Rev. Robert Czarnik Weiss McClelland LLC 105 W. Adams St., Ste 1850 Chicago, IL 60603

Entered for taxation 20th day
of June AD 2017
Cindy K. Baxter, Auditor
By [illegible], Deputy

Book 2017 Page 1669

Document 2017 1669 Type 03 005 Pages 15
Date 6/19/2017 Time 2:25:00PM
Rec Amt $77.00 Aud Amt $5.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

SPACE ABOVE RESERVED FOR RECORDER

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

Grain Site ID: 2055-IA-0087

County: Delaware

NOTICE OF NAME CHANGE

Please be advised that as of May 11, 2016 TowerCo Entity 1, LLC has changed its legal name to GrainComm III, LLC as evidenced by the Certificate of Amendment to Certificate of Formation of TowerCo Entity 1, LLC found on Exhibit F. This name change will apply to the parcel further described on Exhibit A.

WHEREAS, the parcel described on Exhibit A is currently shown as owned by Iowa Wireless.

WHEREAS, on November 1, 2012 Iowa Wireless assigned its interest to Iowa Tower Entity 1 LLC as evidenced by the Recorded Assignment and Assumption of Ground Lease document found on Exhibit B.

WHEREAS, on November 1, 2012 Iowa Tower Entity 1, LLC merged with TowerCo 2013, LLC as evidenced by the Certificate of Merger found on Exhibit C.

WHEREAS, on May 11, 2016 TowerCo 2013, LLC assigned its interest in the parcel to TowerCo Entity 1, LLC as evidenced by the Tower Transfer Agreement found on Exhibit D. An Assignment between TowerCo 2013, LLC and TowerCo Entity 1 has also been recorded and can be found on Exhibit E.

NOW, THEREFORE, we request that GrainComm III, LLC be shown as the owner of the parcel described on Exhibit A.

GrainComm III, LLC

~~By:~~ _____
Name: Derek Q. Sachs
Its: V.P. & Sec'y

State of Florida
County of Sarasota

On this 2nd day of February, 2017, before me, a Notary Public in and for the County and State aforesaid, personally appeared Derek Q. Sachs, who acknowledged ~~him~~/herself to be the V.P. & Sec'y of GrainComm III, LLC, and that he/she 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: MELISSA PROSSER
Commission No.: FF 982968
My Commission Expires: 4/17/2020

(AFFIX NOTARIAL SEAL)

MELISSA PROSSER
MY COMMISSION # FF982968
EXPIRES April 17, 2020
(407) 398-0153 FloridaNotaryService.com

EXHIBIT A

Parcel 1: Site No. 2055-IA-0087, Tax Parcel ID No: 220020000119

A PORTION OF THE NORTHWEST FRACTIONAL QUARTER (NW FR ¼) OF THE NORTHEAST QUARTER (NE 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

Parcel 1: Site No. 2055-IA-0087, Tax Parcel ID No: 220020000119

ASSIGNMENT BETWEEN IOWA WIRELESS SERVICES, LLC AND IOWA TOWER ENTITY 1 LLC RECORDED AT BOOK 2012 PAGE 4342

EXHIBIT C

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"IOWA TOWER ENTITY 1 LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "TOWERCO 2013 LLC" UNDER THE NAME OF "TOWERCO 2013 LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF NOVEMBER, A.D. 2012, AT 6:08 O'CLOCK P.M.



Jeffrey W. Bullock, Secretary of State

5222115 8100M

AUTHENTICATION: 9961986

121188555

DATE: 11-05-12

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:08 PM 11/01/2012
FILED 06:08 PM 11/01/2012
SRV 121188555 - 5222115 FILE

CERTIFICATE OF MERGER

OF

IOWA TOWER ENTITY 1 LLC
(a Delaware limited liability company)

AND

TOWERCO 2013 LLC
(a Delaware limited liability company)

The undersigned, a limited liability company formed and existing under and by virtue of the Delaware Limited Liability Company Act DOES HEREBY CERTIFY THAT:

1. The name and state of formation of each of the constituent limited liability companies to the merger are as follows:

Name	State of Formation
Iowa Tower Entity 1 LLC	Delaware
TowerCo 2013 LLC	Delaware

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted and executed by each constituent limited liability company in accordance with the requirements of Section 18-209 of the Delaware Limited Liability Company Act.

