

[SPACE ABOVE LINE FOR RECORDER'S USE ONLY]

**To the Chancery Clerk of DeSoto County, Mississippi:
The real property described herein lies in DeSoto County, Mississippi,
situated in Section 33, Township 2 South, Range 9 West.**

This Instrument Prepared By
And Upon Recording Return To:
Waller Lansden Dortch & Davis (AMK)
511 Union St., Suite 2700
Nashville, TN 37219
(615) 850-6054

MEMORANDUM OF SUPPLEMENT

(Site Name: Eudora; GL Market No. 100036; Location No. 176283)

THIS MEMORANDUM, made this 29th day of January, 2008, between Tower Ventures III, LLC, a Tennessee limited liability company with its principal offices at 2000 Corporate Drive, Canonsburg, PA 15317, hereinafter designated "LESSOR" and Verizon Wireless Tennessee Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal offices located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated "LESSEE".

1. LESSOR and LESSEE entered into a Supplement dated January 29, 2008 to that certain Master Lease Agreement dated November 30, 2000, as amended. Such Supplement has a term of ten (10) years. The Supplement may be extended for up to three (3) additional five (5) year terms.

2. In consideration of the payments, and subject to the terms and conditions, set forth in the Master Lease Agreement and applicable Supplement thereto, LESSOR has leased or subleased to LESSEE certain space ("Verizon Wireless Pad/Area"), more particularly delineated in Exhibit "1" attached hereto and made a part hereof, at that certain property located in the City of Lake Cormorant, DeSoto County, State of Mississippi ("Site"), which Site is a parcel containing approximately 10,000 square feet, as more particularly described in Exhibit "2" attached hereto and made a part hereof. The lease or sublease includes the non-exclusive appurtenant rights for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, over, under or along an existing right of way extending from the nearest public right of way and the non-exclusive appurtenant rights for the installation and maintenance of utility wires, poles, cables, conduits and pipes over, under or along an existing right of way extending from the nearest public right of way and from the ingress and egress easement.

3. The Supplement commences on the earlier of: (i) the commencement of installation of equipment at the site, or (ii) March 1, 2008. A copy of the Master Lease Agreement and applicable Supplement thereto is on file in the offices of LESSOR and LESSEE.

4. The terms, covenants and provisions of the Master Lease Agreement and applicable Supplement thereto, of which this is a Memorandum, shall extend to and be binding upon the respective administrators, successors and assigns of LESSOR and LESSEE.

IN WITNESS WHEREOF, hereunto LESSOR and LESSEE have caused this Memorandum to be duly executed on the day and year first written above.

LESSOR: Tower Ventures III, LLC,
a Tennessee limited liability company

By: 
Print Name: _____
Print Title: Robert Long
South Area Director of Finance

LESSEE: VERIZON WIRELESS TENNESSEE
PARTNERSHIP d/b/a Verizon Wireless

By: Cellco Partnership, Its General Partner

By:  Hans F. Leutenegger
Hans F. Leutenegger
Area Vice President, Network, South Area

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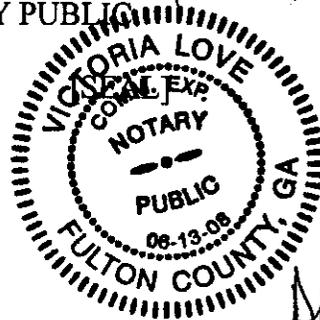
STATE OF Georgia
COUNTY OF Fulton

Before me, the undersigned, a Notary Public of the state and county mentioned, personally appeared Robert Long, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her/himself to be the ~~South Area Vice President~~ Tower Ventures III, LLC, a Tennessee limited liability company, the within named bargainer, and that s/he as such _____ of Tower Ventures III, LLC, executed the foregoing instrument for the purpose therein contained, by personally signing the name of _____ by her/himself as _____ of the limited liability company.

Witness my hand and seal, at office in Alpharetta, Georgia, this 29 day of January, 2008.

Victoria Love
NOTARY PUBLIC

My Commission Expires: 6-13-08



STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

Shane Taroupe for

Before me, the undersigned, a Notary Public, personally appeared Hans F. Leutenegger, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Area Vice President, Network, South Area of Celco Partnership, a general partnership and the General Partner of Verizon Wireless Tennessee Partnership, the within named bargainer, a general partnership, and that he as such Area Vice President, Network, South Area of the General Partner of Verizon Wireless Tennessee Partnership, executed the foregoing instrument for the purpose therein contained, by personally signing the name of Verizon Wireless Tennessee Partnership by himself as Area Vice President, Network, South Area of the General Partner.

