

STATE OF ALABAMA)
 :
SHELBY COUNTY)

20161006000368310
10/06/2016 12:54:23 PM
ASSIGN 1/29

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made by and between **TOWER HOLDINGS II, LLC**, an Alabama limited liability company ("Assignor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company ("Assignee") effective the 5th day of October, 2016.

RECITALS:

A. Concurrently herewith Assignor has conveyed to Assignee that certain real property situated in Shelby County, Alabama, more particularly described on *Exhibit 1* attached hereto, together with the improvements thereon (the "Property").

B. Tyrol, Inc., as lessor, entered into that certain lease (the "Lease") with respect to the Property by and between Taylor Park Properties, L.L.C., as lessor, and BellSouth Mobility, Inc. dated November 1, 1994, a Memorandum of which is recorded March 9, 1995, in Instrument No. 1995-06053, in the Probate Office of Shelby County, Alabama, and subleased by BellSouth Mobility, Inc. to Crown Castle International, Inc., as tenant, as authorized pursuant to First Addendum of Lease Agreement dated March 6, 2000, executed between Tyrol, Inc. and BellSouth Mobility, Inc. Copies of the Lease, Memorandum, and First Addendum of Lease Agreement are attached hereto as *Exhibit 2*.

C. Tyrol, Inc. assigned the Lease to Assignor by Assignment of Lease dated as of the 1st day of October, 2015, a copy of which is attached hereto as *Exhibit 3*.

D. In connection with the conveyance of the Property to Assignee, Assignor has agreed to assign all of its right, title, and interest in and to the Lease to Assignee.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby transfer and assign unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Lease, and Assignee hereby agrees to assume all of Assignor's obligations pursuant to the Lease accruing on or after the date hereof.

2. Assignor hereby indemnifies and agrees to hold Assignee harmless against all claims and liabilities related to the lease arising prior to the date of this Assignment, except those arising in whole or part as the result of the actions, negligence or misconduct of Assignee or any of its related entities, members, representatives, employees, agents, contractors or invitees.

Assignee hereby agrees to indemnify Assignor against all claims and liabilities related to the Lease which are alleged to have occurred on or subsequent to the date of this Assignment, except those arising in whole or part as the result of the actions, negligence or misconduct of Assignor or any of its related entities, members, representatives, employees, agents, contractors or invitees.

3. It is agreed that all rents due and owing through October 31, 2016, shall be the property of Assignor, and all expenses accruing on or before October 5, 2016, shall be the obligation of Assignor. All rents accruing subsequent to October 31, 2016, shall be the property of Assignee, and all expenses accruing subsequent to October 5, 2016, shall be the property and obligation of Assignee.

4. This Assignment may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Signatures by electronic mail shall be acceptable and binding upon the parties.

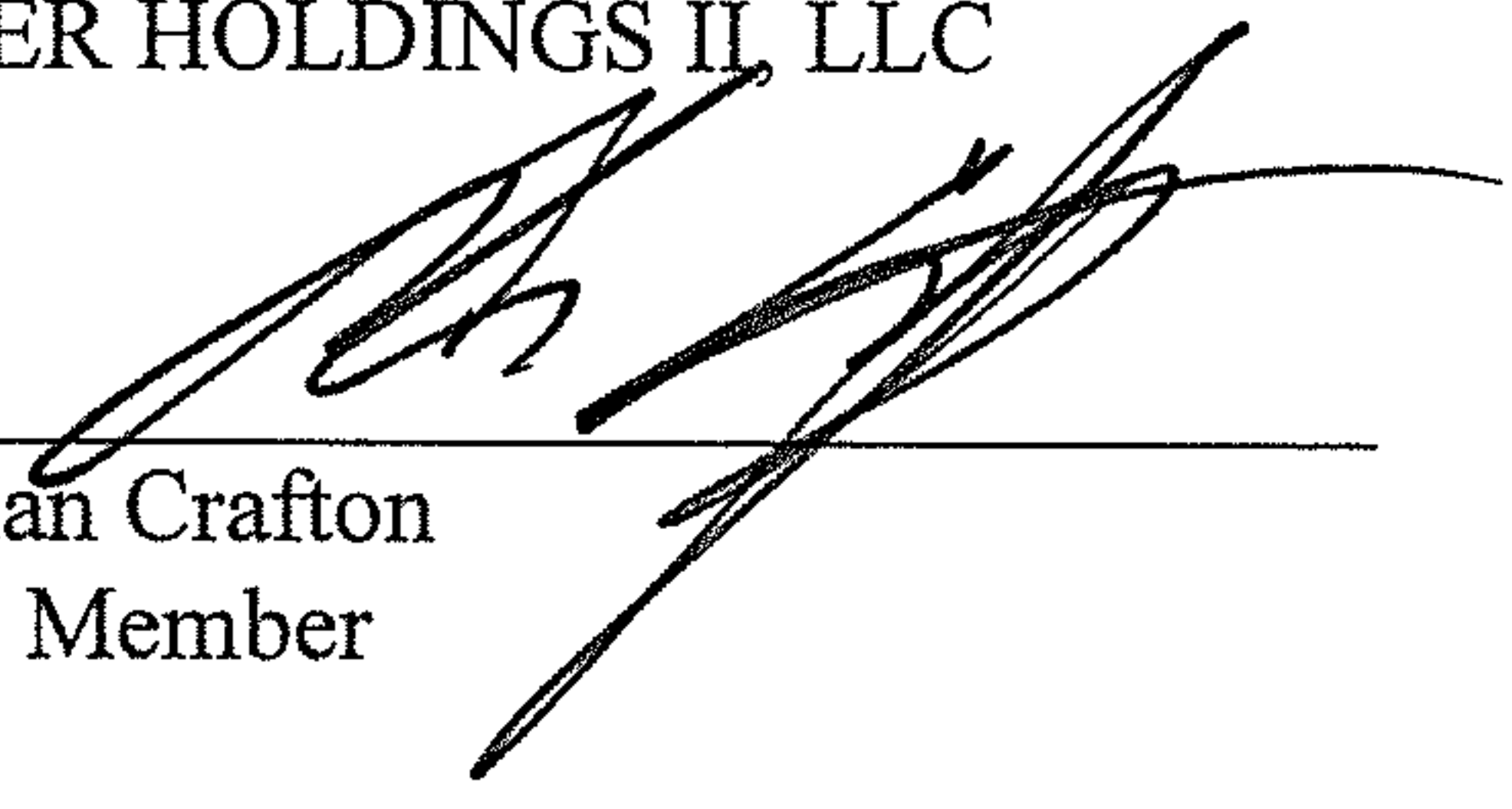
This Assignment shall not be deemed delivered or effective, nor shall it be recorded, until on or subsequent to October 5, 2016.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed for and in their respective names on the date shown above.

ASSIGNOR:

TOWER HOLDINGS II, LLC

By 
Alan Crafton
Its Member

ASSIGNEE:

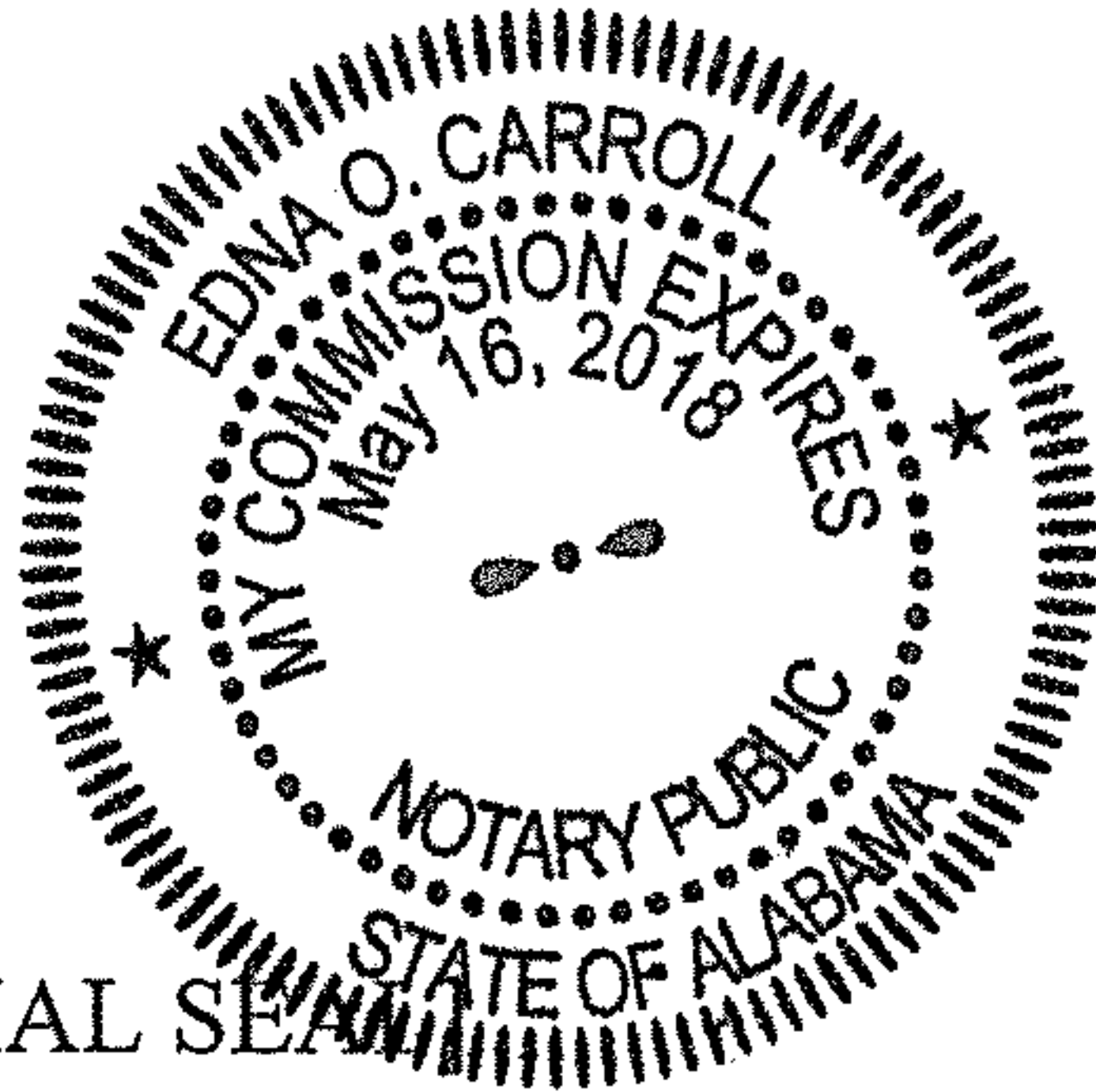
GLOBAL SIGNAL ACQUISITIONS IV LLC

By _____
Name _____
Its _____

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alan Crafton, whose name as Member of Tower Holdings II, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 3 day of October 2016.



[NOTARIAL SEAL]

Edna O. Carroll
Notary Public

My commission expires: _____

STATE OF _____)
 :
COUNTY OF _____)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____, whose name as _____ of Global Signal Acquisitions IV LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the _____ day of _____, 2016.

Notary Public

[NOTARIAL SEAL]

My commission expires: _____

Assignee hereby agrees to indemnify Assignor against all claims and liabilities related to the Lease which are alleged to have occurred on or subsequent to the date of this Assignment. except those arising in whole or part as the result of the actions, negligence or misconduct of Assignor or any of its related entities, members, representatives, employees, agents, contractors or invitees.

3. It is agreed that all rents due and owing through October 31, 2016, shall be the property of Assignor, and all expenses accruing on or before October 5, 2016, shall be the obligation of Assignor. All rents accruing subsequent to October 31, 2016, shall be the property of Assignee, and all expenses accruing subsequent to October 5, 2016, shall be the property and obligation of Assignee.

4. This Assignment may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Signatures by electronic mail shall be acceptable and binding upon the parties.

This Assignment shall not be deemed delivered or effective, nor shall it be recorded, until on or subsequent to October 5, 2016.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed for and in their respective names on the date shown above.

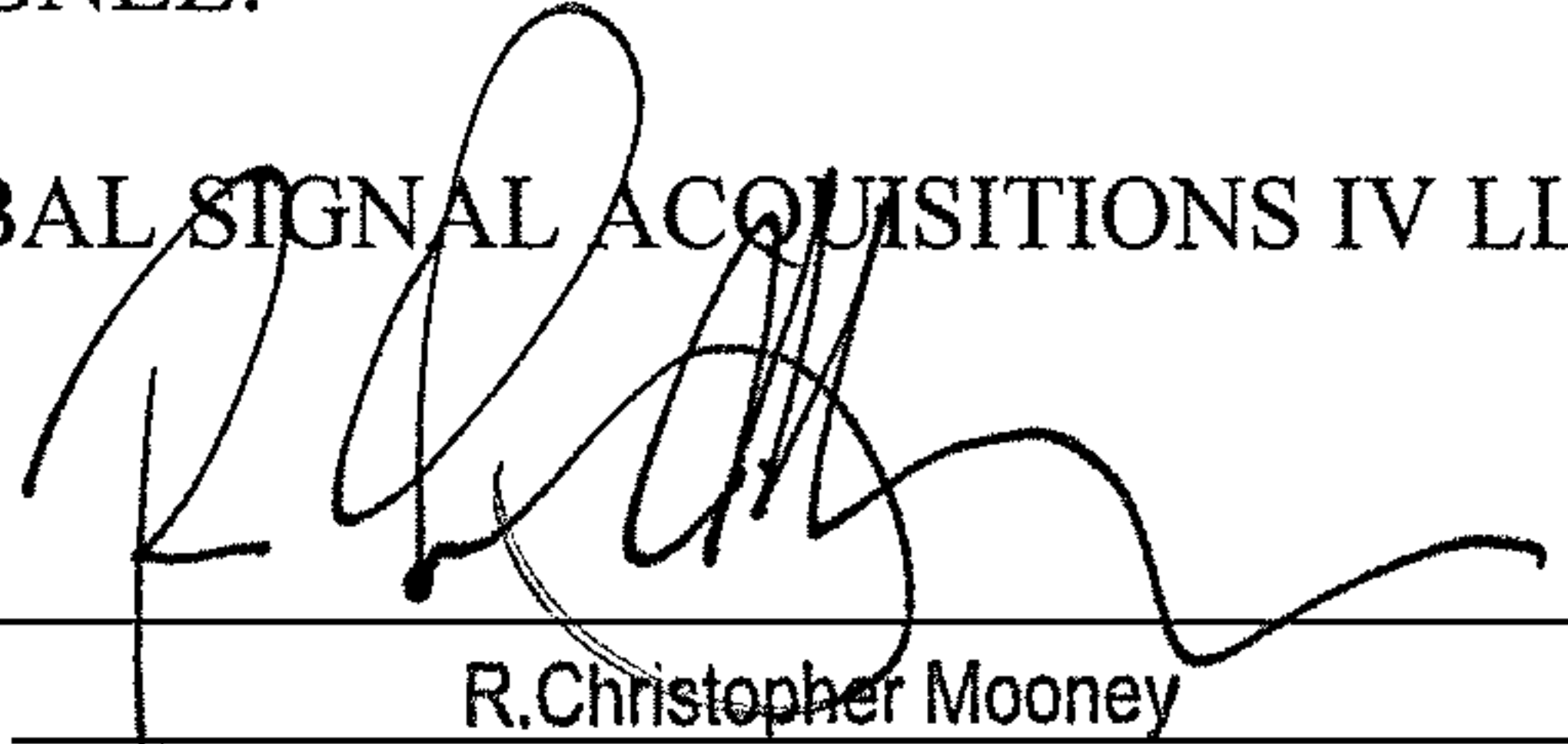
ASSIGNOR:

TOWER HOLDINGS II, LLC

By _____
Alan Crafton
Its Member

ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC

By  _____
Name R.Christopher Mooney
Its Vice President

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Alan Crafton, whose name as Member of Tower Holdings II, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the _____ day of _____, 2016.

