

PRELIMINARY REPORT OF TITLE

Title File No.: TEP-124275-I
Client File No.: 15739PhantomCanyonVie
w

Effective Date of Report: 19th day of January, 2022
Prepared for: Tower Engineering
Professionals, Inc.

Inquiries Should be Directed to: Tower Title and Closing
(844) 944-2876
title@towertitle.com

SCHEDULE A

1. The **estate** or **interest** in the land described or referred to in within this report is **FEE SIMPLE**
2. Title to said estate or interest in said land is at the effective date hereof vested in: **Z Investments LLC**
3. The land referred to in this report is situated in the **County of El Paso, State of Colorado, and is described as per Exhibit A Attached.**

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

SCHEDULE B – SECTION I
(Part I)

The following are the general requirements to be complied with:

1. The Company must be furnished proof of payment of all real property taxes and assessments that are due and payable.
Type of Tax: County
For the period: 2021
In the amount of:
1st Installment: \$993.07
2nd Installment: \$993.06
Tax parcel ID: 7600000276
Date Due:
1st Installment: 2/28/2022
2nd Installment: 6/15/2022
Interest and penalties may accrue.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Any and all unpaid taxes, assessments, water charges, sewer rents, interest, and penalties thereon and sales thereof, if any, that guaranteed tax search might disclose or upon proof of payment of the above exception will be removed.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors, labor, and material men are all paid.
5. Instruments satisfactory to create the estate or interest to be created must be properly executed (see Document(s) Requirement Note below), delivered and duly filed for record, including any Recorder of Deeds' or Clerks' required Cover Sheets, Affidavits or Forms.
6. The nature of the transaction to be insured herein must be disclosed to the company prior to the closing. Title may be subject to the additional exceptions as may be appropriate after disclosure of the type of transaction.
7. Compliance with Foreign Investment in Real Property Tax Act of 1980, Section 1445 and 897 of the IRS Code and related Treasury regulations.

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

8. To delete the Standard Exceptions, the company requires an ALTA Survey and executed Owner's Affidavit.
9. Except in an exempt transaction, the company must be furnished with the seller's social security number of tax identification number and all other information necessary to complete IRS form 1099S.
10. Obtain and record current Certificate of Municipal Liens showing all current real estate taxes, water and sewer charges paid to date in order to modify item No. 2 of Schedule B-Section II herein. (if applicable)

NOTE: It is the responsibility of the seller and buyer to coordinate a final water and sewer reading within 72 hours of closing and to provide evidence of payment of the bill to omit outstanding water and sewer charges as exception in the final policy.

SCHEDULE B – SECTION I
(Part II)

The following are the specific requirements to be complied with:

11. WITH RESPECT TO Z Investments LLC (hereinafter referred to as LLC), THE FOLLOWING MUST BE SUBMITTED:

A) A copy of:

1. the Articles of Organization,
2. written Operating Agreement and all amendments thereto,
3. current membership roster, and
4. a certificate of good standing (or current registration) of LLC.

B) Unless the deed, mortgage/deed of trust and/or other encumbrance instrument(s) is/are executed by all Members, the Company must be furnished a Resolution of all Members of the LLC approving the transaction and ratifying and confirming action taken or to be taken by the Manager(s) or Managing Member(s).

C) In lieu of A and B above, certification by LLC's attorney that LLC is a valid and subsisting limited liability company in its state of organization and that execution and delivery of the deed, mortgage/Deed of Trust and/or other encumbrance instrument(s) is/are pursuant to the terms of its operating agreement.

D) Execution of any recordable document (also any Company affidavit, cover sheet, or other executed document), must include proper state of formation; and, if applicable, correctly reflect any mergers, name changes, erroneous names used or variations in title.

12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

13. Subject to review of current survey of tower site and easements prior to issuance of policy.

14. Mortgage, Assignment of Leases and Rents and Security Agreement in the amount of \$200,000,000.00 between T3 Unison Site Management LLC, a Delaware limited liability company (borrower) and Deutsche Bank Trust Company Americas, a New York banking corporation (lender), dated March 20, 2008 and recorded April 4, 2008 in (instrument) 208038701 in El Paso County, Colorado.

