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Shelby Cnty Judge of Probate, AL
08/14/2013 10:30:10 AM FILED/CERT

After recording, return to:

Hartman Simons & Wood LLP
6400 Powers Ferry Road, Suite 400
Atlanta, Georgia 30339
Attn: Yvette Fallone-Tietje, Esq.

Cross Reference:

Instrument#20130117000024820
Probate Office of Shelby County,
Alabama

ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE
(CIG0227AL – Island Road)

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE (this “Assignment”), is made effective as of the 31st day of July, 2013 (“Effective Date”), by and between **SOUTHERN TOWER ANTENNA RENTAL II, L.L.C.**, a Louisiana limited liability company having an address of 119 Veterinarian Road, Lafayette, LA 70507 (“Assignor”), and **CIG COMP TOWER, LLC**, a Delaware limited liability company, with an address of Five Concourse Parkway, Suite 3150, Atlanta, Georgia 30328 (“Assignee”).

RECITALS:

WHEREAS, The Westervelt Company, Inc., as landlord (“Landlord”), and Assignor, as tenant, entered into that certain Option and Lease Agreement having an effective date of April 18, 2012, as evidenced by that certain Memorandum of Lease dated September 18, 2013 and recorded as Instrument #20130117000024820 in the Probate Office of Shelby County, Alabama (as assigned and as amended or modified from time to time, the “Real Property Lease”);

WHEREAS, the Real Property Lease covers the property more particularly described on Exhibit “A” attached hereto and incorporated herein by this reference (the “Leased Premises”); and

WHEREAS, Assignor, Southern Tower Antenna Rental, L.L.C. and Assignee have entered into that certain Asset Purchase Agreement dated as of May 17, 2013 (as assigned and as amended or modified from time to time, the “Purchase Agreement”), providing for, among other things, the transfer and assignment of the Real Property Lease;

WHEREAS, in accordance with the terms and conditions of the Purchase Agreement, Assignor and Assignee desire to execute this Assignment for the purpose of evidencing the assignment by Assignor to Assignee of the Real Property Lease.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Recitals; Defined Terms. The Recitals in this Assignment are true and correct, constitute an integral part of this Assignment, and are incorporated herein by this reference. Capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement.

2. Representations and Warranties. Assignor hereby represents and warrants to Assignee that Assignor is the absolute owner of the Real Property Lease, that the Real Property Lease is in full force and effect and that Assignor has full right, power and authority to transfer and assign the Real Property Lease to Assignee. Assignor and Assignee each represent and warrant that this Assignment is the legal, valid and binding obligations of each party and will be enforceable against them in accordance with its terms.

3. Assignment of Real Property Lease. As of the Effective Date, Assignor does hereby convey, grant, assign and transfer to Assignee all of Assignor's rights, title and interest in and to the Real Property Lease, including, without limitation, all of Assignor's right, title and interest in and to (i) the leasehold estate as set forth in the Real Property Lease, (ii) all rights to easements and/or licenses which authorize ingress and egress to the property described in the Real Property Lease and/or the placement of utilities, (iii) all other rights, privileges and appurtenances owned by Assignor, reversionary or otherwise, and in any way related to the Real Property Lease, and (iv) all security deposits, rents or other sums paid by Assignor in connection with the Real Property Lease.

4. Assumption of Real Property Lease. Assignee does hereby agree, assume and accept to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Real Property Lease first arising from and after the Effective Date and all the terms and conditions of all related easements and ancillary agreements with respect to the Real Property Lease first arising from and after the Effective Date.

5. Indemnity. Assignee agrees, at its sole cost and expense, to indemnify, defend and hold harmless Assignor from and against any and all losses, costs, claims, liabilities, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings, actions of action or demand of whatever nature ("Claims") whatsoever arising out of or in any way connected to this Assignment or the assignment and transfer of Assignor's obligations under the Real Property Lease to Assignee as herein provided which arise from and after the Effective Date of this Assignment, except for Claims arising out of Assignor's failure to perform and discharge all of the terms, covenants, conditions and agreements as lessee or tenant under the Real Property Lease prior to the Effective Date.

6. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Assignment, any provision hereof or any matter arising therefrom, the prevailing party is entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in any bankruptcy action, at trial or on appeal.

7. Other Documentation. Assignor agrees without additional consideration to execute and deliver to Assignee any and all additional forms of assignment and other instruments and documentation as that may be reasonably necessary or desirable to transfer or evidence the transfer to Assignee of any of Assignor's right, title and interest to the Real Property Lease transferred by this Assignment.

