

**Prepared By:**

Paul Beasley  
ForeSite Towers, LLC  
5809 Feldspar Way  
Birmingham, AL 35244  
(205) 437-3200


Source of Title: Deed Bk. \_\_\_\_\_, Pg. \_\_\_\_\_ in  
Shelby County Probate Court Office

**Return to:**

Rosenberg & Clark, LLC  
400 Poydras Street, Suite 1680  
New Orleans, LA 70130  
Attn: Staci A. Rosenberg  
(504) 620-5400

Re: Cell Site Name: Lay Lake  
Fixed Asset Number: 10154538  
State: AL  
County: Shelby

**MEMORANDUM  
OF  
LEASE**

  
20110907000265070 1/6 \$126.00  
Shelby Cnty Judge of Probate, AL  
09/07/2011 03:11:10 PM FILED/CERT

This Memorandum of Lease is entered into on this 2nd day of May, 2011, by and between Southern Tower Antenna Rental II, L.L.C., a Louisiana limited liability company, having a mailing address of 119 Veterinarian Road, Lafayette, Louisiana 70507 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004 ("**Tenant**").

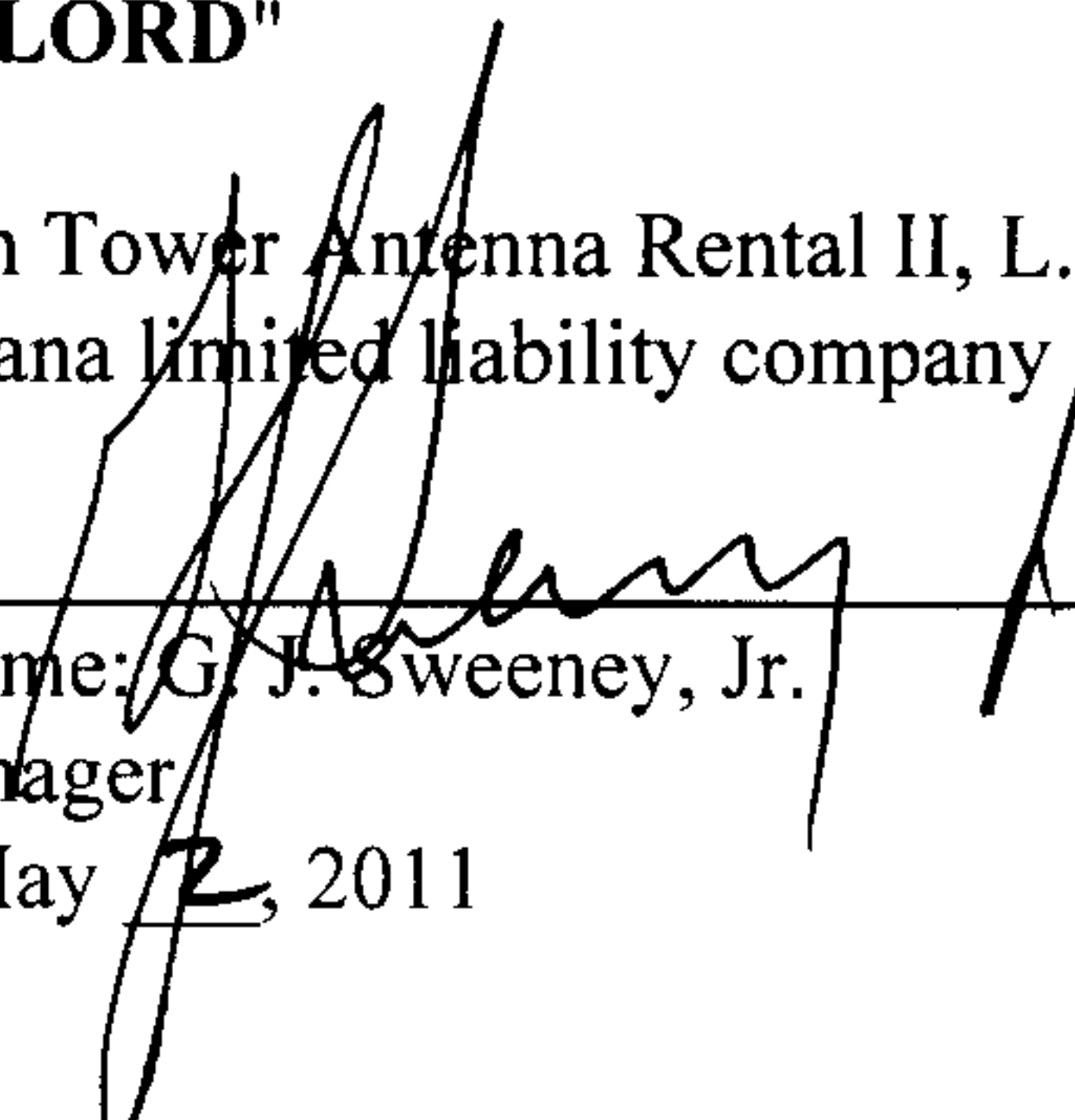
1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the 2nd day of May, 2011, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the first (1<sup>st</sup>) day of the month following the Completion Date, as defined in the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "**Premises**") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease 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 Lease 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 Lease as of the day and year first above written.


