

**PREPARED OUT-OF-STATE BY:**

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Attorneys at Law  
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Houston, Texas 77057

When Recorded Return to:

Attn: Jamie Trevino  
Stewart Title Guaranty Company - NTS  
1980 Post Oak Blvd., Suite 610  
Houston, TX 77056  
11330738 Record 2nd

Tax Parcel No.: 107735000000600

Cross Reference: Book 84, Page 649,  
Book 91, Page 188,  
Book 142, Page 96  
Official Public Records of  
Desoto County, Mississippi

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT**

between

**DESOTO COUNTY ACADEMY INCORPORATED,**  
a Mississippi non-profit corporation,  
**ASSIGNOR**

and

**CROWN CASTLE SOUTH LLC,**  
a Delaware limited liability company,  
**ASSIGNEE**

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BU#: 813702  
Site Name: MEM GDM (GOODMAN) MEM154

**ASSIGNMENT AND ASSUMPTION OF  
LEASE AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (this "Assignment Agreement") dated as of JUNE 21, 2011 (the "Effective Date"), by and between **DESOTO COUNTY ACADEMY INCORPORATED**, a Mississippi non-profit corporation (collectively, "Assignor"), having a mailing address of 100 Academy Drive, Olive Branch, Mississippi 38654 and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, having a mailing address is 2000 Corporate Drive, Canonsburg, Pennsylvania 15317 ("Assignee").

**RECITALS**

A. Noah's Haven, Inc. ("Original Lessor"), as original lessor, and Bellsouth Mobility, Inc. ("Original Lessee"), as original lessee, entered into that certain Option and Lease Agreement dated October 15, 1998, ("Original Lease") for the lease of certain property located in Desoto County, Mississippi, as such leased property is more particularly described and depicted in Exhibit A attached hereto (the "Property"), a memorandum of which is recorded in the public records of Desoto County, Mississippi ("Public Records") in Book 84, Page 649.

B. On August 1, 1999, Assignee subleased a portion of the Property from Original Lessor pursuant to that certain Site Designation Supplement and Memorandum of Sublease ("Site Designation").

C. On May 31, 1999, Original Lessor and Bellsouth Mobility LLC ("Bellsouth"), successor by corporate election to Original Lessee, entered into that certain First Amendment to Option and Lease Agreement and Memorandum of Lease ("First Amendment"), a copy of which is recorded in the Public Records in Book 91, Page 188.

D. On July 19, 2010, Assignor, as successor in interest to Original Lessor and New Cingular Wireless PCS, LLC ("Lessee"), successor in interest to Bellsouth, entered into that certain Second Amendment to Option and Lease Agreement ("Second Amendment"), a memorandum of which is recorded in the Public Records in Book 142, Page 96. The Original Lease together with the Site Designation, the First Amendment and the Second Amendment are hereinafter collectively referred to as the "Lease".

E. By that certain Assignment dated May 12, 2011, Lessee assigned its right to purchase a perpetual easement for the use of the Property and assume Assignor's obligations under the Lease to Assignee.

F. By that certain Grant of Easement and Assignment of Lease of even date herewith, Assignor has granted, bargained, sold, assigned, transferred and conveyed an exclusive, perpetual easement for the use of the Property to Assignee.

G. Assignor and Assignee desire to enter into this Assignment Agreement to evidence Assignor's assignment of all of its right, title and interest in, to and under the Lease to Assignee, and Assignee's assumption of the same from Assignor.

**NOW THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the premises and mutual covenants hereinafter set forth, Assignor and Assignee hereby agree as follows:

1. Incorporation of Recitals. The foregoing recitals, including any exhibits referenced therein, are true and correct and are hereby made a part hereof for all purposes.

