

ASSIGNMENT OF OPTION AND LAND LEASE AGREEMENT

Prepared by Jason Catalini and

Return Document and

Future Tax Statements to:

TowerCo VI, LLC

Attn: Legal

5000 Valleystone Drive, Suite 200

Cary, NC 27519

AT&T Cell Site #: ALL05427

AT&T Cell Site Name: Calera East

AT&T Fixed Asset No.: 12919727

Property Information: 3783 Hwy 42 (E911 address is 4225 Hwy 42), Calera

County of Shelby, State of Alabama

Parcel #: 29 3 07 0 001 001.000

Prior Ref: Instrument No. 20240829000270400

ASSIGNMENT OF OPTION AND LAND LEASE AGREEMENT

This Assignment of Option and Land Lease Agreement ("Assignment") made and entered into effective as of the 15th day of August, 2025 ("Transfer Date") by and between **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, with a mailing address of 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, Georgia 30319 ("Assignor"), and **TowerCo VI, LLC, a Delaware limited liability company**, with an address at 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 ("Assignee").

RECITALS

WHEREAS, Assignor is a party to that certain Option and Land Lease Agreement dated August 14, 2024 ("Lease"), by and between Shelby Springs, LLC, as Landlord, and Assignor as Tenant;

WHEREAS, pursuant to the Lease, Assignor has certain rights, title and interest in and to a portion of a certain parcel of land in Shelby County, Alabama (the "Premises"), as further described on Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interest in and to the Lease and the Premises.

ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Lease and Premises, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the Assignor/Tenant under the Lease, and all the terms and conditions of all related easements and ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Lease and the Premises, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the Lease as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the Lease, and all of the rents payable by Assignor, if any, under the Lease have been duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Alabama without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Lease is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Premises and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSIGNOR:

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By:

Name:

Its:

[Signature]
Bryan Coleman
Associate Director

STATE OF Alabama

COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Bryan Coleman (name) whose name as Associate Director (title) of AT&T Mobility Corporation, as Manager of New Cingular Wireless PCS, LLC, a Delaware limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, 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 this 14 day of August, A. D. 2025.

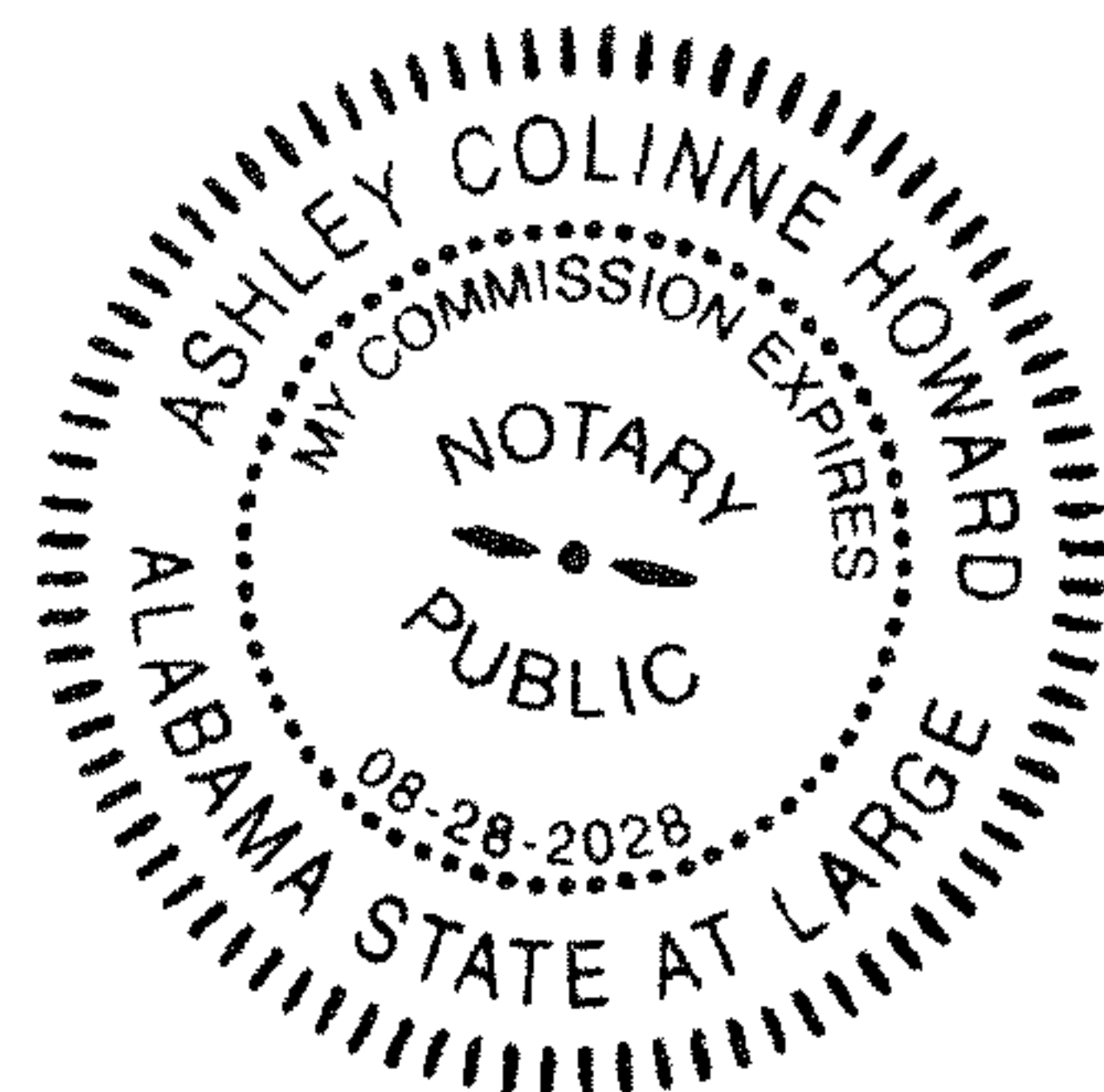
Ashley Colinne Howard
Notary Public

Print Name Ashley Colinne Howard

My commission expires: 08/28/2028


(seal)

[Assignee signature on next page]



ASSIGNEE:

TowerCo VI, LLC, a Delaware limited liability company

By: 


Name: Mike Smith

As its: CFO

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Mike Smith whose name as CFO of TowerCo VI, LLC, a Delaware limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he, 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 this 15th day of August, A. D. 2025.


Notary Public
Print Name Jill E. Harvey
My commission expires: 7/26/2030

(seal)

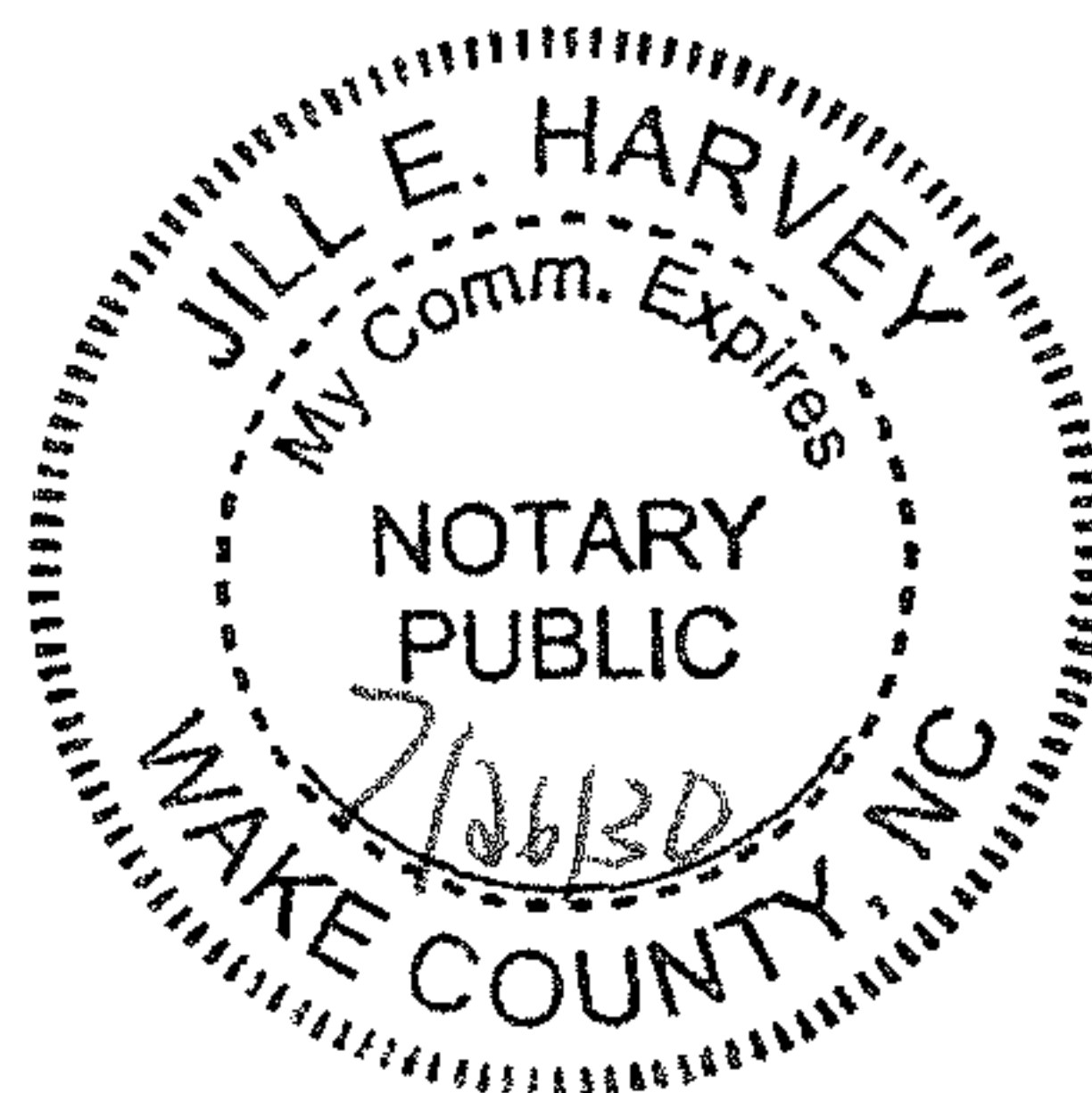


EXHIBIT A
PARENT PARCEL

PARCEL "K"

A parcel of land located in the S 1/2 of Section 5, SE1/4 of the SE1/4 of Section 6, NE1/4 of the NE1/4 of Section 7 and Section 8, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the NW Corner of the NE1/4 - NE1/4 of Section 8 of above said Township and Range; thence S00°31'48" E along the West line of above mentioned 1/4-1/4, a distance of 134.14' to the POINT OF BEGINNING, said point lying in the approximate centerline of Camp Branch Creek; thence continue along the last described course and leaving said centerline, a distance of 2,569.64'; thence S00°15'28" E, a distance of 1,350.44'; thence S88°44'44" W, a distance of 1,317.48'; thence N00°29'39" W, a distance of 1,349.83'; thence S88°43'22" W, a distance of 1,322.16'; thence S01°11'44" W, a distance of 1,136.61'; thence S88°52'08" W, a distance of 256.83'; thence N84°45'12" W, a distance of 385.95'; thence N61°43'27" W, a distance of 141.32'; thence N56°30'07" E, a distance of 146.99'; thence N07°50'13" W, a distance of 327.45' to a point, said point lying on the Southerly R.O.W. line of Leary Drive (50' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06; thence N80°36'43" E and along said R.O.W., a distance of 47.34' to a point, said point lying on the Easterly R.O.W. line of the above mentioned Leary Drive; thence N09°23'17" W and along said R.O.W., a distance of 50.00'; thence continue northerly along the last described course and leaving said R.O.W., a distance of 686.74'; thence N70°51'12" W, a distance of 200.06'; thence N59°41'35" W, a distance of 175.87'; thence N71°46'02" W, a distance of 173.73'; thence N16°13'28" E, a distance of 628.32'; thence N02°00'48" W, a distance of 236.28' to a point, said point lying on the Southerly R.O.W. line of Shelby Springs Farms (60' R.O.W.) as recorded in Shelby Springs Farms, Camp Winn, Sector 2, Phase 2, Map Book 26, Page 58; said point also being the beginning of a non tangent curve to the right, having a radius of 270.00'; a central angle of 08°39'05", and subtended by a chord which bears S87°41'15" E, and a chord distance of 40.73'; thence along the arc of said curve and said R.O.W., a distance of 40.77'; thence S83°21'43" E and along said R.O.W., a distance of 27.65' to a point, said point lying on the Easterly R.O.W. line of the above mentioned Shelby Springs Farms; thence N06°38'17" E and along said R.O.W., a distance of 60.00'; thence N18°16'09" W and leaving said R.O.W., a distance of 541.53'; thence N58°28'28" W, a distance of 266.68'; thence S88°27'25" E, a distance of 310.53'; thence N15°44'26" E, a distance of 48.33'; thence N45°44'50" W, a distance of 3,271.38'; thence N50°57'28" E, a distance of 620.54'; thence N70°08'02" E, a distance of 294.27'; thence N40°50'18" E, a distance of 100.23' to a point, said point being the approximate centerline of Camp Branch Creek; thence S86°44'08" E and along said centerline, a distance of 137.90'; thence S64°51'22" E and along said centerline, a distance of 192.07'; thence S03°02'19" W and along said centerline, a distance of 125.55'; thence S23°23'22" E and along said centerline, a distance of 66.08'; thence S46°03'53" E and along said centerline, a distance of 199.05'; thence S54°28'20" E and along said centerline, a distance of 300.21'; thence S31°26'59" E and along said centerline, a distance of 59.26'; thence S72°40'51" E and along said centerline, a distance of 135.81'; thence S82°05'02" E and along said centerline, a distance of 142.61'; thence S53°52'43" E and along said centerline, a distance of 130.82'; thence S28°05'44" E and along said centerline, a distance of 25.46'; thence S61°18'09" E and along said centerline, a distance of 468.60'; thence S74°39'10" E and along said centerline, a distance of 70.72'; thence N76°36'15" E and along said centerline, a distance of 312.48'; thence S87°12'49" E and along said centerline, a distance of 201.51'; thence N78°19'18" E and along said centerline, a distance of 199.74'; thence S69°27'44" E and along said centerline, a distance of 83.23'; thence S48°34'46" E and along said centerline, a distance of 153.91'; thence S81°39'00" E and along said centerline, a distance of 284.52'; thence S79°49'32" E and along said centerline, a distance of 127.16'; thence N75°11'45" E and along said centerline, a distance of 109.18'; thence S51°27'51" E and along said centerline, a distance of 508.87'; thence S79°22'02" E and along said centerline, a distance of 277.63';

