

**Fill in this information to identify the case:**

Debtor Windstream Services, LLC

United States Bankruptcy Court for the: Southern District of New York  
(State)

Case number 19-22400

## Official Form 410

## Proof of Claim

04/16

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.**

**Part 1: Identify the Claim**

1. Who is the current creditor?	<u>52 Eighty Tower Partners I, LLC</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor <u>BOB, LLC dba Business Only Broadband</u>	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	<b>Where should notices to the creditor be sent?</b> <u>52 Eighty Tower Partners I, LLC</u> <u>InSite Wireless Group, LLC</u> <u>Brian Filler</u> <u>N. Fairfax St, Suite 700</u> <u>Alexandria, VA 22314, United States</u>  Contact phone <u>7038798101</u> Contact email <u>See summary page</u>	<b>Where should payments to the creditor be sent? (if different)</b>  Contact phone _____ Contact email _____  Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>8577</u> <u>    </u> <u>    </u>
<b>7. How much is the claim?</b> \$ <u>4,800</u>	<b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	<p>Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.</p> <p><u>Site Agreement - Lease</u></p>
<b>9. Is all or part of the claim secured?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature or property:</b> <div><input type="checkbox"/> Real estate: If the claim is secured by the debtor's principle residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____</div> <b>Basis for perfection:</b> _____ <small>Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)</small>  <b>Value of property:</b> \$ _____ <b>Amount of the claim that is secured:</b> \$ _____ <b>Amount of the claim that is unsecured:</b> \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)  <b>Amount necessary to cure any default as of the date of the petition:</b> \$ _____  <b>Annual Interest Rate</b> (when case was filed) _____ % <div><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</div></div>
<b>10. Is this claim based on a lease?</b>	<div><input type="checkbox"/> No</div> <div><input checked="" type="checkbox"/> Yes. <b>Amount necessary to cure any default as of the date of the petition.</b>    \$ <u>4,800</u></div>
<b>11. Is this claim subject to a right of setoff?</b>	<div><input checked="" type="checkbox"/> No</div> <div><input type="checkbox"/> Yes. Identify the property: _____</div>



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ \_\_\_\_\_

☐ Up to \$2,850\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$12,850\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ \_\_\_\_\_

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/12/2019  
MM / DD / YYYY

/s/Brian Filler  
Signature

Print the name of the person who is completing and signing this claim:

Name Brian Filler  
First name Middle name Last name

Title Senior Counsel

Company InSite Wireless Group, LLC  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



# KCC ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 759-8815 | International (424) 236-7262

<b>Debtor:</b> 19-22400 - Windstream Services, LLC		
<b>District:</b> Southern District of New York, White Plains Division		
<b>Creditor:</b> 52 Eighty Tower Partners I, LLC InSite Wireless Group, LLC Brian Filler N. Fairfax St Suite 700 Alexandria, VA, 22314 United States <b>Phone:</b> 7038798101 <b>Phone 2:</b> 7035353009 <b>Fax:</b> <b>Email:</b> brian.filler@insitewireless.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor Authorized agent	
<b>Other Names Used with Debtor:</b> BOB, LLC dba Business Only Broadband	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Site Agreement - Lease	<b>Last 4 Digits:</b> Yes - 8577	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 4,800	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No <b>Amount of 503(b)(9):</b> No <b>Based on Lease:</b> Yes, 4,800 <b>Subject to Right of Setoff:</b> No	<b>Nature of Secured Amount:</b> <b>Value of Property:</b> <b>Annual Interest Rate:</b> <b>Arrearage Amount:</b> <b>Basis for Perfection:</b> <b>Amount Unsecured:</b>	
<b>Submitted By:</b> Brian Filler on 12-Jul-2019 10:56:16 a.m. Eastern Time <b>Title:</b> Senior Counsel <b>Company:</b> InSite Wireless Group, LLC		



Invoice To

Business Only Broadband  
11101 Anderson Drive, Ste. 100  
Mailstop 2523-B5-FOL-1A  
Little Rock, AR 72212

## Invoice

INVOICE #:

Customer Ref. No: Charlotte NC-007

Building ID: NC200

*Please reference the above  
building ID with your payment.*

*Balance due upon receipt.*

Date	Description	Site	Lease ID	Amount
7/1/2019	Rent - Straight Line	Charlotte 52	008577	2,400.00
8/1/2019	Rent - Straight Line	Charlotte 52	008577	2,400.00
<b>Total</b>				4,800.00

Remit To:

52 Eighty Tower Partners I, LLC  
PO Box 759178  
Baltimore, MD 21275-9178  
Tel: 703-535-3009  
Fax: 703-535-3051  
accountsreceivable@insitewireless.com

Thank You For Your Business!

Next Escalation Date: 4/1/2021

Site Name: CHARLOTTE

Site ID #: NC-007

## SITE AGREEMENT

**1. Premises and Use.** 52 Eighty, LLC, a Delaware limited liability company ("Landlord") leases to BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC, an Illinois limited liability company ("Tenant"), the site described below:

A portion of that certain space on the Landlord's Tower ("Tower"), located at 4021 Rose Lake Dr., City of Charlotte, state of North Carolina. Land consisting of approximately 120 square feet (10 feet by 12 feet) upon which Tenant will construct/place its base station equipment.

Tower space will be on the 138 foot RAD center, with the ability to install no more than nine (9) antennas at this RAD center at a diameter of no more than three (3) feet each and their side arm mounts, see **Exhibit C**; as well as space required for cable runs to connect its equipment and antennas, see **Exhibit A**, together with non-exclusive easements for vehicular and pedestrian access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric facilities, in the discretion of the Site. The Site will be used by Tenant for the purpose of installing, removing, replacing, repairing, upgrading, modifying, maintaining and operating, at its expense, communications service facilities, including, without limitation, antenna and base station equipment, cable, wiring, related fixtures and, if applicable to the Site, an antenna support structure (the "Facilities"). Tenant will use the Site in a manner which will not unreasonably disturb the occupancy of Landlord's other tenants, if any. Tenant will have unrestricted access to the Site and the Facilities 24 hours per day, 7 days per week.

