

Return Document and
Future Tax Statements to:
Unison Site Management, LLC
551 Fifth Avenue, 31st Floor
New York, NY 10176

Parcel ID No.: L.D. BIR-7336

ASSIGNMENT OF LEASES

This Assignment of Lease ("Assignment"), made and entered into effective as of this ___th day of January, 2004 is from Gingo-Morgan Park, an Alabama general partnership composed of Myra Jo Gingo and Morgan-Park, Ltd., having an address of 2024 Wood Sorrell Drive, Birmingham, Alabama, 35244 ("Assignor"), to Unison Site Management, LLC, a Delaware limited liability company, having an address of 551 Fifth Avenue, New York, NY 10176 ("Assignee").

WITNESSETH:

WHEREAS, Assignor entered into that certain agreements specified on Exhibit A (the "Leases") related to certain property specified on Exhibit B; and

WHEREAS, Assignor has agreed to convey, assign, transfer and deliver to Assignee certain assets including without limitation the Leases; and

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of such assets, Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights, title and interests in and to the Leases.

AGREEMENT:

NOW, THEREFORE, intending to be legally bound, 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 agree as follows:

1. The recitals set forth above are incorporated herein by reference and made a part of this Assignment.
2. Assignor does hereby, as of the Effective Date, irrevocably assign, transfer, set over, and deliver to Assignee all of Assignor's rights, title and interests in and to the Leases, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the Property.
3. Assignee does hereby accept such assignment from and after the date of this Assignment and assumes only the obligations and liabilities of Assignor under the Leases accruing on or after the date of this Assignment.
4. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder. Neither the execution and performance of this Agreement or the agreements contemplated hereby, nor the consummation of the transaction contemplated hereby or applicable to the Property thereby will violate any law, including any regulatory approval.
5. Assignor has delivered to Assignee true, correct and complete copies of the Leases, and, to Assignor's best knowledge, no party is in default of any of their respective obligations under the Leases nor has provided notice of intent to terminate. Assignor has no knowledge of any litigation or proceedings affecting the Leases.
6. Assignor has not received any rents or other amounts due Assignor under the Leases for any period exceeding thirty (30) days from the date hereof.
7. This Assignment shall be governed by the laws of the jurisdiction in which the Property is located, and may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each party has caused this Assignment to be duly executed and delivered in its name and on its behalf, as of the date first above written.

(Signatures to follow on 3 separate pages)

James Odum

ASSIGNMENT OF LEASE

Assignor Signature page

[ASSIGNOR]

Gingo-Morgan Park, an Alabama general partnership

Witness: Anne Marshall
Name: Anne Marshall

By: Myra Jo Gingo
Name: Myra Jo Gingo, Partner

Witness: Anne Marshall
Name: ANNE MARSHALL

By: Morgan-Park, Ltd, Partner
By: Robert W. Bone
Name: Robert W. Bone, General Partner

Witness: Anne Marshall
Name: Anne Marshall

By: Chenault Investment Co, Inc
By: Benford L. Chenault
Name: Benford L. Chenault
a/k/a B. L. Chenault, as its President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Myra Jo Gingo, whose name as Partner of GINGO-MORGAN PARK, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, she, as such Partner, and with full authority, executed the same voluntarily for and as the act of said General Partnership.

Given under my hand and official seal, this the 16th day of January, 2004.

Anne P. Marshall
Notary Public

My commission expires: 3/13/2007

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Robert W. Bone, whose name as General Partner of Morgan-Park, Ltd., an Alabama Limited Partnership, as Partner GINGO-MORGAN PARK, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such General Partner, and with full authority, executed the same voluntarily for and as the act of said Limited Partnership, acting in its capacity as Partner as aforesaid.

Given under my hand and official seal, this the 16th day of January, 2004.

Anne P. Marshall
Notary Public

My commission expires: 3/13/2007

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Benford L. Chenault a/k/a B. L. Chenault, whose name as President of Chenault Investment Co., Inc., a corporation, as General Partner of Morgan-Park, Ltd., an Alabama Limited Partnership, as Partner of GINGO-MORGAN PARK, an Alabama General Partnership, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as General Partner of Morgan-Park, Ltd., acting in its capacity as Partner as aforesaid.

Given under my hand and official seal, this the 16th day of January, 2004.

