

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

20160216000049020
02/16/2016 01:01:52 PM
ASSIGN 1/6

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. 1996-22745
Instrument No. 1999-28705
Instrument No. 1999-28707
Instrument No. 20061212000600010
Shelby County, AL Records

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of JANUARY 21, 2016, by and between **MARJORIE DIANE BAILEY and GREGORY K. KITCHENS**, with a mailing address of 5766 Amber Hills Road, Irondale, Alabama 35210 ("Assignor"), and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

WHEREAS, Assignor is the lessor under that certain Tower Site Lease Agreement dated May 1, 1996, originally by and between William B. Kitchens ("Original Lessor"), as lessor, and Powertel/Birmingham, Inc., a Missouri corporation formerly known as InterCel Birmingham MT A, Inc., as lessee ("Powertel"), a memorandum of which was filed for record on July 15, 1996, and recorded as Instrument No. 1996-22745 in the Office of the Judge of Probate of Shelby County, Alabama (as amended or assigned, the "Lease");

WHEREAS, the Lease was amended pursuant to that certain Addendum dated April 23, 1997 between Original Lessor and Powertel;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated March 8, 1999 and recorded in Instrument No. 1999-28705 in the Office of the Judge of Probate of Shelby County, Alabama, Powertel assigned all of its right, title and interest in, to and under the Lease to Powertel Birmingham Towers, LLC, a Delaware limited liability company, which assumed all of Powertel's rights, duties and obligations with respect thereto;

WHEREAS, pursuant to that Assignment and Assumption Agreement dated June 1, 1999 and recorded in Instrument No. 1999-28707 in the Office of the Judge of Probate of Shelby County, Alabama, Powertel Birmingham Towers, LLC, assigned all of its right, title and interest in, to and under the Lease to Crown Castle PT Inc., a Delaware corporation ("Crown PT");

WHEREAS, [William B. Kitchens died testate and Legacy Towers, LLC, an Alabama limited liability company (as successor in interest to Marjorie Diane Kitchens Bailey and Gregory Kurt Kitchens) succeeded to his interest in and to the Lease];

WHEREAS, Legacy Towers LLC and Crown PT entered into that certain Amendment to Tower Site Lease Agreement dated October 10, 2006, which amendment was recorded as Instrument No. 20061212000600010 in the Office of the Judge of Probate of Shelby County, Alabama; 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.

[Signatures appear on following pages.]

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

ASSIGNOR:

Marjorie Diane Bailey
MARJORIE DIANE BAILEY

GREGORY K. KITCHENS

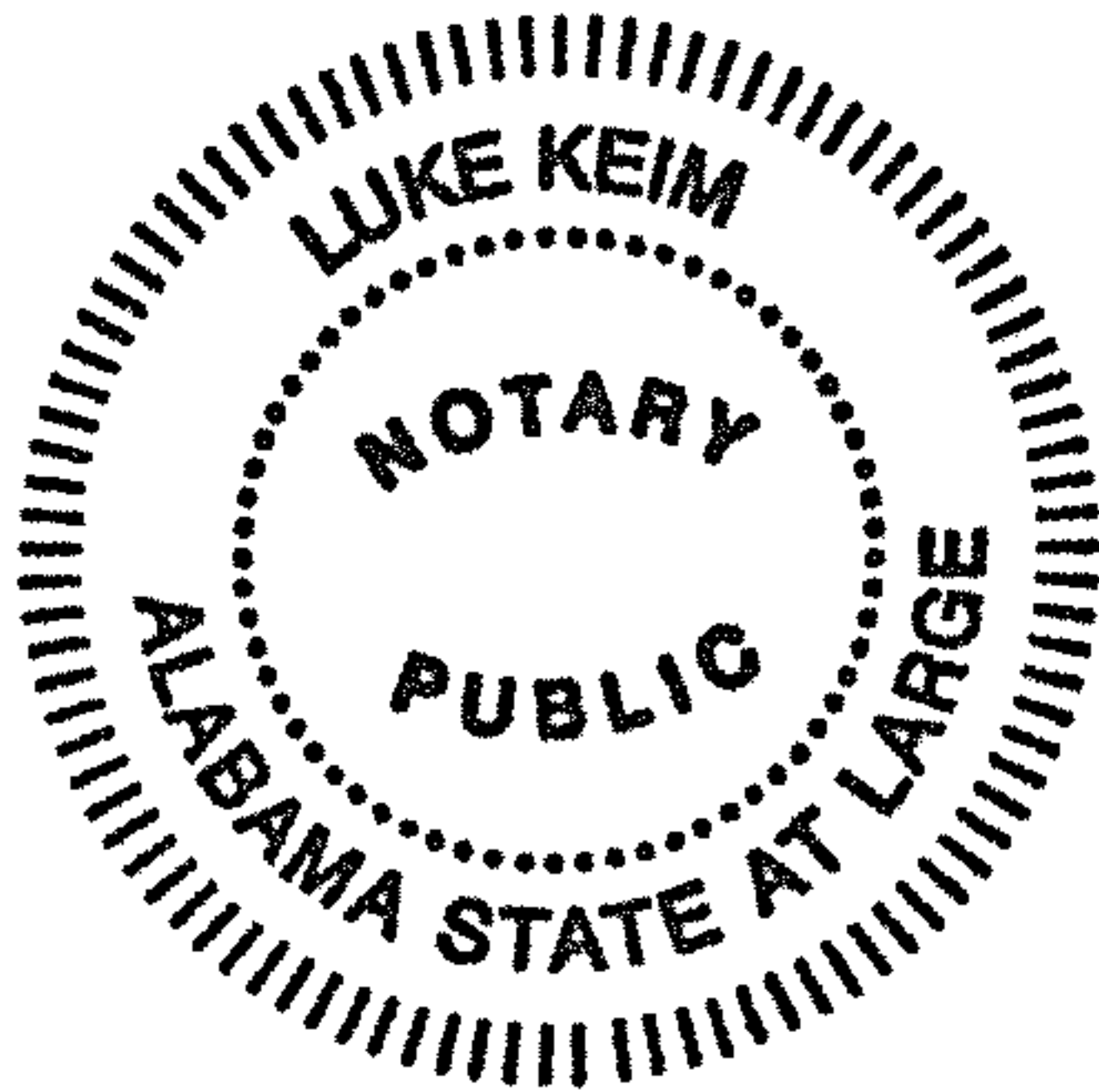
STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **MARJORIE DIANE BAILEY** and **GREGORY K. KITCHENS**, whose names are signed to the foregoing Assignment of Lease are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same on the day the same bears date.