**2. Term.** The term of this Agreement (the "Initial Term") is five (5) years, commencing on the first day of the month following the Lease Commencement Date. The parties anticipate that the Lease Commencement Date shall occur no later than March 31, 2016, subject to extension due to extenuating circumstances, at the time of the Lease Commencement Date. This Agreement will be automatically renewed for four (4) additional terms of five (5) years each (each a "Renewal Term"), unless Tenant provides Landlord with notice of its intention not to renew not less than 90 days prior to the expiration of any Renewal Term.

**3. Rent/Fees.** Landlord acknowledges receipt of the one-time aggregate payment of One Dollar (\$1.00). Starting on the Commencement Date, Tenant will pay rent in advance in equal monthly installments of one thousand, seven hundred and fifty Dollars (\$1,750.00). Rent will increase at each renewal term to an amount equal to five percent (5%) of the rental rate in effect for the prior term. The Fee shall not be considered late unless received after the fourteenth (14<sup>th</sup>) day of the month then due. In addition, while monthly payments of fees shall be due without invoice or demand, Landlord shall be required to provide an invoice for any and all non-recurring monthly charges, if any, that Tenant may owe. Late payments for any of the fees described herein shall be assessed a penalty of one and one-half percent (1.5%) ("Late Fees") accruing on any unpaid amounts on a monthly basis.

**4. Title and Quiet Possession.** Landlord represents and warrants to Tenant and further agrees that: (a) it is the lease-holder of the property of which the Site is a part; (b) it has the right to enter into this Agreement; (c) the person signing this Agreement has the authority to sign; (d) Tenant is entitled to access the Site at all times and to the quiet possession of the Site throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period.

**5. Assignment/Subletting.** Tenant may not sublease the Premises nor assign its rights under this Agreement in whole or in part unless to an entity which acquires substantially all of Tenant's assets. Transfers to an affiliate company, whether by sublease or assignment, shall not require Landlord's consent. Otherwise, Tenant may not sublease this Premise or assign its rights under this Agreement without Landlord's consent which shall not be unreasonably withheld, delayed, or conditioned. Landlord may sell, lease, license or transfer the Site or Ground Lease, provided the sale, lease, license or transfer is subject to the terms and conditions of this Agreement and the assignee or transferee agrees in writing to be bound by the terms, conditions and obligations of this Agreement. Landlord shall provide Tenant with thirty (30) days prior notice of such sale, lease, license or transfer.

**6. Notices.** All notices must be in writing and are effective only when deposited in the U.S. mail, certified and postage prepaid or when sent via overnight delivery. Notices to Tenant are to be sent to: ~~South Arkansas Telephone Company~~, sent to address shown underneath Tenant's signature. Notices to Landlord must be sent to the address shown underneath Landlord's signature.

**7. Improvements.** Upon prior written notice to Landlord, Tenant may, at its expense, make improvements on the Site as it deems necessary or desirable from time to time for the operation of the Facilities. Landlord agrees to cooperate with Tenant with respect to obtaining any required zoning or other governmental approvals for the Site and the Facilities. Upon termination or expiration of this Agreement, Tenant shall, remove the Facilities and will restore the Site to substantially the condition existing on the Lease Commencement Date, except for ordinary wear and tear and casualty loss within sixty (60) days.

**8. Compliance with Laws.** Landlord represents and warrants to Tenant that Landlord's property (including the Site), and all improvements located thereon, are in substantial compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will provide Landlord with a copy of its FCC License and will substantially comply with all applicable laws relating to its possession and use of the Site.

**9. Interference.** Tenant shall not use the Site in any way which interferes with the use of the Property by Landlord, or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference within 48 hours of receipt of written notice. If the interference cannot be eliminated within a reasonable length of time, not to exceed 5 days after receipt of notice, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately without written notice. Landlord agrees that all agreements it enters into with other tenants or users of this Site will include provisions consistent with this Section 9. Interference.

**10. Utilities.** Tenant has the right, at its sole cost and expense, to obtain electrical service from any utility company that provides service to the Premises and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility services. Tenant may arrange for the installation of a separate meter and main breaker, subject to Landlord's right to approve the exact location of proposed utility routes and the manner of installation, which approval shall not be unreasonably withheld, conditioned or delayed. If Landlord rejects the proposed utility routes and manner of installation, Tenant shall have the right to terminate this Lease, whereupon the parties shall have no further obligations or liabilities to each other. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service. Tenant is prohibited from bringing in any land line telecommunications services (fiber optic, coaxial, twisted pair, copper or other hardwired plant) onto the property other than those offered by Level (3) Communications, LLC. Tenant must purchase telecommunications interconnect services from Level(3) Communications, LLC for this site (no minimal requirements necessary), if tenant does not purchase services from Level(3) Communications, LLC then tenants monthly recurring rent shall increase by six hundred and fifty Dollars (\$650.00) for that current term. In the event that a subsequent tenant on the Site utilizes Level (3) Communications, LLC's services at the Site, Tenant's additional rent of six hundred and fifty Dollars (\$650.00) shall no longer be required. Landlord has no right to prevent electrical installations, except Landlord does have the right to approve the route and the manner of installation so long as approval is not unreasonably withheld, conditioned or delayed. If Landlord rejects the proposed routes and manner of installation, Tenant shall have the right to terminate this Lease, whereupon the parties shall have no further obligations or liabilities to each other.

**11. Termination.** Upon termination of this Agreement on or before the end of the first half of the first term (the first five (5) years from the Lease Commencement Date, except in cases where this Agreement is terminated due



Site Name: CHARLOTTE

Site ID #: NC-007

to Landlord's failure of proper Landlord activities or authority or other default by Landlord, or Tenant's failure to maintain any necessary governmental permits or approvals that were not the fault of tenant due to negligence or other intentional activities, Tenant will pay Landlord a termination fee in the amount of six (6) month's rent, at the then current rate, as liquidated damages. At any time during the second half of the first term (years six (6) through ten (10) from the Lease Commencement Date, notwithstanding any provision contained in this Agreement, Tenant may, in Tenant's sole and absolute discretion and at any time and for any or no reason, terminate this Agreement, with 90 day written Notice, Tenant will pay Landlord a termination fee in the amount of three (3) month's rent, at the then current rate, as liquidated damages.

