


MEMORANDUM OF LEASE

Prepared by:

Troy D. McVey
ForeSite Services, LLC
3975 Asbury Road
Birmingham, AL 35243
(205) 490-2228

Return to:

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


20140915000288520 1/6 \$339.50
Shelby Cnty Judge of Probate, AL
09/15/2014 11:44:18 AM FILED/CERT

Re: Cell Site # _____; Cell Site Name: Cahaba Beach Road AL
Fixed Asset # 12588721
State: Alabama
County: Shelby

Shelby County, AL 09/15/2014
State of Alabama
Deed Tax: \$310.50

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 30 day of June, 2014, by and between Inverness Holdings, LLC, an Alabama limited liability company, having a mailing address of #1 County Club Drive,, 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 30 day of June, 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"

Inverness Holdings, LLC, an Alabama
limited liability company

By: [Signature]

Print Name: William A. Ochsenburt, III

Its: Vice President - Member

Date: June 27, 2014

"TENANT"

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

By: AT&T Mobility Corporation

Its: Manager


By: [Signature]

Print Name: Alina Dumitrescu

Its: Area Manager, Construction & Engrg.

Date: 6/30/14

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]


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LANDLORD ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF Jefferson)

On the 27 day of June, 2014, before me personally appeared William A. Ochen Hertel III, and acknowledged under oath that he/she is the Vice President + Member of Inverness Holdings, LLC, the Landlord named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Landlord.

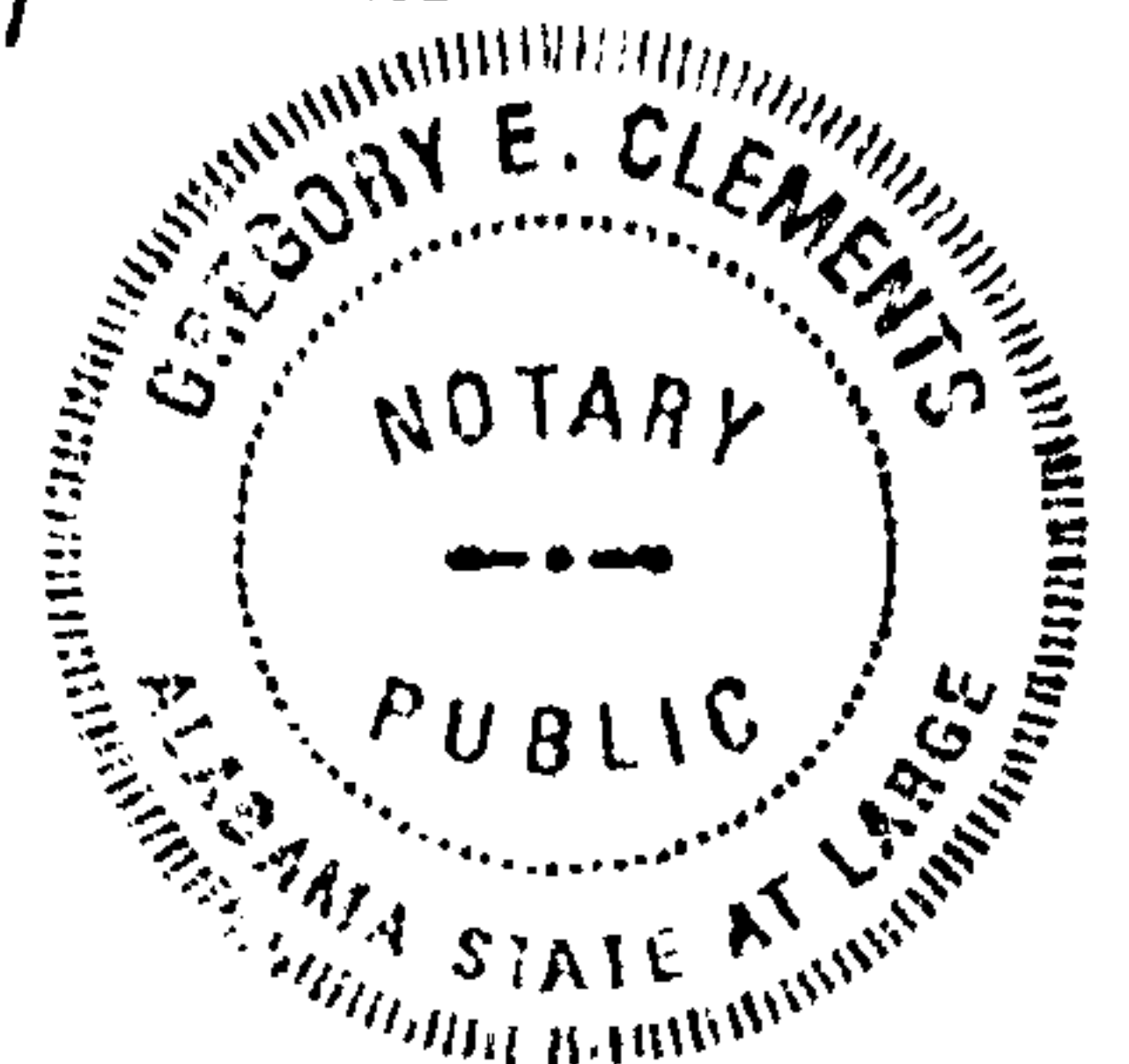
William C. Winter
Notary Public: William C. Winter
My Commission Expires: 6-22-15

