

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Ian P. Fitzgerald, Esq.
ATC Site No: 300243
ATC Site Name: Saginaw AL 2
Assessor's Parcel No(s): 58-23-1-12-0-000-026.001 and 23-1-12.0-000-026-000

Prior Recorded Lease Reference:

No Prior Lease Recorded
State of Shelby
County of Alabama

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the 20th day of April, 2020 by and between **Jeffrey Bryan Benson, Victoria B. Schutter, Karen B. Mermingas and Kelly B. Babler** (collectively referred to herein as "**Landlord**") and **American Tower Asset Sub, 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 and Ground Lease Agreement dated January 6, 2000 (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 5, 2025. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.
3. **Right of First Refusal**. There is a right of first refusal in the Lease.
4. **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.

5. **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: Jeffrey Bryan Benson, 655 Hwy 107, Montevallo, AL 35115; 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.
6. **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.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

LANDLORD

2 WITNESSES

Karen B. Mermingas

Signature: [Signature]

Print Name: Karen B. Mermingas

Date: 11/8/19

Signature: [Signature]

Print Name: Marqueeta Clark

Signature: [Signature]

Print Name: Sergio Garcia

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Texas

County of Harris

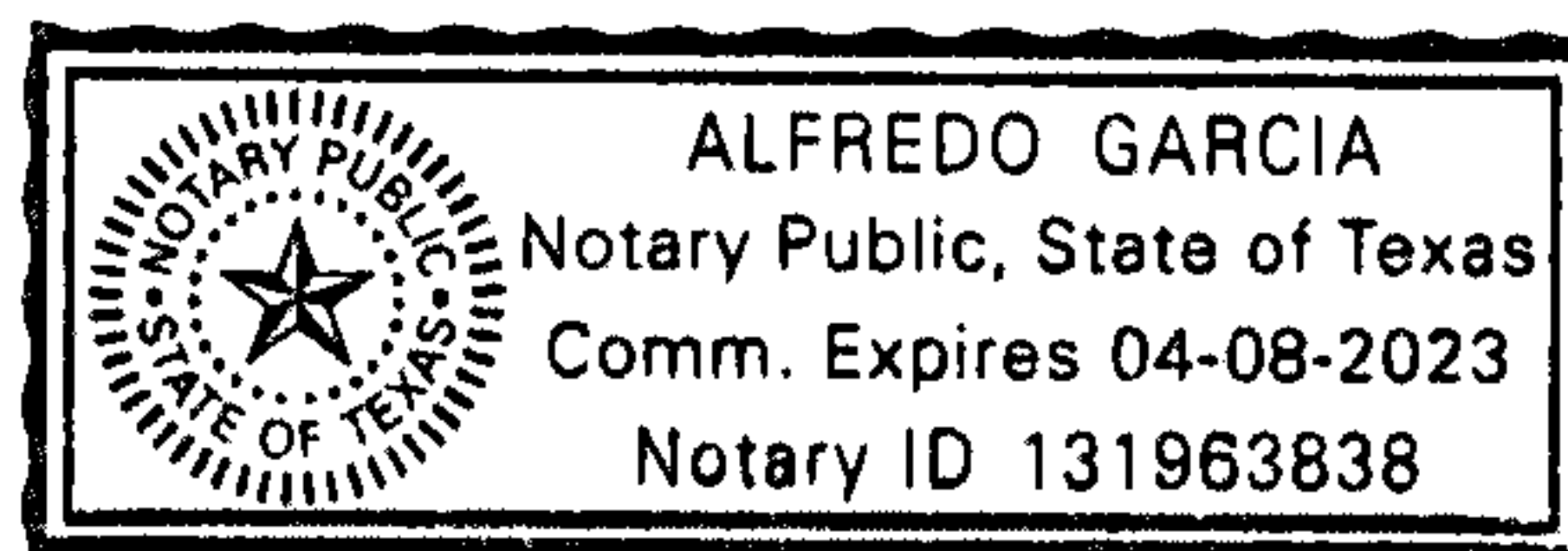
On this 8 day of November, 2019, before me, the undersigned Notary Public, personally appeared Karen B. Mermingas, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the 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: Alfredo Garcia B

