

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT ("Assignment") is made and entered into as of this _____ day of _____, 2012 ("Transfer Date"), by Sedgwick County Kansas ("Assignor"), to Pixius Communications, LLC, a Kansas limited liability company ("Assignee").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement ("Purchase Agreement") dated as of _____, 2012 by and between Assignor and Assignee, Assignor is selling and/or assigning to Assignee all of Assignor's interest in those certain one (1) parcels of real property (the "Property") and improvements thereon, including but not limited to one (1) communications towers or monopoles (collectively, the "Tower"), which Property is more particularly described on Exhibit "A" attached hereto. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Assignor desires to convey and assign all of its right, title and interest in and to the Personal Property and the Tenant Leases to Assignee as of Transfer Date.

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. SALE OF PERSONAL PROPERTY. Assignor hereby conveys, sells, transfers and delivers to Assignee, and its successors and assigns, all Tangible Personal Property and Intangible Personal Property owned by Seller and used in connection with the Property, including but not limited to the Tower and equipment buildings/shelters and any appurtenances to or improvements located on the Property to the extent deemed personalty (collectively, "Personal Property"), except those items of personal property listed on Exhibit "B" attached hereto which are expressly excluded from the Personal Property. Assignor hereby warrants to Assignee, and its successors and assigns, that (a) Assignor is the lawful owner of the Personal Property, (b) the Personal Property is free from all encumbrances and (c) Assignor has good right to sell Personal Property.
2. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers to Assignee, and its successors and assigns, all of Assignor's right, title, claim and interest in, to and under (a) the Tenant Leases with respect to the Property (including those identified on the Rent Roll attached hereto as Exhibit "C"); (b) all security deposits under such Tenant Leases (the "Security Deposits") (including those identified on the Rent Roll attached hereto as Exhibit "C"); (c) all rights to any unpaid rents or other payments due under such Tenant Leases on and after the Transfer Date; and (d) all guarantees and other assurances with respect to such Tenant Leases (collectively, "Assigned Lease Interests"). To the extent permitted by law, Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suite, proceeding, disbursement or expense, including reasonable attorneys' fees or costs

(including those related to appeals) of any nature whatsoever (collectively, “Losses and Liabilities”), arising out of or in any way related to the Assigned Lease Interests prior to the Transfer Date or which arise after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, hereby accepts the foregoing assignment and assumes all of the Assignor’s obligations under the Assigned Lease Interests which arise or relate to the period after the Transfer Date, provided, however, Assignee only assumes the obligations with respect to the Security Deposits to the extent Assignee has received such Security Deposits from Assignor. 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 Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.
4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of the Purchase Agreement occurred or shall occur in Sedgwick County, Kansas. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record of the State of Kansas in Sedgwick County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected as may be provided under applicable laws, rules of procedure or local rules.
5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys’ fees and costs. Such payment shall be made within thirty (30) days following the date of any final settlement among the parties or the final, unappealable judgment. A party is deemed to have prevailed if it obtains a judgment or settlement in its favor that substantially provides for the relief contemplated either in its complaint, notice of breach, or responsive pleading.
6. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, the Assignor, Assignee and their respective successors and assigns.
7. GOVERNING LAW. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the State of Kansas without regard to principles of conflicts of laws.
8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed and original, but all of which together will constitute one and the same instrument.

9. PURCHASE AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving the Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

ASSIGNOR:

Sedgwick County Kansas

By: _____

Name: Tim R. Norton, Chairman,
Second District
Board of County Commissioners of Sedgwick
County, Kansas

ASSIGNEE:

Pixius Communications, LLC
A Kansas limited liability company

By: _____

Jay S Maxwell
Managing Member

Approved As To Form


EXHIBIT "A"

Legal Description of the Property

A portion of Lot 1, Block A, Coliseum Park II, Sedgwick County, Kansas described as follows:
Commencing at the Northeast corner of Lot 1, Block A; thence on an assumed bearing of S 89°14'30" W along the North line of said Lot 1, also being the North line of the South half of the Southeast Quarter of Section 33, Township 25 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, a distance of 1491.50 feet to the Point of Beginning; thence S 0°35'34" E, along the West line of Assignment of Lease recorded on Film 1738, Page 21, a distance of 297.29 feet; thence S 57°22'16" W, a distance of 442.35 feet; thence S 89°13'53" W, a distance of 118.01 feet; thence N 0°35'34" W, a distance of 530.87 feet, more or less, to a point on the North line of said Lot 1; thence N 89°14'30" E along the North line of said Lot 1, a distance of 493.00 feet to the Point of Beginning, said tract contains 5.00 acres, more or less.

EXHIBIT "B"

EQUIPMENT

TOWER ID FCC NUMBER 1041799 / 77TH Street Tower aka Greyhound Park Tower

	1	2	3	4
ANTENNA QUANTITY	1	1	1	1
MANUFACTURER	Andrew	Andrew	Andrew	Andrew
TYPES OF ANTENNAS	360 HBW, Vertical Polization	360 HBW, Vertical Polization	360 HBW, Vertical Polization	360 HBW, Vertical Polization
MODEL #	DB810	DB810	DB810	DB810
ANTENNA WEIGHT (Per Antenna)	16.3kg	16.3kg	16.3kg	16.3kg
ANTENNA DIMENSIONS (HxWxD)	174"x4"	174"x4"	174"x4"	174"x4"
ANTENNA MOUNT HEIGHT (ft)	450'	450'	430'	430'
DIRECTION of RADIATION	Omni	Omni	Omni	Omni
TX FREQUENCY	806-869	806-869	806-869	806-869
RX FREQUENCY		806-869		806-869
ANTENNA GAIN	12.1dBi	12.1dBi	12.1dBi	12.1dBi
TX OUTPUT POWER	100W	100W	100W	100W
ERIP	71W	71W	71W	71W
# of LINES PER ANTENNA	1	1	1	1
LINE TYPE	Spiraflex	Spiraflex	Spiraflex	Spiraflex
LINE DIAMETER	2.5"	2.5"	2.5"	2.5"
GROUND SPACE REQUIREMENTS:	50'x50'			

Notes: None

EXHIBIT "C"

Tenant Rent Roll

Site: 77th St
1200 E 77th St N; Valley Center, KS

Tenant Name	Annual Rent
Verizon	\$22,801.92
ATT	\$20,700.00
Pixius	\$ 7,107.00