

This instrument was prepared by and after
recording please return to:

Jeffrey N. Plowman, Esq.
Nelson Mullins Riley & Scarborough, L.L.P.
999 Peachtree Street
Suite 1400
Atlanta, Georgia 30309

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

Cross Reference: Deed Book 305,
Page 431 [or as Instrument Number
1996-31064] Shelby County, Alabama
Records.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of the 8th day of March, 1999, by and between Powertel/Birmingham, Inc., a Missouri corporation formerly known as InterCel Birmingham MTA, Inc. (the "Assignor"), with its principal offices located at 1233 O.G. Skinner Drive, West Point, Georgia 31833, and Powertel Birmingham Towers, LLC, a Delaware limited liability company (the "Assignee"), with its principal offices located at 1233 O.G. Skinner Drive, West Point, Georgia 31833.

WITNESSETH

WHEREAS, pursuant to a transaction of even date herewith, Assignee has acquired all or a substantial portion of the telecommunications towers and certain related assets of Assignor in the States in which Assignor operates as an FCC-licensed wireless telecommunications carrier;

WHEREAS, as of the effective date of this Assignment, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire all of the right, title, and interest of Assignor in and to that certain lease, license or easement agreement more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Lease") affecting the premises described on Exhibit A-1;

Inst # 1999-28699

07/08/1999-28699
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MMS 35.50

WHEREAS, the Lease is evidenced of record by that certain Memorandum of Lease 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 the telecommunications tower and/or ground space to the lessee, tenant or licensee described in that certain lease or license agreement more particularly described on Exhibit C attached hereto and incorporated herein by this reference (herein referred to as the "Sublease");

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby unconditionally grant, sell, convey, assign, transfer, set over and deliver, all of its right, title and interest in and to the Lease and the Sublease unto Assignee, to have and to hold forever. Assignee hereby accepts such assignment and agrees to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee or tenant under the Lease, including the obligation to pay rent, and all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants as Assignor as lessor, landlord or licensor under the Sublease.

[SIGNATURES ON FOLLOWING PAGE]

Executed under seal as of the day and year first written above.

ASSIGNOR:

POWERTEL/BIRMINGHAM, INC., a
Missouri corporation

By: Jill F. Dorsey

Name: Jill F. Dorsey

Title: Vice President/General Counsel

Loretta B. L.
Witness

[CORPORATE SEAL]

ACKNOWLEDGMENT

STATE OF Georgia
COUNTY OF Fulton

I, Lovette P. Bennett, a Notary Public in and for said County, in said State, hereby certify that Jill F. Dorsey whose name as Vice President/General Counsel of Powertel/Birmingham, Inc., is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19th day of May, 1999.

Lovette P. Bennett
Notary Public

My Commission Expires: My Commission Expires Aug. 28, 2001
(Notarial Stamp/Seal)

Notary Public, Clayton County, Georgia

ASSIGNEE:

POWERTEL BIRMINGHAM TOWERS, LLC,
a Delaware limited liability company

Robert J. L.
Witness

By: *Jill F. Dorsey*
Name: Jill F. Dorsey
Title: Vice President/General Counsel

[COMPANY SEAL]

ACKNOWLEDGMENT

Georgia
STATE OF ~~ALABAMA~~
COUNTY OF *Fulton*

I, *Lovette P. Bennett*, a Notary Public in and for said County, in said State, hereby certify that Jill F. Dorsey whose name as Vice President/General Counsel of Powertel Birmingham Towers, LLC, is signed to the foregoing conveyance, and who is personally known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she as such officer, with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this *19th* day of *May*, 1999.

Lovette P. Bennett
Notary Public

My Commission Expires: *My Commission Expires Aug. 28, 2001*
(Notarial Stamp/Seal)

Notary Public, Clayton County, Georgia

Exhibit A
Ground Lease

That certain lease agreement between Kenneth R. Dennis and Carolyn R. Dennis as Landlord/Lessor and InterCel Birmingham MTA, Inc. as Tenant/Lessee, dated 08-30-96, for the tower site known as Double Mountain, located at 10991 Old Highway 280, Chelsea, Alabama.

EXHIBIT A-1

LEGAL DESCRIPTION OF EASEMENT

Double Mountain 20' Ingress/Egress & Utility Easement

An easement situated in the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

~~Commence at the Northeast Corner of the Northwest Quarter of the~~
Southeast Quarter of Section 28, Township 19 South, Range 1 West,
thence run North $89^{\circ}50'45''$ West for a distance of 298.48 feet to a point
on the south right-of-way of State Highway 280, having a prescriptive
right-of-way of 80 feet; thence with said right-of-way run South $62^{\circ}07'11''$
East for a distance of 26.59 feet to the Point of Beginning of the centerline
of as Ingress/Egress & Utility Easement that lies 10 feet either side of said
centerline as described herein; thence leaving said right-of-way run South
 $23^{\circ}48'51''$ West for a distance of 5.30 feet to a point; thence run South
 $08^{\circ}31'14''$ West for a distance of 44.16 feet to a point; thence run South
 $01^{\circ}19'20''$ East for a distance of 22.31 feet to a point; thence run South
 $30^{\circ}08'21''$ East for a distance of 27.74 feet to a point; thence run South
 $46^{\circ}51'33''$ East for a distance of 82.71 feet to a point, and also being the
terminus of easement.

EXHIBIT "A" - /

**LEGAL DESCRIPTION OF
PROPERTY**

**Double Mountain
Lease Parcel**

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Northeast Corner of the Northwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 1 West, thence run North $89^{\circ}50'45''$ West for a distance of 298.48 feet to a point on the south right-of-way of State Highway 280, having a prescriptive right-of-way of 80 feet; thence with said right-of-way run South $62^{\circ}07'11''$ East for a distance of 26.59 feet to a point; thence leaving said right-of-way run South $23^{\circ}48'51''$ West for a distance of 5.30 feet to a point; thence run South $08^{\circ}31'14''$ West for a distance of 44.16 feet to a point; thence run South $01^{\circ}19'20''$ East for a distance of 22.31 feet to a point; thence run South $30^{\circ}08'21''$ East for a distance of 27.74 feet to a point; thence run South $46^{\circ}51'33''$ East for a distance of 82.71 feet to a point; thence run South $90^{\circ}00'00''$ West for a distance of 10.00 feet to the Point of Beginning; thence run North $90^{\circ}00'00''$ East for a distance of 100.00 feet to a point; thence run South $00^{\circ}00'00''$ West for a distance of 100.00 feet to a point; thence run North $90^{\circ}00'00''$ West for a distance of 100.00 feet to a point; thence run North $00^{\circ}00'00''$ East for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

Exhibit B
Memorandum of Lease

That certain Memorandum of Lease dated 08-30-96, recorded in Book 305, Page 431 [or as Instrument Number 1996-31064] in the office of the Judge of Probate of Shelby County, Alabama Records.

Exhibit C
Co-Location Agreement

NONE

Double Mountain (287)
B-AL-059-206
~Doc# 305281.01 ~

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