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Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SPACE ABOVE RESERVED FOR RECORDER

Prepared by and return Document and Future Tax Statements to:
M. Manna, Esq.
TCO 2013 LLC
5000 Valleystone Drive, Suite 200
Cary, NC 27519
(919) 653-5712
Prepared By: Melissa Manna

TowerCo Site ID: IA0087

Tax Parcel ID: 220-02-00-001-00

Assignment and Assumption of Ground Lease --- [As to Lessor's Interest]

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

Assignee: TCO 2013 LLC, a Delaware limited liability company, with an address of 5000 Valleystone Drive, Suite 200, Attn: GRPP Legal Dept, Cary, NC 27519

This instrument ("**Assignment**") is made and entered into as of the latter of the signature dates below ("**Transfer Date**") by Assignor to Assignee.

Preliminary Statement:

A. Assignor owns the real property described on Exhibit A hereto (the "**Property**").

B. Pursuant to that certain Letter Agreement dated as of February 2, 2016 by and between Assignor and Assignee (the "**Purchase Agreement**"), Assignor is granting to Assignee (i) a perpetual, exclusive easement in and to a portion of the Property more particularly described in the Purchase Agreement and (ii) a perpetual, non-exclusive easement in and to portions of the Property more particularly described in the Purchase Agreement (collectively, the "**Easements**").

C. In connection with the Purchase Agreement, and except as otherwise provided herein, Assignor is assigning to Assignee all of Assignor's right, title, claim and interest in, to and under the Ground Lease more particularly described on Exhibit B attached hereto (the "**Ground Lease**") with respect to the Property.

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

1. ASSIGNMENT.

(A) Except as otherwise expressly excepted herein, Assignor hereby assigns, sells, transfers, conveys, grants and delivers to Assignee and Assignee's successors and assigns, all of Assignor's right, title, claim and interest in, to and under: (a) the Ground Lease; (b) any and all easements and appurtenant rights with respect to the property encumbered by the Ground Lease; and (c) any and all security deposits retained by the landlord under the Ground Lease, (collectively, the "**Assigned Lease Interests**").

(B) **INCLUDED IN THIS ASSIGNMENT IS THE ASSIGNMENT TO ASSIGNEE OF ALL RENT AND OTHER AMOUNTS OTHERWISE DUE TO ASSIGNOR UNDER THE GROUND LEASE FROM AND AFTER THE TRANSFER DATE. ASSIGNOR DOES HEREBY ASSIGN ALL RENT RECEIVED BY ASSIGNOR RELATING TO PERIODS AFTER THE TRANSFER DATE AND DOES HEREBY AGREE THAT ANY RENT ACTUALLY RECEIVED BY ASSIGNOR RELATING TO PERIOD AFTER THE ASSIGNMENT DATE SHALL BE THE SOLE PROPERTY OF ASSIGNEE, AND ASSIGNOR SHALL REMIT ANY SUCH FUNDS DIRECTLY TO ASSIGNEE WITHIN 10 DAYS OF ITS RECEIPT OF SAME. FAILURE TO REMIT SUCH FUNDS SHALL CAUSE LIABILITY TO ASSIGNOR, IN THE AMOUNT OF ANY SUCH FUNDS AND THE FULL COST OF ATTORNEY FEES INCURRED BY ASSIGNEE IN CONNECTION WITH THE COLLECTION OF SUCH FUNDS, TO THE FULL EXTENT ALLOWABLE BY APPLICABLE LAWS.** IN THE EVENT THAT ASSIGNEE RECEIVES ANY FUNDS THAT APPLY TO THE PERIOD PRIOR TO THE TRANSFER DATE, ASSIGNEE WILL, WITHIN 10 BUSINESS DAYS, REMIT SUCH FUNDS TO ASSIGNOR.

(C) Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any and all claims, damages, losses, liabilities, obligations, demands, defenses, judgments, suits, proceedings, disbursements and expenses, including reasonable attorneys' fees and costs (including those related to appeals) of any nature whatsoever (collectively, "**Losses and Liabilities**"): (i) arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date, (ii) which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on

account of any fact or circumstance occurring or existing prior to the Transfer Date, or (iii) which are in fact caused by Assignor or the use or condition of the portion of the Property not within the exclusive control of Assignee by Assignor or any of Assignor's employees, agents, tenants, invitees, heirs, representatives, successors and/or assigns.

2. ACCEPTANCE OF ASSIGNMENT.

Assignee hereby accepts the foregoing assignment, sale, transfer, conveyance, grant and delivery of the Assigned Lease Interests and assumes all of Assignor's obligations under the Assigned Lease Interests which arise or relate to the period on or after the Transfer Date. Notwithstanding the foregoing, the Assigned Lease Interests do not include any actions or obligations that cannot by their nature be performed by Assignee and can only be performed or complied with by the fee owner of the Property. Additionally, Assignee does not assume any liability resulting from actions taken by or under the control of the fee owner of the Property, such, as for example, liability due to environmental contamination of the Property owned and controlled by Assignor and not caused by Assignee. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Assigned Lease Interests on and after the Transfer Date, or which arise out of or are in any way related to the Assigned Lease Interests on or after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date, except for Losses and Liabilities not herein assumed or otherwise excepted from the obligations assigned hereunder.

