

2018-006364

Klamath County, Oregon

05/24/2018 11:53:00 AM

Fee: \$117.00

**Prepared by:**

Christian A. Farmakis  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 7<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

**Return to:**

Global Tower Assets III, LLC  
10 Presidential Way  
Woburn, MA 01801  
Attn: Richard P. Palermo, Esq./Due Diligence  
(781) 926-4973

---

**ASSIGNMENT AND ASSUMPTION OF EASEMENT AGREEMENT**

This Assignment and Assumption of Easement Agreement (this “**Assignment**”) is made and entered into as of the 31<sup>st</sup> day of March, 2018, but effective as of the 30<sup>th</sup> day of April, 2018 (the “**Effective Date**”) by and between **Global Signal Acquisitions IV LLC**, a Delaware limited liability company, as successor-in-interest to CF Black Dot LLC (the “**Assignor**”), and **Global Tower Assets III, LLC**, a Delaware limited liability company (the “**Assignee**”). Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and collectively referred to herein as the “**Parties**”.

WHEREAS, Assignor and Assignee are parties to that certain Site Exchange Agreement dated November 7, 2016, as amended by that certain Amended and Restated Site Exchange Agreement dated as of March 6, 2017 (as the same may have been further amended from time to time, collectively, the “**Exchange Agreement**”), pursuant to, and upon the terms of which, Assignor and Assignee have agreed to assign, transfer and convey all of their respective right, title and interest in and to certain assets,

including, without limitation, real property interests, to each other, and to transfer certain obligations related thereto, all as more particularly described in the Exchange Agreement; and

WHEREAS, Assignor is the current grantee under that certain Lease Purchase and Easement Agreement dated March 26, 2013 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Easement Agreement**"), by and between Assignor and KBQ, LLC, as the original grantor (the "**Grantor**"), a memorandum of which was recorded with the records of Klamath County, Oregon on March 26, 2013 as Document Number 2013-003220 (such recorded memorandum attached hereto as **Exhibit A** and by this reference incorporated herein), pursuant to which Grantor granted and conveyed to Assignor an easement in, to, under and over a certain portion of real property owned by the Grantor (the real property, the "**Property**"; such portion of the Property subject to the Easement Agreement, the "**Easement Area**"); and

WHEREAS, Assignor is also the current holder of certain beneficial rights, title and interest in, to and under that certain Land Lease Agreement dated March 1, 2006 (as the same may have been amended, modified or assigned from time to time, collectively, the "**Ground Lease Beneficial Rights**"; the Ground Lease Beneficial Rights together with the Easement Agreement, the "**Easement Documents**"), by and between Assignor, as successor-in-interest to South Central Enterprises, LLC, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as the original tenant, a memorandum of which was recorded on June 2, 2006 with the records of Klamath County, Oregon in Book M06, Page 11202; and

WHEREAS, the Parties hereby desire to effect such assignments, transfers and assumptions;

**NOW, THEREFORE**, in consideration of the representations, warranties, covenants and agreements contained in the Exchange Agreement, the Parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meaning given to such terms in the Exchange Agreement.
2. **Assignment and Transfer of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers unto Assignee, and Assignee hereby accepts from the Assignor, all of the right, title and interest of Assignor in, to and under the Easement Documents, upon the terms and subject to the conditions of the Exchange Agreement and the Easement Documents, respectively. Notwithstanding anything in this Assignment to the contrary, but without limiting any of the Parties' duties and obligations arising under this Assignment, this Assignment shall not constitute an assignment or transfer hereby of any right, title and interest of Assignor in, to and under an Easement Document if an attempted assignment or transfer, without the authorization of a third party thereto, would constitute a breach or violation of such Easement Document, or in any way adversely affect the rights of Assignee thereunder, but only to the extent such authorization has not been obtained. If any authorization described in the preceding sentence is not obtained, or if any attempt at an assignment, transfer or other conveyance thereof would be ineffective or would affect the rights of the Assignor thereunder so that, after the applicable Closing Date, the Assignee would not in fact receive all such rights or obtain the

benefits and rights contemplated by this Assignment and the Exchange Agreement, then the Assignee may elect to pursue certain options, as more particularly described in Section 2(c) of the Exchange Agreement.

