

20160628000225130
06/28/2016 02:33:28 PM
ASSIGN 1/6

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.

16030224

Site ID: AL-5032

(Above Space For Recorder's Use Only)

Site Name: Island Road

Parcel ID: 33-7-26-0-000-001.000

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:

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.

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.

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.

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.

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

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

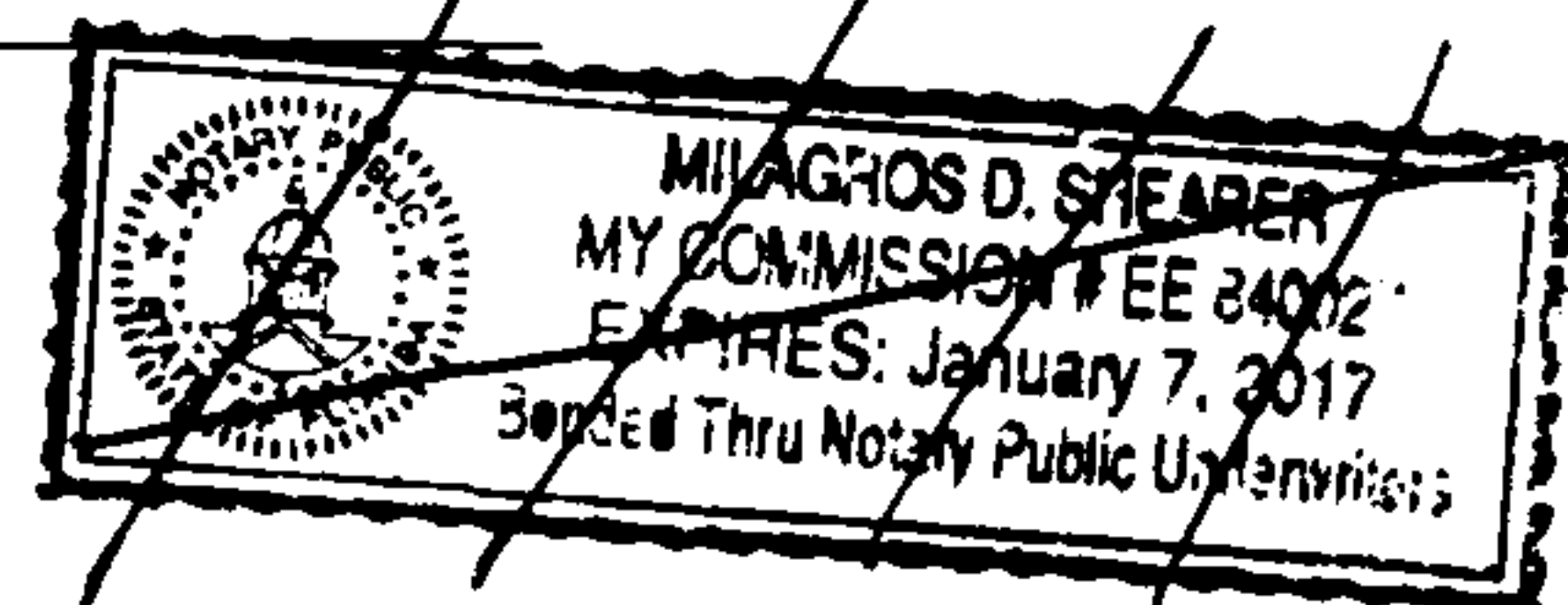
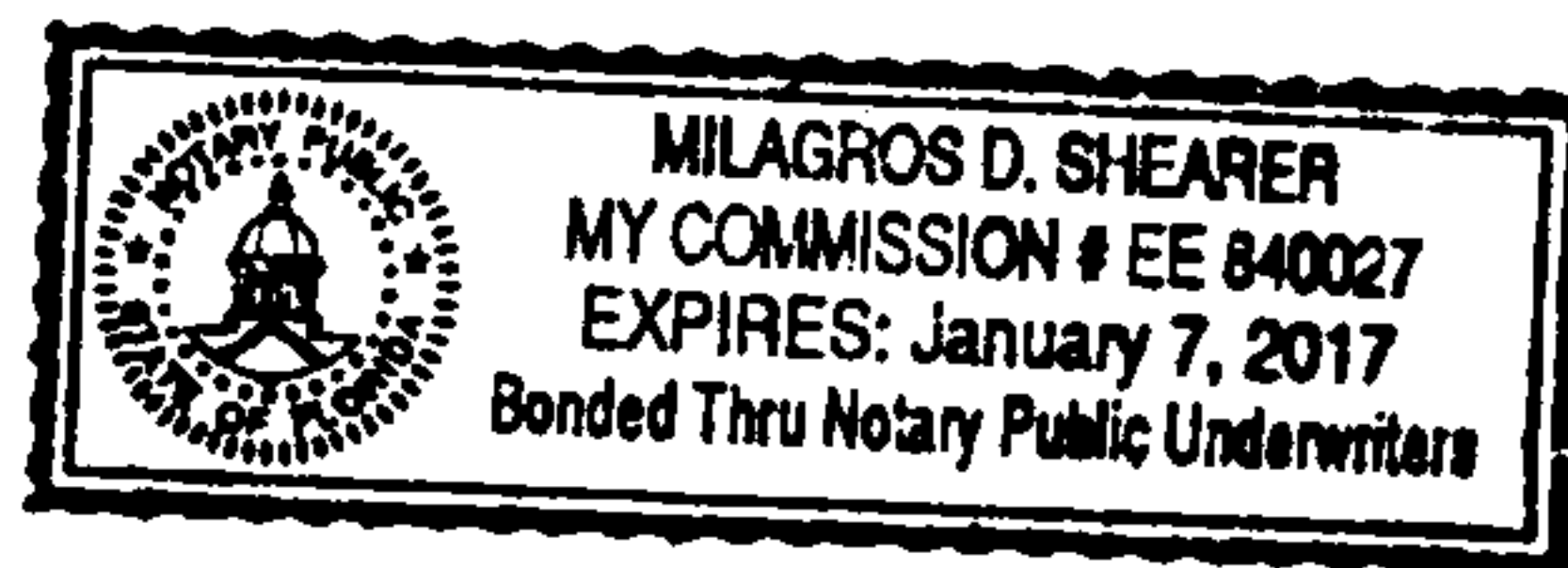
STATE OF: FLORIDA

