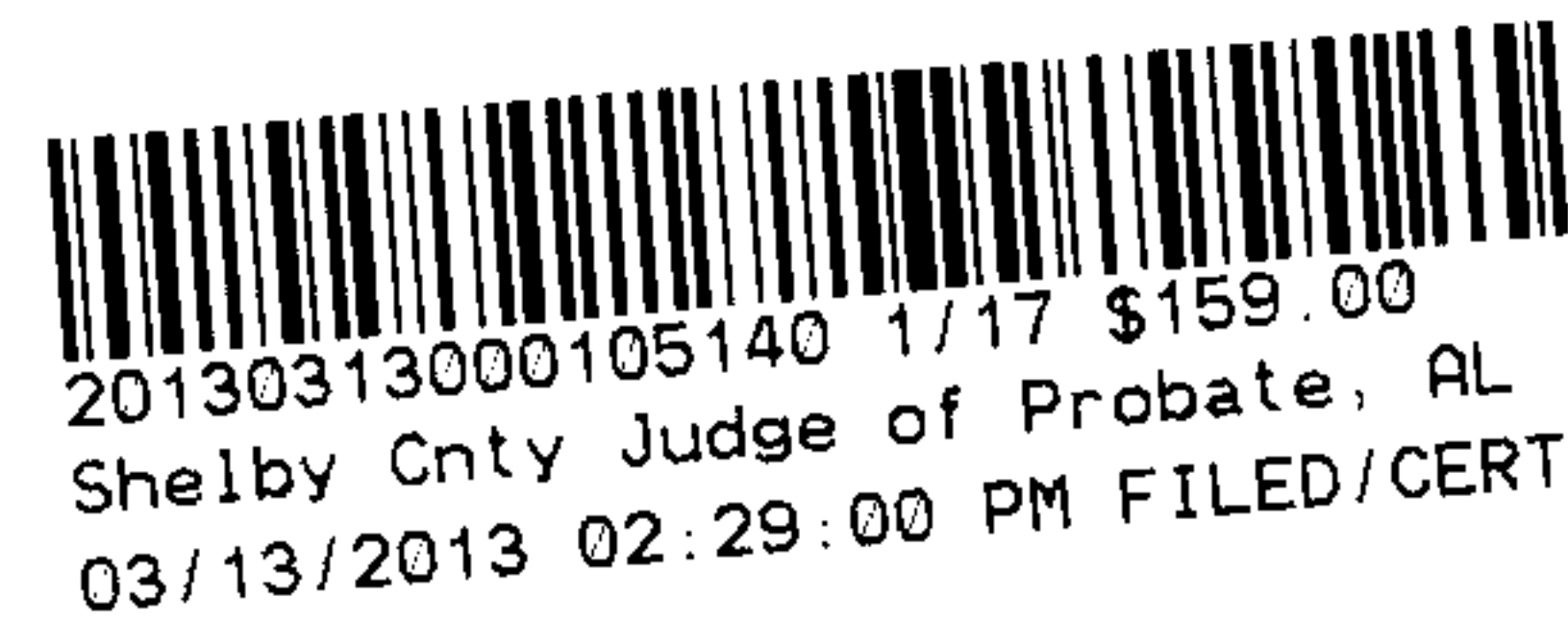


PREPARED BY AND RETURN TO:

Stroock & Stroock & Lavan LLP
200 South Biscayne Boulevard
Suite 3100
Miami, Florida 33131-5323
Attention: Ronald A. Kriss, Esq.

Tax Parcel ID#: 04-9-31-0-000-006.000



AP Wireless Investments I, LLC,
a Delaware limited liability company
(Mortgagor)

to

DEUTSCHE BANK TRUST COMPANY AMERICAS,
a New York banking corporation, as Collateral Agent

(Mortgagee)

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

Dated: December 20, 2012
Location: Shelby County, AL

Loan amount \$ 66,600.00

AFTER RECORDING, PLEASE RETURN TO:

Fidelity National Title Group
7130 Glen Forest Dr., Ste. 300
Richmond, VA 23226
Attn:

14133403

MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS

MORTGAGE, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, dated as of December __, 2012 by AP Wireless Investments I, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 9373 Towne Centre Drive, Suite 200, San Diego, California 92121, to Deutsche Bank Trust Company Americas, a New York banking corporation, in its capacity as Collateral Agent for Lenders under the Loan Agreement referred to below (in such capacity, "**Mortgagee**", which term shall be deemed to include successors and assigns for such agent for Lenders under the Loan Agreement referred to below), whose address is 1761 E. Saint Andrew Place, Floor 1, Santa Ana, CA 92705. References to this "**Mortgage**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Preliminary Statement

A. Mortgagor is the owner of:

(i) an easement interest in the parcel(s) of real property, if any, described on Schedule A-1 attached hereto (the "**Easement Real Estate**"), pursuant to the agreement(s) described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Mortgagee, the "**Easement**"); and/or

(ii) a leasehold estate interest in the parcel(s) of real property, if any, described on Schedule A-2 attached hereto (the "**Leased Real Estate**"), pursuant to the agreement(s) described on Schedule B-2 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Mortgagee, each a "**Ground Lease**"; and if more than one agreement is described on the attached Schedule B-2, any reference herein to "the Ground Lease" shall mean "each Ground Lease" or "any Ground Lease" or "such Ground Lease" as the context may require), and/or

(iii) a fee simple interest in the parcel(s) of real property, if any, described on Schedule A-3 attached hereto (the "**Owned Real Estate**"; the Easement Real Estate, the Leased Real Estate and Owned Real Estate are sometimes referred to herein collectively as the "**Real Estate**");

and Mortgagor's interest in all of the buildings, improvements, structures and fixtures now or subsequently located on the Real Estate (the "**Improvements**"; the Real Estate and the Improvements being collectively referred to as the "**Real Estate**").

B. Mortgagor is also the owner of: (i) the lessor's interest in the leasehold estate(s) or contract right(s) described in Schedule C-1 hereto (the "**Lease**") (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Mortgagee, each a "**Lease**"; and if more than one agreement is described on the attached Schedule C-1, any reference herein to "the Lease" shall mean "each Lease" or "any Lease" or "such Lease" as the context may require). The Lease permits the tenant(s) identified in Schedule C-1 hereto ("**Tenant**") to install, maintain and use certain wireless telecommunications facilities and other equipment and personal property on the premises demised pursuant to the Lease (the "**Leased Parcel**").

C. AP WIP Holdings, LLC, a Delaware limited liability company, AP WIP International Holdings, LLC, a Delaware limited liability company, AP PEG Bandwidth Holdings, LLC, a Delaware limited liability company, and AP Tower Holdings, LLC, a Delaware limited liability company (collectively, "**Borrowers**"), Lenders and Mortgagee are parties to the Loan Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, substituted, replaced or otherwise modified from time to time, the "**Loan Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

D. It is a requirement under the Loan Agreement that Mortgagor shall have executed and delivered this Mortgage to Mortgagee.

Now, Therefore, in consideration of the premises and to induce the Mortgagee to make and continue the loans to the Mortgagor under the Loan Agreement, Mortgagor hereby agrees with the Mortgagee as follows:

Granting Clauses


For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the following obligations (collectively, the “**Obligations**”):

- (a) the due and punctual payment and performance by AP WIP Holdings, LLC, a Delaware limited liability company (“**Borrower**”) of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the Notes and the Loan Agreement with a maximum principal indebtedness amount of TWO HUNDRED FIFTY MILLION DOLLARS (\$250,000,000) outstanding at any one time;
- (b) the payment of all other obligations and liabilities of Mortgagor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Mortgage any other document securing payment of the Obligations (the “**Security Documents**”), and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Loan Agreement, the Notes (as defined in the Loan Agreement), this Mortgage and the other Security Documents and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment and performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the “**Loan Documents**”), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees, charges and disbursements of counsel to Mortgagee that are required to be paid by Mortgagor pursuant to the terms of the Loan Agreement, this Mortgage or any other Loan Document); and
- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Borrower under, in connection with or pursuant to the provisions of the Loan Documents to which Borrower is a party;

MORTGAGOR HEREBY GRANTS TO MORTGAGEE A LIEN UPON AND A SECURITY INTEREST IN, AND HEREBY MORTGAGES, GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO MORTGAGEE:

(A) one or more of the following, as applicable:

- (1) the Easement Real Estate created under and by virtue of the Easement, any interest in any greater or lesser title to the Easement Real Estate and Improvements located thereon that Mortgagor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Easement or otherwise), and all credits, deposits, options, privileges and rights of Mortgagor under the Easement (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof following an Event of Default under the Loan Agreement, the right to give consents, (ii) the right to receive moneys payable to Mortgagor, (iii) the right, if any, to renew or extend the Easement for a


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Shelby Cnty Judge of Probate, AL
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succeeding term or terms, (iv) the right, if any, to purchase the Easement Real Estate and Improvements located thereon and (v) the right to terminate or modify the Easement; all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of any Easement by the fee owner thereunder or any other party;

(2) the leasehold estate created under and by virtue of each Ground Lease, any interest in any fee, easement, easement in gross, or other greater or lesser title to the Leased Real Estate and Improvements located thereon that Mortgagor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Ground Lease or otherwise and whether acquired in connection with a termination of the Ground Lease or otherwise), and all credits, deposits, options, privileges and rights of Mortgagor under the Ground Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof following an Event of Default under the Loan Agreement, the right to give consents, (ii) the right to receive moneys payable to Mortgagor, (iii) the right, if any, to renew or extend the Ground Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Real Estate and Improvements located thereon and (v) the right to terminate or modify the Ground Lease; all of Mortgagor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of any Ground Lease by the lessor thereunder or any other party;

(3) the Owned Real Estate and all Improvements thereon;

(B) the lessor's interest in the Lease, demising all or a portion of the parcel(s) of the Leased Parcel, and any and all future leases, licenses, site agreements or other agreements under the terms of which any person has or acquires any right to install, maintain and use certain wireless telecommunications facilities and other equipment and personal property on the Real Estate or otherwise occupy or use the Real Estate, or any part thereof, or interest therein, and each future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, license, agreement or guaranty (collectively, the "**Leases**") including, without limitation, following an Event of Default under the Loan Agreement the right and power to modify any Lease or to terminate the term or to accept a surrender or termination thereof or to waive or release the other parties from the performance or observance by them of any obligation or condition thereof or to anticipate Rents (as defined below) payable for more than one month prior to accrual; provided, however, that so long as there is no Event of Default, Mortgagee may not exercise the rights and powers set forth in this paragraph, and Mortgagor shall have a revocable license to collect the Rents and to retain, use and enjoy the same, and to exercise such rights and powers described above, subject to the terms of the Loan Agreement and the other Loan Documents. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, by giving not less than five days' written notice of such revocation to Mortgagor, revoke the foregoing license;

(C) all right, title and interest Mortgagor now has, if any, or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Mortgagor or held pursuant to the Easement or Ground Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Mortgagor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) all right, title and interest of Mortgagor, if any, in, to and under all easements, rights of way, gores of Real Estate, streets, ways, alleys, passages, sewer rights, waters, water

courses, water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all Real Estate lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) to the extent assignable, all of Mortgagor's reversionary interest, if any, in the antenna towers, antennas, satellite dishes, wireless telecommunications facilities and all other fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph being referred to as the "**Equipment**");

(F) all right, title and interest of Mortgagor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Mortgagor or constructed, assembled or placed by Mortgagor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case, without any further mortgage, conveyance, assignment or other act by Mortgagor;

(G) subject to the terms of the license granted in subparagraph B above, all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Real Estate 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 untenability caused by damage to any part of the Real Estate, all of Mortgagor'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 debtor relief law (collectively, the "**Rents**");

(H) Mortgagor's interest in and to all insurance policies now or subsequently obtained by Mortgagor relating to the Real Estate or Equipment and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Loan Agreement; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein and in the Loan Agreement;

(I) to the extent assignable, all right, title and interest of Mortgagor in and to (i) all contracts from time to time executed by Mortgagor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the

Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Mortgagee as provided in this Mortgage; and

(K) all proceeds, both cash and noncash, of the foregoing;

Said property is warranted free from all encumbrances (other than Permitted Encumbrances) and against any adverse claims, except as stated herein and in the Loan Agreement.

