


Instrument Prepared By:

SBA Towers V, LLC
Mergers & Acquisitions Dept
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487
(561) 226-9349


20130717000290090 1/7 \$30.00
Shelby Cnty Judge of Probate, AL
07/17/2013 11:43:52 AM FILED/CERT

Upon Recording Return to:

SBA Towers V, LLC
Attn: Mergers & Acquisitions Dept.
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
SBA Site ID: AL15345-A, Kracker Springs, AL

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this 11th day of June, 2013 ("Transfer Date"), by SOUTHERN TOWER ANTENNA RENTAL II, LLC, a Louisiana limited liability company, having an address at 119 Veterinarian Road, Lafayette, LA 70507 ("Assignor"), to SBA TOWERS V, LLC, a Florida limited liability company, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. On the 3rd day of June, 2011, Segail I. Friedman, a widow ("Ground Lessor"), as landlord, and Assignor, as tenant, entered into that certain Option and Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in the City of Shelby, County of Shelby, State of Alabama, which Real Property is more particularly described on Exhibit "A" attached hereto. In connection with the Ground Lease, Ground Lessor and Assignor recorded a Memorandum of Lease on May 11, 2012 as Instrument Number 20120511000166340 in the Probate Office of Shelby County, Alabama.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 19th day of November, 2012 ("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 or monopoles on the Real Property. All

capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Ground Lease 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. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.
3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, 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. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to 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 Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real 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. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.



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6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Lafayette Parish, Louisiana. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of Louisiana in Lafayette Parish. 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 effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

7. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8. 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.

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

10. 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.

