

This document was prepared by:
Nextel Communications, Inc.
2001 Edmund Halley Drive
Reston, Virginia 20191

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St. Clair County, Alabama
Site ID: AL-1015/Name: Pell City

Inst # 2000-38486

11/06/2000-38486
10:51 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
010 CJI 41.00

ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 20th day of April, 1999, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), successor in interest to Dial Call, Inc., and Tower Parent Corp., a Delaware corporation and affiliate of Nextel ("Parent Co.").

WITNESSETH:

WHEREAS, Nextel, Parent Co., Tower Asset Sub, Inc., a Delaware corporation and affiliate of Nextel and Parent Co. ("Tower Sub"), and certain other parties designated therein have entered into an Agreement and Plan of Merger dated February 10, 1999, as amended (the "Merger Agreement"), which contemplates, inter alia, the conveyance, assignment, transfer and delivery of Nextel's tower assets;

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain January 24, 1994 lease by and between Faith Henderson as landlord and Dial Call, Inc., a Delaware Corporation as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease (i) commenced May 1, 1994, (ii) has an initial term of five (5) years with four (4) renewal terms of five (5) years each, (iii) has a total remaining term of approximately 20 years, and (iv) provides for a base rent of \$400.00 per month, and which Prime Lease or a memorandum thereof is recorded at Book 8226, Page 729 in the Office of the Clerk of St. Clair County, Alabama.

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interest in and to a certain parcel of real property in St. Clair County, Alabama (the "Property"), and all subleases and sublicenses between Nextel or its predecessor in interest

as sublessor or sublicensor and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases");

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Nextel desires to assign to Parent Co., and Parent Co. desires to assume all of Nextel's rights, title and interest in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for an in consideration of the foregoing, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Incorporation of Exhibits. The Property, and/or the underlying parcel of real property owned by landlord or which the Property is part, is more particularly described on Exhibit A hereto which is incorporated by this reference. The Tenant Leases, if any, are listed on Exhibit B hereto which is incorporated by this reference.
3. Assignment. Nextel does hereby assign, transfer, set over, and deliver to Parent Co. all of Nextel's right, title and interests in and to the Prime Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Leases, the Property, and the Tenant Leases. Parent Co. does hereby accept, assume and agree to be bound by all the terms and conditions which are the responsibility of the lessee or tenant under the Prime Lease, all the terms and conditions of all related easements and ancillary agreements, and all the terms and conditions which are the responsibility of the sublessor or sublicensor under each of the Tenant Leases, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.
4. Further Assurances. The parties hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further acts and assurances as may reasonably be required to confirm the transfers made pursuant to this Assignment.
5. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.
6. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Delaware without reference to its conflicts of laws principles. Notwithstanding the foregoing, to the extent that the law of the state in which the real property subject to the Prime Lease is located is mandatory rather than permissive for the issue in question

(such as, by way of example only, with respect to possession), the laws of the state in which the real property is located shall govern.

7. Successors and Assigns. The terms and conditions of this Agreement shall run with the property and shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

[Signatures on next page.]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed and delivered effective as of the date first above written.

