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MICHAEL A. BROWN
RECORDER

TC 6154909

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this 30th day of September, 2005 ("Transfer Date"), by VERTICAL REALESTATE, INC., an Indiana corporation, having an address at 2602 Cass Street, P.O. Box 8096, Fort Wayne, Indiana 46898, Fax Number (260) 483-5998 ("Assignor"), to SBA TOWERS, INC., a Florida corporation, having an address at 5900 Broken Sound Parkway, NW, Boca Raton, FL 33487, Attn.: Thomas P. Hunt, Senior Vice President and General Counsel, Fax Number (561) 989-2941 ("Assignee").

Preliminary Statement:

On the 23 day of March, 1998, Bank Calumet, as Trustee under Trust No. P-3552 under date of August 8, 1998 as further assigned to Skurka Properties ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain Land Lease and Easement Agreement ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of Lake, State of Indiana, which Real Property is more particularly described on Exhibit "A" attached hereto. The Memorandum of Lease is recorded Document No. 2003-135391. In addition to the foregoing, Assignor and (i) Calumet National Bank are parties to a Non-Disturbance and Attornment Agreement dated August 8, 1998, as recorded in the Lake County, Indiana Recorder's office as document number 999214, modification recorded as Document No. 93075158; (ii) Calumet National Bank are parties to a Non-Disturbance and Attornment Agreement dated August 8, 1998, as recorded in the Lake County, Indiana Recorder's office as document number 2002-009384 (iii) Tower Bank and Trust Company are parties to a Non-Disturbance and Attornment Agreement dated September 1, 2004, as recorded in the Lake County Recorder's office in the State of Indiana as document number 2004-97841, and (iv) Bank Calumet National Association are parties to a Non-Disturbance and Attornment Agreement dated April 25, 2005, as recorded in the Lake County, Indiana Recorder's office as document number 2005-050585 (collectively, the "NDAs")

Pursuant to that certain Purchase and Sale Agreement dated as of August 29, 2005 ("Purchase Agreement"), by and between Assignor and Assignee, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease to Assignee and to sell and convey to Assignee all improvements thereon, including all communications towers or monopoles on the Real Property. All capitalized terms not otherwise defined in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

Nationwide
→ 380 Southpointe Blvd. Ste 300
Canonsburg, PA 15317
SBA Site: IN08710-A, Highland

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In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and transfers all of its right, title, claim and interest in, to and under the Ground Lease and NDAs to Assignee and its successors and assigns. Assignor will indemnify, defend and hold harmless Assignee, its successors and assigns and their respective agents, employees, directors and officers from and against any claim, damage, loss, liability, obligation, demand, defense, judgment, suit, proceeding, disbursement or expense, including reasonable attorneys' fees or costs (including those related to appeals) of any nature whatsoever (collectively, "Losses and Liabilities"), arising out of or in any way related to the Ground Lease prior to the Transfer Date or which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and NDAs and assumes all of the Assignor's obligations under the Ground Lease which arise or relate to the period after the Transfer Date. Assignee will indemnify, defend and hold harmless Assignor, its successors and assigns and their representatives, agents, employees, directors and officers from and against any and all Losses and Liabilities arising out of or in any way related to the Ground Lease on and after the Transfer Date, except for Losses and Liabilities which arise out of or are in any way related to the Ground Lease after the Transfer Date on account of any fact or circumstance occurring or existing prior to the Transfer Date.

3. APPURTENANCES, EASEMENTS, AND IMPROVEMENTS. Assignor hereby grants, bargains, and sells to Assignee, its heirs and assigns forever, all of Assignor's right, title and interest in and to (i) all Appurtenances relating to the Real Property, (ii) all Easements benefiting the Real Property, and (iii) all Improvements constructed on the Real Property or the Easements.

4. JURISDICTION AND VENUE. The parties acknowledge that a substantial portion of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Palm Beach County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Palm Beach County. Each party consents to the jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedure or local rules.

5. ATTORNEYS FEES AND COSTS. In the event of any litigation or arbitration between Assignor and Assignee arising out of this Assignment, the prevailing party will be entitled

to recover all expenses and costs incurred in connection therewith, including reasonable attorneys' fees and costs.

6. **BINDING EFFECT.** This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.



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7. GOVERNING LAW. This Assignment will be governed by and construed in accordance with the internal laws of the State of Florida without regard to principles of conflicts of laws.

8. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9. PURCHASE AGREEMENT. Nothing contained in this Assignment will be deemed or construed as relieving Assignor or Assignee of their respective duties and obligations under the Purchase Agreement.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the Transfer Date.

Witnesses:

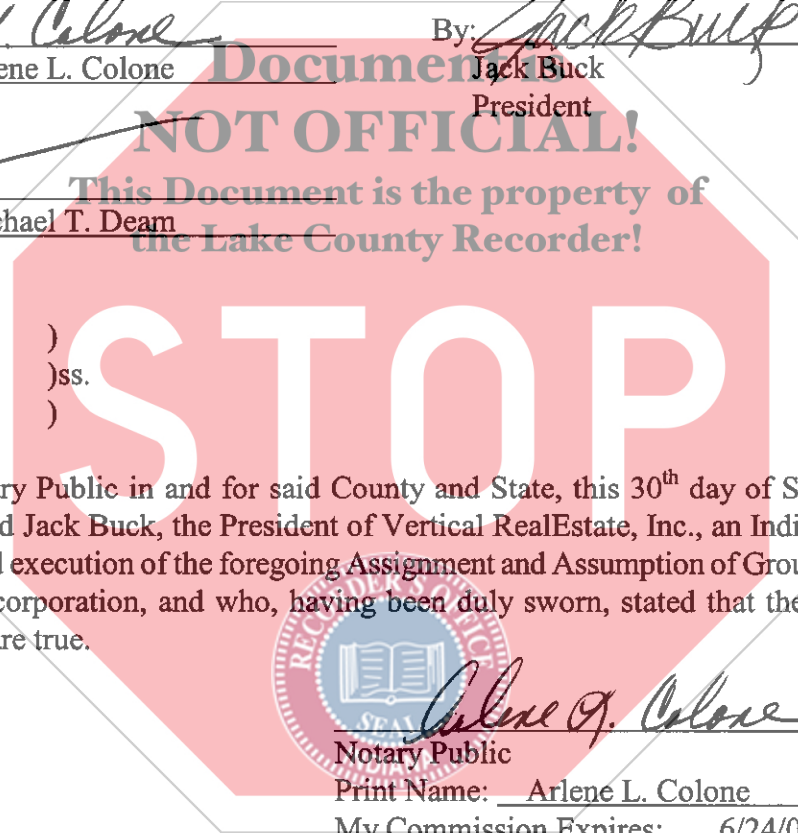
ASSIGNOR:

VERTICAL REALESTATE, INC.,
an Indiana corporation

Arlene L. Colone
Print Name: Arlene L. Colone

By: Jack Buck
Jack Buck
President

Michael T. Deam
Print Name: Michael T. Deam



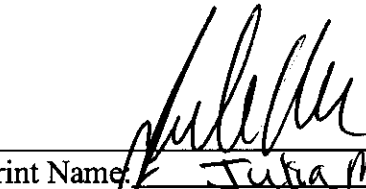
State of Indiana)
)ss.
County of Allen)

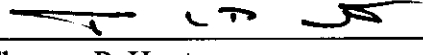
Before me, a Notary Public in and for said County and State, this 30th day of September, 2005, personally appeared Jack Buck, the President of Vertical RealEstate, Inc., an Indiana corporation, who acknowledged execution of the foregoing Assignment and Assumption of Ground Lease for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.


Arlene L. Colone
Notary Public
Print Name: Arlene L. Colone
My Commission Expires: 6/24/08
A resident of Allen County, IN

ASSIGNEE:

SBA TOWERS INC., a Florida corporation


Print Name: Julia Mudo

By: 
Thomas P. Hunt,
Senior Vice President & General Counsel


Print Name: Trissa Sutton

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 3rd day of October 2005, by Thomas P. Hunt, Senior Vice President of SBA TOWERS INC., a Florida corporation, on behalf of the corporation. The above-named individual is personally known to me or has produced _____ as identification.



*This document was prepared by
SBA Towers Inc.
5900 Broken Sound Parkway NW
Boca Raton FL
33487*

EXHIBIT "A"

Real Property

DESCRIPTION OF LEASE AREA - HIGHLANDS SITE

Part of the West Half of the Northwest Quarter of Section 33, Township 36 North, Range 9 West, Lake County, Indiana, more particularly described as follows:

Commencing at a 1/2" diameter pipe marking the Southeast corner of real estate described in Document 001027 in the Office of the Recorder of Lake County; thence North 00 degrees 08 minutes 58 seconds West (all bearings in this description are based on Geodetic North) on the East line of said real estate described in Document 001027, a distance of 90.37 feet to the Point of Beginning; thence South 87 degrees 58 minutes 50 seconds West on a line defined by an existing 6 feet high chain link fence, 75.04 feet; thence North 00 degrees 08 minutes 58 seconds West and parallel with said East line, 77.45 feet; thence North 89 degrees 51 minutes 02 seconds East 75.00 feet to said East line of real estate described in Document 001027; thence South 00 degrees 08 minutes 58 seconds East on said East line, 75.00 feet to the Point of Beginning, containing 0.13 acre, more or less and subject to easements and rights of way of record.

DESCRIPTION OF ACCESS AND UTILITY EASEMENT

Part of the West Half of the Northwest Quarter of Section 33, Township 36 North, Range 9 West, Lake County, Indiana, more particularly described as follows:

Commencing at a 1/2" diameter marking the Southeast corner of real estate described in Document 001027 in the Office of the Recorder of Lake County; thence North 00 degrees 08 minutes 58 seconds West (all bearings in this description are based on Geodetic North) on the East line of said real estate described in Document 001027, a distance of 90.37 feet; thence South 87 degrees 58 minutes 50 seconds West 75.04 feet; thence North 00 degrees 08 minutes 58 seconds West 32.44 feet to the Point of Beginning; thence South 89 degrees 51 minutes 02 seconds West 67.57 feet; thence North 11 degrees 16 minutes 25 seconds West 519.21 feet; thence North 07 degrees 50 minutes 10 seconds East 94.73 feet; thence North 11 degrees 01 minutes 59 seconds West 249.89 feet to the South right of way line of Industrial Drive; thence North 67 degrees 47 minutes 23 seconds East on said South right of way line, 20.39 feet; thence South 11 degrees 01 minutes 59 seconds East 257.17 feet; thence South 07 degrees 50 minutes 10 seconds West 94.69 feet; thence South 11 degrees 16 minutes 25 seconds East 499.40 feet; thence North 89 degrees 51 minutes 02 seconds East 51.12 feet; thence South 00 degrees 08 minutes 58 seconds East 20.00 feet to the Point of Beginning.

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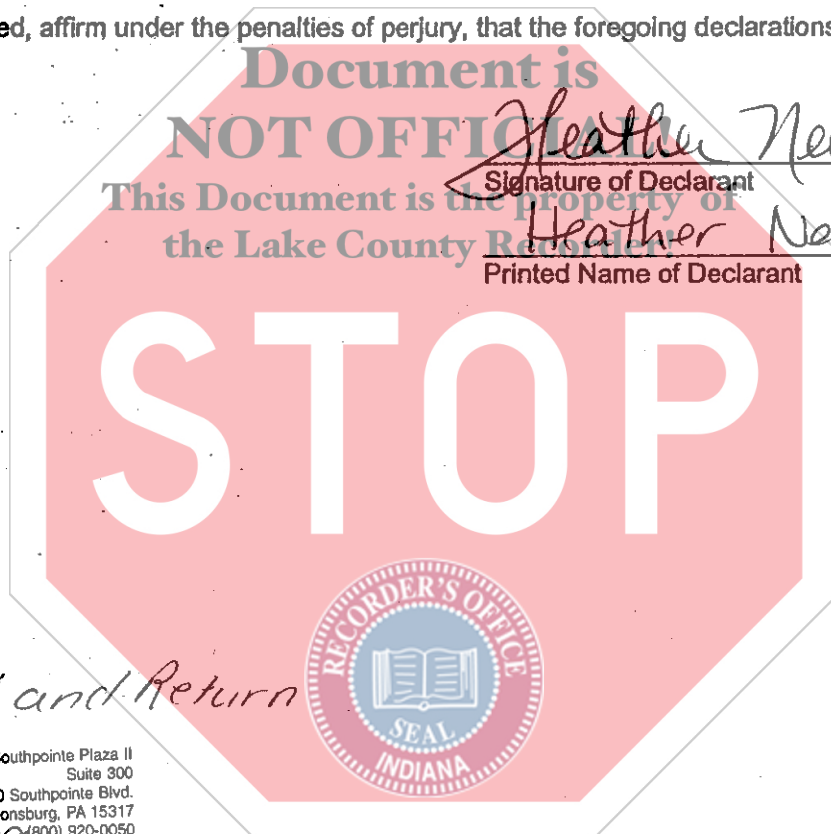
Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



NATIONWIDE Southpointe Plaza II
Suite 300
380 Southpointe Blvd.
Canonsburg, PA 15317
(800) 920-0050
6154909