Given under my hand and official seal this the 16 day of Jan, 2016.

(Notary Seal)



Luke Keim
Notary Public

My Commission Expires: 08-16-2016

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

ASSIGNOR:

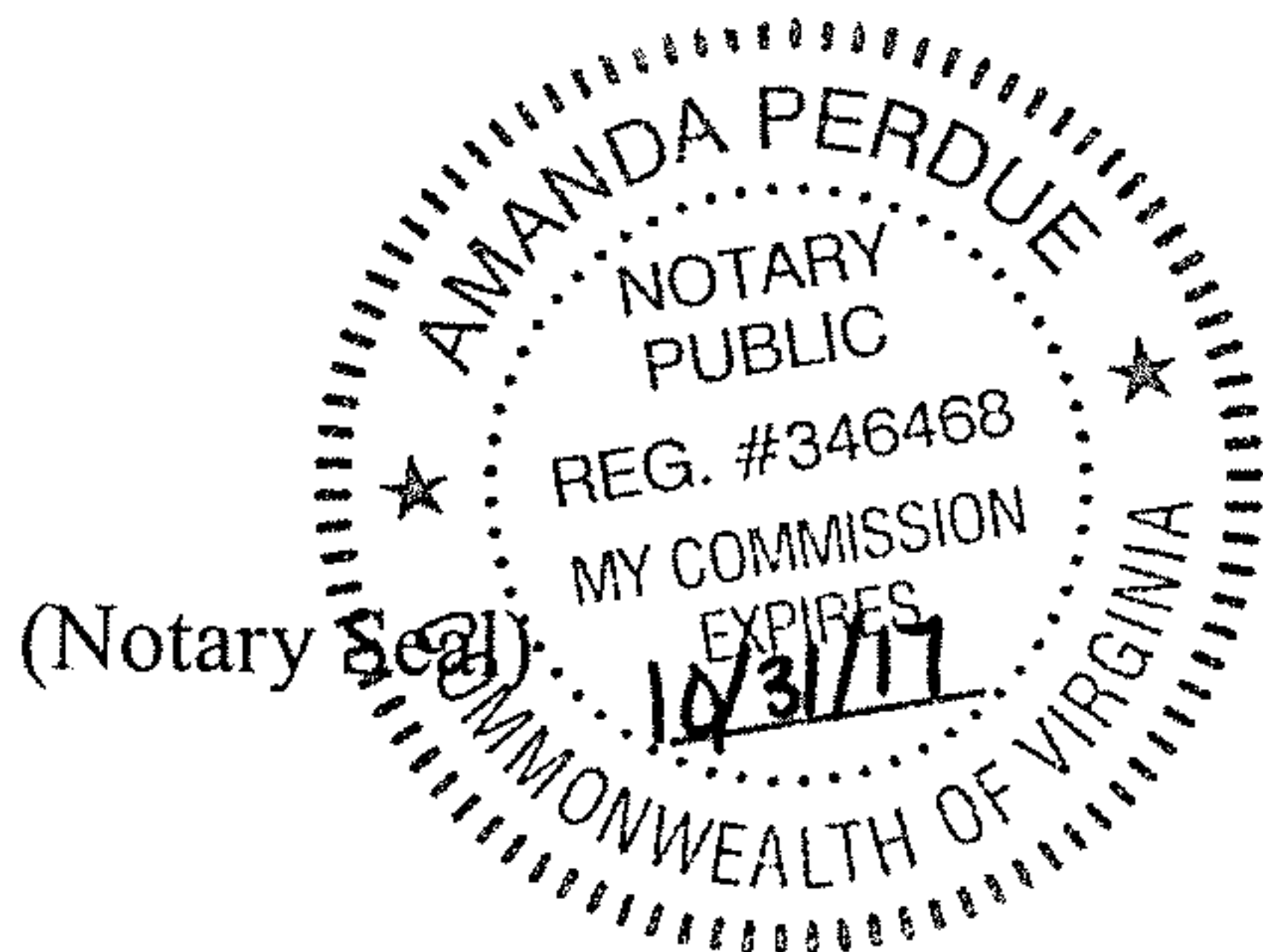
MARJORIE DIANE BAILEY

GREGORY K. KITCHENS

Virginia
STATE OF ~~ALABAMA~~)
Franklin COUNTY)

I, the undersigned, a Notary Public in and for said County in said State hereby certify that ~~MARJORIE DIANE BAILEY~~ and GREGORY K. KITCHENS, whose names are signed to the foregoing Assignment of Lease are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same on the day the same bears date.

Given under my hand and official seal this the 15th day of January, 2016.



