

THIS INSTRUMENT IS BEING  
RE-RECORDED TO CORRECT  
CROSS-REFERENCE AND EXHIBIT B.

P BK 91 PG 22

P2 STATING - DISORD 00.  
P3  
P4 Aug 15 3 04 PM '01

P BK 92 PG 599

BK 91 22

This instrument was prepared by and  
after recording please return to:

David F. Webber, Esq.  
6363 Woodway, Suite 610  
Singleton, Cooksey, Hanson & Lamberth, L.L.P.  
Houston, TX 77057  
Phone: (713) 532-6200  
Fax: (713) 532-6400

Cross Reference:

~~Deed Book 422, Page 108~~, Deed Book 353,  
Desoto County, Mississippi Page 136

Indexing Instructions:

NE 1/4 of SE 1/4, Sec 24 T25 R8W

STATE OF MISSISSIPPI §  
§  
COUNTY OF DESOTO §

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Assignment and Assumption Agreement ("Assignment") is made and entered into as of the 30<sup>TH</sup> day of June, 2001 by and among Powertel, Inc., a Delaware corporation ("Powertel"), Powertel/Memphis, Inc., a Delaware corporation (the "Assignor"), with its principal offices located at c/o Powertel, Inc., 1233 O.G. Skinner Drive, West Point, Georgia 31833 and Crown Castle PT Inc., a Delaware corporation, with its principal offices located at c/o Crown Communication Inc., 375 Southpointe Boulevard, Canonsburg, Pennsylvania 15317 (the "Assignee").

**WITNESSETH**

**WHEREAS**, Powertel, Assignor and Assignee, together with Crown Castle International Corp., Powertel/Atlanta, Inc., Powertel/Birmingham, Inc., Powertel/Jacksonville, Inc., Powertel/Memphis, Inc., Powertel Birmingham Towers, LLC, Powertel Atlanta Towers, LLC, Powertel Jacksonville Towers, LLC, Powertel Kentucky Towers, LLC, and Powertel Memphis Towers, LLC entered into a Build to Suit Agreement dated as of September 27, 1999 (the "BTS Agreement");

**WHEREAS**, Assignor desires to grant, sell, convey, assign, transfer and deliver and Assignee desires to accept and acquire all of the right, title, and interest of Assignor in and to

attached hereto and incorporated herein by this reference (the "Lease") affecting the Build Site described on Exhibit A-1 (the "Subject Site") and the Tower Structure located on the Subject Site;

**WHEREAS**, the Lease is evidenced of record by that certain Memorandum of Lease more particularly described on Exhibit B attached hereto and incorporated herein by this reference;

**WHEREAS**, contemporaneously with the execution of this Assignment, Assignor and Assignee are entering into an SLA, whereby Assignee is leasing to Assignor certain space on the Tower Structure and certain other rights as described therein, with the respective rights and obligations of the parties to the SLA being set forth in such SLA and in the Master Lease described therein;

**NOW, THEREFORE**, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. Assignor hereby unconditionally grants, sells, conveys, assigns, transfers and delivers to Assignee all right, title and interest of Assignor in and to the Tower Structure and the Lease, to have and to hold forever, subject to the SLA applicable to the Subject Site and the Permitted Encumbrances. Assignee hereby accepts such assignment and agrees to assume all of the obligations of Assignor accruing from and after the date hereof for performance of all of the terms, conditions and covenants of Assignor as lessee or tenant under the Lease, including the obligation to pay rent provided, however, Assignor shall remain liable for all of the obligations of Assignor accrued under the Lease as of the date hereof.

2. Subject to the SLA applicable to the Subject Site, Powertel and Assignor hereby grant, sell, convey, assign, transfer, and deliver to Assignee (i) all warranties and other rights as regards the Site Acquisition Activities with respect to the Subject Site, including under all design, construction and other agreements and contracts with any Persons who performed Site Acquisition Activities with respect to the Subject Site, (ii) all of their respective rights to the Subject Site, and (iii) all permits or other rights under any federal, state, territorial, county, municipal, local or other government or governmental agency or body or any other type of regulatory body, whether domestic or foreign, including without limitation, the Federal Communications Commission ("FCC") and the Federal Aviation Authority (excluding FCC licenses), which are held with respect to the ownership or use of the Subject Site, except to the extent such permits and rights are not transferable to Assignee and to the extent (and only to the extent) any such permits and rights are needed by Powertel or Assignor in the operation of their businesses.

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3. Each of the parties to this Assignment acknowledges the respective rights and obligations of Assignor and Assignee, which are created pursuant to the SLA applicable to the Subject Site, and the Master Lease described therein.

4. To the extent provided in the BTS Agreement, Powertel and Assignor from time to time after the date hereof, at Assignee's request, will execute, acknowledge and deliver to Assignee such other instruments of conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to more effectively evidence or vest in Assignee, or to more fully put Assignee in possession of the Tower Structure, the Lease, the Subleases and the warranties and other rights described herein, or to better enable Assignee to complete, perform or discharge any of the liabilities assumed hereunder.

5. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person or entity, other than Powertel, Assignor and Assignee and their respective successors and assigns, any remedy or claim under or by reason of this instrument or any term, covenant or condition hereof, and all of the terms, covenants, conditions, promises and agreements contained in this instrument shall be for the sole and exclusive benefit of Powertel, Assignor and Assignee and their respective successors and assigns.

6. Neither the making nor the acceptance of this instrument or any other instruments of conveyance, assignment, transfer or other agreement executed and delivered by Powertel, Assignor or Assignee in connection with the transactions contemplated by the BTS Agreement shall enlarge, restrict or otherwise modify the terms, conditions, and provisions of the BTS Agreement or constitute a waiver or release by Powertel, Assignor or Assignee of any liabilities, duties or obligations imposed upon any of them by the terms, conditions and provisions of the BTS Agreement, including, without limitation, the representations and warranties and other provisions which the BTS Agreement provides shall survive the date hereof to the extent provided in the BTS Agreement.

7. This instrument is being executed by Powertel, Assignor and Assignee and shall be binding upon Powertel, Assignor and Assignee, and their respective successors and assigns, for the uses and purposes set forth and referred to, and shall be effective as of the date hereof.

8. This instrument shall be governed by and enforced in accordance with the laws of the State of Georgia without reference to its choice of law rules.

9. This instrument may be executed in multiple counterparts, each of which is an original, and all of which together shall be deemed to be one and the same instrument.

10. Capitalized terms which are used, but which are not otherwise defined in this Assignment, shall have the meaning ascribed to such terms in the BTS Agreement.

[SIGNATURES ON FOLLOWING PAGE]

P     BK     91     PG     26  

  P     BK     92     PG     603  

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Assignment on the date first written.

Executed under seal as of the day and year first written above.

[remainder of page intentionally  
left blank; signature pages  
for both Assignor and Assignee follow]

ASSIGNOR:

POWERTEL/MEMPHIS, INC.  
a Delaware corporation

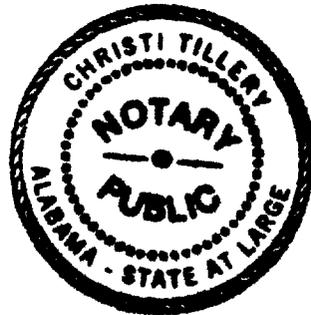
By: Jill F. Dorsey  
Name: Jill F. Dorsey  
Title: Vice President General Counsel

ACKNOWLEDGEMENT

STATE OF Alabama  
COUNTY OF Chambers

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13<sup>th</sup> day of March, 2001, within my jurisdiction, the within named Jill F. Dorsey, who acknowledged that he/she is the Vice President/General Counsel, of Powertel/Memphis, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Christi Tillery  
Notary Public.  
Name: Christi Tillery (Print)  
My Commission Expires: Feb 12, 2005  
(Notarial Stamp/Seal)



MY COMMISSION EXPIRES FEB. 12, 2005

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

POWERTEL, INC.

POWERTEL, INC.,  
a Delaware corporation

By: Jill F. Dorsey  
Name: Jill F. Dorsey  
Title: Vice President/General Counsel  
Date: \_\_\_\_\_

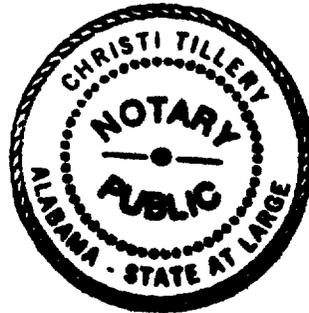
[CORPORATE SEAL]

ACKNOWLEDGMENT

STATE OF Alabama  
COUNTY OF Chambers

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15<sup>th</sup> day of March, 2001, within my jurisdiction, the within named Jill F. Dorsey, who acknowledged that he/she is the Vice President/General Counsel, of Powertel, Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

Christi Tillery  
Notary Public  
Name: Christi Tillery (Print)  
My Commission Expires: Feb 12, 2005  
(Notarial Stamp/Seal)



[CONTINUED FROM PREVIOUS PAGE]

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**ASSIGNEE:**

CROWN CASTLE PT Inc., a Delaware corporation

By: [Signature]  
Name: Steven E. Nidey  
Title: Regional Vice President

**ACKNOWLEDGEMENT**

STATE OF Tennessee  
COUNTY OF Williamson

Personally appeared before me, the undersigned authority in and for the said county and state, on this 15 day of March, 2001, within my jurisdiction, the within named Steven E. Nidey, who acknowledged that he/she is the Regional Vice President of Crown Castle PT Inc., a Delaware corporation, and that for and on behalf of the said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation to do so.