Notary Public

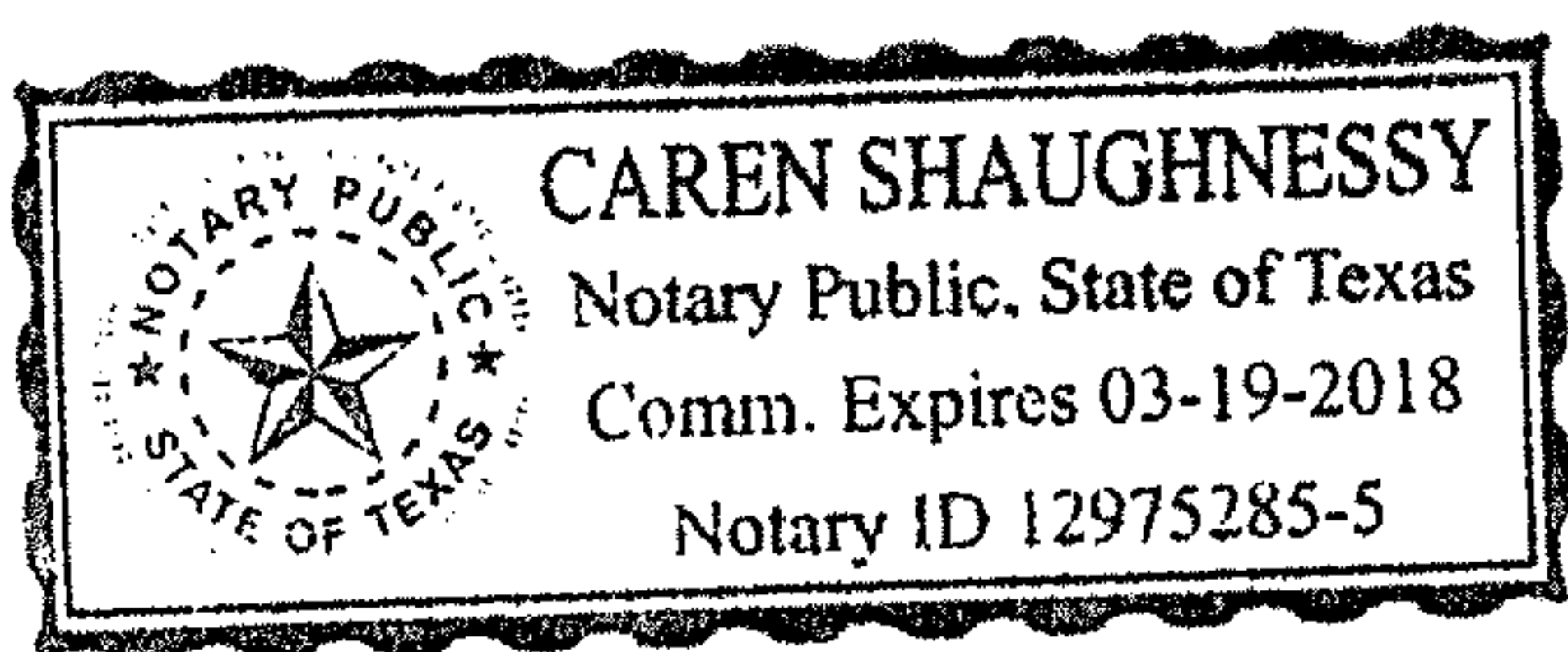
[NOTARIAL SEAL]

My commission expires: _____

STATE OF TEXAS)
 :
COUNTY OF HARRIS)

I, the undersigned, a notary public in and for said county in said state, hereby certify that R. Christopher Mooney, whose name as V.P. of Global Signal Acquisitions IV LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 3 day of October, 2016.



Caren Shaughnessy
Notary Public

[NOTARIAL SEAL]

My commission expires: 3-19-18

EXHIBIT 1

A parcel of land situated in parts of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and run North $1^{\circ}24'34''$ East along the East line of said Section 33 as shown on the recorded plat of the Amended Map of The Crest at Greystone as recorded in Map Book 18, Page 17 A, B, C, D in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3312.17 feet to a point of the Southwesterly line of Lot 42 of said Amended Map of The Crest at Greystone, said point being the point of beginning of the parcel herein described; thence $55^{\circ}26'04''$ left and run North $54^{\circ}01'30''$ West along the Southwesterly line of said Lot 42, for a distance of 189.83 feet to the most westerly corner of said Lot 42, said point being situated on the Southeasterly right of way line of Greystone Crest and said point being situated on a curve to the left, said curve to the left having a radius of 1456.70 feet and a central angle of $3^{\circ}10'20''$; thence $78^{\circ}16'12''$ left to the chord of said curve to the left and run in a Southwesterly direction along the arc of said curve to the left and said right of way line of Greystone Crest for a distance of 80.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.87 feet and a central angle of $20^{\circ}59'32''$; thence in a Southwesterly direction along the arc of said curve to the left and said right of way of Greystone Crest for a distance of 99.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South $25^{\circ}07'36''$ West along the Southeasterly right of way line of Greystone Crest for a distance of 23.56 feet to the most Northerly corner of Lot 43 of said Amended Map of the Crest at Greystone; thence $75^{\circ}47'38''$ left and run South $50^{\circ}40'02''$ East along the Northeasterly line of said Lot 43 a distance of 306.17 feet to the most Easterly corner of said Lot 43; thence $91^{\circ}10'33''$ left and run North $38^{\circ}09'25''$ East for a distance of 219.24 feet to the most Southerly corner of Lot 42 of said Amended Map of the Crest at Greystone; thence $92^{\circ}10'55''$ left and run North $54^{\circ}01'30''$ West along the Southwesterly line of said Lot 42 for a distance of 112.81 feet to the point of beginning.

The Property is one and the same as, and is also described as, Lot 1, according to the Survey of Crown Greystone Crest, as recorded in Map Book 27, Page 28 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following described Parcel:

A part of Lot 1 of Crown Greystone Crest as described in Map Book 27 at Page 28 in the Records Room of Shelby County, Alabama and being a parcel of land situated in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find the point of beginning, commence at the SW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 33, thence running along said Section line North $00^{\circ}51'35''$ West a distance of 583.80 feet to a point; thence leaving said section line and running North $89^{\circ}08'25''$ East a distance of 5237.52 feet to a point and the point of beginning; thence running South $47^{\circ}00'00''$ East a distance of 8.00 feet to an iron pin set; thence running South $43^{\circ}00'00''$ West a distance of 16.00 feet to an iron pin set; thence running North $47^{\circ}00'00''$ West a distance of 16.00 feet to an iron pin set; thence running North $43^{\circ}00'00''$ East a distance of 16.00 feet to an iron pin set; thence running South $47^{\circ}00'00''$ East a distance of 8.00 feet to a point and the point of beginning. Said tract being a 16 foot by 16 foot tower site area.

EXHIBIT 2

Lease, Memorandum, and First Addendum of Lease Agreement

LEASE AGREEMENT

This Agreement, made this 1st day of November, 1994, between TAYLOR PARK PROPERTIES, L.L.C., hereinafter designated LESSOR and BELL SOUTH MOBILITY INC., a Georgia corporation, hereinafter designated TENANT.

1. LESSOR hereby leases to TENANT that certain parcel of real Property, containing approximately three (3) acres, situated in Jefferson County, State of Alabama, together with the nonexclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, cables, conduits and pipes over, under or along a twenty foot (20') wide right of way extending from the nearest public right of way Hugh Daniel Drive, to the leased parcel, said leased parcel and right of way for access being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. Said leased parcel and right of way for access shall be hereinafter referred to as "Property". LESSOR shall cooperate with TENANT in TENANT'S effort to obtain utility services along said right of way by signing such documents or consents as may be required by said utility companies. In the event any public utility is unable to use the aforementioned right of way, the LESSOR hereby agrees to grant an additional right of way either to the TENANT or to the public utility at no cost to the TENANT.

2. LESSOR also hereby grants to TENANT the right to survey said Property, and the legal description on said survey shall then become Exhibit "B", which shall be attached hereto and made a part hereof, and shall control in the event of discrepancies between it and Exhibit "A". LESSOR grants TENANT the right to take measurements, make calculations, and to give other statements, sellbooks, maps, or other information as deemed by TENANT to be relevant and pertinent, as such information relates to LESSOR'S real property, leased or otherwise abutting or surrounding the Property. Cost for such survey work shall be borne by the TENANT.

3. This Agreement shall be for an initial term of five (5) years beginning on the date the lease is executed by LESSOR at an annual rental of Nine Thousand Dollars (\$9,000.00) to be paid annually, in advance, to the LESSOR or to such other person, firm or place as the LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment due.

4. TENANT shall have the option to extend this lease for four (4) additional five (5)-year terms by giving the LESSOR written notice of its intention to do so at least six (6) months prior to the end of the then current term.

5. (A) Rent shall be adjusted annually to equal the purchasing power of the previous year. The base monthly rental shall be adjusted by any change in the index now known as "United States Bureau of Labor Statistics, Consumer Price Index, for All Urban Consumers," hereinafter referred to as the "Index". If such index shall be discontinued with no successor or comparable successor index, the parties shall attempt to agree upon a substitute formula, but if the parties are unable to agree upon a substitute formula, then the matter shall be determined by arbitration in accordance with the rules of the American Arbitration Association then prevailing. Such adjustment shall be accomplished by multiplying the aforementioned base monthly rental by a fraction, the numerator of which shall be the most recently published monthly index preceding the first day of the lease year for which adjustment is made, the denominator of which fraction shall be the corresponding monthly index for the month preceding the first day of the previous lease year. Said sum is in addition to the base rent and is payable within thirty days after publication of the subject Consumer Price Index to cover the past due amounts and thereafter monthly until the next annual rent adjustment is computed and payable and shall be limited to a seven percent (7%) increase over the previous year's rent. A lease year is

the twelve (12) months commencing with the anniversary of the lease effective date and terminating with the last day of the twelfth month thereafter.

(B) The continuation of the annual rent adjustment shall never result in a reduction from the previous year's rent above provided so that the minimum rent hereunder shall never be less than the amount of the previous year's rent.

6. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either party by giving to the other written notice of an intention to terminate it at least six (6) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual term thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of such term. Monthly rental for this period shall be equal to the rent paid for the last month of the fourth (4th) five (5) year extension term.

7. TENANT shall use the Property for the purpose of constructing, maintaining and operating a Communications Facility and uses incidental thereto, consisting of a building or buildings as necessary now or in the future to shelter telecommunications equipment and related office space, a free standing monopole or three sided antenna structure of sufficient height now or in the future to meet TENANT's telecommunication needs and all necessary connecting appurtenances. A security fence consisting of chain link construction or similar but comparable construction may at the option of TENANT be placed around the perimeter of the Property (not including the access easement). All improvements shall be at TENANT's expense. LESSOR grants TENANT the right to use adjoining and adjacent land as is reasonably required during construction, installation, maintenance, and operation of the Communications Facility. TENANT will maintain the Property in a reasonable condition. It is understood and agreed that TENANT's ability to use the Property is contingent upon its obtaining after the execution date of this Agreement, all of the certificates, permits and other approvals that may be required by any federal, state or local authorities. LESSOR shall cooperate with TENANT in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by TENANT. LESSOR agrees to sign such papers as required to file applications with the appropriate zoning authority and/or commission for the proper zoning of the Property as required for the use intended by the TENANT. TENANT will perform all other acts and bear expenses associated with the zoning procedure. LESSOR agrees not to register any written or verbal opposition to the zoning procedure. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to TENANT is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority or soil boring tests or radio frequency propagation tests are found to be unsatisfactory so that TENANT, in its sole discretion, will be unable to use the Property for its intended purposes, TENANT shall have the right to terminate this Agreement. Notice of the TENANT's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the LESSOR as evidenced by the return receipt. All rents paid to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void and all the parties shall have no further obligations, including the payment of money, to each other.

8. TENANT shall indemnify and hold LESSOR harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the Property by the TENANT, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the LESSOR, or its servants or agents.

9. LESSOR agrees that TENANT may self-insure against any loss or damage which could be covered by a comprehensive general public liability insurance policy.

10. TENANT will be responsible for making any necessary returns for and paying any and all property taxes separately levied or assessed against its improvements on the Property. TENANT shall reimburse LESSOR an additional sum for any increase in real estate taxes levied against the leased Property which are directly attributable to the improvements constructed by TENANT and are not separately levied or assessed against TENANT's improvements by the taxing authorities.

11. TENANT upon termination of this Agreement, shall, within a reasonable period, remove its personal property and fixtures and restore the Property to its original above grade condition, reasonable wear and tear excepted. At LESSOR's option when this Agreement is terminated and upon LESSOR's advance written notice to TENANT, TENANT will leave the foundation and security fence to become property of LESSOR. If such time for removal causes TENANT to remain on the Property after termination of this Agreement, TENANT shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of personal property and fixtures are completed.

12. Should the LESSOR, at any time during the term of this Agreement, decide to sell all or any part of his real property which includes the parcel of property leased by TENANT hereon and / or the right of way thereto to a purchaser other than TENANT, neither shall he ~~offer~~ ~~and~~ ~~subject to~~ ~~this~~ ~~Lease~~ ~~Agreement~~ ~~and~~ ~~TENANT'S~~ ~~rights~~ ~~hereunder~~. LESSOR agrees not to sell, lease or use any other areas of the larger parcel upon which Property is situated for the placement of other communications facilities if, in TENANT'S sole judgment, such installation would interfere with the facilities in use by TENANT.

13. LESSOR covenants that TENANT, on paying the rent and performing the covenants shall peacefully and quietly have, hold and enjoy the Property.

14. LESSOR covenants that LESSOR is seized of good and sufficient title and interest in the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no other liens, judgments or encumbrances of title on the Property.

15. It is agreed and understood that this Agreement contains all agreements, promises and understandings between the LESSOR and TENANT and that no verbal or oral agreements, promises or understandings shall be binding upon either the LESSOR or TENANT in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties.

16. This Lease Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Alabama.

17. This lease may not be sold, assigned or transferred at any time except to TENANT's principal, affiliates or subsidiaries of its principal or to any company upon which TENANT is merged or consolidated. As to other parties, this Lease may not be sold, assigned or transferred without the written consent of the LESSOR, such consent not to be unreasonably withheld. TENANT may sublease this Lease upon notice to LESSOR.

18. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 11/29

BY WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Signed, sealed and delivered in the presence of:

LESSOR:

TAYLOR PARK PROPERTIES, L.L.C.

Luigi J. Peluso
WITNESS

Samantha R. Carter
WITNESS

BY: [Signature]
TITLE: Owner

(CORPORATE SEAL)

TENANT:

HILL SOUTH MOBILITY INC
a Georgia corporation

Sharon McHenry
WITNESS

[Signature]
WITNESS

BY: E. X. [Signature]
TITLE: REGIONAL VICE PRESIDENT

(CORPORATE SEAL)

STATE OF California
COUNTY OF Jefferson
I, James H. Patten, a Notary Public in and for said County
do hereby certify that James H. Patten whose name
is James H. Patten of Taylor Fork Properties, L.L.C., is
signed to the foregoing conveyance and who is known to me, acknowledged before me on this
day that, being duly informed of the contents of the conveyance, she, as such officer and with
full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and the 29 day of September, 1994.

James H. Patten
Notary Public
My Commission Expires: 11-98

STATE OF GEORGIA)
COUNTY OF Fulton)

I, Amanda Patten, a Notary Public in and for said County.
do hereby certify that R. L. Patten whose name
is R. L. Patten of William H. Patten Inc., a Georgia corporation, is
signed to the foregoing instrument and who is known to me, acknowledged before me on
this day, that being informed of the contents, he as such officer and with full authority,
executed the same voluntarily for and as the act of said corporation.

Given my hand and official seal this 19th day of September, 1994.

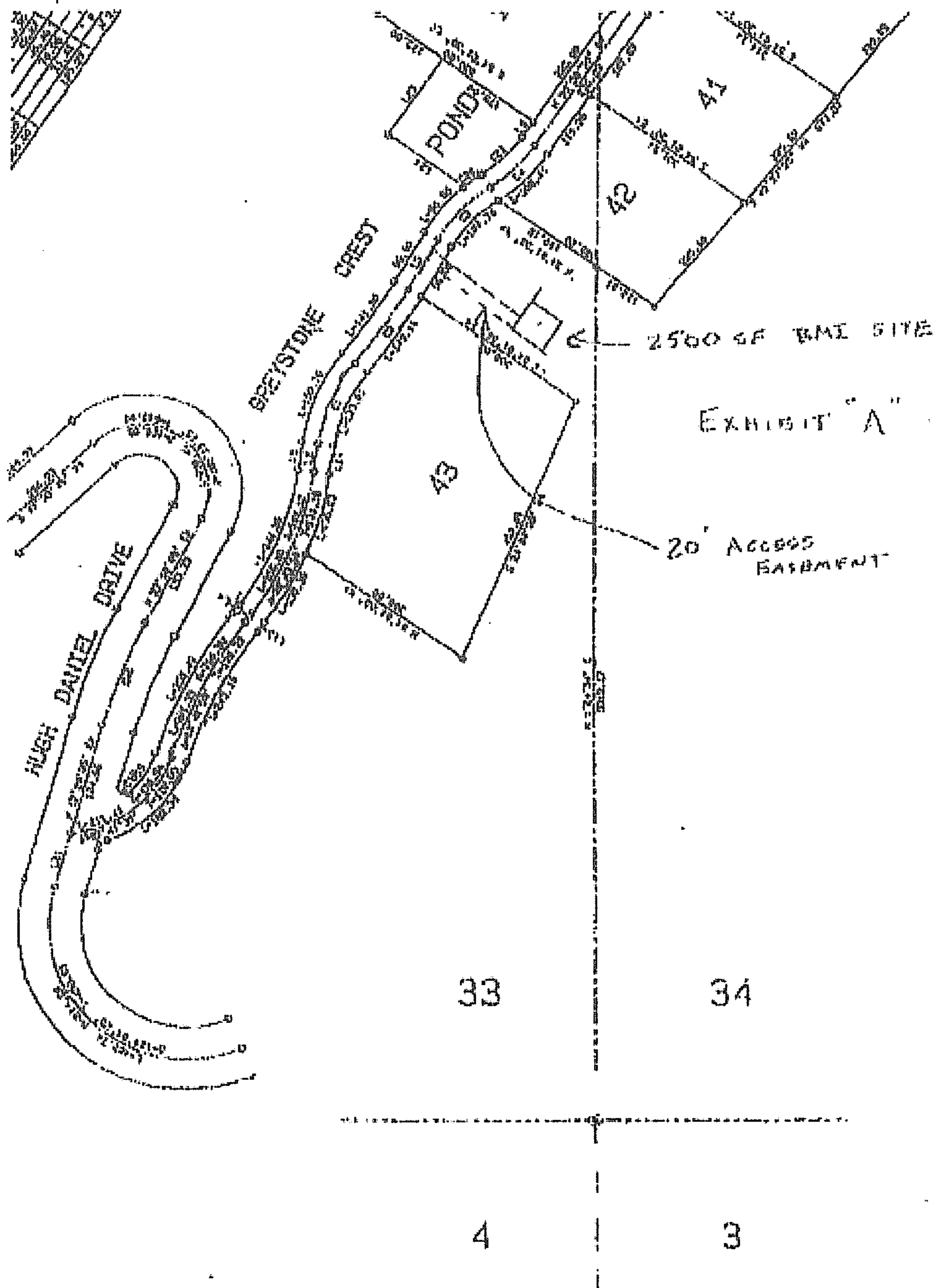
Amanda Patten
Notary Public
My Commission Expires: November 1998
Notary Public, State of Georgia
My Commission Expires March 17, 1998.

