

Tex ID 06-037-0174

MNT 52335

Record and Return to:

Name: Nana Brenyah  
Address: TITLEVEST AGENCY, LLC  
44 Wall Street, 10<sup>th</sup> Floor  
New York, NY 10005  
TitleVest Title #: OR-UT-531617

**ASSIGNMENT AND ASSUMPTION OF LEASE AND/OR RENTS**

To be effective on September 30, 2016, and in consideration of One Dollar (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TOWERPOINT ACQUISITIONS, LLC, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor BARTON CREEK PARTNERS, L.L.C., a Utah limited liability company, with principal offices located at 136 South Main Street, Suite 1000, Salt Lake City, Utah 84101 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Telecommunication Easement and Lease Assignment Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

That certain PCS Site Agreement dated June 18, 1999 by and between Barton Creek Partners, L.L.C, a Utah limited liability company and Sprint Spectrum, L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of PCS Site Agreement, aforesaid date and parties, recorded June 29, 1999 in Book 2525, Page 434, Official Public Records of Davis County, Utah; amended by a certain First Amendment to PCS Site Agreement dated December 9, 2005 by and between Barton Creek Partners, L.L.C., a Utah limited liability company and Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of Amendment to PCS Site Agreement, aforesaid date and parties, recorded November 16, 2006 in Book 4161, Page 655, aforesaid records.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

Asset File #: TwPA0205023

The assignment is for a perpetual term.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Telecommunication Easement and Lease Assignment Agreement.

Subject to that certain Telecommunication Easement and Lease Assignment Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this 29<sup>th</sup> day of September, 2016.

Assignor: BARTON CREEK PARTNERS, L.L.C.

Thomas C. Mabey  
Manager  
136 South Main Street, Suite 1000  
Salt Lake City, Utah 84101

STATE OF Utah  
COUNTY OF Davis } ss.

On this 29<sup>th</sup> day of September, 2016, before me, the undersigned notary public, personally appeared Thomas C. Mabey, and proved to me through satisfactory evidence of identification, which was personal knowledge/driver's license/passport/ \_\_\_\_\_ (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Manager of Barton Creek Partners, L.L.C.

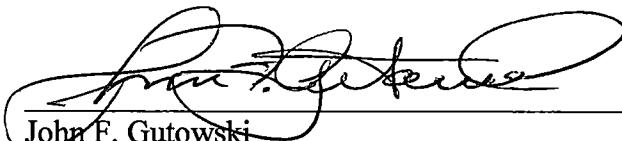
{affix notary seal or stamp}



Heidi Mease  
Notary Public  
My Commission Expires:

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this 27th day of September, 2016.

Assignee: TOWERPOINT ACQUISITIONS, LLC,  
a Delaware limited liability company



John F. Gutowski

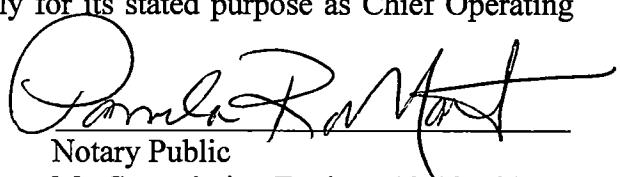
Chief Operating Officer  
Six Concourse Parkway, Suite 1450  
Atlanta, Georgia 30328  
678-775-0360  
678-775-0361

STATE OF GEORGIA

COUNTY OF FULTON

} ss.

On this 27th day of September, 2016, before me, the undersigned notary public, personally appeared John F. Gutowski, and proved to me through satisfactory evidence of identification, which was personal knowledge/ driver's license/passport/  (circle one), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.



{affix notary seal or stamp}

Pamela R Martin  
NOTARY PUBLIC  
Fulton County, GEORGIA  
My Commission Expires 10-19-18

Notary Public

My Commission Expires: 10-19-2018

**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

A parcel of land lying within Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the West line of 500 West Street, said point being North 0°08'30" West a distance of 1749.09 feet along the Section line and South 89°51'30" West a distance of 162.91 feet from the East Quarter Corner of said Section 24, said point also being North 0°22'48" East a distance of 1352.51 feet along the centerline of 500 West Street, and North 89°37'12" West a distance of 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street, and running thence North 89°37'12" West a distance of 425.00 feet to a point on the Easterly right of way line of Interstate 15, said point also being on a 2776.90 foot radius curve to the right (radius bears South 68°58'44" East); thence along the arc of said curve 226.43 through a central angle of 04°40'19"; thence South 89°37'12" East a distance of 336.62 feet; thence South 00°22'48" West a distance of 208.40 feet to the point of beginning.

Less and Excepting therefrom Parcel 1 the following:

Beginning at a point on the West line of 500 West Street, said point being North 00°8'30" West 1943.51 feet along the Section line and South 89°51'30" West 161.15 feet from the East Quarter Corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1547.01 feet along the centerline of 500 West Street and North 89°37'12" West 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street and running thence North 89°37'12" West 310.38 feet; thence North 65°05'01" West 29.67 feet to the Easterly right of way line of Interstate 15 and a 2776.90 foot radius curve to the right (radius bears South 64°20'25" East); thence along the arc of said curve 1.75 feet; thence South 89°37'12" East 336.63 feet to the West line of 500 West Street; thence along said West line South 00°22'49" West 13.90 feet to the point of beginning.

**Parcel 1A:**

Together with the beneficial easements as disclosed by that certain Declaration of Reciprocal Easements and Covenants recorded August 28, 1998 as Entry No. 1435347 in Book 2349 at page 594 of official records.

**PARCEL 2:**

Beginning at a point on the West line of 500 West Street, said point being North 00°8'30" West 1749.09 feet along the Section line and South 89°51'30" West 162.91 feet from the East Quarter Corner of Section 24, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being North 00°22'48" East 1352.51 feet along the centerline of 500 West Street and North 89°37'12" West 40.00 feet from the centerline monument found at the intersection of 400 North Street and 500 West Street, and running along said West line South 0°23'02" West 97.08 feet; thence North 89°37'12" West 462.92 feet to a point on the Easterly right of way line of Interstate 15; thence North 21°35'58" East 104.14 feet, more or less, along said right of way; thence South 89°37'12" East a distance of 425.00 feet to thence East point of beginning.

**EXHIBIT A (continued)**

**LEGAL DESCRIPTION**

**Parcel 2A:**

Together with the beneficial easements as disclosed by that certain Declaration of Reciprocal Easements and Covenants recorded August 28, 1998 as Entry No. 1435347 in Book 2349 at page 594 of official records.

**EXHIBIT B**

**DESCRIPTION OF TELECOM TENANT LEASE(S)**

That certain PCS Site Agreement dated June 18, 1999 by and between Barton Creek Partners, L.L.C., a Utah limited liability company and Sprint Spectrum, L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of PCS Site Agreement, aforesaid date and parties, recorded June 29, 1999 in Book 2525, Page 434, Official Public Records of Davis County, Utah; amended by a certain First Amendment to PCS Site Agreement dated December 9, 2005 by and between Barton Creek Partners, L.L.C., a Utah limited liability company and Sprint Spectrum Realty Company L.P., a Delaware limited partnership, successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as evidenced by a certain Memorandum of Amendment to PCS Site Agreement, aforesaid date and parties, recorded November 16, 2006 in Book 4161, Page 655, aforesaid records.