


After recording return to:
ForeSite, LLC
5809 Feldspar Way
Birmingham, AL 35244
Attn: Lease Department


20080925000380360 1/4 \$55.50
Shelby Cnty Judge of Probate, AL
09/25/2008 01:41:48PM FILED/CERT

STATE OF ALABAMA

SHELBY COUNTY

The Above Space for Recorder's Use Only

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memorandum") is executed this ____ day of _____, 2008, by and between **KOREAN PRESBYTERIAN CHURCH OF BIRMINGHAM, PC (USA)**, ("Landlord"), whose mailing address is 7814 Helena Road, Pelham, AL 35124, and **FORESITE, LLC, an Alabama limited liability company** ("Tenant"), whose mailing address is 5809 Feldspar Way, Birmingham, AL 35244.

WHEREAS, Landlord and Tenant executed and entered into a Lease Agreement (the "Lease") dated September 10, 2008, for the purpose of installing, operating and maintaining radio communication facilities and other improvements on the Property (as hereinafter defined).

WHEREAS, the parties wish to provide a memorandum of the lease, to supplement the description of the Property (as hereinafter defined), to acknowledge Tenant's Lease and to provide for a commencement date under the Lease.

NOW, THEREFORE, in consideration of the Lease and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. **Lease Term.** The terms of the Lease shall be **Five (5)** years commencing on September 10, 2008, (the "Commencement Date"), and terminating at midnight on the **Fifth (5th)** anniversary of the Commencement Date (the "Initial Term"). Tenant has the option under the terms of the Lease to extend the Lease for **Five (5)** additional **Five (5)** year terms (the "Renewal Terms").

2. **Property.** Subject to the terms of the Lease, as may be amended from time to time, Landlord has leased to Tenant the real property described on Exhibit "A" attached hereto (the "Property") and Landlord has granted unto Tenant, for the Initial Term and any Renewal Term, easements for ingress, egress and utilities over that real property also described in Exhibit "A" attached hereto (the "Easement").

3. **Notices.** All notices, requests, demands, and other communications to Landlord or Tenant shall be made at the addresses for each as set forth above, unless otherwise notified in writing.

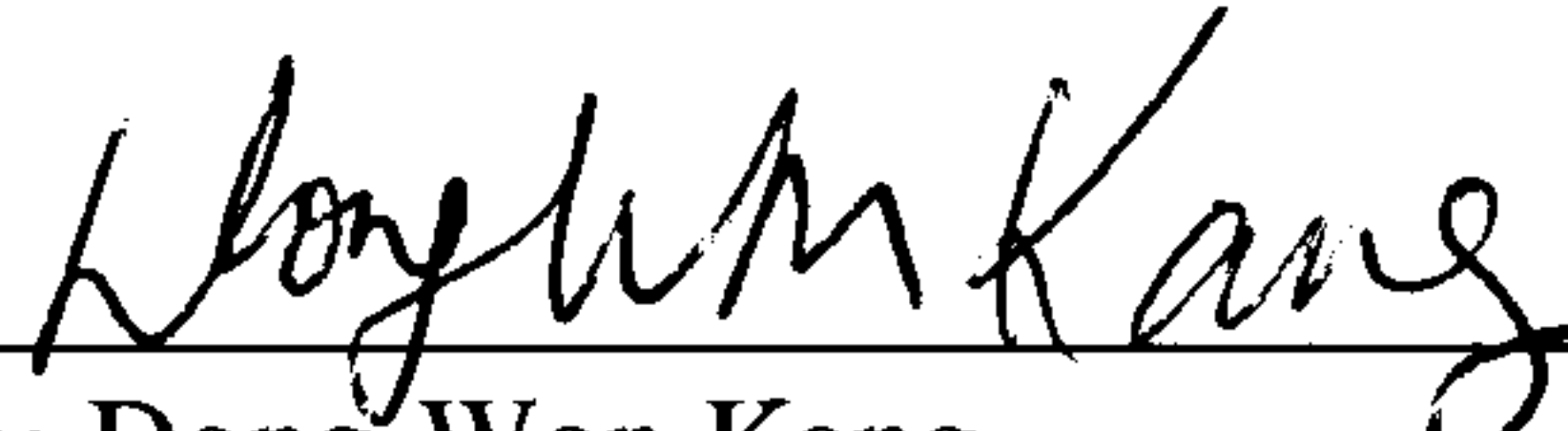
Shelby County, AL 09/25/2008
State of Alabama

Deed Tax: \$35.50

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals.

