

Instrument Prepared By:

SBA Towers X, LLC
Elizabeth T. Chace
8051 Congress Avenue
Boca Raton, FL 33487
(561) 981-9917

Upon Recording Return to:

SBA Towers X, LLC
Attn: Mergers & Acquisitions
8051 Congress Avenue
Boca Raton, FL 33487
(561) 226-9583
SBA Site ID: **FL22387-S, Suwannee River**

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Ground Lease Assignment") is made and entered into as of this 4th day of January, 2019 ("Transfer Date"), by C4 TOWERS, LLC, a Florida limited liability company, with an address at 3200 S. Hiawasse Road, Suite 205, Orlando, FL 32835 ("Assignor"), and SBA TOWERS X, LLC, a Delaware limited liability company, having an address at 8051 Congress Avenue, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Executive Vice President, Fax Number (561) 989-2941 ("Assignee").

RECITALS

A. On the 16th day of June, 2015, Stanley Wayne & Joyce C. Tindell ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Site Lease Agreement (collectively with all amendments, modifications, renewals, substitutions, extensions, and replacements thereto and thereof, as applicable, the "Ground Lease") for that certain parcel of real property ("Real Property") located in Columbia County, Florida, which Real Property is more particularly described on Exhibit "A" attached hereto.

B. Pursuant to that certain Purchase and Sale Agreement dated as of the 7th day of February, 2018 ("Purchase and Sale Agreement"), by and between Assignor and SBA Towers IX, LLC, a Delaware limited liability company, as assigned to Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all of its right, title and interest in the improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Ground Lease Assignment shall have the meaning ascribed thereto in the Purchase and Sale Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained in this Ground Lease Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. RECITALS. The recitals set forth above are incorporated herein and made a part hereof and are true and correct.

2. ASSIGNMENT. As of the Transfer Date, Assignor hereby irrevocably and absolutely assigns and transfers to Assignee, for itself and for its successors and assigns, all of Assignor's right, title, claim and interest in, to and under the Ground Lease. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, representatives, parents, subsidiaries, employees, attorneys, shareholders, and past, present and future directors and officers, from and against, and upon demand, reimburse Assignee for any claim, damage, loss, liability, obligation, demand, defense, judgment, penalty, suit, proceeding, disbursement, cost and expense, including, without limitation, reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), which may be imposed upon, asserted against or incurred or paid by Assignee by reason of, arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

4. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, assigns and sells to Assignee, its successors and assigns forever, all of Assignor's right, title, claim and interest in and to (i) all Appurtenant Property relating to the Real Property, (ii) all Easements benefiting the Real Property, (iii) all Improvements constructed on the Real Property

or the Easements, and (iv) any and all non-disturbance agreements, subordination, non-disturbance & attornment agreements and all similar agreements benefitting Assignor and/or the Ground Lease.

5. REPRESENTATIONS AND WARRANTIES BY ASSIGNOR. Assignor hereby represents and warrants to Assignee that Assignor is the sole owner of the entire leasehold interest in the Real Property. Neither the Ground Lease nor any interest therein has been assigned to any individual or entity (other than Assignee). No other ground lease or option or commitment to lease affecting the Real Property presently exists.

6. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Ground Lease Assignment occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Ground Lease Assignment shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Ground Lease Assignment, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

7. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Ground Lease Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs at both trial and appellate levels.

8. BINDING EFFECT. This Ground Lease Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

9. GOVERNING LAW. This Ground Lease Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

10. COUNTERPARTS. This Ground Lease Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.


THIS GROUND LEASE ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

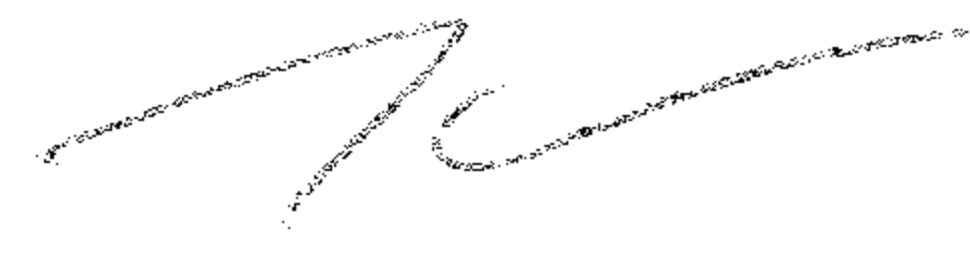
EXECUTION PAGES FOLLOW

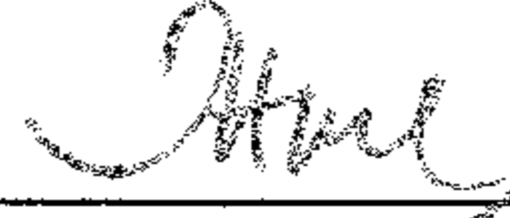
Witnesses:

ASSIGNOR:

C4 TOWERS, LLC,
a Florida limited liability company


Print Name: David C. Gragg


Timothy O'Shaughnessy
Manager

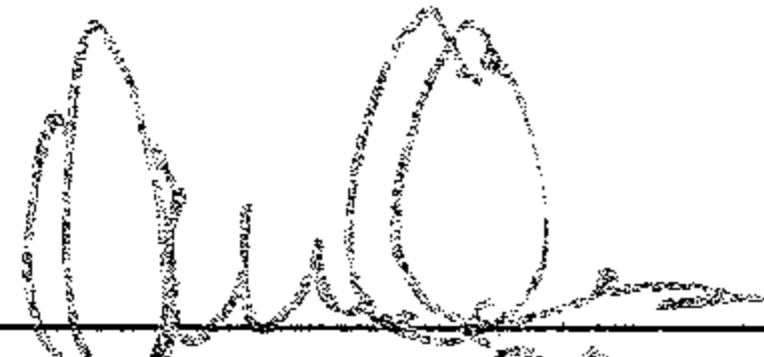

Print Name: T. Hall

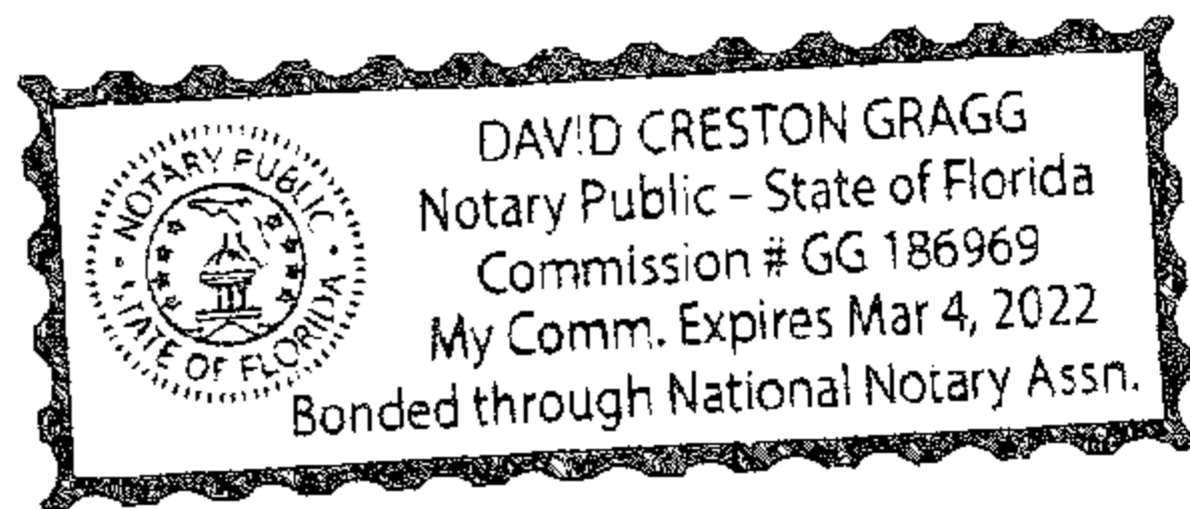
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 14th day of December, 2018 by Timothy O'Shaughnessy, Manager of C4 Towers, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

In witness whereof, I hereunto set my hand and official seal.

[NOTARIAL SEAL]


Print Name: David C. Gragg
Commission Number: _____
My Commission Expires: _____



Witnesses:

ASSIGNEE:

SBA TOWERS X, LLC,
a Delaware limited liability company

Elizabeth S. Chace

Print Name: Elizabeth S. Chace

Luanna Vianna
Print Name: Luanna Vianna

By: _____

Neil Seidman
Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 4 day of January,
2018 by Neil Seidman, Senior Vice President of SBA Towers X, LLC, a Delaware limited liability
company. He is personally known to me.

In witness whereof, I hereunto set my hand and official seal.

[NOTARIAL SEAL]

