

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

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Cross Reference: Instrument #1996-21394
Shelby County, Alabama Records.

Inst # 1999-28713
07/08/1999-28713
11:25 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
009 MHS 50.50

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

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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

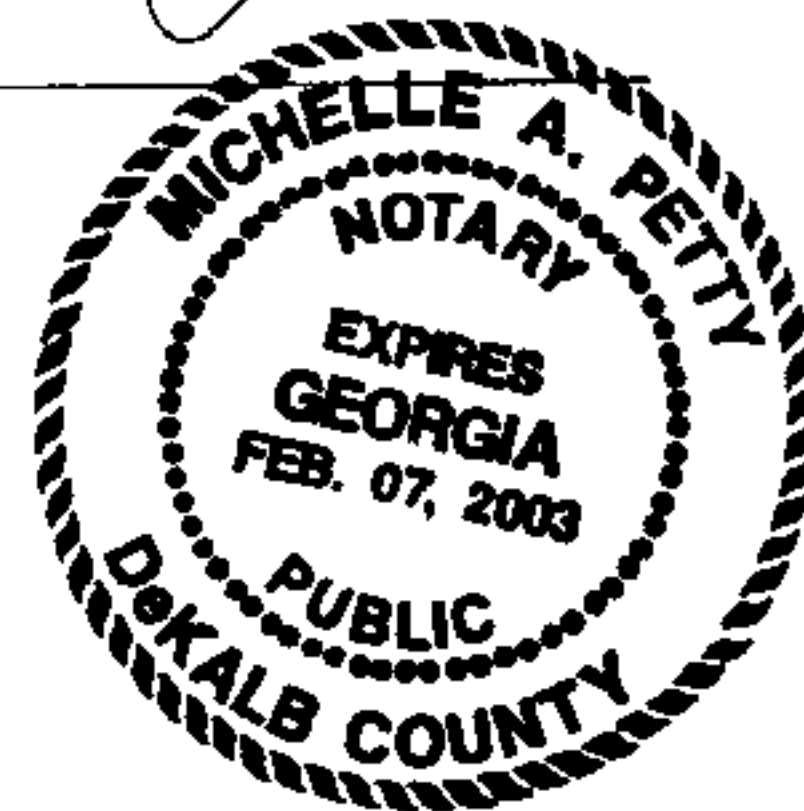
ACKNOWLEDGEMENT

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

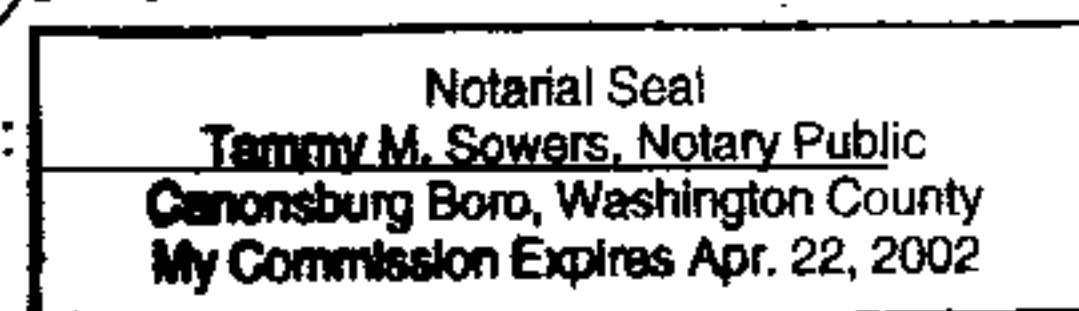
STATE OF Pennsylvania
COUNTY OF Washington

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)



Member, Pennsylvania Association of Notaries

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"—

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°05'26" East for a distance of 519.51 feet to a point; thence run North 00°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°00'00" East for a distance of 20.20 feet to a point; thence run North 68°26'00" East for a distance of 57.13 feet to a point; thence run North 69°44'42" East for a distance of 53.74 feet to a point; thence run North 73°21'51" East for a distance of 92.63 feet to a point; thence run North 65°43'45" East for a distance of 71.45 feet; thence run North 59°12'36" East for a distance of 73.07 feet to a point; thence run North 55°45'30" East for a distance of 72.17 feet to a point; thence run North 47°50'36" East for a distance of 116.94 feet to a point; thence run North 40°33'13" East for a distance of 147.20 feet to a point; thence run North 35°06'12" East for a distance of 42.45 feet to a point; thence run North 17°38'11" East for a distance of 24.55 feet to a point; thence run North 05°34'13" West for a distance of 19.53 feet to a point; thence run North 23°11'29" West for a distance of 30.27 feet to a point; thence run North 42°26'13" West for a distance of 198.19 feet to a point; thence run North 41°42'19" West for a distance of 149.59 feet to a point; thence run North 37°13'35" West for a distance of 108.01 feet to a point; thence run North 35°16'43" West for a distance of 112.75 feet to a point; thence run North 33°15'46" West for a distance of 93.73 feet to a point; thence run North 31°38'48" West for a distance of 140.06 feet to a point; thence run North 46°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.

Inst # 1999-28713

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

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