



(c) Each Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of such Seller or Purchaser, but on behalf and for the benefit of Purchaser, to the extent arising after the Closing Date, to demand, collect and receive for the account of Purchaser all of the Purchased Assets; to institute or prosecute, in the name of such Seller or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Purchased Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Purchased Assets. Each Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by such Seller for any reason.

2. Purchaser hereby assumes and undertakes and agrees to discharge in accordance with the terms thereof each of the Assumed Obligations. Nothing contained in this Bill of Sale shall require Purchaser to perform, pay or discharge any obligations assumed hereunder as long as Purchaser in good faith shall contest the amount or validity thereof. Other than as specifically stated in this Bill of Sale or in the Purchase Agreement, Purchaser assumes no obligations of either Seller.

3. Sellers hereby covenant and agree with Purchaser, its successors and assigns, to do, execute, acknowledge and deliver to, or to cause to be done, executed, acknowledged and delivered to, Purchaser, its successors and assigns, all such further acts, instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary for the better selling, assigning, transferring, conveying, delivering, assuring and confirming to Purchaser, its successors and assigns, any or all of the Purchased Assets.

4. This Bill of Sale shall not be deemed to supersede any of the provisions of the Purchase Agreement, and the representations and warranties contained in the Purchase Agreement are incorporated by reference herein and made a part hereof as if fully set forth herein.

5. The terms and provisions of this Bill of Sale shall be binding upon Purchaser, Sellers and their respective successors and assigns and shall inure to the benefit of Purchaser, Sellers and their respective successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Delaware.

* * * *




20050524000252690 3/11 \$41.00
Shelby Cnty Judge of Probate,AL
05/24/2005 03:01:46PM FILED/CERT


IN WITNESS WHEREOF, Sellers have executed this Bill of Sale as of the date first written above.

SELLERS:

FORESITE TOWERS, LLC,
a Delaware limited liability company

By: 
Michael L. Smith
President

FORESITE, LLC,
an Alabama limited liability company

By: 
Michael L. Smith
President

20050524000252690 4/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/24/2005 03:01:46PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael L. Smith, whose name as President of FORESITE TOWERS, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 26 day of April, 2005.

Robin D. Ky (SEAL)
Notary Public **MY COMMISSION EXPIRES FEBRUARY 15, 2009**
My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Michael L. Smith, whose name as President of FORESITE, LLC, an Alabama limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, in such capacity and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 26 day of April, 2005.

Robin D. Ky (SEAL)
Notary Public **MY COMMISSION EXPIRES FEBRUARY 15, 2009**
My Commission Expires: _____

IN WITNESS WHEREOF, Purchaser has executed this Bill of Sale as of the date first written above.

PURCHASER:


20050524000252690 5/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/24/2005 03:01:46PM FILED/CERT

GLOBAL SIGNAL ACQUISITIONS LLC,
a Delaware limited liability company



By: 

Name: Greerson G. McMullen

Title: Executive Vice President, General Counsel
and Secretary

STATE OF Florida)
COUNTY OF Seasata)

