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Official Record

Recording requested By
SBA NETWORK SERVICES

Lincoln County - NV

Leslie Boucher - Recorder

Fee: \$22.00

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RPTT:

Recorded By: HB

Book- 301 Page- 0488



0148987

Prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483

Lincoln County, Nevada

THE UNDERSIGNED HEREBY AFFIRM(S) THAT THIS DOCUMENT SUBMITTED FOR
RECORDING DOES NOT CONTAIN THE SOCIAL SECURITY NUMBER OF ANY
PERSON OR PERSONS (PER NRS 239B.030).

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

by

SBA TOWERS VI, LLC, Assignor

to

DEUTSCHE BANK TRUST COMPANY AMERICAS, Assignee, as trustee

DATED AS OF OCTOBER 14, 2015



ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Assignment") dated as of October 14, 2015, by SBA TOWERS VI, LLC, a Delaware limited liability company ("Assignor") in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a National Banking Association, as trustee ("Assignee").

RECITALS

(A) Assignor, Assignee and others are parties to that certain Second Amended and Restated Loan and Security Agreement, dated as of October 15, 2014, by and among Assignor, the other Borrowers party thereto, the Additional Borrower or Borrowers that hereafter may become parties thereto and Midland Loan Services, a division of PNC Bank, National Association, as servicer (the "Servicer"), on behalf of Assignee, as trustee, as amended pursuant to that certain First Loan and Security Agreement Supplement and Amendment dated as of October 14, 2015 among the Existing Borrowers, the Additional Borrower or Borrowers Party thereto and the Services (as amended and as the same may be further amended, supplemented, restated, replaced, substituted or otherwise modified from time to time, the "Loan Agreement"). The terms of the Loan Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

(B) Assignor is the owner of: (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Owned Land"), or (ii) the leasehold estate or easement interest in the parcel(s) of real property, if any, described on Schedule B-2 attached hereto (the "Leased Land", the Owned Land and the Leased Land are sometimes referred to herein collectively as the "Land") pursuant to the lease or easement agreement described on Schedule B-1 attached hereto, and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

(C) Pursuant to the Loan Agreement, Assignor is required to deliver this Assignment to Assignee in order to assign to Assignee Assignor's interest in the Rents and the Leases with respect to the Real Estate.

ASSIGNMENT

FOR VALUE RECEIVED, Assignor hereby absolutely and unconditionally, subject to the terms hereof, grants, transfers and assigns to Assignee:

A. The Rents and the immediate and continuing right to collect and receive all of the Rents; and



B. All of the other right, title and interest of Assignor in and to the Leases, including, without limitation, the right and power to modify any Lease or to terminate the term or to accept a surrender or termination thereof or to waive or release the other parties from the performance or observance by them of any obligation or condition thereof or to anticipate Rents payable for more than one month prior to accrual; provided, however, that so long as there is no Event of Default, Assignee may not exercise the rights and powers set forth in the foregoing paragraph A and this paragraph B, and Assignor shall have a revocable license to collect, the Rents and to retain, use and enjoy the same, and to exercise such rights and powers described above, subject to the terms of the Loan Agreement and the other Loan Documents. Upon the occurrence and during the continuance of a Event of Default, Assignee may, by giving not less than five days' written notice of such revocation to Assignor, revoke the foregoing license.

1. Defined Terms. Terms used herein which are defined in the Loan Agreement shall have the meanings ascribed to them therein, and the following terms shall have the following meanings:

(i) "Leases" shall mean any and all existing or future leases, licenses, subleases (to the extent of Assignor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Real Estate, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty.

(ii) "Rents" shall mean all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Real Estate or arising from the use or enjoyment of any portion thereof or from any Lease including but not limited to liquidated damages following default under any such Lease, security deposits paid in connection with any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Real Estate, all of Assignor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable debtor relief law.

