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12/17/2019 08:47:40 AM
ASSIGN 1/6

Prepared by and after
recording return to:
Burch, Porter & Johnson, PLLC
130 North Court Avenue
Memphis, TN 38103

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of December 11, 2019 (the "Effective Date"), by and between TOWER ASSETS NEWCO IX LLC, a Delaware limited liability company ("Assignor") and TVT I, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor and Assignee desire for the assignment by Assignor to Assignee of certain assets including, without limitation, all leases, licenses and other agreements regarding certain real property and real property interests; and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in, to and under the instrument described on Exhibit A, attached hereto and made a part hereof (the "Lease").

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein, Assignee and Assignor, intending to be legally bound, agree as follows:

1. Assignment of Lease. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease, being the same premises leased to Assignor on an "AS IS" basis without any representations or warranties, together with, but if and only to the extent Assignor has any such rights: (a) such rights of way and easements on, over, under, across and through adjoining lands, extending from the premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on adjoining lands to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and the lessor, licensor or landlord under the Lease to discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Effective Date.

3. Exhibits. Assignee acknowledges and agrees that Assignor makes no representations or warranties as to the accuracy or completeness of any information contained in Exhibit A or Exhibit A-1 attached hereto.

4. Counterparts; Facsimile Signatures. 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. Facsimile signatures on this Assignment shall be deemed to be original signatures.

5. 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 intent of this Assignment and the transactions contemplated hereby.

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to choice of law principles.

[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:


TOWER ASSETS NEWCO IX LLC
a Delaware limited liability company

By: 
William Orgel, President

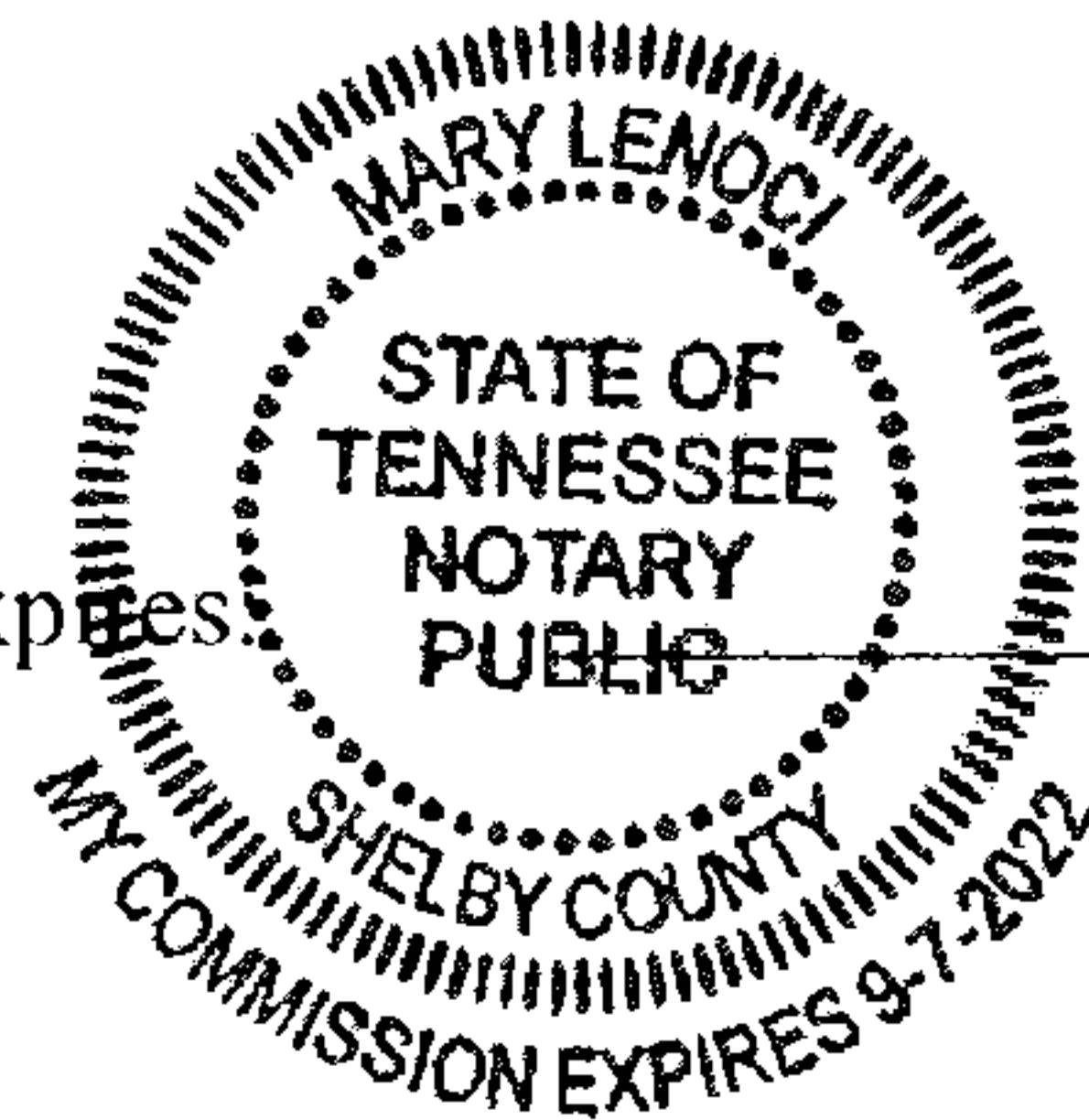
**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TOWER ASSETS NEWCO IX LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 11 day of December, 2019


