

Shelby County, AL 10/31/2014
State of Alabama
Deed Tax: \$383.50

Prepared by and Return to:
Rosenberg & Clark, LLC
400 Poydras Street, Suite 1680
New Orleans, LA 70130
Attn: Staci Rosenberg
(504) 620-5400

Source of Title:


**Memorandum of Lease recorded on 12/21/13 as No.
201312000465660**

**Assignment and Assumption of Option and Lease
Agreement recorded at**

All in the Shelby County Probate Court Office, AL

Re: Cell Site # _____; Cell Site Name: Columbiana Relo
Fixed Asset Number: 12559947
State: Alabama
County: Shelby

**MEMORANDUM
OF
SUBLEASE**


20141031000344280 1/7 \$415.50
Shelby Cnty Judge of Probate, AL
10/31/2014 01:48:20 PM FILED/CERT

This Memorandum of Sublease is entered into on this 25 day of Apr, 2014, by and between Nova Towers LLC, a Delaware limited liability company, having a mailing address of 1720 Peachtree Street, Suite 629, Atlanta, GA ("Sublessor") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 (hereinafter referred to as "Sublessee").

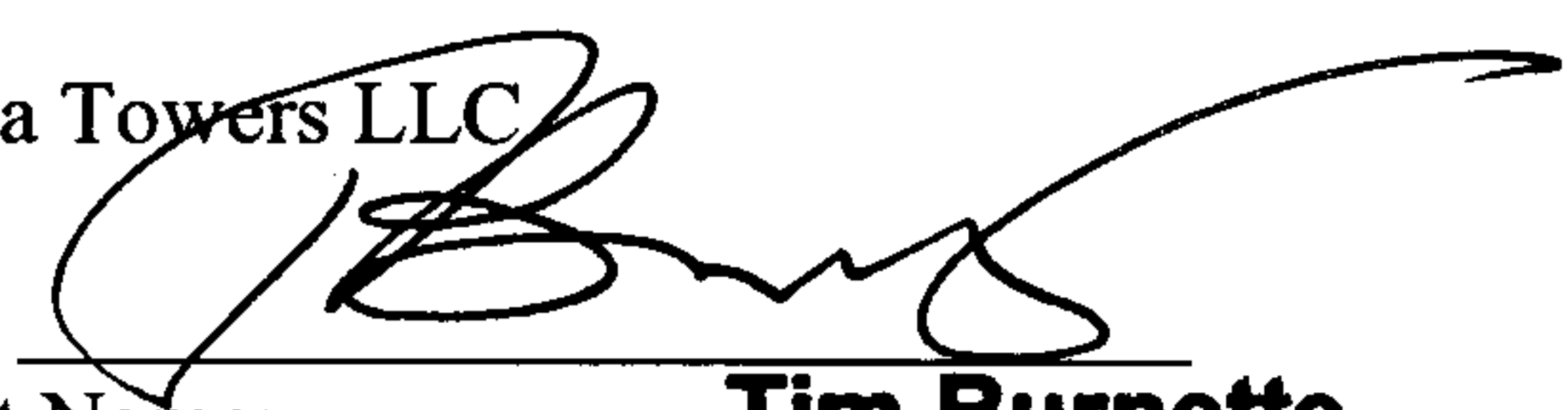
1. Sublessor and Sublessee entered into a certain Sublease Agreement ("Agreement") on the 25 day of Apr, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial Sublease term will be ten (10) years ("Initial Term") commencing on the Effective Date of the Agreement, with twelve (12) successive five (5) year options to renew.
3. The portion of the land being subleased to Sublessee (the "Premises") is described in **Exhibit 1** annexed hereto.

4. This Memorandum of Sublease 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 Sublease 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.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Sublease as of the day and year first above written.

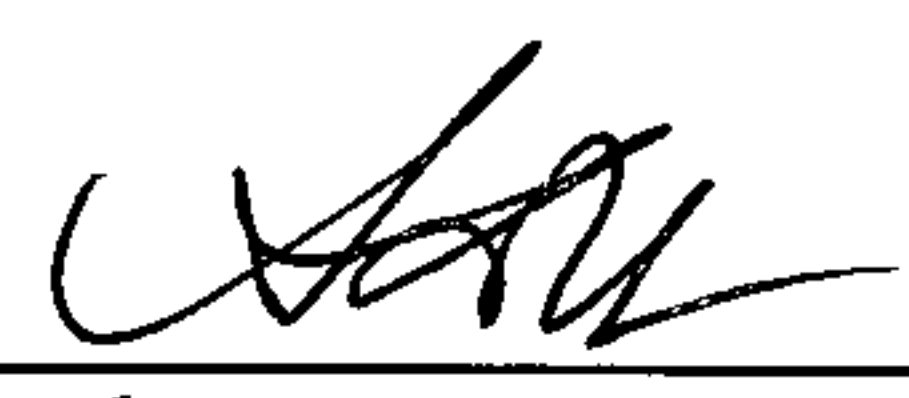
"SUBLESSOR"