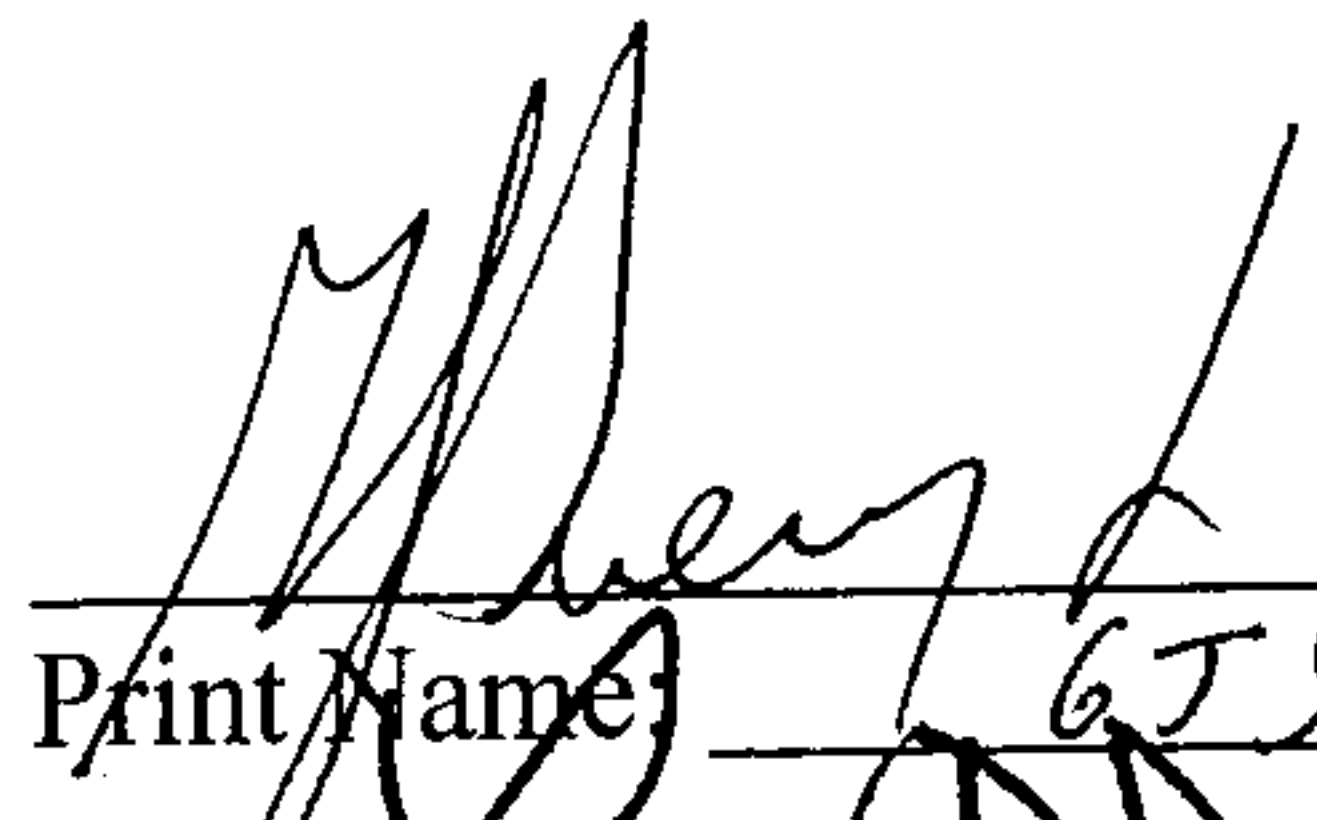
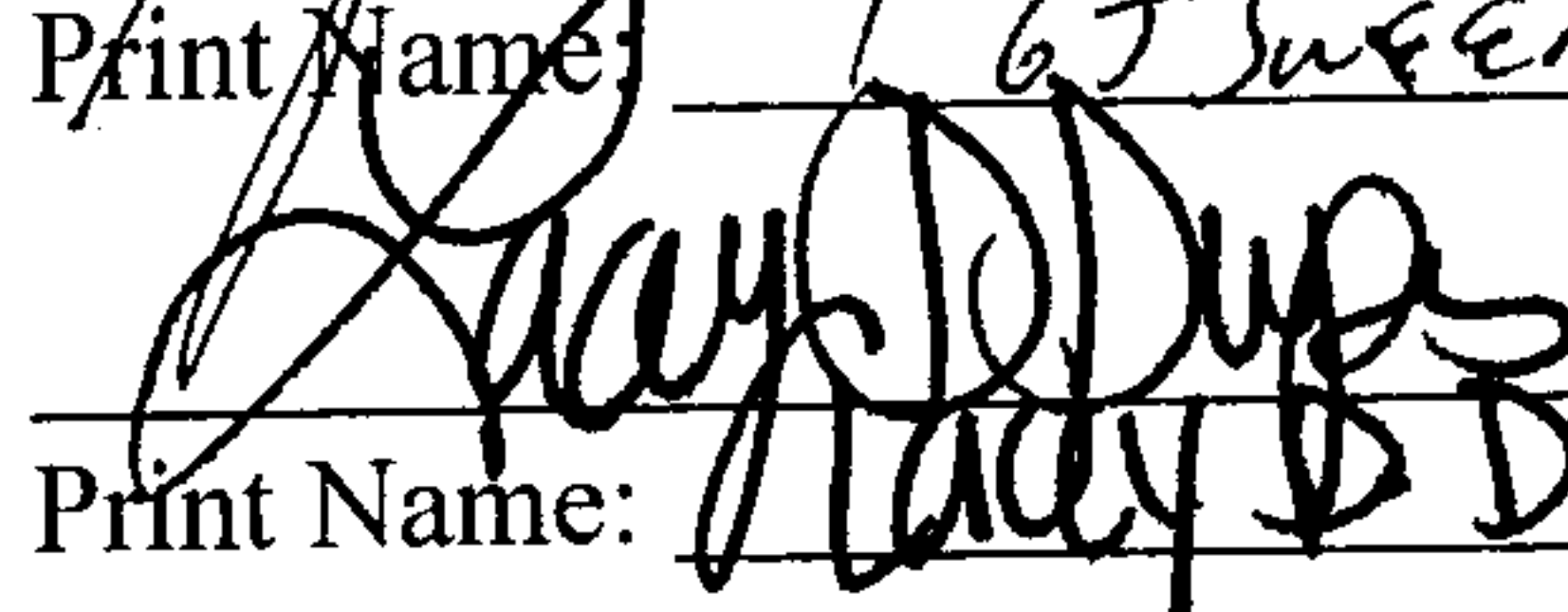
THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