All of the foregoing property and rights and interests now owned or held or subsequently acquired by Mortgagor and described in the foregoing clauses (A) through (E) are collectively referred to as the "**Premises**", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "**Mortgaged Property**".

TO HAVE AND TO HOLD the above Mortgaged Property unto the said Mortgagee, Mortgagee's successors, heirs and assigns forever, until the Obligations are fully paid and performed.

Upon condition, however, that if the indebtedness secured by this Mortgage and the interest thereon are paid and satisfied in full, and Mortgagor has no further right to receive loans or other advances under the Loan Documents, and all Obligations under this Mortgage are fulfilled, then this conveyance shall be null and void, and Mortgagee will, at Mortgagor's cost and expense, deliver to Mortgagor proper instruments in recordable form acknowledging the satisfaction of this Mortgage.

Terms and Conditions

Mortgagor further represents, warrants, covenants and agrees with Mortgagee as follows:

1. Warranty of Title. Mortgagor warrants that it has good record title in fee simple to, or a valid easement or leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Mortgaged Property, subject only to the "Permitted Encumbrances" as defined the Loan Agreement (the "**Permitted Encumbrances**"). Mortgagor shall warrant, defend and preserve such title and the lien of this Mortgage against all claims of all persons and entities. Mortgagor represents and warrants that (a) it has the right to mortgage the Mortgaged Property; (b) the Easement (if applicable) is in full force and effect; Mortgagor is the holder of the easement interest thereunder; Mortgagor has paid all charges to the extent due and payable under the Easement, is not in default under the Easement, has received no notice of default from the other party thereto and knows of no material default by the other party thereto; (c) each Ground Lease (if applicable) is in full force and effect and Mortgagor is the holder of the lessor's or landlord's interest thereunder; Mortgagor has paid all rents and other charges to the extent due and payable under each Ground Lease; is not in default under any Ground Lease; has received no notice of default from the lessor thereunder and knows of no material default by the lessor thereunder; and (d) the granting of this Mortgage does not violate the terms of any Easement or Ground Lease nor is any consent of the other party to the Easement or the lessor under any Ground Lease required to be obtained in connection with the granting of this Mortgage unless such consent has been obtained.

2. Payment of the Obligations. Mortgagor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

3. Further Assurances. To the extent permitted under applicable law, and to further assure Mortgagee's rights under this Mortgage, Mortgagor agrees, within fifteen (15) business days after demand of Mortgagee, to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Mortgaged Property and a

separate assignment of each Lease in recordable form) as may be reasonably required by Mortgagee to confirm the lien of this Mortgage and all other rights or benefits conferred on Mortgagee hereunder.

4. Mortgagee's Right to Perform. If Mortgagor fails to perform any of the covenants or agreements of Mortgagor within the applicable notice and grace period, if any, Mortgagee, without waiving or releasing Mortgagor from any obligation or default under this Mortgage, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof shall immediately be due from Mortgagor to Mortgagee. To the extent that any such amounts or costs paid by Mortgagee shall constitute payment of (i) real estate taxes and assessments; (ii) premiums on insurance policies covering the Premises; (iii) expenses incurred in upholding or enforcing the lien of this Mortgage, including, but not limited to the expenses of any litigation to prosecute or defend the rights and lien created by this Mortgage; (iv) costs of removal of or otherwise related to Hazardous Material or asbestos; or (v) any amount, costs or charge to which Mortgagee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such amounts or costs shall be added to the Obligations and shall be secured by this Mortgage and shall be a lien on the Mortgaged Property prior to any right, title to, interest in, or claim upon the Mortgaged Property attaching subsequent to the lien of this Mortgage. No payment or advance of money by Mortgagee under this Section shall be deemed or construed to cure Mortgagor's default or waive any right or remedy of Mortgagee.

5. Remedies.

Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Mortgagee may have pursuant to the Loan Documents, or as provided by law, and without limitation, Mortgagee may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(i) Mortgagee may declare the Loans and all other amounts due and owing under the Loan Agreement to be due and payable forthwith.

(ii) Mortgagee may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Mortgaged Property, (B) institute and maintain an action under the Loan Agreement or any other Loan Document, (C) sell all or part of the Mortgaged Property (Mortgagor expressly granting to Mortgagee the power of sale if permitted by applicable law), or (D) take such other action at law or in equity for the enforcement of this Mortgage or any of the Loan Documents as the law may allow. Mortgagee may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate shall be due on any judgment obtained by Mortgagee from the date of judgment until actual payment is made of the full amount of the judgment.

(iii) Mortgagee may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations enter into and upon the Mortgaged Property and each and every part thereof and exclude Mortgagor and its agents and employees therefrom without liability for trespass, damage or otherwise (Mortgagor hereby agreeing to surrender possession of the Mortgaged Property to Mortgagee upon demand at any such time) and use, operate, manage, maintain and control of the Mortgaged Property and every part thereof. Following such entry and taking of possession, Mortgagee shall be entitled, without limitation, (x) to lease all or any part or parts of the Mortgaged Property for such periods of time and upon such conditions as Mortgagee may, in its discretion,

deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Mortgaged Property as Mortgagee shall deem appropriate as fully as Mortgagor might do.

(iv) Mortgagee may terminate the license herein granted to Mortgagor as provided in subparagraph B of the Granting Clauses above, and collect the Rents and then and thereafter, without taking possession, in Mortgagee's name, demand, collect, receive, sue for, attach and levy upon the Rents, give receipts, releases and acquittances therefor and, after deducting all proper and reasonable costs and expenses of collection and operation of the Real Estate, as determined by Mortgagee, including reasonable attorneys' fees and disbursements, apply the net proceeds thereof upon any indebtedness evidenced by the Loan Documents; in the event such license is terminated, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any security deposits or other amounts received from tenants.

