

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

After Recording Return To:
Tower Title & Closing
18 Imperial Place, Courtyard
Providence, RI 02903

Attention: Closing

STATE OF ALABAMA)

COUNTY OF SHELBY)

Cross reference to:
Instrument No. 2001-45424
Instrument No. 20110412000113510

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment") is made effective as of April 10, 2024, by and between **CHINA IRWIN GALISSARD DE MARIGNAC, Personal Representative of the estate of D. Bruce Irwin**, with a mailing address of 3700 Cahaba Beach Road, Birmingham Alabama 35242 ("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, R. Charles Stagner ("Stagner") and BellSouth Mobility Inc., a Georgia corporation ("BellSouth") entered into that certain Option and Lease Agreement dated February 26, 1999 (as amended or assigned, the "Lease"), a memorandum of which was filed for record on October 19, 2001 as Instrument No. 2001-45424, in the Office of the Judge of Probate of Shelby County, Alabama;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated December 27, 1999, and that certain General Warranty Deed dated December 27, 1999 and recorded as Instrument No. 1999-52568 in the Office of the Judge of Probate of Shelby County, Alabama, D. Bruce Irwin ("Irwin") succeeded to all of Stagner's right, title and interest in and to the Lease;

WHEREAS, the Lease was amended pursuant to that certain Amendment to Lease Agreement entered into by and between Irwin and BellSouth Mobility, LLC, a Georgia limited liability company ("BellSouth LLC"), successor by corporate election to BellSouth, dated March 9, 2001, and that certain Second Amendment to Option and Lease Agreement by and between Irwin and New Cingular Wireless PCS, LLC, a Delaware limited liability company, successor by merger to BellSouth LLC, dated March 15, 2011, a memorandum of which was filed for record on April 12, 2011 as Instrument No. 20110412000113510, in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, Assignor has agreed to transfer and assign the Lease to 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. Assignor has transferred, sold, conveyed and assigned the Lease unto 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. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment, 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. Assignee has assumed all of the obligations of 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 Assignor, and the Assignee does hereby indemnify and hold 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 Assignment 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 Assignment 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 Assignment 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 Assignment 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 Assignment may be, acknowledged and delivered by electronic and digital signatures and 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. This Assignment constitutes 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 the following pages.]

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

ASSIGNOR:

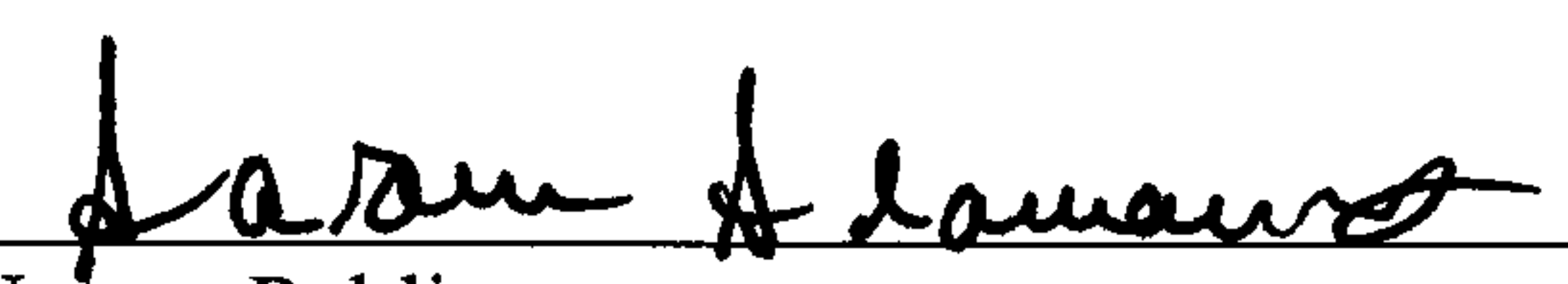

**CHINA IRWIN GALISSARD DE
MARIGNAC, Personal Representative of
the estate of D. Bruce Irwin, A/K/A
Donald Bruce Irwin**

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that **CHINA IRWIN GALISSARD DE MARIGNAC, Personal Representative of the estate of D. Bruce Irwin, A/K/A Donald Bruce Irwin**, whose name 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, she, as such Personal Representative and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand this the 10th day of April, 2024

[NOTARIAL SEAL]


Notary Public
My Commission Expires: Nov. 29, 2027

SARAH SLANOVITS
Notary Public, Alabama State at Large
My Commission Expires November 29, 2027

ASSIGNEE:

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company

By: Amanda Gray
Name: Amanda Gray
Its: Manager Real Estate

STATE OF Texas)
Harris COUNTY)

