

When Recorded Return to:

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88 Silva Lane, Suite 210
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01/30/2020 01:49:12 PM
ASSIGN 1/8

Prepared by:

Vertical Bridge Towers III, LLC
750 Park of Commerce Dr., Suite 200
Boca Raton, Florida 33487

VB Site Number: US-AL-5118
VB Site Name: Wilborn Lake
Commitment No.: VTB-1777959-C

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of this 6th day of November, 2019, and effective as of the 22nd day of November, 2019 (the "Transfer Date"), by and between **ForeSite, LLC**, an Alabama limited liability company with an address of 3975 Asbury Road, Vestavia Hills, Alabama 35243 (the "Assignor"), and **Vertical Bridge Towers III, LLC**, a Delaware limited liability company with an address of 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("Assignee").

W I T N E S E T H

WHEREAS, Assignor and Assignee (or Assignee's Affiliate) have entered into an Asset Purchase Agreement, dated as of the 28th day of October, 2019 (the "Purchase Agreement", with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Assignee (or Assignee's Affiliate) from Assignor of the Tower Assets; and

WHEREAS, the Purchase Agreement requires that Assignor assign to Assignee (or Assignee's Affiliate) all of Assignor's right, title, and interest as Tenant in the real property lease described on Exhibit A (the "Lease") and that Assignee (or Assignee's Affiliate) accept such assignment and assume all of Assignor's duties, obligations, covenants and undertakings under the Lease on and after the Transfer Date.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto agree each with the other as follows:

1. Incorporation. The Whereas clauses set forth above are incorporated into and are made a part of this Assignment.

2. Assignment of Lease. Assignor does hereby assign, transfer, sell and convey unto Assignee, its successors and assigns, subject to the Permitted Exceptions, 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, together with all of Assignor's interest

in (a) any rights of way and easements from the Site to a public road; and (b) such other rights of way and/or easements, if any, to run guy wires to such point to properly support the Tower and install anchors to secure said guy wires.

3. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment 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.

4. Indemnity. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities, including without limitation reasonable fees and expenses of attorneys (collectively, "Losses and Liabilities") arising out of or in any way related to the Lease and first accruing on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Lease after the Transfer Date on account of any fact or circumstance first occurring or existing prior to the Transfer Date. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Lease and first accruing prior to the Transfer Date.

5. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

6. Counterparts; Electronic 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 or PDF signatures on this Assignment shall be deemed to be original signatures.

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

8. 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.

[Signature pages follow]

[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 Transfer Date.

Assignor:

ForeSite, LLC,
an Alabama limited liability company

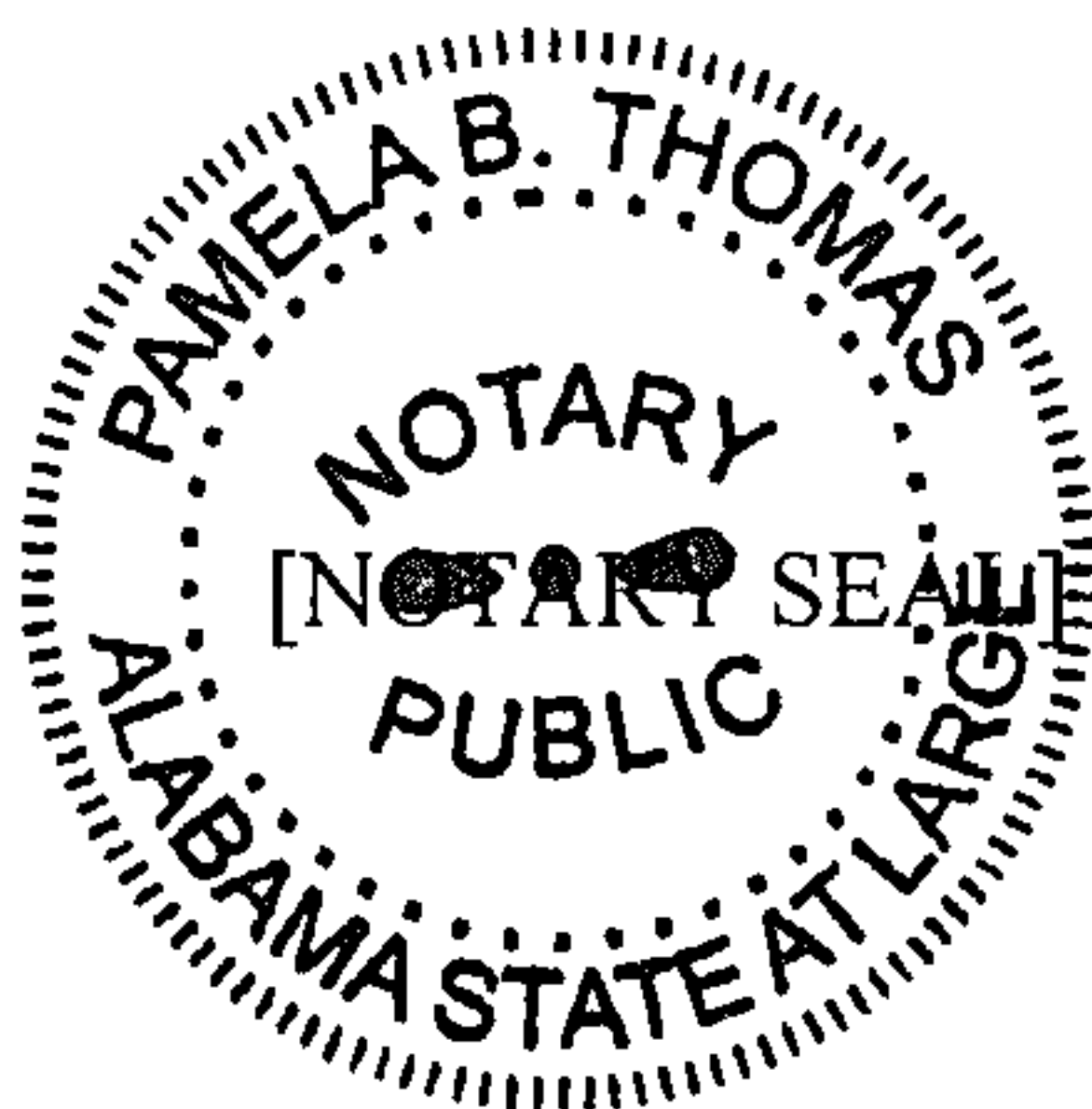
By: ForeSite Towers, LLC, a Delaware limited liability company, its sole member

