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Shelby Cnty Judge of Probate, AL
03/15/2016 09:03:46 AM FILED/CERT

Instrument Prepared By:

SBA Towers IX, LLC
Jill Pontano
8051 Congress Avenue
Boca Raton, FL 33487

Shelby County, AL 03/15/2016
State of Alabama
Deed Tax: \$193.00

Upon Recording Return to:

SBA Towers IX, LLC
Attention: Debra DiBetta
8051 Congress Avenue
Boca Raton, FL 33487

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made effective as of the 1ST day of February, 2016 ("Transfer Date"), by Nova Towers Holdings I, LLC, a Mississippi limited liability company, having an address at 4450 Old Canton Road, Suite 207, Jackson, Mississippi 39211 ("Assignor"), and SBA Towers IX, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. Assignor is the lessee or tenant under that ground lease agreement set forth and described on Exhibit A (hereinafter "Ground Lease"), as amended or previously assigned, related to the use of that land and property set forth and described on the attached Exhibit B (hereinafter "Property") and is the owner of a communication tower and related property located on such Property.

B. Pursuant to that certain Purchase and Sale Agreement dated November 9, 2015 ("Purchase and Sale Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers on the Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease.

3. ACCEPTANCE OF ASSIGNMENT. As of the Transfer Date, Assignee hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date.


4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Property, (ii) all Easements benefiting the Property, (iii) all Improvements constructed on the Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.

5. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

6. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of Mississippi without regard to principles of conflicts of laws.

7. COUNTERPARTS. This Ground Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

EXECUTION PAGES FOLLOW


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THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee to be effective on the Transfer Date.

Witnesses:

R. Nash Neyland
Print Name: R. Nash Neyland

Kelly Weissinger
Print Name: Kelly Weissinger

ASSIGNOR:

NOVA TOWERS HOLDINGS I, LLC,
a Mississippi limited liability company

By: Tristar Technologies, LLC
Its: Manager

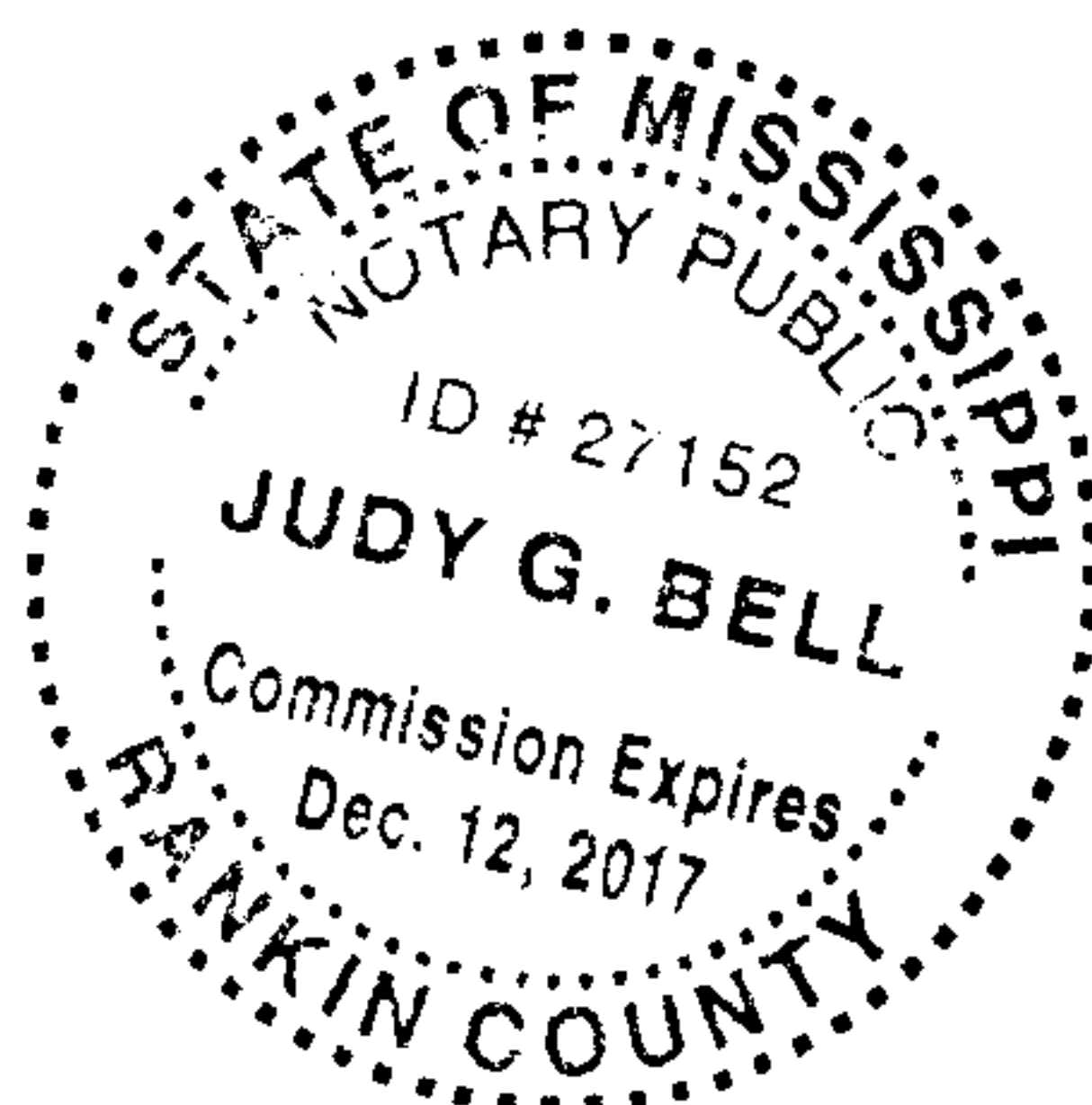
By: William M. Mounger, II
William M. Mounger, II
Title: Manager

STATE OF MISSISSIPPI)
) ss.:
COUNTY OF HINDS)

