

20141031000344290 1/5 \$457.50  
Shelby Cnty Judge of Probate, AL  
10/31/2014 01:50:17 PM FILED/CERT

Shelby County, AL 10/31/2014  
State of Alabama  
Deed Tax: \$431.50

**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.  
20131202000465650

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: Alabaster South  
Fixed Asset Number: 10549248  
State: Alabama  
County: Shelby

**MEMORANDUM  
OF  
SUBLEASE**

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 .


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

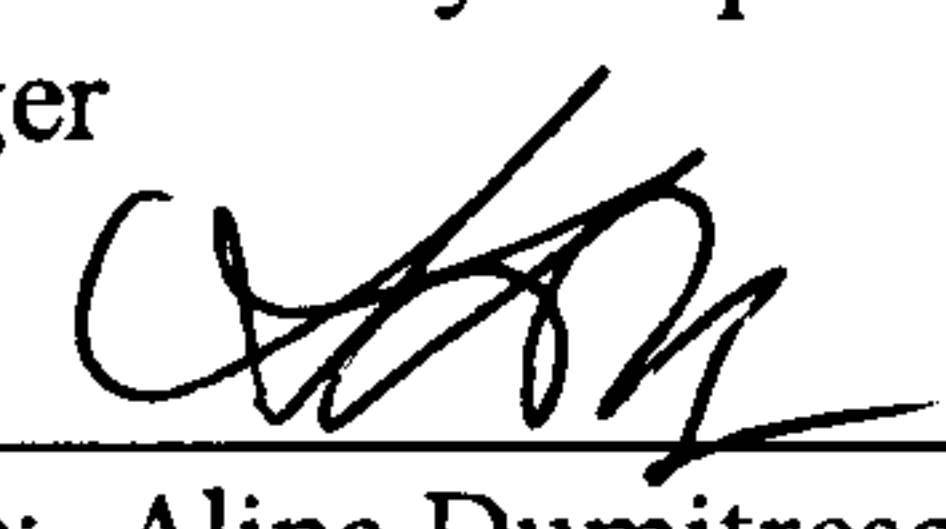
By:   
Print Name: Tim Burnette  
Its: President  
Date: 4-25-14