Nextel South Corp.,
a Georgia corporation

Josiah Cobb
Witness

By: [Signature] [SEAL]
Name: Richard J. Byrne
Its: Vice President

B. Hicks
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Tower Parent Corp.,
a Delaware corporation

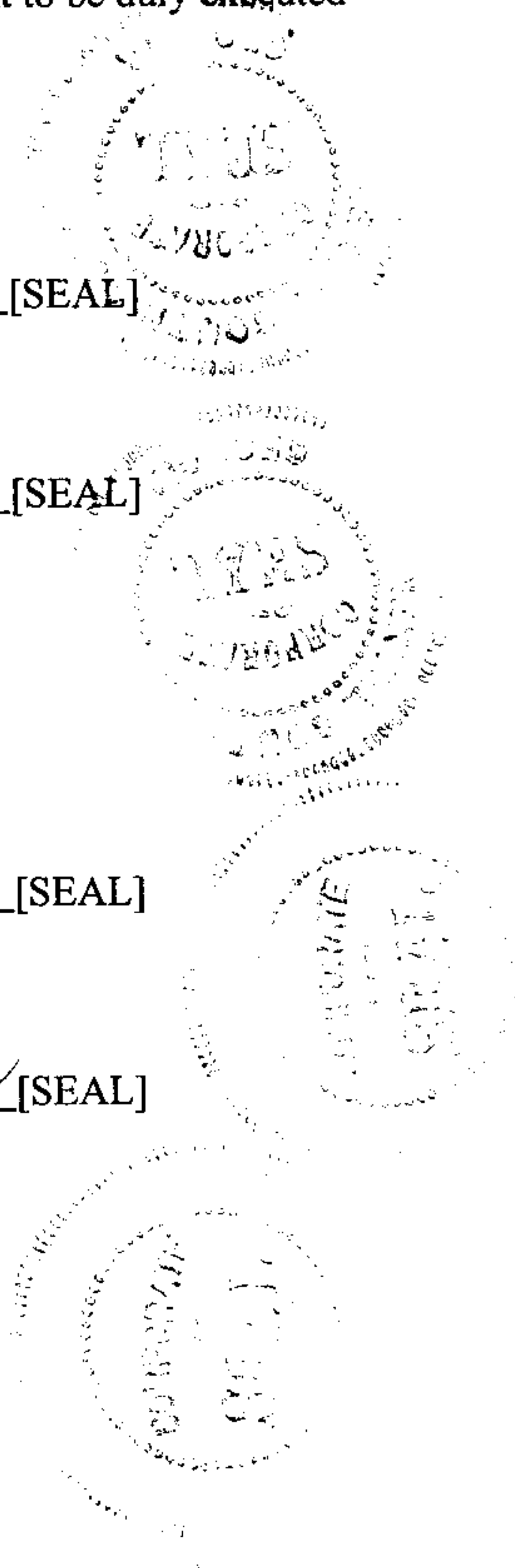
Josiah Cobb
Witness

By: [Signature] [SEAL]
Name: Glen F. Spivak
Its: Vice President

B. Hicks
Witness

By: [Signature] [SEAL]
Name: Ried Zulager
Its: Secretary

Address of Assignee/Grantee:
c/o Nextel Communications, Inc.
1505 Farm Credit Drive
McLean, VA 22102
Attn: Corporate Secretary



Corporate Acknowledgment

Site ID AL-1015

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:
(a) Richard J. Byrne, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and

(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the

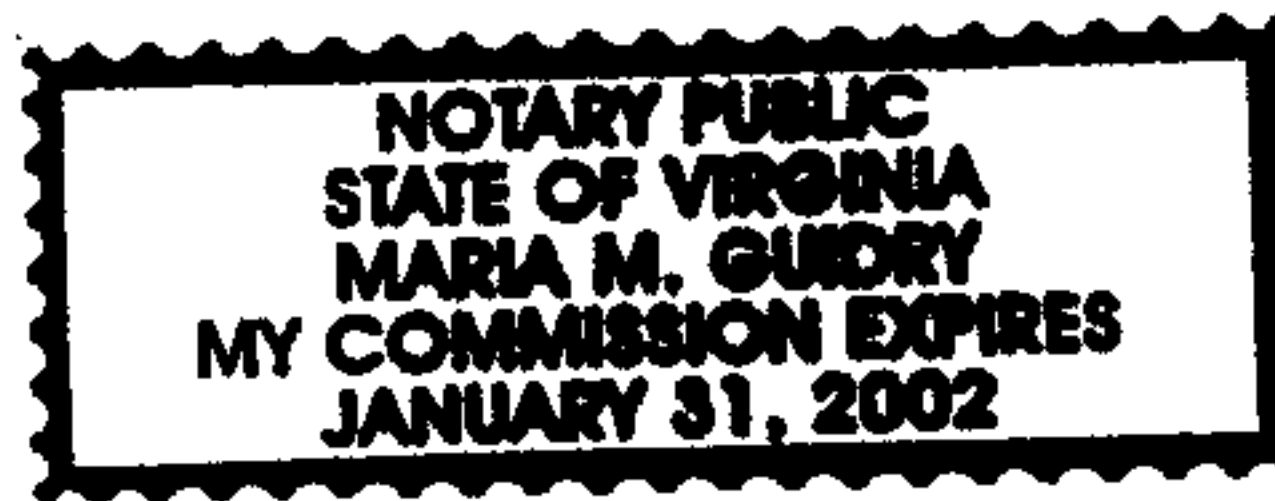
- [a] Vice President, and
- [b] (Assistant) Secretary,

