

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Elizabeth R. Libro, Esq.
ATC Site No: 204244
ATC Site Name: DOWNTOWN CALERA
Assessor's Parcel No(s): 28-5-16-4-002-020-003

Prior Recorded Lease Reference:

Document No: 20150116000016430
State of Alabama
County of Shelby

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **NXS Tumbling, Inc.**, an Alabama corporation ("**Landlord**") and **ATC Ponderosa B-I 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 Option Site Ground Lease Agreement dated September 25, 2014 (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 May 5, 2070. 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: 5262 Highway 70, Calera, AL 35040-5586; 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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

20210901000427420 09/01/2021 01:49:30 PM GRLEASE 3/7
 IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

<p>LANDLORD</p> <p>NXS Tumbling, Inc., an Alabama corporation</p> <p>Signature: <u>DAVEN</u> Print Name: <u>DAVID Comer</u> Title: <u>President</u> Date: <u>4-13-2021</u></p>	<p>2 WITNESSES</p> <p>Signature: <u>Bridgette Broadhead</u> Print Name: <u>Bridgette Broadhead</u></p> <p>Signature: <u>Tra Herron</u> Print Name: <u>Tra Herron</u></p>
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WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Alabama

County of Shelby

On this 13 day of April, 2021, before me, the undersigned Notary Public, personally appeared David Comer, 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.

April G. Phillips
 Notary Public
 Print Name: April G. Phillips aka April Green Phillips
 My commission expires: June 23 2024



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT	WITNESS
ATC Ponderosa B-I LLC, a Delaware limited liability company	
Signature: <u><i>Carol Maxime</i></u>	Signature: <u><i>[Signature]</i></u>
Print Name: <u>Carol Maxime</u>	Print Name: <u><i>[Name]</i></u>
Title: _____	Signature: _____
Date: <u>Senior Counsel, US Tower</u> <u><i>6/30/2021</i></u>	Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 30th day of June, 2021, 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:

Property located in Shelby County, Alabama

Lots 11A and 12A, Dunstan's Map of Calera - Resurvey of Lots 11 & 12, Block 81, as recorded in Map Book 45, Page 15, in the Office of the Judge of Probate of Shelby County, Alabama.

AND BEING a portion of the same property conveyed to NXS Tumbling Inc. from Calera Northwest Inc., a corporation by Warranty Deed dated November 4, 2009 and recorded December 2, 2009 in Instrument No. 20091202000442900.

**Being the land situated in Shelby County, Alabama;
known as Tax Parcel Nos. 28 5 16 4 002 020.003, 28 5 16 4 002 020.004**

EXHIBIT A (Continued)

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).

BEING A PORTION OF LOT 11 AND LOT 12, BLOCK 81, ACCORDING TO THE SURVEY OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, LYING IN THE SOUTH 1/2, SECTION 16, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2" REBAR FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 81; THENCE N 00°50'40" E ALONG SAID EAST RIGHT-OF-WAY LINE OF 5TH AVENUE FOR A DISTANCE OF 299.77 FEET TO A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 11, SAID BLOCK 81; THENCE S 74°06'38" E LEAVING SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 36.21 FEET TO A 5/8" CAPPED REBAR SET (19753) AND THE POINT OF BEGINNING; THENCE S 89°09'20" E FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 00°50'40" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 89°09'20" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 00°50'40" E FOR A DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING. SAID ABOVE DESCRIBED AREA CONTAINS 6,400.0 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

EXHIBIT A (Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

AN EASEMENT BEING A PORTION OF LOT 11 AND LOT 12, BLOCK 81, ACCORDING TO THE SURVEY OF J.H. DUNSTAN'S MAP OF THE TOWN OF CALERA, LYING IN THE SOUTH 1/2, SECTION 16, TOWNSHIP 22 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A 1/2" REBAR FOUND AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE AND BEING THE SOUTHWEST CORNER OF LOT 16, SAID BLOCK 81; THENCE N 00°50'40" E ALONG SAID EAST RIGHT-OF-WAY LINE OF 5TH AVENUE FOR A DISTANCE OF 299.77 FEET TO A 1/2" REBAR FOUND AT THE NORTHWEST CORNER OF LOT 11, SAID BLOCK 81; THENCE S 74°06'38" E LEAVING SAID EAST RIGHT-OF-WAY LINE FOR A DISTANCE OF 36.21 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 89°09'20" E FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE S 00°50'40" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 89°09'20" W FOR A DISTANCE OF 80.00 FEET TO A 5/8" CAPPED REBAR SET (19753); THENCE N 00°50'40" E FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF AN INGRESS/EGRESS & UTILITY EASEMENT BEING 40 FEET IN WIDTH AND LYING 20 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; THENCE N 89°09'20" W FOR A DISTANCE OF 35.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF 13TH STREET AND THE POINT OF ENDING. SAID ABOVE DESCRIBED EASEMENT CONTAINS 1,398.9 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.



**Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/01/2021 01:49:30 PM
\$211.00 BRITTANI
20210901000427420**

Alvin S. Bayl 1244
Site Name: ... CALERA