

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Rory Pickens, Esq.
ATC Site No: 300127
ATC Site Name: Highway 43
Assessor's Parcel No(s): 04-9-31-0-000-006-000

Prior Recorded Lease Reference:

Document No: 2001-23120
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 **AP Wireless Investments I, LLC**, a Delaware limited liability company ("**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 holder of a communication easement pursuant to that certain Easement and Assignment Agreement dated June 16, 2012, and recorded in the official records of the County of Shelby, State of Alabama on July 12, 2012, under Document Number 20120712000249350 (the "**Easement**") over, across, under and through the real property described on **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 Communications Site Lease Agreement (Ground) dated May 2, 2000 (as the same may have been amended and/or assigned 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 are also described on **Exhibit A**.
2. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, the final expiration date of the Lease would be June 15, 2111.
3. **Leased Premises Description.** Tenant shall have the right with the written consent of Landlord that shall not be unreasonably withheld, 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.

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APWII Site No: L108058

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: AP Wireless Investments I, LLC, Attn: Property Management/L108058, 4250 Executive Square, Suite 900, La Jolla, CA, 92037; to Tenant at: American Tower, 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.
7. **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]

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

LANDLORD

2 WITNESSES

AP Wireless Investments I, LLC,
a Delaware limited liability company

Signature: [Signature]
Print Name: Andrew Wood
Title: Executive VP
Date: 3/28/2025

Signature: [Signature]
Print Name: Kristi Howard
Signature: [Signature]
Print Name: Victoria Popova

ALL CAPACITY ACKNOWLEDGMENT

see Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State/Commonwealth of California

County of San Diego

On this ___ day of _____, 2025, before me, _____, personally appeared, Andrew Wood, Executive VP, AP Wireless Investments I, LLC, 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.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

On March 28, 2025 before me, Danielle Portus, Notary Public
(insert name and title of the officer)

personally appeared Andrew Wood, EVP
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 behalf of 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.




Signature Danielle Portus (Seal)

TENANT

WITNESS

SpectraSite Communications, LLC,
a Delaware limited liability company

Signature: 
Print Name: _____
Title: Richard P. Palermo
Date: Senior Counsel, US Tower
3/27/25

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 27 day of March, 2025, before me, the undersigned Notary Public, personally appeared, Richard P. Palermo, Sr Counsel US Tower 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~~ Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public

Print Name: _____

N. JEANETTE ROBINSON

Notary Public

My commission expires: _____

Commonwealth of Massachusetts
My Commission Expires
December 11, 2026

[SEAL]

EXHIBIT A
PARENT PARCEL

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:

The following described real estate situated in Shelby County, Alabama to-wit:

PARCEL I

A part of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 East and being more particularly described as follows: Commence at the Northwest corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence Southerly and along the West line of same for a distance of 941.66 feet to the point of beginning of the property described herein; thence continue along the last named course and along said West line for a distance of 409.96 feet to the Southwest Corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section; thence turn an angle to the left of 91 deg. 52 min. in an Easterly direction and along the South line of said $\frac{1}{4}$ $\frac{1}{4}$ Section for a distance of 545.54 feet; thence turn an angle to the left of 142 deg. 23 min. in a Northwesterly direction for a distance of 671.14 feet to the point of beginning.

PARCEL II

A part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 31, Township 18 South, Range 1 East, and being described as follows: Commence at the NE corner of said $\frac{1}{4}$ $\frac{1}{4}$ Section, thence Southerly and along the East line of same for a distance of 529.51 feet to the point of beginning of the property described herein; thence continue along the last named course for a distance of 81.65 feet to a point on the Northwesterly right of way line of the Montevallo Road; thence turn an angle to the right of 40 deg. 51 min. in a Southwesterly direction, and along said right of way line for a distance of 501.16 feet; thence turn an angle to the right of 173 deg. 65 min. in a Northeasterly direction for a distance of 604.00 feet to the point of beginning.

PARCEL III

All of that part of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 18 Range 1 East lying Southeast of the Montevallo Road.

PARCEL IV

West $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 31, Township 18 Range 1 East.

PARCEL V

West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 8, Township 18 Range 1 East.

Being situated in Shelby County, Alabama; known as Parcel ID Number 04-9-31-0-000-006-000.

This being the same property conveyed to Community of Caritas, an Alabama corporation from Melinda Hurd, a married woman, Vickie Lane Hale, a single individual, Crystal Lane Hale, a single individual and Amanda Leigh Hale, a single individual, in a deed dated May 25, 2023 and recorded May 31, 2023, in Instrument no. 20230531000162860.

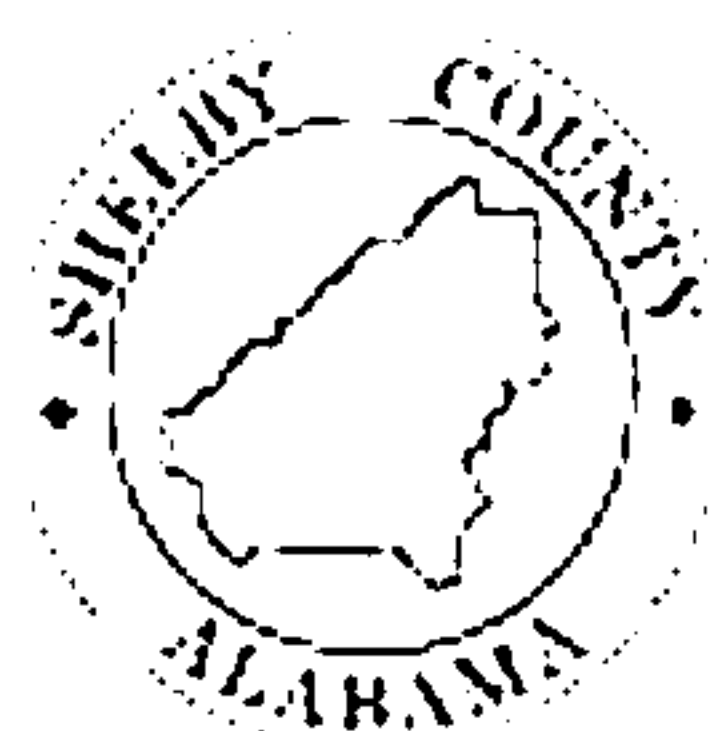
LEASED PREMISES

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).

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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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/24/2026 08:42:04 AM
\$443.50 JOANN
20260324000083230

Allie S. Boyd

ATC Site No: 300127
Site Name: Highway 43
APWII Site No: L108058