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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

by

SBA TOWERS, INC., Assignor

to

LASALLE BANK NATIONAL ASSOCIATION, as trustee, Assignee

DATED AS OF November 6, 2006

509280-0307-11340-NY01.2603822.1

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Assignment") dated as of November 6, 2006, by SBA PROPERTIES, INC., a Florida Corporation ("Assignor") in favor of LASALLE BANK NATIONAL ASSOCIATION, as trustee, a National Banking Association ("Assignee").

RECITALS

(A) Assignor and Assignee are parties to that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as the same may be amended, restated, supplemented, substituted, replaced or otherwise modified from time to time, including by the Second Loan and Security Agreement, Supplement and Amendment dated as of November 6, 2006 the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

(B) Assignor is the owner of: (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto (the "Owned Land"), or (ii) the leasehold estate or easement interest in the parcel(s) of real property, if any, described on Schedule B-2 attached hereto (the "Leased Land", the Owned Land and the Leased Land are sometimes referred to herein collectively as the "Land") pursuant to the lease or easement agreement described on Schedule B-1 attached hereto, and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "Improvements"; the Land and the Improvements being collectively referred to as the "Real Estate").

(C) Pursuant to the Loan Agreement, Assignor is required to deliver this Assignment to Assignee in order to assign to Assignee Assignor's interest in the Rents and the Leases with respect to the Real Estate.

ASSIGNMENT

FOR VALUE RECEIVED, Assignor hereby absolutely and unconditionally, subject to the terms hereof, grants, transfers and assigns to Assignee:

A. The Rents and the immediate and continuing right to collect and receive all of the Rents; and

B. All of the other right, title and interest of Assignor in and to the Leases, including, without limitation, the right and power to modify any Lease or to terminate the term or to accept a surrender or termination thereof or to waive or release the other parties from the performance or observance by them of any obligation or condition thereof or to anticipate Rents payable for more than one month prior to accrual; provided, however, that so long as there is no

Event of Default, Assignee may not exercise the rights and powers set forth in the foregoing paragraph A and this paragraph B, and Assignor shall have a revocable license to collect, the Rents and to retain, use and enjoy the same, and to exercise such rights and powers described above, subject to the terms of the Loan Agreement and the other Loan Documents. Upon the occurrence and during the continuance of a Mortgage Loan Event of Default, Assignee may, by giving not less than five days' written notice of such revocation to Assignor, revoke the foregoing license.

1. Defined Terms. Terms used herein which are defined in the Loan Agreement shall have the meanings ascribed to them therein, and the following terms shall have the following meanings:

(i) "Leases" shall mean any and all existing or future leases, licenses, subleases (to the extent of Assignor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Real Estate, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty.

(ii) "Rents" shall mean all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Real Estate or arising from the use or enjoyment of any portion thereof or from any Lease including but not limited to liquidated damages following default under any such Lease, security deposits paid in connection with any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Real Estate, all of Assignor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable debtor relief law.

2. Remedies. (i) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Assignee may have pursuant to the Loan Documents, or as provided by law, and without limitation, Assignee, at its option, exercisable in its sole discretion, may do any of the following:

- (A) terminate the license herein granted to Assignor as provided in Clause B above, and collect the Rents and then and thereafter, to the extent prohibited by law, without taking possession, in Assignee's name, demand, collect, receive, sue for, attach and levy upon the Rents, give receipts, releases and acquittances therefor and, after deducting all proper and reasonable costs and expenses of collection and operation of the Premises, as determined by Assignee, including reasonable attorneys fees and disbursements, apply the net proceeds thereof upon any indebtedness evidenced by the Loan Documents; in the event such license is terminated, Assignor shall pay over to Assignee, or to any receiver appointed to collect the Rents, any lease security deposits;

- (B) to the extent permitted by law, in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, (1) enter upon, take possession of and operate the Premises; (2) make, enforce, modify and accept any surrender of any Lease; (3) obtain and evict operators, concessionaires and licensees; (4) fix or modify rents; and (5) do any acts which Assignee deems proper to protect its rights hereunder,

in each case as fully and to the same extent as Assignee could do if in possession of the Premises, and in such event to apply the Rents so collected to the operation and management of the Premises in such order and such manner as Assignee shall deem proper.

(ii) The acceptance by Assignee of this Assignment shall not, prior to entry upon and taking of possession of the Premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to any Lease or to the Premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by the lessee under any Lease, and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to any persons or property sustained in or about the Premises unless due to its gross negligence or willful misconduct.

(iii) No exercise by Assignee of any right or remedy under this Assignment shall cure or waive any Default or Mortgage Loan Event of Default or waive or modify any notice of any such Default or Mortgage Loan Event of Default or invalidate any act done pursuant to such notice.

3. No Liability. This Assignment shall not impose on Assignee any obligation to perform or discharge any obligation of the lessor under any Lease prior to entering upon and taking possession of the Premises by Assignee.

4. Successors and Assigns. This Assignment shall be binding upon the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

5. Choice of Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Land is located.

6. Rights Separate. This Assignment is, subject to the terms hereof, an absolute and immediate assignment and is not an assignment for security purposes. The rights of Assignee under this Assignment and any mortgage or deed of trust are intended to be and are separate, distinct and cumulative. None of them is or shall be in exclusion of the others.

7. Amendments in Writing. No change, amendment, modification, cancellation or discharge of this Assignment or any part hereof shall be valid unless in writing and signed by the Assignor and the Assignee or their respective successors and assigns.

8. Severability. If one or more of the provisions of this Assignment shall be invalid,

illegal or unenforceable in any respect, such provisions shall be deemed to be severed from this Assignment, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired in any way thereby.

9. Notices. All notices, demands, consents and approvals hereunder shall be in writing and shall be deemed to have been sufficiently given or served when delivered as provided for in the Loan Agreement.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written with actual execution on the date in the acknowledgment below.

SBA PROPERTIES, INC., as Assignor

By: _____

Thomas P. Hunt
Senior Vice President

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6 day of November, 2006, within my jurisdiction, the within named Thomas P. Hunt, duly identified before me, who acknowledged that he is Senior Vice President and General Counsel of SBA PROPERTIES, INC., a Florida corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Michael R. McLaughlin

Notary Public

My Commission Expires:

9/18/10

MICHAEL P. MCLAUGHLIN
NOTARY PUBLIC, State of New York,
No. 01MC6152537
Qualified in New York County
Commission Expires September 18, 2010

Schedule A

Fee Owned

NONE

MS05106-A/Lake Cormorant

Schedule B-1

Description of the Mortgaged Lease(s)

Site Lease Agreement, dated August 5, 1998, by and between Alan D. Tomlinson and Linda Diane Culley (formerly known as Linda Diane Tomlinson), jointly as lessors, and TeleCorp Realty, L.L.C., as lessee.

As evidenced by that certain Memorandum of Lease, dated November 6, 1998, by and between Alan D. Tomlinson and Linda Diane Culley (formerly known as Linda Diane Tomlinson), jointly as lessors, and TeleCorp Realty, L.L.C., as lessee, as recorded by the Chancery Clerk of Desoto County, Mississippi, on November 17, 1998, and recorded Book 79, Page 313.

As further evidenced by that certain First Amendment to Site Lease Agreement, dated June 28, 2000, by and between Alan D. Tomlinson and Linda Diane Culley (formerly known as Linda Diane Tomlinson), jointly as lessors, and TeleCorp Realty, L.L.C., as lessee.

As assigned and further evidenced by an Assignment of Prime Lease, dated March 16, 2001, by TeleCorp Realty, L.L.C, as assignor, to SBA TC Acquisitions, Inc., as assignee, by the Chancery Clerk of Desoto County, Mississippi, on March 29, 2001, and recorded in Book 89, Page 51.

Schedule B-2Leasehold Interest

Lease Parcel

Being a portion of land for lease purposes contained entirely within the Alan Dewayne Tomlinson, et ux property (Lot 1 of the R, S & T Industrial Park Subdivision, Plat Book 35, Page 5, DeSoto County Register's Office) located within Section 25, Township 2 South, Range 10 West, DeSoto County, Mississippi as recorded in Deed Book 211, Page 325 at the DeSoto County Register's Office, City of Hernando, State of Mississippi and being more particularly described by metes and bounds as follows:

Commencing at the most easterly corner of said R, S & T Industrial Park Subdivision as recorded in Plat Book 35, Page 5 at said Register's Office, said point being on the northwest right of way of State Highway 61 (85' from centerline), said point also being 2717.04' west of the northeast corner of said Section 25, Township 2 South, Range 10 West; thence along the southeast line of said R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 48 degrees 16 minutes 22 seconds West a distance of 711.05' to a point; thence departing from and perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 41 degrees 43 minutes 38 seconds West a distance of 71.06' to a point; thence North 86 degrees 43 minutes 38 seconds West a distance of 17.45' to a point; thence along a line being perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 41 degrees 43 minutes 38 seconds West a distance of 30.00' to the TRUE POINT OF BEGINNING; thence along a line being parallel with and 113.39' northwest of said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 48 degrees 16 minutes 22 seconds West a distance of 50.00' to a point; thence along a line being perpendicular with said southeast line of said R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 41 degrees 43 minutes 38 seconds West a distance of 50.00' to a point; thence along a line being parallel with and 163.39' northwest of said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 48 degrees 16 minutes 22 seconds East a distance of 50.00' to a point; thence along a line being perpendicular with said southeast line of said R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 41 degrees 43 minutes 38 seconds East a distance of 50.00' to the TRUE POINT OF BEGINNING.

MS05106-A/Lake Cormorant

Ingress/Egress Easement

Being a 12.00' wide strip of land for Ingress/Egress purposes contained entirely within the Alan Dewayne Tomlinson, et ux property (Lot 1 of the R, S & T Industrial Park Subdivision, Plat Book 35, Page 5, DeSoto County Register's Office) located within Section 25, Township 2 South, Range 10 West, DeSoto County, Mississippi as recorded in Deed Book 211, Page 325 at the DeSoto County Register's Office, City of Hernando, State of Mississippi and being more particularly described by metes and bounds as follows:

Commencing at the most easterly corner of said R, S & T Industrial Park Subdivision as recorded in Plat Book 35, Page 5 at said Register's Office, said point being on the northwest right of way of State Highway 61 (85' from centerline), said point also being 2717.04' west of the northeast corner of said Section 25, Township 2 South, Range 10 West; thence along the southeast line of said R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 48 degrees 16 minutes 22 seconds West a distance of 711.05' to a point, said point being the TRUE POINT OF BEGINNING; thence continuing along said southeast line of said R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 48 degrees 16 minutes 22 seconds West a distance of 12.00' to a point; thence departing from and perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 41 degrees 43 minutes 38 seconds West a distance of 66.09' to a point; thence North 86 degrees 43 minutes 38 seconds West a distance of 17.45' to a point; thence along a line being perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 41 degrees 43 minutes 38 seconds West a distance of 34.97' to a point; thence along a line being parallel with and 113.39' northwest of said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, North 48 degrees 16 minutes 22 seconds East a distance of 12.00' to a point; thence along a line being perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 41 degrees 43 minutes 38 seconds East a distance of 30.00' to a point; thence South 86 degrees 43 minutes 38 seconds East a distance of 17.45' to a point; thence along a line being perpendicular to said southeast line of the R, S & T Industrial Park Subdivision and said northwest right of way line of State Highway 61, South 41 degrees 43 minutes 38 seconds East a distance of 71.06' to the POINT OF BEGINNING.