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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**ASSIGNMENT OF LEASE**

THIS ASSIGNMENT OF LEASE ("Agreement") made and entered into this 19<sup>th</sup> day of November, 2009, by and among Mark J. Matz and Sara K. Matz (collectively, "Assignor") and TV6-W, LLC, ("Assignee").

**WITNESSETH:**

WHEREAS, by Mark J. Matz and Sara K. Matz entered into a Land Lease Agreement on or about April 2, 2007, ("Lease") with Tower Ventures V, LLC ("Lessee"), to lease certain premises located at 8998 Forest Hill Irene Road, Olive Branch, DeSoto County, Mississippi and as more specifically described in the Lease, a memorandum of which is recorded with the DeSoto County Chancery Clerk's Office in Book 121 Page 570 as assigned to Forest Hill Tower LLC in Book 121 Page 643 (the "Premises"), to which Lease reference is hereby made for all its terms and provisions; and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights and delegate all of Assignor's duties under the Lease subject to the conditions and upon the terms and provisions hereinafter set forth; and

WHEREAS, in consideration of the payment by Assignee to Assignor of Ten Dollars (\$10.00) and the premises, promises and covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. Assignor hereby grants, conveys, sets-over and assigns to Assignee all of Assignor's right, title and interest in and to the Lease, to have and to hold same unto Assignee from the date hereof, for and during the remainder of the term of the Lease and any Renewal Terms thereafter.
2. Assignee hereby assumes all of the obligations of Assignor under the Lease for the balance of the term thereof, and covenants with Assignor to keep and perform all conditions and covenants of the Lease in the same manner as if Assignee were the original landlord thereunder from and after the effective date of this Agreement; provided, however, any obligations to pay taxes shall remain with Assignor.
3. Assignor hereby certifies, represents, and warrants to Assignee, as of the date hereof, that:
  - (a) The Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way other than as described herein; and the Lease represents the entire agreement between the parties as to the leasing of the Premises; and

*Burch, Porter and*

Prepared by *Burch, Porter & Johnson, PLLC*  
Burch, Porter & Johnson, PLLC  
130 North Court Avenue  
Memphis Tennessee 38103

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(b) There are no defaults by Assignor under the Lease; and Assignor has complied with all its obligations under the Lease and is fully entitled to enforce the obligations of Assignor under the Lease; and

(c) There are no defaults, including but not limited to payment of rent, by Tenant under the Lease; and Tenant has complied with all its obligations under the Lease.

4. If a condemning authority takes, or acquires by deed in lieu of condemnation, all of the Premises, or a portion sufficient to render the Premises, in the opinion of Assignee, unsuitable for the use which Assignee was then making of the Premises, Assignee may terminate this Agreement effective as of the date the title vests in the condemning authority. Assignor and Assignee shall share in the condemnation proceeds in proportion to the values of their respective interests in the Premises.

5. Assignor warrants it has the full right, power and authority to execute this Agreement and that, it has good and unencumbered title to the Premises free and clear of any liens, encumbrances, exceptions or mortgages. Assignor shall warrant and defend same to Lessee against the claims and demands of all persons and entities.

6. Assignee is hereby authorized to collect any and all tax amounts due on the property from the Lessee under the Lease but not yet paid to Assignor. In addition, Assignee is authorized to collect from Lessee any and all amounts due from Lessee under the Lease as reimbursements for taxes paid by Assignor.

7. Any notice given by any party to any other party hereto shall be by registered or certified mail with return receipt requested, addressed to such other party at the address given below or such other address as any party may from time to time designate in writing to the other parties. The notice addresses set forth below shall supersede any notice address set forth in the Lease. Any such notice shall be deemed to have been given at the time it is placed in the mails with sufficient postage prepaid.

Assignor: Mark J. Matz and Sara K. Matz  
8998 Forest Hill Irene Road  
Olive Branch, Mississippi 38654

Assignee: William Orgel  
TV6-W, LLC  
4091 Viscount Avenue  
Memphis, Tennessee 38118

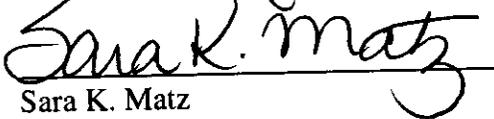
8. The provisions on this Agreement may not be modified or amended except by a written instrument signed by all the parties hereto.

9. Except as otherwise provided herein, this Agreement shall be binding upon the parties hereon and their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR:

  
\_\_\_\_\_  
Mark J. Matz

  
\_\_\_\_\_  
Sara K. Matz

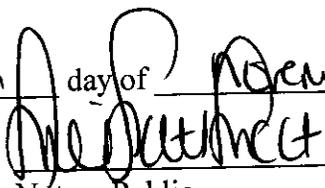
ASSIGNEE:

TV6-W, LLC

By:   
\_\_\_\_\_  
William Orgel, President

**State of Tennessee  
County of Shelby**

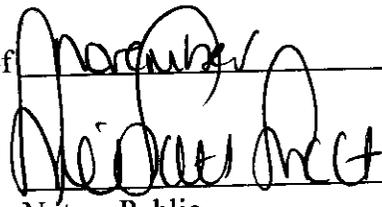
On this 19th day of November, 2009, before me a Notary Public in and for the State and County aforesaid, personally appeared Mark J. Matz and Sara K. Matz, known (or proved to me on the basis of satisfactory evidence) to be the person, who executed the within and foregoing instrument, and acknowledged the said instrument to the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Witness my hand, at office, this 19th day of November, 2009.  
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1-26-2010  


**State of Tennessee  
County of Shelby**

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared William E. Orgel, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Chief Manager of Forest Hill Tower LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 19th day of November, 2009.  
  
\_\_\_\_\_  
Notary Public

My Commission Expires: 1-26-2010  
