

**Prepared by and please return to:**

Kathryn Merce  
TriStar Investors, Inc.  
Whitehall Towers, 3rd Floor  
470 Streets Run Road  
Pittsburgh, PA 15236  
Tel: (412) 368-4624

ATC Site Number: 276872  
TriStar Site Number: 139215

**ASSIGNMENT AND ASSUMPTION  
OF EASEMENT AND NET PROFITS AGREEMENT**

This Assignment and Assumption of Easement and Net Profits Agreement (this "**Agreement**") is made and entered into effective as of DECEMBER 3, 2014 (the "**Effective Date**") by and between Arcturus Land Enterprises, LLC, a Delaware limited liability company with a mailing address of Whitehall Towers, 3<sup>rd</sup> Floor, 470 Streets Run Road, Pittsburgh, PA 15236 ("**Assignee**"), and American Towers LLC, a Delaware limited liability company with a mailing address of 10 Presidential Way, Woburn, MA 01801 ("**Assignor**").

Recitals

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 9, 2014 (the "**APA**"), pursuant to which Assignor and Assignee are transferring certain assets, including, without limitation, real property interests, to each other.

B. Assignor currently has an easement interest pursuant to that certain Wireless Communication Easement and Assignment Agreement dated July 31, 2009 (as the same may have been amended, modified, and/or assigned from time to time, collectively, the "**Easement**") between Assignor, as grantee, and KDR Construction, L.L.C., as grantor ("**Grantor**"), which was recorded in/as Instrument No. 20090917000356170 in the public records of Shelby County, Alabama, granting an easement to all or a portion of that certain real property as more

particularly described in Exhibit A attached hereto and by this reference made a part hereof. The Easement area is described in Exhibit B attached hereto and by this reference made a part hereof.

C. Assignor is also a party to that certain Net Profits Agreement dated July 31, 2009 by and between Assignor and Grantor (as the same may have been amended, modified, and/or assigned from time to time, collectively, the "Net Profits Agreement"; and together with the Easement, the "Easement Documents").

D. In accordance with and subject to the terms and conditions of the APA, Assignor desires to assign all of its right, title and interest in and to the Easement Documents to Assignee, and Assignee desires to acquire and assume all of Assignor's rights and obligations under the Easement Documents.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Easement Documents. As of the Effective Date, Assignor hereby assigns, transfers, and sets over unto Assignee all of the right, title and interest of Assignor in, to and under the Easement Documents, subject to the terms, covenants and conditions contained in the Easement Documents.
2. Assumption of Easement Documents. Effective as of the Effective Date, Assignee hereby accepts the foregoing assignment on the terms and conditions set forth in this Agreement, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Easement Documents on the part of the Assignor to be kept, observed and performed which accrue on and after the Effective Date, with the same force and effect as if the Assignee instead of Assignor (or its predecessor) had originally signed the Easement Documents.
3. Terms of APA Control. The provisions of this Agreement are subject, in all respects, to the terms and conditions of the APA, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Agreement to the extent provided in the APA. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the APA. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the APA, the terms and conditions of the APA shall control.
4. Amendments. This Agreement may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Agreement.
5. Headings. The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this

Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise.

6. Successors and Assigns. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

7. Governing Law. The laws of the state in which the property subject to the Easement is located shall govern the validity, construction, enforcement and interpretation of this Agreement.

8. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement and all of which together shall constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

