

**This document prepared by:**

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(412) 394-5400

**Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Richard P. Palermo, Esq./Due Diligence  
(781) 926-4973

ATC-1024491-R

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**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT**

This Assignment and Assumption of Lease Agreement (this "**Assignment**") is made and entered into as of the 29 day of November, 2016, but effective as of the 30<sup>th</sup> day of November, 2016 (the "**Effective Date**") by and between TriStar Investors LLC, a Delaware limited liability company, successor-in-interest to Arcturus Land Enterprises, LLC (the "**Assignor**"), and American Towers LLC, a Delaware limited liability company (the "**Assignee**"). Assignor and Assignee are sometimes referred to herein individually as a "**Party**" and collectively referred to herein as the "**Parties**".

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016 (the "**Exchange Agreement**"), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets, including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement;

WHEREAS, Assignor is the current tenant under that certain Lease dated June 10, 2013 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease**"), by and between Assignor and Wayne M. Ellison and Edna L. Ellison, as tenants-in-common, as the original landlord (collectively, the "**Lessor**"), which was recorded with the records of Shelby County, Alabama August 30, 2013 as Document No. 20130830000354770 and which Ground Lease demises a certain portion of real property (the real property, the "**Property**", which Property is more particularly described in Exhibit A attached hereto and by this reference incorporated herein; such portion of the Property subject to the Ground Lease, the "**Leased Premises**", which Leased Premises is more particularly described in Exhibit B attached hereto and by this reference incorporated herein);

WHEREAS, Assignor is also party to that certain Letter Agreement dated April 29, 2013, and executed May 1, 2013, by and between Assignor and Lessor (as the same may have been amended, modified or assigned from time to time, collectively the "**Letter Agreement**"; and together with the Ground Lease, the "**Lease Documents**").

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Lease Documents**. As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Lease Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Lease Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under the Lease Documents, if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Lease Documents, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the benefits and rights contemplated by this Assignment and the Exchange Agreement, then the Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of the Exchange Agreement.
3. **Assumption of Lease Documents**. As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the

terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Lease Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Lease Documents.

4. **Terms of Exchange Agreement Control.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment 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 Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction.** This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.
8. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

**To Assignor:**

Crown Castle USA Inc  
c/o Crown Castle International Corp.  
Attn: Senior Vice President,  
Corporate Development

**To Assignee:**

American Towers LLC  
Attn: Landlord Relations  
10 Presidential Way  
Woburn, MA 01801

1220 Augusta Drive, Suite 600  
Houston, TX 77057

With copy to:

Crown Castle USA Inc  
c/o Crown Castle International Corp.  
Attn: Senior Vice President  
and General Counsel  
1220 Augusta Drive, Suite 600  
Houston, TX 77057

With copy to:

American Towers LLC  
Attn: General Counsel  
116 Huntington Avenue  
11th Floor  
Boston, MA 02116

American Towers LLC  
Attn: Shawn Lanier, VP Legal  
10 Presidential Way  
Woburn, MA 01801

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.
10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, binding on all of the Parties, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment by all Parties to the same extent as an original signature.
11. **No Merger.** It is the intent of the Assignee that the landlord interest in the Ground Lease shall not merge with the tenant interest in the Ground Lease, notwithstanding that both leasehold interests may be held at any time by the same party.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**ASSIGNOR:**

**TriStar Investors LLC,**  
a Delaware limited liability company,  
as successor-in-interest to Arcturus Land Enterprises, LLC

Signature: [Signature]  
Print Name: R. Christopher Mooney  
Title: VP – Real Estate Acquisitions  
Date: 11/30/16

**WITNESSES:**

Signature: [Signature]  
Print Name: J.V. BUDET  
Signature: [Signature]  
Print Name: Sylvia Garrison