This Mortgage may be foreclosed as provided by law in the case of past due mortgages, and Mortgagee shall be authorized, at its option, whether or not possession of any of the Mortgaged Property is taken, after giving any notice required by applicable law, to sell the Mortgaged Property (or such part or parts thereof as Mortgagee elects to sell from time to time) in lots or parcels or en masse as Mortgagee or its agents or assigns, deem best, if permitted by applicable law, in front of the courthouse door of the county where the Real Estate or a substantial and material part thereof is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorneys' fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes or other encumbrances, with interest thereon; Third, to the payment of the Obligations in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth the balance, if any, to be turned over to Mortgagor or its assigns. Mortgagor further agrees that Mortgagee or its agents or assigns may bid at said sale and purchase said property if the highest bidder therefor; and Mortgagor further agrees to pay a reasonable attorney's fee to Mortgagee or its assigns, for the foreclosure of this Mortgage, should the same be so foreclosed, said fee to be a part of the debt hereby secured. Mortgagor hereby authorizes and empowers Mortgagee or the auctioneer at any foreclosure sale had hereunder, for and in the name of Mortgagor, to execute and deliver to the purchaser or purchasers of any of the Mortgaged Property sold at foreclosure good and sufficient deeds of conveyance or bills of sale thereto.

In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Mortgage beyond the applicable notice and grace period, if any, Mortgagee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition hereof and Mortgagee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Mortgage.

6. Right of Mortgagee to Credit Bid. Upon the occurrence of any sale made under this Mortgage, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Mortgagee may bid for and acquire the Mortgaged Property or any part thereof. In lieu of paying cash therefor, Mortgagee may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Mortgage the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage. In such event, this Mortgage, the Loan Agreement, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

7. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Mortgagee as a matter of right and without notice to Mortgagor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Mortgaged Property or any other collateral as security for the Obligations or the interest of Mortgagor therein, shall have the right to apply to any

court having jurisdiction to appoint a receiver or receivers or -other manager of the Mortgaged Property, and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Mortgagee in case of entry as provided in this Mortgage, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Mortgaged Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Property unless such receivership is sooner terminated.

8. Extension, Release, etc.

Without affecting the lien or charge of this Mortgage upon any portion of the Mortgaged Property not then or theretofore released as security for the full amount of the Obligations, Mortgagee may, from time to time and without notice, agree with Mortgagor to (i) release any person liable for the indebtedness guaranteed under any Loan Document, (ii) extend the maturity or alter any of the terms of the indebtedness guaranteed under any Loan Document, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Mortgagee's option any parcel, portion or all of the Mortgaged Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto, If at any time this Mortgage shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Mortgage until the lien amount shall equal the principal amount of the Obligations outstanding.

No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect the lien of this Mortgage or any liens, rights, powers or remedies of Mortgagee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

If Mortgagee shall have the right to foreclose this Mortgage, Mortgagor authorizes Mortgagee at its option to foreclose the lien of this Mortgage subject to the rights of any tenants of the Mortgaged Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights will not be asserted by Mortgagor as a defense to any proceeding instituted by Mortgagee to collect the Obligations or to foreclose the lien of this Mortgage.

Unless expressly provided otherwise, in the event that ownership of this Mortgage and title to the Mortgaged Property or any estate therein shall become vested in the same person or entity, this Mortgage shall not merge in such title but shall continue as a valid lien on the Mortgaged Property for the amount secured hereby.

9. Security Agreement Under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Mortgage shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "UCC") of the State in which the Premises are located. If an Event of Default shall occur, and during the continuance of such Event of Default, then in addition to having any other right or remedy available at law or in equity, Mortgagee shall have the option of either (i) proceeding under the UCC and exercising such rights and remedies as may be provided to a secured party by the UCC with respect to all or any portion of the Mortgaged Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Mortgaged Property in accordance with Mortgagee's rights, powers and remedies with respect to the real property (in which event the default provisions of the UCC shall not apply). If Mortgagee shall elect to proceed under the UCC, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Mortgagee shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Mortgagee's request, Mortgagor shall assemble the

personal property and make it available to Mortgagee at a place designated by Mortgagee which is reasonably convenient to both parties.

(b) Mortgagor and Mortgagee agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Mortgage shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the UCC covering the fixtures included within the Premises and is to be filed for record in the real estate records of each county where any part of the Premises (including said fixtures) is located; (iii) the real property to which the fixtures relate is described in Schedule A-1, Schedule A-2 and/or Schedule A-3 attached hereto; (iv) Mortgagor is the record owner of the Easement Real Estate as set forth in Schedule A-1 attached hereto; (v) Mortgagor is the record owner of the Leased Real Estate as set forth in Schedule A-2 attached hereto; (vi) Mortgagor is the record owner of the Owned Real Estate described in Schedule A-3 attached hereto; (vii) the name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Mortgagor set forth in the first paragraph on the first page of this Mortgage, and the name of the secured party for purposes of this financing statement is the name of the Collateral Agent set forth in the first paragraph on the first page of this Mortgage; (viii) Mortgagor's organizational identification number is 5111114; and (ix) the mailing addresses of Mortgagor and Mortgagee are as set forth in the first paragraph on the first page of this Mortgage.

(c) Mortgagor, upon request by Mortgagee from time to time, shall execute, acknowledge and deliver to Mortgagee one or more separate security agreements, in form satisfactory to Mortgagee, covering all or any part of the Mortgaged Property and confirming the provisions of this Section and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement, amendment or certificate or other document as Mortgagee may reasonably request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Mortgage and such security instrument. Mortgagor further agrees to pay to Mortgagee promptly after demand all costs and expenses incurred by Mortgagee in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Mortgagee shall reasonably require. In addition, Mortgagor hereby authorizes Mortgagee to file any such financing and continuation statements and amendments. The filing of any financing or continuation statements or amendments in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Mortgagee to proceed against any personal property encumbered by this Mortgage as real property, as set forth above.

10. Assignment of Rents. Subject to subparagraph B of the Granting Clause, Mortgagor hereby assigns to Mortgagee the Rents as further security for the payment and performance of the Obligations, and Mortgagor grants to Mortgagee the right to enter the Mortgaged Property for the purpose of collecting the same and to let the Mortgaged Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Mortgagee hereby waives the right to enter the Mortgaged Property for the purpose of collecting the Rents and Mortgagor shall be entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Mortgagor to collect, receive, use and retain the Rents may be revoked by Mortgagee upon the occurrence of and during the continuance of any Event of Default under this Mortgage by giving not less than five days' written notice of such revocation to Mortgagor; in the event such notice is given, Mortgagor shall pay over to Mortgagee, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Mortgagee, or to any such receiver, the fair and reasonable rental value as determined by Mortgagee for the use and occupancy of the Mortgaged Property or of such part thereof as may be in the possession of Mortgagor or any affiliate of Mortgagor, and upon default in any such payment Mortgagor and any such affiliate will vacate and surrender the possession of the Mortgaged Property to Mortgagee or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise.

11. Notices. All notices, demands, consents and approvals hereunder shall be in writing and shall be deemed to have been sufficiently given or served when delivered as provided for in the Loan Agreement.

12. Amendments in Writing. No change, amendment, modification, cancellation or discharge of this Mortgage or any part hereof shall be valid unless in writing and signed by the Mortgagor and the Mortgagee or their respective successors and assigns.

13. Partial Invalidity. In the event any one or more of the provisions contained in this Mortgage shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Mortgage or in any provisions of any of the Loan Documents, the obligations of Mortgagor and of any other obligor under the any Loan Document shall be subject to the limitation that Mortgagee shall not charge, take or receive, nor shall Mortgagor or any other obligor be obligated to pay to Mortgagee, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Mortgagee.

14. Mortgagor's Waiver of Rights. To the fullest extent permitted by law, Mortgagor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Mortgaged Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Mortgaged Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor 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 appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Mortgage before exercising any other remedy granted hereunder and Mortgagor, for Mortgagor and its successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law and except as otherwise provided herein or in the other Loan Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created.

15. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Mortgage or under any of the other Loan Documents or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee in connection with the Obligations, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in connection with the Obligations in such order and manner as Mortgagee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Mortgagee or to which it may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. In no event shall Mortgagee, in the exercise of the remedies provided in this Mortgage (including, without limitation, in connection with the assignment of Rents to Mortgagee, or the appointment of a receiver and the entry of such receiver on to all or any part of the Mortgaged Property), be deemed a "mortgagee in possession," and Mortgagee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies except gross negligence or willful misconduct after Mortgagee takes possession or title.

16. Successors and Assigns. All covenants of Mortgagor contained in this Mortgage are imposed solely and exclusively for the benefit of Mortgagee and its successors and assigns, and no other

person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Mortgagee at any time if in its sole discretion it deems such waiver advisable. All such covenants of Mortgagor shall run with the land and bind Mortgagor, the successors and assigns of Mortgagor (and each of them) and all subsequent owners, encumbrancers and tenants of the Mortgaged Property, and shall inure to the benefit of Mortgagee, its successors and assigns. The word "Mortgagor" shall be construed as if it read "Mortgagors" whenever the sense of this Mortgage so requires and if there shall be more than one Mortgagor, the obligations of the Mortgagors shall be joint and several.

17. No Waivers, etc. Any failure by Mortgagee to insist upon the strict performance by Mortgagor of any of the terms and provisions of this Mortgage shall not be deemed to be a waiver of any of the terms and provisions hereof, and Mortgagee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Mortgagor of any and all of the terms and provisions of this Mortgage to be performed by Mortgagor. Mortgagee may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Mortgaged Property, any part of the security held for the obligations secured by this Mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this Mortgage or the priority of such lien over any subordinate lien.

18. Governing Law, etc. This Mortgage shall be governed by and construed in accordance with the laws of the State in which the Real Estate is located.

19. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form and the word "Mortgagor" shall mean "each Mortgagor or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein," the word "Mortgagee" shall mean "Mortgagee or any successor Lender under the Loan Agreement or any other guaranty or evidence of indebtedness secured by this Mortgage," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Mortgaged Property" shall include any portion of the Mortgaged Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Mortgage are for convenience or reference only and in no way limit or amplify the provisions hereof.

20. Ground Lease Provisions.

(a) Mortgagor covenants and agrees that the fee title to the Leased Real Estate and the leasehold estate created under the Ground Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in Mortgagor or a third party by purchase or otherwise; and in case Mortgagor acquires the fee title, an easement interest, or any other estate, title or interest in and to the Leased Real Estate, the lien of this Mortgage shall, without further conveyance, simultaneously with such acquisition, be spread to cover and attach to such acquired estate and as so spread and attached shall be prior to the lien of any mortgage placed on the acquired estate after the date of this Mortgage.

(b) The lien of this Mortgage shall attach to all of Mortgagor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h), as the same may hereafter be amended (the "**Bankruptcy Code**"), including, without limitation, all of Mortgagor's rights to remain in possession of the Leased Real Estate. If an Event of Default shall have occurred and be continuing, Mortgagor shall not, without Mortgagee's prior written consent, elect to treat the Ground Lease as terminated under Subsection 365(h)(1)(A)(i) of the Bankruptcy Code. Any such election made without Mortgagee's consent shall be void.

(c) If an Event of Default shall have occurred and be continuing, Mortgagee shall have the right to proceed in its own name or in the name of Mortgagor in respect of any claim, suit, action or proceeding relating to the rejection of the Ground Lease by the lessor or any other party, including, without limitation, the right to file and prosecute under the Bankruptcy Code, without joining or the joinder of Mortgagor, any proofs of claim, complaints, motions, applications, notices and other documents. Any amounts received by Mortgagee as damages arising out of the rejection of the Ground Lease as aforesaid shall be applied first to all costs and expenses of Mortgagee (including, without limitation, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and thereafter in accordance with the Loan Agreement. Mortgagor acknowledges that the assignment of all claims and rights to the payment of damages from the rejection of the Ground Lease made under the granting clauses of this Mortgage constitutes a present irreversible and unconditional assignment and Mortgagor shall, at the request of Mortgagee, promptly make, execute, acknowledge and deliver, in form and substance reasonably satisfactory to Mortgagee, a UCC Financing Statement and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Mortgagee to carry out such assignment.

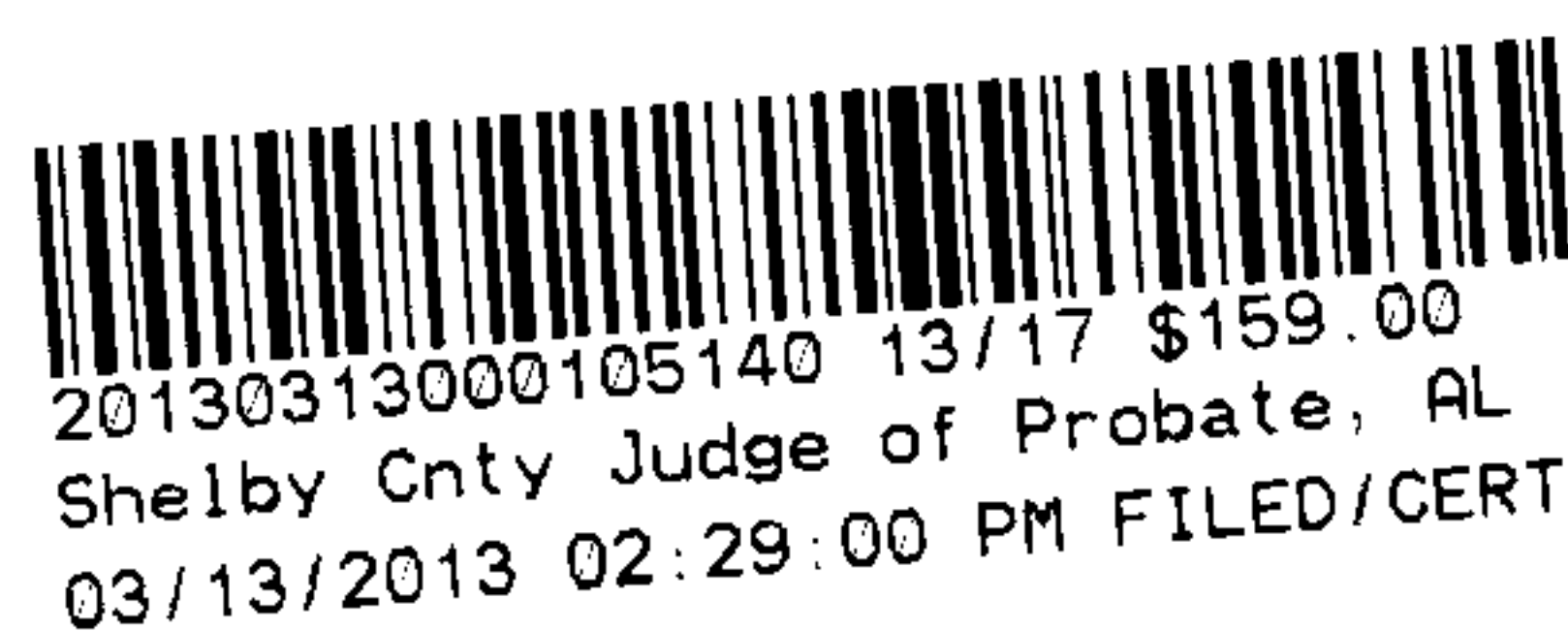
(d) If pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, Mortgagor shall seek to offset against the rent reserved in the Ground Lease the amount of any damages caused by the nonperformance by the lessor or any other party of any of their respective obligations under such Ground Lease after the rejection by the lessor or such other party of such Ground Lease under the Bankruptcy Code, then Mortgagor shall, if an Event of Default shall have occurred and be continuing, prior to effecting such offset, notify Mortgagee of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. In such event, Mortgagee shall have the right to object to all or any part of such offset that, in the reasonable judgment of Mortgagee, would constitute a breach of such Ground Lease, and in the event of such objection, Mortgagor shall not effect any offset of the amounts found objectionable by Mortgagee. Neither Mortgagee's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Mortgagee.

(e) Mortgagor shall, after obtaining knowledge thereof, promptly notify Mortgagee of any filing by or against the lessor or other party with an interest in the Real Estate of a petition under the Bankruptcy Code. Mortgagor shall promptly deliver to Mortgagee, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Mortgagor in connection with any such petition and any proceedings relating thereto.

(f) If there shall be filed by or against Mortgagor a petition under the Bankruptcy Code and Mortgagor, as lessee under the Ground Lease, shall determine to reject the Ground Lease pursuant to Section 365(a) of the Bankruptcy Code, then Mortgagor shall give Mortgagee not less than ten (10) days' prior notice of the date on which Mortgagor shall apply to the Bankruptcy Court for authority to reject the Ground Lease.

21. Future Advances. This Mortgage secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement, which reflects that Mortgagor and other Obligors and the Lender reasonably contemplate the issuance of new or additional Notes, and the making of additional Loans pursuant thereto. This Mortgage shall secure not only the original indebtedness but also the additional Loans evidenced by such new Notes, whether any of the foregoing are obligatory or are to be made at the option of the Lender or otherwise, to the same extent and with the same priority of lien as if such future Loan advances had been made at the time this Mortgage is recorded. The total amount of indebtedness secured by this Mortgage may increase or decrease from time to time, but the amount so secured at any one time shall not exceed the maximum amount, if any, specified in this Mortgage, plus interest thereon at the rate provided in the Loan Agreement, and plus any disbursements made by the Mortgagee to protect the security of this Mortgage.