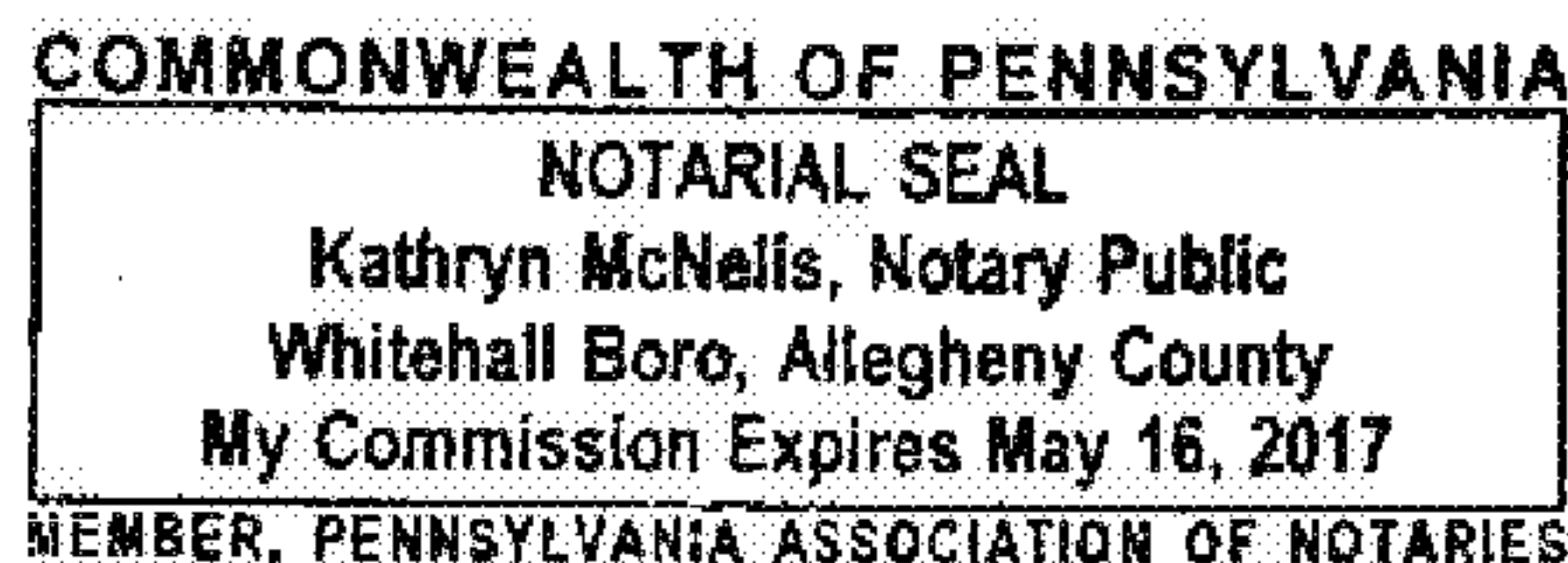
ASSIGNEE:

Arcturus Land Enterprises, LLC  
a Delaware limited liability company

By: [Signature]  
Name: John P. Lemmon  
Title: Vice President and General Counsel

COMMONWEALTH OF PENNSYLVANIA }  
COUNTY OF ALLEGHENY } ss.

