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ASSIGNMENT AND ASSUMPTION OF LEASE

NORA TOWER

This Assignment and Assumption of Lease (this "Assignment") is made effective the 12 day of December, 2003 ("Effective Date"), by and between **VERTICAL REALESTATE, INC.**, an Indiana corporation ("**Assignor**"), and **LATTICE COMMUNICATIONS, LLC**, a Delaware limited liability company ("**Assignee**"), under the following circumstances:

A. Assignor is the "Lessee" under that certain lease and any amendments thereto (the "Lease), by and between Assignor and the Civil Township of Washington, Marion County, Indiana (whether one or more, "**Landlord**") in connection with certain premises, as more particularly described in the Memorandum of Lease attached hereto as Exhibit A (the "Leased Premises").

B. Assignor desires to assign all of Assignor's right, title, interest and obligations in and to the Lease to Assignee under the terms and conditions set forth hereunder.

C. Assignee desires to be assigned all of Assignor's right, title and interest in the Lease and to assume Assignor's obligations thereunder.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. Assignor, for and in consideration of One Dollar ($1.00) and other valuable consideration paid in hand by Assignee, hereby assigns all of its right, title and interest in and to the aforementioned Lease for the remaining term thereof to Assignee, its successors and assigns.

2. Assignee accepts the foregoing assignment and, in consideration of the Assignment, hereby agrees for itself, its successors and assignees that it will faithfully perform, discharge and fulfill all of Assignor's obligations under the Lease, including the obligation to pay rent to Landlord as described therein.

3. Assignor indemnifies and agrees to hold Assignee harmless from all fees, charges, expenses, liabilities, claims, costs, damages and other liabilities of any kind or nature, including all reasonable attorney fees, which Assignee pays or incurs in connection with obligations arising out of or in any way connected with circumstances which occurred prior to or on the Effective Date.

4. Assignee indemnifies and agrees to hold Assignor harmless from all fees, charges, expenses, liabilities, claims, costs, damages and other liabilities of any kind or nature, including all reasonable attorney fees, which Assignor pays or incurs in connection with obligations arising out of or in any way connected with circumstances which occurred after the Effective Date.

[redacted]

6. This Assignment may be executed in counterparts, and all such executed counterparts shall constitute the same document.

12/26/03 09:37AM NANDA MARTIN MARION CTY RECORDER DJS 22.00 PAGES: 7
Inst # 2003-0273524
12/26/03 09:37AM NANDA MARTIN MARION CTY RECORDER DJS 22.00 PAGES: 7

The parties have executed this Assignment as of the date set forth above.

Assignor:

VERTICAL REALESTATE, INC.,
an Indiana corporation

By: Jack Buck
Name: Jack Buck
Its: President

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was signed, sworn to and acknowledged before me this 11th day of December 2003 by Jack Buck, President of Vertical RealEstate, Inc., an Indiana corporation, on behalf of the corporation.

Notary Public
Commission Expires: September 4, 2006

NOTARY PUBLIC STATE OF OHIO

CATHERINE E. WINTERS
Notary Public, State of Ohio
My Commission Expires
September 4, 2006

(Signatures Continued On Next Page)

IMAGE/COPY PROPERTY OF MARION COUNTY FOR RESALE, IC 36-2-7-10

Assignee:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: R. Dean Meiszer
Name: R. Dean Meiszer
Its: Chief Executive Officer

STATE OF Ohio)
) ss:
COUNTY OF Hamilton)

The foregoing instrument was signed, sworn to and acknowledged before me this 11th day of January 2003 by R. Dean Meiszer, the Chief Executive Officer of Lattice Communications, LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public
Commission Expires: September 4, 2006

NOTARY PUBLIC STATE OF OHIO

CATHERINE E. WINTERS
Notary Public, State of Ohio
My Commission Expires
September 4, 2006

This instrument was prepared by:
Suzanne C. McNabb, Esq.
Dinsmore & Shohl LLP
1900 Chemed Center
255 East Fifth Street
Cincinnati, OH 45202
phone: 513-977-8200
fax: 513-977-8141

NOBA

(4)

Exhibit A

(10)

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into as of the 19 day of January, 1999, by and between the Civil Township of Washington, Marion County, Indiana, ("Lessor") and Vertical RealEstate, Inc., an Indiana corporation ("Lessee") under the following circumstances:

WITNESSETH:

WHEREAS, Lessor and Lessee entered into, as of the 3rd day of December, 1998, a Land Lease and Easement Agreement comprised of sixteen (16) pages, including exhibits ("Lease").

