

Prepared By:

IWG-TLA Telecom 2, LLC
Attn: Legal Department
1199 N. Fairfax Street, Suite 700
Alexandria, VA 22314

Record and Return to:

Fidelity National Title Group
Attn: Andrea Weber
7130 Glen Forest Drive #300
Richmond, Virginia 23226

Assignment and Assumption of Agreement

“Assignor”: IWG-TLA TELECOM 2, LLC
Assignor Address: 1199 N. Fairfax St., Ste. 700, Alexandria VA 22314
“Assignee”:
Assignee Address: IWG-TLA TELECOM, LLC
1199 N. Fairfax St., Ste. 700, Alexandria VA 22314
“Effective Date”: September 18, 2020
Consideration: \$0.00
Site Information: AL616 HARLESS
Shelby County / Alabama
Tax ID. Parcel No.: 237252001021.001

RECORDING ORDER

① 2 3 4 5

AL616 Harless

32839696

Assignment and Assumption of Agreement

For good and valuable consideration the receipt of which is hereby acknowledged, as of the Effective Date, Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in the Agreement, as defined in Exhibit A attached hereto and incorporated herein, for the premises (the "Premises") as described in Exhibit B attached hereto and incorporated herein. Unless otherwise defined herein, the terms used in this Assignment shall have the respective meanings ascribed to them in the Agreement.

1. Assignment and Assumption. Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignee hereby assumes all obligations in connection with the Agreement to the extent that such are attributable to the period from and after the Effective Date.

2. Binding Nature of Assignment. All terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.

3. Modification. No modification, waiver, amendment, or discharge of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, or discharge is or may be sought.

4. Covenant of Further Assurances. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.

5. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the state in which the Premises are located without regard for its conflicts of law provisions.

6. Counterparts. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

ASSIGNOR:

IWG-TLA TELECOM 2, LLC,
a Delaware limited liability company

By: [Signature]
Name: Lance C. Cawley
Title: Chief Financial Officer

Assignor signed, sealed, and delivered in the presence of:

Witness 1: [Signature]
Name: Bronica Scott

Witness 2: [Signature]
Name: Matt Borman

Commonwealth of Virginia
City of Alexandria

On 9/18, 2020, before me, personally appeared Lance C. Cawley, Chief Financial Officer of IWG-TLA TELECOM 2, LLC, a Delaware limited liability company, 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 behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY that the foregoing paragraph is true and correct.

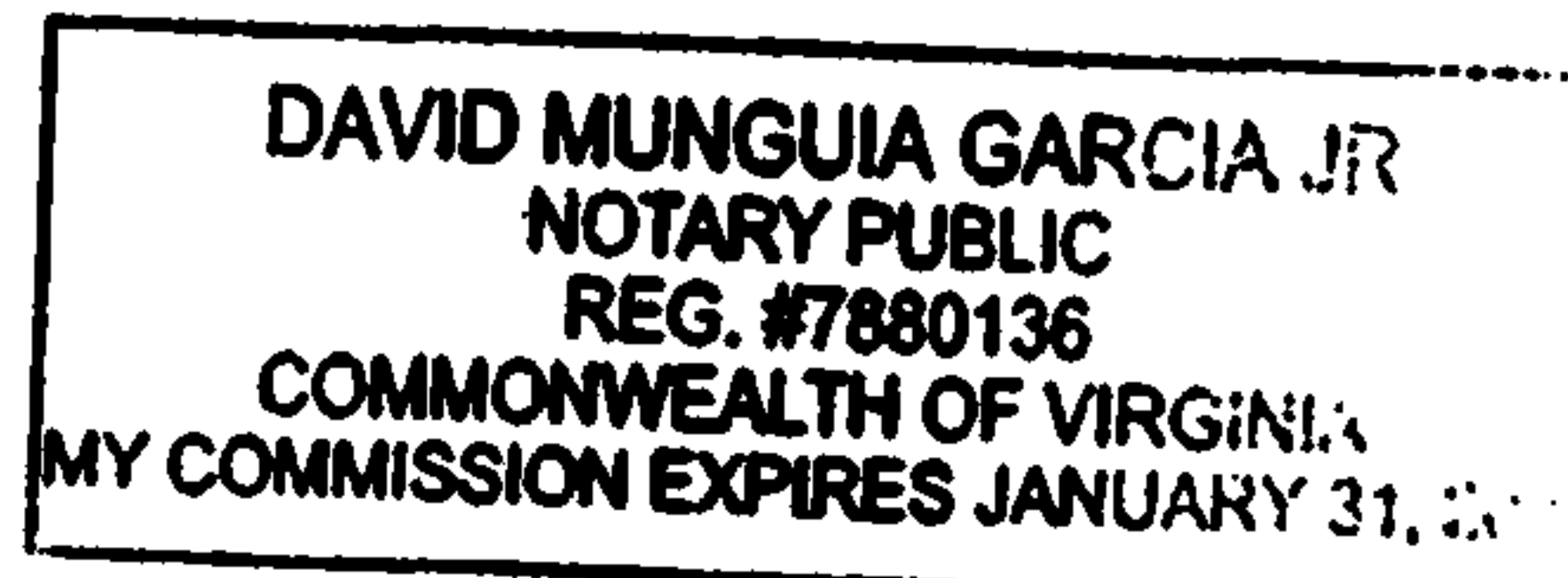
WITNESS my hand and official seal.

