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DESOTO COUNTY, MS
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MEMORANDUM OF LEASE

Prepared by:

KATHY KELLY-JACOBS
NSORO for AT&T Mobility
2500 CUMBERLAND
ATLANTA, GA 30039
612-371-1111

AT&T Mobility
5310 Maryland Way
Engineering Office
Brentwood, TN 37027
Attn: Network Real Estate/Construction Dept.

Return To:

Old Republic Site Management Services
17330 Preston Road, Suite 150A
Dallas, Texas 75252

Re: Cell Site # 290P0293; Cell Site Name: MEM Hernando Hills
Fixed Asset # 10123119
State: Mississippi
County: Desoto

272992
OR090503-R2

MEMORANDUM
OF
LEASE

This Memorandum of Lease is entered into on this 18TH day of DECEMBER, 2008, by and between Robert B. Seymour and his wife, Shirley S. Seymour, having a mailing address of 851 Fairway Trail, Hernando, MS 38632 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 12555 Cingular Way, Alpharetta, Georgia 30004 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 18TH day of DECEMBER, 2008, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option, with four (4) successive five (5) year options to renew.

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8-10-07

2007 Option Land Lease

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- 3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
- 4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"

By: Robert B. Seymour
Robert B. Seymour

LANDLORD"

By: Shirley S. Seymour
Shirley S. Seymour

"TENANT"

New Cingular Wireless PCS, LLC,
Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: William Plantz
Print Name: William Plantz
Its: Executive Director of Network Operations
Date: 12/18/08

LANDLORD

STATE OF Mississippi
COUNTY OF Desoto

The foregoing instrument was acknowledged before me this 5th day of December, 2008, by _____ . On this 5th day of December, 2008, before me personally appeared **Robert B. and Shirley S. Seymour**, to me known (or proved to me on the basis of satisfactory evidence) to be the person described in and who executed the foregoing instrument, and acknowledged that such person executed the same as such person's free act and deed.

Mendi Lauderdale
Name: Mendi Lauderdale
Notary Public

Serial No.: _____

My Commission Expires October 11, 2010

[NOTARIAL SEAL]

TENANT



STATE OF TENNESSEE)
) ss
COUNTY OF WILLIAMSON)

Before me, ERICAL CLANTON a Notary Public in and for the State and County aforementioned, personally appeared William Plantz, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Executive Director-Network Operations of New Cingular Wireless PCS, LLC, a Delaware limited liability company, by AT&T Mobility Corporation, its Manager, the within named bargainer, and that such person as such Executive Director-Network Operations, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as Executive Director-Network Operations.

Witness my hand and seal, this the 18th day of DEC, 2008.



MAY 8, 2012

Eriqal Clanton
NOTARY PUBLIC
My commission expires: MAY 8, 2012

[NOTARIAL SEAL]

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8-10-07

EXHIBIT 1

DESCRIPTION OF PREMISES

Page 1 of 2

to the Memorandum of Lease dated DECEMBER 18, 2008, by and between Robert B. Seymour and his wife, Shirley S. Seymour, as Landlord, and New Cingular Wireless PCS, LLC, a limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

Lease Exhibit to be attached

PARENT TRACT (DEED BOOK 527, PAGE 782)

DESCRIPTION OF THE LIPSCOMB 5.14 ACRE LOT IN PART OF THE NORTHWEST QUARTER OF SECTION 7; TOWNSHIP 3 SOUTH; RANGE 7 WEST; CITY OF HERNANDO IN DESOTO COUNTY, MISSISSIPPI.

Beginning at the southeast corner of the northwest quarter of Section 7; Township 3 South; Range 7 West; thence north 0 degrees 40' 37" west 1179.35 feet along the east line of the Lipscomb tract to a point in the south right of way Byhalia Road (80 feet wide); thence southwest along a curve in the south right of way of said road the following calls: a curve having a length of 153.02 feet, radius of 2938.59 feet, a chord length of 153.0 and a chord direction of south 31 degrees 57' 25" west to a point; thence along a curve having a length of 218.09 feet, a radius of 1007.21 feet, a chord length of 217.86 feet and a chord direction of south 22 degrees 37' 54" west to a point; thence along a curve having a length of 95.83 feet, a radius of 9240.80 feet, a chord length of 95.8 feet and a chord direction of south 16 degrees 24' 02" west to a point in a change in the width of the road right of way; thence south 70 degrees 40' 46" east 40.0 feet to a point; thence south 19 degrees 19' 14" west 410.30 feet along said right of way to a point in the east right of way of I-55 Highway; thence south 18 degrees 35' 43" east 379.12 feet along said right of way to a point in the north line of the Lakes of Cedar Grove Subdivision; thence north 89 degrees 01' 13" east 182.87 feet to the point of beginning and containing 5.19 acres more or less. All bearings are true north.

100' X 100' LEASE AREA (AS SURVEYED)

A parcel of land being a portion of that certain tract of land as recorded in Deed Book 527, Page 782 in the Chancery Clerks Office, Desoto County, Mississippi lying in the NW 1/4 of Section 7, Township 3 South, Range 7 West and being more particularly described as follows:

Commence at a fence post found in place at the Southeast corner of said certain tract of land and the Southeast corner of the Northwest quarter of said Section having Mississippi West State Plane Coordinates N:1942275.981, E:2402303.678; thence run N 42°11'07" W for a distance of 411.93 feet to a 5/8" capped rebar set (SMW LS 02859) lying N 75°55'37" E and 4.90 feet from a concrete monument found lying on the East right-of-way line of Interstate 55 and the Point of Beginning; thence N 72°10'22" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 02859); thence S 17°49'38" E for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 02859); thence S 72°10'22" W for a distance of 100.00 feet to a 5/8" capped rebar set (SMW LS 02859); thence N 17°49'38" W for a distance of 100.00 feet to the Point of Beginning. Said above described parcel contains 0.23 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)

An easement being a portion of that certain tract of land as recorded in Deed Book 527, Page 782 in the Chancery Clerks Office, Desoto County, Mississippi lying in the NW 1/4 of Section 7, Township 3 South, Range 7 West and being more particularly described as follows:

Commence at a fence post found in place at the Southeast corner of said certain tract of land and the Southeast corner of the Northwest quarter of said Section having Mississippi West State Plane Coordinates N:1942275.981, E:2402303.678; thence run N 42°11'07" W for a distance of 411.93 feet to a 5/8" capped rebar set (SMW LS 02859) lying N 75°55'37" E and 4.90 feet from a concrete monument found lying on the East right-of-way line of Interstate 55; thence N 72°10'22" E for a distance of 33.79 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 04°32'23" E for a distance of 194.18 feet to a point; thence N 20°00'37" E for a distance of 60.47 feet to a point; thence N 67°13'26" E for a distance of 141.09 feet to a point; thence N 03°48'11" E for a distance of 58.83 feet to a point; thence N 24°30'04" W for a distance of 210.17 feet, more or less, to the East right-of-way line of Byhalia Road and the Point of Ending. Said above described easement contains 0.46 acres more or less.