**12. Default.** If either party is in default under this Agreement for a period of 30 days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

**13. Indemnity.** Subject to Section 17 hereof, Landlord and Tenant each indemnifies and agrees to defend the other against and holds the other harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of the activities, use and occupancy of the Site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this Section will survive termination of this Agreement.

**14. Hazardous Substances.** Landlord represents and warrants to Tenant that it has no knowledge of any substance, chemical or waste on the Site that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. Tenant will not introduce or use any Substance on the Site in violation of any applicable law. Landlord will have sole responsibility for the identification, investigation, monitoring and remediation and cleanup of any Substance discovered at the Site unless the presence or release of the Substance is caused by the activities of Tenant. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Substances on the Property or the migration of any Substance to other properties or the release of any Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

**15. Subordination and Non-Disturbance.** This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Lease Commencement Date. Promptly after this Agreement is fully executed, however, Landlord will obtain a non-disturbance agreement in a form reasonably acceptable to Tenant from the holder of any mortgage or deed of trust.

**16. Property Taxes.** Tenant will pay Landlord any increase in Landlord's real property taxes that is directly attributable solely to any improvements to the Site made by Tenant. Landlord must pay prior to delinquency, all property taxes and assessments attributable to the property of Landlord of which the Site is a part. Within 60 days after receipt of evidence of

Landlord's payment, Tenant will pay to Landlord any increase in Landlord's real property taxes which Landlord demonstrates, to Tenant's satisfaction, is solely attributable to any improvements to the Site made by Tenant.

**17. Insurance.** Tenant will procure and maintain commercial general liability insurance, with limits of not less than \$2,000,000 combined single limit per occurrence for bodily injury and property damage liability, with a certificate of insurance to be furnished to Landlord within 30 days after Tenant's receipt of a written request. Tenant may elect to self-insure in a manner consistent with its risk management program in effect from time-to-time; and provide Landlord with a Certificate of insurance or statement of self-insurance reasonably acceptable to Landlord. Each party hereby waives its right of recovery against the other for any loss or damage covered by any insurance policies maintained by the waiving party. Each party will cause each insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against the other party in connection with any damage covered by the policy.

**18. Maintenance.** Tenant will be responsible for repairing and maintaining the Facilities and any other improvements installed by Tenant at the Site in a proper operating and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Landlord, its agents, contractors or employees, Landlord will reimburse Tenant within thirty (30) days after receipt of notice for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto. Landlord will maintain and repair all other portions of the property of which the Site is a part in a proper operating and reasonably safe condition.

**19. Miscellaneous.** (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the state in which the Site is located; (c) Landlord agrees to coordinate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises including promptly executing and delivering to Tenant a recordable Memorandum of Agreement in the form of **Exhibit B**, attached; (d) this Agreement (including the Exhibits) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of the provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) from time to time Tenant may be requested to execute an Estoppel, which shall be returned to Landlord within twenty (20) business days, and (g) the prevailing party in any action or proceeding in court or mutually agreed upon arbitration proceeding to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

**20. Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

**21. Bankruptcy and Insolvency.** Landlord and Tenant agree that this Agreement constitutes a lease of non-residential real property for the purposes of 11 U.S.C. § 365 (d) (4) or any such successor provision.

**22. Waiver of Landlord's Liens.** Landlord hereby waives any and all lien rights it may have, statutory or otherwise concerning the Tenant Facilities or any portion thereof which shall be deemed personal property for the purposes of this Agreement, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant and Tenant's Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's sole discretion and within Landlord's consent.


The following Exhibits are attached to and made a part of this Agreement: Exhibits A, B, C, D

Site Name: CHARLOTTE

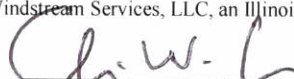
Site ID #: NC-007

**LANDLORD:**

52 Eighty, LLC, a Delaware limited liability company

By:   
Name: Michael J. Totten  
Title: President  
Date: March 3, 2016  
Address: 13680 Alpharetta Highway  
Suite G200  
Milton, Georgia 30004-5178

**TENANT:**BOB, LLC dba Business Only Broadband, a wholly owned subsidiary  
of Windstream Services, LLC, an Illinois limited liability company

By:   
Name: Christopher Craven  
Title: VP - Fixed Wireless  
Date: 2/25/2016  
Address: 999 Oak Creek Dr.  
Lombard, IL 60148

*Attach Exhibit A - Site Description**Attach Exhibit B - Memorandum of Agreement**Attach Exhibit C - Tenant's Application**Attach Exhibit D - Ground Lease*



Site Name: CHARLOTTE

Site ID #: NC-007


**EXHIBIT A  
TO SITE AGREEMENT**

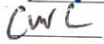
**Site Description**

Site located at 4021 Rose Lake Dr., situated in the City of Charlotte, County of Micklenburg, State of North Carolina, commonly described as follows:

**Legal Description:**

Parcel #: 14321195; otherwise known as:

Landlord Initials: 

Tenant Initials: 

Site Name: CHARLOTTE

Site ID #: NC-007

**EXHIBIT A  
TO SITE AGREEMENT**

**Site Description**


Site located at 4021 Rose Lake Dr., situated in the City of Charlotte, County of Mecklenburg, State of North Carolina, commonly described as follows:

**Legal Description:**

Parcel #: 14321195; otherwise known as:

All that tract or parcel of land lying and being in the City of Charlotte, Mecklenburg County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a point created by the intersection of the southerly right-of-way line of Cross Beam Drive (having a 72-foot public right-of-way) and the easterly right-of-way line of Beam Drive (having a 110-foot public right-of-way); Thence leaving said intersection and running along said southerly right-of-way line of Cross Beam Drive, North 75°03'43" East, 394.09 feet to a point; thence, 31.06 feet along the arc of a curve to the right having a radius of 20.00 feet and being scribed by a chord bearing South 60°27'28" East, 28.03 feet to a point on the westerly right-of-way line of Rose Lake Drive (having a 60-foot public right-of-way); thence along said westerly right-of-way line of Rose Lake Drive, South 15°58'03" East, 191.63 feet to a point; thence, 137.54 feet along the arc of a curve to the left, having a radius of 350.21 feet and being scribed by a chord bearing South 27°13'07" East, 136.66 feet to a point; thence leaving said westerly right-of-way line of Rose Lake Drive and running, South 44°51'03" West, 75.74 feet to a point; thence, South 72°06'41" West, 148.94 feet to a point; thence, North 74°30'17" West, 52.74 feet to a point; thence, South 55°22'22" West, 38.11 feet to a point; thence, South 18°50'55" East, 59.92 feet to a point and the true POINT OF BEGINNING; Thence running, South 71°09'05" West, 85.00 feet to a point; Thence, North 18°50'55" West, 113.00 feet to a point; Thence, North 71°09'05" East, 85.00 feet to a point; Thence, South 18°50'55" East, 113.00 feet to a point and the true POINT OF BEGINNING.

Landlord Initials: 

Tenant Initials: \_\_\_\_\_


Site Name: CHARLOTTE


Site ID #: NC-007

**EXHIBIT A** continued  
**TO SITE AGREEMENT**

**Site Description**

**Site Plan:**

Landlord Initials: 

Tenant Initials: 





Site Name: CHARLOTTE  
Site ID #: NC-007

**EXHIBIT B  
TO SITE AGREEMENT**

**Memorandum of Agreement**

This Memorandum of Agreement ("Memorandum") dated March 3, 2016, evidences that a lease was made and entered into by a written Site Agreement (the "Agreement") dated March 3, 2016, between 52 Eighty, LLC, a Delaware limited liability company ("Landlord") and BOB, LLC dba Business Only Broadband ("Tenant").

The Agreement provides in part that Landlord leases to Tenant certain real property leased by Landlord and located at 4021 Rose Lake Drive, City of Charlotte, County of Micklenburg, State of North Carolina, together with non-exclusive easements for reasonable access thereto, for placement of an underground grounding system, and for access to the appropriate source of electric and telephone facilities (the "Site"). The Site is further described in Exhibit A attached hereto. The term of the Agreement is five (5) years commencing on \_\_\_\_\_, 2016, which term is subject to four (4) additional terms of five (5) years each that may be exercised by Tenant.

The parties have executed this Memorandum as of the day and year first above written.

**LANDLORD**

52 Eighty, LLC, a Delaware limited liability company

By: 

Name: Michael J. Totten


Title: President

Address: 13680 Alpharetta Highway  
Suite G200  
Milton, GA 30004-5178

Contact Phone Number: 404-382-5280

**TENANT**

BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC, a Delaware limited liability company

By: 

Name: Christopher W. Craven

Title: VP - Wireless Operations

Address: 999 Oak Creek Dr  
Windstream  
Lombard, Illinois 60148

Contact Phone Number: 630-340-192333

February 2016

Site Name: CHARLOTTE  
Site ID #: NC-007

**LANDLORD NOTARY BLOCK:**

STATE OF GEORGIA

COUNTY OF FORSYTH

The foregoing instrument was (choose one) ☐ attested or ☒ acknowledged before me this 3<sup>rd</sup> day of March, 2016, by Michael Totten, as President of 52 Eighty, LLC, a Delaware limited liability company, on behalf of the company.

(AFFIX NOTARIAL SEAL)

Phyllis R Janes  
NOTARY PUBLIC  
Forsyth County, GEORGIA  
My Comm. Expires  
11/20/2018

My commission expires:

Phyllis R Janes  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

Phyllis R Janes  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)  
COMMISSION NUMBER:

**TENANT NOTARY BLOCK:**

STATE OF IL

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 25 day of February, 2016, by CHRISTOPHER W CLAVEN, as \_\_\_\_\_ of BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of the company.

(AFFIX



My commission expires:

9/29/18

Bogumila I Shtiltz  
(OFFICIAL NOTARY SIGNATURE)  
NOTARY PUBLIC STATE OF

BOGUMILA I SHTILTZ  
(PRINTED, TYPED OR STAMPED NAME OF NOTARY)

February 2016

Site Name: CHARLOTTE  
Site ID #: NC-007

**EXHIBIT A  
TO MEMORANDUM OF AGREEMENT**

**Site Description**

Site located at 4021 Rose Lake Dr., situated in the City of Charlotte, County of Micklenburg, State of North Carolina, commonly described as follows:

**Legal Description:**

Parcel #: 14321195; otherwise known as:



Site Name: CHARLOTTE  
Site ID #: NC-007

**EXHIBIT A  
TO MEMORANDUM OF AGREEMENT**

**Site Description**

Site located at 4021 Rose Lake Dr., situated in the City of Charlotte, County of Mecklenburg, State of North Carolina, commonly described as follows:

**Legal Description:**

Parcel #: 14321195; otherwise known as:

All that tract or parcel of land lying and being in the City of Charlotte, Mecklenburg County, North Carolina, being more particularly described as follows:

To find the point of beginning, commence at a point created by the intersection of the southerly right-of-way line of Cross Beam Drive (having a 72-foot public right-of-way) and the easterly right-of-way line of Beam Drive (having a 110-foot public right-of-way); Thence leaving said intersection and running along said southerly right-of-way line of Cross Beam Drive, North 75°03'43" East, 394.09 feet to a point; thence, 31.06 feet along the arc of a curve to the right having a radius of 20.00 feet and being scribed by a chord bearing South 60°27'28" East, 28.03 feet to a point on the westerly right-of-way line of Rose Lake Drive (having a 60-foot public right-of-way); thence along said westerly right-of-way line of Rose Lake Drive, South 15°58'03" East, 191.63 feet to a point; thence, 137.54 feet along the arc of a curve to the left, having a radius of 350.21 feet and being scribed by a chord bearing South 27°13'07" East, 136.66 feet to a point; thence leaving said westerly right-of-way line of Rose Lake Drive and running, South 44°51'03" West, 75.74 feet to a point; thence, South 72°06'41" West, 148.94 feet to a point; thence, North 74°30'17" West, 52.74 feet to a point; thence, South 55°22'22" West, 38.11 feet to a point; thence, South 18°50'55" East, 59.92 feet to a point and the true POINT OF BEGINNING; Thence running, South 71°09'05" West, 85.00 feet to a point; Thence, North 18°50'55" West, 113.00 feet to a point; Thence, North 71°09'05" East, 85.00 feet to a point; Thence, South 18°50'55" East, 113.00 feet to a point and the true POINT OF BEGINNING.







