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Prepared by and when recorded return to:
Brian P. Cain, Esq.
Holt Ney Zatcoff & Wasserman, LLP
100 Galleria Parkway, Suite 600
Atlanta, Georgia 30339-5911

Site Name: Nora, Indiana

Cross Reference: Instrument No. 99-9698
Marion County, Indiana records;
Instrument No. 2003-273523
Marion County, Indiana records.

WARNING: COPY PROPERTY OF MARION COUNTY, IN. DO NOT COPY ONLY FOR QUALIFIED USE

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale and Assignment and Assumption Agreement ("**Bill of Sale**") is entered into as of December 30, 2004, by and between **LATTICE COMMUNICATIONS, LLC**, a Delaware limited liability company, with an address of 441 Vine Street, Suite 3900, Cincinnati, Ohio 45202 ("**Seller**"), and **PINNACLE TOWERS ACQUISITION LLC**, a Delaware limited liability company, with an address of 301 N. Cattlemen Road, Sarasota, Florida 34232 ("**Purchaser**"), pursuant to that certain Asset Purchase Agreement dated as of July 29, 2004, between Purchaser and Seller (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement.

Seller desires to assign, transfer, convey and deliver to Purchaser all right, title and interest of Seller in and to the Tower Assets (as defined in the Purchase Agreement) in accordance with the terms of the Purchase Agreement. The Purchase Agreement also provides for certain representations and warranties of the Seller and for the assumption by Purchaser of certain liabilities and obligations of Seller and the assignment to Purchaser of Seller's rights associated with the liabilities and obligations assumed.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

1. (a) Seller hereby assigns, transfers, conveys, sells and delivers to Purchaser all of its rights, title and interest in and to (i) that certain Land Lease and Easement Agreement by and between Civil Township of Washington, Marion County, Indiana, as Lessor, and Vertical RealEstate, Inc., as Lessee, dated May 28, 1998, as evidenced by that certain Memorandum of Lease between Civil Township of Washington, Marion County, Indiana, as Lessor, and Vertical RealEstate, Inc., as Lessee, dated January 19, 1999, recorded January 19, 1999, as **Instrument No. 99-9698**, Marion County, Indiana records; as assigned by that certain Assignment and Assumption of Lease from Vertical RealEstate, Inc., as Assignor, to Lattice Communications, LLC, as Assignee, dated December 12, 2003, recorded December 26, 2003, as **Instrument No. 2003-273523**, aforesaid records (the "**Ground Lease**"); (ii) all of the tenant leases for the operation and maintenance of antennae and other telecommunications equipment (the "**Tower Leases**") on the communications towers (the "**Towers**") located on the real property that is the subject of the Ground Lease and is more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"); (iii) the Towers and all other improvements, buildings, structures, equipment, fixtures and fittings and other Tower Assets (as defined in the Purchase Agreement) located on or used in connection with the Property or the Towers; and (iv) all

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easements and other rights appurtenant to the Property owned by the Seller (including, without limitation, those regarding access and utilities).

(b) TO HAVE AND TO HOLD the same unto Purchaser and its successors and assigns forever, to its and their own use and benefit.

(c) Seller hereby irrevocably constitutes and appoints Purchaser its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Seller or Purchaser, but on behalf and for the benefit of Purchaser, to demand, collect and receive for the account of Purchaser, all of the Tower Assets; to institute or prosecute, in the name of Seller or otherwise, all proceedings that Purchaser may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any claim, right, or title of any kind in or to the Tower Assets; and to defend and compromise any and all actions, suits or proceedings in respect of any of the Tower Assets. Seller agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller for any reason.

2. Without limiting in any way Purchaser's obligation pursuant to the Purchase Agreement, Purchaser hereby assumes and agrees to perform, discharge and satisfy, to the extent arising after the date hereof, all of the obligations of Seller (i) as lessee, pursuant to the terms of the Ground Leases, and (ii) as lessor pursuant to the terms of any and all Tower Leases. Purchaser shall not have any obligation, duty or liability under the Ground Leases or any leases arising or accruing on or before the date hereof.

3. Except as otherwise set forth in the Purchase Agreement, Seller hereby covenants and agrees with Purchaser that it shall duly execute and deliver all such further instruments of sale, transfer, assignment, and conveyance and all such notices, releases, acquittances, certificates of title and other documents as may be necessary more fully to sell, transfer, assign and convey to and vest in Purchaser the Tower Assets hereby sold, transferred, assigned and conveyed or intended so to be.

4. This Bill of Sale shall not be deemed to supersede or in any way modify any of the provisions of the Purchase Agreement.