Anne P. Marshall
Notary Public

My commission expires: 3/13/2007

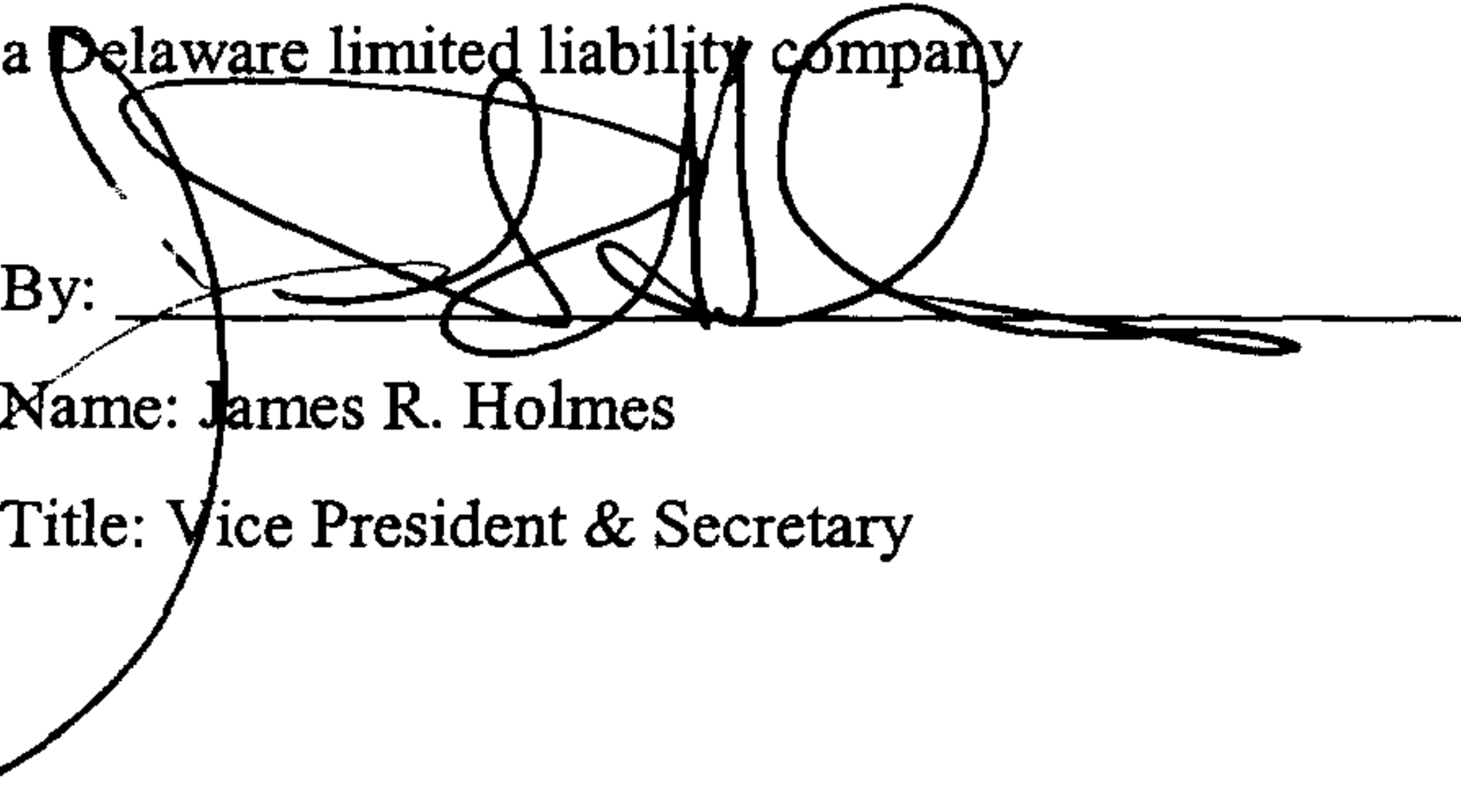
ASSIGNMENT OF LEASE

Assignee Signature page

[ASSIGNEE]