EXHIBIT A
Legal Description of the Property

Legal Description by J.H. Keel and Associates dated Jun 27, 1994.

A parcel of land situated in parts of the Southeast 1/4 of the Northeast 1/4 of Section 33, and the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 10 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commencing at the southeast corner of Section 33, Township 10 South, Range 1 West, Shelby County, Alabama and run North 1°24'34" West along the East line of said Section 33 as shown on the recorded plat of the Amended Map of the Creek at Graystone as recorded in Map Book 18, Page 17 A,B,C,D in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3112.17 feet to a point of the Southwest line of Lot 43 of said Amended Map of the Creek at Graystone, said point being the POINT OF BEGINNING of the parcel herein described; thence 55°28'04" East and run North 51°01'30" West along the Southwest line of said Lot 43, for a distance of 109.03 feet to the most westerly corner of said Lot 43, said point being situated on the Southwest right-of-way line of Graystone Creek and said point being situated on a curve to the left, said curve to the left having a radius of 1498.70 feet and a central angle of 3°10'30"; thence 70°16'13" East to the chord of said curve to the left and run in a Southeast direction along the arc of said curve to the left and said right-of-way line of Graystone Creek for a distance of 80.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.87 feet and a central angle of 20°50'32"; thence in a Southeast direction along the arc of said curve to the left and said right-of-way line of Graystone Creek for a distance of 55.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South 25°07'36" West along the Northeast right-of-way line of Graystone Creek for a distance of 23.56 feet to the most Northerly corner of Lot 43 of said Amended Map of the Creek at Graystone; thence 75°47'30" East and run South 80°40'02" West along the Northeast line of said Lot 43 a distance of 200.17 feet to the most Northerly corner of said Lot 43; thence 01°20'33" East and run North 30°09'25" West for a distance of 319.14 feet to the most Northerly corner of Lot 42 of said Amended Map of the Creek at Graystone; thence 92°10'55" East and run North 54°01'30" West along the Southwest line of said Lot 42 for a distance of 112.01 feet to the POINT OF BEGINNING. Contains 131,140 square feet, more or less, than a 5.01 acres, more or less.



This instrument prepared by:
David W. Seawell, Senior Attorney
Real Estate and Construction
BellSouth Mobility Inc.
100 Commerce Parkway, Suite 373
Birmingham, AL 35244

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into by and between TAYLOR PARK PROPERTIES, L.L.C., ("Lessor") and BELL SOUTH MOBILITY INC, a Georgia corporation, ("Tenant").

The Lessor and Tenant mutually desire to execute this Memorandum of Lease containing the following terms in order to provide notice under the recording statutes of the State of Alabama.

1. The name of the Lessor is Taylor Park Properties, L.L.C.
2. The name of the Tenant is BellSouth Mobility Inc, a Georgia corporation.
3. The term of the Lease is five (5) years commencing on November 1, 1994.

In addition, Tenant has the option to extend the term of this Lease for four (4) additional five (5) year terms commencing when the prior term expires.

4. The specific legal description of the leased premises is set forth in Exhibit A attached hereto.

5. Nothing herein shall be deemed an amendment of any terms, covenants, and conditions of the Lease Agreement dated November 1, 1994. The Agreement must be referred to for further information and specific details of this transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease, as of the 20th day of January, 1994 MSB

LESSOR:
TAYLOR PARK PROPERTIES, L.L.C.

BY: [Signature]
Its: Member

TENANT:
BELL SOUTH MOBILITY INC
a Georgia corporation

BY: [Signature]
Its: REGIONAL VICE PRESIDENT

Inst 6 1995-06053

03/09/1995-06053
09:26 AM CERTIFIED
BELL SOUTH MOBILITY INC
MSB

STATE OF Alabama)
COUNTY OF Efferson)

I, Rebecca J. Greenhouse, a Notary Public in and for said County, in said State, hereby certify that Wendell H. Taylor whose name as Member of Taylor Park Properties, L.L.C., is signed to the foregoing instrument and who is known to me acknowledged before me on this day, that being informed of the contents, she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given my hand and official seal this 30th day of Jan, 1994.

Rebecca J. Greenhouse
Notary Public
My Commission Expires 11/4/98

STATE OF GEORGIA)
COUNTY OF Fulton)

I, Amanda Patton, a Notary Public in and for said County, in said State, hereby certify that E.L. Reynolds whose name as Regional Vice President of BellSouth Mobility Inc, a Georgia corporation, is signed to the foregoing instrument and who is known to me acknowledged before me on this day, that being informed of the contents, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given my hand and official seal this 15th day of Feb, 1994.

Amanda Patton
Notary Public
My Commission Expires March 31, 1998
AMANDA PATTON
Notary Public, Fulton County, Georgia
My Commission Expires March 31, 1998

EXHIBIT A

Legal Description by J.H. Kael and Associates dated Jan 27, 1994.

A parcel of land situated in parts of the Southwest 1/4 of the Northeast 1/4 of Section 33, and the Southwest 1/4 of the Northwest 1/4 of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and run North 1°24'34" West along the East line of said Section 33 as shown on the recorded plat of the Amended Map of The Creek at Graystone as recorded in Map Book 18, Page 17 N, S, E, V in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3312.17 feet to a point of the Southwesterly line of Lot 42 of said Amended Map of The Creek at Graystone; said point being the POINT OF BEGINNING of the parcel herein described; thence 88°26'04" left and run North 84°01'30" West along the Southwesterly line of said Lot 42, for a distance of 109.03 feet to the most westerly corner of said Lot 42, said point being situated on the Southwesterly right-of-way line of Graystone Creek and said point being situated on a curve to the left, said curve to the left having a radius of 1456.70 feet and a central angle of 3°10'30"; thence 70°16'12" left to the chord of said curve to the left and run in a Southwesterly direction along the arc of said curve to the left and said right-of-way line of Graystone Creek for a distance of 89.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.47 feet and a central angle of 20°59'37"; thence in a Southwesterly direction along the arc of said curve to the left and said right-of-way of Graystone Creek for a distance of 99.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South 34°07'36" West along the Southwesterly right-of-way line of Graystone Creek for a distance of 22.66 feet to the most Northerly corner of Lot 43 of said Amended Map of the Creek at Graystone; thence 75°47'30" left and run South 60°40'02" East along the Northwesterly line of said Lot 43 a distance of 306.17 feet to the most Easterly corner of said Lot 43; thence 91°10'33" left and run North 30°00'25" East for a distance of 219.34 feet to the most Southerly corner of Lot 42 of said Amended Map of the Creek at Graystone; thence 72°10'45" left and run North 84°01'30" West along the Southwesterly line of said Lot 42 for a distance of 112.91 feet to the POINT OF BEGINNING. Contains 131,140 square feet, more or less = 3.01 acres, more or less.