15. Release of adverse restrictions contained in the Amendment to the Declaration of Conditions, Covenants, Restrictions and Easement dated November 17, 2017 and recorded November 17, 2017 in (instrument) 217140313, as identified under 1. Commercial and Non-Single Family Residential Use Prohibited.

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

16. Release of adverse restrictions contained in the Declaration of Conditions, Covenants, Restrictions and Easements dated December 29, 1995 and recorded December 29, 1995 in (book) 6794 (page) 415 (instrument) 096000623, as identified under Section 101 Property Use.

END OF REQUIREMENTS
(END OF SCHEDULE B – SECTION I)

INFORMATIONAL

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

SCHEDULE B – SECTION II

Schedule B of the policy or policies to be issued will contain the following Standard Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Report, including:
 - a. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
 - b. Proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. The lien of supplemental or escaped assessments of property taxes, if any.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records, including:
 - a. Unpatented mining claims;
 - b. Reservations or exceptions in patents or in Acts authorizing the issuance thereof;
 - c. Water right, claims or title to water,Whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records.
6. Any lien or right to lien for services, labor or material not shown by the Public Records.
7. Taxes for the current fiscal year and subsequent years, a lien not yet due and payable.

Schedule B of the policy or policies to be issued will contain the following Specific Exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

8. Terms and conditions contained in that Declaration of Conditions, Covenants, Restrictions and Easements dated December 29, 1995 and recorded December 29, 1995 in (book) 6794 (page) 415 (instrument) 096000623 in El Paso County, Colorado.

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

Affected by a(n) Amendment to Declaration of Conditions, Covenants, Restrictions and Easements dated December 2, 2003 and recorded December 5, 2003 in (instrument) 203282283 in El Paso County, Colorado.

Affected by a(n) Amendment to the Declaration of Conditions, Covenants, Restrictions and Easement dated November 17, 2017 and recorded November 17, 2017 in (instrument) 217140313 in El Paso County, Colorado.

9. Annexation of Real Property dated June 9, 1997 and recorded June 13, 1997 in (instrument) 097067999, in El Paso County, Colorado.

10. Grant of Easement between Highlands of Turkey Canon Ranch, Inc., a Colorado corporation; and Coconut Telegraph Communications, Inc., dated April 12, 2000 and recorded April 27, 2000 in (instrument) 200046390, in El Paso County, Colorado.

11. Grant of Easement between Highlands of Turkey Canon Ranch, Inc., a Colorado corporation; and Coconut Telegraph Communications, Inc., dated April 12, 2000 and recorded July 10, 2001 in (instrument) 201096316, in El Paso County, Colorado.

12. Grant of Easement between Highlands of Turkey Canon Ranch, Inc., a Colorado corporation; and Coconut Telegraph Communications, Inc., dated April 12, 2000 and recorded July 10, 2001 in (instrument) 201096318, in El Paso County, Colorado.

13. Access Easement Agreement between Turkey Canon Ranch Homeowners Association, a Colorado non-profit corporation; and Michael L. Gilbreth, an individual, Dixie D. Gilbreth, an individual, Mark T. Seward, an individual, Beverly W. Seward, an individual, Robert H. Frazee, an individual, Mary Ellen Frazee, an individual, Galina Leonova, an individual, Vassili Leonov, an individual, Boris Leonov, an individual, David B. Pisaneschi, an individual, Richard M. Libert, an individual, Jeanne Libert, an individual, Roy R. Briggs, an individual, David J. Johnson, an individual, Stephanie N. Johnson, an individual, Mark A. McClurg, an individual, Susan L. McClurg, an individual, Gregory S. Butler, an individual, Liese A. Butler, and individual, Allen G. Oliphant, an individual, Holly A. Oliphant, an individual, Timothy M. McNamara, an individual, Highlands of Turkey Canon Ranch, Inc., a Colorado corporation, Susan K. Morley, an individual, Mark E. Morley, an individual, dated December 2, 2003 and recorded December 5, 2003 in (instrument) 203282307, in El Paso County, Colorado.