8. Counterparts; Successors and Assigns. This Assignment may be executed in separate counterparts, each of which shall be deemed to be an original, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

9. Notices. Any notice, communication, request or reply (hereinafter collectively, any "Notice") in this Assignment which is required or permitted to be given shall be given in writing and shall be deemed to have been delivered and effective to the receiving party as follows: (i) upon three (3) business days after deposit, when sent by certified first-class or return receipt requested, postage prepaid, (ii) upon one (1) business day after deposit, when sent overnight by nationally recognized courier service, postage prepaid, or (iii) upon delivery when personally delivered to the receiving party (which if other than an individual shall be an officer or other responsible person of the receiving party). All Notices shall be addressed to the parties as set forth below. Either party may change the address to which Notice to be given under this Assignment is to be delivered by giving the other party notice of such change in accordance with this section.

Notices to Assignor shall be addressed as follows:

Southern Tower Rental II, L.L.C.
119 Veterinarian Road
Lafayette, LA 70507
Attention: Carrol Castille

Notices to Assignee shall be addressed as follows:

CIG Comp Tower, LLC
Five Concourse Parkway, Suite 3150
Atlanta, Georgia 30328
Attention: Chief Executive Officer

With a mandatory copy to:

CIG Wireless Corp.
Five Concourse Parkway, Suite 3100
Atlanta, Georgia 30328
Attention: Legal Department

10. Governing Law. This Assignment shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Alabama without giving effect to any of its conflict of laws principles.

11. Partial Invalidity. The provisions hereof shall be deemed independent and severable, and the invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

12. Joint Work Product. Should any provision of this Assignment require judicial interpretation, it is agreed that the court interpreting or construing same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared same. The parties agree that each has participated equally in the preparation of this Assignment.

13. Notice Address Under the Real Property Lease. The name and notice address of Assignee ("Tenant") under the Real Property Lease shall now be as follows:

CIG Comp Tower, LLC
Five Concourse Parkway, Suite 3150
Atlanta, Georgia 30328
Attention: Chief Executive Officer

With a mandatory copy to:

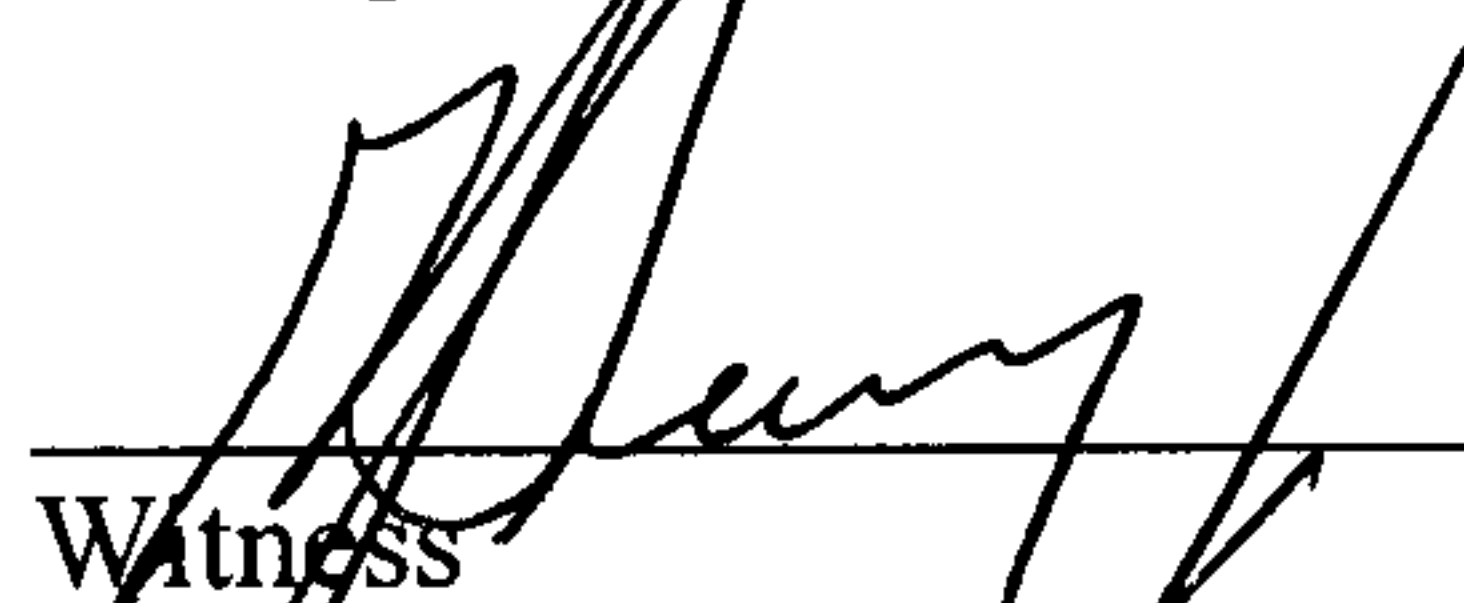
CIG Wireless Corp.
Five Concourse Parkway, Suite 3100
Atlanta, Georgia 30328
Attention: Legal Department

14. Entire Agreement; Amendment; Waiver. This Assignment, the Purchase Agreement and the documents executed in connection therewith contain the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and supersedes all prior discussions, understandings, and agreements (whether oral or written) between them with respect thereto. No amendment to, or modification or waiver of, any of the terms of this Assignment shall be valid unless in writing and signed by the party against whom enforcement of such amendment, modification or waiver is sought.


IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed pursuant to due authority as of the Effective Date.

ASSIGNOR:

Signed, sealed and delivered
in the presence of:

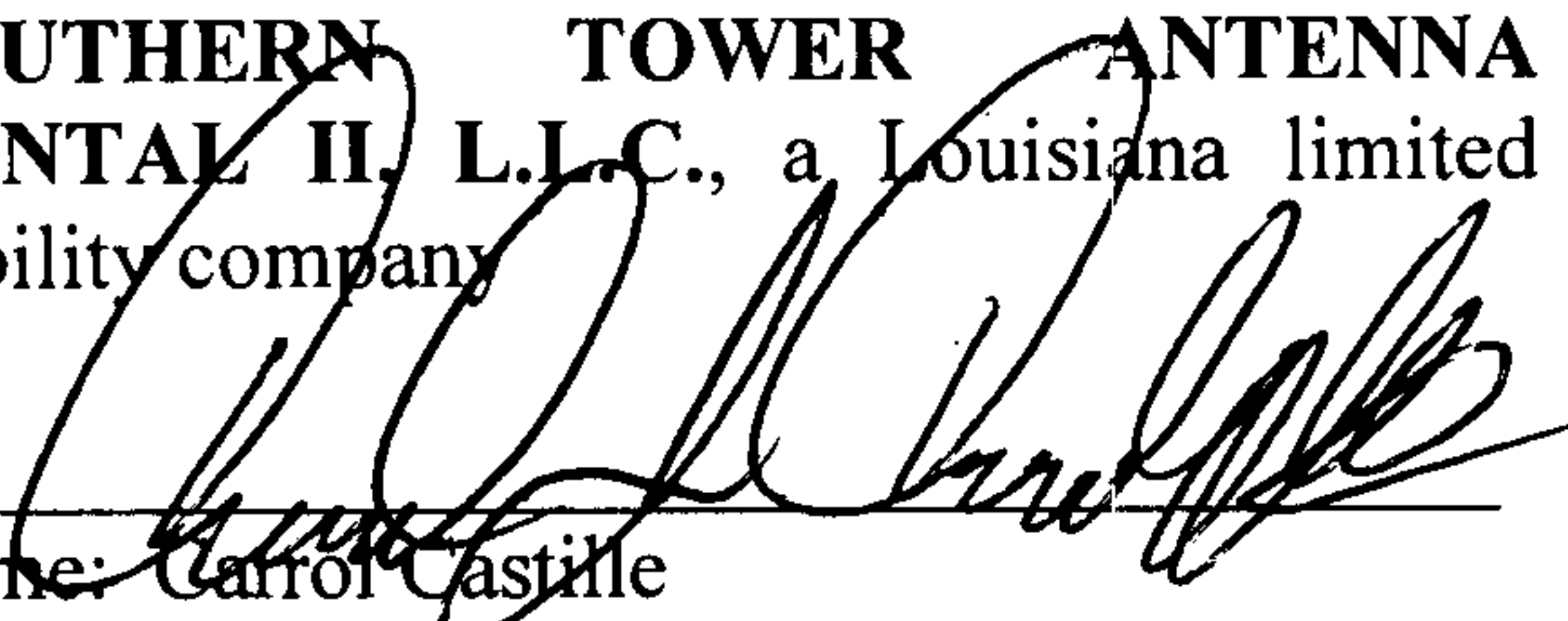


Witness



Witness

**SOUTHERN TOWER ANTENNA
RENTAL II, L.L.C.**, a Louisiana limited
liability company


By: 
Name: Carol Castille
Title: Manager


State of Louisiana
County of Lafayette

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Carol Castille the Manager of SOUTHERN TOWER ANTENNA RENTAL II, L.L.C., a Louisiana limited liability company, whose name 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand, at office, this 29 day of July, 2013.

