

PREPARED BY, RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Irwin J. Fayne
Holland & Knight LLP
515 East Las Olas Boulevard
Suite 1200
Fort Lauderdale, FL 33301



20150604000185700 1/9 \$1881.50
Shelby Cnty Judge of Probate, AL
06/04/2015 12:28:11 PM FILED/CERT

(space above this line for Recorder's use only)

MEMORANDUM OF LEASE

This Memorandum of Lease (this "Memorandum") is dated as of the 18th day of May, 2015, by and between Highway 11/31 II, LLC ("Landlord") and Celco Partnership d/b/a Verizon Wireless ("Tenant") with an address c/o Verizon Global Real Estate, Attn: Lease Administration, 7701 E. Telecom Parkway, Mail Code: FLTDSB1W, Temple Terrace, Florida 33637, Phone #: 813-978-2066, Fax #: 813-978-4249 Verizon Property ID GLC#: 314799, with reference to the following facts:

Concurrently with the date hereof, Landlord and Tenant entered into that certain Lease (the "Lease") for that certain premises (the "Premises") which contains or will contain a building of approximately 4,500 square feet of rentable area and parking areas, approximately within the area shown on the Site Plan attached hereto as Exhibit A and incorporated herein by this reference. The Premises is located at I-65 & Highway 31, Alabaster, AL, the underlying real property of which is legally described on Exhibit B attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the foregoing, Landlord and Tenant hereby agree as follows:

1. Agreement to Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises together with the exclusive right to the use all parking and access areas as shown on the Site Plan pursuant to the Lease, at the rental and upon all of the terms and conditions set forth in the Lease, which Lease is incorporated herein by this reference. In the event of any inconsistency between the terms and conditions of this Memorandum and the terms and conditions of the Lease, the terms and conditions of the Lease shall govern and control.
2. Term. Subject to the terms and conditions contained in the Lease, the Premises is leased for an initial term which is to expire on the expiration of ten (10) "Lease Years" (as defined in the Lease) following the "Commencement Date" (as defined in the Lease), together with options to extend the term of the Lease for two (2) separate, consecutive five (5) year periods.
3. Additional Provisions. The Lease contains, among other provisions, the following specific provisions:


A. Tenant shall be entitled to use the Premises for any lawful use, including without limitation, the Permitted Use described as follows: the furnishing of wireless and/or wireline communications services (including, without limitation, voice, data, paging, text messaging, television, video, fiber optic cable and internet access) and the sale and servicing of wireless and/or wireline communications equipment and related accessories, internet devices, wireless computing equipment; and any services and items which are a technological evolution of any of the foregoing services, equipment and/or accessories. Landlord represents and warrants that the Permitted Use will not violate any agreement to which the Premises or Landlord is bound, and Landlord shall indemnify and hold harmless Tenant from any loss or liability in the event this representation is not true including without limitation defense of any claims raised by any other tenant who has an exclusive use right in conflict with the Permitted Use. In the event prior to the Commencement Date (i) Tenant learns of a claim having been asserted by a third party that the above Permitted Use is in conflict with such third party's rights and/or violates the terms of its agreement (which agreement by restriction or otherwise affects the Premises) and (ii) Tenant has reason to believe that such third party is entitled to assert such rights and/or violation as grounds to prevent Tenant from engaging in the above Permitted Use, Tenant shall in its sole discretion be entitled to cancel this Lease. Notwithstanding the foregoing, any use of the Premises for other than the Permitted Use is subject to Landlord's prior written consent which shall not be withheld provided that the changed use does not violate the Restriction (defined in Section 8.2) or any restrictions in any then-existing Shopping Center leases or any then-existing use restriction applicable to the Shopping Center.

B. Tenant shall be entitled to the entire signage on both sides of each pylon/monument sign located on the Premises.

C. Tenant shall be entitled, at its discretion from time to time, to trim trees in the Premises in order to make them neat in appearance and to create maximum view corridors for the Building from all fronting roads or drives adjacent to the Premises. The cost of tree trimming initiated by Tenant shall be at Tenant's expense. Additionally, Tenant at its expense shall be entitled to have any of the trees relocated to another location on the Premises (subject to Landlord's reasonable approval) as Tenant elects to eliminate interference with the visibility of the Building or any of Tenant's exterior signage from all fronting roads or drives adjacent to the Premises.

4. Covenants Running with the Land. The covenants of Landlord set forth in the Lease shall run with the land of the Premises in accordance with the provisions of applicable law.

IN WITNESS WHEREOF, each of the parties hereto has executed this instrument as of the date first above written.


20150604000185700 2/9 \$1881.50
Shelby Cnty Judge of Probate, AL
06/04/2015 12:28:11 PM FILED/CERT

LANDLORD:

Highway 11/31 II, LLC

By: 

Print Name: William C. Finner

Print Title: Manager

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: 

Print Name: Dean A. Jones

Print Title: Director, RE/Facilities
South Area



20150604000185700 3/9 \$1881.50
Shelby Cnty Judge of Probate, AL
06/04/2015 12:28:11 PM FILED/CERT

STATE OF Georgia)
)
) SS.
COUNTY OF Fulton)

