

This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Burr & Forman LLP  
420 20th Street North, Suite 3400  
Birmingham, Alabama 35203

**20160323000093530**  
**03/23/2016 03:26:11 PM**  
**ASSIGN 1/4**

After Recording Return To:  
Linear Title  
Ocean Technology Plaza, First Floor  
127 John Clarke Road  
Middletown, Rhode Island 02842  
Attention: \_\_\_\_\_

**STATE OF ALABAMA     )**  
**COUNTY OF SHELBY     )**

Cross reference to:  
Instrument No. 1994-08098  
Instrument No. 2001-38898  
Instrument No. 20050909000468130

### **ASSIGNMENT OF LEASE**

This Assignment of Lease (this "Agreement") is made effective as of DECEMBER 7, 2015, by and between **TH BEARDEN LLC**, an Alabama limited liability company, with a mailing address of 1699 Spring Creek Road, Montevallo, Alabama 35115 ("Assignor"), and **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, J. E. Bearden and Irene L. Bearden, husband and wife, as lessor and GTE Wireless of the South Incorporated, a Virginia corporation (hereinafter referred to as "GTE") successor by merger to GTE Mobilnet of Birmingham Incorporated, successor by name change to Contel Cellular of Birmingham, Inc.), as lessee, entered into a Lease Agreement dated April 5, 1993 (as amended or assigned, the "Lease"), which Lease was filed for record on March 14, 1994, and recorded as Instrument No. 1994-08098 in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, pursuant to that certain Warranty Deed dated December 29, 1994 and filed in the Office of the Judge of Probate of Shelby County as Instrument No. 1997-37673, Bearden Family Partnership, Ltd., an Alabama limited partnership ("Bearden Ltd.") succeeded to the interest of J. E. Bearden and Irene L. Bearden in and to the Lease;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated April 1, 2000 and filed in the Office of the Judge of Probate of Shelby County as Instrument No. 2001-38898, GTE assigned all its right, title and interest in, to and under the Lease to Crown Castle GT Company LLC, a Delaware limited liability company ("Crown GT"), which assumed all of GTE's rights, duties and obligations with respect thereto;

WHEREAS, Bearden Ltd. and Crown GT entered into that certain Amendment to Lease Agreement dated July 22, 2005, which amendment was filed in the Office of the Judge of Probate of Shelby County as Instrument No. 20050909000468130;

WHEREAS, pursuant to a Statutory Warranty Deed dated September 19, 2005 and recorded

November 18, 2005 as Instrument No. 20051118000603590 in the Office of the Judge of Probate of Shelby County, Assignor succeeded to the interest of Bearden Ltd. In and to the Lease; and

WHEREAS, the Assignor has agreed to transfer and assign the Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** Pursuant to a Grant of Easement executed contemporaneously herewith by and between the Assignor and the Assignee (the "Grant of Easement"), the Assignor has transferred, sold, conveyed and assigned the Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof.
2. **Assumption.** Subject to the terms of the Grant of Easement, the Assignee has assumed all of the obligations of the Assignor as landlord under the Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Lease.
3. **Miscellaneous.**
  - (a) Amendments. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.
  - (b) Headings. The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.
  - (c) Meaning of Particular Terms. Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.
  - (d) Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Alabama.
  - (e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as



may be possible and be valid, legal and enforceable.

(f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. The Grant of Easement executed contemporaneously herewith by and between Assignor and Assignees and this Assignment constitute the entire agreement among the parties with respect to the subject matter hereof. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease effective as of the date first written above.