My commission expires: 4/8/2023



[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

2 WITNESSES

Kelly B. Babler

Signature: [Signature]
Print Name: Kelly B. Babler
Date: 11/6/2019

Signature: [Signature]
Print Name: Philip Barker

Signature: [Signature]
Print Name: Janeen L. Boral

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of GA

County of Cobb

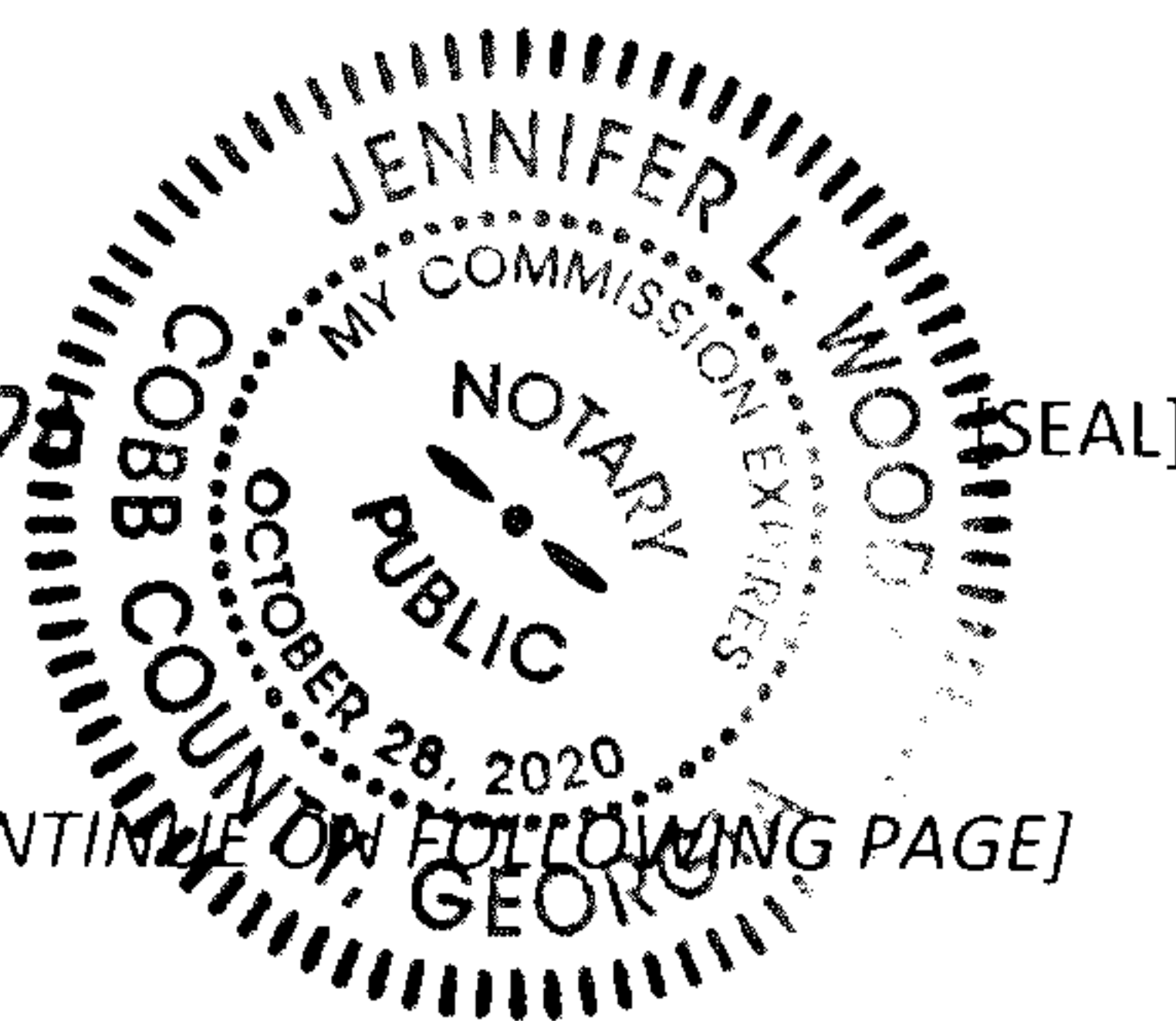
On this 6th day of November, 2019, before me, the undersigned Notary Public, personally appeared Kelly Babler, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same 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.

