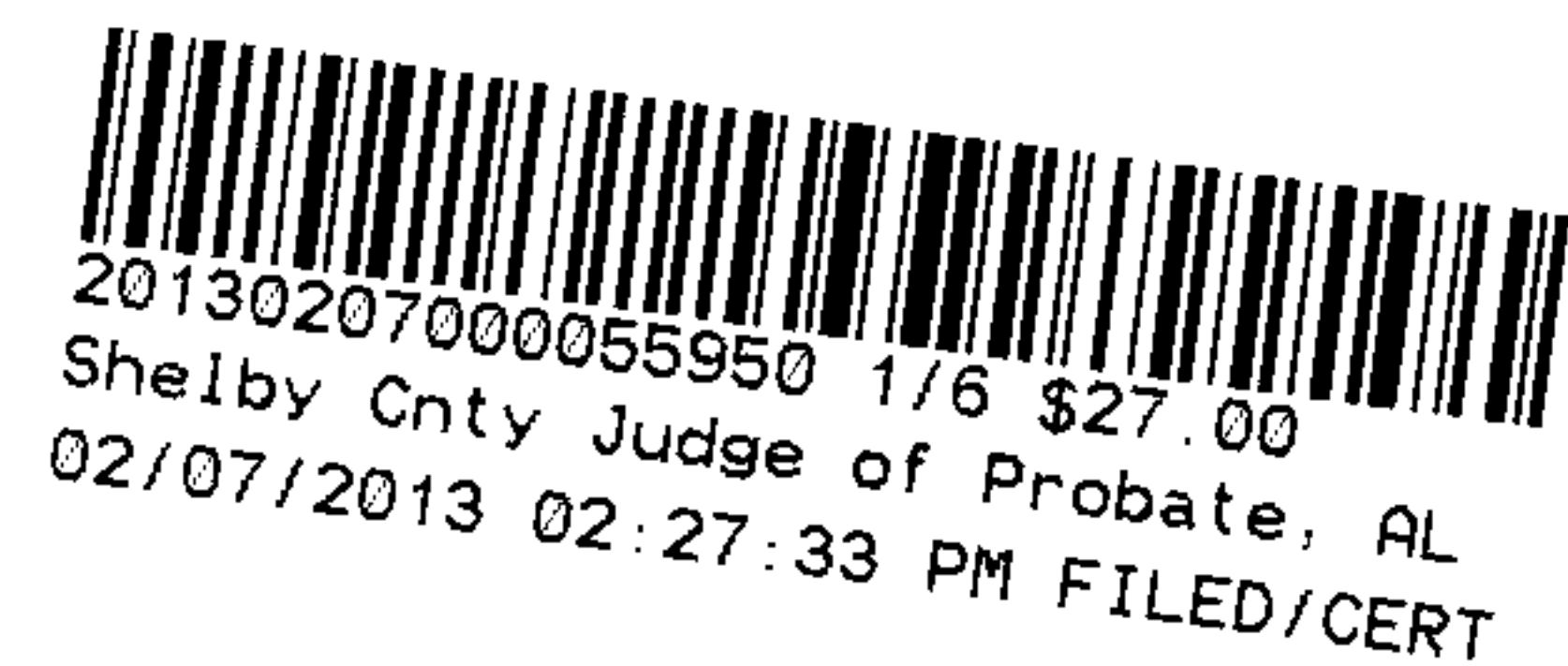




Recording requested by, prepared by and return to:
J. Coleman Prewitt, Esq
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, FL 33487
561.226.9365

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("Memorandum") is made and entered into as of the date written below and effective as of October 31, 2006, ("Effective Date") by and between SBA SITE MANAGEMENT, LLC, a Florida limited liability company f/k/a AAT COMMUNICATIONS CORP., a New York corporation ("Assignor") and SBA STRUCTURES, INC. ("Assignee").