Notary Public

My Commission Expires _____



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

Assignee:

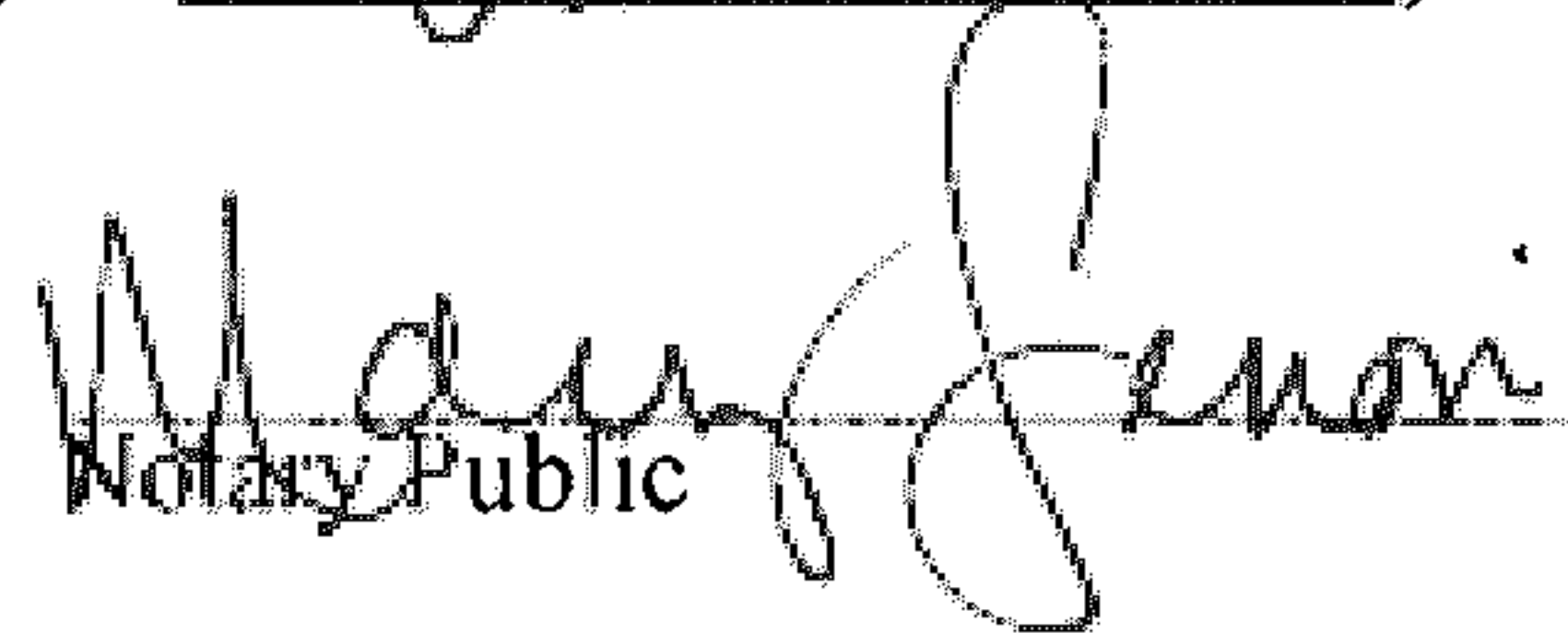
TVT I, LLC
a Delaware limited liability company

By: 
William Orgel, President

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of TVT I, LLC, a limited liability company, and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 11 day of December, 2019.


