

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, 3rd 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 Licensors, 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

By:  _____
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

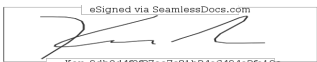
By: TowerCo IV Finance LLC, a Delaware limited liability company
Its: Sole Member

By: 
Name: Mike Smith
As its: CFO

[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

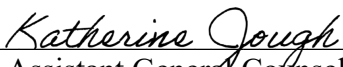
By: 
Assistant General Counsel

EXHIBIT A
PARENT PARCEL

SEE ATTACHED SITE PLAN

DORA

entrex
8000 Executive Blvd, Suite 400
Rockville, MD 20852
PHONE: (301) 484-8841
FAX: (301) 484-8861

at&t
7168 STANDARD DRIVE
HANOVER, MD 21076

smartlink
1326 MILL LANE, STE 140
HANOVER, MD 21076
PHONE: (410) 342-4841
FAX: (410) 321-2862

SEAL:
ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF ENTREX AND SHALL REMAIN THE PROPERTY OF ENTREX. NO PART OF THIS DRAWING SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM ENTREX.

PROJECT NO: 1152354
DESIGNED: R.S.
ENGINEER: C.S.
THESE DRAWINGS ARE FORWARDED TO BE FULL-SIZE AT 27"x34"
DATE: 11/17/2021
GRAPHIC SCALE IN INCHES

FA NUMBER: 12573553
SITE ID: 4882
SPINGARN
2500 BENNING RD NE
WASHINGTON, DC 20002

SUBMITTALS	
DATE	DESCRIPTION
01-12-2021	CHANGE ORDER & ANTENNA HEIGHTS
05-12-2021	ADD ANTENNAS
08-12-2021	REVISE SITE DATA TO 0.8 WIG LAYOUT
09-12-2021	ADD SITE DATA TO 0.8 WIG LAYOUT
10-12-2021	ADD SITE DATA TO 0.8 WIG LAYOUT
11-12-2021	ON REVISIONS

TITLE:

SHEET NUMBER:

SITE PLAN

C-1

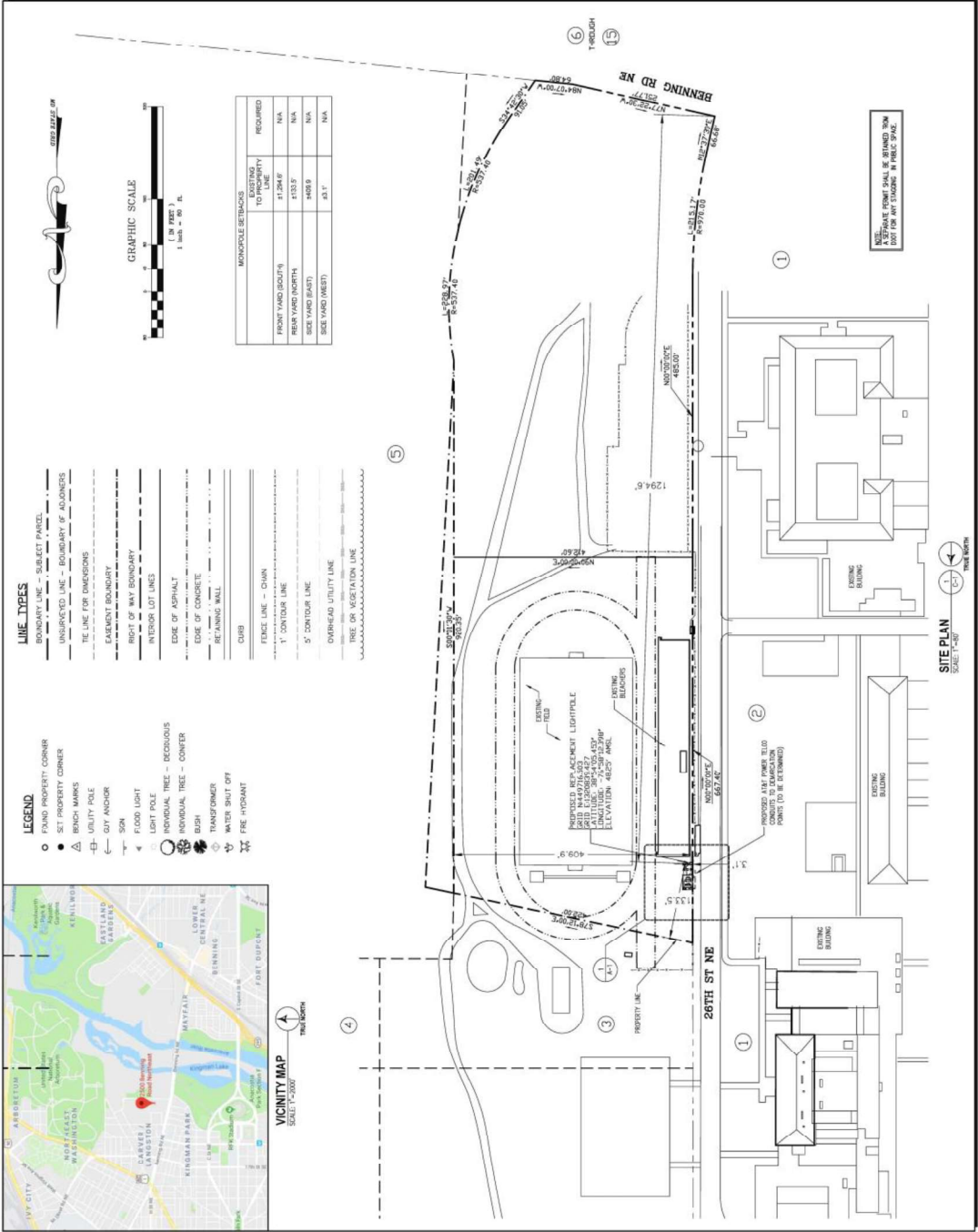


EXHIBIT B
LICENSED PREMISES

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

DORA

entrex
1000 Executive Blvd, Suite 400
Rockville, MD 20852
Phone: (301) 455-8800
Fax: (301) 455-8801

at&t
7160 STANDARD DRIVE
HANOVER, MD 21076

smartlink
1320 MILLON RD STE 140
WASHINGTON, DC 20002
Phone: (410) 582-6661
Fax: (410) 571-2662