Signature: David M Garcia, Jr.

Commission No.: 7880136

My Commission Expires: 1/31/2024

(Affix Notarial Seal)



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

ASSIGNEE:

IWG-TLA TELECOM, LLC,
a Delaware limited liability company

By: [Signature]
Name: Lance C. Cawley
Title: Chief Financial Officer

Assignor signed, sealed, and delivered in the presence of:

Witness 1: [Signature]
Name: VENANCE SCOTIA

Witness 2: [Signature]
Name: Matt Burman

Commonwealth of Virginia
City of Alexandria

On 9/18, 2020, before me, personally appeared Lance C. Cawley, Chief Financial Officer of IWG-TLA TELECOM, LLC, a Delaware limited liability company, 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 behalf of which the person acted, executed the instrument.

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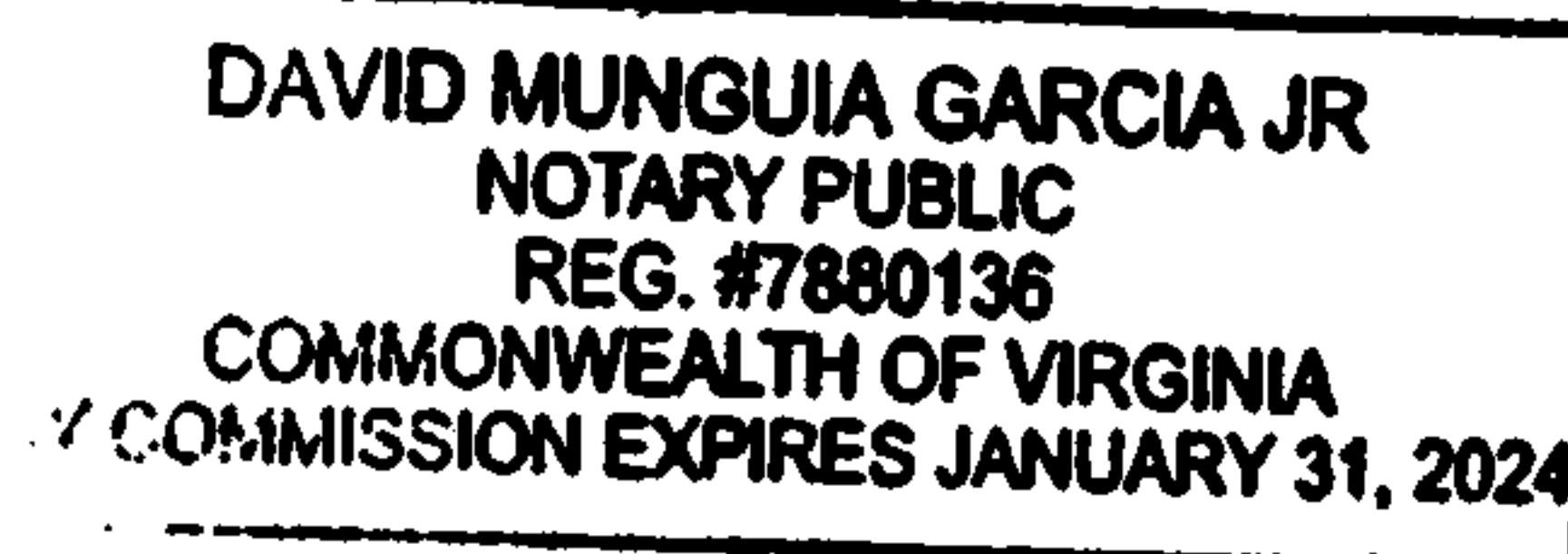


