

Please return to:  
SiteExcell, LLC  
415 N. McKinley, Suite 1235  
Little Rock, AR 72205  
Attn: Beth Tunnell

This document was prepared by:

Nextel Communications, Inc.  
2003 Edmund Halley Dr., 6th Floor  
Reston, Virginia 20191

Return Document and

Future Tax Statements to:

SpectraSite Communications, Inc.  
100 Regency Forest Drive, Suite 400  
Cary, North Carolina 27511  
Attn: Manager, Property Mgt.

Shelby County, Alabama

Site ID AL-1344 / Name Dunnavant

*AL-0106*

Inst # 2001-00758  
01/09/2001-00758  
08:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
41.00  
011 CJ1

ASSIGNMENT OF LEASES

This Assignment of Leases ("Assignment") is made and entered into effective as of the 15<sup>th</sup> day of August, 2000, by and between Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), 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, together with the related Master Site Commitment Agreement dated April 20, 1999 between the parties hereto, Nextel Parent, and certain other parties designated therein, and the related Nextel Master Site Lease Agreement dated April 20, 1999 between the parties hereto and certain other parties designated therein, contemplate, 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 March 06, 2000 lease by and between Seybourn E. Hopper, Jr., joined by his wife, Anita P. Hopper as landlord and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease"), which Prime Lease is unrecorded in the Office of the Clerk of Shelby County, Alabama.

WHEREAS, pursuant to the Prime Lease, Nextel's tower assets include without limitation rights, title and interests in and to a certain parcel of real property in Shelby 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 interests in and to the Prime Lease, the Property and the Tenant Leases, if any;

NOW, THEREFORE, for and 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 of which the Property is a 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 rights, 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 Assignment 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

