


THIS DOCUMENT PREPARED BY:

Md7, LLC
10590 W. Ocean Air Drive, Suite 300
San Diego, CA 92130

WHEN RECORDED RETURN TO:

New Cingular Wireless PCS, LLC
c/o Md7, LLC
10590 West Ocean Air Drive, Ste 300
San Diego, CA 92130


20130815000333200 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
08/15/2013 12:26:43 PM FILED/CERT

Parcel #: 13 7 25 3 001 018.008

SPACE ABOVE FOR RECORDER'S USE

STATE OF ALABAMA)
COUNTY OF SHELBY)

Re: Cell Site #: 95048
 Cell Site Name: 04418400C (AL)
 Fixed Asset Number: 10129123
 State: AL
 County: Shelby


**MEMORANDUM
OF
AGREEMENT**

This Memorandum of Agreement is entered into on this 21 day of February, 2012, by and between KMG Real Estate Holdings, LLC, an Alabama limited liability company, successor in interest to Kenneth M. Graves, having a mailing address at 136 Kings Crest Lane, Pelham, AL 35124 (hereinafter referred to as "**Lessor**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to Tritel Communications, Inc., a Delaware corporation, having a mailing address of 12555 Cingular Way, Suite 1300, Alpharetta, GA 30004; with a copy to 1025 Lenox Park Blvd., NE, Suite 5D23, Atlanta, GA 30319 (hereinafter referred to as "**Lessee**").

1. The name of the Lessor is KMG Real Estate Holdings, LLC, an Alabama limited liability company. The name of the Lessee is New Cingular Wireless PCS, LLC, a Delaware limited liability company.
2. The specific legal description of the Property is set forth on Exhibit A.

3. Lessor and Lessee (or their predecessors in interest) entered into a certain Option and Lease Agreement dated September 25, 2000, as amended by that certain First Amendment to Option and Lease Agreement dated January 26, 2012 (hereinafter, collectively, the "**Agreement**") for the purpose of installing, operating and maintaining a communications facility and other improvements at Lessor's real property located in the City of Alabaster, County of Shelby, commonly known as 210 Hillwood Park South. All of the foregoing are set forth in the Agreement.
4. The New Initial Term will be five (5) years ("**New Initial Term**") commencing on April 1, 2012, with five (5) successive five (5) year options to renew.
5. The portion of the land being leased to Lessee (the "**Premises**") is described in **Exhibit 1** annexed hereto.
6. This Memorandum of Agreement 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 Agreement 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.


[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]


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IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

LESSOR:

KMG Real Estate Holdings, LLC,
an Alabama limited liability company

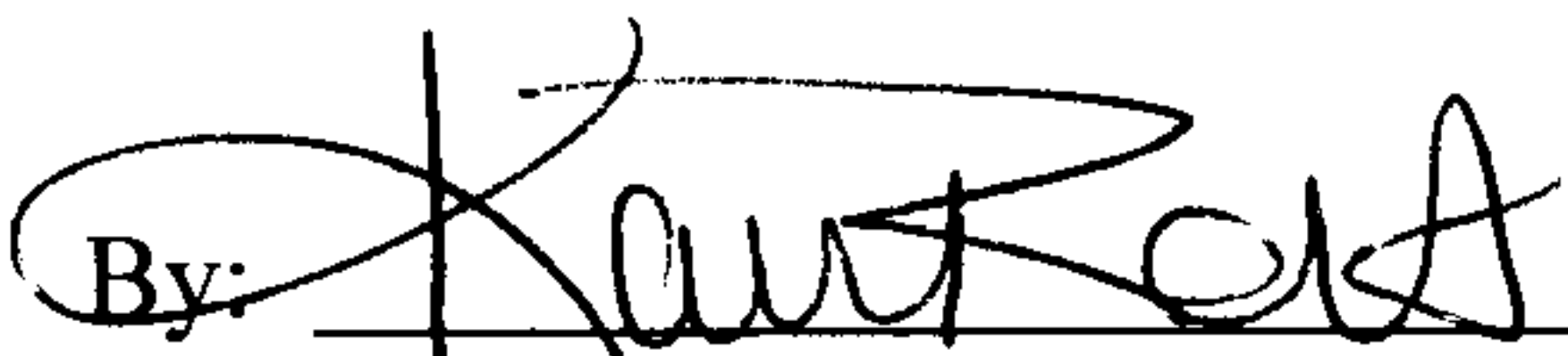
By: 
Kenneth M. Graves, Managing Member

Date: 1/26/12

LESSEE:

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

By: AT&T Mobility Corporation
Its: Manager

By: 

Print Name: Karen Roth

Title: Area MGR, C+E

Date: 2/21/2012

LESSOR ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Shelby)

I CERTIFY that on January 26, 2012, **Kenneth M. Graves** personally came before me and acknowledged under oath that he:

- (a) is the **Managing Member** of **KMG Real Estate Holdings, LLC**, the limited liability company named in the attached instrument;
- (b) was authorized to execute this instrument on behalf of the limited liability company; and
- (c) executed the instrument as the act of the limited liability company.

Ashley D. Blair
Notary Public: Ashley D. Blair

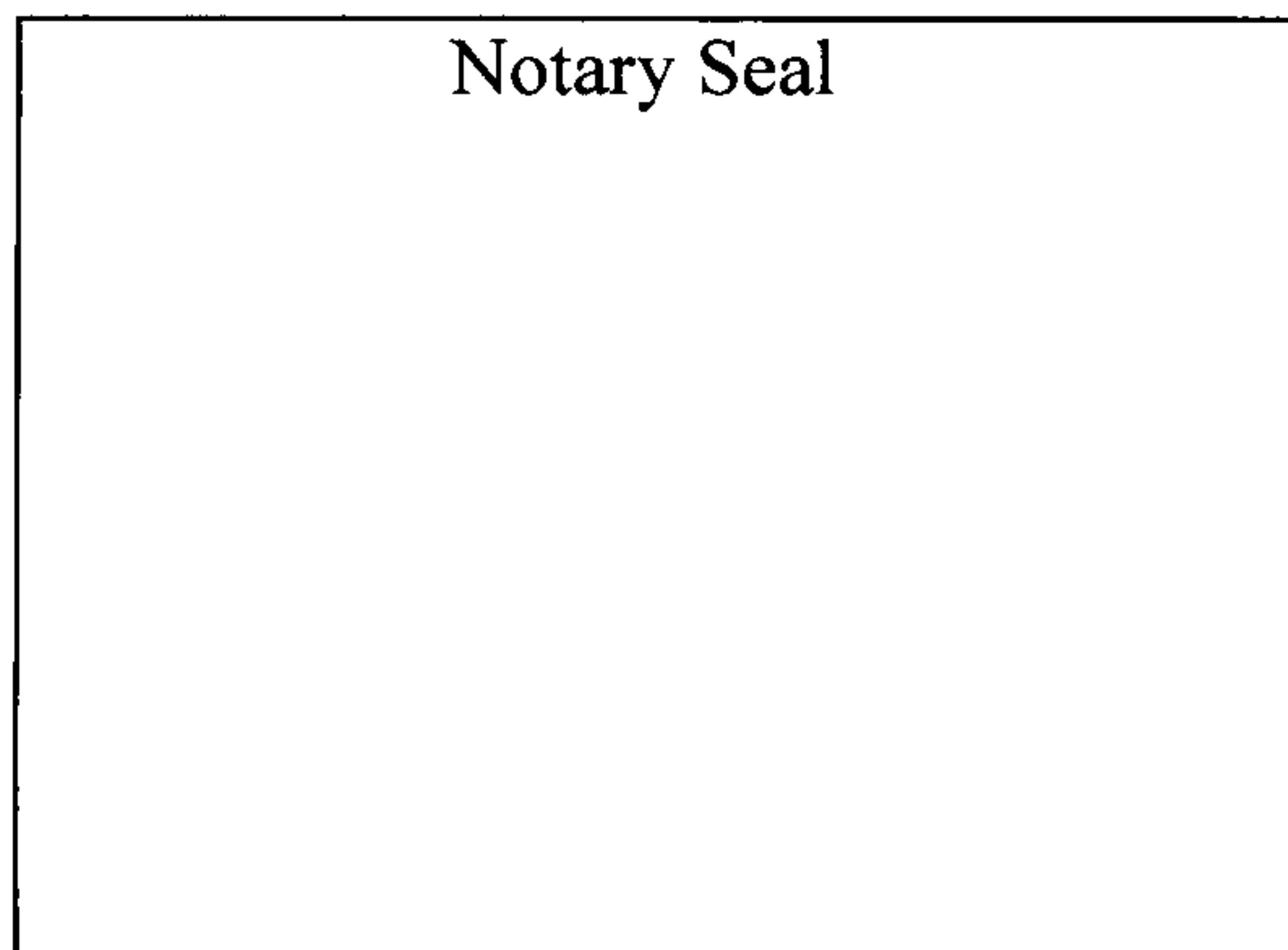
My Commission Expires: My Commission Exp Dec. 13, 2012

LESSEE ACKNOWLEDGEMENT

STATE OF Alabama)
COUNTY OF Shelby) SS.