Witness my hand and seal, at office in Charlotte, NC, this 23 day of January, 2008.

Jean M. Musa
NOTARY PUBLIC

My Commission Expires: _____

[SEAL]



EXHIBIT "1"

DRAWING OF VERIZON WIRELESS PAD/AREA

[Verizon Wireless Tennessee Partnership d/b/a/ Verizon Wireless
is referred to as "New Lessee" on attached Site Plan]

1857547.2

NOTES:

1. THIS IS NOT AN AS-BUILT SURVEY. EXISTING EQUIPMENT LOCATIONS INSIDE FENCED AREA HAVE BEEN APPROXIMATED ACCORDING TO TAPED MEASUREMENTS BY TELECAD WRITERS SITE DESIGN ON 02/21/07. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION. FIELD VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. THE PROPOSED USE DOES NOT REQUIRE FULL OR PART TIME EMPLOYEES AT THE SITE.
3. FOR GENERAL SITE WORK NOTES, SEE SHEET C1.
4. FOR ELECTRICAL SYMBOLS, SEE SHEETS E1 & E2.
5. ALL NORTH ARROWS ON SITE PLANS ARE TRUE NORTH, UNLESS OTHERWISE SPECIFIED.

REFERENCE NOTES:

5. TOWER ELEVATION, SEE DETAIL SHEET C3.

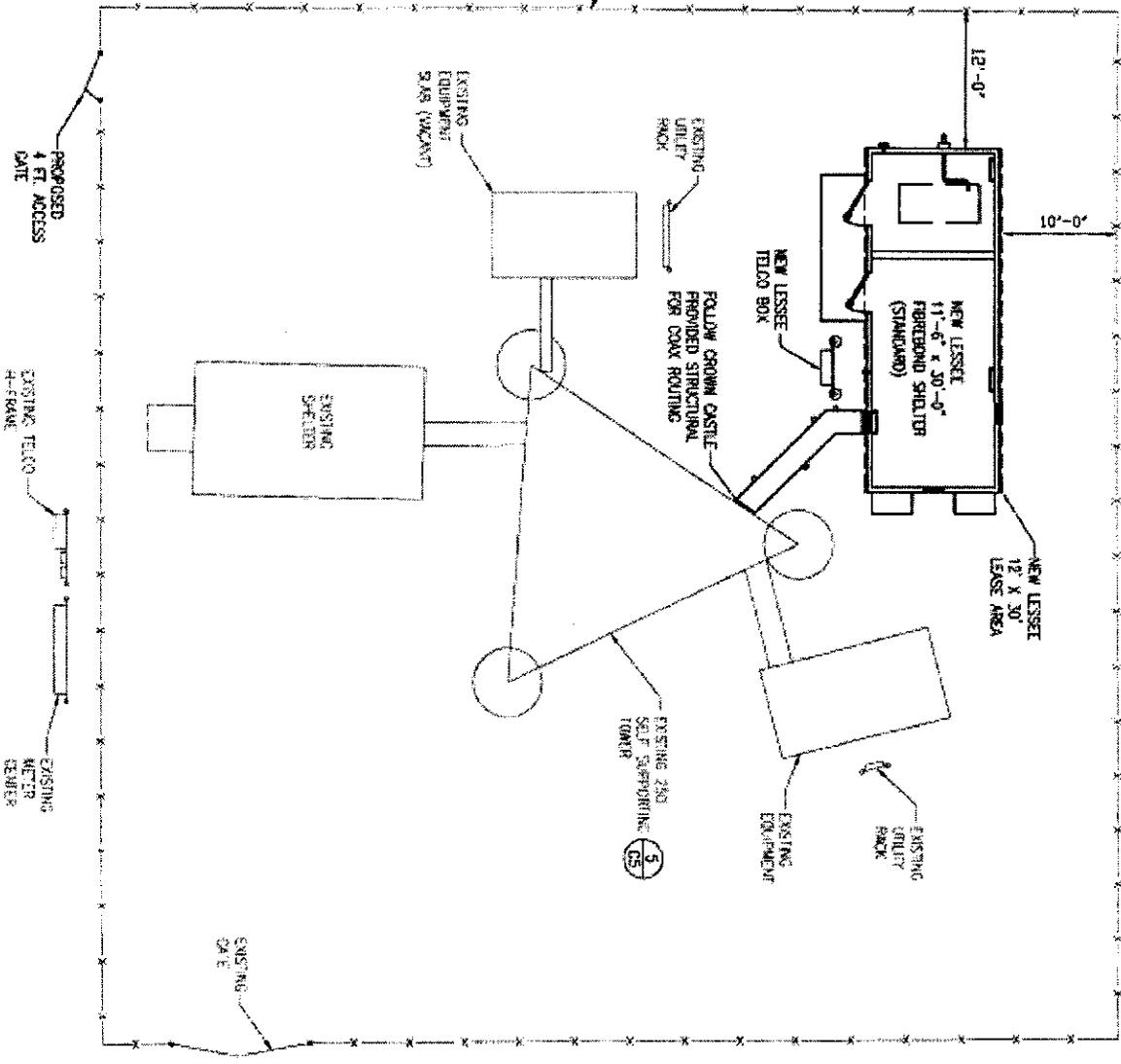
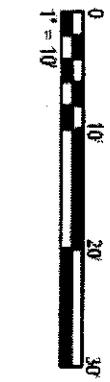