3. BINDING EFFECT.

This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

4. GOVERNING LAW.

This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State where the Property are located.

5. COUNTERPARTS.

This Assignment may be executed by original signature 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.

6. PURCHASE AGREEMENT.

Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement. Notwithstanding anything to the contrary set forth herein, the Assigned Lease Interests do not include any obligations in the Ground Lease that cannot by their nature be performed by Assignee, and may only be performed by the owner of the fee interest in the portion of the Property that is not included in the Easements, such as, without limitation, the obligation to

grant additional easements, to the extent required under the Ground Lease - the obligation to obtain a subordination or non-disturbance agreement from any lender or lienholder in the interest of Assignor in the Property, or the obligations of the Assignor to grant or cooperate with zoning or other land use approvals. Additionally, the Assigned Lease Interests to not include any obligation to pay real property taxes (except as otherwise provided in the Easement Agreement) or the obligation to compensate the tenant under the lease for any damages cause to it by the Assignor or its affiliates, tenants, contractors, guests, employees or invitees.

7. NOTICES AND CONSENTS.

Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

8. RECORDING.

This Assignment may be filed and/or recorded in the appropriate public record.

9. NO DEFAULT.

Assignor hereby certifies to Assignee that the Ground Lease is in full force and effect, that neither Assignor or the 'tenant' under the Ground Lease is in default or breach of any of its obligations under the Ground Lease, that Assignor has received no notices alleging a default under the Ground Lease, that as of the date hereof the Grantor under the Purchase Agreement has no claim against Assignor or pertaining to the Ground Lease or the Easements, and that Assignor knows of no reason or occurrence that threatens the ability to use the area subject to the Ground Lease in the manner that it has been utilized by the telecommunications carriers who lease or license space and operate equipment within or upon such areas.

10. REPRESENTATIONS, WARRANTIES AND COVENANTS OF ASSIGNOR.

A. This Assignment and the other documents executed by Assignor in connection with this Assignment constitute the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with their terms.

B. The execution, delivery and performance by Assignor of this Assignment does not, and will not, violate or conflict with any provision of Assignor's organizational documents, or any agreements to which Assignor is a party, including mortgages and deeds of trust, or by which Assignor or the Ground Lease is bound, and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Assignor or the Ground Lease are subject.

C. There is no pending or threatened action, suit or proceeding that, if determined against Assignor, would adversely affect Assignor's ability to assign the Ground Lease or to perform its obligations hereunder or thereunder.

D. Assignor owns 100% of the "Landlord's" interest in the Ground Lease, and has the right to assign its interest in the Ground Lease to Assignee as provided in this Assignment, without the consent of any third party, including but not limited to then 'tenant under the Ground Lease.

E. Assignor has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Ground Lease to any other person or entity, and the property subject to the Ground Lease is free of all encumbrances, except those that are have been consented to in writing by Assignee and which do not interfere with the use of the leased property for the purpose for which the same have been leased and used by the other parties utilizing such leased property, if any.

F. Assignor has complied with all applicable laws which may affect the Ground Lease and the Leased Property and the use thereof by the parties thereon.

G. The representations and warranties of Assignor shall survive the assignment of the Ground Lease.

11. ATTORNEYS' FEES.

In the event of judicial action to enforce any of the terms and conditions hereof, the prevailing party shall receive reasonable attorneys' fees, court costs and other reasonable discovery and investigation costs and expenses as determined by the court.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

***Remainder of Page Intentionally Left Blank ***

In witness whereof:
The undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year set forth below.

ASSIGNEE:
TCO 2013 LLC, a Delaware limited liability company

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

By: _____

Name: Daniel Hunt

Title: CFO

Date: 3/4/16

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:
The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year set forth below.

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

By: _____

Name: Reid E. Kuhlman

Date: 3-3-2016

ASSIGNOR 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

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

Print Name Tara McShane

My commission expires: 4-18-2019 (seal)

Exhibit A
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

Ground Lease Description

That certain Site Lease With Option ("Agreement") dated December 17, 1998, as amended by that First Amendment to Site Lease With Option dated March 15, 2013, between Cedar Valley Motorsports Park, Ltd., an Iowa corporation ("Landlord") and TowerCo 2013 LLC, as successors in interest to Iowa Wireless Services, LP ("Tenant") for a portion of the "Property" described in Exhibit A above, as such area is more particularly identified in the Agreement.

Recording Information, if any, set forth below:

- Recorded Assignment dated November 1, 2012 and recorded on December 17, 2012 in Book 2012 Page 4342 of the official records of Delaware County, Iowa.
- Recorded Memorandum of Agreement dated December 22, 1998 and recorded on April 6, 2000 in Book 2000 Page 1077 of the official records of Delaware County, Iowa.