

Assignee hereby assumes and agrees to perform, observe and keep, to the extent arising from and after the date hereof, all of the obligations of Assignor (i) as lessee, pursuant to the terms of the Lease, and (ii) as lessor pursuant to the terms of any and all Tower Leases. Assignee shall have no obligation, duty or liability under any leases arising or occurring on or before the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Bill of Sale and Assignment and Assumption of Ground Lease and Tower Leases to be executed by their duly authorized officers or representatives to be effective as of the 4th day of October, 2000.

In the Presence of:

[Signature]

R. Clayton Camb

In the Presence of:

[Signature]

R. Clayton Camb

ASSIGNOR:

PINNACLE VENTURES II, L.L.C., a Tennessee limited liability company (formerly known as Tower Ventures II, L.L.C.)

By: Pinnacle Towers Inc.,
a Delaware corporation, its Sole Member

By: [Signature]
Name: _____
JAMES BOKISH
ASSISTANT SECRETARY
(CORPORATE SEAL)

ASSIGNEE:

PINNACLE TOWERS INC.,
a Delaware corporation

By: [Signature]
Name: _____ JAMES BOKISH
Title: _____ ASSISTANT SECRETARY
(CORPORATE SEAL)

[STATE-SPECIFIC NOTARY ACKNOWLEDGEMENTS FOLLOW THIS PAGE]

