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DON CLARK
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BOOK 320 PAGE 133
OF 66 INSTN 202

Don Clark

→ Wireless Solutions

2710 Fairmount

Dallas TX 75206

Attn: Lease Administrator

ASSIGNMENT OF LEASE

This Assignment of Lease ("Assignment") is made and entered into effective as of the 21st day of November, 2003, ("Transfer Date") by and between Nextel WIP Lease Corp., a Delaware corporation, dba Nextel Partners ("Assignor"), and Wireless Solutions, LLC ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the lessee under that certain OPTION AND GROUND LEASE AGREEMENT dated April 7th, 2003 by and between Alan Jessen, Glen Jessen, Gary Jessen and Betty Jean Jessen, as Lessor and Nextel WIP Lease Corp., dba Nextel Partners, as Lessee (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease").

WHEREAS, pursuant to the Prime Lease, Assignor has certain rights, title and interests in and to a certain parcel of real property in Saunders County, State of Nebraska (the "Property"), and all subleases and sublicenses between Assignor as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases").

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

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

2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord of which the Property is a part, is more particularly described on Exhibit A hereto

which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to Assignee, all of Assignor's rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. Assignee does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.

4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.

5. Indemnity. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities resulting by reason of the failure of Assignor to perform its obligations under the Lease prior to the date hereof and/or Assignor's failure to perform its obligations under this Assignment).

Assignee shall indemnify, defend and hold harmless Assignor, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever, resulting by reason of the failure of Assignee to perform its obligations under the Lease after the date hereof and/or Assignee's failure to perform its obligations under this Assignment.

6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Washington.

8. Successors and Assigns. The terms and conditions of this Assignment shall run with the Property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

Site ID: NE108P
Site Name: Fremont South

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

ASSIGNOR:

NEXTEL WIP LEASE CORP.,
a Delaware corporation, dba Nextel Partners

By: Denise J. Swerland
Name: Denise J. Swerland
Its: Assistant Secretary

ASSIGNEE:
[WIRELESS SOLUTIONS, LLC]

By: [Signature]
Name: [Signature]
Its: [Signature]

Address of Assignee:

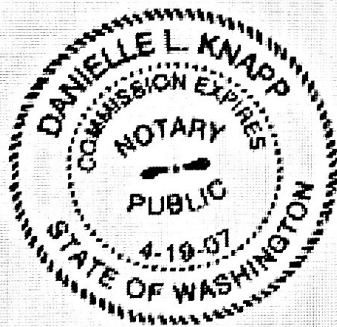
Wireless Solutions
2718 Fairmount
Dallas TX 75206

Site ID: NE108PP
Site Name: **Fremont South**

State of Washington)
) ss:
County of King)

On December 6, 2003, before me, the undersigned officer, personally appeared: Denise J. Swerland, with an address of 4500 Carillon Point, Kirkland, WA 98033, personally known to me to be the Assistant Secretary of NEXTEL WIP LEASE CORP., a Delaware corporation, dba Nextel Partners (hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in her authorized capacity as such officer as her free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:



Danielle Knapp

Notary Public

My commission expires: 4-19-07

Corporate Acknowledgment

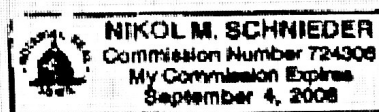
Site ID: NE108P

Site Name: Fremont South

State of Iowa)
County of Polk) ss:

On 11/21, 2003, before me, the undersigned officer, personally appeared:
Jeff Kuehler, with an address of 4330 Westway Ave
Dallas TX 75205, personally known to me to be the
Resident of Wireless Solutions, LLC
(hereinafter, the "Corporation") and that as such officer, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the Corporation in his/her authorized capacity as such officer as his/her free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:





Notary Public
My commission expires: 9/4/06

EXHIBIT A

Site ID: NE108P

Site Name: Fremont South

Legal Description

The description(s) below or attached hereto identify the following:



Underlying Parcel Owned by Landlord.



Leased Property.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 25, Township 17 North, Range 7 East of the 6th P.M., Saunders County, Nebraska; excepting that part of the North Half of the Southeast Quarter of Section 25, Township 17 North, Range 7 East of the 6th P.M., Saunders County, Nebraska, described as commencing at the Northeast corner of the North Half of the Southeast Quarter of Section 25; thence N 90-00-00 W (assumed bearing) on the North line of the North Half of the Southeast Quarter, a distance of 672.96 feet to the point of beginning; thence continuing N 90-00-00 W, on the North line of the North Half of the Southeast Quarter, a distance of 704.04 feet; thence S 00-00-00 E, a distance of 309.54 feet; thence S 90-00-00 E, on a line parallel to the North line of the North Half of the Southeast Quarter, a distance of 706.04 feet; thence N 00-22-13 W, a distance of 309.55 feet to the point of beginning.

EXHIBIT B

Site ID: NE108P

Site Name: Fremont South

List of Tenant Leases



Attached



Not Applicable