EXECUTION PAGES FOLLOW



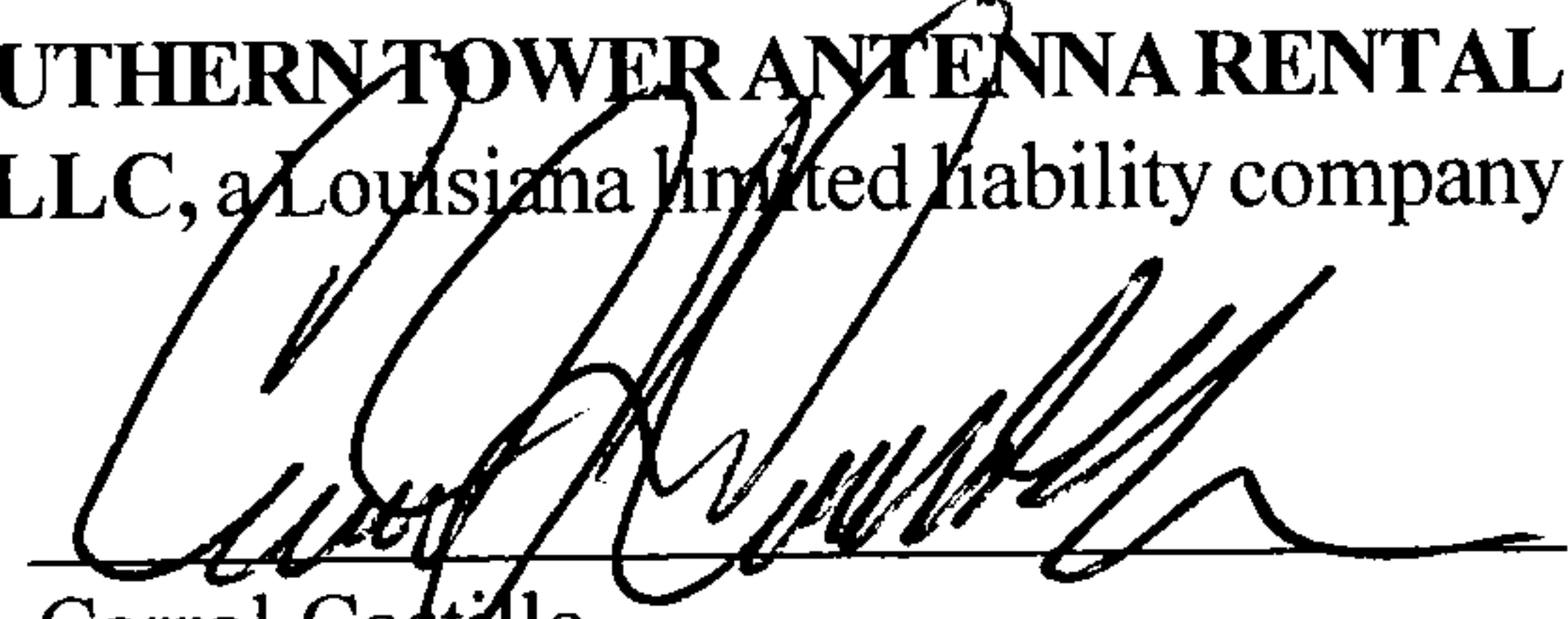
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Witnesses:


Print Name: G.J. Sweeney Jr

Print Name: Lady D Dupris

ASSIGNOR:

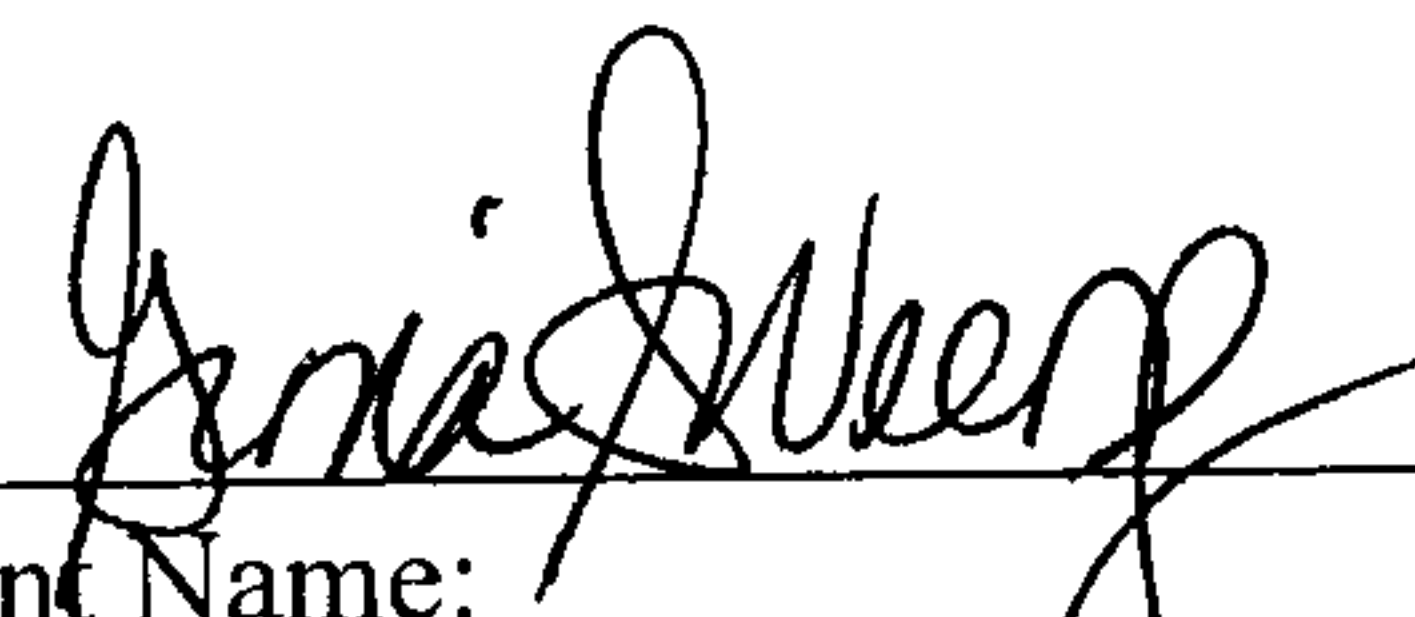

**SOUTHERN TOWER ANTENNA RENTAL
II, LLC**, a Louisiana limited liability company

By: 
Carrol Castille
Managing Member

STATE OF LOUISIANA
PARISH OF Lafayette

The foregoing instrument was acknowledged before me this 10th day of June, 2013, by Carrol Castille, Managing Member of Southern Tower Antenna Rental II, LLC, a Louisiana limited liability company, on behalf of the company. She is personally known to me or has produced LA Drivers License as identification.

[NOTARIAL SEAL]

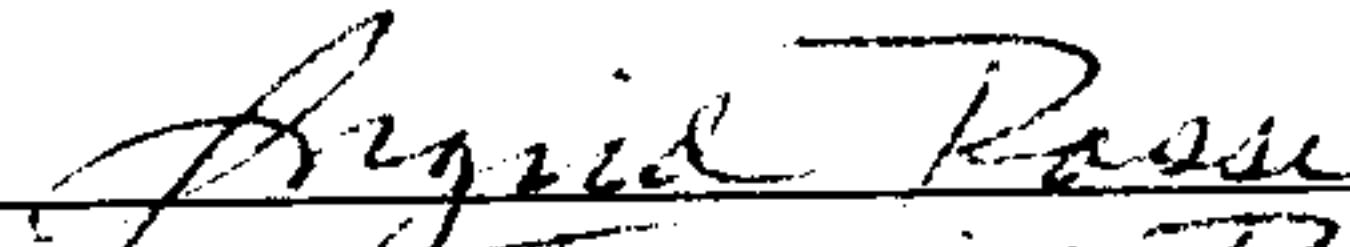

Print Name: _____
 **NOTARY PUBLIC**
GINA B. SWEENEY
Commission Number # 02122
STATE OF LOUISIANA
PARISH OF ST. LANDRY
My Commission Expires _____