**ASSIGNOR:**

**TH BEARDEN LLC,**  
an Alabama limited liability company

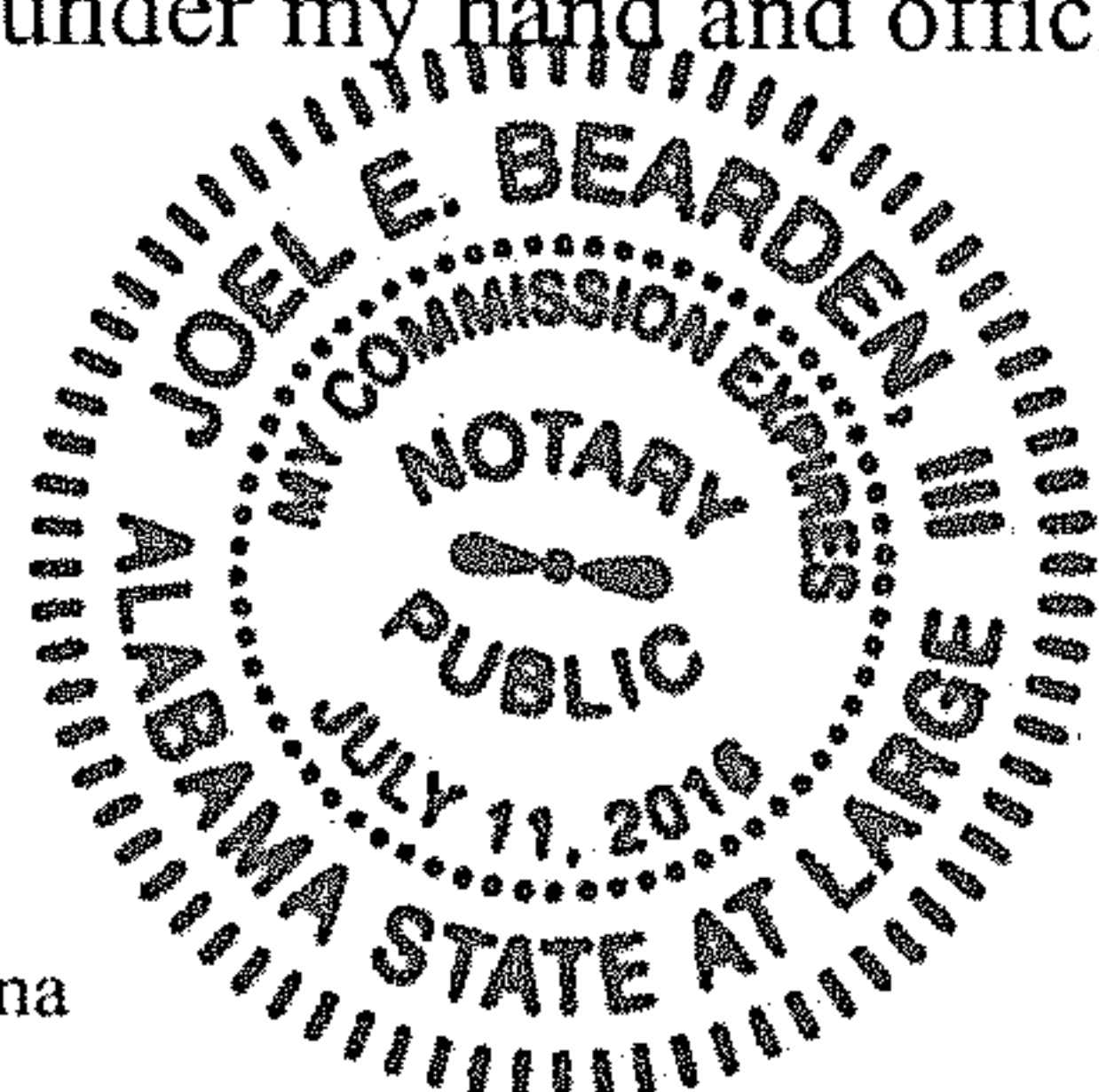
By: David Elyn Bearden  
Name: DAVID ELYN BEARDEN  
Its: Manager

STATE OF ALABAMA )

Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that David Elyn Bearden whose name as Manager of **TH BEARDEN LLC**, an Alabama limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such Manager and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 7<sup>th</sup> day of Dec, 2015.



Joel E. Bearden III  
Notary Public

**CROWN CASTLE TOWERS 09 LLC,**  
a Delaware limited liability company

By: *Philip Kelley*  
Name: Philip Kelley  
Title: Sr. VP Corporate  
Development & Strategy

