


Prepared by: Jon Lober  
Name: Communications Capital Group I, LLC  
Address: 9755 Dogwood Road, Suite 105  
Roswell, Georgia 30075

  
20080811000322650 1/5 \$23.00  
Shelby Cnty Judge of Probate, AL  
08/11/2008 01:39:21PM FILED/CERT

Record and Return To:  
Name: Sara E. Marsh  
Address: BAC/LaSalle Bank, NA  
135 S. LaSalle Street, IL4-135-16-40  
Chicago, Illinois 60603

## ASSIGNMENT AND ASSUMPTION OF LEASE AND/OR RENTS

In consideration of One (\$1.00) Dollar and other good and valuable consideration paid by the undersigned party hereto executing this instrument as assignee COMMUNICATIONS CAPITAL GROUP I, LLC, a Delaware limited liability company (hereinafter referred to as "**Assignee**"), to the undersigned party hereto executing this instrument as assignor CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC., an Alabama non-profit corporation (hereinafter referred to as "**Assignor**"), the receipt and sufficiency thereof being hereby acknowledged, Assignor, subject to that certain Easement Purchase and Assignment of Lease Agreement, the Short Form of Telecommunications Easement for which is recorded contemporaneous to recording of this instrument, does hereby transfer, set over and assign to the Assignee all of Assignor's right, title and interest in and to the lease and/or tenancy upon certain Property owned by Assignor (Legal Description attached as **Exhibit A**) referenced at the bottom of this page and **Exhibit B** hereto, in which the Assignor has any right, title and interest currently existing and relating to:

PCS Site Agreement executed June 23, 1997, by and between Christian Life Church of the Assemblies of God, Inc., as Owner, and Sprint Spectrum L.P., a Delaware Limited Partnership.

Assignor represents that Assignor has no knowledge of any default now outstanding by Assignor in his capacity as the landlord/lessor under the Tenancy.

The lease/tenancy assigned and assumed is for the period of twenty (20) years and the assignment terminates on Aug. 4, 2028.

Assignee hereby assumes and agrees to faithfully perform and discharge any and all obligations of the landlord/lessor in and to the hereby assigned Tenancy subsequent to the date hereof, subject to that certain Easement Purchase and Assignment of Lease Agreement.

Subject to that certain Easement Purchase and Assignment of Lease Agreement, Assignee agrees to hold Assignor harmless and indemnified from any and all loss, cost, damage and expenses, excluding reasonable attorney's fees, which Assignor may incur on account of Assignee's failure to perform and discharge any and all obligations of lessor and landlord in and to the herein assigned lease and/or tenancy subsequent to the date hereof. Assignor agrees to hold Assignee harmless and indemnified from any and all loss, cost, damage and expenses, which Assignee may incur for claims related to activity prior to the date hereof.

The above shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, legal representatives, successors and assigns.

*[Signatures Appear on the Following Pages]*

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be signed and sealed in their behalf this 31<sup>st</sup> day of July, 2008, TO BE EFFECTIVE this 5<sup>th</sup> day of ~~July~~ Aug., 2008.

ASSIGNOR: CHRISTIAN LIFE CHURCH OF THE ASSEMBLIES OF GOD, INC.

BY:

NAME:

DANNY DUVAL

TITLE:

PASTOR

ADDRESS:

2490 Valleydale Road

Birmingham, Alabama ~~34244~~ 35244

PHONE:

205-982-0222

FAX:

205-985-9878

STATE OF ALABAMA

COUNTY OF

Shelby

I, the undersigned, a notary public in and for said County, in said State, hereby certifies that Danny Duval, on behalf of Christian Life Church of the Assemblies of God, Inc., an Alabama non-profit corporation, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 31 day of July, 2008.

Shearned A. McMillian

Notary Public

My commission expires: 09-12-09

[NOTARIAL SEAL]



IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above,

ASSIGNEE: COMMUNICATIONS CAPITAL GROUP I, LLC

BY:   
NAME: MICHAEL DEMITA  
TITLE: CHIEF EXECUTIVE OFFICER

ADDRESS: 9755 Dogwood Road, Suite 105  
Roswell, GA 30075

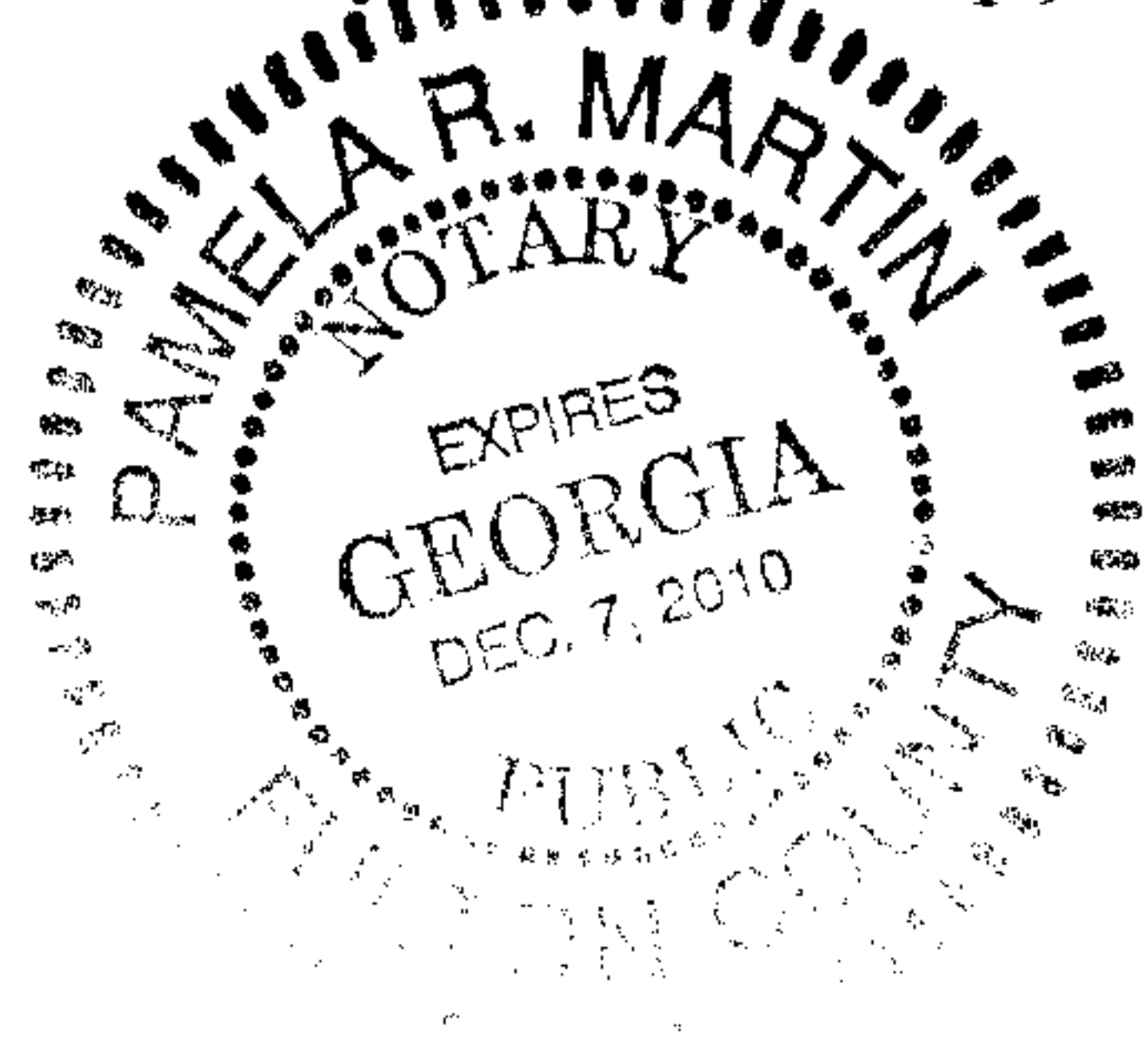
PHONE: 678-775-0362  
FAX: 678-775-0361


STATE OF GEORGIA

COUNTY OF FULTON

I, the undersigned, a notary public in and for said County, in said State, hereby certifies that Michael DeMita, on behalf of Communications Capital Group I, LLC, a Delaware limited liability company, has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such representative and with full authority, executed the same voluntarily for and as the act of said company

{affix notary seal or stamp}



  
Notary Public  
My Commission Expires:

## EXHIBIT A

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## LEGAL DESCRIPTION

### PROPERTY DESCRIPTION

A tract of land situated in the SW 1/4 of the SW 1/4 and the Northwest diagonal 1/2 of the SE 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

Commence at the southwest corner of the SW 1/4 of the SW 1/4 of Section 16, Township 19 South, Range 2 West, Shelby County, Alabama and run thence easterly along the south line of said quarter-quarter section a distance of 833.64' to an existing steel pin marking the southernmost corner of Lot 13, of the Survey of Indian Valley, First Sector, as recorded in Map Book 5, on page 43 in the Office of the Judge of Probate of Shelby County, Alabama, and the point of beginning of the property being described; thence continue along last described course a distance of 391.41' (measured) to an existing steel pin on the northwesterly margin of Shelby County Highway No. 17 (aka Valleydale Road); thence turn a deflection angle of 49° 15' 58" to the left and run northeasterly along the said margin of said Highway No. 17 a distance of 934.05' (measured) to an existing concrete highway monument marking the P.C. (point of curvature) of a curve to the right having a radius of 1,469.21' and being subtended by a central angle of 2° 29' 09"; thence continue northeasterly along the arc of said curve an arc distance of 62.03' to an existing steel pin; thence turn a deflection angle of 73° 24' 24" to the left from tangent and run north-northwesterly a distance of 227.28' (measured) to an existing steel pin corner; thence turn a deflection angle of 105° 34' 40" to the left and run southwesterly along the back lot lines of Lot 4 to 13, in Block 1 of said Indian Valley, First Sector, subdivision, a distance of 1,328.28' (measured) to the point of beginning.



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## **EXHIBIT B**

### **DESCRIPTION OF TELECOM TENANT LEASES**

PCS Site Agreement executed June 23, 1997, by and between Christian Life Church of the Assemblies of God, Inc., as Owner, and Sprint Spectrum L.P., a Delaware Limited Partnership.