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10/08/2008 01:40 PM \$26.00  
Book - 9649 Pg - 5985-5993  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDAMERICA  
5600 COX RD  
GLEN ALLEN VA 23060  
BY: ZJM, DEPUTY - MA 9 P.

After Recording Return To:  
LandAmerica CLSS  
Attn: Lisa Robertson  
5600 Cox Road  
Glean Allen, VA 23060

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 23 day of September, 2008 ("Transfer Date"), by Nextel West Corp., a Delaware corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to TowerCo Assets LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignee"). **The notice address for the Assignee shall be: TowerCo Assets LLC c/o TowerCo Acquisition LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.**

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Acquisition LLC, the parties identified as sellers therein (including Assignor), Sprint Spectrum L.P., as agent for such sellers and the "Tower Entities" (including Assignee) that become parties thereto, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

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. ASSIGNMENT. As of the Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

UT2021/UT0093  
International Center  
11422333

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS.

Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to 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.

4. 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.

5. 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.

6. 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.

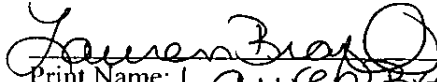
7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). 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.

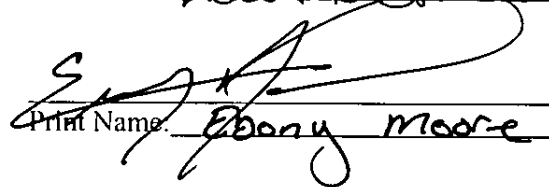
8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]

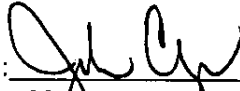
Witnesses:

  
 Print Name: Lauren Biazzi

  
 Print Name: Ebony Moore

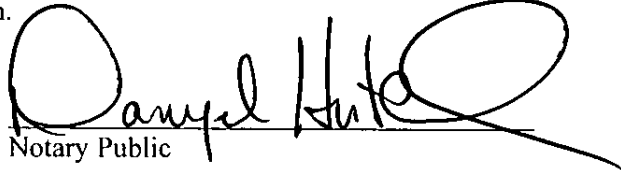
ASSIGNOR:

Nextel West Corp., a Delaware corporation

By:   
 Print Name: John W. Chapman  
 Title: Assistant Secretary

State of New York  
 County of New York

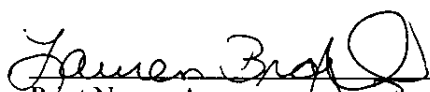
The foregoing instrument was acknowledged before me this 10 day of September, 2008, by John W. Chapman an Assistant Secretary of Nextel West Corp., a Delaware corporation, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

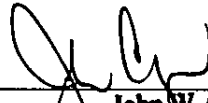
  
 Notary Public  
 Print Name: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

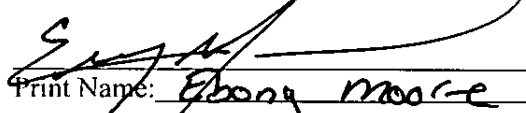
DANYEL HUTCHINSON  
 Notary Public, State of New York  
 No. 01HU5077629  
 Qualified in New York County  
 Commission Expires May 12, 20 11

ASSIGNEE:

TowerCo Assets LLC, a Delaware limited liability company

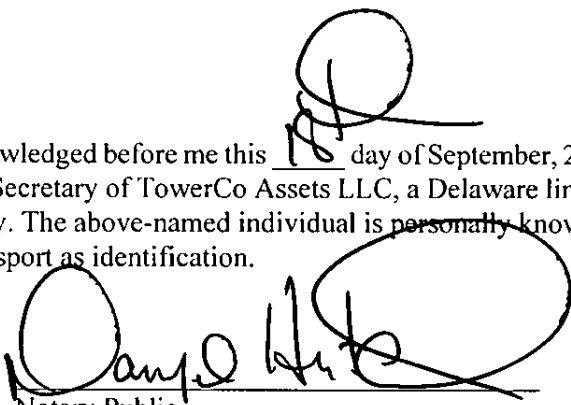
  
Print Name: Lando Braccetti

By:   
Name: John W. Chapman  
Title: Assistant Secretary

  
Print Name: Ebony Moore

State of New York  
County of New York

The foregoing instrument was acknowledged before me this 10 day of September, 2008, by John W. Chapman an Assistant Secretary of TowerCo Assets LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DANYEL HUTCHINSON  
Notary Public, State of New York  
No. 01HU5077629  
Qualified in New York County  
Commission Expires May 12, 2011

