

AFTER RECORDATION, PLEASE RETURN TO:

ATTN: Christian A. Farmakis  
Babst, Calland, Clements and Zomnir, P.C.  
Two Gateway Center, 8<sup>th</sup> Floor  
Pittsburgh, PA 15222  
(412) 394-5400

★  
RETURN TO:  
STEWART & ASSOCIATES, PLLC  
P.O. BOX 2757  
MADISON, MS 39130  
661-853-2121

**ASSIGNMENT AND ASSUMPTION OF  
SITE LEASE**

for the Tower Site located at:

Tower Site: I-55/Hwy 302  
Street Address: 633 Goodman Road  
County: De Soto County  
State: Mississippi  
City: Southaven

P 3/26/08 9:17:01  
BK 125 PG 114  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

between

**TOWER MANAGEMENT AND CONSTRUCTION, LLC, as "Assignor"**

and

**CROWN CASTLE SOUTH LLC, as "Assignee"**

**ASSIGNMENT AND ASSUMPTION OF  
SITE LEASE**

**THIS ASSIGNMENT AND ASSUMPTION OF SITE LEASE (this "Assignment")** is hereby made and entered into as of the 6<sup>th</sup> day of November, 2007, and effective as of the 6th day of November, 2007 (the "Effective Date") by and between Tower Management and Construction, LLC, a Mississippi limited liability company with a principal place of business at 1563 Rabb Road, Memphis, Tennessee 38119 ("Assignor"), and Crown Castle South LLC, a Delaware limited liability company, with a principal place of business located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

**RECITALS**

A. Assignor and Ben W. Smith and Gail M. Smith (Ben W. Smith and Gail M. Smith, collectively, the "Landlord") entered into that certain Option and Lease Agreement, dated November 15, 2005 (the "Site Lease") for a parcel of real property located in De Soto County, Mississippi (the "Leased Premises").

B. Assignor recorded a Memorandum of Lease Agreement with the De Soto County Recorder of Deeds on November 29, 2005. Such Memorandum of Lease Agreement is recorded in Deed Book 111, Page Number 509.

C. On the Effective Date, Assignor and Assignee entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") whereby, among other matters, Assignor agreed to assign its interest in the Site Lease to Assignee, and Assignee agreed to assume certain of Assignor's rights and obligations under the Site Lease, as more specifically set forth herein and in the Asset Purchase Agreement. This Assignment is being delivered pursuant to the Asset Purchase Agreement.

D. Assignor desires to assign the Site Lease to Assignee, and Assignee desires to assume certain rights and obligations under the Site Lease.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration each to the other in hand paid and the premises and covenants hereinafter set forth, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are expressly incorporated herein by this reference. Any capitalized terms not defined herein shall have those meanings as set forth in the Asset Purchase Agreement.

2. Assignment of Site Lease. Subject to **Section 3** below, Assignor hereby grants, conveys, sells, assigns, transfers and delivers to Assignee all of its rights, title, interest, duties and obligations under the Site Lease (free and clear of all Encumbrances, except Permitted Encumbrances). In addition, Assignor hereby grants, conveys, assigns, transfers and delivers to Assignee: (a) all of Assignor's rights to easements and/or licenses which authorize ingress and

gress to the Leased Premises described in the Site Lease and/or placement of guy wires, anchors and utilities; and, (b) all other rights, privileges and appurtenances including, without limitation, Appurtenant Rights owned by Assignor, reversionary or otherwise, and in any way related to the Site Lease.

3. Assumption of Assumed Liabilities. Assignee hereby accepts the assignment of the Site Lease as herein set forth, and assumes, and otherwise agrees to pay, satisfy and discharge all Liabilities of Assignor under the Site Lease, but only to the extent that such Liabilities are expressly identified as Assumed Liabilities in Section 4.1 of the Asset Purchase Agreement. Notwithstanding the assumption of the Assumed Liabilities with respect to the Site Lease as set forth above, nothing herein shall be deemed or construed to relieve Assignor, or to be an assumption by Assignee, of any Retained Liability or of any Liability arising from any event, condition, occurrence or other matter which is the subject of a Default by Assignor of a representation, warranty or covenant contained in the Asset Purchase Agreement, irrespective of whether such Liability arises or matures after the Closing Date.

4. Execution and Counterparts. To facilitate execution, the parties hereto agree that this Assignment may be executed and telecopied or emailed to the other party and that the executed telecopy or emailed document shall be binding and enforceable as an original; provided, however, that at least one original signature of Assignor is provided to Assignee for recordation purposes. This Assignment may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts.

5. Further Assurances; Recordation. The parties hereby covenant and agree to execute and have executed all such further assignments, instruments of transfer and agreements and to take (or cause to be taken) all such further actions as may reasonably be necessary or appropriate in order to accomplish more fully and effectively the assignment and assumption of the Site Lease contemplated hereby. Assignor and Assignee acknowledge that this Assignment will be recorded, and each party shall cooperate with each other and take all commercially reasonable steps to ensure that it is properly recorded.

[Remainder of page intentionally blank.]