Site Name: CHARLOTTE  
Site ID #: NC-007

**EXHIBIT A** continued  
**TO MEMORANDUM OF AGREEMENT**

**Site Description**

**Site Plan:**

Landlord Initials: 

Tenant Initials: 

**Note:** Landlord and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.

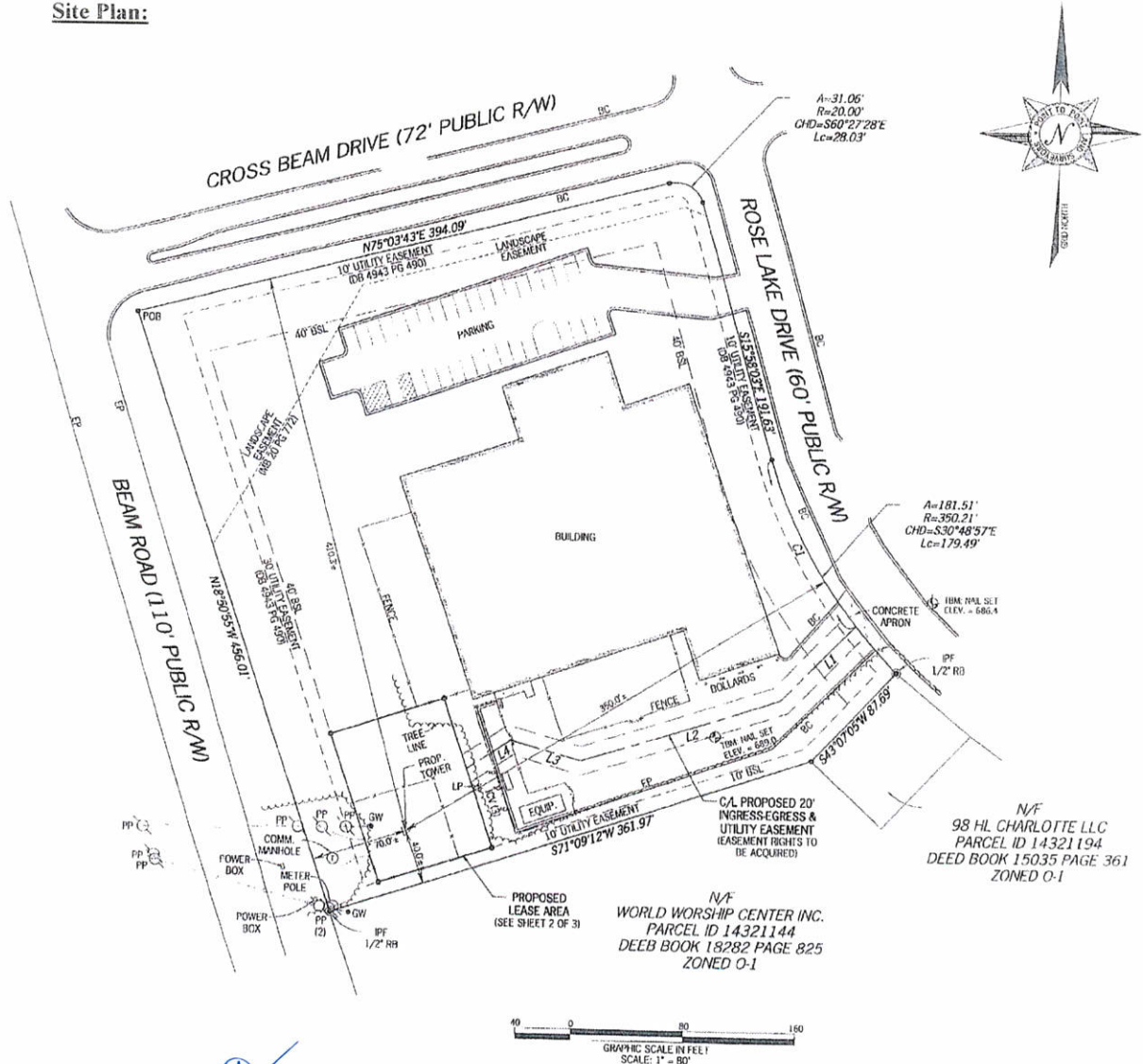
February 2016

Site Name: CHARLOTTE  
Site ID #: NC-007

EXHIBIT A continued  
TO MEMORANDUM OF AGREEMENT

Site Description

Site Plan:



Landlord Initials: WWT

Tenant Initials: \_\_\_\_\_

Note: Landlord and Tenant may, at Tenant's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located or an as-built drawing depicting the Site.



February 2016

Site Name: CHARLOTTE  
Site ID #: NC-007

**EXHIBIT C  
TO SITE AGREEMENT**

**Tenant's Application**

**SEE ATTACHED**

Landlord Initials:   
Tenant Initials: 

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**TENANT LEASES AND PERMITS**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of this 15th day of May, 2017 (the "Effective Date"), is executed by and between **52 Eighty, LLC**, a Delaware limited liability company (the "Assignor") and **52 Eighty Tower Partners I, LLC**, a Delaware limited liability company (the "Assignee"). This Assignment is being executed to effectuate Assignor's conveyance of the "Sites" referenced in Exhibit "A" (which Exhibit is attached hereto and incorporated herein by this reference) to Assignee.