**"LANDLORD"**

Southern Tower Antenna Rental II, L.L.C.,  
a Louisiana limited liability company

By:   
Print Name: G. J. Sweeney, Jr.  
Its: Manager  
Date: May 2, 2011

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By:   
Print Name: Karen Roth  
Its: Area Manager - Construction & Engrg.  
Date: May 2, 2011

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



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**LANDLORD ACKNOWLEDGMENT**

STATE OF LOUISIANA  
PARISH OF ORLEANS

On this 2nd day of May, 2011, before me personally appeared G. J. Sweeney, Jr. ("Appearer"), to me personally known, who, being by me duly sworn, did say that he is the Manager of **Southern Tower Antenna Rental II, L.L.C.**, a Louisiana limited liability company, and said Appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said Appearer acknowledged said instrument to be the free act and deed of said limited liability company.

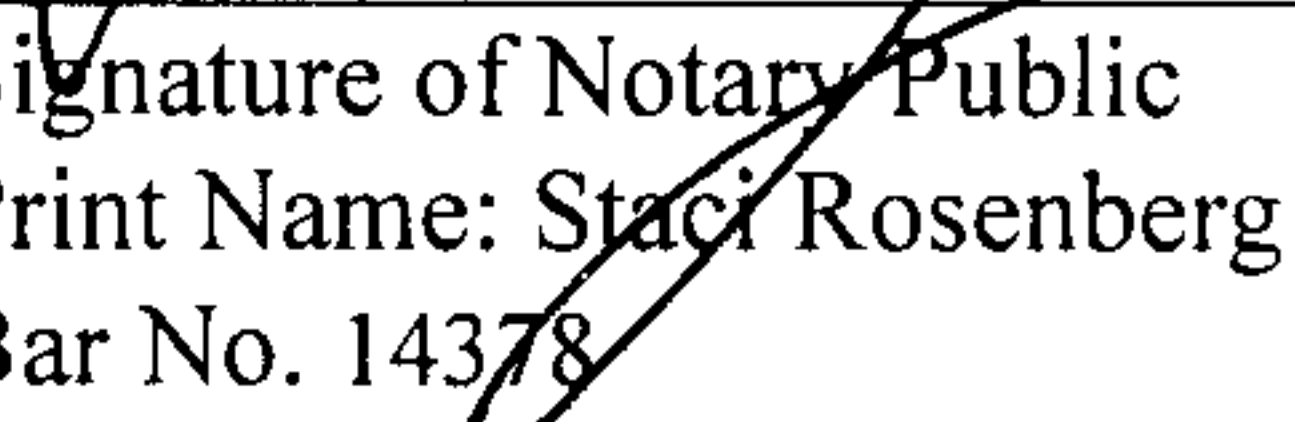
IN WITNESS WHEREOF, Appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written.


WITNESSES:

  
Amanda Brown Fabin

  
Jennifer Charbonnet

  
Appearer

  
Signature of Notary Public  
Print Name: Staci Rosenberg  
Bar No. 14378  
My commission expires at death

  
20110907000265070 3/6 \$126.00  
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**TENANT ACKNOWLEDGMENT**