By: [Signature]
Name: D. Paul Beasley
Title: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 15th day of November, 2019 by D. Paul Beasley, the Vice President of ForeSite Towers, LLC, a Delaware limited liability company, and the sole member of ForeSite, LLC, an Alabama limited liability company, on behalf of such company. He/she is personally known to me or has produced N/A as identification.



Pamela B. Thomas
Notary Public
Print Name: Pamela B. Thomas
My Commission Expires: MY COMMISSION EXPIRES 06/06/2021

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

Assignee:

Vertical Bridge Towers III, LLC,
a Delaware limited liability company

By: _____
Name: Daniel Marinberg
Title: Senior Vice President and General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 6th day of November, 2019 by Daniel Marinberg, the Senior Vice President and General Counsel of Vertical Bridge Towers III, LLC, a Delaware limited liability company, on behalf of such company. He is personally known to me.

Julie Ann Carson
Notary Public
Print Name: Julie Ann Carson
My Commission Expires: 10/21/23

[NOTARY SEAL]



Julie Ann Carson
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG924624
Expires 10/21/2023

EXHIBIT A OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Ground Lease Description: See EXHIBIT A-1

Site Number: US-AL-5118

Site Name: Wilborn Lake

Original Landlords' Names: Walter Carlos Anderton and Marian Breeden Anderton, as Co-Trustees of the Anderton Family Trust created by Declarations of Trust dated January 30, 1976, and amended May 1, 2003; March 22, 2010; and April 26, 2012 and Walter Carlos Anderton, individually

Original Tenant Name: ForeSite, LLC

Lease Execution Date: December 9, 2015

Recording information for Lease: Memorandum of Lease between Walter Carlos Anderton and Marian Breeden Anderton, as Co-Trustees of the Anderton Family Trust created by Declarations of Trust dated January 30, 1976, and amended May 1, 2003; March 22, 2010; and April 26, 2012 and Walter Carlos Anderton, individually and ForeSite, LLC, an Alabama limited liability company dated March 29, 2016 and recorded June 16, 2016, as Instrument No. 20160616000207970 in Shelby County, Alabama.

EXHIBIT A-1 OF ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

LEGAL DESCRIPTION

Legal Description

The land referred to herein below is situated in the County of Shelby, City of Birmingham, State of Alabama, and is described as follows:

Tower Parcel - Lease Area:

A lease area being a portion of a certain tract of land described in Book 296, Page 721 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet to a point; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set and the point of beginning; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 47°13'30" E a distance of 100.00 feet to the point of beginning.

Said lease area contains 0.23 acres, more or less.

30' Ingress/Egress & Utility Easement "A":

An easement being a portion of a certain tract of land described in Book 296, Page 721 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the SW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 50.00 feet to the point of beginning of an Ingress/Egress & Utility Easement being 30 feet wide and lying 15 feet each side of the following described centerline; thence S 47°13'30" W a distance of 112.70 feet to a point; thence with a curve to the right having an arc length of 26.53 feet, a radius of 25.00 feet, and a chord bearing and distance of S 77°37'34" W, 25.30 feet to a point; thence N 71°58'22" W a distance of 307.46 feet to a point; thence N 67°47'42" W a distance of 85.01 feet to a point; thence N 60°45'13" W a distance of 53.72 feet to a point; thence with a curve to the left having an arc length of 28.71 feet, a radius of 20.00 feet, and a chord bearing and distance of S 78°07'03" W, 26.31 feet to a point; thence S 36°59'19" W a distance of 32.38 feet to a point; thence S 65°23'35" W a distance of 60.44 feet to a point; thence with a curve to the right having an arc length of

