

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Christopher A. Leverone, Esq.
ATC Site No: 300223
ATC Site Name: Alabaster, AL
Assessor's Parcel No(s): 14-3-06-2-001-001-020

Prior Recorded Lease Reference:

State of Alabama
County of Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 6th day of October, 2020 by and between **Charles K. Acker, Trustee of the Charles K. Acker and Lila F. Acker 2013 Revocable Trust, under Agreement dated May 22, 2013** and **Jimmie J. Barnes**, an individual, ("**Landlord**") and **SpectraSite Communications, LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Ground Lease Agreement, dated November 10, 1994 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be January 31, 2050. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such

replacement, including, without limitation, amendments to this Memorandum and to the Lease.

4. **Right of First Refusal**. There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous**. This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices**. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein; To Landlord at: Jimmie J. Barnes, 3710 Carisbrooke Drive, Hoover, AL 35226, To Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts**. This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law**. This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
17. **Trustee Authority**. The undersigned Trustee(s) of the Charles K. Acker and Lila F. Acker 2013 Revocable Trust, under Agreement dated May 22, 2013 (the "***Trust***") hereby certify(ies) as follows:
 - a. I/We am/are the current Trustee(s) of the Trust;
 - b. The trustee(s) of the Trust has the authority to act with respect to real estate owned by the Trust, and has the full and absolute power under said Trust to enter into this Memorandum and no third party shall be bound to inquire whether the trustee has said power or is properly exercising said power by doing the same;
 - c. There are no facts which constitute conditions precedent to acts by the trustees or which are in any other manner germane to the affairs of the Trust; and
 - d. As of the Effective Date, the Trust has not been amended, revoked or terminated and is in full force and effect

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day first above written.

LANDLORD

2 WITNESSES

Charles K. Acker, Trustee of the Charles K. Acker
and Lila F. Acker 2013 Revocable Trust, under
Agreement dated May 22, 2013 and
Jimmie J. Barnes, an individual,

Signature: *Charles K. Acker*
Print Name: Charles K. Acker
Title: Trustee
Date: 23 June 2020

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

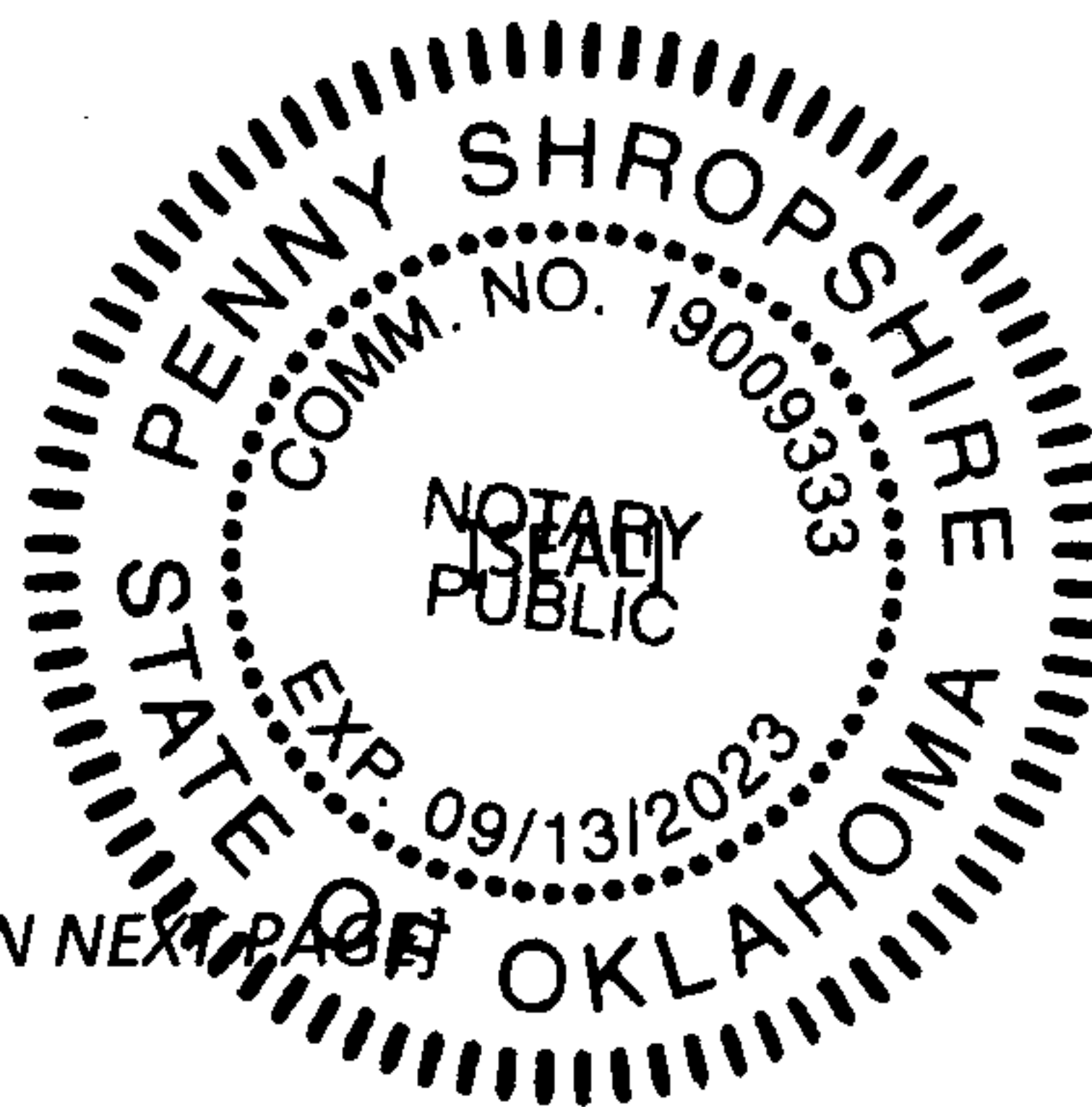
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Oklahoma
County of Pontotoc

