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DESDO COUNTY, MS  
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Prepared by:  
Sheila Osborne  
Crown Castle  
2000 Corporate Drive  
Canonsburg, PA 15317  
804-267-2173

✓ After recording return to:  
Fidelity National Title  
7130 Glen Forest Drive, #300  
Richmond, VA 23226

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

AT&T SITE ID: 290P00288  
 AT&T SITE NAME: MEM Cedarview  
 Crown BU#: 807668

Prepared by and when recorded, return to:

~~Michelle Salisbury~~ Sheila Osborne

Crown Castle  
 2000 Corporate Drive  
 Canonsburg, PA 15317

11636859 804-267-2173

### ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (the "Assignment") is hereby made and entered into as of the 12<sup>th</sup> day of March, 2009 by and between New Cingular Wireless PCS, LLC a Delaware limited liability company having a mailing address of 12555 Cingular Way, Alpharetta, GA 30004 ("Assignor"), and Crown Castle South LLC, a Delaware limited liability company (Tax ID# 74-2913900) having a mailing address of 2000 Corporate Drive, Canonsburg, PA 15317 ("Assignee").

### RECITALS

A. Assignor and Chester Carter and his wife, Chestine Cook Carter, having a mailing address of 3068 Hwy 305, Olive Branch, MS 38654 ("Landlord") entered into that certain Option and Lease Agreement dated July 29, 2008, (the "Lease Agreement") for a portion of Landlord's real property located at 3068 Hwy 305, Olive Branch, MS 38654. Landlord's property being shown on the Tax Map of the County of Desoto as Parcel #2-06-5-15-013.00 and being further described in a Memorandum of Lease and being further described in a Memorandum of Lease recorded in Book , Pages in the office of the Chancery Clerk of Desoto County, Mississippi (the "Leased Premises"); and,

B. Assignor desires to assign the Lease Agreement to Assignee, and Assignee desires to assume the rights and obligations under the Lease Agreement; and,

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) 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.

2. Assignment of Lease Agreement. Assignor hereby conveys, grants, assigns, transfers and delivers to Assignee the leasehold estate as set forth in the Lease Agreement, and all of Assignor's right, title and interest thereunder. In addition, Assignor hereby conveys, grants, assigns and transfers to Assignee: (a) all rights to easements and/or licenses which authorize ingress and egress to the property described in the Lease Agreement and/or placement of guy wires, anchors and utilities; and, (b) all other rights, privileges and appurtenances owed by Assignor, reversionary or otherwise, and in any way related to the Lease Agreement.
3. Representations and Warranties. Assignor represents or warrants that it has good and marketable leasehold title to the Leased Premises. EXCEPT FOR THE FOREGOING ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS OR SUITABILITY FOR ANY PARTICULAR USE OR PURPOSE ARE HEREBY EXCLUDED AND DISCLAIMED.
4. Assumption of Lease Agreement. Assignee hereby accepts the assignment of the Lease Agreement as herein set forth, expressly assumes the payment and performance of all of Assignor's obligations under the Lease Agreement (other than obligations arising out of the acts or conduct of Assignor prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement) arising from and after the date of this Assignment to the same extent as if the Assignee were named as the lessee under the Lease Agreement.
5. Further Execution. Assignor, from time to time after the date hereof, at the Assignee's request, will execute, acknowledge and deliver to Assignee such other instruments of conveyance, assignment and transfer and will take such other actions and execute and deliver such other documents, including but not limited to a memorandum of this assignment, assignments of applicable Governmental Approvals (as defined in the Build to Suit Service Agreement dated October 30, 2006 among, *inter alia*, Assignor and Assignee), certifications and further assurances as Assignee may reasonably require in order to vest more effectively in Assignee, or to put Assignee more fully in possession of the Leased Premises.
6. Indemnity by Assignee. Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all liability, claims, damages, expenses (including cost of litigation and reasonable attorneys' fees), judgments, proceedings and causes of action of any kind ("Claims") whatsoever arising out of, or in any way connected with, Assignee's failure to perform and discharge any of the terms, covenants, conditions and agreements required to be performed by Assignee as the lessee under the Lease Agreement from, and after, the date of this Agreement, except for Claims arising out of Assignor's failure to perform and discharge any of the terms, covenants, conditions and agreements as the lessee under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the

terms of the Lease Agreement. In no event shall Assignee be liable to Assignor for consequential, indirect, speculative or punitive damages.

7. Indemnity by Assignor. At its sole cost and expense, Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all Claims whatsoever arising out of, or in any way connected with, Assignor's performance or discharge, or failure of such performance or discharge, of any of the terms, covenants, conditions and agreements required to be performed by Assignor as the lessee under the Lease Agreement prior to the date hereof, or other acts or conduct prior to the date hereof for which the lessee or tenant is responsible under the terms of the Lease Agreement. In no event shall Assignor be liable to Assignee for consequential, indirect, speculative or punitive damages.

8. Survival of Terms. The representations, warranties and indemnities set forth herein shall survive the execution and delivery of this Assignment and shall continue in full force and effect during the term of the Lease Agreement.

9. Binding Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment.

[Signature pages to follow]