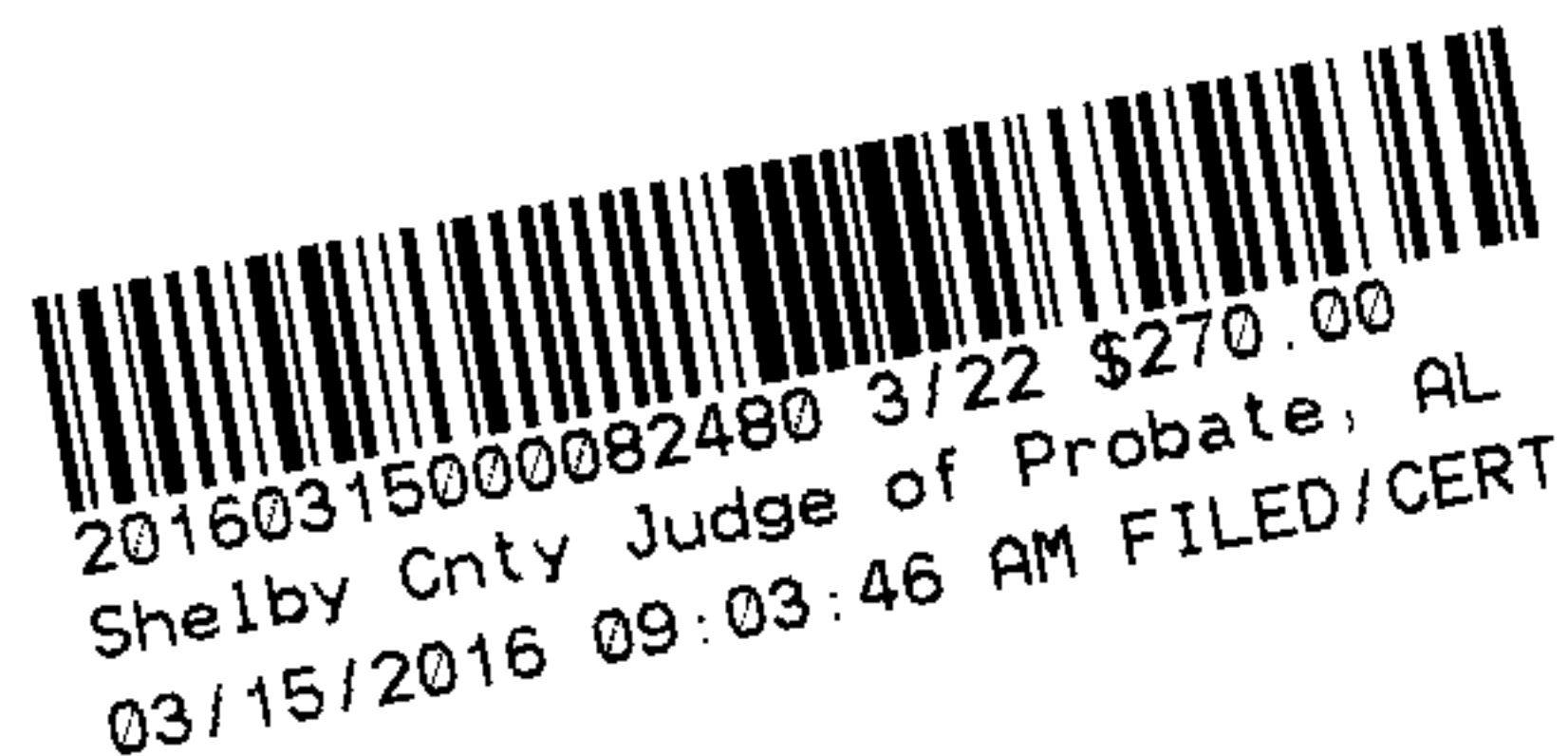
ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 2016, within my jurisdiction, the within named William M. Mounger, II, who acknowledged to me that he is the Manager of Tristar Technologies, LLC, a Mississippi limited liability company, the Manager of Nova Towers Holdings I, LLC, a Mississippi limited liability company, a member-managed limited liability company, and that for and on behalf of said company as Manager of said limited liability company, and as the act and deed of said company as Manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company and said limited liability company so to do.

(SEAL)



Judy G. Bell
Judy G. Bell - Notary Public
My Commission Expires: December 12, 2017
My Commission Number: 27152

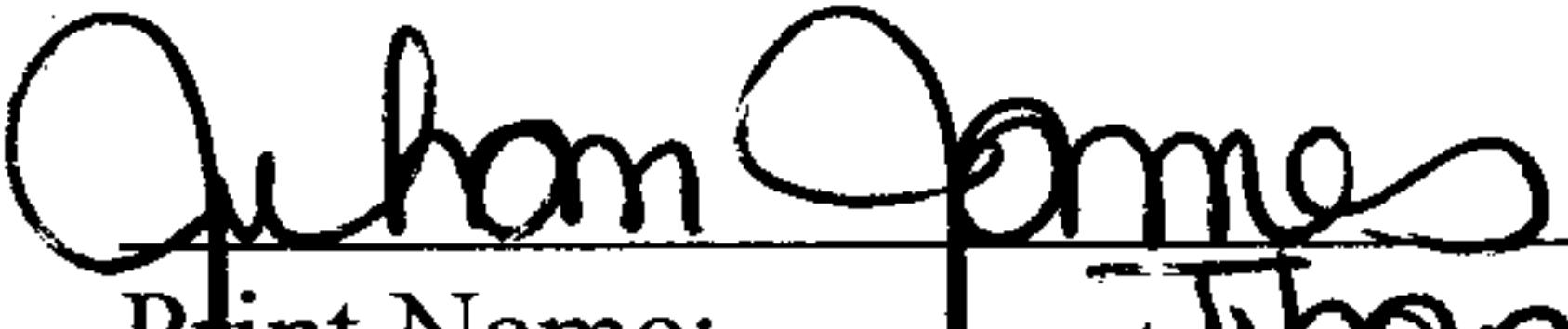


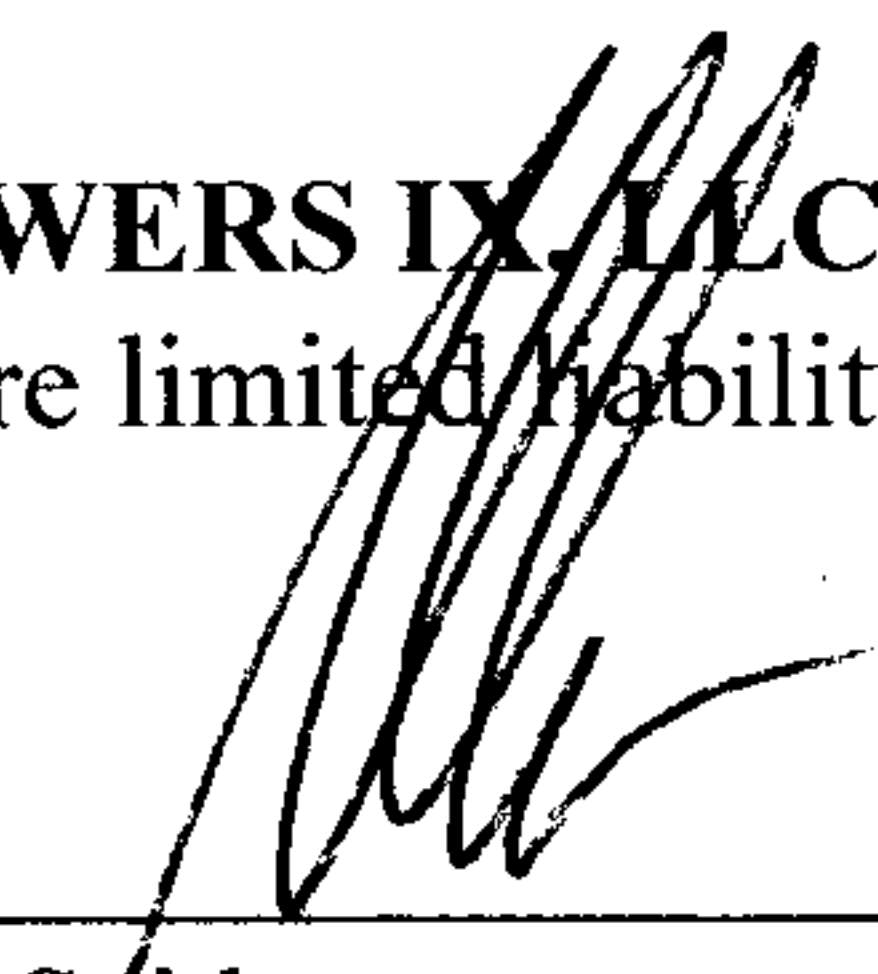
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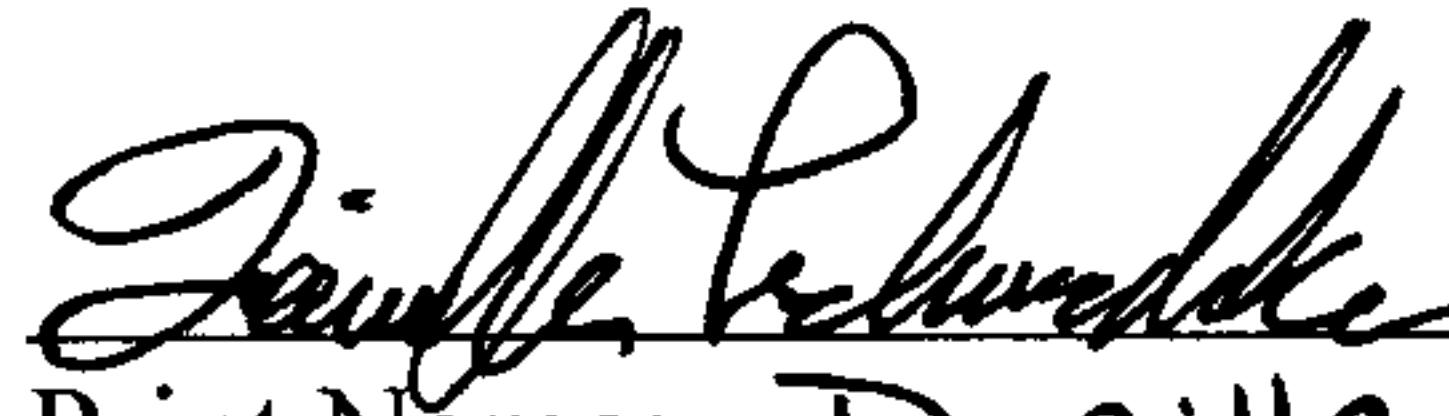
ASSIGNEE:

SBA TOWERS IX, LLC

a Delaware limited liability company


Print Name: Jihan James

By: 
Neil Seidman
Senior Vice President



Print Name: Danille Tschuschke

STATE OF FLORIDA)
 : ss.:
COUNTY OF PALM BEACH)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil Seidman, whose name as Senior Vice President of SBA Towers IX, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 seal on this the 1st day of February, 2016.


Notary Public

(SEAL)

My Commission Expires: _____



Jill Kristen Pontano
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF029220
Expires 6/19/2017


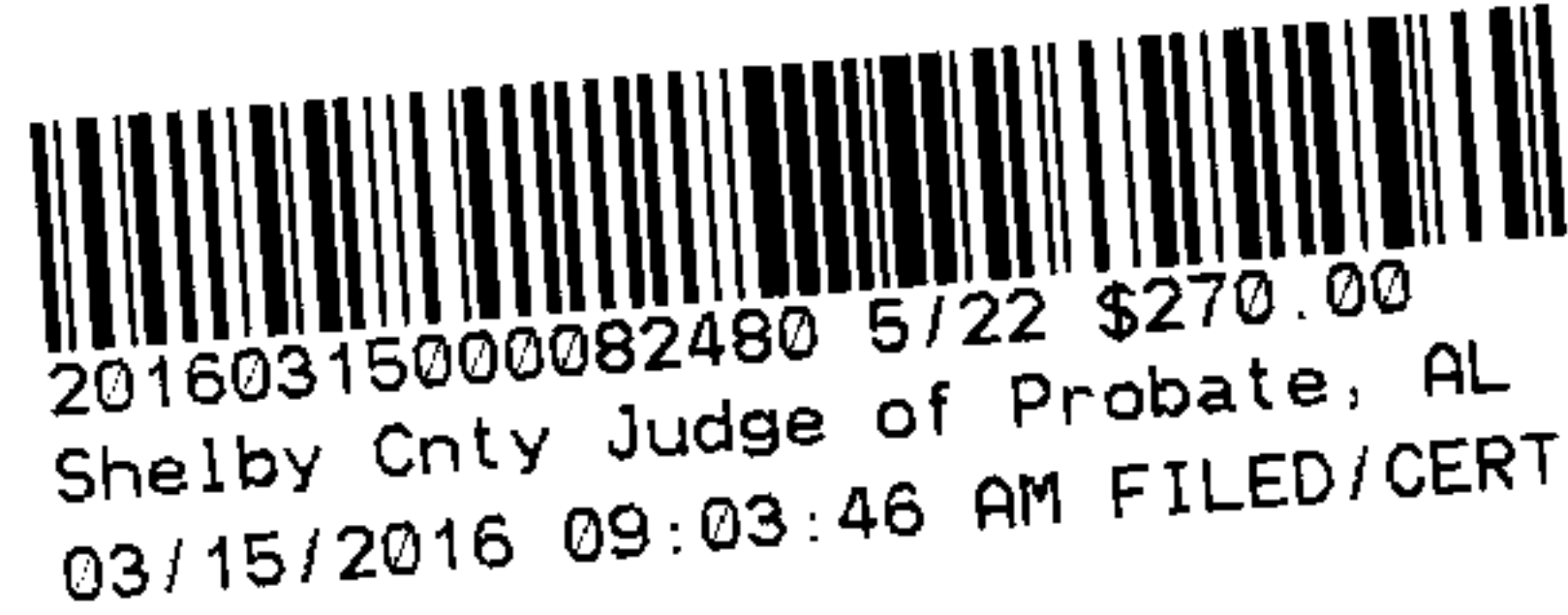

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EXHIBIT "A"


AL17864-A, Alabaster South

A. That Ground Lease Agreement dated November 7th, 2013 (collectively with all assignments, amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease"), by and between **The Cornerstone Church**, a non-profit entity, as lessor, and **New Cingular Wireless PCS, LLC**, a Delaware limited liability company, as tenant, as assigned to Nova Towers, LLC pursuant to that Assignment and Assumption Agreement dated April 25th, 2014, and further assigned by Nova Towers, LLC to Assignor pursuant to that Master Assignment and Assumption Agreement made effective May 1, 2014, a copy of which is attached hereto as Schedule 1, and as further evidenced by that memorandum of lease or notice of lease on file and of record in Instrument # 20131202000465650, Pages 1-7 in the Judge of Probate Office of Shelby County, Alabama.



Schedule 1

Master Assignment and Assumption Agreement


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MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is made and entered into as of the latter signature date below, but made effective as of the 1st day of May, 2014 ("Transfer Date"), by and between Nova Towers, LLC, a Delaware limited liability company ("Assignor"), having a mailing address of 1720 Peachtree Street, Suite 629 Atlanta, Georgia 30309 and Nova Towers Holdings I, LLC, a Mississippi limited liability company ("Assignee"), having an address of 4450 Old Canton Road, Suite 200, Jackson, Mississippi 39211.

Preliminary Statement:

Assignor (i) is currently the tenant/grantee under the ground leases, options and/or easements (collectively "Ground Leases") for the sites and interests described on Exhibit A attached hereto, (ii) is the owner of the communications towers, permits, approvals, licenses, due diligence, reports and appurtenant and related personal property (including work product) (collectively, the "Personal Property") located on or related to the Ground Leases, the anticipated improvements thereon, or the real property encumbered by the Ground Leases, and (iv) is the landlord under those tenant leases and licenses of space related to the use of the communications towers and placement of equipment within the real property subject to the Ground Leases as more particularly set forth on the attached Exhibit B ("Tenant Leases").

