

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  
1996-13926, 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 # 1999-28708  
07/08/1999-28708  
11:25 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
008 HHS 33.50

**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

Lorette P. Bennett  
Witness

[CORPORATE SEAL]

**ACKNOWLEDGMENT**

STATE OF Georgia  
COUNTY OF Fulton

I, Lorette 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.

Lorette 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

David G. 2  
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 Billy K. Graham, Jr. as Landlord/Lessor and InterCel Birmingham MTA, Inc. as Tenant/Lessee, dated 04-16-96, for the tower site known as Calera, located at 2589 Highway 67, Calera, Alabama.

**EXHIBIT "A"~/**

**LEGAL DESCRIPTION OF  
PROPERTY**

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 12, Township 24 North, Range 13 East, St. Stephen's Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of said NW 1/4 of NW 1/4 of Section 12, Township 24 North, Range 13 East and run South 89°22'36" West along the north line of said 1/4 - 1/4 for a distance of 365.77 feet to the POINT OF BEGINNING; thence angle left and run South 27°08'07" East for a distance of 386.64 feet along a line approximately 30 feet southwest of and parallel to the centerline of an existing gravel road (County Road #67); thence angle left and run South 36°12'07" East for a distance of 239.10 feet along said parallel line; thence angle right and leaving said gravel road run South 53°47'53" West for a distance of 342.30 feet to a point on the northeasterly right-of-way line of Interstate #65; thence angle right and run North 18°22'37" West along said right-of-way line for a distance of 776.58 feet to the intersection of said right-of-way line with the northerly line of said 1/4 - 1/4; thence angle right and leaving said right-of-way line run North 89°22'36" East along said 1/4 - 1/4 line for a distance of 203.49 feet to the POINT OF BEGINNING.  
Containing 174,239 square feet (4.0 Acres) more or less.



**Exhibit B**  
**Memorandum of Lease**

That certain Memorandum of Lease dated 04-16-96, recorded as Instrument Number 1996-13926, in the office of the Judge of Probate of Shelby County, Alabama Records.

Exhibit C  
Co-Location Agreement

NONE

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