Book 18 1993-06053

03/09/1993-06073
03:24 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
JWS MCS 51.50

Sheet: DIR-902

FIRST ADDENDUM OF LEASE AGREEMENT

1. This First Addendum of Lease Agreement ("Addendum"), made this the 6th day of March, 2000, by and between TYROL, INC. an Alabama Corporation, as successor in interest of Taylor Park Properties, L.L.C. ("LESSOR") and BELL SOUTH MOBILITY INC ("TENANT").
2. LESSOR and TENANT entered into an Agreement dated November 1, 1994 ("LEASE") whereby LESSOR would lease to TENANT certain real property located in Jefferson County, Alabama, consisting of approximately three (3) acres, together with a nonexclusive right for ingress and egress to said leased parcel.
3. LESSOR and TENANT desire to alter the terms, conditions, rights, and duties of the Parties under said LEASE.
4. For valuable consideration, mutuality of promise, the receipt, adequacy and sufficiency of which is hereby acknowledged by the LESSOR and TENANT, the Parties hereby agree as follows:
 - A. That the existing bartering agreements for free wireless phone service as described and set forth in the letter attached hereto as "EXHIBIT A," shall become null and void. All of the telephone lines and numbers shall revert back to BellSouth Mobility unless Tyrol, Inc. shall elect to maintain them under the terms and conditions of a BellSouth Mobility Inc Service Agreement. In the event Tyrol, Inc. shall elect to maintain their existing BellSouth Mobility Inc telephone lines, then BellSouth Mobility Inc shall provide Tyrol, Inc., free of charge, a Nokia 6160 digital wireless telephone for each twenty-four (24) month Service Agreement entered into by Tyrol, Inc. with BellSouth Mobility, up to a maximum of four (4) free wireless phones.
 - B. Tyrol, Inc. shall be responsible for all charges incurred on the barter wireless telephone lines up to the date at which the bartered telephone lines are converted from barter to Service Agreement lines, or returned to or revert back to BellSouth Mobility Inc. Said conversion date is currently scheduled for March 15, 2000.
 - C. The monthly lease payment rental amount for the leased premises shall be Five Hundred Dollars and No/100's (\$500.00) per month beginning February 1, 2000, and shall be adjusted annually as set forth in paragraph 5(A) of the "LEASE".
 - D. By executing and delivering this First Amendment of Lease Agreement, Tyrol, Inc. does hereby consent to permit and allow BellSouth Mobility Inc to sublease the BellSouth Mobility Inc leasehold interest in the leased

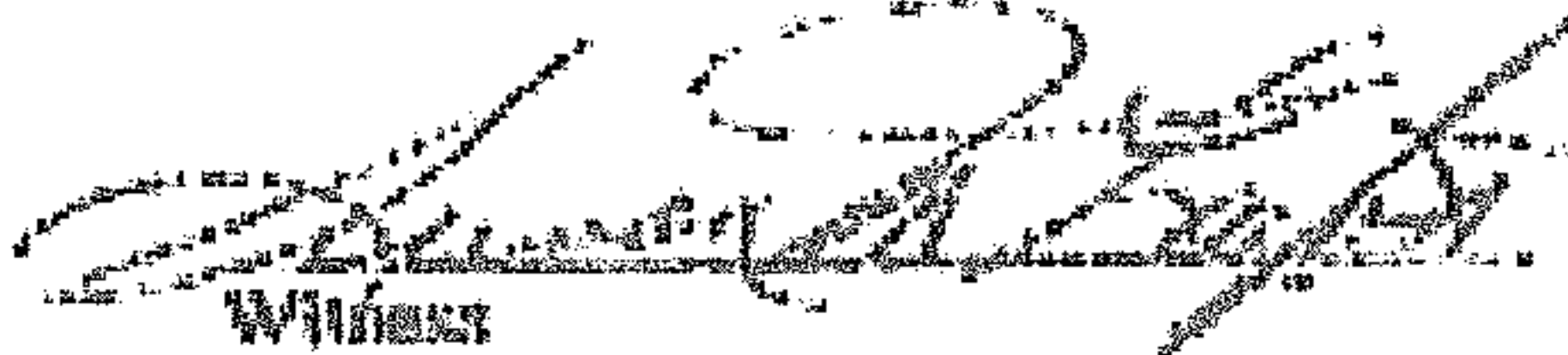
File No: 1114-2422

percol to Crown Castle International, Inc. ("Crown"). An explanation of said need for consent is outlined in the letter attached hereto and marked "EXHIBIT B".

12. That all of the terms, conditions, rights, and duties set forth in the Lease Agreement, by and between Tyrol, Inc., successor of interest in Taylor Park Properties, L.L.C. and BellSouth Mobility Inc, dated November 1, 1994, shall remain in full force and effect, and shall continue to bind the Parties compliance therewith.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals.

Signed, sealed and delivered
in the presence of:

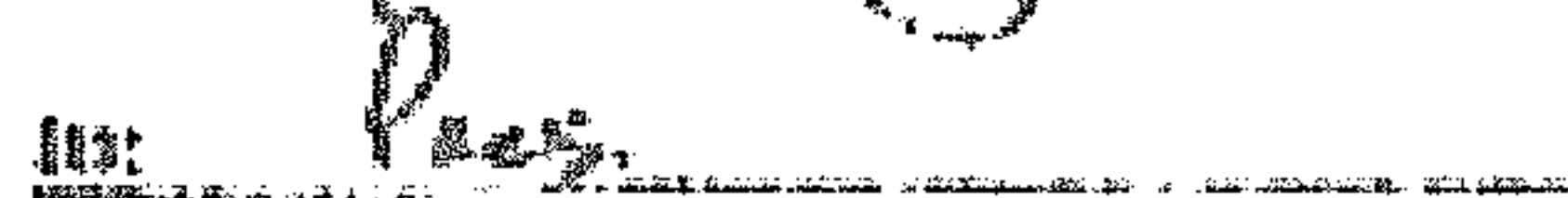

Witness

Witness

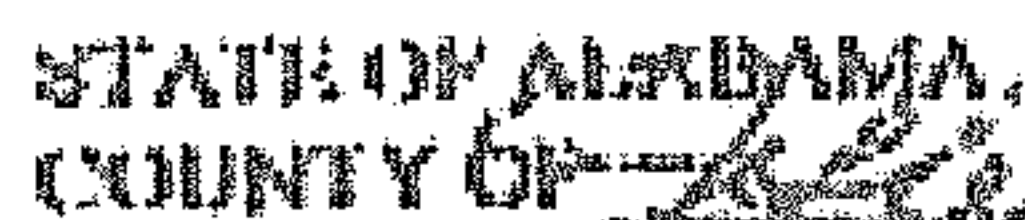
LESSOR:

Tyrol, Inc., successor in interest of
Taylor Park Properties, L.L.C.

By: 

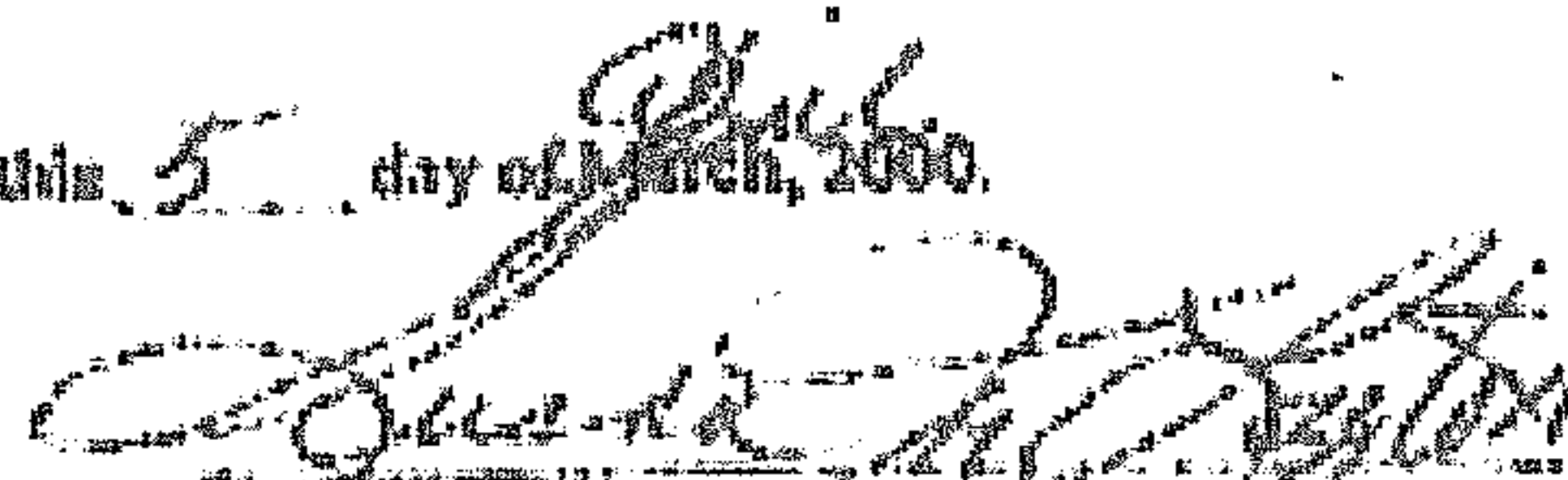
Its: 

Date: 4/5/2000

STATE OF ALABAMA,
COUNTY OF 

Before, the undersigned Notary Public, in and for said County in said State, personally appeared  whose name is  of Tyrol, Inc., an Alabama Corporation, is signed to the foregoing instrument 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 officer and with full authority, executed the same voluntarily for and as an act of said Corporation.

Given under my hand and official seal this 5 day of March, 2000.


Notary Public
Print Name: 
My Commission Expires: 6-17-02

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 20/29

She No: NR-572

Signed, sealed and delivered
in the presence of:

TENANT:
BELL SOUTH MOBILITY INC,
a Georgia Corporation.