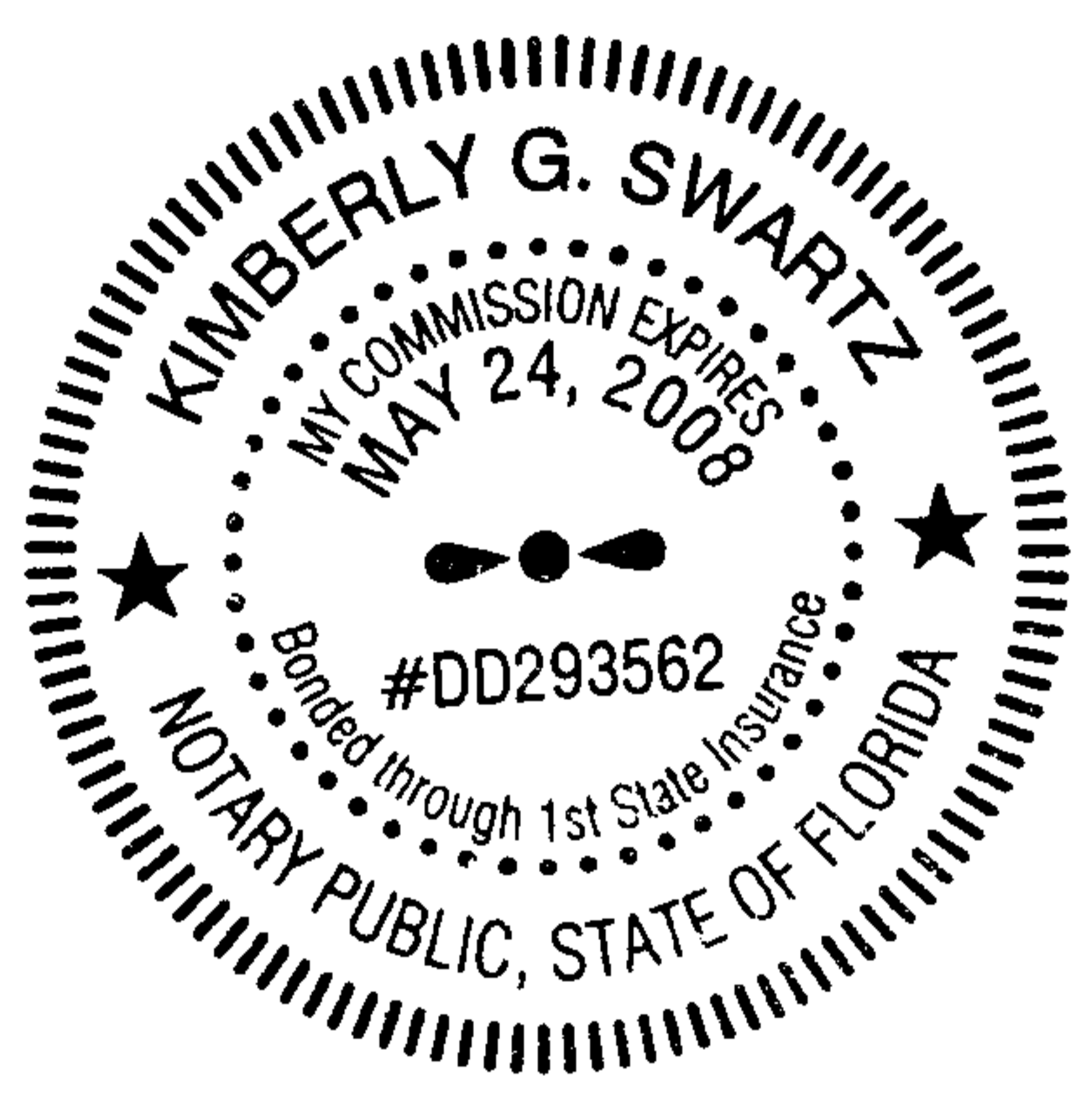
20050524000252690 6/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/24/2005 03:01:46PM FILED/CERT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of April, 2005, within my jurisdiction, the within named Greerson G. McMullen, who acknowledged that he is Executive Vice President, General Counsel, and Secretary of GLOBAL SIGNAL ACQUISITIONS LLC, a Delaware limited liability company, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Kimberly G. Swartz (NOTARY PUBLIC)

My commission expires:
5/24/08

[AFFIX OFFICIAL SEAL]





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Shelby Cnty Judge of Probate, AL
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EXHIBIT "A"

Shelby County, Alabama



20050524000252690 8/11 \$41.00
Shelby Cnty Judge of Probate, AL
05/24/2005 03:01:46PM FILED/CERT


<u>Site Name</u>	<u>Tower Number</u>	<u>Title Reference Number</u>
VANDIVER	3010893	C-1-12385



