



ASS 2006069059



JUN 20 2006 10:54 P 19

Received - DIANE L. BATTIATO
Register of Deeds, Douglas County, NE
6/20/2006 10:54:24.45



2006069059

MORGAN STANLEY ASSET FUNDING, INC., AS AGENT,
as Assignor,

No P.O.A. Attached

in favor of

LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE, AS AGENT,
as Assignee

ASSIGNMENT AGREEMENT

Dated: As of the earliest notarization date,
but effective as of February 28, 2006

Premises: See Exhibit A attached hereto

NE, Douglas COUNTY - Round 2

Land America Commercial
101 Gateway Centre Parkway
Richmond, VA 23235
AHN: Andrea Weber

5
AP (see attached also)
FEE 102.00 FB 01-60000
19 BKP 9-14-11 C/O COMP
14 DEL SCAN FV
✓ 1813524154

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "Assignment Agreement") is dated as of the earliest notarization date and effective as of the 28th day of February, 2006, by **MORGAN STANLEY ASSET FUNDING, INC.**, having an address at 1221 Avenue of the Americas, 27th floor, New York, New York 10020 (hereinafter referred to as "Assignor"), as Agent, in favor of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, having an address at 135 South LaSalle Street, Suite 1625, Chicago, Illinois 60603, in its capacity as trustee for Global Signal Trust III (hereinafter referred to as "Assignee"); and ratified and confirmed by **GLOBAL SIGNAL ACQUISITIONS II LLC**, a limited liability company organized under the laws of the State of Delaware, having an address at 301 North Cattlemen Road, Sarasota, Florida 34232 (hereinafter referred to as "Borrower").

WITNESSETH:

WHEREAS, pursuant to the terms of that certain Acquisition Credit Agreement dated as of May 26, 2005 (as amended through the date hereof, the "Acquisitions II Credit Agreement"), among Borrower, as borrower, Assignor, as a Lender and Administrative Agent and Collateral Agent, and the other "Lenders" thereunder from time to time (collectively, the "Acquisitions II Lenders"), the Acquisitions II Lenders made a loan to Borrower in the maximum principal amount of \$850,000,000 (hereinafter referred to as the "Existing Acquisitions II Indebtedness");

WHEREAS, the Existing Acquisitions II Indebtedness (i) is evidenced by certain promissory notes (collectively, the "Existing Notes") delivered to each of the Acquisitions II Lenders and (ii) is secured by, among other things, certain Mortgages, Deeds of Trusts and Deeds to Secure Debt given for the benefit of Assignor as collateral agent (each, an "Existing Mortgage" and, collectively, the "Existing Mortgage"), including the Existing Mortgage listed on Schedule 1 annexed hereto and made a part hereof (the "Applicable Existing Mortgage") covering the sites listed on Schedule 2 annexed hereto and made a part hereof;

WHEREAS, as of the date hereof, the outstanding principal balance of the Existing Acquisitions II Indebtedness is \$850,000,000;

WHEREAS, contemporaneously with the execution and delivery of this Assignment Agreement the Existing Acquisitions II Indebtedness is being amended to, among other things, increase the maximum principal amount thereof to \$995,488,277 (as so amended and restated, the "Loan");

WHEREAS, Assignor and Borrower desire to enter into this Assignment Agreement to amend and modify certain provisions in the Applicable Existing Mortgage, and to assign the Applicable Existing Mortgage to Assignee, all as more particularly described herein; and

WHEREAS, Borrower is joining in this Assignment Agreement to ratify the actions taken herein.

NOW, THEREFORE, for other good and valuable consideration, the receipt of which is hereby acknowledged, Borrower and Assignor hereby agree as follows:

1. **Amendments to the Applicable Existing Mortgage.** The Applicable Existing Mortgage listed on **Schedule 1** annexed hereto and made a part hereof, to the extent applicable, is hereby amended as follows: (i) to the extent there is a stated principal balance, the stated principal balance is now \$995,488,277, or, (ii) if there is a specific allocation of the stated principal balance in the Applicable Existing Mortgage, such amount shall be deemed deleted and replaced with that portion of the principal balance set forth with respect to the Applicable Existing Mortgage set forth on **Schedule 1**.

2. **Assignment of the Applicable Existing Mortgage.** Assignor does hereby grant, bargain, sell, convey, assign, transfer and set over to Assignee all of Assignor's right, title and interest, of any kind whatsoever, including, without limitation, that of mortgagee, beneficiary, payee, assignee or secured party, as the case may be, in and to the Applicable Existing Mortgage.