**EXHIBIT "A"**

**The Ground Lease**

That certain lease agreement (the "Ground Lease") dated August 3, 1998 by and between Stewart L. Grow Jr., as lessor, and Assignor, 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 \_\_\_\_\_, Page \_\_\_\_\_ or as Official Document/Instrument Number 7313497, in the Register's office of Salt Lake County, State of UT.

Exhibit B  
Real Property

Mountain Pacific Market  
Int'l Center UT-0093a

MEMORANDUM OF AGREEMENT

7313497 16-01  
04/06/99 11:38 AM  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
NEXTEL COMMUNICATIONS  
860 W LEVOY DR STE 102  
SLC UT 84123  
REC BY: Z JOHANSON DEPUTY - MP

CLERK: Please return this document to: Nextel Communications  
860 West Levoy Drive, Ste 102  
Salt Lake City, UT 84123  
Attn.: Property Manager

7313497

This Memorandum of Agreement is entered into on this \_\_\_ day of \_\_\_\_\_, 199\_\_\_, by and between 4910 Associates L.L.C, a Utah Limited Liability Company, with an office at 4910 West Amelia Earhart Drive, Salt Lake City, Utah 84166, (hereinafter referred to as "Lessor") and Nextel West Corp., a Delaware Corporation, d.b.a. Nextel Communications with an office at 4643 South Ulster Street, Ste 500, Denver, CO 80237, (hereinafter referred to as "Lessee").

1. Lessor and Lessee entered into a Communications Site Lease Agreement ("Agreement") on the 3rd day of August, 1998, for the purpose of installing, operating and maintaining a radio communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on the 11<sup>th</sup> day of December, 1998, ("Commencement Date"), and terminating on the fifth anniversary of the Commencement Date with five (5) successive five (5) year options to renew.
3. The Land which is the subject of the Agreement is described in Exhibit A annexed hereto. The portion of the Land being leased to Lessee (the "Premises") is described in Exhibit B annexed hereto.

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

LESSOR:

LESSEE:

4910 Associates L.L.C., a Utah Limited Liability Company

Nextel West Corp., a Delaware Corporation  
d.b.a. Nextel Communications



By: Stewart L. Grow Jr.

By: William C. Jarvis

Title: Registered Agent Managing Member

Title: Area President

Date: 1/11/99

Date: 2/22/99

BOOK 8265 PAGE 8298

Exhibit B  
Real Property

Mountain Pacific Market  
Int'l Center UT-0093a

MEMORANDUM OF AGREEMENT

STATE OF Utah

COUNTY OF Salt Lake City

On 1/11/99, before me, Brad Hansen, Notary Public, personally appeared Stewart Grom, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

(SEAL)

My commission expires: 1/15/00

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

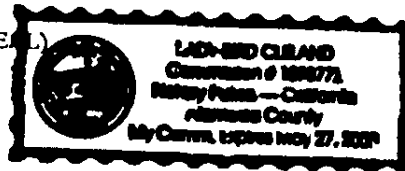
On FEBRUARY 22, 1999, before me, LADY BIRD CRELAND, Notary Public, personally appeared WILLIAM C. JARVIS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
Notary Public

(SEAL)

My commission expires: MAY 27, 2000



800-8265-PLANET-8239

Exhibit B  
Real Property

Mountain Pacific Market  
Int'l Center UT-0093a

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated August 3, 1998, by and between and 4910 Associates L.L.C., a Utah Limited Liability Company, as Lessor, and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**Lot 1, Salt Lake International Center, Plat 2.**