Nova Towers LLC


By: 
Print Name: Tim Burnette
Its: President
Date: 4-25-14

"SUBLESSEE"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: Alina Dumitrescu
Its: Area Manager of C & E
Date: 3/27/14

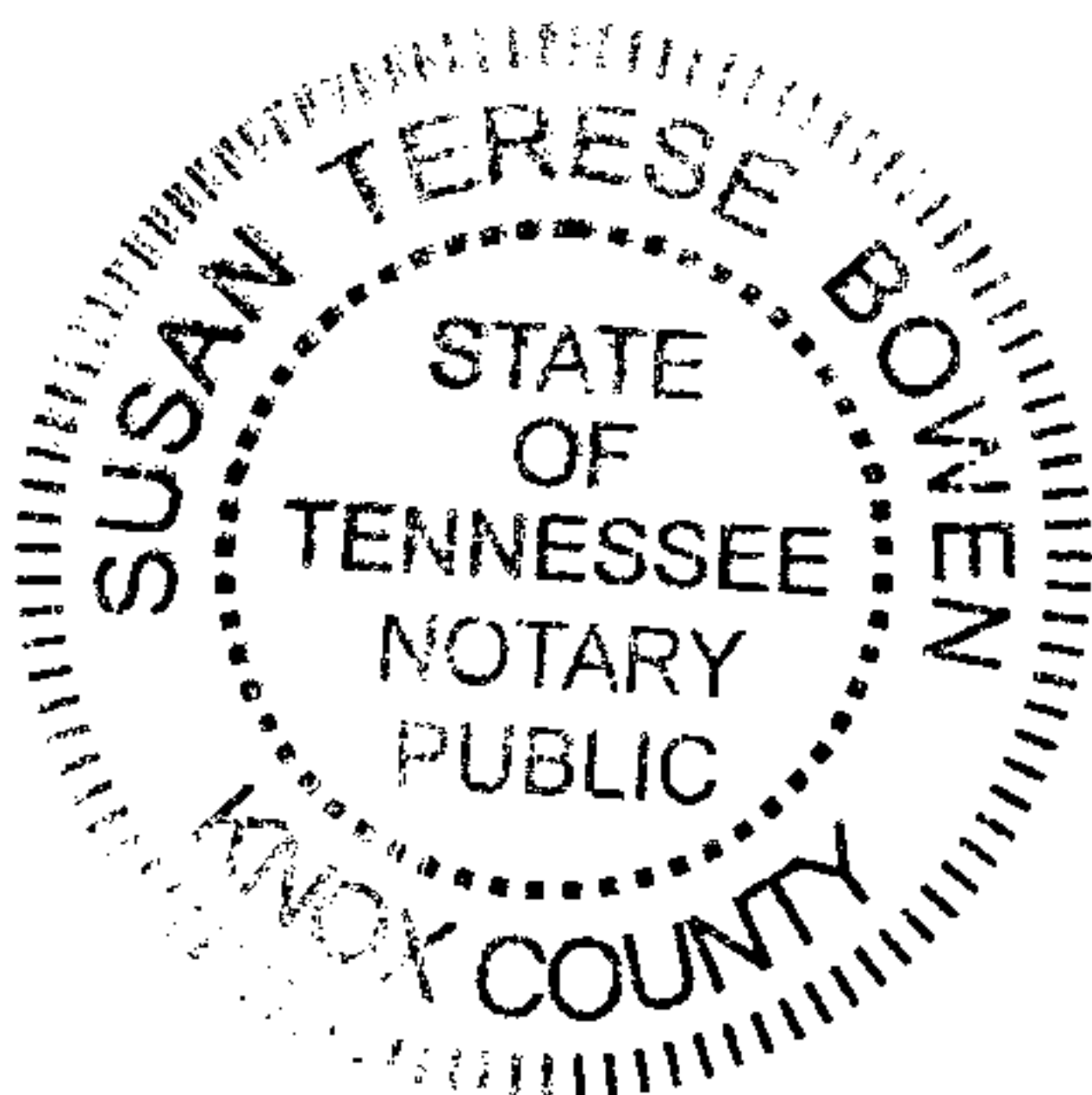
[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]