2. Assignment of Lease. Assignor hereby conveys, grants, assigns and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease. In addition, Assignor hereby conveys, grants, assigns and transfers to Assignee any and all of Assignor's right, title and interest in, to and under: (a) any and all easements, servitudes and/or licenses which authorize ingress and egress to the Property described in the Lease, and (b) any and all other rights, privileges and appurtenances that Assignor has or may have which are in any way related to the Lease.

3. Assumption of Lease. Assignee hereby accepts the assignment of the Lease as herein set forth and expressly assumes the performance of all of Assignor's obligations under the Lease arising from and after the date of this Assignment Agreement to the same extent as if the Assignee were named as the lessor under the Lease.

4. Indemnification by Assignor. Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all liabilities, claims, demands, obligations, assessments, losses, costs, damages and expenses of any nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs) (collectively, the "Indemnity Claims") which Assignee may incur, sustain or suffer, or which may be asserted or assessed against Assignee on or after the date hereof, arising out of, pertaining to or in any way connected with Assignor's obligations, duties and liabilities under the Lease arising prior to the date hereof.

5. Indemnification by Assignee. Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all Indemnity Claims which Assignor may incur, sustain or suffer, or which may be asserted or assessed against Assignor on or after the date hereof, arising out of, pertaining to or in any way connected with the obligations, duties and liabilities assumed by Assignee under the Lease arising from and after the date hereof.

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

7. Counterparts. This Assignment Agreement 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. All of such counterparts, when taken together, shall be deemed to constitute one and the same instrument.

8. Amendments. No amendment, modification or cancellation of this Assignment Agreement shall be valid unless in writing and signed by all the parties hereto.

9. 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.

10. Governing Law. This Assignment Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Mississippi.

**[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;  
EXECUTION SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the Effective Date.

ASSIGNOR:

DESOTO COUNTY ACADEMY INCORPORATED, a Mississippi non-profit corporation

By: [Signature]  
Name: Joe Sutton  
Title: Board member

STATE OF Miss §  
COUNTY OF Desoto §

On this 21 day of June, 2011, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared Joe Sutton, as ~~member~~ <sup>Board member</sup> Arthur Fuenis of **DESOTO COUNTY ACADEMY INCORPORATED**, a Mississippi non-profit corporation, for and on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

[Signature]  
Notary Public

Camela M. Matheson  
Printed Name of Notary Public

[Seal]

My Commission Expires:



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the Effective Date.

ASSIGNOR:

DESOTO COUNTY ACADEMY INCORPORATED, a Mississippi non-profit corporation

By: Arthur Furniss  
Name: Arthur Furniss  
Title: Board member

STATE OF Miss §  
COUNTY OF Desoto §

On this 21 day of June, 2011, before me, the undersigned authority in and for the above-stated jurisdiction, personally appeared ~~Joe Sutton~~ Arthur Furniss <sup>as</sup> ~~Arthur Furniss~~ <sup>Board member</sup> of DESOTO COUNTY ACADEMY INCORPORATED, a Mississippi non-profit corporation, for and on behalf of said entity, who is personally known to me or has furnished satisfactory evidence that he/she is the person who appeared before me, who, after being by me duly sworn, declared that he/she executed the above and foregoing instrument for the purposes, intents and consideration therein contained, as his/her free act and deed and on behalf of said entity.

In Witness Whereof, I have hereunto signed this acknowledgment with said appearer and said witnesses, on the date set forth above, after reading of the whole.

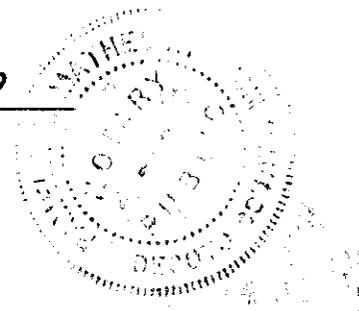
[Signature]  
Notary Public

Camela M. Matheson  
Printed Name of Notary Public

My Commission Expires



[Seal]





**EXHIBIT A****Legal Description of Property****CROWN CASTLE'S OVERALL TOWER PARCEL AREA DESCRIPTION:**

(Created by this Office)