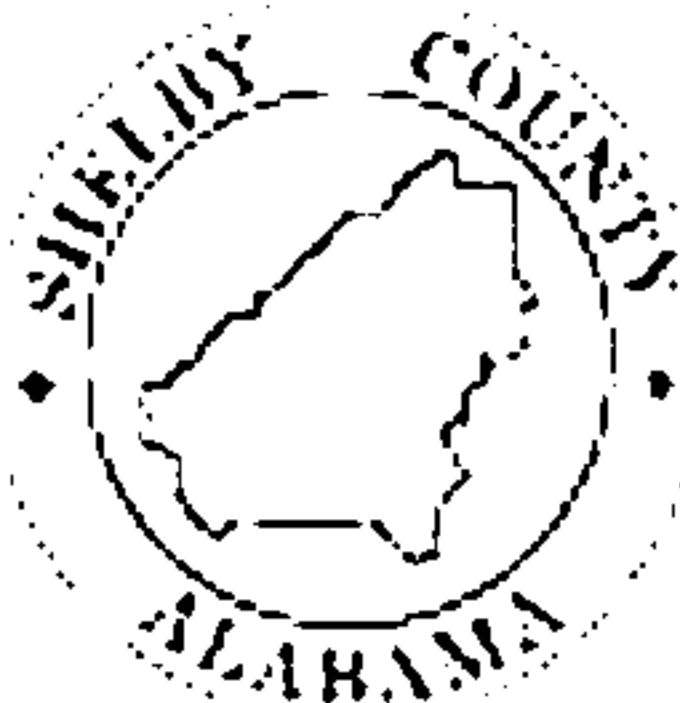
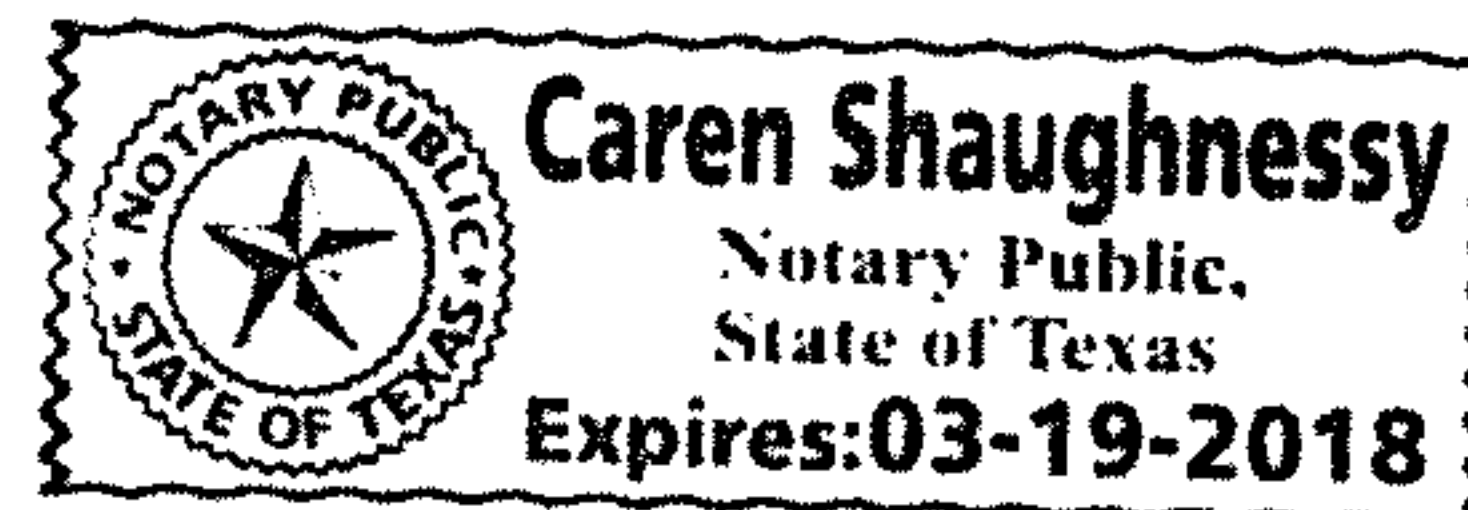
STATE OF TEXAS )  
 )  
HARRIS COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Phil Kelley whose name as Sr. V.P. of **CROWN CASTLE TOWERS 09 LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment of Lease, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 17 day of November, 2015.

*Caren Shaughnessy*  
Notary Public  
My Commission Expires: 3-19-18

(Notary Seal)



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
03/23/2016 03:26:11 PM  
\$23.00 CHERRY  
20160323000093530

*James W. Fuhrmeister*