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BK: 2012 PG: 4342

Type of Document: Assignment and Assumption of Ground Lease

TowerCo 5000 Valleystone Dr., Legal Dept, Cary, NC 27519
melissa manno
Preparer Information: (Individual's Name, Street Address, City, Zip, Phone) #919-573-8684

TowerCo 2013 LLC, 5000 Valleystone Dr., Cary, NC 27519 # 919-573-5700
melissa manno
Taxpayer Information: (Individual/Company Name, Street Address, City, Zip, Phone)

TowerCo, 5000 Valleystone Dr., Legal Dept, Cary, NC 27519 #919-573-8684
melissa manno
Return Document to: (Individual/Company Name, Street Address, City, Zip, Phone)

Grantors:
Iowa Wireless Services, LLC, a Delaware limited liability company

Grantees:
Iowa Tower Entity 1 LLC, a Delaware limited liability company

Legal Description:
See page 7

Book & Page Reference: N/A

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 15th day of November, 2012 ("Transfer Date"), by Iowa Wireless Services, LLC having an address of 4135 NW Urbandale Drive, Urbandale, Iowa 50322 ("Assignor"), to Iowa Tower Entity 1 LLC having an address of c/o TowerCo, 5000 Valleystone Drive, Cary, North Carolina 27519 ("Assignee").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of October 18, 2012 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Finance 2013 LLC, Iowa Tower Entity 2 LLC, Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. GOVERNING LAW. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee as set forth in the Purchase Agreement (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]

[]ASSIGNEE (LLC) EXECUTION & ACKNOWLEDGMENT AS OF 11 / 1 /2012:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

Iowa Tower Entity 1 LLC, a Delaware limited liability company

By: Daniel Hunt

Daniel Hunt, its duly authorized VP/CFO

County of Wake, State of NC:

Multi-State LLC Acknowledgment:

On 11 / 1 /2012, before me, the undersigned officer, personally appeared Daniel Hunt personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the VP/CFO of the foregoing executing entity (the "Entity"), and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity.

*** Witness my hand and official seal.

Uniform Acknowledgement which is supplemental to the foregoing acknowledgment:

On 11 / 1 /2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Daniel Hunt, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*** Witness my hand and official seal.

Melissa Manna

Notary Public

MELISSA MANNA
Notary Public, North Carolina
Wake County
My Commission Expires
11/3/16

TowerCo ID: IA0087
IWS ID: IA-0077

ASSIGNOR (LLC) EXECUTION & ACKNOWLEDGMENT AS OF 10 / 31 /2012:

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Iowa Wireless Services, LLC, an Delaware **limited liability company**

By: _____

Craven Shumaker, CEO, ~~its duly authorized VP~~

County of Polk **, State of** Iowa **:**

Multi-State LLC Acknowledgment:

On 10 / 31 /2012, before me, the undersigned officer, personally appeared Craven Shumaker personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the CEO of the foregoing executing entity (the "Entity"), and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity.

***

Witness my hand and official seal.

Uniform Acknowledgement which is supplemental to the foregoing acknowledgment:

On 10 / 31 /2012, before me, the undersigned, a Notary Public in and for said State, personally appeared Craven Shumaker personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

***

Witness my hand and official seal.

_____

Notary Public

NOTARIAL SEAL IOWA
JENNIFER BOWLES
Commission Number 755060
My Commission Expires
10/1/14

TowerCo ID: IA0087
IWS ID: IA0087

Exhibit A
Ground Lease

That certain Site Lease With Option ("Agreement") dated 12/17/1998 between Cedar Valley Motorsports Park, LTD ("Landlord") and Iowa Wireless Services, LP ("Tenant") for a portion of the "Premises" as more particularly identified in the Agreement.

Recording Information, if any, set forth below:
Memorandum of Agreement filed in Book 2000, Page 1077 on 4/6/00.

Exhibit B
Real Property

This property is located in Section 2, Township 88 North, Range 4 West ofthe 5th P.M., Delaware County, Iowa and is more particularly described as: The Northwest fractional Quarter (NWFR1/4) of the Northeast Quarter (NE/4), except that part described as commencing at the point one thousand three hundred twenty (1320.0) feet West of the Northeast comer of the Northeast Quarter (NE/4), and running thence South two hundred three (203.0) feet to the East side ofthe right-of-way ofthe road, thence Northwesterly along said right-of-way two hundred ten (210.0) feet to the North line of the Northwest fractional Quarter (NWFR1/4) of the Northeast Quarter (NE/4), thence East one hundred eight (108.0) feet to the point of beginning.