On this 23 day of June, 2020, before me, the undersigned Notary Public,
personally appeared Charles K. Acker, ^{Trustee} who proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Penny Shropshire
Notary Public
Print Name: Penny Shropshire
My commission expires: 9/13/2023



[SIGNATURES CONTINUE ON NEXT PAGE]

LANDLORD

2 WITNESSES

Charles K. Acker, Trustee of the Charles K. Acker
and Lila F. Acker 2013 Revocable Trust, under
Agreement dated May 22, 2013 and
Jimmie J. Barnes, an individual,

Signature: Jimmie J. Barnes
Print Name: Jimmie J. Barnes
Date: 24 June 2020

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of ALABAMA

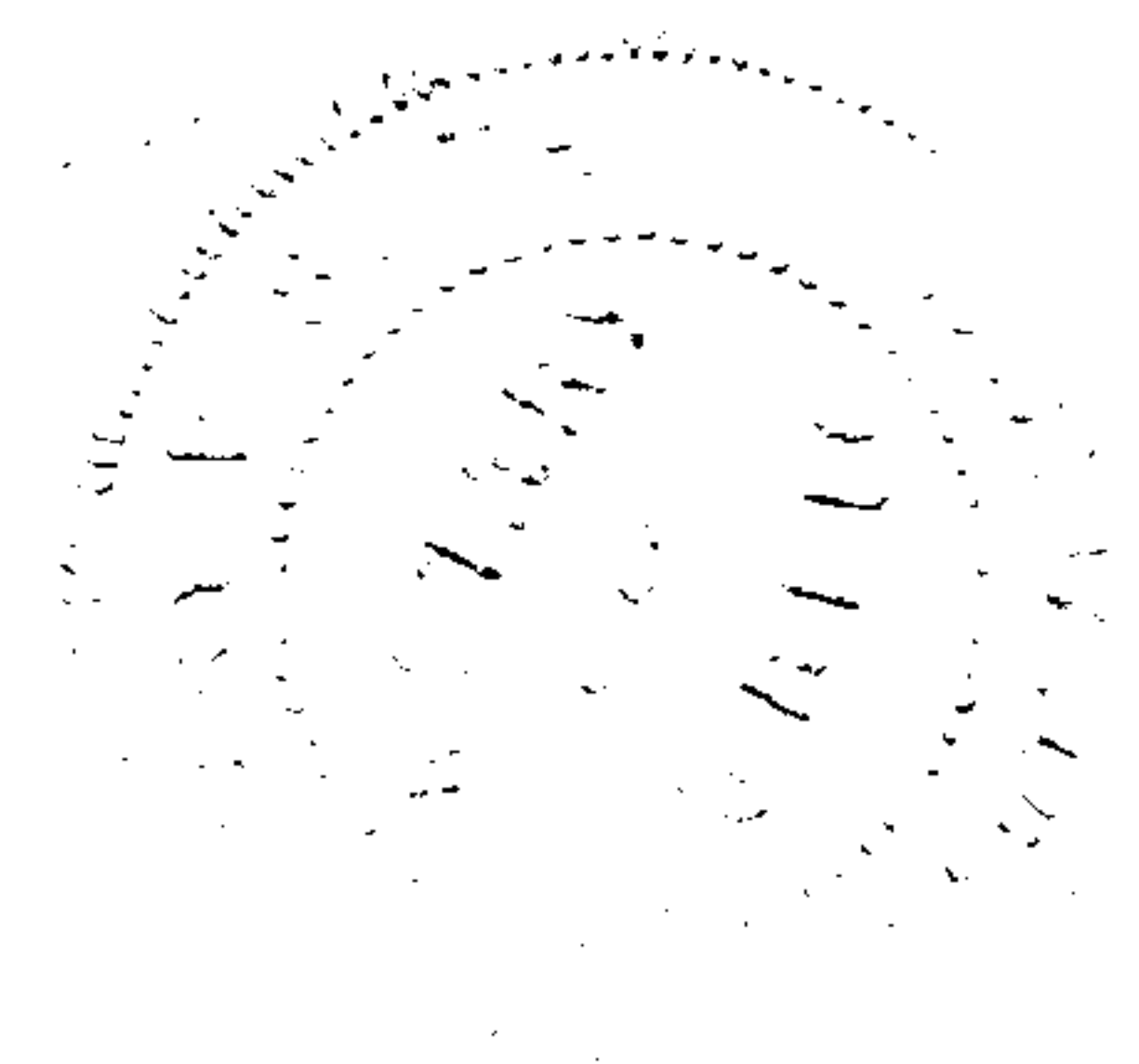
County of JEFFERSON

On this 24 day of JUNE, 2020, before me, the undersigned Notary Public,
personally appeared Jimmie J. Barnes, who proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Mary V. Smith
Notary Public
Print Name: MARY V SMITH
My commission expires: 9/10/2023

[SEAL]



[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT

SpectraSite Communications, LLC,
a Delaware limited liability company,

Signature: *Carol Maxime*
Print Name: Carol Maxime
Title: Senior Counsel, US Tower
Date: 10/6/2020

WITNESSES

Signature: *[Signature]*
Print Name: Amar Nguyen
Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 6th day of October, 2020, before me, the undersigned Notary Public, personally appeared Carol Maxime, Senior Counsel, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

