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This Instrument Prepared By:
Mark A. Poole, Esq.
Sidley Austin Brown & Wood
787 Seventh Avenue, New York, NY 10019
Phone (212) 839-5300

When Recorded, Return To:
Andrea Weber
LandAmerica Commerical Services
Commercial Lender Services
101 Gateway Centre Parkway
Richmond, Virginia 23235

Record in: County of Shelby, State of Alabama

THE MAXIMUM PRINCIPAL INDEBTEDNESS FOR ALABAMA RECORDING TAX PURPOSES IS $_____. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED UNDER ANY CONTINGENCY BY THIS INSTRUMENT SHALL IN NO EVENT EXCEED $_____.

LEASEHOLD, MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT

by

GLOBAL SIGNAL ACQUISITIONS II LLC,
(Debtor or Grantor)

to and for the benefit of

MORGAN STANLEY ASSET FUNDING INC.

(Secured Party)

Dated: As of Sept 13, 2005

Property Location: See Exhibit A

County: Shelby
State: Alabama
CH1 3320381v5

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LEASEHOLD, MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS LEASEHOLD, MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES AND CONSTITUTES A FIXTURE FILING FINANCING STATEMENT PURSUANT TO ALA. CODE ' 7-9A-502 (1975), AND SHOULD BE INDEXED IN THE INDEX OF FINANCING STATEMENTS UNDER THE NAMES OF GRANTOR, AS DEBTOR, AND SECURED PARTY, AS SECURED PARTY.

STATE OF ALABAMA §
§
COUNTY OF SHELBY §

THIS LEASEHOLD, MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, or otherwise modified from time to time, this "Mortgage") dated as of Sept. 13, 2005, is executed and delivered by GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company ("Debtor" or "Grantor") to MORGAN STANLEY ASSET FUNDING INC., a Delaware corporation, as Collateral Agent (together with its successors and assigns, including any successor Administrative Agent and Collateral Agent under the Loan Agreement "Secured Party").

Certain Definitions; Granting Clauses; Secured Indebtedness

Section 1.1 Certain Definitions and Reference Terms. Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Loan Agreement (hereinafter defined). In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

(a) "Grantor or Debtor": GLOBAL SIGNAL ACQUISITIONS II LLC, a Delaware limited liability company, whose address is 301 North Cattlemen Road, Sarasota, Florida 34232-6312.

(b) "Secured Party": MORGAN STANLEY ASSET FUNDING INC., a Delaware corporation, as Collateral Agent, whose address is 1221 Avenue of the Americas, 27th Floor, New York, New York, 10020, together with its successors and assigns, including any successor Administrative Agent and Collateral Agent under the Loan Agreement.

(c) "Loan Agreement": The Credit Agreement dated as of May 26, 2005, between Grantor as borrower, and Secured Party, as lender, pursuant to which the Note and this Mortgage are executed, as such Loan Agreement may be amended, supplemented, renewed,

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extended, restated or otherwise modified from time to time, is the "Loan Agreement" for all purposes of this Mortgage.

(d) "Ground Lease": The Ground Lease, if any, as described on Exhibit A.

(e) "Obligations": As defined in the Loan Agreement.

Section 1.2 Mortgaged Property. Grantor, in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Borrowers and Grantor hereinafter described, does hereby IRREVOCABLY GRANT, BARGAIN, SELL, CONVEY, PLEDGE, WARRANT, ALIEN, REMISE, RELEASE, MORTGAGE, TRANSFER, ASSIGN, CONFIRM and SET OVER to the Secured Party its successors and assigns, all of Grantor's present and future estate, right, title and interest in and to the following described property, whether such property is now or hereafter in existence:

(a) all rights, power and privileges of Grantor in the real estate (the "Land") described in Exhibit A attached hereto and incorporated herein by reference, and (i) all buildings, structures, and other improvements now or hereafter situated or to be situated on the Land, including, without limitation, all Towers now owned or hereafter situated or to be situated on the Land (the "Improvements"); and (ii) all right, title and interest of Grantor in and to (1) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land or the Improvements; (2) any strips or gores between the Land and abutting or adjacent properties; and (3) all additional lands, estates and development rights hereafter acquired by Grantor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Mortgage (the Land, the Improvements and other rights, titles and interests referred to in this clause (a) sometimes collectively called the "Premises"); (b) all fixtures, accessions, equipment, systems, machinery, goods, building and construction materials, supplies, and articles of personal property, of every kind and character, now owned or hereafter acquired by Grantor, which are now or hereafter attached to or situated in, on or about the Land or the Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Grantor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures or acquired

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(whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or the Improvements, and all renewals and replacements of, substitutions for and additions to the foregoing (the properties referred to in this clause (b) sometimes collectively called the "Accessories", all of which are hereby declared to be permanent accessions to the Land); (c) (i) all Grantor's right, title and interest in and to plans and specifications for the Improvements, and any and all changes thereto; (ii) all Grantor's rights, but not liability for any breach by Grantor, under all commitments, insurance policies, architectural, engineering, construction, management, leasing, and other contracts related to the Premises or the Accessories or the design, construction, use or operation thereof; (iii) all deposits (including Grantor's rights in tenants' security deposits, deposits with respect to utility services to the Premises, and any deposits or reserves under any Loan Document for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises or the Accessories (without derogation of Article III hereof); (iv) all permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises or the Accessories; (v) all leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises and the Accessories (without derogation of Article III hereof); (vi) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction; (vii) upon the occurrence and continuance of a Default, the right, in the name and on behalf of Grantor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interests of Secured Party in the Mortgaged Property; (viii) all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property; and (ix) all engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property which are in the possession of Grantor or in which Grantor can otherwise grant a security interest; and (d) all (i) proceeds of or arising from the properties, rights, titles and interests referred to above in this Section 1.2, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any Law, and proceeds arising out of any damage thereto; and (ii) other interests of every kind and character which Grantor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.2 and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and all estate, title and interest of Grantor in, to, under, or derived from any and all lease agreements (including the Ground Lease) granting to Grantor a leasehold estate in and to all or a portion of the Land (the "Leasehold Land") and Improvements and/or Accessories located on or associated therewith; together with all amendments, supplements, consolidations, extensions, renewals, and other modifications of the ground lease now or hereafter entered into in accordance with the provisions thereof; together with all other, further, additional or greater estate, right, title, or interest of

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Grantor in, to, under, or derived from the Leasehold Land that might at any time be acquired by Grantor by the terms of the ground lease, by reason of the exercise of any option thereunder or otherwise, and (ii) this conveyance shall include, and the lien, security title and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests rights which are now owned or may hereafter be acquired by Grantor in or to the Leasehold Land. Notwithstanding anything to the contrary contained in this Section 1.2, Debtor and Secured Party hereby acknowledge and agree that Debtor owns leasehold title to the Leasehold Land as created by virtue of the Ground Lease and does not own fee title thereto.

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Mortgaged Property"), unto Secured Party, upon the terms, provisions and conditions herein set forth.

Section 1.3 Security Interest. In order to further secure the payment of the Secured Indebtedness and the performance of the Obligations, covenants, agreements, warranties, and undertakings of Grantor hereinafter described, Grantor hereby grants to Secured Party a security interest in all of the Mortgaged Property which constitutes personal property or fixtures (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Secured Party shall have all of the rights of a secured party under the Alabama Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law. If a Default shall occur and be continuing, Secured Party, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Alabama Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Secured Party may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Secured Party after the occurrence and during the continuance of a Default, Grantor shall, at its expense, assemble the Collateral and make it available to Secured Party at a convenient place (at the Land if tangible property) reasonably acceptable to Secured Party. Grantor shall pay to Secured Party on demand any and all expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Secured Party in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of a Default. Any notice of sale, disposition or other intended action by Secured Party with respect to the Collateral sent to Grantor in accordance with the provisions hereof at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Grantor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Secured Party to the payment of the Obligations in such priority and proportions as Secured Party in its sole discretion shall deem proper. The principal place of business of Grantor is as set forth on page one hereof and the address of Secured Party is as set forth on page one hereof.

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Section 1.4 Notes, Loan Documents, Other Obligations. This Mortgage is made to partially secure and enforce the payment and performance of the following promissory notes, Obligations, indebtedness and liabilities, subject to the provisions of Section 6.25 hereof:

(a) Notes. The promissory note executed Grantor and all other note(s) given in substitution therefor or in modification, renewal extension, increase, or consolidation thereof, in whole or in part, as set forth in the Loan Agreement (such note(s), as from time to time supplemented, amended, extended modified, increased or consolidated and all other note(s) given in substitution therefor, or in modification, renewal extension, increase or consolidation thereof, in whole or in part, being hereinafter called the "Notes");

(b) Loan Agreement. All indebtedness and other Obligations of Borrowers under the Loan Agreement;

(c) Loan Documents. All indebtedness and other Obligations of Grantor, including without limitation, the Obligations owed to Secured Party, now or hereafter incurred or arising pursuant to or permitted by the provisions of the Notes, the Loan Agreement, this Mortgage, the other Loan Documents (as defined in the Loan Agreement) or any other instrument now or hereafter evidencing, governing, guaranteeing or securing the "Secured Indebtedness", as hereinafter defined, or any part thereof or otherwise executed in connection with the loan evidenced or governed by the Notes, the Loan Agreement or other Loan Documents (the Notes, the Loan Agreement, the Loan Documents, this Mortgage and such other documents executed in connection herewith or therewith, as they or any of them may have been or may be from time to time supplemented, amended or modified, being herein sometimes collectively called the "Loan Documents"); and

(d) Other Obligations. All other loans and future advances made by Secured Party to Grantor and all other debts, obligations and liabilities of Grantor of every kind and character now or hereafter existing in favor of Secured Party, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, secured or unsecured, and whether originally payable to Secured Party or to a third party and subsequently acquired by Secured Party, if the written evidence of such loans, debts, obligations and liabilities specifically provide that they are secured by this Mortgage, it being contemplated that Grantor may hereafter become indebted to Secured Party for such further debts, obligations and liabilities; provided, however, and notwithstanding the foregoing provisions of this paragraph (d), this Mortgage shall not secure any such other loan, advance, debt, obligation or liability with respect to which Secured Party is by applicable law prohibited from obtaining a lien on real estate.