Beginning at a capped iron pin set at the northwest of Crown Castle's overall tower parcel area, said iron pin being South 32 degrees 25 minutes 54 seconds East, 524.63 feet from the "Point of Commencement", an iron pin found at the southwest corner of the property conveyed to Longview Heights Baptist Church, of record in Deed Book 281, Page 405, of the Circuit Court Clerk's Office of DeSoto County, Mississippi;

Thence, North 89 degrees 53 minutes 39 seconds East, 44.00 feet to a capped iron pin set at the northeast corner of Crown Castle's existing tower parcel area;

Thence, South 00 degrees 06 minutes 21 seconds East, 90.91 feet to a capped iron pin set at the southeast corner of Crown Castle's overall tower parcel area;

Thence, South 89 degrees 53 minutes 39 seconds West, 44.00 feet to a capped iron pin set at the southwest corner of Crown Castle's overall tower parcel area;

Thence, North 00 degrees 06 minutes 21 seconds West, 90.91 feet to the point of beginning containing 4,000 square feet (0.092 acres).

Being a portion of the property conveyed to DeSoto County Academy Incorporated, of record in Deed Book 628, Page 250, of the Circuit Court Clerk's Office of DeSoto County, Mississippi.

**which is comprised of CROWN CASTLE'S EXISTING TOWER EASEMENT AREA and CROWN CASTLE'S EXPANSION TOWER EASEMENT AREA**, descriptions of which follow.

**EXHIBIT A (cont.)****CROWN CASTLE'S EXISTING TOWER EASEMENT AREA DESCRIPTION:**

(Created by this Office)

Beginning at a capped iron pin set at the northwest of Crown Castle's existing tower easement area, said iron pin being South 32 degrees 25 minutes 54 seconds East, 524.63 feet from the "Point of Commencement", an iron pin found at the southwest corner of the property conveyed to Longview Heights Baptist Church, of record in Deed Book 281, Page 405, of the Circuit Court Clerk's Office of DeSoto County, Mississippi;

Thence, North 89 degrees 53 minutes 39 seconds East, 30.00 feet to a capped iron pin set at the northeast corner of Crown Castle's existing tower easement area;

Thence, South 00 degrees 06 minutes 21 seconds East, 60.00 feet to the southeast corner of Crown Castle's existing tower easement area;

Thence, South 89 degrees 53 minutes 39 seconds West, 30.00 feet to the southwest corner of Crown Castle's existing tower easement area;

Thence, North 00 degrees 06 minutes 21 seconds West, 60.00 feet to the point of beginning containing 1,800 square feet (0.041 acres).

Being a portion of the property conveyed to DeSoto County Academy Incorporated, of record in Deed Book 628, Page 250, of the Circuit Court Clerk's Office of DeSoto County, Mississippi.

**EXHIBIT A (cont.)****CROWN CASTLE'S EXPANSION TOWER EASEMENT AREA DESCRIPTION:**

(Created by this Office)

Beginning at the northeast of Crown Castle's expansion tower easement area being South 35 degrees 06 minutes 58 seconds East, 541.26 feet from the "Point of Commencement", an iron pin found at the southwest corner of the property conveyed to Longview Heights Baptist Church, of record in Deed Book 281, Page 405, of the Circuit Court Clerk's Office of DeSoto County, Mississippi;

Thence, North 89 degrees 53 minutes 39 seconds East, 14.00 feet to the northeast corner of Crown Castle's expansion tower easement area;

Thence, South 00 degrees 06 minutes 21 seconds East, 90.91 feet to a capped iron pin set at the southeast corner of Crown Castle's expansion tower easement area;

Thence, South 89 degrees 53 minutes 39 seconds West, 44.00 feet to a capped iron pin set at the southwest corner of Crown Castle's expansion tower easement area;

Thence, North 00 degrees 06 minutes 21 seconds West, 30.91 feet to the southwest corner of Crown Castle's existing tower easement area;

Thence, with Crown Castle's existing tower easement area, North 89 degrees 53 minutes 39 seconds East, 30.00 feet to the southeast corner of Crown Castle's existing tower easement area;

Thence, North 00 degrees 06 minutes 21 seconds West, 60.00 feet to the point of beginning containing 2,200 square feet (0.051 acres).

