

**This instrument was prepared by and
upon recording return to:**

Kelley M. Ibuki, Esq.
Troutman Sanders LLP
600 Peachtree Street, N.E.
Bank of America Plaza, Suite 5200
Atlanta, GA 30308-2216

Cross Reference:

Deed Book 256, Page 838
Deed Book 290, Page 824
Instrument No. 2012-29810

Shelby County, Alabama records

MEMORANDUM OF LEASE SUPPLEMENT

This Memorandum of Lease Supplement (this "Memorandum"), is made this 13th day of July, 2015, between **SpectraSite Communications, LLC**, a Delaware limited liability company, and **American Tower Asset Sub, LLC**, a Delaware limited liability company, with its principal offices located at 10 Presidential Way, Woburn, MA 01801, hereinafter designated collectively, LESSOR, and **Cellco Partnership d/b/a Verizon Wireless**, with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter designated LESSEE.

WHEREAS, LESSOR has a leasehold interest in a certain portion of real property located in Shelby County, Alabama, as more particularly described on Exhibit "A" attached hereto (the "Land"); and

WHEREAS, LESSOR and LESSEE entered into that certain Lease Supplement of even date herewith (hereinafter the "Supplement") and is a supplement to that certain Master Lease Agreement dated June 11, 1999 between American Tower, L.P. and LESSEE (as amended, the "Master Agreement"), whereby LESSOR leased to LESSEE a certain portion of the Land for the purpose of installing, operating and maintaining a communications facility and other equipment and improvements on the Land; and

WHEREAS, this Memorandum is entered into for the purpose of evidencing and memorializing LESSEE'S interest in and to the Land.

NOW THEREFORE, for and in consideration of the premises, the mutual covenants contained herein, Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by LESSOR and LESSEE, LESSOR and LESSEE hereby covenant and agree as follows:

LESSOR SITE NAME/SITE NUMBER: Saginaw AL 2, AL / 300243
LESSEE SITE NAME: Alabaster Mall


1. LESSOR leases and demises to LESSEE and LESSEE leases and accepts from LESSOR a portion of the Land as depicted on Exhibit "B" attached hereto (the "Property"), of or under the control of LESSOR, including the non-exclusive appurtenant rights for access and ingress and egress, seven (7) day per week, twenty-four (24) hours per day, on foot or motor vehicle, including trucks, to the Property; along with an easement and the right to install and maintain wires, cables, conduits and pipes either within, over, under or along the Property.

2. The initial term of the Supplement is for ten (10) years and commenced on _____ (the "Commencement Date"). The term of the Supplement is also subject to three (3) extensions of five (5) years each. If all options to renew are exercised, the term of the Supplement will expire twenty-five (25) years after the Commencement Date.

3. An original copy of the Supplement and Master Agreement are located in the offices of Lessor and Lessee.

4. This Memorandum shall be binding upon and inure to the benefit of Lessor and Lessee and their respective legal representatives, transferees, successors and assigns.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]


20151106000386840 2/6 \$543.50
Shelby Cnty Judge of Probate, AL
11/06/2015 09:57:59 AM FILED/CERT

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

SpectraSite Communications, LLC,
a Delaware limited liability company

By: [Signature]
Name: Margaret Robinson
Title: Senior Counsel

STATE OF Massachusetts

COUNTY OF Middlesex

I, the undersigned Notary Public, hereby certify that Margaret Robinson, whose name, as Senior Counsel of SpectraSite Communications, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such Senior Counsel, and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 13th day of July, 2015.

[NOTARY SEAL]

[Signature]
Notary Public My commission expires



LISA A. GIUFFRIDA
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 26, 2021

American Tower Asset Sub, LLC,
a Delaware limited liability company

By: [Signature]
Name: Margaret Robinson
Title: Senior Counsel

STATE OF Massachusetts

COUNTY OF Middlesex

I, the undersigned Notary Public, hereby certify that Margaret Robinson, whose name, as Senior Counsel of American Tower Asset Sub, LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such Senior Counsel, and with full authority, executed the same for and as the act of said limited liability company.

Given under my hand and official seal this 13th day of July, 2015.

[Signature]
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 26, 2021

[NOTARY SEAL]

[Signature]
Notary Public My commission expires

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless

By: [Signature]
Name: Aparna Khurjekar
Title: Area Vice President Network

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, the undersigned Notary Public, hereby certify that Aparna Khurjekar, whose name, as Area Vice President Network of Cellco Partnership, d/b/a Verizon Wireless, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she, as such Area Vice President Network, and with full authority, executed the same for and as the act of said general partnership.