Each amount due and owing by Grantor to Secured Party or any Lender pursuant to this Mortgage or any other Loan Document shall, except to the extent otherwise specified in the document evidencing the indebtedness, bear interest from the date of such expenditure or payment until paid, at the rate per annum provided in Section 2.2 of the Loan Agreement for interest on past due principal owed on the Notes; and all such amounts, together with such

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interest thereon, shall be a part of the Secured Indebtedness and shall be secured by this Mortgage. The amount and nature of any such expense and the time when paid shall be fully established by the certificate of Secured Party or any of Secured Party's officers or agents.

Section 1.5 Secured Indebtedness. The indebtedness referred to in Section 1.4, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are hereinafter sometimes referred to as the "Secured Indebtedness" or the "indebtedness secured hereby."

ARTICLE II

Representations, Warranties and Covenants

Section 2.1 Grantor represents, warrants, and covenants as follows:

(a) Title. Grantor, and Grantor's successors and assigns, will warrant and forever defend title to the Mortgaged Property, subject against the claims and demands of all Persons claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

(b) Waste. Grantor shall not commit or suffer any waste of the Mortgaged Property or make any change in the use of the Mortgaged Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Mortgaged Property, or take any action that might invalidate or allow the cancellation of any insurance policy maintained by the Grantor pursuant to or as otherwise described in Section 5.4 of the Loan Agreement, or do or permit to be done thereon anything that may in any way materially impair the value of the Mortgaged Property or the security of this Mortgage. Grantor will not, without the prior written consent of Secured Party, permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or the subsurface of the Land, regardless of the depth thereof or the method of mining or extraction thereof.

ARTICLE III

Assignment of Leases and Rents

Section 3.1 Assignment. As additional security for the indebtedness secured hereby, Grantor hereby absolutely and unconditionally assigns to Secured Party all Rents (hereinafter defined) and all of Grantor's rights in and under all Leases (hereinafter defined); it being intended by Grantor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Upon the occurrence and during the continuance of a Default hereunder, Secured Party shall have the right, power and privilege (but shall be under no duty) to demand possession of the Rents, which demand shall to the fullest extent permitted by applicable law be sufficient action by Secured Party to entitle Secured Party to immediate and direct payment of the Rents, for application as provided in this Mortgage, all without the

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necessity of any further action by Secured Party, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Mortgaged Property. Grantor hereby authorizes and directs the tenants under the Leases, upon the occurrence and during the continuance of a Default hereunder, to pay Rents to Secured Party upon written demand by Secured Party, without further consent of Grantor, without any obligation to determine whether a Default has in fact occurred and regardless of whether Secured Party has taken possession of any portion of the Mortgaged Property, and the tenants may rely upon any written statement delivered by Secured Party to the tenants. Any such payment to Secured Party shall constitute payment to Grantor under the Leases, and Grantor hereby appoints Secured Party as Grantor's lawful attorney-in-fact for giving, and Secured Party is hereby empowered to give, acquittance to any tenants for such payments to Secured Party upon the occurrence and during the continuation of a Default. The assignment contained in this Section shall become null and void upon the release of this Mortgage. As used herein (i) "Lease" means each existing or future Lease, license, sublease (to the extent of Grantor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty; and (ii) "Rents" means all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any Lease including but not limited to liquidated damages following default under any such Lease, security deposits paid in connection with any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage to any part of the Mortgaged Property, all of Grantor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable Grantor relief law.

Section 3.2 No Liability of Secured Party. Secured Party's acceptance of this assignment shall not be deemed to constitute Secured Party a "mortgagee in possession," nor obligate Secured Party to appear in or defend any proceeding relating to any Lease or to the Mortgaged Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Grantor by any tenant and not as such delivered to and accepted by Secured Party. Secured Party shall not be liable for any injury or damage to person or property in or about the Mortgaged Property, or for Secured Party's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Secured Party's right regarding Leases and Rents (including collection of Rents) nor possession of the Mortgaged Property by Secured Party nor Secured Party's consent to or approval of any Lease (nor all of the same), shall render Secured Party liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option. If Secured Party seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent

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the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Secured Party neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Secured Party under this Article III shall be cumulative of all other rights of Secured Party under the Loan Documents or otherwise.

ARTICLE IV

Default

Section 4.1 Events of Default. The term "Default" means the occurrence of an Event of Default under the Loan Agreement.

ARTICLE V

Remedies

Section 5.1 Certain Remedies. If a Default shall occur and is continuing, Secured Party may exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Acceleration. Upon the occurrence of any Default, Secured Party at any time and from time to time may without notice to Grantor or any other person declare any or all of the Secured Indebtedness immediately due and payable and all such Secured Indebtedness shall thereupon be immediately due and payable, without presentment, demand, protest, notice of protest, notice of acceleration or of intention to accelerate or any other notice or declaration of any kind, all of which are hereby expressly waived by Grantor.

(b) Enforcement of Assignment of Rents. Prior or subsequent to taking possession of any portion of the Mortgaged Property or taking any action with respect to such possession, Secured Party may:

(i) Collect and/or sue for the Rents in Secured Party's own name, give receipts and releases therefor, and after deducting all expenses of collection, including attorneys' fees and expenses, apply the net proceeds thereof to any Secured Indebtedness as Secured Party may elect;

(ii) Apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of reasonable management, brokerage and attorney's fees and expenses, and/or to the Secured Indebtedness;

(iii) Require Grantor to transfer all records thereof to Secured Party together with original counterparts of the Leases; and

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(iv) Take any other action contemplated in Article III above.

(c) Foreclosure. If the Grantor shall pay all of the indebtedness and obligations secured hereby, when due, according to the terms hereof and of the Note, and shall otherwise fully and promptly perform and comply with all of the obligations, agreements, terms and conditions of this Mortgage, and of the Note, the Loan Documents and the other loan instruments then the lien of this Mortgage shall be released, but otherwise shall remain in full force and effect. If, however, the Grantor shall fail to fully and promptly perform or comply with any of the obligations, agreements, terms and conditions of this Mortgage or of the Note, the Loan Documents or any of the other loan instruments, and fail to cure such default as provided in the applicable agreement, or shall fail to pay any sum necessary to satisfy and discharge taxes and assessments before they become delinquent, or to maintain insurance or repairs, or the necessary expense of protecting the Mortgaged Property and executing this trust, or in the event of any default as herein defined, then, at the option of the Secured Party, all sums the payment of which is secured hereby, shall immediately become due and payable, without notice, and the Secured Party is hereby authorized and empowered, after first advertising for at least twenty-one (21) days by three (3) separate notices, describing the time, place and terms of sale, in some newspaper published in the county where the sale is to be made, to sell the Mortgaged Property at public outcry to the highest bidder for cash, or upon such other terms as may be reasonable free from and in bar of all rights and equities of redemption, statutory right of redemption, homestead, dower and all other rights or exemptions of every kind, all of which are hereby expressly waived. The Secured Party may sell the Mortgaged Property as a whole or in such parcels or parts as he in his judgment may deem advisable. Such sale may be made in conjunction with or separately from any sale of personal property also securing the indebtedness of the Grantor. The Secured Party may bid at such sale and purchase the Mortgaged Property or any part thereof if the highest bidder therefor, and may apply all or any portion of the indebtedness hereby secured as a set-off against its bid. Upon such sale, the Secured Party is authorized to execute and deliver a deed or deeds or other instruments of conveyance or transfer of the Mortgaged Property, or any part thereof, to the purchaser in fee simple absolute, and to place the purchaser in quiet and peaceful possession thereof. In case of any sale under this Mortgage, the Grantor will at once surrender possession of the Mortgaged Property and will from that moment become and be a tenant at will of the purchaser, and be removable by process, such as forcible entry and detainer, and the Grantor will pay to the purchaser the reasonable rental value of the Mortgaged Property after such sale for any period that the Grantor fails to surrender possession. Any sale made under the terms of this paragraph may be postponed or adjourned by the Secured Party if the Secured Party, in its sole discretion, deems the same advisable, and no further advertisement or notice shall be required to reconvene the sale.

(d) Uniform Commercial Code. Without limitation of Secured Party's rights of enforcement with respect to the Collateral or any part thereof in accordance with the procedures for foreclosure of real estate, Secured Party may exercise its rights of enforcement with respect to the Collateral or any part thereof under the Alabama Uniform Commercial Code as amended (or under the Uniform Commercial Code in force in any other state to the extent the

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same is applicable law) and in conjunction with, in addition to or in substitution for those rights and remedies:

(1) Secured Party may enter upon Grantor's premises to take possession of, assemble and collect the Collateral or to render it unusable.

(2) Secured Party may require Grantor to assemble the Collateral and make it available at a place Secured Party designates which is mutually convenient to allow Secured Party to take possession or dispose of the Collateral.

(3) Written notice mailed to Grantor as provided herein at least five (5) days prior to the date of public sale of the Collateral or prior to the date after which private sale of the Collateral will be made shall constitute reasonable notice.

(4) In the event of a foreclosure sale, the Collateral and the other Mortgaged Property may, at the option of Secured Party, be sold as a whole.