Jennifer L. Woody
Notary Public

Print Name: Jennifer L. Woody

My commission expires: October 28, 2020



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LANDLORD

2 WITNESSES

Victoria B. Schutter

Signature: Victoria B. Schutter
Print Name: Victoria B. Schutter
Date: 11/12/2019

Signature: Celia L. Barrera
Print Name: Celia L. Barrera
Signature: Christina Ornela
Print Name: CHRISTINA ORNELA

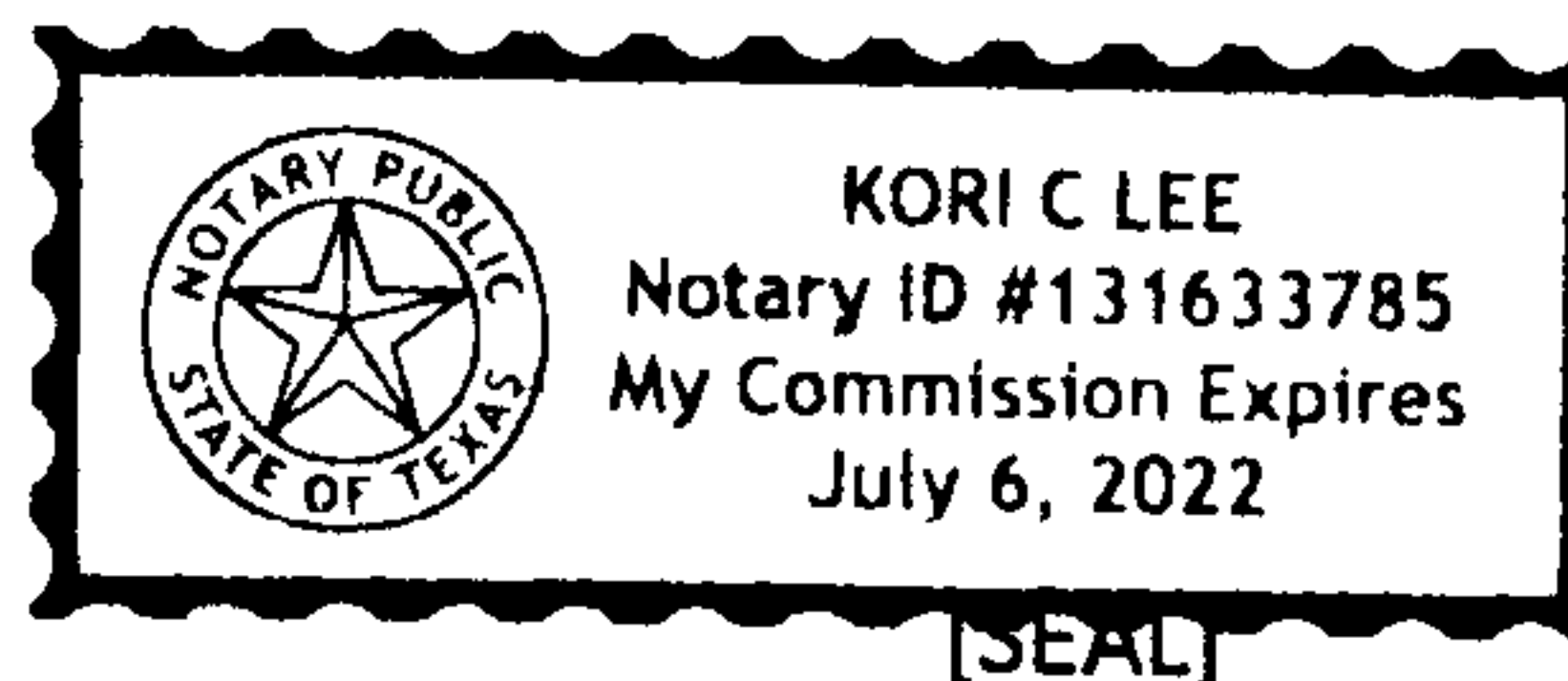
WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of Texas
County of Harris

