DELAWARE COUNTY IOWA
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DEBORAH L. PEYTON
DELAWARE CO. RECORDER
3.00

This Instrument was prepared by
and after recording
Returned to: Catherine E. Blonder
SBA Network Services, Inc.
5900 Broken Sound Parkway, NW
Legal Department, Third Floor
Boca Raton, Florida 33487
PH: 1-800-487-7483-ext. 9323

2001-4396

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

OWNERS – Ronald Palmersheim and Helem Palmesheim, husband and wife, as landlords

ASSIGNOR – TeleCorp Realty, LLC, a Delaware limited liability company

ASSIGNEE – SBA Properties, Inc., a Florida corporation

Palmersheim/IA07856-B

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

ASSIGNMENT OF GROUND LEASE

This Assignment of Ground Lease ("Assignment") is made and entered into effective as of the 28th day of September 2001, by and between TeleCorp Realty, LLC, a Delaware limited liability company ("Assignor"), and SBA Properties, Inc., a Florida corporation ("SBA").

WITNESSETH:

WHEREAS, Assignor and SBA have entered into a Master Design Build To Suit Agreement dated March 16, 2001, (the "Agreement"), which contemplates, inter alia, the development of certain tower assets. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement;

WHEREAS, Assignor is the tenant or the successor in interest to the tenant to that certain lease dated March 23, 2001, by and between Ronald Palmersheim and Helen Palmesheim, husband and wife, as lessor, and TeleCorp Realty, L.L.C., a limited liability, as lessee (as the same may have heretofore been assigned, modified or supplemented, the "Ground Lease"), which is attached hereto as Exhibit "A";

ORIGINAL

WHEREAS, pursuant to the Ground Lease, Assignor has right, title and interest in and to a certain parcel of real property at Delaware Road, Delaware, Iowa 52036 (the "Property"); and

WHEREAS, in connection with the development of tower assets pursuant to the Agreement, Assignor desires to assign to SBA, and SBA desires to assume all of Assignor's rights, title and interest in and to the Ground Lease and the Property.

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, is more particularly described on Exhibit "A" hereto, which is incorporated by this reference.

3. Assignment and Assumption. Assignor does hereby assign, transfer, set over, and deliver to SBA and its successors and assigns all of Assignor's rights, title and interests in and to the Ground Lease, including without limitation all related easements, ancillary agreements and other appurtenant rights pertaining to and running with the real property subject to the Ground Lease and the Property including, but not limited to the following items:

   a. the Federal Aviation Administration application, responses, approvals and registration numbers submitted or received by Assignor with respect to the tower proposed to be constructed on the Property;

b. the zoning permits and approvals, variances, building permits and such other federal, state or local governmental approvals which have been gained or for which Assignor has made application;

c. the construction, engineering and architectural drawings and related site plan and surveys pertaining to the construction of the Tower Facilities on the Property;

d. the geotechnical report for the Property which has been commissioned by Assignor;

e. the title reports, commitments for title insurance, ownership and encumbrance reports, title opinion letters, copies of instruments in the chain of title or any other information which may have been produced regarding title to the Property and the Easements;

f. the environmental assessments including phase I reports and any reports relating contemporaneous or subsequent intrusive testing, the "FCC Checklist" performed pursuant to National Environmental Protection Act requirements and any other information which may have been produced regarding the environmental condition of the Property, Easements or neighboring real property; and

g. any other documents, instruments, agreements, specifications, certifications, plans or items which Assignor may have obtained in connection with the Ground Lease, the Property, the Easements, or for the construction and operation of a tower on the Property.

SBA 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 Ground Lease, all the terms and condition of all related easements and ancillary agreements, and which arise, are incurred, or are required to be performed from and after the date of this Assignment.

4. Indemnity. SBA 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 Loses and Liabilities arising out of or in any way related to the Ground Lease on and after the date of this Assignment unless arising from the negligence or willful misconduct of Assignor or its representatives, agents, employees, directors and officers, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the date of the Assignment on account of any fact or circumstance occurring or existing prior to the date of this Assignment in accordance with the terms of the Agreement. Assignor will indemnify, defend and hold harmless SBA, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Loses and Liabilities arising out of or in any way related to the Ground Lease prior to the date of this Assignment or which arise out of or are in any way related to the Ground Lease after the date of the Assignment on account of any fact or circumstance occurring or existing prior to the date of this Assignment unless arising from the negligence or willful misconduct of SBA or its representatives, agents, employees, directors and officers. For purposes of this Assignment, "Loses and Liabilities" shall mean claim, damage, loss, liability, obligation, demand, defense, judgement, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever. SBA shall indemnify and hold TeleCorp harmless from and against any claims, loses, damages or causes of actions arising from a breach of the Ground Lease, provided that such breach was not caused by TeleCorp's actions or inactions.

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 in which the property is located without reference to its conflicts of laws principles.

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.

9. Incorporation of Terms. The terms and conditions of the Agreement, including the indemnity obligations of the parties, are incorporated herein by reference to the extent such terms do not conflict with the terms of this Assignment, and are made a part of this Assignment.

10. Representation by TeleCorp. TeleCorp represents and warrants that it is not in default under the Ground Lease and there is no event which. With the giving of notice and/or the passage of time, would constitute such a default.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed pursuant to due and proper authority as of the date first written above.

Assignor:
TeleCorp Realty, LLC.
By: TeleCorp Communications, Inc.
Its: Managing Member

By:_____
Name: Ronald W. Keefe, Jr.
Title: Assistant Secretary

Signed, Sealed and Delivered
in our presence:

[Seal]
Witness Signature
Leslie Davis
Printed Name

Signed, Sealed and Delivered
in our presence:

[Seal]
Witness Signature
Lana M. Walters
Printed Name

SBA Properties, Inc.,
a Florida corporation

By:_____
Name: Alyssa Houlihan
Title: Director of Leasing

SBA Site Name/ #: Palmersheim/IA7856-B/53005-055
Telecorp Site Name/ #: Palmersheim/CDR 215A

STATE OF TN
COUNTY OF Shelby

The foregoing instrument was acknowledged before me this 7th day of Sept, 2001, by RONALD W. KEEFE, JR., of TELECORP REALTY, LLC, a DELAWARE limited liability company, as Assistant Secretary, on behalf of the corporation. He **is personally known to me** or has produced N/A as identification.

Laura Fetner [Seal]
Notary Public, State of TN
My commission expires: MY COMMISSION EXPIRES SEP 13, 2002



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 28th day of September 2001, by ALYSSA HOULIHAN of SBA PROPERTIES, INC., a FLORIDA corporation, as Director of Leasing, on behalf of the corporation. She is **personally known to me** or has produced N/A as identification.

Tiffany S. Keeler [Seal]
Notary Public, State of Florida
My commission expires: _____



SBA Site Name/ #: Palmersheim/IA7856-B/53005-055
Telecorp Site Name/ #: Palmersheim/CDR 215A

EXHIBIT "A"
To the Assignment of Ground Lease

GROUND LEASE

See Attached

Ground Lease can be obtain at SBA Network Services, Inc.,
Corporate Office, 5900 Broken Sound Parkway, NW
Boca Raton, Florida 33487