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12/17/13

**ASSIGNMENT AND ASSUMPTION OF LEASE**  
(Homer, NE – Site 24)

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE** (this "Assignment") is entered into as of December 20, 2013 (the "Effective Date"), by and between **LONG LINES WIRELESS, LLC**, a Delaware limited liability company ("Assignor"), and **LL ACQUISITION COMPANY, LLC**, a Delaware limited liability company ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Purchase Agreement (as defined below).

W I T N E S S E T H

WHEREAS, the Asset Purchase Agreement, dated as of July 3, 2013, as amended by that certain First Amendment to the Asset Purchase Agreement dated July 26, 2013, and as further amended by that certain Second Amendment to the Asset Purchase Agreement dated December 20, 2013 (the "Purchase Agreement"), by and among Assignor, Long Lines Communications, LLC, LL License Holdings, LLC, LL License Holdings II, LLC, Advanced Network Communications, L.L.C., Long Lines, LLC (each being an Affiliate of Assignor) and New Cingular Wireless PCS, LLC ("AT&T") provides for the assignment to Assignee of the Acquired Leases including, without limitation, Assignor's interest as the lessee in all Ground Leases, Tower Leases and Tenant Leases relating to the Acquired Cell Sites, and as more particularly described in the Purchase Agreement; and

WHEREAS, Assignor and Assignee, as the transferee, are parties to that certain Global Contribution, Bill of Sale, Assignment and Assumption Agreement, dated as of even date herewith, pursuant to which Assignor has transferred and assigned to Assignee all of the Acquired Assets in accordance with the terms of the Purchase Agreement; and

WHEREAS, Assignor wishes to assign to Assignee all of its right, title and interest in, to and under those certain leases, licenses or other agreements described on Exhibit A attached hereto and by this reference incorporated herein and encumbering property more particularly described on Exhibit A (as amended from time to time, the "Lease") in accordance with the Purchase Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**Assignment of Lease**

Pursuant to and subject to the terms and conditions of the Purchase Agreement, Assignor hereby assigns, transfers and conveys to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Lease, for the remainder of the term of the Lease and any renewals or extensions thereof, subject to the covenants, terms and conditions contained

therein, together with, but if and only to the extent Assignor has any such rights: (a) such rights of way and easements on, over, under, across and through adjoining lands, extending from the premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the premises; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on adjoining lands to properly support towers and install anchors to secure said guy wires.

## **ARTICLE 2**

### **Acceptance and Assumption of Lease**

Assignee, for itself, its successors and assigns, hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor and any other party to the Lease, to discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Closing Date. Said assumption shall have no application to obligations accruing or arising prior to said date, even if some obligations first became known after the Closing Date.

## **ARTICLE 3**

### **No Waiver or Release**

Neither the making nor the acceptance of this instrument or any other instruments of conveyance, assignment or transfer executed and delivered by Assignor and Assignee in connection with the transactions contemplated by this Assignment or the Purchase Agreement shall: (a) constitute a waiver or release by any party of any representations, warranties, liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Purchase Agreement; or (b) enlarge, extend, restrict, supersede, replace, amend, waive, limit or otherwise modify the terms, conditions and provisions of the Purchase Agreement. In the event of any dispute between the terms hereof and the Purchase Agreement, the terms of the Purchase Agreement shall control.

## **ARTICLE 4**

### **Miscellaneous**

**4.1 Successors and Assigns.** This Assignment will be binding upon, inure to the benefit of and be enforceable by Assignor and Assignee and their respective successors and assigns.

**4.2 Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Nebraska, without regard to choice of law principles.

**4.3 Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be considered an original, but all of which together shall be considered one and the same agreement.

**4.4 Captions.** The captions contained in this Assignment are for reference purposes only and are not part of this Assignment.

**4.5 Interpretations.** Neither this Assignment nor any uncertainty or ambiguity herein shall be construed or resolved against either party to this Assignment, whether under any rule of construction or otherwise. Neither Assignor nor Assignee shall be considered the draftsman. Assignor and Assignee acknowledge and agree that this Assignment has been reviewed, negotiated, and accepted by Assignor, Assignee and their respective attorneys and shall be construed and interpreted according to the ordinary meaning of the words used so as fairly to accomplish the purposes and intentions of the parties hereto.

**4.6 Further Assurances.** In case at any time after the date hereof any further actions, instruments or documents are reasonably necessary to carry out the purposes of this Assignment, the proper agents, officers, members, managers, partners, directors and employees, as applicable, of each of Assignor and Assignee shall take such actions or deliver such instruments or documents.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties have executed this Assignment effective the day and year first above written.

**ASSIGNOR:**

**LONG LINES WIRELESS, LLC**  
a Delaware limited liability company

By: Long Lines Communications, LLC  
Its: Manager

By: Brent Olson  
Name: Brent Olson  
Its: President - CEO

STATE OF IOWA  
COUNTY OF WOODBURY

On this 20<sup>th</sup> day of December, 2013, the undersigned, a Notary Public in and for said State, personally appeared by Brent Olson, as President – CEO of Long Lines Communications, LLC, the manager of Long Lines Wireless, LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of such company as the company’s act and deed. He is personally known to me.

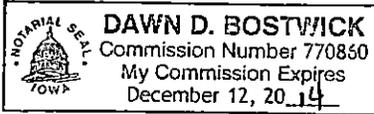
NOTARY PUBLIC:

Sign Dawn Bostwick

Print Dawn Bostwick

State of Iowa at Large (SEAL)

My Commission Expires: 12/12/2014



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[Signatures continued from previous page]

**ASSIGNEE:**

**LL ACQUISITION COMPANY, LLC**  
a Delaware limited liability company

By: Long Lines Communications, LLC  
Its: Manager

By: *Brent Olson*  
Name: Brent Olson  
Its: President - CEO

STATE OF IOWA  
COUNTY OF WOODBURY

On this 20<sup>th</sup> day of December, 2013, the undersigned, a Notary Public in and for said State, personally appeared by Brent Olson, as President - CEO of Long Lines Communications, LLC, the manager of LL Acquisition Company, LLC, a Delaware limited liability company, who executed the foregoing instrument on behalf of such company as the company's act and deed. He is personally known to me.

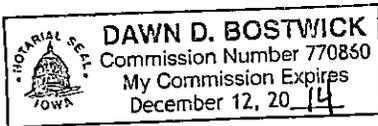
NOTARY PUBLIC:

Sign *Dawn Bostwick*

Print Dawn Bostwick

State of Iowa at Large (SEAL)

My Commission Expires: 12/12/2014



**Exhibit A**

Homer, NE – Site 24

Site Lease Agreement dated September 5, 2006, by and between Woodbury County, Iowa, under the direction of the Starcomm Public Safety Board, and Long Lines Wireless, LLC, a Delaware limited liability company, for the lease of space on a tower and ground space adjacent to such tower to operate equipment, cabling and antennae, as more particularly described therein.

The address of the plot of land on which the tower is located is 2290 Platte Road, Homer, Nebraska.