WITNESSETH:

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated October 31, 2006 ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreement(s) described on **Exhibit B-1** (the "Assigned Agreements") encumbering the real property described on **Exhibit B-2**, both attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Pursuant to the Master Assignment, as of the Effective Date, Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
2. Miscellaneous. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on **Exhibit B-1** attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed pursuant to due and property authority as of the date first above written.

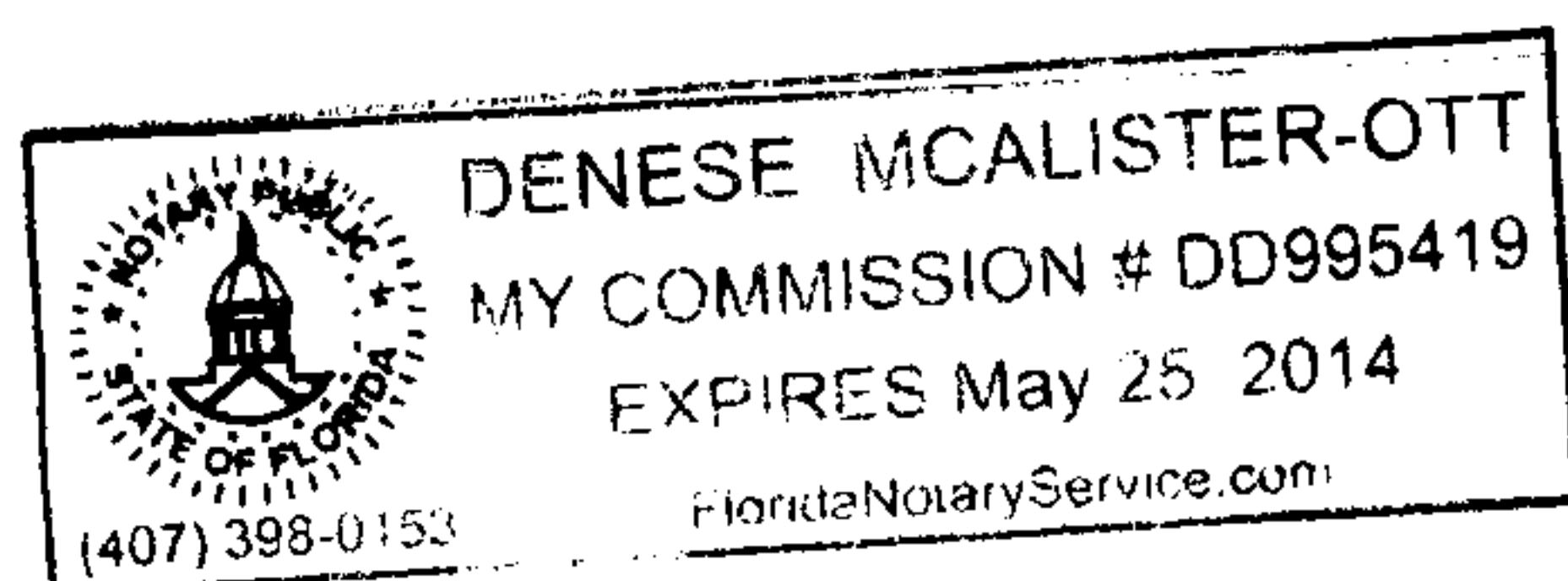
ASSIGNOR:

SBA SITE MANAGEMENT, LLC, a Florida limited liability company f/k/a AAT COMMUNICATIONS CORP., a New York corporation

By: [Signature]
Thomas P. Hunt, Senior Vice President and General Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Thomas P. Hunt, Senior Vice President and General Counsel of SBA Site Management, LLC, on behalf of the company. The above-named individual is personally known to me.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

