

This Instrument was prepared by

When recorded return to:
June Smith, LandAmerica 08-019471
5 Concourse Parkway, Suite 1425
Atlanta, Georgia 30328
601-636-5433

Index in:
Swg of
SS, T3S, R6W

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 5 day of March, 2008 ("Transfer Date"), by COMMUNICATIONS TOWERS/CONSTRUCTION & LEASING, LLC, a Mississippi limited liability company, having an address at 7056 Country Oaks Drive, Southaven, Mississippi 38671, Fax Number (662) 349-9467 ("Assignor"), to SBA TOWERS II LLC, a Florida corporation, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of January 18, 2008 ("Purchase Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to sell and convey to Assignee all improvements thereon, including all communications towers or monopoles on the Real Property (as defined on Exhibit "A"). All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **ASSIGNMENT**. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns

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and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenances relating to the Real Property, (ii) all Easements benefiting the Real Property, and (iii) all Improvements constructed on the Real Property or the Easements.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of the Purchase Agreement occurred or shall occur in DeSoto County, Mississippi. Any civil action or legal proceeding arising out of or relating to this Assignment shall be brought in the courts of record of the State of Mississippi in DeSoto County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in the Purchase Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Mississippi without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9. PURCHASE AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

[The remainder of this document intentionally left blank. Signatures to follow.]

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

ASSIGNOR:

COMMUNICATIONS
TOWERS/CONSTRUCTION & LEASING,
LLC, a Mississippi limited liability company

Nicole L. Lovett
Print Name: Nicole L. Lovett

By: Jacquelyn V. Franklin
Print Name: Jacquelyn V. Franklin
Title: manager

Julie M. Valsamis
Print Name: Julie M. Valsamis

STATE OF MISSISSIPPI }
COUNTY OF Tate }

Personally appeared, before me, the undersigned authority in and for the said county and state, on this 5th day of March 2008, within my jurisdiction, the within named Jacquelyn V. Franklin, who acknowledged that (he)(she) is manager of Communication Towers/Construction & Leasing, LLC, a Mississippi limited liability company, and that for and on behalf of the said company, and as its act and deed (he)(she) executed the above and foregoing instrument at first having been duly authorized by said company so to do.

Patsy T Springer
Notary Public
Print Name: Patsy T Springer
My Commission Expires: 12/10/11



Witnesses:

ASSIGNEE:

SBA TOWERS II LLC, a Florida limited liability company

Debra Dibetta
Print Name: Debra Dibetta

By: [Signature]
Thomas P. Hunt,
Senior Vice President & General Counsel

Ghani Morales
Print Name: GHANI MORALES

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

Personally appeared, before me, the undersigned authority in and for the said county and state, on this 5th day of March 2008, within my jurisdiction, the within named THOMAS P. HUNT, who acknowledged that (he)(she) is SENIOR VICE PRES. of SBA Towers II, LLC, a Florida limited liability company, and that for and on behalf of the said company, and as its act and deed (he)(she) executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Nicole Pocchia
Notary Public
Print Name: NICOLE POCCHIA
My Commission Expires: 2/27/2012

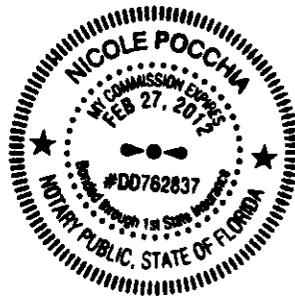


EXHIBIT "A"

The Ground Lease

That certain Option and Lease Agreement dated April 30, 2001 by and between Jon E. Vaughn and Communication Towers/Construction & Leasing, LLC, a Mississippi limited liability company, as evidenced by that Memorandum of Lease Agreement dated April 30, 2001 and recorded on June 18, 2001 in Book 90, Page 307, public records of DeSoto County, Mississippi.

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EXHIBIT "B"**Real Property****Lewisburg**

LEASE AREA (PER PRIOR SURVEY BY SMITH ENGINEERING FIRM, INC, DATED 9/10/01)

A 0.23, more or less, acre tract located in the Southwest Quarter of Section 5, Township 3 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southwest Corner of Section 5, Township 3 South, Range 6 West; thence South 89 degrees 59 minutes 04 seconds East, 1756.64 feet; thence North 00 degrees 00 minutes 00 seconds East, 1310.19 feet; thence North 22 degrees 06 minutes 50 seconds East, 113.80 feet to a 1/2" pipe set, said point being the True Point of Beginning for the herein described tract; thence North 82 degrees 43 minutes 52 seconds West, 100.00 feet to a 1/2" pipe set; thence North 07 degrees 16 minutes 08 seconds East, 100.00 feet to a 1/2" pipe set; thence South 82 degrees 43 minutes 52 seconds East, 100.00 feet to a 1/2" pipe set; thence South 07 degrees 16 minutes 08 seconds West, 100.00 feet to the Point of Beginning and containing 0.23, more or less, acres of land being subject to all codes, covenants, restrictions, revisions, regulations, easements, and rights-of-way of record that affect the herein described property.

30' INGRESS/EGRESS & UTILITY EASEMENT (PER PRIOR SURVEY BY SMITH ENGINEERING FIRM, INC, DATED 9/10/01)

A 16,761, more or less, square feet 30 feet wide Ingress/Egress Easement located in the Southwest Quarter of Section 5, Township 3 South, Range 6 West, DeSoto County, Mississippi and being more particularly described as follows:

Commencing at the Southwest Corner of Section 5, Township 3 South, Range 6 West; thence South 89 degrees 59 minutes 04 seconds East, 1756.64 feet; thence North 00 degrees 00 minutes 00 seconds East, 1310.19 feet; thence North 22 degrees 06 minutes 50 seconds East, 113.80 feet to a 1/2" pipe set; thence North 82 degrees 58 minutes 46 seconds West, 23.17 feet, said point being the True Point of Beginning for the herein described tract; thence South 07 degrees 01 minutes 14 seconds West, 9.72 feet; thence South 46 degrees 11 minutes 11 seconds West, 24.49 feet; thence South 49 degrees 36 minutes 11 seconds West, 93.73 feet; thence North 81 degrees 36 minutes 06 seconds West, 251.48 feet; thence North 76 degrees 00 minutes 43 seconds West, 206.81 feet; thence North 17 degrees 18 minutes 55 seconds East, 30.05 feet; thence South 76 degrees 00 minutes 43 seconds East, 203.60 feet; thence South 81 degrees 36 minutes 06 seconds East, 236.41 feet; thence North 49 degrees 36 minutes 11 seconds East, 79.23 feet; thence North 46 degrees 11 minutes 11 seconds East, 11.70 feet; thence South 82 degrees 58 minutes 46 seconds East, 30.77 feet to the Point of Beginning and containing 16,761, more or less, square feet of land being subject to all codes, covenants, restrictions, revisions, regulations, easements, and rights-of-way of record that affect the herein described property.

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