Given under my hand and official seal this 26 day of June, 2015.

[NOTARY SEAL]

[Signature]
Notary Public My commission expires

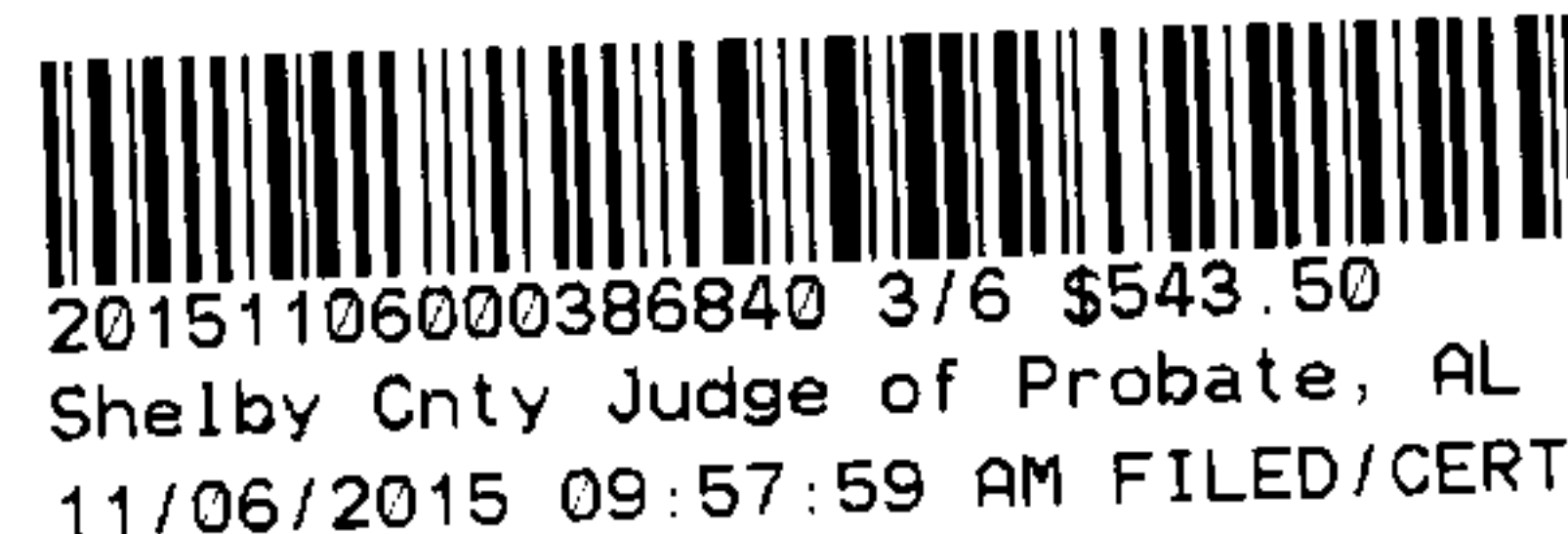
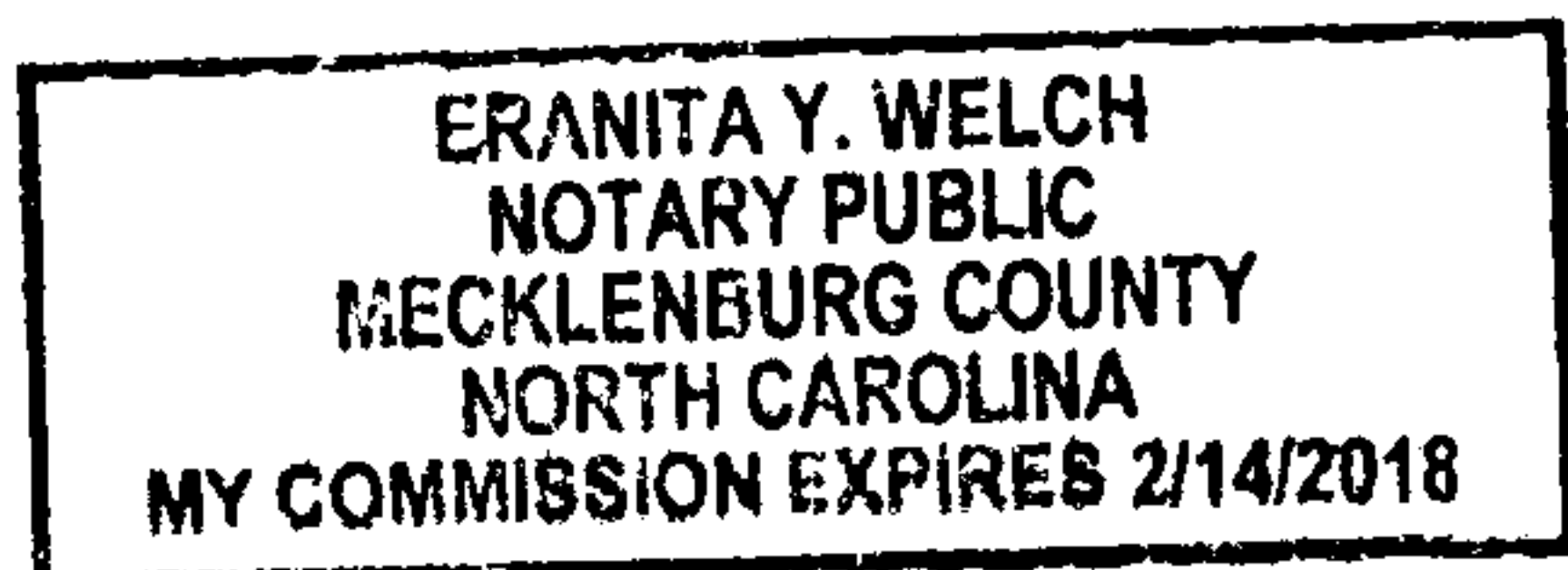


