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When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117


20130731000311510 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
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Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
ATC Site: 300133

State of Alabama
County of Shelby

Assessor Parcel No(s): 20-1-01-2-001-001-00

ATC-248985

MEMORANDUM OF LEASE

This **MEMORANDUM OF LEASE** (this "**Memorandum**") is entered into as of the latter signature date hereof by and between **Benjamin Norris House, Sr. and Jamie S. House**, husband and wife, ("**Landlord**") having an address of P O BOX 560, WILSONVILLE, AL, 35186 and **American Tower Asset Sub, LLC**, a Delaware limited liability company, ("**Tenant**") having an address of 116 Huntington Avenue, Boston, MA 02116 with copies of notices to 10 Presidential Way, Woburn, MA. 01801 Attn: Land Management.

NOTICE is hereby given of the following described Lease as amended, for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** hereto (the "**Parent Parcel**"). Landlord (or its predecessor in interest) and Tenant (or its predecessor in interest) entered into that certain ground lease (as amended from time to time, the "**Lease**"), whereby the Tenant leases a portion of the Parent Parcel, together with certain easements for access and public utilities and, if applicable, easements for guy wires and guy anchors (collectively, the "**Leased Premises**" and also being described on Exhibit A hereto).
2. **Lease Term Extended.** Tenant shall have the option to extend the Lease for each of ten (10) additional five (5) year renewal terms (each a "**New Renewal Term**" and collectively the "**New Renewal Terms**"). The first New Renewal Term shall commence on the next day following , which date represents the last day of the last remaining existing renewal term in the Lease..
3. **Leased Premises.** The Leased Premises is set forth in **Exhibit A** which may be replaced by an as-built survey at Tenant's option, depicting and/or describing the Parent Parcel, Leased Premises and all applicable easements.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms in the Lease.. In the event of a conflict between this Memorandum and the Lease, the Lease will control. Landlord hereby grants the right to Tenant to fill out and execute on behalf of Landlord any government or transfer tax forms necessary for recording this Memorandum. This right shall terminate upon recording of this Memorandum.

[SIGNATURE PAGES FOLLOWS]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day written below.

LANDLORD:

Benjamin Norris House, Sr.

Signature: *Benjamin Norris House, Sr.*
Print Name: Benjamin Norris House, Sr.
Date: June 17, 2013

WITNESS

Signature: *Pamela Howard*
Print Name: Pamela Howard
Signature: *Rodheal Smitley*
Date: Rodheal Smitley

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama

County of Shelby

On this 17th day of June, 2013, before me, the undersigned Notary Public, personally appeared Benjamin Norris House Sr, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna S. Gannon
Notary Public
Print Name: Donna S. Gannon
My commission expires: June 20, 2015

[SEAL]



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LANDLORD:

Jamie S. House

Signature: Jamie S. House
Print Name: Jamie S. House
Date: June 17, 2013

WITNESS

Signature: Pamela Howard
Print Name: Pamela Howard
Signature: Rachael Smither
Date: Rachael Smither

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama
County of Shelby

On this 17th day of June, 2013, before me, the undersigned Notary Public, personally appeared Jamie S. House, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Donna S. Gannon
Notary Public
Print Name: Donna S. Gannon
My commission expires June 20, 2015

[SEAL]


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TENANT:

American Tower Asset Sub, LLC
a Delaware limited liability company

Signature: [Signature]
Print Name: Shawn Lanier
Title: Vice President Legal
Date: 6-21-2013

WITNESSES:

Signature: [Signature]
Print Name: Deann Cullinan
Signature: [Signature]
Date: POSA Bryan