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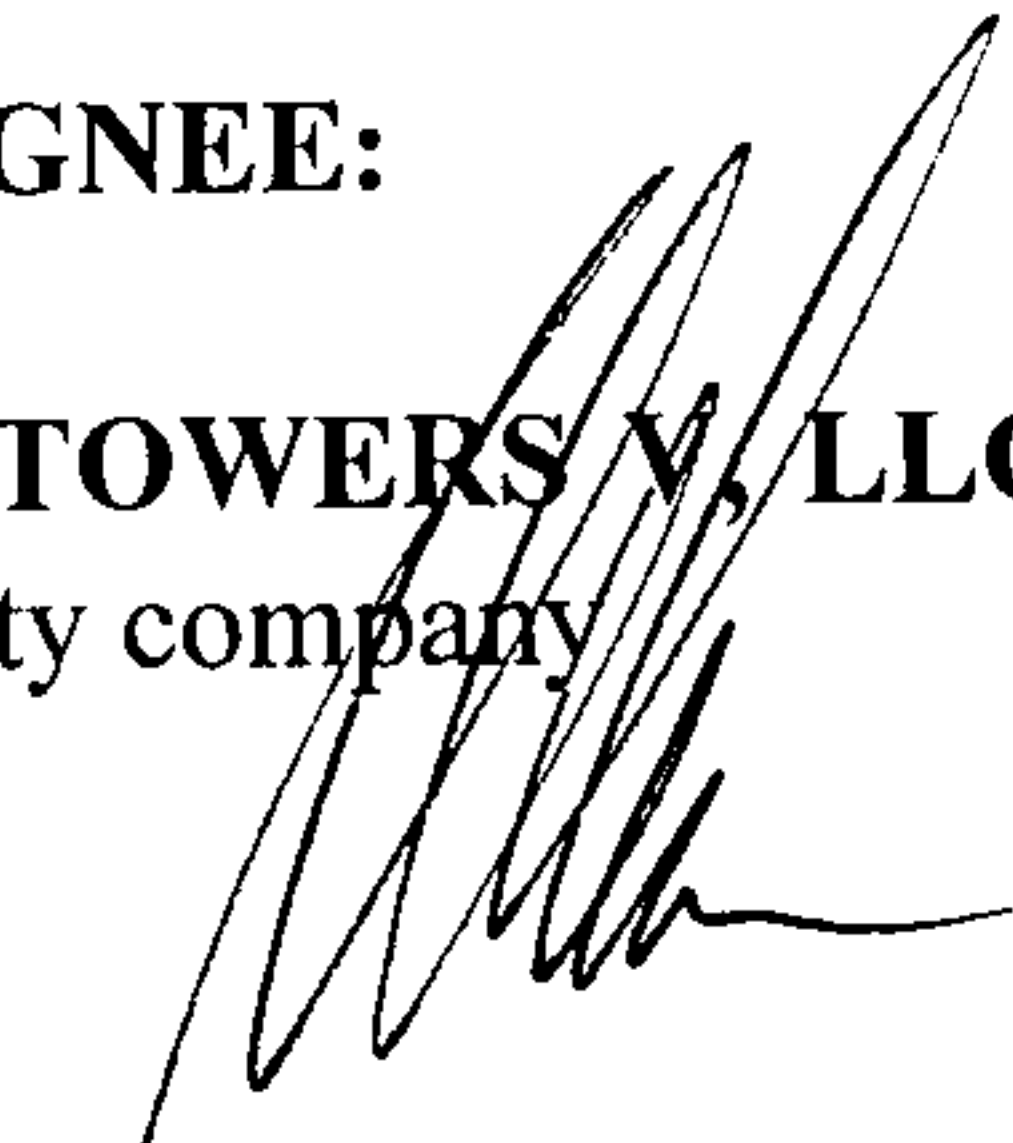
Witnesses:


Print Name: Nicole Pocchia


Print Name: Ingrid Rossi

ASSIGNEE:

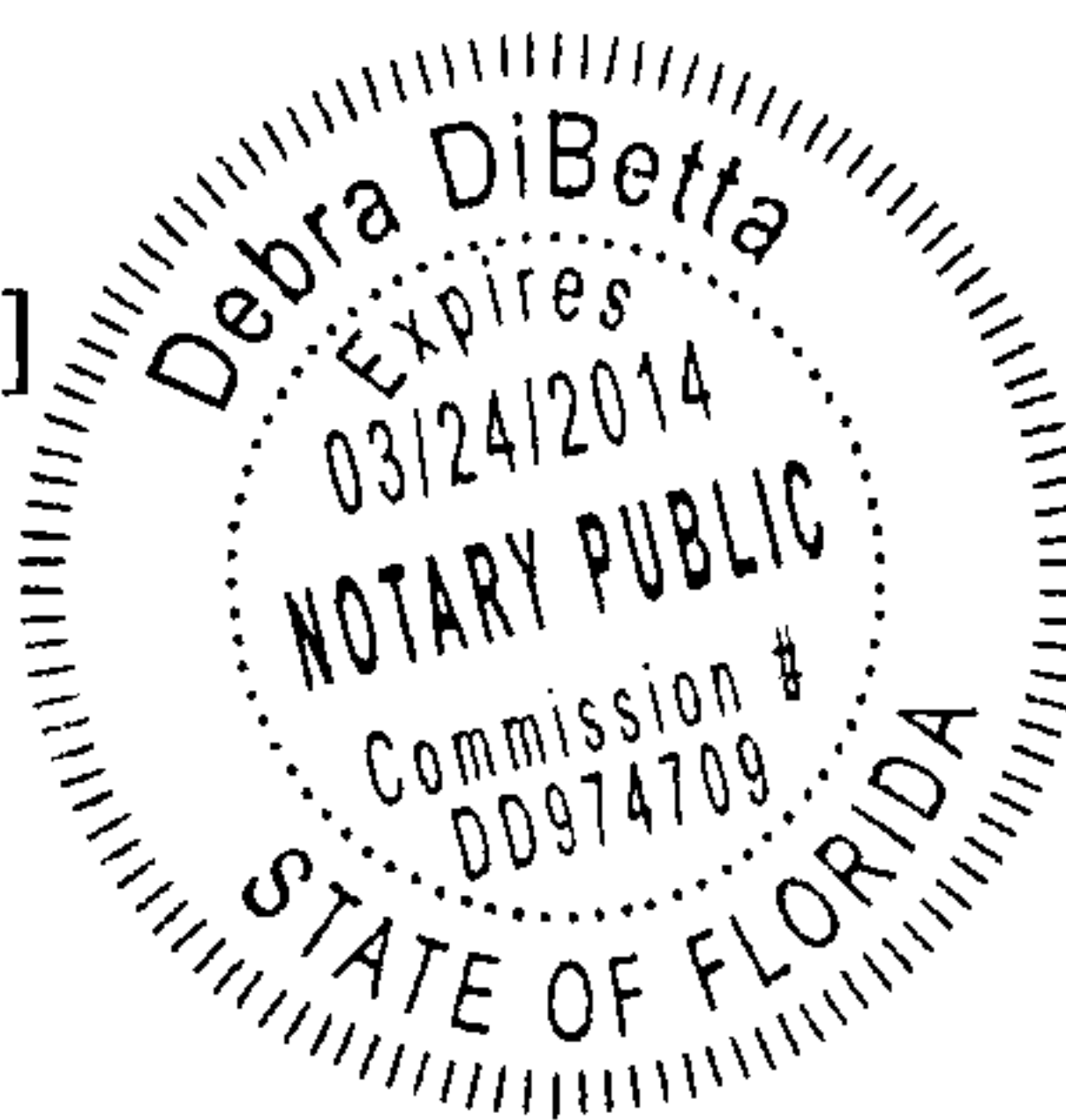
SBA TOWERS V, LLC, a Florida limited liability company


By: 
Neil Seidman
Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 11th day of June, 2013, by Neil Seidman, Vice President of SBA TOWERS V LLC, a Florida limited liability company, on behalf of the company, who is personally known to me.

[NOTARIAL SEAL]




Print Name: Debra DiBetta
NOTARY PUBLIC - FLORIDA
Commission Number: DD974709
My Commission Expires: 3/24/14



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EXHIBIT "A"

Real Property

AL15345-A, Kracker Springs, AL

100' X 100' LEASE AREA

A lease area being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to the Point of Beginning; thence N 53°12'14" W a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 100.00 feet to the Point of Beginning.

The above described parcel of land contains 0.23 acres, more or less.