Witness



Witness



By: Travis Morey  
Name: Travis Morey  
Its: Director



By: Christie Hill  
Name: Christie A. Hill  
Its: Secretary

TOWER PARENT CORP.,  
a Delaware corporation

Witness

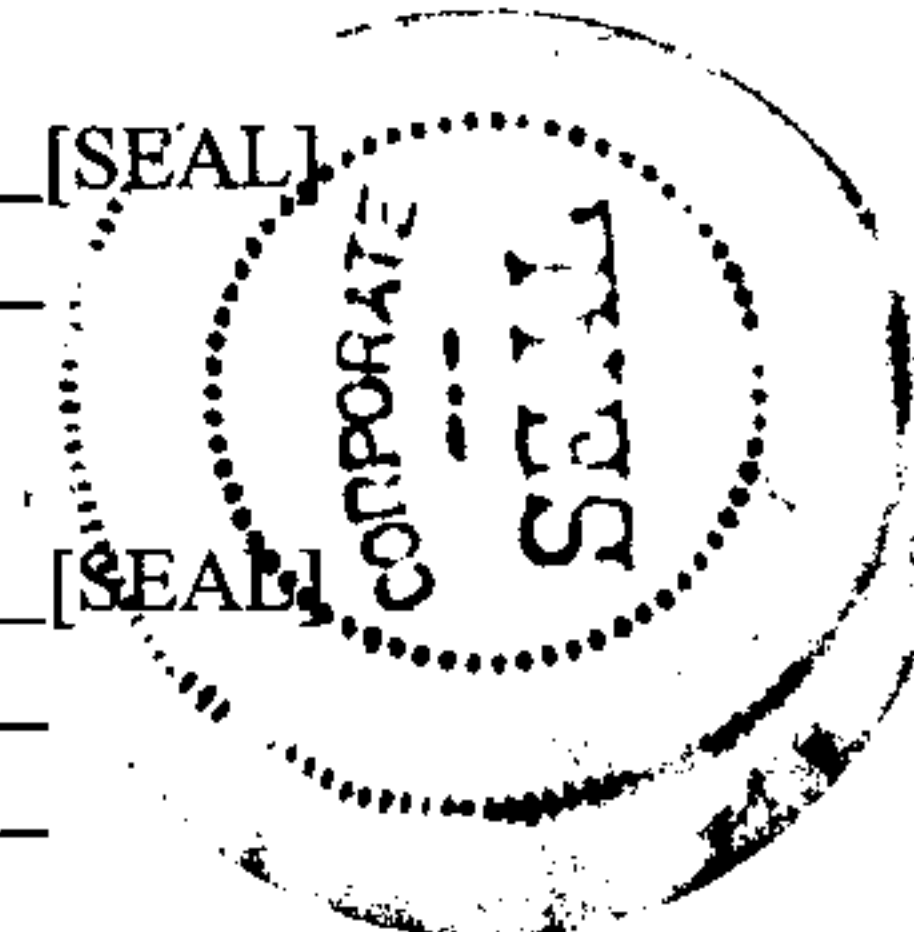


Witness



By: Travis Morey  
Name: Travis Morey  
Its: Director

By: Christie Hill  
Name: Christie A. Hill  
Its: Secretary



Address of Assignee/Grantee:  
c/o Nextel Communications, Inc.  
2001 Edmund Halley Dr.  
Reston, Virginia 20191  
Attn: Corporate Secretary



**Corporate Acknowledgment**

Site ID AL-1344

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On August 15, 2000, before me, the undersigned officer, personally appeared:

(a)     Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b)     Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a]     Director, and

[b]     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 themselves in their authorized capacities as  
such officer(s) as 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:

Lydia K. Spulding  
Notary Public  
My commission expires: 07/31/03



**Corporate Acknowledgment**

Site ID AL-1344

State of Virginia     )  
                                  ) ss:  
County of Fairfax     )

On August 15, 2000, before me, the undersigned officer, personally appeared:

(a)     Travis Morey, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
and

(b)     Christie A. Hill, with an address of 2001 Edmund Halley Dr., Reston, VA 20191,  
personally known and acknowledged himself/herself/themselves to me (or proved to me on the  
basis of satisfactory evidence) to be the

[a]     Director, and

[b]     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  
themselves in their authorized capacities as such officer(s) as 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:

Lydia K. Spalding     [SEAL]  
Notary Public  
My commission expires: 07/31/03

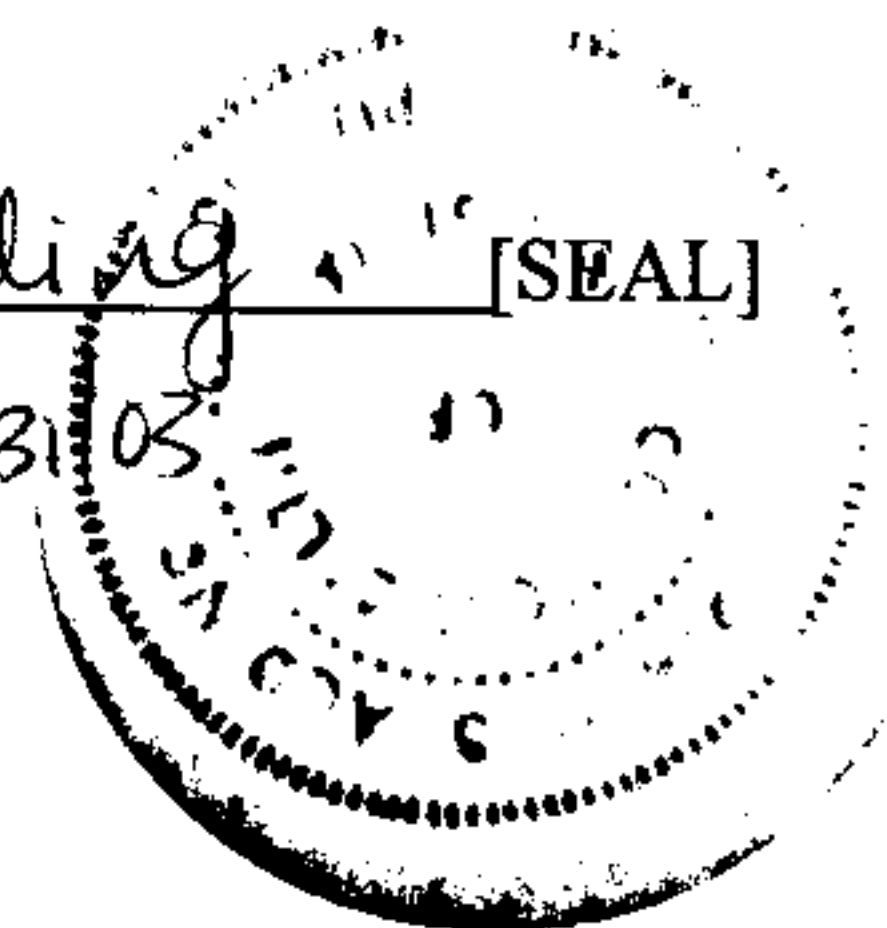


EXHIBIT A

Site ID AL-1344  
Site Name Dunnavant

Legal Description

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

- ☒ Underlying Parcel Owned by Landlord.
- ☒ Leased Property.

**EXHIBIT A**

**DESCRIPTION OF LAND**

to the Communications Site Lease Agreement (Ground) dated \_\_\_\_\_, 2000, by and between Seymour E. Hopper, and wife Anita P. Hopper, as Lessor, and Nextel South Corp, a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Land is described and/or depicted as follows (metes and bounds description):

**LEGAL DESCRIPTION**

A parcel of land situated in the West ½ of the NW ¼ of Section 3, Township 18 South, Range 1 East, described as follows: Beginning at the NE corner of the W ½ of the NW ¼ of Section 3 go south 00 degrees 13 minutes 38 seconds west along the east boundary of the W ½ of the NW ¼ of said Section 3 for 630.27 feet to an existing iron pin; thence South 00 degrees 41 minutes 02 seconds west along the east boundary of the W ½ of the NW ¼ of said Section 3 for 1797.93 feet to an intersection with an existing fence; thence south 07 degrees 12 minutes 30 seconds west along said fence for 207.56 feet to the south boundary of the west ½ of the NW ¼ of said Section 3; thence North 87 degrees 58 minutes 15 seconds west along said south boundary for 641.45 feet; thence North 00 degrees 31 minutes 16 seconds east for 751.27 feet; thence North 40 degrees 16 minutes 45 seconds east for 48.89 feet; thence North 48 degrees 49 minutes 43 seconds East for 97.40 feet; thence North 36 degrees 57 minutes 25 seconds East for 34.88 feet; thence North 65 degrees 25 minutes 55 seconds East for 80.07 feet; thence North 35 degrees 14 minutes 50 seconds East for 67.63 feet; thence North 17 degrees 42 minutes 14 seconds West for 56.10 feet; thence North 35 degrees 53 minutes 10 seconds West for 78.93 feet; thence North 60 degrees 15 minutes 00 seconds West for 144.10 feet; thence North 51 degrees 08 minutes 55 seconds West for 36.56 feet; thence North 00 degrees 31 minutes 16 seconds East for 714.37 feet; thence North 19 degrees 59 minutes 00 seconds West 315.74 feet to the South boundary of Shelby County Highway No. 41; thence North 48 degrees 23 minutes 34 seconds East along said south boundary for 246.61 feet to the beginning of a curve to the left, said curve having a central angle of 10 degrees 31 minutes 21 seconds and a radius of 2062.20 feet; thence northeasterly along said curve and said south boundary for 378.73 feet to the north boundary of the W ½ of the NW ¼ of Section 3; thence South 88 degrees 08 minutes 06 seconds East along the north boundary of the W ½ of the NW ¼ of Section 3 for 339.63 feet to the point of beginning.

