

Recording Requested By  
And When Recorded Mail to:

Philip van Aelstyn, Esq.  
Downs Rachlin & Martin PLLC  
90 Prospect Street  
P.O. Box 99  
St. Johnsbury, VT 05819-0099

### MEMORANDUM OF LEASE

**KNOW ALL PERSONS BY THESE PRESENTS** that the Landlord and Tenant identified below are parties to that certain lease, dated March 1, 1996 (the "Lease"), and commencing on March 1, 1996 (the "Commencement Date"), containing the following terms and conditions:

**Landlord:**

Bowater Alabama Inc., an Alabama corporation, successor in interest to Kimberly Clark Corporation, with an address at 17589 Plant Road, Coosa Pines, AL 35044-0561.

**Tenant:**

BellSouth Mobility LLC, a Georgia limited liability company which is the 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, all as further described as Exhibit A.

<b>Initial Lease Term:</b>	For a term of Ten (10) years, beginning on the Commencement Date described above.
<b>Expiration Date:</b>	If not otherwise extended or renewed, the Lease shall expire on February 28, 2006.
<b>Rights to Extend or Renew:</b>	Tenant has the right to extend/renew the Lease as follows: Three (3) options to extend the Initial Term for periods of Five (5) years each on the terms and conditions set forth in the Lease.
<b>Option to Purchase:</b>	No
<b>Right of First Refusal:</b>	No
<b>Ratification of Lease:</b>	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:

Bowater Alabama Inc., successor in interest to  
~~Kimberly Clark Corporation~~

By: *[Signature]*

Print Name: Richard Glasgow

Print Title: Gen. mgr. Forest Operations

STATE OF ALABAMA

COUNTY OF Talladega

:  
: SS  
:

**ACKNOWLEDGMENT**

I, Kim H. Warren a Notary Public in and for said county in said state hereby  
certify that Richard Glasgow whose name as Gen. Mgr. Forest Prod. Ops. of Bowater  
Alabama Inc., an Alabama corporation, is signed to the foregoing instrument and who is known  
to me acknowledged before me on this day, that being informed of the contents, he/she as such  
officer and with full authority, executed the same voluntarily for and as the act of said  
corporation.

Given my hand and official seal this 26<sup>th</sup> day of November, 2001.

[NOTARIAL SEAL]

Kim H. Warren  
Notary Public  
My Commission Expires: 9/22/2002

Witness:

[Signature]

TENANT:

BellSouth Mobility LLC, successor ~~to~~ to  
BellSouth Mobility Inc

By: [Signature]  
Print Name: Stephen A. Brake  
Print Title: Assistant Vice President

STATE OF GEORGIA

:  
: SS

COUNTY OF FULTON

:

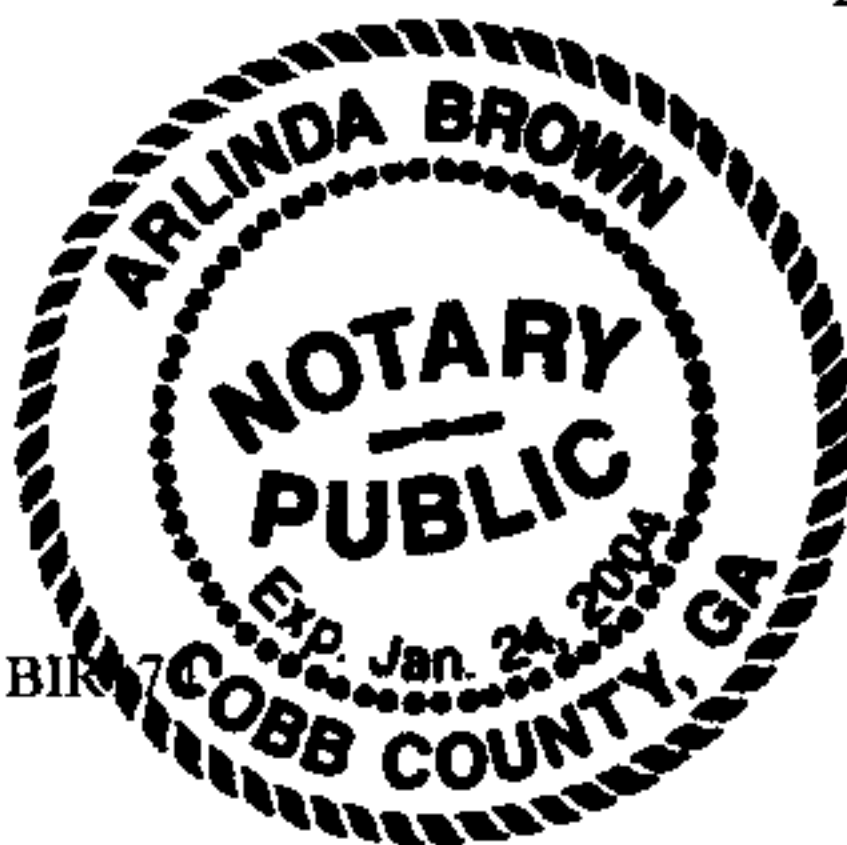
### ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Stephen A. Brake, whose name as Assistant V.P. [title] 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 ~~is~~ as such Assistant V.P. and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal this 23<sup>rd</sup> day of March, 2001.