STATE OF LOUISIANA  
PARISH OF ORLEANS

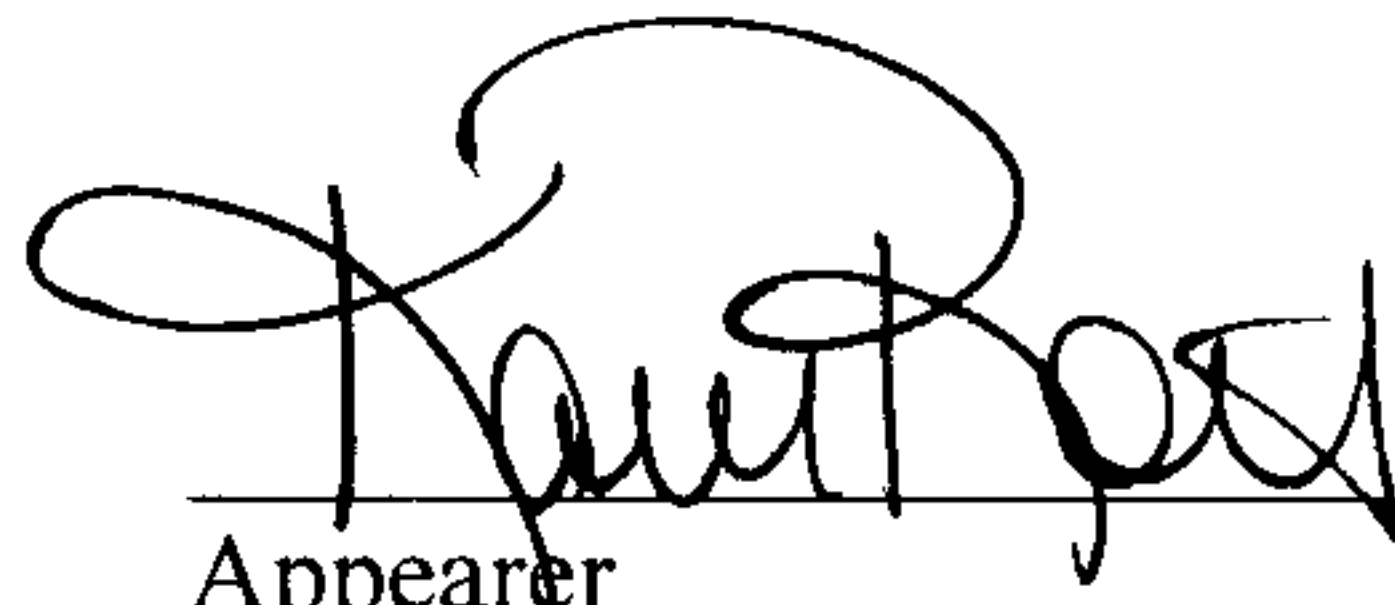
On this 2nd day of May, 2011, before me personally appeared Karen Roth ("**Appearer**"), to me personally known, who, being by me duly sworn, did say that she is the Area Manager - Construction & Engrg. of AT&T Mobility Corporation, Manager of **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, and said Appearer acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that the foregoing instrument was signed on behalf of said limited liability company by authority of its members, and said Appearer acknowledged said instrument to be the free act and deed of said limited liability company.

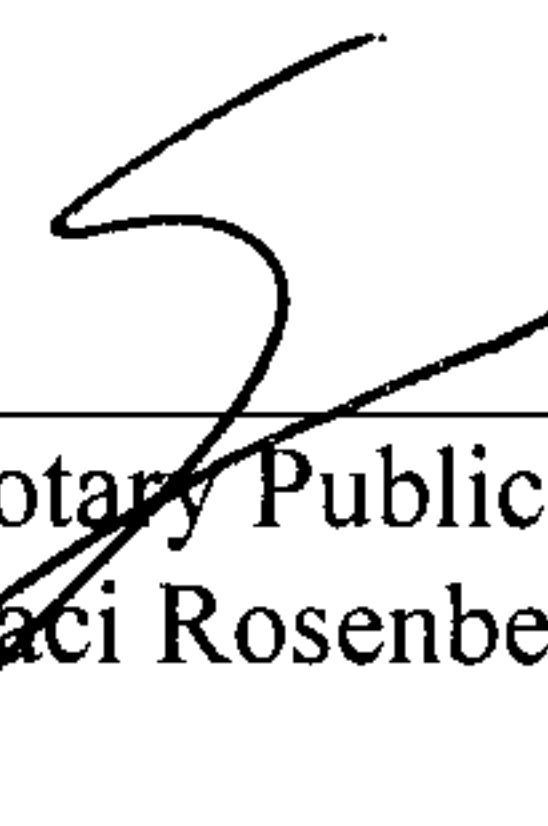
IN WITNESS WHEREOF, Appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, in the Parish and State aforesaid, on the date first above written


WITNESSES:

  
\_\_\_\_\_  
Amanda Brown Fabin

  
\_\_\_\_\_  
Jennifer Charbonnet

  
\_\_\_\_\_  
Appearer

  
\_\_\_\_\_  
Signature of Notary Public  
Print Name: Staci Rosenberg  
Bar No. 14378  
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**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 2

to the Memorandum of Lease dated May 2, 2011, by and between Southern Tower Antenna Rental II, L.L.C., a Louisiana limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.