ACKNOWLEDGEMENT

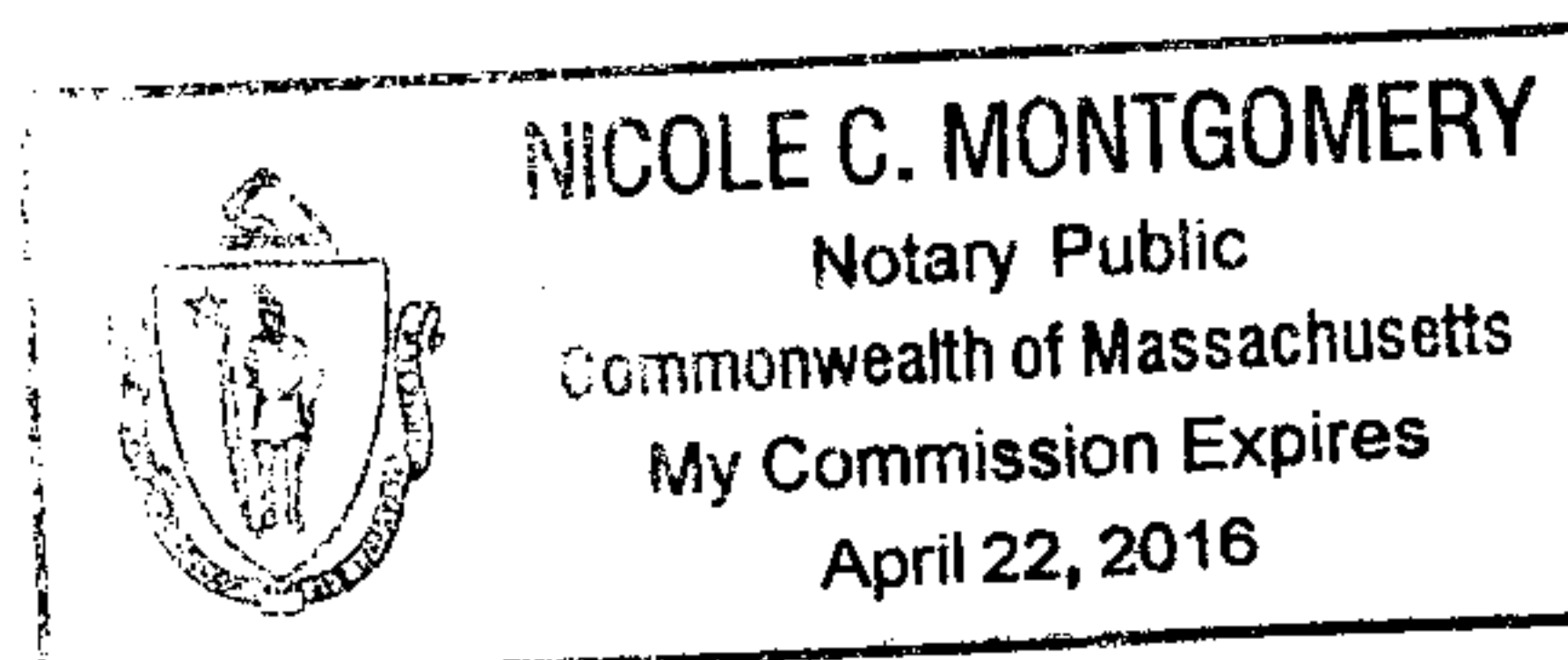
Commonwealth of Massachusetts

County of Middlesex

On June 21st, 2013, before me, Nicole C. Montgomery (here insert name), a Notary Public, personally appeared Shawn Lanier, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Nicole C. Montgomery
Notary Public
Print Name: _____
My commission expires: 4/22/2016




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EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Legal Description: The parcel contained herein is located in the County of Shelby, State of Alabama, and is more particularly described as follows:

The Northeast Quarter (NE 1/4) of Northwest Quarter (NW 1/4) of Section 1, Township 21, Range 1 East, Shelby County, Alabama.

PIN: 20-1-01-2-001-001-000

This being the same parcel conveyed to Benjamin Norris House, Sr. and wife, Jamie S. House, from Benjamin Norris House, Sr. and wife, Jamie S. House, in a deed dated March 18, 2003 and recorded March 19, 2003 in Doc. No. 20030319000164629.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of; (i) the land area conveyed to Tenant in the Lease, (ii) Tenant's existing improvements on the Parent Parcel or (iii) the legal description or depiction below (if any).

Leased Premises is comprised of approximately 10,000 square feet, more or less, located within the property.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.



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