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Edward M. Moody
Cook County Recorder of Deeds
Date: 11/19/2020 07:38 AM Pg: 1 of 7

Prepared by:
American Tower Corporation
Attorney Amber Alcorn
10 Presidential Way
Woburn, MA 01801
ATC Site Name: Alsip IL 2
ATC Site Number: 303862

Prior Recording Reference: Doc # 1417054210
Tax Parcel ID: 24-26-300-089-0000

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of June 30, 2020, (the "**Effective Date**"), by and between SBC Tower Holdings LLC, a Delaware limited liability company, with a mailing address of 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 (FA# 10005055) ("**Assignor**"), and American Tower Asset Sub II, LLC, a Delaware limited liability company with a mailing address of 10 Presidential Way, Woburn, MA 01801, Attn: Land Management ("**Assignee**").

Recitals

A. Pursuant to the terms of that certain Lease and Sublease, dated December 14, 2000, by and among SBC Tower Holdings LLC, for itself and as agent for the SBC Group, SBC Wireless, LLC, as Guarantor, Southern Towers, Inc., and SpectraSite Holdings, Inc., as Guarantor, as amended (the "**Purchase Agreement**"), Assignor is transferring certain of the Sites (as defined in the Purchase Agreement) to Assignee.

B. Assignor is the current lessee under that certain Lease, dated April 1, 1984 (as amended, the "**Ground Lease**"), by and between Oxequip Health Industries, Inc., as original landlord, and Assignor, as successor-in-interest to Rogers Radiocall, Inc., as original tenant, relating to a parcel of real property in Cook County, Illinois, as more particularly described in **Exhibit A** and the Ground Lease.

C. In accordance with the terms of the Purchase Agreement, Assignor desires to assign

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its right, title and interest in and to the Ground Lease to Assignee, and Assignee desires to acquire and assume Assignor's rights and obligations under the Ground Lease.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties hereto agree as follows:

1. Assignment of Ground Lease. As of the Effective Date, Assignor does assign, transfer, and set over unto Assignee, with only the warranties expressly stated in the Purchase Agreement, all of the right, title and interest of Assignor in, to and under the Ground Lease, subject to the terms, covenants and conditions contained in or with respect to the Ground Lease and all terms and conditions of all related easements and ancillary agreements.

2. Assumption of Ground Lease. Effective as of the Effective Date, Assignee assumes and accepts the foregoing assignment on the terms and conditions set forth in this Agreement, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations of the Ground Lease on the part of Assignor to be kept, observed and performed which accrue as of the Effective Date (collectively, the "Assumed Liabilities"), with the same force and effect as if Assignee instead of Assignor (or its predecessor) had originally signed the Ground Lease.

3. Terms of Purchase Agreement Control. Nothing contained in this Agreement shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the provisions of the Purchase Agreement, including the warranties, covenants, agreements, indemnification, conditions and representations contained in the Purchase Agreement and, in general, any of the rights and remedies, of Assignor or Assignee set forth in the Purchase Agreement.

4. Amendments. This Agreement may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Agreement.

5. Headings. The headings of the various sections of this Agreement have been inserted only for the purpose of convenience and are not part of this Agreement and shall not be deemed in any manner to modify, expand, explain or restrict any of the provisions of this Agreement. Words of any gender used in this Agreement shall include any other gender and words in the singular shall include the plural, and vice versa, unless the context requires otherwise.

6. Successors and Assigns. This Agreement shall bind and inure to the benefit of Assignor, Assignee, and their respective successors and assigns.

7. Governing Law. The laws of Illinois govern the validity, construction, enforcement and interpretation of this Agreement without reference to its conflict of laws principles.

8. Counterpart Signatures. This Agreement may be executed in any number of counterparts, any one of which shall constitute an original of this Agreement and all of which

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together shall constitute one and the same instrument. When counterparts have been executed by all parties, they shall have the same effect as if the signatures to each counterpart or copy were upon the same documents and copies of such documents shall be deemed valid as originals.

9. Drafting. This Agreement has been prepared by Assignee and its professional advisors and reviewed by Assignor and its professional advisors. Assignor, Assignee and their separate advisors believe this Agreement is the product of all of their efforts, that it expresses their agreement and that it should not be interpreted in favor of either Assignor or Assignee or against either Assignor or Assignee merely because of their efforts in preparing it.

[Signatures appear on the following pages.]

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Lease Agreement as of the Effective Date.

SBC TOWER HOLDINGS LLC

By: NCWPCS MPL Holdings, LLC
Its: Managing Member

By: [Signature]
Name: Gram Meadors
Title: AVP Sourcing Operations

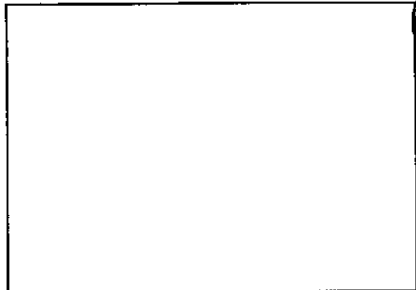
Witnesses:

[Signature]
Name: Nellie Jabbari

[Signature]
Name: Umaran Eder

STATE OF Georgia }
COUNTY OF DeKalb } ss.

