


Prepared by:
Global Signal Acquisitions LLC
Attn: Legal Dept.
301 N. Cattlemen Road #300
Sarasota FL 34232


20060127000046030 1/7 \$29.00
Shelby Cnty Judge of Probate, AL
01/27/2006 03:37:54PM FILED/CERT

Site# 3026300 J.O. Kent (Shelby County, Alabama)

10801861

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 12th day of January, 2006, by and between **J.O. Kent and Patricia R. Kent**, husband and wife ("Assignor") whose address is 5920 Belle Terrace, Theodore, AL 36582 and **Global Signal Acquisitions LLC**, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that certain lease dated April 17, 1997 originally by and between J.O. Kent and Sprint Spectrum L.P., a Delaware limited partnership, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.
2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Leases upon the terms and conditions set forth in the Assigned Leases.
3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.



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4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's interest in the Assigned Lease and that no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Leases, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

[Remainder of page intentionally left blank. Signatures and acknowledgments to follow.]



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Witnesses:

ASSIGNOR:

J.O. Kent and Patricia R. Kent,
husband and wife

[Signature]

Print Name: JAMES O. LEACH

[Signature]

Print Name: Haley Hathaway

[Signature]

J.O. Kent

[Signature]

Patricia R. Kent

STATE OF Alabama
COUNTY OF Mobile

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6th day of January, 2006, within in my jurisdiction, the within named J.O. Kent and Patricia R. Kent, husband and wife who acknowledged that they executed the above and foregoing instrument. They are personally known to me or have produced Alabama D/L (type of identification) as identification.

NOTARIAL SEAL

[Signature]

Name: Barbara Roberts

Notary - State of Alabama

My Commission Expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Aug 24, 2008
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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ASSIGNEE:

Global Signal Acquisitions LLC,
a Delaware limited liability company

Witnesses:

C. J. Donchenko
Print Name: C. J. Donchenko

Charles J. Booker
Print Name: Charles Joseph Booker

By: *[Signature]*
Name: Lisa N. Johnson
As its: Vice President, Acq.

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 9th day of January, 2008, within my jurisdiction, the within named Lisa N. Johnson who acknowledged that he is Vice Pres, Acq. of Global Signal Acquisitions LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL

Melissa Ann Venezia
Name: Melissa Ann Venezia
Notary - State of Florida
My Commission Expires: 10-07-06