(5) It shall not be necessary that Secured Party take possession of the Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale.

(6) Prior to application of proceeds of disposition of the Collateral to the Secured Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party.

(7) Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the Secured Indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited.

(8) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of the sale, but in the name and on behalf of Secured Party.

(e) Lawsuits. Secured Party may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the

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Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

(f) Entry on Mortgaged Property. Secured Party is authorized, subsequent to, and during the continuance of a Default, and, prior or subsequent to the institution of any foreclosure proceedings, to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and all books and records relating thereto, and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property. All reasonable costs, expenses and liabilities of every character incurred by Secured Party in managing, operating, maintaining, protecting or preserving the Mortgaged Property shall constitute a demand obligation of Grantor (which obligation Grantor hereby expressly promises to pay) to Secured Party pursuant to this Mortgage. If necessary to obtain the possession provided for above, Secured Party may invoke any and all remedies to dispossess Grantor. In connection with any action taken by Secured Party pursuant to this Section, Secured Party shall not be liable for any loss sustained by Grantor resulting from any act or omission of Secured Party in managing the Mortgaged Property unless such loss is caused by the willful misconduct and bad faith of Secured Party, nor shall Secured Party be obligated to perform or discharge any obligation, duty or liability of Grantor arising under any agreement forming a part of the Mortgaged Property or arising under any Permitted Encumbrance or otherwise arising.

(g) Receiver. In addition to all other remedies herein provided for, and subsequent to, and during the continuance of, a Default, Secured Party shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the Indebtedness Secured hereby. Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all right to any hearing or notice of hearing prior to the appointment of such receiver, waives any and all defenses to such appointment, agrees not to oppose any application therefor by Secured Party, and agrees that such appointment shall in no manner impair, prejudice or otherwise affect the rights of Secured Party to application of Rents as provided in Article III hereof. Any such receiver shall have all the usual powers and duties of receivers in similar cases, upon such terms as may be approved by the court, including, without limitation, the power to (i) take possession of the Mortgaged Property, (ii) exclude Grantor and Grantor's agents, servants and employees from the Mortgaged Property, (iii) collect the Rents, (iv) complete any construction which may be in progress, (v) maintain the Mortgaged Property and make such repairs and alterations as the receiver deems necessary, (vi) use all stores of materials, supplies, and maintenance equipment on the Mortgaged Property, (vii) pay all taxes and assessments against the Mortgaged Property and all premiums for insurance thereon, (viii) pay all utility and other operating expenses, and all sums due under any prior or subsequent encumbrance, (ix) generally operate the Mortgaged Property including leasing the Mortgaged Property to new tenants or amend or modify current tenant leases and (x) generally do anything which Grantor could legally do if Grantor were in

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possession of the Mortgaged Property. The receiver shall apply the Rents in accordance with the provisions of Section 5.1(b) hereof. Nothing herein is to be construed to deprive Secured Party of any other right, remedy or privilege it may have under the law to have a receiver appointed. All expenses incurred by the receiver or his agents shall be a demand obligation of Grantor (which Grantor hereby promises to pay) to Secured Party pursuant to this Mortgage. Any revenues collected by the receiver shall be applied first to the expenses of the receivership, including reasonable attorneys' fees incurred until repaid, and the balance shall be applied toward the Secured Indebtedness or in such other manner as the court may direct. Unless sooner terminated with the express consent of Secured Party, any such receivership will continue until the Secured Indebtedness has been discharged in full, or until title to the Mortgaged Property has passed after foreclosure sale and all applicable periods of redemption have expired.

(h) Payment of Expenses. Grantor shall pay on demand all of the Secured Party's reasonable expenses incurred in any efforts to enforce any terms of this Mortgage, whether or not any lawsuit is filed and whether or not foreclosure is commenced but not completed, including, but not limited to, reasonable legal fees and disbursements, foreclosure costs and title charges, and the same shall be secured by this Mortgage and by all of the other Loan Documents securing all or any part of the Secured Indebtedness.

Section 5.2 Discontinuance of Proceedings. In case Secured Party shall have proceeded to invoke any right, remedy or recourse permitted hereunder or under the other Loan Documents and shall thereafter elect to discontinue or abandon the same for any reason, Secured Party shall have the unqualified right to do so and, in such an event, Grantor and Secured Party shall be restored to their former positions with respect to the Indebtedness Secured hereby, the Loan Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Secured Party shall continue as if the same had never been invoked.

(a) Secured Party may file Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting Grantor or the principals or general partners in Grantor, or their respective creditors or property, Secured Party, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of Secured Party allowed in such proceedings for the entire Secured Indebtedness at the date of the institution of such proceedings and for an additional amount which may become due and payable by Grantor after such date.

(b) Other Rights and Remedies. Generally. Secured Party may (i) surrender the insurance policies maintained under this Mortgage and upon receipt shall apply any unearned premiums as a credit on the Indebtedness Secured hereby and Grantor hereby appoints Secured Party as agent and attorney-in-fact (which is coupled with an interest and is irrevocable) for Secured Party to collect such premiums, and (ii) exercise any and all other rights and remedies which Secured Party may have under any Lease, the Loan Documents, or at law or in equity or otherwise.

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Section 5.3 Application of Proceeds. The proceeds of any sale or other disposition of any Collateral or the Mortgaged Property in foreclosure of the liens and security interests evidenced hereby shall be applied:

FIRST, to the payment of all necessary costs and expenses incident to any foreclosure, sale or other disposition of the Collateral and/or the Mortgaged Property in connection with this Mortgage and all legal expenses, court costs and charges of every character in the event the Mortgaged Property is foreclosed by suit including, but not limited to, the costs of any appraisals of the Mortgaged Property obtained by Secured Party, all costs of receivership for the Mortgaged Property advanced by Secured Party, all reasonable attorneys' and consultants' fees incurred by Secured Party, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimates as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies and similar data and assurances with respect to title, as Secured Party may deem necessary either to prosecute such suit or to evidence to bidders at any sales that may be had pursuant to such proceedings the true condition of the title to or the value of the Mortgaged Property;

SECOND, to all other items which, under the terms hereof, constitute a part of the Secured Indebtedness additional to that evidenced by the Note;

THIRD, to the payment of the Secured Indebtedness (including specifically without limitation the principal, accrued interest and attorneys' fees due and unpaid on the Note and the amounts due and unpaid and owed to Secured Party under this Mortgage) in such manner and order as Secured Party may elect; and

FOURTH, the remainder, if any there shall be, shall be paid to Grantor, or to Grantor's successors or assigns, or such other persons as may be entitled thereto by law; provided, however, that if Secured Party is uncertain which person or persons are so entitled, Secured Party may interplead such remainder in any court of competent jurisdiction, and the amount of any attorneys' fees, court costs and expenses incurred in such action shall be deemed to be a portion of the Secured Indebtedness, reimbursable (without limitation) from such remainder.

Section 5.4 Secured Party as Purchaser. Secured Party shall have the right to become the purchaser at any private or public sale of any of the Collateral or Mortgaged Property, and any Secured Party purchasing at any such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the Secured Indebtedness owing to such Secured Party, or if such Secured Party holds less than all of such indebtedness the pro rata part thereof owing to such Secured Party, accounting to all other mortgagees not joining in such bid in cash for the portion of such bid or bids apportionable to such non-bidding mortgagee or mortgagees.

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Section 5.5 Foreclosure as to Matured Debt. Upon the occurrence of a Default, Secured Party shall have the right to proceed with foreclosure of the liens and security interests hereunder as to any of the Mortgaged Property without declaring the entire Secured Indebtedness due; and any such sale shall not in any manner affect the unmatured part of the Secured Indebtedness nor any remaining Mortgaged Property, but as to such unmatured part this Mortgage shall remain in full force and effect just as though no sale had been made. The proceeds of such sale shall be applied as provided in Section 5.3 except that the amount paid under clause SECOND thereof shall be only the matured portion of the Secured Indebtedness and any proceeds of such sale in excess of those provided for in clauses FIRST and SECOND (modified as provided above) shall be applied to the prepayment (without penalty) of any other Secured Indebtedness in such manner and order and to such extent as Secured Party deems advisable, and the remainder, if any, shall be applied as provided in clause THIRD of Section 5.3 hereof. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Secured Indebtedness.

Section 5.6 Remedies Cumulative. All remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other remedies existing at law or in equity, and Secured Party shall, in addition to the remedies provided herein or in any other Loan Document, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the Secured Indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other Loan Document or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

Section 5.7 Secured Party's Discretion as to Security. Secured Party may resort to any security given by this Mortgage or to any other security now existing or hereafter given to secure the payment of the Secured Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Secured Party in its sole and uncontrolled discretion, and any such action shall not in any way be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Mortgage.

Section 5.8 Grantor's Waiver of Certain Rights. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or redemption, and Grantor, for Grantor, Grantor's successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Secured Indebtedness, notice of election to mature or declare due the whole of the Secured Indebtedness and all rights to a marshaling of assets of Grantor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. Grantor shall not have or assert any right under any statute or

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rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of the Secured Party under the terms of this Mortgage to a sale of the Mortgaged Property for the collection of the Secured Indebtedness without any prior or different resort for collection, or the right of the Secured Party under the terms of this Mortgage to the payment of the Secured Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's successors or assigns or any other persons claiming any interest in the Mortgaged Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

Section 5.9 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Grantor or Grantor's successors or assigns are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

Section 5.10 Multistate Transaction. The Indebtedness Secured in part by this Mortgage are secured by mortgages and/or deeds of trust encumbering and conveying lands and other property and/or leasehold interests therein in other states as more particularly described in the Loan Agreement, all of which mortgages and/or deeds of trust, including this instrument, being hereafter referred to as "the mortgage instruments."