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SUBLESSOR ACKNOWLEDGMENT

STATE OF Tennessee)
) ss:
COUNTY OF Knox)

On the 25 day of April, 2014, before me personally appeared Tina Bismeyer, and acknowledged under oath that he is the President of Nova Towers LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Susan Bowen
Notary Public: Susan Bowen
My Commission Expires: June 26, 2018

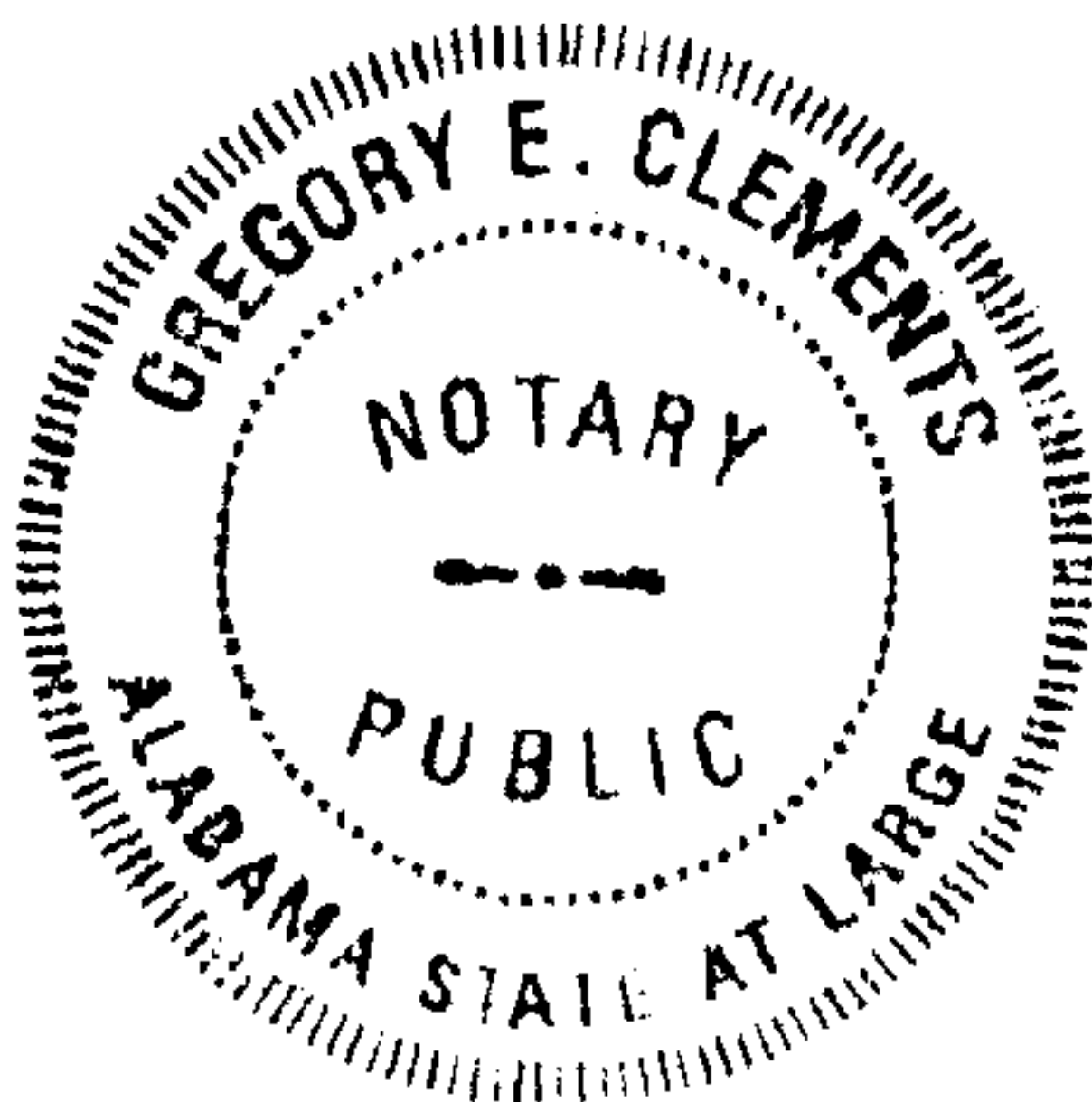


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SUBLESSEE ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 27th day of March, 2014, before me personally appeared Alina Dumitrescu, and acknowledged under oath that she is the Area Manager of C & E of AT&T Mobility Corporation, Manager of New Cingular Wireless PCS, LLC, the Delaware limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Gregory E. Clements
Notary Public: Gregory E. Clements
My Commission Expires: 10/21/2016



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EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Sublease dated April 25th, 2014 by and between Nova Towers LLC, the Delaware limited liability company, as Sublessor, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Sublessee.

