

ASSIGNMENT AND ASSUMPTION AGREEMENT
BETWEEN
VERTEX TOWERS, LLC AND VARSITY WIRELESS INVESTORS, LLC

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "Assignment and Assumption Agreement") is effective as of the 19th day of December, 2013 (hereinafter "Effective Date") by and between **VERTEX TOWERS, LLC**, a Massachusetts limited liability company with a principal address of 4 Maple Road, Norfolk, MA 02056 (hereinafter "Assignor") and **VARSITY WIRELESS INVESTORS, LLC**, a Delaware limited liability company with a principal address of 346 Congress Street, Unit 703, Boston, MA 02210 (hereinafter "Assignee").

WHEREAS, Assignor has entered into certain Lease Agreement (Land) with various landowners as of and as set forth on Exhibit A for a portion of those properties set forth on said on Exhibit A (hereinafter "Leased Premises").

WHEREAS, Assignor desires to transfer and assign to Assignee and Assignee desires to accept the transfer and assignment thereof from the Assignor, all of Assignor's rights, title and interest in, to and under said Leases Agreement (Land) as set forth on Exhibit A and to all easements and other rights associated with said Leases Agreement (Land) and the Leased Premises (collectively, the "Leases").

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

1. **Assignment** Assignor hereby represents and warrants unto Assignee that Assignor is the lessee under the Leases and has the right to assign, and is hereby assigning, all of Assignor's right, title and interest under said Leases to Assignee; that Assignor has delivered all notices and obtained all consents to assign that are necessary under said Leases except as set forth on Exhibit A; that Assignor has not executed or granted any modifications to, or extensions of, the Leases; that the Leases are valid and subsisting and in full force and effect; and that, to the best of Assignor's knowledge, there are no defaults now existing and no event has occurred and no condition exists which with the passage of time or the giving of notice, or both, would constitute a default. As of the Effective Date of this Assignment and Assumption Agreement, the Assignor hereby transfers and assigns to Assignee all of its right, title and interest in, to and under the Leases and to hold the same unto Assignee and its successors and assigns from and after the date hereof subject to the covenants, conditions and provisions therein provided. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, tax, demand, defense, judgment, suit, proceeding, disbursement or expenses of any nature whatsoever (collectively, "Losses and Liabilities") arising out of or in any way related to the Leases after the Effective Date with respect to any fact or circumstance occurring or existing prior to the Effective Date.

2. Acceptance of Assignment. As of the Effective Date of this Assignment and Assumption Agreement, Assignee hereby accepts the transfer and assignment of the Leases, and Assignee hereby assumes and agrees to pay, perform and discharge all obligations and liabilities of Assignor under the Leases which accrue and are to be performed after the Effective Date of this Assignment. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Leases on and after the Effective Date of this Assignment and Assumption Agreement or which arise out of or are in any way related to the Leases after the Effective Date other than on account of any fact or circumstance occurring or existing prior to the Effective Date. Except as expressly provided herein and in the Leases, Assignee shall not assume or be bound by any obligations or liabilities of the Assignor or any affiliate of the Assignor of any kind or nature, known, unknown, accrued, absolute, contingent or otherwise, whether now existing or hereafter arising, whatsoever.

3. Consent to Assignment. To the extent that any of the Leases require notice to any landlord or any other third party under the Leases and said notice(s) have not been sent as of the Effective Date of this Assignment and Assumption Agreement by Assignor and Assignee, Assignor will send out said notice(s) within five (5) business days of the Effective Date. To the extent that any of the Leases require the consent of any landlord or any other third party under the Leases and said consent(s) have not been received and delivered to Assignee as of the Effective Date of this Assignment and Assumption Agreement, Assignor will send out said a request for consent to said landlord or third party within five (5) business days of the Effective Date and will diligently work to obtain said consent(s) as soon as possible.