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT OF GROUND LEASES. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Leases described on Exhibit A to Assignee, and its successors and assigns. To the extent that more than one (1) agreement or interest is being transferred from either Assignor to Assignee, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property.

2. ACCEPTANCE OF ASSIGNMENT. As of the Transfer Date, Assignee hereby accepts the foregoing assignments of the Ground Leases and any related interest assigned hereby, and assumes all of the Assignor's obligations thereto and therein which arise or relate to the period of time after the Transfer Date.

3. ASSIGNMENT OF PERSONAL PROPERTY. Assignor hereby conveys, sells, transfers and delivers to Assignee, and its successors and assigns, all right, title and interest in the Personal Property owned by Assignor and located on, appurtenant, related to or used in connection with the Ground Leases or the improvements constructed therein or thereon, including but not limited to the communications towers and any appurtenances to or improvements located on the real property subject to the Ground Lease.

4. ASSIGNMENT OF TENANT LEASES. As of the Transfer Date, Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under: (a) all leases, licenses and other occupancy agreements with respect to any of the real property subject to any Ground Lease or any of the Personal Property located thereon, including the Tenant Leases described on Exhibit B; (b) all security deposits under the Tenant Leases; (c) all rights to any unpaid rents or other payments under the Tenant Leases; and (d) all guarantees and other assurances with respect to the Tenant Leases.

5. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the

negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Gwinnett County, Georgia. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record of the State of Georgia in Gwinnett County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be affected on such party by mail, as provided in this Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules

6. **BINDING EFFECT.** This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. **GOVERNING LAW.** This Assignment will be governed by and construed in accordance with the internal laws of the State of Georgia without regard to principles of conflicts of laws.

8. **WARRANTY.** Assignor hereby warrants to Assignee that it has good and marketable leasehold title to the Ground Leases, Tenant Leases and good and marketable title to the Personal Property. Assignor will indemnify Assignee for any breach by Assignor of the terms of this Section.


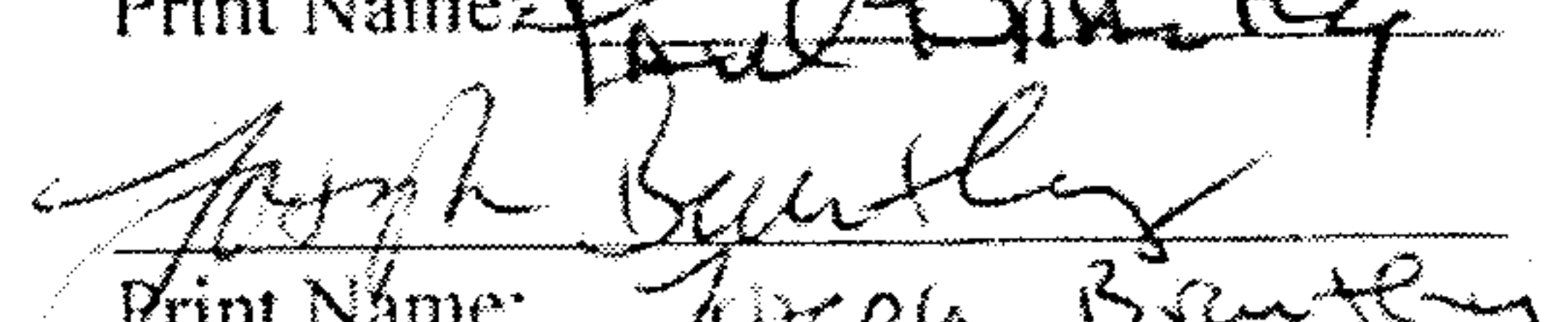
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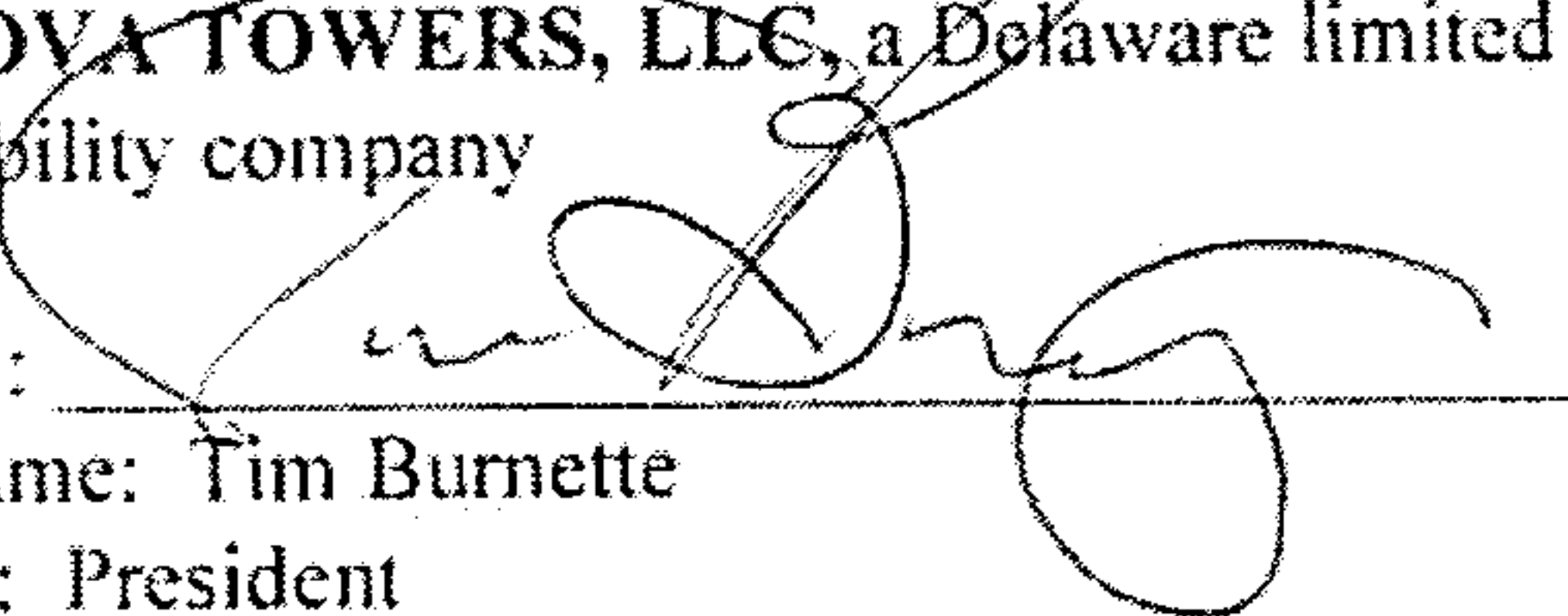
THIS ASSIGNMENT has been executed by Assignor and Assignee as of the latter signature date below, to be effective as of the Transfer Date.