I certify that I know or have satisfactory evidence that Karen Roth is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the AREA MGR of AT&T Mobility Corporation, the Manager of **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 2/21/2012



Lisa Henderson
(Signature of Notary)

Lisa Henderson
(Legibly Print or Stamp Name of Notary)

Notary Public in and for the State of

AL

My appointment expires: 6/7/2012



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Exhibit 1 to Memorandum of Agreement

Legal Description

Street Address: 210 Hillwood Park South, Alabaster, AL 35007

Parcel #: 13 7 25 3 001 018.008

Parcel 1

A portion of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

Begin at the SE corner of Lot 2 of Circle Hill Subdivision, as recorded in Map Book 5 page 112, in the Probate Judge's Office of Shelby County, Alabama. (said SE corner of Lot 2 is also the SE corner of the Lot 2-A of a Re-survey of Circle Hill Subdivision, as recorded in the Probate Office of Shelby County, Alabama.); from said point of beginning run northeasterly along the east side of Lot 2 of said subdivision for 192.00 feet to a point on the Southwest right of way of Shelby County road No. 68; thence turn an angle of 90 deg. 00 min. to the right and run southeasterly along the said right of way for 35.80 feet to the point of beginning of a tangent curve concave southwesterly and having a radius of 349.73 feet; thence continue southeasterly along the said curved right of way through a central angle of 6 deg. 58 min. 33 sec. for 42.54 feet; thence turn an angle from the chord of said curve segment of said right of way of 91 deg. 22 min. 05 sec. to the right and run Southwesterly along the West side of a 50 foot wide access easement for 233.78 feet to a point on the North side of a water tank site owned by the City of Alabaster; thence turn an angle of 90 deg. 00 min. to the right and run Northwesterly along the North side of said tank site for 58.58 feet to a point on the East side of Lot 3-A of Circle Hill Subdivision; thence turn an angle of 85 deg. 08 min. 38 sec. to the right and run Northeasterly along the East side of Lot 3-A for 38.53 feet back to the point of beginning. Situated in the Town of Alabaster, Shelby County, Alabama.

Parcel II

Part of the SE 1/4 of the SW 1/4 of Section 25, Township 20 South, Range 3 West, described as follows:

From the SW corner of said 1/4-1/4 Section, run in an easterly direction along the South line of said 1/4 -1/4 Section for a distance of 77.98 feet; thence turn an angle to the left of 75 deg. 33 min. 30 sec. and run in a northeasterly direction along the East line of Lots 14, 15, 16, 17 & 18, in Block 3, Re-survey of George's Subdivision of Keystone, Sector 3, as recorded in the Probate Office of Shelby County, Alabama, in Map Book 4 page 33 for a distance of 460.0 feet; thence turn an angle to the right of 87 deg. 45 min. 30 sec. and run in a southeasterly direction for a distance of 280.40 feet; thence turn an angle to the left of 73 deg. 47 min. and run in a northeasterly direction for a distance of 190.03 feet; thence turn an angle to the right of 88 deg. 16 min. 30 sec. and run in a southeasterly direction 78.0 feet to the point of beginning; thence turn an angle to the left of 28 deg. 37 min. and run in an easterly direction for a distance of 138.06 feet, more or less, to a point on the Northwest right of way line of Hickory Hill Drive; thence turn an angle to the left and run northerly along the West right of way line of Hickory Hill Drive to its intersection with South right of way line of County Highway #68; thence northwesterly along the South right of way line of County Highway #68 to its intersection with East line of a 50 foot easement as condemned by Town of Alabaster in Probate Minutes 32 page 655 in the Probate Office; thence in a southerly direction along the East line of said easement to the North line of Water Tank Lot, as condemned by Town of Alabaster in Probate Minutes 32 page 655 in Probate Office; thence southeasterly along said Water Tank Lot to its Northeast corner; thence southwesterly along the East line of said Water Tank Lot to the point of beginning. Situated in Shelby County, Alabama.

Mineral and mining rights excepted.



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