14. Terms and conditions of an unrecorded lease, as evidenced by a(n) Memorandum of Lease between Coconut Telegraph Communications, a Colorado limited liability company and AT&T Wireless PCS, LLC, a Delaware limited liability company, d/b/a AT&T Wireless, by: AT&T Wireless Services, Inc., a Delaware corporation, its member, dated October 8, 2002 and recorded October 29, 2003 in (instrument) 203254811, in El Paso County, Colorado.

Affected by a(n) Memorandum of Third Amendment to Option and Lease Agreement between T3 GS Cell Site Management LLC (f/k/a T3 Unison Site Management LLC), a Delaware limited liability company and New Cingular Wireless PCS, LLC, a Delaware limited liability company, dated December 15, 2010 and recorded December 22, 2010 in (instrument) 210130859, in El Paso

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

County, Colorado.

15. Any and all matters disclosed on the map entitled "Highlands of Turkey Canon Ranch Filing No. 2" dated November 19, 2003 and recorded November 19, 2003 in , (instrument) 2003-282284 in El Paso County, Colorado.

END OF EXCEPTIONS
(END OF SCHEDULE B – SECTION I)

INFORMATIONAL

This report is not a commitment to insure title. Auro Solutions, LLC dba Tower Title and Closing, its owners, subsidiaries, employees, or contractors, hold no liability for the information provided in this report. The report provided herein is intended for informational purposes only and is not a binding contract for title insurance.

EXHIBIT "A"
(Legal Description)

The following described property located in the County of El Paso, State of Colorado, to wit:

Lot 16 in Highlands of Turkey Canon Ranch Filing No. 2, El Paso County, Colorado.

Parcel No. 7600000276

This being the same property conveyed to Z Investments from Thomas S. Mowle as the Public Trustee in and for the County of El Paso, State of Colorado in deed dated June 4, 2010 and recorded June 4, 2010 as Instrument No. 210052612.

INFORMATIONAL

District Court, El Paso County, Colorado 270 South Tejon Street, P.O. Box 2980 Colorado Springs, CO 80901	DATE FILED: July 10, 2019 3:58 PM
Plaintiff: ZINVESTMENTS LLC, a Colorado Limited Liability Company v. Defendants: GLP Cell Site III LLC d/b/a Global Tower Partners a/k/a Global Tower LLC and American Tower Corporation	▲ COURT USE ONLY ▲
	Case Number: 2018CV32308 Div.: 16
DECREE QUIETING TITLE	

This matter comes on before the Court upon the Plaintiff's Verified Motion of Entry of Default Judgment against the Defendants. The Court has reviewed the Plaintiff's Complaint, the Exhibits, the Verified Motion for Entry of Default Judgment and the file and finds that:

1. That the Court previously Entered the Default of the Defendants in this matter on December 3, 2018.
2. That such Defendants have failed to file any responsive pleadings whatsoever either before or after the Entry of Default.
3. That venue is proper in this County and that the real and personal property, which is the subject matter of this action, is located in El Paso County, Colorado.

4. That the Defendants are not minors, incompetent persons, officers or agencies of the State of Colorado, nor are they in the military service based upon reasonable inquiry conducted by the Plaintiff.
5. That the Plaintiff is the successor to People's National Bank which had a security interest in the real property, which is the subject matter of this action, to wit: LOT 16 IN HIGHLANDS OF TURKEY CANON RANCH FILING NO. 2, EL PASO COUNTY, COLORADO, also known as: vacant land, Turkey Canon Ranch, Colorado, by virtue of Deeds of Trust recorded on December 30, 2002, and March 6, 2009.
6. That the Court finds that the Deed of Trust recorded March 6, 2009, granted People's National Bank a first and prior security interest in and to the above described real property prior to the rights of any Defendants herein.
7. That the Plaintiff purchased such property at a foreclosure sale conducted by People's National Bank, on such Deed of Trust, on May 12, 2010.
8. That by virtue of such purchase the Plaintiff succeeded to all right title and interest of People's National Bank in and to the subject property, including any personal property, communications tower and all rent, issues, easements, and profits in such property.
9. That the Court has jurisdiction on Parties of this action and to the subject matter thereof.
10. That any claim made by said Defendants is unlawful and without right.