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 Milagros D. Shearer
Print Name: _____
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
Annette Sweet

Witness:

Jordan Spitzberg
Jordan Spitzberg

By:

Daniel Marinberg
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]

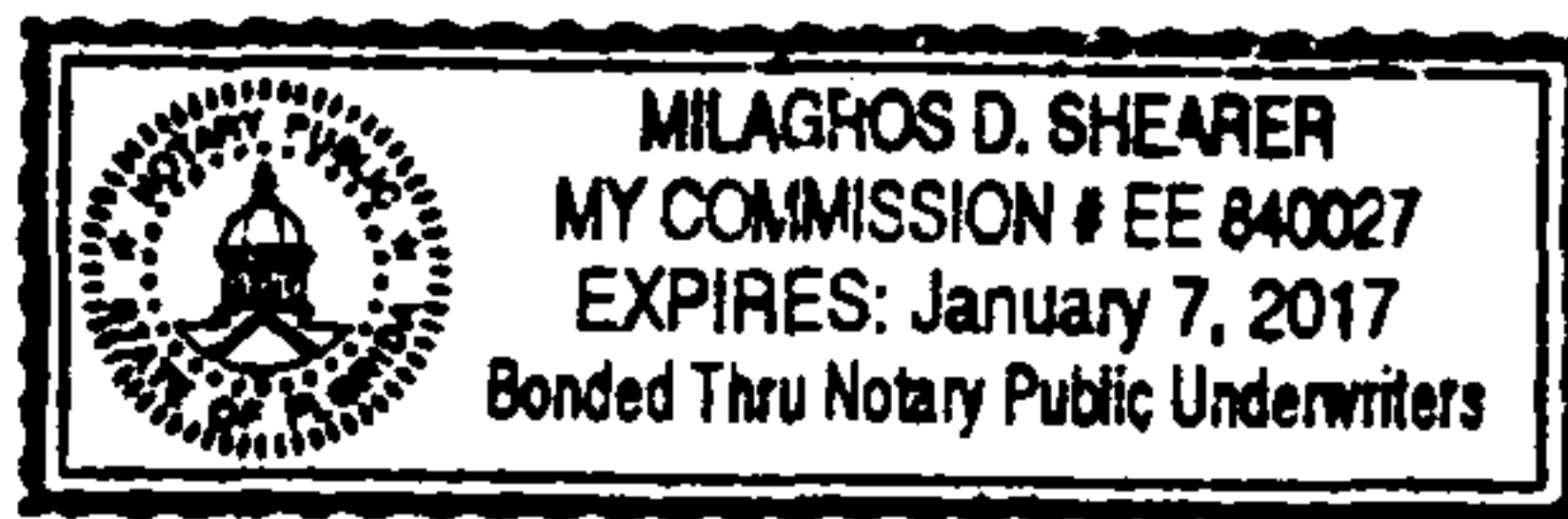


EXHIBIT A

Lease

Site Number: AL-5032
Site Name: Island Road
Landlord Name: The Westervelt Company, Inc.
Original Tenant Name: Southern Tower Antenna Rental II, L.L.C.
Lease Exe Date: April 19, 2012
Recording information for Lease:

Recorded as Instrument No.: 20140605000169700
Recorded: June 5, 2014
Shelby County, Alabama

Ground Lease Description: See EXHIBIT A-1

EXHIBIT A-1

Legal Description

PARCEL I:

60'X 60' 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:

COMMENCE AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE NORTH 13 DEGREES 01 MINUTE 31 SECONDS EAST A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD; THENCE SOUTH 00 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE SOUTH 43 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE SOUTH 27 DEGREES 22 MINUTES 48 SECONDS EAST A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE SOUTH 23 DEGREES 37 MINUTES 08 SECONDS EAST A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE SOUTH 69 DEGREES 08 MINUTES 46 SECONDS WEST A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA; THENCE SOUTH 20 DEGREES 51 MINUTES 14 SECONDS EAST A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE SOUTH 69 DEGREES 08 MINUTES 46 SECONDS WEST A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 20 DEGREES 51 MINUTES 14 SECONDS WEST A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE NORTH 69 DEGREES 08 MINUTES 46 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE SOUTH 20 DEGREES 51 MINUTES 14 SECONDS EAST A DISTANCE OF 60.00 FEET BACK TO THE POINT OF BEGINNING; SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

TOGETHER WITH

PARCEL II:

A 40-FOOT WIDE ACCESS & UTILITY SERVITUDE, DESCRIBED AS FOLLOWS:

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 NORTH 13 DEGREES 01 MINUTE 31 SECONDS EAST 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 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE SOUTH 00 DEGREES 29 MINUTES 22 SECONDS EAST A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE SOUTH 43 DEGREES 17 MINUTES 55 SECONDS EAST A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE SOUTH 27 DEGREES 22 MINUTES 48 SECONDS EAST A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE SOUTH 23 DEGREES 37 MINUTES 08 SECONDS EAST A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE SOUTH 69 DEGREES 08 MINUTES 46 SECONDS WEST 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 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
06/28/2016 02:33:28 PM
\$29.00 CHERRY
20160628000225130

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the printed text of the official record.