



20050628000320670 1/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

Prepared by: AAT Communications Corp., 12444 Powerscourt Drive, Suite 300, St. Louis MO 63131.

Return to: AAT Communications Corp., 12444 Powerscourt Drive, Suite 300, St. Louis MO 63131.

ASSIGNMENT AGREEMENT

This Assignment Agreement ("Assignment") is made as of the 15th day of June, 2005 ("Effective Date") by New Cingular Wireless PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless ("Assignor"), to AAT Communications Corp., a New York corporation ("Assignee").

WHEREAS, on February 10, 2005, John M. Weaver ("Lessor") and Assignor ("Lessee") entered into an Option and Ground Lease Agreement, a Memorandum of Option and Lease attached hereto as Exhibit A (the "Lease") covering the real property (the "Site") described in Exhibit A; and

WHEREAS, on April 13, 2005, Assignee and Assignor entered into a Build-To-Suit Agreement (herein so called) covering, among other properties, the Site; and

WHEREAS, pursuant to the Build-To-Suit Agreement, Assignor has agreed to assign to Assignee (i) the Lease, the leasehold estate created under the Lease in favor of Assignor, and all other rights under the Lease, and (ii) all of Assignor's rights, title, and interest in and to (a) all easements, right of access, titles, and options conferred upon Assignor with respect to the Site; and (b) all government licenses, permits, and approvals obtained by Assignor and regarding the Site ("Governmental Approvals") (the items in (i) and (ii) being collectively the "Leasehold Interest"); and

WHEREAS, Assignee acknowledges that it intends to construct a tower on the Site; and

WHEREAS, Assignee and Assignor will concurrently enter into a tower lease agreement whereby Assignee has or will sublease a portion of the Site to Assignor (the "Premises") for the purpose of Assignor installing and maintaining its wireless telecommunications equipment;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration and the promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

WITNESSETH:

Assignor does hereby GRANT, CONVEY, ASSIGN, TRANSFER, and SET OVER unto Assignee, its successors and assigns all of Assignor's right, title, and interest to the Leasehold Interest, subject to the right of reversion set forth below.

Assignor hereby represents and warrants unto Assignee that Assignor is the lessee under the Lease and has the right to assign, and is hereby assigning, the leasehold estate under the Lease free and clear of any and all liens, guarantees, security interests, attachments, charges, levies, pledges, conditional sale or title retention arrangements, mortgages, pledges, claims and encumbrances created by, through or under Assignor (i.e. Assignee is taking subject to any document not created by, through or under Assignor) ; that Assignor has delivered all notices to the Lessor under the Lease that are required to be given as a condition of assignment; that Assignor has not executed or granted any modification to, or extensions whatsoever of, the Lease, except as shown on Exhibit A; that the Lease is valid and subsisting and in full force and effect; that, to the best of Assignor's knowledge, there are no defaults now existing under the Lease and no event has occurred and no condition exists which with the passage of time or the giving of notice, or both, would constitute such a default; that, to the best of Assignor's knowledge, Assignor has complied with all of the obligations of Lessee under the Lease required to be performed through the Effective Date; and that no amount of money is owed to any person by Assignor in its capacity as Lessee under the Lease.

Assignee hereby expressly assumes and agrees to assume the obligations and liabilities of Assignor under the Lease, save and except for liabilities and obligations under the Lease accruing prior to the Effective Date or arising out of or related to any events, facts, or circumstances occurring prior to the Effective Date ("Excluded Liabilities").

Assignor hereby agrees to indemnify, defend, and hold harmless Assignee and its successors, and assigns for, from and against any claims, causes of action, demands, settlements, judgments, costs, expenses, or reasonable attorneys' fees arising out of or in connection with: (i) the inaccuracy or breach of any of Assignor's representations or warranties under this Assignment; (ii) any breach of any covenant or obligation of Assignor in this Assignment; and (iii) the Excluded Liabilities; (iv) the non-performance of any and all obligations, duties, and covenants of the Lessee under the Lease, arising and to be performed and observed prior to the Effective Date (but not those required to be performed from and after the Effective Date), including those damages, liabilities, losses, expenses, and claims that arise out of or are in any way related to the Site after the Effective Date on account of any fact or circumstance occurring or existing prior to the Effective Date; and (v) any incidences, actions, or inactions occurring at the Site that are the responsibility of Lessee prior to the Effective Date.

Assignee hereby agrees to indemnify, defend, and hold harmless Assignor and its successors and assigns for, from and against any claims, causes of action, demands, settlements, judgments, costs, expenses, or reasonable attorneys' fees arising out of or in connection with: (i) the inaccuracy or breach of any of Assignee's representations or warranties under this Assignment; (ii) any breach of any covenant or obligation of Assignee in this Assignment; (iii) the non-performance of any and all obligations, duties, and covenants of the Lessee under the Lease, arising and to be performed and observed from and after the Effective Date (but not those required to be performed prior to the Effective Date), including those damages, liabilities, losses, expenses, and claims that arise out of or are in any way related to the Site from and after the Effective Date to the extent not caused by any fact or circumstance occurring or existing prior to the Effective Date; and (vii) any incidences, actions, or inactions occurring at the Site that are the responsibility of Lessee from and after the Effective Date.