3. **No Substitution or Novation.** Neither this Assignment Agreement, nor the Applicable Existing Mortgage, as modified by this Assignment Agreement, nor anything contained herein shall be construed as a substitution or novation of Borrower's indebtedness to Acquisitions II Lenders or Assignor, which shall remain in full force and effect, as hereby confirmed, modified, amended and restated. Neither this Assignment Agreement, nor anything contained herein, shall be construed as a substitution or novation of the Applicable Existing Mortgage, which shall remain in full force and effect, as hereby confirmed, modified, amended and restated.


4. **Amendments.** This Assignment Agreement may not be modified, amended or terminated, except by an agreement in writing signed by the parties hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) (who for purposes of any real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

BORROWER:

GLOBAL SIGNAL ACQUISITIONS II LLC,
a Delaware limited liability company

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


STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of April, 2006 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.



Becky L. Brodkorb
My Commission DD285335
Expires January 27 2008

Signature: 

Name (printed, typed or stamped): Becky L. Brodkorb

IN WITNESS WHEREOF, the undersigned, by its duly elected officer(s) (who for purposes of any real property located in the District of Columbia, are hereby appointed as its attorneys-in-fact) and pursuant to proper authority of its board of directors has duly executed, acknowledged and delivered this instrument as its true act and deed.

MORGAN STANLEY ASSET FUNDING, INC., by its attorney in fact pursuant to that certain power of attorney dated as of February 28, 2006 granted to Towers Finco III, LLC


By: [Signature]
Name: Melissa J. Buda
Assistant General Counsel
Real Estate
Title: _____

STATE OF FLORIDA)
) ss.:
COUNTY OF SARASOTA)

On April 14th 2006, before me, the undersigned officer, personally appeared MELISSA J. BUDA, who acknowledged himself herself to me (or proved to me on the basis of satisfactory evidence) to be Assistant General Counsel of the foregoing signing limited liability company as the attorney in fact for Morgan Stanley Asset Funding, Inc. (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said LLC.

Witness my hand and official seal.

[Signature]
Notary Public
My commission expires:

 Becky L. Brodtkorb
My Commission DD285336
Expires January 27 2008

Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

SCHEDULE 2

(List of Sites Covered by the Applicable Existing Mortgage)

- KREJCI (NE PUBLIC STORAGE NUMBERA) - (OM03XC041) (10625393)
- MILLARD WEST HS - (OM13XC212) (10625394)
- AMERICAN LEGION-MILLARD - (OM13XC427) (10625385)
- ACE RENT-TO-OWN - (OM54XC442) (10625384)
- QWEST - OMA013 - (OM63XC476) (10625397)
- QWEST-OMA084 - (OM63XC479) (10625400)

NE, Douglas COUNTY - Round 2

Exhibit A

DOUGLAS COUNTY, NE
Tax ID: 2837-2300-08

A lease by and between Frank R. Krejci, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1193, Page 413; Re-recorded in Book 1217, Page 738.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") 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:

Lot 1 in Cornhusker Industrial Park III, as platted, being a part of the Northwest Quarter (NW 1/4) of Section Thirty-five (35), Range eleven (11), East of the 6th P.M., in Douglas County, Nebraska.

66-07360

When recorded, return to:

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

Number

10625393

Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

Exhibit A

DOUGLAS COUNTY, NE
Tax ID: 1052-0000-08

A lease by and between School District No. 17 Millard Public School District, 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 evidenced by a(n) PCS Site Agreement recorded Document No. 2005122687.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") 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:

That part of the Northwest Quarter of Section 9, Township 14 North, Range 11 East of the 6th P.M. Douglas County, Nebraska, described as follows:

Commencing at the southwest corner of the said NW 1/4 of Section 9;

Thence North 00 degrees 10' 55" West (bearings referenced to the Final Plat of Mission Park, a Subdivision, as surveyed, platted and recorded in Douglas County, Nebraska) for 298.15 feet along the west line of the said NW 1/4 of Section 9;

Thence continuing North 00 degrees 10' 55" West for 1816.44 feet along the said west line of the NW 1/4 of Section 9;

Thence North 89 degrees 21' 22" East for 633.02 feet parallel with and 533.00 feet south of the north line of the said NW 1/4 of section 9;

