

MEMORANDUM OF LEASE

Prepared by:

Mike Garriques

BlueWave Deployment

111 West Main St., Suite 202

Garner, NC 27529

Return to:

Rosenberg & Clark, LLC

400 Poydras Street, Suite 1680

New Orleans, LA 70123

Attn: Staci A. Rosenberg

Re: Cell Site Name: AL-Calera East

Fixed Asset # AL-12919727

State: Alabama

County: Shelby

MEMORANDUM OF LEASE

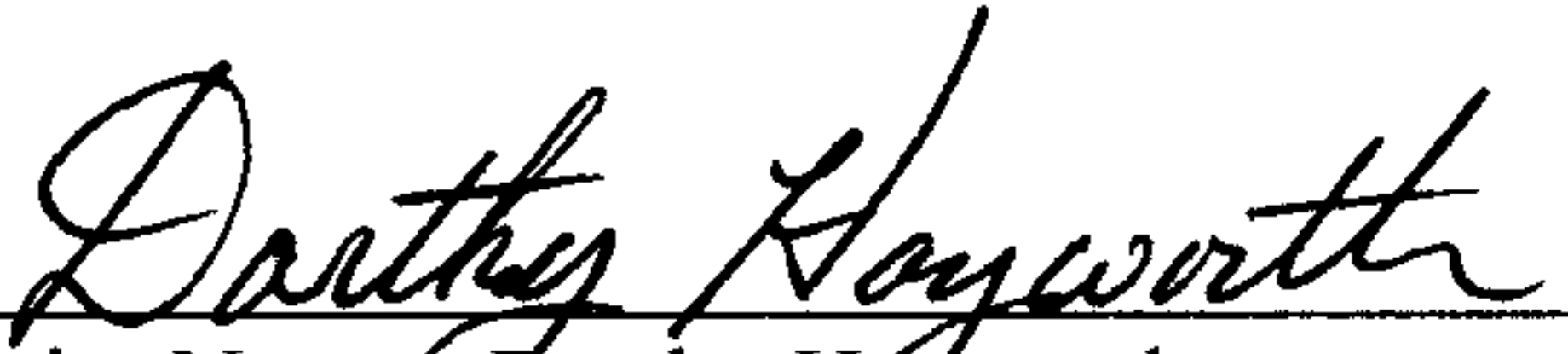
This Memorandum of Lease is entered into on this 21st day of February, 2014, by and between Dorthy Hayworth and Douglas Hayworth, a married couple, having a mailing address of 4922 Meadow Brook Way, Birmingham, AL 35242 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Dr., Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

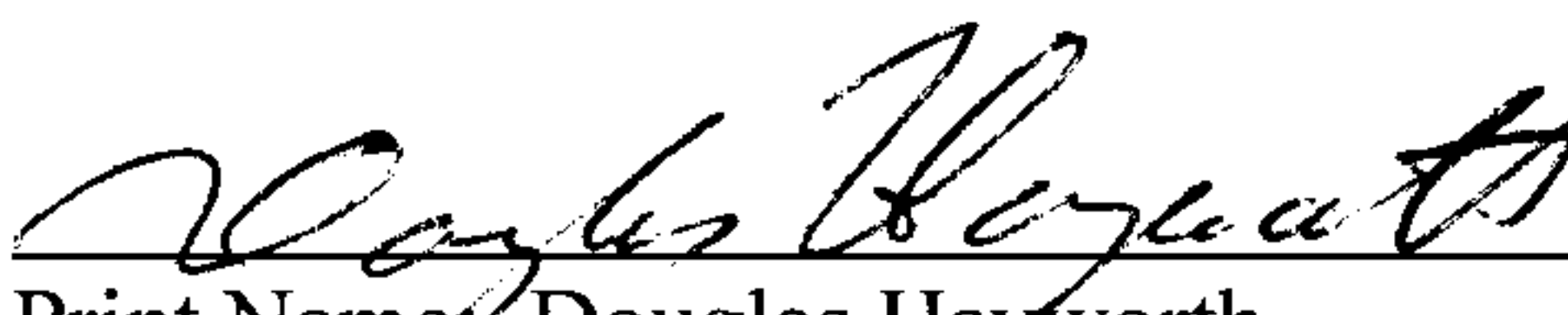
1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 21st day of February, 2014, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of its option, with four (4) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant and associated easements are 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"


Print Name: Dorthy Hayworth
Date: 02-12-14



Print Name: Douglas Hayworth
Date: 2-12-14

"TENANT"

New Cingular Wireless PCS, LLC,
a Delaware limited liability company
By: AT&T Mobility Corporation
Its: Manager