Elizabeth S. Chace

Print Name: Elizabeth S. Chace

Commission Number: GG 182781

My Commission Expires: 2/28/2022

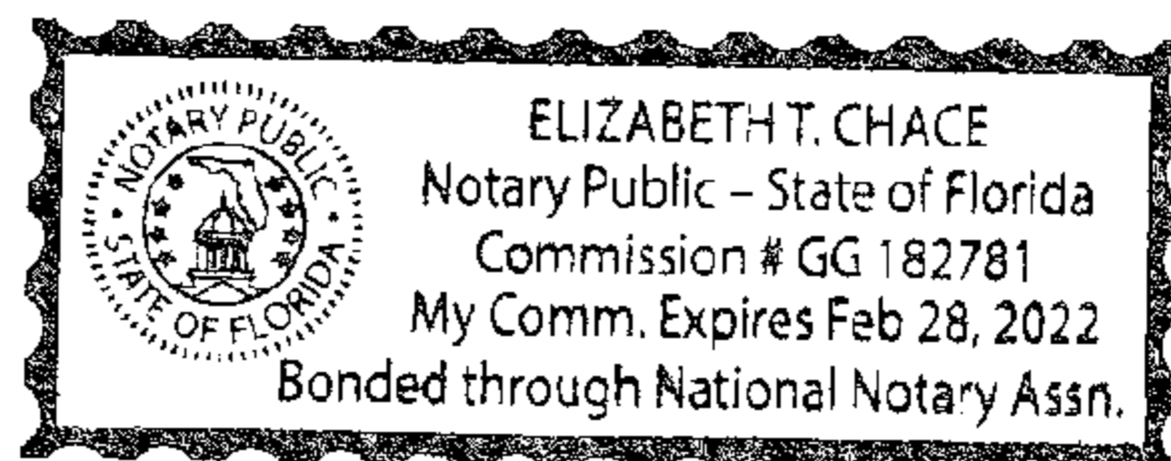


EXHIBIT "A"

Real Property

LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 6;

THENCE ON AN ASSUMED BEARING OF S00°55'12"E ALONG THE WEST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 6, A DISTANCE OF 641.88 FEET;

THENCE N88°26'00"E A DISTANCE OF 605.96 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 47 / U.S. HIGHWAY NO. 441 (100 FOOT PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT - DUREN LS4708);

THENCE S17°13'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1527.62 FEET (SAID RIGHT-OF-WAY LINE REFERENCED BY A FOUND 4" X 4" CONCRETE MONUMENT - NO I.D., BEARING S17°13'00"E AND DISTANCE OF 2092.56 FEET AT THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 6);

THENCE S72°47'00"W A DISTANCE OF 38.42 FEET TO THE POINT OF BEGINNING;

THENCE S01°39'00"E A DISTANCE OF 100.00 FEET;

THENCE S88°21'00"W A DISTANCE OF 100.00 FEET;

THENCE N01°39'00"W A DISTANCE OF 100.00 FEET;

THENCE N88°21'00"E A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN COLUMBIA COUNTY, FLORIDA, CONTAINING 10,000.00 SQUARE FEET, MORE OR LESS.

NON-EXCLUSIVE ACCESS AND UTILITY EASEMENT

A PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 6;

THENCE ON AN ASSUMED BEARING OF S00°55'12"E ALONG THE WEST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 6, A DISTANCE OF 641.88 FEET;

THENCE N88°26'00"E A DISTANCE OF 605.96 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 47 / U.S. HIGHWAY NO. 441 (100 FOOT PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT - DUREN LS4708);

THENCE S17°13'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1527.62 FEET (SAID RIGHT-OF-WAY LINE REFERENCED BY A FOUND 4" X 4" CONCRETE MONUMENT - NO I.D., BEARING S17°13'00"E AND DISTANCE OF 2092.56 FEET AT THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 6);

THENCE S72°47'00"W A DISTANCE OF 38.42 FEET;

THENCE S01°39'00"E A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING;

THENCE N88°21'00"E A DISTANCE OF 49.63 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 47 / U.S. HIGHWAY NO. 441;

THENCE S17°13'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 31.14 FEET;

THENCE S88°21'00"W A DISTANCE OF 57.99 FEET;

THENCE N01°39'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN COLUMBIA COUNTY, FLORIDA, CONTAINING 1,614.23 SQUARE FEET, MORE OR LESS.

FALL ZONE EASEMENT

A CIRCULAR PARCEL OF LAND BEING A PORTION OF GOVERNMENT LOT 1, OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 17 EAST, COLUMBIA COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF GOVERNMENT LOT 1 OF SAID SECTION 6;

THENCE ON AN ASSUMED BEARING OF S00°55'12"E ALONG THE WEST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 6, A DISTANCE OF 641.88 FEET;

THENCE N88°26'00"E A DISTANCE OF 605.96 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID STATE ROAD NO. 47 / U.S. HIGHWAY NO. 441 (100 FOOT PUBLIC RIGHT-OF-WAY) (FOUND 4" X 4" CONCRETE MONUMENT - DUREN LS4708);

THENCE S17°13'00"E ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 1527.62 FEET (SAID RIGHT-OF-WAY LINE REFERENCED BY A FOUND 4" X 4" CONCRETE MONUMENT - NO I.D., BEARING S17°13'00"E AND DISTANCE OF 2092.56 FEET AT THE INTERSECTION WITH THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 6);

THENCE S72°47'00"W A DISTANCE OF 38.42 FEET;

THENCE S88°21'00"W A DISTANCE OF 50.00 FEET;

THENCE S01°39'00"E A DISTANCE OF 50.00 FEET TO THE RADIUS POINT OF A CIRCULAR EASEMENT HAVING A RADIUS OF 100.00 FEET;

SAID PARCEL OF LAND SITUATE WITHIN COLUMBIA COUNTY, FLORIDA, CONTAINING 31,415.93 SQUARE FEET, MORE OR LESS.