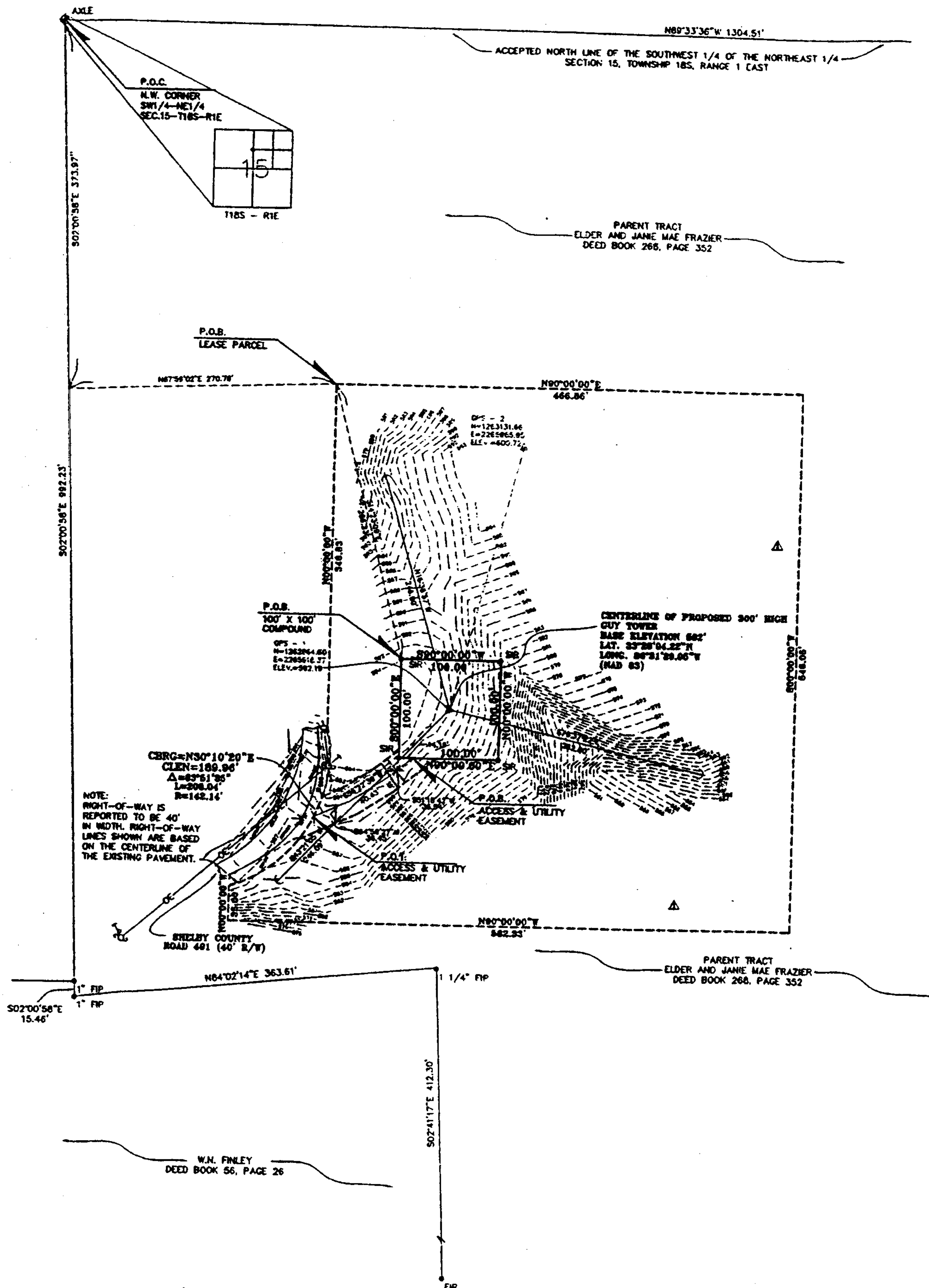
20050524000252690 9/11 \$41.00
Shelby Cnty Judge of Probate,AL
05/24/2005 03:01:46PM FILED/CERT

LEASEHOLD ESTATE: A lease by and between WILLIAM T. EVANS and DELORIS EVANS, as Lessor, and FORESITE, LLC, as Lessee, a memorandum of which was recorded 4/12/2000, in Instrument Number 2000-12112, affecting land described in attached legal description.

VANDIVER LEGAL DESCRIPTION


 20050524000252690 10/11 \$41.00
 Shelby Cnty Judge of Probate, AL
 05/24/2005 03:01:46PM FILED/CERT

A parcel of land being a portion of that certain tract of land (hereinafter referred to as the "Parent Tract") described as all that part of the SW1/4 of NE1/4 of Section 15, Township 18 South, Range 1 East, that lies northwest of the Bear Creek Highway right of way, except that part sold to W.N. Finley as described in Deed Book 56 on page 26 and also except that part, if any, sold to W.M. Bailey, as described in Deed Book 56 on page 297 in Probate Office of Shelby County, Alabama, minerals and mining right excepted, and subject to public road right of way. Said parcel being more particularly described by the following metes and bounds description, the bearings of which are based "Grid North," State Plane Coordinate System for the West Zone of Alabama, to wit: Commence at the Northwest corner of said Parent Tract, run thence Southerly along the western boundary thereof S02°00'58"E for a distance of 373.97 feet; thence leaving said western boundary line, N87°59'02"E for a distance of 270.76 feet to the Point of Beginning of the lease parcel; thence N90°00'00"E for a distance of 466.86 feet; thence S00°00'00"W for a distance of 546.05 feet; thence N90°00'00"W for a distance of 562.33 feet; thence N00°00'00"W for a distance of 35.00 feet to the Eastern right-of-way of Shelby County Road 491 (a 40' public right-of-way); thence Northeasterly for a distance of 208.04 feet along the arc of a curve concave to the northwest, having a radius of 142.14 feet, a central angle 83°51'35", and a chord bearing and distance of N30°10'20"E and 189.96 feet; thence leaving said right-of-way N00°00'00"W for a distance of 346.83 feet to the Point of Beginning. Containing 6 acres, more or less.



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Shelby Cnty Judge of Probate, AL
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EXHIBIT "B"

VANDIVER:

1. Communications Site Lease Agreement, dated August 23, 2004, between ForeSite, LLC and BellSouth Mobility LLC d/b/a Cingular Wireless, a memorandum of which was recorded 12/1/2004, in Instrument No. 2004-65679.
2. Communications Site Lease Agreement, dated November 21, 2003, between ForeSite, LLC and Nextel South Corp. d/b/a Nextel Communications, a memorandum of which was recorded 5/20/2004, in Instrument No. 2004-26696.