On this 12th day of November, 2019, before me, the undersigned Notary Public, personally appeared Victoria B. Schutter, 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.

Kori C. Lee
Notary Public
Print Name: Kori C. Lee
My commission expires: July 6, 2022



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

20211026000518550 10/26/2021 10:07:45 AM GRLEASE 6/9

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

Jeffrey Bryan Benson

Signature: Jeffrey Bryan Benson
Print Name: JEFFREY BRYAN BENSON
Date: 11/21/19

2 WITNESSES

Signature: Victor Corder
Print Name: VICTOR CORDER

Signature: Raoul Delgado
Print Name: Raoul Delgado

WITNESS AND ACKNOWLEDGEMENT

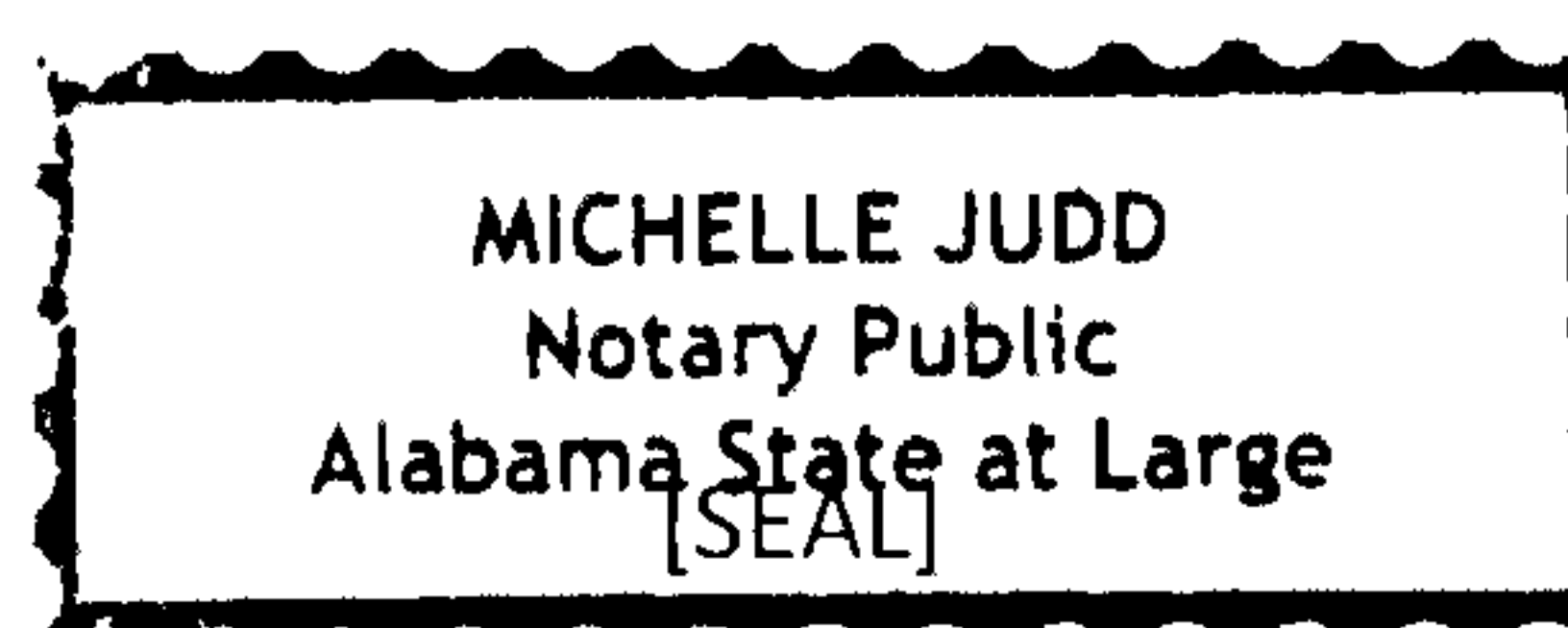
State/Commonwealth of Alabama

County of Shelby

On this 21st day of November, 2019, before me, the undersigned Notary Public, personally appeared Jeffrey Benson, 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.

Michelle Judd
Notary Public
Print Name: Michelle Judd
My commission expires: 8/24/22



[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

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

Signature: *Carol Maxime*

Print Name: Carol Maxime

Title: _____

Date: Senior Counsel, US Tower

4/20/2020

WITNESS

Signature: *Gina Nguyen*

Print Name: Gina Nguyen

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 20th day of April, 2020, before me, Bich Ngoc Gina Thi Nguyen 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Bich Ngoc Gina Thi Nguyen
Notary Public

Print Name: _____

My commission expires: _____



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.

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 being known as Shelby County, Alabama parcel: 23-1-12-0-000-026.000.

EXHIBIT A (cont.)

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.

