



MISC 2004098169



JUL 26 2004 08:21 P 10

After recording please return to:

Sprint Spectrum L.P.
Sprint Contracts and Performance
M/S: KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, KS 66251-2650

Received - RICHARD TAKECHI
Register of Deeds, Douglas County, NE
7/26/2004 08:21:04.65



2004098169

OM63XR485

STATE OF NEBRASKA)
)
COUNTY OF DOUGLAS)

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement (the "Assignment Memorandum") is made and entered into as of this 4TH day of June, 2004, by and between QWEST WIRELESS, L.L.C., a Delaware limited liability company, successor by merger to TW WIRELESS, L.L.C., with an office located at 1801 California Street, 52nd Floor, Denver, Colorado 80202 (the "Assignor"), and SPRINT SPECTRUM L.P., a Delaware limited liability company with an office located at 6391 Sprint Parkway, Overland Park, KS 66251-2650.

WITNESSETH

WHEREAS, Assignee has acquired telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, pursuant to a transaction involving an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") of even date herewith.

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DEL _____ SCAN _____ FV _____
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WHEREAS, pursuant to the Assignment and Assumption Agreement, Assignor assigned and Assignee accepted and acquired that certain site lease, license, easement or similar agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Source Document") affecting the property and/or the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Property"), an interest in a portion of which was conveyed to Assignor pursuant to the Source Document (the "Premises");

WHEREAS, the Source Document, if recorded, is evidenced of as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

WHEREAS, by virtue of the Assignment and Assumption Agreement, Assignee has succeeded to all the rights and obligations (accruing from and after the date hereof) of the Assignor under the Source Document and the terms, covenants and provisions of the Source Document extend to and are binding upon the respective successors and assigns of Assignor and Assignee;

WHEREAS, to the extent a consent or other approval of the lessor, landlord, licensor or grantor under the Source Document was required by the Source Document, Assignor has obtained such consent or approval; and

WHEREAS, Assignor as lessor, landlord or licensor has leased or licensed tower space on the telecommunications tower located on the Premises and/or ground space next to said tower to the lessee(s), tenant(s) or licensee(s) described in that (those) certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

NOW THEREFORE, Assignor and Assignee, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby acknowledge as follows:

1. Pursuant to the Assignment and Assumption Agreement, Assignor unconditionally granted, sold, conveyed, assigned, transferred, set over and delivered the Source Document and the Tower Lease(s) unto Assignee, to have and to hold forever, subject to the terms of the Source Document.

2. Assignee accepted such assignment and agreed to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee, tenant, easement holder, or otherwise under the Source Document, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessor, landlord or licensor under the Tower Lease(s).

3. Assignor hereby acknowledges that the telecommunications tower structure and related facilities and equipment located on the Premises demised under the Source Document (except for the Excluded Assets, which includes Assignor's Equipment, as defined below – note: these terms are not defined) has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee under the Assignment and Assumption Agreement.

4. This Assignment Memorandum is intended to give record notice of the Assignment and Assumption Agreement and of the rights created thereby, all of which are hereby ratified and confirmed in all respects by the parties hereto.

5. Copies of the Assignment and Assumption Agreement and the Source Document are on file in the offices of Assignor and Assignee.

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

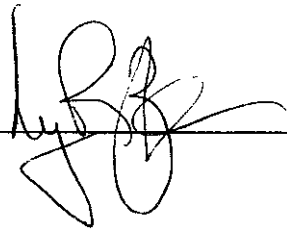
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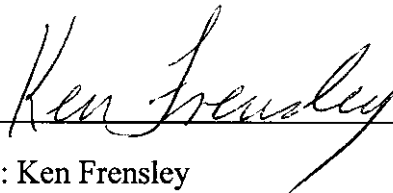
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for both Assignor and Assignee follow]

ASSIGNOR:

QWEST WIRELESS LLC, a Delaware limited liability company, successor by merger to TW WIRELESS, L.L.C.

Witness 

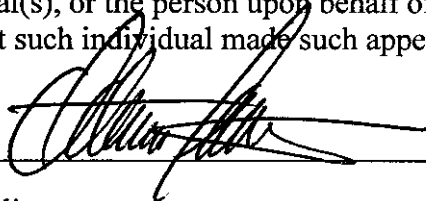
By: 
Name: Ken Frensley

Title: Director, Wireless Network

ACKNOWLEDGMENT

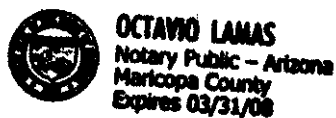
STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On the 28th day of May, in the year 2004, before me, the undersigned, personally appeared Ken Frensley, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.


Notary Public

My commission expires: 3-31-08

(Notarial Stamp/Seal)



ASSIGNEE:

SPRINT SPECTRUM L.P., a Delaware limited liability company

Mat Zaim
Witness

By: Shannon Nichols

Name: Shannon Nichols

Title: Site Delivery Manager

ACKNOWLEDGMENT

STATE OF Illinois)

COUNTY OF Cook)

On the 21st day of ~~May~~ June in the year 2004, before me, the undersigned, personally appeared Shannon Nichols, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Mat Zaim
Notary Public

My commission expires: 3/5/05

(Notarial Stamp/Seal)

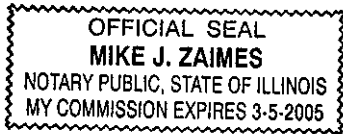


Exhibit A

Source Document

That certain lease agreement between Metropolitan Entertainment and Convention Authority, a Nebraska non-profit organization as Landlord and Qwest Wireless, L.L.C. as Tenant, dated March 5, 2004.

Exhibit A-1

Legal Description of Premises

As set forth in Attachment "A" attached hereto and incorporated herein by this reference.

Also known as: 455 N. 10th St., Omaha, NE 68102.

Attachment "A"

**EXHIBIT A
DESCRIPTION OF THE CENTER**

Legal Description: Lot 3, Union Pacific Place, Douglas County, Nebraska

PID (Property Identification Number) 3935020423

Also known as: 455 North 10th Street
Omaha, NE 68102

SITE # _____

EXHIBIT A

Exhibit B

Recording Information For Source Document

N/A

Exhibit C

Tower Lease(s)

N/A