

BK: 2020 PG: 2882
Recorded: 8/10/2020 at 8:35:34.0 AM
Pages 6
County Recording Fee: \$32.00
Iowa E-Filing Fee: \$3.60
Combined Fee: \$35.60
Revenue Tax:
LISA SMITH RECORDER
Madison County, Iowa

Prepared by Jason Catalini and after recording return to:
TowerCo
Attn: Legal Department
5000 Valleystone Drive, Suite 200
Cary, NC 27519
919-653-5700

(Recorder's Use Above This Line)

STATE OF IOWA

Parcel No: 770162344000000

Prior Ref: 2014 387

COUNTY OF MADISON

ASSIGNMENT AND ASSUMPTION AGREEMENT

Document Date: July 31, 2020

Grantor/Assignor: INTERSTATE ENTERPRISES, LTD., an Iowa corporation
Address: 105 N. West Street, Truro, IA 50257

Grantee/Assignee: TOWERCO 2013 LLC, a Delaware limited liability company
Address: 5000 Valleystone Drive, Suite 200, Cary, NC 27519

Legal Description of the Premises is attached as Exhibit A.

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") made and entered into as of this 31st day of Jul, 2020 (hereinafter "Effective Date"), by INTERSTATE ENTERPRISES, LTD., an Iowa corporation (the "Assignor"), and TOWERCO 2013 LLC, a Delaware limited liability company (the "Assignee").

RECITALS

WHEREAS, Stephen G. Phillips and Assignor entered into that certain Lease and Easement Agreement dated February 10, 2014, as the same may be modified or amended from time to time, (the "Lease"), pursuant to which Assignor leases certain real property and easements located in Madison County, Iowa, and described on Exhibit A attached hereto (as more particularly described in the Lease, the "Premises").

WHEREAS, Assignor has agreed to transfer and assign to Assignee all of its right, title and interest in and to the Lease, and Assignee has agreed to accept an assignment thereof and assume the obligations thereunder, pursuant to this Assignment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. As of the Effective Date, Assignor does hereby sell, assign, transfer, convey, set over and deliver to Assignee all right, title, interest, and benefits of Assignor in, to and under the Lease and all rights thereunder.

2. Assumption. Assignee hereby accepts the aforesaid sale, assignment, transfer, conveyance, set over, and delivery of Assignor's right, title, interest, benefits in, to and under the Lease as of the Effective Date, and assumes and agrees to be bound by, perform and discharge, as and when due, all of the conditions and obligations set forth in the Lease which occur or accrue from and after the Effective Date.

3. Other Provisions.

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

b. This Assignment shall be governed and enforced in accordance with the laws of the state where the Premises is located.

c. This Assignment may be amended, modified or supplemented only by the written agreement of all of the parties hereto.

d. This Assignment shall be filed and/or recorded by Assignee in the appropriate public records.

e. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

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SIGNATURE PAGES FOLLOW

ASSIGNEE:
TOWERCO 2013 LLC, a Delaware limited liability company

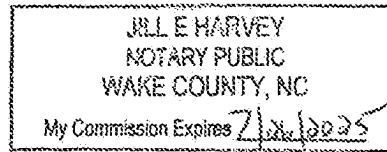
By: [Signature]
Name: Mike Smith
Title: CFO

STATE OF NORTH CAROLINA)
) SS
COUNTY OF WAKE)

I, Jill E. Harvey, a notary public in and for said county in said state, hereby certify that Mike Smith, whose name as CFO of TowerCo 2013 LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 30th day of July, 2020.

[Signature]
Notary Public
Print Name: Jill E. Harvey
My commission expires: 7/26/2025



(seal)

Exhibit A

LEASE AREA/PARCEL "F" DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE NW1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 5/8" IRON PIN ON THE NW CORNER OF SAID SECTION 23, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 606.30 FEET TO A 5/8" IRON PIN, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 326.00 FEET TO A 5/8" IRON PIN ON THE POINT OF BEGINNING, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS WEST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST A DISTANCE OF 100.00 FEET TO A 5/8" IRON PIN, THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.23 ACRES SUBJECT TO ANY EASEMENTS OF RECORD.

INGRESS, EGRESS AND UTILITY EASEMENT DESCRIPTION:

A 20' WIDE PARCEL OF LAND FOR INGRESS, EGRESS AND UTILITIES TO THE ABOVE DESCRIBED PARCEL "F" LOCATED IN A PORTION OF THE NW1/4 OF THE NW1/4 OF SECTION 23, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., IN MADISON COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A 5/8" IRON PIN ON THE NW CORNER OF SAID SECTION 23, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 606.30 FEET TO A 5/8" IRON PIN ON THE POINT OF BEGINNING, THENCE NORTH 86 DEGREES 24 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF THE NW1/4 OF THE NW1/4 OF SAID SECTION 23 A DISTANCE OF 20.04 FEET TO A 1/2" IRON PIN, THENCE SOUTH 00 DEGREES 05 MINUTES 59 SECONDS WEST A DISTANCE OF 427.29 FEET TO A 1/2" IRON PIN, THENCE NORTH 89 DEGREES 54 MINUTES 01 SECONDS WEST A DISTANCE OF 20.00 FEET TO A 5/8" IRON PIN; THENCE NORTH 00 DEGREES 05 MINUTES 59 SECONDS EAST A DISTANCE OF 426.00 FEET TO THE POINT OF BEGINNING.