Recorded: 4/5/2017 at 11:02:42.0 AM
Fee Amount: $37.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2017 PG: 948

ASSIGNMENT and ASSUMPTION of LEASE

Preparer Information & When Recorded return to:	Liz Van Zomeren, Property Manager Iowa Wireless Services, LLC ("IWS") 7600 Office Plaza Drive South, Suite 150 West Des Moines, Iowa 50266-2328 (515) 258-7522
Tax Statement Address For Cell Site Assets only:	Iowa Wireless Services, LLC ("IWS") 7600 Office Plaza Drive South, Suite 150 West Des Moines, Iowa 50266-2328 (515) 258-7522
Site Identification:	**IA/0323 (169-0001)/City of Ryan**
Site Address:	**202 Morgan St., Ryan, Iowa**

Grantors:	**Grantees:**
Benton/Linn Wireless, LLC An Iowa limited liability company	Iowa Wireless Services, LLC a Delaware limited Liability Company
Legal Description:	See EXHIBIT A

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Agreement"), is by and between Benton/Linn Wireless, L.L.C., an Iowa limited liability company ("Tenant" or "Assignor"), and Iowa Wireless Services, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. Assignor and City of Ryan, Iowa, an Iowa municipal corporation, ("Landlord"), have entered into that certain Lease Agreement, dated March 6, 2000 (as amended through and including the date hereof, the "Lease"), a true and complete copy of which is attached hereto as Exhibit A and incorporated herein by reference, covering certain premises more particularly described in the Lease (the "Premises").

B. Assignor has agreed to assign its assets to Assignee pursuant to an Asset Purchase Agreement between Assignor and Assignee dated December 18, 2009, (the "Asset Purchase Transaction").

C. In connection with the consummation of the Asset Purchase Transaction, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, pay, perform and discharge when due, the obligations of Assignor under the Lease from and after the Effective Date (as defined below).

Agreements

NOW, THEREFORE, in consideration of the premises and the agreements set forth in this Agreement, and for other good and valuable consideration had and received the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall be effective upon the closing of the Asset Purchase Transaction (the "Effective Date").

2. Assignor hereby sells, conveys, transfers, delivers and assigns to Assignee any and all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, any security deposit and all other deposits made by Assignor and held by Landlord. Assignor hereby agrees to indemnify, defend and save Assignee harmless from and against any and all liabilities, obligations, costs, expenses, claims, actions and damages by reason of any default of Assignor under the Lease with respect to any period or any circumstances existing prior to the Effective Date.

3. Assignee hereby accepts the foregoing assignment in accordance with its terms and assumes and agrees to keep, observe, perform, pay and discharge when due the terms, covenants, conditions and obligations of Assignor under the Lease from and after the Effective Date hereof.

4. Assignor and Assignee shall use their respective reasonable efforts to obtain, or to assist in obtaining from Landlord a separate Consent and Estoppel Certificate consenting to said assignment and affirming the Lease terms. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign the Lease or any claim, right or benefit arising

thereunder or resulting therefrom if an attempted assignment thereof, without the consent of Landlord or any third person who is a party thereto, would constitute a breach or other contravention thereof or in any way adversely affect the rights of Assignee thereunder. Assignor will use reasonable best efforts to obtain the consent of Landlord for the assignment of the Lease to Assignee. If such consent is not obtained prior to the closing of the Asset Purchase Transaction, or if an attempted assignment thereof would be ineffective or would adversely affect the rights of Assignee thereunder so that Assignee would not in fact receive all such rights, Assignor will cooperate to achieve a mutually agreeable arrangement under which Assignee would obtain the benefits and assume the obligations thereunder (but only to the extent such obligations would have constituted Assumed Liability (as defined in the Asset Purchase Agreement) if such assignment occurred on the Effective Date) from and after the Effective Date in accordance with this Agreement, including subcontracting, sublicensing or subleasing to Assignee, or under which Assignor would enforce for the benefit of Assignee, with Assignee assuming Assignor's obligations to the same extent as if it would have constituted an Assumed Liability (as defined in the Asset Purchase Agreement), and any and all rights of Assignor against Landlord or any third person who is a party thereto. Assignor will pay promptly to Assignee when received all monies received by Assignor, as applicable, after the Effective Date, under the Lease, or any claim, right or benefit arising thereunder to the extent that Assignee, as applicable, would be entitled thereto pursuant to this Agreement.

5. This Agreement is executed and delivered in connection with the Asset Purchase Transaction.

6. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

7. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart or other signature hereupon delivered by facsimile shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment, Assumption and Acknowledgement Agreement to be duly executed and delivered effective as of the Effective Date.

ASSIGNOR: Benton/Linn Wireless, L.L.C.

By: James Teig
Name: James Teig
Title: President

ASSIGNEE: Iowa Wireless Services, LLC

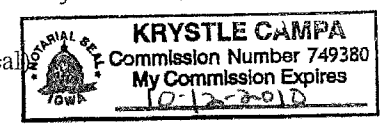
By: Michael S. Haskins
Name: Michael S. Haskins
Title: Chief Executive Officer/
Chief Operating Officer

STATE OF IOWA, COUNTY OF POLK.

