

Shelby

Recording Requested By
And When Recorded Mail to:

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10/19/2001-45424
03:46 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
005 CH 40.00

Inst # 2001-45424

MEMORANDUM OF LEASE

KNOW ALL PERSONS BY THESE PRESENTS that the Landlord and Tenant identified below are parties to that certain lease, dated February 26, 1999 (the "Lease"), and commencing on May 1, 1999 (the "Commencement Date"), containing the following terms and conditions:

Landlord:

D. Bruce Irwin, successor in interest to R. Charles Stagner, an individual with an address at 2147 River Chase Office Road, Birmingham, AL 35244.

Tenant:

BellSouth Mobility LLC, a Georgia limited liability company, successor to BellSouth Mobility Inc, a Georgia corporation, with a principal address at 1100 Peachtree Street, Suite 800, Atlanta, GA 30309, Attn: Real Estate Department.

Leased Premises:

The real property leased by Landlord to Tenant is described in Exhibit A attached to this Memorandum of Lease and incorporated herein by this reference, together with a right-of-way and easement extending to Tenant's Communications Facility for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, including the right to install, replace and maintain utility wires, poles, cables, conduits, pipes and gates.

Initial Lease Term: For a term of five (5) years, beginning on the Commencement Date described above.

Expiration Date: If not otherwise extended or renewed, the Lease shall expire on April 30, 2004.

Rights to Extend or Renew: Tenant has the right to extend/renew the Lease as follows: four (4) options to extend the Initial Term for periods of five (5) years each on the terms and conditions set forth in the Lease.

Option to Purchase: No

Right of First Refusal: No

Ratification of Lease: Landlord and Tenant hereby ratify, confirm and adopt the Lease for purposes of compliance with § 35-4-6, Code of Alabama 1975, as amended, as if re-executed on the date hereof.

This Memorandum of Lease will be recorded in the applicable land records and is intended to provide notice to third parties of the Lease. The Lease contains terms and conditions in addition to those set forth in this Memorandum of Lease. This Memorandum of Lease is not intended to amend or modify the terms and conditions of the Lease. To the extent that the terms and conditions of this Memorandum of Lease differ from the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and prevail. Capitalized terms not otherwise defined herein shall have the meaning defined in the Lease. A copy of the Lease is kept at Tenant's place of business, at the address noted above.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease to be effective as of the Commencement Date.

[Remainder of page intentionally left blank]

Witness:

LANDLORD:

Russella L. McLean

D. Bruce Irwin, MD.
D. Bruce Irwin

ACKNOWLEDGMENT

STATE OF ALABAMA

)

: SS

COUNTY OF

Jefferson

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that D. BRUCE IRWIN MD. 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 said instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 8 day of Nov, 2001.

Russella L. McLean
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/16/04

Witness:

[Signature]

TENANT:

BellSouth Mobility LLC

By: [Signature]

Print Name: Stephen A. Brake

Print Title: Assistant Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA)
 :
COUNTY OF FULTON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Stephen A. Brake, whose name as Assistant Vice President of BellSouth Mobility LLC, a Georgia limited liability company, 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 said instrument, he, as such Assistant Vice President and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 29th day of June, 2001.

[Signature]
Notary Public

My Commission Expires: 10/29/02



Exhibit A

Legal Description of Premises

A parcel of land situated in the Southwest Quarter of the Southeast Quarter of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: From the southwest corner of the Northwest 1/4 of the Southeast 1/4 of said Section 19, run in a easterly direction along the south line of said Quarter-Quarter Section for a distance of 383.29 feet; thence turn and angle to the left of 90 degrees 00 minutes and run in a northerly direction for a distance of 472.62 feet, more or less, to a point on a curve on the southerly right of way line of Riverchase Office Road, as shown on map recorded in Map Book 7, Page 124 in the Office of the Judge of Probate, Shelby County, Alabama; thence turn an angle to the right of 114 degrees 23 minutes 53 seconds to the tangent of a curve to the left, said curve having a central angle of 23 degrees 56 minutes 00 seconds and a radius of 430.00 feet and being concave in a northerly direction; thence run in an easterly direction along the arc of said curve and said southerly right of way line for a distance of 179.62 feet, more or less, to an existing iron pin being the northeasterly corner of the John H. Harland Company property; thence turn an angle to the right and run in a southerly direction along a line radial to said curve, and along the easterly line of the John H. Harland Company property for a distance of 203.88 feet to an existing iron pin (measures 204.08 feet); thence turn an angle to the left of 19 degrees 00 minutes (measures 19 degrees 54 minutes 54 seconds) and run in a southeasterly direction for a distance of 92.59 feet more or less to a point (measures 92.59 feet to a iron pin); thence turn an angle to the right of 0 degrees 02 minutes 30 seconds (measures 0 degrees 04 minutes 30 seconds) and run in a southeasterly direction for a distance of 417.62 feet to an existing iron pin (measures 417.14 feet); thence turn an angle to the left of 92 degrees 58 minutes 46 seconds (deed 93 degrees 00 minutes 37 seconds) and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 70 degrees 41 minutes 35 seconds East for a distance of 42.26 feet to a iron pin and the point of beginning of the property herein described; thence continue North 70 degrees 41 minutes 35 seconds East for a distance of 80.00 feet to an existing iron pin; thence turn an angle to the left of 87 degrees 01 minutes 26 seconds (deed 86 degrees 59 minutes 23 seconds) and run North 16 degrees 19 minutes 51 seconds West for a distance of 70.10 feet to an iron pin; thence turn an angle to the left of 92 degrees 58 minutes 34 seconds and run South 70 degrees 41 minutes 35 seconds West for a distance of 80.00 feet to an iron pin; thence turn an angle to the left of 87 degrees 01 minutes 26 seconds and run South 16 degrees 19 minutes 51 seconds East for a distance of 70.10 feet to the point of beginning. Containing 5600.4 square feet.

All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

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