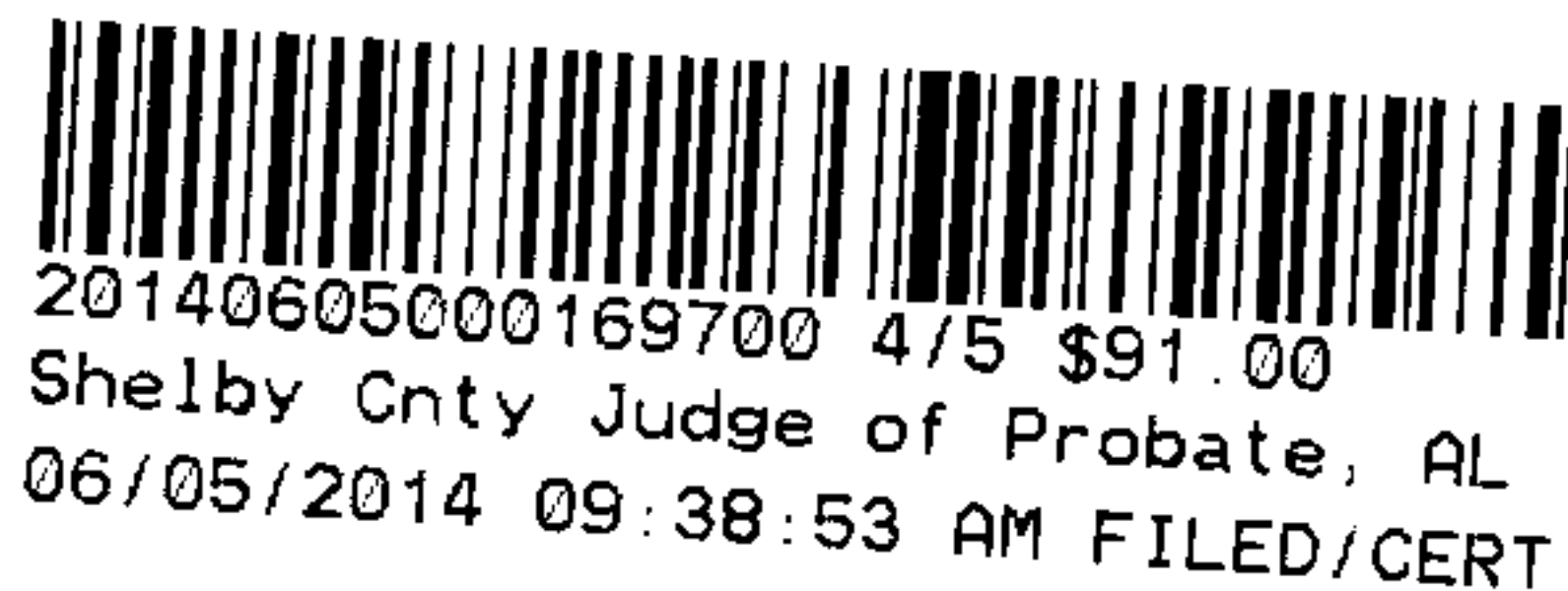


EXHIBIT "A"

Legal Description of the Property and Easements

PROPERTY: 60'X60' LEASE AREA

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA; THENCE S20°51'14"E A DISTANCE OF 30.00 FEET TO A $\frac{1}{2}$ " IRON ROD SET AND THE POINT OF BEGINNING; THENCE S69°08'46"W A DISTANCE OF 60.00 FEET TO A $\frac{1}{2}$ " IRON ROD SET; THENCE N20°51'14"W A DISTANCE OF 60.00 FEET TO A $\frac{1}{2}$ " IRON ROD SET; THENCE N69°08'46"E A DISTANCE OF 60.00 FEET TO A $\frac{1}{2}$ " IRON ROD SET; THENCE S20°51'14"E A DISTANCE OF 60.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRE (3,600 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

EASEMENTS: 40' WIDE ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

20140605000169700 5/5 \$91.00
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