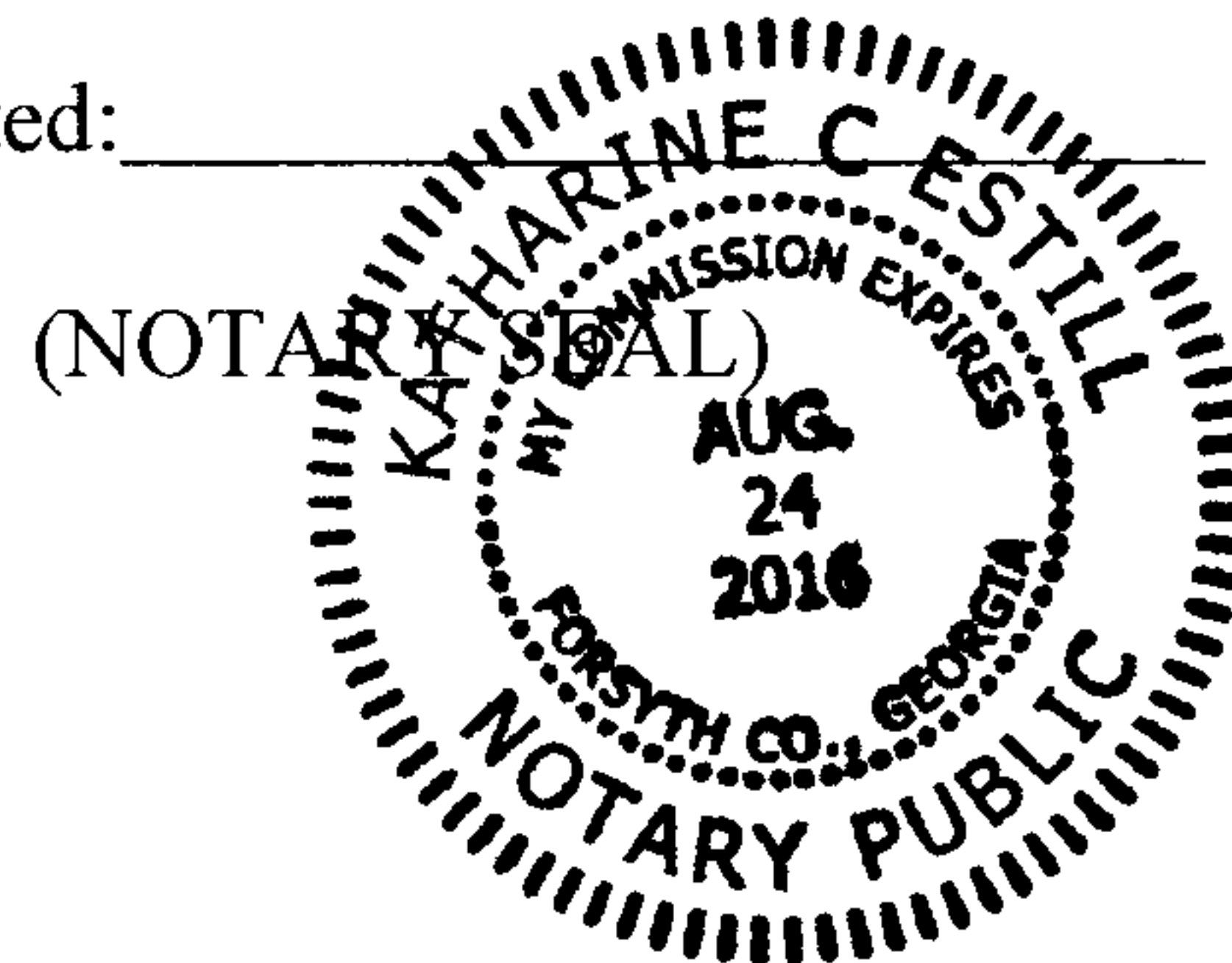
The foregoing instrument was acknowledged before me this 11th day of December, 2014, by Dean A. Jones, the Dir, RE/Fac of Cellco Partnership d/b/a Verizon Wireless, a Delaware partnership, on behalf of the partnership. He/She is personally known to me or has produced N/A as identification.

Notary Public: Katharine C. Estill

Name of Notary Printed: _____

My commission expires: _____

My commission number is: _____



STATE OF Alabama)
) : SS.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 18th day of May, 2015, by William Leitner, the Manager of Highway 11/31 II, LLC, an Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

