

20160627000222550
06/27/2016 12:47:28 PM
ASSIGN 1/7

When Recorded Return to:

Old Republic Title
530 South Main Street
Suite 1031
Akron, OH 44398

Prepared by:

Vertical Bridge Holdco, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

16030646
Site ID: AL-5036
Site Name: Lay Lake

(Above Space For Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "**Assignment**") is entered into as of this 7 day of JUNE, 2016 (the "**Transfer Date**"), by and between VERTICAL BRIDGE HOLDCO, LLC a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignor**"), and VB-S1 ASSETS, LLC, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor's predecessor in interest, CIG COMP TOWER, LLC, a Delaware limited liability company ("**CIG COMP TOWER**"), and Assignee are wholly owned subsidiaries of Assignor;

WHEREAS, as part of a corporate restructuring, CIG COMP TOWER assigned and distributed the real property lease described on **Exhibit A** attached hereto and incorporated herein (the "**Lease**") to its direct parent company, CIG WIRELESS CORP., a Nevada corporation, which then assigned and distributed the Lease to its direct parent company, VERTICAL BRIDGE ACQUISITIONS, LLC, a Delaware limited liability company, which then assigned and distributed the Lease to its direct parent company, Assignor;

WHEREAS, to complete such corporate restructuring, Assignor shall assign, transfer, and contribute the Lease to its direct subsidiary, Assignee, pursuant to this Assignment.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Lease.** Assignor does hereby assign, transfer, and contribute unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as tenant in, to and under the Lease, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto the Assignee, its

successors and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the transfer, assignment and contribution of the Lease and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.

3. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

4. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Remainder of page intentionally left blank; signature pages immediately following]

[Assignor Signature page to Assignment and Assumption of Ground Lease]

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

Assignor:

Witness: Annette Sweet
Annette Sweet

Witness: Jordan Spitzberg
Jordan Spitzberg

VERTICAL BRIDGE HOLDCO, LLC
a Delaware limited liability company

By: [Signature]
Name: Daniel Marinberg
Title: Vice President

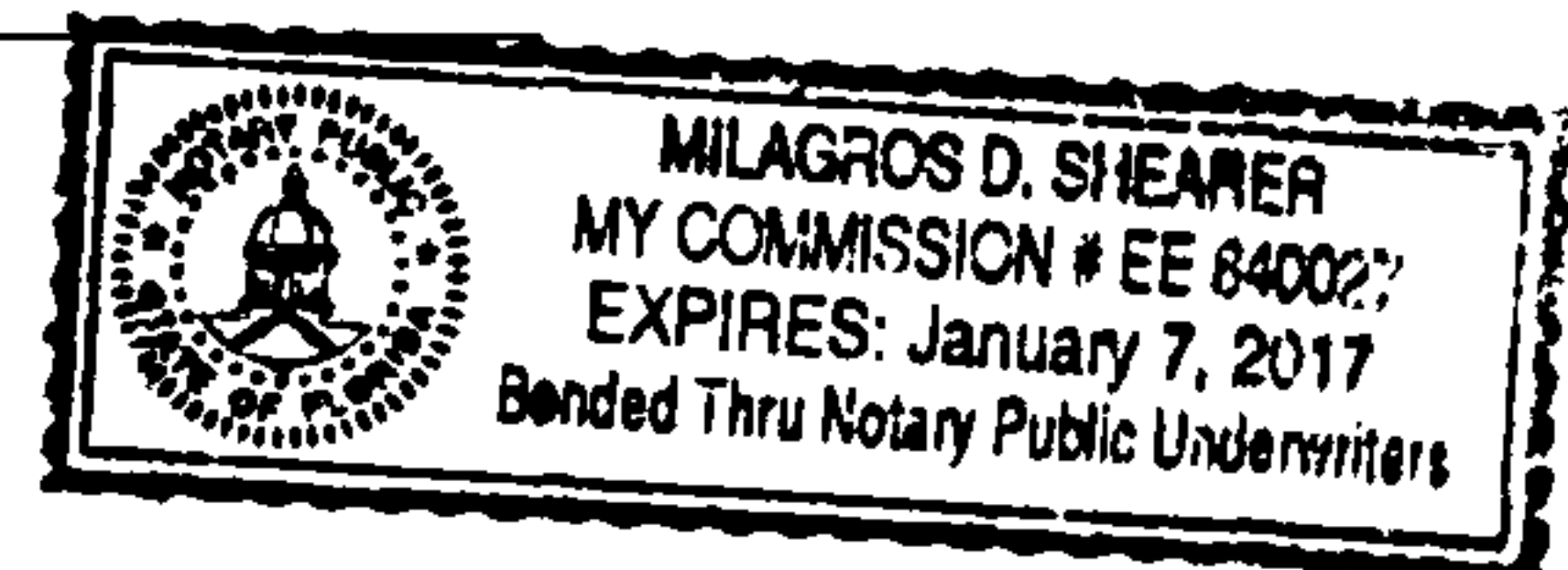
STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of June 2016 by Daniel Marinberg, the Vice President of VERTICAL BRIDGE HOLDCO, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Print Name: Milagros D. Shearer
My Commission Expires: _____