Notary Public

My Commission Expires: _____

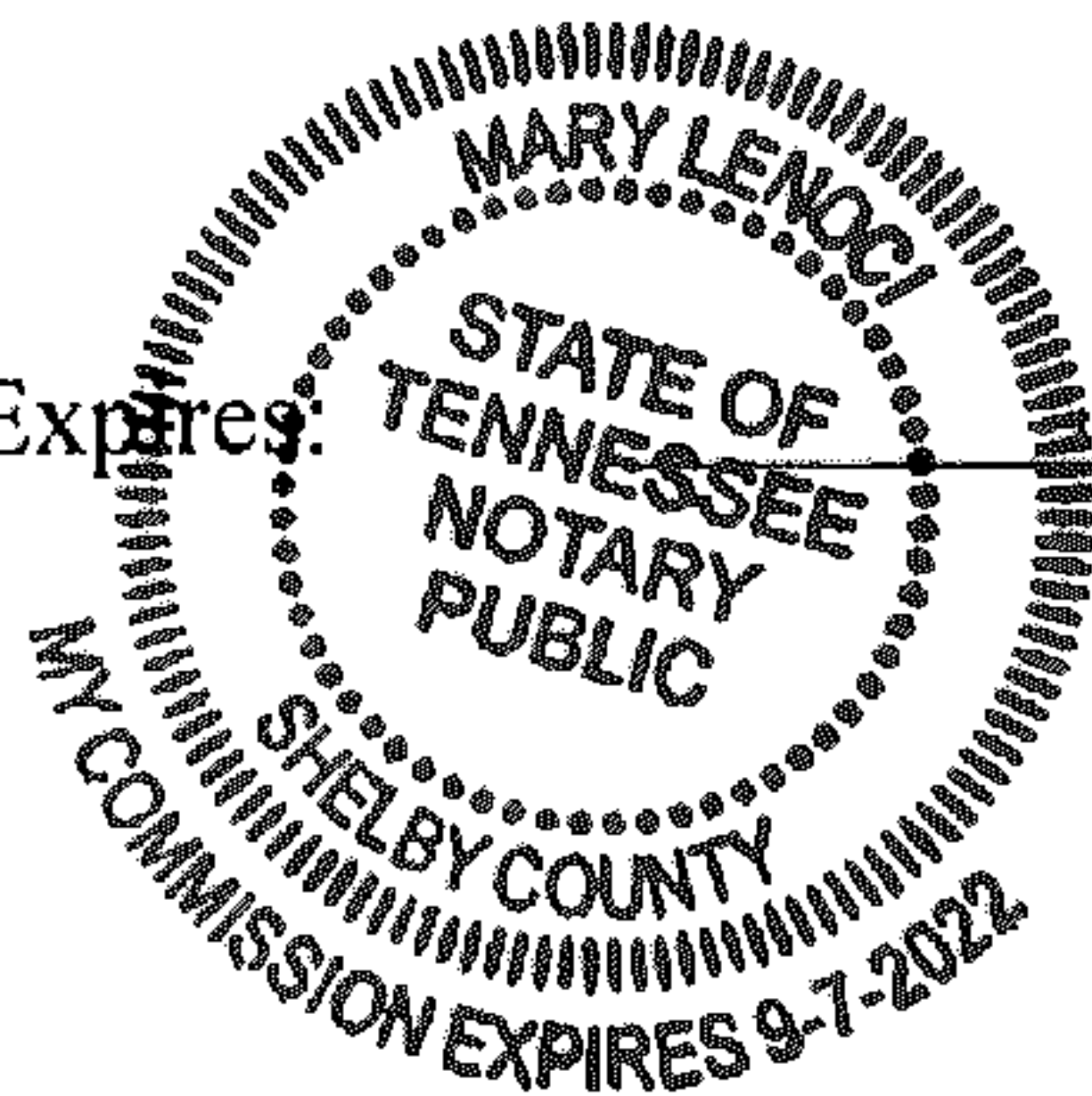


EXHIBIT A

Site ID: AL5044

Site Name: Morgan Creek

Instrument Type Name: Communications Site Lease Agreement (Ground); as assigned to Tower Assets Newco IX LLC by that certain Assignment and Assumption of Lease Agreement dated August 29, 2014; and as thereafter amended.

Lessor Name: Charles H. Peay Jr.

Original Lessee Name: Nextel South Corporation d/b/a Nextel Communications

Current Lessee Name: Tower Assets Newco IX LLC

Lease Execution Date: July 27, 2004.

