

Prepared by ~~and after recording return to:~~

Grain Management, LLC
100 N. Washington Blvd., #201
Sarasota, Florida 34236
Attention: Legal Department

Assignee Site ID: 2046-VA-007801
Assignee Lease Number: SSL-T1826-2046007801
Assignor Site ID: RN872
Assignor Lease Number: RN872-01
Site Name: Covington DT
Site Address: 96 W. Riverside Street, Covington, VA 24426
Parcel ID: 03900-00-000-0060

This instrument is exempt from transfer
taxes pursuant to VA Code 58.1-807(F)

AFTER RECORDING, RETURN TO:
Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226

Attn: MC

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

This Assignment and Assumption of Ground Lease ("Assignment") is executed as of February 17, 2015 ("Closing Date") by and between **VIRGINIA PCS ALLIANCE, L.C.**, a Virginia limited liability company (also known of record as Virginia PCS Alliance, LLC) ("Assignor") and **GRAINCOMM I, LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignee is acquiring certain towers and tower related assets of Assignor pursuant to the terms of that certain Asset Purchase Agreement dated as of January 16, 2015 (the "Purchase Agreement") among, *inter alia*, Assignee and Assignor, including the Ground Lease identified on Attachment A hereto ("Ground Lease").

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, Assignor and Assignee desire that this Assignment be executed.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Assignor and Assignee agree as follows:

1. Assignment and Assumption. Assignor does hereby assign and transfer to Assignee all of Assignor's interests and rights in and to the Ground Lease described in Attachment A hereto, subject to the terms of the Purchase Agreement. Assignee does hereby accept such assignment by Assignor and does hereby assume, and agrees to pay, perform, discharge, defend or otherwise satisfy, in accordance with their respective terms the Ground Lease arising from and after the Closing Date.

2. Effectiveness. This Assignment will be effective on the Closing Date.

3. Indemnification. Assignor agrees to indemnify, defend and hold harmless Assignee and its respective officers, directors, shareholders, agents, affiliates and attorneys from and against any and all damages, claims, loss, costs (including reasonable attorneys' fees and

costs of investigation) arising under the Ground Lease prior to the Closing Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor and its respective officers, directors, shareholders, agents, affiliates and attorneys from and against any and all damages, claims, loss, costs (including reasonable attorneys' fees and costs of investigation) arising under the Ground Lease from and after the Closing Date. Nothing contained in this Assignment shall limit any action by either Assignor or Assignee for fraud or intentional misrepresentation by the other party relating to the Ground Lease.

4. Further Assurances. From time to time following the effective time of this Assignment, upon the reasonable request of any party hereto, the other party or parties shall execute and deliver (or cause to be executed and delivered) such other documents and further instruments of conveyance, transfer, assignment, acceptance and assumption, and shall take (or cause to be taken) such other action, without any further compensation, but at no cost or expense to such other party or parties (other than reasonable or customary administrative or legal expenses), as may be reasonably necessary to sell, transfer, convey, assign and deliver the Ground Lease to Assignee or for collecting and reducing to possession any property, or exercising any rights, with respect thereto.

5. Binding Effect. This Assignment will be binding upon Assignor and Assignee and will inure to the benefit of Assignee and its respective successors and assigns. Except for Assignee and its successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against Assignor. Except for Assignor and its successors and assigns, no person or entity is or will be entitled to bring any action to enforce any provision of this Assignment against Assignee.

6. Amendment. No amendment, supplement, modification, waiver or termination of this Assignment or any provision hereof shall be binding unless executed in writing by the party to be bound thereby.

7. Governing Law. This Assignment shall be governed, construed, and enforced in accordance with the laws of the State the real property referenced in the Ground Lease is located in, but without regard to the choice of laws provisions thereof.

8. Conflicts. This Assignment is executed and delivered pursuant to the Purchase Agreement. This Assignment may not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement, and in the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement will control.

9. Counterparts. This Assignment may be executed in counterparts, each of which as so executed shall be deemed to be an original, but all of which together shall constitute one Assignment.

[SIGNATURE PAGES FOLLOW]

SIGNATURE PAGE TO ASSIGNMENT AND
ASSUMPTION OF GROUND LEASE

Assignor and Assignee have caused this Assignment to be executed and delivered effective as of the Closing Date.

ASSIGNOR:

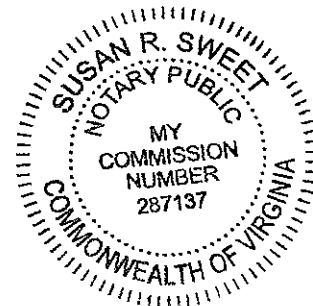
VIRGINIA PCS ALLIANCE, L.C.,
a Virginia limited liability company

By: Brian J. O'Neil
Name: Brian J. O'Neil
Title: Executive Vice President, General Counsel
and Secretary

STATE OF VIRGINIA
CITY OF WAYNESBORO

The foregoing instrument was acknowledged before me this 2nd day of February, 2015, by Brian J. O'Neil, who is the Executive Vice President, General Counsel and Secretary of VIRGINIA PCS ALLIANCE, L.C., a Virginia limited liability company.