On this 24 day of June, 2020, before me, the undersigned notary public, personally appeared Gram Meadors, the Assistant Vice President Sourcing Operations of NCWPCS MPL HOLDINGS, LLC, the managing member of SBC TOWER HOLDINGS LLC, proved to me through satisfactory evidence of identification, which was a driver's license, 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.

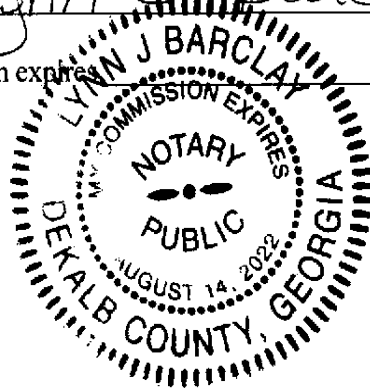


(Use this space for notary stamp/seal)

[Signature]
Notary Public

Print Name Lynn J. Barclay

My commission expires _____





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AMERICAN TOWER ASSET SUB II, LLC
a Delaware limited liability company

Witnesses:

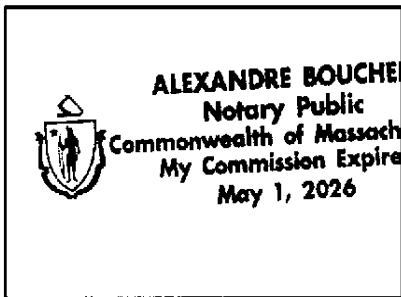
By: 
Name: Daniel Broe
Title: Senior Counsel


Name: Michael S. Dymaczek



Name: Daniel Desjernes

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 24th day of June, 2020, before me, the undersigned notary public, personally appeared Daniel Broe, Senior Counsel of AMERICAN TOWER ASSET SUB II, LLC, proved to me through satisfactory evidence of identification, which was a driver's license, 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.



(Use this space for notary stamp/seal)


Notary Public
Print Name: Alexandre Boucher
My commission expires May 01, 2026

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EXHIBIT A

Description of the Premises

Parent Parcel:

The North 1/2 of Lot 6 in Ketelaar's Industrial Park, being a subdivision of that part of Lot 3 in Raloff's Subdivision, lying South of the South line of Chicago and Calumet Terminal Railroad, (except therefrom the West 100 feet of the South 200 feet and the East 275 feet of the South 325 feet) being a subdivision of that part of the Southwest 1/4 of Section 26, Township 37 North, Range 13 East of the Third Principal Meridian, South of the center line of the former Calumet Feeder, in Cook County, Illinois as shown on the Plat of Subdivision recorded November 10, 1986 as Document 9991465, in Cook County, Illinois.

Parcel ID No. 24-26-300-089

This being a portion of the same property conveyed to Segal Associates of New Jersey, LP, a New Jersey Limited Partnership in a deed from Chicago Title Land Trust Company, a corporation of Illinois, as Trustee under the provisions of a deed in trust duly recorded and delivered to said company in pursuance of a trust agreement dated the 26th day of October, 1988 and known as Trust Number 1092249, dated August 30, 2006 and recorded September 12, 2006 as Instrument No. 0825522184.

(Continued on next page.)

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EXHIBIT A – Continued

Leased Premises:

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That part of Lot 6 in Ketelaar's Industry Park, being a subdivision of that part of Lot 3 in Rakoff's subdivision, lying South of the South line of the Chicago and Calumet Terminal Railroad (except therefrom the West 100 feet of the South 200 feet and East 275 feet of the South 325 feet), being a subdivision of that part of the Southwest ¼ of Section 26, Township 37 North, Range 13, East of Third Principal Meridian, South of the Center line of the Former Calumet Feeder, described as follows: Commencing at the Southeast corner of the North ½ of said Lot 6; thence S88°37'28"W 15.00 feet along the North line of said North ½ of Lot 6; thence N02°00'04"W 86.00 feet for a PLACE OF BEGINNING; thence S87°59'56"W 38.00 feet; thence N02°00'04"W 40.00 feet; thence N87°59'56"E 38.00 feet; thence S02°00'04"E 40.00 feet to the Place of Beginning, being part of said Lot 6 in Ketelaar's Industry Park, containing 1,520 square feet of land, more or less, TOGETHER WITH a 20 foot wide access easement, subject to easements and restrictions of record, if any.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to the following:

That part of Lot 6 in Ketelaar's Industry Park, being a subdivision of that part of Lot 3 in Rakoff's subdivision, lying South of the South line of the Chicago and Calumet Terminal Railroad (except therefrom the West 100 feet of the South 200 feet and East 275 feet of the South 325 feet), being a subdivision of that part of the Southwest ¼ of Section 26, Township 37 North, Range 13, East of Third Principal Meridian, South of the Center line of the Former Calumet Feeder, described as follows: Commencing at the Northwest corner of said Lot 6; thence S02°00'04"E 34.41 feet along the East line of Springfield Ave. as recorded in said Ketelaar's Industry Park for a PLACE OF BEGINNING; thence N88°08'09"E 221.99 feet; thence S02°00'04"E 20.00 feet; thence S88°08'09"W 221.99 feet to said East line of Springfield Ave.; thence N02°00'04"W 20.00 feet along said East line of Springfield Ave. to the Place of Beginning, being part of said Lot 6 in Ketelaar's Industry Park.

(End)