

**This instrument was prepared by and  
after Recording, please return to:**  
Phil van Aelstyn, Esq.

Cross Reference: see Exhibit B  
attached

After recording, please return to:  
First American Title Insurance Company  
7370 College Parkway, Suite 104  
Ft. Myers, FL 33907  
Attn: Melody Martin

STATE OF ALABAMA                    )  
COUNTY OF SHELBY                 )

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made effective as of the date this Assignment is fully executed by both parties, by and between **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal offices located at c/o Verizon Wireless, 180 Washington Valley Road, Bedminster, NJ 07921 (the "Assignor"), and **CROWN CASTLE GT COMPANY LLC**, a Delaware limited liability company, with its principal office at c/o Crown Castle International Corp., 510 Bering, Suite 500, Houston, Texas 77057 (the "Assignee"). All terms not otherwise defined herein shall be defined as set forth in that certain Formation Agreement between GTE Wireless Incorporated, a Delaware corporation, the Transferring Partnerships, the Transferring Corporations, Crown Castle International Corp., a Delaware corporation, and Crown Castle GT Corp., a Delaware corporation, dated November 7, 1999, as it may have been heretofore amended (the "Formation Agreement").

### WITNESSETH

WHEREAS, Assignor desires to assign and Assignee desires to accept and acquire that certain site lease, license, easement or similar agreement more particularly described on Exhibit A-1 attached hereto and incorporated herein by this reference (the "Site Lease"), and affecting the property and/or the premises more particularly described on Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, if recorded, the Site Lease is evidenced of record as 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 a telecommunications tower and/or ground space to the lessee(s), tenant(s) or licensee(s) described in that certain lease or license agreement(s) more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "Tower Lease(s)");

WHEREAS, pursuant to the Formation Agreement, Thrasher and the Transferring Entities agreed to grant, contribute, convey, assign, transfer and deliver to Assignee, and Assignee agreed to accept and acquire the Thrasher Contributed Assets and to assume the Thrasher Assumed Liabilities, all as more fully described in the Formation Agreement;

WHEREAS, the Site Lease and the Tower Lease(s) comprise a portion of the Thrasher Contributed Assets; and

WHEREAS, pursuant to the Formation Agreement, Assignee has at the Initial Closing on this date acquired a substantial portion of the telecommunications towers and certain related assets of Assignor in several states in which Assignor does business, as evidenced in part by a Global Contribution, Bill of Sale, Assignment and Assumption (the "Global Assignment").

NOW, THEREFORE, Assignor, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby (and pursuant to the Global Assignment does) unconditionally grant, sell, convey, assign, transfer, set over and deliver the Site Lease and the Tower Lease(s) unto Assignee, as a portion of the Thrasher Contributed Assets, free and clear of all Encumbrances (other than Permitted Encumbrances), as the same exist on the date hereof as set forth and to the extent provided in the Formation Agreement:

Assignee hereby accepts such assignment and agrees to (and pursuant to the Global Assignment does) assume those Thrasher Assumed Obligations that arise out of the Site Lease and Tower Lease(s), as set forth and to the extent provided in the Formation Agreement and Global Assignment;

Assignor hereby acknowledges that the Tower Structure located on the premises demised under the Site Lease, and which comprise a portion of the Thrasher Contributed Assets, has been granted, sold, conveyed, assigned, transferred, set over and delivered to Assignee pursuant to and under the Formation Agreement and Global Assignment; and

Assignee hereby acknowledges that, as of the date hereof, Assignor has located on such Tower Structure certain equipment which is more particularly described on Exhibit D attached hereto and made a part hereof (the "Assignor's Equipment"), which Assignor's Equipment comprises a portion of the Thrasher Excluded Assets. Assignee further acknowledges that notwithstanding anything contained herein to the contrary, no right, title or interest in the

Thrasher Excluded Assets, including the Assignor's Equipment, is hereby transferred or assigned to Assignee and all right, title and interest in and to the same is hereby reserved by and unto Assignor.

Notwithstanding anything herein to the contrary, the Thrasher Retained Liabilities are specifically excluded from the Thrasher Assumed Liabilities and shall be retained by Thrasher at and following the execution and delivery of this instrument and the Global Assignment.

Neither the making nor the acceptance of this Assignment shall (i) constitute a waiver or release by any party of any liabilities, duties or obligations imposed upon a party by the terms, conditions and provisions of the Formation Agreement, including, without limitation, the representations and warranties and other provisions which the Formation Agreement provides shall survive the date hereof as limited by the survival periods stated therein or (ii) enlarge, extend, restrict, limit or otherwise modify the terms, conditions and provisions of the Formation Agreement, including, without limitation, the period of survival of the representations and warranties provided for therein.

Copies of the Formation Agreement, the Global Assignment and the Site Lease are on file in the offices of Assignor and Assignee.

IN WITNESS WHEREOF, 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]



Signature Page for Assignment and Assumption Agreement

ASSIGNOR:

**CELLCO PARTNERSHIP**, a Delaware general partnership

By: Bernadette Faiella  
Name: Bernadette Faiella  
Title: Acting Executive Vice President  
and CTO

[Seal]

**ACKNOWLEDGMENT**

STATE OF NEW JERSEY  
COUNTY OF SOMERSET

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Bernadette Faiella, whose name as Acting Executive Vice President and CTO of Cellco Partnership, a Delaware general partnership is signed to the foregoing Assignment and Assumption Agreement, and who is personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, as such officer, with full authority, executed the same voluntarily for and as the said act of the partnership.

Given under my hand and official seal this 17 day of September, 2001.