It is understood and agreed that all of the properties of all kinds conveyed or encumbered by the mortgage instruments are security for the Secured Indebtedness without allocation of any one or more of the parcels or portions thereof to any portion of the Secured Indebtedness less than the whole amount thereof unless so stated in said mortgage instruments.

It is specifically covenanted and agreed that Secured Party may proceed, at the same or at different times, to foreclose said mortgage instruments, or any of them, by any proceedings appropriate in the state where any of the land lies, and that no event of enforcement taking place in any state including, without limiting the generality of the foregoing, and pending foreclosure, judgment or decree of the foreclosure, foreclosure sale, rents received, possession taken, deficiency judgment or decree, or judgment taken on the Secured Indebtedness, shall in any way state, preclude or bar enforcement of the mortgage instruments or any of them in any

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other state, and that Secured Party may pursue any or of all its remedies to the maximum extent permitted by state law until all of the Secured Indebtedness now or hereafter secured by any or all of the mortgage instruments has been paid and discharged in full.

Neither Grantor, nor any person claiming under Grantor, shall have or enjoy any right to marshalling of assets, all such right being hereby expressly waived as to Grantor and all persons claiming under him, including junior lienholders. No release of personal liability of any person whatever and no release of any portion of the property now or hereafter subject to the lien of any of the mortgage instruments shall have any affect whatever by way of impairment or disturbance of the lien or priority of any of said mortgage instruments. Any foreclosure or other appropriate remedy brought in any of the states aforesaid may be brought and prosecuted as to any part of the mortgaged security, wherever located, without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other land subject to the lien of said mortgage instruments or any of them.

ARTICLE VI

Miscellaneous

Section 6.1 Scope of Mortgage. This Mortgage is a mortgage and security interest of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

Section 6.2 Effective as a Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing for purposes of Article 9 of the Alabama Uniform Commercial Code covering all goods which are or are to become fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. The fixture filing covers all goods that are or are to become affixed to the Land or Leasehold Land. The goods are described by item or type in Section 1.2 and Section1.3. The Grantor is the debtor, and the Secured Party is the secured party. The record holder of the lessee's interest in the Ground Lease described in Exhibit A attached hereto is Grantor. This Mortgage shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the Alabama Uniform Commercial Code, as amended, and similar provisions (if any) of the Uniform Commercial Code as enacted in any other state where the Mortgaged Property is situated which arise out of the sale at the wellhead or minehead of the wells or mines located on the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property is situated. This Mortgage shall also be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The name, mailing address, type of organization, and jurisdiction of organization of the Grantor for purposes of this financing statement is as set forth for the Grantor in Section 1.1 of Article I hereof, and the name and mailing address of the Secured Party for purposes of this financing statement is as set forth for

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the Secured Party in the definition of "Secured Party" in Section 1.1 of Article I hereof. Grantor's organizational identification number is on Schedule I.

Section 6.3 Reproduction of Mortgage as Financing Statement. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in Section 6.2.

Section 6.4 Notice to Account Debtors. In addition to the rights granted elsewhere in this Mortgage, Secured Party may at any time during the existence of a Default, or event which with the giving of notice or passage of time, or both, could become a Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Secured Party directly.

Section 6.5 Waiver by Secured Party. Secured Party may at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Grantor with any covenant herein made by Grantor to the extent and in the manner specified in such writing; (b) consent to Grantor's doing any act which hereunder Grantor is prohibited from doing, or to Grantor's failing to do any act which hereunder Grantor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property or any interest therein from the lien and security interest of this Mortgage; or (d) release any party liable, either directly or indirectly, for the Secured Indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Secured Party hereunder except to the extent specifically agreed to by Secured Party in such writing.

Section 6.6 No Impairment of Security. The lien, security interest and other security rights of Secured Party hereunder shall not be impaired by any indulgence, moratorium or release granted by Secured Party including, but not limited to, any renewal, extension or modification which Secured Party may grant with respect to any Secured Indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Secured Party may grant in respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any Secured Indebtedness. The taking of additional security by Secured Party shall not release or impair the lien, security interest or other security rights of Secured Party hereunder or affect the liability of Grantor or of any endorser, guarantor or surety, or improve the right of any junior lienholder in the Mortgaged Property (without implying hereby Secured Party's consent to any junior lien).

Section 6.7 Acts Not Constituting Waiver by Secured Party. Secured Party may waive any Default without waiving any other prior or subsequent Default. Secured Party may remedy any Default without waiving the default remedied. Neither failure by Secured Party to exercise, nor delay by Secured Party in exercising, any right, power or remedy upon any Default shall be construed as a waiver of such Default or as a waiver of the right to exercise any

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such right, power or remedy at a later date. No single or partial exercise by Secured Party of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Grantor therefrom shall in any event be effective unless the same shall be in writing and signed by Secured Party and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Grantor in any case shall of itself entitle Grantor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the Secured Indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Secured Party in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Secured Party of any payment in an amount less than the amount then due on any Secured Indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a Default hereunder.

Section 6.8 Grantor's Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Grantor, Secured Party may, without notice to Grantor, deal with such successor or successors in interest with reference to this Mortgage and to the indebtedness secured hereby in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Mortgaged Property, no forbearance on the part of Secured Party, and no extension of the time for the payment of the indebtedness secured hereby given by Secured Party shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Grantor hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Grantor agrees that it shall be bound by any modification of this Mortgage or any of the other Loan Documents made by Secured Party and any subsequent owner of the Mortgaged Property, with or without notice to Grantor, and no such modifications shall impair the obligations of Grantor under this Mortgage or any other Loan Document. Nothing in this Section shall be construed to imply Secured Party's consent to any transfer of the Mortgaged Property.

Section 6.9 Place of Payment; Forum. All Secured Indebtedness which may be owing hereunder at any time by Grantor shall be payable at the place designated in the Notes (or if no such designation is made, at the address of Secured Party as set forh in Section 1.1 of Article I hereof). Grantor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any New York state court, or any United States federal court, sitting in the Southern District of New York, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Mortgaged Property is located, over any suit, action or proceeding arising out of or

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relating to this Mortgage or the Secured Indebtedness. Grantor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any New York state court, or any United States federal court, sitting in the Southern District of New York may be made by certified or registered mail, return receipt requested, directed to Grantor at its address stated in this Mortgage, or at a subsequent address of which Secured Party received actual notice from Grantor in accordance with this Mortgage, and service so made shall be complete five (5) days after the same shall have been so mailed.

Section 6.10 Subrogation to Existing Liens. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Secured Party at Grantor's request, and Secured Party shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the Secured Indebtedness, but the terms and provisions of this Mortgage shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Secured Party is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Secured Party, Grantor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness.

Section 6.11 Application of Payments to Certain Indebtedness. If any part of the Secured Indebtedness cannot be lawfully secured by this Mortgage or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Mortgage.

Section 6.12 Reserved.

Section 6.13 Release of Mortgage. If all of the Secured Indebtedness be paid and all of the covenants, warranties, undertakings and agreements made in this Mortgage are performed, and all obligations, if any, of Secured Party for further advances have been terminated, then, and in that event only, all rights under this Mortgage shall terminate (except to the extent expressly provided herein with respect to indemnifications and other rights which are to continue following the release hereof) and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Secured Party in due form at Grantor's cost. Without limitation, all provisions herein for indemnity of Secured Party shall survive discharge of the Secured Indebtedness and any foreclosure, release or termination of this Mortgage.

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Section 6.14 Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing (including by facsimile transmission) and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made (a) in the case of delivery by hand, when delivered, (b) in the case of delivery by mail, three Business Days after being deposited in the mails, postage prepaid, or (c) in the case of delivery by facsimile transmission, when sent and receipt has been electronically confirmed, addressed as specified herein or to such other address as may be hereafter notified by the respective parties hereto.

Section 6.15 Invalidity of Certain Provisions. A determination that any provision of this Mortgage is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Mortgage to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 6.16 Gender; Titles; Construction; Capitalized Terms. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Mortgage and not to any particular Article, Section, paragraph or provision. Words importing persons shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons. All capitalized terms used in this Mortgage, but not defined herein shall possess the same meaning as they were given in the Loan Agreement.

Section 6.17 Recording. Grantor forthwith upon the execution and delivery of this Mortgage and thereafter, from time to time, will cause this Mortgage and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Secured Party in, the Mortgaged Property. Grantor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Notes, this Mortgage, the other Loan Documents, any note, Mortgage or mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and, with the exception of income, franchise or similar taxes, all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Mortgage, any Mortgage

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or mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 6.18 Secured Party as Mortgagee. All persons dealing with the Mortgaged Property (other than Grantor) shall be entitled to assume that Secured Party is the only Secured Party, and may deal with Secured Party (including without limitation accepting from or relying upon full or partial releases hereof executed by Secured Party only) without further inquiry as to the existence of other mortgagees, until given actual notice of facts to the contrary or until this Mortgage is supplemented or amended of record to show the existence of other mortgagees.

Section 6.19 Reporting Compliance. Grantor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Notes and secured by this Mortgage which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Secured Party to furnish Secured Party with evidence of such compliance.

Section 6.20 Grantor. Unless the context clearly indicates otherwise, as used in this Mortgage, "Grantor" means the grantors named in Section 1.1 hereof or any of them. The obligations of Grantor hereunder (if Grantor consists of more than one person) shall be joint and several. If any mortgagor, or any signatory who signs on behalf of any Grantor, is a corporation, partnership or other legal entity, Grantor and any such signatory, and the person or persons signing for it, represent and warrant to Secured Party that this instrument is executed, acknowledged and delivered by Grantor's duly authorized representatives. If Grantor is an individual, no power of attorney granted by mortgagor herein shall terminate on Grantor's disability.