3. **Assumption of Easement Documents.** As of the Effective Date, Assignor hereby assigns and transfers to Assignee, and Assignee assumes and agrees to keep, observe and perform all of the terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), pursuant to the Easement Documents. The Assignee assumes and agrees to keep, observe and perform those terms, covenants, agreements, conditions and obligations (other than Pre-Closing Liabilities), with the same force and effect as if the Assignee instead of Assignor (or any predecessor of the Assignor) had originally signed the Easement Documents.
4. **Terms of Exchange Agreement Control.** The provisions of this Assignment are subject, in all respects, to the terms and conditions of the Exchange Agreement, including, without limitation, all of the covenants, agreements, representations, and warranties contained therein, which shall survive the execution and delivery of this Assignment to the extent provided in the Exchange Agreement. Neither the making nor the acceptance of this Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge, or in any way affect the terms and conditions of the Exchange Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Assignment and the terms and conditions of the Exchange Agreement, the terms and conditions of the Exchange Agreement shall control.
5. **Amendments.** This Assignment may not be amended, modified or terminated except by an instrument in writing executed by the parties to this Assignment.
6. **Interpretation and Construction.** This Assignment shall be subject to the provisions set forth in Sections 30(g) and 30(h) of the Exchange Agreement, except to the extent that any contrary or different terms are set forth herein.
7. **Successors and Assigns.** This Assignment shall inure to the benefit of and be binding upon Assignor, Assignee, and their respective successors and assigns. Except as permitted under Section 30(d) of the Exchange Agreement, no Party may transfer or assign this Assignment or any of its rights hereunder, without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign this Assignment to an Affiliate or to a party acquiring such Party or all or substantially all of the assets of such Party, provided, however, that the terms of any such acquisition may not impair, in any substantive way, either Party's ability to perform this Assignment.

8. **Notice.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth below:

<u>To Assignor:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President, Corporate Development 1220 Augusta Drive, Suite 600 Houston, TX 77057	<u>To Assignee:</u>	Global Tower Assets III, LLC Attn: Landlord Relations 10 Presidential Way Woburn, MA 01801
---------------------	---	---------------------	---

<u>With copy to:</u>	Crown Castle USA Inc c/o Crown Castle International Corp. Attn: Senior Vice President and General Counsel 1220 Augusta Drive, Suite 600 Houston, TX 77057	<u>With copy to:</u>	Global Tower Assets III, LLC Attn: General Counsel 116 Huntington Avenue 11th Floor Boston, MA 02116
----------------------	--	----------------------	--

Global Tower Assets III, LLC  
Attn: Shawn Lanier, VP Legal  
10 Presidential Way  
Woburn, MA 01801

Either Party, by written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.

9. **Governing Law.** Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall be governed and construed in all respects in accordance with the laws of the State of New York (except to the extent the laws of the State or Commonwealth in which the Property is situated are mandatorily applicable, in which case the laws of such State or Commonwealth shall govern to the extent required), without regard to the conflicts of laws provisions of New York, or, as applicable, such State or Commonwealth. Any dispute directly related to the breach of this Assignment shall be resolved in accordance with Section 30(e) of the Exchange Agreement.

10. **Counterpart Signatures.** This Assignment may be executed in several counterparts, each of which when so executed and delivered shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, binding on all of the Parties, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Assignment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Assignment by electronic means will

have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Assignment by all Parties to the same extent as an original signature.

11. **No Merger.** It is the intent of the Assignee that the landlord interest in the Easement Documents shall not merge with the tenant interest in the Easement Documents, notwithstanding that both leasehold interests may be held at any time by the same party.

*[END OF DOCUMENT – SIGNATURE PAGES TO FOLLOW]*

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by their respective duly authorized officers to be duly effective as of the Effective Date written above.

**ASSIGNOR:**

**Global Signal Acquisitions IV LLC,**  
a Delaware limited liability company,  
as successor-in-interest to CF Black Dot LLC

Signature: [Signature]  
Print Name: Helen V. Smith  
Title: Director Acquisition & Ops  
Date: March 31, 2018

**WITNESSES:**

Signature: [Signature]  
Print Name: Sylvia Gamison  
Signature: [Signature]  
Print Name: J. V. Budet

**WITNESS AND ACKNOWLEDGEMENT**

State of Texas

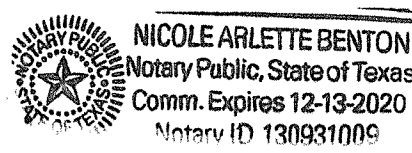
County of Harris

On this 31 day of March, 2018, before me, Nicole Arlette Benton the undersigned Notary Public, personally appeared Helen V. Smith, 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 she executed the same in her authorized capacity, and that by her signature on the instrument, the person or the entity upon which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: Nicole Arlette Benton



My commission expires: \_\_\_\_\_

[SEAL]

[SIGNATURES CONTINUE ON NEXT PAGE]

**ASSIGNEE:**

**Global Tower Assets III, LLC,**  
a Delaware limited liability company

Signature: [Signature]  
Print Name: Shawn Lanier  
Title: Vice President, US Legal  
Date: 4/25/2018

**WITNESSES:**

Signature: [Signature]  
Print Name: David Demelle  
Signature: [Signature]  
Print Name: Renee Byrd

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

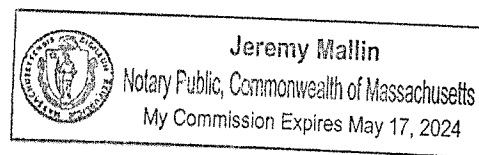
County of Middlesex

On this 25 day of April, 2018, before me, Jeremy Mallin the undersigned Notary Public, personally appeared Shawn Lanier, 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 which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the Commonwealth of Massachusetts that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