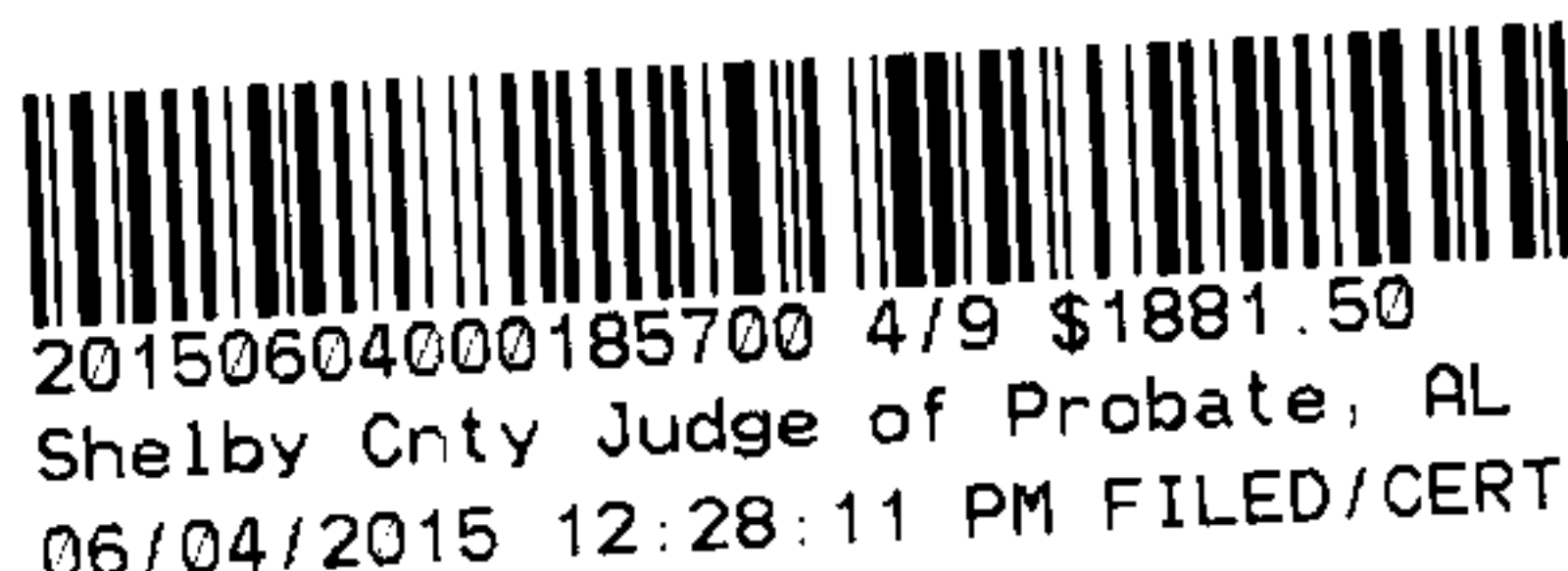
Notary Public: Susan M. Edge

Name of Notary Printed: Susan M. Edge

My commission expires: MY COMMISSION EXPIRES JULY 26, 2015

My commission number is: NA

(NOTARY SEAL)



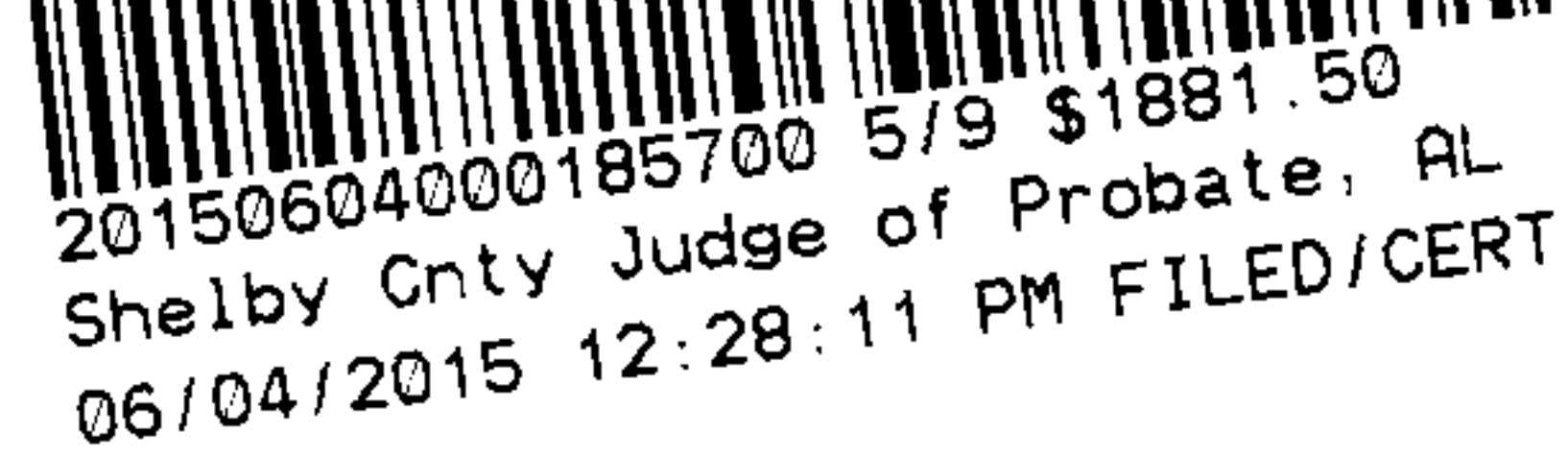
[illegible]

EXHIBIT B TO MEMORANDUM OF LEASE
LEGAL DESCRIPTION

Lots 7A and 7B, FINAL PLAT OF COLONIAL PROMENADED ALABASTER SOUTH LOT
7 SUBDIVISION, recorded in Map Book 44, Page 3 in the Probate Office of Shelby County,
Alabama