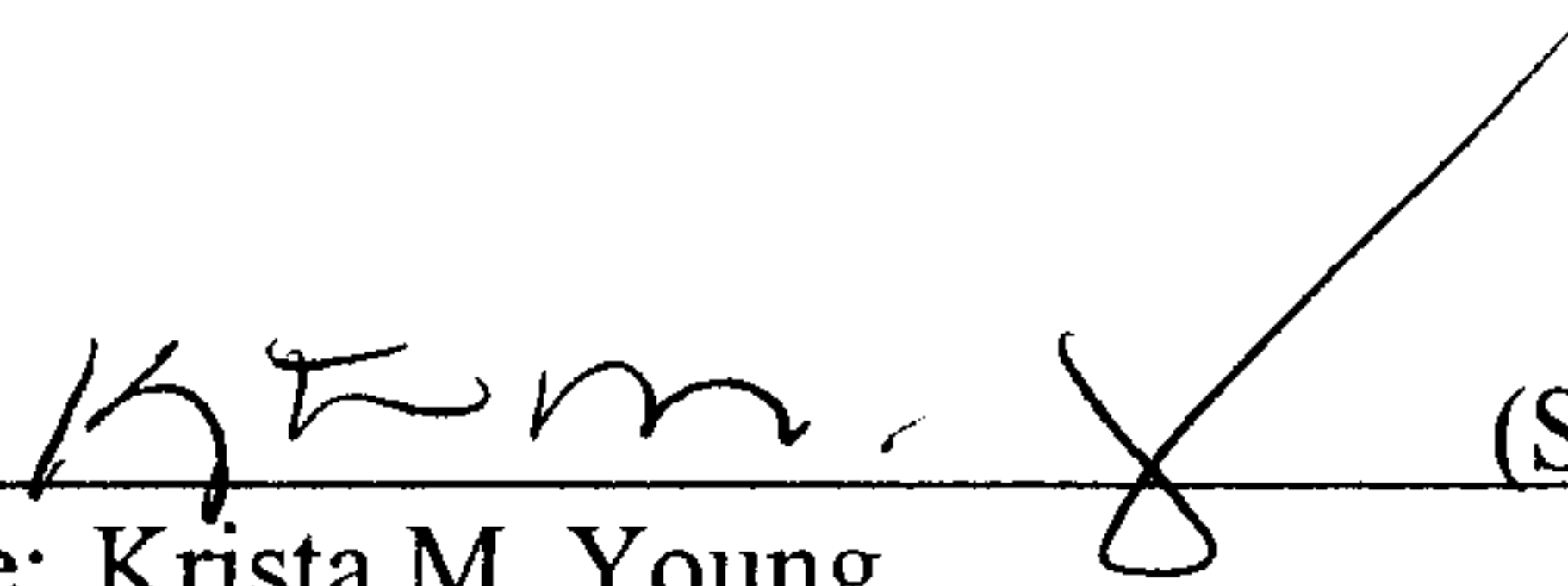
LANDLORD:


KOREAN PRESBYTERIAN CHURCH OF BIRMINGHAM, PC (USA)

By:  (SEAL)
Name: Dong-Won Kang
Title: Clerk of Session

TENANT:

**FORESITE, LLC,
An Alabama limited liability company**

By:  (SEAL)
Name: Krista M. Young
Title: CFO


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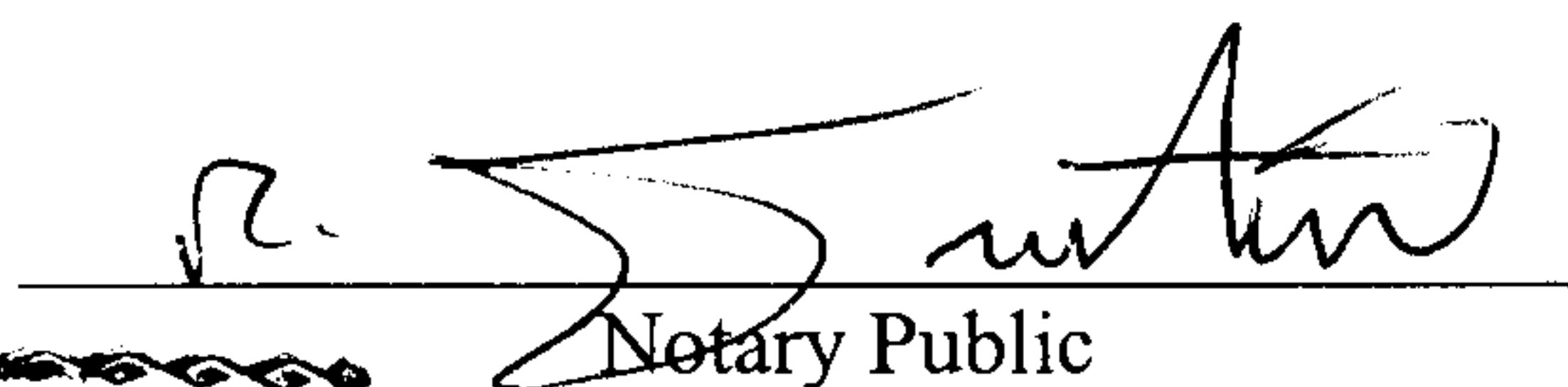
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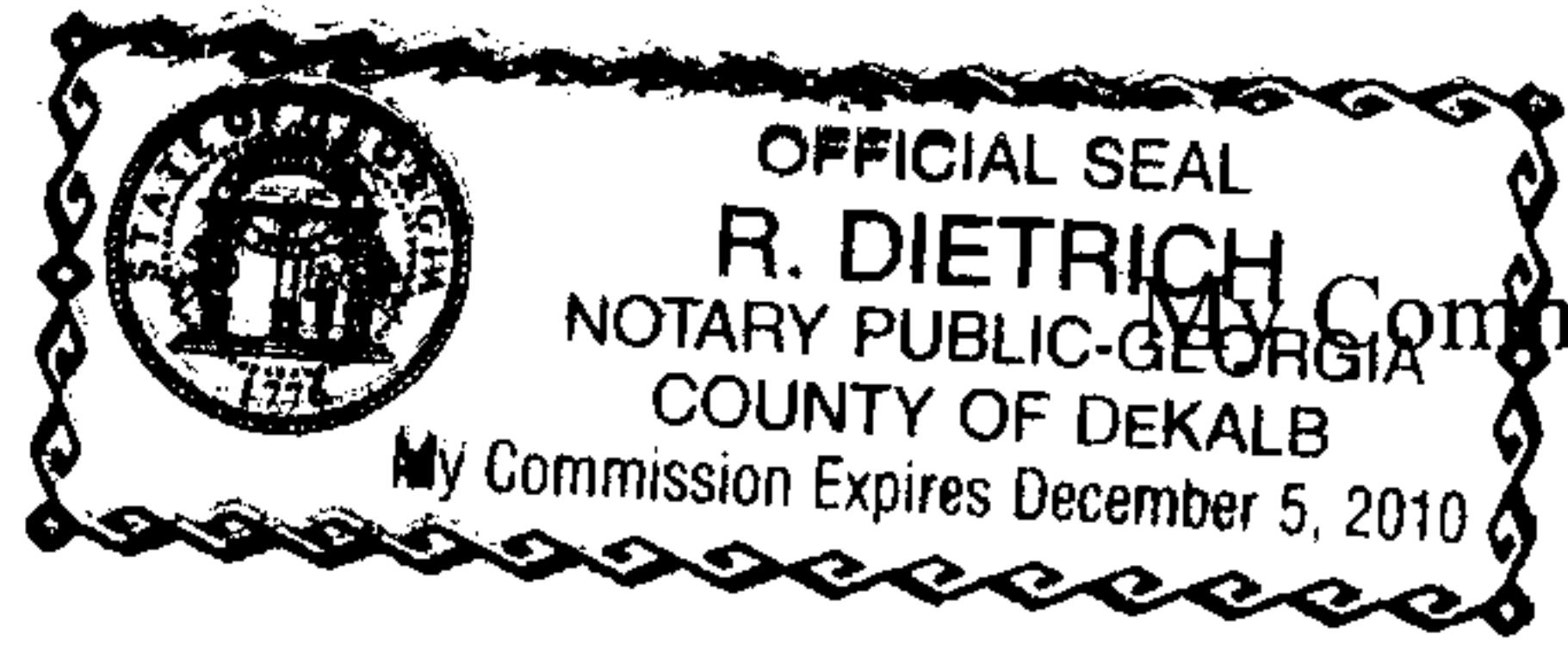
STATE OF ALABAMA)
:
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Dong-Won Kang, whose name as Clerk of Session of Korean Presbyterian Church of Birmingham, PC (USA), 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 the said instrument, he, as such Clerk of Session and with full authority, executed the same voluntarily for and as the act of said corporation.

GIVEN under my hand this the 10 day of September, 2008.