thence N87°13'54" E and along said centerline, a distance of 275.10'; thence S80°53'55" E and along said centerline, a distance of 279.53'; thence S65°56'43" E and along said centerline, a distance of 319.86'; thence S56°45'03" E and along said centerline, a distance of 475.58'; thence S55°55'51" E and along said centerline, a distance of 393.65' to the POINT OF BEGINNING.

Said Parcel containing 417.86 acres, more or less.

LESS AND EXCEPT:

Commence at the NW Corner of the NE 1/4 of the NE 1/4 of Section 8 , Township 22 South, Range 1 West, Shelby County, Alabama ; thence S 00 deg-31'-48" E along the West line of said 1/4-1/4 a distance of 1,103.70' to the POINT OF BEGINNING; thence continue along the last described course a distance of 1,600.07'; thence S 00 deg-15'-28" E a distance of 1350.44'; thence S 88 deg-44'-44" W a distance of 1,317.48'; thence N 00 deg-29'-39" W a distance of 1,349.83'; thence S 88 deg-44'-44" W a distance of 1,322.16'; thence S 01 deg-11'-44" W a distance of 1,136.61'; thence S 88 deg-43'-22" W a distance of 256.83'; thence N 84 deg-45'- 12" W a distance of 385.95'; thence N 61 deg 43'-27" W a distance of 141.32'; N 56 deg-30'- 07" E a distance of 146.99'; thence N 07 deg-50'-13" W a distance of 327.45' to a point lying on the Southerly R.O.W. line of Leary Drive (50' ROW) as recorded in Shelby Spring Farms , Camp Winn, Sector 2, Phase 1, Map Book 26, Page 06 in the Office of the Judge of Probate, Shelby County, Alabama; thence N 80 deg-36'-43" E and along said right--of-way a distance of 47.34' to a point lying on the Easterly R.O.W. line of said Leary Drive; thence N 09 deg-23-17" W and along said right-of-way a distance of 50.00'; thence continue Northerly along the last described course and leaving said right-of-way line a distance of 686.74'; thence N 70 deg-51'- 12" W a distance of 200.06'; thence N 59 deg-41'-35" W a distance of 175.87'; thence N 71 deg-46'-02" W a distance of 173.73'; thence N 16 deg-13'-28" E a distance of 628.32'; thence N 78 deg-43'-59" E a distance of 3818.45' to the POINT OF BEGINNING.

Containing 167.9 acres more or less.

FURTHER LESS AND EXCEPT:

Situated in the City of Calera, Shelby County, Alabama, described as follows:

All of Shelby Spring Farms Camp Winn Sector 2 Phase 1 as recorded in Map Book 26, Page 6, in the Office of the Judge of Probate of Shelby County, Alabama.