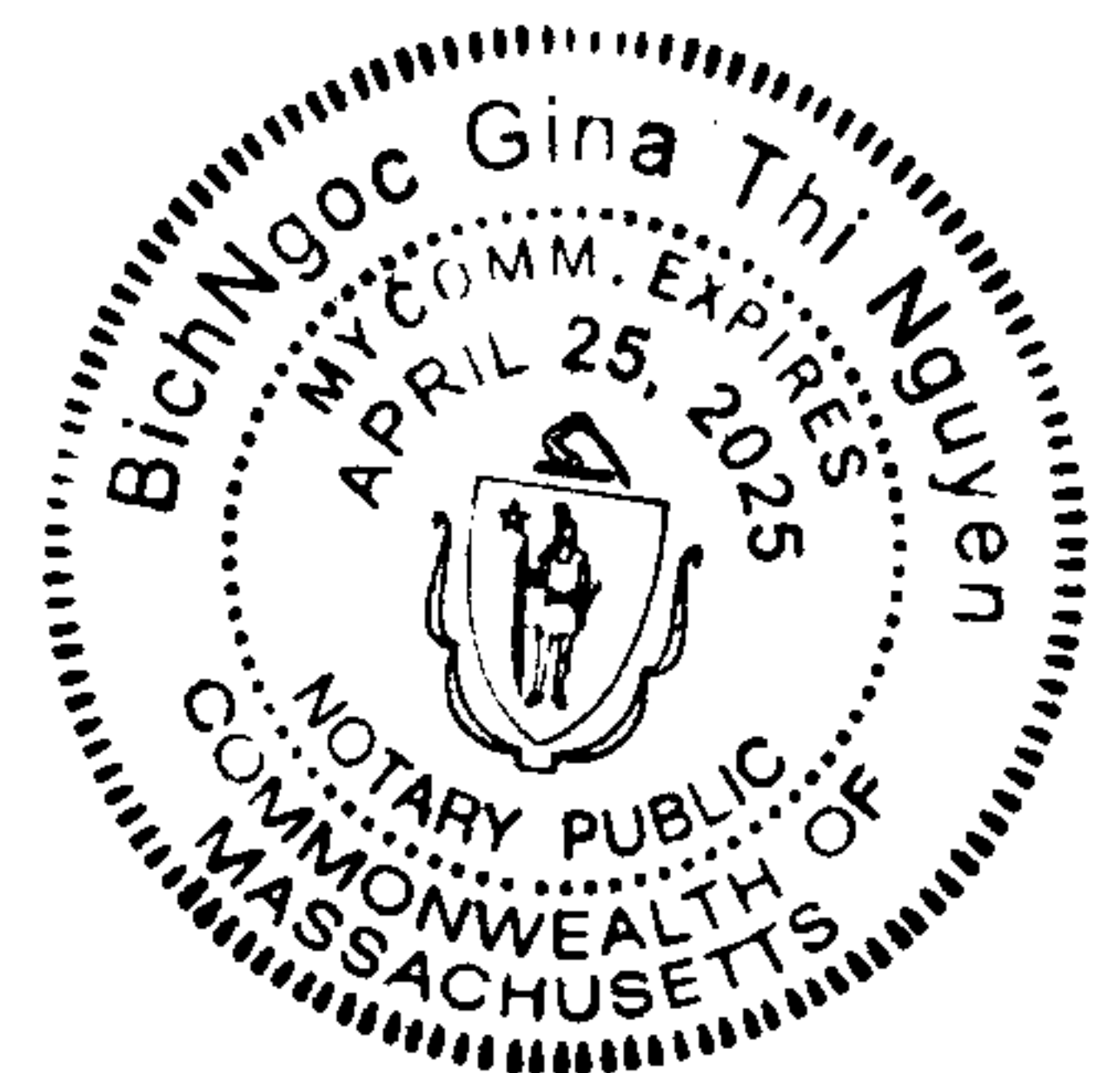


EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

Being the land situated in Shelby County, Alabama; known as Parcel ID Number 14-3-06-2-001-001-020

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 88°31'00" West along the south line of said quarter-section for a distance of 952.80 feet to the POINT OF BEGINNING; thence continue North 88°31'00" West along said south line for a distance of 50.00 feet; thence leaving said south line run North 01°29'00" East for a distance of 100.00 feet; thence run South 88°31'00" East for a distance of 50.00 feet; thence run South 01°29'00" West for a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 5.000 square feet (0.11 acres) more or less.

EXHIBIT A (continued)**ACCESS AND UTILITIES**

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way.

**Additional Easement Across
Water Tower Site**

A parcel of land situated in the Southwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 88°31'00" West along the south line of said quarter-section for a distance of 952.80 feet; thence leaving said south line run North 01°29'00" East for a distance of 61.47 feet to the POINT OF BEGINNING; thence continue North 01°29'00" East for a distance of 21.06 feet; thence run North 73°15'03" East for a distance of 55.84 feet; thence run South 88°31'00" East for a distance of 46.96 feet; thence run South 01°16'02" West for a distance of 5.58 feet; thence run South 73°15'03" West for a distance of 105.31 feet to the POINT OF BEGINNING.

Containing 1744 square feet (0.04 acres) more or less.

**20-foot Wide Easement for
Ingress and Egress**

A parcel of land situated in the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama being more particularly described as follows:

Commence at the southeast corner of the Southwest Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, St. Stephens Meridian, Shelby County, Alabama; thence run North 88°31'00" West along the south line of said quarter-section for a distance of 852.42 feet; thence leaving said south line run North 01°16'02" East for a distance of 100.32 feet; thence run North 88°31'00" West for a distance of 15.00 feet to the POINT OF BEGINNING of a 20-foot wide easement for ingress and egress lying ten feet to each side of the following described line; thence run North 46°34'49" East for a distance of 18.65 feet to a paved road; thence run North 68°25'10" East along said paved road for a distance of 201.63 feet; thence run 72°15'49" East along said paved road for a distance of 99.46 feet; thence run North 61°45'40" East along said paved road for a distance of 100.26 feet; thence run North 54°08'39" East along said paved road for a distance of 127.99 feet; thence run North 46°16'42" East along said paved road for a distance of 89.09 feet; thence run North 41°01'57" East along said paved road for a distance of 81.78 feet; thence run North 36°48'32" East along said paved road for a distance of 100.58 feet; thence run North 15°32'33" East along said paved road for a distance of 27.17 feet; thence run North 10°31'49" West along said paved road for a distance of 26.85 feet; thence run North 36°36'13" West along said paved road for a distance of 27.17 feet; thence run North 41°59'10" West along said paved road for a distance of 337.67 feet; thence run North 36°35'07" West along said paved road for a distance of 182.88 feet; thence run North 34°10'56" West along said paved road for a distance of 120.71 feet; thence run North 30°36'58" West along said paved road for a distance of 89.44 feet; thence run North 36°42'51" West along said paved road for a distance of 112.44 feet to the southeasterly right-of-way line of Office Park Drive (right-of-way width: 60 feet) and the ENDING POINT of said 20-foot easement for ingress and egress.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/08/2020 12:50:07 PM
\$289.00 CHARITY
20201208000561180

Site No: 300223
Site Name: Alabaster, AL

Allen S. Bayl