3. The name of the surviving limited liability company shall be TowerCo 2013 LLC.

4. The Certificate of Formation of TowerCo 2013 LLC as now in force and effect, shall continue to be the Certificate of Formation of said surviving limited liability company until amended and changed pursuant to the provisions of the Delaware Limited Liability Company Act.

5. The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

6. The executed Agreement and Plan of Merger is on file at the office of the surviving company, the address of which is c/o TowerCo 2013 Holdings LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.

7. A copy of the Agreement and Plan of Merger will be furnished by the surviving company, on request and without cost, to any member of any constituent limited liability company.

Executed as of November 1, 2012.

TOWERCO 2013 LLC

By: _____
Name: Daniel Hunt
Title: Secretary and Chief Financial Officer

EXHIBIT D **EXECUTION COPY**

TOWER TRANSFER AGREEMENT

This TOWER TRANSFER AGREEMENT (this "Agreement"), dated as of May 11, 2016 (the "Effective Date"), by and between TowerCo 2013 LLC, a Delaware limited liability company ("Assignor"), and TowerCo Entity 1, LLC, a Delaware limited liability company ("Assignee" and together with Assignor, each individually a "Party", and collectively, the "Parties"), is executed and delivered pursuant to Section 3(b) of that certain Restructuring Agreement, dated as of May 11, 2016 (the "Restructuring Agreement"), by and among Assignor, TowerCo IV Holdings LLC, a Delaware limited liability company, TowerCo IV Finance LLC, a Delaware limited liability company, TowerCo 2013 Holdings LLC, a Delaware limited liability company ("Holdings 2013"), TowerCo 2013 MR LLC, a Delaware limited liability company ("TowerCo MR"), TowerCo Staffing, Inc., a Delaware corporation, TowerCo Finance 2013 LLC, a Delaware limited liability company, TowerCo Marketing LLC, a Delaware limited liability company, TowerCo 2013 USVI LLC, a Delaware limited liability company, TowerCo 2013 PR LLC, a Delaware limited liability company, TCO 2013 LLC, a Delaware limited liability company, and each of the individuals identified as "Executives" and listed on the signature pages thereto, which was entered into concurrently with the consummation of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of January 27, 2016 (the "Merger Agreement"), by and among Grain Infrastructure Fund II, L.P., a Delaware limited partnership, for the limited purposes as set forth therein, Grain Communications REIT II, Inc., a Delaware corporation ("REIT II" or "Parent", where "Parent" includes any other party which may be encompassed by such term pursuant to the Merger Agreement), Grain HoldCo, LLC, a Delaware limited liability company that is wholly owned by Parent ("HoldCo"), GrainComm VI, LLC, a Delaware limited liability company which is wholly owned by HoldCo ("Merger Sub"), Holdings 2013 and TowerCo MR. Initially capitalized terms used herein but not defined in this Agreement shall have the meaning given to them in the Merger Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally-bound hereby, the Parties to this Agreement hereby covenant and agree as follows:

1. Transfer and Assignment; Management Arrangements.

   (a) *Transferred Assets*. Except as otherwise set forth herein with respect to the Managed Sites (as defined below) covered under Section 1(b) below, and the Excluded Assets (as defined below) covered under Section 1(c) below, as of the date hereof, Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to each of the Towers, Tower Sites and related Property (the Towers, Tower Sites and related Property transferred and assigned hereunder, collectively, the "Transferred Assets"), which Transferred Assets are intended to be indirectly transferred to Parent pursuant to the transactions contemplated by the Merger Agreement, in each case subject to the assumption by Assignee of the Assumed Liabilities (as defined below) pursuant to Section 2 below. Notwithstanding anything to the contrary herein and for the avoidance of doubt, the Transferred Assets shall specifically exclude (i) the Managed Sites (as defined below) until such time as such Managed Sites are no longer subject to the Management Agreement (as defined below) and deemed automatically transferred to Assignee in accordance with Section 1(b)(ii) below and the terms and conditions of the Management Agreement and (ii) the Excluded Assets. For purposes of this Agreement, "Assumed Liabilities" shall mean all liabilities, known or unknown, arising from, incurred in connection with or related to the operation, ownership, use, management, collocation, or occupancy of the Transferred Assets transferred and assigned hereunder or of the Managed Sites deemed assigned pursuant to Section 1(b)(ii) below and the terms and conditions of the Management Agreement.