22. Attorneys' Fees. All references to "attorneys' fees" herein and in the other Loan Documents shall be deemed to be "reasonable attorneys' fees," and as used herein, and in any other Loan Documents to the extent applicable law applies thereto, the phrase "reasonable attorneys' fees" and similar phrases shall mean attorneys' fees at standard hourly rates actually incurred.



23. No Other Liens. As and to the extent of the restrictions set forth in the Loan Agreement, Mortgagor shall not sell, transfer or assign the Assigned Interests or any part thereof, and Mortgagor shall not further encumber its interest in the Real Estate or any part thereof except for Permitted Encumbrances.

24.1 Power of Sale. Upon the occurrence and during the existence of an Event of Default, Mortgagee may sell the Real Estate at public outcry to the highest bidder for cash in front of the Court House door in the county where said property is located, during the legal hours of sale, either in person or by auctioneer, after having first given notice of the time, place and terms of sale by publication once a week for three (3) successive weeks prior to said sale in some newspaper published in said county, and, upon payment of the purchase money, Mortgagee or any person conducting the sale for Mortgagee is authorized to execute to the purchaser at said sale a deed to the Real Estate so purchased. Mortgagee may bid at said sale and purchase said Real Estate, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Real Estate may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Mortgagee may elect.

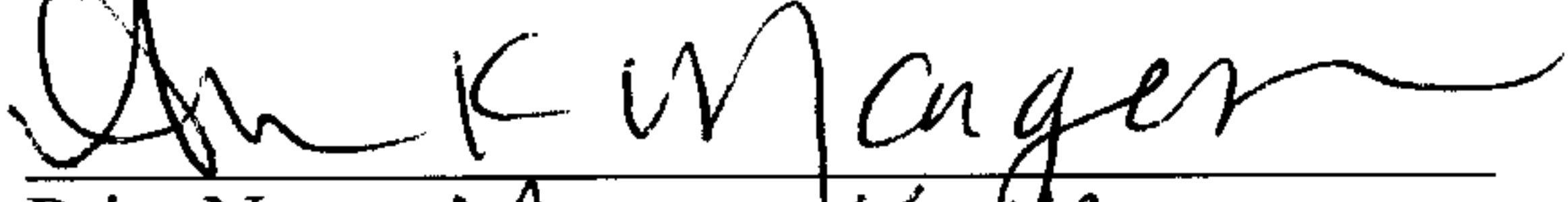
24.2 Conflicting Provisions. The provisions of this Section are intended to supplement, and not limit, the other provisions of this Mortgage; provided, however, that in the event the provisions of this Section contradict any other provision of this Mortgage, the provisions of this Section shall govern.

IN WITNESS WHEREOF, this Mortgage has been duly executed by Mortgagor as of the day and year first above written.

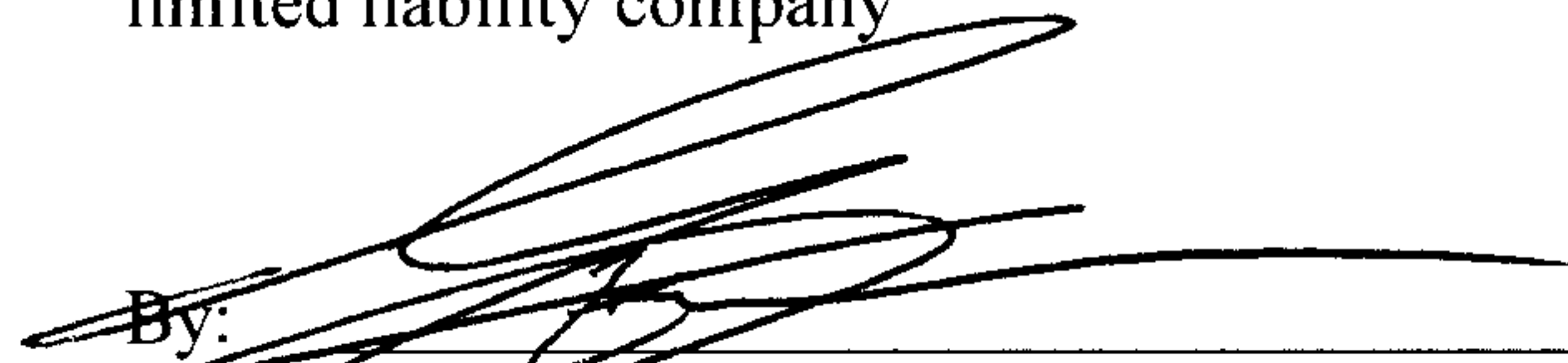
WITNESS:


Print Name: S.M. Bergstrom

WITNESS:


Print Name: Ann K. Margeson

AP Wireless Investments I, LLC, a Delaware
limited liability company

By: 
Name: Eric M. Overman
Title: CEO and General Counsel



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Shelby Cnty Judge of Probate, AL
03/13/2013 02:29:00 PM FILED/CERT

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN DIEGO)

On December 20, 2012, before me, Esteban Castrejon, Notary Public, personally appeared Eric M. Overman, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

