



This document was prepared by and upon recording return to:

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Cross Reference: see Exhibit B attached

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 1st day of ~~September~~ ^{November}, 2000, by and between **CHICAGO SMSA LIMITED PARTNERSHIP**, an Illinois limited partnership, with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), grantor for indexing purposes, and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"), grantee for indexing purposes. All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporation, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease or a memorandum thereof is evidenced of record as more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

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

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WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has as of this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms,

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conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

[remainder of page intentionally left blank; signature pages
for both Assignor and Assignee follow]

Property of Cook County Clerk's Office

Signature Page for Assignment and Assumption Agreement

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

ASSIGNOR:

CHICAGO SMSA LIMITED PARTNERSHIP, an Illinois limited partnership

By: Cellco Partnership, a Delaware general partnership, its general partner

By: [Signature]
Name: _____

Title: KEITH A. SURRATT

ACTING EXECUTIVE VICE PRESIDENT AND CTO

[Seal]

ACKNOWLEDGMENT

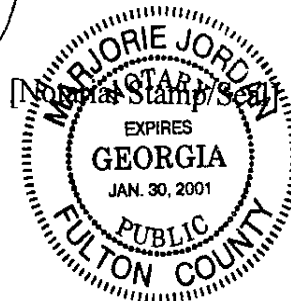
STATE OF GEORGIA)
COUNTY OF FULTON)

I, Marjorie Jordan, a Notary Public in and for said County in the State aforesaid, do hereby certify that KEITH A. SURRATT, personally known to me to be the ACTING EXECUTIVE VICE PRESIDENT AND CTO of Cellco Partnership, a Delaware general partnership, as general partner of Chicago SMSA Limited Partnership, an Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2000

[Signature]
Notary Public

My Commission expires: JANUARY 30, 2001



Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a Delaware limited liability company

By: [Signature]
Name: HOLLY ERNST GROSCHNER
Title: Assistant Secretary

Property of County Clerk's Office

ACKNOWLEDGMENT

STATE OF GEORGIA)
COUNTY OF FULTON)

I, Marjorie Jordan, a Notary Public in and for said County in the State aforesaid, do hereby certify that HOLLY ERNST GROSCHNER, personally known to me to be the Assistant Secretary of Crown Castle GT Company LLC (the "Company"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, he/she signed and delivered the said instrument as his/her free and voluntary act and as the free and voluntary act and deed of the Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of August, 2000.

[Signature]
Notary Public

My Commission expires:
JANUARY 30, 2001

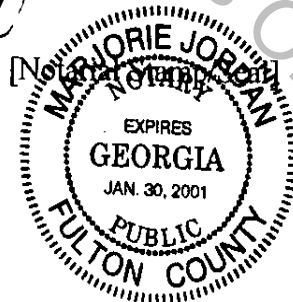


EXHIBIT "A"
(IL0474 - Northfield)

A parcel of land located within that part of Lot F in Lake Avenue Farms Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded on January 25, 1946 as Document No. 13705246 and amended by Certificate of Correction recorded on March 7, 1946 as Document No. 13735864, described as follows:

Beginning at the Northwest corner of said Lot F; thence S 89°47'28" E along the North line of said Lot F, a distance of 41.75 feet to the Westerly right-of-way line, as monumented, of the Tri-State Tollway (Interstate Highway Route No. 294); thence Southerly along said Westerly right-of-way line, as monumented, being along a curve to the left having a radius of 5663.93 feet and a chord bearing of S 05°00'30" E an arc distance of 33.14 feet to a line that is 33.00 feet South of (measured perpendicular thereto) and parallel with the North line of aforesaid Lot F; thence N 89°47'28" W along said parallel line, 44.76 feet to the West line of said Lot F; thence N 00°12'32" E, along said West line, 33.00 feet to the Point of Beginning, containing 1,426.93 square feet, in Northfield Township, Cook County, Illinois.

TOGETHER WITH all right, title and interest of grantor in and to the following Access Easement:

A parcel of land located within that part of Lot F in Lake Avenue Farms Subdivision, being a subdivision in the Northwest Quarter of Section 29, Township 42 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded on January 25, 1946 as Document No. 13705246 and amended by Certificate of Correction recorded on March 7, 1946 as Document No. 13735864, described as follows:

Commencing at the Northwest corner of said Lot F; thence S 00°12'32" W along the West line of said Lot F, a distance of 33.00 feet; thence S 89°47'28" E parallel with the North line of said Lot F, a distance of 18.60 feet for the Point of Beginning; thence continuing S 89°47'28" E along said parallel line, 12.00 feet; thence S 00°12'32" W perpendicular to the last described course 12.96 feet; thence S 45°12'32" W a distance of 17.01 feet; thence N 89°47'28" W parallel with the aforesaid North line of Lot F a distance of 18.57 feet to the aforesaid West line of Lot F; thence N 00°12'32" E along said West line 12.00 feet; thence S 89°47'28" E parallel with the North line of said Lot F a distance of 13.60 feet; thence N 45°12'32" E a distance of 7.07 feet to a line that is perpendicular to the North line of said Lot F and passes through the Point of Beginning; thence N 00°12'32" E along said perpendicular line 7.99 feet to the Point of Beginning, containing 463.21 square feet, in Northfield Township, Cook County, Illinois.

Common Address: The North 33 feet of Lot F in Lake Avenue Farms Subdivision, Northbrook, Illinois

Property Identification No.: 04-29-100-097

EXHIBIT A-1

Site Lease Description

Lease Instrument dated Ground Lease Agreement by LaSalle National Bank as Trustee under Trust No. 46572, as Lessor and Chicago SMSA Limited Partnership (as Lessee, as the same may have been heretofore amended or assigned).

Property of Cook County Clerk's Office

EXHIBIT B

Recording Information of Site Lease

Document(s) of record in COOK, Illinois Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
05/09/96			96-354523

Property of Cook County Clerk's Office

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

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EXHIBIT D

Assignor's Equipment

That certain equipment described and located as follows:

Antenna(s)

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>TIP Height</u>
Decibel	DB871H83X	?	50
Decibel	DB871H83X	0.00	50
Decibel	DB871H83X	?	50
Decibel	DB871H83X	0.00	50

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
		70	

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.

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

LESSEE:

CHICAGO SMSA LIMITED PARTNERSHIP, an
Illinois limited partnership

By: Cellco Partnership, a Delaware general
partnership, its general partner

By: /s/ Richard J. Lynch
Name: Richard J. Lynch
Title: EVP and CTO

LESSOR:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: /s/ Holly Ernst Groschner
Name: Holly Ernst Groschner
Title: Assistant Secretary