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Daneen Schindler RECORDER
BK: 2016 PG: 2228

Type of Document: Assignment and Assumption of Ground Lease

Preparer: TowerCo 2013 LLC, 5000 Valleystone Dr., Attn: M. Manna, Cary, NC 27519, 919-653-5700

Taxpayer Info: TowerCo Entity 1, LLC, c/o Grain Management, 100 North Washington Blvd., Ste. 201, Sarasota, FL 34236

Return to: TowerCo Entity 1, LLC, c/o Grain Management, 100 North Washington Blvd., Ste. 201, Sarasota, FL 34236

Grantor: TowerCo 2013 LLC, 5000 Valleystone Dr., Legal Dept., Cary, NC 27519

Grantee: TowerCo Entity 1, LLC, 5000 Valleystone Dr., Cary, NC 27519

Prior Reference: Book 2000 Page 1077 / Book 2012 Page 4342

Parcel Number: Land - 220-02-00-001-00 / Tower - 220020000119

Legal Description: See Page 7

Tower ID: IA0087 / IA-0077 14754-16
Tower Site Name: Earlville

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Agreement") is made, entered into and effective as of this 11th day of May, 2016 (the "Effective Date"), by TowerCo 2013 LLC ("Assignor"), to TowerCo Entity 1, LLC ("Assignee").

Preliminary Statement:

In consideration of the mutual covenants contained in this Agreement, 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 date hereof, Assignor for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer to Assignee and its successors and assigns all of Assignor's right, title and interest as lessee under that certain ground lease described in Exhibit A attached hereto (the "Ground Lease").

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the date hereof, hereby accepts the foregoing assignment and assumes all of Assignor's obligations and liabilities under the Ground Lease.

3. SUCCESSORS AND ASSIGNS. No party may assign or otherwise transfer, in whole or in part, its rights, remedies, duties, or obligations arising under, or with respect to this Agreement, in each case without the express prior written consent of the other party and any such assignment or transfer in violation of this Section will be null and void. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

4. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

5. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies, except to the extent mandatorily governed by the laws of the state in which the real property subject to the Ground Lease is located.

6. AMENDMENT. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of all of the parties hereto.

7. FURTHER ASSURANCES. Each party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

* * * * Remainder of Page Blank – Signature Pages Follow * * * *

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Agreement as of the date first written above.

ASSIGNOR:
TowerCo 2013 LLC, a Delaware limited liability company

By: Daniel Hunt
Name: Daniel Hunt
Title: VP/CFO

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

On this 11th day of May, 2016, before me, a Notary Public in and for the said State, personally appeared Daniel Hunt, to me personally known, who being by me duly sworn did say that that person is VP/CFO of said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said VP/CFO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Given under my hand and official seal, this 11th day of May, 2016.

Signature of Notary Jill E. Harvey
Name of Notary: Jill E. Harvey
Commission expires 7/26/2020

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2020

Tower ID: IA0087 / IA-0077
Tower Site Name: Earlville

ACKNOWLEDGED AND CONSENTED TO:

ASSIGNEE:
TowerCo Entity 1, LLC, a Delaware limited liability company

By: Daniel Hunt
Name: Daniel Hunt
Title: VP/CFO

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

On this 11th day of May, 2016, before me, a Notary Public in and for the said State, personally appeared Daniel Hunt, to me personally known, who being by me duly sworn did say that that person is VP/CFO of TowerCo Entity 1, LLC, said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said VP/CFO acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Given under my hand and official seal, this 11th day of May, 2016.

Signature of Notary Jill E Harvey
Name of Notary: Jill E Harvey
Commission expires 7/26/2020

JILL E HARVEY
NOTARY PUBLIC
WAKE COUNTY, NC
My Commission Expires 7/26/2020

Exhibit A
Ground Lease

That certain Site Lease With Option dated December 17, 1998, as amended by that certain Amendment to Site Lease With Option dated March 15, 2013 (as amended, the "Ground Lease") between TCO 2013 LLC, a Delaware limited liability company, as successor in interest to Cedar Valley Motorsports Park, Ltd. ("Landlord") and TowerCo 2013 LLC, a Delaware limited liability company, as successor in interest to Iowa Wireless Services, LLC ("Tenant") for a portion of the "Premises" as more particularly identified in the Ground Lease.

Recording Information, if any, set forth below:

- Memorandum of Lease filed April 6, 2000 in Delaware County, Iowa in Book 2000 Page 1077
- Assignment and Assumption of Ground Lease filed December 17, 2012 in Delaware County, Iowa in Book 2012 Page 4342
- Amendment to Memorandum of Agreement filed May 31, 2013 in Delaware County, Iowa as Document # 2013 1817 in Book 2013 Page 1817
- Assignment and Assumption of Ground Lease filed March 17, 2016 in Delaware County, Iowa as Document # 2016 654 / in Book 2016 Page 654
- Grant of Easement filed March 17, 2016 in Delaware County, Iowa as Document # 2016 653 / in Book 2016 Page 653

Exhibit B
Legal Description

(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., DELAWARE COUNTY, IOWA.