The Premises are described and/or depicted as a 740 square foot portion of the following real estates:

A 10,000 square foot area leased by Landlord from ground lessor within the following real estates:

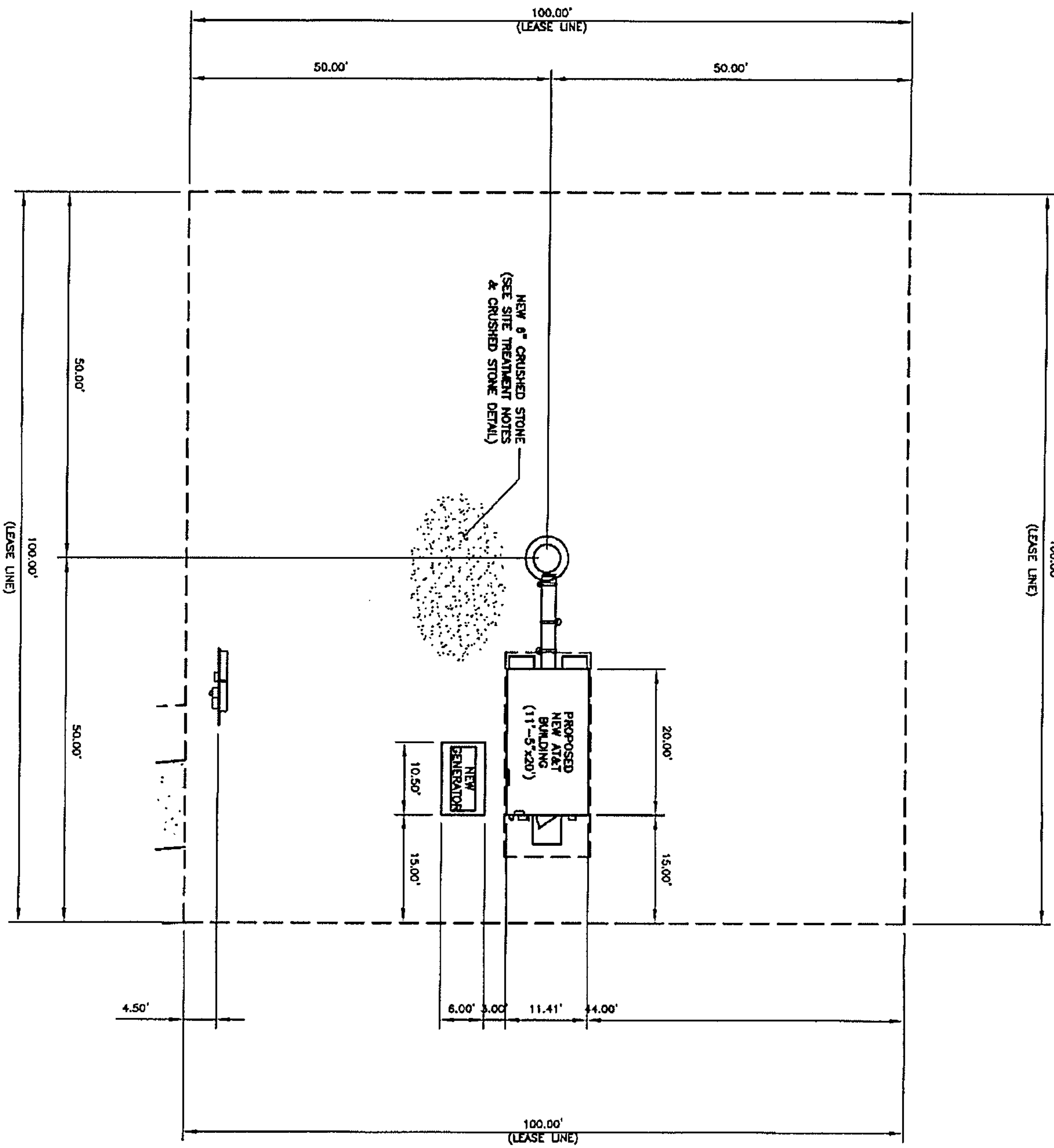
**All that part of the SW 1/4 of NW 1/4 of Section 13, Township 24 North, Range 15 East, that lies North of Shelby County Highway 71.**

**Less and except any portion of subject property lying within a road right of way.**

**Situated in Shelby County, Alabama.**

  
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## Lay Lake (AL)



Shelby County, AL 09/07/2011  
State of Alabama  
Deed Tax:\$99.00



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