

## ASSIGNMENT OF ANTENNA LICENSE AGREEMENT

Prepared by Jason Catalini and

Return Document and

Future Tax Statements to:

TowerCo 2013 LLC

Attn: Legal

5000 Valleystone Drive, Suite 200

Cary, NC 27519

AT&T Cell Site #: 4882

AT&T Cell Site Name: Spingarn

AT&T Fixed Asset No.: 12573553

Property Information: 4882 Spingarn, Washington, DC  
Parcel # 01600042

## **ASSIGNMENT OF ANTENNA LICENSE AGREEMENT**

This Assignment of Antenna License Agreement (“Assignment”) is made and entered into effective as of the 26th day of September, 2022 (“Transfer Date”) by and between **New Cingular Wireless PCS, LLC, a Delaware limited liability company**, with a mailing address of 1025 Lenox Park Blvd NE, 3<sup>rd</sup> Floor, Atlanta, Georgia 30319 (“Assignor”), and **TowerCo 2013 LLC, a Delaware limited liability company**, with an address at 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 (“Assignee”), with the consent of the District of Columbia, a municipal corporation, acting by and through its Department of General Services (the “**District**”) as set forth below.

### R E C I T A L S

WHEREAS, Assignor is a party to that certain Antenna License Agreement dated November 9, 2020 (“License”), by and between the District, as Lessor, and Assignor as Licensee;

WHEREAS, pursuant to the License, Assignor has certain rights and interest in and to a portion of a certain parcel of land in Washington, DC (the “Premises”), as further described on

Exhibit B attached hereto, for the construction, maintenance and operation of a communications facility thereon;

WHEREAS, the Premises are a portion of that certain real property described on Exhibit A attached hereto (the "Parent Parcel"); and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights and interest in and to the License and the Premises.

### ASSIGNMENT

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Premises are more particularly described on Exhibit B hereto which is incorporated by this reference together with Exhibit A.
3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights and interests in and to the License and Premises, including without limitation all ancillary agreements and other appurtenant rights pertaining to the Premises subject to the License, including the Tenant Leases on Exhibit C, if any. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the Assignor/Licensee under the License, and which arise, are incurred, or are required to be performed from and after the date of this Assignment, including those within the Tenant Leases on Exhibit C, if any. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), that arise from or are in any way related to the License as a result of any negligent act or omission or intentional misconduct of Assignor prior to the Transfer Date. Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, that arise from or are in any way related to the License as a result of any negligent act or omission or intentional misconduct of Assignee from the Transfer Date forward.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Default. Assignor represents and warrants unto Assignee that as of the Transfer Date, Assignor is not in default under the License, and all of the fees payable by Assignor, if any, under the License have been duly paid and acknowledged.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the District of Columbia without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the District in which the real property subject to the License is located is mandatory rather than permissive for the issue in question (such as, by way of example only, with respect to possession), the laws of the District in which the real property is located shall govern.

8. Successors and Assigns. The terms and conditions of this Assignment shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

**ASSIGNOR:**

New Cingular Wireless PCS, LLC, a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

DocuSigned by:

By: Justin Barlow  
Name: Justin Barlow  
Its: Sr Real Estate & Construction Manager

**[Assignee signature and District consent on next pages]**

**ASSIGNEE:**

TowerCo 2013 LLC, a Delaware limited liability company

By: TowerCo IV Finance LLC, a Delaware limited liability company  
Its: Sole Member

By:   
Name: Mike Smith  
As its: CFO

DocuSigned by:  
EA9AC6650175A402...