In consideration of the mutual promises, agreements and covenants of the parties contained herein, it is agreed as follows:

1. Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the "Tenant Leases" listed in Exhibit "B" (which Exhibit is attached hereto and incorporated herein by this reference), including, without limitation, the right to receive any and all rents, issues, and profits under the Tenant Leases accruing on and after the Effective Date. To the extent transferable under applicable law, Assignor further assigns, transfers, and delivers to Assignee all of Assignor's right, title, and interest, if any, in and to all "Permits" relating to the towers and improvements located at the Sites, including all filings and registrations delivered to the FAA and the FCC by Assignor, and any certificates of no hazard, permits and licenses issued to or received by Assignor from the FAA or the FCC or any other governmental agency, together with all zoning and use permits, construction and building permits and approvals, and similar authorizations relating thereto. The Tenant Leases and the Permits pertaining to the Sites assigned to Assignee pursuant to this Assignment are collectively referred to herein as the "Assigned Assets".
2. Assignee Assumption. Assignee unconditionally assumes and agrees to pay, perform and discharge when due, each and all of the obligations with respect to the Assigned Assets to the extent that the same are attributable to the period from and after the Effective Date. Assignor shall remain responsible for all liabilities and obligations with respect to the Assigned Assets to the extent that such liabilities or obligations arose prior to the Effective Date.
3. Covenants of Cooperation. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Sites are located without giving effect to its conflict of laws rules.
5. Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (to the extent permitted by the Agreement).

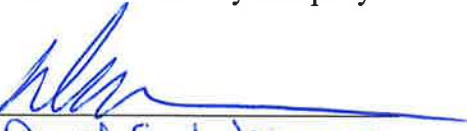
**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

**ASSIGNOR:**

**52 EIGHTY, LLC,**  
a Delaware limited liability company

By:   
Name: David E. Weisman  
Title: President + CEO

**ASSIGNEE:**

**52 EIGHTY TOWER PARTNERS I, LLC,**  
a Delaware limited liability company

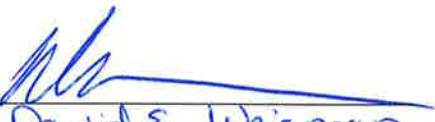
By:   
Name: David E. Weisman  
Title: President + CEO

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT

SITES

<u>COMPANY</u> <u>SITE #</u> <u>(52 Eighth</u> <u>#)</u>	<u>SITE NAME</u>	<u>PURCHASER SITE #</u> <u>(InSite #)</u>	<u>SITE ADDRESS - inc. ZIP</u>	<u>FCC ASR No.</u>	<u>Latitude</u>	<u>Longitude</u>	<u>TOWER TYPE</u>	<u>TOWER</u> <u>HEIGHT</u> <u>(FEET)</u>
[REDACTED]								
NC-007	Charlotte	NC200	4021 Rose Lake Dr., Charlotte, NC 28217	1283740	35-10-41.5 N	80-55-42.6 W	Self Support	140'

**EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION AGREEMENT****TENANT LEASES**

Site ID	Site Name	Customer Name	Customer Name (as it appears in Agreement)	Execution Date	Name of Agreement
NC200	Charlotte 52	Windstream	BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC	3/3/2016	Site Agreement

## TENANT ESTOPPEL

**SITE ID: NC200 SITE NAME: Charlotte 52**

**TO: INSITE WIRELESS GROUP, LLC, INSITE TOWERS DEVELOPMENT, LLC, its affiliates, successors and/or assigns ("Purchaser").**

**LEASE:** That certain Site Agreement dated 3/3/2016, between 52 Eighty, LLC, as "Lessor," and BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC, as "Lessee" (the "Lease" herein). A true and complete copy of the Lease and any and all amendments thereto is attached hereto and incorporated herein as Exhibit "A".

**PREMISES:** Space on or in the tower and/or transmission room (the "Premises") as further specified in the Lease, which Premises are located at the communications site owned and operated by Lessor at 4021 Rose Lake Dr., Charlotte, NC 28217 (the "Site").

Lessee hereby certifies to Purchaser as follows:

1. Lessee is the lessee under the Lease, and has accepted possession of the Premises in accordance with the terms thereof. The Lease is in full force and effect, and has not been assigned, subleased, modified, supplemented or amended (except to the extent of any amendments included in Exhibit A). There do not exist any agreements (whether oral or written) concerning the Premises other than the Lease.
2. The current term of the Lease expires on 3/31/2021. There are no renewal options under the Lease except as set forth therein. Lessee has accepted possession of the Premises in accordance with the terms of the Lease.
3. The current rental fees under the Lease are:
  - (a) \$ 2,400 paid monthly
  - and
  - (b) All rent and other amounts due and payable under the Lease by Lessee have been paid through April 24, 2017.
4. To the Lessee's actual knowledge, there is no default by Lessor in the performance or observance of any covenant, agreement or condition contained in the Lease to be performed or observed by Lessor, and there has not occurred any event which, with the giving of notice or passage of time or both, would become a default under the Lease.





5. Lessee's address for all notices, bills, statements, demands, requests, consents and other communications is as set forth in the Lease or, if such address has changed, is 11101 Anderson Drive, Suite 100, Little Rock, AR 72212 Mail Stop = 2523-B5-F01-1A,  
Attn: Windstream Network Real Estate

6. This Estoppel Certificate is binding upon Lessee and its successors and assigns and is delivered as an inducement to Purchaser and its successors and assigns in connection with Purchaser's acquisition of the Site from Lessor. The party executing this Estoppel Certificate on behalf of Lessee represents that he/she has been duly-authorized to do so.

IN WITNESS WHEREOF, this Estoppel Certificate was executed on this 1st day of May, 2017.

**Lessee:**

Business Only Broadband, LLC (BOB, LLC)

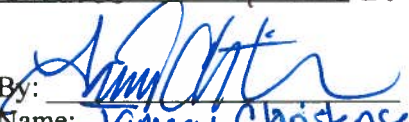
By:   
Name: Tammy Christensen  
Title: Consultant - BOB + Esquire



EXHIBIT "A" TO TENANT ESTOPPEL

**Lease And All Amendments Thereto**

[See attached Lease.]