By: 
Print Name: June Palazzo
Its: Allen mg. Co.
Date: 2-21-14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]


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Shelby Cnty Judge of Probate, AL
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TENANT ACKNOWLEDGMENT

STATE OF Alabama)
) ss:
COUNTY OF Jefferson)

On the 12 day of February, 2014 before me personally appeared Douglas & Darthy Hayworth and acknowledged under oath that he/she is the Landlord of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Ann Jane Scroggins
Notary Public: Ann Jane Scroggins
My Commission Expires: 06/14/2016

LANDLORD ACKNOWLEDGMENT

STATE OF Alabama)
) ss:
COUNTY OF Jefferson)

On the 12 day of February, 2014 before me, personally appeared **Darthy Hayworth and Douglas Hayworth**, a married couple, who acknowledged under oath, that they are the individuals named in the within instrument, and that they executed the same in their stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Ann Jane Scroggins
Notary Public: Ann Jane Scroggins
My Commission Expires: 06/14/2016

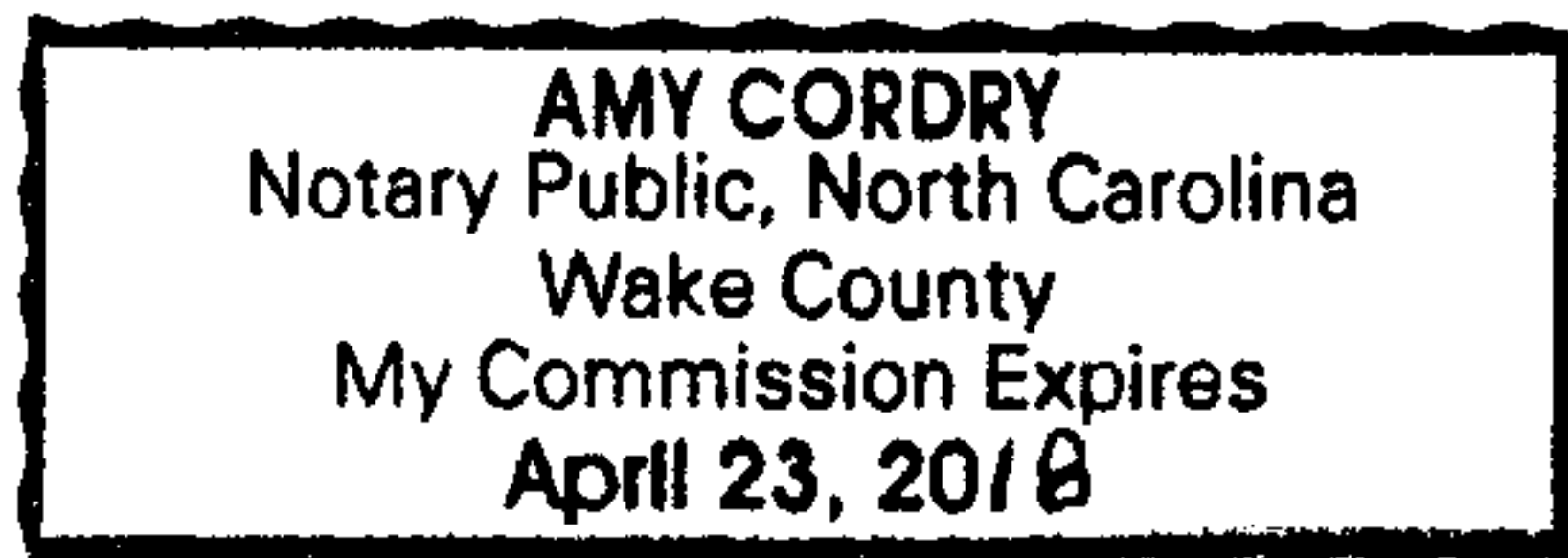


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TENANT ACKNOWLEDGMENT

STATE OF NC)
COUNTY OF WAKE) ss:

On the 21st day of February, 2014, before me personally appeared Chris Palazzola, and acknowledged under oath that he/she is the Area Manager of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Amy Cordry
Notary Public:
My Commission Expires: 04/23/2018

LANDLORD ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) ss:

On the _____ day of _____, 20____ before me, personally appeared **Darthy Hayworth and Douglas Hayworth**, a married couple, who acknowledged under oath, that they are the individuals named in the within instrument, and that they executed the same in their stated capacity as the voluntary act and deed of Landlord for the purposes therein contained.