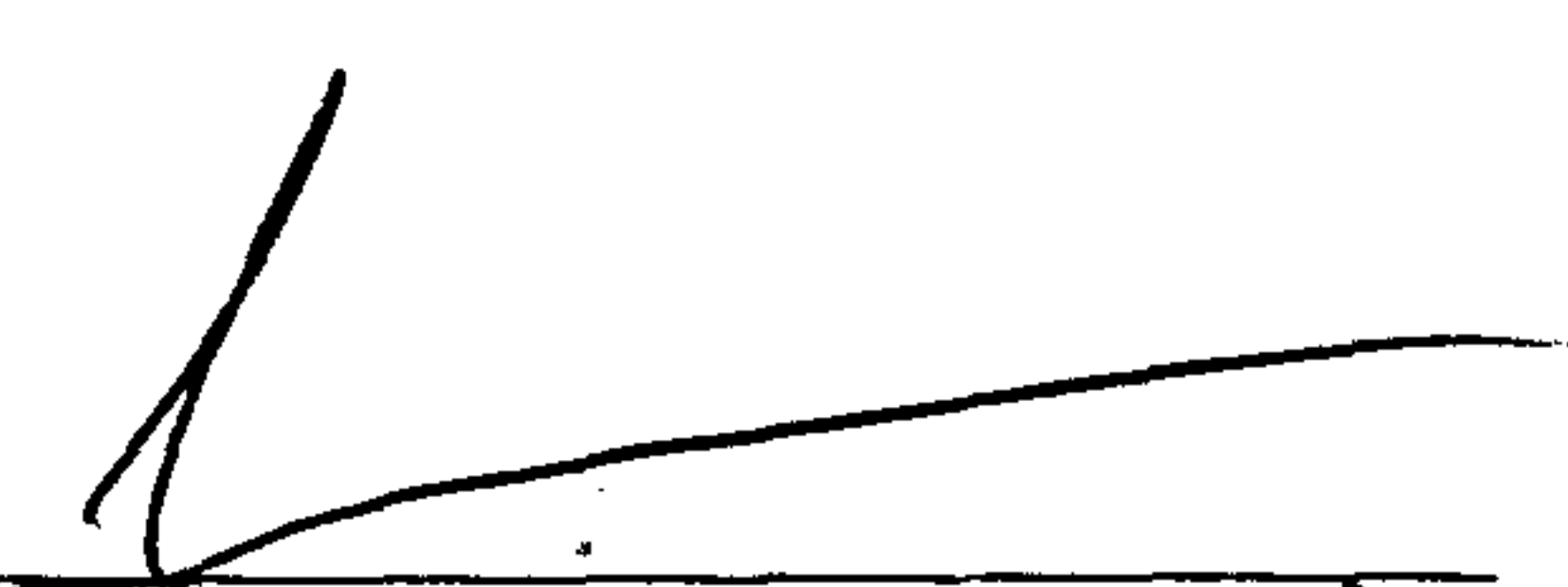
Unison Site Management, LLC

a Delaware limited liability company

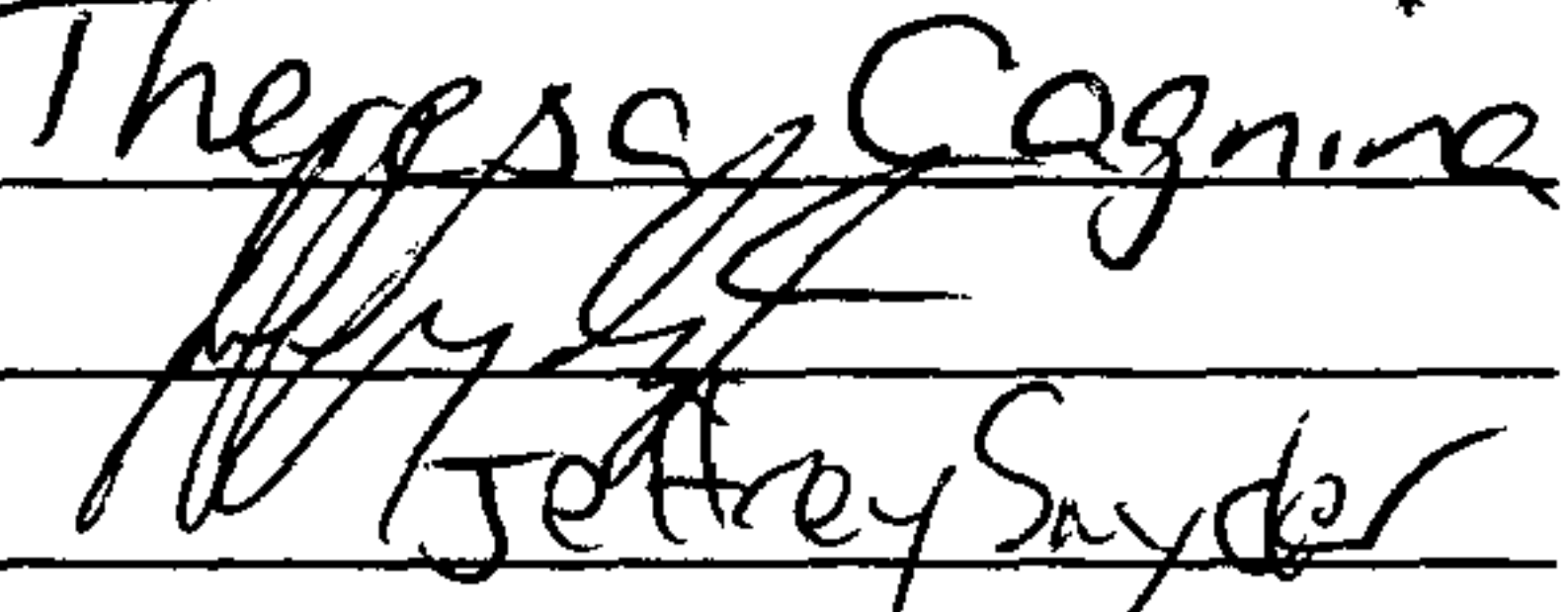
By: 