FURTHER LESS AND EXCEPT:

Situated in the City of Calera, Shelby County, Alabama, described as follows:

All of Shelby Spring Farms Camp Winn Sector 2 Phase 2 as recorded in Map Book 26, Page 58, in the Office of the Judge of Probate of Shelby County, Alabama.

FURTHER LESS AND EXCEPT all that portion of land conveyed to Leslie Green and Susan Green, a married couple, by Shelby Springs, LLC, an Alabama limited liability company recorded February 2, 2024 in Statutory Warranty Deed with Right of Survivorship Instrument No. 20240202000026910, Shelby County Judge of Probate Records, Shelby County, Alabama.

EXHIBIT B
LEASED PREMISES

The Premises are that certain 6,400 square foot tract of real property, together with easements for ingress, egress and utilities, more particularly described and/or depicted as follows:

LEASE AREA:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE SE ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING A PORTION OF THE LANDS OF SHELBY SPRINGS, LLC, BEING "EXHIBIT C" AS RECORDED IN INSTRUMENT NO. 1999-49452, SHELBY COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH CAPPED REBAR INSCRIBED "R.C.F.A. CA0237LS" FOUND AT THE WESTERN CORNER OF LOT 30 OF SHELBY SPRING FARMS SUBDIVISION, CAMP WINN SECTOR 1, AS SHOWN ON MAP BOOK 24, PAGE 133, LYING ON THE NORTHEASTERN RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY NO. 42, AND HAVING AN ALABAMA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1140352.0873 E: 2218239.1720; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, 60.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 6188.85 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 34°40'44" WEST, 60.04 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 58°14'26" EAST, 53.09 FEET TO A POINT ON THE LEASE AREA; THENCE RUNNING ALONG SAID LEASE AREA, NORTH 31°45'34" WEST, 40.00 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE, NORTH 58°14'26" EAST, 80.00 FEET TO A POINT; THENCE, SOUTH 31°45'34" EAST, 80.00 FEET TO A POINT; THENCE, SOUTH 58°14'26" WEST, 80.00 FEET TO A POINT; THENCE, NORTH 31°45'34" WEST, 80.00 FEET TO A POINT AND THE POINT OF BEGINNING.

BEARINGS BASED ON ALABAMA GRID NORTH, NAD 83, WEST ZONE.

SAID TRACT CONTAINS 0.1469 ACRES (6,400 SQUARE FEET), MORE OR LESS.

30' INGRESS-EGRESS & UTILITY EASEMENT:

TOGETHER WITH A 30-FOOT WIDE INGRESS-EGRESS AND UTILITY EASEMENT, MEASURING 15 FEET EACH SIDE OF CENTERLINE, LYING AND BEING IN THE SE ¼ OF THE NW ¼ OF SECTION 7, TOWNSHIP 22 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA, AND BEING A PORTION OF THE LANDS OF SHELBY SPRINGS, LLC, BEING "EXHIBIT C" AS RECORDED IN INSTRUMENT NO. 1999-49452, SHELBY COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY THE FOLLOWING CENTERLINE DATA:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH CAPPED REBAR INSCRIBED "R.C.F.A. CA0237LS" FOUND AT THE WESTERN CORNER OF LOT 30 OF SHELBY SPRING FARMS SUBDIVISION, CAMP WINN SECTOR 1, AS SHOWN ON MAP BOOK 24, PAGE 133, LYING ON THE NORTHEASTERN RIGHT-OF-WAY LINE OF SHELBY COUNTY HIGHWAY NO. 42. AND HAVING AN ALABAMA GRID NORTH, NAD 83, WEST ZONE VALUE OF N: 1140352.0873 E: 2218239.1720; THENCE RUNNING ALONG SAID RIGHT-OF-WAY LINE, 60.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 6188.85 FEET AND BEING SCRIBED BY A CHORD BEARING, NORTH 34°40'44" WEST, 60.04 FEET TO A POINT AND THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING, NORTH 58°14'26" EAST, 53.09 FEET TO THE ENDING AT A POINT ON THE LEASE AREA.

BEARINGS BASED ON ALABAMA GRID NORTH, NAD 83, WEST ZONE.

EXHIBIT C
Tenant Leases

N/A



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/15/2025 03:17:26 PM
\$46.00 KELSEY
20250815000251350

Allen S. Bayl