Thence North 00 degrees 10' 55" west for 533.02 feet parallel with the 633.00 feet east of the said west line of the NW 1/4 of Section 9 to the north line of the said NW 1/4 of Section 9;

Thence north 89 degrees 21' 22" East for 1066.58 feet along the said north line of the NW 1/4 of Section 9;

Thence South 00 degrees 38' 38" East for 200.00 feet;

Thence along a curve to the right (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 45' 15" West for 664.26 feet) for an arc length of 677.12 feet;

Thence along a curve to the left (having a radius of 1000.00 feet and a long chord bearing South 18 degrees 59' 07" West for 656.65 feet) for an arc length of 669.06 feet;

Thence South 00 degrees 10' 55" East for 414.61 feet parallel with and 1270.00 feet east of the west line e of the said NW 1/4 of Section 9;

Thence along a curve to the right (having a radius of 500.00 feet and a long chord bearing South 44 degrees 49' 05" West for 707.11 feet) for an arc length of 785.40 feet;

Thence South 89 degrees 49' 05" West 770.00 feet to the Point of Beginning.

Contains 67.85 acres including 2.18 acres of existing county roadway easement.

When recorded, return to:

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

Number

10625394

9-14-11
01-60000

Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

Exhibit A

DOUGLAS COUNTY, NE
Tax ID: 4526-8845-17

A lease by and between Millard American Legion Post 374, 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 evidenced by a(n) PCS Site Agreement recorded Document No. 2005136620.

Said leasehold interest was assigned to STC FIVE LLC, ("Lessor") and further subleased by such entity to Global Signal Acquisitions II LLC, ("Assignee") 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:

Lots 1, 2, 3, 21, 22 and 23, in Millard Industrial Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. *61-25539*

AND

Lots 4 and 20, in Millard Industrial Park, an Addition to the City of Omaha, as surveyed, platted and recorded in Douglas County, Nebraska. *61-25539*

When recorded, return to:

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

Number

10625385

Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

Exhibit A

DOUGLAS COUNTY, NE
Tax ID: 3216-0002-06

A lease by and between Hulac, Inc., a Nebraska corporation, 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 evidenced by a(n) Memorandum of PCS Site Agreement recorded Book 1420, Page 637.

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

Except East 17 feet, Lots 70 and 71, Benson Gardens, Douglas County, Nebraska

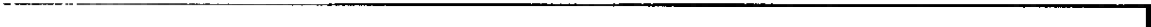
58-03280

When recorded, return to:

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

Number

10625384



Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

Exhibit A

Douglas COUNTY, NE
Tax ID: 0500-0002-11

A lease by and between B.A.D. LLC, a Nebraska limited liability company, 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 evidenced by a(n) Memorandum of Assignment and Assumption Agreement recorded Book 2201, Page 380.

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

Legal Description Lease Site:

That part of Lot 7, Block 88, Florence Addition, to the City of Omaha, as recorded in Deed Book 1517, page 29, Douglas County, Nebraska, being more particularly described as follows:

44-12280

Referring to the Southeast corner of said Lot 7; thence Southeast corner of said Lot 7; thence southwesterly S 75'37'30" W, on the south line of said lot 119.96 feet; thence northwesterly N 14'22'30" W. 26.16 feet, to the point of beginning for the described Lease Site; thence northwesterly N. 14'22'30" W. 10.77 feet; thence northeasterly N 75'37'30" E, 7.20 feet; thence southeasterly S 14'22'30" E. 10.77 feet; thence southwesterly S. 75'37'30" W. 7.20 feet, to the point of beginning for the described Lease Site.

Containing a total calculated area of 78 square feet, more or less.

LEGAL DESCRIPTION ACCESS EASEMENT

An Access Easement 12 feet in width located in part of Lot 7, Block 88, Florence Addition, to the City of Omaha, as recorded in Deed Book 1517, page 29, Douglas County, Nebraska, being more particularly described as follows:

Referring to the Northeast corner of said Lease Site; thence southeasterly S 14'22'30" E. 5.40 feet to the point of beginning for the center line of the described easement; thence northeasterly N 70'02'35" E. 71.20 feet; thence southeasterly S 15'45'06" E, 36.48 feet to the point of termination for the center line of the described easement.

LEGAL DESCRIPTION UTILITY EASEMENT

Future Utility Easements through, on, over, under or across the premises shall be granted by the owner as requested.

