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DELAWARE COUNTY IOWA

BILL OF SALE

Prepared By:
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When Recorded Mail To:
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Ft. Myers, FL 33907

IA07856-PALMERSHEIM

PARTIES TO DOCUMENT :

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

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

Site ID #: IA07856-B

BILL OF SALE

9th THIS BILL OF SALE ("Bill of Sale") is made and entered into as of this day of May, 2003 ("Transfer Date"), by SBA PROPERTIES, INC., a Florida corporation ("Seller") and AAT COMMUNICATIONS CORP., a New York Corporation ("Purchaser").

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of March 17, 2003, by and among Seller, SBA Towers, Inc. and SBA Properties Louisiana LLC, and Purchaser, and as amended by the mutual agreement of the parties ("Purchase Agreement"), Seller is selling and/or assigning to Purchaser all of Seller's right, title, privilege and interest in and to the Assets with respect to the Property described on Exhibit A, including the legal description of such Property, all of which Assets (except for the Properties, Ground Leases, Easements, Tenant Leases and Seller Contracts) (the "Personal Property") are being conveyed, sold, transferred and delivered pursuant to this Bill of Sale. All capitalized terms not otherwise defined in this Bill of Sale shall have the meaning ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. SALE OF PERSONAL PROPERTY. Seller hereby conveys, sells, transfers and delivers to Purchaser and its successors and assigns, for its and their own use and benefit forever, Seller's right, title, privilege and interest in and to its Personal Property. The sales and assignments made hereunder are made in accordance with and subject to the representations, warranties, covenants, indemnities and other provisions contained in the Purchase Agreement.

2. TRANSFER. Seller hereby constitutes and appoints Purchaser, and its successors and assigns, the true and lawful attorney of Seller, with full power of substitution in the names and stead of Seller, but on behalf of and for the benefit of Purchaser, and its successors and assigns, to demand and receive any and all of the Personal Property, to give receipts and releases for and in respect of the same, or any part thereof, to institute and prosecute, in the name of Seller or otherwise, any and all proceedings at law, in equity or otherwise, that Purchaser, or its successors or assigns may deem proper in order to collect or enforce any claim or right of any kind hereby assigned or transferred, or intended so to be, to do all things legally permissible, required

or reasonably deemed by Purchaser, or its successor or assigns to be required to recover and collect the Personal Property and to use Seller's names in such manner as Purchaser, or its successor or assigns may reasonably deem necessary for the collection and recovery of the same, and to do all acts and things in relation to the Personal Property which Purchaser, or its successors or assigns, shall deem reasonably desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable, whether by Seller or by reason of Seller's dissolutions or in any matter or for any reason whatsoever. Seller further covenants and agrees to warrant and defend the sale, transfer, assignment, conveyance, grant and delivery of the Personal Property hereby made against all persons whomsoever, to take all steps reasonably necessary to establish the record of title of Purchaser, and its successors and assigns to the Personal Property and, at the request of Purchaser, or its successors or assigns to execute and deliver further instruments of transfer and assignment and take such other action as Purchaser, or its successors or assigns may reasonably request to more effectively transfer and assign to and vest in Purchaser, and its successors and assigns each of the Personal Property, all at the sole cost and expense of Seller.

3. BINDING EFFECT. This Bill of Sale will be binding upon, and will inure to the benefit of, Seller, Purchaser and their respective successors and assigns.

4. GOVERNING LAW. This Bill of Sale 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.

5. COUNTERPARTS. This Bill of Sale 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.

6. PURCHASE AGREEMENT. Nothing contained in this Bill of Sale will be deemed or construed as relieving Seller or Purchaser of their respective duties and obligations under the Purchase Agreement.

[Remainder of Page Left Intentionally Blank]

THIS BILL OF SALE has been executed by Seller and Purchaser on the Transfer Date.

Witnesses:

By: _____

Print Name: _____

ASSIGNOR:

SBA PROPERTIES, INC.

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

By: _____

Print Name: _____

State of Florida
County of Palm Beach

On April 28, 2003, before me, Julia Tracey, 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: _____ (Affix Notarial Seal)
Commission No.: _____
My Commission Expires: _____

JULIA TRACEY
MY COMMISSION # DD 126361
EXPIRES: June 16, 2006
Bonded Thru Notary Public Underwriters

[SIGNATURE PAGE TO BILL OF SALE]

Witnesses:

PURCHASER:

AAT COMMUNICATIONS CORP.

By: _____

Print Name: Jennifer Park

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

EXHIBIT A JA-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.