WITNESSES:


Print Name: Paul Brantley

Print Name: Joseph Brantley

ASSIGNOR:

NOVA TOWERS, LLC, a Delaware limited liability company

By: 
Name: Tim Burnette
Its: President

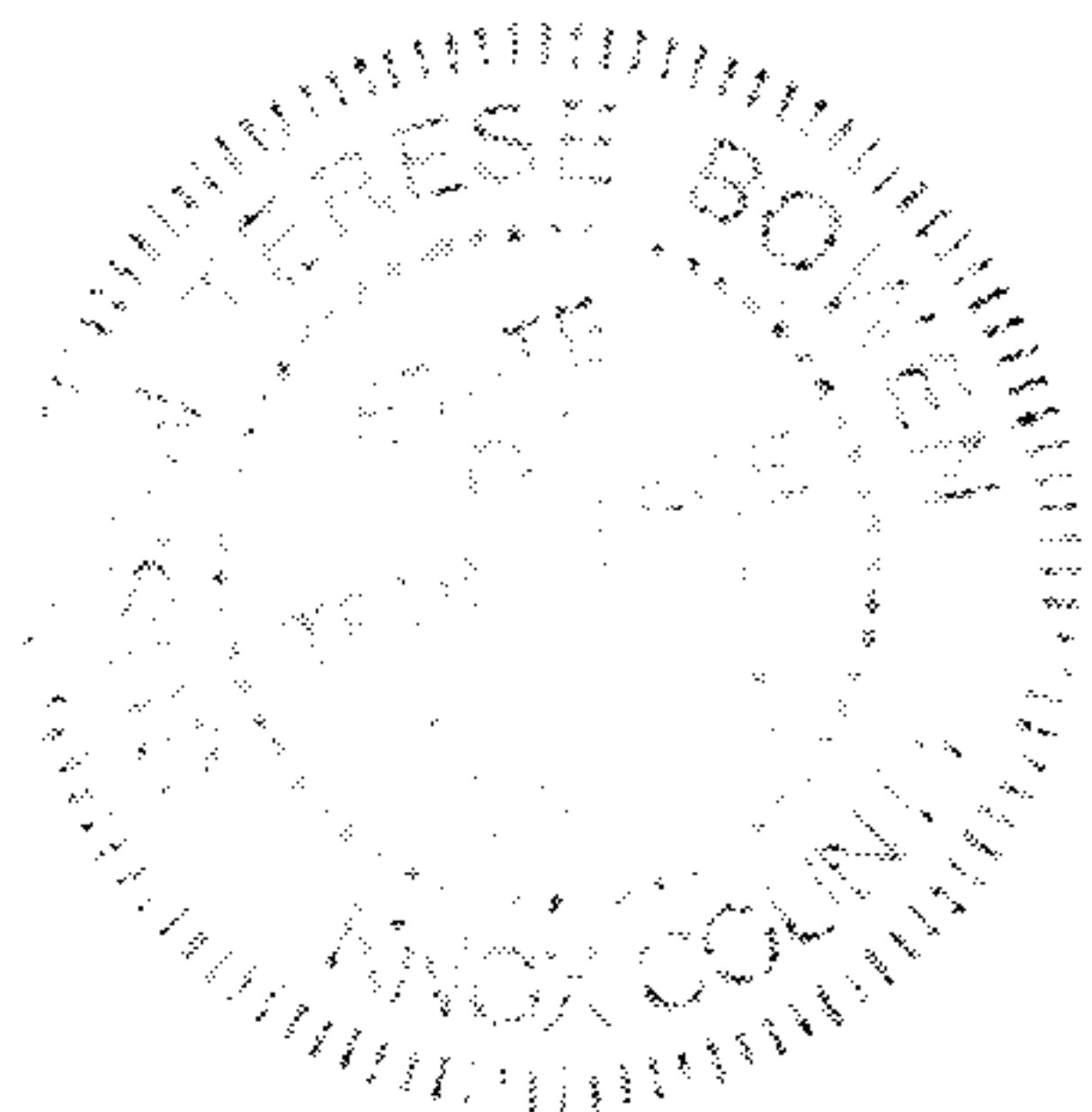
STATE OF TN)
) ss.
COUNTY OF KNOW)


ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tim Burnette, whose name as President of Nova Towers, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date 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 seal on this the 25 day of Jan, 2016.

(SEAL)




Notary Public
My Commission Expires: Jan 26, 2016



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WITNESSES:

R. Nash Neyland
Print Name: R. Nash Neyland

Kelly Weissinger
Print Name: Kelly Weissinger

ASSIGNEE:

NOVA TOWERS HOLDINGS I, LLC,
a Mississippi limited liability company

By: Tristar Technologies, LLC
Its: Manager

By: William M. Mounger, II
William M. Mounger, II
Title: Manager

STATE OF MISSISSIPPI)
) ss.:
COUNTY OF HINDS)

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 2016, within my jurisdiction, the within named William M. Mounger, II, who acknowledged to me that he is the Manager of Tristar Technologies, LLC, a Mississippi limited liability company, the Manager of Nova Towers Holdings I, LLC, a Mississippi limited liability company, a member-managed limited liability company, and that for and on behalf of said company as Manager of said limited liability company, and as the act and deed of said company as Manager of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company and said limited liability company so to do.

(SEAL)



Judy G. Bell
Judy G. Bell - Notary Public
My Commission Expires: December 12, 2017
My Commission Number: 27152



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A
Ground Leases

AL-510 - Third Ave: That Lease Agreement dated August 29, 2013 by and between Nova Towers, LLC and Jay Kishan, Inc.

AL-511 - Tuscaloosa MLK: That Lease Agreement dated August 29, 2013 by and between Nova Towers, LLC and Russell S. Lee Floor & Tile Co., Inc.

AL-512 - East Eastaboga: That Option and Lease Agreement dated October 14, 2013 by and between Nova Towers, LLC and Dean R. Youngblood.

AL-513 - Alabaster South: That Option and Lease Agreement dated November 7, 2013 by and between Nova Towers, LLC and The Cornerstone Church, a non-profit entity, as amended by that First Amendment to Land Option and Lease Agreement dated April 25, 2014

AL-516 - Warrior North: That Option and Lease Agreement dated January 22, 2014 by and between Nova Towers, LLC and Alawest-AL, L.L.C., an Alabama limited liability company.

AL-517 - Lipscomb: That Option and Lease Agreement dated January 22, 2014 by and between Nova Towers, LLC and Smith Corretti, LLC, an Alabama limited liability company.

AR-500 - NW Pike County: That Option and Lease Agreement dated June 7, 2013 by and between Nova Towers, LLC and Roger Glen York and Jeannie York, husband and wife.

AR-502 - Parker Iron Springs: That Option and Lease Agreement dated June 19, 2013 by and between Nova Towers, LLC and John W. Billings and Diana M. Billings, husband and wife.

AR-502 - Parker Iron Springs: That Easement Agreement dated 10/22/2015 by and between Nova Towers, LLC and John W. Billings and Diana M. Billings, husband and wife.

AR-503 - Hwy 29 South Hope: That Option and Lease Agreement dated June 28, 2013 by and between Nova Towers, LLC and Teresa A. Fry.

AR-504 - Barton Coliseum AR: That Option and Lease Agreement dated July 23, 2013 by and between Nova Towers, LLC and The Arkansas Livestock Show Association, an Arkansas nonprofit corporation.

AR-505 - Ray Winder: That Option and Lease Agreement dated September 6, 2013 by and between Nova Towers, LLC and The Adam's Chapel Church.