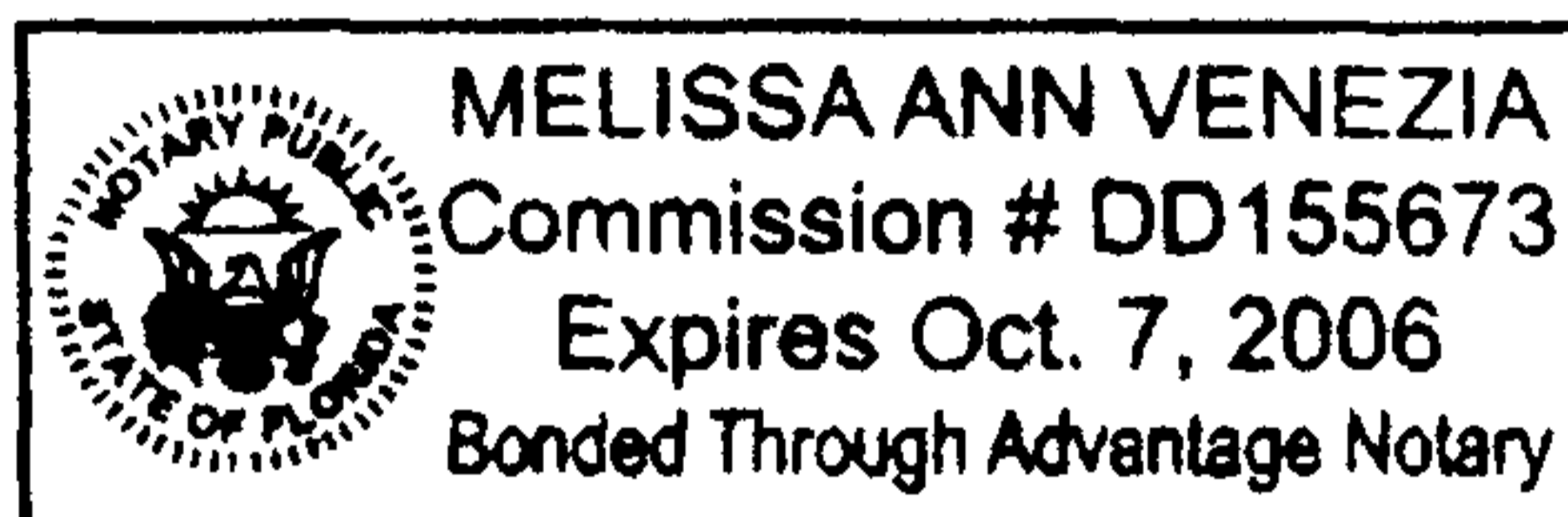



EXHIBIT "A"


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Lease Description

That certain PCS Site Agreement dated April 17, 1997 originally by and between J.O. Kent and Sprint Spectrum L.P., a Delaware limited partnership, as memorialized by the Memorandum of PCS Site Agreement dated April 17, 1997 and recorded in Instrument No. 1998-00662 of the Official Records of Shelby County, Alabama and re-recorded in Instrument No. 1998-02757 of the Official Records of Shelby County, Alabama, as affected by the Agreement Regarding Ground Lease dated March 4, 2005, as affected by the QuitClaim Deed recorded in Instrument No. 03/01/8000-06361 of the Official Records of Shelby County, Alabama.



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EXHIBIT "B"

Subject Property

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 799.11 feet to a point; thence run South 01°35'25" West for a distance of 170.00 feet to the Point of Beginning; thence run South 88°24'35" East for a distance of 100.00 feet to a point; thence run South 01°35'25" West for a distance of 100.00 feet to a point; thence run North 88°24'35" West for a distance of 100.00 feet to a point; thence run North 01°35'25" East for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

Together with:

40' Ingress/Egress and Utility Easement

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 799.11 feet to a point; thence run South 01°35'25" West for a distance of 270.00 feet to a point; thence run South 88°24'35" East for a distance of 35.84 feet to the Point of Beginning of the centerline of an Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein: thence run South 16°10'59" West for a distance of 235.75 feet to a point; thence run South 05°54'13" West for a distance of 44.10 feet to a point; thence run South 13°21'52" West for a distance of 219.61 feet to a point; thence run South 16°18'10" West for a distance of 241.62 feet to a point; thence run South 08°44'47" West for a distance of 50.48 feet to a point; thence run South 11°43'40" West for a distance of 154.82 feet to a point; thence run South 07°45'55" West for a distance of 51.13 feet to a point; thence run South 11°41'40" West for a distance of 145.79 feet to a point; thence run South 19°37'21" West for a distance of 46.86 feet to a point; thence run South 17°44'41" West for a distance of 151.11 feet to a point; thence run South 27°50'17" West for a distance of 38.63 feet to a point; thence run South 38°48'13" West for a distance of 47.77 feet to a point; thence run South 34°40'02" West for a distance of 49.93 feet to a point; thence run South 21°43'27" West for a distance of 52.88 feet to a point; thence run South 15°15'18" West for a distance of 48.13 feet to a point; thence run South 02°13'11" West for a distance of 49.54 feet to a point; thence run South 15°53'14" West for a distance of 51.87 feet to a point; thence run South 22°27'05" West for a distance of 50.25 feet to a point; thence run South 35°00'35" West for a distance of 101.68 feet to a point; thence run South 36°59'09" West for a distance of 151.82 feet to a point; thence run South 16°36'52" West for a distance of 49.66 feet to a point; thence run South 04°50'12" West for a distance of 50.07 feet to a point; thence run South 18°26'06" West for a distance of 97.06 feet to a point; thence run South



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30°44'08" West for a distance of 49.56 feet to a point; thence run South 38°26'37" West for a distance of 105.51 feet to a point; thence run South 51°44'10" West for a distance of 52.05 feet to a point; thence run North 89°44'54" West for a distance of 16.62 feet to a point on the eastern right-of-way line of Burton Drive, as recorded in Deed Book 286, Page 338. said point being the terminus of easement.