

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: Instrument #1996-13926
Shelby County, Alabama Records.

Inst # 1999-28710

07/08/1999-28710

11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 HHS 36.00

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of the 1st day of June, 1999, by and between POWERTEL BIRMINGHAM TOWERS, LLC, a Delaware limited liability company with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833 (the "Assignor"), and CROWN CASTLE PT INC., a Delaware corporation with its principal offices located at c/o Crown Communication Inc., 367 Southpointe Boulevard, Canonsburg, Pennsylvania 15317, (the "Assignee").

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 does business;

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

AL

reference (the "Lease"), and affecting the premises more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference;

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 (the "Sublease");

WHEREAS, Assignor obtained its right, title, and interest in the Lease through an assignment dated as of March 8, 1999, and recorded on the same date as and immediately preceding the recording of this Assignment;

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 of Assignor as lessor, landlord or licensor under the Sublease.

• 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]

ASSIGNOR:

POWERTEL BIRMINGHAM TOWERS, LLC,
a Delaware limited liability company

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

ACKNOWLEDGEMENT

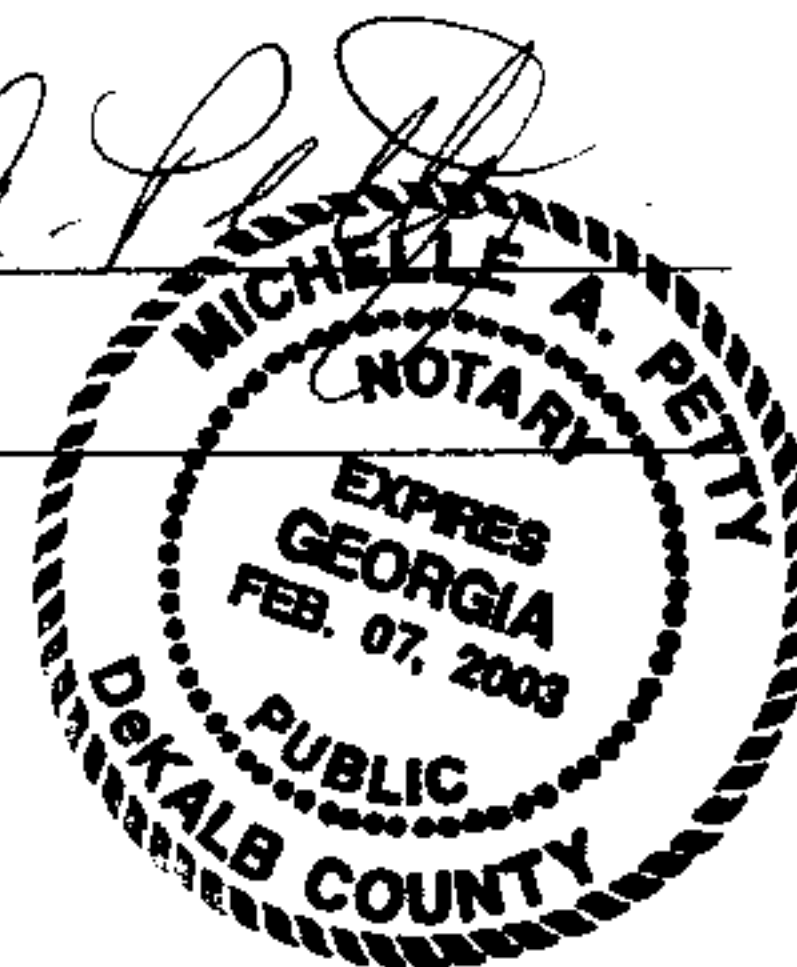
STATE OF Georgia
COUNTY OF Fulton

I, Michelle A. Petty, a Notary Public in and for said County, in said State, hereby certify that JILL F. DORSEY whose name as VICE PRESIDENT AND 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 company.

Given under my hand and official seal this 10th day of May, 1999.

Michelle A. Petty
Notary Public

My commission expires: _____
(Notarial Stamp/Seal)



ASSIGNEE:

CROWN CASTLE PT Inc.,
a Delaware corporation

By: [Signature]
Name: John P. Kelly
Title: President

ACKNOWLEDGEMENT

STATE OF Pennsylvania
COUNTY OF Washington

I, Tammy M. Sowers, a Notary Public in and for said County, in said State, hereby certify that JOHN P. KELLY whose name as PRESIDENT of CROWN CASTLE PT 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, he 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 13th day of May, 1999.

Tammy M. Sowers
Notary Public
My commission expires:
(Notarial Stamp/Seal)

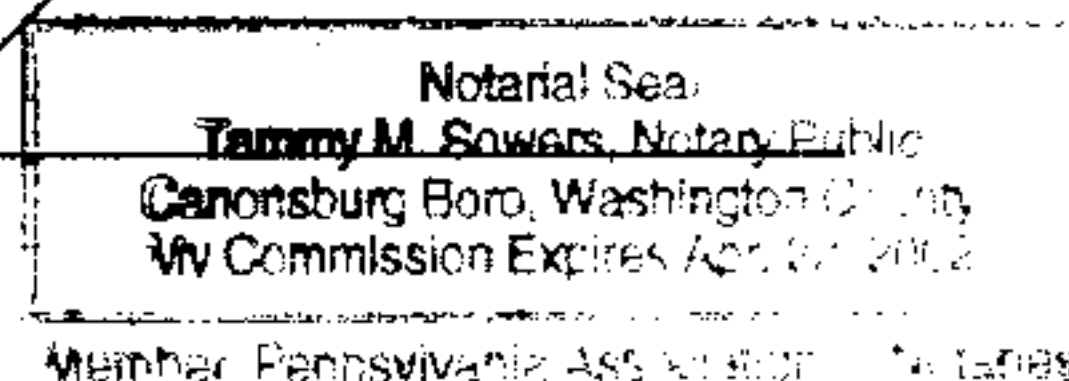


Exhibit A
Ground Lease

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"-1

**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 $89^{\circ}22'36''$ 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 $27^{\circ}08'07''$ 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 $36^{\circ}12'07''$ East for a distance of 239.10 feet along said parallel line; thence angle right and leaving said gravel road run South $53^{\circ}47'53''$ 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 $18^{\circ}22'37''$ 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 $89^{\circ}22'36''$ 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 A-1

LEGAL DESCRIPTION OF EASEMENT

No easement required.

Exhibit B
Memorandum of Lease

That certain Memorandum of Lease dated 04-16-96, recorded as Instrument Number 1996-13925, in the office of the Judge of Probate of Shelby County, Alabama Records.

Exhibit C
Co-Location Agreement

NONE

Inst # 1999-28710

07/08/1999-28710
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 NWS 36.00