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DEBORAH L. HEYNE
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When Recorded Mail to:

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Ft. Myers, FL 33907

IA07856 / Palmersheim

Assignment and Assumption of Ground Lease

PARTIES TO DOCUMENT:

SBA PROPERTIES, INC., a Florida corporation ("ASSIGNOR")
5900 Broken Sound Parkway NW Boca Raton, Florida 33431

AAT COMMUNICATIONS CORP., a New York corporation ("ASSIGNEE")
517 Route One South, Suite 5000 Iselin, New Jersey 08830

Site ID #: IA07856-B

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 9th day of May, 2003 ("Transfer Date") by SBA PROPERTIES, INC., a Florida corporation ("Assignor"), to AAT COMMUNICATIONS CORP., a New York corporation ("Assignee").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of March 17, 2003, by and among Assignor, SBA Towers, Inc. and SBA Properties Louisiana LLC, and Assignee, and as amended by the mutual agreement of the parties ("Purchase Agreement"), Assignor is selling and/or assigning to Assignee all of Assignor's right, title and interest in and to certain Assets. In connection therewith, Assignor is assigning to Assignee all of its right, title and interest in and to the Ground Lease, and any Easements with respect thereto, as more particularly described on Exhibit A attached hereto (the "Ground Lease") including legal descriptions of each underlying Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Pursuant to the Ground Lease, which encumbers the real property as described in Exhibit A, Assignor is the original lessee or has become the lessee through valid assignment(s) of the Ground Lease.

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

1. ASSIGNMENT. Assignor hereby assigns and transfers to Assignee and its successors and assigns all of Assignor's right, title, claim and interest in, to and under (a) the Ground Lease and (b) any and all Security Deposits retained by the landlord under the Ground Lease listed on Exhibit B attached hereto (such Security Deposits, together with the Ground Lease, the "Assigned Lease Interests"). The sales and assignments made hereunder are made in accordance with and subject to the representations, warranties, covenants and other provisions contained in the Purchase Agreement. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors, officers and the Assigned Lease Interests 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 Assigned Lease

Interests prior to the Transfer Date or which arise out of or are in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee hereby accepts the foregoing assignment and assumes all of Assignor's obligations under the Assigned Lease Interests 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 Assigned Lease Interests on and after the Transfer Date, except for Losses and Liabilities which arise out of or in any way related to the Assigned Lease Interests after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. ATTORNEYS' FEES AND COSTS. In the event of any litigation or arbitration 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.

4. BINDING EFFECT. This Assignment will be binding upon, and will inure to the benefit of, Assignor, Assignee and their respective successors and assigns.

5. GOVERNING LAW. This Assignment will be governed by and construed and enforced in accordance with the internal laws of the state of New York without regard to principles of conflicts of laws.

6. COUNTERPARTS. This Assignment may be executed by original signature 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.

7. 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.

8. NOTICES AND CONSENTS. Each party shall sign and give such notices and consents as shall be necessary to confirm the provisions of this Assignment to any other persons having rights or obligations under the Ground Lease, as the other may request from time to time, and each party shall execute and deliver to the other such agreements as the other may reasonably require to make this Assignment effective.

9. RECORDING. This Assignment may be filed and/or recorded in the appropriate public record.

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

Witnesses:

By:_____
Print Name: Neil Seidman

ASSIGNOR:

SBA PROPERTIES, INC.

By: _____
Name: Thomas P. Hunt
Title: Senior Vice President and General Counsel

By:_____
Print Name: J. Coleman Prewitt

State of Florida
County of Palm Beach

On 4-28-03, before me, Kelly Hicks, personally appeared Thomas P. Hunt, Senior Vice President and General Counsel of SBA Properties, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Kelly Shannon-Hicks
Commission No.:_____
My Commission Expires:_____

(Affix Notarial Seal)

NOTARY PUBLIC STATE OF FLORIDA
KELLY SHANNON-HICKS
COMMISSION # DD078509
EXPIRES DEC 16 2005
BONDED THROUGH ADVANTAGE NOTARY

GL

Witnesses:

ASSIGNEE:

AAT COMMUNICATIONS CORP.

By: _____

Print Name: Jennifer Trust

By: _____
Name: Paul R. Estes
Title: Vice President

By: _____

Print Name: Alison Stein

State of New York
County of New York

On May 9th 2003, before me, Joshua P. Kleiman, personally appeared Paul R. Estes, Vice President of AAT Communications Corp., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____ (Affix Notarial Seal)

Commission No.: _____

My Commission Expires: _____

JOSHUA P. KLEIMAN
Notary Public, State of New York
No. 01KL6080419
Qualified in New York County
Commission Expires September 16, 2006

EXHIBIT "A"

GROUND LEASE

SITE NO. IA07856-B

Site Lease Agreement dated March 14, 2001, by and between Ronald Palmersheim and Helen Palmersheim, husband and wife, and TeleCorp Realty, L.L.C., a Delaware limited liability company, as evidenced by Memorandum of Lease recorded in Book 2001, Page 4326, Delaware County, Iowa

as assigned to SBA Properties, Inc., a Florida corporation, pursuant to that certain Assignment and Assumption of Ground Lease as recorded in Book 2003, Page 1567, Delaware County, Iowa

EXHIBIT A IA-07856-B

Legal Description

PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE 5TH P.M.; THENCE NORTH 88° 22' 02" EAST ALONG THE NORTH LINE OF TOWNSHIP 88 NORTH. RANGE 5 WEST AND THE SOUTH LINE OF TOWNSHIP 89 NORTH, RANGE 4 WEST 631.12 FEET; THENCE NORTH 00° 00' 00" WEST 210.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00° 00' 00" WEST 100.00 FEET; THENCE SOUTH 90° 00' 00" EAST 100.00 FEET; THENCE SOUTH 00° 00' 00" EAST 100.00 FEET; THENCE NORTH 90° 00' 00" WEST 100.00 FEET TO THE POINT OF BEGINNING. THIS LEASE AREA CONTAINS 1000 SQUARE FEET, MORE OR LESS.

Site Name: Palmersheim
Site Number: IA07856-B

DESCRIPTION OF ACCESS/UTILITY EASEMENT

A 20-FOOT WIDE EASEMENT IN PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31, TOWNSHIP 89 NORTH, RANGE 4 WEST OF THE 5TH P.M., DELAWARE COUNTY, IOWA, THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF REFERENCE AT THE NORTH QUARTER CORNER OF SECTION 1, TOWNSHIP 88 NORTH, RANGE 5 WEST OF THE 5TH P.M.;

THENCE NORTH 88°22'02" EAST 631.12 FEET;

THENCE NORTH 00°00'00" WEST 210.27 FEET;

THENCE SOUTH 90°00'00" EAST 30.00 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE;

THENCE SOUTH 00°00'00" EAST 47.37 FEET TO END OF SAID CENTERLINE TERMINATING AT THE NORTH LINE OF 220TH STREET.

THIS EASEMENT CONTAINS 947.55 SQUARE FEET, MORE OR LESS.

(FOR PURPOSES OF THIS DESCRITION, ALL BEARINGS ARE BASED ON TRUE NORTH.)

EXHIBIT B

SECURITY DEPOSITS

None