[NOTARIAL SEAL]

Arlinda Brown  
Notary Public  
My Commission Expires: 1/24/04



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## Exhibit A

### Legal Description of Premises

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36°12'32" West for a distance of 1154.96 feet to the point of beginning of the property herein described: thence 15°13'11" left and run North 51°25'43" West for a distance of 70.00 feet; thence 90°00' left and run South 38°34'17" West for a distance of 142.85 feet; thence 90°00' left and run South 51°25'43" East for a distance of 70.00 feet; thence 90°00' left and run North 38°34'17" East for a distance of 142.85 feet to the point of beginning.

#### ALSO:

An easement being 35.00 feet in width for ingress, egress and utilities on, over and across part of the East one half of the Southeast Quarter of Section 25, Township 19 South, Range 1 West and part of the West one half of the Southwest Quarter of Section 30, Township 19 South, Range 1 East, all in Shelby County, Alabama and being more particularly described as follows: Commence at a stone monument at the Southeast corner of Section 25, Township 19 South, Range 1 West, Shelby County, Alabama and run on a state plane bearing (Alabama West Zone State Plane Bearing NAD 83) of North 36°12'32" West for a distance of 1154.96 feet; thence 15°13'11" left and run North 51°25'43" West for a distance of 17.50 feet to the point of beginning of the centerline of said easement being 35.00 feet in width for ingress, egress and utilities and being 17.50 feet each side the following described centerline; thence 90°00' right and run North 38°34'17" East along said centerline for a distance of 173.90 feet to the beginning of a curve to the right, said curve to the right having a radius of 670.39 feet and a central angle of 8°31'51"; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 99.82 feet to the end of said curve to the right; thence at tangent to said curve run North 47°06'08" East along said centerline for a distance of 84.96 feet to the beginning of a curve to the right, said curve having a radius of 2354.20 feet and a central angle 2°26'; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 99.98 feet to the end of said curve to the right; thence at tangent to said curve run North 49°32'08" East along said centerline for a distance of 244.70 feet to the beginning of a curve to the left, said curve to the left having a radius of 138.99 feet and a central angle of 24°21'38"; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 59.09 feet to the end of said curve to the left; thence at tangent to said



Exhibit A  
*Cont'd*  
Legal Description of Premises

curve run North 25°10'30" East along said centerline for a distance of 60.19 feet to the beginning of a curve to the right, said curve to the right having a radius of 221.07 feet and a central angle of 20°30'45"; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 79.14 feet to the end of said curve to the right; thence at tangent to said curve run North 45°41'15" East along said centerline for a distance of 163.93 feet to the beginning of a curve to the left, said curve to the left having a radius of 419.84 feet and a central angle of 13°34'59"; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 99.53 feet to the end of said curve to the left; thence at tangent to said curve run North 32°06'16" East along said centerline for a distance of 141.81 feet to the beginning of a curve to the right, said curve to the right having a radius of 228.92 feet and a central angle of 17°23'08"; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 69.46 feet to the end of said curve to the right; thence at tangent to said curve run North 49°29'24" East along said centerline for a distance of 264.90 feet to the beginning of a curve to the right, said curve to the right having a radius of 233.03 feet and a central angle of 24°13'13"; thence in a Northeasterly direction along the arc of said curve to the right and said centerline for a distance of 98.51 feet to the end of said curve to the right; thence at tangent to said curve run North 73°42'37" East along said centerline for a distance of 37.23 feet to the beginning of a curve to the left, said curve to the left having a radius of 215.37 feet and a central angle of 38°24'03"; thence in a Northeasterly direction along the arc of said curve to the left and said centerline for a distance of 144.34 feet to the end of said curve to the left; thence at tangent to said curve run North 35°18'34" East along said centerline for a distance of 95.75 feet to a point of the South edge of the asphalt pavement of the East bound lanes of U.S. Highway No. 280, said point being the point of ending of the centerline of said easement being 35.00 feet in width for ingress, egress and utilities. Except that part of said easement lying within the right of way of U.S. Highway No. 280. All bearings in the above description are Alabama West Zone State Plane Bearings NAD 83.

Inst # 2002-00951

01/07/2002-00951  
09:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
006 MEL 79.00