DELAWARE COUNTY IOWA
FILED
2000 JA 21 PM 12:38
BOOK 2000 PAGE 261
DEBORAH L. PEYTON
DELAWARE CO. RECORDER
36.00

Pinnacle/Racom
72111/73791
Prop No. 23
Iowa

Env. First American Title
1900 Midwest Plaza West
801 Nicollet Mall
Minneapolis, MN
55402-2504

Prepared By and
Upon Recording Return To:

Locke Liddell & Sapp LLP
601 Poydras Street, Suite 2400
New Orleans, Louisiana 70130-6036
Attention: Robert W. Mouton, Esq.

ASSIGNMENT OF GROUND LEASE

KNOW ALL MEN BY THESE PRESENTS, THIS **ASSIGNMENT OF GROUND LEASE** (this "Assignment") is made and entered into to be effective as of the 23 day of December, 1999, from RACOM CORPORATION, a Delaware corporation, whose address is 201 West State Street, Marshalltown, Iowa 50158, Attention: Gregg D. Miller, President (the "Assignor"), to PINNACLE TOWERS INC., a Delaware corporation, whose address is 1549 Ringling Boulevard, 3rd Floor, Sarasota, Florida 34236 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, being the current owner and holder of all of the lessee's interest under the Lease (hereinafter defined) with full power and authority to execute and deliver this Assignment without joinder, further action or consent by any party, does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the said Assignee, its successors, transferees, and assigns forever, and Assignee does hereby assume and accept, with respect to all periods of time after the date hereof, all of the rights, title and interest of said Assignor under, in and to the lease and any amendments and related documentation described on Exhibit A attached hereto and made a part hereof (collectively, the "Lease"), said Lease pertaining to the real property located in the state of Iowa and more particularly described on Exhibit B attached hereto and made a part hereof.

Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignee may incur, sustain, suffer or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Lease, which arose on or before the date hereof.

Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limiting the generality of the foregoing, reasonable attorneys' fees and court costs) which Assignor may incur, sustain, suffer or which may be asserted

or assessed against Assignor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties or liabilities under the Lease, arising from and after the date hereof.

The burden of the indemnities set forth above shall not be assigned. Except as aforesaid, this Assignment shall bind and inure to the benefit of the parties hereto and their respective successors, legal representatives and assigns.

This Assignment may be executed in any number of identical counterparts which, taken together, shall constitute one and the same instrument, but it shall not be necessary to produce all of such counterparts for proof thereof, but only a counterpart executed by the party against which this Assignment is sought to be enforced.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date first set forth above.

RACOM CORPORATION, a Delaware corporation

By: _____
Name: Craig A. Knock
Title: Vice President

"Assignor"

STATE OF IOWA §
§
COUNTY OF MARSHALL §

On this 23 day of December, 1999, before me, a notary public in and for said county, personally appeared Craig A. Knock, to me personally known, who, being by me duly sworn, did say that that person is the Vice President of RACOM CORPORATION, a Delaware corporation, and that the instrument was signed on behalf of said corporation, by authority of its Board of Directors, and the said Vice President acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Iowa

Mary K Curley
Notary Public in and for said county and state

My Commission Expires:
6-07-01

Mary K. Curley
Printed Name of Notary

PINNACLE TOWERS, INC.,
a Delaware corporation

By:_____
Name: James Bokish
Title: Assistant Secretary

"Assignee"

STATE OF FLORIDA §
§
COUNTY OF SARASOTA §

On this 22 day of December, 1999, before me, a notary public in and for said county, personally appeared James Bokish, to me personally known, who, being by me duly sworn, did say that that person is the Assistant Secretary of PINNACLE TOWERS, INC., a Delaware corporation, and that the instrument was signed on behalf of said corporation, by authority of its Board of Directors, and the said James Bokish acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

_____
Notary Public in and for said county and state

My Commission Expires:
04/26/02

Edward Schafer
Printed Name of Notary

Edward Schafer
My Commission CC736811
Expires April 26, 2002

EXHIBIT A
to
Assignment of Ground Lease

Description of Lease

A description of the Lease, any amendments and related documents which are the subject of this Assignment follows this page