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 Lease, as the other may request from time to time. In addition, the parties shall cooperate reasonably with each other in connection with any steps required to be taken as part of their respective obligations under this Assignment, and shall (a) furnish upon request to each other such further information, (b) execute and deliver to each other such other documents, and (c) do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment.

Unless prohibited by the terms of the Lease, this Assignment may be filed and/or recorded in the appropriate public records as Assignor or Assignee may decide in its sole discretion.

The covenants and representations contained herein shall bind and inure to the benefit of Assignor and Assignee and their respective successors, heirs and assigns.

This Assignment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

This Assignment shall be controlled by and construed in accordance with the laws of the state where the Site is located.

IN WITNESS WHEREOF, this Assignment is executed effective as of the Effective Date.

[Signature Block on Next Pages]

20050628000320670 4/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

ASSIGNOR:

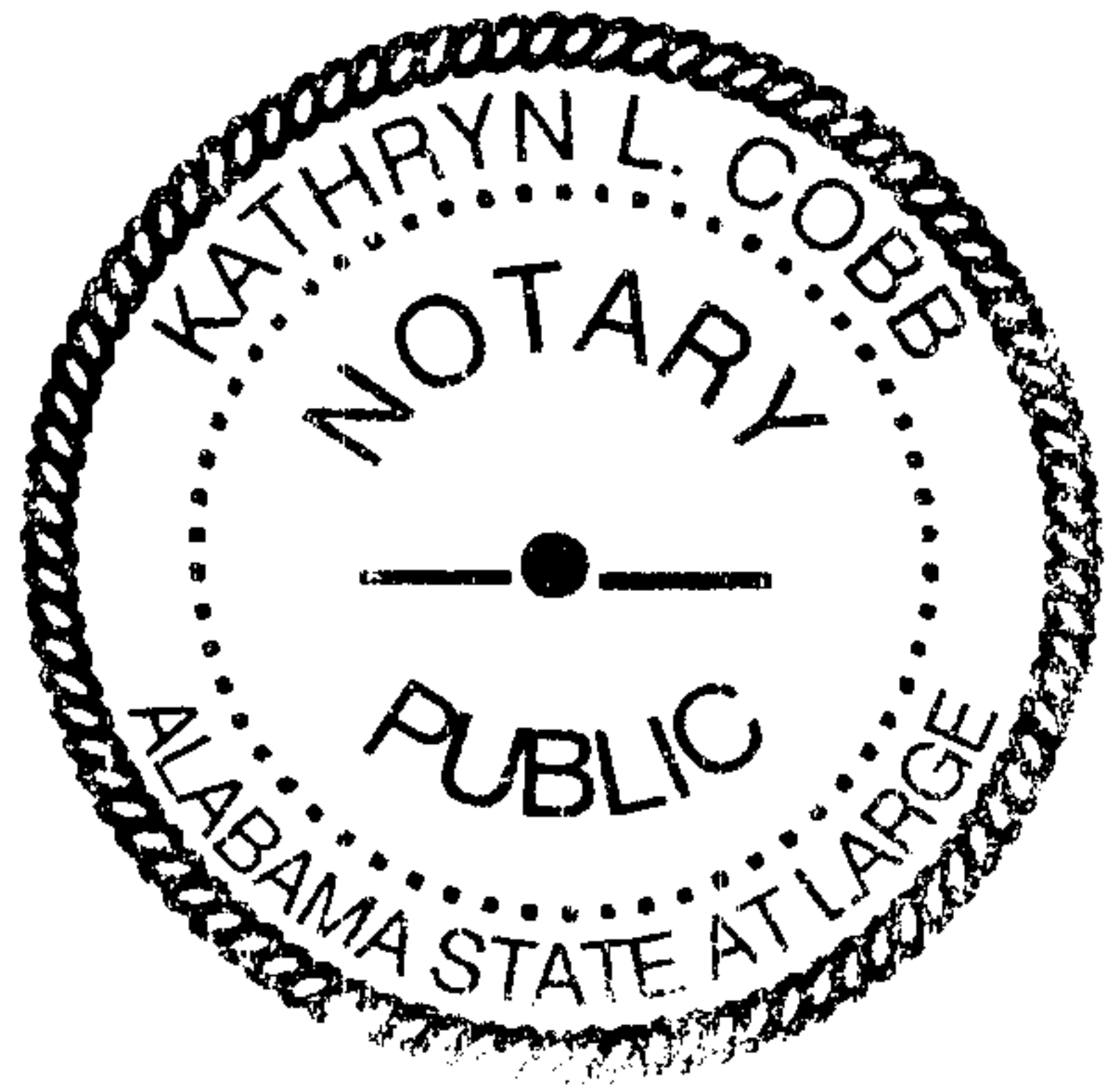
NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY
COMPANY, D/B/A CINGULAR WIRELESS

By: [Signature]
Name: Robert J. Leger
Title: Executive Director-Network

STATE OF Alabama)
COUNTY OF Shelby) SS:

On May 26, 2005, before me, Kathryn L. Cobb, a
Notary Public, Robert J. Leger personally appeared, personally
known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he/she
executed the same in his/her authorized capacity, and that by his/her signature on the
instrument, the entity upon behalf of which the person acted, executed the instrument.