**"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: 3/21/14

**[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]**

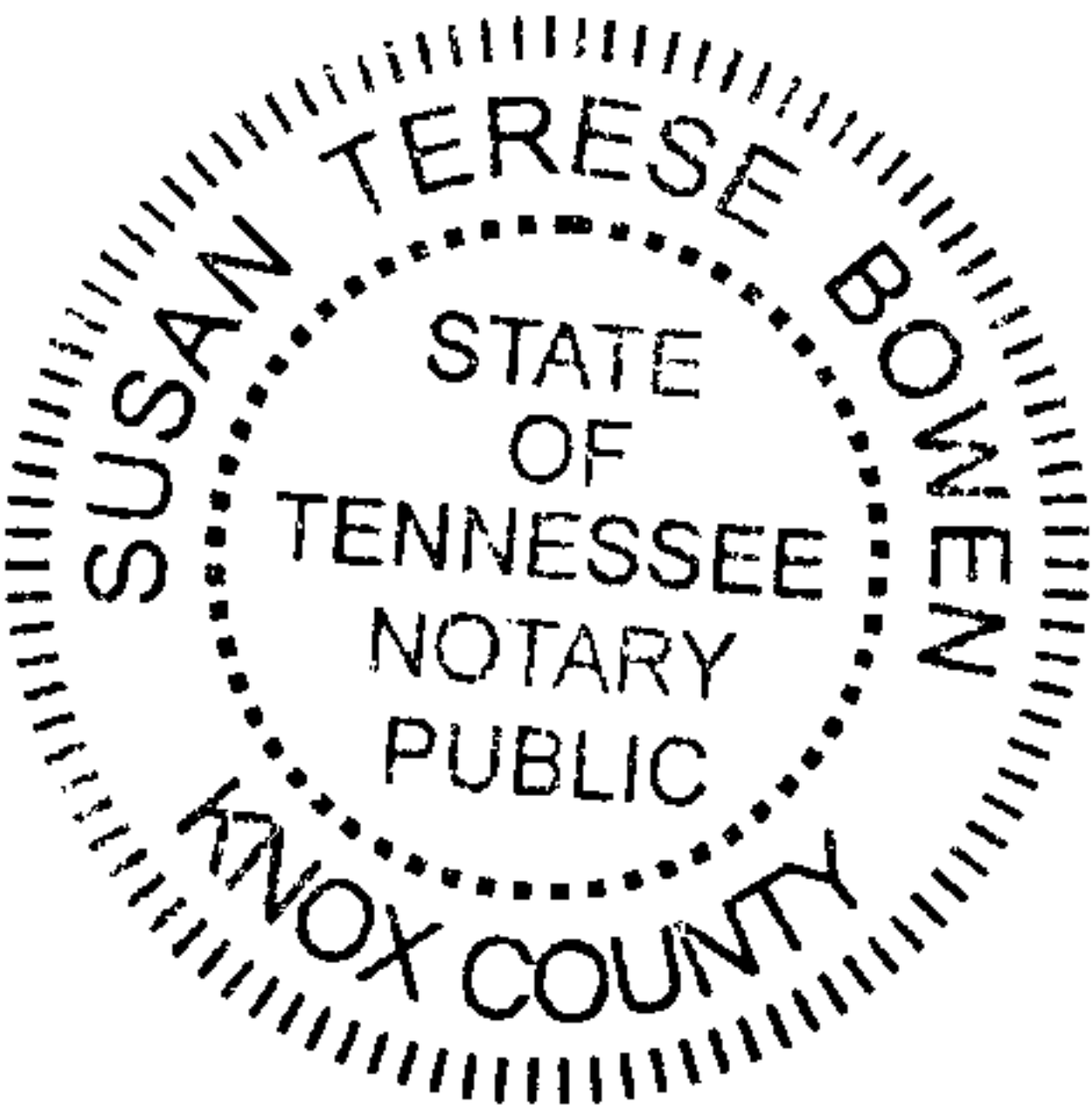


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**SUBLESSOR ACKNOWLEDGMENT**

STATE OF Tennessee  
COUNTY OF KNOX ) ss:

On the 25 day of April, 2014, before me personally appeared Tina Burman, 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: January 2016



