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Shelby Cnty Judge of Probate, AL  
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Prepared by, recording requested by,  
and when recorded, please return to:  
Dee Ott, Recording Clerk  
SBA Network Services, Inc.  
5900 Broken Sound Parkway, NW  
Boca Raton, Florida 33487  
800-487-7483

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

by and between

LEHMAN COMMERCIAL PAPER INC., Assignor

and

SBA CMBS-1 DEPOSITOR LLC, Assignee

DATED AS OF NOVEMBER 18, 2005

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Document 1 of 5

ASSIGNMENT OF MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of NOVEMBER 18, 2005, by and between, solely for the purposes of Section 1, LEHMAN COMMERCIAL PAPER INC., as Administrative Agent ("Assignor") whose address is 745 Seventh Avenue, New York, New York 10019 and SBA CMBS-1 DEPOSITOR LLC, a Delaware limited liability company ("Assignee") c/o SBA Telecommunications Inc., 5900 Broken Sound Parkway, Boca Raton, Florida 33487; and capitalized terms used in this Assignment shall have the same meanings as in the Mortgage (as defined below) or the Credit Agreement (as defined below) unless otherwise defined in this Assignment.

### **Preliminary Statement**

A. SBA Senior Finance, Inc., a Florida corporation ("Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Assigning Lenders"), Lehman Brothers Inc. and Deutsche Bank Securities Inc. as joint advisors and joint lead arrangers and bookrunners, General Electric Capital Corporation as co-lead arranger and co-syndication agent, TD Securities (USA) Inc. as documentation agent, and Assignor, as Administrative Agent, are parties to that certain Amended and Restated Credit Agreement, dated as of January 30, 2004 (as amended and restated, and as the same may be further amended, supplemented, restated, replaced or otherwise modified from time to time, the "Credit Agreement");

B. Pursuant to the Credit Agreement and subject to the terms and conditions as set forth therein, the Lenders have made various extensions of credit to the Borrower.

C. In connection with the Credit Agreement, Assignor, as agent for itself and for the ratable benefit of the Assigning Lenders, is the holder of that certain mortgage described on Schedule I attached hereto (the "Mortgage"), which Mortgage encumbers the property more fully and particularly described in the Mortgage.

D. As of the date hereof, the Assigning Lenders have assigned to Assignee their rights and obligations under the Credit Agreement, including all of the loans and other extensions of credit made by them thereunder.

E. Immediately following the foregoing assignment, Assignor resigned as administrative agent under the Credit Agreement.

F. Immediately prior to giving effect to Assignor's resignation as administrative agent, Assignor desires to assign, and Assignee desires to receive, an assignment of, the Mortgage.

**NOW, THEREFORE,** Assignor and Assignee agree and give notice as follows:

1. (a) Assignor hereby assigns, releases and quitclaims to Assignee, as substitute Administrative Agent, all of Assignor's right, title and interest, if any, as Administrative Agent, in and to the Mortgage and all real property conveyed thereby. This assignment, release and quitclaim is made without representation or warranty of any kind.

(b) From and after the date hereof, Assignee shall have the sole right to exercise any and all rights and remedies as "beneficiary," "lender," "mortgagee", or other holder of the Mortgage. Without limiting the generality of the preceding sentence, Assignee shall have the sole and exclusive right and authority to do any of the following, all in accordance with and pursuant to the Credit Agreement and the Mortgage: (a) exercise the power of sale or foreclose under the Mortgage; (b) exercise any rights and remedies under the Mortgage; (c) agree to any modification, amendment, restatement or supplementation of the Mortgage; (d) assign or release the Mortgage; or (e) take or omit to take any other actions as holder of the Mortgage.

