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2014 026144

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2014 MAY -9 AM 8:39

MICHAEL B. BROWN
RECORDER

Prepared by, Record and Return to:
Dee Ott, Recording Administrator
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9419
IN12771-A

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective date as of January 1, 2014 ("Effective Date"), by and between SBA TOWERS III LLC, a Florida limited liability company ("Assignor") and SBA TOWERS V, LLC, a Florida limited liability company ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Contribution and Distribution Agreement dated as of January 1, 2014 ("Contribution Agreement"), Assignor assigned to Assignee all of its interest in, among other things, the agreement(s) described on Schedule B-1 attached hereto (the "Assigned Agreements") encumbering the real property described on Schedule B-2 attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Contribution Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Contribution Agreement. Pursuant to the Contribution Agreement, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Agreements. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Agreements arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Contribution Agreement and all of its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on Schedule B-1 attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the assigned interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed pursuant to due and proper authority as of the date first above written.

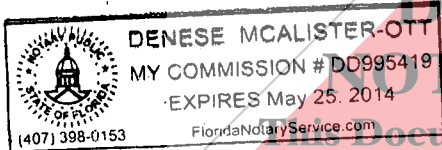
ASSIGNOR:

SBA TOWERS III LLC

By: [Signature]
Thomas P. Hunt
Executive Vice President and General Counsel

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of April, 2014, by Thomas P. Hunt, Executive Vice President and General Counsel of SBA TOWERS III LLC, on behalf of the company. The above-named individual is personally known to me.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

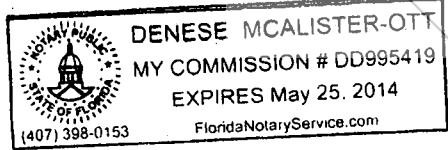
ASSIGNEE:

SBA TOWERS V, LLC

By: [Signature]
Thomas P. Hunt
Executive Vice President and General Counsel

STATE OF FLORIDA)
) ss
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 15th day of April, 2014, by Thomas P. Hunt, Executive Vice President and General Counsel of SBA TOWERS V, LLC, on behalf of the company. The above-named individual is personally known to me.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____



Schedule B-1

Description of the Mortgaged Lease(s)

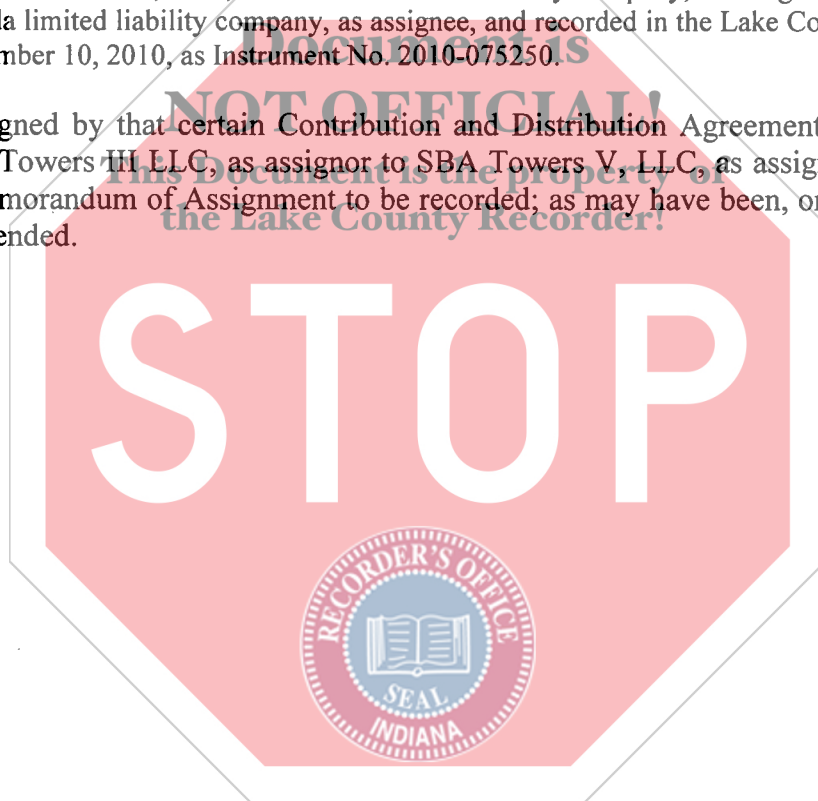
Option and Lease Agreement, dated November 21, 2006, by and between Wayne's Tank and Trailer Repair, Inc., an Indiana Corporation, as lessor, and Horvath Communications IV, LLC, as lessee.