Amanda J. Perdue
Notary Public

My Commission Expires: 10/31/17

ASSIGNEE:


GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: 
Name: Angela Siebe
Title: Director Land Acq. Ops

STATE OF Texas)
Harris COUNTY)

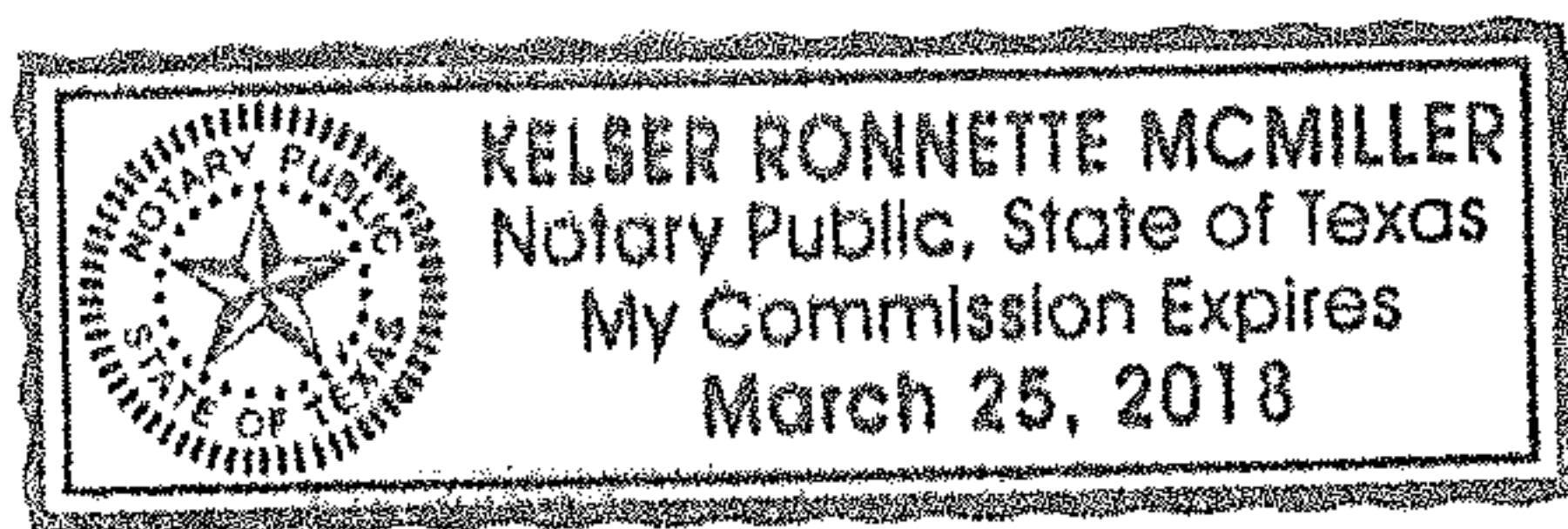
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Angela Siebe whose name as Director of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged 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 21 day of January, 2016.


Notary Public

My Commission Expires: 3-25-18

(Notary Seal)



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
02/16/2016 01:01:52 PM
\$29.00 CHERRY
20160216000049020

