

Important: Read Instructions on Back Before Filling out Form.

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This Financing Statement covers all of Debtor's right, title and interest in and to the following types (or items) of property, whether now owned or hereafter acquired by Debtor:

All assets of Debtor, whether now owned or hereafter acquired, including but not limited to the following ("*Collateral*"):

(a) **All equipment in all of its forms, wherever located, now or hereafter existing, including but not limited to the real property described on Schedule 1 attached hereto, all parts thereof and all accessions thereto, including but not limited to machinery, towers, satellite receivers, antennas, headed electronics, furniture, motor vehicles, aircraft and rolling stock (any and all such equipment, parts and accessions);**

(b) **All inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which Debtor has an interest right as consignee), and (iii) goods which are returned to or repossessed by Debtor, and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents);**

(c) **All accounts, accounts receivable, contract rights (including all tenant leases and ground leases), chattel paper, documents, instruments, deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtor, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, subleases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles and obligations including those described herein);**

(d) **All other general intangibles, whether now existing or hereafter arising and wherever arising, including, but not limited to, all (i) partnership, corporate, and other interests in and to any person, (ii) permits, licenses (including all FAA permits), consents, contract rights (including all existing and future tenant leases and ground leases, franchises, documents, certificates, records, customer lists, customer and supplier contracts, pole line agreements, pole attachment contracts, pole lease agreements, easements, variances, certifications and approvals of tribunals, call letters, network agreements, frequencies, advertising contracts, firm sales orders, bills of lading (negotiable and non-negotiable), warehouse receipts, any claim of Debtor against any Secured Party, liquidated or unliquidated, and other rights, privileges and goodwill obtained or used in connection with any property described herein, and (iii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments or other tribunal;**

(e) **All bank accounts, deposit accounts, and margin accounts, maintained by Debtor with financial institutions, brokers, dealers, and all other persons or entities relating to commodities and/or securities, including all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such accounts;**

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(f) All of Debtor's fixtures now existing or hereafter acquired, all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection with the fixtures on or above the real property described herein and all real property now owned or hereafter acquired by Debtor and

(g) All substitutes and replacements for, accessions, attachments and other additions to, tools, parts, and equipment used in connection with, and all proceeds, products, and increases of, any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described herein); interest, premium, and principal payments, redemption proceeds and subscription rights, and share or other proceeds of conversions or splits of any securities in collateral, and returned or repossessed collateral; and, to the extent not otherwise included, all (i) payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (ii) cash and (iii) all security for the payment of any of the Collateral, and all goods which gave or will give rise to any of the Collateral or are evidenced, identified, or represented therein or thereby.

EXHIBIT B
TO
LEASEHOLD MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT
AND FINANCING STATEMENT

LEGAL DESCRIPTION

A parcel of land situated in the Southwest quarter of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest quarter of the Southeast quarter of said section; thence run North 00 degrees 26 minutes 43 seconds West for a distance of 499.07 feet; thence run South 53 degrees 24 minutes 49 seconds East for a distance of 231.51 feet; thence run South 38 degrees 41 minutes 53 seconds East for a distance of 16.61 feet to the northwesterlymost corner of the James Davis property, as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995; thence run North 51 degrees 15 minutes 35 seconds East along the northwesterlymost boundary line of said property for a distance of 140.07 feet; thence leaving said boundary line, run South 37 degrees 16 minutes 33 seconds East for a distance of 124.91 feet to the POINT OF BEGINNING; thence run North 51 degrees 15 minutes 35 seconds East for a distance of 15.00 feet; thence run South 38 degrees 41 minutes 06 seconds East for a distance of 60.00 feet; thence run South 51 degrees 15 minutes 35 seconds West for a distance of 80.00 feet; thence run North 38 degrees 41 minutes 06 seconds West for a distance of 60.00 feet; thence run North 51 degrees 15 minutes 35 seconds East for a distance of 65.00 feet to the POINT OF BEGINNING.

Access and Utility Easement:

A strip of land for ingress and egress and utilities being 30 feet in width and being situated in the Southwest quarter of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and following the same centerline as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995, and also being recorded in Instrument Number 1995-32798, in the Office of the Judge of Probate of Shelby County, Alabama, and lying 15 feet either side of the following described centerline:

Commence at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section; thence run North 00 degrees 26 minutes 43 seconds West for a distance of 499.07 feet; thence run South 53 degrees 24 minutes 49 seconds East for a distance of 231.51 feet; thence run South 38 degrees 41 minutes 53 seconds East for a distance of 16.61 feet to the northwesternmost corner of the James Davis property, as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995; thence run North 51 degrees 15 minutes 35 seconds East along the northwesternmost boundary line of said property for a distance of 140.07 feet (140.00 feet deed) to the POINT OF BEGINNING; thence turn a deflection angle of 87 degrees 26 minutes 03 seconds left and run in a northwesterly direction for a distance of 101.42 feet; thence turn a deflection angle of 14 degrees 35 minutes 33 seconds left and run in a northwesterly direction for a distance of 121.04 feet; thence turn a deflection angle of 36 degrees 02 minutes 28 seconds left and run in a westerly direction for a distance of 114.15 feet; thence turn a deflection angle of 50 degrees 37 minutes 41 seconds and run in a northwesterly direction for a distance of 38.95 feet; thence turn an angle of 34 degrees 48 minutes 43 seconds right and run in a northerly direction for a distance of 64.48 feet; thence turn a deflection angle of 52 degrees 37 minutes 50 seconds right and run in a northeasterly direction for a distance of 39.20 feet; thence turn a deflection angle of 16

degrees 10 minutes 54 seconds right and run in a northeasterly direction for a distance of 125.40 feet; thence turn a deflection angle of 21 degrees 00 minutes 33 seconds right and run in an easterly direction for a distance of 230.22 feet; thence turn a deflection angle of 39 degrees 21 minutes 34 seconds right and run in a southeasterly direction for a distance of 100.00 feet; thence turn a deflection angle of 11 degrees 09 minutes 36 seconds left and run in a southeasterly direction for a distance of 149.83 feet; thence turn a deflection angle of 28 degrees 55 minutes 39 seconds right and run in a southerly direction for a distance of 324.42 feet; thence turn a deflection angle of 46 degrees 21 minutes 17 seconds left and run in a southeasterly direction for a distance of 115.24 feet to a point on the centerline of an existing 60 foot wide easement as shown on a map for James Davis by John Gary Ray (Registration No. 12295), dated October 24, 1995, thence continuing within said 60 foot easement turn a deflection angle of 79 degrees 43 minutes 56 seconds right and run in a southerly direction for a distance of 93.27 feet; thence turn a deflection angle of 19 degrees 15 minutes 57 seconds left and run in a southerly direction for a distance of 92.82 feet; thence turn a deflection angle of 9 degrees 26 minutes 29 seconds left and run in a southerly direction for a distance of 124.06 feet to the northwesterly right-of-way line of County Highway No. 26 and the end of this centerline; and also from the POINT OF BEGINNING, run South 37 degrees 16 minutes 33 seconds East for a distance of 124.91 feet and the end of this centerline.

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