

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-1 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

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

ASSIGNOR:

QWEST WIRELESS LLC, a Delaware limited liability company

Hans J. Schulz

Witness

By: *Ken Frensley*

Name: Ken Frensley

Title: Director, Wireless Network

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.

Octavio Lamas

Notary Public

My commission expires: March 31, 2008



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

(Notarial Stamp/Seal)

SLC240

Mike J. Zaimos
Witness

ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited partnership

By: Shannon Nichols

Name: Shannon Nichols

Title: Site Delivery Manager

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.

Mike J. Zaimos
Notary Public

My commission expires: 3/5/05

(Notarial Stamp/Seal)

SLC240



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

BK 9054 PG 5561

SL163XC032

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

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

~~BK 8868 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: Janik Comment:

BK 9054 PG 5562

Exhibit B

Recording Information For Source Document

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

SLC240

BK 9054 PG 5563

Exhibit C
Tower Lease(s)

N/A

SLC240