Parcel # 140-34-00-009-00
Carla Becker Auditor
Verified By: PHargrafter

Parcel # 140-33-00-022-20
140-33-00-022-30
140-33-00-019-00
140-34-00-009-30
140-34-00-009-10
140-33-00-022-10
140-33-00-022-00
140-34-00-009-20

Book 2009 Page 4774

Document 2009 4774 Type 07 005 Pages 6
Date 12/28/2009 Time 10:22:21AM
Rec Amt $34.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

EW
Title Resources
Landmark Bldg Ste 200
124 E. Walnut St
Manchester MN 52001

9444-1002

This Instrument Prepared By and Return To:
Jay H. Lindy
Burch, Porter & Johnson, PLLC
130 North Court Avenue
Memphis, Tennessee 38103
(901) 524-5000

Taxpayer: N/A **Site:** Manchester

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of November 24, 2009, by and between **BENTON/LINN WIRELESS, L.L.C.**, an Iowa limited liability company ("Assignor") and **TV6-W, LLC**, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, have entered into a certain Assignment and Bill of Sale dated as of November 24, 2009 (the "Bill of Sale", with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Assignee from Assignor of the Tower Assets; and

WHEREAS, the Bill of Sale requires that Assignor assign to Assignee all of Assignor's right, title, and interest as tenant in the real property lease described on **EXHIBIT A** (the "Lease") to Purchaser in accordance with the Bill of Sale. **ON PAGE #6**

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter and in the Bill of Sale set forth, and good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto and in the Bill of Sale and agree each with the other as follows:

1. Assignment of Lease. Assignor has bargained, assigned, transferred, sold and conveyed, and by these presents does hereby bargain, assign, transfer, sell and convey unto Assignee, its successors and assigns, all of the right, title, claims, and interests of Assignor as tenant in and under the Lease,

effective as of the date of execution and delivery of this Assignment, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during all the rest, residue and remainder of the terms of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein. Together with (a) such rights of way and easement on, over, under, across and through the adjoining lands of landlord or of record, extending from Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from Premises; and (b) such other rights of way and/or easements, if applicable, to run guy wires to such points on landlord's land to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor to discharge and perform, as and when due, all obligations of Assignor accruing, arising out of, or relating to events or occurrences from and after the Closing Date under the Lease.

3. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile signatures on this Assignment shall be deemed to be original signatures.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature Pages Follow]

[Assignor Signature Page to Assignment and Assumption of Ground Lease]

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

ASSIGNOR:

BENTON/LINN WIRELESS, L.L.C.
an Iowa limited liability company

By: _____
Name: Don Whipple
Title: VP

STATE OF: Iowa

COUNTY OF: Benton

I, Jody A. Traut, a Notary Public of Benton County and State of Iowa, do hereby certify that Don Whipple personally came before me and acknowledged that he is the VP of Benton/Linn Wireless, LLC, and that as Officer being authorized to do so, executed the foregoing instrument on behalf of said company.

Witness my hand and official stamp or seal this 20th day of November, 2009.

JODY A. TRAUT
Commission Number 735323
My Commission Expires
July 6, 2011

_____
Notary Public
Print Name: Jody A. Traut
My Commission Expires: 7-6-2011

[NOTARY SEAL]

[Assignee Signature Page to Assignment and Assumption of Ground Lease]

ASSIGNEE:
TV6-W, LLC
a Delaware limited liability company

By: _____
Name: William Orgel
Title: President

STATE OF: TN
COUNTY OF: Shelby

I, Nilda Toro, a Notary Public of Shelby County and State of TN, do hereby certify that William Orgel personally came before me and acknowledged that he is the President of TV6-W, LLC, a Delaware limited liability company and that as President being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 24 day of November, 2009.

_____
Notary Public
Print Name: Nilda Toro
My Commission Expires: 9-14-2011

NILDA TORO
[NOTARY SEAL]
NOTARY PUBLIC
OF
TENNESSEE
NOTARY
PUBLIC
SHELBY COUNTY

EXHIBIT A

Landlord Name:	**Curtis D. Maurer and Mary A. Maurer Donald E. Maurer and Gail M. Maurer**
Tenant Name:	**Benton/Linn Wireless, LLC, as successor-in-interest to Iowa Wireless Services, LLC (the limited liability company to which Iowa Wireless Services, LP converted on July 1, 2004)**
Lease Exe Date:	**December 9, 1998**
Recording information for Lease:	**Memorandum of Lease filed on December 10, 2001, in the Office of the Recorder of Delaware County, Iowa, in Book 2001, page 4476**
Ground Lease Description:	**SEE EXHIBIT A-1**

EXHIBIT A-1
Legal Description

DESCRIPTION OF LEASE AREA

PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5TH PM, DELEWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AS A POINT OF REFERENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 33;

THENCE NORTH 1° 52' 44" EAST 231.90 FEET ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 33;

THENCE NORTH 88° 07' 12" EAST 1373.37 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF DELHI ROAD AND THE POINT OF BEGINNING;

THENCE NORTH 03° 20' 04" EAST 251.28 FEET;

THENCE SOUTH 82° 41' 01" EAST 304.70 FEET;

THENCE SOUTH 10° 09' 50" WEST 276.02 FEET TO THE SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF DELHI ROAD;

THENCE NORTH 77° 27' 34" WEST 274.68 FEET ALONG THE SAID NORTHEASTERLY RIGHT -OF-WAY LINE OF DELHI ROAD AND TO THE POINT OF BEGINNING.

THIS PARCEL CONTAINS 76,065 SQUARE FEET, MORE OR LESS.

(FOR PURPOSES OF THIS DESCRIPTION, ALL BEARINGS ARE BASED ON TRUE NORTH)