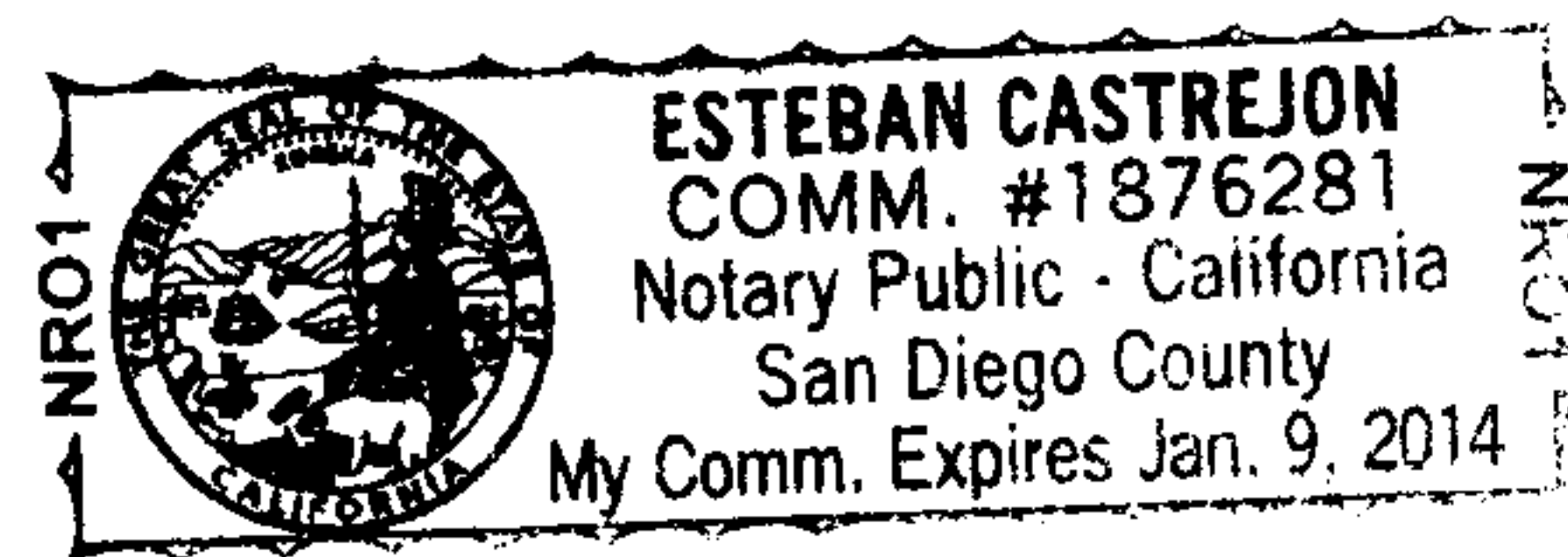
Witness my hand and official seal.




Notary Public

(SEAL)

My Commission Expires: 1/9/14




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Shelby Cnty Judge of Probate, AL
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Schedule A-1

Description of the Easement Real Estate

The easement estate created by the agreement described in Schedule B-1, being a portion of the property described as follows:

PARCEL I:

A part of the NE 1/4 of the SW 1/4 of Section 31, Township 18 South, Range 1 East and being more particularly described as follows:

Commence at the Northwest corner of said 1/4 1/4 Section; thence Southerly and along the West line of same, for a distance of 941.66 feet to the point of beginning of the property described herein; thence continue along the last named course and along said West line, for a distance of 409.96 feet to the Southwest Corner of said 1/4 1/4 Section; thence turn an angle to the left of 91 deg. 52 min. in an Easterly direction, and along the South line of said 1/4 1/4 Section for a distance of 545.54 feet; thence turn an angle to the left of 142 deg. 23 min. in a Northwesterly direction for a distance 671.14 feet to the point of beginning.

PARCEL II:

A part of the SW 1/4 of the SW 1/4 Section 31, Township 18 South, Range 1 East, and being described as follows:

Commence at the NE corner of said 1/4 1/4 Section, thence Southerly and along the East line of same for a distance of 529.51 feet to the point of beginning of the property described herein: thence continue along the last named course for a distance of 81.65 feet to a point on the Northwesterly right of way line of the Montevallo Road thence turn an angle to the right of 40 deg. 51 min. in a Southwesterly direction, and along said right of way line for a distance of 501.16 feet; thence turn an angle to the right of 173 deg. 65 min. in a Northeasterly direction for a distance of 604.00 feet to the point of beginning.

PARCEL III:

All of that part of the Southwest 1/4 of the Southwest 1/4 of Section 31, Township 18 Range 1 East lying Southeast of the Montevallo Road.

PARCEL IV:

West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 31, Township 18 Range 1 East.
AND BEING a portion of the same property conveyed to Betty B. Hale, Melinda Jean Tanner and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased from Betty B. Hale, Melinda Jean Tanner and James Albert Hale, III, as Co-Executors of the Estate of James Albert Hale, Jr., deceased by Statutory Warranty Deed dated January 10, 1985 and recorded January 15, 1985 in Deed Book 014, Page 875; AND FURTHER CONVEYED to Melinda Jean Tanner Hurd and James Albert Hale, III from Melinda Jean Tanner and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased by Warranty Deed dated March 12, 2004 and recorded March 16, 2004 in Instrument No. 20040316000134690; AND FURTHER CONVEYED to Melinda Jean Tanner Hurd and James Albert Hale, III from Melinda Jean Tanner Hurd and James Albert Hale, III, as Co-Trustees of Trust Estate "B" under the Last Will and Testament of James Albert Hale, Jr., deceased by Corrected Deed dated March 12, 2004 and recorded November 02, 2004 in Instrument No. 20041102000603500; the said James Albert Hale, III departed this earth on or about February 16, 2009.

Schedule A-2

Description of the Leased Real Estate

None

Schedule A-3

Description of the Owned Real Estate

None

Schedule B-1

Description of the Easement

Easement and Assignment Agreement dated June 16, 2012 between Melinda Jean Tanner Hurd as to a 50% interest and Vickie Lane Hale, Amanda L. Hale and Crystal L. Hale collectively as to a 50% interest, individuals, and AP Wireless Investments I, LLC, limited liability company, recorded as Doc # 20120712000249350 07/12/2012 in the Shelby County Recorder

Schedule B-2


Description of the Ground Lease(s)

None

Schedule C-1

Description of the Lease(s)

Unrecorded Communications Site Lease Agreement (Ground) dated May 2, 2000 between Betty B. Hale, Melinda Jean Tanner Hurd, and James Albert Hale, III, as Co-Trustees of Trust "B" under the Last Will and Testament of James Albert Hale, Jr., (deceased), co-trustees, as landlord, and Nextel South Corp., a Georgia corporation, d/b/a Nextell Communications, as tenant; as assigned, transferred and amended


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