Section 6.21 Execution. This Mortgage may have been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Mortgage, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Mortgage shall be deemed to be the date reflected on the first page hereof.

Section 6.22 Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the heirs, devisees, representatives, successors and assigns of Grantor, and shall inure to the benefit of Secured Party and its successors, substitutes and assigns and shall constitute covenants running with the Land. All

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Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

references in this Mortgage to Grantor, or Secured Party shall be deemed to include all such heirs, devisees, representatives, successors, substitutes and assigns.

Section 6.23 Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any party.

Section 6.24 No Partnership, etc. The relationship between Secured Party and Grantor is solely that of lender and borrower. Secured Party has no fiduciary or other special relationship with Grantor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Grantor and Secured Party or in any way make Secured Party a co-principal with Grantor with reference to the Mortgaged Property. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

Section 6.25 Future Advances. The indebtedness secured by this Mortgage has been or will be advanced to theGrantor by theSecured Party from time to time in accordance with the Loan Documents. IT IS THE INTENT OF THE GRANTOR AND SECURED PARTY THAT THIS MORTGAGE SECURES ALL PRESENT AND FUTURE LOAN DISBURSEMENTS (INCLUDING OPTIONAL AND PROTECTIVE FUTURE ADVANCES) MADE BY THESecured Party UNDER THE NOTE, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS. This Mortgage shall secure such future advances as may be made by theSecured Party, at its option and for any purpose within twenty-five (25) years from the date of this Mortgage. Such future advances to be secured hereby shall include, but not be limited to advances for the purpose of paying interest and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest and shall be secured hereby regardless of which such future advances were or are to be as may be made at the sole option of Secured Party. All such future advances shall be included within the terms "Secured Indebtedness" and "indebtedness secured hereby", shall be secured to the same extent as if made on the date of the execution of this Mortgage, and shall take priority as to third persons without actual notice from the time this Mortgage is filed for record as provided by law. Without the prior written consent of Secured Party, which Secured Party may grant or withhold in its sole discretion,Grantor shall not file for record any notice limiting the maximum principal amount that may be secured by this Mortgage to a sum less than the maximum principal amount set forth in this paragraph.

Section 6.26 Time of Essence. Time shall be of the essence in this Mortgage with respect to all of Grantor's obligations hereunder.

Section 6.27 APPLICABLE LAW. THIS MORTGAGE, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY

County: Shelby
State: Alabama
CH1 3320381v5

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ALABAMA LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

Section 6.28 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Grantor and Secured Party with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Grantor and Secured Party with respect to the matters addressed in the Loan Documents. Grantor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Secured Party to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in such Loan Documents.

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6.29 Maximum Principal Indebtedness. Notwithstanding anything to the contrary contained herein: (i) the maximum principal amount of the indebtedness secured hereby (the "Principal Obligations") shall not exceed 125% of the appraised value of the property in Alabama (the "Maximum Principal Amount") at any one time outstanding; (ii) the Maximum Principal Amount of the Principal Obligations secured by this Mortgage shall be deemed to be the first Secured Indebtedness to be advanced and the last Secured Indebtedness to be repaid; (iii) the security afforded by this Mortgage for the Secured Indebtedness shall not be reduced by any payments or other sums applied to the reduction of the Secured Indebtedness so long as the total amount of outstanding Principal Obligations exceeds the Maximum Principal Amount and thereafter shall be reduced only to the extent that any such payments and other sums are actually applied bySecured Party, in accordance with the Loan Agreement, to reduce the outstanding Principal Obligations to an amount less than the Maximum Principal Amount; (iv) if at any time after the reduction of the Principal Obligations to an amount less than the Maximum Principal Amount, Principal Obligations should subsequently be incurred that increase the total outstanding Principal Obligations to an amount equal to or exceeding the Maximum Principal Amount, the security afforded by this Mortgage shall thereupon be increased to the maximum Principal Amount; and (v) the limitation contained in this section on the Maximum Principal Amount shall only pertain to Principal Obligations and shall not be construed as limiting the amount of interest, fees, expenses, indemnified amounts and other Secured Indebtedness secured hereby that are not Principal Obligations, it being the intention of the parties to this Mortgage that this Mortgage shall secure any Principal Obligations remaining unpaid at the time of foreclosure up to the Maximum Principal Amount, plus interest thereon, all costs of collection and all other amounts (except Principal Obligations in excess of the Maximum Principal Amount) included in the Secured Indebtedness.

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Section 6.30 Headings, Etc. The headings and captions of various Sections of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.31 Limitation on Agent's Responsibility. No provision of this Mortgage shall operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon the Secured Party nor shall it operate to make the Secured Party responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other Person, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Secured Party a "mortgagee in possession."

Section 6.32 Ground Lease Provisions. If any portion of the Mortgaged Property consists of Grantor's interest under a Ground Lease, then the following provisions shall apply:

1. No Merger of Fee and Leasehold Estates. So long as any portion of the Secured Indebtedness shall remain unpaid, unless Secured Party shall otherwise consent, the fee title to the Mortgaged Property and the leasehold estate under the Ground Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Grantor, Secured Party or any other person by purchase, operation of law or otherwise.

2. Grantor's Acquisition of Fee Estate. If Grantor shall become the owner of fee title to the Mortgaged Property, then the lien of this Mortgage shall be spread to cover such fee title, which shall be deemed to be included in the Mortgaged Property. Grantor agrees, at its sole cost, including, without limitation, Secured Party's reasonable attorneys' fees, to (i) execute all documents necessary to subject its fee title to the Premises to the lien of this Mortgage; and (ii) provide to Secured Party a title insurance policy insuring that the lien of this Mortgage is a first lien on such fee title.

3. Rejection or Termination of the Ground Lease.

(a) If the Ground Lease is terminated upon the rejection or disaffirmance thereof pursuant to the Bankruptcy Code or any other law affecting creditor's rights, then (i) Grantor, immediately after obtaining notice thereof, shall give notice thereof to Secured Party, (ii) Grantor, without the prior written consent of Secured Party, shall not elect to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code or any comparable federal or state statute or law, and any election by Grantor made without such consent shall be void, and (iii) this Mortgage, the Loan Agreement and all the liens and provisions hereof and of the Loan Agreement shall extend to and cover Grantor's possessory rights under Section 365(h) of the Bankruptcy Code and to any claim for damages due to the rejection or termination of the Ground Lease. Grantor hereby assigns irrevocably to Secured

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Shelby Cnty Judge of Probate,AL
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Party Grantor's rights to treat the Ground Lease as terminated pursuant to Section 365(h) of the Bankruptcy Code and to offset rents under the Ground Lease in the event any case, proceeding or other action is commenced by or against the Ground Lessor under the Bankruptcy Code or any comparable federal or state statute or law; provided that Secured Party shall not exercise such rights and shall permit Grantor to exercise such rights with the prior written consent of Secured Party, not to be unreasonably withheld or delayed, unless an Event of Default shall have occurred and be continuing.

(b) Grantor hereby assigns to Secured Party Grantor's rights under Section 365 of the Bankruptcy Code or any comparable federal or state statute or law, in any case, proceeding or other action commenced by or against Grantor under the Bankruptcy Code or comparable federal or state statute or law, (i) to reject the Ground Lease and (ii) to seek an extension of the period within which to accept or reject the Ground Lease. At Secured Party's request, Grantor shall assign its interest in the Ground Lease to Secured Party in lieu of rejecting the Ground Lease, upon receipt by Grantor of written notice from Secured Party of such request, together with Secured Party's agreement to cure any existing defaults of Grantor under the Ground Lease that are reasonably susceptible of being cured by Secured Party.

(c) If the Ground Lease is terminated upon the rejection or disaffirmance thereof pursuant to the Bankruptcy Code or any other law affecting creditor's rights, then any property not removed by Grantor as permitted or required by the Ground Lease shall, at the option of Secured Party, be deemed abandoned by Grantor; provided that Secured Party may remove any such property required to be removed by Grantor pursuant to the Ground Lease, and all costs and expenses of such removal shall be paid by Grantor within five days of receipt by Grantor of an invoice therefor.

(d) Notwithstanding anything to the contrary contained herein, if the Ground Lease is terminated for any reason prior to the natural expiration of its term, and if, pursuant to the provisions of the Ground Lease or otherwise, Secured Party or its designee acquires another lease of the Mortgaged Property, Grantor shall have no right, title or interest in or to such other lease or the leasehold estate created thereby.

Section 6.33 Omitted.

Section 6.34 Last Dollar. This instrument secures only a portion of the indebtedness owing or which may become owing by Grantor to Secured Party. The parties agree that any payments or repayments of such indebtedness by Grantor shall be deemed to apply first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be deemed secured hereby.

Section 6.35 Replacement Documents. Upon receipt of an affidavit of an officer of Secured Party as to the loss, theft, destruction or mutilation of any of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note(s) or other Loan Document, Grantor will issue, in lieu

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Shelby Cnty Judge of Probate,AL
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thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

Section 6.36 Waiver of Notice. To the extent permitted by applicable law, Grantor shall not be entitled to any notices of any nature whatsoever from Secured Party except with respect to matters for which this Mortgage or the other Loan Documents specifically and expressly provide for the giving of notice by Secured Party to Grantor and except with respect to matters for which Secured Party is required by applicable law to give notice, and Grantor hereby expressly waives the right to receive any notice from Secured Party with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Secured Party to Grantor.

Section 6.37 Waiver of Statute of Limitations. To the extent permitted by applicable law, Grantor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment and performance of its Obligations.