49.35 feet, a radius of 25.03 feet, and a chord bearing and distance of N 58°05'13" W, 41.74 feet to a point; thence N 04°12'05" W a distance of 52.20 feet to a point; thence N 01°10'13" W a distance of 107.30 feet to a point; thence N 12°38'49" E a distance of 48.26 feet to a point; thence N 02°09'26" W a distance of 114.70 feet to a point; thence N 08°42'39" W a distance of 47.18 feet to a point; thence N 01°40'32" W a distance of 144.50 feet to a point; thence N 07°37'51" W a distance of 58.98 feet to a point; thence N 12°18'23" W a distance of 106.35 feet to a point; thence N 40°40'31" W a distance of 20.10 feet to a point; thence N 27°43'39" W a distance of 34.31 feet to a point; thence N 22°12'22" W a distance of 178.22 feet to a point; thence with a curve to the right having an arc length of 54.88 feet, a radius of 160.00 feet, and a chord bearing and distance of N 12°22'49" W, 54.61 feet; thence N 02°33'16" W a distance of 142.76 feet, more or less to a point on Northerly line of said certain tract and the point of ending.

Said easement to join lease area and Northerly line of said certain tract contiguously and contains 1.28 acres, more or less.

30' Ingress/Egress & Utility Easement "B":

An easement being a portion of a certain tract of land described in Instrument No. 20080205000046290 as recorded in the Office of the Judge of Probate for Shelby County, Alabama, lying in the NW 1/4 of the NW 1/4 of Section 5, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a 1/2" crimp pipe found in place at the SW corner of Lot 11, Rushing Parc Sector One as recorded in Map Book 19, Page 20 in said Probate Office; thence S 89°04'02" E along the Southerly line of said Rushing Parc Sector One and the Northerly line of said certain tract a distance of 855.57 feet; thence S 00°55'57" W leaving said line a distance of 999.21 feet to a 5/8" rebar set; thence S 42°46'30" E a distance of 100.00 feet to a 5/8" rebar set; thence S 47°13'30" W a distance of 100.00 feet to a 5/8" rebar set; thence N 42°46'30" W a distance of 50.00 feet to a point; thence S 47°13'30" W a distance of 112.70 feet to a point; thence with a curve to the right having an arc length of 26.53 feet, a radius of 25.00 feet, and a chord bearing and distance of S 77°37'34" W, 25.30 feet to a point; thence N 71°58'22" W a distance of 307.46 feet to a point; thence N 67°47'42" W a distance of 85.01 feet to a point; thence N 60°45'13" W a distance of 53.72 feet to a point; thence with a curve to the left having an arc length of 28.71 feet, a radius of 20.00 feet, and a chord bearing and distance of S 78°07'03" W, 26.31 feet to a point; thence S 36°59'19" W a distance of 32.38 feet to a point; thence S 65°23'35" W a distance of 60.44 feet to a point; thence with a curve to the right having an arc length of 49.35 feet, a radius of 25.03 feet, and a chord bearing and distance of N 58°05'13" W, 41.74 feet to a point; thence N 04°12'05" W a distance of 52.20 feet to a point; thence N 01°10'13" W a distance of 107.30 feet to a point; thence N 12°38'49" E a distance of 48.26 feet to a point; thence N 02°09'26" W a distance of 114.70 feet to a point; thence N 08°42'39" W a distance of 47.18 feet to a point; thence N 01°40'32" W a distance of 144.50 feet to a point; thence N 07°37'51" W a distance of 58.98 feet to a point; thence N 12°18'23" W a distance of 106.35 feet to a point; thence N 40°40'31" W a distance of 20.10 feet to a point; thence N 27°43'39" W a distance of 34.31 feet to a point; thence N 22°12'22" W a distance of 178.22 feet to a point; thence with a curve to the right having an arc length of 54.88 feet, a radius of 160.00 feet, and a chord bearing and distance of N 12°22'49" W, 54.61 feet; thence N 02°33'16" W a distance of 142.76 feet, more or less to a point on Northerly line of said certain tract and the point of beginning of an Ingress/Egress & Utility

Easement being 30 feet wide and lying 15 feet each side of the following described centerline; thence N 04°30'41" W a distance of 78.54 feet to a point; thence N 01°27'04" W a distance of 93.43 feet to a point; thence N 04°20'59" W a distance of 82.59 feet to a point; thence N 00°37'37" W a distance of 347.13 feet to the point of ending.

Said easement to join Southerly line of said certain tract and the Southeasterly right-of-way line of South Shades Crest Road contiguously and contains 0.42 acres, more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/30/2020 01:49:12 PM
\$43.00 CHERRY
20200130000040090

Allie S. Bezel