Exhibit "A" to Assignment and Assumption of Agreement

AGREEMENT:

That certain agreement more particularly described as:

Reference: AL616 HARLESS

Agreement: Land Lease Agreement dated April 30, 2014, between Steve Harless (a/k/a Richard S. Harless) and wife, Hattie Harless (a/k/a Hattie B. Harless), as lessor, and Cellco Partnership d/b/a Verizon Wireless, as lessee, as memorialized by that certain Memorandum of Land Lease Agreement dated April 30, 2014, as recorded on May 7, 2014, as Instrument No. 20140507000137160, of Shelby County, AL, and as assigned by that certain Assignment of Lease Agreement dated December 2, 2019, between Steve Harless and wife Hattie Harless, as assignor, and IWG-TLA Telecom 2, LLC, a Delaware limited liability company, as assignee, as recorded on December 3, 2019, as Document No. 20191203000445700 of Shelby County, AL, as amended, restated, replaced, supplemented, assigned or otherwise modified from time to time

Agreement Date: April 30, 2014, as assigned December 2, 2019

Landlord/Grantor/Lessor: IWG-TLA Telecom 2, LLC

Tenant/Grantee/Lessee: Cellco Partnership d/b/a Verizon Wireless

Recordation Information: Memorandum of Land Lease Agreement recorded on May 7, 2014, as Instrument No. 20140507000137160; Assignment of Lease Agreement recorded on December 3, 2019, as Document No. 20191203000445700

Exhibit "B" to Assignment and Assumption of Agreement

Premises Legal Description

PARENT PARCEL:

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA

A PARCEL OF LAND IN SECTION 25 TOWNSHIP 21 SOUTH, RANGE 3 WEST, BEING A PART OF THE SAME LAND DESCRIBED IN A DEED TO E. L. AND LILLIAN HARLESS, RECORDED IN DEED BOOK 209, PAGE 151, OF THE REAL PROPERTY RECORDS OF SHELBY COUNTY, ALABAMA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25: THENCE NORTH 86 DEGREES 57 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION A DISTANCE OF 2460.73 FEET TO A 1" PIPE, FOUND ON THE WEST RIGHT OF WAY OF COUNTY HIGHWAY NO. 12; THENCE SOUTH 06 DEGREES 35 MINUTES 43 SECONDS WEST, ALONG SAID RIGHT OF WAY A DISTANCE OF 1071.64 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 06 DEGREES 35 MINUTES 43 SECONDS WEST, ALONG SAID RIGHT OF WAY A DISTANCE OF 403.84 FEET TO A POINT; THENCE NORTH 87 DEGREES 56 MINUTES 17 SECONDS WEST A DISTANCE OF 2027.72 FEET TO A POINT IN THE CENTER OF SPRING CREEK; THENCE ALONG THE MEANDERS OF SPRING CREEK THE FOLLOWING COURSES AND DISTANCES: NORTH 26 DEGREES 26 MINUTES 34 SECONDS EAST, A DISTANCE OF 123.88 FEET TO A POINT; NORTH 26 DEGREES 05 MINUTES 18 SECONDS EAST, A DISTANCE OF 73.43 FEET TO A POINT; NORTH 64 DEGREES 28 MINUTES 58 SECONDS EAST, A DISTANCE OF 122.18 FEET TO A POINT; NORTH 16 DEGREES 19 MINUTES 04 SECONDS EAST, A DISTANCE OF 124.33 FEET TO A POINT; THENCE NORTH 63 DEGREES 54 MINUTES 06 SECONDS WEST, A DISTANCE OF 115.19 FEET TO A POINT; NORTH 22 DEGREES 32 MINUTES 13 SECONDS WEST, A DISTANCE OF 219.06 FEET TO A POINT; NORTH 06 DEGREES 52 MINUTES 05 SECONDS WEST, A DISTANCE OF 58.07 FEET TO A POINT; THENCE SOUTH 80 DEGREES 45 MINUTES 07 SECONDS EAST A DISTANCE OF 2061.29 FEET TO THE POINT OF BEGINNING.

