RECORDING REQUESTED BY AND WHEN RECORDED RETURN DOCUMENT AND FUTURE TAX STATEMENTS TO:

TCO 2013 LLC
Attn: GRPP Department
5000 Valleystone Drive, Suite 200
Cary, NC 27519
919-469-5559
Prepared by: Melissa Mana

Book 2016 Page 653
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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT

TowerCo Site ID: IA0087

Tax Parcel ID: Land - 220-02-00-001-00 / Tower - 220020000119

Instrument: Easement Agreement (Grant of Easement)

Grantor (Seller):
CEDAR VALLEY MOTORSPORTS PARK, LTD., an Iowa corporation, with an address of PO Box 216, Colesburg, IA 52035

Grantee (Buyer):
TCO 2013 LLC, a Delaware limited liability company, with an address of 5000 Valleystone Drive, Suite 200, Cary, NC 27519, Attention: GRPP Department

GRANT OF EASEMENT

THIS GRANT OF EASEMENT (the "Easement") is made effective as of the latter signature date below by and between **CEDAR VALLEY MOTORSPORTS PARK, LTD.**, an Iowa corporation, having a mailing address of PO Box 216 Colesburg, IA 52035 ("Grantor") and **TCO 2013 LLC**, a Delaware limited liability company with its national headquarters located at 5000 Valleystone Drive, Cary, Suite 200, NC 27519 (together with its successors and assigns, the "Grantee").

1. Description of Grantor's Property. Grantor is the owner of that certain land and premises in Earville, County of Delaware, State of Iowa, by grant or conveyance described in the Public Records of Delaware County, Iowa at Official Records, Book 138, Page 378, the description of said property is attached hereto as Exhibit A (hereinafter "Grantor's Property").

2. Description of Easement. For good and valuable consideration, the receipt and sufficiency of which is acknowledged by Grantor and Grantee, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property (the "Easement Area") as such Easement Area is more particularly shown on Exhibit B attached hereto. The Grantor also grants to Grantee, its successors and assigns, as part of this Easement, a non-exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown on Exhibit C attached hereto (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility at no cost and in a location acceptable to either Grantee or the public utility (the "Revised Access Easement").

3. Easement Area. The Easement Area, excluding the Access Easement, shall be used for constructing, maintaining, operating, and replacing a wireless communications facility and uses incidental thereto for Grantee's use and the use of its lessees and/or licensees (the "Permitted Use"). It is the intent of the parties that Grantee's communications facility shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any development of or improvements on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. Term of Easement Perpetual. This Easement and Grantee's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein. Grantor acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder and that no additional consideration shall be due from Grantee.

5. Grantee's Right to Terminate, Abandonment.

(a) Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

(b) During the term of this Easement, Grantee shall reasonably maintain the communications facility located on the Easement Area. If the Easements (the tower site or facilities located thereon) are abandoned by non-use for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice of such to Grantee, which notice shall assert that non-response will result in termination of the Easements, then this Easement shall be terminated, and Grantee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.

6. Hazardous Substances and Hazardous Wastes.

(a) Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Property unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 *et seq.*, and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, and any regulations promulgated thereto.

7. Insurance. At all times, Grantee, at its sole expense, shall obtain and keep in force (i) a comprehensive general liability insurance policy on its operations in the Easement Area, which policy shall be in the amount of no less than $2,000,000, and (ii) any

additional insurance policy which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's use in the Easement Area.

8. Removal of Obstructions. Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.

9. Possession of the Property. The parties hereby acknowledge that Property is currently subject to that the certain Site Lease With Option ("Lease") dated December 17, 1998, as amended by that First Amendment to Site Lease With Option dated March 15, 2013, by and between TowerCo 2013 LLC, successors in interest to Iowa Wireless Services, LP, as lessee, and Grantor, as lessor. Upon the execution and recording of this Easement in the Real Property Records of Delaware County, Iowa, Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease.

10. Right of First Refusal. If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.

11. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to pay for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.

12. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. Enforcement. In the event Grantor fails to cure any violation of the terms of this Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's

discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees ("Reimbursable Costs"). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

14. Limitation on Damages. In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.

15. Recording. Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement.

16. Hold Harmless. Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents.

17. Grantor's Covenant of Title. Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Agreement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.

18. Non-Interference. From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facility to be constructed, installed and operated on the Easement Area or (ii) any condition on Grantor's Property which interferes with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 18 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

19. Eminent Domain. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the land and improvements so taken shall belong to the Grantee.

20. Entire Agreement. Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.

21. Construction of Document. Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.

22. Applicable Law. This Grant of Easement and Rights-of-Way and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Agreement shall be Delaware County, Iowa.

23. Notices. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Cedar Valley Motorsports Park, Ltd.
PO Box 216
Colesburg, IA 52035

TCO 2013 LLC
Attn: GRPP Dept.
5000 Valleystone Drive, Suite 200
Cary, NC 27519

24. Assignment. The parties hereto expressly intend that the easements granted herein are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area. Any such sale, assignment, lease, license, conveyance or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

25. Partial Invalidity. If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. Mortgages. This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non-disturbance agreement for each such mortgage, in recordable form.

27. Successors and Assigns. The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.

28. Construction of Easement. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the

plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation."

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the later of the signature dates below:

GRANTEE:
TCO 2013 LLC, a Delaware
limited liability company

By: TowerCo Finance 2013 LLC, a Delaware
limited liability company, its sole Member

By: Daniel Hunt

Name: Daniel Hunt

Title: CFO

Date: 3/4/16

GRANTEE ACKNOWLEDGMENT:

STATE OF NORTH CAROLINA)
) ss:
COUNTY OF WAKE)

On this 4 day of March, 2016, before me, a Notary Public, in and for said county, personally appeared Daniel Hunt, to me personally known, who being by me duly (sworn or affirmed) did say that that person is CFO of said TowerCo Finance 2013 LLC, a Delaware limited liability company, which is the sole Member of TCO 2013 LLC and that said instrument was signed on behalf of the said TCO 2013 LLC by authority of its board of directors and the said CFO acknowledged the execution of said instrument to be the voluntary act and deed of said TCO 2013 LLC by it voluntarily executed.

