Klamath County, Oregon

09/05/2023 08:45:01 AM

Fee: \$107.00

Record and Return to:

Name:

Joseph Mangus

Address:

TITLEVEST AGENCY, LLC 110 East 42nd Street, 10th Floor New York, NY 10017

TitleVest Title #: TOR870384

Prepared by: Jon L. Lober TIGR Acquisitions III, LLC 1170 Peachtree Street, Suite 1650 Atlanta, GA 30309

ASSIGNMENT OF LEASE

August 31st , 2023, and in consideration of One Dollar To be effective on (\$1) and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee TIGR ACQUISITIONS III, LLC, a Delaware limited liability company, with principal offices at 1170 Peachtree Street, Suite 1650, Atlanta, Georgia 30309 (hereinafter referred to as "Assignee") to the undersigned party hereto executing this instrument as assignor ANGEL MT., LLC, an Oregon limited liability company, with principal offices located at 3010 Vale Road, Klamath Falls, Oregon 97737 (hereinafter referred to as "Assignor"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Master Lease Agreement which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease(s) and/or tenancy(ies) upon certain Property owned by Assignor (Legal Description attached as Exhibit A) referenced below and in Exhibit B attached hereto, in which the Assignor has any right, title and interest currently existing and relating to:

> That certain Agreement for Use of Transmission Facilities dated July 1, 2008, by and between Angel Mt., LLC and Klamath Interoperability Radio Group.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned lease(s) and/or tenancy(ies) subsequent to the date hereof, subject to that certain Assignment of Ground Lease Agreement.

Asset File #: TwPA0038312

Subject to that certain Assignment of Ground Lease Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

SIGNATURES FOLLOW

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed and sealed on its behalf this _Z8_day of _ \(\text{August} \), 2023.
Assignor: ANGEL MT., LLC
Donald R. Mills Manager 3010 Vale Road Klamath Falls, Oregon 97737 97693 DEM
STATE OF OVERON
COUNTY OF 1000110001
On this 28 day of, 2023, before me, the undersigned notary public, personally appeared Donald R. Mills, 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/she signed it voluntarily for its stated purpose as Manager of Angel
Mt., LLC.
{affix notary seal or stamp} Notary Public My Commission Expires: 511-2024
OFFICIAL STAMP CHERICE F. TREASURE NOTARY PUBLIC-OREGON COMMISSION NO. 999953 MY COMMISSION EXPIRES MAY 11, 2024

Asset File #: TwPA0038312

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed and sealed on its behalf this day of, 2023.
Assignee: TIGR ACQUISITIONS III, LLC
Jon L. Lober General Counsel 1170 Peachtree Street, Suite 1650 Atlanta, Georgia 30309 678-775-0360 678-775-0361
STATE OF GEORGIA ss.
On this day of, 2023, before me, the undersigned notary public, personally appeared Jon L Lober, 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/she signed it voluntarily for its stated purpose as General Counsel of TIGR Acquisitions III, LLC.
{affix notary seal or stamp} Pamela R Martin NOTARY PUBLIC Cherokee County, GEORGIA Asset File #: TwPA0038312
Asset File #: TwPA0038312 My Commission Expires 11/01/2026

EXHIBIT A

LEGAL DESCRIPTION

The E1/2; The E1/2 of the NW1/4; the SW1/4 of the NW1/4; the NW1/4 of the NW1/4 of Section 26 in Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

EXCEPT that portion of the following described land lying in the NW1/4 of the NW1/4 of said Section 26, more particularly described as follows:

Beginning at an iron pin from which the Section corner common to said Section 23 and 26 (as marked by a brass capped monument) bears North 45° 07' 46" West 130.75 feet and South 29° 15' 31" West 61.67 feet; thence North 43° 51' 57" East 223.58 feet to an iron pin; thence North 84° 44' 04" East 229.91 feet to an iron pin; thence South 08° 53' 40" East 279.98 feet to an iron pin; thence South 41° 58' 02" West 234.03 feet to an iron pin; thence North 45° 07' 46" West 381.17 feet to the point of beginning.

EXHIBIT B

DESCRIPTION OF TELECOM TENANT LEASE(S)

That certain Agreement for Use of Transmission Facilities dated July 1, 2008, by and between Angel Mt., LLC and Klamath Interoperability Radio Group.

