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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

SIMOND

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Bainbridge Law Group, P.C.
4 San Joaquin Plaza
Suite 350
Newport Beach, CA 92660
Attn: Roni D. Jackson

(space above for Recorder's use only)

ASSIGNMENT AND ASSUMPTION OF SITE LEASE WITH OPTION

This ASSIGNMENT AND ASSUMPTION OF SITE LEASE WITH OPTION (this "Assignment"), dated as of this thirty-first (31st) day of October 2005, is entered into by and between CRICKET COMMUNICATIONS, INC. and CRICKET NEBRASKA PROPERTY COMPANY, its wholly-owned subsidiary (collectively, "Assignor"), and MOUNTAIN UNION TELECOM, LLC ("Assignee"), in connection with that certain Purchase and Sale Agreement by and between Assignee and Cricket Communications, Inc., on behalf of itself and its wholly-owned subsidiaries, dated as of March 11, 2005 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

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In consideration of these premises and of the mutual promises, agreements and covenants of the parties contained herein, and to facilitate the performance of the Agreement, it is agreed as follows:

1. Assignor Certification. Assignor represents, certifies, and warrants to Assignee that, except as disclosed by Assignor to Assignee in the Agreement or otherwise in writing prior to the date hereof, it has no knowledge of the presence of any Claims (except for the Permitted Liens, as defined in the Agreement) with respect to the Site or the Ground Lease, as defined below, related to any periods on or prior to the Closing Date. As used herein, "Claim" means any action, suit, proceeding, liability (whether potential or actual), claim, investigation (whether pending or otherwise), judgment, or demand of any kind or nature.
2. Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to that certain Site Lease With Option dated as of September 28, 2001, as amended by that certain Addendum of even date therewith, a copy of which (with rent provisions redacted) is attached hereto and incorporated herein as "Exhibit A" (the "Ground Lease" herein), together with all of Assignor's right, title and interest in and to all Easements, rights-of-way and similar rights that provide access/egress for vehicles, pedestrians, utilities and the like to/from the property that is the subject of the Ground Lease. In accordance with Section 15(a) of the Ground Lease, prior to the date of this Assignment, Assignor provided the lessor with written notice of Assignor's intention to assign the Ground Lease to Assignee. Concurrently with this Assignment, Assignor and Assignee shall

Relis


send a supplemental notice of the Assignment to the lessor in the form attached hereto as Exhibit "B."

3. Assumption. Assignee, on and as of the Closing Date, unconditionally assumes and agrees to pay, perform and discharge when due, upon the terms and subject to the conditions of the Agreement, each and all of the Assumed Liabilities, as defined in Section 2.3(a) of the Agreement, with respect to the Ground Lease to the extent that the same arise on or after the Closing Date. Assignor shall remain responsible for all liabilities with respect to the Ground Lease prior to the Closing Date, and shall, at all times prior and subsequent to the Closing Date, continue to be responsible for all liabilities pertaining to the Ground Lease, if any, that are not included in the Assumed Liabilities.
4. Assignor's Covenant of Cooperation. Assignor warrants that it will take such further actions and execute such further instruments as Assignee may reasonably request from time to time to perfect Assignor's assignment of the foregoing Ground Lease to Assignee.
5. Assignee's Covenant of Cooperation. Assignee warrants that it will take such further actions and execute such further instruments as Assignor may reasonably request from time to time consistent with the final transfer of the Ground Lease to Assignee.
6. Counterparts. This Assignment may be executed in counterparts, each of which, when taken together, shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Site Lease With Option as of the day and year first above written.


MOUNTAIN UNION TELECOM, LLC
("Assignee")

By: 
David E. Weisman
President

STATE OF VIRGINIA)
COUNTY OF ALEXANDRIA) ss.

On October 25 2005, before me, Wendy H. Maldonado
Notary Public, personally appeared **David E. Weisman** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.


Notary Public

[SEAL]



IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Site Lease With Option as of the day and year first above written.

CRICKET COMMUNICATIONS, INC.
(together with Cricket Nebraska Property Company, "Assignor")

By: Stefan C. Karnavas
Stefan C. Karnavas
Vice President

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On October 27, 2005, before me, Mary Elizabeth Ferris, Notary Public, personally appeared **Stefan C. Karnavas** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Mary Elizabeth Ferris
Notary Public

[SEAL]



EXHIBIT "A" TO ASSIGNMENT AND ASSUMPTION AGREEMENT
GROUND LEASE AGREEMENT WITH RENT PROVISIONS REDACTED

[See attached.]

5. Renewal.

(a) Lessee shall have the right to extend this Lease for five (5) additional, five-year terms ("Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be increased by _____ percent () of the Rent paid over the preceding term.

(b) This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease.

