

**BK: 2016 PG: 423**  
**Recorded: 2/19/2016 at 8:21:08.0 AM**  
**Fee Amount: \$42.00**  
**Revenue Tax:**  
**LISA SMITH RECORDER**  
**Madison County, Iowa**

**Type of Document:** Assignment and Assumption of Ground Lease

**Preparer:** TowerCo, M. Manna, Esq., 5000 Valleystone Dr., #200, Legal Dept., Cary, NC 27519, (919) 653-5712

**Taxpayer Info:** TowerCo IV LLC, 5000 Valleystone Dr., # 200, Legal Dept., Cary, NC 27519

**Return to:** TowerCo, 5000 Valleystone Dr., #200, Legal Dept., Cary, NC 27519

**Grantor:** Iowa Wireless Services, LLC, 4135 NW Urbandale Dr., Urbandale, IA 50322

**Grantee:** Iowa Tower Entity 4 LLC, 5000 Valleystone Dr., #200, Cary, NC 27519

**Parcel #:** 770161282011000, 770161282012000

**Book and Page Reference:** Book 43, Page 716 / Instrument #1400

**Legal Description:** See Page 7

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 20th day of January, 2016 ("Transfer Date"), by Iowa Wireless Services, LLC, a Delaware limited liability company, having an address of 4135 NW Urbandale Drive, Urbandale, Iowa 50322 ("Assignor"), to Iowa Tower Entity 4 LLC, a Delaware limited liability company, having an address of c/o TowerCo, 5000 Valleystone Drive, Suite 200, Cary, North Carolina 27519 ("Assignee").

### Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of August 13, 2015 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo IV Finance LLC, Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, 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 Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. **BINDING EFFECT.** This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. **GOVERNING LAW.** This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. **COUNTERPARTS.** This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. **PURCHASE AGREEMENT.** This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee as set forth in the Purchase Agreement (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment 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 with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. **AMENDMENT.** This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]




ASSIGNOR (LLC) EXECUTION & ACKNOWLEDGMENT AS OF JANUARY 20, 2016:

**In witness whereof:**

The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

**Iowa Wireless Services, LLC, a Delaware limited liability company**

By:

  
Ira D. Levy, its duly authorized Chief Financial Officer

STATE OF IOWA

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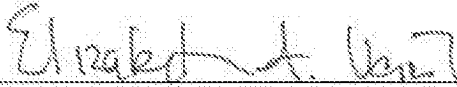
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POLK COUNTY

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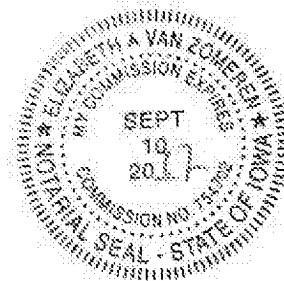
On this 20th day of January, 2016, before me, Elizabeth A. Van Zomeren, a Notary Public in and for the County of Polk, State of Iowa, personally appeared Ira D. Levy, Chief Financial Officer of Iowa Wireless Services, LLC, a Delaware limited liability company, personally known to me, who did say that the foregoing instrument was Signed on behalf of the said Company and that as Chief Financial Officer, Ira D. Levy did severally acknowledge the execution of said instrument as the voluntary act and deed of the said Company by its voluntary execution of the Assignment and Assumption of Ground Lease.

In Witness Whereof, I have hereunto signed my name and affixed my Notarial Seal the day and year last above written.



Notary Public in and for Polk County, State of Iowa

My commission expires: September 10, 2017



**Exhibit A**  
Ground Lease

That certain Site Lease With Option ("Ground Lease") dated September 24, 1996 between Global Signal Acquisitions IV LLC, successor in interest to Thomas F. Kivel and Tamara J. Kivell, husband and wife, successor in interest to Scotty W. Rogers, a single man ("Landlord") and Iowa Wireless Services, LLC, successor in interest to T-Mobile Central LLC, a wholly owned subsidiary of T-Mobile USA, Inc. (fka Western PCS I Corporation) ("Tenant") for a portion of the "Premises" as more particularly described on Exhibit C attached hereto.

Recording Information, if any, set forth below:

- Memorandum of Lease filed November 20, 1996 in Madison County, Iowa in Book 43 Page 716, as Document Number 1400.
- Grant of Easement and Assignment of Lease filed March 28, 2013 in Madison County, Iowa in Book 2013 Page 898.
- Special Use Permit and Variance filed November 8, 1996 in Book 43, Page 701 as Document Number 1293.

**Exhibit B**  
Real Property

THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWELVE (12), AND THE NORTH HALF (1/2) OF THE NORTHEAST QUARTER (1/4) OF SECTION THIRTEEN (13), ALL IN TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, EXCEPT THE STATE ROAD.

**Exhibit C**  
**Premises**

CELL SITE DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE EAST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION TWELVE (12), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M., MADISON COUNTY, IOWA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION TWELVE (12), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M.; THENCE SOUTH 82 DEGREES 41 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) SECTION 12, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., A DISTANCE OF 177.53 FEET; THENCE SOUTH 7 DEGREES 18 MINUTES 22 SECONDS EAST, A DISTANCE OF 716.33 FEET TO THE NORTHWEST CORNER OF THE CELL SITE, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 40.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 40.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 40.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1600 SQUARE FEET.

INGRESS-EGRESS EASEMENT:

AN EASEMENT TOR INGRESS AND EGRESS TO THE CELL SITE, A STRIP OF LAND 20 FEET WIDE THE CENTER LINE WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER (1/4) CORNER OF SECTION TWELVE (12), TOWNSHIP SEVENTY-FOUR (74) NORTH, RANGE TWENTY-SIX (26) WEST OF THE 5TH P.M.; THENCE SOUTH 82 DEGREES 41 MINUTES 38 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) SECTION 12, TOWNSHIP 74 NORTH, RANGE 26 WEST OF THE 5TH P.M., A DISTANCE OF 10.11 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 106.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HIGHWAY G-68, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 54 MINUTES 44 SECONDS WEST 400.00 FEET; THENCE SOUTH 10 DEGREES 28 MINUTES 10 SECONDS WEST 229.04 FEET TO THE CELL SITE.