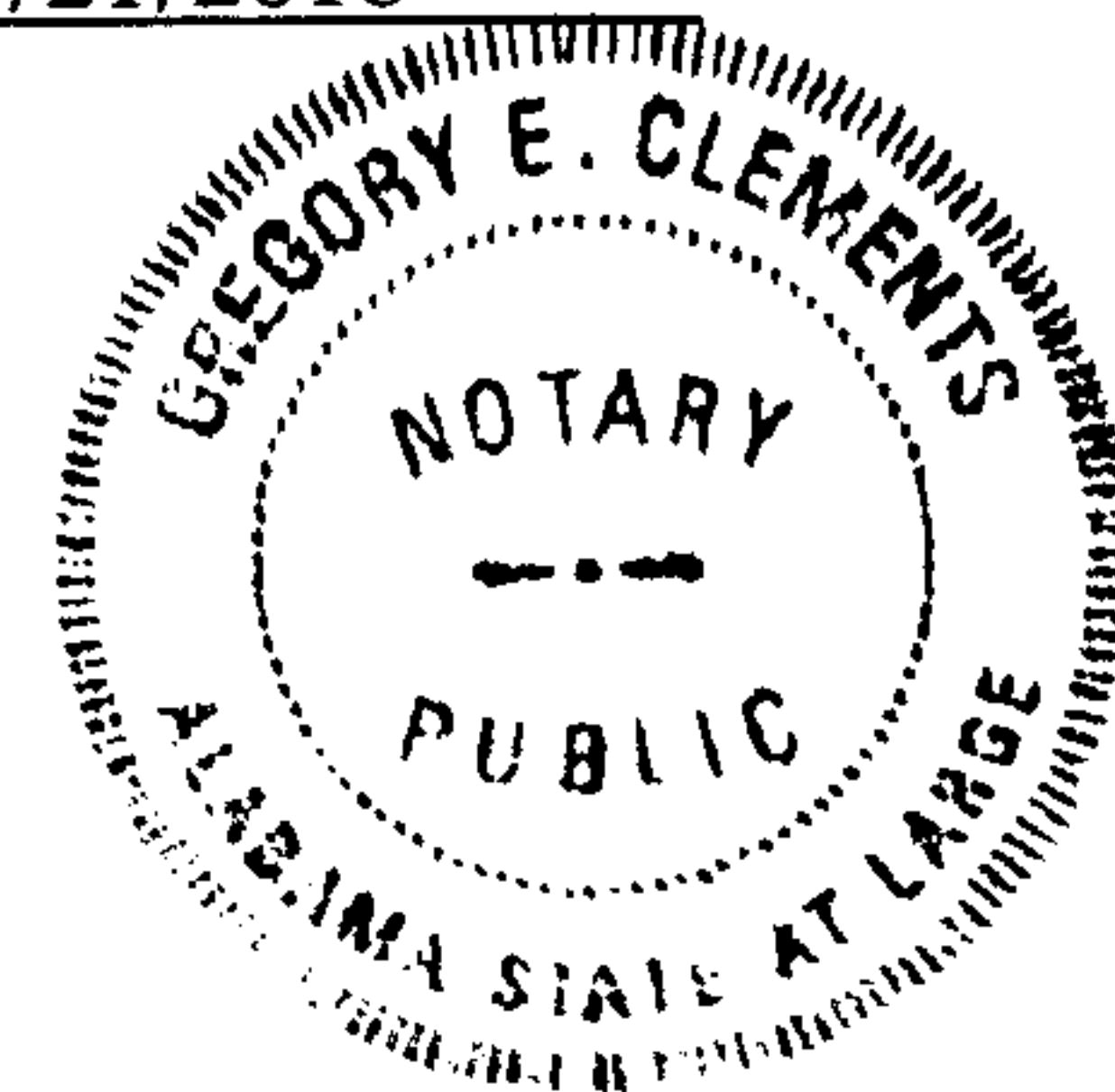
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**SUBLESSEE ACKNOWLEDGMENT**

STATE OF ALABAMA )  
 ) ss:  
COUNTY OF JEFFERSON )

On the 21 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

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to the Memorandum of Sublease dated April 25<sup>th</sup>, 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:

#### LEASE AREA (AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set at the Point of Beginning; thence N 07°56'37" E leaving said southerly line a distance of 120.15 feet to a 5/8" capped rebar (SMW 19753) set; thence S 88°31'56" E a distance of 99.69 feet to a 5/8" capped rebar (SMW 19753) set; thence S 07°56'37" W a distance of 58.55 feet to a 5/8" capped rebar (SMW 19753) set on the southerly line of said certain tract; thence S 63°07'54" W along the southerly line of said certain tract a distance of 107.27 feet to a 1" crimp found; thence S 51°22'37" W continuing along the southerly line of said certain tract a distance of 15.97 feet to the Point of Beginning.

Above described lease area contains 0.20 acres, more or less.

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

An Easement being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set; thence N 07°56'37" E leaving said southerly line of said certain tract a distance of 120.15 feet to a 5/8" capped rebar (SMW 19753) set; thence N 01°28'04" E a distance of 15.00 at the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of and parallel to the following described centerline; thence S 88°31'56" E a distance of 92.32 feet to a point; thence N 39°08'41" E a distance of 23.19 feet to a point; thence N 89°40'29" E a distance of 53.70 feet to a point; thence N 74°00'04" E a distance of 47.04 feet to a point; thence N 55°09'07" E a distance of 95.34 feet to a point; thence N 35°23'47" E a distance of 52.36 feet to a curve to the right having an arc length of 201.72 feet, a radius of 1585.25 feet, a chord bearing and distance of N 06°01'55" E, 201.58 feet to a point; thence N 90°00'00" E a distance of 37.08 feet more or less to the westerly right-of-way line of Shelby County Highway No. 95 and the Point of Ending.

Said above described easement to adjoin said described Lease Area and said right-of-way contiguously and contain 0.41 acres, more or less.