NOTARY SEAL



Notary Public
My Commission Expires:  OFFICIAL SEAL
GINA B. SWEENEY
NOTARY ID # 92122
STATE OF LOUISIANA
PARISH OF ST. LANDRY
My Commission is for Life

Signed, sealed and delivered
in the presence of:

Raura Alfert
Witness

Wette Pallone-Letge
Witness

ASSIGNEE:

CIG COMP TOWER, LLC, a Delaware
limited liability company

By: Specialty Towers Management, LLC, a
Delaware limited liability company, its
Manager

By: [Signature]
Name: Paul McGinn
Title: Chief Executive Officer

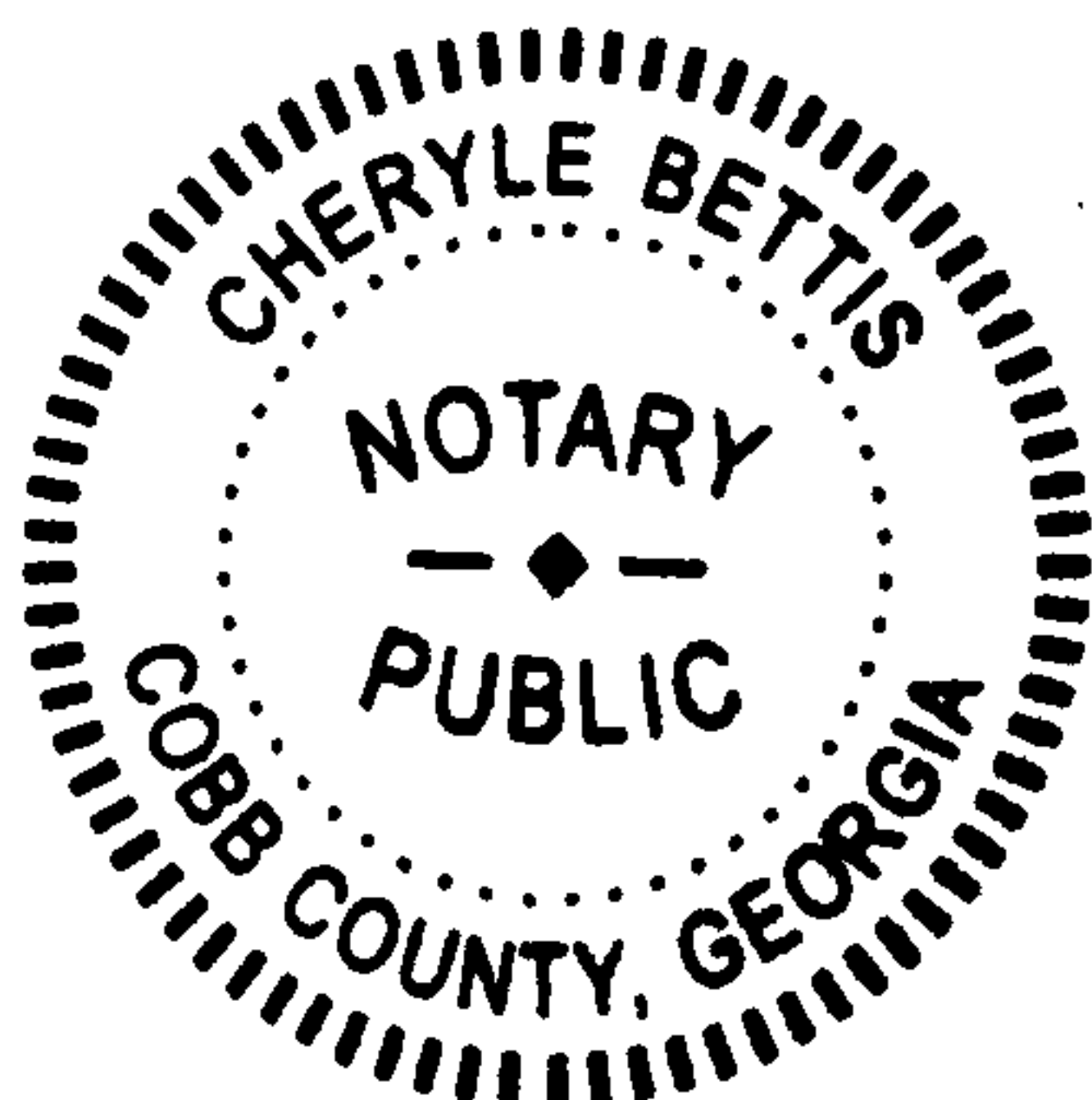
State of Georgia
County of Fulton

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Paul McGinn, the Chief Executive Officer of SPECIALTY TOWERS MANAGEMENT, LLC, a Delaware limited liability company, Manager of CIG COMP TOWER, LLC, a Delaware limited liability company, whose name 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 such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Witness my hand, at office, this 31 day of July, 2013.

Cheryl Bettis
Notary Public
My Commission Expires:

NOTARY SEAL



My commission expires June 29, 2017



EXHIBIT A

Description of the Leased Premises

~~PROPOSED~~ 60'X60' LEASE AREA

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA; THENCE S20°51'14"E A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S69°08'46"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N20°51'14"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N69°08'46"E A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE S20°51'14"E A DISTANCE OF 60.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRE (3,600 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

~~PROPOSED~~ 40' WIDE ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.