

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: Instrument Number
1996-21394, 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.

W I T N E S S E T H

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 # 1999-28711

07/08/1999-28711

11:25 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

009 HNS 49.50

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

Jane D. Z
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: Notary Public, Clayton County, Georgia
My Commission Expires Aug. 28, 2001
(Notarial Stamp/Seal)

ASSIGNEE:

POWERTEL BIRMINGHAM TOWERS, LLC,
a Delaware limited liability company

[Signature]
Witness

By: [Signature]
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)

Exhibit A
Ground Lease

That certain lease agreement between Jimmy Barnes and Charles K. Acker as Landlord/Lessor and InterCel Birmingham MTA, Inc. as Tenant/Lessee, dated 07-11-96, for the tower site known as Little Oak Mountain, located at 5010 Oak Mountain, Pelham, Alabama.

EXHIBIT "A"—I

**LEGAL DESCRIPTION OF
PROPERTY**

**Little Oak Mountain
Lease Parcel**

A parcel of land situated in the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West;
thence run along said section line North 89°05'26" East for a distance of 519.51 feet to a point; thence run North 00°00'00" East for a distance of 129.94 feet to a point, said point also being the Point of Beginning; thence run North 90°00'00" West for a distance of 100.00 feet to a point; thence run North 00°00'00" East for a distance of 100.00 feet to a point; thence run North 90°00'00" East for a distance of 100.00 feet to a point; thence run South 00°00'00" West for a distance of 100.00 feet to the Point of Beginning. Said parcel contains 0.23 acres.

EXHIBIT A-1

LEGAL DESCRIPTION OF EASEMENT

Little Oak Mountain

20' Ingress/Egress & Utility Easement

An easement situated in the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 6, Township 20 South, Range 2 West;
thence run along said section line North $89^{\circ}05'26''$ East for a distance of 519.51 feet to a point; thence run North $00^{\circ}00'00''$ East for a distance of 139.94 feet to the Point of Beginning of the centerline of an Ingress/Egress Easement that lies 10 feet either side of said centerline as described herein; thence run North $90^{\circ}00'00''$ East for a distance of 20.20 feet to a point; thence run North $68^{\circ}26'00''$ East for a distance of 57.13 feet to a point; thence run North $69^{\circ}44'42''$ East for a distance of 53.74 feet to a point; thence run North $73^{\circ}21'51''$ East for a distance of 92.63 feet to a point; thence run North $65^{\circ}43'45''$ East for a distance of 71.45 feet; thence run North $59^{\circ}12'36''$ East for a distance of 73.07 feet to a point; thence run North $55^{\circ}45'30''$ East for a distance of 72.17 feet to a point; thence run North $47^{\circ}50'36''$ East for a distance of 116.94 feet to a point; thence run North $40^{\circ}33'13''$ East for a distance of 147.20 feet to a point; thence run North $35^{\circ}06'12''$ East for a distance of 42.45 feet to a point; thence run North $17^{\circ}38'11''$ East for a distance of 24.55 feet to a point; thence run North $05^{\circ}34'13''$ West for a distance of 19.53 feet to a point; thence run North $23^{\circ}11'29''$ West for a distance of 30.27 feet to a point; thence run North $42^{\circ}26'13''$ West for a distance of 198.19 feet to a point; thence run North $41^{\circ}42'19''$ West for a distance of 149.59 feet to a point; thence run North $37^{\circ}13'35''$ West for a distance of 108.01 feet to a point; thence run North $35^{\circ}16'43''$ West for a distance of 112.75 feet to a point; thence run North $33^{\circ}15'46''$ West for a distance of 93.73 feet to a point; thence run North $31^{\circ}38'48''$ West for a distance of 140.06 feet to a point; thence run North $46^{\circ}03'24''$ West for a distance of 51.47 feet to a point on the south right-of-way of Oak Mountain Drive, having a prescriptive right-of-way of 60 feet, and also being the terminus of easement.

Exhibit B
Memorandum of Lease

That certain Memorandum of Lease dated 06-21-96, recorded as Instrument Number 1996-21394, in the office of the Judge of Probate of Shelby County, Alabama Records.

Exhibit C
Co-Location Agreement

That certain lease/license agreement between Powertel/Birmingham, Inc., a Missouri corporation, as lessor/licensor and ALLTEL Communications, Inc., as lessee/licensee, dated 02-28-98.

Little Oak Mountain (282)
B-AL-059-037
~ Doc# 305276.01 ~

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