PROJECT NO: 1152 354
RESIGNED: A.L.
ENGINEER: C.S.
THESE DRAWINGS ARE FORWARDED
TO BE FULL-SIZE AT 27"x34"
GRAPHIC SCALE IN INCHES

FA NUMBER: 12573553
SITE ID: 4882
SPINGARN
2500 BENNING RD NE
WASHINGTON, DC 20002

DATE	DESCRIPTION	REVISION
03-12-2021	CHANGE TOWER & ANTENNA HEIGHTS	6
05-12-2021	ADD ACCESS	7
08-12-2021	REVISE FOR SITE 20170.0 & MC UPRATE	8
09-02-2022	RELOCATE TOWER PLATFORM	9
09-02-2022	DN RELEASE	10

TITLE:

EQUIPMENT LOCATION
PLAN AND TOWER
ELEVATION

SHEET NUMBER:
A-1

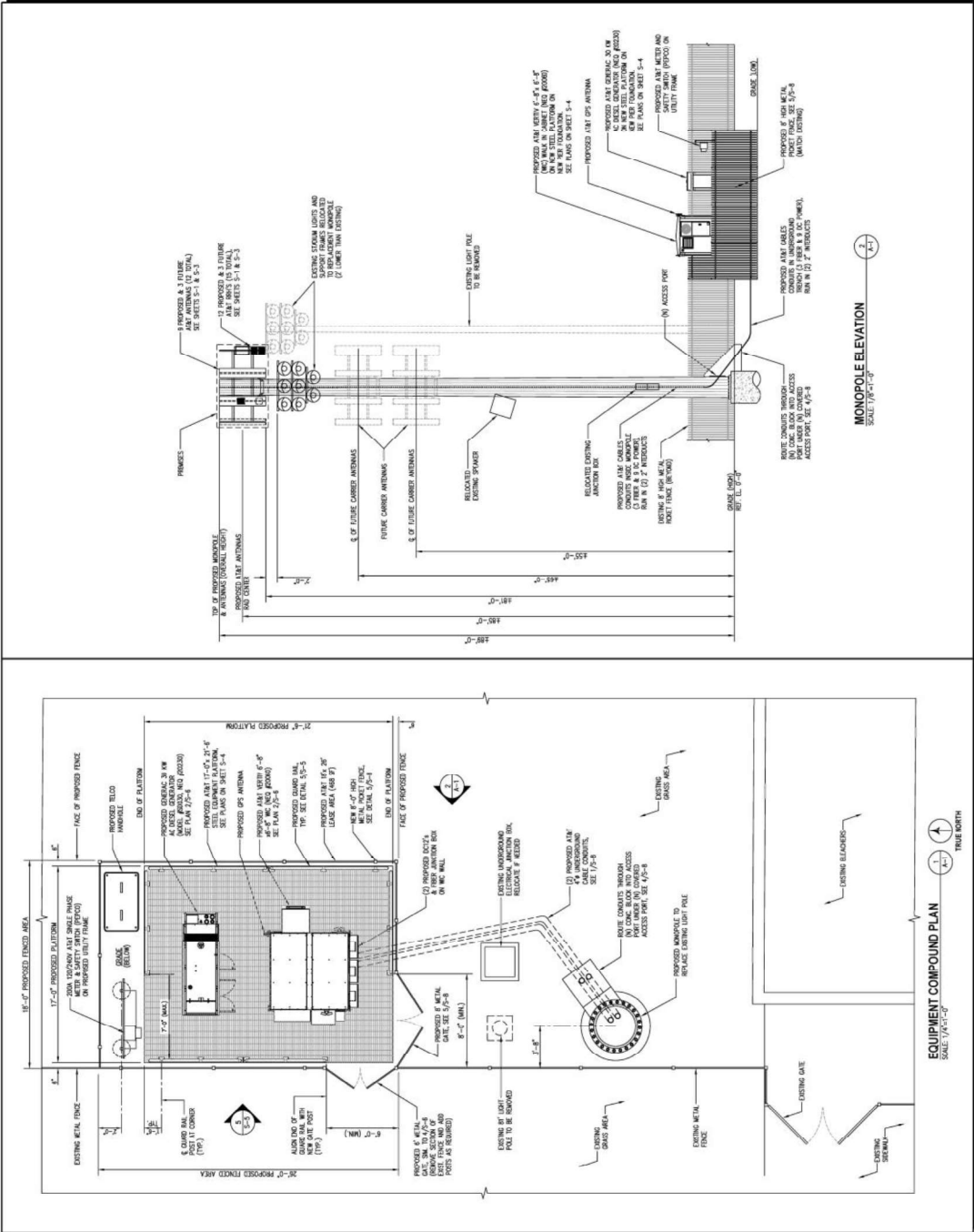


EXHIBIT C
Tenant Leases

N/A