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Karen A. Yarbrough
Cook County Clerk
Date: 03/09/2023 12:34 PM Pg: 1 of 9

Prepared by:
American Tower Corporation
Attorney Cameron Trudeau
10 Presidential Way
Woburn, MA 01801
Attn: Land Management
American Tower Site Name: Indianhead Park
American Tower Site Number: 303888

Prior Recording Reference: Instrument No.: 0320941023, recorded on July 28, 2003
Tax Parcel ID: 18-19-402-015-0000

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement (this "**Agreement**") is made and entered into effective as of November 15, 2022, (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# 10005085) ("**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, SEC 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 Site Agreement – #45 – Indian Head Park, dated October 28, 1987 (as amended, the "**Ground Lease**"), by and between Harris Bank Naperville, as Trustee under Trust Agreement dated June 3 1986 and known as Trust No. 4792 as original landlord, and Assignor, as successor-in-interest to Rogers Radiocall, Inc, an Illinois corporation, 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.

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C. In accordance with the terms of the Purchase Agreement, Assignor desires to assign 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,
a Delaware limited liability company**

Witnesses:

By: NCWPCS MPL Holdings, LLC
Its: Managing Member

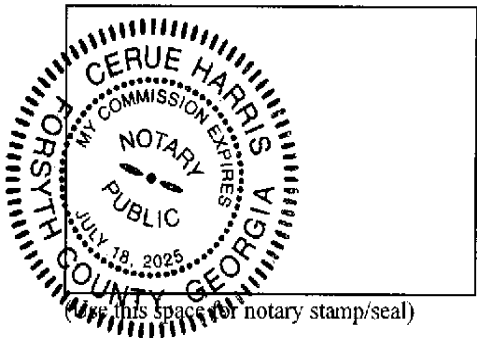
Nellie Johnson
Name: Nellie Johnson

By: *Gram Meadors*
Name: Gram Meadors
Title: AVP Sourcing Operations

Gregory D Ohmer
Name: Gregory D Ohmer

STATE OF GA }
COUNTY OF Forsyth } ss.

On this 3 day of 11, 2022, 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.




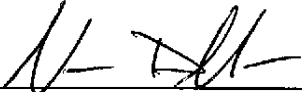
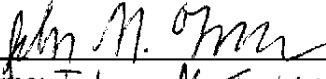
Cerue Harris
Notary Public
Print Name Cerue Harris
My commission expires 7/18/25

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**American Tower Asset Sub II, LLC,
a Delaware limited liability company**

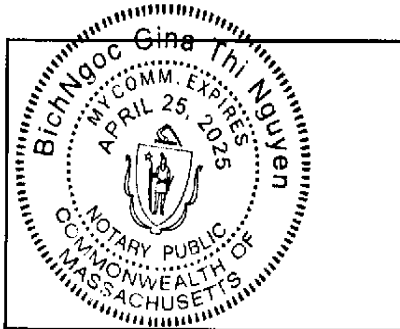
Witnesses:

By: 
Name: Daniel Broe
Title: Vice President, Legal



Name: Nicholas D. Medico

Name: John N. Takas

COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF MIDDLESEX)

On this 15 day of November, 2022, before me, the undersigned notary public, personally appeared Daniel Broe, Vice President, Legal 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: Bich Ngoc Gina Thi Nguyen
My commission expires 4/25/25

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EXHIBIT A

DESCRIPTION OF THE PREMISES

PARENT PARCEL

LOT 36 IN PLEASENTDALE UNIT #1, A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 36; THENCE NORTH 26 DEGREES 48 MINUTES EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 36 EXTENDED NORTHEASTERLY 50.00 FEET; THENCE SOUTH 63 DEGREES 12 MINUTES EAST 100 FEET; THENCE SOUTH 26 DEGREES 48 MINUTES WEST ALONG THE SOUTHEASTERLY LINE OF LOT 26 IN SAID PLEASENTDALE UNIT #1 EXTENDED NORTHEASTERLY 50.00 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 36; THENCE NORTH 63 DEGREES 12 MINUTES WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT 36 100 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

(CONTINUED ON NEXT PAGE)

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EXHIBIT A- Continued

LEASED PREMISES:

THAT PART OF LOT THIRTY-SIX IN PLEASANTDALE UNIT NO. ONE, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION NINETEEN, TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 13, 1942 AS DOCUMENT NO 12873032 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT THIRTY-SIX; THENCE SOUTHERLY ON THE SOUTHEASTERLY LINE OF SAID LOT THIRTY-SIX, A DISTANCE OF 10.0 FT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON THE SOUTHEASTERLY LINE OF SAID LOT THIRTY-SIX A DISTANCE OF 50.0 FT; THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT THIRTY-SIX A DISTANCE OF 60.0 FT; THENCE NORTHERLY ON A LINE PERPENDICULAR TO SAID NORTHERLY LINE OF LOT THIRTY-SIX A DISTANCE OF 50.0 FT. TO A LINE 10.0 FT SOUTHERLY OF AND PARALLEL TO THE NORTHERLY LINE OF SAID LOT THIRTY-SIX; THENCE SOUTHEASTERLY 60.1 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