[Signature]  
Notary Public  
Name: Wendy R Walker (Print)  
My Commission Expires: 5/15/04  
(Notarial Stamp/Seal)

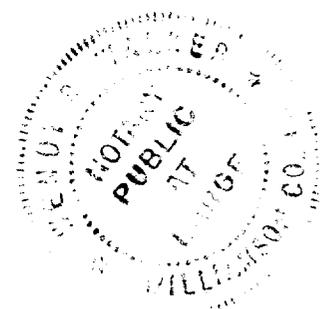


Exhibit A  
Ground Lease

That certain Tower Site Lease Agreement between Desoto Electronic Transmission Group as Lessor and Powertel/Memphis, Inc. as Lessee, dated February 29, 2000 for the tower site known as Nesbit located at Desoto County, Mississippi.

Nesbit  
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Exhibit A-1  
Legal Description

P BK 91 PG 31

P BK 92 PG 1008

BEING A LEGAL DESCRIPTION OF A COMPOUND LEASE AREA, BEING PART OF THE J.V. FRANKLIN PROPERTY KNOWN AS TAX PARCEL 20862400.000 15.00, AND BEING PART OF THE PROPERTY RECORDED IN DEED BOOK 353, PAGE 136 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, AND BEING PART OF LOT 2 OF THE PROPOSED SECTION "A", FRANKLIN COMMERCIAL SUBDIVISION, SAID PROPERTY BEING SITUATED IN DESOTO COUNTY; MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 SOUTH, RANGE 8 WEST AND DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 8 WEST, AND RUNNING THENCE SOUTH 100 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 769.33 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1,641.57 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING IN THE EAST LINE OF THE J.V. FRANKLIN PROPERTY AND THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 02 DEGREES 02MINUTES 23 SECONDS EAST ALONG SAID EAST LINE 60.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS WEST - 60.00 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 23 SECONDS WEST 60.00 FEET; THENCE SOUTH 89 DEGREES 5 MINUTES 40 SECONDS EAST - 60.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,598 SQUARE FEET OF 0.083 ACRES, MORE OR LESS.

THIS IS A VACANT PROPERTY.

BEARINGS ARE RELATED TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM (NAD - 83, WEST ZONE).

P BK 92 PG 1009

Legal Description

Ingress/egress and utility easement

BEING A LEGAL DESCRIPTION OF A PROPOSED POWERTEL/MEMPHIS PCS COMPOUND LEASE AREA, BEING PART OF THE J.V. FRANKLIN PROPERTY KNOWN AS TAX PARCEL 20862400.000 15.00, AND BEING PART OF THE PROPERTY RECORDED IN DEED BOOK 353, PAGE 136 AT THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI, AND BEING PART OF LOT 2 OF THE PROPOSED SECTION "A", FRANKLIN COMMERCIAL SUBDIVISION, SAID PROPERTY BEING SITUATED IN DESOTO COUNTY; MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 24 SOUTH, RANGE 8 WEST AND DESCRIBED AS:

COMMENCING AT THE NORTHEAST CORNER OF THE CORNER OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 8 WEST, AND RUNNING THENCE SOUTH 100 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 829.28 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1,659.18 FEET TO THE TRUE POINT OF BEGINNING, BEING IN THE SOUTH LINE OF A PROPOSED LEASE AREA; THENCE SOUTH 02 DEGREES 02 MINUTES 23 SECONDS EAST - 307.24 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 40 SECONDS WEST - 371.95 FEET TO A POINT IN THE EAST LINE OF U.S. HIGHWAY NO. 51; THENCE NORTH 02 DEGREES 54 MINUTES 25 SECONDS WEST ALONG SAID EAST LINE - 18.02 FEET TO THE SOUTHWEST CORNER OF LOT 6 OF SECTION A, FRANKLIN COMMERCIAL SUBDIVISION; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF LOT 2 AND ITS EASTWARD PROJECTION - 352.20 FEET; THENCE NORTH 02 DEGREES 02 MINUTES 23 SECONDS WEST - 289.23 FEET TO A POINT IN THE SOUTH LINE OF A PROPOSED LEASE AREA; THENCE SOUTH 89 DEGREES 55 MINUTES 40 SECONDS EAST ALONG SAID LINE - 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 12,482 SQUARE FEET OR 0.286 ACRES, MORE OR LESS.

THIS IS A VACANT PROPERTY.

BEARINGS ARE RELATED TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM (NAD - 83, WEST ZONE)

Exhibit B  
Memorandum of Lease

P BK 91 PG 33

P BK 92 PG 610

That certain Memorandum of Lease dated February 21, 2001, file of record March 15, 2001 in Deed Book P-88, Page 763, in the ~~office of real property records~~ Desoto County, Mississippi ~~Records~~.  
Chancery Court Clerk's Office for

92 STATE MS. - DESOTO CO.  
FILED

JAN 24 3 17 PM '02

BK 92 PG 599  
W.E. DAVIS CH. CLK.

Nesbit  
M-MS-017-430