

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Edinburg, Hidalgo County, Texas)

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale") is made effective as of November 30th, 2018 ("Effective Date"), by and between O.E. INVESTMENTS, LTD., a Texas limited partnership ("Assignor"), whose address is 4800 N. 23rd Street, McAllen, Texas, 78504, and K2 TOWERS II, LLC, a Delaware limited liability company ("Assignee"), whose address is 86 West Street, Chagrin Falls, Ohio 44022.

BACKGROUND RECITALS

A. Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Transferred Assets including, without, limitation, the Personal Property (including the Tower), the Approvals and the Documents more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and Assignee has agreed to accept an assignment thereof.

B. This Bill of Sale is made pursuant to the Purchase and Sale Agreement dated September 30, 2018 between Assignor, as seller, and Assignee, as buyer (the "Purchase Agreement"), and any capitalized terms not defined herein have the meanings ascribed to them in the Purchase Agreement.

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals are true and correct and are incorporated herein by this reference.
2. Assignor hereby transfers and assigns to Assignee as of the Effective Date all of its right, title and interest in and to the Transferred Assets including, without limitation, the Personal Property (including the Tower), the Approvals and the Documents and Assignee hereby assumes and agrees to perform from and after the Effective Date all of the Assignor's obligations under the Approvals upon the terms and conditions set forth in the Approvals.
3. Assignor and Assignee each hereby confirms that all of the representations made in the Purchase Agreement regarding the Approvals continue to be true and correct as of the date of this Agreement. Assignor and Assignee acknowledge and agree that nothing in this Bill of Sale shall be deemed to contravene or supersede the terms of the Purchase Agreement.

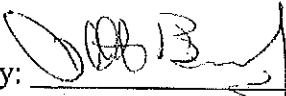
4. This Bill of Sale may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document.

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed as of the date first above written.

ASSIGNOR:

O.E. INVESTMENTS, LTD., a Texas limited partnership

By: Trophy International, Inc., a Texas corporation, its General Partner

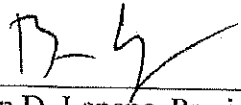
By:  _____
Othal E. Brand, Jr. President

[Signatures continued on the following page]

[Signatures continued from the previous page]

ASSIGNEE:

K2 TOWERS II, LLC, a Delaware limited liability company

By: 

Ryan D. Lepehe, President

EXHIBIT A

Description of Tower, other Personal Property, Approvals and Documents

I. Tower

Seller's Site Name	County	State	Lat	Lon	Height (ft)	Type (MP, Guyed, SST)
MTC2A	Hidalgo	TX	26-20-26.2N	98-13-53.4	500	Guyed
MTC2	Hidalgo	TX	26-20-26N	98-13-58	480	Guyed

II. Describe any Other Personal Property (below)

Any property of Assignor, if any, located at or associated with the Towers that is deemed to be Personal Property including, without limitation, fencing, cables, ~~2~~ ¹ equipment shelters and ~~2~~ ¹ generators. *Sub* *Off*

III. Approvals

MTC2A

FAA Study 2005-ASW-4654-OE

FCC Antenna Tower Registration 1252203

MTC2

FAA Study 1987-ASW-746-OE

FCC Antenna Tower Registration 1062608