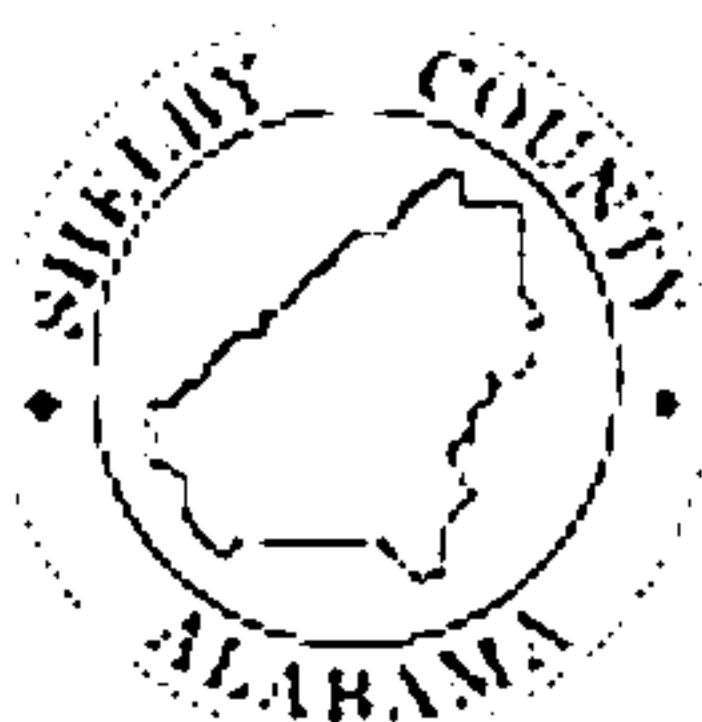
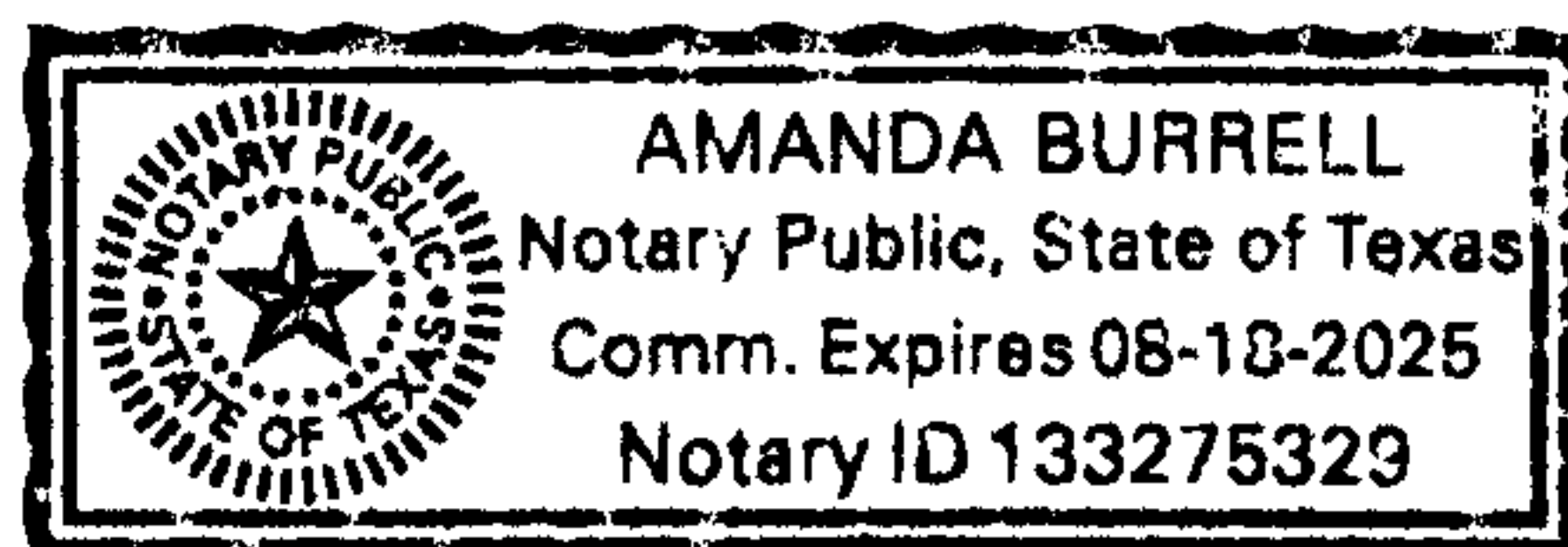
I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Amanda Gray whose name as Mgr. Real Estate of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged 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 10 day of April, 2024.

Amanda Burrell
Notary Public

My Commission Expires: 08/18/2025

(Notary Seal)



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
04/16/2024 11:52:49 AM
\$36.00 BRITTANI
20240416000110420

Brittani S. Bayl