NOW, THEREFORE, the parties agree as follows:

1. Lessor, in consideration of the covenants, terms, and conditions contained in the Lease, does hereby lease to Lessee all of the real property and easements and appurtenances pertaining thereto located in Marion County, Indiana, which real property is more particularly described in the legal description attached hereto as Exhibit A (the "Property").

2. The initial term on the Lease is for a period of five (5) years commencing on January ___, 1999. The term of the Lease shall automatically renew for five (5) additional, successive and consecutive periods of five (5) years each ("Renewal Terms"), subject to termination by Lessee in accordance with the terms of the Lease. The Property may be used by Lessee for the purpose of installing, constructing and maintaining a communications tower, equipment, and storage buildings on the Property and leasing space on the tower to third parties engaged in the communications business.

3. Although this Memorandum of Lease does not include all of the terms and provisions of the Lease, constructive knowledge of all such terms and provisions is provided hereby and any person or entity interested in the Property shall be deemed to have actual knowledge thereof and the duty to inquire regarding the specific terms and conditions of the Lease. Nothing contained herein shall be deemed to amend or modify the Lease in any way whatsoever and, in the event of any inconsistency between the terms of the Lease and this Memorandum of Lease, the terms and provisions of the Lease shall supersede and control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year set forth above.

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01/19/99 09:13AM WANDA MARTIN MARION CTY RECORDER CJP 15.00 PAGES: 4

Inst # 1999-0009698

LESSOR:

CIVIL TOWNSHIP OF WASHINGTON,
MARION COUNTY, INDIANA

By: _____
Gwendolyn M. Horth, Trustee

LESSEE:

VERTICAL REALESTATE, INC.

By: _____
Jack Buck, President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, the undersigned, a Notary Public in and for said county and state, this 18 day of January, 1999, personally appeared Gwendolyn M. Horth, known to me to be the Trustee of the Civil Township of Washington, Marion County, Indiana, and acknowledged the execution of the above and foregoing Memorandum of Lease to be her voluntary act and deed on behalf of the Township for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

1-22-99

_____
Notary Public's Signature

Diane Cope
Notary Public's Printed Name

Resident of Hendricks County, Indiana.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 12th day of January, 1998, personally appeared Jack Buck, the President of Vertical RealEstate, Inc., and acknowledged the execution of the above and foregoing Memorandum of Lease to be his voluntary act and deed on behalf of said corporation for the uses and purposes therein set forth.

WITNESS my hand and notarial seal.

My Commission Expires:

Aug. 31, 2001

Notary Public's Signature

DAVID R. STEINER
Notary Public's Printed Name

Resident of ALLEN County, Indiana.

THIS INSTRUMENT prepared by David R. Steiner, Attorney at Law, Barrett & McNagny, 215 East Berry Street, P.O. Box 2263, Fort Wayne, Indiana 46801-2263.

When Recorded Return to: David R. Steiner, Esq.
Barrett & McNagny
P.O. Box 2263
Fort Wayne, IN 46801-2263

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EXHIBIT A

Leasehold Estate

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at a PK Nail found at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (all bearing in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County, thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, a distance of 299.43 feet to the Point of Beginning; thence South 89 degrees 32 minutes 01 seconds East 39.14 feet; thence South 00 degrees 27 minutes 59 seconds West 2.00 feet; thence South 89 degrees 32 minutes 01 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative building; thence South 00 degrees 27 minutes 59 second West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning, containing 0.04 acre, more or less.

Access And Utility Easement

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at a PK Nail found at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (all bearing in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of the Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, a distance of 42.76 feet to the intersection of said West line and the South right of way line of East 86th Street, being also the Point of Beginning; thence continuing South 00 degrees 03 minutes 28 seconds East on said West line, 272.85 feet; thence North 89 degrees 32 minutes 01 second West 25.00 feet; thence North 00 degrees 03 minutes 28 seconds West 284.99 feet to the South right of way line of East 86th Street; thence South 63 degrees 43 minutes 58 seconds East on South right of way line, 27.89 feet to the Point of Beginning.