

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 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 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 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.

[Remainder of Page Intentionally Blank]

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

ASSIGNOR:
[Signature]
BEN W. SMITH
[Signature]
GAIL M. SMITH

STATE OF MISSISSIPPI)
)
DeSoto COUNTY)

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 30th day of August, 2011, within my jurisdiction, the within named **BEN W. SMITH**, who acknowledged that he executed the above and foregoing instrument as his voluntary act and deed.

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

[Signature]
Notary Public
My Commission Expires: _____
(Notary Seal)

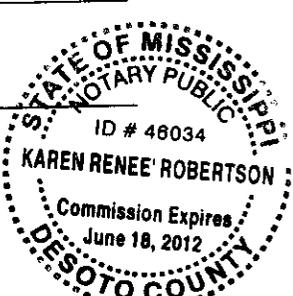


STATE OF MISSISSIPPI)
)
DeSoto COUNTY)

Personally appeared before me, the undersigned authority, in and for the said county and state, on this 30th day of August, 2011, within my jurisdiction, the within named **GAIL M. SMITH**, who acknowledged that she executed the above and foregoing instrument as her voluntary act and deed.

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

[Signature]
Notary Public
My Commission Expires: _____
(Notary 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 29 day of August, 2011, 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.

Sarah E. Scopel
Notary Public

My Commission Expires: 8.8.15

(Notary Seal)