[Signature]
Notary Public in and for the State of Al.
My Commission expires: 4-8-08



20050628000320670 5/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

ASSIGNEE:

AAT COMMUNICATIONS CORP., A NEW YORK CORPORATION

By: Paul R. Estes

Name: Paul R. Estes

Title: Executive Vice President and Chief Operating Officer

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On June 1, 2005, before me, L. T. Lewis, a Notary Public, Paul R. Estes personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the entity upon behalf of which the person acted, executed the instrument.

L. T. Lewis

Notary Public in and for the State of Missouri

My Commission expires: _____

L. T. LEWIS
Notary Public - State of Missouri
County of St. Louis
My Commission Expires Mar. 10, 2008



20050628000320670 6/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

EXHIBIT A

Memorandum of Option and Lease Agreement (see attached)

20050628000320670 7/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 12:00:00PM FILED/CERT

20050628000320670 7/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

Prepared by:

Kevin Harris
Crafton Communications, Inc.
240 Cahaba Valley Parkway
Birmingham, AL 35124

After Recording Return to:

Edwards, Cohen, Sanders & Dawson, P.A.
200 N. Laura Street
Jacksonville, FL 32202
Attn: David Edwards

Cingular Site: County Road 47

**MEMORANDUM OF OPTION
AND LEASE AGREEMENT**

JW

This Memorandum of Option and Lease Agreement (the "Memorandum") is made this 10th day of February, 2005, 2004, between John M. Weaver, whose address is 7618 Chelsea Road, Columbiana, AL 35051, (the "Landlord") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, with an office at: Cingular Wireless, 6100 Atlantic Boulevard, Norcross, Georgia 30071 (the "Tenant").

WITNESSETH:

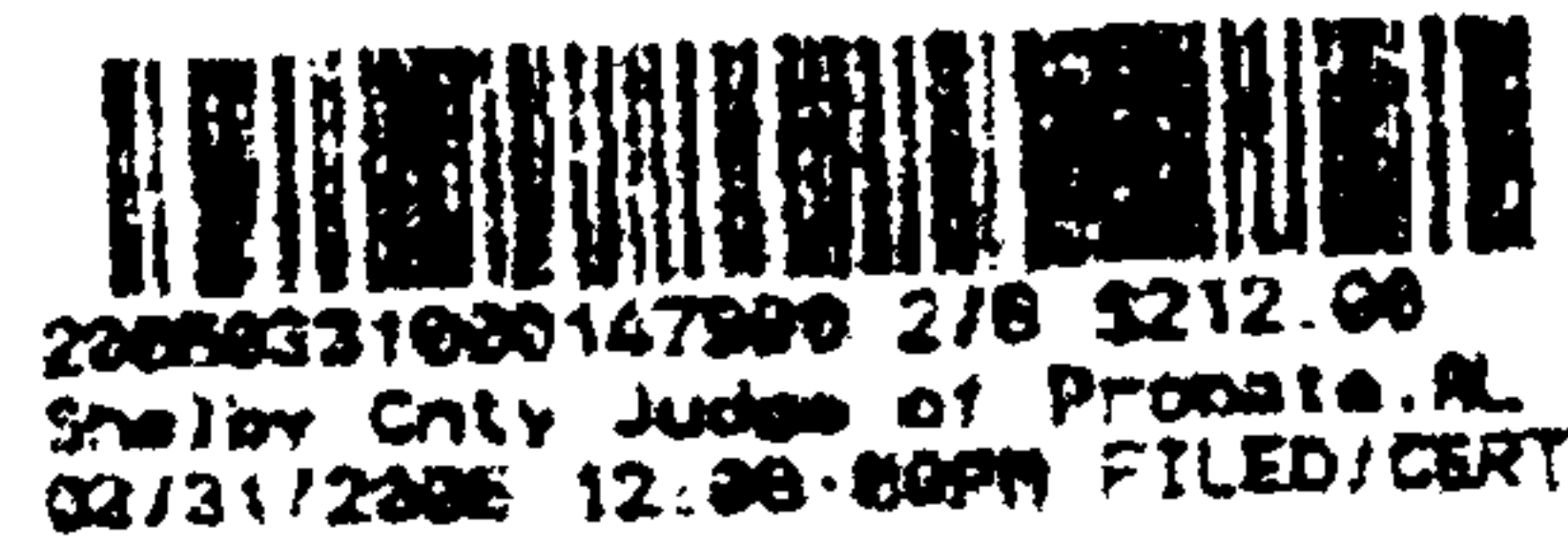
Landlord and Tenant entered into an Option and Lease Agreement on February 10, 2005 ~~2004~~, (the "Agreement") regarding that certain portion of Landlord's property (the "Property") as set forth on Exhibit "A" attached hereto (the "Leased Premises") for the purpose of installing, operating and maintaining a wireless communications facility, which shall include other improvements including but not limited to, antennas, microwaves, coaxial cables and other equipment related thereto. All of the foregoing is set forth in the Agreement. In consideration of the rent and covenants therein provided in the Agreement, Landlord does hereby grant to Tenant an option (the "Option") to lease the Leased Premises and Tenant hereby accepts the Option.

1. The Option may be exercised by Tenant at any time on or prior to Feb 10, 2006 ~~2005~~. All of the foregoing is set forth in the Agreement. In the event of such conflict between the terms and conditions set forth in this Memorandum and the terms and conditions set forth in the Agreement, the Agreement shall control.

2. In the event Tenant fails to exercise the Option prior to the expiration thereof under the time period set forth above, then the Agreement shall be null and void and neither party shall have any further rights hereunder or under the Agreement.

Shelby County, AL 03/31/2005
State of Alabama

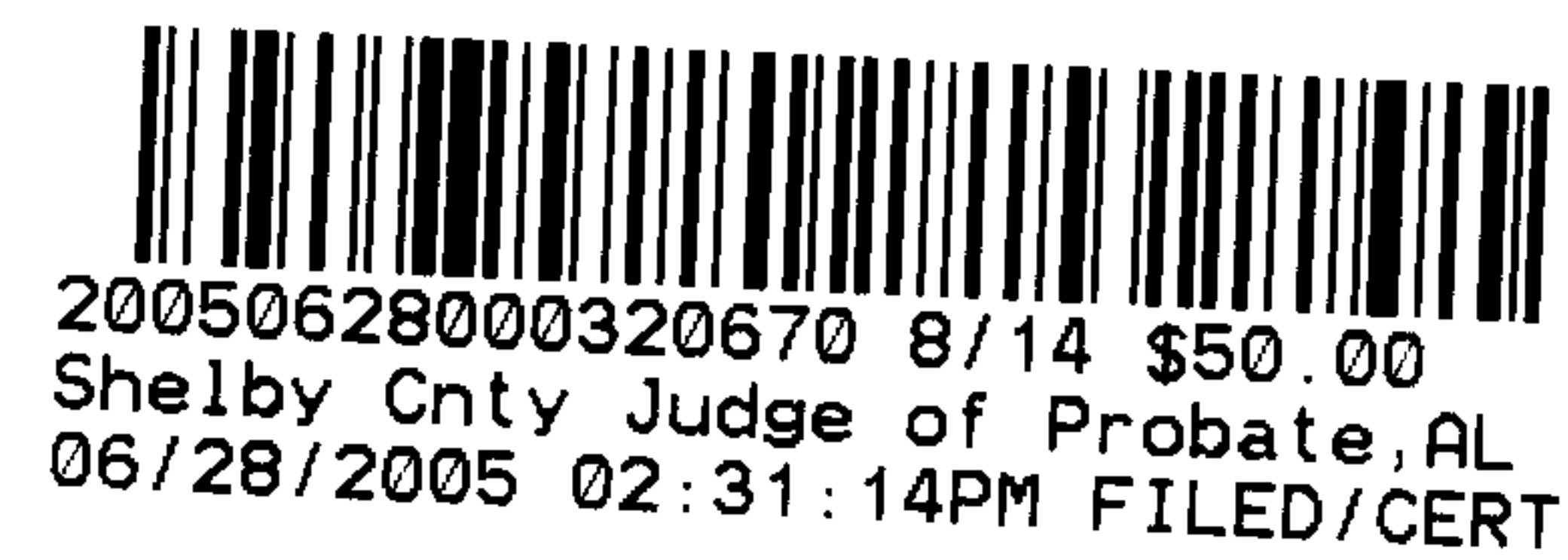
Deed Tax: \$180.00



3. In the event that Tenant exercises the Option, Landlord hereby leases to Tenant, and Tenant hereby accepts the Leased Premises for an Initial Term of Five (5) years commencing on the date of the exercise of the Option, upon the terms and conditions set forth in the Agreement.

4. Tenant further has the option to extend the Initial Term for Four (4) consecutive Five (5) year periods upon the terms and conditions set forth in the Agreement (the "Extension Options"). For purposes of providing notice to third parties hereunder, it shall be presumed that the Extension Options have been exercised in the future unless Tenant executes and records in the public records an instrument which indicates that an Extension Option has not been exercised or this Memorandum has been terminated.

5. Landlord covenants that upon exercise of the Option, Tenant, on paying the rent and performing the covenants set forth in the Agreement, shall peaceably and quietly have, hold and enjoy the Leased Premises.



[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the day and year first above written.

SHEILA LAMBERT

225 554 0108

04/20/05 08:18am P. 006



20050331000147898 3/8 \$212.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:00 00PM FILED/CERT

LANDLORD:
John M. Weaver

By: John M. Weaver
Name: John M. Weaver
Title: Landlord

STATE OF ALABAMA

COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME, the undersigned authority and for said County and State, the within named John M. Weaver, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 1 day of December, 2004.