ACCORDING TO THE SURVEY OF SID WHEELER, DATED FEBRUARY 16, 2006.

LESS AND EXCEPT THAT PORTION CONVEYED TO WESTERN REI, LLC AS DESCRIBED IN WARRANTY DEED RECORDED 8/22/2018 AS INSTRUMENT NO. 20180822000301830 OF THE COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA; THENCE N87°02'26"W, A DISTANCE OF 2460.73 FOOT; THENCE S06°30'24"W, A DISTANCE OF 1068.82 FEET TO A POINT ON THE WESTERLY R.O.W. LINE OF SMOKEY ROAD (SHELBY COUNTY HIGHWAY 12), 80 FEET R.O.W. AND THE POINT OF BEGINNING; THENCE S06°38'15"W AND ALONG SAID R.O.W. LINE, A DISTANCE OF 19.14 FEET; THENCE N80°48'43"W AND LEAVING SAID R.O.W. LINE, A DISTANCE 1213.82 FEET; THENCE N09°03'08"E, A DISTANCE OF 10.18 FEET; THENCE N80°56'52"W, A DISTANCE OF 100.00 FEET; THENCE S09°03'08"W, A DISTANCE OF 100.00 FEET; THENCE S80°56'52"E, A DISTANCE OF 100.00 FEET; THENCE N09°03'08"E, A DISTANCE OF 59.82 FEET; THENCE S80°50'12"E, A DISTANCE OF 1215.06 FEET TO THE ABOVE SAID WESTERLY R.O.W. LINE OF SMOKEY ROAD; THENCE S06°38'15"W AND ALONG SAID R.O.W. LINE, A DISTANCE OF 483.47 FEET; THENCE N87°53'28"W AND LEAVING SAID R.O.W. LINE, A DISTANCE OF 571.14 FEET; THENCE S02°24'03"W, A DISTANCE OF 388.22 FEET; THENCE N87°10'53"W, A DISTANCE OF 1627.84 FEET; THENCE N17°25'37"E, A DISTANCE OF 85.27 FEET; THENCE N39°14'21"E, A DISTANCE OF 106.49 FEET; THENCE N34°42'44"E, A DISTANCE OF 105.03 FEET; THENCE N17°00'04"E, A DISTANCE OF 102.57 FEET; THENCE N21°15'27"E, A DISTANCE OF 105.33 FEET; THENCE N31°45'33"W, A DISTANCE OF 52.70 FEET; THENCE N26°14'27"E, A DISTANCE OF 204.00 FEET; THENCE N65°27'16"E, A DISTANCE OF 124.52 FEET; THENCE N 16°30'23"E, A DISTANCE OF 127.82 FEET; THENCE N62°30'33"W, A DISTANCE OF 117.30 FEET; THENCE N23°30'33"W, A DISTANCE OF 231.50 FEET; THENCE N05°00'33"W, A DISTANCE OF 35.87 FEET; THENCE S80°40'16"E, A DISTANCE OF 2068.35 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 41.90 ACRES, MORE OR LESS.

Tax ID: 23 7 25 2 001 021.001

BEING A PORTION OF THE SAME PROPERTY CONVEYED TO STEVE HARLESS AND WIFE HATTIE HARLESS, GRANTEE, FROM RICHARD D. HARLESS, A MARRIED MAN, MARTHA DAVIS, A MARRIED WOMAN, ANN MORRIS, A SINGLE WOMAN, JOHN P. PARTRIDGE, A SINGLE MAN, MICHAEL PARTRIDGE, A MARRIED MAN, ANDY PARTRIDGE, A MARRIED MAN, WENDY PARTRIDGE, A SINGLE WOMAN, BYRON PARTRIDGE, A MARRIED MAN, JEAN PARTRIDGE, A SINGLE WOMAN, PAULA BARRIER, A MARRIED WOMAN, AND RONNIE HARLESS, A MARRIED MAN, GRANTOR, BY DEED RECORDED 02/15/2007, AS INSTRUMENT # 20070215000069860 OF THE COUNTY RECORDS.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
12/01/2020 08:42:07 AM
\$43.00 CHERRY
20201201000546130

Allie S. Bayl