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Shelby Cnty Judge of Probate,AL
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IN WITNESS WHEREOF, this instrument is executed by Grantor as of the date first written on page 1 hereof.

Signed, sealed and delivered in the

presence of:

GRANTOR:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

By: _____
Name: **Melissa J. Buda**
Title: **Assistant General Counsel**
Real Estate

_____
Witness #1

_____
Witness #2 Claudia Henry

County: Shelby
State: Alabama
CH1 3320381v5

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Shelby Cnty Judge of Probate, AL
03/14/2006 10:05:37AM FILED/CERT

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 13th day of Sept, 2005 by Melissa J. Buda, member (or agent) on behalf of Global Signal Acquisitions II LLC, a limited liability company. He/she is personally known to me or has produced _____ as identification.

Signature: Kimberly G Swartz

Name (printed, typed or stamped): _____

KIMBERLY G. SWARTZ
MY COMMISSION EXPIRES
MAY 24, 2008
#DD293562
Bonded through 1st State Insurance
NOTARY PUBLIC, STATE OF FLORIDA

County: Shelby
State: Alabama
CH1 3320381v5

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Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

SCHEDULE I

Site Names and ID Numbers

State: Alabama
County: Shelby

Global Signal Acquisitions II LLC's Organizational Identification Number: 2535091

Maturity Date: Not beyond January 1, 2013

Maximum Principal Indebtedness:

SITE NAME	ID NUMBER (workspace)(cascade)(GSI)(connection)
ARMSTRONG	(0338) (BI03XC068) (3016275) (10622636)
BURNETT	(0299) (BI03XC005) (3016236) (10622637)
CHENAULT	(0312) (BI03XC024) (3016249) (10622638)
HENSON	(0335) (BI03XC065) (3016272) (10622640)
KENT	(0340) (BI03XC070) (3016277) (10622642)
KIRKLAND	(0346) (BI03XC079) (3016283) (10622643)
LUCAS	(0344) (BI03XC077) (3016281) (10622645)
MILLER (VINCENT)	(0336) (BI03XC066) (3016273) (10622646)
NEWLL	(0331) (BI03XC054) (3016268) (10622647)
PAYNE (ALABASTER)	(0347) (BI03XC081) (3016284) (10622648)
VEREEN	(0339) (BI03XC069) (3016276) (10622650)
YEAGER	(0367) (BI03XC116) (3016304) (10622651)

20060314000118060 31/46 $147.00
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03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 09-203-1-00-05.000

A lease by and between Aubrey Lee Armstrong, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 4/15/1997 in Instrument No. 1997-11562.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

40' Ingress/Egress & Utility Easement
An easement situated in the northwest quarter of the northeast quarter of section 3, Township 19 south, Range 1 west, Shelby County Alabama, being more particularly described as follows:

Commence at the southeast corner of the northwest quarter of the northeast quarter section 3, Township 19 south, Range 1 west and run north 00°45'51" west along the east boundary of said quarter-quarter section for a distance of 869.03 feet to a point; thence run south 89°14'09" west for a distance of 51.51 feet to a point, said point being the point of beginning of the centerline of an Ingress/Egress and Utility easement that lies 20 feet either side of herein described centerline; thence run south 46°19'38" west for a distance of 114.33 feet to a point; thence run south 88°53'38" west for a distance of 66.77 feet to a point; thence run north 71°22'26" west for a distance of 132.98 feet to a point; thence run south 69°05'15" west for a distance of 132.50 feet; thence run south 88°53'38" west for a distance of 235.72 feet to a point, said point being the terminus of easement

40' Ingress/Egress & Utility Easement
An easement situated in the northwest quarter of the northeast quarter of section 3, Township 19 south, Range 1 west, Shelby County Alabama, being more particularly described as follows:

Commence at the southeast corner of the northwest quarter of the northeast quarter section 3, Township 19 south, Range 1 west and run north 00°45'51" west along the east boundary of said quarter-quarter section for a distance of 772.00 feet to a point; thence run south 88°53'38" west for a distance of 687.46 feet to a point; thence run north 01°06'23" west for a distance of 10.00 feet to a point, said point being the point of beginning of the centerline of an ingress and egress easement that lies 10 feet either side of herein described centerline; thence run south 88°53'38" west for a distance of 351.67 feet to the east right of way of New Dunnavant Volley Road. Shelby County Road #41 to 80' right of way said point being the terminus of easement

Lease Parcel Description
A parcel of land situated in the northwest quarter of the northeast quarter of Section 3, Township 19 south, Range 1 west, Shelby County Alabama, being more particularly described as follows:

Commence at the southeast corner of the northwest quarter of the northeast quarter section 3, Township 19 south, Range 1 west and run north 00°45'51" west along the east boundary of said quarter-quarter section for a distance of 869.03 feet to a point; said point being the point of beginning; thence run south 89°14'09"west for a distance of 100.00 feet to a point; thence run north 00°45'51" west for a distance of 100.00 feet to a point; thence run north 89°14'09" east for a distance of 100.00 feet to a point; thence run south 00°45'51" east for a distance of 100.00 feet to a point said point being the point of beginning.

Said Parcel contains 0.23 acres.

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03/14/2006 10:05:37AM FILED/CERT

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622636

20060314000118060 33/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 22-354-015-001-001-RR

A lease by and between Interstate Brands Corporation, a Delaware corporation, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 5/14/1997 in Book 9705, Page 9305.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

A portion of Block 248, Elyton Land Company's Survey of Birmingham, nor recorded and not available for recordation, and situated in the SE 1/4 of the SE 1/4 of Section 35, Township 17 South, Range 3 West, Jefferson County, Alabama, being more particularly described as follows:

Begin at the intersection of the Southwesterly Right-of-Way line of the 13th Street and the Northwest Right-of-Way of the 1st Avenue South; thence in a Southwesterly direction along the Northwest Right-of-Way line of said 1st Avenue South a distance of 400.00 feet to the intersection of said right-of-way line and the Northeast Right-of-Way line of 12th Street; thence 89°57'47" to the right in a Northwesterly direction along the Northeast Right-of-Way line of said 12th Street a distance of 360.92 feet to a cut cross at the intersection of said right-of-way line and the Southeast Right-of-Way line of a CSX Railroad, said point being on a curve to the right having a radius of 2814.93 feet and a central angle of 4°23'40"; thence 73°19'50" to the right (Angle Measure to Tangent) in a Northeasterly direction along said CSX Railroad Right-of-Way line and along the arc of said curve a distance of 215.89 feet to a set rebar at the P.T. (Point of Tangent) of said curve, said point being the intersection of said right-of-way line and the Southeast Right-of-Way line of a Southern Railway System Railroad; thence 12°18'43" to the right (Angel Measured to Tangent) in a Northeasterly direction along said Southern Railway System Right-of-Way line a distance of 191.27 feet to a cut cross at the intersection of said right-of-way line and the Southwest Right-of-Way line of 13th Street; thence 89°59'57" to the right in a Southeasterly direction along said 13th Street Right-of-Way line a distance of 415.00 feet to the Point of Beginning.

Containing 160, 701 square feet or 3,689 acres.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622637

20060314000118060 34/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 10-9-31-2-001-007-000

A lease by and between Unison Site Management, LLC, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 5/22/1997 in Instrument No. 1997-15990.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

LEASE PARCEL:

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 31, Township 19 South, Range 2 West Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Block 2 of the Cahoba Valley Parkway Business Park North, as recorded in Map Book 13, Page 140, Office of the Judge of Probate, Shelby County, Alabama; thence run North 1°15'24" West for a distance of 191.42 feet to a point; thence run South 86°43'00" West for a distance of 521.87 feet to a point; said point being the Point of Beginning; thence run South 1°15'24" East for a distance of 50.65 feet to a point on the north right-of-way line of Morgan Park Drive: thence run on a curve to the left having a radius of 351.07 feet, an arc length of 68.63 feet and being subtended by a chord bearing North 65°33'23" West with a distance of 68.52 feet; thence run North 0°00'00" West for a distance of 18.14 feet to a point; thence run North 86°42'34" East for a distance of 61.54 feet to a point, said point being the Point of Beginning.

Parcel containing 0.05 acres.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236

Connection Number 10622638

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Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: Property ID#04-4-18-0-000-007.001

A lease by and between Franklin D. Henson and David N. Henson, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 5/13/1997 in Instrument #1997-14913.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

Part of the NW 1/4 of the NE 1/2 and part of the NE 1/4 of the NW 1/4 section 18, Township 13 south, Range 1 East Shelby County Alabama more particularly described as follows: Begin at a point where the north right of way line of Shelby County Highway No. 41 intersects the centerline of Gia House Branch; thence run southwesterly along the right of way line of Shelby County Highway No. 41 a distance of 502.0 to a point; thence turn an interior angle to the right of 59 deg. 40 min. which angle would be an angle of 80 deg. And 20 min and run thence in a northwesterly direction to a point on the either most boundary of the Satterwhite Property; thence turn to the right and run northeasterly along the Satterwhite property to a point where the same intersects northern boundary of the NE 1/4 of the NW 1/2 NW; thence easterly along the northern boundary of the NE 1/2 of the NW 1/4 and the northern boundary of the NW 1/4 of the NE 1/4 to a point in the center of Gia House Branch; thence turn to the right and run southeasterly along the centerline of Gia House Branch to the point of beginning.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622640

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Shelby Cnty Judge of Probate, AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 28-2-03-0-000-004-000

A lease by and between J.O. Kent and Patricia R. Kent, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 1/8/1998 in Instrument No. 1998-02757.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A parcel of land located in the Northwest Quarter and the Northwest Quarter of Section 3, Township 22 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northwest Corner of Section 3, Township 22 South, Range 2 West, thence with the North line of said section run South 88°24'35" East for a distance of 7999.11 feet to a point thence run South 01°35'25" West for a distance of 170.00 feet to a point of Beginning;
Thence run South 88°24'35" East for a distance of 100.00 feet to a point;
Thence run South 01°35'25" West for a distance of 100.00 feet to a point:
Thence run North 88°24'35" East for a distance of 100.00 feet to the point of Beginning, said Parcel contains.023 acres.