As assigned by that certain Assignment Agreement, dated April 6, 2007 by and between Horvath Communications IV, LLC, an Indiana limited liability company, as assignor, and Horvath Towers, LLC, a Delaware limited liability company, as assignee.

As evidenced by that certain Memorandum, dated January 29, 2007 by and between Wayne's Tank and Trailer Repair, Inc., an Indiana Corporation, as lessor, and Horvath Towers, LLC, a Delaware limited liability company, as lessee, and recorded in the Lake County Land Records, Indiana on July 23, 2010, as Instrument No. 2010-042805.

As assigned by that certain Assignment and Assumption of Ground Lease, dated November 3, 2010, by and between Horvath Towers, LLC, a Delaware limited liability company, as assignor, and SBA Towers III LLC, a Florida limited liability company, as assignee, and recorded in the Lake County Land Records, Indiana on December 10, 2010, as Instrument No. 2010-075250.

As further assigned by that certain Contribution and Distribution Agreement dated January 1, 2014, by SBA Towers III LLC, as assignor to SBA Towers V, LLC, as assignee, evidenced by that certain Memorandum of Assignment to be recorded; as may have been, or may hereafter be assigned or amended.



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Schedule B-2
Leasehold Interest

PARCEL I: LEASE AREA LEGAL DESCRIPTION:

Part of the Northwest Quarter of Section 6, Township 36 North, Range 8 West, City of Gary, Lake County, Indiana, described as follows: Commencing at the Southeast corner of the above described parent parcel; thence North 00°12'23" West along the East line of said parent parcel, a distance of 308.77 feet; thence South 89°40'54" West, a distance of 200.21 feet; thence North 00°19'06" West, a distance of 149.29 feet to the South line of the South Shore and South Bend Railroad right of way (60 feet); thence South 89°40'54" West, a distance of 198.71 feet to the Northwest corner of said parent parcel; thence South 38°59'21" East, a distance of 1.99 feet to the point of beginning; thence North 89°48'22" East, a distance of 81.00 feet; thence South 00°11'38" East, a distance of 81.00 feet; thence South 88°48'22" West, a distance of 81.00 feet; thence North 00°11'38" West, a distance of 81.00 feet to the point of beginning.

PARCEL II: ACCESS/PRIMARY UTILITY EASEMENT LEGAL DESCRIPTION:

A twenty (20) foot wide easement for ingress/egress and the installation and maintenance of utilities over/under and across all that part of the Northwest Quarter of Section 6, Township 36 North, Range 8 West, City of Gary, Lake County, Indiana, having a Southerly and Westerly line described as follows: Commencing at the Southeast corner of the above described parent parcel; thence North 00°12'23" West along the East line of said parent parcel, a distance of 308.77 feet; thence South 89°40'54" West, a distance of 200.21 feet; thence North 00°19'06" West, a distance of 149.29 feet to the South line of the South Shore and South Bend Railroad right of way (60 feet); thence South 89°40'54" West, a distance of 198.71 feet to the Northwest corner of said parent parcel; thence South 38°59'21" East, a distance of 1.99 feet to the North line of the above described lease area; thence North 89°48'22" East along said North lease line, a distance of 81.00 feet; thence South 00°11'38" East along said East lease line, a distance of 81.00 feet to the point of beginning where said easement is 28 feet wide; thence North 89°48'22" East, a distance of 46.44 feet to a point where said easement becomes 20 feet wide; thence South 00°11'38"