4. Binding Effect/Governing Law. This Assignment and Assumption Agreement will be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns. The assignment and assumption of the Leases shall not enlarge any rights of third parties under contracts or arrangements with Assignee, Assignor or any of their respective affiliates. This Assignment and Assumption Agreement shall be governed by and construed and enforced exclusively in accordance with the laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. This Assignment and Assumption Agreement may be executed in one or more original or facsimile counterparts, and all counterparts so executed shall constitute one agreement, binding upon the parties hereto, notwithstanding that the parties are not signatory to the same counterpart.

(signatures on next page)

IN WITNESS WHEREOF, the undersigned have each caused this Assignment and Assumption Agreement to be duly executed as of the date set forth above by their duly authorized representatives.

ASSIGNOR:

VERTEX TOWERS, LLC

By: [Signature]
Name: Stephen Kelleher
Title: President

ASSIGNEE :

VARSITY WIRELESS INVESTORS, LLC.

By: [Signature]
Name: Christopher Davis
Title: President

Commonwealth of Massachusetts

Norfolk, ss

May 23, 2014

Then personally appeared the above named Stephen Kelleher, President of Vertex Towers, LLC, proved to me through satisfactory evidence of identification, which was I came, to be the person who signed the preceding or attached document in my presence on behalf of said limited liability company, and acknowledged the foregoing instrument to be the free act and deed of the limited liability company.

Before me [Signature]
My Commission Expires: 10/19/20
Francis D. Parisi
Notary Public
My Commission Expires 10/19/20

Commonwealth of Massachusetts

Suffolk, ss

MAY 22, 2014

Then personally appeared the above named Christopher Davis, President of Varsity Wireless Investors, LLC, proved to me through satisfactory evidence of identification, which was I came, to be the person who signed the preceding or attached document in my presence on behalf of said limited liability company and acknowledged the foregoing instrument to be the free act and deed of the limited liability company.

Before me [Signature]
My Commission Expires: 10/19/20
Francis D. Parisi
Notary Public
My Commission Expires 10/19/20

EXHIBIT A

VERTEX ID	VARSITY ID	DATE OF LEASE	LANDLORD	ADDRESS	DEED REFERENCE
Wellfleet	VW-MA-0057	9/30/13	Donald I. Horton and Wendy C. Horton, Trustees of the Wendon Realty Trust u/d/t May 20, 1998	724 Route 6 Wellfleet, MA 02667	Barnstable Book 11440 Page 272
Wrentham	VW-MA-0014	6/23/13	Thomas H. Morse, Jr., John A. Morse and Peter W. Morse, as Trustees of the Big Apple Two Realty	0 Arnold Street Wrentham, MA 02093	Norfolk Book 5964 Page 483
Franklin	WW-MA0026	6/28/13	William C. Roode and Jeanne M. Roode	Assessors Map 349 Lot 006 Wrentham, MA	Norfolk Book 5501 Page 521
Haverhill	VZ-MA-0051	7/24/13	Kimball Holdings, LLC	Assessors Map 460 Lots 2-11 and 2-12 Haverhill, MA	Essex Southern Book 28986 Page 89
Taunton	VW-MA-0054	3/15/13	George B. Hudson	Assessors Map 44 Lots 5 and 71 Taunton, MA	Bristol Northern Book 10269 Page 53
Bridgewater	VW-MA-0055	11/15/13	Donna J. DenBesten, Trustee of the DenBesten Farm Realty Trust	Assessors Map 60 Lots 6, 7 and 29 Bridgewater, MA	Plymouth Book 34064 Page 128
N. Attleborough	VW-MA-0052	8/28/13	Richard J. Aubin, Trustee of the RJA Realty Trust u/d/t dated March 6, 1997	491 Hickory Road North Attleborough, MA	Bristol Northern Book 7089 Page 349 and 350
Raynham	VW-MA-0056	11/13/13	Terry L. DenBesten and Donna J. DenBesten	399 Locust Street Raynham, MA	Bristol Northern Book 8482 Page 42
Plymouth	VW-MA-0053	8/14/13	Richard N. Noonan, Jr., Trustee of Woodside Realty Trust u/d/t dated 6/26/72	834 Bourne Rd Plymouth, MA	Plymouth Book 3839 Page 119