

STATE OF ALABAMA                   )  
  )  
SHELBY COUNTY                    )

### ASSIGNMENT OF LEASE

This Assignment of Lease (this "Agreement") is made effective as of January 11, 2008, by **E. G. FROST (a/k/a Edgar G. Frost)**, and wife, **NORMA W. FROST** ("Assignor"), and **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor is the Landlord, under that certain Option and Lease Agreement dated December 27, 1991, by and between Assignor and BellSouth Mobility Inc., a Georgia corporation, as tenant, which was recorded in Instrument # 1993-12439 in the Office of the Judge of Probate of Shelby County, Alabama (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.

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 Alabama.

(e) Invalidity of Particular Provisions. If any term or provision of this Agreement shall be determined to be illegal or enforceable, 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.

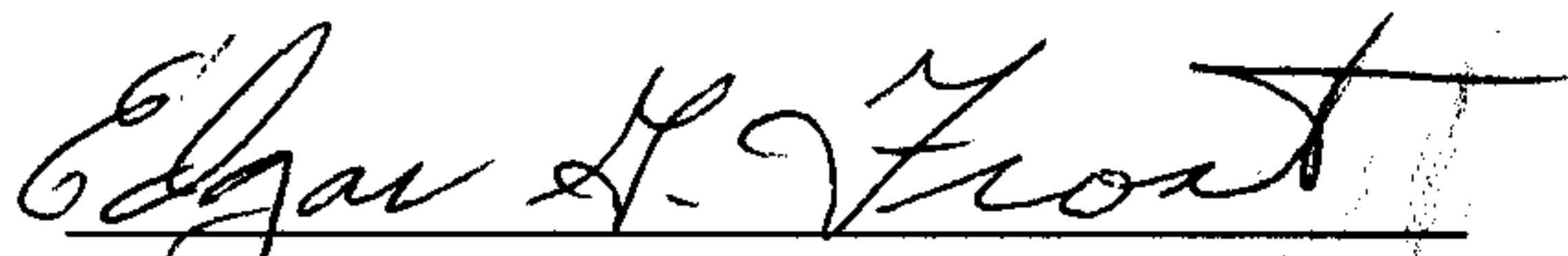
(h) Entire Agreement. No oral understandings or agreements exist between the parties, all of which oral understandings or agreements are merged herein and of no further force and effect.

**[Remainder of page intentionally left blank.]**



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

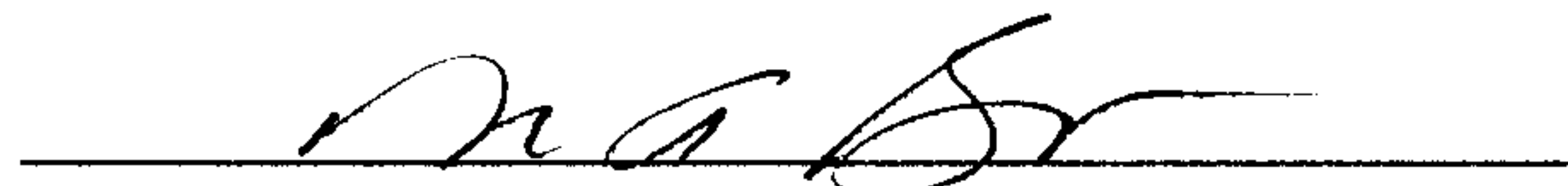
**ASSIGNOR:**

  
**E. G. FROST (a/k/a EDGAR G. FROST)**

STATE OF Alabama )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **E. G. FROST (a/k/a Edgar G. Frost)**, a married man, whose name is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment of Lease, he executed the same on the day the same bears date.

Given under my hand and official seal this the 16<sup>th</sup> day of Jan., 2008.

  
Notary Public  
My Commission Expires: 8/13/09

(Notary Seal)

**ASSIGNOR:**

Norma W. Frost  
**NORMA W. FROST**

STATE OF Alabama )  
 )  
Shelby COUNTY )

I, the undersigned, a Notary Public in and for said County in said State hereby certify that **NORMA W. FROST**, a married woman, whose name is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Assignment of Lease, she executed the same on the day the same bears date.

Given under my hand and official seal this the 16th day of Jan., 2008.

[Signature]  
Notary Public  
My Commission Expires: 8/13/09

(Notary Seal)



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

By: \_\_\_\_\_  
Name: **R.Christopher Mooney**  
Title: **Director - Land Acquisition Operations**

STATE OF TEXAS )  
 )  
HARRIS COUNTY )

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that R.C. Mooney whose name as Director of **CROWN CASTLE SOUTH LLC**, a Delaware limited liability company, is signed to the foregoing Assignment of Lease, and who is known to me, acknowledged before me on this day that, being informed of the contents of such Assignment of Lease, he she, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of January, 2008

  
Notary Public  
My Commission Expires: 

(Notary Seal)

**This Instrument Prepared By:**

**Matthew W. Barnes, Esq.  
Baker, Donelson, Bearman,  
Caldwell & Berkowitz, PC  
420 20th Street North, Suite 1600  
Birmingham, Alabama 35203**

**After Recording, Return To:**

Stewart Title Guaranty Company  
National Title Services  
1980 Post Oak Blvd, Suite 610  
Houston, TX 77056  
Attn: Ty Reid

