

Prepared By: Matt Messailli
AFTER RECORDING, PLEASE RETURN TO:

LandAmerica Com'l Lender & Search
5600 Cox Road
Richmond, VA 23060

Attn: *m*

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.**

Lease and Options less than 35 years
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.

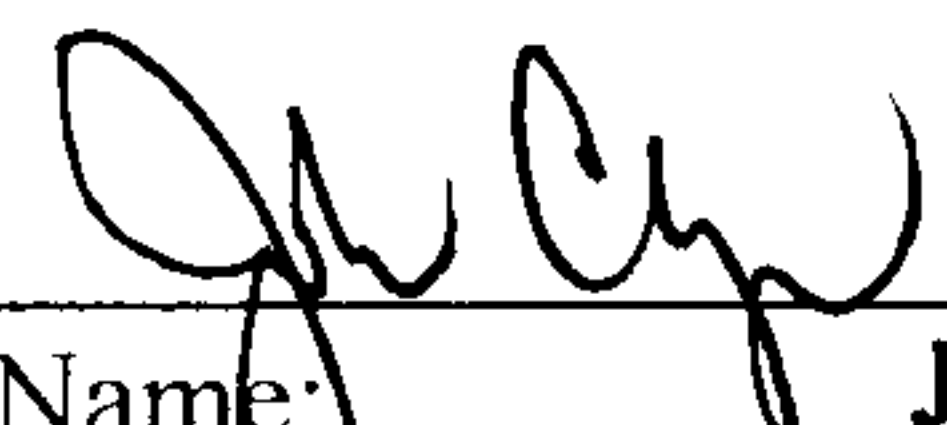
[Signatures on following pages]

Witnesses:

ASSIGNOR:

Nextel South Corp., a Georgia corporation

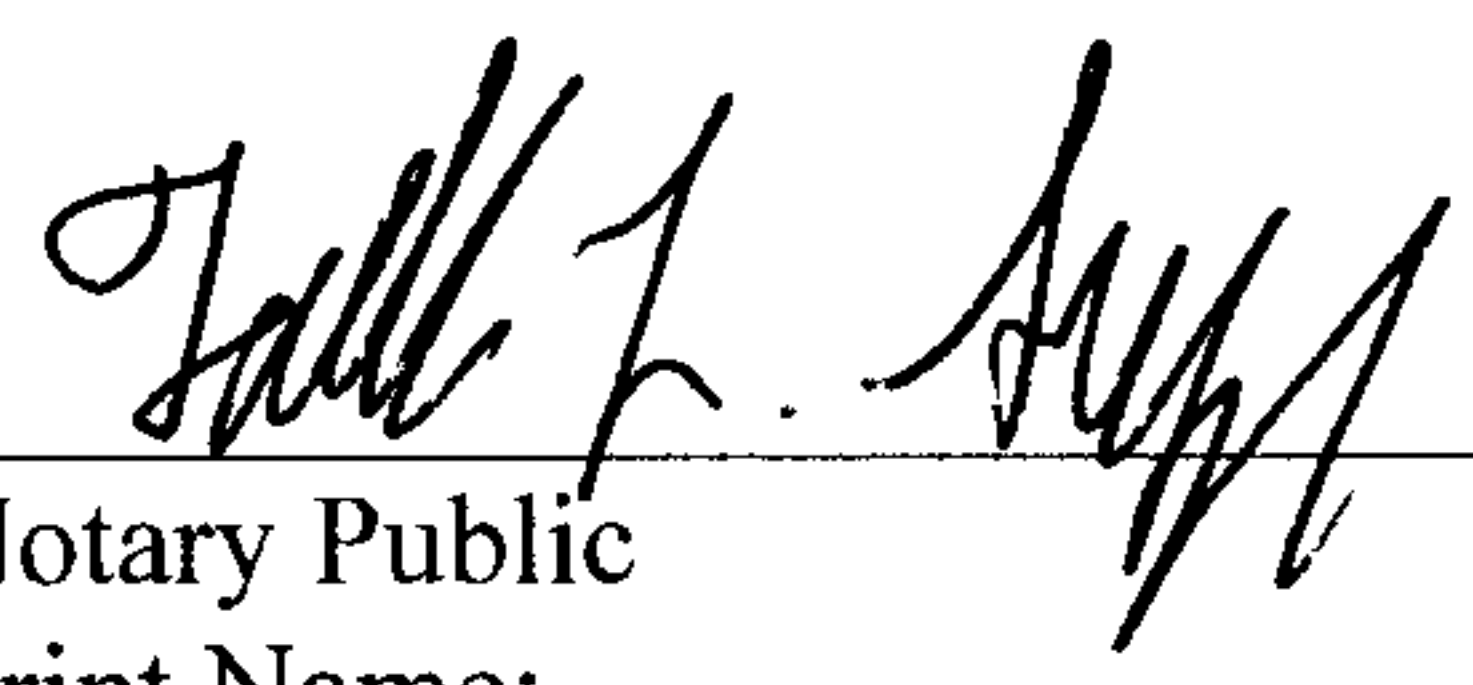

Print Name: Brooke Mordelso

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


Print Name: CHERYLANA SAMUEL

State of New York
County of New York


The foregoing ~~John W. Chapman~~ was acknowledged before me this 17 day of September, 2008, by _____ 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.

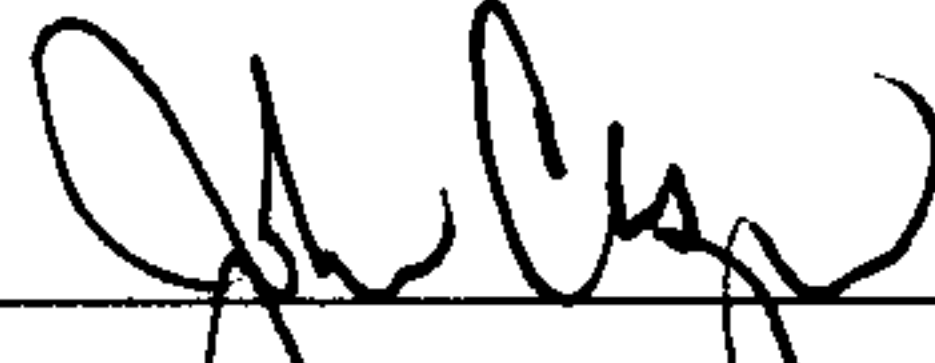

Notary Public
Print Name: _____
My Commission Expires: _____

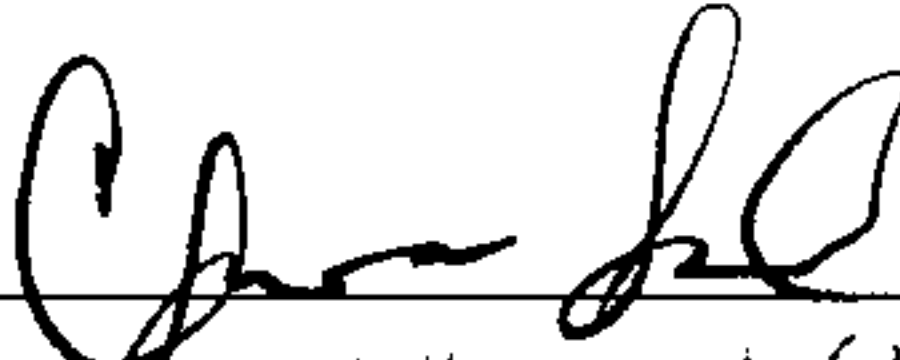
Todd L. Schrago
Notary Public, State of New York
No: 34-5003676
Qualified in New York County
Commission Expires August 17, 2010

ASSIGNEE:

Tower Entity 10 LLC, a Delaware limited liability company



Print Name: Brooke Mendelson

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


Print Name: Chelyana 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. Schrago
Notary Public, State of New York
No: 34-5003673
Qualified in New York County
Commission Expires August 17, 2010

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated April 24, 2000 by and between D & L Properties, 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 20040714000388220, in the Register's office of Shelby County, State of AL.