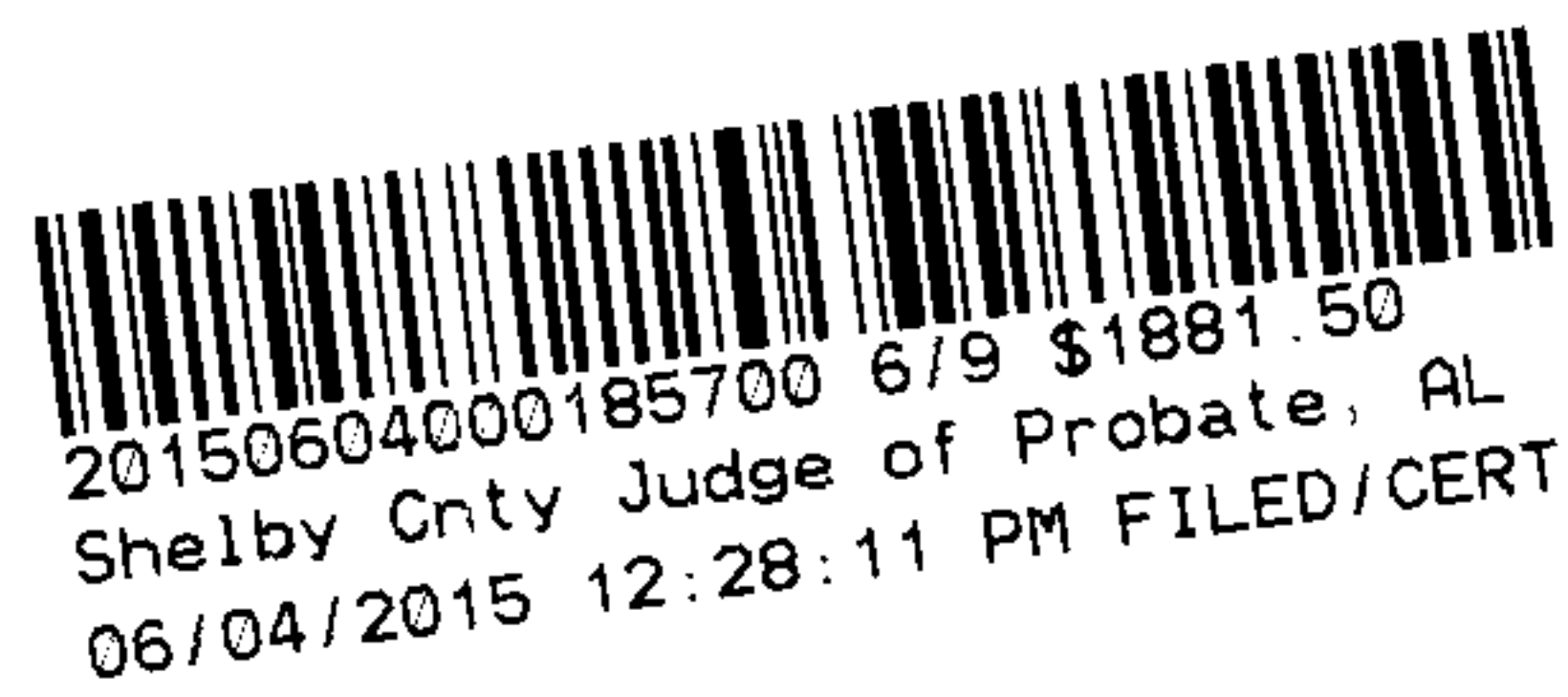


EXHIBIT C TO MEMORANDUM OF LEASE
PYLON/MONUMENT SIGNAGE



20150604000185700 7/9 \$1881.50
Shelby Cnty Judge of Probate, AL
06/04/2015 12:28:11 PM FILED/CERT

