

Official RecordRecording requested By
SBA TOWERS VI, LLC

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$44.00

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RPTT:

Recorded By: HB

Book- 297 Page- 0018



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Instrument Prepared By:

SBA Towers VI, LLC
Nicole Pocchia
5900 Broken Sound Pkwy NW
Boca Raton, FL 33487
(561) 226-9439

Upon Recording Return to:

SBA Towers VI, LLC
Debra DiBetta
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
(561) 226-9461
SBA Site ID: Highland Peak, NV16873-A

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this 5th day of June, 2015 ("Transfer Date"), by ARIZONA NEVADA TOWER CORPORATION, a Nevada corporation, with an address at 6220 McLeod Dr, Suite 100, Las Vegas, NV 89120-4441, Fax Number (702) 953-7842 ("Assignor"), to SBA TOWERS VI, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

RECITALS

On the 16th day of July, 2007, The United States of America, acting through the Bureau of Land Management, Department of the Interior ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Communications Use Lease (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in Highland Peak, County of Lincoln, State of Nevada, which Real Property is more particularly described on Exhibit "A" attached hereto.

Pursuant to that certain Purchase and Sale Agreement dated as of the 13th day of January, 2015 ("Purchase and Sale Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.



NOW THEREFORE, in consideration of the mutual covenants contained in this Ground Lease Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **RECITAL.** The recital set forth above is incorporated herein and made a part hereof and are true and correct.

2. **ASSIGNMENT.** As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. **ACCEPTANCE OF ASSIGNMENT.** Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. 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 Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

4. **APPURTENANCES, EASEMENTS, AND IMPROVEMENTS.** Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.

5. **REPRESENTATIONS AND WARRANTIES BY ASSIGNOR.** Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.



6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Lincoln County, Nevada. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of Nevada in Lincoln County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

7. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

9. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of Nevada without regard to principles of conflicts of laws.

10. COUNTERPARTS. This Ground Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

[Signature Pages to Follow]



Witnesses:

ASSIGNOR:

ARIZONA NEVADA TOWER CORPORATION, a Nevada corporation

[Signature]
Print Name: George W. [Signature]

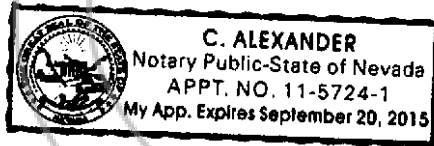
By: [Signature]
Kevin Hayes
President

Print Name: _____

STATE OF Nevada
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 10 day of June, 2015, by Kevin Hayes, President of Arizona Nevada Tower Corporation, a Nevada corporation. The above-named individual is personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]



[Signature]
Print Name: C. Alexander
NOTARY PUBLIC - _____
Commission Number: 11-5724-1
My Commission Expires: 09/20/15

[Signature]



Witnesses:

Debra DiBetta
Print Name: Debra DiBetta

Mary Graydon
Print Name: MARY GRAYDON

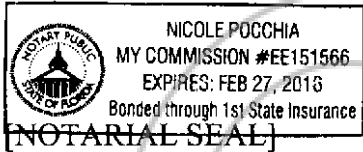
ASSIGNEE:

SBA TOWERS VI, LLC,
a Delaware limited liability company

By: Neil Seidman
Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 5th day of June, 2015, by Neil Seidman, Senior Vice President of SBA TOWERS VI, LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.



Nicole Pocchia
Print Name: Nicole Pocchia
NOTARY PUBLIC - Florida
Commission Number: EE151566
My Commission Expires: 2-27-16

NS



EXHIBIT "A"

Real Property

Highland Peak, NV16873-A

THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 66 EAST.