Notary Public

MELISSA MANNA
Notary Public, North Carolina
Wake County
My Commission Expires
11/13/20

Print Name Melissa Manna

My commission expires: 11/13/20 (seal)

IN WITNESS WHEREOF, Grantor and Grantee have caused this Easement Agreement to be executed as of the later of the signature dates below:

GRANTOR:
Cedar Valley Motorsports Park, Ltd., an Iowa corporation

By: Reid E Kuhlman

Name: Reid E. Kuhlman

Title: President

Date: 3-3-2016

GRANTOR ACKNOWLEDGMENT

STATE OF Iowa)
) ss:
COUNTY OF Delaware)

On this 3rd day of March, 2016, before me, a Notary Public, in and for said county, personally appeared Reid Kuhlman, to me personally known, who being by me duly (sworn or affirmed) did say that that person is President (Insert title of executing officer) of said Cedar Valley Motorsports Park, Ltd. and that said instrument was signed on behalf of the said Cedar Valley Motorsports Park, Ltd. by authority of its board of directors and the said Cedar Valley Motorsports Park, Ltd. acknowledged the execution of said instrument to be the voluntary act and deed of said Cedar Valley Motorsports Park, Ltd. by it voluntarily executed.

Tara McShane
Notary Public

Print Name Tara McShane

My commission expires: 4-18-2019

NOTARIAL SEAL IOWA
TARA M McSHANE
Commission Number 746469
My Commission Expires
4-18-2019

(seal)

EXHIBIT A
Grantor's Property

(PER QUIT CLAIM DEED RECORDED AS BOOK 138, PAGE 378 OF THE DELAWARE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 1997)

THE NORTHWEST FRACTIONAL QUARTER (NW FR 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION TWO (2) EXCEPT THE COUNTY ROAD X-35, ALL IN SECTION 2, TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M.

THIS CORRECTS, MODIFIES AND SUPPLEMENTS THE QUIT-CLAIM DEED PREVIOUSLY RECORDED IN BOOK 136, P. 380 OF THE RECORDS OF DELAWARE COUNTY RECORDER, AND NO GROUND WATER HAZARD STATEMENT AND DECLARATION OF VALUE IS REQUIRED. (EXEMPTION 10)

EXHIBIT B
Easement Area

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST FRACTIONAL QUARTER, S02°35'32"E, A DISTANCE OF 959.98 FEET; THENCE S87°24'28"W, A DISTANCE OF 1386.15 FEET TO THE POINT OF BEGINNING; THENCE S33°03'51"E, A DISTANCE OF 75.00 FEET; THENCE S56°56'09"W, A DISTANCE OF 75.00 FEET; THENCE N33°03'51"W, A DISTANCE OF 75.00 FEET; THENCE N56°56'09"E, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 5,625 SQUARE FEET OR 0.13 ACRES.

As more particularly described and depicted in that certain As-Built Survey last dated March 1, 2016 for TCO 2013 LLC (Site IA0087), performed by Xcel Consultants, and bearing the seal of Dan J. Kuehl, professional land surveyor in the State of Iowa.

EXHIBIT C
Access Easement

20' ACCESS EASEMENT:
A 20-FOOT WIDE STRIP PARCEL IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST FRACTIONAL QUARTER, S02°35'32"E, A DISTANCE OF 959.98 FEET; THENCE S87°24'28"W, A DISTANCE OF 1386.15 FEET TO THE NORTHEAST CORNER OF THE EXCLUSIVE EASEMENT AREA; THENCE S56°56'09"W, ALONG THE NORTHERLY LINE OF EXCLUSIVE EASEMENT AREA, A DISTANCE OF 48.93 FEET; THENCE N33°03'51"W, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE N56°56'09"E, A DISTANCE OF 58.75 TO THE SOUTHEASTERLY RIGHT OF WAY OF 270TH AVENUE AND THE POINT OF TERMINATION. CONTAINING 1,175 SQUARE FEET OR 0.03 ACRES.

TOGETHER WITH

8' UTILITY EASEMENT:
AN 8-FOOT WIDE STRIP PARCEL IN PART OF THE NORTHWEST QUARTER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP EIGHTY-EIGHT (88) NORTH, RANGE FOUR (4), WEST OF THE FIFTH P.M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST FRACTIONAL QUARTER; THENCE ALONG THE EAST LINE OF SAID NORTHEAST FRACTIONAL QUARTER, S02°35'32"E, A DISTANCE OF 959.98 FEET; THENCE S87°24'28"W, A DISTANCE OF 1386.15 FEET TO THE NORTHEAST CORNER OF THE EXCLUSIVE EASEMENT AREA; THENCE S33°03'51"E, ALONG THE EASTERLY LINE OF SAID EXCLUSIVE EASEMENT AREA, A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING; THENCE N56°56'09"E A DISTANCE OF 8.79 FEET TO THE SOUTHEASTERLY RIGHT OF WAY OF 270TH AVENUE AND THE POINT OF TERMINATION. CONTAINING 70 SQUARE FEET.

As more particularly described and depicted in that certain As-Built Survey last dated March 1, 2016 for TCO 2013 LLC (Site IA0087), performed by Xcel Consultants, and bearing the seal of Dan J. Kuehl, professional land surveyor in the State of Iowa.