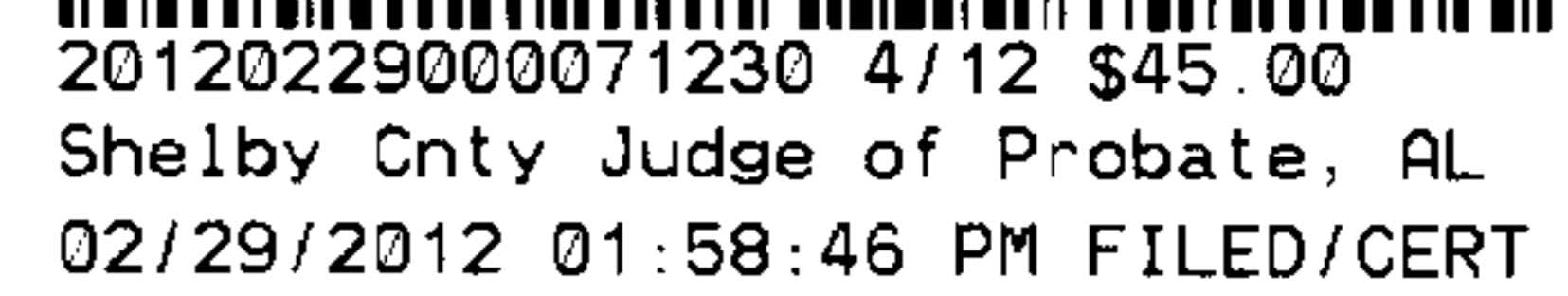
2. Assignor and Assignee expressly acknowledge and agree that, except as expressly set forth herein, this Assignment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Mortgage.

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

4. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

5. Neither this Assignment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties hereto. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Alabama.



SBA DEPOSITOR LLC (formerly known as)  
SBA CMBS-1 DEPOSITOR LLC, as Assignee

By: \_\_\_\_\_  
Name: Thomas P. Hunt  
Title: Senior Vice President

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STATE OF FLORIDA

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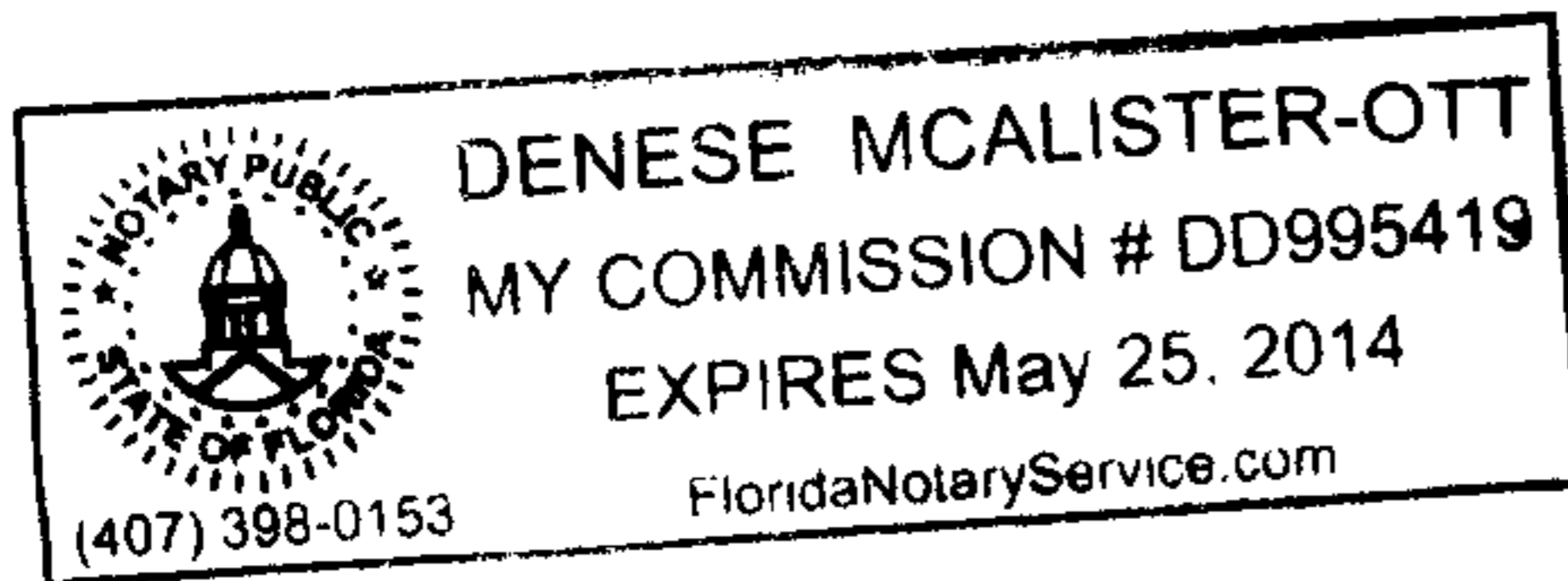
COUNTY PALM BEACH

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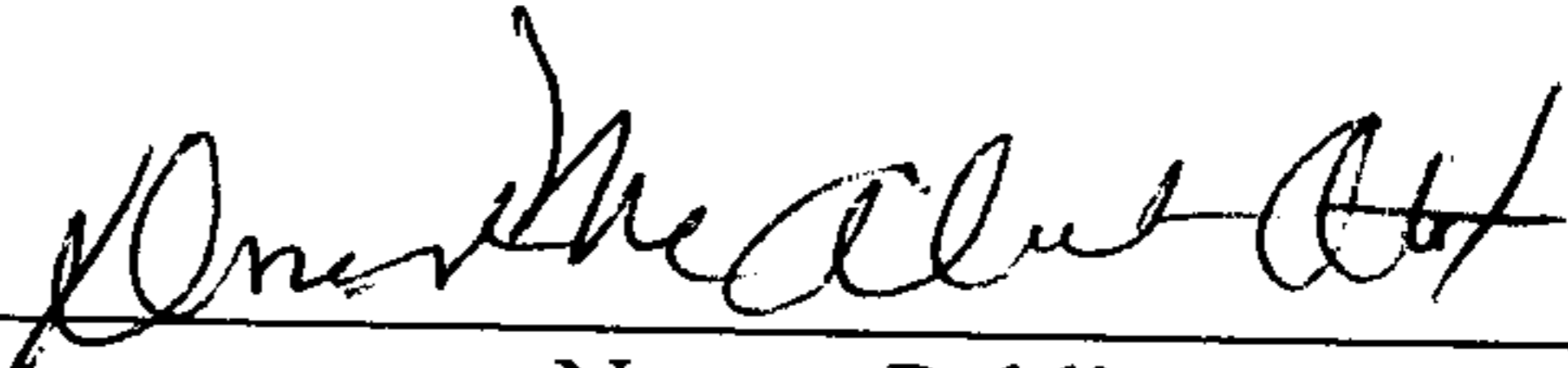
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I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas P. Hunt, whose name as Senior Vice President of SBA DEPOSITOR LLC (formerly known as SBA CMBS-1 DEPOSITOR LLC),, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 15<sup>th</sup> day of Dec, 20 11.



[NOTARIAL SEAL]


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

My commission expires: \_\_\_\_\_

Lehman Commercial Paper, Inc., a New York corporation, in its capacity as the Administrative Agent under that certain Amended and Restated Credit Agreement (and not in its corporate capacity)

By: Midland Loan Services, Inc. a Division of PNC Bank, N.A. successor by merger to Midland Loan Services, Inc, in its capacity as Servicer under that certain Amended and Restated Credit Agreement (and not in its corporate capacity) under a Limited Power of Attorney dated as of August 31, 2011 (and not in its corporate capacity) Recorded in Palm Beach County, FL on 10/3/11 in OR Bk 24776, Pg 1

By: SBA Depositor, LLC (formerly known as SBA CMBS-1 Depositor LLC), as agent for Midland Loan Services, Inc., a Division of PNC Bank, N.A., as attorney in fact for Lehman Commercial Paper, Inc., in its capacity as the Administrative Agent, under that certain Amended and Restated Credit Agreement (and not in its corporate capacity) under a Limited Power of Attorney dated as of August 31, 2011 (and not in its corporate capacity) Recorded in Palm Beach County, FL on 10/3/11 in OR Bk 24776, Pg 45

By:   
Name: Thomas P. Hunt  
Title: Senior Vice President and General Counsel

STATE OF FLORIDA )  
: ss.:  
COUNTY OF PALM BEACH )

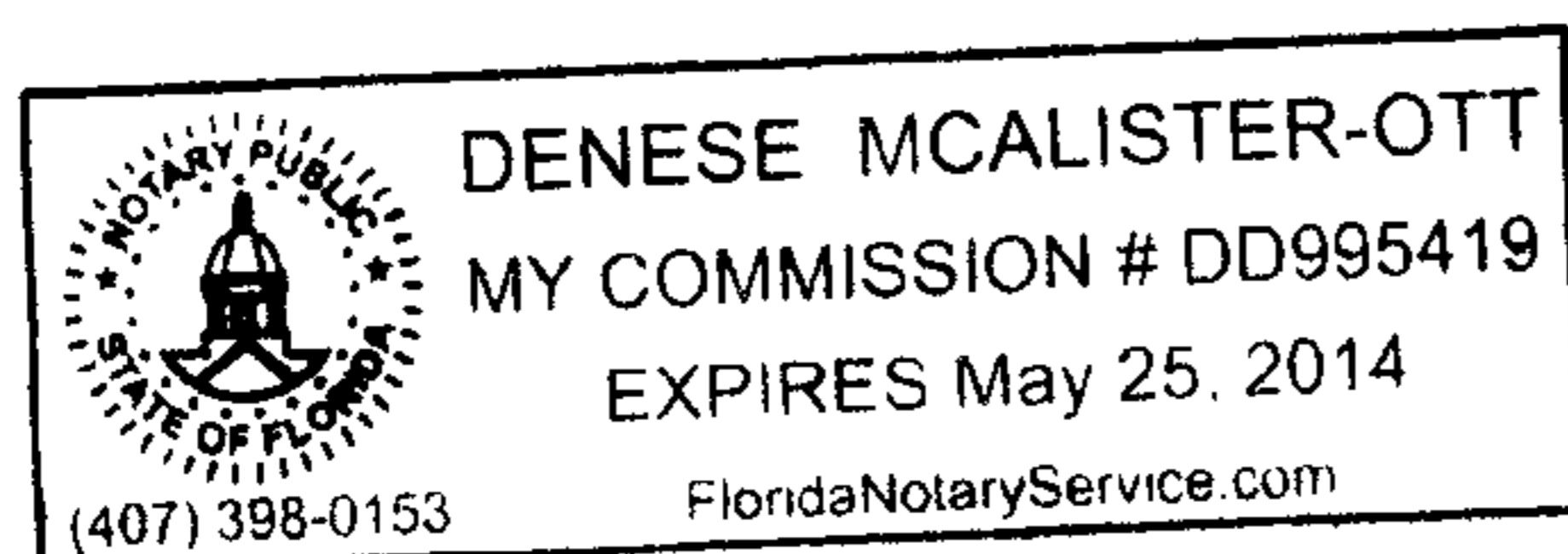
### ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas P. Hunt, whose name as Senior Vice President and General Counsel of SBA DEPOSITOR LLC is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

