

This instrument prepared by
and after recording return to:
Legal Department Attn:
Global Signal Acquisitions IV LLC.
301 North Cattlemen Rd. Suite 300
Sarasota, Florida 34232

Site: 3025630 Alley (BUN 880617)

10011033
02/22/2007 03:42 PM \$27.00
Book - 9425 Pg - 6050-6057
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SECURITY TITLE INS AGENCY
376 E 400 S STE 304
SLC UT 84111
BY: LUG, DEPUTY - WI 8 P.

COURTESY RECORDING
This document is being recorded
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accommodation only to the
parties named therein. Security
Title Insurance Agency of Utah,
Inc. hereby expressly disclaims
any responsibility or liability for
the accuracy thereof.

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AGREEMENT (this "Assignment") is made this 15 day of February, 2007, by and between **Lake Limited**, a Utah Limited Partnership ("Assignor") whose address is 7530 Brighton Point Drive, Salt Lake City, Utah 84121, and **Global Signal Acquisitions IV LLC**, a Delaware limited liability company ("Assignee") whose address is 301 N. Cattlemen Road, Suite 300, Sarasota, FL 34232.

WHEREAS, Assignor is the current lessor under that certain lease dated January 29, 1999, originally by and between Lake Limited, a Utah limited partnership, Michael S. Lake and D. Scott Lake, General Partners and Sprint Spectrum, L.P., a Delaware limited partnership, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein (hereafter the "Ground Lease"); and

WHEREAS, Assignor has agreed to convey, transfer and assign to Assignee all of its right, title and interest in and to that certain Ground Lease (the "Assigned Lease") and Assignee has agreed to accept an assignment thereof; and

WHEREAS, the Assigned Lease pertains to certain real property more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Subject Property"); and

OPERATIVE PROVISIONS

NOW, THEREFORE, for and in consideration of the sum of \$10.00, the mutual covenants and conditions contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Background Recitals hereinabove are true and correct and are incorporated herein by this reference.

2. The Assignor hereby assigns to Assignee all of its right, title and interest in and to the Assigned Lease, together with any amendments to the Assigned Lease, and Assignee hereby assumes and agrees to perform all of the Assignor's obligations under the Assigned Lease upon the terms and conditions set forth in the Assigned Lease.

3. Except as expressly set forth herein, the terms of the Assigned Lease shall remain in full force and effect, unaltered by this Assignment.

4. Assignor hereby covenants and agrees that the Assigned Lease is in full force and effect, has not otherwise been modified or extended, and that as of the date hereof, Assignor is not aware of any defaults under the Assigned Lease. Assignor further covenants that it has full right and authority to execute and deliver this instrument. Assignor covenants that it is the lawful owner of the landlord's interest in the Assigned Lease and that no other party has any interest in or claim against the Landlord's interest in the Assigned Lease, that Assignor has full right and authority to execute and deliver this instrument, and to assign the Assigned Lease to Assignee.

5. Assignee hereby agrees to completely indemnify and hold harmless Assignor from and against any and all liability, claims, demands, breaches, suits or any other cause of action (collectively, the "Claims") relating to, arising out of, or otherwise in connection with the Assigned Lease, which Claims relate to the occurrence or non-occurrence of any event which post date the date of this Assignment.

6. Assignor hereby covenants, agrees and represents that all consents, approvals and authorizations necessary to consummate the transaction contemplated hereby have been procured.

7. Assignor hereby covenants and agrees that any and all rent, fees or other payments under the Assigned Lease is now fully paid and current.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

*Remainder of page intentionally left blank.
Signature pages to follow.*

Witnesses:

Kathleen Bennion
Print Name: Kathleen Bennion

Traci Reynolds
Print Name: Traci Reynolds

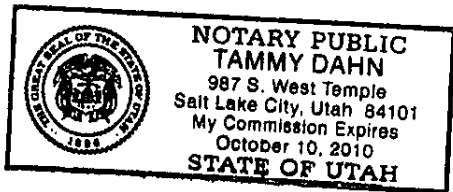
ASSIGNOR:
Lake Limited,
a Utah Limited Partnership

By: D. Scott Lake
Name: D. Scott Lake
Its: General Partner

STATE OF UTAH
COUNTY OF Salt Lake

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of February, 2007, within in my jurisdiction, the within named D. Scott Lake, who acknowledged that he is a General Partner of Lake Limited, a Utah Limited Partnership, and that for and on behalf of the said partnership, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do. He personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



Tammy Dahn
Name: Tammy Dahn
Notary - State of Utah
My Commission Expires: 10/10/2010

Witnesses:

Becky L. Brodtkorb
Print Name: Becky L. Brodtkorb

Joseph P. Knisek
Print Name: JOSEPH P. KNISEK

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 14th day of February, 2007, within my jurisdiction, the within named Mike Hennigan, who acknowledged that he is E.V.P. operations of Global Signal Acquisitions IV LLC, a Delaware limited liability company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do. He is personally known to me or has produced _____ (type of identification) as identification.