Exhibit "A"
Description of Land

Commence at the Northeast Corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, and run in a Westerly direction along the north line of said 1/4-1/4 a distance of 1263.0 feet to a point of a beginning, thence turn an angle of 100°53' to the left for a distance of 294.72 feet, thence turn an angle to the right of 74°06' and run a distance of 240.88 feet to the east Right of Way line of Highway #31, thence turn an angle to the right of 87°58' and run a distance of 52.89 feet; thence turn an angle of 7°06' to the right along said Right of Way line for a distance of 161.78 feet, thence turn an angle of 90° to the right and run 10 feet, thence turn an angle of 88°31' to the left along said Right of Way line for a distance of 210.76 feet to the North line of SW1/4 of NE1/4 of said Section 12; thence turn an angle of 110°14' to the right and run along the North line of said SW1/4 of NE1/4 and along the North line of said SE1/4 of NE1/4 a distance of 308.66 feet to point of beginning.

LESS AND EXCEPT that part conveyed to the City of Alabaster recorded in Volume 256, Page 836, more particularly described as follows:

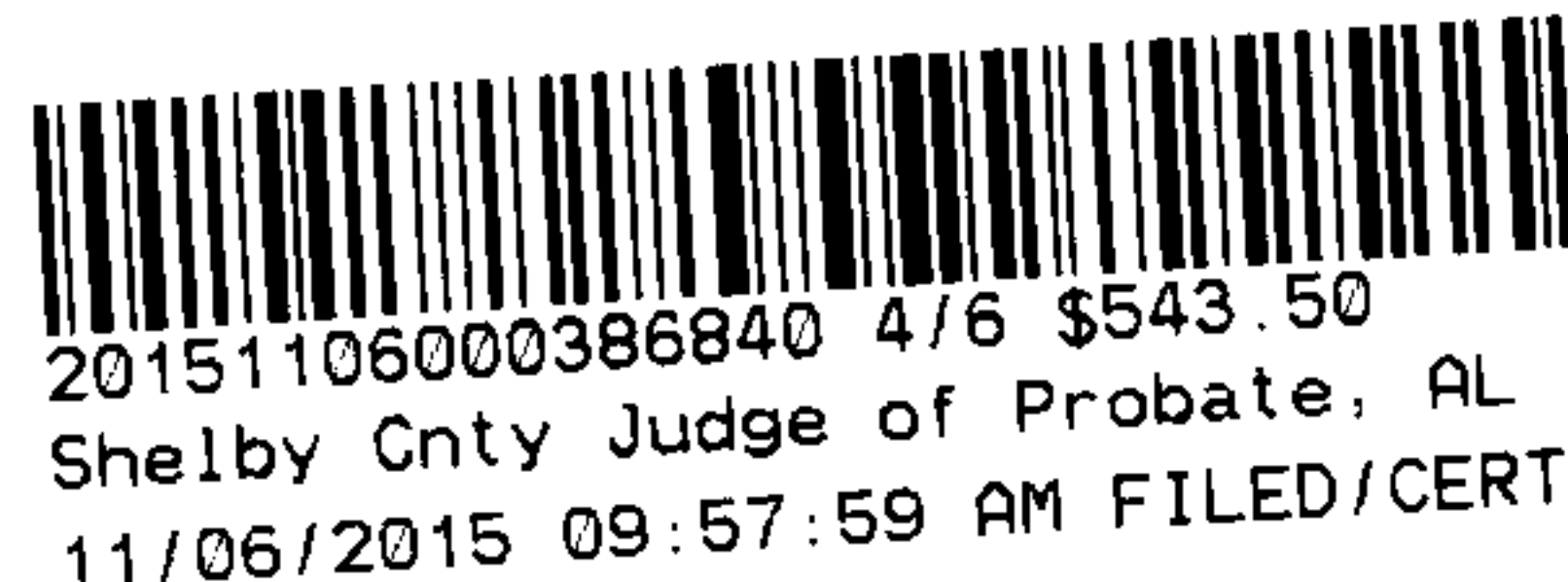
Commence at Northeast corner of SE1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West and run in a westerly direction along to the north line of said 1/4-1/4 a distance of 1263.0 feet to point of beginning, thence continue along the same said course for a distance of 145.52 feet, thence turn an angle of 111°43' to the left for a distance of 157.30 feet, thence turn an angle of 95°04' to the left for a distance of 117.92 feet, thence turn an angle of 74°06' to the left for a distance of 94.72 feet to point of beginning.

Together with an 18 foot easement of uniform width, the westerly line being hereinafter described for roadway purposes over and along the following described land:

Commence at the northeast corner of the SE1/4 of NE1/4 Section 12, Township 21 South, Range 3 West and in a westerly direction along the north line of said quarter-quarter, run a distance of 1263.0 feet to the point of beginning; thence turn an angle of 100 deg. 53 min. to the left for a distance of 154.51 feet; thence continue along the same said course southerly for a distance of 210.91 feet; thence turn an angle of 1 deg. 46 