11. That pursuant to C.R.C.P. 105 the Court finds and determines that no Defendants herein have any right, title, or interest in and to the subject property or any part thereof, including, any communications tower, easements, rents, issues, or profits therefrom.

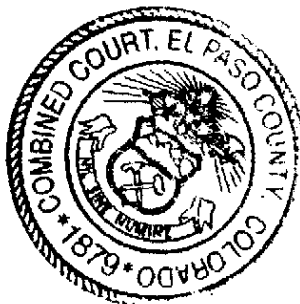
THEREFORE, it is ordered, adjudged and decreed that Z Investments, LLC, a Colorado Limited Liability Company, Plaintiff at the time of the commencement of this proceeding, was and is now the owner in fee simple absolute with the right to possession of the subject property, AND;

That the fee simple title in and to the property be in the same is hereby quieted in the Plaintiff and that each of the Defendants have no right, title, or interest in and to the property or any part thereof and that the Defendants are forever enjoined from asserting any claim, right, title or interest in and to the property or any part thereof.

DATED this ____ day of July 10, 2019, 2019.

G. D. Miller

By: District Judge



State of Colorado, County of El Paso
Certified to be a true, and correct
copy of the original in my custody.

JUL 16 2019

DR. LYNETTE D. CORNELIUS
CLERK OF THE DISTRICT/COUNTY COURT

By: *[Signature]* Deputy

CONFIRMATION DEED

(CRS §38-38-502)

Public Trustee's Foreclosure Sale No. EPC200904977

THIS DEED is made June 4, 2010 between Thomas S. Mowle as the Public Trustee in and for the County of El Paso, State of Colorado, grantor and Z INVESTMENTS, grantee, the holder of the certificate of purchase whose legal address is P.O. BOX 50005, COLORADO SPRINGS, CO 80949.

WHEREAS, the Grantor(s) described below did convey to the public trustee, in trust, the property hereinafter described to secure the payment of the indebtedness provided in said deed of trust:

Original Grantor(s)	MARK E. MORLEY
Original Beneficiary(ies)	PEOPLES NATIONAL BANK
Current Holder of Evidence of Debt	PEOPLES NATIONAL BANK
Date of Deed of Trust	March 02, 2009
County of Recording	El Paso
Recording Date of Deed of Trust	March 06, 2009
Recording Information (Reception and/or Book & Page)	209023558

WHEREAS, a violation was made in certain of the terms and covenants of said deed of trust as shown by the notice of election and demand for sale filed with the Public Trustee, the said property was advertised for public sale at the place and in the manner provided by law and by said deed of trust; combined notice of sale and right to cure and redeem was given as required by law; said property was sold according to said combined notice; and a certificate of purchase thereof was made and recorded in the office of said county Clerk and Recorder; and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said deed of trust, confirms the foreclosure sale and sells and conveys to grantee the following described property located in the County of El Paso, State of Colorado, to wit:

LOT 16 IN HIGHLANDS OF TURKEY CANON RANCH FILING NO. 2, EL PASO COUNTY, COLORADO

Also known by street and number as: , CO

To have and to hold the same, with all appurtenances, forever.