On this 30th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared James Teig to me personally known, who, being by me duly sworn, did say that he is the President of said limited liability company; and that as such officer, acknowledged the

execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(Notarial Seal)

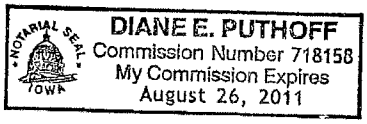


Notary Public in and for said County and State

STATE OF IOWA, COUNTY OF POLK:

On this 30th day of December, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael S. Haskins to me personally known, who, being by me duly sworn, did say that he is the Chief Executive Officer/Chief Operating Officer of said limited liability company and that as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

(Notarial Seal)



Notary Public in and for said County and State

EXHIBIT A

Legal Description

To the Tower Lease with Option dated the 6th day of March, 2000, between the City of Ryan, as Landlord, and Benton-Linn Wireless, LLC, as Tenant.

The Property is legally described as follows:

Tax Parcel ID#: 690000200400

Lots 10-14, Block 13 town of Ryan, Iowa.

EXHIBIT B

Premises Location Within the Property

To the Tower Lease with Option dated the 6th day of March, 2000, between the City of Ryan, as Landlord, and Benton-Linn Wireless, LLC, as Tenant.

The location of the Premises (including easements) within the Property is more particularly described or depicted as follows:

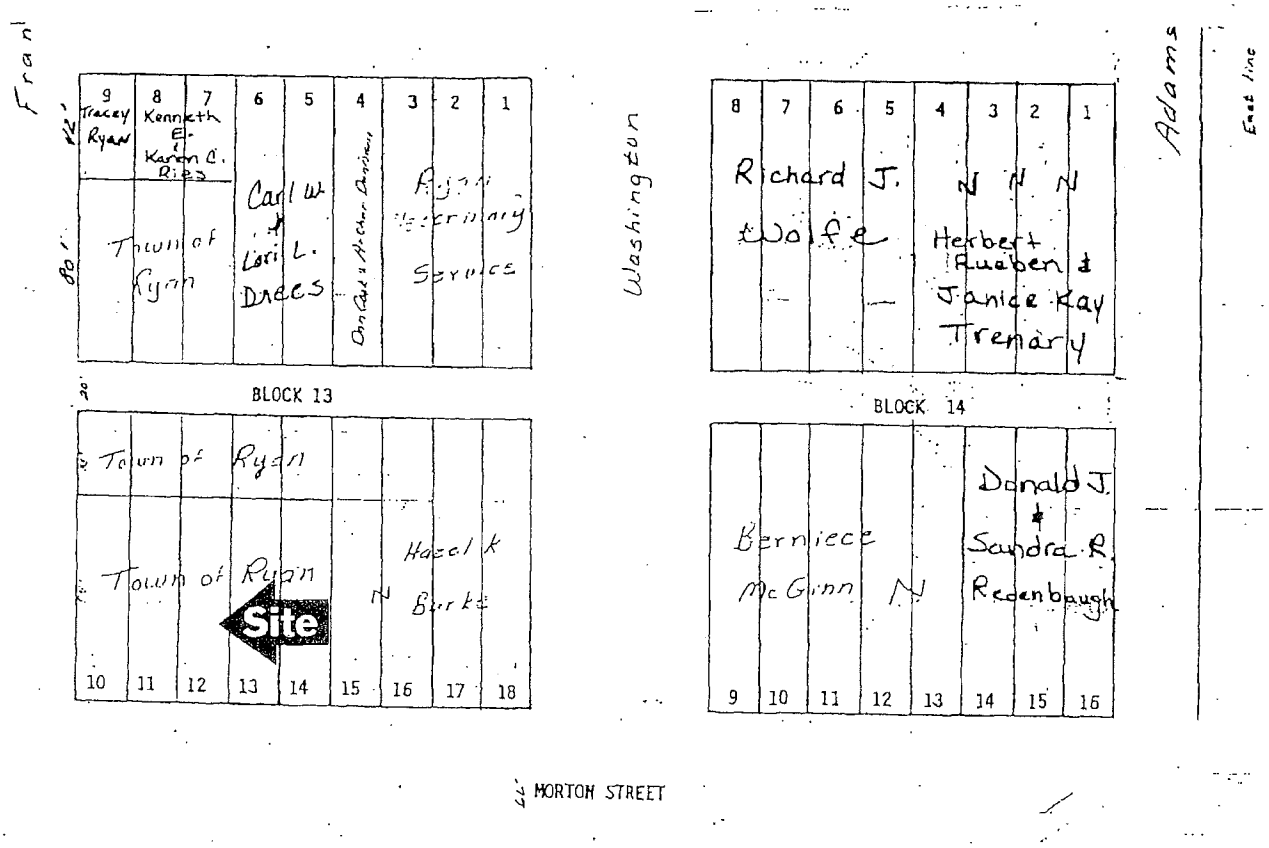


EXHIBIT C

Site Plan

To the Tower Lease with Option dated the 6th day of March, 2000, between the City of Ryan, as Landlord, and Benton-Linn Wireless, LLC, as Tenant.

Site Plan and Equipment:

