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FILED
CASS COUNTY, NE.

2005 APR 18 AM 11: 25

BRUCE G. MUEGG
PATRICIA WEISINGER
REGISTER OF DEEDS

2262 4100

COMPARED

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

This Assignment and Assumption of Leases ("Assignment") is made as of the 4th 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 (successor in interest to TW WIRELESS, L.L.C.), 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:

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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Cass County, NE

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. Wilton 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

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Cass County, NE

STATE OF Colorado
City & COUNTY OF Denver

The foregoing instrument was acknowledged before me this 4 day of March, 2005 by ^{Thomas J. Wilken} ~~Thomas J. Wilken~~ as Vice President - Corporate Development of Quest Services, the sole member of Quest Wireless, L.L.C. ~~Quest Wireless, L.L.C.~~, a Delaware limited liability company, on behalf of the limited liability company.

Patricia E. Wilken
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, 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: _____

Cass County, NE

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

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Cass County, NE

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, Midwest Area Vice President - Network of Verizon Wireless (VAW) LLC, a Delaware limited liability company, on behalf of the limited liability company.

Cynthia R. Williams
Notary Public

My Commission Expires: _____

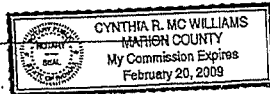


EXHIBIT "A"

The Leases

1. Site Lease Acknowledgement dated September 27, 2000, by and between Sprint Spectrum, L.P., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record in Book 56 of Miscellaneous Records, at Page 677, in the Office of the Register of Deeds of Cass County, Nebraska. (LIN034)

Situated in Cass County, State of Nebraska, and more particularly described as follows: Beginning at a point one thousand three hundred thirty-four and five tenths (1,334.5) feet North and fifty (50.0) feet East of the Southwest corner of the Southwest Quarter of Section 26, Township 12 North, Range 9 East of the 6th P.M., Cass County Nebraska; thence North along the highway right-of-way parallel to and fifty (50.0) feet East of the West line of said Southwest Quarter a distance of three hundred (300.0) feet; thence right 89° 55' in an Easterly direction a distance of three hundred thirty (330.0) feet; thence South 90° 05' parallel to the West line of said Southwest Quarter a distance of three hundred (300.0) feet; thence right 89° 55' in a Westerly direction a distance of three hundred thirty (330.0) feet to the point of beginning and containing a calculated area of 2.27 acres, more or less, but subject to all legal highways. Said tract located in the Northwest Quarter of the Southwest Quarter of Section 26, Township 12 North, Range 9 East of the 6th P.M., Cass County, Nebraska. Also known as Lot 2.

2. Site Lease Acknowledgement dated September 9, 2000, by and between Sprint Spectrum, L.P., as lessor, and Qwest Wireless, L.L.C., as lessee, a memorandum of which is of record in Book 56 of Miscellaneous Records, at Page 674, in the Office of the Register of Deeds of Cass County, Nebraska. (LIN035)

A parcel of land situated in the Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼) of Section 16, Township 12 North, Range 10 East of the Sixth Principal Meridian, Cass County, Nebraska, bounded and described as follows:

Commencing at the Northeast corner of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼);

Thence along the Northerly line of said Northeast Quarter of the Northwest Quarter (NE ¼ NW ¼), South 85° 55' 20" West, 165.59 feet;

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#2062

Thence South 04° 04' 40" East, 48.97 feet to the true point of beginning;

Thence continuing South 04° 04' 40" East, 30.00 feet;

Thence South 85° 55' 20" West, 40.00 feet;

Thence North 04° 04' 40" West, 30.00 feet;

Thence North 85° 55' 20" East, 40.00 feet to the true point of beginning.

Said Parcel contains an area of 1200 square feet (0.028 acres) more or less.