AR-506 - Beebe East: That Option and Lease Agreement dated July 25, 2013 by and between Nova Towers, LLC and Centennial Bank.

AR-507 - UALR: That Option and Lease Agreement dated July 25, 2013 by and between Nova Towers, LLC and World Services for the Blind, Incorporated, an Arkansas non-profit corporation, formerly known as Lions World Services for the Blind and as Arkansas Enterprises for the Blind, Inc.

CO-502 - Del Norte: That Option and Lease Agreement dated November 4, 2013 by and between Nova Towers, LLC and Off Island Ranch, Inc., a Colorado corporation.

CO-503 - Hugo: That Option and Lease Agreement dated October 17, 2013 by and between Nova

Towers, LLC and Timothy & Patty A. (Patricia) Kerns.

IN-500 - Volkman Road: That Option and Lease Agreement dated April 6, 2011 by and between Nova Towers, LLC and David A. Titzer and Pamela S. Titzer, husband and wife

LA-501 - Pride Drive: That Option and Lease Agreement dated December 17, 2013 by and between Nova Towers, LLC and Donald Joseph Pellichino, Amy Pellechino Ventura and Matthew Don Pellichino.

LA-502 – Sweetwater: That Option and Lease Agreement dated December 26, 2013 by and between Nova Towers, LLC and Bennie Farrell Major, individually and Todd Farrell Major, Lisa Dawn Major Simpson, and Kerry Lynette Major.

LA-505 - Rauch Property: That Option and Lease Agreement dated March 24, 2014 by and between Nova Towers, LLC and Margaret Kim Howes Zabbia and Robert F. Zabbia.

MS-507 – Carpenter: That Communications Site Option and Lease Agreement dated October 24, 2013 by and between Nova Towers, LLC and Red Mountain Timberco IV, LLC, as amended by that Amendment to Communications Site Option and Lease Agreement dated September 29, 2014.

MS-508 - Cotton Plant: That Land Lease Agreement dated October 11, 2013 by and between Nova Towers, LLC and James D. Foley and Mary L. Foley

MS-509 - Reeds Branch: That Option and Lease Agreement dated October 3, 2013 by and between Nova Towers, LLC and Spring Lake Realty, LLC, a Mississippi limited liability company

~~MS-511 - Keowahville: That Option and Lease Agreement dated October 3, 2013 by and between Nova Towers, LLC and Marilyn Gresham Hancock and Yvonne Shelton Gresham.~~

MS-512 - Coonawah Bottom: That Option and Lease Agreement dated October 3, 2013 by and between Nova Towers, LLC and David A. Shands.

MS-513 - Ham Hill: That Land Lease Agreement dated November 6, 2013 by and between Nova Towers, LLC and The P.H.T. Childers Properties Limited Partnership.

MS-515 – Pittsboro: That Option and Lease Agreement dated March 20, 2014 by and between Nova Towers, LLC and the City of Bruce, Mississippi, a Mississippi municipality

MS-516 – Longview: That Option and Lease Agreement dated November 11, 2013 by and between Nova Towers, LLC and Tyler May and wife Kristy May, a married couple.

MS-517 – Sarepta: That Option and Lease Agreement dated April 22, 2014 by and between Nova Towers, LLC and Carlton Moore and Ellie Moore, a married couple.

OK-500 - I40 & Harrah: That Option and Lease Agreement dated July 13, 2011 by and between Nova Towers, LLC and Michael Lee Bare and Treva Gail Bare, as modified by the terms of that letter agreement for extension of option dated May 21, 2013, executed June 7, 2013.

OK-501 - 26th & Western: That Option and Lease Agreement dated April 4, 2013 by and between Nova Towers, LLC and Fountain Square Group, L.L.C.

OK-502 – Fletcher: That Option and Lease Agreement dated October 31, 2013 by and between Nova

Towers, LLC and Jo Ann Hasenbeck.

OK-503 - East Stigler: That Option and Lease Agreement dated October 28, 2013 by and between Nova Towers, LLC and John Hugh Dickson and Betty Joe Dickson, as Trustees of The 2006 John And Betty Dickson Revocable Trust dated November 6, 2006.

OK-504 - East Wetumka: That Option and Lease Agreement dated October 30, 2013 by and between Nova Towers, LLC and David W. Posey and Rita C. Posey, husband and wife.

OK-505 - 12th & Tecumseh: That Option and Lease Agreement dated November 19, 2013 by and between Nova Towers, LLC and Allison's Fun Incorporated, an Oklahoma corporation.

OK-507 - Winstar South: That Option and Lease Agreement dated October 18, 2013 by and between Nova Towers, LLC and Lamar Bingenheimer.

OK-508 - Danforth & Western: That Option and Lease Agreement dated October 25, 2013 by and between Nova Towers, LLC and the New Life Tabernacle United Pentecostal Church of Edmond, a non-profit corporation.

OK-510 - Hwy 3rd & 150th: That Option and Lease Agreement dated October 31, 2015 by and between Nova Towers, LLC and Gerald P. Speed and Denise Speed, Trustees of the Gerald P. Speed Trust dated September 12, 2007, as amended by that First Amendment to Option and Lease Agreement dated July 28, 2014.

OK-511 - North Miami: That Option and Lease Agreement dated October 25, 2013 by and between Nova Towers, LLC and Brent E. Brassfield and Tammi A. Brassfield, and Brian L. Brassfield and Dawn J. Brassfield.

OK-513 - S Western & SW 134th St: That Option and Lease Agreement dated March 7, 2014 by and between Nova Towers, LLC and Red River Presbytery of the Cumberland Presbyterian Church, Inc., a Texas corporation, as amended by that First Amendment to Option and Lease Agreement dated November 17, 2014.

OK-515 - East Tishomingo: That Option and Lease Agreement dated January 29, 2014 by and between Nova Towers, LLC and Jack Wallace Coppedge II, a/k/a Wallace Coppedge and Robin Coppedge a/k/a Robin M. Coppedge.

TX-505 - Gum Springs: That Option and Lease Agreement dated November 13, 2013 by and between Nova Towers, LLC and Cheryl J. Evans.

TX-518 - Trevino: That Option and Lease Agreement dated November 13, 2013 by and between Nova Towers, LLC and Victor Trevino, as amended by that First Amendment to Option and Lease Agreement dated August 1, 2014.

TX-519 - S SW Loop 323/CR: That Option and Lease Agreement dated April 22, 2014 by and between Nova Towers, LLC and Reynolds & Kay, Ltd., formerly known as Reynolds-Land, Inc.

TX-522 - McBell Lane: That Option and Lease Agreement dated November 1, 2013 by and between Nova Towers, LLC and Hagwood Transportation Services, Inc., a Texas corporation, as amended by that First Amendment to Option and Lease Agreement dated May 20, 2014.

TX-538 - 145/ Hwy 34: That Option and Lease Agreement dated October 21, 2014 by and between Nova Towers, LLC and Sokol Incorporated of Ennis, Texas, a Texas non-profit corporation.



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EXHIBIT B
Tenant Leases

AL-510 - Third Ave:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

AL-511 - Tuscaloosa MLK:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014.

AL-512 - East Eastaboga:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 2, 2014.

AL-513 - Alabaster South:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 25, 2014.

AL-516 - Warrior North:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 11, 2014, as amended by that First Amendment to Site Sublease dated July 7, 2014.