Exhibit B
Real Property

05/01/2002 10:05 FAX 770 825 9058

NEXTEL COMMUNICATIONS

014

AKT: SOUTHEAST
SITE #: AL 1427
SITE NAME: CHANDALAR SOUTH

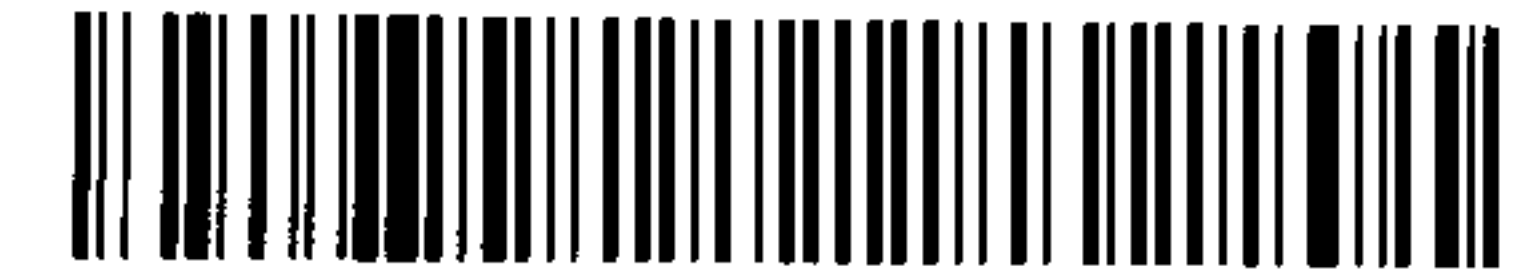
EXHIBIT A

DESCRIPTION OF LAND

to the Communications Site Lease Agreement (Ground) dated _____, 2000, by and between Patterson & Wilder Construction Co., Inc., as Lessor, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as Lessee.

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

(See Attached)



20090107000004730 6/9 \$35.00
Shelby Cnty Judge of Probate, AL
01/07/2009 01:13:30PM FILED/CERT

Exhibit B
Real Property

05/01/2002 10:05 FAX 770 825 9058

NEXTEL COMMUNICATIONS

015

EXHIBIT "A"

Shelby

County, State of Alabama.

From the Northwest corner of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, run Southerly along the West boundary of said NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, for 300.0 feet; thence turn an angle of 88 deg. 36 min. 15 sec. to the left and run Easterly 607.69 feet to the point of beginning of the land herein described; thence turn an angle of 102 deg 43 min. 15 sec. to the right and run Southwesterly 346.40 feet; thence turn an angle of 102 deg. 43 min. 15 sec. to the left and run Easterly 603.17 feet, more or less, to a point on the West right of way line of U. S. Highway 31; thence turn an angle of 64 deg. 33 min. to the left and run Northeasterly along the West right of way line of U. S. Highway 31 374.21 feet; thence turn an angle of 115 deg. 27 min. to the left and run Westerly 687.69 feet to the point of beginning. This land being a part of NE 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

ALSO, From the Northwest corner of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West, run Southerly along the West boundary line of said NE 1/4 of SW 1/4 of Section 12, Township 20 South Range 3 West, for 300 feet to the point of beginning of the land herein described; thence continue Southerly along the West boundary line of the NE 1/4 of the SW 1/4 of Section 12, Township 20 South, Range 3 West for 338.0 feet; thence turn an angle of 88 deg. 36 min. 15 sec. to the left and run Easterly 603.17 feet; thence turn an angle of 77 deg. 16 min. 45 sec. to the left and run Northeasterly 346.40 feet; thence turn an angle of 102 deg. 43 min. 15 sec. to the left and run Westerly 687.69 feet to the point of beginning. This land being a part of NE 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama.

LESS AND EXCEPT: Part of the NE 1/4 of SW 1/4 and part of the NW 1/4 of SW 1/4 of Section 12, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the Northwest corner of the NE 1/4 of SW 1/4 of said Section 12, run in a Southerly direction along the West line of said 1/4 1/4 section for a distance of 300.0 feet; thence turn an angle to the left of 88 deg. 36 min. 15 sec. and run in an Easterly direction for a distance of 990.18 feet to an existing iron pin being the point of beginning; thence continue along last mentioned course for a distance of 385.20 feet to an existing iron pin being on the West right of way line of U. S. Highway 31; thence turn an angle to the right of 115 deg. 27 min. and run in a Southwesterly direction along said West right of way line for a distance of 374.21 feet to an existing iron pin; thence turn an angle to the right of 64 deg. 33 min. and run in a Westerly direction for a distance of 353.22 feet; thence turn an angle to the right of 110 deg. 52 min. 15 sec. and run in a Northeasterly direction for a distance of 361.62 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

LESS AND EXCEPT any part of subject property lying within a public road right of way.

03/08/00 WED 21:13 [TX/RX NO 5893] 0004

AL2008 Chandalar South

20090107000004730 7/9 \$35.00
Shelby Cnty Judge of Probate, AL
01/07/2009 01:13:30PM FILED/CERT

Exhibit B
Real Property

05/01/2002 10:05 FAX 770 825 9058

NEXTEL COMMUNICATIONS

016

MKT: SOUTHEAST
SITE #: AL 1427
SITE NAME: CHANDALAR SOUTH

EXHIBIT B

DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement (Ground) dated _____, 2000, by and between Patterson & Wilder Construction Co., Inc, a _____ as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:

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 Land's 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, but in no event shall such Access Road be less than 12 feet wide.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.

