

BOOK

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STATE MS. - DESOTO CO. FILED

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W.E. DAVIS CH. CLK.

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DeSoto County, Mississippi
Site ID TN-1562 / Name Tunica Connector

ASSIGNMENT OF LEASES

20 This Assignment of Leases ("Assignment") is made and entered into effective as of the 20 day of April, 1999, by and between Tower Parent Corp., a Delaware corporation and affiliate of Nextel, as hereinafter defined, ("Parent Co."), and Tower Asset Sub, Inc., a Delaware corporation and an affiliate of Nextel and Parent Co. ("Tower Sub").

WITNESSETH:

WHEREAS, Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications ("Nextel"), 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, and the continuing lease by Nextel of certain ground and/or platform space on such tower assets pursuant to a Master Site Lease Agreement of even date herewith (the "Master Lease");

WHEREAS, Nextel is either the tenant or the successor in interest to the tenant, as the case may be, to that certain October 9, 1997 lease by and between Warren W. Sullivan as landlord and Nextel South Corporation, a Georgia Corporation, d/b/a Nextel Communications as tenant (as the same may have heretofore been assigned, modified or supplemented, the "Prime Lease");

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 DeSoto County, Mississippi (the "Property"), and all subleases and sublicenses between Nextel as sublessor or sublicensor

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and third party sublessees and sublicensees, if any (collectively, the "Tenant Leases"), being the same Property and Tenant Leases assigned to Parent Co. from Nextel by Assignment of Leases of even date herewith, intended to be filed immediately prior to this instrument.

WHEREAS, in connection with the conveyance, assignment, transfer and delivery of Nextel's tower assets, Parent Co. desires to assign to Tower Sub, and Tower Sub 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 and Assumption. Parent Co. does hereby assign, transfer, set over, and deliver to Tower Sub all of Parent Co.'s rights, title and interests in and to the Prime Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Prime Lease, the Property, and the Tenant Leases. Tower Sub 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 sublicensee 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. Reconveyance. Notwithstanding anything to the contrary contained herein, in the event Nextel exercises its option pursuant to the terms of the Master Lease to re-acquire from Tower Sub its rights, title and interests in the Property, then all of Tower Sub's interest therein shall automatically re-convey to Nextel. The parties hereby agree to execute any instrument or other documents required to evidence any such reconveyance.
5. 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.
6. Counterparts. This Assignment may be executed in two or more counterparts, all of which taken together shall constitute one and the same instrument.

7. 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.

8. 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.]

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

Tower Parent Corp.,
a Delaware corporation

Jan Col
Witness

By: *Glen F. Spivak* [SEAL]

Name: Glen F. Spivak
Its: Vice President

P. Hids
Witness

By: *Ried Zulager* [SEAL]

Name: Ried Zulager
Its: Secretary

Tower Asset Sub, Inc.,
a Delaware corporation

Jan Col
Witness

By: *Richard J. Byrne* [SEAL]

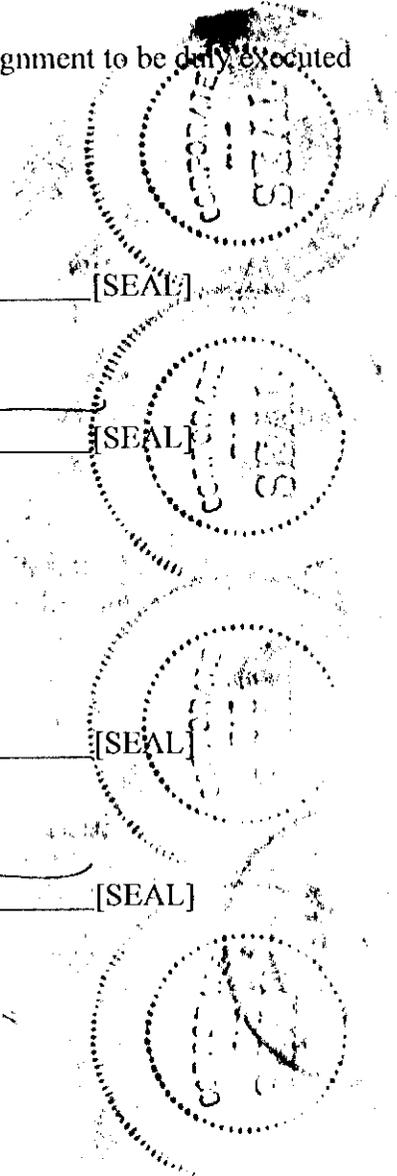
Name: Richard J. Byrne
Its: Vice President

P. Hids
Witness

By: *Ried Zulager* [SEAL]

Name: Ried Zulager
Its: Secretary

Address of Assignee/Grantee:
c/o SpectraSite Communications, Inc.
8000 Regency Parkway, Suite 570
Cary, NC 27511
Attn: General Counsel