**ANNETTE VAN TASSEL**  
Notary Public of New Jersey  
My Commission Expires March 03, 2004

Annette Van Tassel  
Notary Public  
My commission expires: \_\_\_\_\_

[Notarial Stamp/Seal]

Signature Page for Assignment and Assumption Agreement

ASSIGNEE:

**CROWN CASTLE GT COMPANY LLC**, a  
Delaware limited liability company

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

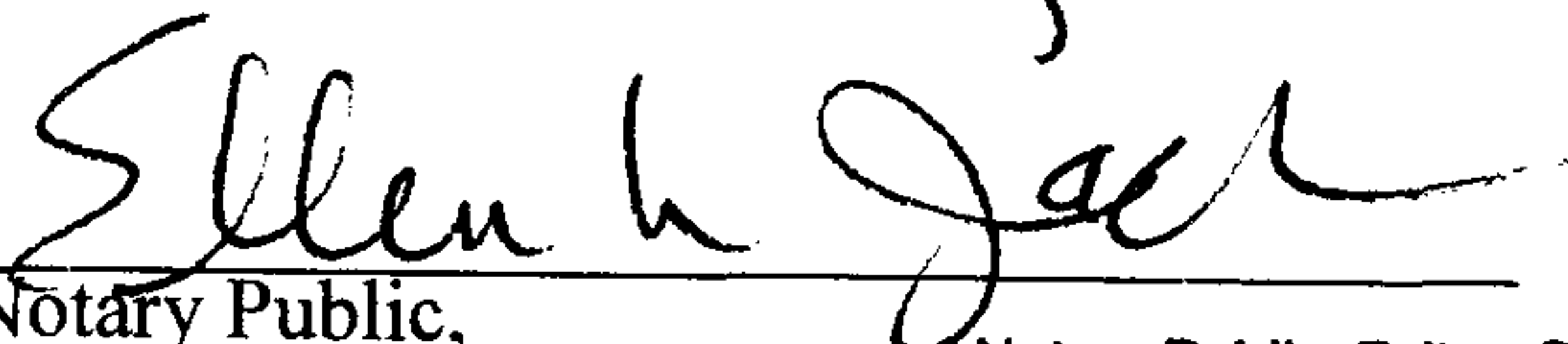
**ROBERT D. WARD**  
Vice President

**ACKNOWLEDGMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **ROBERT D. WARD**, whose name as **VICE PRESIDENT** of Crown Castle GT Company, LLC, a Delaware limited liability company (the "company") is signed to the foregoing Assignment and Assumption Agreement, and who is personally known to me, acknowledged before me this date, that being informed of the contents of the Assignment and Assumption Agreement, he/she, as such officer, with full authority, executed the same voluntarily for and as the act of the company.

Given under my hand and official seal this 23<sup>rd</sup> day of Aug, 2000.

  
\_\_\_\_\_  
Notary Public,

My Commission Expires: \_\_\_\_\_

Notary Public, Fulton County, Georgia  
My Commission Expires Feb. 7, 2003

[NOTARIAL Stamp/Seal]

**EXHIBIT "A"**  
(AL0068 – New Hope Mtn. II)

Part of the Northwest Quarter of the Southeast Quarter of Section 11, Township 19 South, Range 2 West, Shelby County, Alabama, said part being particularly described as follows:

FROM the Southwest corner of said Northwest Quarter of Southeast Quarter, run North along the West line of said quarter-quarter section for a distance of 609.13 feet; thence turn an angle to the right of 114 degrees 59 minutes and run Southeasterly for a distance of 209.41 feet; thence turn an angle to the left of 90 degrees and run Northeasterly for a distance of 237.50 feet; thence turn an angle to the right of 126 degrees 30 minutes and run Southeasterly for a distance of 210.39 feet; thence turn an angle to the left of 90 degrees and run Northeasterly for a distance of five feet to the point of beginning of the property herein described; thence continue Northeasterly along the same course for a distance of 45 feet; thence turn an angle to the right of 90 degrees and run Southeasterly for a distance of 27 feet; thence turn an angle to the right of 90 degrees and run Southwesterly for a distance of 45 feet; thence turn an angle to the right of 90 degrees and run Northwesterly for a distance of 27 feet to the POINT OF BEGINNING.

## **EXHIBIT A-1**

### **Site Lease Description**

Lease Instrument dated 4/1/1999 by The Water Works and Sewer Board of the City of Birmingham, as Lessor and GTE Wireless of the South Incorporated (as Lessee, as the same may have been heretofore amended or assigned).

**EXHIBIT B**

**Recording Information of Site Lease**

Document(s) of record in Shelby County, Alabama Records as follows:

<u>Date Recorded</u>	<u>Book</u>	<u>Page</u>	<u>Instrument #</u>
3-29-1994			1994-10192



**EXHIBIT C**

**Co-Location Leases**

**Initial Lease(s) dated as follows:**

12/16/1994

**Initial Tenants:**

BellSouth Mobility Inc.

as the same may have been heretofore amended

**EXHIBIT D**

**Assignor's Equipment**

That certain equipment described and located as follows:

**Antenna(s)**

<u>Manufacturer</u>	<u>Model</u>	<u>Max ERP</u>	<u>Distance</u>	<u>TIP Height</u>
Swedcom	ALP-9212	100.00	Ft	123.00
Swedcom	ALP-9212	50.00	Ft	123.00
Swedcom	ALP-9212	50.00	Ft	123.00

**Microwave Equipment**

<u>Manufacturer</u>	<u>Model</u>	<u>Structure Height</u>	<u>Primary Center Line</u>
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N/A

Together with any receiving antenna(s) related thereto and miscellaneous materials associated therewith such as, without limitation, the mounts, cable, ladder, coaxial cable, other similar miscellaneous materials, and equipment cabinets or shelters, as applicable.