

This document prepared by and
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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

ALABAMA
ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT

Helena AL 6 - 300023

Tax Parcel ID: 13-5-21-1-001-001.000

THIS Assignment and Assumption dated as of 3:00 pm on February 28, 2007 is from **SpectraSite Communications, Inc.**, a Delaware corporation (“Assignor”) to **American Tower Asset Sub, LLC**, a Delaware limited liability company (“Assignee”) whose tax mailing address is: c/o American Tower Corporation, Attn: Property Tax Department, PO Box 723597, Atlanta, GA 31139.

Agreement:

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby irrevocably transfer, assign, and convey to Assignee all of the right, title and interest of Assignor in, to and under the lease or other document described in Schedule A attached hereto together with any easements and other agreements, permits, rights and appurtenances pertaining thereto (in each case, to the extent assignable) and forming a part hereof (collectively, the “Land Lease”) together with any and all of Assignor’s right, title and

interest in and to the buildings, towers and other improvements located on the real property described on Annex 1 hereto and leased pursuant to such Land Lease and all leases, subleases, and licenses with respect thereto pursuant to which Assignor leases or licenses any part thereof to others (collectively the "Tower Leases"). Assignee hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Land Lease and the Tower Leases.

2. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

IN WITNESS WHEREOF, each party has caused this Assignment and Assumption to be duly executed and delivered in its name and on its behalf, as of the date first above written.

SpectraSite Communications, Inc., a
Delaware corporation

By: _____

H. Anthony Lehv
Senior Vice President

American Tower Asset Sub, LLC, a
Delaware limited liability company

By: _____

H. Anthony Lehv
Senior Vice President


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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, Catherine M. Bradley a Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv, whose name as Senior Vice President of **SpectraSite Communications, Inc.**, a Delaware corporation is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 8th day of August A.D., 2007.

Notary Public Catherine M. Bradley

Print Name: Catherine M. Bradley

My Commission Expires:



Catherine M. Bradley
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 30, 2007

(NOTARIAL SEAL)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

I, the undersigned, Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv of **American Tower Asset Sub, LLC**, a Delaware limited liability company, whose name as Senior Vice President is signed to the foregoing conveyance and who is known to me (or proved to me on the basis of satisfactory evidence), acknowledged before me on this day, that, being informed of the contents of the conveyance, he/she as such Senior Vice President and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this 8th day of August A.D., 2007.

Notary Public Catherine M. Bradley

Print Name: Catherine M. Bradley

My Commission Expires:



Catherine M. Bradley
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 30, 2007

(NOTARIAL SEAL)



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Schedule A
to Assignment and Assumption of Lease or Other Agreement

Option and Ground Lease Agreement dated as of August 4, 1999 between George Brian Hinds and wife, Tracey Jean Hinds and SpectraSite Communications, Inc., as amended, which (or a memorandum or other notice of which) is recorded in Instrument Number 2000-04311, which Option and Ground Lease Agreement affects the property described on Annex 1 hereto.



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Annex 1
to Assignment and Assumption Agreement

Legal Description

(See attached)



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All that tract or parcel of land lying in Section 21, Township 20 South, Range 3 West, of Shelby County, Alabama, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at a 3" iron pipe found at the Land Lot Corner common to Land Lots 15, 16, 21 and 22.

THENCE along the Land Lot Line common to Land Lots 21 and 22, South 00 degrees 18 minutes 57 seconds East a distance of 420.48 feet to a point;

THENCE leaving said Land Lot Line, North 75 degrees 00 minutes 31 seconds West a distance of 106.88 feet to a point;

THENCE North 02 degrees 45 minutes 45 seconds East a distance of 100.00 feet to a point;

THENCE North 31 degrees 33 minutes 28 seconds East a distance of 29.97 feet to a point;

THENCE North 15 degrees 16 minutes 21 seconds West a distance of 19.57 feet to a point;

THENCE North 69 degrees 36 minutes 05 seconds West a distance of 26.41 feet to a point;

THENCE North 86 degrees 38 minutes 50 seconds West a distance of 109.24 feet to a point;

THENCE North 69 degrees 00 minutes 59 seconds West a distance of 183.76 feet to a point;

THENCE North 01 degrees 08 minutes 22 seconds East a distance of 61.98 feet to a point, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established,

THENCE North 87 degrees 58 minutes 57 seconds West a distance of 22.68 feet to an iron pin set;

THENCE North 16 degrees 47 minutes 56 seconds East a distance of 100.00 feet to an iron pin set;

THENCE South 87 degrees 58 minutes 57 seconds East a distance of 100.00 feet to an iron pin set;

THENCE South 16 degrees 47 minutes 56 seconds West a distance of 100.00 feet to an iron pin set;

THENCE North 87 degrees 58 minutes 57 seconds West a distance of 77.32 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said Tract containing 10,000 square feet.