Name: James R. Holmes

Title: Vice President & Secretary

Witness: 

Name: Theresa Cagnina

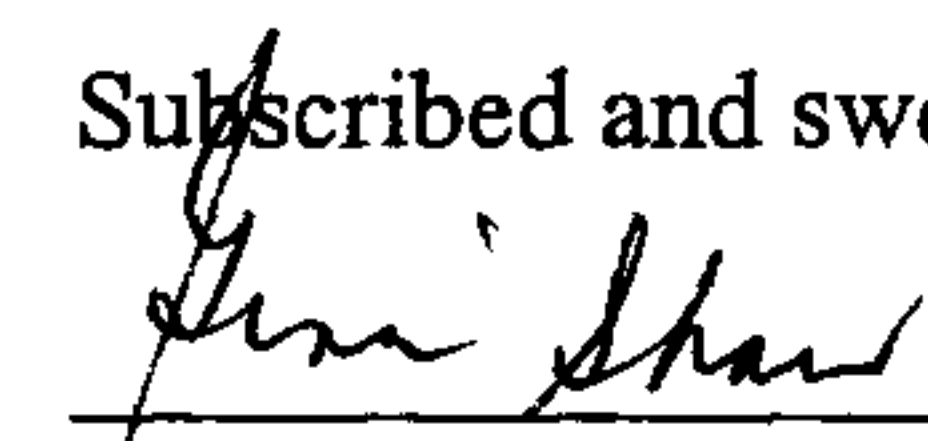
Witness: 

Name: Jeffrey Snyder

State of New York
County of New York

Before me, the undersigned authority, personally appeared James R. Holmes, who being duly sworn, testified under oath that he is the Vice President & Secretary of Unison Site Management, LLC and that the attached instrument is true and correct and executed by him as his free act and deed.

Subscribed and sworn to (or affirmed) before me this 13th day of January, 2004.



Notary

Identity proven on the basis of personal knowledge

GINA SHAW
Notary Public, State of New York
No. 01SH6046743
Qualified in Richmond County
Commission Expires Aug. 21, 2007

Exhibit A to Assignment

Description of Leases

Assignor assigns and transfers to Assignee, as of the date hereof, all of its right, title and interest in, to and under any existing lease agreements, and any assignments thereof, affecting any portion of the property described in Exhibit B under any leases, including, without limitation, the following:

That certain PCS Site Agreement by and between Sprint Spectrum L.P. and Gingo-Morgan Park, Ltd. dated July 12, 1996 and filed for the record in the Probate Office of Shelby County, Alabama on May, 22, 1997, as amended by the letter dated September 9, 1998, and as further amended by the Amendment to PCS Site Agreement and Consent to Sublease dated November 8, 1999.

Exhibit B to Assignment
Description of the Property

A parcel of land situated in the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 31, Township 19 South, Range 2 West Shelby County, Alabama and being more particularly described as follows:

Commence at the Southeast corner of the Northwest quarter of the Northeast quarter of the Northwest quarter of section 31, Township 19 South, Range 2 West, thence run North 1 degree 15 minutes 24 seconds West for a distance of 191.42 feet to a point; thence run south 86 degrees 43 minutes 00 seconds West for a distance of 521.87 feet to a point; said point being the point of beginning. Thence run South 1 degree 15 minutes 24 seconds East for a distance of 50.65 feet to a point on the North right of way line of Morgan Park Drive; thence run on a curve to the left having a radius of 351.07 feet, an arc length of 103.49 feet and being subtended by a chord bearing North 68 degrees 24 minutes 04 seconds West with a distance of 103.12 feet; thence run North 1 degree 15 minutes 22 seconds West for a distance of 6.69 feet to a point; thence run North 86 degrees 42 minutes 34 seconds East for a distance of 95.34 feet to a point, said point being the Point of Beginning.