

**This instrument was prepared by and**  
After recording should be returned to:

SIMPSON THACHER & BARTLETT LLP

425 Lexington Avenue

New York, New York 10017

Attn: Cynthia Parker

*Shelby, AL 3074*

**ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES**  
**AND RENTS**

ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS ("Assignment") dated as of January 30, 2004, by **GENERAL ELECTRIC CAPITAL CORPORATION**, ("Assignor"), whose address is General Electric Capital Corporation, c/o GE Structured Finance, Inc., 120 Long Ridge Road, Mail Stop 3C-94, Stamford, Connecticut 06927, to **LEHMAN COMMERCIAL PAPER INC.**, in its capacity as Administrative Agent (in such capacity, "Assignee"), whose address is 745 Seventh Avenue, New York, New York 10019.

Assignment

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Assignor by Assignee as of the time of execution hereof, the adequacy and receipt of which are hereby acknowledged, Assignor does specifically and presently hereby irrevocably grant, sell, transfer, assign, deliver, set over and convey to Assignee all of Assignor's right, title and interest in, to and under that certain Mortgage, Fixture Filing And Assignment Of Leases And Rents described on Schedule I attached hereto (the "Security Instrument"), which Security Instrument encumbers (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto, and (ii) the leasehold estate in the parcel(s) of real property described on Schedule B-2 attached hereto pursuant to the lease agreement described on Schedule B-1 attached hereto.

TOGETHER with all Assignor's right, title and interest in, to and under all indebtedness and obligations described in said Security Instrument and secured thereby.

TO HAVE AND TO HOLD the Security Instrument, together with all the rights and privileges thereunto in any wise belonging unto Assignee, its successors and assigns, forever.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law.

This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on January 23, 2004 and by Assignee on January 22, 2004 and is intended to be effective as of the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: Molly S. Fergusson  
Name: Molly S. Fergusson  
Title: Duly Authorized Signatory

WITNESS:

*Michael J. Fergusson*

ASSIGNEE:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: G. Robert Berzins  
Title: Vice President

WITNESS:

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor on January 23, 2004 and by Assignee on January 22, 2004 and is intended to be effective as of the day and year first above written.

ASSIGNOR:

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_

Name:

Title:

WITNESS:

ASSIGNEE:

LEHMAN COMMERCIAL PAPER INC.,  
as Administrative Agent

By: 

Name: G. Robert Berzins

Title: Vice President

WITNESS: 

STATE OF NEW YORK)

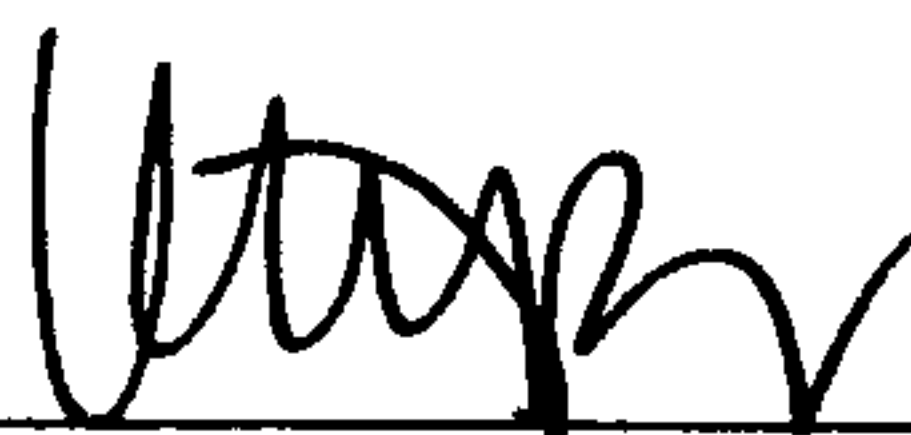
: ss.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Molly S. Fergusson, whose name as Duly Authorized Signatory of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 23 day of January, 2004.



\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: 2006

KATHRYN FORD DALLMEYER  
NOTARY PUBLIC, State of New York  
No. 01DA6079773  
Qualified in New York County  
Commission Expires Sept. 3, \_\_\_\_\_

STATE OF NEW YORK)

: ss.:

COUNTY OF NEW YORK)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that G. Robert Berzins, whose name as Vice President of LEHMAN COMMERCIAL PAPER INC., a New York corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal on this the 22 day of January, 2004.

  
\_\_\_\_\_  
Notary Public

(SEAL)

My Commission Expires: 2004

KATHRYN FORD DALLMEYER  
NOTARY PUBLIC, State of New York  
No. 01DA6079773  
Qualified in New York County  
Commission Expires Sept. 3, \_\_\_\_\_

**SCHEDULE I**  
**Security Instruments**

The following Security Instruments are recorded in all public records of

County: Shelby  
State: AL  
Site Code: AL03074-S

**A Mortgage/Deed of Trust/Deed to Secure Debt (the "Mortgage")**

Mortgagor/Trustor/Grantor: SBA Towers, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Credit Corporation  
Dated: June 30, 2003  
Recorded: 7/18/2003  
Document Number: File # 20030718000459330  
Book:  
Page:



Schedule A

Fee Owned

Begin at the SW corner of the SW¼ of the NW¼ of Section 29, T 21 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the South line thereof 649.51 feet; thence 114 degrees 5 minutes 15 seconds left run Northwesterly for 159.81 feet; thence 90 degrees 00 minutes 00 seconds left run Southwesterly for 183.20 feet; thence 90 degrees 00 minutes 00 seconds right run Northwesterly for 355.59 feet to the southeasterly right of way of Alabama State Highway 70; thence 87 degrees 10 minutes 18 seconds left run Southwesterly along said right of way for 282.54 feet; thence 67 degrees 3 minutes 40 seconds left run Southerly for 293.43 feet to the point of beginning. According to updated survey of Thomas F. Simmons, RLS #12945.  
Containing 3.42 Acres more or less.

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Schedule B-1

Description of the Mortgaged Lease(s)

NONE

Schedule B-2

Leasehold Interest

NONE