John Kevin Harris
(Signature of Notary Public)
JOHN KEVIN HARRIS
(Type Name of Notary Public)

State of Alabama
My Commission Expires 12/17/2007
NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: 12/17/2007
RECORDED FROM NOTARY PUBLIC UNDER WRITING

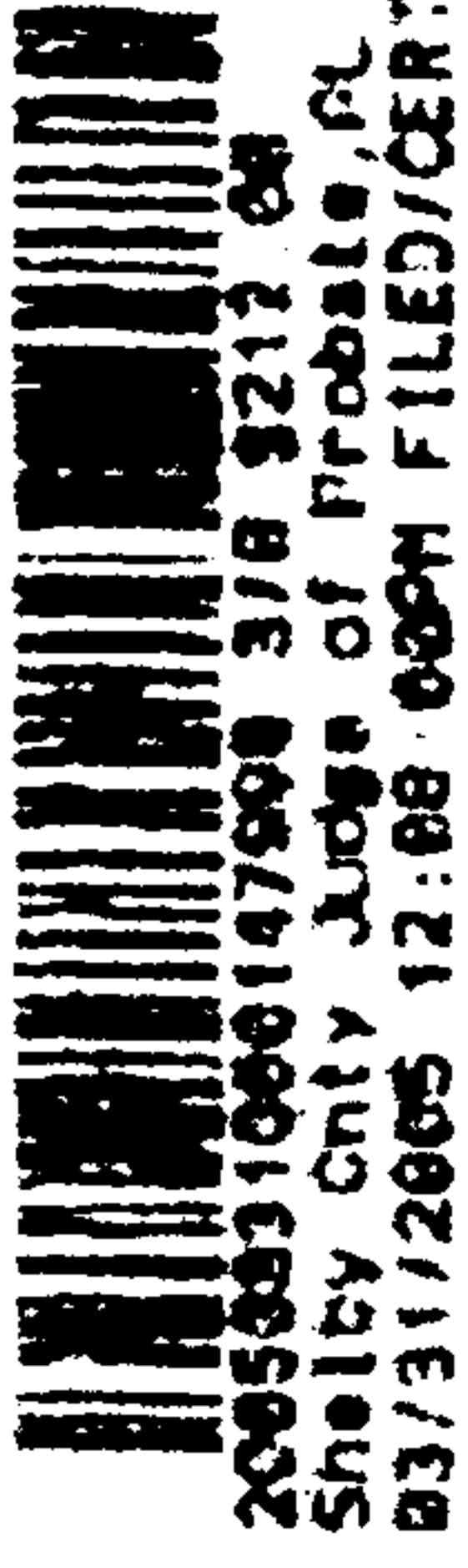


20050628000320670 9/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

SHEILA LAIBERT

225 594 0102

04/20/05 08:18am P. 006



20050628000320670 10/14 \$50.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:08:00PM FILED/CERT

LANDLORD;

John M. Weaver

By: John M. Weaver
Name: John M. Weaver
Title: Landlord

STATE OF ALABAMA

COUNTY OF SHELBY

PERSONALLY APPEARED BEFORE ME, the undersigned authority and for said County and State, the within named John M. Weaver, who acknowledged that he signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this, the 1 day of December, 2004.

John Kevin Harper

(Signature of Notary Public)

JOHN KEVIN HARPER

(Type Name of Notary Public)

State of Alabama

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA
MY COMMISSION EXPIRES: 12/31/2007

(Seal)



20050628000320670 10/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT



20050628000320670 11/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

SHEILA LAMBERT

205 594 0103

04/20/05 08:13am P. 207

JMU

TENANT:

NEW CINGULAR WIRELESS PCS, LLC

a Delaware limited liability company, d/b/a
Cingular Wireless

By: 

Name: **Robert J. Leger**

Title: **Executive Director**



20050331000147560 4/8 \$212.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:08:00PM FILED/CERT

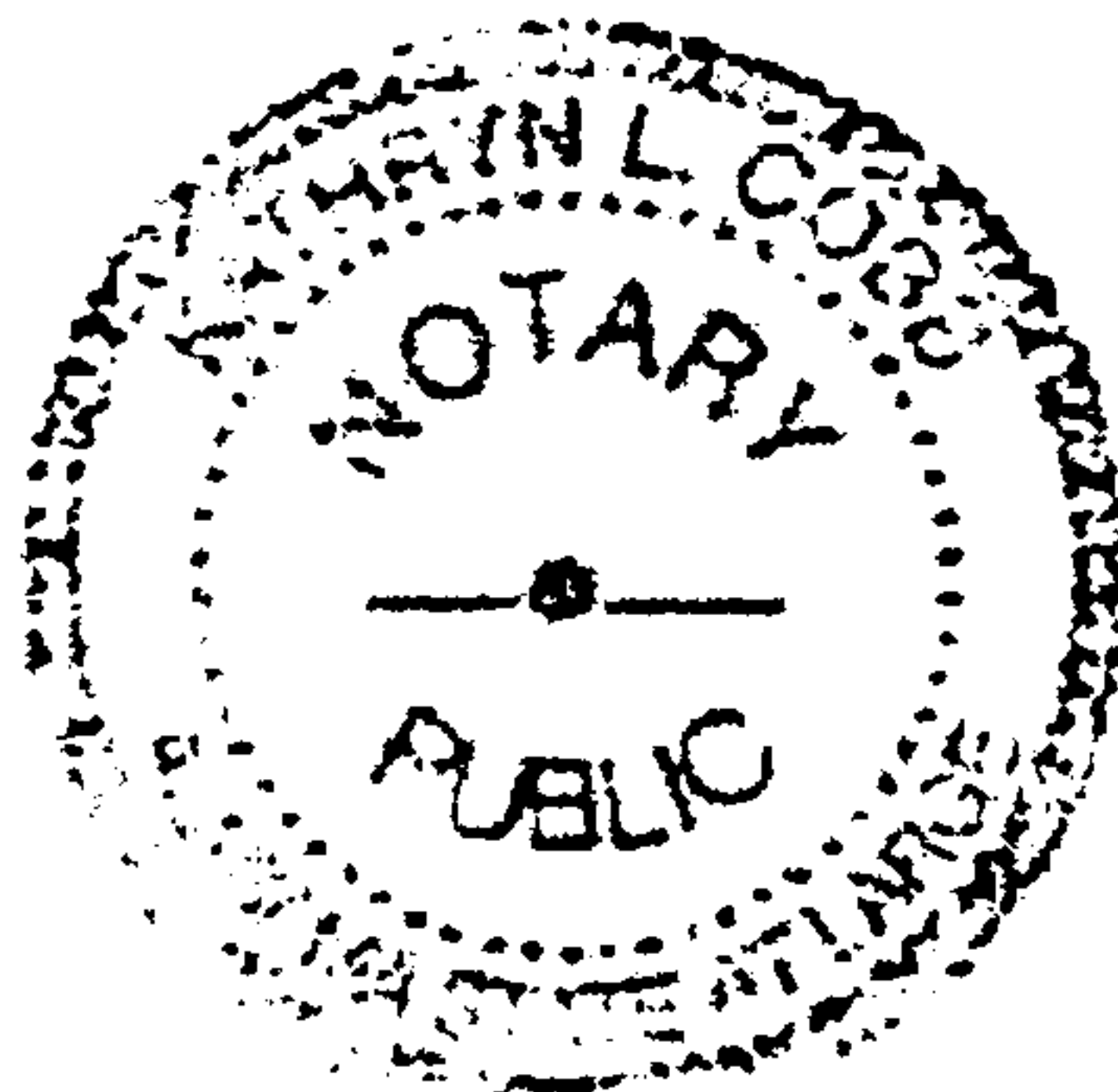
STATE OF ALABAMA

:SS

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify this 10 day of February, 2005 that Robert J. Leger, as Executive Director, of NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company, d/b/a Cingular Wireless, has signed the foregoing instrument and, acknowledged before me on this date that, being informed of the contents of the foregoing instrument, she, with full authority, executed the same voluntarily for and as the act of said entity. He/She is (✓) personally known to me OR () has produced _____ as identification.

(Seal)



Kathryn L. Cobb
(Signature of Notary Public)

Kathryn L. Cobb
(Type Name of Notary Public)

State of Alabama

My Commission Expires 4-8-08

24/20/05 08:18am P. 208

705 594 0103

SHEILA LAMBERT

20050628000320670 12/14 \$50.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:00:00PM FILED/CERT

EXHIBIT "A"

LEASED PREMISES

20050628000320670 12/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

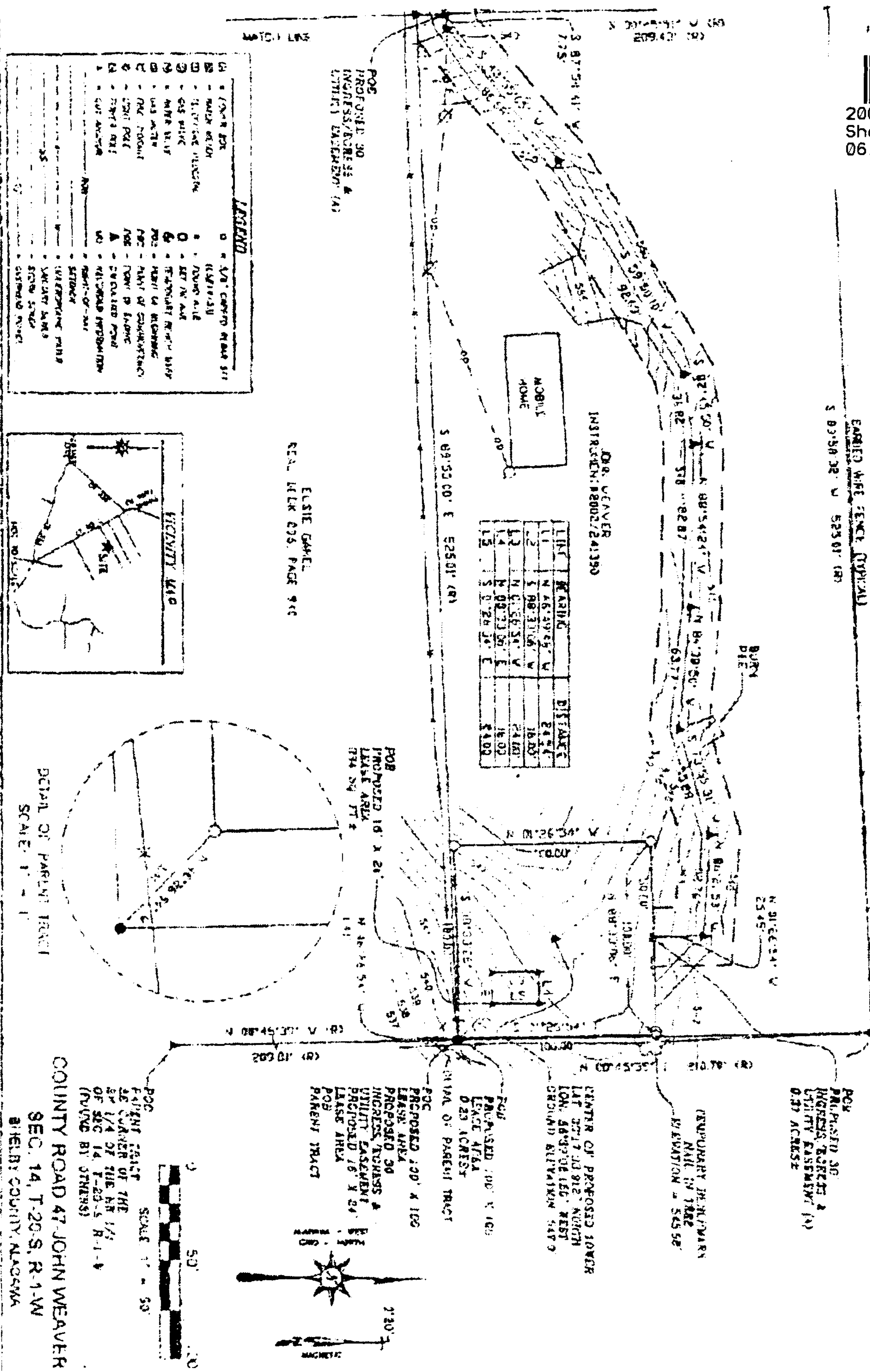


20350321000147900 6/6 \$212.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:00:08PM FILED/CERT

WATCH LINE



20050628000320670 13/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

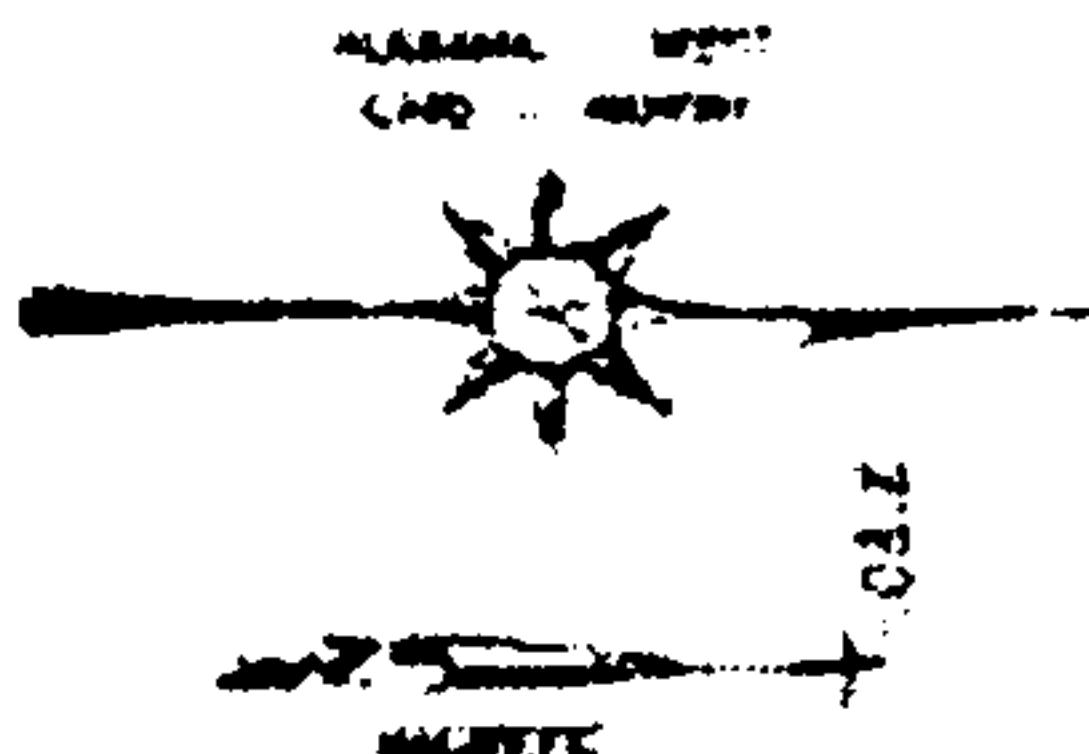
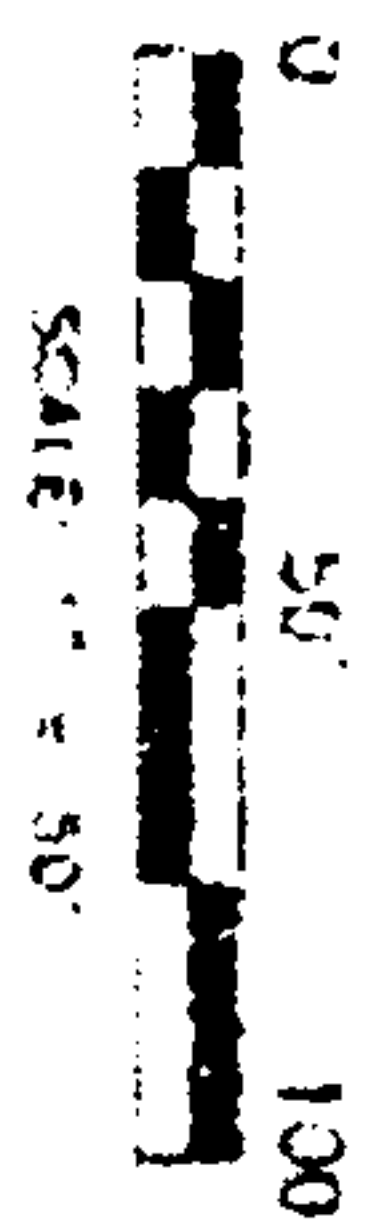


engineering group, inc.