[NOTARY SEAL]



[Assignee Signature page to Assignment and Assumption of Ground Lease]

Assignee:

VB-S1 ASSETS, LLC
a Delaware limited liability company

Witness:

Annette Sweet

Witness:

Jordan Spitzberg
Annette Sweet

By:

[Signature]
Name: Daniel Marinberg
Title: Vice President

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

The foregoing instrument was acknowledged before me this 7 day of June, 2016 by Daniel Marinberg, the Vice President of VB-S1 ASSETS, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Milagros D. Shearer

Notary Public
Print Name: Milagros D. Shearer
My Commission Expires: _____

[NOTARY SEAL]

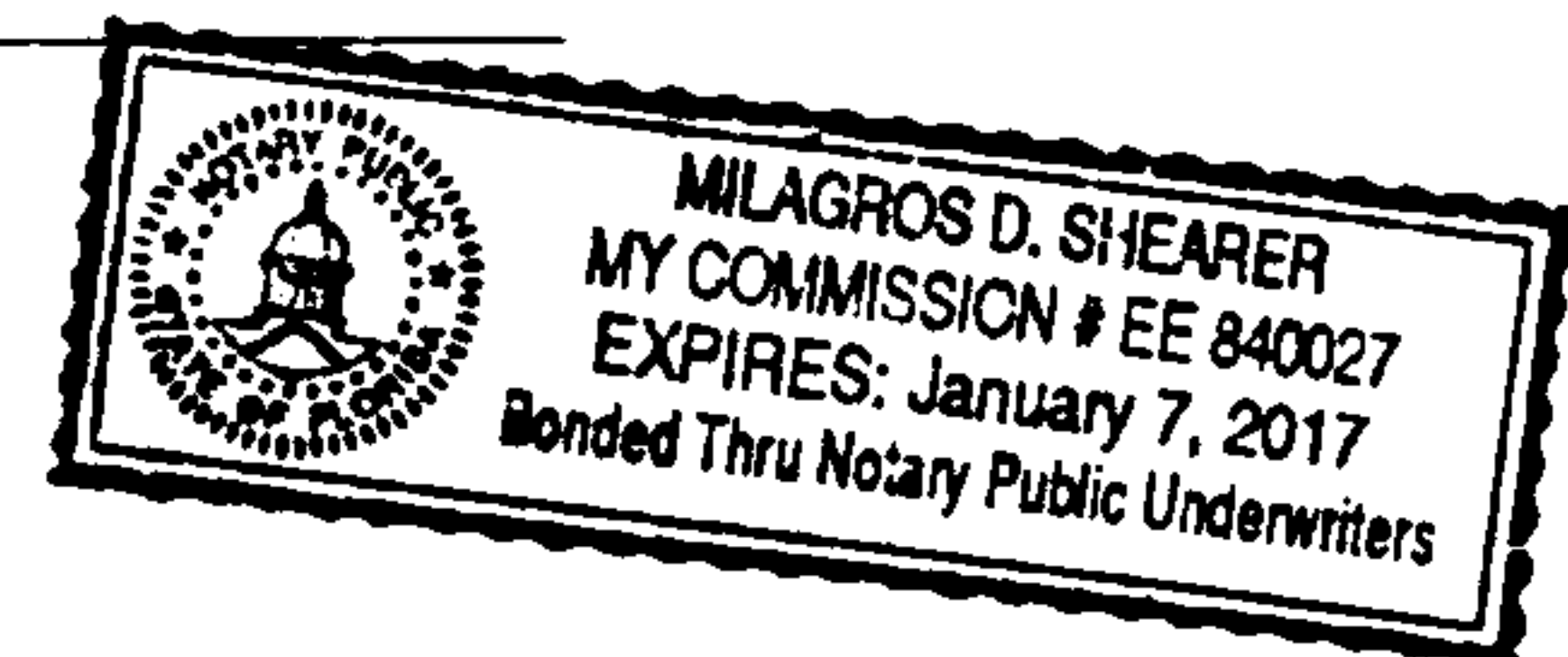


EXHIBIT A

Lease

Site Number:	AL-5036
Site Name:	Lay Lake
Landlord Name:	Elsie Jones
Original Tenant Name:	Southern Tower Antenna Rental II, LLC
Lease Exe Date:	May 17, 2011
Recording information for Lease:	

Instrument No.: 20121115000439300
Recorded: November 15, 2012
Shelby County, Alabama

Ground Lease Description:	See EXHIBIT A-1
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EXHIBIT A-1

Legal Description

100'x100'(AS SURVEYED)

A lease area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS) and the POINT OF BEGINNING; thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 87°49'11" E for a distance of 100.00 feet to the POINT OF BEGINNING.

The above described lease area contains 0.23 acres, more or less

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

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 15.01 feet to the POINT OF BEGINNING of an Ingress/Egress and Utility Easement being 40 feet in width and lying 20 feet on each side of the following described centerline; thence run S 34°06'57" E for a distance of 237.80 feet to a point; thence run S 30°03'04" E for a distance of 247.53 feet to a point; thence run S 23°47'12" W for a distance of 65.76 feet to the Northerly edge of asphalt of Highway 71 (a public right-of-way) and the POINT OF ENDING.

The bounds of said described easement to adjoin lease area and right-of-way of Highway 71 contiguously and contain 0.51 acres, more or less

LESS AND EXCEPT the right-of-way of Highway 71 over and across said described easement.

40' GUY ANCHOR EASEMENT 'A'(AS SURVEYED)

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 33.91 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run S 20°00'48" E for a distance of 198.15 feet to the POINT OF ENDING.

The bounds of said described easement to adjoin lease area contiguously and contain 0.18 acres, more or less.

40' GUY ANCHOR EASEMENT 'B'(AS SURVEYED)

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 60.78 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run N 80°00'48" W for a distance of 188.93 feet to the POINT OF ENDING.

The bounds of said described easement to adjoin lease area contiguously and contain 0.18 acres, more or less.

40' GUY ANCHOR EASEMENT 'C'(AS SURVEYED)

An easement area being a portion of that certain tract of land as described in Book 325, Page 595, as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of Section 13, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1" open top pipe found in place of the Northeast corner of the SW 1/4 of the NW 1/4 of Section 13, Township 24 North, Range 15 East; thence run S 72°21'07" W for a distance of 485.53 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 02°10'49" E for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run S 87°49'11" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 02°10'49" W for a distance of 100.00 feet to a set 5/8" capped rebar (SMW CA-627-LS); thence run N 87°49'11" E for a distance of 95.28 feet to the POINT OF BEGINNING of a Guy Anchor Easement being 40 feet in width and lying 20 feet on each side of the following centerline; thence run N 39°59'12" E for a distance of 174.56 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.

LESS AND EXCEPT any and all of Parcel No. 33-6-13-0-002-029.00 over and across said described easement.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/27/2016 12:47:28 PM
\$32.00 CHERRY
20160627000222550