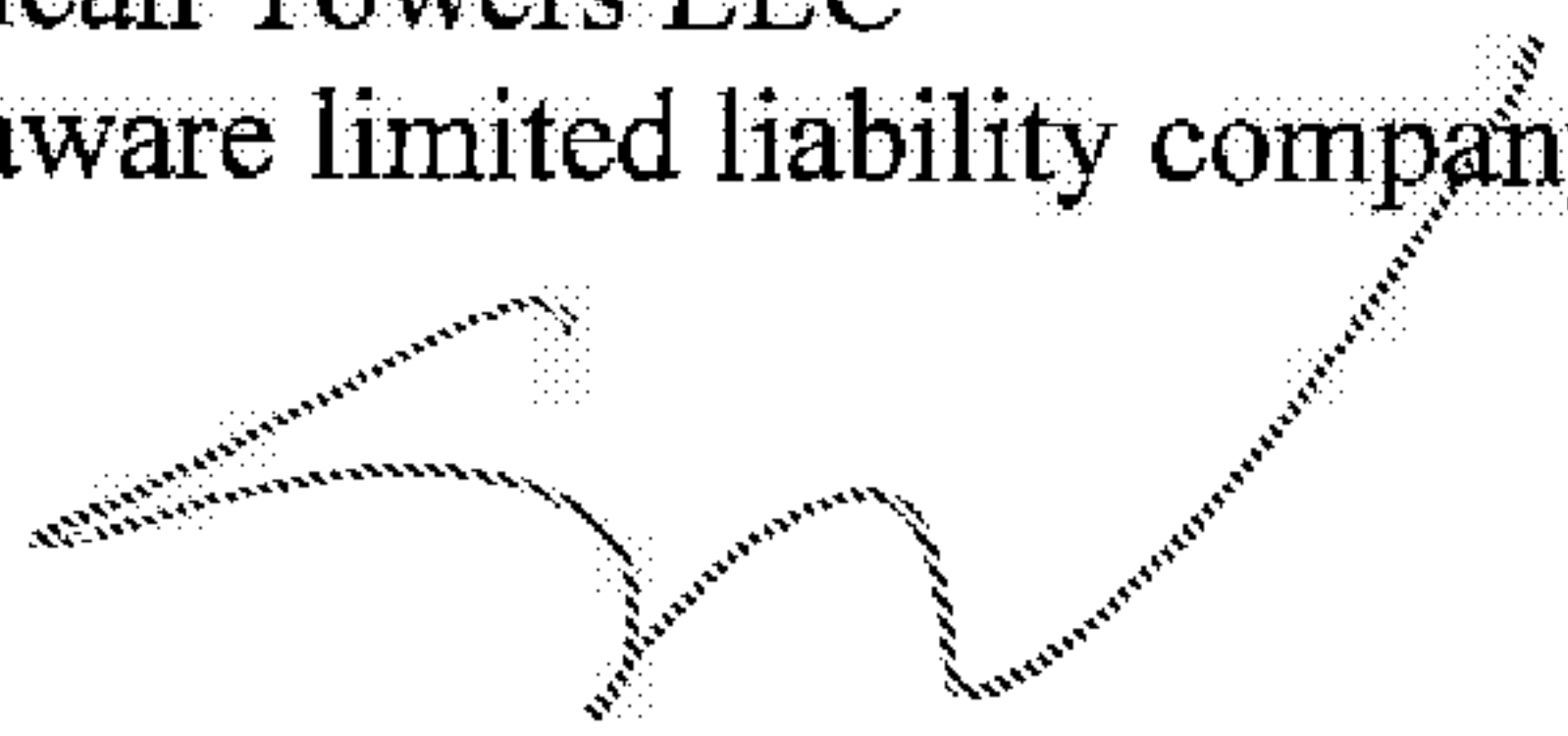
On this 3rd day of December, 2014, before me, the undersigned notary public, personally appeared John P. Lemmon, Vice President and General Counsel of Arcturus Land Enterprises, LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.



Kathryn McNeilis  
Notary Public  
Print Name Kathryn McNeilis

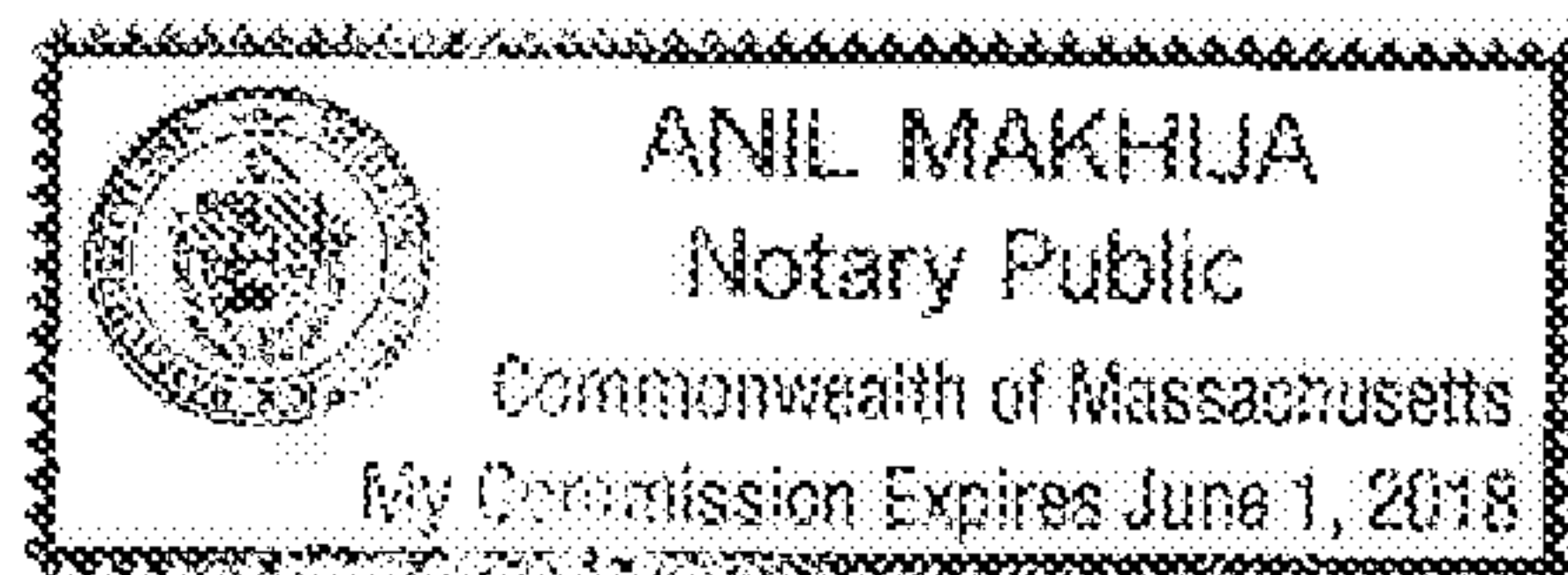
ASSIGNOR:

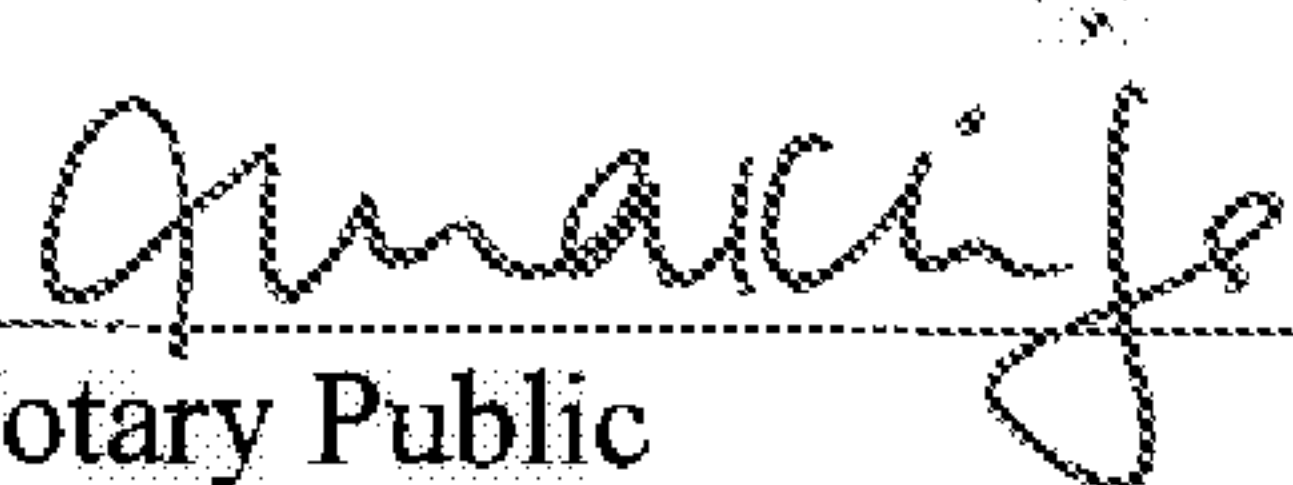
American Towers LLC  
a Delaware limited liability company

By:   
Name: Shawn Lanier  
Title: Vice President Legal

COMMONWEALTH OF MASSACHUSETTS }  
COUNTY OF MIDDLESEX } ss.  
}

On this 30<sup>th</sup> day of October, 2014, before me, the undersigned notary public, personally appeared Shawn Lanier, Vice President Legal of American Towers LLC, proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.



  
Notary Public

Print Name: Anil Makhija

EXHIBIT A

Legal Description of Property

Lot 3, according to the Survey of Eagle Point Office Park, as recorded in Map Book 26, Page 2, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

AND BEING the same property conveyed to KDR Construction, L.L.C. from David I. Smelcer by General Warranty Deed recorded on October 17, 2001 in Instrument No. 2001-45014.

