

Prepared by:
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~~7130 Glen Forest Dr., Ste. 300~~
~~Richmond, VA 23226~~
Attn: _____

Site Name: CAP NSB-UT.UVSC_SLKCUTU4085_10547739
FA#: 10547739
Tillman ID: TI-OPP-18074

**SHORT FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Short Form of Assignment and Assumption Agreement ("Short Form Agreement") is hereby made as of this 28 day of April, 2021 by and between NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Assignor") and TILLMAN INFRASTRUCTURE LLC, a Delaware limited liability company ("Assignee").

RECITALS

WHEREAS, pursuant to a separate Assignment and Assumption Agreement ("Agreement") Assignor has assigned to Assignee a certain Option and Land Lease Agreement ("Lease") referred to in and affecting the real property more particularly described in Schedule A attached hereto and incorporated herein by this reference (the "Site"), and Assignee has assumed obligations under the Lease arising on or after, and relating to the period from and after, the date of this Short Form Agreement; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee certain Access Agreements, Plans and Government Approvals (collectively, the "Other Assets"), if any, relating to the Lease and more particularly described in the Agreement, and Assignee has assumed obligations under the Other Assets arising on or after, and relating to the period from and after, the date of this Short Form Agreement; and

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WHEREAS, Assignor and Assignee desire to provide public notice of the assignment and assumption of the Lease and the Other Assets (collectively, the "Transferred Assets") as set forth in this Short Form Agreement.

NOW, THEREFORE, for good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby:

1. All of the foregoing recitals are incorporated herein by this reference.
2. Notice is hereby given that Assignor has assigned to Assignee and Assignee has assumed the Transferred Assets. This Short Form Agreement is made for recording purposes only, it being acknowledged by the parties hereto that the Agreement executed by the parties contains all of the terms, conditions and provisions of the assignment and assumption of the Transferred Assets referred to herein. This Short Form Agreement merely supplements such separate Assignment and Assumption Agreement.
3. **ASSIGNOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSFERRED ASSETS. ASSIGNOR SHALL HAVE ABSOLUTELY NO OBLIGATION TO REPAIR, RESTORE, INVESTIGATE OR REMEDIATE ALL OR ANY PART OF THE SITE, OR ANY EQUIPMENT, PERSONAL PROPERTY OR IMPROVEMENT ON THE SITE, AND ASSIGNEE ACCEPTS ALL OF THE TRANSFERRED ASSETS ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS. WITHOUT LIMITING THE FOREGOING, ASSIGNOR MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE SITE; (B) THE SUITABILITY OF THE SITE FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE EQUIPMENT OR ITS OPERATION WITH ANY APPLICABLE LAWS AND/OR PERMITS; (D) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE; (E) THE ACCURACY OR COMPLETENESS OF THE PLANS OR ANY OTHER MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO ASSIGNEE; (F) THE ENFORCEABILITY OR EFFECT OF ANY LEGAL, CONTRACTUAL OR OTHER RIGHTS OR OBLIGATIONS PERTAINING TO THE SITE; OR (G) ANY OTHER MATTER WITH RESPECT TO THE SITE. ASSIGNOR DOES NOT MAKE AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR TOXIC SUBSTANCE IN, ON, UNDER OR ABOUT THE SITE OR THE COMPLIANCE OR NON-COMPLIANCE OF THE SITE WITH ANY AND ALL FEDERAL, STATE OR LOCAL LAWS, ORDERS OR DECREES. ASSIGNEE HEREBY RELEASES ASSIGNOR AND ITS AGENTS, REPRESENTATIVES, AFFILIATES, MEMBERS, MANAGERS AND EMPLOYEES ("ASSIGNOR'S RELATED PARTIES") FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES ARISING FROM ANY MATTER OR THING RELATED TO THE TRANSFERRED ASSETS, THE SITE, THE ENVIRONMENTAL CONDITION OF THE SITE AND/OR THE PHYSICAL CONDITION OF THE SITE, AND ASSIGNEE MAY NOT LOOK TO ASSIGNOR OR TO ANY OF ASSIGNOR'S RELATED PARTIES IN CONNECTION WITH THE FOREGOING FOR ANY REDRESS OR RELIEF.**
4. This Short Form Agreement may be signed in counterparts, and shall be effective if executed in counterparts.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound, have caused this Short Form Agreement to be duly executed as of the date first written above.