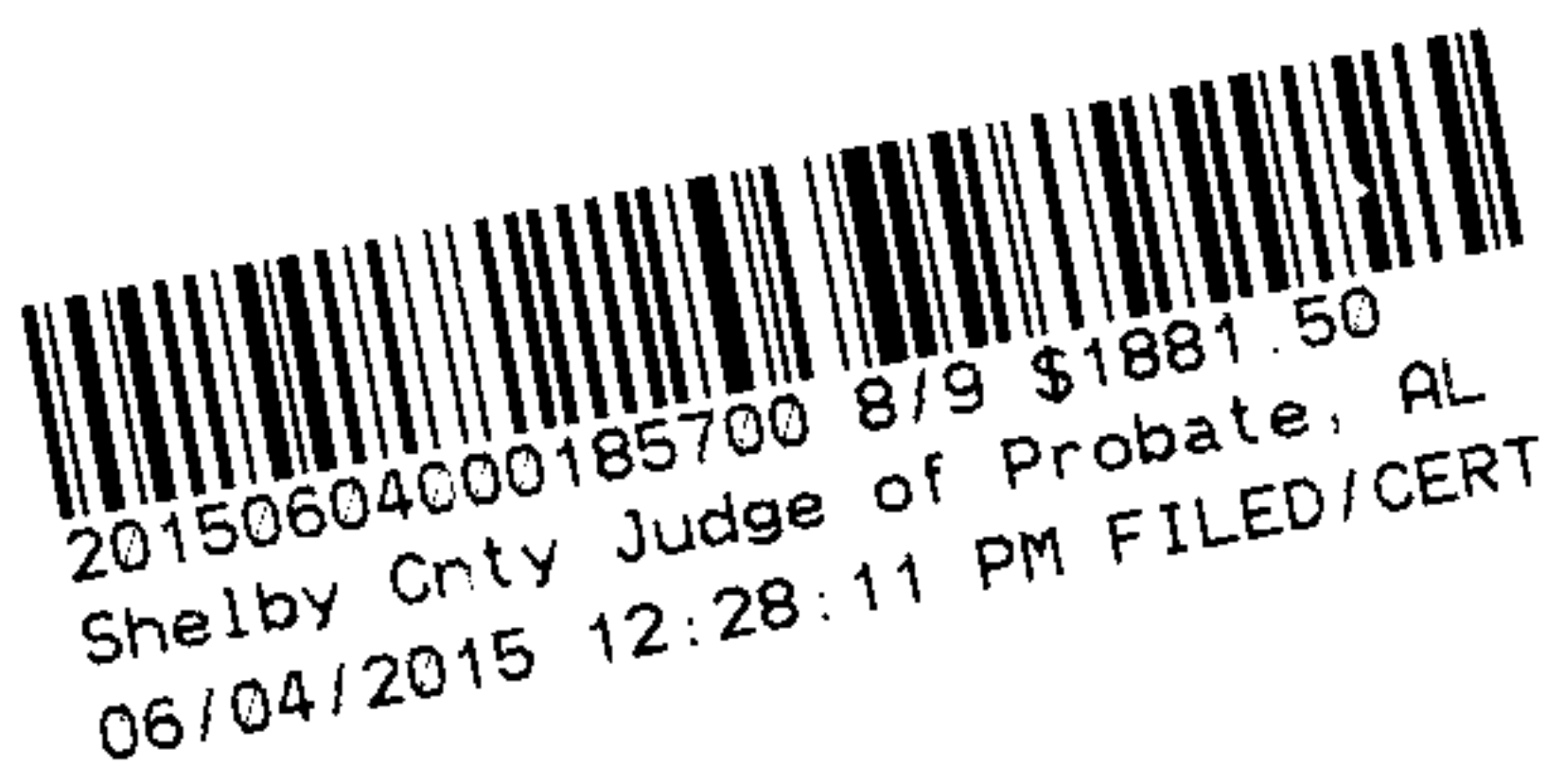
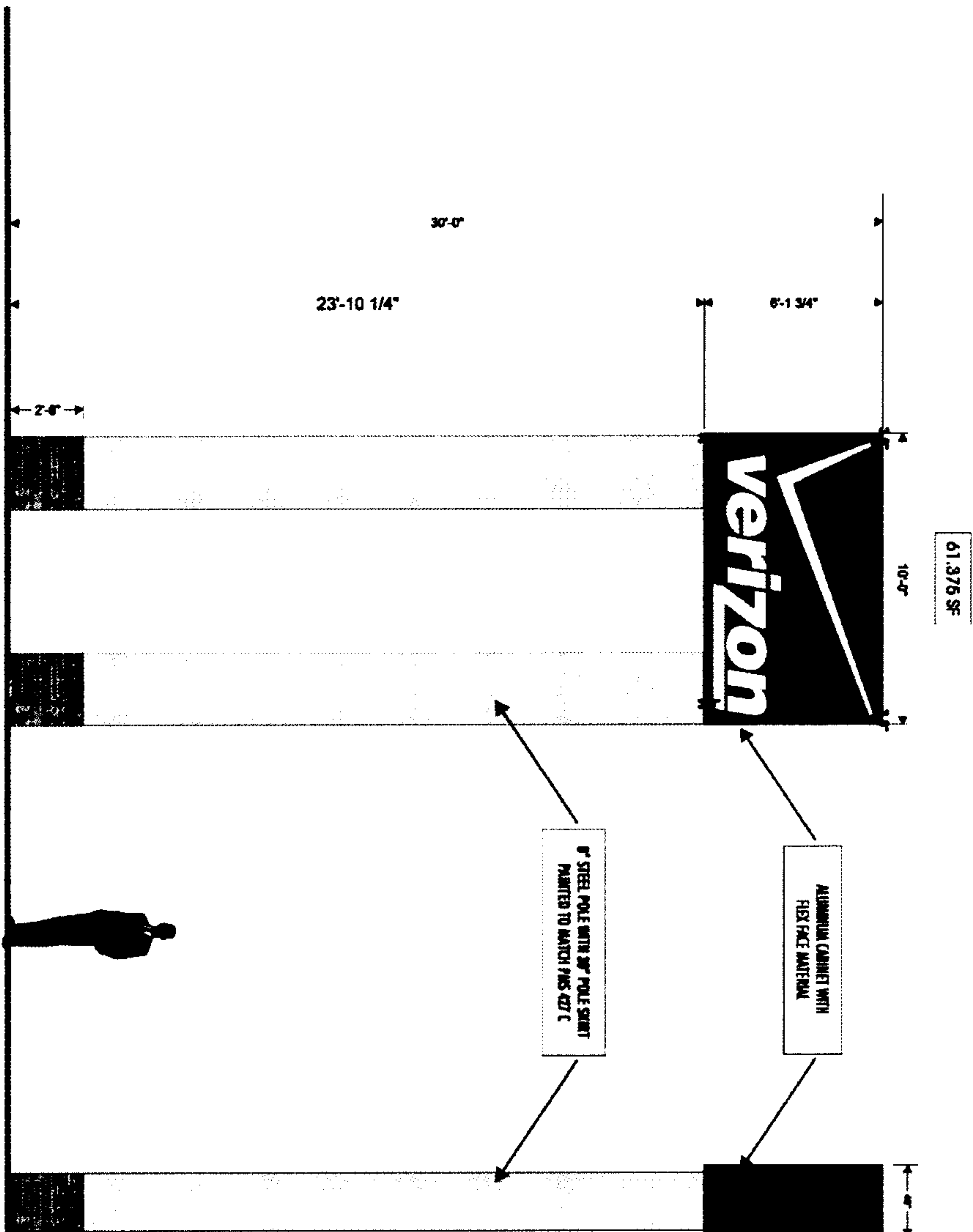
SCALE: 1/4"=1'

REVISED

██████████ To Match PMS 1796 C
██████████ To Match PMS 427 C



5190 North Lake Drive
Lake City, GA 30266
404-361-3800
fax 404-361-7038
www.daytonadges.com



DATE 11/06/2014	SWIM TYPE	PRODUCT NAME	CLIENT INFORMATION
OPENING SCHEME	WINDING 15 NOV 21 MANAGER, AL		
<p>DESIGNER: JACOB ACCOUNT REP: JAMES SCALE: 1:5,000 DRAWING FILE NAME: OVERVIEW FILE NAME: MANAGER_110004</p>			
<p>ALL RECTANGULAR SHEDS ARE 1720 VOLTS UNLESS OTHERWISE INDICATED</p>			
<p>NOT DRAWING TO THE STANDARD, "STANDARDIZATION OF SYMBOLS FOR ELECTRICAL SCHEMATIC DRAWINGS" BY THE ELECTRICAL CONSTRUCTION INDUSTRY ASSOCIATION (EICA). THIS DRAWING IS TO BE USED AS A GUIDE ONLY. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD. THE USER SHALL BE RESPONSIBLE FOR OBTAINING THE LATEST EDITION OF THE STANDARD.</p>			
<p>© 2014 ALL RIGHTS RESERVED</p>			

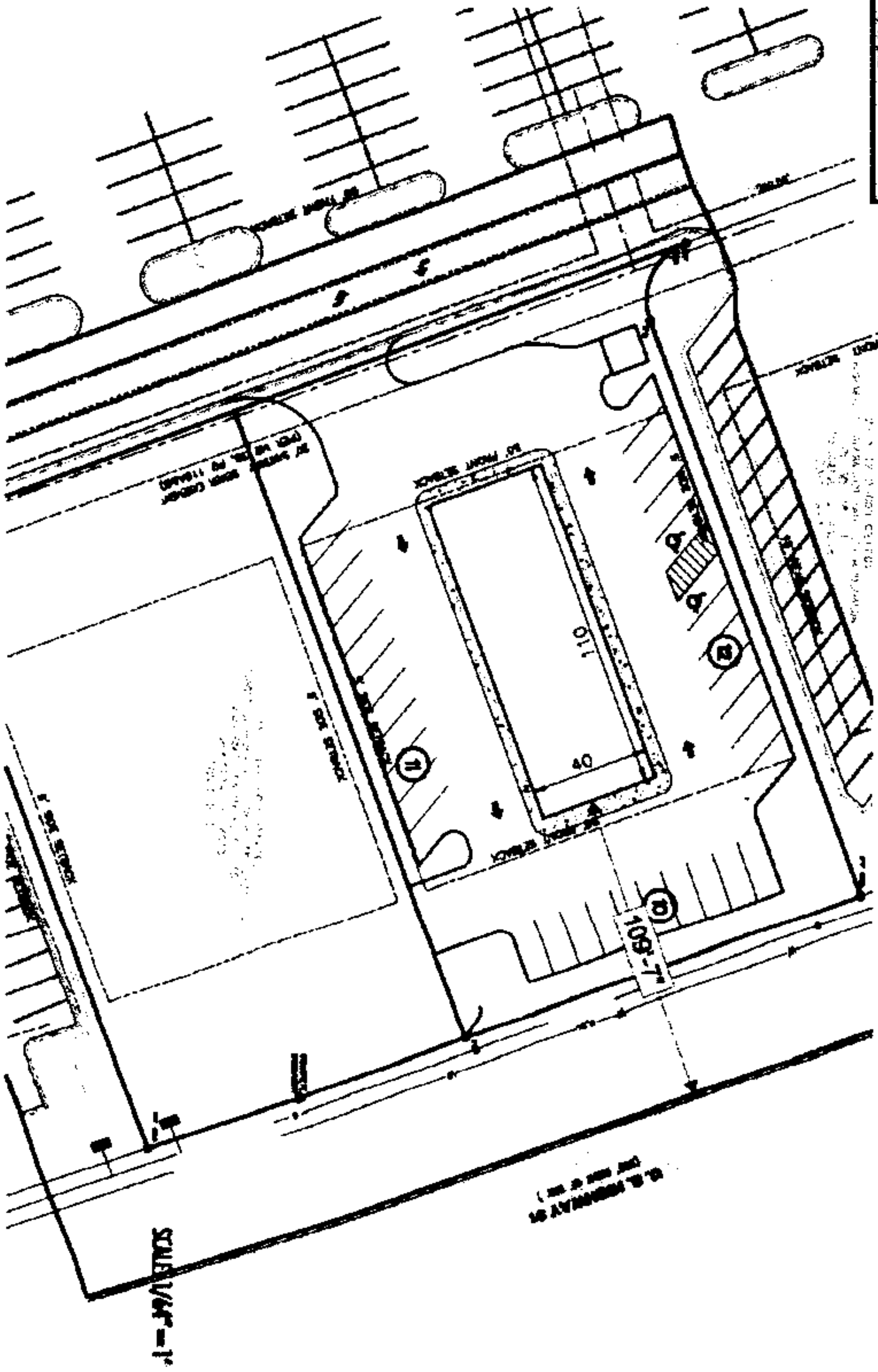
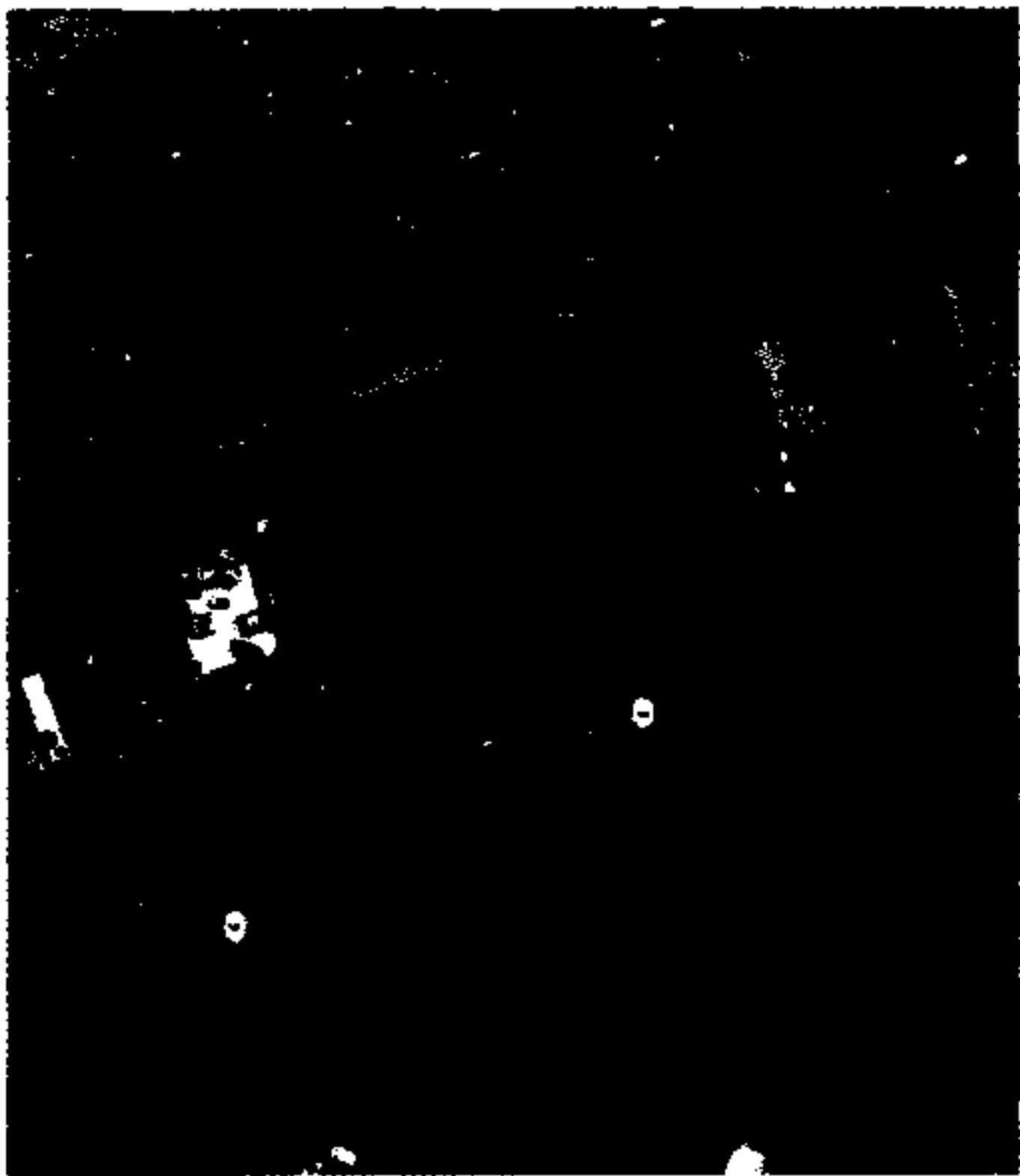
REVISED

TABLE 6 NEGATIVE SPACE FACTOR (NSF) LOOKUP TABLE

	% of Target Letter Size	FACADE TYPE		
		Branded	Architectural Sign Board	Open Facade
Larger Than Target Letter Size	200	V-0.7	V-0.7	V-0.5
	180	V-0.8	V-0.8	V-0.6
	160	V-0.9	V-0.9	V-0.7
	140	V-1.0	V-1.0	V-0.8
	120	V-1.1	V-1.1	V-0.9
	100	V-1.2	V-1.2	V-1.0
	80	V-1.3	V-1.3	V-1.1
	60	V-1.4	V-1.4	V-1.2
	40	V-1.5	V-1.5	V-1.3
	20	V-1.6	V-1.6	V-1.4
Target Letter Size	100	V-0.4	V-0.4	V-0.3
Smaller Than Target Letter Size	80	V-0.3	V-0.3	V-0.2
	60	V-0.3	V-0.3	V-0.2
	40	V-0.3	V-0.3	V-0.2
	20	V-0.3	V-0.3	V-0.2
	10	V-0.3	V-0.3	V-0.2
	5	V-0.3	V-0.3	V-0.2
	2	V-0.3	V-0.3	V-0.2
	1	V-0.3	V-0.3	V-0.2
	0.5	V-0.3	V-0.3	V-0.2
	0.2	V-0.3	V-0.3	V-0.2