Land Lease Agreement dated as of June 19, 1996, by and between Donald C. Eibey as landlord, as assigned by David D. Eibey and Carol Pflughaupt,as co-executors of the Estate of Donald C. Eibey, to David D. Eibey ("Landlord") and Racom Corporation, a Delaware corporation ("Tenant"), as amended by that certain Land Lease Memorandum, Estoppel Agreement and Amendment between David D. Eibey and Gretchen A. Eibey, husband and wife, and Racom Corporation dated as of the 23d day of December, 1999.

EXHIBIT B
to
Assignment of Ground Lease

Legal Description of Land

A legal description of the land which is the subject of the Lease follows this page

Site No. 23

EXHIBIT "B"

PREMISES

A portion of the Southwest one-quarter of the Southwest one-quarter of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa the boundaries of which are described as follows:

Commencing at the Southwest corner of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa; Thence N90°00'00"E, along the south line of the Southwest one-quarter of said Section 31, a distance of 552.86 feet; Thence N00°00'00"E, 33.00 feet to a point on the northerly right-of-way line of Old Highway No. 13; Thence N19°37'01"E, along the centerline of an access easement, 38.99 feet; Thence N26°23'28"E, along said centerline, 33.76 feet; Thence N38°46'26"E, along said centerline, 220.01 feet; Thence northeasterly 219.94 feet, along said centerline and an arc of a 318.14 foot radius curve, concave northwesterly, whose 215.59 foot chord bears N18°58'09"E; Thence N00°50'08"W, along said centerline, 251.63 feet; Thence northwesterly 90.54 feet, along said centerline and an arc of a 175.64 foot radius curve, concave southwesterly, whose 89.54 foot chord bears N15°38'11"W; Thence N30°22'14"W, along said centerline, 108.28 feet to the Point of Beginning; Thence N79°57'48"W, 324.20 feet; Thence N41°00'11"E, 339.84 feet; Thence S22°59'16"E, 347.56 feet; Thence N79°57'48"W, 40.08 feet to the Point of Beginning, containing 1.22 acres and subject to easements and restrictions of record.

25 FOOT WIDE ACCESS EASEMENT

A portion of the Southwest one-quarter of the Southwest one-quarter of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa and being a strip of land 25 feet wide, the centerline of said strip being described as follows:

Commencing at the Southwest corner of Section 31, Township 89 North, Range 5 West of the Fifth Principal Meridian, Delaware County, Iowa; Thence N90°00'00"E, along the south line of the Southwest one-quarter of said Section 31, a distance of 552.86 feet; Thence N00°00'00"E, 33.00 feet to a point on the northerly right-of-way line of Old Highway No. 13 and the Point of Beginning and the centerline of a 25 foot wide access easement; Thence N19°37'01"E, along said centerline, 38.99 feet; Thence N26°23'28"E, along said centerline, 33.76 feet; Thence N38°46'26"E, along said centerline, 220.01 feet; Thence northeasterly 219.94 feet, along said centerline and an arc of a 318.14 foot radius curve, concave northwesterly, whose 215.59 foot chord bears N18°58'09"E; Thence N00°50'08"W, along said centerline, 251.63 feet; Thence northwesterly 90.54 feet, along said centerline and an arc of a 175.64 foot radius curve, concave southwesterly, whose 89.54 foot chord bears N15°38'11"W; Thence N30°22'14"W, along said centerline, 108.28 feet to a point on the southwesterly boundary line of the leased parcel described above and the Point of Termination of said 25 foot wide access easement. Said access easement contains 0.55 acre and is subject to easements and restrictions of record. The side lines of said strip shall be lengthened or shortened to terminate at said northerly right-of-way line and to the southwesterly boundary line of said leased parcel.

All as more fully shown on the undated survey of MMS Consultants, Inc.

Job No. 3790-006 – AES No. 99386-09