Tax Parcel No. 09-3-08-G-006-003.000

EXHIBIT B

Legal Description of Easement Area

Communication Easement

A parcel of land lying in Section 8, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Existing Space:

COMMENCING at a 1/2" capped rebar found at the Northwest Corner of a parcel of land as described in Instrument 2001, Page 45014 as recorded in the Judge of Probate Office of said County; said point also being on the right-of-way line of Eagle Point Corporate Drive; thence run S 24° 28' 32" W for a distance of 62.70 feet to a 1/2" capped rebar found at the Westernmost Corner of said parcel; thence S 51° 40' 38" E for a distance of 185.33 feet to a 5/8" capped rebar set and the POINT OF BEGINNING; thence S 59° 25' 52" E for a distance of 20.00 feet to a 5/8" capped rebar set; thence S 30° 34' 08" W for a distance of 30.00 feet to a 5/8" capped rebar set; thence N 59° 25' 52" W for a distance of 20.00 feet to a 5/8" capped rebar set; thence N 30° 34' 08" E for a distance of 30.00 feet to the POINT OF BEGINNING.

Additional Space:

BEGINNING at the northwest corner of the above described Existing Space; thence S 59° 25' 52" E for a distance of 20.00 feet; thence N 30° 34' 08" E for a distance of 15.00 feet; thence N 59° 25' 52" W for a distance of 20.00 feet; thence S 30° 34' 08" W for a distance of 15.00 feet to the POINT OF BEGINNING.

Access and Utility Easements

All rights of ingress and egress across the Property, more fully described on Exhibit "A" hereof, to and from the Communication Easement described in Exhibit B hereof, providing access to a publicly dedicated roadway, including but not limited to Eagle Point Corporate Drive (hereinafter the "Access Easement"), along with the right to use said Access Easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and any related activities and uses. Said easement being more fully described as follows:

**Access Easement:**

An easement lying in Section 8, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1/2" capped rebar found at the Northwest Corner of a parcel of land as described in Instrument 2001, Page 45014 as recorded in the Judge of Probate Office of said County; said point also lying on the right-of-way line of Eagle Point Corporate Drive; thence run S 24° 28' 32" W for a distance of 62.70 feet to a 1/2" capped rebar found at the Westernmost Corner of said parcel; thence S 51° 40' 38" E for a distance of 185.33 feet to a 5/8" capped rebar set (LS#19753); thence S 59° 25' 52" E for a distance of 20.00 feet to a 5/8" capped rebar set (LS#19753); thence S 30° 34' 08" W for a distance of 30.00 feet to a 5/8" capped rebar set (LS#19753); thence N 59° 25' 52" W for a distance of 20.00 feet to a 5/8" capped rebar set (LS# 19753); thence N 30° 34' 08" E for a distance of 5.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 10 feet in width and lying 5 feet each side of the following described centerline; thence N 59° 25' 52" W for a distance of 11.98 feet to a point; thence N 24° 00' 57" E for a distance of 153.59 feet to a point; thence N 66° 54' 32" W a distance of 113.72 feet to a point; thence S 88° 15' 20" W a distance of 19.34 feet to a point; thence S 84° 08' 27" W a distance of 41.41 feet, more or less, to the Easterly right-of-way line of Eagle Point Corporate Drive and the Point of Ending. Said above described easement contains 0.08 acres, more or less.

**Utility Easement:**

An easement lying in Section 8, Township 19 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a ½" capped rebar found at the Northwest Corner of a parcel of land as described in Instrument 2001, Page 45014 as recorded in the Judge of Probate Office of said County; said point also lying on the right-of-way line of Eagle Point Corporate Drive; thence run S 24° 28' 32" W for a distance of 62.70 feet to a ½" capped rebar found at the Westernmost Corner of said parcel; thence S 51° 40' 38" E for a distance of 185.33 feet to a 5/8" capped rebar set (LS#19753); thence S 59° 25' 52" E for a distance of 20.00 feet to a 5/8" capped rebar set (LS#19753); thence S 30° 34' 08" W for a distance of 30.00 feet to a 5/8" capped rebar set (LS#19753); thence N 59° 25' 52" W for a distance of 10.00 feet to the Point of Beginning of a Utility Easement being 20 feet in width and lying 10 feet each side of the following described centerline; thence S 30° 34' 08" W for a distance of 35.71 feet to a point; thence N 31° 23' 20" W for a distance of 214.53 feet, more or less, to the Easterly right-of-way line of Eagle Point Corporate Drive and the Point of Ending. Said above described easement contains 0.12 acres, more or less.



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/29/2015 04:08:21 PM  
\$35.00 JESSICA  
20150129000031130

A handwritten signature in black ink, likely of the County Clerk, is written over the bottom right portion of the official stamp.