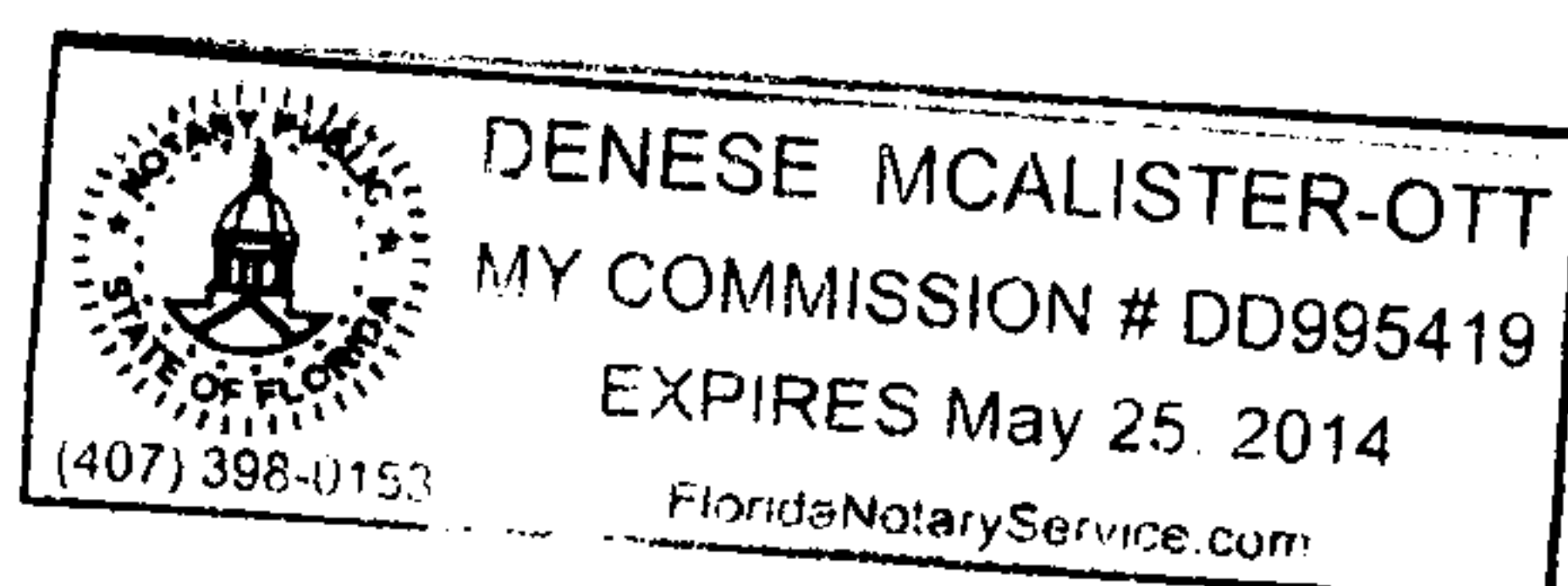
ASSIGNEE:

SBA STRUCTURES, INC.

By: [Signature]
Thomas P. Hunt, Senior Vice President and General Counsel

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 9th day of August, 2012, by Thomas P. Hunt, Senior Vice President and General Counsel of SBA Structures, Inc., on behalf of the corporation. The above-named individual is personally known to me.



[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

Schedule B-1

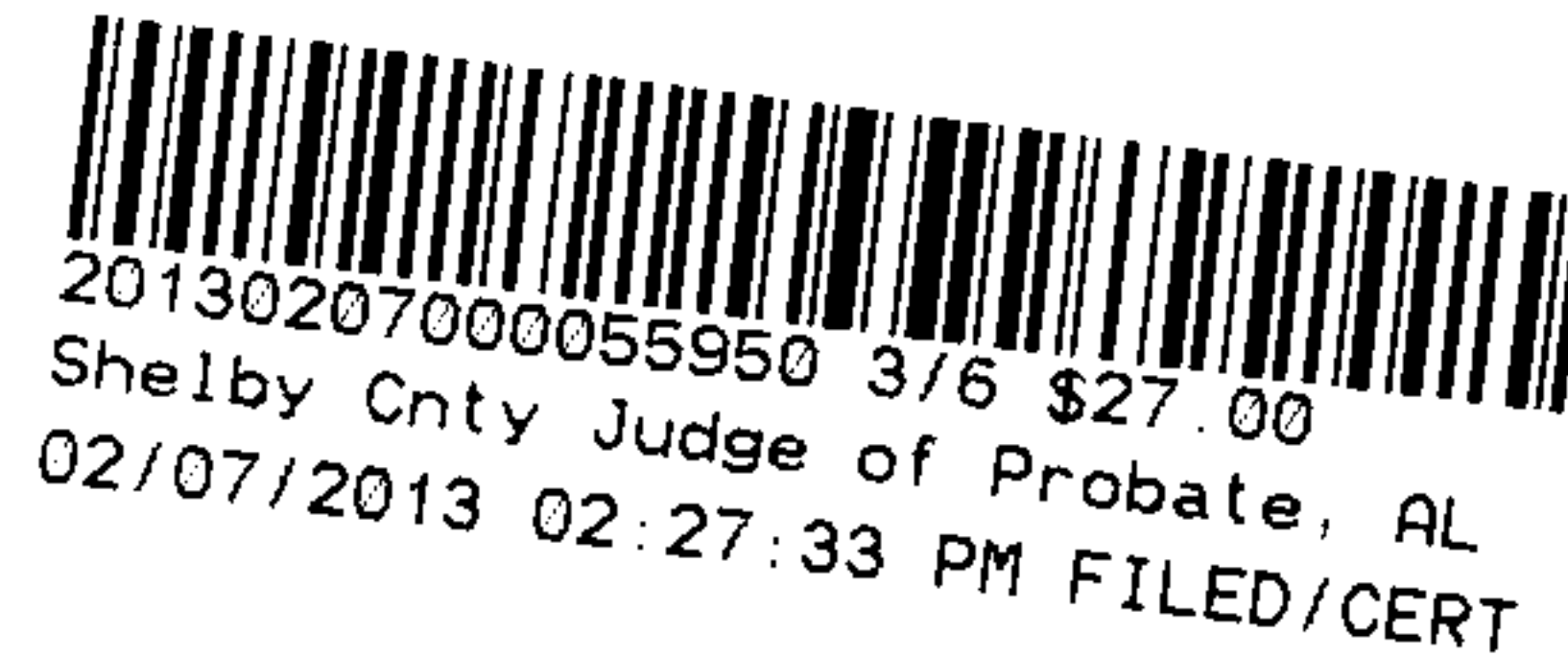
Description of the Mortgaged Lease(s)

Option and Ground Lease Agreement dated February 10, 2005, by and between John M. Weaver, as lessor, and New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, as lessee.

As evidenced by that certain Memorandum of Option and Lease Agreement, dated February 10, 2005, by and between John M. Weaver, as lessor, and New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, as lessee, and recorded in the Shelby County Land Records, Alabama on March 31, 2005, as Document No. 20050331000147990.

As assigned and further evidenced by an Assignment Agreement, dated as of June 1, 2005, by New Cingular Wireless PCS, LLC, d/b/a Cingular Wireless, as assignor, to AAT Communications Corp., as assignee and recorded in the Shelby County Land Records, Alabama on June 28, 2005, as Document No. 20050628000320670, as may have been, or may hereafter be assigned or amended.

As assigned to SBA Structures, Inc. pursuant to that certain Assignment and Assumption Agreement dated October 31, 2006 and evidenced by that certain Memorandum of Assignment to be recorded.



