

Prepared by, Record and Return to:
J. Coleman Prewitt, Esq
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365
Site ID: UT48088-A

5/26/2014 08:26:277.001-0000
Parcel# 08-26-277-001-0000

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04/22/2014 12:40 PM \$19.00
Book ~ 10225 Pg ~ 2519-2523
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SBA NETWORK SERVICES
5900 BROKEN SOUND PKWY NW
BOCA RATON FL 33487
BY: LTA, DEPUTY - MA 5 P.

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective as of April 18, 2013, ("Effective Date") by and between SBA 2012 TC ASSETS, LLC, f/k/a TOWERCO ASSETS LLC, a Delaware limited liability company ("Assignor") and SBA STEEL LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreement(s) described on Exhibit B-1 (the "Assigned Agreements") encumbering the real property described on Exhibit B-2, both attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Pursuant to the Master Assignment, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on Exhibit B-1 attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused thus Memorandum to be duly executed pursuant to due and proper authority as of the date indicated below.

GRANTOR:

SBA 2012 TC ASSETS, LLC

By:

J. Coleman Prewitt
Vice President

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by J. Coleman Prewitt, Vice President of SBA 2012 TC ASSETS, LLC, f/k/a TOWERCO ASSETS LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me.

Debra DiBetta
Notary Public
Print Name: Debra DiBetta
My Commission Expires: March 24, 2013

GRANTEE:

SBA STEEL, LLC

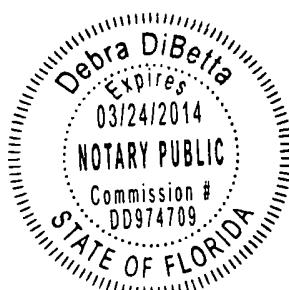
By:

J. Coleman Prewitt
Vice President

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 18 day of April, 2013, by J. Coleman Prewitt, Vice President of SBA STEEL, LLC, a Florida limited liability company, on behalf of the company. The above-named individual is personally known to me.

Debra DiBetta
Notary Public
Print Name: Debra DiBetta
My Commission Expires: March 24, 2013



Schedule B-1

Description of the Mortgaged Lease(s)

Communications Site Lease Agreement (Ground) dated December 5, 2000, by and between Granite Construction Corporation, a California corporation, as lessor, and Nextel West Corp, a Delaware corporation, d/b/a Nextel Communications, as lessee.

As evidenced by Memorandum of Agreement dated December 5, 2000, by and between Granite Construction Corporation, a California corporation, as lessor, and Nextel West Corp, a Delaware corporation, d/b/a Nextel Communications, as lessee, and recorded in the Public Records of Salt Lake County, Utah in Book 8411, Page 2106.

As assigned and evidenced by an Assignment and Assumption of Ground Lease dated September 23, 2008 by Nextel West Corp, a Delaware corporation, as assignor, to TowerCo Assets, LLC, a Delaware limited liability company, as assignee, and recorded on October 8, 2008, in the Public Records of Salt Lake County, Utah, in Book 9649, Page 5957.

TowerCo Assets, LLC, a Delaware limited liability company has changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company.

Schedule B-2

Legal Description

A portion of the following described property:

APN: 08-28-277-001

County of Salt Lake; State of Utah.

