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When Recorded Return to:

Lawyers Title Insurance Corp.\CLSS
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

Prepared by:

GTP Infrastructure I, LLC
750 Park of Commerce Blvd., Suite 300
Boca Raton, FL 33487

118 71386

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is entered into as of February 17, 2010, by and between ARIZONA NEVADA TOWER CORPORATION, a Nevada corporation ("Assignor") and GTP Infrastructure I, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH

WHEREAS, Assignor and Global Tower, LLC ("Global") have entered into a certain Asset Purchase Agreement dated as of September 29, 2009 (the "Purchase Agreement", with capitalized terms used herein without definition having the meanings set forth therein), which provides for the purchase by Global from Assignor of the Tower Assets; and

WHEREAS, Global has assigned all of its right, title and interest in and to the Purchase Agreement to Assignee; and

WHEREAS, the Purchase Agreement requires that Assignor assign to Assignee all of Assignor's right, title, and interest as tenant in the real property lease described on Exhibit A (the "Lease") to Purchaser in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter and in the Purchase Agreement set forth, and good and other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties hereto and in the Purchase Agreement and agree each with the other as follows:

1. Assignment of Lease. Assignor has bargained, assigned, transferred, sold and conveyed, and by these presents does hereby bargain, assign, transfer, sell and convey unto Assignee, its successors and assigns, all of the right, title, claims, and interests of Assignor as tenant in and under the Lease, effective as of the date of execution and delivery of this Assignment, TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, for and during all the rest, residue and remainder of



GTP Site ID: _____
GTP Site Name: _____

the terms of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein. Together with (a) such rights of way and easement on, over, under, across and through the adjoining lands of landlord or of record, extending from Premises to the nearest convenient public road and of standard vehicular width as shall be necessary for ingress and egress to and from the real property being leased under the Lease; and (b) such other rights of way and/or easements, if applicable to run guy wires to such points on landlord's land to properly support towers and install anchors to secure said guy wires.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the assignment of the Lease and expressly assumes and covenants in favor of Assignor to discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences from and after the Closing Date.

3. Purchase Agreement Controls. Nothing in this Assignment shall be deemed to expand or diminish the scope of the rights of any party to the Purchase Agreement that are contained in the Purchase Agreement. If there is conflict or an apparent conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Counterparts; Facsimile Signatures. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument. Facsimile, PDF or electronic signatures on this Assignment shall be deemed to be original signatures.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Signature pages follow]

GTP Site ID: _____
GTP Site Name: _____

[Assignor Signature page to Assignment and Assumption of Ground Lease]

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

Assignor:

ARIZONA NEVADA TOWER CORPORATION

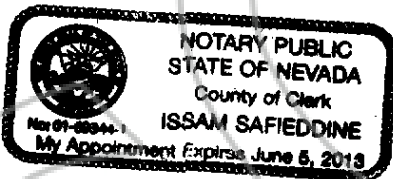
By: [Signature]
Name: George Lee
Title: President

STATE OF: Nevada

COUNTY OF: Clark

I, Issam Safieddine, a Notary Public of Clark County and State of Nevada, do hereby certify that George Lee personally came before me and acknowledged that he/she is President of ARIZONA NEVADA TOWER CORPORATION, a Nevada corporation and that as President, being authorized to do so, executed the foregoing instrument on behalf of said corporation.

Witness my hand and official stamp or seal this 17th day of Feb, 2010.



[NOTARY SEAL]

[Signature]
Notary Public
Print Name: Issam Safieddine
My Commission Expires: June 5-2013



GTP Site ID: _____

GTP Site Name: _____

[Assignee Signature page to Assignment and Assumption of Ground Lease]

Assignee:

GTP INFRASTRUCTURE I, LLC
a Delaware limited liability company

By: *M.C.G.*

Name: Marc C. Ganzi

Title: Chief Executive Officer

STATE OF: FLORIDA

COUNTY OF: PALM BEACH

I, the undersigned, a Notary Public of Palm Beach County and State of Florida, do hereby certify that Marc C. Ganzi personally came before me and acknowledged that he is Chief Executive Officer of GTP Infrastructure I, LLC, a Delaware limited liability company, and that as Chief Executive Officer, being authorized to do so, executed the foregoing instrument on behalf of said limited liability company.

Witness my hand and official stamp or seal this 19th day of February, 2010.

