

Prepared by:

Name: TowerPoint Acquisitions, LLC
Address: Six Concourse Parkway, Suite 1450
Atlanta, GA 30328

Record and Return To:

Name: Nana Brenyah
Address: TITLEVEST AGENCY, LLC
44 Wall Street, 10th Floor
New York, New York 10005
TitleVest Title No.: OR-UT-531617

MNT-55093 TAX ID # 06-037-0174

ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS

This **ASSIGNMENT AND ASSUMPTION OF EASEMENT AND LEASE DOCUMENTS** (the “Assignment”) is made as of the 29th day of December, 2016 (the “Effective Date”), by and between **TOWERPOINT ACQUISITIONS, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the “Assignor”) and **LL Q2-16, LLC**, a Delaware limited liability company, with principal offices at Six Concourse Parkway, Suite 1450, Atlanta, Georgia 30328 (the “Assignee”).

RECITALS

WHEREAS, Assignor is (i) the owner and holder of a certain telecommunications easement and related easements affecting the real property described in Exhibit A attached hereto and made a part hereof by reference (the “Property”), and (ii) the lessor under a certain telecommunications lease affecting the Property, pursuant to those certain easement and lease documents more particularly identified in Exhibit B attached hereto and made a part hereof by reference (the “Easement and Lease Documents”); and

WHEREAS, Assignor has agreed to convey, transfer and assign all of its right, title and interest in and to the Easement and Lease Documents to Assignee, and Assignee has agreed to accept such assignment and assume the obligations of the Assignor under the Easement and Lease Documents on the terms and conditions set forth herein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The background Recitals hereinabove are true and correct and are incorporated herein by this reference.

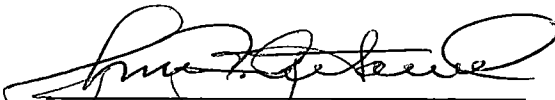
2. **Assignment and Assumption.** As of the Effective Date, Assignor hereby absolutely assigns to Assignee all of Assignor's right, title and interest in and to the Easement and Lease Documents. Assignee hereby accepts such assignment, agrees to be bound by the terms of the Easement and Lease Documents, and assumes and agrees to perform all of the Assignor's obligations under the Easement and Lease Documents on and after the Effective Date.

3. **Miscellaneous.** The parties hereby ratify and reaffirm each and every provision of the Easement and Lease Documents. The Easement and Lease Documents shall remain in full force and effect in accordance with their terms. This Assignment shall be construed and interpreted in accordance with the laws of the State in which the Property is located and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signatures to Follow]

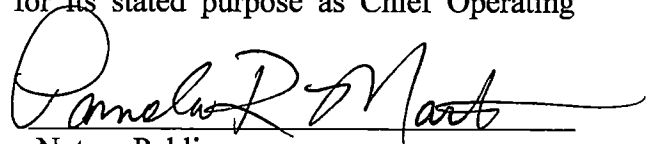
IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR: TowerPoint Acquisitions, LLC, a Delaware limited liability company

By: 
Name: John F. Gutowski
Title: Chief Operating Officer

STATE OF GEORGIA }
COUNTY OF FULTON } ss.

On this 12th day of December, 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 signed it voluntarily for its stated purpose as Chief Operating Officer of TowerPoint Acquisitions, LLC.

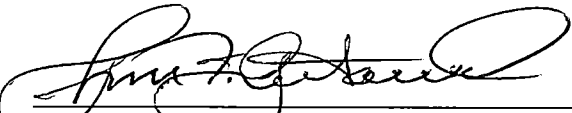

Notary Public
My Commission Expires: 10-19-2018

{affix notary seal or stamp}

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

IN WITNESS WHEREOF the parties hereto have executed this Assignment as of the Effective Date.

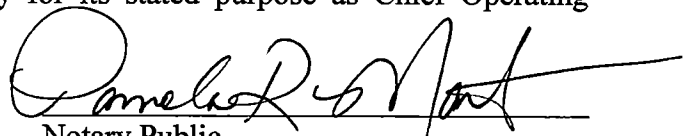
ASSIGNEE: LL Q2-16, LLC, a Delaware limited liability company

By: 
Name: John F. Gutowski
Title: Chief Operating Officer

STATE OF GEORGIA } ss.
COUNTY OF FULTON

On this 12th day of December, 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 signed it voluntarily for its stated purpose as Chief Operating Officer of LL Q2-16, LLC.

{affix notary seal or stamp}


Notary Public
My Commission Expires: 10-19-2018

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

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

EXHIBIT A (continued)

LEGAL DESCRIPTION

centerline monument found at the intersection of 400 North Street and 500 West Street, and running along said West line South $0^{\circ}23'02''$ West 97.08 feet; thence North $89^{\circ}37'12''$ West 462.92 feet to a point on the Easterly right of way line of Interstate 15; thence North $21^{\circ}35'58''$ East 104.14 feet, more or less, along said right of way; thence South $89^{\circ}37'12''$ East a distance of 425.00 feet to thence East point of beginning.

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

EASEMENT AND LEASE DOCUMENTS

Telecommunication Easement and Lease Assignment Agreement dated and to be effective on September 30, 2016, by and between Barton Creek Partners, L.L.C., a Utah limited liability company and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

Assignment and Assumption of Lease and/or Rents dated and to be effective on September 30, 2016, by and between Barton Creek Partners, L.L.C., a Utah limited liability company and TowerPoint Acquisitions, LLC, a Delaware limited liability company, recording to be determined.

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.

Subordination, Non-Disturbance, Attornment and Estoppel Agreement dated September 30, 2016, by and between TowerPoint Acquisitions, LLC (including its successors and assigns), Barton Creek Partners, L.L.C. and Wells Fargo Bank, National Association, recording to be determined.