By: [Signature]

Its: Asst. V.P. President

Date: 3-17-00

Witness

Witness

STATE OF GEORGIA
COUNTY OF Fulton

Before, the undersigned Notary Public, in and for said County in said State, personally
appeared Stephen A. Burke, whose name as Asst. Vice President of
BellSouth Mobility Inc., a Georgia Corporation, is signed to the foregoing instrument 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 officer and with full authority, executed the same voluntarily for and
as an act of said Corporation.

Given under my hand and official seal this 17th day of March, 2000.

[Signature]
Notary Public

Print Name: Angela Rye

My Commission Expires: _____

Notary Public - State of Georgia
My Commission Expires 03/17/2002

022-04-99 11:50A TAYLOR

205-470-3148

P. 02

"EXHIBIT A"



BellSouth Mobility

Engineering Department
200 Commerce Parkway
Suite 370
Birmingham, AL 35244
205-344-3579

October 5, 1994

Taylor Park Properties, L.L.C.
Michael D. Fuller
81 Shades Creek Parkway
Birmingham, AL 35209

RE: Lease Agreement between Taylor Park Properties, L.L.C. and
BellSouth Mobility Inc. - NIK 512

Dear Mr. Fuller:

In addition to the amount rent as specified in the Lease Agreement, Taylor Park Properties, L.L.C. will receive the following minutes plans which were not written into the Lease Agreement:

Mike Fuller	Existing 2300 Minute Plan
William Thornton III	Executive Plan (800 minutes)
Gary Dent	Executive Plan (800 minutes)
Jim Thornton	Professional Plan (300 minutes)
Dr. Wendell Taylor	Professional Plan (300 minutes)
Penny Taylor Fuller	Professional Plan (300 minutes)
Mike Fuller	Economy Plan (120 minutes)

BellSouth Mobility Inc reserves the right to issue these credits to Taylor Park Properties, L.L.C. on a meter billing plan or other similar plan in order to facilitate our billing methods. Taylor Park Properties, L.L.C. will also receive one Old phone with a booster kit and an extra battery.

Because Taylor Park Properties, L.L.C. has acquired 100% of the interest in the leased property previously owned by Daniel Oak Mountain Limited Partnership, Taylor Park Properties, L.L.C. is entitled to two years of back rent equalling \$16,000.00. I have requested that our Accounts Payable Department cut a check for \$25,000.00 to cover the current rent (\$9,000.00) and the back rent.

If you have any questions about these additional goods and services, please call me at (205)444-3571.

Sincerely,

David G. Sumrell
Senior Manager
Real Estate / Construction
Alabama

cc:

Allen Bachrach, General Manager - Alabama
Deb Murray, Director - Engineering & Operations
Susan Laker, Manager of Customer Operations

Feb-20-00 07:17A TAYLOR
07/21/00 11:47 0205 411 3544

2005-07-13-1340
ALABAMA NET ENCL

11-00-0
0004

"EXHIBIT B"

Sign and seal the
Need
Another
per comments.

December 7, 1999

Mr. Mike Fuller
Troyer-Park-Highway-111-111
No. 1 Shady Creek Parkway
Birmingham, AL 35209

Troyer, Inc.

RE: Your Lease with BellSouth is One of its Affiliated Companies

Dear Lessee:

BellSouth recently entered into a contract with Crown Castle International ("Crown") to relocate the wireless portion of the communications facility located on your property. Under this arrangement, Crown will be responsible for tower equipment and the upkeep. Crown will also control the wireless space on the tower and will manage all tenants on the tower other than BellSouth, if any. BellSouth will continue to use the facility as it currently does. The agreement with Crown does not modify the terms of the lease or the manner in which the premises may be used. BellSouth will remain your landlord and will continue to be responsible for all obligations under the lease, including payment of rent.

We require your consent as landlord to bring this site under BellSouth's contract with Crown. By this letter, BellSouth requests your consent to the relocation of the leased premises to Crown and to the further relocation by Crown of wireless space to other third parties. We acknowledge that the execution of this document by you does not relieve BellSouth of its obligations under the lease. Please provide your consent to the relocation by signing this letter in the space below and returning the signed copy in the enclosed self-addressed envelope.

We believe that this arrangement will be beneficial both to you as landlord and to BellSouth. BellSouth remains your tenant and retains all responsibilities under the lease. Further, BellSouth will be able to achieve more professional management of the tower and maintenance of the site. Crown's business is tower management.

We value our relationship and greatly appreciate your assistance in this matter. Should you have any questions, please call 1-877-231-5447 (toll free). Press "1" to have your call directed to our representative handling this matter. If you reach our voice mail, please leave a message and we will return your call within 24 hours.

Once again, many thanks.

Stephen A. Drake
Assistant Vice President

Accepted and Agreed (Lessee):

Michael D. Fuller
Per Troyer, Inc.

1001 307
#-?

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 23/29

© BELLSOUTH

RedHatch Mobile Corp
1000 Peachtree Street, NE
Atlanta, GA 30309-1700

10

April 7, 2010

Michael D. Fuller
Lynd, Inc
One Shores Creek Parkway
Birmingham, AL 35209



RE: First Addendum of Lease Agreement
BIRL SC2

Dear Mr. Fuller:

In accordance with the above referenced addendum, your rent has been increased by \$500 per month effective February 1, 2010. Since your rent is currently being paid annually, you will receive a check for \$6000 to cover the increase for February through January. In November you will receive your customary annual rent with interest.

It is a priority of BellSouth Mobility to maintain excellent Tenant/Lessor relationships. Should you ever have any questions or comments about your Agreement, please contact us at our toll-free number, 1-877-231-5447. For construction or maintenance issues specific to the site, please call 1-800-789-7011.

Sincerely,

Louis Williams

Real Estate Group

cc: BIRL Field Office
Crown Headquarters
File

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 24/29

EXHIBIT 3

Assignment of Lease

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 25/29

EXHIBIT 3

Assignment of Lease

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE (this "Assignment") is made by and between TYRON, INC., an Alabama corporation ("Assignor") and TOWER HOLDINGS II, LLC, an Alabama limited liability company ("Assignee") as of the 1st day of October, 2015.

R E C I T A L S:

A. Concurrently herewith Assignor has conveyed to Assignee that certain real property situated in Shelby County, Alabama, more particularly described on Exhibit A attached hereto, together with the improvements thereon (the "Property").

B. Assignor, as lessor, has entered into that certain lease (the "Lease") with respect to the Property by and between Taylor Park Properties, L.L.C., as lessor, and BellSouth Mobility, Inc. dated November 1, 1994, a Memorandum of which is recorded March 9, 1995, in Instrument No. 1995-06053, in the Probate Office of Shelby County, Alabama, and subleased by BellSouth Mobility, Inc. to Crown Castle International, Inc., as tenant, as authorized pursuant to First Addendum of Lease Agreement dated March 6, 2000, executed between Assignor and BellSouth Mobility, Inc.

C. In connection with the conveyance of the Property to Assignee, Assignor has agreed to assign all of its right, title, and interest in and to the Lease to Assignee.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor does hereby transfer and assign unto Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Lease. Assignor represents and warrants that there have been no prior assignments of the Lease, and that the Lease is not subject to any liens, security interest, or adverse claims.

2. Assignor hereby agrees to indemnify Assignee against claims and liabilities for breaching the Lease which are alleged to have occurred prior to the date of this Assignment.

3. It is agreed that all rents due and owing through October 31, 2016, and all expenses accruing on or before that date shall be the property and obligation of Assignor. All rents and expenses accruing subsequent to such date shall be the property and obligation of Assignee.

