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INSTRUMENT NUMBER  
**2005-12074**

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*Glenn J. Dwyer*  
REGISTER OF DEEDS

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This Instrument Prepared By And  
After Recording Return To:  
Richard L. Pensinger, Esq.  
Waller Lansden Dortch & Davis, PLLC  
511 Union Street, Suite 2700  
Nashville, Tennessee 37219

### **ASSIGNMENT AND ASSUMPTION OF LEASES**

4<sup>th</sup> This Assignment and Assumption of Leases ("Assignment") is made as of the day of March, 2005, between **QWEST WIRELESS, L.L.C.**, a Delaware limited liability company ("Assignor") with an address at 1801 California Street, Suite 5100, Denver, Colorado 80202, and **VERIZON WIRELESS (VAW) LLC**, a Delaware limited liability company, d/b/a Verizon Wireless ("Assignee") with an address at 180 Washington Valley Road, Bedminster, New Jersey 07921.

### **WITNESSETH**

WHEREAS, Assignor and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless (an affiliate of Assignee), are parties to that certain Asset Purchase Agreement dated as of July 1, 2004, as amended as of March 4, 2005 (the "Purchase Agreement"), pursuant to which Assignor has agreed to assign to Assignee, *inter alia*, Assignor's interest in the leases, licenses and other agreements identified on Exhibit "A" attached hereto (hereinafter referred to as the "Leases"); and

WHEREAS, Assignee desires to acquire all of the Assignor's rights under the Leases and assume certain obligations under the Leases, pursuant to and in accordance with the Purchase Agreement,

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound thereby, do hereby covenant and agree as follows:

**12074**

- A
1. Assignor hereby sells, assigns, transfers, grants, delivers to, sets over to and vests in Assignee, as of the date first written above, all of Assignor's right, title and interest in and to the Leases and all of Assignor's rights and interests under the Leases.
  2. Assignee hereby assumes and undertakes to pay, satisfy and discharge all of the obligations and liabilities of Assignor under the Leases arising after the date hereof and attributable to the period after the date hereof. Notwithstanding the foregoing, Assignee is not assuming or undertaking to pay, satisfy or discharge any obligations or liabilities of Assignor arising out of any breach by Assignor of any provision of any Leases.
  3. This Assignment is subject to all of the terms and conditions of the Purchase Agreement. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement or constitute a waiver or release by either party of any liabilities imposed on the other party by the terms of the Purchase Agreement, including, without limitation, the representations and warranties contained therein, which shall not merge into but shall survive this Assignment and continue in full force and effect for the applicable period set forth in the Purchase Agreement.
  4. Each of Assignor and Assignee agrees that, if reasonably requested by the other party, it shall do, execute, acknowledge and deliver, at the requesting party's expense, all acts, agreements, instruments, notices and assurances as may be reasonably requested by the other party to further effect and evidence the sale, assignment and transfer of the Leases.
  5. 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.
  6. This Assignment will be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.

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B

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

ASSIGNOR:

Qwest Wireless, L.L.C.

By: *Qwest Services Corporation*  
Its: *Sole Member*

By: \_\_\_\_\_

*Thomas J. Wilten Kenneth C. Dunn*  
Vice President – Corporate Development

ASSIGNEE:

Verizon Wireless (VAW) LLC d/b/a Verizon  
Wireless

By: \_\_\_\_\_

Howard H. Bower  
Midwest Area Vice President - Network

C

STATE OF COLORADO

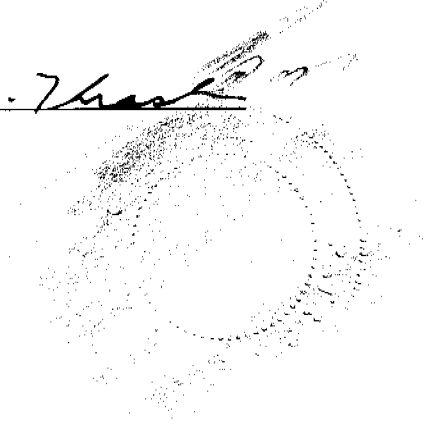
City and COUNTY OF Denver

The foregoing instrument was acknowledged before me this 4 day of March, 2005 by ~~Thomas J. Wilton~~ <sup>Kenneth C. Dunn</sup>, as Vice President – Corporate Development of <sup>Qwest Services</sup> ~~Qwest~~ Wireless, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

the sole owner of

Patricia E. Thacker  
Notary Public

My Commission Expires: 11/9/05



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March \_\_\_\_, 2005 by Howard H. Bower, as Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

D

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


ASSIGNOR:

Qwest Wireless, L.L.C.

By: \_\_\_\_\_  
Thomas J. Wilten  
Vice President – Corporate Development

ASSIGNEE:

Verizon Wireless (VAW) LLC d/b/a Verizon  
Wireless

By:   
Howard H. Bower  
Midwest Area Vice President - Network

E

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of March, 2005 by Thomas J. Wilten, as Vice President – Corporate Development of Qwest Wireless, L.L.C., a Delaware limited liability company, on behalf of the limited liability company.

\_\_\_\_\_  
Notary Public

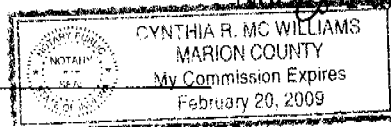
My Commission Expires: \_\_\_\_\_

STATE OF Indiana  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 3 day of March \_\_\_, 2005 by Howard H. Bower, as Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of the limited liability company.

Cynthia R McWilliams  
Notary Public

My Commission Expires: \_\_\_\_\_



2005-12074 F

EXHIBIT "A"

The Leases

1. Option and Site Lease Agreement dated September 21, 1999, by and between Chandler Storage Center, as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record as Instrument Number 2001-08955, in the Office of the Register of Deeds of Sarpy County, Nebraska. (OMA017)

Parcel A of Tax Lot 5B1A, 4B2 and 4A, located in the Northeast ¼ of Section 15, Township 14 North Range 13 East of the 6<sup>th</sup> Principal Meridian, Bellevue, Sarpy County, Nebraska.

Property Identification Number: 010973745

Also known as: 1506 Chandler Road West, Bellevue, Nebraska 68147.