WITNESSES:

NEW CINGULAR WIRELESS PCS, LLC
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Karen Heier
Print Name: Karen Heier

By: Mark Jones
Print Name: MARK JONES
Its: AREA MANAGER
Date: 4/22/21

Katherine McGowan
Print Name: Katherine McGowan

Wilma Mendel
Print Name: Wilma Mendel

TILLMAN INFRASTRUCTURE LLC

Anju Ahuja
Print Name: Anju Ahuja

By: SA
Print Name: Sarvesh Ahuja
Its: Authorized Signatory
Date: 4/28/2021

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

NEW CINGULAR WIRELESS PCS, LLC NOTARY BLOCK

STATE OF Colorado

COUNTY OF ARAPAHOE

On the 22 day of April in the year 2021, before me, the undersigned, personally appeared MARIL JOHNS, and acknowledged under oath that he/she is the Area Manager, Network Engineering of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the limited liability company named in the attached instrument, and as such was authorized to execute this instrument on behalf of the limited liability company.

GLENDAY KAY HUDSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204026442
MY COMMISSION EXPIRES JULY 31, 2024

Glenda Kay Hudson
Notary Public Glenda Kay Hudson
Notary/Bar #: 20204026442
My Commission Expires: 7/31/24

TILLMAN INFRASTRUCTURE LLC NOTARY BLOCK

STATE OF NEW ~~YORK~~ Jersey)
COUNTY OF NEW ~~YORK~~ Jersey) SS:

On the 28th day of April in the year 2021, before me, the undersigned, a Notary Public in and for the State of New York, duly commissioned and sworn, personally appeared Juvachi Anya, personally known to me or proved to me on the basis of satisfactory evidence to be an Authorized Signatory of TILLMAN INFRASTRUCTURE LLC, the company that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of TILLMAN INFRASTRUCTURE LLC, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Wilma S. Mende
Notary Public
residing at: 25995 21
My appointment expires: 8/17/2025

WILMA S MENDE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES AUG 17 2025

SCHEDULE A

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DESCRIPTION OF LEASE AND REAL PROPERTY AFFECTED BY LEASE

Lease

Option and Land Lease Agreement dated September 30, 2020, by and between BJBD LC, a Utah limited liability company, and New Cingular Wireless PCS LLC, a Delaware limited liability company, a memorandum of which was recorded on March 23, 2021, at 54527:2021 in the official records of Utah County, Utah.

Real Property Affected by Lease

A portion of the Property legally described as follows:

PARCEL 1: (18-027-0041)

COMMENCING WEST 132.25 FEET AND SOUTH 3118.38 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 88°59' WEST 50 FEET; THENCE SOUTH 1°01' WEST 10 FEET; THENCE SOUTH 88°59' EAST 56 FEET; THENCE NORTHWESTERLY 12 FEET, MORE OR LESS; THENCE NORTH 29°56'48" WEST 11.66 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

PARCEL 2: (18-030-0048)

COMMENCING NORTH 870.82 FEET AND EAST 318.11 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21; TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 28°44'15" WEST 501.13 FEET; THENCE NORTH 89°25'13" EAST 303.57 FEET; THENCE SOUTH 32°52'19" EAST 385.12 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: SOUTH 32°17'42" EAST 39.78 FEET, RADIUS = 1976.08 FEET); THENCE SOUTH 24°13'41" EAST 86.62 FEET; THENCE SOUTH 88°52'53" WEST 328.5 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

PARCEL 3: (18-027-0189)