**WITNESS AND ACKNOWLEDGEMENT**

State of Texas

County of Harris

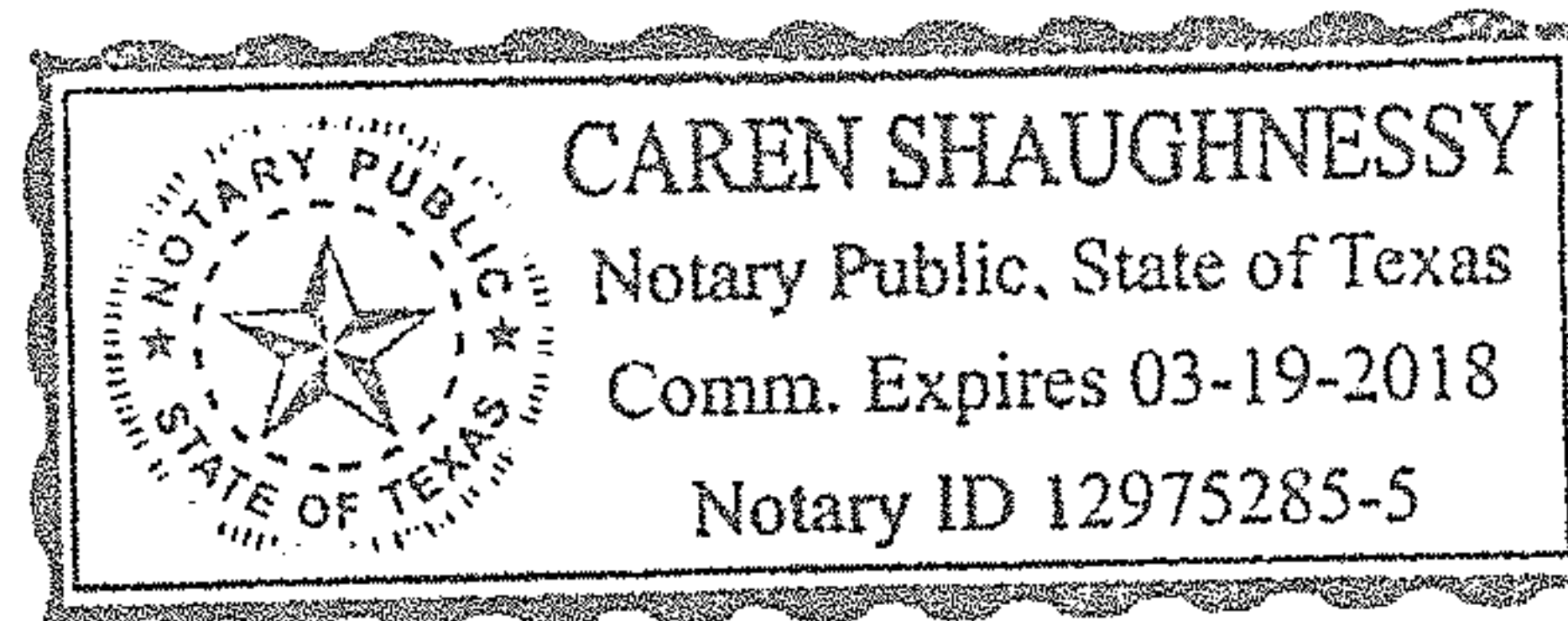
On this 30<sup>th</sup> day of November, 2016, before me, Caren Shaughnessy the undersigned Notary Public, personally appeared R. Christopher Mooney, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

Print Name: Caren Shaughnessy  
My commission expires: 3-19-2018



[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

ASSIGNEE:

American Towers LLC,  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Shawn Lanier  
Title: Vice President, US Legal  
Date: 11-29-2016

WITNESSES:

Signature: [Signature]  
Print Name: Jeri Kaplan  
Signature: [Signature]  
Print Name: Richard P. Palermo

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this 29 day of November, 2016, before me, Daniel A. Powers the undersigned Notary Public, personally appeared Shawn Lanier, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



DANIEL A. POWERS  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
October 23, 2020

[SEAL]

Attachments:

Exhibit A: Property

Exhibit B: Leased Premises

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

In the County of Shelby, Alabama

Legal Description:

SE 1/4 of NW 1/4 and the SW 1/4 of NE 1/4 of Section 19, Township 20 South, Range 2  
West

Parcel/Tax Number: 14-4-19-1-000-001-001

(Referred to in the Current Agreements, as defined herein, as Tax No. 14-4-1-19-1-000-001.001)

EXHIBIT B

**LEGAL DESCRIPTION OF LEASED PREMISES**

Those premises and access/utility easements previously leased pursuant to the Current Agreements, as defined in the Ground Lease, including those portions further described as follows, being subject to revision for error:

Communication Easement:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE RUN N89-32-48E ALONG SOUTH LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 176.00 FEET TO A POINT, THENCE RUN N00-00-00W FOR A DISTANCE OF 118.10 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN N00-00-00W FOR A DISTANCE OF 100 FEET TO A POINT; THENCE RUN N90-00-00E FOR A DISTANCE OF 100 FEET TO A POINT; THENCE RUN S00-00-00E FOR A DISTANCE OF 100 FEET TO A POINT; THENCE RUN S90-00-00W FOR A DISTANCE OF 100 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING.