Being a portion of the property conveyed to DeSoto County Academy Incorporated, of record in Deed Book 628, Page 250, of the Circuit Court Clerk's Office of DeSoto County, Mississippi.

**EXHIBIT A (cont.)****CROWN CASTLE'S 10' WIDE UTILITY EASEMENT AREA DESCRIPTION:**

(Created by this Office)

Being a ten foot wide utility easement extending from the west margin of Crown Castle's joint access and utility easement to Crown Castle's overall tower parcel area, at all times being five feet wide each side of and parallel with the following described centerline:

Beginning at a point in the west margin of Crown Castle's joint access and utility easement being South 76 degrees 08 minutes 21 seconds East, 314.60 feet from the "Point of Commencement", an iron pin found at the southwest corner of the property conveyed to Longview Heights Baptist Church, of record in Deed Book 281, Page 405, of the Circuit Court Clerk's Office of DeSoto County, Mississippi;

Thence, South 30 degrees 22 minutes 27 seconds West, 23.74 feet to an existing power pole;

Thence, South 2 degrees 49 minutes 03 seconds West, 347.38 feet to an existing power pole;

Thence, South 00 degrees 06 minutes 21 seconds East, 90.91 feet to the point of termination, containing 4,620 square feet (0.106 acres).

Being a portion of the property conveyed to DeSoto County Academy Incorporated, of record in Deed Book 628, Page 250, of the Circuit Court Clerk's Office of DeSoto County, Mississippi.

**EXHIBIT A (cont.)****CROWN CASTLE'S JOINT ACCESS & UTILITY EASEMENT AREA DESCRIPTION:**  
(Created by this Office)

Beginning at a survey nail set in the south margin of Goodman Road, said survey nail being North 24 degrees 23 minutes 12 seconds East, 758.90 feet from the "Point of Commencement", an iron pin found at the southwest corner of the property conveyed to Longview Heights Baptist Church, of record in Deed Book 281, Page 405, of the Circuit Court Clerk's Office of DeSoto County, Mississippi;

Thence, with the south margin of Goodman Road, North 89 degrees 53 minutes 39 seconds East, 20.00 feet to a survey nail set;

Thence, leaving the south margin of Goodman Road, South 00 degrees 06 minutes 21 seconds East, 580.04 feet to a point;

Thence, South 8 degrees 33 minutes 10 seconds West, 61.95 feet to a point;

Thence, South 00 degrees 06 minutes 21 seconds East, 492.64 feet to a point;

Thence, South 89 degrees 53 minutes 39 seconds West, passing a capped iron pin set at the northeast corner of Crown Castle's overall tower parcel area at 0.76 feet, a total distance of 44.76 feet to a capped iron pin set at the northwest corner of Crown Castle's overall tower parcel area;

Thence, leaving Crown Castle's overall tower parcel area, North 00 degrees 06 minutes 21 seconds West, 20.00 feet to a point;

Thence, North 89 degrees 53 minutes 39 seconds East, 24.76 feet to a point;

Thence, North 00 degrees 06 minutes 21 seconds West, 474.16 feet to a point;

Thence, North 8 degrees 33 minutes 10 seconds East, 61.95 feet to a point;

Thence, North 00 degrees 06 minutes 21 seconds West, 578.53 feet to the point of termination, containing 23,188 square feet (0.532 acres).

Being a portion of the property conveyed to DeSoto County Academy Incorporated, of record in Deed Book 628, Page 250, of the Circuit Court Clerk's Office of DeSoto County, Mississippi.