**[NOTE: ATTACH LEASE AND ALL AMENDMENTS]**







## **NOTICE**

### **Notice of Intercompany Transfer and Site Acquisition**

Effective Date:	May 15, 2017
Payment Transfer Date:	June 1, 2017
Current Licensor:	52 Eighty, LLC
New Name of Licensor:	52 Eighty Tower Partners I, LLC
IWG Site Name and Site #:	NC200 Charlotte 52
Customer Account Number:	Charlotte; NC-007
Site Location/Address:	4021 Rose Lake Dr. Charlotte, NC 28217
Name of Agreement:	Site Agreement
Agreement Date:	3/3/2016
Delivery Method:	Via FedEx
Date of Notice:	May 22, 2017
Notice Delivered to:	BOB, LLC dba Business Only Broadband 11101 Anderson Drive, Suite 100 Mailstop 2523-B5-F01-1A Little Rock, AR 72212 Attn: Windstream Network Real Estate

**TOWERS • DAS**

1199 N. Fairfax Street • Suite 700 • Alexandria, VA 22314  
703.535.3009 • [insitewireless.com](http://insitewireless.com)



Dear Customer,

On the Effective Date, InSite Wireless Group, LLC ("IWG"), acquired 52 Eighty, LLC, and its affiliates, and this site was assigned, by an inter-company assignment, to 52 Eighty Tower Partners I, LLC. Since you currently lease or license certain tower space/land at the Site, please find important information included in this letter.

#### **NOTICE ADDRESS**

As of the date of this letter, please direct all future correspondence to 52 Eighty Tower Partners I, LLC, at the following address:

52 Eighty Tower Partners I, LLC  
c/o InSite Wireless Group, LLC  
ATTN: Legal Department  
1199 North Fairfax Street, Suite 700  
Alexandria, VA 22314  
(703) 535-3009  
(703) 535-3051 fax

*with a copy to:*  
InSite Wireless Group, LLC  
ATTN: General Counsel  
260 Newport Center Drive, Suite 421  
Newport Beach, CA 92660  
(949) 999-3319  
(949) 999-3359 fax

#### **PAYMENTS**

In order to update our accounts, please complete the enclosed Customer Contact Information Sheet, which can also be found on-line at [www.insitewireless.com/towers/tower-site-support](http://www.insitewireless.com/towers/tower-site-support). Completed forms can be emailed to Fatina Newman @ [fnewman@insitewireless.com](mailto:fnewman@insitewireless.com).

As of the Payment Transfer Date, please remit all payments to the new payment address (to assure proper credit to your account, please note your IWG site number on the payment):

**52 Eighty Tower Partners I, LLC**  
**P.O. Box 759178**  
**Baltimore, MD 21275-9178**  
**Reference: NC200**

To assist you in promptly making the transition to 52 Eighty Tower Partners I, LLC, an executed W-9 form is enclosed.

**TOWERS • DAS**

1199 N. Fairfax Street • Suite 700 • Alexandria, VA 22314  
703.535.3009 • [insitewireless.com](http://insitewireless.com)



### **GENERAL CONTACT INFORMATION**

Please also make note of the following department's contact information should you need to reach a representative of IWG:

DEPARTMENT	CONTACT NAME	TELEPHONE NUMBER	E-MAIL ADDRESS
ACCOUNTING	Jessica Gray	(703) 535-3009	<a href="mailto:accountsreceivable@insitewireless.com">accountsreceivable@insitewireless.com</a>
CONTRACT ADMINISTRATION	Contract Administration	(703) 535-3009	<a href="mailto:rschladt@insitewireless.com">rschladt@insitewireless.com</a>
OPERATIONS	Christian Carmody	(617) 595-7254	<a href="mailto:ccarmody@insitewireless.com">ccarmody@insitewireless.com</a>
OTHER INQUIRIES	IWG	(703) 535-3009	<a href="mailto:info@insitewireless.com">info@insitewireless.com</a>

***For emergencies, please contact Customer Service 24 hours, 7 days: 1-866-886-8807***

*NOTE: Please forward a Certificate of Insurance (COI) complying with the requirements of the Agreement to Contract Administration's attention.*

Thank you for your attention and cooperation in this matter. IWG looks forward to a successful, mutually beneficial relationship.

Sincerely,

IWG Contract Administration

*Enclosures*

- 1) Assignment Agreement
- 2) Executed W-9 form
- 3) Customer Contact Information Sheet

**TOWERS • DAS**

1199 N. Fairfax Street • Suite 700 • Alexandria, VA 22314  
703.535.3009 • [insitewireless.com](http://insitewireless.com)

**From:** [TrackingUpdates@fedex.com](mailto:TrackingUpdates@fedex.com)  
**To:** [Matt Berman](#)  
**Subject:** FedEx Shipment 779205947036 Delivered  
**Date:** Wednesday, May 24, 2017 9:29:10 AM

FedEx®

## Your package has been delivered

Tracking # 779205947036

Ship date:

**Tue, 5/23/2017**

**Matt Berman**

InSite Wireless Group, LLC  
ALEXANDRIA, VA 22314  
US

Delivery date:

**Wed, 5/24/2017 8:22 am**

**Attn: Windstream Network  
Real Est.**

BOB, LLC  
11101 Anderson Drive, Suite  
100 Mailstop 2523-B5-F01-1A  
LITTLE ROCK, AR 72212  
US

**Delivered**

### Shipment Facts

Our records indicate that the following package has been delivered.

<b>Tracking number:</b>	<a href="#">779205947036</a>
<b>Status:</b>	Delivered: 05/24/2017 08:22 AM Signed for By: R.HORTON
<b>Reference:</b>	NC200 52 Eighty
<b>Signed for by:</b>	R.HORTON
<b>Delivery location:</b>	LITTLE ROCK, AR
<b>Delivered to:</b>	Mailroom
<b>Service type:</b>	FedEx Standard Overnight
<b>Packaging type:</b>	FedEx Envelope
<b>Number of pieces:</b>	1
<b>Weight:</b>	0.50 lb.
<b>Special handling/Services:</b>	Deliver Weekday
<b>Standard transit:</b>	5/24/2017 by 3:00 pm

☐ Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 8:29 AM CDT on 05/24/2017.