A 0.07 ACRE AREA BEING A PORTION OF THE PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 20121017000399100 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, IDENTIFIED AS PARCEL NUMBER 23-1-12-0-000-026.000 SITUATED IN THE NE QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, ALABAMA WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" OPEN PIPE FOUND MARKING THE NORTHEAST CORNER OF THE LESS & EXCEPT TRACT AS DESCRIBED IN SAID INSTRUMENT NUMBER 20121017000399100;
THENCE S 11°51'09" E 73.92 FEET TO A POINT; THENCE S 11°51'09" E 20.80 FEET TO A POINT;
THENCE S 62°12'59" W 117.79 FEET TO THE POINT OF BEGINNING; THENCE S 62°12'59" W 27.70 FEET TO A POINT; THENCE N 22°47'55" W 108.62 FEET TO A POINT; THENCE N 62°12'59" E 27.70 FEET TO A POINT; THENCE S 22°47'55" E 108.62 FEET TO THE POINT OF BEGINNING. CONTAINING 2,997.18±SQUARE FEET (0.07 ACRES), MORE OR LESS

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:

A 0.05 ACRE EASEMENT BEING A PORTION OF THE PARCEL AS DESCRIBED IN INSTRUMENT NUMBER 20121017000399100 AS RECORDED IN THE OFFICE OF THE JUDGE OF PROBATE FOR SHELBY COUNTY, ALABAMA, IDENTIFIED AS PARCEL NUMBER 23-1-12-0-000-026.000 SITUATED IN THE NE QUARTER OF SECTION 12, TOWNSHIP 21 SOUTH, RANGE 3 WEST, ALABAMA WEST, SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 2" OPEN PIPE FOUND MARKING THE NORTHEAST CORNER OF THE LESS & EXCEPT TRACT AS DESCRIBED IN SAID INSTRUMENT NUMBER 20121017000399100;
THENCE S 11°51'09" E 73.92 FEET TO A POINT; THENCE S 11°51'09" E 20.80 FEET TO THE POINT OF BEGINNING OF AN ACCESS AND UTILITY EASEMENT; THENCE S 11°51'09" E 14.56 FEET TO A POINT;
THENCE S 62°12'59" W 142.71 FEET TO A POINT; THENCE N 22°47'55" W 14.05 FEET TO A POINT;
THENCE N 62°12'59" E 145.49 FEET TO THE POINT OF BEGINNING.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/26/2021 10:07:45 AM
\$169.00 CHERRY
20211026000518550

Allen S. Byrd

Site No: 300243
Site Name: Saginaw AL 2