[SEAL]

**Attachments:**

Exhibit A: Recorded Memorandum of Purchase and Sale of Easement and Lease and Successor Lease



**EXHIBIT A**

**RECORDED MEMORANDUM OF PURCHASE AND SALE OF EASEMENT AND LEASE AND SUCCESSOR  
LEASE**

[See Attached]

mjc 96038

RECORDING REQUESTED BY )  
AND WHEN RECORDED MAIL TO: )

Black Dot Capital & Real Estate Group )  
27271 Las Ramblas, Suite 200 )  
Mission Viejo, CA 92691 )  
Attn: Howard Forgey )  
)  
)  
)  
)  
)

2013-003220

Klamath County, Oregon

03/26/2013 02:30:55 PM

Fee: \$67.00

Space above for Recorder's Use

MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT

This Memorandum of Lease Purchase and Easement Agreement (this "Memorandum") is made as of March 25, 2013 between KBQ, LLC, an Oregon limited liability company ("Landlord"), and CF Black Dot LLC, a Delaware limited liability company ("CFBD").

A. Landlord and CFBD are parties to a Lease Purchase and Easement Agreement, dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned its right, title and interest in and to the lease described on **Schedule A** attached hereto (the "Lease") with respect to the premises therein described (the "Premises") granted an easement (the "Easement") in, on and under the Property (defined below and described on **Schedule B** attached hereto) and agreed to execute a "Replacement Lease" in the event that the Lease expires or is terminated.

B. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of CFBD's rights under the Agreement including the Easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

1. Landlord has granted and hereby does grant an Easement to CFBD in, under and across certain real property and improvements owned by Landlord of which the Premises are a part (the "Property"), including the Premises, for ingress, egress, utilities and access to the Premises adequate to allow ingress and egress to the Premises and to install and maintain utilities that include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the antenna and telecommunications equipment then existing on the Premises.

2. Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to CFBD, on the terms and subject to the conditions set forth in the Agreement. Landlord has retained all of Landlord's obligations and liabilities under the Lease. The Lease expires by its terms on or about May 31, 2031.

3. Landlord has leased and hereby does lease the Premises to CFBD, on the terms and subject to the conditions set forth in the Agreement. The Replacement Lease is for a term commencing upon the expiration or termination of the Lease and ending on March 25, 2063.

62 AMT

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by CFBD at the address of CFBD above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

KBQ, LLC,  
an Oregon limited liability company

By: 

Name:

ROBERT QUINN

Its:

managing member

STATE OF OREGON

)

COUNTY OF DESCHUTES

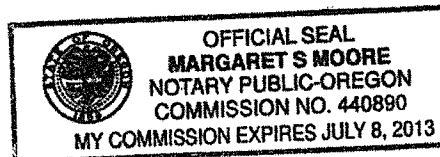
) ss.

)

On March 14, 2013, before me, Margaret S Moore, personally appeared Robert Quinn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Margaret S Moore  
Signature of Notary Public



CFBD:

CF Black Dot, LLC,  
a Delaware limited liability company

By: CF Black Dot Holdco LLC,  
a Delaware limited liability company  
Its: Member

By: Black Dot Capital & Real Estate Group, L.L.C.,  
a Delaware limited liability company  
Its: Member

By:  \_\_\_\_\_

Name: Marc Anthony  
Title: Manager


-ACKNOWLEDGMENT

STATE OF CALIFORNIA       )  
                                      )  
COUNTY OF ORANGE       )

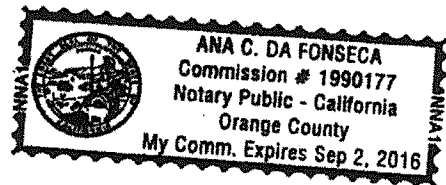
On 3/12/13 before me, Ana C. Da Fonseca, the undersigned, a Notary Public in and for said State, personally appeared Marc Anthony, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Name Ana C Da Fonseca  
(typed or printed)



(Seal)

**SCHEDULE A**  
**to**  
**MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT**

**LEASE DESCRIPTION**

Land Lease Agreement dated March 1, 2006, by and between South Central Enterprises, LLC, an Oregon limited liability company, as Landlord, and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, as Tenant, concerning the Premises that are a portion of the Property located at 2701 Clover Street, Klamath Falls, OR 97601, for the purpose of installing, operating and maintaining a communications facility and other improvements.

**SCHEDULE B**  
**to**  
**MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT**

**LEGAL DESCRIPTION**

Parcel 2 of Land Partition 3-12, located in the Southeast one-quarter of the Northwest one-quarter of Section 20, Township 38 South, Range 9 East, Willamette Meridian, filed June 18, 2012 in Volume 2012-006593, Microfilm Records of Klamath County, Oregon.