2005 Engineers Group, Inc.
2005 Oak Mountain Circle
Pellham, Alabama 36724
(205) 832-0000
Fax: (205) 780-1900

TYPE OF SURVEY: BOUNDARY & TOPOGRAPHIC
CLIENT: CRAFTON COMMUNICATIONS
280 CHAMPA VALLEY PARKWAY
SHELBYVILLE, AL 35174
DATE: 04/20/05
BY: [Signature]
CHECKED: [Signature]
DATE: 04/20/05

NO.	REVISION	DATE
1	ISSUED FOR FIELD PRODUCTION	04/20/05
2	FOR THE RECORD	04/20/05




1	Survey	1	Survey
2	Survey	2	Survey
3	Survey	3	Survey
4	Survey	4	Survey
5	Survey	5	Survey
6	Survey	6	Survey
7	Survey	7	Survey
8	Survey	8	Survey
9	Survey	9	Survey
10	Survey	10	Survey
11	Survey	11	Survey
12	Survey	12	Survey
13	Survey	13	Survey
14	Survey	14	Survey
15	Survey	15	Survey
16	Survey	16	Survey
17	Survey	17	Survey
18	Survey	18	Survey
19	Survey	19	Survey
20	Survey	20	Survey
21	Survey	21	Survey
22	Survey	22	Survey
23	Survey	23	Survey
24	Survey	24	Survey
25	Survey	25	Survey
26	Survey	26	Survey
27	Survey	27	Survey
28	Survey	28	Survey
29	Survey	29	Survey
30	Survey	30	Survey
31	Survey	31	Survey
32	Survey	32	Survey
33	Survey	33	Survey
34	Survey	34	Survey
35	Survey	35	Survey
36	Survey	36	Survey
37	Survey	37	Survey
38	Survey	38	Survey
39	Survey	39	Survey
40	Survey	40	Survey
41	Survey	41	Survey
42	Survey	42	Survey
43	Survey	43	Survey
44	Survey	44	Survey
45	Survey	45	Survey
46	Survey	46	Survey
47	Survey	47	Survey
48	Survey	48	Survey
49	Survey	49	Survey
50	Survey	50	Survey
51	Survey	51	Survey
52	Survey	52	Survey
53	Survey	53	Survey
54	Survey	54	Survey
55	Survey	55	Survey
56	Survey	56	Survey
57	Survey	57	Survey
58	Survey	58	Survey
59	Survey	59	Survey
60	Survey	60	Survey
61	Survey	61	Survey
62	Survey	62	Survey
63	Survey	63	Survey
64	Survey	64	Survey
65	Survey	65	Survey
66	Survey	66	Survey
67	Survey	67	Survey
68	Survey	68	Survey
69	Survey	69	Survey
70	Survey	70	Survey
71	Survey	71	Survey
72	Survey	72	Survey
73	Survey	73	Survey
74	Survey	74	Survey
75	Survey	75	Survey
76	Survey	76	Survey
77	Survey	77	Survey
78	Survey	78	Survey
79	Survey	79	Survey
80	Survey	80	Survey
81	Survey	81	Survey
82	Survey	82	Survey
83	Survey	83	Survey
84	Survey	84	Survey
85	Survey	85	Survey
86	Survey	86	Survey
87	Survey	87	Survey
88	Survey	88	Survey
89	Survey	89	Survey
90	Survey	90	Survey
91	Survey	91	Survey
92	Survey	92	Survey
93	Survey	93	Survey
94	Survey	94	Survey
95	Survey	95	Survey
96	Survey	96	Survey
97	Survey	97	Survey
98	Survey	98	Survey
99	Survey	99	Survey
100	Survey	100	Survey

20050321000147992 718 \$212.00
Shelby Cnty Judge of Probate, AL
03/31/2005 12:08:00PM FILED/CERT

20050628000320670 14/14 \$50.00
Shelby Cnty Judge of Probate, AL
06/28/2005 02:31:14PM FILED/CERT

COUNTY ROAD 47-JOHN WEAVER
SEC. 14, T-20-S, R-1-W
SHELBY COUNTY, ALABAMA

 SMA engineering group, inc.	SMA Engineering Group, Inc. 2408 Oak Mountain Circle Prichard, Alabama 36062 (205) 328-1500 Fax: (205) 328-1501	TYPE OF SURVEY BOUNDARY & TOPOGRAPHIC CLIENT CRAFTON COMMUNICATIONS 240 CRAFTON CIRCLE PRICHARD, AL 36062 DATE 10/15/04 BY [Signature] CHECKED [Signature] 10/15/04	REVISIONS	
			NO.	DESCRIPTION
			1	ISSUED TO THE PROPERTY
			2	REVISIONS MADE TO THE SURVEY