**[District consent on next page]**

Solely to evidence its consent to this Assignment, as required under the License:

DISTRICT OF COLUMBIA, a municipal corporation,  
acting by and through its Department of General Services



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

Name: Keith A. Anderson

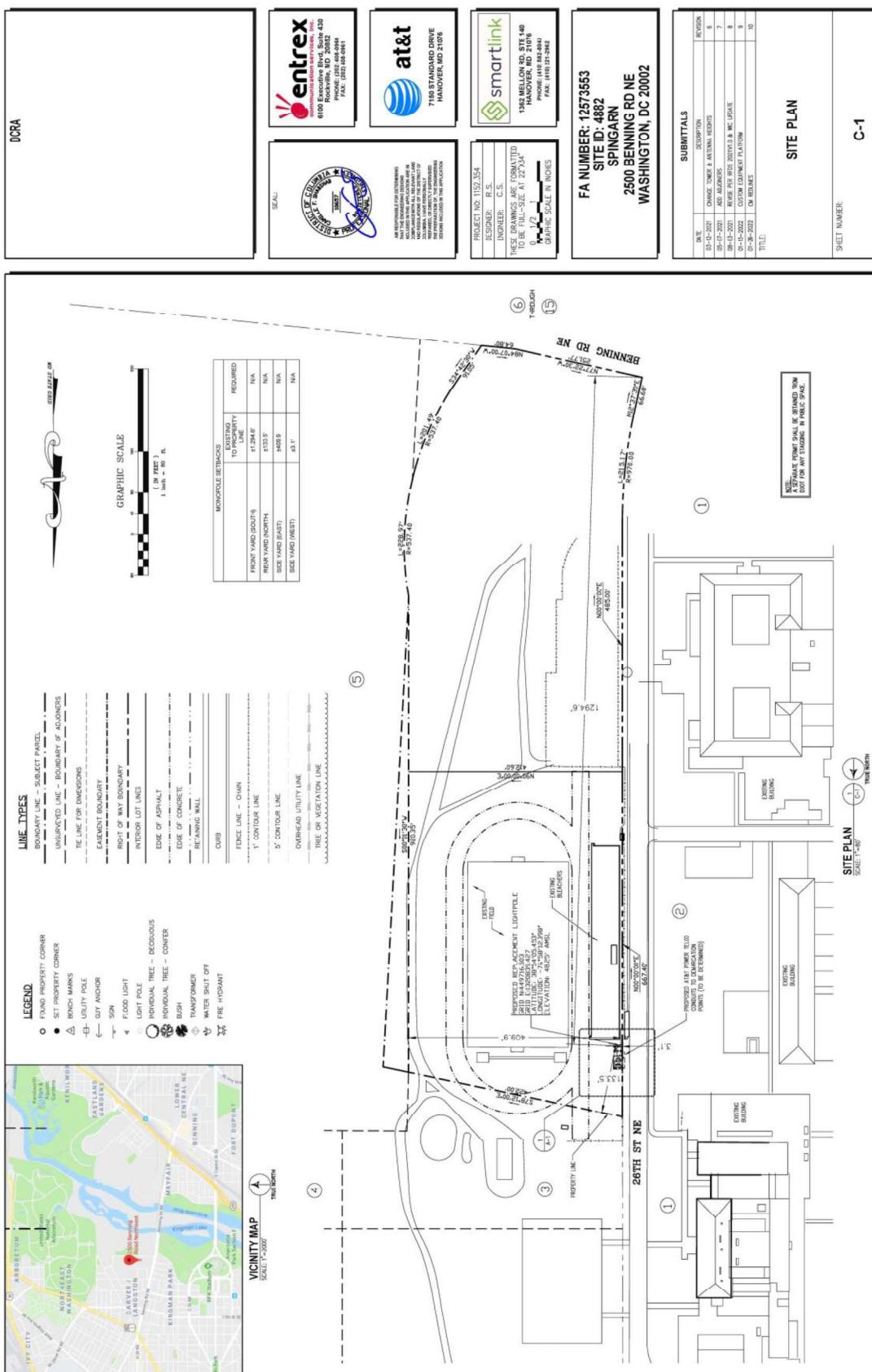
Title: Director

*Approved as to Legal Sufficiency for District of Columbia by:*  
The Office of the General Counsel for the Department of General Services

