

This document prepared by and  
~~after recording, please return to:~~

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COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

**ALABAMA**  
**ASSIGNMENT AND ASSUMPTION OF LEASE OR OTHER AGREEMENT**

**Calera - 300244**

**Tax Parcel ID: 28-5-22-0-000-005.001**

THIS Assignment and Assumption dated as of 9:00 am on February 28, 2007 is from  
**Tower Asset Sub, LLC**, a Delaware limited liability company ("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.

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


By: \_\_\_\_\_

H. Anthony Lehy  
Senior Vice President

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

By: \_\_\_\_\_

H. Anthony Lehy  
Senior Vice President

  
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COUNTY OF SUFFOLK

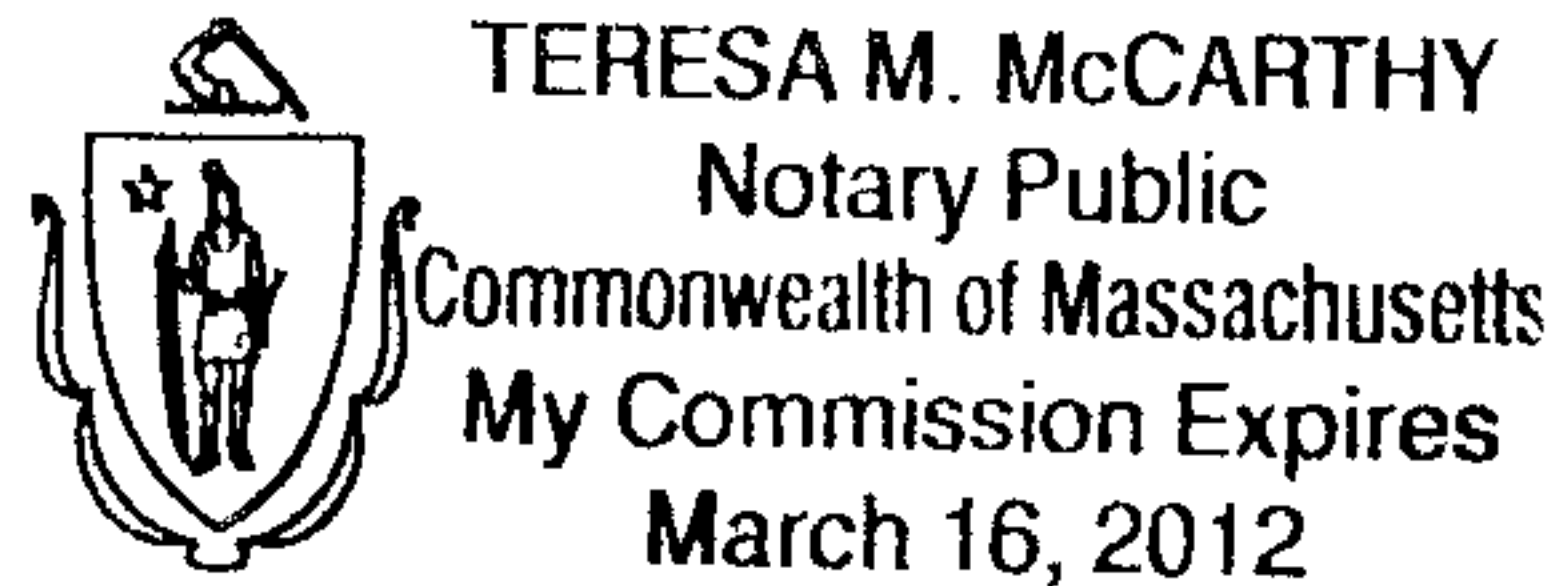
I, Teresa McCarthy, a Notary Public in and for said County, in said State, hereby certify that H. Anthony Lehv, whose name as Senior Vice President of **Tower Asset Sub, LLC**, a Delaware limited liability company is signed to the foregoing conveyance and who is known to me, acknowledged before me on 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 limited liability company.

Given under my hand and official seal this 19<sup>th</sup> day of Feb. A.D., 2007.

Notary Public Teresa McCarthy

Print Name: Teresa McCarthy

My Commission Expires:



(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.