6. Interference. Lessee shall not use the Premises in any way which interferes with the use of the Property by Lessor, or lessees or licensees of Lessor, with rights in the Property prior in time to Lessee's (subject to Lessee's rights under this Lease, including without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements; Utilities; Access.

(a) Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, global positioning system antennas, tower and base, equipment shelters and/or cabinets and related cables and utility lines (collectively the "Communications Facility"). The Communications Facility shall initially be configured as set forth in the attached Exhibit C. Lessee shall have the right to replace or upgrade the Communications Facility at any time during the term of this Lease. Lessee shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Communications Facility shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Communications Facility at any time during and upon termination of this Lease.

(b) The final plans and precise location of the Communications Facilities shall be subject to approval by Lessor which shall not be unreasonably withheld, conditioned or delayed. Approval will be given by Lessor to Lessee by signing and returning to Lessee a copy of the final plans within five (5) business days after they are given to Lessor.

(c) Lessee, at its expense, may use any and all appropriate means of restricting access to the Communications Facility, including, without limitation, the construction of a fence.

(d) Lessee shall, at Lessee's expense, keep and maintain the Communications Facility now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear and casualty excepted.

(e) Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service. Lessee shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not

installed, Lessee shall pay the periodic charges for all utilities attributable to Lessee's use. Lessor shall diligently correct any variation, interruption or failure of utility service.

(f) As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee an easement in, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, which include, but are not limited to, the installation of power and telephone service cable, and to service the Premises and the Communications Facility at all times during the Initial Term of this Lease or any Renewal Term (collectively, "Easement"). The Easement provided hereunder shall have the same term as this Lease.

(g) Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

(a) upon thirty (30) days written notice by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

(b) upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30)-day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30)-day period;

(c) immediately if Lessee notifies Lessor of unacceptable results of any title report, environmental or soil tests prior to Lessee's installation of the Communications Facility on the Premises, or if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Communications Facility or Lessee's business;

(d) upon thirty (30) days written notice by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons;

(e) immediately upon written notice by Lessee if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, without limitation, a take back of channels or change in frequencies;

(f) immediately upon written notice by Lessee if the Premises or the Communications Facility are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Communications Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Communications Facility are restored to the condition existing immediately prior to such damage or destruction; or

(g) at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Taxes. Lessee shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Lessor shall pay any real property taxes or other fees and assessments attributable to the Property. In the event that Lessor fails to pay any such real property taxes or other

fees and assessments, Lessee shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease.

10. Insurance and Subrogation.

(a) Lessee shall provide Commercial General Liability Insurance in an aggregate amount of One Million and No/100 Dollars (\$1,000,000.00). Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain.

(b) Lessor and Lessee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

11. Hold Harmless. Lessee agrees to hold Lessor harmless from claims arising from the installation, use, maintenance, repair or removal of the Communications Facility, except for claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

<u>If to Lessee, to:</u>	<u>With a copy to:</u>	<u>If to Lessor, to:</u>
Cricket <u>Nebraska</u> Property Company Attn: Property Manager Telephone: 918-524-5616 Fax: 918-524-5610	Cricket Communications, Inc., 10307 Pacific Center Court, San Diego, CA 92121 Attention: Legal Department Telephone: (858) 882-6000 Fax: (858) 882-6080	JNP INVESTMENTS, LLC P.O. Box 29471 LINCOLN, NE 68529 Telephone: (402) 466-6602 Fax: (402) 466-1575

13. Quiet Enjoyment, Title and Authority. Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental law, with respect to all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims

resulting from Actions on the Property not by Lessor or Lessee prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing.

(a) Lessee may assign this Lease and any Easement granted herein upon written notice to Lessor. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder. Lessee may sublease the Premises, upon written notice to Lessor.

(b) Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Communications Facility, and may assign this Lease and the Communications Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees interests in this Lease are subject to all of the terms and provisions of this Lease. In such event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after its receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Lessee or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the Easement granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent.

18. Miscellaneous.

(a) The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

(b) Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

(c) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

(d) Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit D) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees, upon request of Lessee, to obtain and furnish to Lessee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably

acceptable to Lessee. Lessee may obtain title insurance on its interest in the Premises. Lessor agrees to execute such documents as the title company may require in connection therewith.

(e) This Lease shall be construed in accordance with the laws of the state in which the Property is located.

(f) If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

(g) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

(h) This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

(i) All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property), and Exhibit C (Description of Communications Facility), may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A, B or C, as the case may be, which may have been attached hereto in preliminary form, may be replaced by Lessee with such final, more complete exhibit(s). The terms of all Exhibits are incorporated herein for all purposes.