NOTARIAL SEAL



Mary Lou DiMaggio
MY COMMISSION # DD236359 EXPIRES
July 30, 2007

ASSIGNEE:
Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: Mike Hennigan
Name: MIKE HENNIGAN
As its: E.V.P., Operations

FEB 14 2007

Mary Lou DiMaggio
Name: Mary Lou DiMaggio
Notary - State of Florida
My Commission Expires: 7-30-07

EXHIBIT "A"

Lease Description

Assignor is the current lessor under that certain PCS Site Agreement dated January 29, 1999, originally by and between Lake Limited, a Utah limited partnership, Michael S. Lake and D. Scott Lake, General Partners, and Sprint Spectrum, L.P., a Delaware limited partnership; as evidenced by that Memorandum of PCS Site Agreement dated 1/29/1999 between Lake Limited, a Utah limited partnership, Michael S. Lake and D. Scott Lake, General Partners, as Lessor and Sprint Spectrum L.P., a Delaware limited partnership, as Lessee, recorded February 19, 1999 in Deed Book 8251, Page 0326; as affected by that Agreement Regarding Ground Lease dated May 8, 2005, by and between Lake Limited, a Utah limited partnership, and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, successor by assignment to Sprint Spectrum, L.P.; as affected by that Site Designation Supplement to Master Lease and Sublease Agreement dated 5/26/2005 between STC Five LLC, a Delaware limited liability company, as Lessor, Global Signal Acquisitions II LLC, a Delaware limited liability company, as Lessee, and Sprint Spectrum L.P., a Delaware limited partnership, as Sprint Collocator, recorded 6/14/2005 in Deed Book 9144, Page 5650; as affected by that Affidavit of Facts Relating to Title by and between SprintCom, Inc., a Kansas corporation and STC Five LLC, a Delaware limited liability company; Said rights were subleased by STC to Global Signal Acquisitions II LLC, a Delaware limited liability company recorded 10/24/2005 in Deed Book 9206, Page 9175.

EXHIBIT "B"
Subject Property

Parent Parcel:

Parcel 1:

Commencing 200 feet East of the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, and running thence East 193 feet; thence South 254.1 feet; thence West 193 feet; thence North 254.1 feet to the place of commencement.

Parcel 2:

Commencing at the Northwest corner of Lot 10, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake City, Salt Lake County, Utah, thence East along the North line of said Lot 10, 154 feet to the Northeast corner of a tract of land conveyed to John Q. Woodruff from the Grantor by Deed dated November 5, 1959, and being the true point of beginning; thence South along the East line of said Woodruff Tract 94.1 feet; thence leaving said Woodruff Tract East 18 feet, more or less, along the Grantor's property line; thence South along the Grantor's property line 160 feet to the North line of said Fayette Avenue; thence East along the North line of said Fayette Avenue 28 feet to the Easterly property line of the Grantor; thence North along said Easterly property line of the Grantor 254.1 feet to the North line of said Lot 10; thence West along the North line of said Lot 10, 12.5 feet; thence West 33.5 feet, more or less, to the point of commencement.

AND BEING the same property conveyed to Lake Limited, a Utah Limited Partnership from Michael S. Lake and D. Scott Lake by Warranty Deed dated June 15, 1995 and recorded June 15, 1995 in Deed Book 7169, Page 613.

Tax ID# 15122800430000
15122800160000

Tower Area / Lease Area:

A 600 square foot area surrounding a tower and equipment built pursuant to the Ground Lease lying entirely within the parent parcel described above and being more particularly described as follows:

BEING A PORTION OF PARCEL 2, LOT 10, BLOCK 22, 5-ACRE PLAT "A" ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, 1.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°48'33" EAST, 20.00 FEET; THENCE SOUTH 00°12'30" WEST, 30.00 FEET; THENCE NORTH 89°48'33" WEST, 20.00 FEET; THENCE NORTH 00°12'30" EAST, 30.00 FEET TO THE POINT OF BEGINNING.

THE TOWER SITE CONTAINS 600 SQUARE FEET MORE OR LESS.

EXHIBIT "B"
(continued)

Access and Utility Area:

12' WIDE ACCESS AND UTILITY EASEMENT:

BEING A PORTION OF PARCEL 2, LOT 10, BLOCK 22, 5-ACRE PLAT "A" ON FILE IN THE SALT LAKE CITY SURVEYOR'S OFFICE, SALT LAKE CITY, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT, 6 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2; THENCE SOUTH 89°48'33" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL 2, 1.00 FEET; THENCE DEPARTING SAID NORTHERLY LINE SOUTH 00°12'30" WEST, 1.00 FEET; THENCE SOUTH 89°48'33" EAST, 20.00 FEET; THENCE SOUTH 00°12'30" WEST, 30.00 FEET; THENCE NORTH 89°48'33" WEST, 6.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°12'30" WEST, 20.00 FEET; THENCE SOUTH 150°00'00" EAST, 34.31 FEET; THENCE SOUTH 00°12'30" WEST, 170.20 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF FAYETTE AVENUE.

THIS PARCEL CONTAINS 0.06 ACRES OR 2694 SQUARE FEET MORE OR LESS.

THE LINES ARE TO BE PROLONGED OR SHORTEN AS TO MATCH THE EXISTING RIGHT-OF-WAY ON THE SOUTH AND THE TOWER SITE ON THE NORTH.

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This instrument was prepared by:
Legal Department
Global Signal Acquisitions IV LLC
301 N. Cattlemen Road #300
Sarasota FL 34232

3025630 Alley (BUN 880617)

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BK 9425 PG 6057