BK-8265 PAGE 8240



Exhibit B  
Real Property

Mountain Pacific Market  
Int'l Center UT-0093a

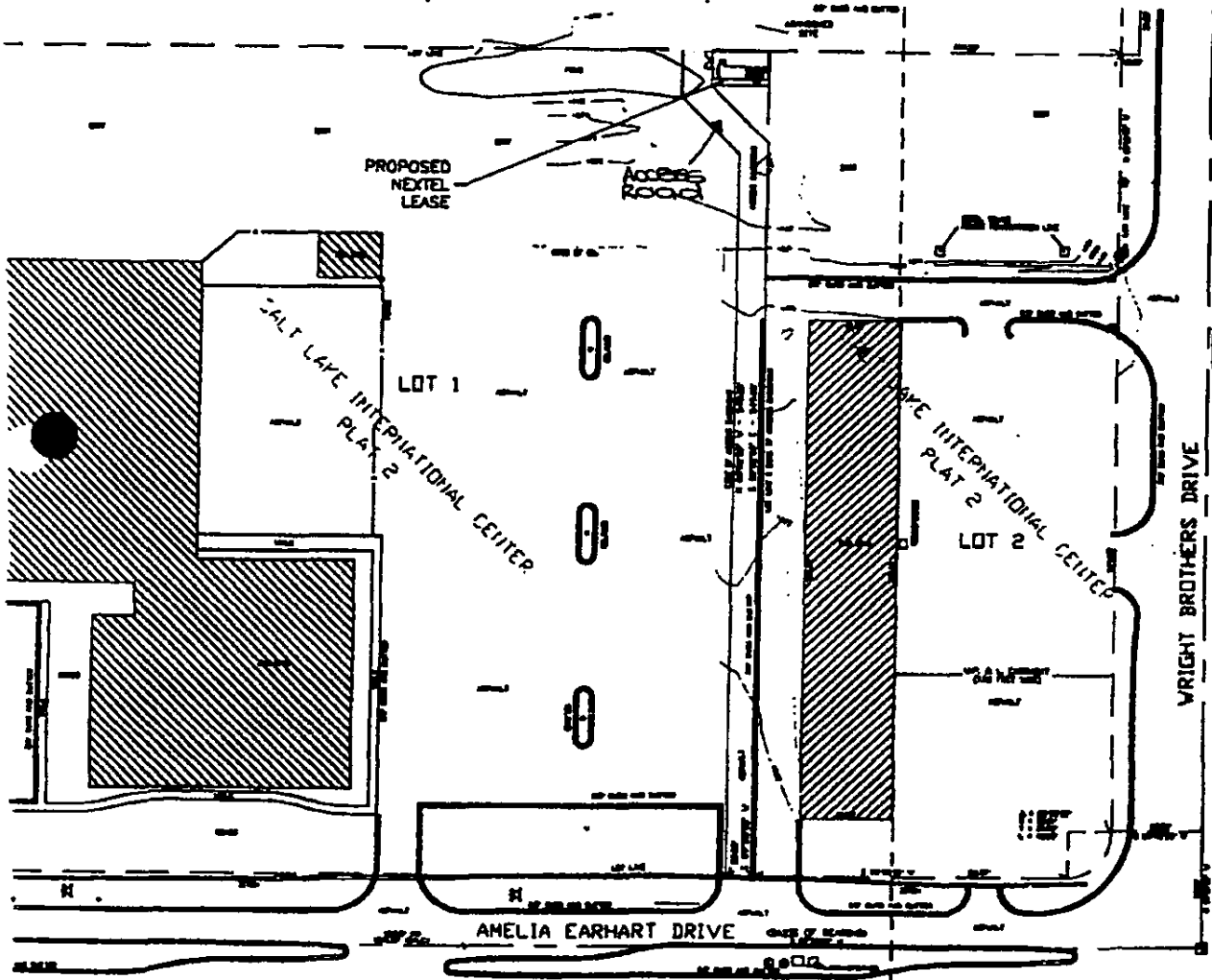
EXHIBIT B

DESCRIPTION OF PREMISES

1 OF 2

to the Agreement dated August 3, 1998, by and between 4910 Associates L.L.C., a Utah Limited Liability Company, as Lessor and Nextel West Corp., a Delaware Corporation d.b.a. Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



INTERNATIONAL CENTER (UT-0093A)		↑
SITE A.P.N.:		IRON
OWNER: 4910 West Amelia Earhart Dr. Salt Lake City, Utah 84116		

- Notes:
1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
  2. Setback of the Premises from the lot boundaries shall be the distance required by the applicable governmental authorities.
  3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
  4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers,