

Prepared by:

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

Part of SE/4, Sec. 9, T24N, R15E, Shelby
County, MS

Return to:

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



20120403000114260 1/6 \$126.00
Shelby Cnty Judge of Probate, AL
04/03/2012 02:19:00 PM FILED/CERT

Re: Cell Site Name: Kracker Spring
Fixed Asset Number: 10132311
State: Alabama
Parish: Shelby

**MEMORANDUM
OF
LEASE**

This Memorandum of Lease is entered into on this 23rd day of February, 2012, 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 23rd day of February, 2012, 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 earlier of (i) thirty (30) days following the Completion Date, as defined in the Agreement, or (ii) the date on which Tenant commences construction on the Leased Premises of 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: _____

2/23/12

"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 & Engineering

Date: _____

2/14/12

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



LANDLORD ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF Catayette

On the 13th day of February, 2012, before me personally appeared G.J. Sweeney, Jr., and acknowledged under oath that he is the Manager of Southern Tower Antenna Rental II, L.L.C., the Louisiana limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.



Signature of Notary Public

Print Name: _____

Notary/Bar No.: _____

My Commission Expires _____

OFFICIAL SEAL

GINA B. SWEENEY

NOTARY ID # 92122

STATE OF LOUISIANA

PARISH OF ST. LANDRY

My Commission is for Life



TENANT ACKNOWLEDGMENT

Alabama
STATE OF ~~LOUISIANA~~
COUNTY/~~PARISH~~ OF Shelby

On the 14th day of Feb, 2012, before me personally appeared Karen Roth, and acknowledged under oath that she is the Area Manager, Construction & Engineering 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.



Signature of Notary Public

Print Name: Brigita D. Edmonson

Notary/Bar No.: _____

My Commission Expires _____

NOTARY PUBLIC STATE OF ALABAMA AT/LARGE
MY COMMISSION EXPIRES: Sept 27, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20120403000114260 3/6 \$126.00
Shelby Cnty Judge of Probate, AL
04/03/2012 02:19:00 PM FILED/CERT

EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated February 23rd, 2012, 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 estate:

100' X 100' LEASE AREA (AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to the Point of Beginning; thence N 53°12'14" W a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 100.00 feet to the Point of Beginning.

The above described parcel of land contains 0.23 acres, more or less.

40' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 05°18'48" W a distance of 502.06 feet to a point; thence S 26°58'10" E a distance of 13.21 feet, more or less the westerly right-of-way line of State Highway 145 and the Point of Ending.

The bounds of said described easement to adjoin lease area and right-of-way contiguously and contain 0.47 acres, more or less.

40' GUY ANCHOR EASEMENT 'A'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 69.59 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 58°11'31" W a distance of 188.39 feet to the Point of Ending.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'B'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 10.08 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence N 01°48'29" W a distance of 183.73 feet to the Point of Ending.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'C'(AS SURVEYED)

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set

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(CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 42.43 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 61°48'29" E a distance of 206.00 feet to the Point of Beginning.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

LESS AND EXCEPT any and all rights-of-way over and across the above described easement.



20120403000114260 6/6 \$126.00
Shelby Cnty Judge of Probate, AL
04/03/2012 02:19:00 PM FILED/CERT

AT&T site: Kracker Spring/FA#10132311

Shelby County, AL 04/03/2012
State of Alabama
Deed Tax: \$99.00