AL-517 - Lipscomb:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 29, 2014, as amended by that First Amendment to Site Sublease dated April 29, 2014.

AR-500 - NW Pike County:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated November 6, 2013.

AR-502 - Parker Iron Springs:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014.

AR-503 - Hwy 29 South Hope:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014.

AR-504 - Barton Coliseum AR:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS,

LLC dated February 18, 2014.

AR-505 - Ray Winder:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 4, 2014.

AR-506 - Beebe East:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 4, 2014.

AR-507 - UALR:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014.

CO-502 - Del Norte:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated September 16, 2014.

CO-503 - Hugo:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated October 7, 2014.

IN-500 - Volkman Road:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 11, 2014.

LA-501 - Pride Drive:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated May 23, 2014, as amended by that First Amendment to Site Sublease dated May 23, 2014.

LA-502 - Sweetwater:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated May 19, 2014, as amended by that First Amendment to Site Sublease dated May 19, 2014.

LA-505 - Rauch Property:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated July 14, 2014, as amended by that First Amendment to Site Sublease dated July 14, 2014.

MS-507 - Carpenter:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated December 30, 2013, as amended by that First Amendment to Site Sublease dated July 31,



2014.

MS-508 - Cotton Plant:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014, as amended by that First Amendment to Site Sublease dated April 16, 2014.

MS-509 - Reeds Branch:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014.

MS-511 - Keownville:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 25, 2014, as amended by that First Amendment to Site Sublease dated May 5, 2014.

MS-512 - Coonawah Bottom:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 18, 2014.

MS-513 - Ham Hill:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated December 30, 2013, as amended by that First Amendment to Site Sublease dated April 18, 2014 and further amended by that Second Amendment to Site Sublease dated August 11, 2014.

MS-515 - Pittsboro:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated May 8, 2014, as amended by that First Amendment to Site Sublease dated August 15, 2014 and further amended by that Second Amendment to Site Sublease dated September 26, 2014.

MS-516 - Longview:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated June 10, 2014, as amended by that First Amendment to Site Sublease dated June 10, 2014.

MS-517 - Sarepta:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated June 24, 2014, as amended by that First Amendment to Site Sublease dated July 24, 2014.

MS-500 - 140 & Harrah:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 14, 2014, as amended by that First Amendment to Site Sublease dated August 14, 2014, and further amended by that Second Amendment to Site Sublease dated August 14, 2014.

Master Assignment and Assumption Agreement

20160315000082480 17/22 \$270.00
Shelby Cnty Judge of Probate, AL
03/15/2016 09:03:46 AM FILED/CERT

OK-501 - 26th & Western:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-502 - Fletcher:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-503 - East Stigler:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-504 - East Wetumka:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated March 25, 2014.

OK-505 - 12th & Tecumseh:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 31, 2014.

OK-507 - Wingate South:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-508 - Danforth & Western:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-510 - Hwy 3rd & 150th:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated March 5, 2014, as amended by that First Amendment to Site Sublease dated August 14, 2014.

OK-511 - North Miami:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated February 18, 2014.

OK-513 - S Western & SW 134th St:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 24, 2014, as amended by that First Amendment to Site Sublease dated August 14, 2014 and further amended by that Second Amendment to Site Sublease dated August 14, 2014.

OK-515 - East Tishomingo:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated March 5, 2014.

TX-505 - Gum Springs:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated April 15, 2014, as amended by that First Amendment to Site Sublease dated September 16, 2014.

TX-518 - Trevino:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated January 15, 2014, as amended by that First Amendment to Site Sublease Agreement dated March 25, 2014, and further amended by that Second Amendment to Site Sublease Agreement dated August 11, 2014, and further amended by that Third Amendment to Site Sublease Agreement dated September 16, 2014.

TX-519 - S SW Loop 323/CR:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated August 11, 2014, as amended by that First Amendment to Site Sublease dated August 11, 2014 and further amended by that Second Amendment to Site Sublease dated September 16, 2014.

TX-522 - McBell Lane:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated November 1, 2013, as amended by that First Amendment to Site Sublease dated August 1, 2014 and further amended by that Second Amendment to Site Sublease dated August 13, 2014.

TX-538 - 145/ Hwy 34:

ATT: That Site Sublease by and between Nova Towers, LLC and New Cingular Wireless PCS, LLC dated November 3, 2014, as amended by that First Amendment to Site Sublease dated November 3, 2014.

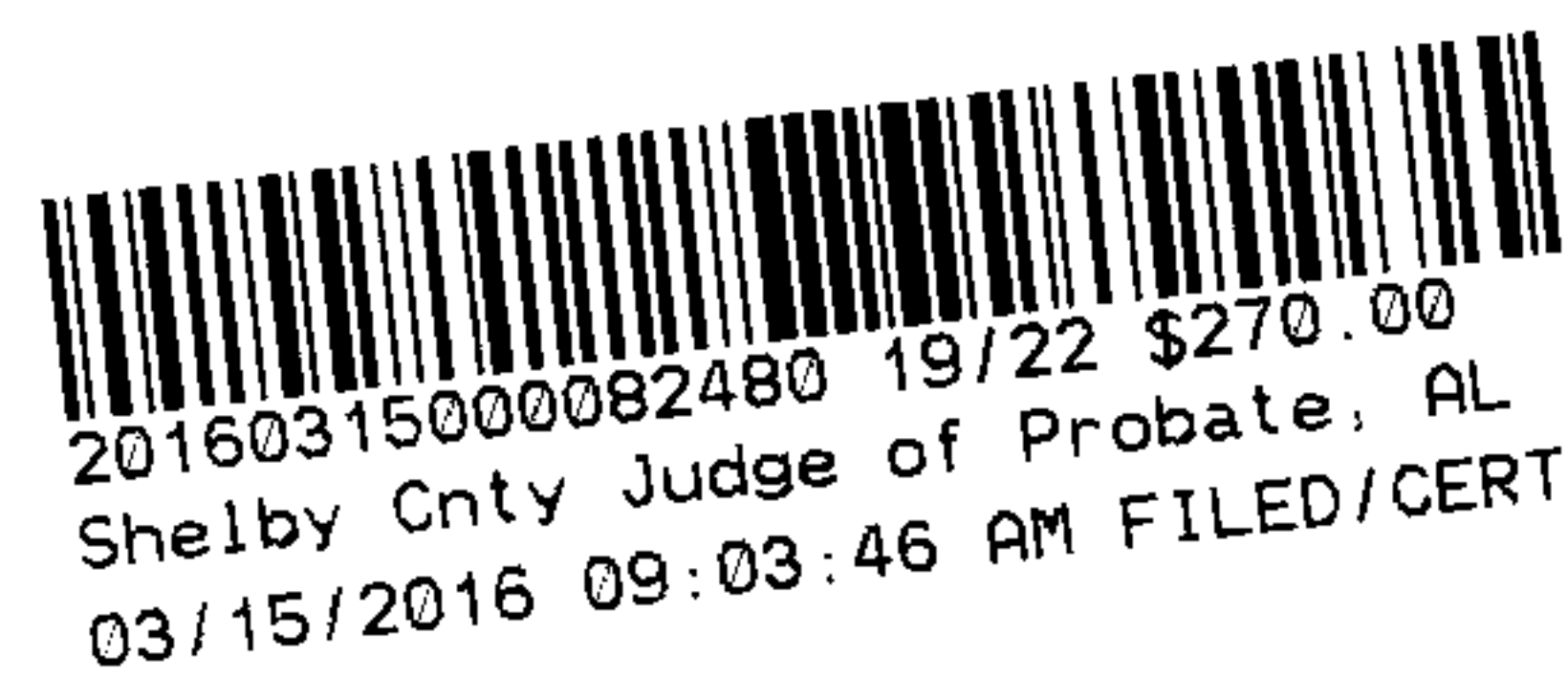



EXHIBIT "B"