(b) *Managed Sites*. Notwithstanding the provisions of Section 1(a) above or anything else to the contrary in this Agreement, the Parties hereby acknowledge and agree that the consent of certain Ground Lessors may be required for the transfer and assignment hereunder of the Ground Leases set forth on Schedule 1 hereto. The Parties further acknowledge and agree that, notwithstanding anything to the contrary herein, any such Ground Lease requiring consent of the applicable Ground Lessor shall not be transferred or assigned hereunder unless and until such necessary consent shall have been obtained in a form mutually acceptable to the Parties (each such Ground Lease and the related Tower, Tower Site and other related Property not transferred or assigned hereunder, a "Managed Site", and collectively, the "Managed Sites"). As a condition to, and simultaneously with, the consummation of the transactions contemplated hereby, to the extent there are any Managed Sites as of the Closing, the Parties will enter into a Property Management Agreement, in substantially the form attached hereto as Exhibit A (the "Management Agreement"), pursuant to which:

(i) Assignee will operate and manage the Managed Sites that remain subject to obtaining Ground Lessor consent as of the Closing, and Assignee will be entitled to all of the profits and other benefits of use or ownership of the Managed Sites (and will be responsible for all related liabilities, including liabilities for Taxes relating to such use or ownership or the profits therefrom as set forth in the Management Agreement) until: (A) the necessary Ground Lessor consent for the transfer and assignment of a Managed Site hereunder has been obtained and legal title to the Managed Site is transferred to Assignee; or (B) the Management Agreement is otherwise terminated or expires with respect to such Managed Site; and

(ii) from and after the Closing, each of the Parties will use commercially reasonable efforts to obtain any outstanding necessary Ground Lessor consent with respect to the transfer and assignment of the Managed Sites hereunder, and, at such time as such necessary Ground Lessor consent with respect to any Managed Site has been obtained: (A) Assignor will be deemed to automatically transfer all of its right, title, and interest in and to such Managed Site to Assignee hereunder without any further action required by any Party; and (B) Assignee will be deemed to automatically assume the Assumed Liabilities related to such Managed Site.

Notwithstanding anything to the contrary herein or in the Merger Agreement or the Restructuring Agreement, in no event will any Party be obligated pursuant to this Agreement to pay any money to any Person or offer or grant other financial or other accommodations to any Person to obtain a Ground Lessor consent to the transfer and assignment contemplated hereby.

(c) *Excluded Assets*. Notwithstanding the provisions of Section 1(a), Section 1(b) or anything else to the contrary in this Agreement, the Parties hereby acknowledge and agree that all other tangible and intangible property, rights and assets (real, personal or mixed, tangible and intangible), of Assignor of every kind and description, wherever located not expressly included in the definition of "Transferred Assets" or "Managed Sites" are not included among the Transferred Assets or Managed Sites, as the case may be, and are expressly excluded from the transfer and assignment under this Agreement, including (without limitation) the MLAs and BTS Agreements (as such terms are defined below) (collectively, the "Excluded Assets").

(d) *Real Estate Transfer Documents*. In partial implementation of the transfers and assignments described in Section 1(a) above, Assignor is delivering to Assignee, simultaneously with the execution and delivery of this Agreement, (i) a deed to each parcel of Real Property in the form heretofore agreed to by the Parties, (ii) an assignment of the lessee's interest under each Ground Lease in the form heretofore agreed to by the Parties and (iii) an assignment of Assignor's right, title and interest in and to each Perpetual and/or Long Term Easement in the form heretofore agreed to by the Parties, and Assignee is executing and delivering the documents described in clauses (ii) and (iii) of this Section 1(d) in order to evidence its assumption of Assignor's obligations under and with respect to the Ground Leases and the Perpetual and/or Long Term Easements.