COMMENCING SOUTH 19.87 FEET AND EAST 2060.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°20'0" EAST 258.25 FEET; THENCE SOUTH 0°40'0" EAST 100 FEET; THENCE NORTH 89°21'0" EAST 65.64 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 25°17'39" EAST 288.43 FEET, RADIUS = 3467.85 FEET); THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 26°54'46" EAST 69.45 FEET, RADIUS = 3309.92 FEET); THENCE SOUTH 88°58'0" WEST 246.01 FEET; THENCE NORTH 28°56'0" WEST 483.54 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

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PARCEL 4: (18-030-0051)

COMMENCING SOUTH 3119.22 FEET AND WEST 110.85 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 27°36'32" EAST 24.6 FEET; THENCE NORTH 89°23'12" WEST 24.85 FEET; THENCE ALONG A CURVE TO THE LEFT (CHORD BEARS: SOUTH 30°17'24" EAST 298.2 FEET, RADIUS = 3309.92 FEET); THENCE SOUTH 32°52'19" EAST 729.99 FEET; THENCE NORTH 89°21'39" WEST 302.01 FEET; THENCE NORTH 27°45'0" WEST 938.82 FEET; THENCE SOUTH 89°25'0" EAST 205.38 FEET; THENCE ALONG A CURVE TO THE RIGHT (CHORD BEARS: NORTH 27°41'53" WEST 68.15 FEET, RADIUS = 3454.04 FEET); THENCE SOUTH 89°24'39" EAST 32.26 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

PARCEL 5: (18-027-0042)

COMMENCING WEST 132.45 FEET AND SOUTH 3118.38 FEET AND NORTH 88°59' WEST 33.93 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 88°59' WEST 205.43 FEET; THENCE SOUTH 27°19' E 68.17 FEET; THENCE SOUTH 88°59' EAST 205.38 FEET; THENCE NORTHWESTERLY 68.15 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 3454.04 FEET THROUGH AN ANGLE OF 1°07'50" WHOSE CHORD IS NORTH 27°16'53" WEST 68.15 FEET TO THE POINT OF BEGINNING.

SITUATE IN UTAH COUNTY, STATE OF UTAH.

The Site is described as follows:

THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 00°40'55" WEST ALONG THE MID-SECTION LINE, 978.68 FEET AND EAST 276.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 61°15'45" EAST, 50.00 FEET;

THENCE SOUTH 28°44'15" EAST, 50.00 FEET;

THENCE SOUTH 61°15'45" WEST, 50.00 FEET;

THENCE NORTH 28°44'15" WEST, 50.00 FEET TO THE POINT OF BEGINNING.

AN AREA CONTAINING 2500 SQ FT. MORE OR LESS.

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The Access, Fiber and Utility Easement is described as follows:

A TWELVE (12) FOOT WIDE ACCESS AND UTILITY EASEMENT SITUATED IN THE LAND REFERRED TO HEREIN IS SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

COMMENCIING AT A POINT LOCATED NORTH 00°40'55" WEST ALONG THE MID-SECTION LINE, 978.68 FEET AND EAST 276.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 21, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN;

THENCE NORTH 28°44'15" EAST, 6.00 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID EASEMENT, LYING 6.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THENCE NORTH 61°15'45" EAST, 59.97 FEET;

THENCE NORTH 04°46'04" EAST, 194.63 FEET;

THENCE NORTH 28°39'55" WEST, 359.11 FEET;

THENCE SOUTH 72°02'43" WEST, 104.01 FEET;

THENCE NORTH 32°05'55" WEST, 152.78 FEET;

THENCE NORTH 27°42'10" WEST, 296.12 FEET;

THENCE NORTH 28°47'25" WEST, 241.40 FEET;

THENCE NORTH 23°30'44" EAST, 144.78 FEET TO THE WESTERLY EDGE OF THE ROADWAY EASEMENT RECORDED IN ENTRY NO. 38546:2001, OF COUNTY RECORDS AND BEING THE POINT OF TERMINUS.

RECEIVED OCT 11 2021

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