(NOTARIAL SEAL)



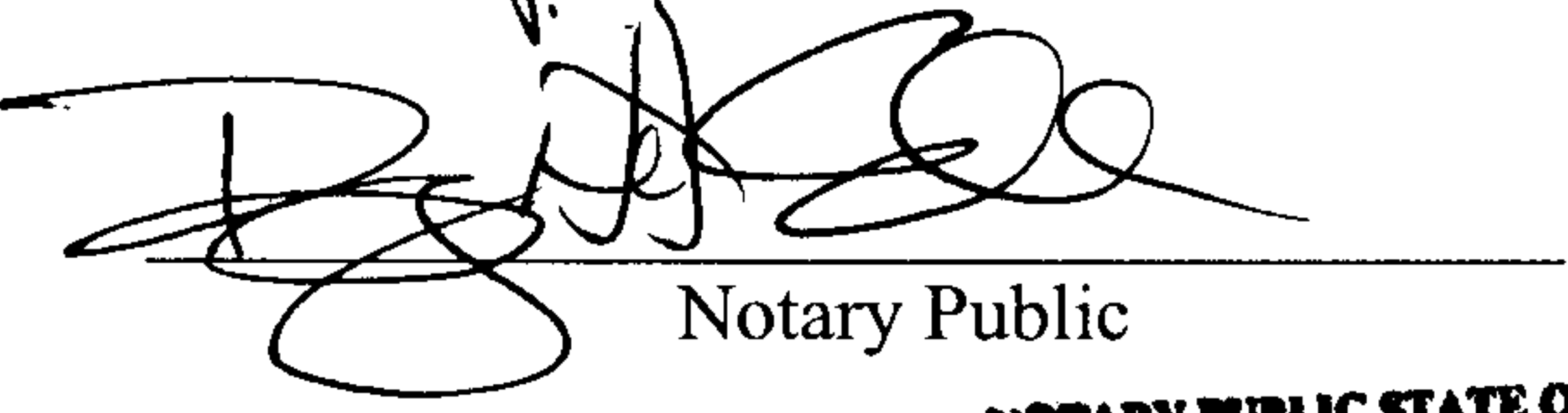
Notary Public
My Commission Expires: 12/5/2010


STATE OF ALABAMA)
:
SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Krista M. Young, whose name as CFO of ForeSite, LLC, an Alabama 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 the said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

GIVEN under my hand this the 11th day of Sept, 2008.

(NOTARIAL SEAL)



Notary Public
My Commission Expires: Oct 3, 2010
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Oct 3, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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Exhibit A

A parcel of land being a portion of that certain tract of land as recorded in Instrument No. 1995-35413 in the Office of the Judge of Probate, Shelby County, Alabama lying in the NW 1/4 of Section 1, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at a 3/4 rebar found in place on the West property line of said certain tract of land (Parcel No. 13-1-02-1-000-001.002) having Alabama West State Plane Coordinates N:1211927.846 E:2178166.045 and lying on the East right-of-way line of Alabama Highway 261; thence run S 17°42'54" E for a distance of 647.64 feet to a 5/8" capped rebar set (SMW LS 19753) and the Point of Beginning; thence S 03°37'07" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°22'53" W a distance at 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 03°37'07" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°22'53" E for a distance of 100.00 feet to the Point of Beginning.

30' INGRESS/EGRESS & UTILITY EASEMENT

An easement being a portion of that certain tract of land as recorded in Instrument No. 1995-35413 in the Office of the Judge of Probate, Shelby County, Alabama lying in the NW 1/4 of Section 1 and the NE 1/4 of Section 2, Township 20 South, Range 3 West and being more particularly described as follows:

Commence at a 3/4" rebar found in place on the West property line of said certain tract of land (Parcel No. 13-1-02-1-000-001.002) having Alabama West State Plane Coordinates N:1211927.846 E:2178166.045 and lying on the East right-of-way line of Alabama Highway 261; thence run S 17°42'54" E for a distance of 647.64 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 03°37'07" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 86°22'53" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence N 03°37'07" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 19753); thence S 86°22'53" E for a distance of 65.00 the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 03°37'03" E for a distance of 7.28 feet to a point; thence N 45° 57'05" W for a distance of 110.00 feet to a point; thence N 01°28'13" E for a distance of 205.32 feet to a point; thence with a curve to the left having a radius of 65.00 feet, an arc length of 84.52 feet and a chord bearing of N 35°46'51" W and a chord length of 78.69 feet to a point; thence N 73°01'55" W for a distance of 137.34 feet, more or less, to a point on the West right-of-way line of Alabama Highway 261 and the Point of Ending.

All being situated in Shelby County, Alabama.