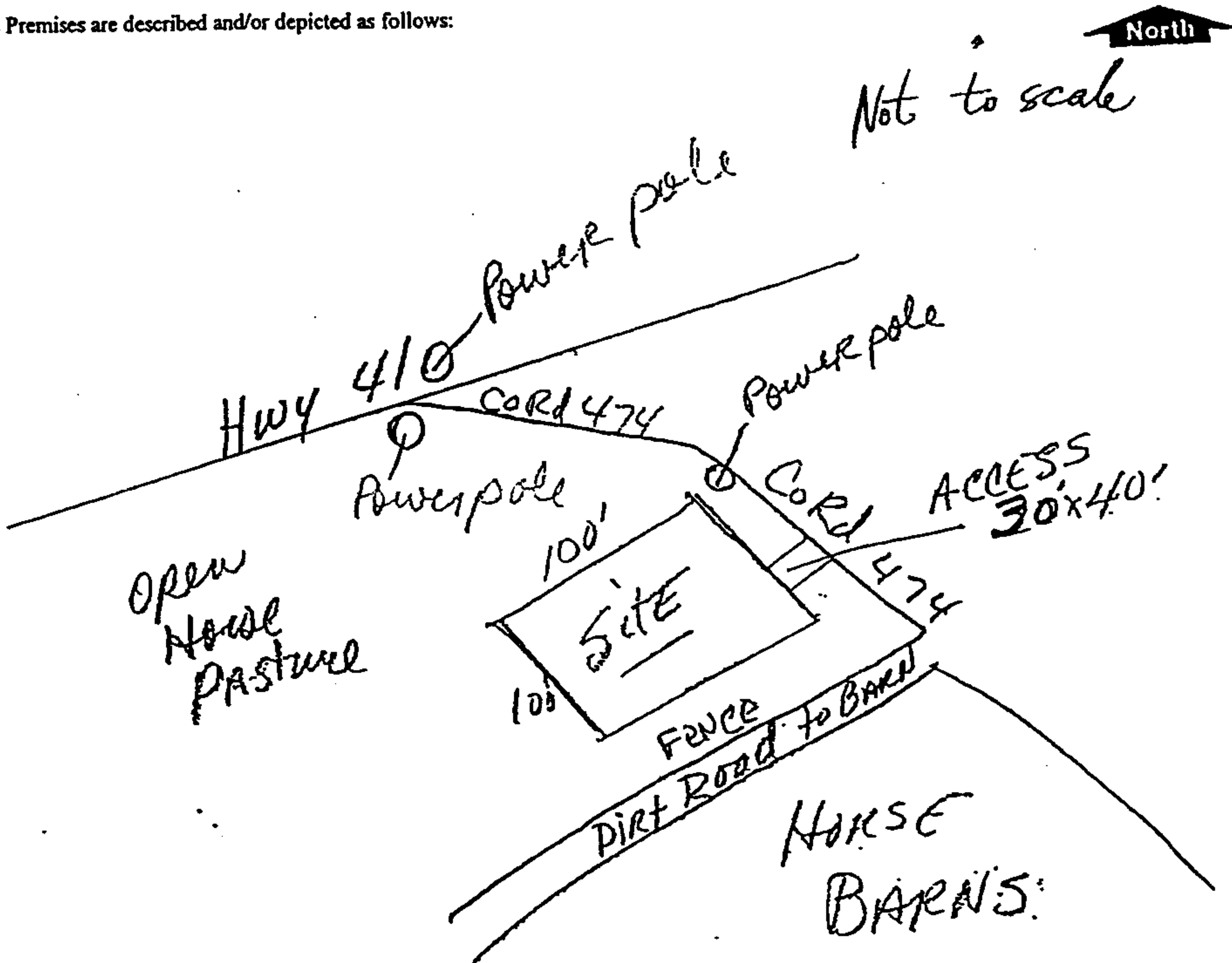


EXHIBIT B

DESCRIPTION OF PREMISES

to the Communications Site Lease Agreement (Ground) dated \_\_\_\_\_, 2000, by and between Seybourn E. Hopper and wife Anita P. Hopper, as Lessor, and Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of Access Road shall be the width required by the applicable governmental authorities, including police and fire departments, but in no event shall such Access Road be less than 12 feet wide.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.
5. The location of the Premises, Access Road and utility easement are approximations, and are therefore subject to adjustment by Lessee.