NOTARY PUBLIC-STATE OF FLORIDA
Anushka Fromer
Commission # DD713973
Expires: SEP. 11, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

[NOTARY SEAL]

Anushka Fromer

Notary Public

Print Name: _____

Anushka Fromer

My Commission Expires: _____



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GTP Site ID: NV-5079
GTP Site Name: Coyote Springs

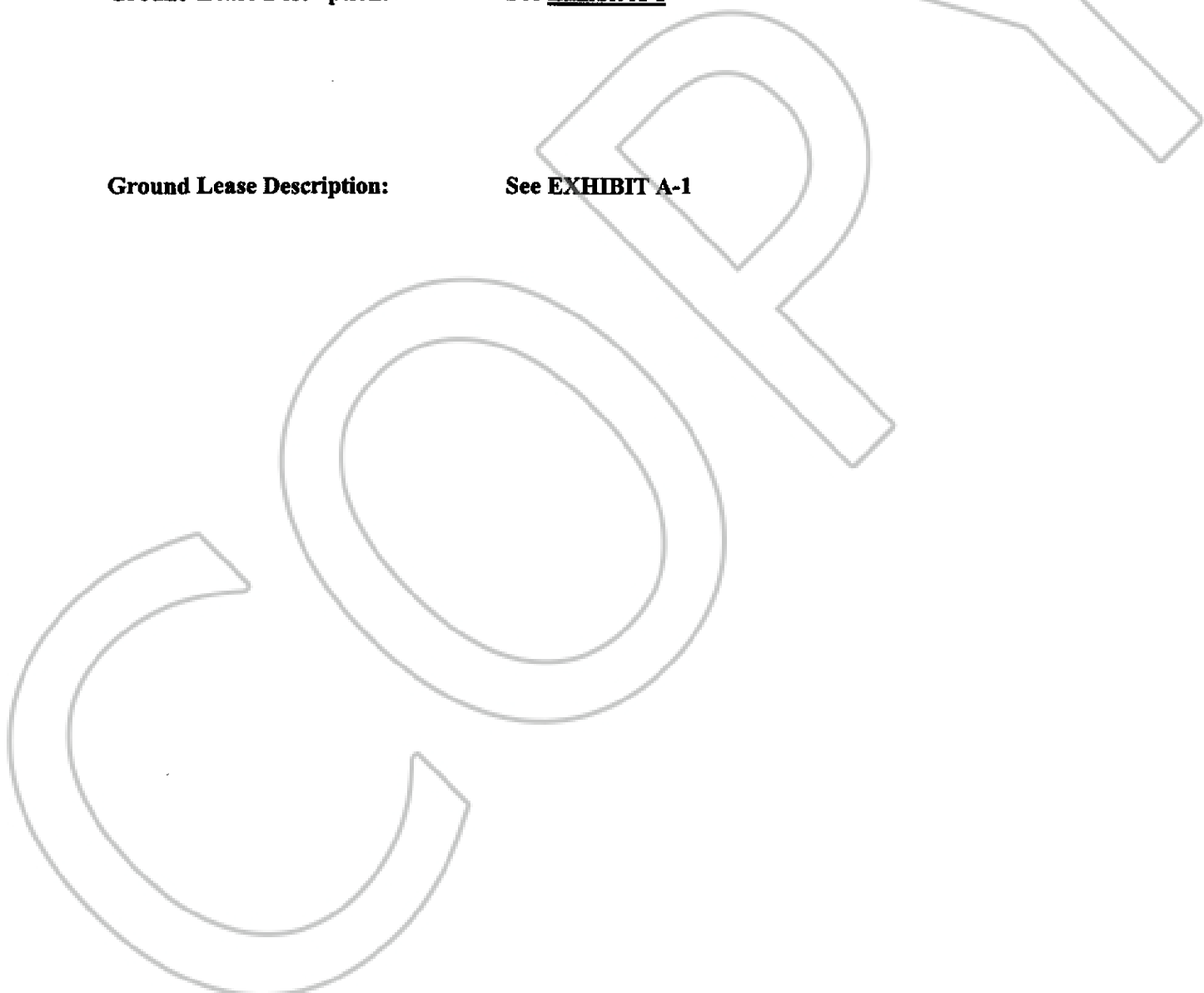
EXHIBIT A

GTP Site ID:
GTP Site Name:
Landlord Name:
Original Tenant Name:
Lease Exe Date:
Ground Lease Description:

NV-5079
Coyote Springs
Bureau of Land Management, Department of the Interior
Arizona Nevada Tower Corporation
July 16, 2007
See Exhibit A-1

Ground Lease Description:

See EXHIBIT A-1





GTP Site ID: NV-5079
GTP Site Name: Coyote Springs

EXHIBIT A-1
Legal Description

County of Lincoln, State of Nevada: T12S, R.63E, Sec. 7, NW ¼ NW ¼ SE ¼

