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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
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FEE \$22.00 Pgs: 7  
DEP RT REC'D FOR FIDELITY NATIONAL  
TITLE GROUP

06-012-0100(pt)

Prepared By:

Joseph P. Quinn  
King & Spalding LLP  
1180 Peachtree Street NE  
Atlanta, Georgia 30309

Record and Return to:

Fidelity National Title Group  
Attn: Andrea Weber  
7130 Glen Forest Drive #300  
Richmond, Virginia 23226

Assignment and Assumption of Agreement

"Assignor": INSITE TOWERS DEVELOPMENT 2, LLC

Assignor Address: 1199 N. Fairfax St., Ste. 700, Alexandria VA 22314

"Assignee": INSITE TOWERS DEVELOPMENT, LLC

Assignee Address: 1199 N. Fairfax St., Ste. 700, Alexandria VA 22314

"Effective Date": 12/17/18

Site Information: UT100 Birnam Woods

Davis County / Utah

Parcel Id #/APN # 06-012-0100(pt)

**Assignment and Assumption of Agreement**  
UT100 Birnam Woods

For good and valuable consideration the receipt of which is hereby acknowledged, as of the Effective Date, Assignor hereby irrevocably assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in the Agreement, as defined in Exhibit A attached hereto and incorporated herein, for the premises (the "Premises") as described in Exhibit B attached hereto and incorporated herein. Unless otherwise defined herein, the terms used in this Assignment shall have the respective meanings ascribed to them in the Agreement.

1. **Assignment and Assumption.** Assignor hereby assigns, transfers, and delivers to Assignee all of Assignor's right, title, and interest in and to the Agreement. Assignee hereby assumes all obligations in connection with the Agreement to the extent that such are attributable to the period from and after the Effective Date.
2. **Binding Nature of Assignment.** All terms of this Assignment shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.
3. **Modification.** No modification, waiver, amendment, or discharge of this Assignment shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, or discharge is or may be sought.
4. **Covenant of Further Assurances.** Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.
5. **Governing Law.** This Assignment shall be construed and enforced in accordance with the laws of the state in which the Premises are located without regard for its conflicts of law provisions.
6. **Counterparts.** This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

**ASSIGNOR:**

INSITE TOWERS DEVELOPMENT 2, LLC,  
a Delaware limited liability company

By:   
Name: Lance C. Cawley  
Title: Chief Financial Officer

DISTRICT OF COLUMBIA

)

) ss.

DISTRICT OF COLUMBIA

)

On December 12, 2018 before me, Julie C. Crawford, a Notary Public, personally appeared Lance Cawley/David Weisman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Julie C. Crawford  
Signature of Notary Public

[SEAL]

JULIE C. CRAWFORD  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 31, 2022



IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Agreement to be executed and delivered by their duly authorized officers and effective as of the Effective Date set forth above.

**ASSIGNEE:**

INSITE TOWERS DEVELOPMENT, LLC,  
a Delaware limited liability company

By: 300  
Name: Lance C. Cawley  
Title: Chief Financial Officer

On December 12, 2018 before me,  
Julie C. Crawford, a Notary Public, personally appeared Lance Cawley/David Weisman, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the law of the District of Columbia that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

John C. Gandy  
Signature of Notary Public

[SEAL]



JULIE C. CRAWFORD  
NOTARY PUBLIC DISTRICT OF COLUMBIA  
My Commission Expires May 31, 2022

**EXHIBIT A**  
**Agreement**

That certain agreement more particularly described as:

Reference: UT100 Birnam Woods

Agreement: Lease Agreement, as assigned to Assignor in that by that certain Assignment and Assumption of Agreement ("First Assignment"), as amended, restated, replaced, supplemented, assigned or otherwise modified from time to time

Agreement Date: Lease Agreement dated as of July 5, 2016; First Assignment effective May 30, 2018

Landlord/Grantor/Lessor: The Rowe Family Trust

Tenant/Grantee/Lessee: Epic Towers, LLC

Recordation Information: As memorialized in that Form of Memorandum of Lease dated July 5, 2016 and recorded on July 7, 2016 in the Office of Davis County, UT as Entry No. 2950225, Book 6553 at Pages 487-492; First Assignment recorded among the records of Davis County, UT as Entry No. 3100352 at Book 7040, Page 1228.

**EXHIBIT B**  
**Legal Description**

**""TOWER LEASE (PREPARED BY THIS OFFICE)**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 229.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01°16'26" WEST, 50.24 FEET; THENCE NORTH 89°51'46" WEST, 49.78 FEET; THENCE NORTH 01°16'26" EAST, 50.24 FEET; THENCE SOUTH 89°51'46" EAST, 49.78 FEET TO THE POINT OF BEGINNING.

**20' ACCESS AND UTILITY EASEMENT (PREPARED BY THIS OFFICE)**

BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CENTERVILLE, DAVIS COUNTY, UTAH AND BEING THE CENTERLINE OF A 20 FOOT WIDE ACCESS AND UTILITY EASEMENT BEING 10 FEET EITHER SIDE OF THE FOLLOWING DESCRIPTION:

COMMENCING AT THE WITNESS CORNER TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 13; THENCE NORTH 89°51'12" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, 690.07 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 01°16'26" WEST, 264.26 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°43'34" EAST, 10.00 FEET; THENCE SOUTH 01°16'26" WEST, 52.45 FEET; THENCE SOUTH 00°25'33" EAST, 135.01 FEET; THENCE SOUTH 03°49'23" WEST, 91.97 FEET TO A POINT ON THE NORTHERLY LINE OF PORTER LANE, SAID POINT ALSO BEING THE POINT OF TERMINATION.

THE SIDE LINES ARE TO BE PROLONGED OR SHORTENED AT THE EASTERLY LINE OF THE TOWER LEASE AREA AND AT THE NORTHERLY LINE OF PORTER LANE.

20' ACCESS AND UTILITY EASEMENT CONTAINS 5789 SQUARE FEET OR 0.133 ACRES MORE OR LESS.

TOWER LEASE CONTAINS 2500 SQUARE FEET OR 0.057 ACRES MORE OR LESS."