EXHIBIT "2"

LEGAL DESCRIPTION OF SITE

Description of Proposed Lease Parcel being a part of the Detroit McGowan property recorded in Book 87, Page 495 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Commencing at a found 1" pipe, said point being the southeast corner of the Detroit McGowan property recorded in Book 87, Page 495; thence north 41 degrees 45 minutes 48 seconds west across said property recorded in Book 87, Page 495, 757.34 feet to a set 1/4" rebar with plastic cap, said point being the southeast corner of the Proposed Lease Parcel and the Point of Beginning; thence across said property recorded in Book 87, Page 495 the following calls: north 89 degrees 09 minutes 49 seconds west, 100.00 feet to a set 1/4" rebar with plastic cap; north 00 degrees 50 minutes 11 seconds east, 100.00 feet to a set 1/4" rebar with plastic cap; south 89 degrees 09 minutes 49 seconds east, 100.00 feet to a set 1/4" rebar with plastic cap; south 00 degrees 50 minutes 11 seconds west, 100.00 feet to the point of beginning and containing 10,000 square feet or 0.230 acres of land.

DESCRIPTION (PROPOSED 20' WIDE ACCESS EASEMENT NO. 1):

Description of Proposed 20' Wide Access Easement No. 1 across part of the Detroit McGowan property recorded in Book 87, Page 495 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Beginning at a set 1/2" rebar with plastic cap, said point being the southeast corner of the above described Proposed Lease Parcel; thence north 00 degrees 50 minutes 11 seconds east with the east line of said Proposed Lease Parcel, 24.45 feet; thence southwardly across the Detroit McGowan property recorded in Book 87, Page 495 the following calls: south 54 degrees 03 minutes 16 seconds east, 179.42 feet; south 53 degrees 36 minutes 05 seconds west, 79.63 feet; south 59 degrees 40 minutes 35 seconds west, 124.98 feet; south 64 degrees 08 minutes 21 seconds west, 77.58 feet; south 82 degrees 13 minutes 57 seconds west, 41.61 feet; south 60 degrees 12 minutes 30 seconds west, 13.26 feet to a point in the east line of the Celestine Dye property recorded in Book 279, Page 725; thence north 00 degrees 50 minutes 11 seconds east with the east line of said property recorded in Book 279, Page 725, 23.24 feet; thence westwardly across said property recorded in Book 87, Page 495 the following calls: north 60 degrees 12 minutes 30 seconds east, 7.31 feet; north 82 degrees 13 minutes 57 seconds east, 42.32 feet; north 64 degrees 08 minutes 21 seconds east, 73.61 feet; north 59 degrees 40 minutes 35 seconds east, 123.14 feet; north 54 degrees 03 minutes 16 seconds west, 138.01 feet to the point of beginning and containing 9,341 square feet or 0.219 acres of land.

DESCRIPTION (PROPOSED 20' WIDE ACCESS EASEMENT NO. 3):

Description of Proposed 20' Wide Access Easement No. 3 across part of the Detroit McGowan property recorded in Book 87, Page 495 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Commencing at a found 3/8" rebar, said point being the northwest corner of the Celestine Dye property recorded in Book 279, Page 725; thence south 00 degrees 50 minutes 11 seconds west with the west line of said property recorded in Book 279, Page 725, 342.06 feet to the Point of Beginning; thence continuing south 00 degrees 50 minutes 11 seconds west with the west line of said property recorded in Book 279, Page 725, 21.36 feet; thence westwardly across said property recorded in Book 279, Page 725 the following calls: south 70 degrees 18 minutes 34 seconds west, 144.50 feet; north 82 degrees 58 minutes 47 seconds west, 80.65 feet; south 68 degrees 13 minutes 19 seconds west, 30.61 feet; south 41 degrees 56 minutes 23 seconds west, 38.96 feet to a point in the south line of the Detroit McGowan property recorded in Book 87, Page 495; thence north 89 degrees 09 minutes 49 seconds west with the south line of said property recorded in Book 87, Page 495, 26.54 feet; thence eastwardly across said property recorded in Book 87, Page 495 the following calls: north 41 degrees 56 minutes 23 seconds east, 61.08 feet; north 68 degrees 13 minutes 19 seconds east, 40.41 feet; south 82 degrees 58 minutes 47 seconds east, 81.04 feet; north 70 degrees 18 minutes 34 seconds east, 147.24 feet to the point of beginning and containing 6,245 square feet or 0.143 acres of land.

