

become parties thereto. All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement;

WHEREAS, Sprint Spectrum Realty is either the tenant or a successor in interest to the tenant, as the case may be, under that certain Ground Lease (as defined on Exhibit "A");

WHEREAS, each of Sprint Spectrum Realty, Sprint Spectrum, and Sprint Spectrum Equipment owns or may own one or more items of the Assigned Property (as hereinafter defined);

WHEREAS, Sprint Spectrum Realty, Sprint Spectrum, Sprint Spectrum Equipment and Tower Entity are Affiliated entities;

WHEREAS, the parties desire to assign the Ground Lease and the Assigned Property (as defined herein) as set forth more particularly herein;

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, the parties hereby agree as follows:

**I.
Assignments**

A. Assignment to Sprint Spectrum

1. Assignment. Sprint Spectrum Realty does hereby convey, assign, transfer and distribute to Sprint Spectrum all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Sprint Spectrum Realty hereby grants, bargains, conveys, transfers and distributes to Sprint Spectrum all of Sprint Spectrum Realty's right, title and interest, if any (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the land demised under the Ground Lease (the "Real Property"), (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets (the property set forth in clauses (i) through (iv), collectively, but excluding any and all Excluded Assets, the "Assigned Property").

3. Acceptance of Assignment. Sprint Spectrum hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

B. Assignment to Sprint Spectrum Equipment

1. Assignment. Immediately following the assignments, transfers and conveyances described in Section I(A), Sprint Spectrum does hereby convey, assign, transfer and contribute to

Sprint Spectrum Equipment all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Immediately following the assignments, transfers and conveyances described in Section I(A), Sprint Spectrum hereby grants, bargains, conveys, transfers and contributes to Sprint Spectrum Equipment all of Sprint Spectrum's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

3. Acceptance of Assignment. Sprint Spectrum Equipment hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

C. Assignment to Tower Entity

1. Assignment. Immediately following the assignments, transfers and conveyances described in Section I(B), Sprint Spectrum Equipment does hereby convey, assign, transfer and contribute to Tower Entity all of its right, title, claim and interest in, to and under the Ground Lease together with the leasehold, license or other interest created thereunder.

2. Appurtenant Property, Easements, and Improvements. Immediately following the assignments, transfers and conveyances described in Section I(B), Sprint Spectrum Equipment hereby grants, bargains, conveys, transfers and contributes to Tower Entity all of Sprint Spectrum Equipment's right, title and interest (subject to Permitted Liens) in and to the Assigned Property.

3. Acceptance of Assignment. Tower Entity hereby accepts the foregoing assignment of the Ground Lease and conveyance of Assigned Property and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

II. Miscellaneous

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.

2. Binding Effect. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

3. Governing Law. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

4. Counterparts. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. Purchase Agreement. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignors or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

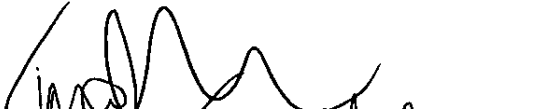
6. Amendment. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by the parties hereto on the Transfer Date.


EXECUTION COPY

Witnesses:

Sprint Spectrum Realty Company, L.P.
a Delaware limited partnership

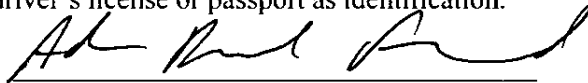

Print Name: Jayne Mendira


Print Name: John F. Buchert

By: 
Print Name: John F. Buchert
Title: Assistant Secretary

State of New York
County of New York

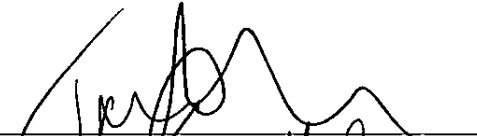
The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.




Notary Public
Print Name: ADAM DANIEL FRIEDLAND
My Commission Expires: Notary Public, State of New York
No. 01FR8179820
Qualified in New York County
Commission Expires December 31, 2011

Witnesses:

Sprint Spectrum L.P.
a Delaware limited partnership

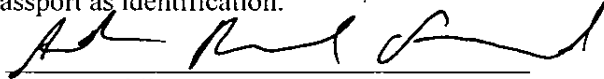

Print Name: James Maden

By: 
Name: John F. Buchert
Title: Assistant Secretary


Print Name: Tom Gerlach

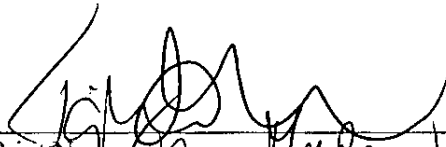
State of New York
County of New York

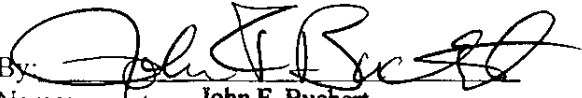
The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Sprint Spectrum L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.


Notary Public
Print Name: ADAM DANIEL FRIEDLAND
My Commission Expires: Qualified in New York County
Commission Expires December 31, 2011

Witnesses:

Sprint Spectrum Equipment Company, L.P.
a Delaware limited partnership

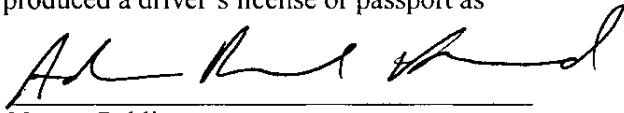

Print Name: James H. [unclear]

By: 
Name: John F. Buchert
Title: Assistant Secretary


Print Name: JOHN SCOTT

State of New York
County of New York

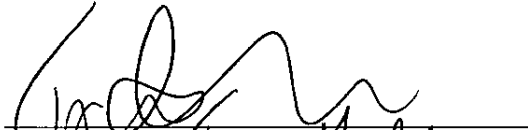
The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Sprint Spectrum Equipment Company L.P., a Delaware limited partnership, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.





Notary Public
Print Name: ADAM DANIEL FRIEDLAND
My Commission Expires: Notary Public, State of New York
No. 01FR6170820
Qualified in New York County
Commission Expires December 31, 2011

Witnesses:

TOWER ENTITY 2 LLC,
a Delaware limited liability company

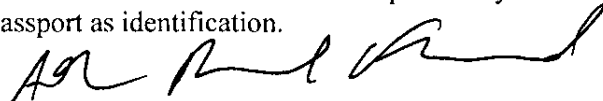

Print Name: George Madson


Print Name: [Handwritten Name]

By: 
Print Name: John F. Buchert
Title: Assistant Secretary

State of New York
County of New York

The foregoing instrument was acknowledged before me this 19 day of September, 2008, by John F. Buchert an Assistant Secretary of Tower Entity 2 LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a driver's license or passport as identification.



Notary Public

Print Name: _____

My Commission Expires: _____

ADAM DANIEL FRIEDLAND
Notary Public, State of New York
No. 01FR0170020
Qualified in New York County
Commission Expires December 31, 2011

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated October 10, 2000 by and between JANIK INVESTMENT COMPANY, as lessor, and Sprint Spectrum Realty Company, L.P., successor in interest to Sprint Spectrum L.P., as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Salt Lake, State of UT, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book 9054, Page 5554 or as Official Document/Instrument Number _____, in the Register's office of Salt Lake County, State of UT.

Exhibit B
Real Property

WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor assigned and Assignee accepted and acquired that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Source Document") affecting the property and/or the premises more particularly described on Exhibit A-I attached hereto and incorporated herein by this reference (the "Property"), an interest in a portion of which was conveyed to Assignor pursuant to the Source Document (the "Premises");

WHEREAS, the Source Document, if recorded, is more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, by virtue of the Assignment and Assumption Agreement, Assignee has succeeded to all the rights and obligations (accruing from and after the date hereof) of the Assignor under the Source Document and the terms, covenants and provisions of the Source Document extend to and are binding upon the respective successors and assigns of Assignor and Assignee;

WHEREAS, to the extent a consent or other approval of the lessor, landlord, licensor or grantor under the Source Document was required by the Source Document, Assignor has obtained such consent or approval; and

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower located on the Premises and/or ground space next to said tower to the lessee(s), tenant(s) or licensee(s) described in that (those) certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

NOW THEREFORE, Assignor and Assignee, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby acknowledge as follows:

SLC240

UT2015 Classic Trends-SLC240

Exhibit B
Real Property

1. Pursuant to the Assignment and Assumption Agreement, Assignor unconditionally granted, sold, conveyed, assigned, transferred, set over and delivered the Source Document and the Tower Lease(s) unto Assignee, to have and to hold forever, subject to the terms of the Source Document.