Recording Information: Amendment to Site Lease Agreement recorded in Shelby County, AL at Instrument No. 20141124000370330

Legal Description of Site: See Exhibit A-1

Exhibit A-1

Shelby County, Alabama

to wit:

All that part of the NW¹/₄ of the SE¹/₄ of Section 17 lying North and Northwesterly of Harrow Road and the NE¹/₄ of said Section 17, Township 20 South, Range 2 East, containing 180 acres, more or less, less and except the Wallace Family Cemetery property described as follows: White Cemetery: Commence at the Southeast corner of the SE¹/₄ of the NE¹/₄, Sec. 17, Township 20 South, Range 2 East, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 168.85 feet; thence turn an angle of 82 deg. 45 min. 27 sec. to the left and run a distance of 524.20 feet to the point of beginning; thence turn an angle of 90 deg. to the left and run a distance of 138.91 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 292.74 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 312.28 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 292.74 feet; thence turn an angle of 90 deg. 00 min. to the right and run a distance of 176.32 feet to the point of beginning. Situated in the SE¹/₄ of the NE¹/₄, Sec. 17, Township 20 South, Range 2 East, Shelby County, Alabama. Also, less and except: Commence at the Southeast corner of the SE¹/₄ of the NE¹/₄, Sec. 17, Township 20 South, Range 2 East, thence run North along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 168.85 feet to the point of beginning; thence turn an angle of 17 deg. 13 min. 93 sec. to the right and run a distance of 195.07 feet to the right-of-way of Alabama Highway No. 25, thence turn an angle of 86 deg.

16 min. 54 sec. to the left and run along said Hwy. R/W a distance of 60... feet; thence turn an angle of 94 deg. 43 min. 06 sec. to the left and run a distance of 724.23 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 60.00 feet; thence turn an angle of 90 deg. 00 min. to the left and run a distance of 524.20 feet to the point of beginning. Situated in the SW¹/₄ of the NW¹/₄, Sec. 16 and the SE¹/₄ of the NE¹/₄, Section 17, Township 20 South, Range 2 East.

Also, less and except the following which is used for Black Cemetery, or such portion thereof as is located within the confines of this said Parcel 2: Black Cemetery: Commence at the Southeast corner of the SE¹/₄ of the NE¹/₄, Sec. 17, Township 20 South, Range 2 East; thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 909.22 feet to the point of beginning; thence turn an angle of 111 deg. 31 min. 22 sec. to the left and run a distance of 194.06 feet; thence turn an angle of 89 deg. 10 min. 01 sec. to the right and run a distance of 213.67 feet; thence turn an angle of 96 deg. 56 min. 28 sec. to the right and run a distance of 132.80 feet; thence turn an angle of 14 deg. 57 min. 12 sec. to the right and run a distance of 251.12 feet; thence turn an angle of 117 deg. 27 min. 38 sec. to the right and run a distance of 148.12 feet; thence turn an angle of 47 deg. 34 min. 47 sec. to the right and run a distance of 86.78 feet to the point of beginning. Situated in the SE¹/₄ of the NE¹/₄ and the NW¹/₄ of the SW¹/₄, Section 17, Township 20 South, Range 2 East.

Also, except a perpetual right-of-way or an easement for purpose of ingress and egress to and from the Black Cemetery which easement is described as follows: Fifteen (15) feet on either side of a centerline described as: Commence at the Southeast corner of the SE¹/₄ of the NE¹/₄, Section 17, Township 20 South, Range 2 East, thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 713.21 feet to the point of beginning; thence turn an angle of 60 deg. 37 min. 18 sec. to the left and run a distance of 150.14 feet; thence turn an angle of 44 deg. 05 min. 26 sec. to the right and run a distance of 16.09 feet to the point of ending. Situated in the NE¹/₄ of the SE¹/₄, Section 17, Township 20 South, Range 2 East. Fifteen (15) feet on either side of a centerline described as: Commence at the Southeast corner of the SE¹/₄ of the NE¹/₄, Section 17, Township 20 South, Range 2 East, thence run West along the South line of said $\frac{1}{4}$ - $\frac{1}{4}$ Section a distance of 713.21 feet to the point of beginning; thence turn an angle of 116 deg. 34 min. 44 sec. to the right and run a distance of 167.26 feet to the point of ending. Situated in the SE¹/₄ of the NE¹/₄, Section 17, Township 20 South, Range 2 East.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 12/17/2019 08:47:40 AM
 \$37.00 CHERRY
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Allie S. Bayl