

MORTGATE RECORDING TAX ORDER

STATE OF ALABAMA § A proceeding authorized by
MONTGOMERY COUNTY § §40-22-2(8), Code of Alabama 1975

BEFORE THE ALABAMA DEPARTMENT OF REVENUE:

Comes Petitioner, Morgan Stanley Asset Funding, Inc., and asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due, pursuant to §40-22-2(8), Code of Alabama 1975, upon the recordation of the Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement, (the "Mortgage"), which encompasses property in more than one county in Alabama.

Upon consideration of the Petition and evidence offered in its support thereof, the Alabama Department of Revenue finds as follows:

1. That the total amount of indebtedness owed to the Petitioner, and secured by the Mortgage is \$850,000,000.00.
2. That the total value of all property covered by the Mortgage both within and without the State of Alabama, is \$1,194,386,056.00.
3. That the total value of all property located within the State of Alabama, and covered by the Mortgage is \$22,098,480.35.
4. That the amount of indebtedness which is allocable to Alabama, and upon which mortgage recording tax is due upon recordation of the Mortgage is \$15,725,000.00.
5. That the amount of recording tax to be paid, at the rate of \$.15 for each \$100 of indebtedness, or fraction thereof, which is attributable to the property located within the State of Alabama, is \$23,587.50.
6. That the Mortgage is to be recorded in Blount, Jefferson, Shelby, St. Clair, Tuscaloosa and Walker Counties.
7. That the relative property values of the properties lying within the State of Alabama are

as follows:

<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
Blount	\$ 743,351.89	3.36%
Jefferson	\$ 13,430,853.01	60.78%
Shelby	\$ 4,698,272.60	21.26%
St. Clair	\$ 2,309,442.75	10.45%
Tuscaloosa	\$ 122,689.15	0.56%
<u>Walker</u>	<u>\$ 793,870.95</u>	<u>3.59%</u>
Total	\$ 22,098,480.35	100.00%

IT IS ORDERED, THEREFORE, that the probate judge in the county wherein the Mortgage first will be recorded, shall collect recording tax in the amount of \$23,587.50, and, pursuant to §40-22-2(7), Code of Alabama 1975, after deducting the probate judge's 5% commission, shall make distribution of such tax to the State of Alabama and to the counties named herein, in the percentages as set out in Paragraph 7. The probate judge of the county wherein the Mortgage first will be recorded, also is entitled to collect any applicable recording fees. Upon payment of the mortgage recording tax and upon the initial filing of the Mortgage copies of the Mortgage shall be acceptable for recordation in the other counties, pursuant to §40-22-2(5), Code of Alabama 1975, without the payment of any further recording tax. The probate judges of the other counties are entitled to collect applicable recording fees, however. §40-22-2(5).

DONE this 31st day of January, 2006.

ALABAMA DEPARTMENT OF REVENUE


By: Cynthia Underwood
Assistant Commissioner of Revenue

ATTEST:

[Signature]
As Secretary

[Signature]
Legal Division: Kathryn E. Jehle

112



20060317000125660 3/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/17/2006 01:39:50PM FILED/CERT

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 Commercial Services
Commercial Lender Services
101 Gateway Centre Parkway
Richmond, Virginia 23235

2006 7700
Recorded in the Above
MORTGAGE Book & Page
02-09-2006 03:04:33 PM
Wallace Wyatt Jr - Probate Judge
St. Clair County, Alabama

Record in: County of St. Clair, 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: St. Clair
State: Alabama
CHI 3320381V6

20060317000125660 4/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/17/2006 01:39:50PM FILED/CERT

2006 7701
Recorded in the Above
MORTGAGE Book & Page
02-09-2006 03:04:33 PM

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 ST. CLAIR

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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,

County: St. Clair
State: Alabama
CII 3320381v6

Receipt #1

20060317000125660 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/17/2006 01:39:50PM FILED/CERT

St Clair County
Probate Office
Instrument Recording Receipt

Book: MORTGAGE
Inst: Mortgage
Book/Page: M 7000 / 7700

Certification Fee	1.00
Mortgage Tax	3484.25
Special Index Fee	5.50
Recording Fee	128.00
Total Fees :	\$ 3596.75

Total Due :	\$ 3596.75
Checks Paid:	\$ 3596.75
Total Paid :	\$ 3596.75

Balance Due :	\$ 0.00
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Have a Nice Day
Wallace Wyatt Jr - Probate Judge

Term/Cashier: M RECORDS / RMYT
Inst: 3494.09163.195382
Printed: 02-09-2006 03:04:34 PM

42 Pgs

\$20,255.90

19,990.15

\$265.15



20060317000125660 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/17/2006 01:39:50PM FILED/CERT

<input type="checkbox"/> FOR RENT <input type="checkbox"/> FOR	
HOW PAID	BALANCE DUE
Check	Recording fees + Mfg tax
WALLACE WYATT JR. JUDGE OF PROBATE	
BY _____	
RECEIVED OF Land America	
DATE 3-1-06	NO. 0717
ADDRESS _____	
TOPS. FORM 48820	

Receipt #2

Please ref to Mortgage
recordingation tax order
in the back →

Taxes been PAID By
St. Clair County.