ZONE
Zone CC

When recorded, return to:

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

Number

10625397

Schedule 1

Date of Instrument: 9/12/2005
Recorded Date: 11/7/2005
Book/Page/Instrument: 2005140589

Exhibit A

Douglas COUNTY, NE
Tax ID: 4805-0075-18

A lease by and between School Sisters of Notre Dame, 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 evidenced by a(n) Memorandum of Assignment and Assumption Agreement recorded Document No. 2004098167.

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

Legal Description Lease Area:

A tract of land located in Lot 1, Notre Dame Sisters Replat 2, a subdivision located in the NE 1/4 of Section 29, Township 16 North, Range 13 East of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, Notre Dame Sisters Replat 2, said point also being the point of intersection of the South right-of-way line of State Street and the East right-of-way of 36th Street; thence S 89 degrees 42' 02" E (assumed bearing) along the North line of said Lot 1, Notre Dame Sisters Replat 2, said line also being said South right-of-way line of State Street, a distance of 40.27 feet; thence S 00 degrees 17' 58" W, a distance of 129.50 feet; thence S 05 degrees 32' 54" E, a distance of 41.27 feet; thence S 19 degrees 51' 16"E, a distance of 37.27 feet; thence S 29 degrees 03' 40"E, a distance of 62.91 feet; thence Easterly on a curve to the left with a radius of 12.73 feet; a distance of 13.47 feet, said curve having a long chord which bears S 59 degrees 22' 51"E, a distance of 12.85 feet; thence S 89 degrees 42' 02"E, a distance of 60.28 feet, thence S 00 degrees 00' 00" W, a distance of 18.89 feet; thence N 89 degrees 42' 02" W, a distance of 1.00 feet to point of beginning; thence S 00 degrees 17' 58" W, a distance of 14.00 feet; thence N 89 degrees 42' 02"W, a distance of 8.00 feet; thence N00 degrees 17' 58"E, a distance of 14.00 feet; thence S 89 degrees 42' 02"E, a distance of 8.00 feet to the point of beginning.

Said tract of land contains an area of 112 square feet or 0.003 acres, more or less.

Legal Description Ingress & Egress Easement:

A tract of land located in Lot 1, Notre Dame Sisters Replat 2, a subdivision located in the NE 1/4 of Section 29, Township 16 North, Range 13 Esat of the 6th P.M., Douglas County, Nebraska, more particularly described as follows:

Commencing at the Northwest corner of said Lot 1, Notre Dame Sisters Replat 2, said point also being the point of intersection of the South right-of-way line of State Street and the East right-of-way line of 36th Street; thence S 89 degrees 42' 02" E (assumed bearing) along the North line of said Lot 1, Notre Dame Sisters Replat 2, said line also being said South right-of-way line of State Street, a distance of 30.27 feet to the point of beginning; thence continuing S 89 degrees 42' 02"E, along said North line of Lot 1, Notre Dame Sisters Replat 2, said line also being said South right-of-way line of State Street, a distance of 10.00 feet; thence S 00 degrees 17' 58" W, a distance of 129.50 feet; thence S 05 degrees 32' 54" E, a distance of 41.27 feet; S 19 degrees 51' 16" E, a distance of 37.27 feet; thence S 29 degrees 03' 40" E, a distance of 62.91 feet, thence Easterly on a curve to the left with a radius of 12.73 feet; a distance of 13.47 feet, said curve having a long chord which bears S 59 degrees 22' 51" E, a distance of 12.85 feet; thence S 89 degrees 42' 02" E, a distance of 60.28 feet, thence S 00 degrees, 00' 00" W, a distance of 18.89 feet; thence N 89 degrees 42' 02" W, a distance of 10.00 feet; thence N 00 degrees 00' 00"W, a distance of 8.89 feet; thence N 89 degrees 42' 02" W, a distance of 50.34 feet; thence Northwesterly on a curve to the right with a radius of 22.73 feet, a distance of 24.06 feet, said curve having a long chord which bears N 59 degrees 22' 51" W, a distance of 22.95 feet; thence N 29 degrees 03' 402" W, a distance of 63.72 feet; thence N 19 degrees 51'

16" W, a distance of 39.33 feet; thence N 05 degrees 32' 54" W, a distance of 43.09 feet; thence N 00 degrees 17' 58" E, a distance of 129.96 feet to the point of beginning.

Said tract of land contains an area of 3,616 square feet or 0.083 acres, more or less.

When recorded, return to:

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

Number

10625400