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Shelby Cnty Judge of Probate, AL  
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(Recorder's Use Above This Line)

**STATE OF ALABAMA**

Parcel No: 11-7-36-2-001-028.00

**COUNTY OF SHELBY**

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

Document Date: Sept. 23, 2008

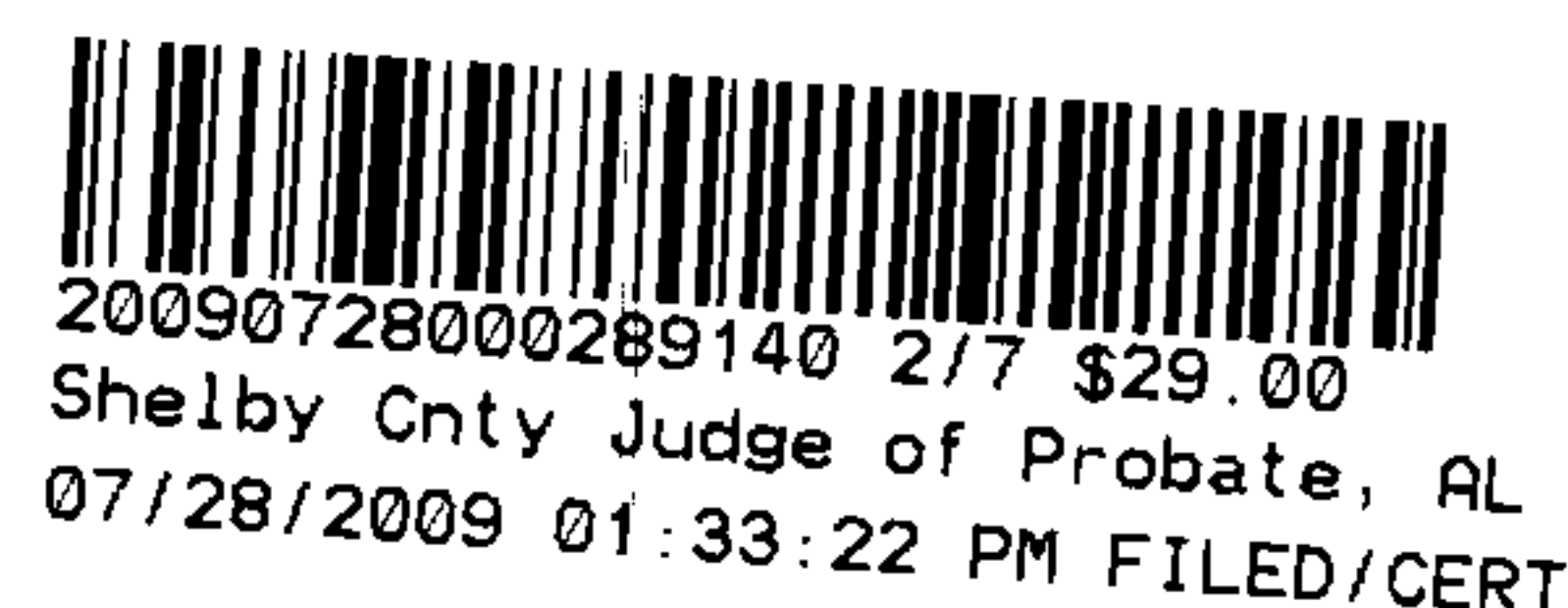
Grantor/Lessor: NEXTEL SOUTH CORP., a Georgia corporation  
Address: 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, KS  
66251-2650

Grantee/Lessee: TOWER ENTITY 10 LLC, a Delaware limited liability company  
Address: 5000 Valleystone Drive, Cary, NC 27519

Legal Description of the Land is attached as Attachment A on Pages 7

Prepared by and after recording return to:  
TowerCo  
Attention: Legal  
5000 Valleystone Drive  
Cary, NC 27519

Source of Title  
Deed Book 231, Page 578



### 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 South Corp., a Georgia corporation, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to Tower Entity 10 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: Tower Entity 10 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.