min. to the right along said westerly right of way line for a distance of 100.65 feet; thence turn an angle of 20 deg. 55 min. to the right along said westerly right of way line of said easement for a distance of 139.23 feet; thence turn an angle of 22 deg. 00 min. to the right along the westerly right of way or northerly right of way line for a distance of 48.17 feet; thence turn an angle of 27 deg. 48 min. to the right along said right of way line for a distance of 63.40 feet to the easterly right of way line of U. S. Highway 31 and the end of said easement. The above easement is to be 18 feet of uniform width extending easterly from the above described westerly line.

The above described property is situated in the SE1/4 of NE1/4 and in the SW1/4 of NE1/4 of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama. Said easement shall be for the mutual benefit of all property abutting said roadway and shall not be construed as being exclusive as to any owners.

AND:




A parcel of land situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for a distance of 94.72 feet to an iron pin found; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set, said iron pin being the point of beginning; thence continue along last stated course for a distance of 20.08 feet to an iron pin found; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 51.74 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 50.00 feet to the point of beginning. Said parcel containing 1,017 square feet more or less.

Also the right of ingress and egress for roadway or driveway 18 feet wide, along the Easterly side of said lot, which said easement extends in the same direction 200 feet along the Easterly side of Tracts "B" and "D" of survey made by W. M. Douglas, a certified land surveyor on December 20, 1965.

Also the right of ingress and egress for roadway or driveway over a 10 foot easement beginning at the Northwest corner of said tract being herein conveyed and extending West across Tract "B" of said W. M. Douglas survey, a distance of 163.14 feet more or less to the Easterly right of way line of U.S. Highway No. 31.


20151106000386840 5/6 \$543.50
Shelby Cnty Judge of Probate, AL
11/06/2015 09:57:59 AM FILED/CERT

[illegible]

20151106000386840 6/6 \$543.50
Shelby Cnty Judge of Probate, AL
11/06/2015 09:57:59 AM FILED/CERT