(j) If Lessor is represented by any broker or any other leasing agent, (collectively, "Broker") Lessor is responsible for all commission fee or other payment to such Broker, and agrees to indemnify and hold Lessee harmless from all claims by such broker or anyone claiming through such broker. If Lessee is represented by any broker or any other leasing agent, Lessee is responsible for all commission fee or other payment to such Broker, and agrees to indemnify and hold Lessor harmless from all claims by such broker or anyone claiming through such broker.

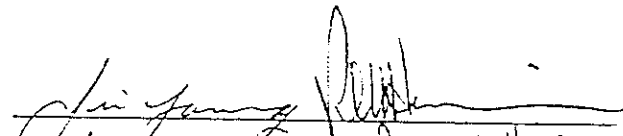
LESSOR:

By:

Printed Name:

Its:

Date:


Paul N. Heimann

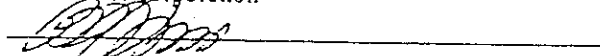
LESSEE: Cricket Nebraska Property Company,
a Delaware corporation

By:

Printed Name:

Its:

Date:


Billy J. Leonard
Regional Network Director
10/01/01

ADDENDUM TO SITE LEASE WITH OPTION
[Additional Terms]

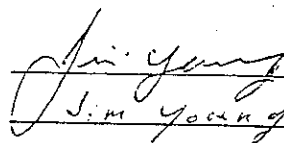
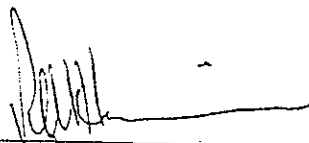
In the event of conflict or inconsistency between the terms of this Addendum and the Lease, the terms of the Addendum shall govern and control. All capitalized terms shall have the same meaning as in the Lease.

LESSOR:

By:

Printed Name:

Its:


Jim Young

PAUL N. Heiman

LESSEE:

Nebraska
Cricket Property Company,
a Delaware corporation

By:

Printed Name:

Its:




Billy J. Leonard
Regional Network Director

EXHIBIT A
LEGAL DESCRIPTION OF LESSOR'S PROPERTY

To the Site Lease with Option dated ____ 2001, between JNP Investments, LLC as Lessor, and Cricket Nebraska Property Company, a Delaware corporation, as Lessee. 

City: LINCOLN

State: NEBRASKA

County: LANCASTER

The Property of which the Premises are a part is legally described as follows:

~~Lots Seven (7), Eight (8) and Nine (9), Block Seven (7), Ackerman's Addition to Havelock, Lincoln, Lancaster County, Nebraska.~~

EXHIBIT B
DESCRIPTION OF PREMISES

To the Site Lease with Option dated _____, 2001, between JNP INVESTMENTS, LLC as Lessor, and Cricket Nebraska Property Company, a Delaware corporation, as Lessee.

The location of the Premises within the Property together with access, ingress, egress, easements and utilities are more particularly depicted as follows:

Lessor _____
Lessee _____

EXHIBIT C

DESCRIPTION OF COMMUNICATIONS FACILITIES

To the Site Lease with Option dated _____, 2001, between JNP INVESTMENTS, LLC as Lessor, and Cricket Nebraska Property Company, a Delaware corporation, as Lessee.

Site Plan and Equipment

Approximately 1,600 square feet of ground space of that property described in Exhibit A including, but not limited to the following:

- One 120' ft. monopole tower
- PCS antennas, microwave and GPS equipment
- Five BTS Radio Equipment cabinets
- One power panel
- One telco box

EXHIBIT D

MEMORANDUM OF LEASE AND OPTION

To the Site Lease with Option dated ____, 2001, between JHP INVESTMENTS, LLC as Lessor, and Cricket Nebraska Property Company, a Delaware corporation, as Lessee.

[Handwritten signature]

After recording, please return to:
Cricket Regional Property Manager

Memorandum of Lease and Option
Between JNP INVESTMENTS, LLC ("Lessor")

and Cricket Nebraska Property Company, a Delaware corporation ("Lessee")

A Site Lease with Option ("Lease") by and between JNP INVESTMENTS, LLC ("Lessor") and Cricket Nebraska Property Company, a Delaware corporation ("Lessor") was made regarding a portion of the following property:

See Attached Exhibit "A" incorporated herein for all purposes

The Option is for a term of ~~twelve (12)~~ ^{SIX (6)} month after date of Lease, with up to one additional ~~twelve (12)~~ ^{SIX (6)} month renewal ("Optional Period").

The Lease is for a term of five (5) years and will commence on the date as set forth in the Lease (the "Commencement Date") and shall terminate at midnight on the last day of the month in which the fifth anniversary of the Commencement Date shall have occurred. Tenant shall have the right to extend this Lease for five (5) additional five-year terms.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum effective as of the date of the last party to sign.