4. Assignor hereby warrants to Assignee that there have been no amendments or alterations to the Lease except as follows:

First Addendum of Lease Agreement dated March 6, 2000, executed between Assignor and BellSouth Mobility, Inc.

v3331412

20161006000368310 10/06/2016 12:54:23 PM ASSIGN 27/29

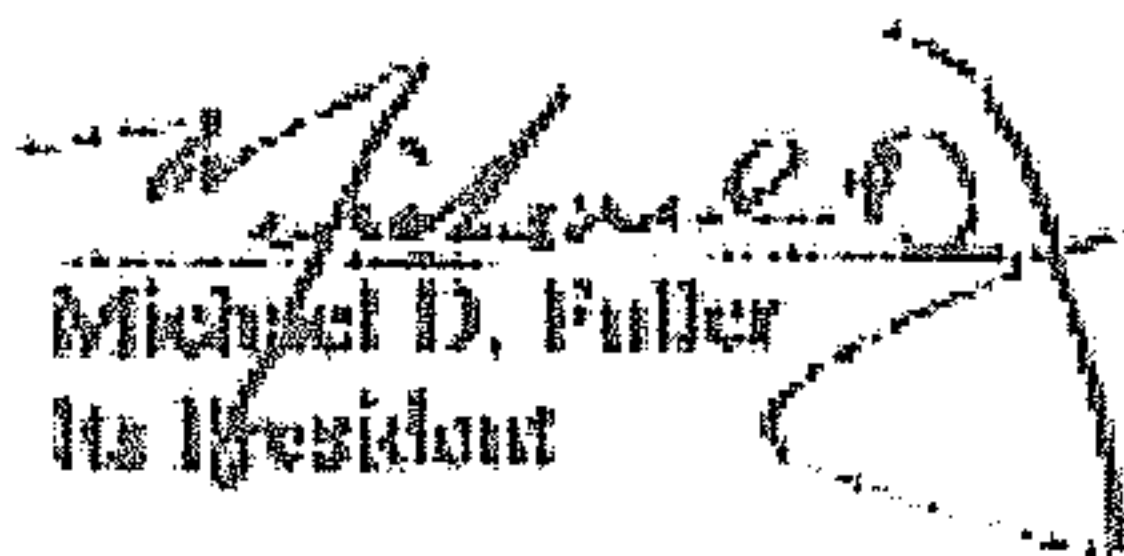
5. This Assignment may be executed in counterparts, all of which together shall constitute one document binding on the parties hereto, notwithstanding that all parties are not signatories to the original or to the same counterpart. Signatures by electronic mail and facsimile shall be acceptable and binding upon the parties.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns forever.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed for and in their respective names on the date shown above.

ASSIGNOR:

TYROL, INC.

By 
Michael D. Fuller
Its President

ASSIGNEE:

TOWER HOLDINGS II, LLC

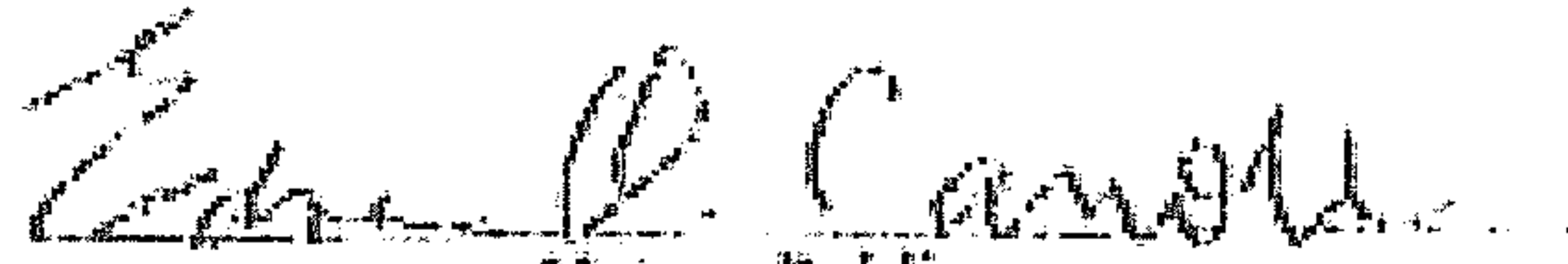
By 
Alan Crofton
Its Managing Member

W987J063.3

STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael D. Fuller, whose name as President of TYROL, INC., an Alabama corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal the 1st day of October, 2015.


Notary Public

[NOTARIAL SEAL]

My commission expires:



STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

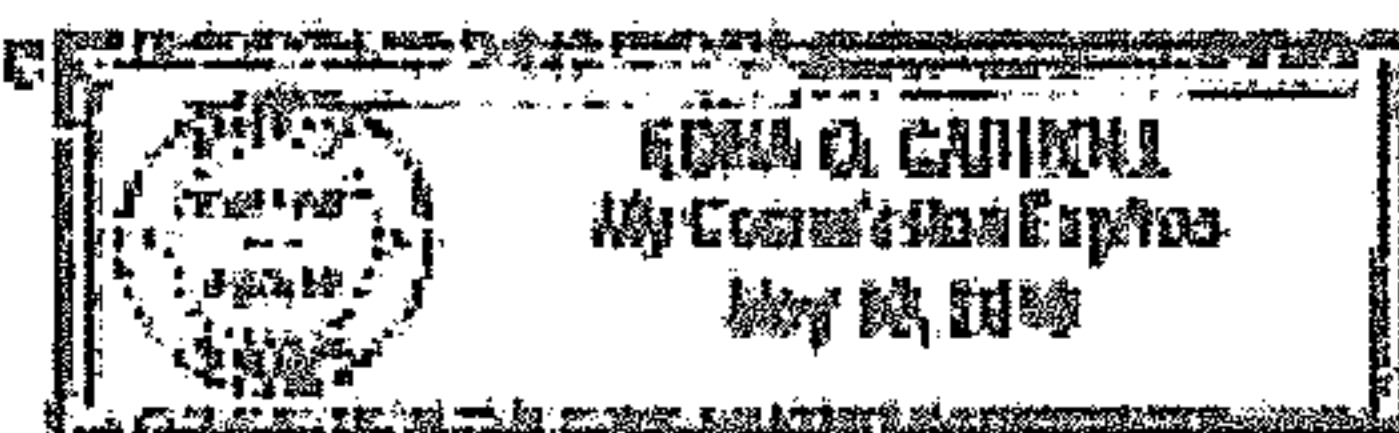
I, the undersigned, a notary public in and for said county in said state, hereby certify that Alan Crafton, whose name as Managing Member of TOWER HOLDINGS II, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal the 1st day of October, 2015.


Notary Public

[NOTARIAL SEAL]

My commission expires:



10/6/2016

EXHIBIT A

A parcel of land situated in parts of the SE ¼ of the NE ¼ of Section 33, and the SW ¼ of the NW ¼ of Section 34, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the SE corner of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and run North 1°24'34" East along the East line of said Section 33 as shown on the recorded plat of the Amended Map of The Crest at Greystone as recorded in Map Book 18, Page 17 A, B, C, D in the Office of the Judge of Probate, Shelby County, Alabama for a distance of 3312.17 feet to a point of the Southwesterly line of Lot 42 of said Amended Map of The Crest at Greystone, said point being the point of beginning of the parcel herein described; thence 55°26'04" left and run North 54°01'30" West along the Southwesterly line of said Lot 42, for a distance of 189.37 feet to the most westerly corner of said Lot 42, said point being situated on the Southeastery right of way line of Greystone Crest and said point being situated on a curve to the left, said curve to the left having a radius of 1456.70 feet and a central angle of 3°10'20"; thence 78°16'12" left to the chord of said curve to the left and run in a Southwesterly direction along the arc of said curve to the left and said right of way line of Greystone Crest for a distance of 80.65 feet to the end of said curve to the left and the beginning of another curve to the left which has a radius of 271.87 feet and a central angle of 20°59'32"; thence in a Southwesterly direction along the arc of said curve to the left and said right of way of Greystone Crest for a distance of 99.61 feet to the end of said curve to the left; thence at tangent to said curve to the left and run South 35°07'36" West along the Southeastery right of way line of Greystone Crest for a distance of 23.56 feet to the most Northerly corner of Lot 43 of said Amended Map of the Crest at Greystone; thence 75°47'38" left and run South 50°40'02" East along the Northeastery line of said Lot 43 a distance of 306.17 feet to the most Easterly corner of said Lot 43; thence 91°10'33" left and run North 38°09'25" East for a distance of 219.34 feet to the most Southerly corner of Lot 42 of said Amended Map of the Crest at Greystone; thence 92°10'55" left and run North 54°01'30" West along the Southwesterly line of said Lot 42 for a distance of 112.81 feet to the point of beginning.

The Property is one and the same as, and is also described as, Lot 1, according to the Survey of Crown Greystone Crest, as recorded in Map Book 27, Page 28 in the Probate Office of Shelby County, Alabama.

LESS AND EXCEPT the following described Parcel:

A part of Lot 1 of Crown Greystone Crest as described in Map Book 27 at Page 28 in the Records Room of Shelby County, Alabama and being a parcel of land situated in the SE ¼ of the NE ¼ of Section 33, Township 18 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

To find the point of beginning, commence at the SW corner of the SW ¼ of the NW ¼ of Section 33, thence running along said Section line North 00°31'35" West a distance of 583.80 feet to a point; thence leaving said section line and running North 89°08'25" East a distance of 5237.52 feet to a point and the point of beginning; thence running South 43°00'00" East a distance of 8.00 feet to an iron pin set; thence running South 43°00'00" West a distance of 16.00 feet to an iron pin set; thence running North 43°00'00" East a distance of 16.00 feet to an iron pin set; thence running North 43°00'00" East a distance of 16.00 feet to an iron pin set; thence running South 43°00'00" East a distance of 8.00 feet to a point and the point of beginning. Said tract being a 16 foot by 16 foot tower site area.

100731612



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/06/2016 12:54:23 PM
\$100.00 DEBBIE
20161006000368310