40' Ingress/ Egress & Utility Easement

An easement situated in the Northwest Quarter and the Southwest Quarter of Section 3, Township 22 South Range 2 West, Shelby County. Alabama and being more particularly as follows:

Commence at the Northwest Corner of Section 3, Township 22 South
Range 2 West, thence with the north line of said section run south
88° 24' 35" East for a distance of 799.11 feet to a point; thence run South 01° 35' 25" West for a distance of 270.00 feet to a point, thence run South 88° 24' 35" East for a distance of 35.84 feet to the point of beginning of the centerline of Ingress/Egress and Utility Easement that lies 20 feet either side of said centerline as described herein; thence run south 16° 10' 59" West for a distance of 235.75 feet to a point; thence run South 05° 54' 13" West for a distance of 44.10 feet to a point; thence
run south 13° 21 52" West for a distance of 219.61 feet to a point; thence run South 16° 18' 10" West for a distance of 241.62 feet to a point; thence run South 08° 44' 47" West for a distance of 50.48 feet to a point; thence run south 11° 43' 40" West for a distance of 154.82 feet to a point; thence run South 07° 45' 55" West for a distance of 51.13 feet to a point; thence run South 11° 41' 40" West for distance of 145.79 feet to a point; thence run South 19° 37' 21 West for a distance of 45.86 feet to a point; thence run South 17° 44' 41" West for a distance of 151.11 feet to a point; thence run South 27°50'17" West for a distance of 36.63 feet to a point; thence run South 38° 48' 13" West for a distance of 47.77 feet to a point; thence run South, 34° 40' 02" West for a distance of 49.93 feet to a point; thence run South 21° 43' 27" West for a distance of 52.88 feet to a point; thence run South 15° 15' 18" West for a distance of 48.13 feet to a point; thence run South 02° 13' 11" West for a distance of 49.54 feet to a point; thence run South 15° 53' 14" West for a distance of 51.87 feet to a point; thence run South 22° 27' 05" West for a distance of 50.25 feet to a point; thence run south; 35° 00' 35" West for a distance of 101.68 feet to a point; thence run south 36° 59' 09" West for distance of 151.82 feet to a point; thence run South, 16° 36' 52" West for a distance of 49.66 feet to apoint; thence run South04° 50' 12" West for distance of 50.07 feet to a point; thence run South 18° 26' 06" West for distance of 97.06 feet to a point; thence run South 30° 44' 08" West for a distance of 49.56 feet to a point thence run South 38° 26' 37" West for a distance of 105.51 feet to a point thence run South 51° 44' 10" west for a distance of 52.05 feet to a point thence run North 89° 44' 04" West for a distance of 16.62 feet to a point on the eastern right of way line of Burron Drive, as recorded in Deed Book 286 page 338 said point of being the terminus of easement.

20060314000118060 37/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622642

20060314000118060 38/46 $147.00
Shelby Cnty Judge of Probate, AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 17-1-01-0-000-030.002

A lease by and between Cynthia I. Kirkland and Arnold L. Kirkland. Sr., as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 12/2/1997 in Instrument No. 1997-39055.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

The north 1/2 of the NW 1/4 of the SE 1/4 Section 1, Township 20 South, Range 2 East, Shelby County, Alabama.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622643

20060314000118060 39/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 09-9-31-0-000-002-001

A lease by and between Sylvia R. Cox Lucas, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 4/10/1997 in Instrument No. 1997-11179.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Estate, said lease area being a portion of the following described parent parcel:

Commence at the Northwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 31, Township 19 South, Range 1 West, Shelby County, Alabama, Thence Easterly along the North Line of said Quarter Section 268.57 to the Point of beginning of the property being described, Thence continue along said north line of said 1/4-1/4 section 1,057.74' to a point on the North Right of Way of Shelby County Highway Number 11, Thence 189 degrees 30 minutes to the right and southwesterly along said north right of way line 911.70' to a point, Thence 90 degrees 0 minutes to the right and northwesterly 536.84' to the point of beginning, containing 5.62 acres.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622645

20060314000118060 40/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 05-7-35-0-0001-007.002

A lease by and between Harold A. Miller and Julia Faye Miller, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 5/13/1997 in Instrumetn No. 1997-14912.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A parcel of land situated in the Southwest Quarter of the SW/4 of the SW/4 of Section 35, T185, R2E, the NW/4 of the NE/4 of the NE/4 of the NW/4 of Section 2, T19S, R2E, Shelby County, Alabama, being more particularly described as follows:

Commence at the NE Corner of Section 2, T19S, R2E, and run South 89°51'45" West along the north boundary of Section 2 for a distance of 2436.76 feet to a point said point being the POINT OF BEGINNIN, thence run South 1°56'46" East for a distance of114.15 feet to a point; thence run South 88°03'14" West for a distance of 338.95 feet to a point; thence run North 1°56'46" West for a distance of 124.70 feet to a point, thence run 89°47'09" East for a distance of 115.42 feet to a railroad spike; thence run North 1°56'46" West for a distance of 189.29 feet to a point; thence run North 88°03'14" East for a distance of 223.58 feet to a point thence run South 1°56'46" East for a distance of 196.35 feet to a point; said point being the Point of beginning.

40' Ingress, Egress and Utility Easement

An easement situated in the S/2 of the SE/4 of Section 35, T18S, R2E and the NW/4 of NE/4 of Section 2, T19S, R2E, Shelby County Alabama, being more particularly described as follows:

Commence at the NE Corner of Section2, T19S, R2E run South 8954'45" West along the north boundary of Section 2, for a distance of 2416.75 feet to a point; thence run South 1°56'46" East for a distance of 113.51 feet to a point, said point being the Point of Beginning of the centerline of an Ingress, Egress and Utility Easement that lies 20 feet either side of herein described centerline; thence run North 1°56'46" West for a distance of 242.75 feet to a point; thence run on a curve to the right having a radius of 252.28 feet, an arc length of 103.29 and being subtended by a chord bearing North 21°09'21" East for 102.57 feet to a point; thence run North 33°18'50" East for a distance of 76.69 feet to a point; thence run North 28°27'32" East for a distance of 56.78 feet to a point; thence run North 24°00'08" Eat for a distance of 79.69 feet to a point; thence run North 22°56'13" East for distance of 66.31 feet to a point; thence run North 22°27'34" East for a distance o 73.72 feet to a point; thence run North 27°18'11" East for a distance of 55.37 feet to a point; thence run on a curve to the right having a radius of 533.54 feet, an arc length of 121.15 feet and being subtended by a chord bearing North 34°44'35" East for 120.89 feet to a point; thence run on a curve to the right having a radius of 548.16 feet, an arc length of 198.33 feet and being subtended by a chord bearing North 63°01'37" East for a distance of 197.74 feet to a point; thence run on a curve to the right having a radius of 242.05 feet, an arc length of 134.58 feet and being subtended by a chord bearing North 33°34'18" East for a distance of 132.85 feet to a point; thence run South 76°39'20" East for a distance of 56.57 feet to a point thence run South 75°19'18" East for a distance of 82.00 feet to a point; thence South 80°20'39" East for a distance of 71.72 feet to a point; thence run South 88°28'26" East for a distance of 226.39 feet to a point; thence run North 75°40'36" East for a distance of 67.17 feet to a point; thence run on a curve to the right having a radius of 847.58 feet, an arc length of 147.26 feet and being subtended by a chord bearing North 80°50'52" East for a distance of 147.07 feet to a point; thence North 81°34'32" East for distance of 74.31 feet to a point; thence run North 85°24'17" East for distance of 66.87 feet to a point; thence North 81°51'03" East for a distance of 197.29 feet to the West right of way of U. S. Highway 231 (a 100 foot right of way), said point being the terminus of easement

20060314000118060 41/46 $147.00
Shelby Cnty Judge of Probate, AL
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When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622646

20060314000118060 42/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 098-34-0-0-001-027-001

A lease by and between Dale DeWayne New and Ester Kate New, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreetment recorded 4/10/1997 in Instrument No. 1997-11178.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A parcel of land situated in the Northeast Quarter of the Northeast Quarter of Section 34, Township 19 South, Range 1 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Northeast Section 34, Township 19 South, Range 1 West; thence run South 88 deg 02 min 88 deg 02 min 38 sec West for a distance of 777.10 feet to a point thence run South 01 deg 57 min 22 sec East for a distance of 646.93 feet to a point thence rung South 79 deg 39 min 51 sec West for a distance of 359.10 feet to a point thence run South 10 deg 20 min 09 sec East for a distance of 15.00 feet to the Point of Beginning; thence run South 10 deg 20 min 09 sec East for a distance of 74.54 feet to a points thence run South 79 deg 39 min 51 sec West for a distance of 75.00 feet to a point thence run North 10 deg 20 min 09 sec West for a distance of 75.00 feet to a point; thence run North 79 deg 39 min 51 sec East for a distance of 75.00 feet to the Point of Beginning, Said parcel contains 0.13 acres