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.

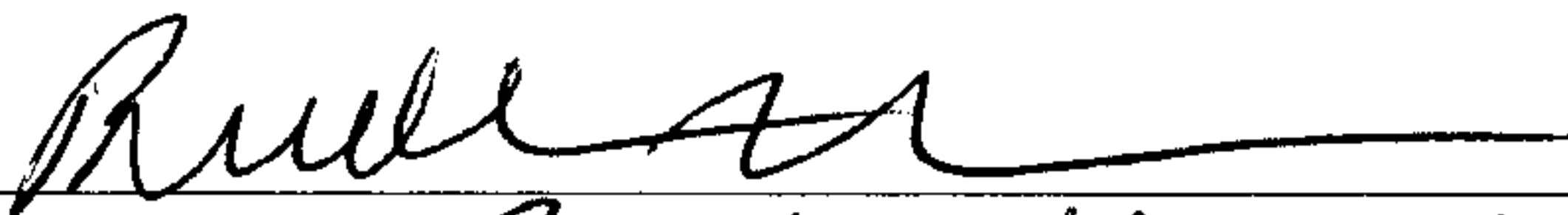
[Signatures on following pages]

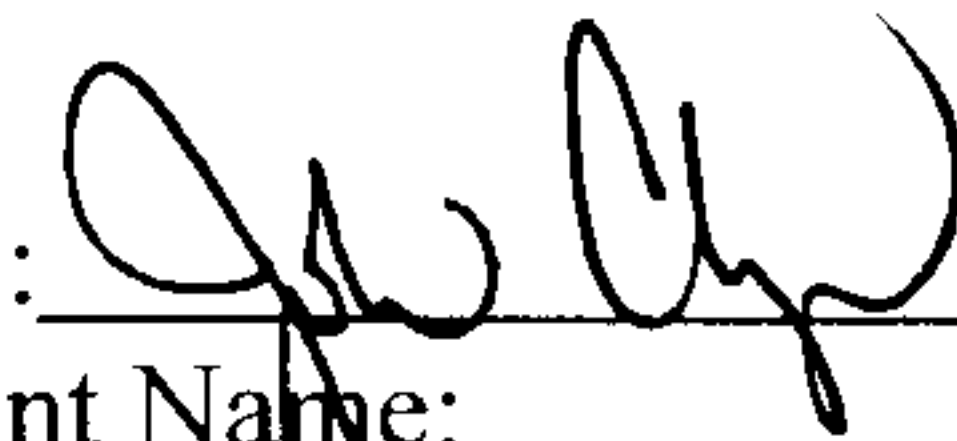
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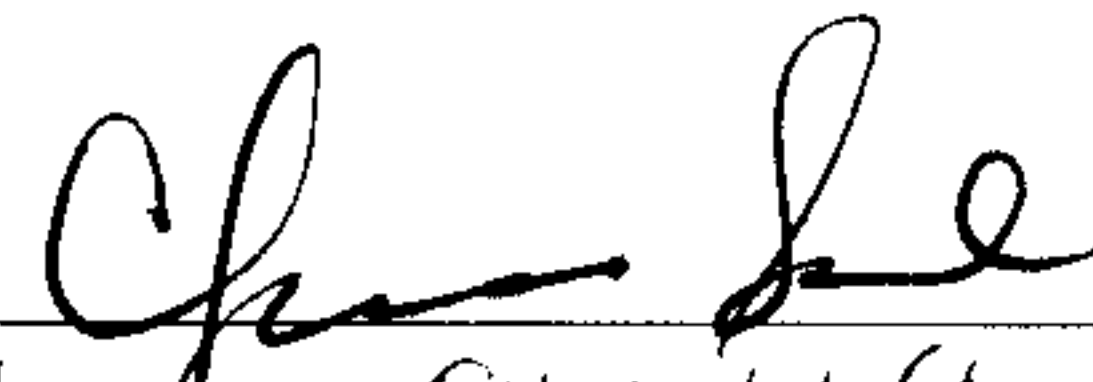
Witnesses:

ASSIGNOR:

Nextel South Corp., a Georgia corporation

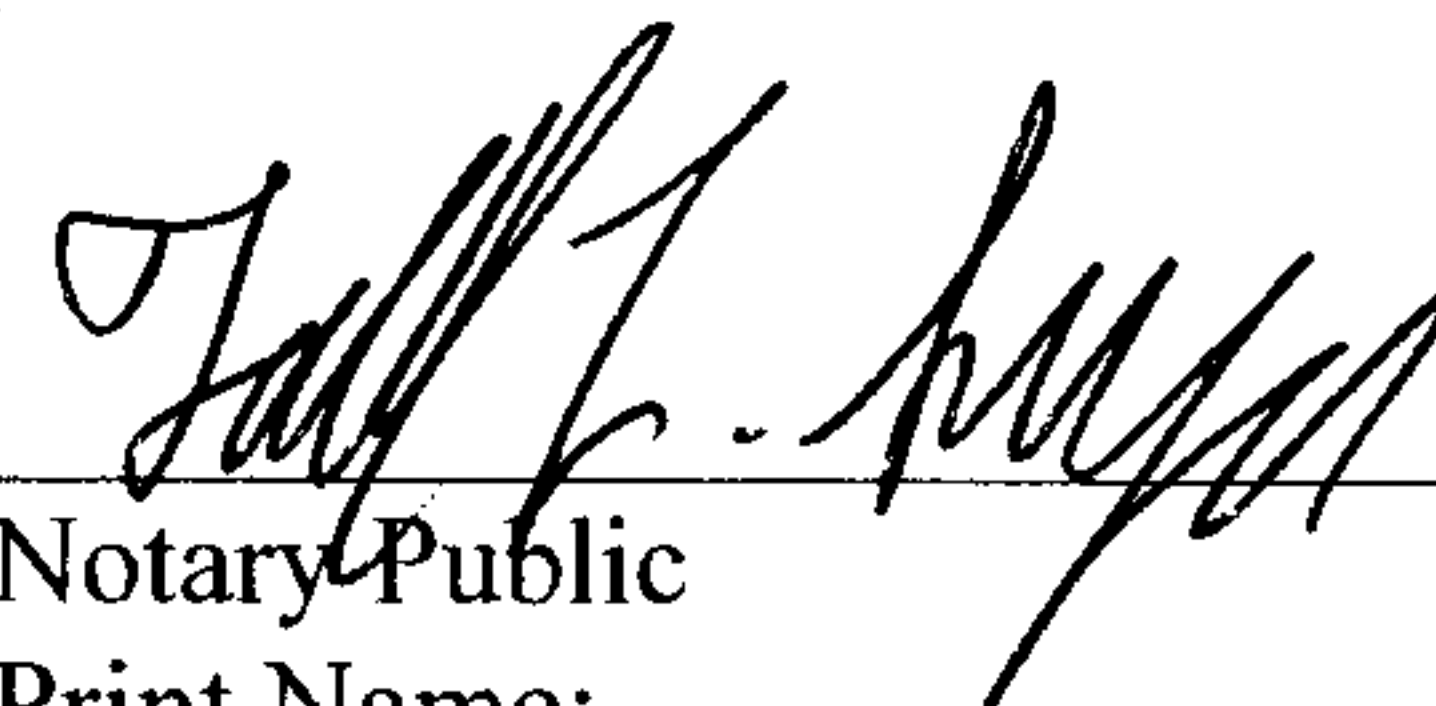
  
Print Name: Brooke Mendelson

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

  
Print Name: CHERYL ANN SAMUEL

State of New York  
County of New York

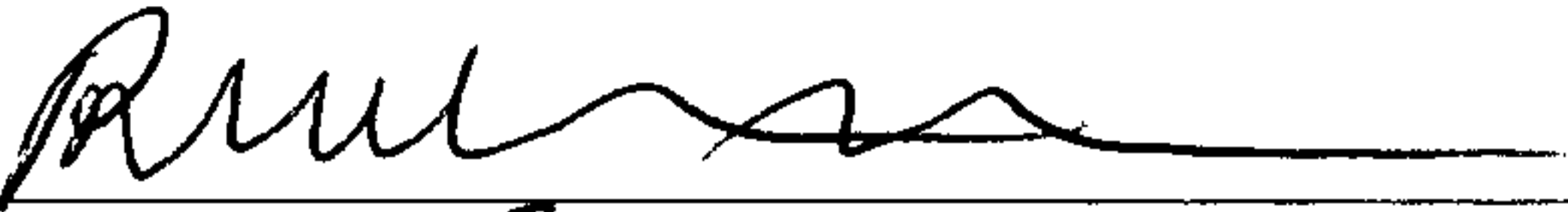
The foregoing instrument was acknowledged before me this 17 day of September, 2008, by John W. Chapman an Assistant Secretary of Nextel South Corp., a Georgia corporation, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

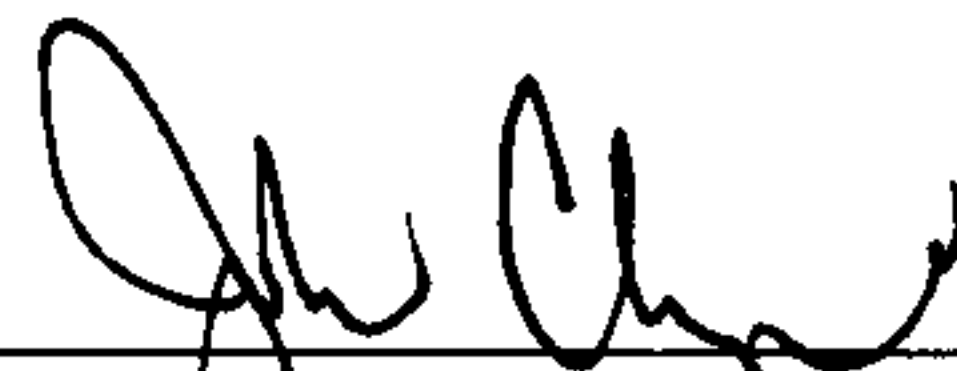
  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_


Todd L. Schrager  
Notary Public, State of New York  
No: 34-5000676  
Qualified in New York County  
Commission Expires August 17, 2010

ASSIGNEE:

Tower Entity 10 LLC, a Delaware limited liability company

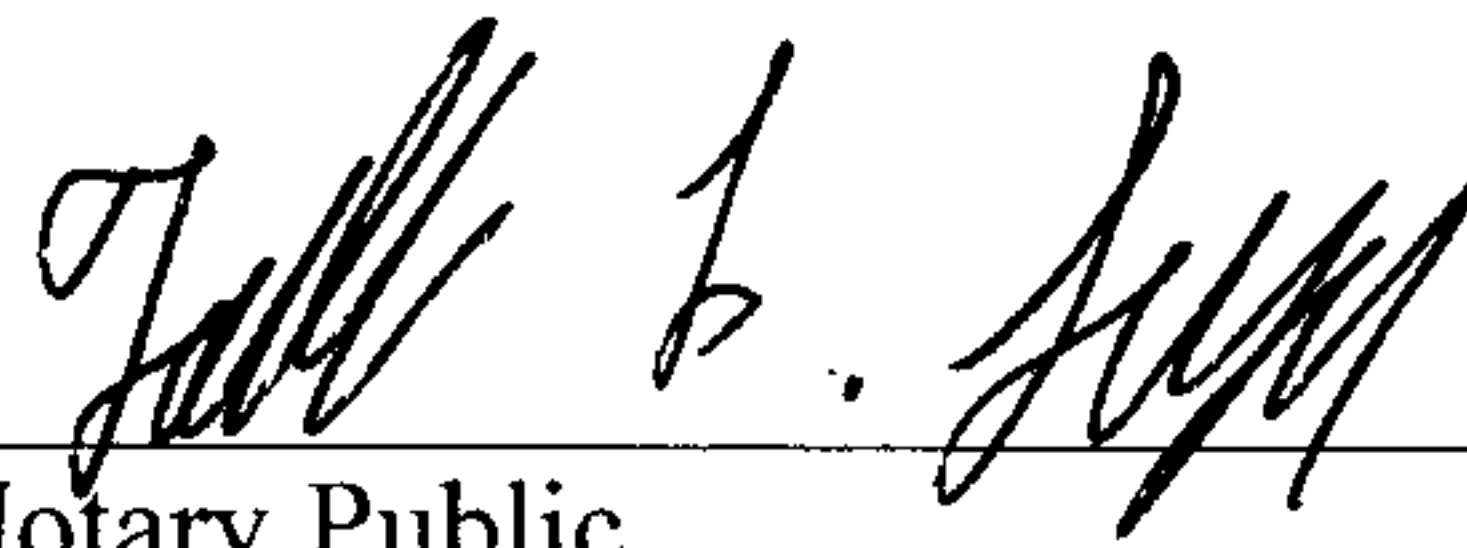
  
Print Name: Brooke Mendelson

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

  
Print Name: Cheriuna Samuel

State of New York  
County of New York


The foregoing instrument was acknowledged before me this 17 day of September, 2008, by John W. Chapman an Assistant Secretary of Tower Entity 10 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: \_\_\_\_\_

Todd L. Schrager  
Notary Public, State of New York  
No: 34-5000676  
Qualified in New York County  
Commission Expires August 17, 2010

**EXHIBIT "A"**

**The Ground Lease**

  
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That certain lease agreement (the "Ground Lease") dated November 15, 2000 by and between Delia G Cobb, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of Shelby, State of AL, 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 2000-45231, in the Register's office of Shelby County, State of AL.





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EXHIBIT "B"  
Real Property

Property located in Shelby, AL  
Lot Number 2, according to plat of Valley Dale Estate Subdivision which is recorded in Map Book 4 at  
Page 90, Office of the Judge of Probate, Shelby County, Alabama.

LESS AND EXCEPT that portion of property conveyed to Donald L. Yessick and Patricia C. Yessick  
from Oscar H. Cobb and Delia G. Cobb by Warranty Deed dated August 10, 1977 and recorded August  
12, 1977 in Deed Book 307, Page 209.

LESS AND EXCEPT that portion of property conveyed to Mary Newby & Delia G. Cobb from Oscar H.  
Cobb and Delia G. Cobb by Warranty Deed dated December 14, 1983 and recorded December 28, 1983  
in Deed Book 352, Page 140.

LESS AND EXCEPT that portion of property conveyed to Foresight Development, L.L.C. and Oscar H.  
Cobb & Delia G. Cobb from Delia G. Cobb, Donald L. Yessick and Patricia C. Yessick by Warranty  
Deed dated 06/15/2001 and recorded 06/21/2001 in Instrument No. 2001-25723.

AND BEING the same property conveyed to Oscar H. Cobb & Delia G. Cobb from James W. Huckaby,  
Jr. and Lois C. Huckaby; William Rene Hill and Jeanie L. Hill by Quitclaim Deed dated July 29, 1964  
and recorded July 30, 1964 in Deed Book 231, Page 578.

Tax Parcel No. 11-7-36-2-001-028.00