40' INGRESS/EGRESS & UTILITY EASEMENT

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

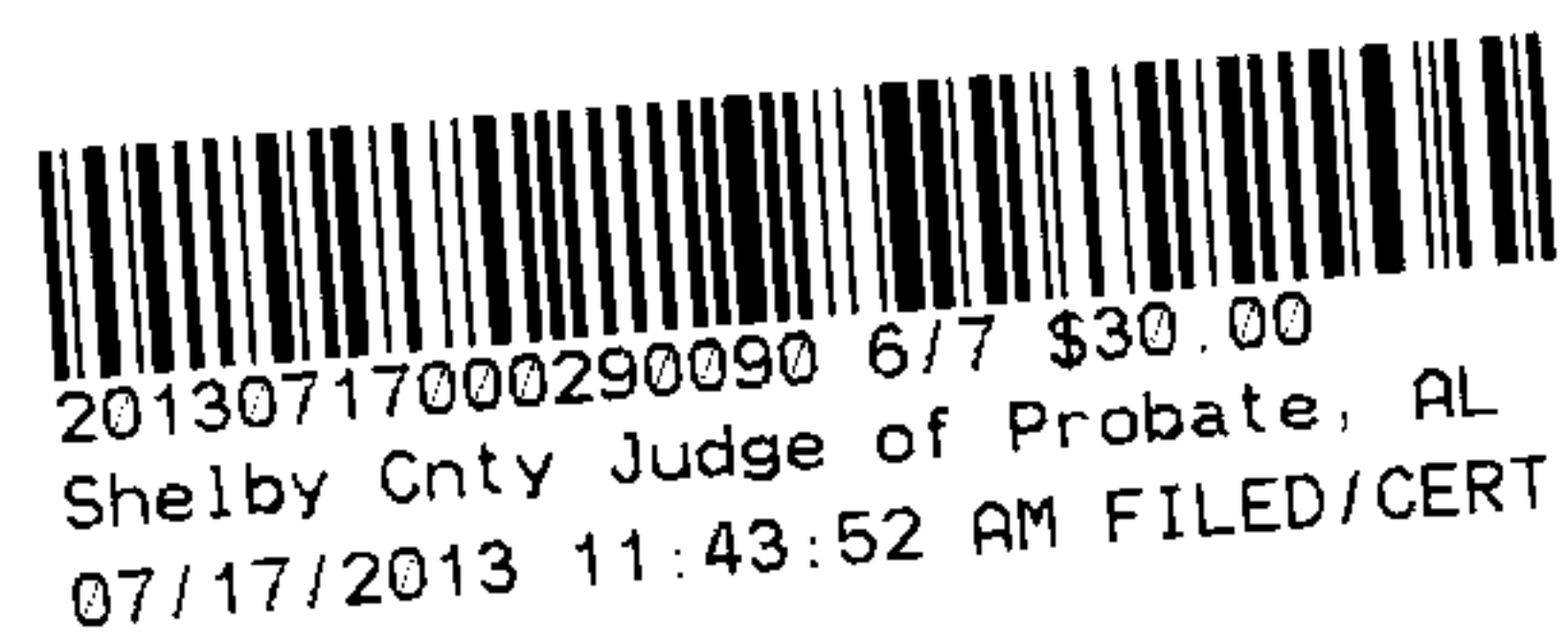
Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress & Utility Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 05°18'48" W a distance of 502.06 feet to a point; thence S 26°58'10" E a distance of 13.21 feet, more or less the westerly right-of-way line of State Highway 145 and the Point of Ending.

The bounds of said described easement to adjoin lease area and right-of-way contiguously and contain 0.47 acres, more or less.

40' GUY ANCHOR EASEMENT 'A'

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 20°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS); thence N 53°12'14" W a distance of 69.59 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 58°11'31" W a distance of 188.39 feet to the Point of Ending.



The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'B'

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 2;0°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 10.08 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence N 01°48'29" W a distance of 183.73 feet to the Point of Ending.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

40' GUY ANCHOR EASEMENT 'C'

An easement being a portion of that certain tract of land as described in Deed Book 325 at Page 422, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SE 1/4 of Section 9, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" square bar found in place at the SW corner of the SE 1/4 of said Section 9, said square bar also being the SW corner of said certain tract of land as described in Deed Book 325 at Page 422; thence N 89°06'35" E along the southerly line of said certain tract a distance of 214.88 feet to a steel beam found in place on the westerly right-of-way line of State Highway 145; thence N 2;0°22'44" E leaving said right-of-way a distance of 1020.96 feet to a 5/8" rebar set (CA-627-LS) thence N 53°12'14" W a distance of 100.00 feet to a point; thence N 36°47'46" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 53°12'14" E a distance of 100.00 feet to a 5/8" rebar set (CA-627-LS); thence S 36°47'46" W a distance of 42.43 feet to the Point of Beginning of a Guy Anchor Easement being 40 feet wide and lying 20 feet each side of and parallel to the following described centerline; thence S 61°48'29" E a distance of 206.00 feet to the Point of Beginning.

The bounds of said described easement to adjoin lease area contiguously and contain 0.17 acres, more or less.

LESS AND EXCEPT any and all rights-of-way over and across the above described easement.



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