LESSOR:

By:

Printed Name:

Its:

Jim Young
Jim Young Yan M. Heimon

LESSEE:

Cricket Nebraska Property Company,
a Delaware Corporation

By:

Printed Name:

Its:

Billy J. Leonard
Billy J. Leonard
Regional Network Director

STATE OF NEBRASKA)

COUNTY OF LANCASTER)

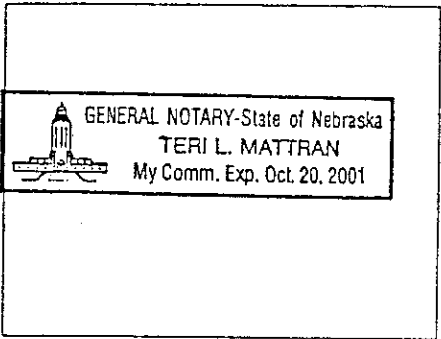
) ss.

This instrument was acknowledged before me on 9-28-01 by Jim Young and Paul M. Heiman

Dated: 9-28-01

Teri L. Mattian

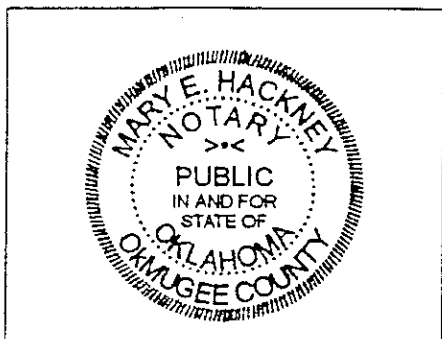
Notary Public
Print Name TERI L. MATTIAN
My commission expires 10-20-01



STATE OF Oklahoma)
) ss.
COUNTY OF Cimarron)

I certify that I know or have satisfactory evidence that ^{Barry S.} Levin is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Regional Network Director of Cricket ^{Inc.} Property Company, a Delaware corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-1-01



Mary E. Hackney
Notary Public
Print Name Mary E. Hackney
My commission expires 8-27-2005

EXHIBIT A
Legal Description

The Property is legally described as follows:

~~Lots Seven (7), Eight (8) and Nine (9), Block Seven (7), Ackerman's Addition to Havelock, Lincoln,
Lancaster County, Nebraska.~~

Lot 2, Simonds Subdivision,
Lincoln, Lancaster County, Nebraska. JF

EXHIBIT "B" TO ASSIGNMENT AND ASSUMPTION AGREEMENT
FORM OF SUPPLEMENTAL NOTICE OF ASSIGNMENT

[See attached.]

October 31, 2005

Via Certified Mail

Re: [SITE NAME]
Communications Tower Located At _____

Hello,

On October 31, 2005, Mountain Union Telecom, LLC, and its related entities acquired a number of communications towers and related assets from Cricket Communications, Inc., or certain of its wholly-owned subsidiaries. The referenced tower, located on your property, was part of the sale. A copy of the Assignment and Assumption Agreement regarding this transaction is attached for your records.

Please direct all future inquires or correspondence regarding the above site to:

Mountain Union Telecom, LLC
301 North Fairfax Street, Suite 101
Alexandria, VA 22314
[Telephone: 703-535-3009, Fax: 703-535-3051]

Further, please make note of the following contact information should you need to reach a Mountain Union Telecom representative:

Area	Contact Name	Telephone Number
Regional Director, Western Region	Jerry Lindquist	415-451-3460
Accounting – Corporate	Alamea Green	888-748-3647
Legal & Lease Administration – Corporate	Deborah J. Nemeth	888-748-3647
24-Hour Customer Service		888-748-3647

October 31, 2005

Page 2

You will receive your first payment from Mountain Union Telecom approximately August 1st, which covers the month of August, 2005. Thereafter, you can expect to receive monthly payments near the first day of each month. If you prefer payments to be deposited *automatically*, we encourage you to execute the enclosed ACH form and return it to Mountain Union by mail to our accounting office. ACH forms may also be forwarded via fax or email to expedite processing.

We also enclose a W-9 Form, which must be completed and returned to us before you August rent can be properly processed and promptly paid. We enclose a self-addressed envelope for your use in forwarding the attached forms to Mountain Union.

A Certificate of Insurance on the site is also enclosed for your records.

Thank you for your attention and assistance during this transition. We at Mountain Union Telecom look forward to a successful, mutually beneficial relationship.

Yours very truly,

MOUNTAIN UNION TELECOM, LLC

David E. Weisman
President

Authorized and Approved by:

Cricket Communications, Inc.

By: _____

Enclosures:

Certificate of Insurance

Assignment of Lease

ACH Form (For execution and return)

W-9 Form (For execution and return)