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above.

Standard transit is the date and time the package is scheduled to be delivered by, based on the selected service, destination and ship date. Limitations and exceptions may apply. Please see the FedEx Service Guide for terms and conditions of service, including the FedEx Money-Back Guarantee, or contact your FedEx Customer Support representative.

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Thank you for your business.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**  
**TENANT LEASES AND PERMITS**

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment"), dated as of this 15th day of May, 2017 (the "Effective Date"), is executed by and between **52 Eighty, LLC**, a Delaware limited liability company (the "Assignor") and **52 Eighty Tower Partners I, LLC**, a Delaware limited liability company (the "Assignee"). This Assignment is being executed to effectuate Assignor's conveyance of the "Sites" referenced in Exhibit "A" (which Exhibit is attached hereto and incorporated herein by this reference) to Assignee.

In consideration of the mutual promises, agreements and covenants of the parties contained herein, it is agreed as follows:

1. Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the "Tenant Leases" listed in Exhibit "B" (which Exhibit is attached hereto and incorporated herein by this reference), including, without limitation, the right to receive any and all rents, issues, and profits under the Tenant Leases accruing on and after the Effective Date. To the extent transferable under applicable law, Assignor further assigns, transfers, and delivers to Assignee all of Assignor's right, title, and interest, if any, in and to all "Permits" relating to the towers and improvements located at the Sites, including all filings and registrations delivered to the FAA and the FCC by Assignor, and any certificates of no hazard, permits and licenses issued to or received by Assignor from the FAA or the FCC or any other governmental agency, together with all zoning and use permits, construction and building permits and approvals, and similar authorizations relating thereto. The Tenant Leases and the Permits pertaining to the Sites assigned to Assignee pursuant to this Assignment are collectively referred to herein as the "Assigned Assets".
2. Assignee Assumption. Assignee unconditionally assumes and agrees to pay, perform and discharge when due, each and all of the obligations with respect to the Assigned Assets to the extent that the same are attributable to the period from and after the Effective Date. Assignor shall remain responsible for all liabilities and obligations with respect to the Assigned Assets to the extent that such liabilities or obligations arose prior to the Effective Date.
3. Covenants of Cooperation. Each party agrees to take such further or additional action and execute and deliver to the other parties such further or additional instruments, agreements, or other documents as shall be reasonably requested by the other parties in order to complete, assure and/or evidence, or more fully complete, assure and/or evidence, the transactions contemplated or described herein, or to grant, secure and/or confirm, or more fully grant, secure and/or confirm, the rights and benefits intended to be conferred on each party by the transactions contemplated or described in this Assignment.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Sites are located without giving effect to its conflict of laws rules.
5. Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.
6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns (to the extent permitted by the Agreement).

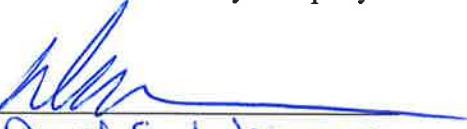
**[SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

**ASSIGNOR:**

**52 EIGHTY, LLC,**  
a Delaware limited liability company

By:   
Name: David E. Weisman  
Title: President + CEO

**ASSIGNEE:**

**52 EIGHTY TOWER PARTNERS I, LLC,**  
a Delaware limited liability company

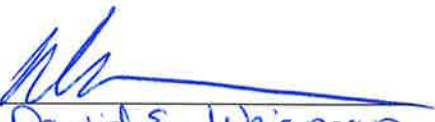
By:   
Name: David E. Weisman  
Title: President + CEO

EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT

SITES

<u>COMPANY</u> <u>SITE #</u> <u>(52 Eighth</u> <u>#)</u>	<u>SITE NAME</u>	<u>PURCHASER SITE #</u> <u>(InSite #)</u>	<u>SITE ADDRESS - inc. ZIP</u>	<u>FCC ASR No.</u>	<u>Latitude</u>	<u>Longitude</u>	<u>TOWER TYPE</u>	<u>TOWER</u> <u>HEIGHT</u> <u>(FEET)</u>
[REDACTED]								
NC-007	Charlotte	NC200	4021 Rose Lake Dr., Charlotte, NC 28217	1283740	35-10-41.5 N	80-55-42.6 W	Self Support	140'

**EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION AGREEMENT****TENANT LEASES**

Site ID	Site Name	Customer Name	Customer Name (as it appears in Agreement)	Execution Date	Name of Agreement
NC200	Charlotte 52	Windstream	BOB, LLC dba Business Only Broadband, a wholly owned subsidiary of Windstream Services, LLC	3/3/2016	Site Agreement

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. 52 Eighty Tower Partners I, LLC	
<b>2</b> Business name/disregarded entity name, if different from above	
<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<b>5</b> Address (number, street, and apt. or suite no.) 1199 N. Fairfax Street, Suite 700	<b>Requester's name and address (optional)</b>
<b>6</b> City, state, and ZIP code Alexandria, VA 22314	
<b>7</b> List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
			-					
<b>or</b>								
<b>Employer identification number</b>								
4	5	-	1	5	5	7	3	1 4

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	<b>Signature of U.S. person</b> ▶ <i>James Wakefield</i>	<b>Date</b> ▶ 5/22/2017
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



## CUSTOMER CONTACT INFORMATION SHEET

InSite Reference: \_\_\_\_\_

Please fill in the blanks and return to InSite Towers, LLC  
ATTN: Legal Department  
1199 N. Fairfax Street, Suite 700  
Alexandria VA 22314  
(703) 535-3051 fax

### ACCOUNTING

Customer Name: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Contact Name & Department: \_\_\_\_\_  
Billing Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### LEASE ADMINISTRATION

Customer Name: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Contact Name & Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### OPERATIONS

Customer Name: \_\_\_\_\_  
Reference Number: \_\_\_\_\_  
Contact Name & Department: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Emergency Number: \_\_\_\_\_

### LEGAL NOTICES

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tele # \_\_\_\_\_  
Fax # \_\_\_\_\_

Tele # \_\_\_\_\_  
Fax # \_\_\_\_\_