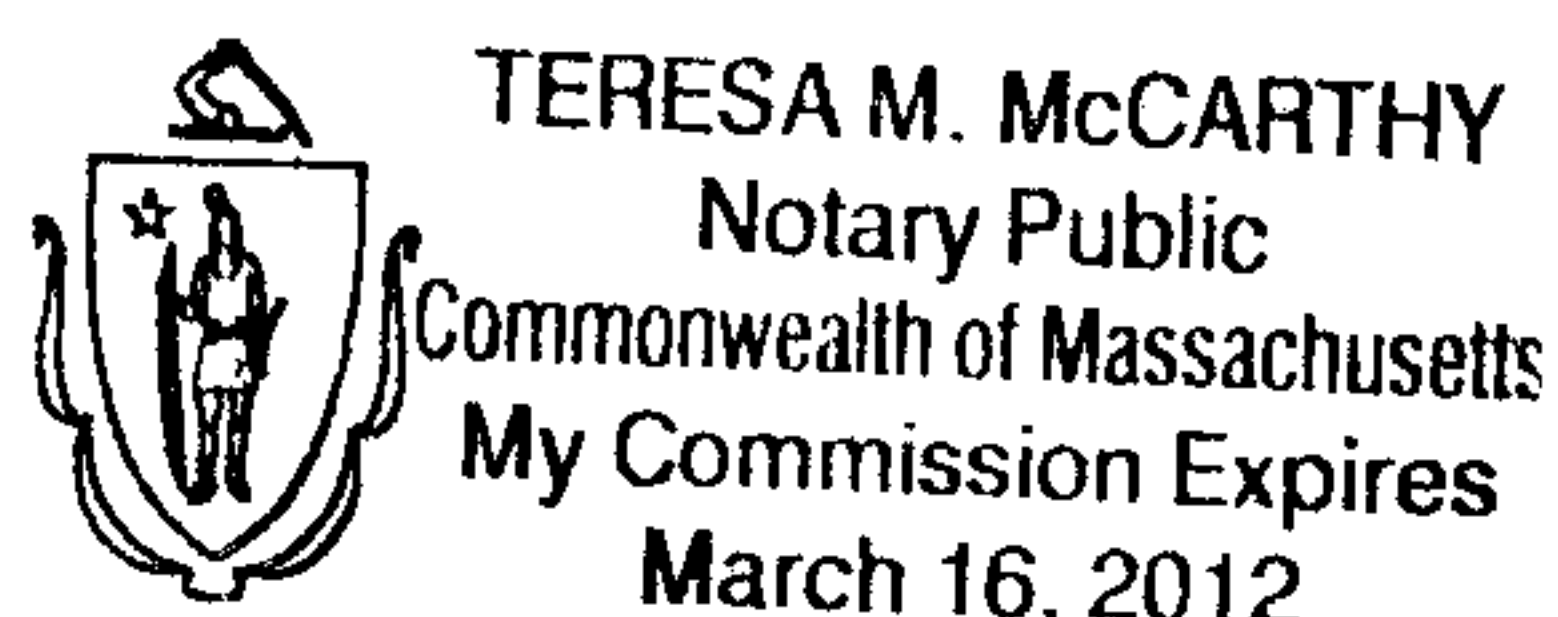
Given under my hand and official seal this 19<sup>th</sup> day of Feb. A.D., 2007.

Notary Public Teresa McCarthy

Print Name: Teresa McCarthy

My Commission Expires:


(NOTARIAL SEAL)





**Schedule A**  
**to Assignment and Assumption of Lease or Other Agreement**


Ground lease Agreement dated as of May 16, 1995 between Kermit Roberson and Mary Roberson and Dial Call, Inc., a Delaware corporation, as amended, which (or a memorandum or other notice of which) is recorded in Instrument Number 2002 - 00236, which 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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SHELBY COUNTY, ALABAMA  
SITE NO: 300244  
SITE NAME: CALERA

  
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A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 22, Township 22 South, Range 2 West of the Huntsville Meridian, Shelby County Alabama and being more particularly described as follows:

Commence at a 1/2" iron pin on the southerly right-of-way of Old Highway 25, said 1/2" iron pin being the Point of Beginning of the parcel herein described, said 1/2" iron pin being the Northeast corner of that certain parcel of land as described at Instrument Number 2002-00236 as recorded in the Office of the Judge of Probate, Shelby County, Alabama;

thence S54°04'07"W and along the said southerly right-of-way of Old Highway 25 a distance of 71.67 feet to a 1/2" iron pin on the said southerly right-of-way of Old Highway 25;

thence S59°03'00"E a distance of 79.93 feet to a 1/2" iron pin;

thence S65°30'28"E a distance of 30.39 feet to a 1/2" iron pin;

thence N33°12'50"E a distance of 27.74 feet to a point;

thence N27°59'14"E a distance of 38.24' to a 1/2" iron pin;

thence N61°27'25"W a distance of 81.18 feet to the Point of Beginning.

Said parcel containing 6,440 square feet, 0.15 acres, more or less.