respectively of Nextel South Corp., (hereinafter, the "Corporation") and that as such officer(s),
being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors,
executed, subscribed and acknowledged the foregoing instrument for the purposes therein
contained, by signing the name of the Corporation by himself/herself/themselves in his/her/their
authorized capacities as such officer(s) as his/her/their free and voluntary act and deed and the
free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Maria M. Guidry [SEAL]
Notary Public

My commission expires:



Corporate Acknowledgment

Site ID AL-1015

State of Virginia)
) ss:
County of Fairfax)

On April 16, 1999, before me, the undersigned officer, personally appeared:
(a) Glen F. Spivak, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and
(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to me (or proved to me on the
basis of satisfactory evidence) to be the
 [a] Vice President, and
 [b] (Assistant) Secretary,
respectively of Tower Parent Corp., a Delaware corporation, (hereinafter, the "Corporation") and
that as such officer(s), being duly authorized to do so pursuant to its bylaws or a resolution of its
board of directors, executed, subscribed and acknowledged the foregoing instrument for the
purposes therein contained, by signing the name of the Corporation by
himself/herself/themselves in his/her/their authorized capacities as such officer(s) as his/her/their
free and voluntary act and deed and the free and voluntary act and deed of said Corporation.

Witness my hand and official seal as of the foregoing acknowledgments:

Maria M. Guidry [SEAL]
Notary Public
My commission expires:

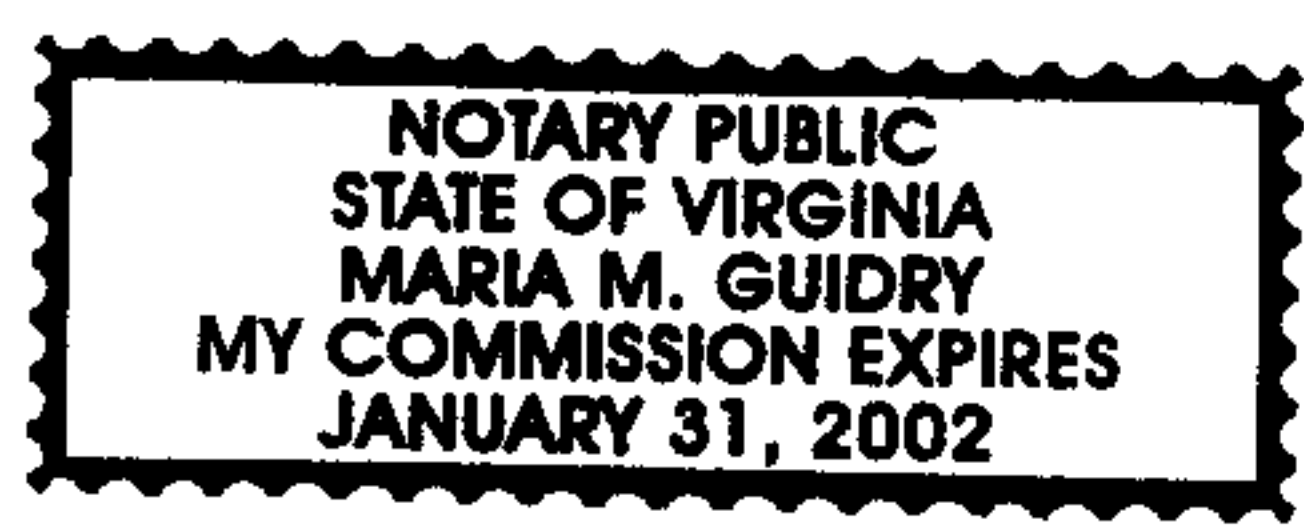


EXHIBIT A

Site ID AL-1015
Site Name Pell City

Legal Description

The description(s) below or attached hereto identifies the following:

- Underlying Parcel Owned by Landlord.
- Leased Property.

DESCRIPTION NEXTEL LEASE PARCEL

PINSON SITE ID #AL-1078-B

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, thence run North 89°32'48" East along south line of said quarter-quarter section for a distance of 176.00 feet to a point, thence run North 00°00'00" West for a distance of 111 feet to a point, said point being the Point of Beginning; thence run North 00°00'00" West for a distance of 100 feet to a point; thence run North 90°00'00" East for a distance of 100 feet to a point; thence run South 00°00'00" West for a distance of 100 feet to a point; thence run South 90°00'00" West for a distance of 100 feet to a point, said point being the Point of Beginning.

Said parcel contains 0.23 acres, more or less.

DESCRIPTION NEXTEL INGRESS/EGRESS & Utility EASEMENT

PELHAM SITE ID #AL-1078-B

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, thence run North 89°32'48" East along the south line of said quarter-quarter section for a distance of 176.00 feet to a point; thence run North 00°00'00" West for a distance of 118.10 feet to a point, thence run South 90°00'00" West for a distance of 35 feet to a point, said point being the Point of Beginning of an Ingress/Egress & Utility Easement that lies 10 feet either side of said centerline as described herein; thence run S00°00'00" East for a distance of 27.35 feet to a point; thence run North 78°12'56" West for a distance of 21.28 feet to a point; thence run North 80°19'05" West 43.45 feet to a point; thence run North 84°49'41" West for a distance of 47.78 feet to a point; thence run North 88°46'07" West for a distance of 38.41 feet to a point; thence run South 89°50'16" West for a distance of 35.26 feet to a point; thence run South 73°33'47" West for a distance of 22.44 feet to a point; thence run South 47°12'35" West for a distance of 18.88 feet to a point; thence run South 17°50'52" West for a distance of 21.11 feet to a point; thence run South 01°01'53" West for a distance of 40.81 feet to a point; thence run South 00°05'40" West for a distance of 58.67' to a point; thence run South 03°36'16" West for a distance of 59.78 feet to a point; thence run South 06°15'07" West for a distance of 58.37 feet to a point; thence run South 09°02'16" West for a distance of 58.18 feet to a point; thence run South 01°45'06" West for a distance of 51.34 feet to a point; thence run South 00°30'18" East for a distance of 52.7 feet to a point; thence run South 05°27'11" East for a distance of 46.8 feet to a point; thence run South 09°56'00" East for a distance of 106.91 feet to a point; thence run South 02°31'00" East for a distance of 57.78 feet to a point; thence run South 00°20'04" East for a distance of 152.75 feet to a point; thence run South 01°24'25" West for a distance of 174.62 feet to a point; thence run South 01°21'25" West for a distance of 127.06 feet to a point; thence run South 00°11'28" East for a distance of 72.25 feet to a point; thence run South 01°28'42" East for a distance of 95.36 feet to a point; thence run South 02°11'39" East for a distance of 68.08 feet to a point; thence run South 05°20'42" East for a distance of 14.53 feet to a point on the western right-of-way line of County Road 52, having a prescriptive right-of-way of 80 feet, and also being the terminus of said described easement.

EXHIBIT B

Site ID AL-1015
Site Name Pell City

List of Tenant Leases
(if applicable)

Sublessor/Sublicensor	Sublessee/Sublicensee	Lease Date
None		

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