TABLE 7 VERIZON SIGN DIMENSIONS AND SIGN AREA LOOKUP TABLE

Letter Height (ft)	PRIMARY			SECONDARY			RESTRICTED		
	Sign Width	Sign Height	Sign Area	Sign Width	Sign Height	Sign Area	Sign Width	Sign Height	Sign Area
1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
1.2	1.2	1.2	1.44	1.2	1.2	1.44	1.2	1.2	1.44
1.4	1.4	1.4	1.96	1.4	1.4	1.96	1.4	1.4	1.96
1.6	1.6	1.6	2.56	1.6	1.6	2.56	1.6	1.6	2.56
1.8	1.8	1.8	3.24	1.8	1.8	3.24	1.8	1.8	3.24
2.0	2.0	2.0	4.0	2.0	2.0	4.0	2.0	2.0	4.0
2.2	2.2	2.2	4.84	2.2	2.2	4.84	2.2	2.2	4.84
2.4	2.4	2.4	5.76	2.4	2.4	5.76	2.4	2.4	5.76
2.6	2.6	2.6	6.76	2.6	2.6	6.76	2.6	2.6	6.76
2.8	2.8	2.8	7.84	2.8	2.8	7.84	2.8	2.8	7.84
3.0	3.0	3.0	9.0	3.0	3.0	9.0	3.0	3.0	9.0
3.2	3.2	3.2	10.24	3.2	3.2	10.24	3.2	3.2	10.24
3.4	3.4	3.4	11.56	3.4	3.4	11.56	3.4	3.4	11.56
3.6	3.6	3.6	12.96	3.6	3.6	12.96	3.6	3.6	12.96
3.8	3.8	3.8	14.44	3.8	3.8	14.44	3.8	3.8	14.44
4.0	4.0	4.0	16.0	4.0	4.0	16.0	4.0	4.0	16.0
4.2	4.2	4.2	17.64	4.2	4.2	17.64	4.2	4.2	17.64
4.4	4.4	4.4	19.36	4.4	4.4	19.36	4.4	4.4	19.36
4.6	4.6	4.6	21.16	4.6	4.6	21.16	4.6	4.6	21.16
4.8	4.8	4.8	23.04	4.8	4.8	23.04	4.8	4.8	23.04
5.0	5.0	5.0	25.0	5.0	5.0	25.0	5.0	5.0	25.0
5.2	5.2	5.2	27.04	5.2	5.2	27.04	5.2	5.2	27.04
5.4	5.4	5.4	29.16	5.4	5.4	29.16	5.4	5.4	29.16
5.6	5.6	5.6	31.36	5.6	5.6	31.36	5.6	5.6	31.36
5.8	5.8	5.8	33.64	5.8	5.8	33.64	5.8	5.8	33.64
6.0	6.0	6.0	36.0	6.0	6.0	36.0	6.0	6.0	36.0
6.2	6.2	6.2	38.44	6.2	6.2	38.44	6.2	6.2	38.44
6.4	6.4	6.4	40.96	6.4	6.4	40.96	6.4	6.4	40.96
6.6	6.6	6.6	43.56	6.6	6.6	43.56	6.6	6.6	43.56
6.8	6.8	6.8	46.24	6.8	6.8	46.24	6.8	6.8	46.24
7.0	7.0	7.0	49.0	7.0	7.0	49.0	7.0	7.0	49.0
7.2	7.2	7.2	51.84	7.2	7.2	51.84	7.2	7.2	51.84
7.4	7.4	7.4	54.76	7.4	7.4	54.76	7.4	7.4	54.76
7.6	7.6	7.6	57.76	7.6	7.6	57.76	7.6	7.6	57.76
7.8	7.8	7.8	60.84	7.8	7.8	60.84	7.8	7.8	60.84
8.0	8.0	8.0	64.0	8.0	8.0	64.0	8.0	8.0	64.0
8.2	8.2	8.2	67.24	8.2	8.2	67.24	8.2	8.2	67.24
8.4	8.4	8.4	70.56	8.4	8.4	70.56	8.4	8.4	70.56
8.6	8.6	8.6	73.96	8.6	8.6	73.96	8.6	8.6	73.96
8.8	8.8	8.8	77.44	8.8	8.8	77.44	8.8	8.8	77.44
9.0	9.0	9.0	81.0	9.0	9.0	81.0	9.0	9.0	81.0
9.2	9.2	9.2	84.64	9.2	9.2	84.64	9.2	9.2	84.64
9.4	9.4	9.4	88.36	9.4	9.4	88.36	9.4	9.4	88.36
9.6	9.6	9.6	92.16	9.6	9.6	92.16	9.6	9.6	92.16
9.8	9.8	9.8	96.04	9.8	9.8	96.04	9.8	9.8	96.04
10.0	10.0	10.0	100.0	10.0	10.0	100.0	10.0	10.0	100.0



5190 North Lake Drive
Lubbock, TX 79424
409-361-3000
Fax 409-361-7000
www.daytonsign.com

DATE: 10/20/14	PROJECT NAME: VERIZON
SIGN TYPE: EXTERIOR SIGNAGE	US HWY 31
CLIENT INFORMATION: ALABAMA	
DESIGNER: JUNE BIRCH	
ACCOUNT: JUNE BIRCH	
SCALE: AS SHOWN	
REMARKS: ALL ELECTRICAL SIGNS ARE 120 VOLTS UNLESS OTHERWISE INDICATED	
©2014 ALL RIGHTS RESERVED	

Drawing
5