Notary Public: _____
My Commission Expires: _____



EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 3

to the Memorandum of Lease dated February 21, 2014, by and between Dorthy Hayworth and Douglas Hayworth, a married couple, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:


PARENT TRACT (INSTRUMENT NO: 20080917000369530)

PARCEL 1:

A parcel of land located in the North 1/2 of the NE 1/4 of Section 12, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows:

Begin at the SE corner of the NE 1/4 of the NE 1/4 of Section 12, Township 22 South, Range 2 West, Shelby County, Alabama, and run North 89 degrees 07 minutes 21 seconds West along the South line of said 1/4 - 1/4 and the North line of McMahon Highlands at Shelby Springs Farms as recorded in Map Book 28, Page 25 and Map Book 34, Page 72, a distance of 1378.69 feet; thence North 22 degrees 02 minutes 04 seconds West a distance of 526.43 feet; thence North 17 degrees 30 minutes 45 seconds East a distance of 115.94 feet; thence North 45 degrees 34 minutes 32 seconds East a distance of 409.34 feet to a point on the Southerly right of way of Tolleson Road being on a curve to the left having a central angle of 11 degrees 23 minutes 09 seconds, a radius of 471.65 feet, a chord of 93.57 feet along a bearing of North 62 degrees 19 minutes 22 seconds East; thence run along the arc of said right of way a distance of 93.73 feet to a point on a curve to the right having a central angle of 51 degrees 08 minutes 56 seconds, a radius of 83.26 feet, a chord of 71.88 feet along a bearing of North 82 degrees 12 minutes 15 seconds East; thence run along the arc of said right of way a distance of 74.33 feet to a point on a curve to the left having a central angle of 9 degrees 57 minutes 00 seconds, a radius of 1340.43 feet, a chord of 232.48 feet along a bearing of South 77 degrees 11 minutes 47 seconds East; thence run along the arc of said right of way a distance of 232.78 feet to a point on a curve to the right having a central angle of 6 degrees 54 minutes 39 seconds, a radius of 939.37 feet, a chord of 113.24 feet along a bearing of South 78 degrees 42 minutes 57 seconds East; thence run along the arc of said right of way a distance of 113.31 feet; thence tangent along said right of way a bearing of South 75 degrees 15 minutes 37 seconds East a distance of 186.86 feet to a point on a curve to the right having a central angle of 45 degrees 24 minutes 31 seconds, a radius of 268.76 feet, a chord of 207.47 feet along a bearing of South 52 degrees 33 minutes 22 seconds East; thence run along the arc of said right of way a distance of 213.00 feet; thence tangent along said right of way a bearing of South 29 degrees 51 minutes 07 seconds East a distance of 349.27 feet to a point on a curve to the left having a central angle of 19 degrees 05 minutes 40 seconds, a radius of 327.20 feet, a chord of 108.54 feet along a bearing of South 39 degrees 23 minutes 56 seconds East; thence run along the arc of said right of way a distance of 109.04 feet; thence tangent along said right of way a bearing of South 48 degrees 56 minutes 46 seconds East a distance of 225.07 feet; thence South 0 degrees 17 minutes 55 seconds West leaving said right of way a distance of 177.43 feet to the point of beginning.

According to survey of Rodney Y. Shiflett, RLS #21784.


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DESCRIPTION OF PREMISES

Page 2 of 3

The Premises are described and/or depicted as follows:

100'x100' LEASE AREA (AS SURVEYED)

A Lease Area being a part of that certain tract of land as described in Instrument Number 20080917000369530 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NE 1/4, Section 12, Township 22 South, Range 2 West, and being more particularly described as follows:

COMMENCE at a 1/2" rebar found marking a point on the Northwesterly line of said tract of land at its Northwesterly most intersection with Tolleson Road (40' public right-of-way); thence run S 21°12'00" E for a distance of 50.00 feet to a 5/8" capped rebar (#19753) and the POINT OF BEGINNING; thence run S 44°29'55" E for a distance of 100.00 feet to a 5/8" capped rebar (#19753); thence run S 45°30'05" W for a distance of 100.00 feet to a 5/8" capped rebar (#19753); thence run N 44°29'55" W for a distance of 100.00 feet to a 5/8" capped rebar (#19753); thence run N 45°30'05" E for a distance of 100.00 feet to the POINT OF BEGINNING. The above described lease area to contain 0.23 acres, more or less.