2. Assignee accepted such assignment and agreed to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee, tenant, easement holder, or otherwise under the Source Document, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Tower Lease(s).

3. Assignor hereby acknowledges that the telecommunications tower structure and related facilities and equipment located on the Premises demised under the Source Document (except for the Excluded Assets, which includes Assignor's Equipment) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and Assumption Agreement.

4. This Assignment Memorandum is intended to give record notice of the Assignment and Assumption Agreement and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

5. Copies of the Assignment and Assumption Agreement and the Source Document are on file in the offices of Assignor and Assignee.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Assignment as of the day and year first written above.

[remainder of page intentionally left blank; signature pages

for both Assignor and Assignee follow]

SLC240

UT2015 Classic Trends-SLC240

Exhibit B
Real Property

ASSIGNOR:

QWEST WIRELESS LLC, a Delaware limited liability company

By: *Ken Frensley*

Name: Ken Frensley

Title: Director, Wireless Network

Hans S. ...

Witness

ACKNOWLEDGMENT

STATE OF Arizona)

COUNTY OF Maricopa)

On the 18th day of June in the year 2004, before me, the undersigned, personally appeared Ken Frensley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

[Signature]

Notary Public

My commission expires: March 31, 2008



OCTAVIO LAMAS
Notary Public - Arizona
Maricopa County
Expires 03/31/08

(Notarial Stamp/Seal)

SLC240

UT2015 Classic Trends-SLC240

CO. RECORDER
-COPY-

Exhibit B
Real Property

ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: Shannon Nichols

Name: Shannon Nichols

Title: Site Delivery Manager

Mit Zane
Witness

ACKNOWLEDGMENT

STATE OF Illinois

COUNTY OF Cook

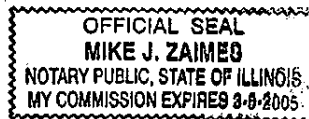
On the 28th day of June in the year 2004, before me, the undersigned, personally appeared Shannon Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Mit Zane
Notary Public

My commission expires: 3/5/05

(Notarial Stamp/Seal)

SLC240



UT2015 Classic Trends-SLC240

COPY
CO. RECORDER

Exhibit B
Real Property

Exhibit A

Source Document

Option and Site Lease Agreement (Site Identification No. SLC-240) by and between Janik Investment Company, LLC, a Utah limited liability company, successor-in-interest to Sasich, Sasich and Fetzer, LLC ("Landlord") and Qwest Wireless, L.L.C., a Delaware limited liability company ("Tenant"), dated October 10, 2000, for the Site located at 1966 East 6200 South, Salt Lake City, Utah.

SLC240

UT2015 Classic Trends-SLC240

Exhibit B
Real Property

SLC3XC032

EXHIBIT "A"

Beginning at a point North 89°56'00" West 267.286 feet (267.29 feet West by deed) and South 00°04'00" West (South by deed) 33.00 feet from the Northeast corner of Section 21, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 89°56'00" West (West by deed) 80.00 feet; thence Southwesterly along the Easterly edge of a road around a curve having a radius of 20.00 feet for a distance of 24.45 feet; (24.43 feet by deed); thence along the Easterly edge of a road South 20°00'00" West 120.64 feet; thence South 00°04'00" West 101.42 feet (South 101.48 feet by deed); thence South 89°50'00" East 139.65 feet (East 140.05 feet by deed); thence North 00°04'00" East (North by deed) 228.00 feet to the point of beginning.

A portion of the herein described property lies with in Lot 5, Jeremy Subdivision:

PIO 22-21-227-012

- POOR COPY -
CO RECORDER

STEWART TITLE
GUARANTY COMPANY Commitment - Schedule A
Page 2 of 2

BK 8869-PG 7830

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.

Description: Salt Lake, UT Document- DocID 8789519 Page: 2 of 2
Order: Jank Comment:

UT2015 Classic Trends-SLC240

BK 9672 PG 4936

Exhibit B
Real Property

Exhibit B

Recording Information For Source Document

Not recorded at Salt Lake County Utah Recorder's office.

SLC240

UT2015 Classic Trends-SLC240

Exhibit B
Real Property

Exhibit C
Tower Lease(s)

N/A

SLC240

UT2015 Classic Trends-SLC240