

Inst # 2001-38898

09/10/2001-38898
12:12 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 MSB 188.50

**This instrument was prepared by and
after Recording, please return to:**

Robert D. Ward, Esq.
Downs Rachlin & Martin PLLC
90 Prospect Street
PO Box 99
St. Johnsbury, VT 05819-0099
Phone: (802) 748-8324
Fax: (802) 748-8502

Cross Reference: see Exhibit B
attached

STATE OF ALABAMA)
COUNTY OF SHELBY)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective and entered into as of the 1st day of April, 2000, by and between **GTE WIRELESS OF THE SOUTH INCORPORATED**, a Virginia corporation(successor by merger to GTE Mobilnet of Birmingham Incorporated, successor by name change to Contel Cellular of Birmingham, Inc.), with its principal offices located at c/o GTE Wireless Incorporated, One GTE Place, Alpharetta, GA 30004 (the "Assignor"), 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"). 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 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)");

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 at the Initial Closing on 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, 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.

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

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

Signature Page for Assignment and Assumption Agreement

ASSIGNOR:

**GTE WIRELESS OF THE SOUTH
INCORPORATED**, a Virginia
corporation(successor by merger to GTE
Mobilnet of Birmingham Incorporated, successor
by name change to Contel Cellular of
Birmingham, Inc.)

By: [Signature]
Name: **MICHAEL D. MANKIN**
Title: **Signing Officer**

Attest: [Signature]
Name: **JOANNE F. TODARO**
Title: **Assistant Secretary**

[Corporate Seal]

ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Michael D. Mankin and Joanne F. Todaro, whose name as Signing Officer and Asst. Secretary of GTE Wireless of the South Incorporated, a Virginia corporation, are signed to the foregoing Assignment and Assumption Agreement, and who are personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, each of them, as such officers, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 27th day of March, 2000.

[Signature]
Notary Public,
My Commission Expires: _____

[NOTARIAL Stamp/Seal]



Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

CROWN CASTLE GT COMPANY LLC, a
Delaware limited liability company

By: *Edward W. Wallander*
Name: EDWARD W. WALLANDER
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Edward W. Wallander, whose name as Senior Vice President of Crown Castle GT Company, LLC, a Delaware limited liability company (the "company") is signed to the foregoing Assignment and Assumption Agreement, and who is personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, he/she, as such officer, with full authority, executed the same voluntarily for and as the act of the company.

Given under my hand and official seal this 27th day of March, 2000.

Katherine C. Lingle
Notary Public,
My Commission Expires: _____

[NOTARIAL Stamp/Seal]



EXHIBIT "A"
(AL0067 – Helena)

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows:

COMMENCE at the Southwest corner of the Northwest Quarter of the Northeast Quarter of Section 11, Township 20 South, Range 3 West, Shelby County, Alabama; thence South 87 degrees 55 minutes 18 seconds East along the South line of said quarter-quarter section for a distance of 649.36 feet to the Easterly right-of-way line of Shelby County Highway No. 105 (right-of-way width varies) and the POINT OF BEGINNING; thence North 11 degrees 41 minutes 04 seconds West along said right-of-way line for a distance of 106.58 feet; thence run South 87 degrees 55 minutes 18 seconds East for a distance of 102.96 feet to the Southwesterly line of an Alabama Power Company right-of-way (right-of-way width: 100-feet); thence leaving said right-of-way run South 11 degrees 41 minutes 04 seconds East for a distance of 106.58 feet to the South line of said quarter-quarter section; thence run North 87 degrees 55 minutes 18 seconds West along the South line of said quarter-quarter section for a distance of 102.96 feet to the Easterly right-of-way line of Shelby County Highway No. 105 and the POINT OF BEGINNING. Containing 10,658 square feet (0.245 acres) more or less.

EXHIBIT A-1

Site Lease Description

Lease Instrument dated 4/5/1993 by J. E. Bearden, and his wife, Irene L. Bearden, as Lessor and Contel Cellular of Birmingham, Inc. (as Lessee, as the same may have been heretofore amended or assigned).

EXHIBIT B

Recording Information of Site Lease

Document(s) of record in Shelby County, Alabama Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
3/14/1994			1994-08098

EXHIBIT C

Co-Location Leases

Initial Lease(s) dated as follows:

Initial Tenants:

as the same may have been heretofore amended

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>Distance</u>	<u>TIP Height</u>
Swedcom	ALP-9212	75.00	Ft	153.00
Swedcom	ALP-9212	75.00	Ft	153.00
Swedcom	ALP-9212	75.00	Ft	153.00

Microwave Equipment

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
C O Systems	HEL-3ABDR2D-2	153	140

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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