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

An easement being a part of that certain tract of land as described in Instrument Number 20080917000369530 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NE 1/4, Section 12, Township 22 South, Range 2 West, and being more particularly described as follows:

COMMENCE at a 1/2" rebar found marking a point on the Northwesterly line of said tract of land at its Northwesterly most intersection with Tolleson Road (40' public right-of-way); thence run S 21°12'00" E for a distance of 50.00 feet to a 5/8" capped rebar (#19753); thence run S 44°29'55" E for a distance of 37.92 feet to 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 run N 21°11'59" W for a distance of 102.65 feet to the Southeasterly edge of the chert roadbed of said Tolleson Road and the POINT OF ENDING. The above described easement to adjoin lease area and the right-of-way of Tolleson Road contiguously and contains 0.07 acres, more or less.

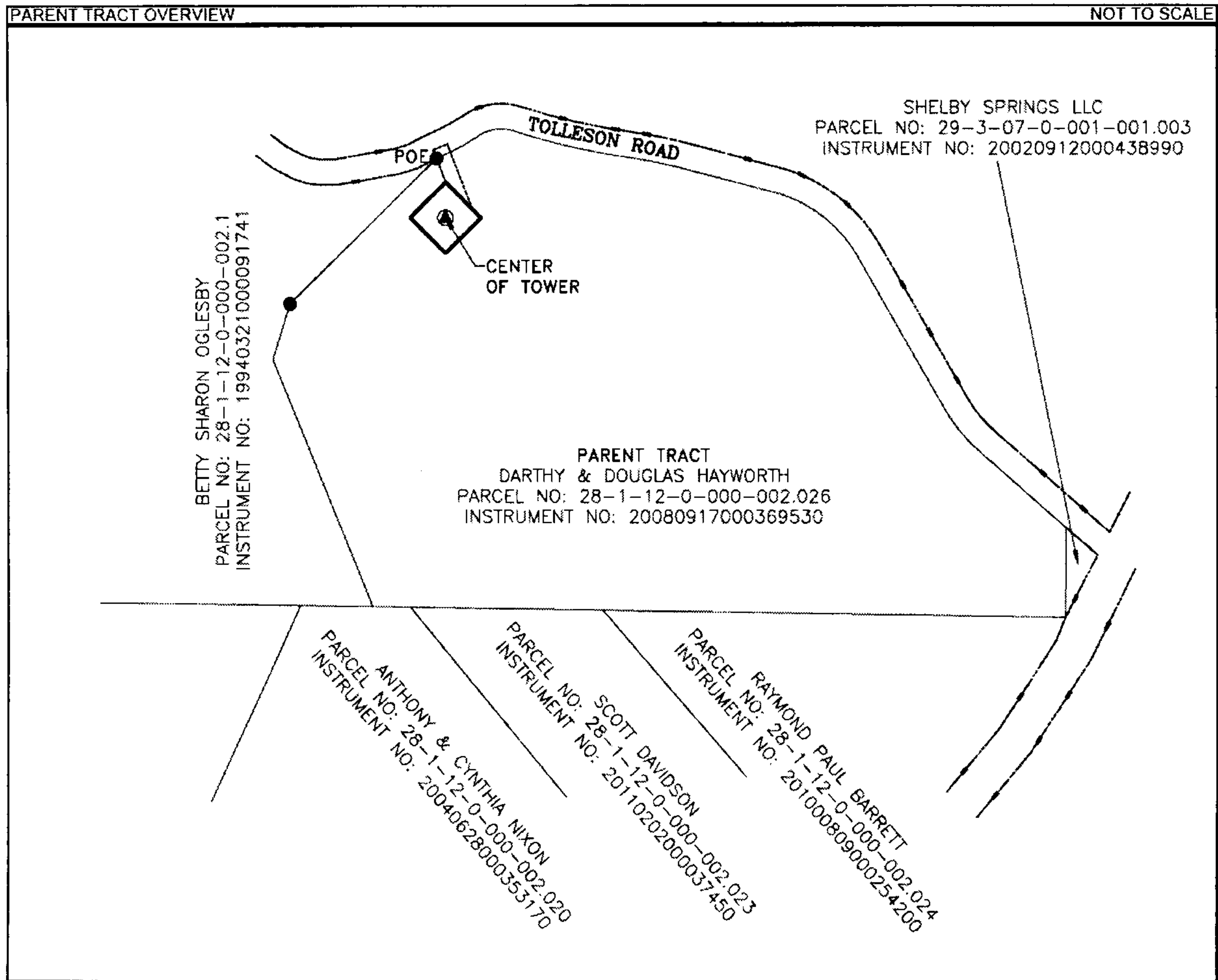
LESS AND EXCEPT any and all of the above described easement over and across the right-of-way of Tolleson Road.



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DESCRIPTION OF PREMISES

Page 3 of 3



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