Chandalar South, Rev. 1, 03/13/00

AL2008 Chandalar South


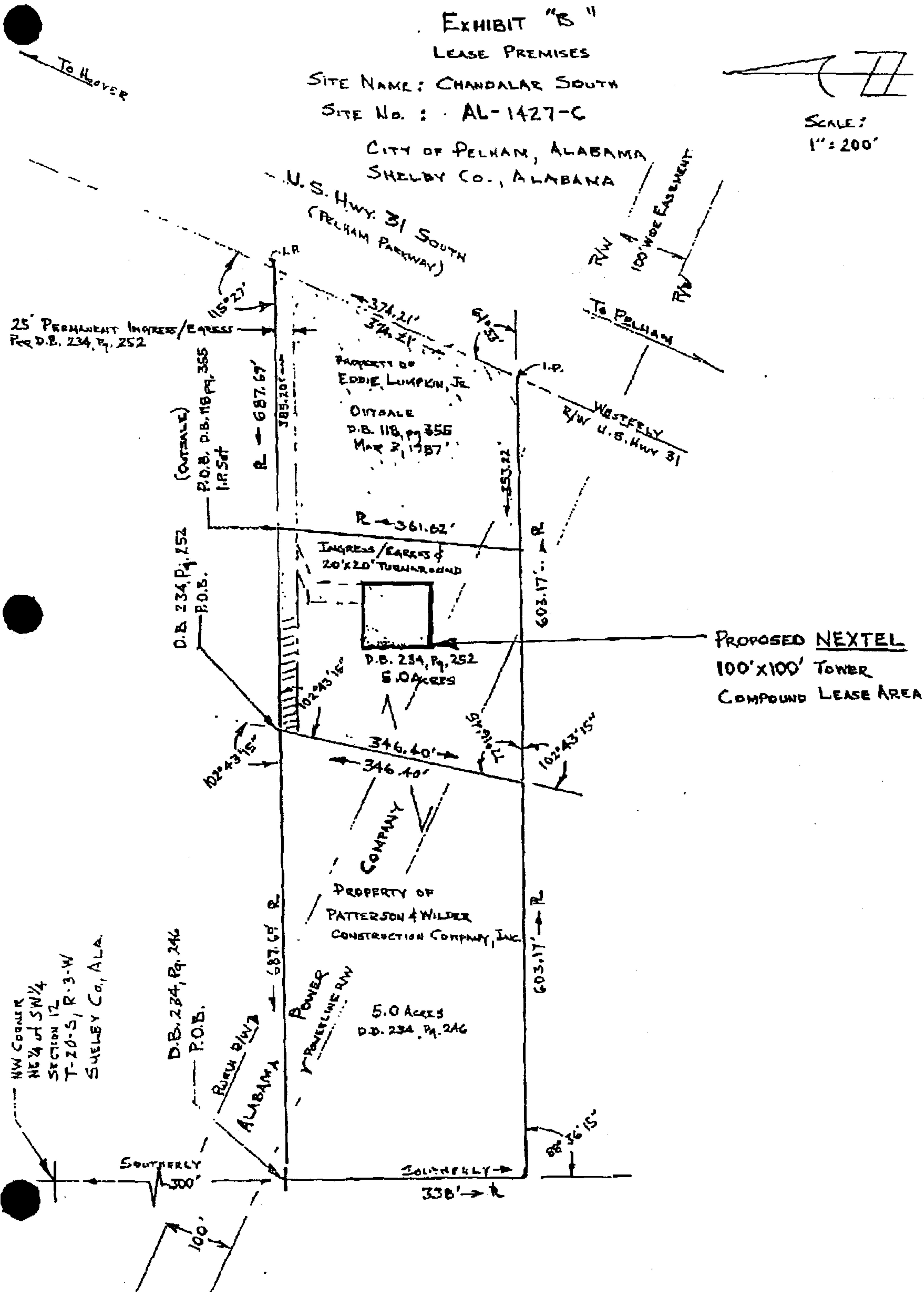

20090107000004730 8/9 \$35.00
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Exhibit B
Real Property

05/01/2002 10:05 FAX 770 825 9058

NEXTEL COMMUNICATIONS

017



AL2008 Chandalar South



20090107000004730 9/9 \$35.00
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