Schedule B-2

Leasehold Interest


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PARENT TRACT (INSTRUMENT #2002/241390)

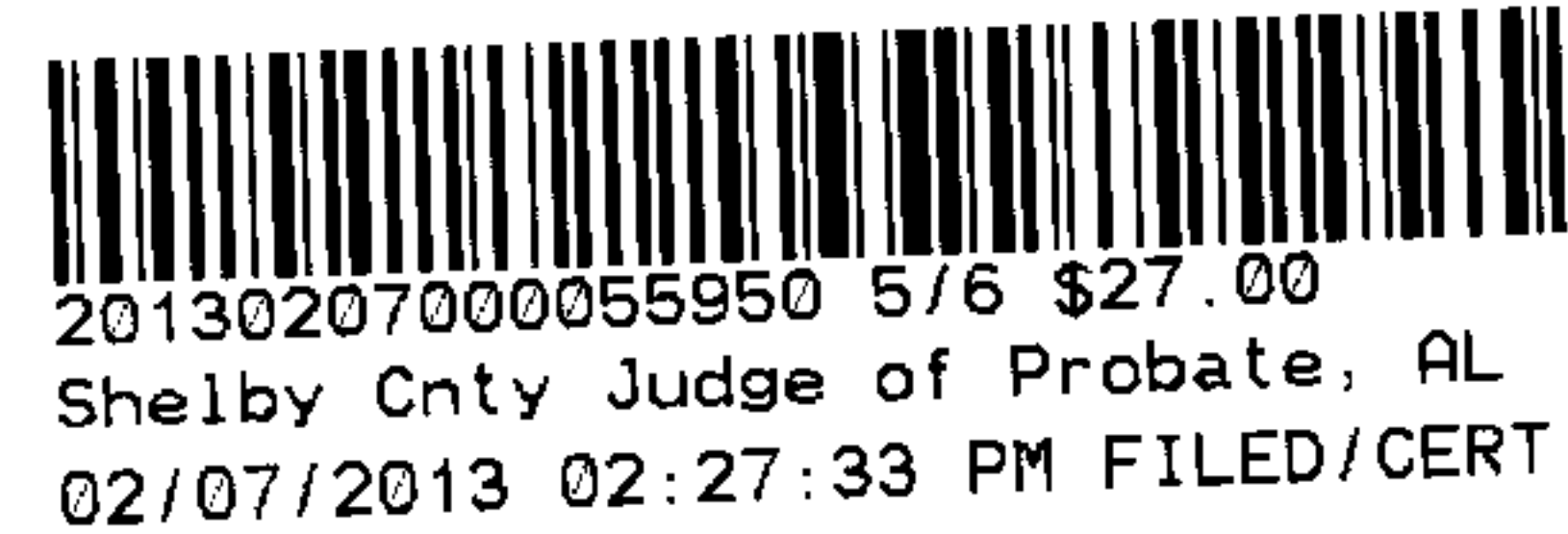
A parcel of land in the SW ¼ of the NW ¼ of Section 14, Township 20 South, Range 1 West, Shelby County, Alabama, described as follows: Commence at a concrete monument in place accepted as the Southeast corner of the SW ¼ of the NW ¼ of Section 14; Township 20 South, Range 1 West, Shelby County, Alabama; thence proceed North 00 degree 56 minutes 54 seconds East along the East boundary of said 1/4-1/4 section for a distance of 209.81 feet to a 1 inch drill bit in place, said point being the point of beginning. From this beginning point continue North 00 degrees 45 minutes 39 seconds East along a line of possession for a distance of 210.70 feet to a 1 inch drill bit in place; thence proceed South 89 degrees 58 minutes 32 seconds West for a distance of 525.01 feet; thence proceed South 00 degrees 45 minutes 51 seconds West for a distance of 209.43 feet; thence proceed South 89 degrees 53 minutes 08 seconds East for a distance of 525.01 feet to the Point of Beginning. The above described land is located in the SW ¼ of the NW ¼ of Section 14, Township 20 South, Range 1 West, Shelby County, Alabama.