An easement of land situated in the Northeast and Northeast Quarter of the Northeast Quarter of Section 34, Township 19 South Range 1 West Shelby County, Alabama, and being more particularly described as follows:
Commence at the Northeast Section 34, Township 19 South, Range 1 West thence run South 88 deg 02 min 38 sec West for a distance of 777.10 feet to a point; thence run South 01 deg 51 min 22 sec East for a distance of 646.93 feet to a point; thence run South 79 deg 39 min 51 sec West for a distance of 359.10 feet to a pint; thence run South 10 deg 20 min 09 sec East for a distance of 149.94 feet to a point thence run South 79 deg 39 min 51 sec West for a distance of 75.00 feet to a point thence run North 10 deg 20 min 09 sec West for a distance of 20.00 feet to the Point of Beginning of the centerline of an Ingress/Egress and utility easement that lies 20 feet at the side of said centerline as described herein thence run South 79 deg 39 min 51 sec West for a distance of 442.30 feet to a point thence run North 80 deg 42 min 24 sec West for a distance of 106.43 feet to a point thence run South 79 deg 44 min 17 sec West for a distance of 47.55 feet to a point thence along a curve to the right with a radius of 1527.69 feet and a central angle of 16 deg 03 min 12 sec for a distance of 428.03 feet to a point thence run South 38 deg 11 min 13 sec West for a distance of 64.66 feet to a point thence run South 09 deg 32 min 13 West for a distance of 41.24 feet to a point on the north right-of-way of County Route 47 having a prescriptive right-of-way of 50 feet, and being the terminus of easement.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622647

20060314000118060 43/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 23-5-16-0-001-011.005

A lease by and between James L. Payne and Glenda K.Payne, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 4/10/1997 in Instrument No. 1997-11102.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

The land referred herein is situated in the State of Alabama, County of Shelby, City of Alabaster described as follows

Site Description:

A parcel of land situated in theNW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian, Shelby County, Alabama, being more particularly described as follows:

Commence at the SE Corner of the NW/4 of the NE/4 of Section 16, T21S, R2W and run N 0° 20' 31" West along the Easterly line of "Payne" property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 10.00 feet to the POINT OF BEGINNING, thence continuing South 89° 39'29" West for a distance of 75.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 75.00 feet thence angle right and run North 89° 39' 29" East for a distance of 75.00 feet thence angle right and run South 0° 20' 31" East for a distance of 75.00 feet to the POUNT OF BEGINNING. Containing 5825 square feet (0.13 acre) more or less.

Easement Description:

A strip of land 40 feet in width for access and utilities situated in the NW/4 of the NE/4 of Section 16, T21S, R3W, Huntsville Meridian Shelby County Alabama lying 20 feet to either side of following described centerline:

Commence at the SE corner of the NW/4 of NE/4 of Section 16 T21S, R3W and run North 0° 20' 31" West along the easterly line of "Payne" Property for a distance of 270.00 feet; thence angle left and run South 89° 39' 29" West for a distance of 85.00 feet; thence angle right and run North 0° 20' 31" West for a distance of 63.08 feet to the POINT OF BEGINNING; thence angle left and run North 41° 53' 39" West for ad distance of 165.88 feet to a point in an existing paved driveway; then angle right and run North 2° 58' 17" West along said driveway of 339.94 feet; thence angle right and run North 0° 15' 47" East for a distance of 133.82 feet; thence angle right and run 13° 48' 37" East for a distance of 34.36 feet to the southerly right of way line of Shelby County Road #26 (Kent Dairy Road) (an 80' right of way) and the ENDING POINT of this centerline.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622648

20060314000118060 44/46 $147.00
Shelby Cnty Judge of Probate, AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 27-2-09-0-000-006.009

A lease by and between Fred T. Vereen and Mildred J. Vereen, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) Memorandum of PCS Site Agreement recorded 4/10/1997 in Instrument No. 1997-11177.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

40' Ingress/Egress & Utility Easement "A"
An easement situated in the Southeast Quarter of the Northwest Quarter of Section 5 Township 22 South Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commerce at the northeast corner of the southeast quarter of the southwest quarter of section 4, township 22 south, range 3 west thence run south 00'32'46"west for a distance of 3212.13 feet to a point on the west right of way line of County Route 15; thence run north 07°08'13" east for a distance of 234.37 feet to the point of beginning of the centerline of an Ingress/Egress & Utility Easement that lies 20 feet either side of said centerline as described herein; thence run north 85°40'20" west for a distance of 70.00 feet to a point; thence run north 75°00'41" west for a distance of 36.06 feet to a point; thence run south 79°36'12" west for a distance of 73.89 feet to a point on the western property line of the Richard Snow parcel and also being the terminus of easement

20' Ingress/Egress & Utility Easement "C"
An easement situated in the Southeast Quarter of the Northwest Quarter of Section 5 Township 22 South Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commerce at the northeast corner of the southeast quarter of the southwest quarter of section 4, township 22 south, range 3 west thence run south 00'32'46"west for a distance of 3212.13 feet to a point on the west right of way line of County Route 15; thence run north 01°04'13" east for a distance of 234.32 feet to thence run north 85°40'20" west for a distance of 70.00 feet to a point; thence run north 75°00'41" west for a distance of 96.06 feet to a point; thence run south 79°36'12" west for a distance of 113.23 feet to a point; thence run south 71°20'20" west for a distance of 73.89 feet to a point; thence run south 71°20'20" west for a distance of 39.03 feet to the point of beginning of an Ingress/Egress & Utility Easement that lies 20 feet south of the line as described herein; thence run south 71°20'20' west for a distance of 114.26 feet to a point; thence run south 34°36'20" west for a distance of 144.31 feet to a point. And also being the terminus of easement.

40' Ingress/Egress & Utility Easement "B"
An easement situated in the Southeast Quarter of the Northwest Quarter of Section 5 Township 22 South Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commerce at the northeast corner of the southeast quarter of the southwest quarter of section 4, township 22 south, range 3 west thence run south 00'32'46"west for a distance of 3212.13 feet to a point on the west right of way line of County Route 15; thence run north 07°08'13" east for a distance of 234.37 feet to thence run north 85°40'20" west for a distance of 70.00 feet to a point; thence run north 75°00'41" west for a distance of 96.06 feet to a point; thence run south 79°36'12" feet for a distance of 73.89 feet to the point

20060314000118060 45/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

of beginning of the centerline of an Ingress/Egress & Utility Easement that lies 20 feet either side of said centerline as described herein; thence run south 79°36'12" west for a distance of 39.34 feet to a point; thence run south 71°20'20" west for a distance of 39.03 feet to a point on the western property line of the Brian Scott Waynis parcel, and also being the terminus of easement.

20' Ingress/Egress & Utility Easement "C"
An easement situated in the Southeast Quarter of the Northwest Quarter of Section 5 Township 22 South Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commerce at the northeast corner of the southeast quarter of the southwest quarter of section 4, township 22 south, range 3 west thence run south 00'32'46"west for a distance of 3212.13 feet to a point on the west right of way line of County Route 15; thence run north 01°04'13" east for a distance of 234.32 feet to thence run north 85°40'20" west for a distance of 70.00 feet to a point; thence run north 75°00'41" west for a distance of 96.06 feet to a point; thence run south 79°36'12" west for a distance of 113.23 feet to a point; thence run south 71°20'20" west for a distance of 73.89 feet to a point; thence run south 71°20'20" west for a distance of 39.03 feet to the point of beginning of an Ingress/Egress & Utility Easement that lies 20 feet south of the line as described herein; thence run south 71°20'20' west for a distance of 114.26 feet to a point; thence run south 34°36'20" west for a distance of 144.31 feet to a point. And also being the terminus of easement.

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622650

20060314000118060 46/46 $147.00
Shelby Cnty Judge of Probate,AL
03/14/2006 10:05:37AM FILED/CERT

Exhibit A

SHELBY, AL
Tax ID: 14-5-21-0-000-002.023

A lease by and between W. Paul Yeager and Clara Y. Yeager, as lessor ("Lessor"), and Sprint Spectrum Realty Company, L.P., a Delaware limited partnership, as successor in interest to Sprint Spectrum L.P., a Delaware limited partnership, as lessee ("Lessee") as evidenced by a(n) PCS Site Agreement recorded 4/10/1997 in Instrument No. 1997-11181.

Said leasehold interest was assigned to STC FIVE LLC and further subleased by such entity to **Global Signal Acquisitions II LLC** by a Site Designation Supplement to Master Lease and Sublease Agreement dated May 26, 2005 and the property is more particularly described as follows:

A Leasehold Esate, said lease area being a portion of the following described parent parcel:

The land referred to herein is situated in the State of Alabama, County of Shelby, City of Pelham described as follows:

A parcel of land situated in the NE 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, and being more particularly described as follows: Begin at the NE corner of the NE 1/4 of the NE 1/4 of Section 21, Township 20 South, Range 2 West, said point being the point of beginning; thence South 3 degrees 55 minutes 25 seconds west along the Easterly boundary of said 1/4-1/4 section a distance of 787.22 feet; thence North 85 degrees 44 minutes 51 seconds a distance of 1296.25 feet; thence North 3 degrees 41 minutes 22 seconds East along the Westerly boundary of said 1/4-1/4 section a distance of 802.98 feet to the NW corner of said 1/4-1/4 section; thence South 85 degrees 03 minutes 15 seconds East along the Northerly boundary of said 1/4-1/4 section a distance of 1299.68 feet to the point of beginning; being situated in Shelby County, Alabama.

Municipal Address: 90 Yeager Farm Road, Pelham, Alabama 35124
Tax ID Number: 14-5-21-0-000-002.023

When recorded, return to:

GS Project
LandAmerica CLS
9011 Arboretum Parkway, Ste. 300
Richmond, VA 23236
Connection Number 10622651