Recorded: 8/23/2016 at 9:06:39.0 AM
Fee Amount: $53.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2016 PG: 2230

SPACE ABOVE RESERVED FOR RECORDER

Prepared by and after recording return to:
Yvette Cooley
Grain Management, LLC
100 N. Washington Blvd. #201
Sarasota FL 34236
(941) 373-1665

Grain Site ID: 2055-IA-0087

County: Delaware
Tax Parcel ID: being a portion of 220-02-00-001-00

Notice and Termination of Ground Lease

Tenant: GrainComm III, LLC, a Delaware limited liability company, with an address of 100 N. Washington Blvd. #201, Sarasota FL 34236

Landlord: GrainComm II, LLC, a Delaware limited liability company, with an address of 100 N. Washington Blvd. #201, Sarasota FL 34236

EFFECTIVE DATE: 7/14/16

This instrument ("Termination") is made and given as of the Effective Date above by Tenant to Landlord.

WHEREAS, Landlord owns or otherwise controls the real property more particularly described on Exhibit A hereto (the "Property") and Tenant leases from Landlord all or a part of the Property (the "Premises") pursuant to the ground lease more particularly described on Exhibit B hereto (the "Ground Lease").

WHEREAS, Tenant now desires to terminate the Ground Lease and gives this Termination pursuant to the terms therein.

OPERATIVE PROVISIONS

In consideration of the Ground Lease and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The foregoing recitals set forth herein are true, accurate and correct and are incorporated herein by reference.

2. Tenant and Assignee are wholly owned subsidiaries of Grain Communications REIT II, LLC., a Delaware corporation, and affiliated companies.

3. Pursuant to Section 2(G) of the Ground Lease, Tenant hereby terminates the Ground Lease effective as of the Effective Date.

4. Notwithstanding any provision to the contrary contained in the Ground Lease, Landlord hereby accepts this Termination effective as of the Effective Date. Landlord further warrants that there are no sums due to Landlord under the Ground Lease, inclusive of any penalty for early termination, and agrees that, as of the Effective Date, Tenant shall have no further liability or obligations to Landlord under the Ground Lease.

5. This Termination may be recorded at the opinion of the Landlord or Tenant and the parties agree to execute this agreement in recordable form.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Termination as of the date set forth in the respective acknowledgments.

TENANT:

GrainComm III, LLC.,
a Delaware limited liability company

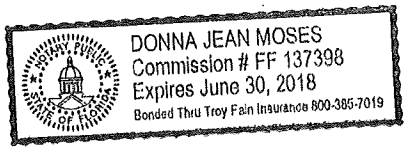
By: _____
Name: Derek Sachs
Its: Vice President

State of Florida
County of Sarasota

On this 14 day of July, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared Derek Sachs, who acknowledged himself to be the Vice President of GrainComm III, LLC., a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the company.

_____
Notary Public, State of Florida
Print Name: Donna Jean Moses
Commission No.: FF137398
My Commission Expires: 06/30/2018

(AFFIX NOTARIAL SEAL)



LANDLORD:

GrainComm II, LLC.,
a Delaware limited liability company

By: _____
Name: Derek Sachs
Its: Vice President

State of Florida
County of Sarasota

On this 14 day of July, 2016, before me, a Notary Public in and for the County and State aforesaid, personally appeared Derek Sachs, who acknowledged himself to be the Vice President of GrainComm II, LLC., a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of the company.

_____
Notary Public, State of Florida
Print Name: Donna Jean Moses
Commission No.: FF137398
My Commission Expires: 06/30/2018

(AFFIX NOTARIAL 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., DELAWARE COUNTY, IOWA.

EXHIBIT B

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 # 2016654 in Book 2016 Page 654