DESCRIPTION (PROPOSED 30' WIDE UTILITY EASEMENT NO. 1):

Description of Proposed 30' Wide Utility Easement No. 1 across part of the Detroit McGowan property recorded in Book 87, Page 495 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Beginning at a set 1/2" rebar with plastic cap, said point being the southwest corner of the above described Proposed Lease Parcel; thence south 89 degrees 09 minutes 49 seconds west with the south line of said Proposed Lease Parcel, 35.13 feet; thence south 32 degrees 11 minutes 52 seconds west across the Detroit McGowan property recorded in Book 87, Page 495, 158.10 feet to a point in the east line of the Celestine Dye property recorded in Book 279, Page 725; thence north 00 degrees 50 minutes 11 seconds east with the east line of said property recorded in Book 279, Page 725, 24.05 feet to a found 3/8" rebar, said point being the northeast corner of said property recorded in Book 279, Page 725; thence north 89 degrees 09 minutes 49 seconds west with the north line of said property recorded in Book 279, Page 725, 20.48 feet; thence north 32 degrees 11 minutes 52 seconds east across said property recorded in Book 87, Page 495, 129.94 feet to the point of beginning and containing 4,074 square feet or 0.094 acres of land.

Also, the following described real estate:

Description of Proposed Leased Parcel being part of the Celestine Dye property recorded in Book 279, Page 725 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Commencing at a found 3/8" rebar, said point being the northwest corner of the Celestine Dye property recorded in Book 279, Page 725; thence south 00 degrees 50 minutes 11 seconds west with the west line of said property recorded in Book 279, Page 725, 342.06 feet to the Point of Beginning; thence across said property recorded in Book 279, Page 725 the following calls: north 70 degrees 18 minutes 34 seconds east, 67.32 feet; north 54 degrees 39 minutes 02 seconds east, 193.54 feet; north 42 degrees 25 minutes 07 seconds east, 90.81 feet; north 60 degrees 12 minutes 30 seconds east, 58.90 feet to a point in the east line of said property recorded in Book 279, Page 725; thence south 00 degrees 50 minutes 11 seconds west with the east line of said property recorded in Book 279, Page 725, 23.24 feet; thence westwardly across said property recorded in Book 279, Page 725 the following calls: south 60 degrees 12 minutes 30 seconds west, 43.93 feet; south 42 degrees 25 minutes 07 seconds west, 89.83 feet; south 54 degrees 39 minutes 02 seconds west, 198.43 feet; south 70 degrees 18 minutes 34 seconds west, 77.56 feet to a point in the west line of said property recorded in Book 279, Page 725; thence north 00 degrees 50 minutes 11 seconds east with the west line of said property recorded in Book 279, Page 725, 21.36 feet to the point of beginning and containing 8,203 square feet or 0.188 acres of land.

Description of Proposed 30' Wide Utility Easement No. 2 across part of the Celestine Dye property recorded in Book 279, Page 725 and being located in the Southwest Quarter of the Northeast Quarter of Section 33, Township 2 South, Range 9 West, DeSoto County, Mississippi:

Beginning at a found 3/8" rebar, said point being the northeast corner of the Celestine Dye property recorded in Book 279, Page 725; thence south 00 degrees 50 minutes 11 seconds west with the east line of said property recorded in Book 279, Page 725, 24.05 feet; thence across said property recorded in Book 279, Page 725 the following calls: south 32 degrees 11 minutes 52 seconds west, 238.95 feet; north 57 degrees 48 minutes 08 seconds west, 30.00 feet; north 32 degrees 11 minutes 52 seconds east, 248.83 feet to a point in the north line of said property recorded in Book 279, Page 725; thence south 89 degrees 09 minutes 49 seconds east with the north line of said property recorded in Book 279, Page 725, 20.48 feet to the point of beginning and containing 7,563 square feet or 0.174 acres of land.