5. All of the terms and provisions of this Bill of Sale shall be binding upon Seller, its successors and assigns and shall inure to the benefit of Purchaser, its successors and assigns.

6. This Bill of Sale shall be governed by the laws of the State of Florida.

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[*Executions Commence On Next Page*]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: _____
R. Dean Meiszer
Chief Executive Officer

PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: Global Signal Services LLC,
its Manager

By: _____
Ronald Bizick, Executive Vice President

IN WITNESS WHEREOF, Seller and Purchaser have executed this Bill of Sale as of the date first written above.

SELLER:

LATTICE COMMUNICATIONS, LLC,
a Delaware limited liability company

By: _____
R. Dean Meiszer
Chief Executive Officer

PURCHASER:

PINNACLE TOWERS ACQUISITION LLC,
a Delaware limited liability company

By: Global Signal Services LLC,
its Manager

By: _____
Ronald Bizick, Executive Vice President

STATE OF OHIO
COUNTY OF HAMILTON SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Dean Meiszer the Chief Executive Officer of Lattice Communications, LLC ("Lattice") who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Lattice, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of December, 2004.

My commission expires:

_____

Signature _____
Printed:
_____
Notary Public, Resident of
_____ County, _____

NOTARY PUBLIC STATE OF OHIO
MICHAEL GERARD DAILEY
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration Date. Section 147.03 O.R.C.

STATE OF _____
COUNTY OF _____ SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Bizick, as Executive Vice President, Corporate Development and Operations of Global Signal Services LLC ("Global"), which is the Manager of Pinnacle Towers Acquisition, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Global, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2004.

My commission expires:

_____

Signature _____
Printed:
_____
Notary Public, Resident of
_____ County, _____

STATE OF OHIO
COUNTY OF HAMILTON SS:

Before me, a Notary Public in and for said County and State, personally appeared R. Dean Meiszer the Chief Executive Officer of Lattice Communications, LLC ("Lattice") who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Lattice, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 2004.

My commission expires:

_____

Signature_____
Printed:
_____
Notary Public, Resident of
_____ County, _____

STATE OF Florida
COUNTY OF Sarasota SS:

Before me, a Notary Public in and for said County and State, personally appeared Ronald Bizick, as Executive Vice President, Corporate Development and Operations of Global Signal Services LLC ("Global"), which is the Manager of Pinnacle Towers Acquisition, LLC, a Delaware limited liability company, who acknowledged execution of the foregoing Bill Of Sale and Assignment and Assumption Agreement for and on behalf of said Global, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of December, 2004.

My commission expires:

_____

Signature [signature]
Printed:
_____
Notary Public, Resident of
Sarasota County, FL

YVETTE COOLEY
MY COMMISSION EXPIRES
April 15, 2008
#DD291717
Bonded Thru
Troy Fain-Insurance 800-385-7019
NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT "A"

Nora

Part of the Northwest Quarter of the Northeast Quarter of Section 24, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at a PK Nail found at the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 24; thence North 89 degrees 15 minutes 35 seconds West (all bearings in this description are based on Geodetic North) on the North line of said Northeast Quarter, 352.70 feet to the Northwest corner of real estate described in Deed Volume 1736, page 264 in the Office of the Recorder of Marion County; thence South 00 degrees 03 minutes 28 seconds East and parallel with the East line of said Northwest Quarter of the Northeast Quarter, on the West line of said real estate in Deed Volume 1736, page 264, a distance of 299.43 feet to the POINT OF BEGINNING; thence South 89 degrees 32 minutes 01 seconds East 39.14 feet; thence South 00 degrees 27 minutes 59 seconds West 2.00 feet; thence South 89 degrees 32 minutes 01 second East 18.00 feet to the Northwest corner of the existing Washington Township School Administrative Building; thence South 00 degrees 27 minutes 59 seconds West on the West face of said building, 44.18 feet to the Southwest corner thereof; thence North 89 degrees 32 minutes 01 second West 24.00 feet; thence North 00 degrees 27 minutes 59 seconds East 30.00 feet; thence North 89 degrees 32 minutes 01 second West 32.99 feet to the West line of said real estate in Deed Volume 1736, page 264; thence North 00 degrees 03 minutes 28 seconds East on said West line 16.18 feet to the Point of Beginning.

Together with a non-exclusive easement for access and utility as set out in a Memorandum of Lease dated January 19, 1999 and recorded January 19, 1999 as Instrument No. 99-9698 in the Office of the Recorder of Marion County, Indiana.