2. Acceptance of Assignment. Assignee, as of the date hereof, hereby accepts the foregoing assignment of the Transferred Assets and assumption of the related Assumed Liabilities and will be deemed to accept the assignment of the Managed Sites and assumption of the related Assumed Liabilities in accordance with Section 1(b) and the terms and conditions of the Management Agreement.

3. Indemnification. Assignee hereby indemnifies Assignor and its successors and permitted assigns (in each case, an "Indemnified Party") from and against all Losses suffered or incurred by the Indemnified Party in its capacity as a party to the MLAs and BTS Agreements by reason of actions or omissions of Assignee and its Affiliates, successors and assigns with respect to the Towers and Tower Sites occurring from and after the date hereof. As used herein, (x) the term "MLAs" means those master lease agreements listed on Schedule 3(a) annexed hereto and (y) the term "BTS Agreements" means those build-to-suit agreements listed on Schedule 3(b) annexed hereto. The Parties acknowledge that, for the avoidance of doubt, the MLAs and BTS Agreements are Excluded Assets, except to the extent expressly incorporated into the terms of the Tenant Leases.

4. 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 4 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.

5. Restructuring Agreement Controls. This Agreement is intended to implement the provisions of the Restructuring Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee under the Restructuring Agreement. No provision of this Agreement shall in any way modify the express provisions (including, without limitation, the warranties, representations, covenants, agreements, conditions, or any of the obligations and indemnifications of the parties hereto or the parties to the Restructuring Agreement) set forth in the Restructuring Agreement. This Agreement, the Restructuring Agreement and the ancillary documents contemplated thereby constitute the entire agreement among the parties hereto with respect to the subject matter of this Agreement. To the extent any provision of this Agreement is inconsistent with the Restructuring Agreement, the provisions of the Restructuring Agreement shall control.

6. 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.

7. 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.

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

9. 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

By: _____
Name: Richard Byrne
Title: Chief Executive Officer

ASSIGNEE:

TOWERCO ENTITY 1, LLC

By: _____
Name: Richard Byrne
Title: Chief Executive Officer

EXHIBIT E

Parcel 1: Site No. 2055-IA-0087, Tax Parcel ID No: 220020000119

ASSIGNMENT BETWEEN TOWERCO 2013, LLC AND TOWERCO ENTITY 1 LLC RECORDED AT BOOK 2016 PAGE 2228

EXHIBIT F

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TOWERCO ENTITY 1, LLC", CHANGING ITS NAME FROM "TOWERCO ENTITY 1, LLC" TO "GRAINCOMM III, LLC", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF MAY, A.D. 2016, AT 9:12 O`CLOCK A.M.

Jeffrey W. Bullock, Secretary of State

5949378 8100
SR# 20163061942

Authentication: 202297536
Date: 05-11-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:12 AM 05/11/2016
FILED 09:12 AM 05/11/2016
SR 20163061942 - File Number 5949378

CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF FORMATION
OF
TOWERCO ENTITY 1, LLC

MAY 11, 2016

This Certificate of Amendment to the Certificate of Formation of TowerCo Entity 1, LLC ("Company"), dated as of the date first set forth above, is being duly executed and filed by the undersigned, as sole member, pursuant to Section 202 of the Delaware Limited Liability Company Act (6 Del.C. § 18-101 et seq.).

The Certificate of Formation for the Company is hereby amended as follows:

The name of the Company is changed from TowerCo Entity 1, LLC to GrainComm III, LLC.

The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, 19808. The address of the registered office of the Company in the State of Delaware is c/o The Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment as of the date first above written.

TowerCo Finance 2013, LLC
Sole Member

By: Grain Holdings I, LLC
(formerly known as TowerCo 2013 Holdings LLC)
Sole Member

By: G-M SPV, LLC
As Sole Member

By: Maples Fiduciary Services (Delaware) Inc.
As Manager

By: _____
Name: Edward Truitt
Title: Authorized Officer