Access and Utility Easements:

AN EASEMENT SITUATED IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 2 WEST, THENCE RUN N89-32-48E ALONG SOUTH LINE OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 176.00 FEET TO A POINT, THENCE RUN N00-00-00W FOR A DISTANCE OF 118.10 FEET TO A POINT, THENCE RUN S90-00-00W FOR A DISTANCE OF 35 FEET TO A POINT, SAID POINT BEING THE POINT OF BEGINNING OF AN INGRESS/EGRESS & UTILITY EASEMENT THAT LIES 10 FEET EITHER SIDE OF SAID CENTERLINE AS DESCRIBED HEREIN; THENCE RUN S00-00-00E FOR A DISTANCE OF 27.36 FEET TO A POINT; THENCE RUN N78-12-56W FOR A DISTANCE OF 21.28 FEET TO A POINT; THENCE RUN N80-19-05W FOR A DISTANCE OF 43.45 FEET TO A POINT; THENCE RUN N84-49-41 W FOR A DISTANCE OF 47.78 FEET TO A POINT; THENCE RUN N88-46-07W FOR A DISTANCE OF 38.41 FEET TO A POINT; THENCE RUN SOUTH 89-50-16W FOR A DISTANCE OF 35.26 FEET TO A POINT; THENCE RUN S73-33-47W FOR A DISTANCE OF 22.44 FEET TO A POINT; THENCE RUN S47-12-35W FOR A DISTANCE OF 18.88 FEET TO A POINT; THENCE RUN S17-50-52W FOR A DISTANCE OF 21.11 FEET TO A POINT; THENCE RUN S01-01-53W FOR A DISTANCE OF 40.81 FEET TO A POINT; THENCE RUN S00-05-40W FOR A DISTANCE OF 58.67 FEET TO A POINT;

THENCE RUN S03-36-16W FOR A DISTANCE OF 59.78 FEET TO A POINT; THENCE RUN S06-15-07W FOR A DISTANCE OF 58.37 FEET TO A POINT; THENCE RUN S04-32-16W FOR A DISTANCE OF 58.18 FEET TO A POINT; THENCE RUN S01-45-06W FOR A DISTANCE OF 51.34 FEET TO A POINT; THENCE RUN S00-30-18E FOR A DISTANCE OF 52.7 FEET TO A POINT; THENCE RUN S05-27-11E FOR A DISTANCE OF 46.8 FEET TO A POINT; THENCE RUN S09-56-00E FOR A DISTANCE OF 106.91 FEET TO A POINT; THENCE RUN S02-31-00E FOR A DISTANCE OF 57.78 FEET TO A POINT; THENCE RUN S00-20-04E FOR A DISTANCE OF 152.75 FEET TO A POINT; THENCE RUN S01-24-25W FOR A DISTANCE OF 174.62 FEET TO A POINT; THENCE RUN S01-21-25W FOR A DISTANCE OF 127.06 FEET TO A POINT; THENCE RUN S00-11-28E FOR A DISTANCE OF 72.25 FEET TO A POINT; THENCE RUN S01-28-42E FOR A DISTANCE OF 95.36 FEET TO A POINT; THENCE RUN S02-11-39E FOR A DISTANCE OF 68.08 FEET TO A POINT; THENCE RUN S05-20-42E FOR A DISTANCE OF 14.53 FEET TO A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF COUNTY ROAD 52, HAVING A PRESCRIPTIVE RIGHT-OF-WAY OF 80 FEET, AND ALSO BEING THE TERMINUS OF SAID DESCRIBED EASEMENT.

This Exhibit B may be replaced by a survey in accordance with the terms of the Ground Lease.



Filed and Recorded  
 Official Public Records  
 Judge James W. Fuhrmeister, Probate Judge,  
 County Clerk  
 Shelby County, AL  
 01/24/2017 02:45:25 PM  
 \$42.00 CHERRY  
 20170124000028970