2. Remedies. (i) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Assignee may have pursuant to the Loan Documents, or as provided by law, and without limitation, Assignee, at its option, exercisable in its sole discretion, may do any of the following:

(A) terminate the license herein granted to Assignor as provided in Clause B above, and collect the Rents and then and thereafter, to the extent prohibited by law, without taking possession, in Assignee's name, demand, collect, receive, sue for, attach and levy upon the Rents, give receipts, releases and acquittances therefor and, after deducting all proper and reasonable costs and expenses of collection and operation of the Premises, as determined by Assignee, including reasonable attorneys fees and disbursements, apply the net proceeds thereof upon any indebtedness



evidenced by the Loan Documents; in the event such license is terminated, Assignor shall pay over to Assignee, or to any receiver appointed to collect the Rents, any lease security deposits;

- (B) to the extent permitted by law, in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, (1) enter upon, take possession of and operate the Premises; (2) make, enforce, modify and accept any surrender of any Lease; (3) obtain and evict operators, concessionaires and licensees; (4) fix or modify rents; and (5) do any acts which Assignee deems proper to protect its rights hereunder,

in each case as fully and to the same extent as Assignee could do if in possession of the Premises, and in such event to apply the Rents so collected to the operation and management of the Premises in such order and such manner as Assignee shall deem proper.

(ii) The acceptance by Assignee of this Assignment shall not, prior to entry upon and taking of possession of the Premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to any Lease or to the Premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by the lessee under any Lease, and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to any persons or property sustained in or about the Premises unless due to its gross negligence or willful misconduct.

(iii) No exercise by Assignee of any right or remedy under this Assignment shall cure or waive any Default or Event of Default or waive or modify any notice of any such Default or Event of Default or invalidate any act done pursuant to such notice.

3. No Liability. This Assignment shall not impose on Assignee any obligation to perform or discharge any obligation of the lessor under any Lease prior to entering upon and taking possession of the Premises by Assignee.

4. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

5. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Land is located.

6. Rights Separate. This Assignment is, subject to the terms hereof, an absolute and immediate assignment and is not an assignment for security purposes. The rights of Assignee under this Assignment and any mortgage or deed of trust are intended to be and are separate, distinct and cumulative. None of them is or shall be in exclusion of the others.



7. Amendments in Writing. No change, amendment, modification, cancellation or discharge of this Assignment or any part hereof shall be valid unless in writing and signed by the Assignor and the Assignee or their respective successors and assigns.

8. Severability. If one or more of the provisions of this Assignment shall be invalid, illegal or unenforceable in any respect, such provisions shall be deemed to be severed from this Assignment, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

9. Notices. All notices, demands, consents and approvals hereunder shall be in writing and shall be deemed to have been sufficiently given or served when delivered as provided for in the Loan Agreement.





IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

SBA TOWERS VI, LLC, as Assignor

By: _____

Name: Neil Seidman

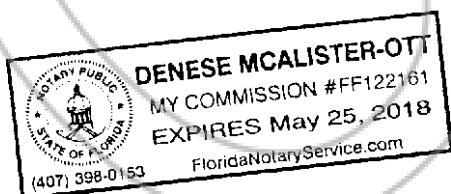
Title: Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing writing bearing the date October 14, 2015 was acknowledged before me this 14 day of October, 2015 by Neil Seidman, to me personally known (or satisfactorily proven) to be the Senior Vice President of SBA Towers VI, LLC, a Delaware limited liability company, on behalf of said company.

Given under my hand this 14 day of October, 2015. My commission expires the 14 day of October, 2015.

Notary Public





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Schedule A

Fee Owned

NONE

COPY

NV 16873-A/Highland Park



Schedule B-1

Description of the Lease(s)

Communications Use Lease, dated July 16, 2007, by and between United States of America, acting through the Bureau of Land Management, Department of the Interior, as lessor, and Arizona Nevada Tower Corporation, its agents, successors, and assigns, as lessee.

As assigned by that certain Assignment and Assumption of Ground Lease, dated June 15, 2015, by Arizona Nevada Tower Corporation, a Nevada corporation, as assignor, to SBA Towers VI, LLC, a Delaware limited liability company, as assignee, and recorded in the Lincoln County Land Records, Nevada on July 14, 2015, as Document No. 0147963, in Book297, Page 0018, as may have been, or may hereafter be assigned or amended.

NV16873-A/Highland Peak



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Schedule B-2

Leasehold Interest

Property located in Lincoln County

Real Property

Highland Peak, NV16873-A

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

NV16873-A/Highland Peak