Corporate Acknowledgment

Site ID TN-1562

State of Virginia)
) ss:
County of Fairfax)

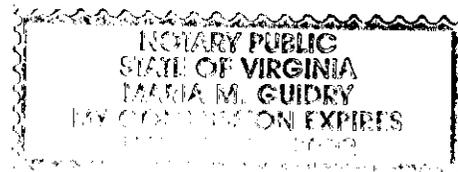
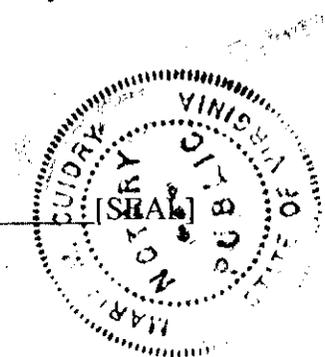
On April 16, 1999, before me, the undersigned officer, personally appeared:
(a) Glen F. Spivak, with an address at 1505 Farm Credit Drive, McLean, VA 22102,
and
(b) Ried Zulager, with an address at 1505 Farm Credit Drive, McLean, VA 22102
personally known and acknowledged himself/herself/themselves to 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

Notary Public

My commission expires:



Corporate Acknowledgment

Site ID TN-1562

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 Tower Asset Sub, Inc., 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

Notary Public

My commission expires:

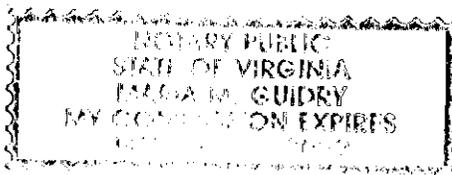
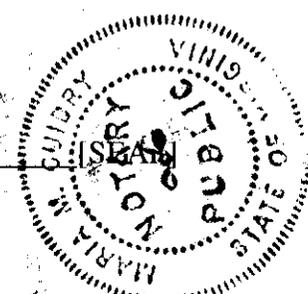


EXHIBIT A

Site ID TN-1562

Site Name Tunica Connector

Legal Description

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

- Underlying Parcel Owned by Landlord.
- Leased Property.

EXHIBIT A

DESCRIPTION OF LAND

to the Agreement dated 10-9, 199 7, by and between
Warren W. Sullivan as Lessor, and Dial Call, Inc., d/b/a Nextel Communications,
as Lessee. ~~XXXXXXXXXX~~ Nextel South Corp. *ES*

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

Tract 2: All of the fractional Section Twenty-eight (28), Township One (1), Range Nine (9) West, less that part conveyed to the Yazoo Mississippi levee Board and less that part conveyed to Louis Fritz by deed in Book 13, page 93, and less that part within the right of way of the Illinois Central Railroad containing 441 acres, more or less.

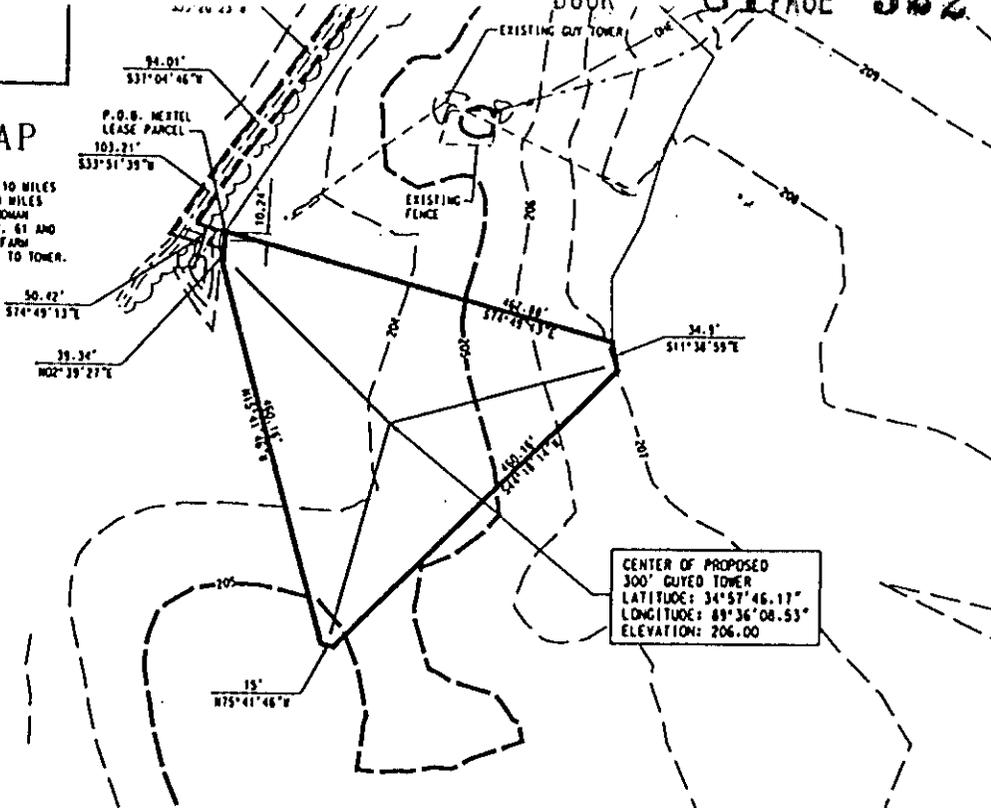
Also a strip of land off the North side of Section Thirty-three (33), Township One (1), Range Nine (9) West, described as beginning at a point on the South line of Section Twenty-eight (28), Township One (1), Range Nine (9) West 17 1/2 chains East of the West line of Section Twenty-eight (28), Township One (1), Range Nine (9) West, and running along the said South line of said Section Twenty-eight (28) East to the Y and M V Railroad Company right-of-way; thence running Southwesterly along said right-of-way 17.375 chains, more or less, to an iron pointer; thence West 60 chains, more or less, to a point 17.5 chains East of the West line of Section Thirty-three (33), Township One (1), Range Nine (9) West; running thence North 17.375 chains to the point of beginning on the South line of said Section Twenty-eight (28). The above described land is the same land conveyed by Mrs. Mattie C. Williams and others to H. P. Sullivan by deed in Book 21, page 53, less and except the part thereof conveyed in the deed to the Levee Board in Deed Book 69 at page 301 described above.