The Premises are a portion of the Property that is described and/or depicted as follows:

PARENT TRACT (INSTRUMENT NO: 2000-23957)

Lot 2 and 3, According to the survey of Lots 2 and 3, Davis Plaza Shopping Center, as recorded in Map Book 16, Page 91 in the Probate Office of Shelby County, Alabama.

Subject to:

Transmission Line Permit to Alabama Power Company as shown by instrument recorded in Deed Book 80, Page 221

Easement to South Central Bell as shown by instrument recorded in Deed Book 320, Page 960

Right of way to State of Alabama as set out in Deed Book 242, Page 271

Right of others to use of a 30 foot easement for ingress and egress as shown by Map Book 16, Page 91

70'X90' LEASE AREA (AS SURVEYED)

A lease area being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753) and the POINT OF BEGINNING; thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run S 81°02'00" E for a distance of 70.00 feet to a 5/8" capped rebar set (#19753); thence run S 08°58'00" W for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence run N 81°02'00" W for a distance of 70.00 feet to the POINT OF BEGINNING. The above described lease area to contain 0.14 acres, more or less.



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30' INGRESS/EGRESS & UTILITY EASEMENT 'A' (AS SURVEYED)


An easement being a portion of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 and NW1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking an interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run S 81°02'00" E for a distance of 79.08 to the East line of said Lot 3 and the POINT OF ENDING. The above described easement to adjoin lease area and a 30' Ingress/Egress & Utility Easement 'B' contiguously and contains 0.04 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT 'B' (AS SURVEYED)

An easement being a portion of that certain tract of land as described in Book 312, Page 654 as recorded in the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 to the East line of Lot 3 of a plat of "Davis Plaza Shopping Center" as recorded in Map Book 16, Page 91 of said Office of the Judge of Probate and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of said Office of the Judge of Probate and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'A' and a 30' Ingress/Egress & Utility Easement 'C' contiguously and contains 0.20 acres, more or less.


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30' INGRESS/EGRESS & UTILITY EASEMENT 'C' (AS SURVEYED)

An easement being a portion of Lot 3 of a plat of "Columbiana Baptist Medical Square" as recorded in Map Book 25, Page 29 of the Office of the Judge of Probate for Shelby County Alabama, lying in the NE1/4 of Section 26, Township 21 South, Range 1 West, and being more particularly described as follows:

COMMENCE at a 5/8" capped rebar (Coleman LS 28852) found marking the SW interior corner of the "CVS TRACT" as shown on a plat of "Consolidation Plat for Strickland Subdivision & Strickland Re-Subdivision" as recorded in Map Book 41, Page 128 of said Office of the Judge of Probate, said Coleman rebar also marking the NE corner of the First United Security Bank parcel; thence run S 43°23'46" E for a distance of 210.86 feet to a 5/8" capped rebar (illegible cap) found along the East line of said "CVS TRACT"; thence run N 06°20'11" E for a distance of 62.71 feet to a 5/8" capped rebar set (#19753); thence run N 08°58'00" E for a distance of 90.00 feet to a 5/8" capped rebar set (#19753); thence continue N 08°58'00" E for a distance of 10.00 feet to a point; thence run S 81°02'00" E for a distance of 79.08 feet; thence run N 88°40'11" E for a distance of 104.49 feet to a point; thence run S 75°44'41" E for a distance of 147.25 feet to a point; thence run N 84°09'18" E for a distance of 77.01 feet to a point; thence run N 75°48'07" E for a distance of 103.43 feet to a point on the West line of said Lot 3 and the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 20 feet in width and lying 10 feet on each side of the following described centerline; thence run N 75°48'07" E for a distance of 523.70 feet to a point; thence run N 62°26'30" E for a distance of 61.44 feet to a point on Southeasterly right-of-way line of Alabama Highway 70 (80' public right-of-way) and the POINT OF ENDING. The above described easement to adjoin a 30' Ingress/Egress & Utility Easement 'B' and the right-of-way of Alabama Highway 70 contiguously and contains 0.27 acres, more or less.

LESS AND EXCEPT any and all of above described easement over and across that certain parcel of land as described in Book 343, Page 220 of said Office of the Judge of Probate.