Susan Sweet
Notary Public
Print Name: Susan Sweet
My Commission Expires: May 31, 2016
Registration Number: 287137




SIGNATURE PAGE TO ASSIGNMENT AND
ASSUMPTION OF GROUND LEASE

ASSIGNEE:

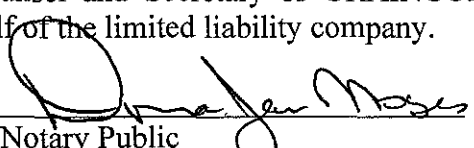
GRAINCOMM I, LLC,
a Delaware limited liability company

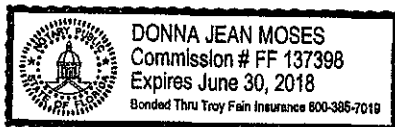
By:


Name: John Cacomanolis
Title: General Counsel and Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of February, 2015, by John Cacomanolis, who is General Counsel and Secretary of GRAINCOMM I, LLC, a Delaware limited liability company, on behalf of the limited liability company.


Notary Public
Print Name: Donna Jean Moses
My Commission Expires: June 30, 2018
Commission Number: FF 137398



ATTACHMENT A

Lease Agreement dated, May 12, 2008, by and between, Meadwestvaco Corporation, lessor, and Virginia PCS Alliance, L.C. dba NTELOS, lessee; First Amendment To Lease Agreement RN872 Covington DT, dated, September 26, 2008, by and between, Meadwestvaco Corporation, lessor, and Virginia PCS Alliance, L.C. dba NTELOS, lessee; Memorandum Of Lease Agreement, dated, September 26, 2008, by and between, Meadwestvaco Corporation, lessor, and Virginia PCS Alliance, L.C. dba NTELOS, lessee, recorded on 03/17/2009 at Instrument No. 090000512 at Page 0049; all recordings in the office of the Circuit Court of Alleghany County, Virginia.

EXHIBIT "A"
Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

ALL that certain tract or parcel of land lying and being in the County of Alleghany and State of Virginia, about a mile north of the Town of Covington, on the west side of Jackson River and on the east side of the Main line of the C & O Railway, containing 150.6 acres, be the same more or less, which is bounded and described as follows:

Beginning at a concrete monument on the east side of the C & O Railway in the line of Railway's right of way; thence with a line of Stoddard's map dated June 1913 N. 48 degrees 61/2' E. 1808.2 feet, (crossing a concrete monument at 757.5 feet) to a corner on the bank of the river, thence N. 50 degrees 59 1/2' W. 1165.2 feet along the bank of the river to a stake witnessed by two small pines and by a double chestnut oak on a bare shale cliff opposite the new Evan-Water Building of the West Virginia Pulp & Paper Company; thence N 21 degrees 47 1/4' W. 797.3 feet to a stake on the north side of an old white oak near the top of the slope to the river, S. 84 degrees 48' W. 879.9 feet to a stake witnessed by a chestnut oak, thence S. 89 degrees 22' W. 735.3 feet to stake witnessed by a chestnut oak on a steep hill side, thence N. 57 degrees 32 1/2' W 949.5 feet up a hill obliquely and down the same crossing a hollow to a stake witnessed by a small white oak; thence N. 25 degrees 27' E 530.4 feet crossing a ridge and a hollow to a stake witnessed by a chestnut oak, thence N. 45 degrees 33' W. 1403.4 feet along the side of a ridge crossing a hollow to a stake witnessed by a chestnut oak on the tip of a high hill over the road in the old channel of Dunlaps Creeks, thence S. 56 degrees 31' W. 1614.6 feet to a stake in the right of way of the C & O Railway, thence with the same east line of said right of way toward Covington about 5376 feet to the beginning. This land is bounded on the north by the land of Porter A. Clark and the land of A. A. McAllister & Son's Company, on the west by the right of way of the C & O Railway and on the south and east by the land of West Virginia Pulp & Paper Company.

AND BEING all of the same property conveyed unto West Virginia Pulp & Paper Company by deed from McAllister & Son's Company, dated September 10, 1920 and recorded in the Circuit Court Clerk's Office of Alleghany County, Virginia in Deed Book 52, Page 170.

Tax Parcel No. 03900-00-000-0060

VIRGINIA: In the Alleghany County Circuit Court clerk's office.
This instrument is admitted to record at 1:41pm on
March 26, 2015. Taxes Paid: Section. 58.1-802 \$
and State Tax: \$ 75.00.

TESTE: DEBRA N. BYER, CLERK
by R. Bay Cales, D.C.

Consideration: Value:



OFFICIAL RECEIPT
ALLEGHANY COUNTY CIRCUIT COURT
DEED RECEIPT

DATE: 03/26/15 TIME: 13:41:27 ACCOUNT: 005CLR150000457 RECEIPT: 15000001762
CASHIER: RSC REG: AQ36 TYPE: AGLT PAYMENT: FULL PAYMENT
INSTRUMENT : 150000457 BOOK: PAGE: RECORDED: 03/26/15 AT 13:41
GRANTOR: VIRGINIA PCS ALLIANCE LC EX: N LOC: CO
GRANTEE: GRAINCOMM I, LLC EX: N PCT: 100%

AND ADDRESS : , .

RECEIVED OF : FIDLITY NATIONAL TITLE INSURAN DATE OF DEED: 02/17/15

CHECK: \$121.00

DESCRIPTION 1: ASSIGNMENT AND ASSUMPTION OF GROUND LEASE PAGES: 7 OP: 0
2: NAMES: 0

CONSIDERATION: .00 A/VAL: .00 MAP:
PIN:

301 DEEDS	14.50	145	VSLF	1.50
039 DEEDS AND CONTRACTS	75.00	213	COUNTY GRANTEE TAX	25.00
106 TECHNOLOGY TRST FND	5.00			

TENDERED : 121.00
AMOUNT PAID: 121.00
CHANGE AMT : .00

CLERK OF COURT: DEBRA N. BYER

PAYOR'S COPY
RECEIPT COPY 1 OF 2