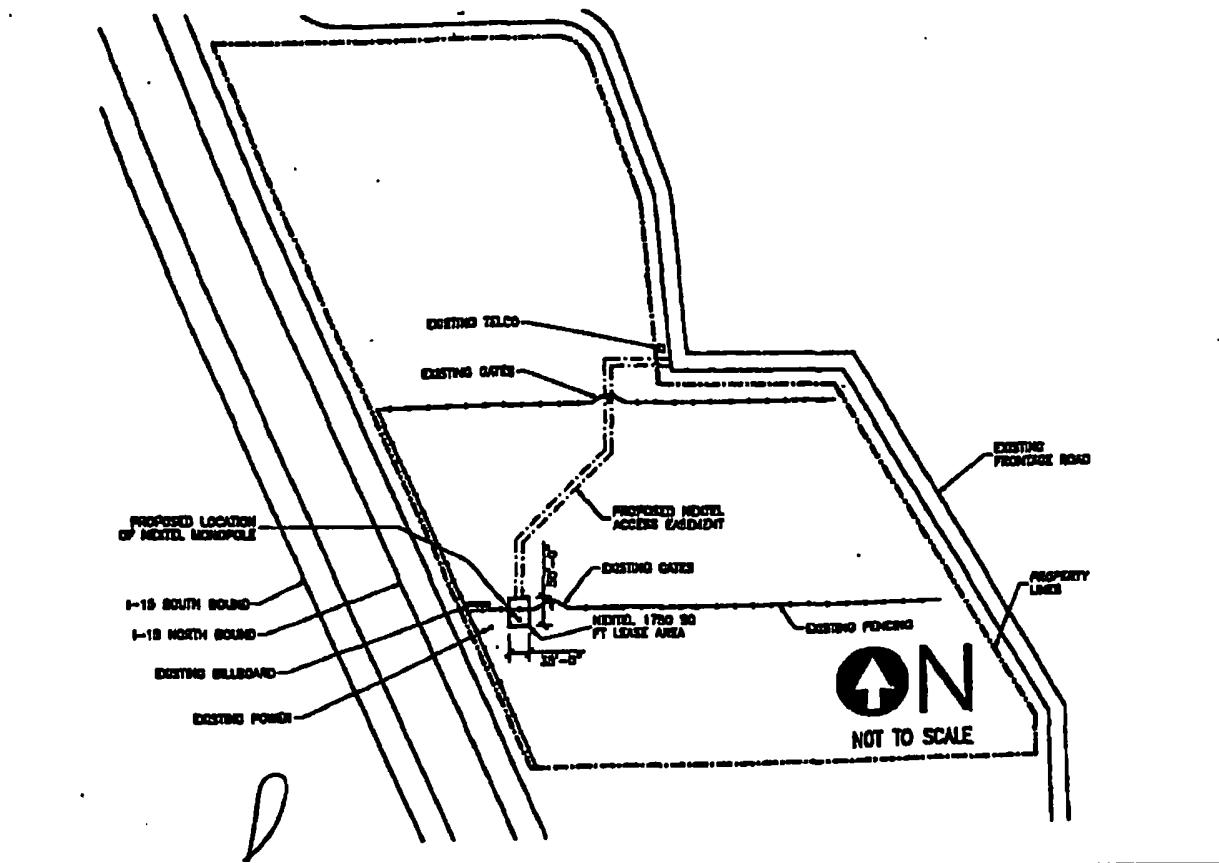
BEGINNING at the Southwest corner of Lot 2, Block 110, Plat "C" Salt Lake City Survey and running West 151.73 feet to a point on the East right of way of the State Road Commission of Utah, said point being East 640.27 feet from the Southwest corner of Block 111, Plat "C", Salt Lake City Survey; thence running along said right of way North 26°49' West 134.80 feet; thence North 25°57'24" West 255.66 feet; thence Northwesterly 331.63 feet along the arc of a 2769.93 foot radius curve to the right (Note: said curve is tangent at its point of ending to a line bearing North 17°21'25" West); thence North 0°34'52" East 132.00 feet to a point that is East 123 feet from the Southwest corner of Lot 17, Block 66, Kinney & Gourlay's Improved City Plat; thence Northwesterly 138.5 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 93 feet East from the Northwest corner of Lot 17, Block 66, Kinney & Gourlay's plat; thence North 12°59' West 17.81 feet; thence Northwesterly 203 feet more or less along the arc of a 2769.9 foot radius curve to the right to a point 56 feet East from the Northwest corner of Lot 13, Block 66, Kinney and Gourlay's plat; thence North 7°01' West 65.49 feet; thence North 5°05' West 135.53 feet to a point 36 feet East from the Southwest corner of Lot 11, Block 66, Kinney & Gourlay's Improved City Plat, Salt Lake City; thence East 559.06 feet along the North line of Block 66 to a point that is 70 feet West of the Northeast corner of Block 65, Kinney & Gourlay's Improved City Plat, said point also being on the West right of way line of the Denver & Rio Grande Western Railroad Co.; thence along said right of way line South 21°15' East 331.08 feet; thence South 243.79 feet to a point 50 feet East of the Southeast corner of Block 65; thence West 15 feet; thence South 64.0 feet; thence East 38.30 feet; thence South 16°53'32" East 71.07 feet; thence East 36.29 feet to the West line of the Denver & Rio Grande Railroad right of way; thence South 17°17'52" East 691.26 feet along said right of way; thence West 437.23 feet to the point of **BEGINNING**. Less a portion of a 50 foot wide frontage road that intersects the Northeast portion of the above described property shown on the official map of the State Road Commission of Utah Project No. UL-239 situated in Block 65 of Kinney & Gourlay's Improved City Plat, Salt Lake City, Utah.

-POOR COPY-
CO. RECORDER

The Premises are described and/or depicted as follows:

APN: 08-26-277-001

1000 N Warm Springs Road, Salt Lake City, UT 84116



UT48088-A/North SLC

BK 10225 PG 2523