HUNTSVILLE PRINCIPAL, MEAD  
SHELBY COUNTY, ALABAMA

## TRACT

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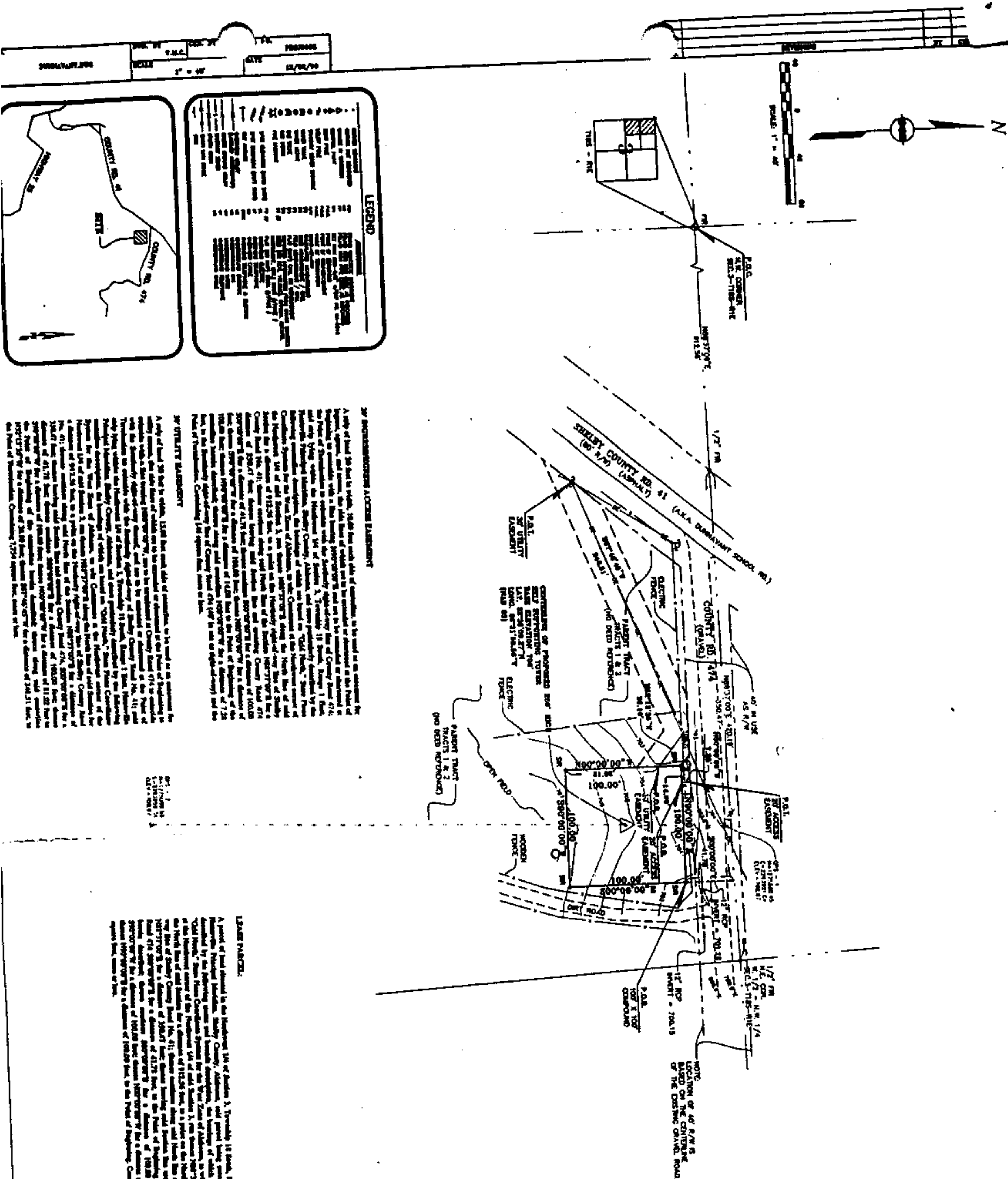
### SUMMARY OF NOTES:

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BIRMINGHAM, AL 35203 (205) 978-1111

[illegible][illegible]

DAVID EVANS  
AND ASSOCIATES,  
INC.

EXHIBIT B

Site ID AL-1344  
Site Name Dunnavant

List of Tenant Leases  
(if applicable)

NONE

Inst # 2001-00758

01/09/2001-00758  
08:29 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
011 CJ1 41.00