LOCATION MAP

DIRECTIONS:
 FROM MEMPHIS, TAKE I-55 SOUTH FROM 1-240 APPROX. 10 MILES TO HWY. 302. TAKE HWY. 302 WEST AND GO APPROX. 10 MILES TO BALLS, MS. STAY ON HWY. 302 WHICH BECOMES GOODMAN RD. 1. GO OVER THE NEW HWY. 61. THEN OVER OLD HWY. 61 AND OVER THE RAILROAD TRACKS. TURN RIGHT ON THE BIRT FARM ROAD & GO ABOUT 400' & TURN LEFT. GO ANOTHER 400' TO TOWER.

LEGEND

- EASEMENT LINE
- BUILDING
- EDGE OF PAVEMENT
- - - FENCE LINE
- LEASE PARCEL LINE
- RIGHT OF WAY LINE
- - - SECTION LINE
- - - OVERHEAD TELEPHONE LINE
- - - OVERHEAD POWER LINE
- - - INDEX CONTOUR
- - - INTERMEDIATE CONTOUR
- - - STORM PIPE
- 523.00 SPOT ELEVATION
- CONCRETE MONUMENT, FOUND
- CONCRETE MONUMENT, SET
- PROPERTY CORNER, FOUND
- PROPERTY CORNER, SET
- ◇ UTILITY POLE



DESCRIPTION OF METTEL LEASE PARCEL TUNICA CONNECTOR SITE T-1562-B

A parcel of land situated in the Southeast quarter of Section 28, Township 1 South, Range 9 West, Deato County, Mississippi and being more particularly described as follows:

Commence at the Southeast corner of Section 28, Township 1 South, Range 9 West, (as determined from Mississippi Department of Transportation plans), run on a relative bearing North 90°00'00\"

ADDITIONAL INFORMATION

SITE ADDRESS	
615 HIGHWAY 61	
GOODMAN ROAD	
TUNICA, MISSISSIPPI 38868	
BUILDING PERMIT	
BURKE COUNTY	
PLANNING COMMISSION	
25.30 HWY 31 SOUTH	
MEMPHIS, MS 38132	
PHONE: 901-439-244	
BUILDING PERMIT # REQUIRED	
POWER	
UTILITY	
P.O. BOX 2888	
JACKSON, MS 39201	
CONTACT: STEVE WHELAN	
PHONE: 601-343-7373	
TELEPHONE	
MEMPHIS	
615 HIGHWAY 302	
CLARKDALE, MS 38841	
CONTACT: BILLY SMITH	
PHONE: 601-424-6021	

Sold parcel contains 2.62 acres.

DESCRIPTION OF METTEL 20' EGRESS/EGRESS EASEMENT TUNICA CONNECTOR SITE T-1562-B

An easement situated in the Southeast quarter of Section 28, Township 1 South, Range 9 West, Deato County, Mississippi and being more particularly described as follows:

Commencing at the Southeast corner of Section 28, Township 1 South, Range 9 West, (as determined from Mississippi Department of Transportation plans), run on a relative bearing North 90°00'00\"

33
 1002.2
 P.O.B.
 20' EGRESS