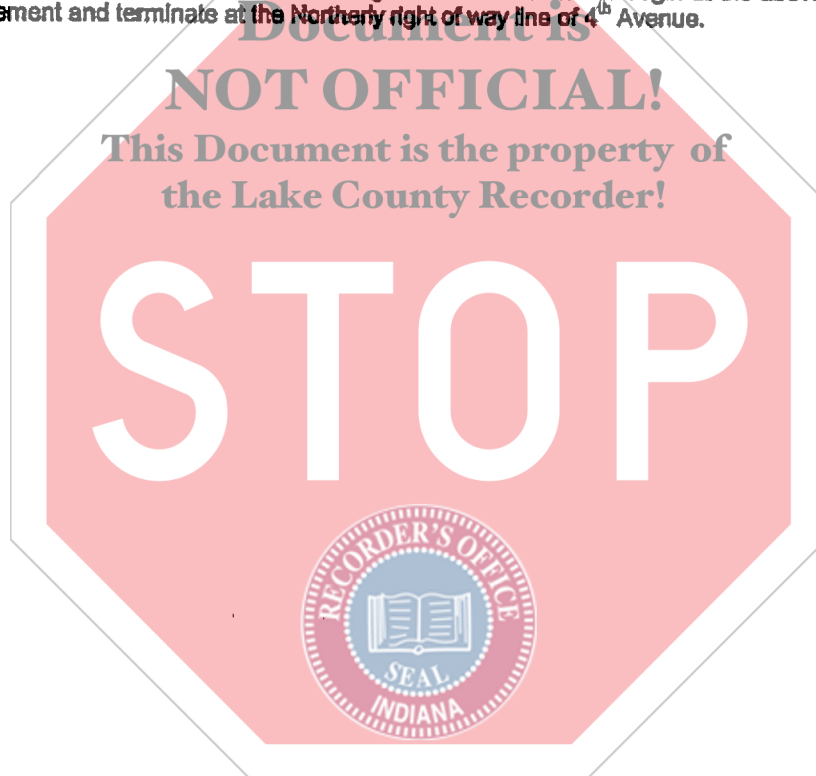
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Schedule B-2 Cont'd

East, a distance of 136.39 feet; thence North 89°48'22" East, a distance of 116.43 feet; thence South 04°04'43" East, a distance of 238.55 feet to the North line of 4th Avenue end point of ending. The sidelines of said easement lengthen and/or shorten to begin at the East line of the above described lease area and terminate at the North line of said 4th Avenue.

PARCEL III: ACCESS/PRIMARY UTILITY EASEMENT LEGAL DESCRIPTION:

A 15 foot wide easement for ingress/egress and the installation and maintenance of utilities over/under and across all that part of the Northwest Quarter of Section 6, Township 36 North, Range 8 West, City of Gary, Lake County, Indiana, having a Westerly line described as follows: Commencing at the Southeast corner of the above described parent parcel; thence North 00°12'23" West along the East line of said parent parcel, a distance of 308.77 feet; thence South 89°40'54" West, a distance of 200.21 feet; thence North 00°19'06" West, a distance of 149.29 feet to the South line of the South Shore and South Bend Railroad right of way (60 feet); thence South 89°40'54" West, a distance of 198.71 feet to the Northwest corner of said parent parcel; thence South 36°59'21" East, a distance of 1.99 feet to the North line of the above described lease area; thence South 00°11'38" East along said West lease line, a distance of 81.00 feet; thence North 89°48'22" East along said South lease line, a distance of 81.00 feet; thence continuing North 89°48'22" East, a distance of 46.44 feet; thence South 00°11'38" East, a distance of 136.39 feet to the point of beginning and the West line of said easement; thence South 15°59'55" West, a distance of 66.00 feet; thence South 04°55'15" East, a distance of 174.97 feet to the North line of 4th Avenue and the point of ending. The sidelines of said easement lengthen and/or shorten to begin at the above described access/utility easement and terminate at the Northerly right of way line of 4th Avenue.



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