By: Katherine Jough  
Assistant General Counsel

**EXHIBIT A**  
**PARENT PARCEL**

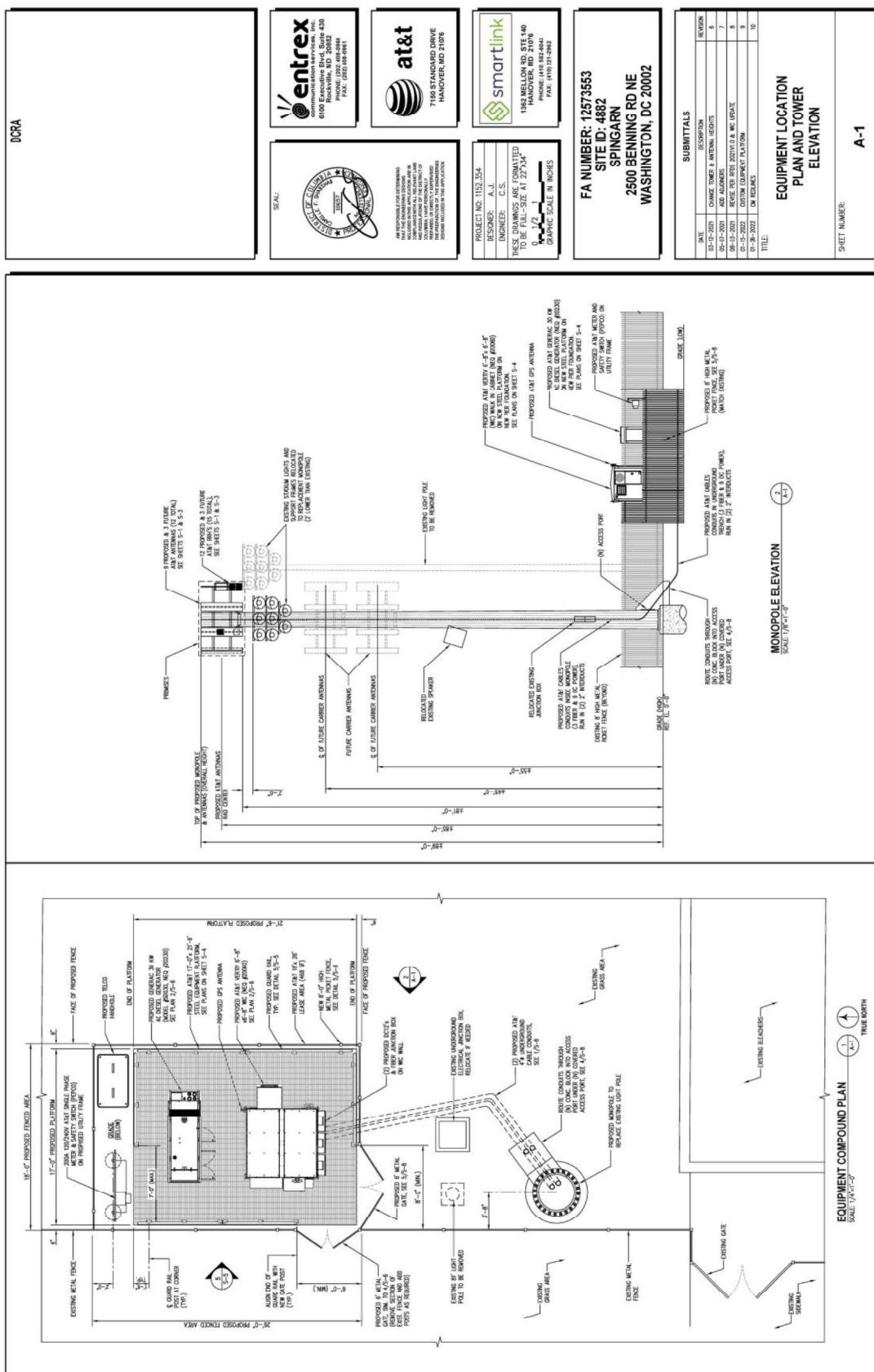
**SEE ATTACHED SITE PLAN**



**EXHIBIT B**  
**LICENSED PREMISES**

The Premises are that certain 504 square foot tract of real property, together with ingress, egress and utilities, more particularly described and/or depicted as follows:

**SEE ATTACHED COMPOUND LAYOUT**



**EXHIBIT C**  
**Tenant Leases**

N/A