Executed on: June 04, 2010

Public Trustee in and for the County of El Paso, State of Colorado



Dana Cole

By: Dana Cole, Deputy Public Trustee

When Recorded Return to: El Paso County Public Trustee



QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS that HIGHLANDS OF TURKEY CANON RANCH, INC., A COLORADO CORPORATION, of the County of El Paso, and State of Colorado, for Ten Dollars and other good and valuable consideration, in hand paid, does hereby sell and quitclaim to MARK E. MORLEY of the County of El Paso, and State of Colorado, whose mailing address is 70 BOULDER CRESSENT, 2nd FLR COLORADO SPRINGS, CO 80903 the following Real Property, situate in the County of El Paso and State of Colorado (Assessor's Schedule Number:) to wit:

See Attached Legal Description

with all its appurtenances subject to: N/A

Executed and Delivered this 10TH Day of JUNE, 2003.

HIGHLANDS OF TURKEY CANON RANCH, INC., A COLORADO CORPORATION

[Handwritten signature of Robin L. Morley]

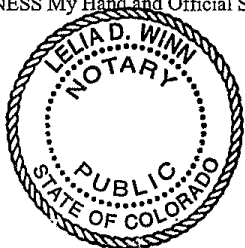
BY: ROBIN L. MORLEY, PRESIDENT

STATE: Colorado }

COUNTY: El Paso }

Then personally appeared ROBIN L. MORLEY AS PRESIDENT OF HIGHLANDS OF TURKEY CANON RANCH, INC., A COLORADO CORPORATION and acknowledged the foregoing instrument to be her free act and deed, before me on this 10th day of JUNE, 2003.

WITNESS My Hand and Official Seal



My Commission Expires 9/18/2006

[Handwritten signature of Notary Public]

Notary Public

My Commission Expires 9/18/06

EXHIBIT "A"

LOT 16

A TRACT OF LAND LOCATED IN PORTIONS OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, EL PASO COUNTY, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER 1/4 CORNER OF SAID SECTION 31; THENCE S 1°40'15" E A DISTANCE OF 396.75 FEET TO THE TRUE POINT OF BEGINNING;
THENCE S 75°24'08" E A DISTANCE OF 966.20 FEET;
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°43'14" AN ARC DISTANCE OF 78.97 FEET A RADIUS OF 123.22 FEET A CHORD BEARING OF

S 29°55'22" W A DISTANCE OF 77.63 FEET;
THENCE S 11°33'45" W A DISTANCE OF 220.74 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65°54'45" AN ARC DISTANCE OF 25.48 FEET A RADIUS OF 22.15 FEET A CHORD BEARING OF S 44°31'07" W A DISTANCE OF 24.09 FEET;
THENCE S 77°28'29" W A DISTANCE OF 188.81 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 47°31'20" AN ARC DISTANCE OF 37.80 FEET A RADIUS OF 45.58 FEET A CHORD BEARING OF N 78°45'51" W A DISTANCE OF 36.73 FEET;
THENCE N 55°00'11" W A DISTANCE OF 58.83 FEET;
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 114°38'28" AN ARC DISTANCE OF 130.06 FEET A RADIUS OF 65.00 FEET A CHORD BEARING OF S 67°40'35" W A DISTANCE OF 109.42 FEET;
THENCE S 10°21'21" W A DISTANCE OF 149.01 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 71°18'53" AN ARC DISTANCE OF 16.60 FEET A RADIUS OF 13.34 FEET A CHORD BEARING OF S 46°00'47" W A DISTANCE OF 15.55 FEET;
THENCE S 81°40'14" W A DISTANCE OF 93.26 FEET;
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 101°40'11" AN ARC DISTANCE OF 115.34 FEET A RADIUS OF 65.00 FEET A CHORD BEARING OF S 30°50'08" W A DISTANCE OF 100.79 FEET;
THENCE S 19°59'57" E A DISTANCE OF 348.48 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 93°14'53" AN ARC DISTANCE OF 8.14 FEET A RADIUS OF 5.00 FEET A CHORD BEARING OF S 26°37'29" W A DISTANCE OF 7.27 FEET;
THENCE S 73°14'56" W A DISTANCE OF 164.48 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°16'15" AN ARC DISTANCE OF 196.62 FEET A RADIUS OF 999.53 FEET A CHORD BEARING OF S 78°53'04" W A DISTANCE OF 196.30 FEET;
THENCE S 84°31'11" W A DISTANCE OF 129.16 FEET;
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 92°52'09" AN ARC DISTANCE OF 105.36 FEET A RADIUS OF 65.00 FEET A CHORD BEARING OF S 38°05'07" W A DISTANCE OF 94.20 FEET;
THENCE N 67°24'44" W A DISTANCE OF 865.39 FEET;
THENCE N 41°43'17" E A DISTANCE OF 202.29 FEET;
THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 63°39'22" AN ARC DISTANCE OF 206.33 FEET A RADIUS OF 185.71 FEET A CHORD BEARING OF N 09°53'37" E A DISTANCE OF 195.88 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°52'26" AN ARC DISTANCE OF 142.08 FEET A RADIUS OF 390.00 FEET A CHORD BEARING OF N 11°29'51" W A DISTANCE OF 141.30 FEET;
THENCE N 01°03'38" W A DISTANCE OF 114.90 FEET;
THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 41°19'52" AN ARC DISTANCE OF 108.87 FEET A RADIUS OF 150.93 FEET A CHORD BEARING OF N 19°36'18" E A DISTANCE OF 106.53 FEET;
THENCE N 40°16'14" E A DISTANCE OF 75.23 FEET;

THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 162°32'33" AN ARC DISTANCE OF 141.84 FEET A RADIUS OF 50.00 FEET A CHORD BEARING OF N 31°32'31" E A DISTANCE OF 98.84 FEET;
THENCE N 40°16'14" E A DISTANCE OF 171.97 FEET;
THENCE N 85°13'11" E A DISTANCE OF 553.09 FEET;
TO THE POINT OF BEGINNING

ROBERT C. "BOB" BALINK El Paso County, CO

04/04/2008 02:17:58 PM

Doc \$0.00 Page

Rec \$136.00 1 of 27



208038701

MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS AND SECURITY AGREEMENT

by

T3 UNISON SITE MANAGEMENT LLC
("Mortgagor")

to and for the benefit of

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Custodian for the benefit of the Secured Party
under the Custodial Agreement dated November 21, 2006

("Mortgagee")

Dated: as of March 20, 2008

Property Location: See Exhibit A

DOCUMENT PREPARED BY:

Robert W. Mouton, Esq.
Locke Lord Bissell & Liddell LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
File: 0590924.02048
FATICO: #NCS-336976-FTM
Unison File: #302549

AFTER RECORDING PLEASE RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
ATTN: PAT ANTHONY
7370 COLLEGE PARKWAY, SUITE 104
FORT MYERS, FL 33907

(Colorado)

NORLEANS: 0590924.02048: 120847v1



Security
Title

20257711

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

THIS MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (as amended, restated, or otherwise modified from time to time, this "Mortgage") dated as of March 20, 2008, is executed and delivered by T3 UNISON SITE MANAGEMENT LLC, a Delaware limited liability company, ("Debtor"), for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Debtor, in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Custodian for the benefit of the Secured Party under the Custodial Agreement dated November 21, 2006.

ARTICLE 1

Certain Definitions; Granting Clauses; Secured Indebtedness

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

(a) "Debtor": T3 UNISON SITE MANAGEMENT LLC, a Delaware limited liability company, whose mailing address is P.O. Box 1951, Frederick, Maryland 21702-0951.

(b) "Secured Party": DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Custodian for the benefit of the Secured Party under (and as defined in) the Custodial Agreement dated as of November 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Custodial Agreement"), whose address is c/o Deutsche Bank National Trust Company, 1761 E. St. Andrews Place, Santa Ana, California 97205, Attn: Mortgage Custody – UBS LTF.

(c) "Indenture": The Indenture, dated as of November 10, 2006, among TOWER LEASE FUNDING II TRUST, a Delaware statutory trust, T3 UNISON SITE MANAGEMENT LLC, ANY OTHER WHOLLY-OWNED SUBSIDIARY OF THE ISSUER THAT JOINS THE INDENTURE FROM TIME TO TIME, DEUTSCHE BANK TRUST