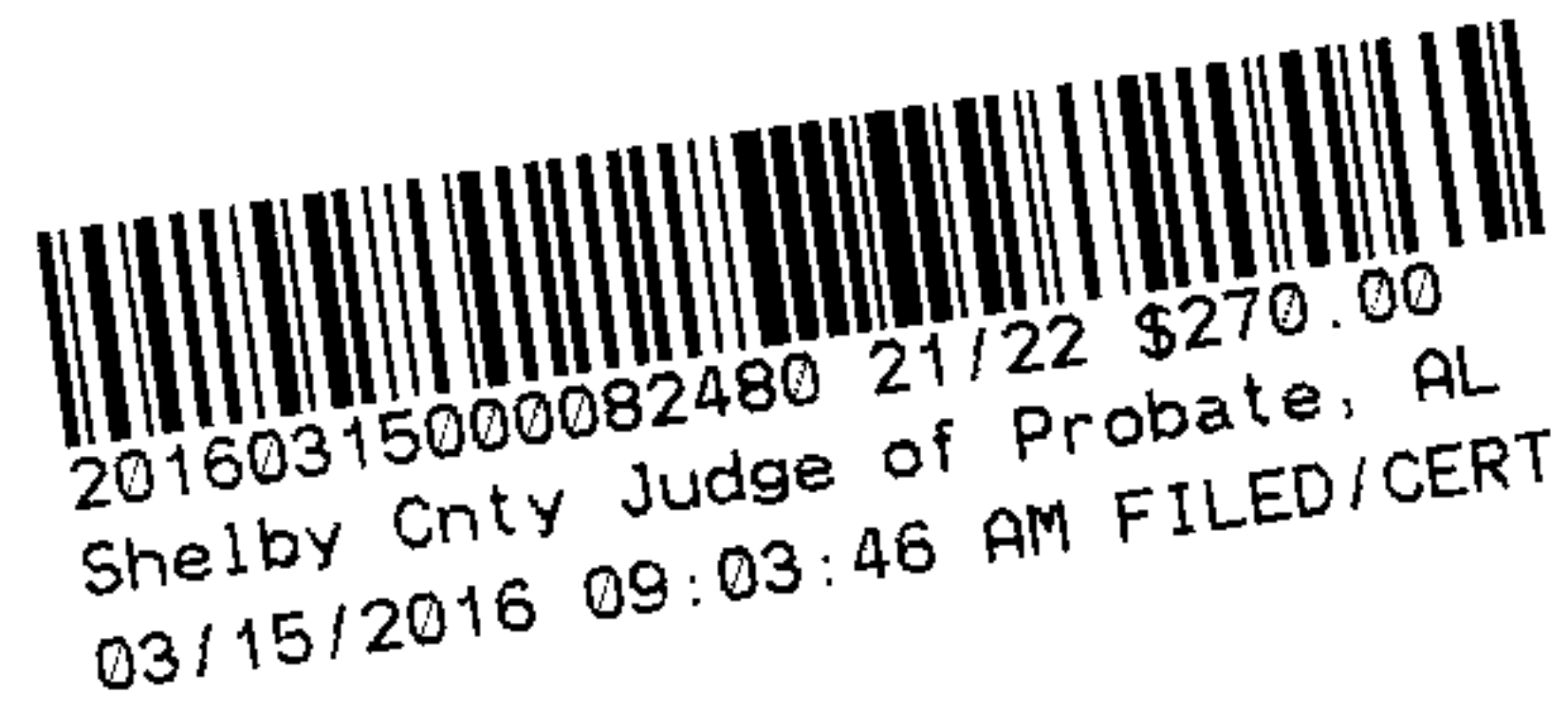
Legal Description


20160315000082480 20/22 \$270.00
Shelby Cnty Judge of Probate, AL
03/15/2016 09:03:46 AM FILED/CERT



SMW Engineering Group, Inc.
158 Business Center Drive
Birmingham, Alabama 35244
Telephone: (205) 252-6985
Facsimile: (205) 320-1504

Site Name: Alabaster South
Site ID Number: AL17864-A



LEASE AREA (AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set at the Point of Beginning; thence N 07°56'37" E leaving said southerly line a distance of 120.15 feet to a 5/8" capped rebar (SMW 19753) set; thence S 88°31'56" E a distance of 99.69 feet to a 5/8" capped rebar (SMW 19753) set; thence S 07°56'37" W a distance of 58.55 feet to a 5/8" capped rebar (SMW 19753) set on the southerly line of said certain tract; thence S 63°07'54" W along the southerly line of said certain tract a distance of 107.27 feet to a 1" crimp found; thence S 51°22'37" W continuing along the southerly line of said certain tract a distance of 15.97 feet to the Point of Beginning.

Above described lease area contains 0.20 acres, more or less.

30' INGRESS/EGRESS & UTILITY EASEMENT (AS SURVEYED)

An Easement being a portion of that certain tract of land as described in Book 309, Page 267 as recorded in the Office of the Judge of Probate for Shelby county, Alabama, lying in the East half of Section 27, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" crimp found in place at the Northeast corner of Lot 12 Cherokee Crest as described in Map Book 9, Page 152 as recorded in the Office of the Judge of Probate for Shelby county, Alabama; thence S 07°53'27" W along the easterly line of said Lot 12 a distance of 67.11 feet to a 1" crimp found at the Southeast corner of said Lot 12, said crimp also being the Southwest corner of said certain tract of land as described in Book 309, Page 267; thence N 51°22'37" E along the southerly line of said certain tract a distance of 58.34 feet to a 5/8" capped rebar (SMW 19753) set; thence N 07°56'37" E leaving said southerly line of said certain tract a distance of 120.15 feet to a 5/8" capped



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Birmingham, Alabama 35244
Telephone: (205) 252-6985
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rebar (SMW 19753) set; thence N 01°28'04" E a distance of 15.00 at the Point of Beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of and parallel to the following described centerline; thence S 88°31'56" E a distance of 92.32 feet to a point; thence N 39°08'41" E a distance of 23.19 feet to a point; thence N 89°40'29" E a distance of 53.70 feet to a point; thence N 74°00'04" E a distance of 47.04 feet to a point; thence N 55°09'07" E a distance of 95.34 feet to a point; thence N 35°23'47" E a distance of 52.36 feet to a curve to the right having an arc length of 201.72 feet, a radius of 1585.25 feet, a chord bearing and distance of N 06°01'55" E, 201.58 feet to a point; thence N 90°00'00" E a distance of 37.08 feet more or less to the westerly right-of-way line of Shelby County Highway No. 95 and the Point of Ending.

Said above described easement to adjoin said described Lease Area and said right-of-way contiguously and contain 0.41 acres, more or less.