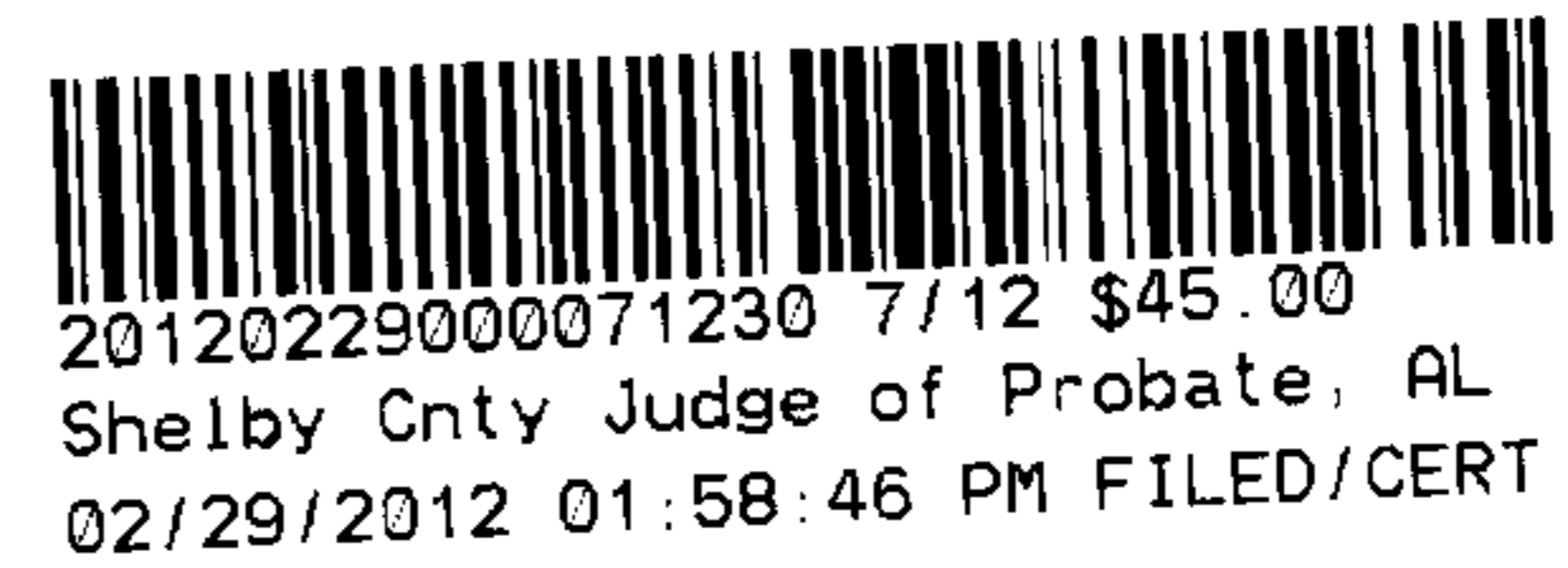
Given under my hand and seal on this the 15<sup>th</sup> day of Dec, 2011.

(SEAL)

My Commission Expires: \_\_\_\_\_



  
Notary Public



SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

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

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Towers, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation  
Dated: 6/30/2003  
Recording Date: 7/18/2003  
Document Number: File # 20030718000459330

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation  
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004  
Recording Date: 3/5/2004  
Recording Information: # 20040305000115450

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Towers, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004  
Recording Date: 3/5/2004  
Recording Information: #20040305000115460



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Schedule A

FEE OWNED

Begin at the SW corner of the SW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of Section 29, T 21 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the South line thereof 649.51 feet; thence 114 degrees 5 minutes 15 seconds left run Northwesterly for 159.81 feet; thence 90 degrees 00 minutes 00 seconds left run Southwesterly for 183.20 feet; thence 90 degrees 00 minutes 00 seconds right run Northwesterly for 355.59 feet to the southeasterly right of way of Alabama State Highway 70; thence 87 degrees 10 minutes 18 seconds left run Southwesterly along said right of way for 282.54 feet; thence 67 degrees 3 minutes 40 seconds left run Southerly for 293.43 feet to the point of beginning. According to updated survey of Thomas F. Simmons, RLS #12945.  
Containing 3.42 Acres more or less.



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## SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby  
State: AL  
Site Code: AL07245-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: 1/30/2004  
Recording Date: 6/1/2004  
Document Number: 20040601000289010  
Book:  
Page: 1

Schedule A

Leasehold Interest

A parcel of land lying in the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 1" crimp pipe at the Northeast corner of said Quarter-Quarter; thence run North 89 deg. 31 min. 47 sec. West, a distance of 303.90 feet to a 5/8" capped rebar set being the point of beginning; thence run South 06 deg. 57 min. 04 sec. West a distance of 74.42 feet to a 5/8" capped rebar set; thence run South 68 deg. 08 min. 29 sec. West a distance of 174.46 feet to a 5/8" capped rebar set; thence run South 06 deg. 57 min. 04 sec. West a distance of 179.27 feet to a 5/8" capped rebar set; thence run North 83 deg. 02 min. 56 sec. West a distance of 60.00 feet to a 5/8" capped rebar set; thence run North 06 deg. 57 min. 04 sec. East a distance of 185.47 feet to a 5/8" capped rebar set; thence run North 52 deg. 44 min. 15 sec. West a distance of 158.97 feet to a 5/8" capped rebar set; thence run North 06 deg. 57 min. 04 sec., East a distance of 32.29 feet to a 5/8" capped rebar set on the north line of said Quarter-Quarter; thence run South 89 deg. 31 min. 47 sec. East along said north line a distance of 352.35 feet to the point of beginning, and lying in the SW 1/4 of the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

Non-Exclusive  
Access Easement:

An easement for ingress and egress being 30 feet in width, encompassing an existing gravel drive and lying in the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a 1" crimp pipe at the Northeast corner of the SW 1/4 of said SE 1/4; thence run North 89 deg. 31 min. 47 sec. West a distance of 303.90 feet to a 5/8" capped rebar set being the point of beginning of an easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence run along the centerline of an existing gravel drive the following courses and distances: North 60 deg. 35 min. 37 sec. East a distance of 41.01 feet to a point; thence North 74 deg. 13 min. 37 sec. East a distance of 128.78 feet to a point; thence North 34 deg. 17 min. 52 sec. East a distance of 330.44 feet to a point; thence North 64 deg. 18 min. 51 sec. East a distance of 84.53 feet, more or less, to a point on the west right of way of Shelby County Highway 331, being the point of ending, and lying in the SE 1/4 of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby  
State: AL  
Site Code: AL07264-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation  
Dated: 6/30/2003  
Recording Date: 7/18/2003  
Document Number: File# 20030718000459340

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation  
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004  
Recording Date: 3/5/2004  
Recording Information: #20040305000115440

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004  
Recording Date: 3/6/2004  
Recording Information: # 2004030500015470

Schedule A

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**LEASE AREA:**

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) and the point of Beginning; thence run South 00 deg. 22 min. 57 sec. East a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 89 deg. 46 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 00 deg. 22 min. 57 sec. West a distance of 100.00 feet to a 5/8" rebar set (19753); thence run North 89 deg. 46 min. 57 sec. East a distance of 100.00 feet to the Point of Beginning.

**40 foot Ingress/Egress & Utility Easement:**

A parcel of land lying in the Northwest Quarter of the Northeast Quarter of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama being more particularly described as follows:

Commencing at a 1.5" open top pipe at the northeast corner of a parcel of land as recorded in Inst. # 1993-40489, in the office of the Judge of Probate, Shelby County, Alabama, said pipe also being at the intersection of the east line of said Northwest Quarter of the Northeast Quarter and the southright of way of County Road 26 (80 r/w); thence run South 00 deg. 18 min. 39 sec. East along the east line of said parcel of land and the east line of said Northwest Quarter and also along an old wire fence line a distance of 412.40 feet to a point; thence run South 89 deg. 41 min. 21 sec. West a distance of 9.70 feet to a 5/8" rebar set (19753) at the northeast corner of above described 100' X 100' Lease Parcel; thence run South 89 deg. 46 min. 57 sec. West along the north line of said Lease Parcel a distance of 100.00 feet to a 5/8" rebar set (19753); thence run South 00 deg. 22 min. 57 sec. East along the west line of said Lease Parcel a distance of 24.12 feet to the Point of Beginning of an Ingress/Egress and Utility Easement, being 40 feet in width and 20 feet each side of the following described centerline; thence run North 63 deg. 03 min. 56 sec. West a distance of 53.06 feet to a point; thence run South 83 deg. 09 min. 39 sec. West a distance of 30.10 feet to a point; thence run North 54 deg. 34 min. 04 sec. West a distance of 18.02 feet to a point; thence run North 03 deg. 55 min. 02 sec. West a distance of 46.85 feet to a point; thence run North 01 deg. 54 min. 59 sec. West a distance of 261.82 feet to a point; thence run North 02 deg. 36 min. 18 sec. East a distance of 103.81 feet, more or less to a point on the south right of way of said County Road No. 26 and the Point of Ending. Said easement lies in the NW 1/4 of the NE 1/4 of Section 16, Township 21 South, Range 3 West, Shelby County, Alabama.