TENANT ACKNOWLEDGMENT

STATE OF ALABAMA)
) ss:
COUNTY OF JEFFERSON)

On the 30th day of June, 2014, before me personally appeared Alina Dumitrescu, and acknowledged under oath that she is the Area Manager, Construction & Engrg. 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.

Gregory E. Clements
Notary Public: Gregory E. Clements
My Commission Expires: 10/21/16





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EXHIBIT 1

DESCRIPTION OF PREMISES

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to the Memorandum of Lease dated June 30, 2014, by and between Inverness Holdings, LLC, an Alabama limited liability company, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Property is legally described as follows:

The Inverness Holdings, LLC 124 acre tract of land, with the designated Parcel No. 101020003050000 from the tax map in the Tax Assessor's Office of Shelby County, Alabama and lying in the NE 1/4 of Section 2, Township 19 South, Range 2 West in said Shelby County, Alabama.

The Premises are described and/or depicted as follows:

70' X 70' LEASE AREA (AS SURVEYED)

A lease area being a portion of the Inverness Holdings, LLC 124 acre tract of land, with the designated Parcel No. 101020003050000 from the tax map in the Tax Assessor's Office of Shelby County, Alabama and lying in the NE 1/4 of Section 2, Township 19 South, Range 2 West in said Shelby County and being more particularly described as follows:

Commence at a 5/8" rebar found in place marking the northerly corner of Lot 33, Town of Adam Brown Phase 2, as recorded in Map Book 8, Page 25 in the Office of the Judge of Probate of said County and run S 61°16'08" E along the northeasterly line of said Lot 33 for a distance of 100.24 feet to a 5/8" rebar found marking the northeasterly corner of said Lot 33; thence N 72°45'05" E for a distance of 554.65 feet to a 1 crimp pipe found marking the southwesterly corner of Lot 205, Cambrian Wood Condominiums, as recorded in Map Book 6, Page 62 in said Probate Office; thence N 12°53'24" W along the southwesterly line of said Lot 205 for a distance of 685.67 feet to a 1 crimp pipe found marking the northwesterly corner of said Lot 205 and the southerly line of the Inverness Golf Course No. 10 Fairway at the northerly line of said 124 acre tract of land; thence S 26°01'19" W for a distance of 163.63 feet to a 5/8" rebar set and the Point of Beginning; thence S 00°00'00" E for a distance of 70.00 feet to a 5/8" rebar set; thence N 90°00'00" W for a distance of 70.00 feet to a 5/8" rebar set; thence N 00°00'00" W for a distance of 70.00 feet to a 5/8" rebar set; thence N 90°00'00" E for a distance of 70.00 feet to the Point of Beginning. Said above described parcel contains 0.11 acres, more or less.

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

An easement being a portion of the Inverness Holdings, LLC 124 acre tract of land, with the designated Parcel No. 101020003050000 from the tax map in the Tax Assessor's Office of Shelby County, Alabama and lying in the NE 1/4 of Section 2, Township 19 South, Range 2 West in said Shelby County and being more particularly described as follows:

Commence at a 5/8" rebar found in place marking the northerly corner of Lot 33, Town of Adam Brown Phase 2, as recorded in Map Book 8, Page 25 in the Office of the Judge of Probate of said County and run S 61°16'08" E along the northeasterly line of said Lot 33 for a distance of 100.24 feet to a 5/8" rebar found marking the northeasterly corner of said Lot 33; thence N 72°45'05" E for a distance of 554.65 feet to a 1 crimp pipe found marking the southwesterly corner of Lot 205, Cambrian Wood Condominiums, as recorded in Map Book 6, Page 62 in said Probate Office; thence N 12°53'24" W along the southwesterly line of said Lot 205 for a distance of 685.67 feet to a 1 crimp pipe found marking the northwesterly corner of said Lot 205 and the southerly line of the Inverness Golf Course No. 10 Fairway at the northerly line of said 124 acre tract of land; thence S 26°01'19"



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W for a distance of 163.63 feet to a 5/8" rebar set; thence S 00°00'00" E for a distance of 70.00 feet to a 5/8" rebar set; thence N 90°00'00" W for a distance of 35.00 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 S 00°00'00" E for a distance of 33.22 feet, more or less, to the center line of Country Club Drive and the Point of Ending. The bounds of said described easement to adjoin lease area and the centerline of Country Club Drive contiguously, and contains 0.02 acres, more or less. Less & Except any public right-of-way of Country Club Drive above and across said above described easement.



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