ACCES AND UTILITIES:

EASEMENT FOR INGRESS AND EGRESS AND PUBLIC UTILITIES

THAT PART OF LOT 36 IN PLEASANTDALE UNIT NO. ONE, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 13, 1942 AS DOCUMENT NO 12873032 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT THIRTY-SIX; THENCE SOUTHERLY ON THE SOUTHEASTERLY LINE OF SAID LOT 36 A DISTANCE OF 60.0 FT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON SAID SOUTHEASTERLY LINE 140.0 FT TO THE SOUTHEASTERLY CORNER OF SAID LOT THIRTY-SIX; THENCE WESTERLY ON THE SOUTHERLY LINE OF SAID LOT THIRTY-SIX A DISTANCE OF 20.0 FT; THENCE NORTHERLY ON A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF SAID LOT THIRTY-SIX A DISTANCE OF 140.0 FT; THENCE SOUTHEASTERLY, 20.0 FT TO THE POINT OF BEGINNING.

EASEMENT FOR STORAGE AND USE OF CONSTRUCTION MATERIAL

THAT PART OF LOT THIRTY-SIX IN PLEASANTDALE UNIT NO. ONE BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION NINETEEN TOWNSHIP THIRTY-EIGHT NORTH, RANGE TWELVE, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED APRIL 13, 1942 AS DOCUMENT NO. 12673032 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT THIRTY-SIX; THENCE SOUTHERLY ON THE SOUTHEASTERLY LINE OF SAID LOT

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THIRTY-SIX A DISTANCE OF 60.0 FT TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ON SAID SOUTHEASTERLY LINE A DISTANCE OF 80 FT; THENCE WESTERLY ON A LINE PARALLEL WITH THE NORTHERLY LINE OF SAID LOT THIRTY-SIX A DISTANCE OF 70.0 FT; THENCE NORTHERLY ON A LINE PARALLEL WITH SAID SOUTHEASTERLY LINE OF LOT THIRTY-SIX A DISTANCE OF 80.0 FT; THENCE SOUTHEASTERLY 70.0 FT TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

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1. an Easement twenty (20) feet in width over and across other real estate owned by Lessor (described on Exhibit A attached to the Agreement, described and depicted on Exhibit B attached to the Agreement and described on Exhibit A to Memorandum of Site Agreement #45 - Indian Head Park as "Easement For Ingress And Egress And Public Utilities"), to provide access, twenty-four (24) hours each and every day, seven (7) days each and every week, for ingress and egress and passage of pedestrians, vehicles and construction materials and equipment, to and from the Premises from and to the nearest public way, and to provide parking and storage for service vehicles, equipment and supplies during any time, from time to time, that Lessee or one of Lessee's Related Parties (as such phrase is defined in the Agreement) is constructing, installing, removing, repairing or replacing the improvements and/or Equipment (as such phrase is defined in the Agreement) pursuant to the Agreement;

2. an Easement twenty (20) feet in width upon, over, under and across the other real estate owned by Lessor described in paragraph 1 above, for the purpose of construction, installation, removal, repair, relocation, replacement, maintenance and operation of electrical, telephone and other communication facilities as may be required in connection with the transmission and distribution of electricity, telephone and other communications and sounds and signals; and

3. an Easement seventy (70) feet by eighty (80) feet upon, over, under and across other real estate owned by Lessor, adjacent to the Premises, described on Exhibit A attached to the Agreement, described and depicted on Exhibit B attached to the Agreement and described on Exhibit A to Memorandum of Site Agreement #45 - Indian Head Park as "Easement for Storage and Use of Construction Materials", for storage and use of construction materials and equipment during any time, from time to time, that Lessee or one of Lessee's Related Parties (as such phrase is defined in the Agreement) is constructing, installing, removing, repairing or replacing improvements or Equipment (as such phrase is defined in the Agreement) pursuant to the Agreement, and during the time of set-up operations before, and clean-up operations after, any such construction, installation, removal, repairs or replacements. After any such use, Lessee is required to restore the area so used to at least as good a condition as before such use.

The Easements are to remain in effect and be irrevocable during the Term of the Agreement and any Extended Terms (as such phrase is defined in the Agreement). Under the Agreement Lessor and Lessor's Beneficiaries are required to maintain, in good and useable condition and repair, the areas covered by the Easements ("Easement Areas") throughout the Term and any Extended Terms.