

This Instrument Prepared By:  
Matthew W. Barnes, Esq.  
Burr & Forman LLP  
420 North 20th Street

Wachovia Tower, Suite 3400  
Birmingham, AL 35203

After Recording Return To:  
Stewart Title Guaranty Company  
National Title Services  
1980 Post Oak Blvd., Ste. 610  
Houston, TX 77056  
*Leota Pilgrim*

Indexing Instructions:

Part of Section 13, T1S, R8W; being a part of  
Lot 1E, Revision of Lot 1, Southview Commercial  
Park, Plat Book 9, Page 50

Cross Reference to:

Book 68, Page 539  
Book 91, Page 782  
Book 135, Page 574

Parcel Id:

1086130200000500

*22*

STATE OF MISSISSIPPI )

COUNTY OF DESOTO )

Re-recording to correct Indexing Instructions to match legal

**ASSIGNMENT OF LEASE**

This Assignment of Lease (this "Agreement") is made effective as of September 29, 2010, by between **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership (having a mailing address of 8115 Cedar Hill Lane, Olive Branch, MS 38654; Tel. No. 662-895-4434) ("Assignor") and **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, with its national headquarters located at 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 and a telephone number of (724) 416-2339 ("Assignee").

WHEREAS, Assignor is the landlord under that certain Lease Agreement dated October 31, 1994 originally by and between Assignor and Memphis Cellular Telephone Company, a Tennessee general partnership ("Memphis Cellular"), as tenant, of which a memorandum was filed for record on April 28, 1995 in Book 68, Page 539 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Original Lease");

WHEREAS, pursuant to that Assignment and Assumption Agreement dated April 1, 2000 and recorded in Book 91, Page 782 in the Office of the Chancery Clerk of DeSoto County, Mississippi, Memphis Cellular assigned all its right, title and interest in, to and under the Tenant Lease to Crown Castle GT Company LLC, a Delaware limited liability company ("Crown"), which assumed all of Memphis Cellular's rights, duties and obligations with respect thereto;

WHEREAS, Crown and Assignor entered into that certain First Amendment to Lease Agreement dated July 29, 2009 a memorandum of which amendment was recorded in Book 135, Page 574 in

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*7*

10/05/10 11:23:22  
DK P BK 140 PG 297  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

DK P BK 143 PG 547

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Matthew W. Barnes, Esq.  
Burr & Forman LLP  
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Wachovia Tower, Suite 3400  
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SW¼ of Sec. 13, T1S-R8W

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STATE OF MISSISSIPPI )

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### ASSIGNMENT OF LEASE

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WHEREAS, Assignor is the landlord under that certain Lease Agreement dated October 31, 1994 originally by and between Assignor and Memphis Cellular Telephone Company, a Tennessee general partnership ("Memphis Cellular"), as tenant, of which a memorandum was filed for record on April 28, 1995 in Book 68, Page 539 in the Office of the Chancery Clerk of DeSoto County, Mississippi (the "Original Lease");

WHEREAS, pursuant to that Assignment and Assumption Agreement dated April 1, 2000 and recorded in Book 91, Page 782 in the Office of the Chancery Clerk of DeSoto County, Mississippi, Memphis Cellular assigned all its right, title and interest in, to and under the Tenant Lease to Crown Castle GT Company LLC, a Delaware limited liability company ("Crown"), which assumed all of Memphis Cellular's rights, duties and obligations with respect thereto;

WHEREAS, Crown and Assignor entered into that certain First Amendment to Lease Agreement dated July 29, 2009 a memorandum of which amendment was recorded in Book 135, Page 574 in

the Office of the Chancery Clerk of DeSoto County, Mississippi (together with the Original Lease, the "Tenant Lease"); and

WHEREAS, the Assignor has agreed to transfer and assign the Tenant Lease to the Assignee.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants hereinafter to be kept faithfully by the parties hereto, the parties hereto agree as follows:

1. **Assignment.** The Assignor does hereby transfer, sell, convey and assign the Tenant Lease unto the Assignee including all security deposits, damage deposits, and other tenant deposits ("Security Deposits"), if any, and the right to collect rentals thereunder becoming due on or after the date of this Assignment of Lease. Assignee agrees to account to Assignor for the collection of any rents delinquent on the date of this Assignment of Lease, but Assignee shall not be required to take affirmative action to collect such delinquent rates, if any. All rents collected shall be applied first to current rent, and any excess shall be applied to delinquent rent, if any. Assignor specifically reserves the right to collect any rental delinquent as of the date hereof and in connection therewith, may enter the premises during business hours for the purpose of direct communication with such tenants whose rent is delinquent.
2. **Assumption.** The Assignee hereby assumes all of the obligations of the Assignor as landlord under the Tenant Lease accruing subsequent to the date hereof, including, specifically, the obligation to account to all tenants for Security Deposits, if any, paid by such tenant to the Assignor, and the Assignee does hereby indemnify and hold the Assignor harmless from and against any and all such liabilities, claims or causes of action arising after the date hereof in connection with the Tenant Lease.
3. **Miscellaneous.**
  - (a) **Amendments.** No amendment, modification or cancellation of this Agreement shall be valid unless in writing and signed by all the parties hereto.
  - (b) **Headings.** The Paragraph and Subparagraph headings hereof are inserted for convenience and reference only and shall not alter, define, or be used in construing the text of such Paragraphs or Subparagraphs.
  - (c) **Meaning of Particular Terms.** Whenever used, the singular number shall include the plural and the plural the singular, and pronouns of one gender shall include all genders; and the words "Assignor" and "Assignee" shall include their respective heirs, personal representatives, successors and assigns.
  - (d) **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Mississippi.
  - (e) **Invalidity of Particular Provisions.** If any term or provision of this Agreement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law, and in lieu of such illegal or unenforceable provisions there shall be added automatically as part of this

Agreement a provision as similar in terms to such invalid, illegal or unenforceable provision as may be possible and be valid, legal and enforceable.

(f) No Delay or Waiver. No delay on the part of the Assignee in exercising any right hereunder or any failure to exercise the same shall operate as a waiver of such right; nor in any event shall any modification or waiver of the provisions hereof be effective unless in writing; nor shall any such waiver be applicable except in the specific instance for which given.

(g) Execution in Counterparts. This Agreement may be executed, acknowledged and delivered in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(h) Entire Agreement. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Lease as of the date first written above.

**ASSIGNOR:**

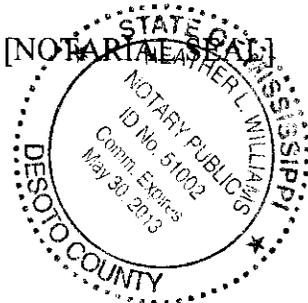
**SOUTHVIEW PARTNERSHIP,**  
a Mississippi general partnership

By: Charles T Rowland  
Name: CHARLES T ROWLAND  
Its: PARTNER

STATE OF MS )  
DeSoto COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 29 day of September, 2009, within my jurisdiction, the within named Charles T. Rowland, who acknowledged that he/she is partner of **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership, and that for and on behalf of the said partnership, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Heather L. Williams  
Notary Public  
My Commission Expires: May 30, 2013



**ASSIGNOR:**

DK P BK 143 PG 551

**SOUTHVIEW PARTNERSHIP,**  
a Mississippi general partnership

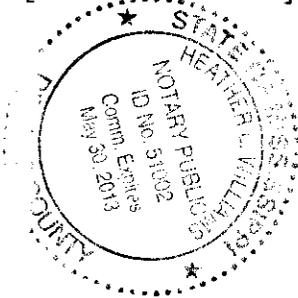
By: David G. Murphy  
Name: DAVID G. MURPHY  
Its: Partner

STATE OF MS )  
DeSoto COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 28 day of September, 2009, within my jurisdiction, the within named David G. Murphy, who acknowledged that he/she is partner of **SOUTHVIEW PARTNERSHIP**, a Mississippi general partnership, and that for and on behalf of the said partnership, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said partnership so to do.

Heather L. Williams  
Notary Public  
My Commission Expires: May 30, 2013

[NOTARIAL SEAL]



**ASSIGNEE:**

**GLOBAL SIGNAL ACQUISITIONS IV LLC,**  
a Delaware limited liability company

By: *Tracy Van Swol*  
Name: Tracy Van Swol  
Title: Real Estate Transaction Manager

STATE OF TEXAS )  
HARRIS COUNTY )

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of SEPTEMBER, 2008, within my jurisdiction, the within named TRACY VAN SWOL, who acknowledged that he/she is RET MANAGER of **GLOBAL SIGNAL ACQUISITIONS IV LLC**, a Delaware limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Given under my hand and seal on the day and year last written above.

*Theresa Little*  
Notary Public  
My Commission Expires: 4-4-12

[NOTARIAL SEAL]