25' INGRESS/EGRESS EASEMENT (INSTRUMENT #20020508000214060)

AND ALSO, A 25 FOOT INGRESS/EGRESS EASEMENT IS GRANTED BEING 25 FEET IN EQUAL WIDTH ON THE NORTH SIDE OF THE FOLLOWING DESCRIBED LINE: COMMENCE AT A CONCRETE MONUMENT IN PLACE ACCEPTED AS THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 20 SOUTH, RANGE 1 WEST, SHELBY COUNTY, ALABAMA; THENCE PROCEED NORTH 00 DEGREES 56 MINUTES 54 SECONDS EAST ALONG THE EAST BOUNDARY OF SAID QUARTER-QUARTER SECTION FOR A DISTANCE OF 209.81 FEET TO A 1 INCH DRILL BIT IN PLACE; THENCE PROCEED NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST FOR A DISTANCE OF 525.01 FEET TO THE POINT OF BEGINNING OF SAID 25 FOOT EASEMENT. FROM THIS BEGINNING POINT PROCEED NORTH 89 DEGREES 53 MINUTES 08 SECONDS WEST ALONG THE SOUTH BOUNDARY OF SAID EASEMENT FOR A DISTANCE OF 290.47 FEET TO ITS POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD NO. 47 AND THE TERMINATION OF SAID EASEMENT. ALL BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Schedule B-2

Leasehold Interest



100' X 100' LEASE AREA

A parcel of land lying in Section 14, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at an axle found at the Southeast corner of the parcel of land described in Instrument #2002/241390 in the Judge of Probate Office, Shelby County, Alabama; thence run N 46°26'54" W for a distance of 1.41 feet to a 5/8" rebar set (LS#19753) and the Point of Beginning; thence S 88°33'06" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 01°26'54" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 88°33'06" E for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence S 01°26'54" E for a distance of 100.00 feet to the Point of Beginning. Said above described parcel contains 0.23 acres more or less.

30' INGRESS/EGRESS AND UTILITY EASEMENT

An easement lying in Section 14, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at an axle found at the Southeast corner of a parcel of land described in Instrument #2002/241390 in the Judge of Probate Office, Shelby County, Alabama; thence run N 46°26'54" W for a distance of 1.41 feet to a 5/8" rebar set (LS#19753); thence S 88°33'06" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 01°26'54" W for a distance of 100.00 feet to a 5/8" rebar set (LS#19753); thence N 88°33'06" E for a distance of 50.00 feet to the Point of Beginning of an Ingress/Egress and Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence N 01°26'54" W for a distance of 25.45 feet to a point; thence N 86°21'53" W for a distance of 52.76 feet to a point; thence S 73°55'31" W for a distance of 55.88 feet to a point; thence N 84°38'50" W for a distance of 63.77 feet to a point; thence N 88°54'24" W for a distance of 82.87 feet to a point; thence S 82°45'50" W for a distance of 36.82 feet to a point; thence S 59°50'10" W for a distance of 92.69 feet to a point; thence S 48°55'05" W for a distance of 86.68 feet to a point; thence S 87°54'41" W for a distance of 7.75 feet to the West property line of the above mentioned parcel of land and the Point of Ending. Said above described easement contains 0.37 acres more or less.

Schedule B-2

Leasehold Interest

A parcel of land lying in Section 14, Township 20 South, Range 1 West, Shelby County, Alabama being more particularly described as follows:

Commence at an axle found at the Southeast corner of the parcel of land described in Instrument #2002/241390 in the Judge of Probate Office, Shelby County, Alabama; thence run N 46°26'54" W for a distance of 1.41 feet to a 5/8" rebar set (LS#19753); thence N 46°49'48" W for a distance of 24.54 feet to the Point of Beginning; thence S 88°33'06" W for a distance of 16.00 feet to a point; thence N 01°26'54" W for a distance of 24.00 feet to a point; thence N 88°33'06" E for a distance of 16.00 feet to a point; thence S 01°26'54" E for a distance of 24.00 feet to the Point of Beginning. Said above described parcel contains 384 square feet, more or less.



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