STATE OF ALABAMA — UNIFORM COMMERCIAL CODE — FINANCING STATEMENT FORM UCC-1 ALA.

Important: Read Instructions on Back Before Filling out Form.

			
☐ The Debtor is a transmitting utility as defined in ALA CODE 7-9-105(n).	No. of Additional Sheets Presented:	This FINANCING STATEMENT is presented to filing pursuant to the Uniform Commercial Comme	o & Filing Officer for ode.
Return copy or recorded original to:		THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office	
Jeffery J. Hartley			
Adams and Reese] }	
Post Office Box 1348 Mobile, Alabama 36633			
PRODUCE, MICHAEL SOUSS			
Pre-paid Acct. # 2. Name and Address of Debtor	(Last Name First if a Person)		4 11 1
	,		B H & S
Pinnacle Towers Inc.	23 773		1 2 5 5
1549 Ringling Boulevard,	3ra Floor		
Sarasota, Florida 32436			9 5 5
			この言
Social Security/Tax ID #	<u> </u>		
2A. Name and Address of Debtor (IF ANY)	(Last Name First if a Person)		は
			<u> </u>
• :	••		. •
Social Security/Tax ID #		To be filed in Shelby	County, Alabama
Additional debtors on attached UCC-E		4. ASSIGNEE OF SECURED PARTY OF A	YY) (Last Name First If a Person)
3. SECURED PARTY) (Last Name First if a Person)		4. ASSIGNEE OF SECURED PARTY (IF A)	(Lesting Frank a Franci)
NationsBank of Texas, N.A			
901 Main Street, 64th Flo	DOL		
Dallas, Texas 75202			
Social Security/Tax ID #			
☐ Additional secured parties on attached UCC-E			
5. The Financing Statement Covers the Following Types (or items) of Property:			
See Schedule A, attached hereto and made a part hereof.			
The Real Property is described on Schedule B, attached hereto			
and made a part hereof.	or bonoaure	27 40040104 1104011	5A. Enter Code(s) From Back of Form That
	•		Best Describes The Colleteral Covered Dr. Thin Fillers
This Financing Statement			By This Filing:
interest in and to the type of property described in Schedule A			
attached hereto, whether now owned or hereafter acquired by Debtor.			
Check X if covered: Products of Collateral are also o	overed.		
 This statement is filed without the debtor's signature to perfect a security interest in collateral (check X, if so) 		7. Complete only when filing with the Judge of Probate: The initial indebtedness secured by this financing statement is \$	
☐ already subject to a security interest in another jurisdiction when it was brought into this state. ☐ already subject to a security interest in another jurisdiction when debtor's location changed.		Mortgage tax due (15¢ per \$100.00 or fraction thereof) \$	
to this state. Which is proceeds of the original collateral described ab		8. This financing statement covers timber to be condexed in the real estate mortgage records (Descriptions)	ribe real estate and if debtor does not have
perfected.			
acquired after a change of name, identity or corporate structure of debtor as to which the filling has lapsed. Signature(s) of Secured Party(ies) (Required only If filed without debtor's Signature — see Box 6)			
M/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1	lin		
Signature(s) of Debtor(s)	7	Signature(s) of Secured Party(ies) or Assign	ee
Pinnacle Towers Inc. Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies) or Assignee	
Michael D. Craig, Vice President			
3·, -· · · - · - · · · · · · · · · ·	FICER COPY — ACKNOWLEDGEMENT		UNIFORM COMMERCIAL CODE — FORM UCC-1
	Y — SECOND PARTY(S)	(5) FILE COPY DEBTOR(S) Approved	by The Secretary of State of Alabama

SCHEDULE A Page 1 of 2

This Financing Statement covers all of Debtor's right, title and interest in and to the following types (or items) of property, whether now owned or hereafter acquired by Debtor:

All assets of Debtor, whether now owned or hereafter acquired, including but not limited to the following ("Collateral"):

- (a) All equipment in all of its forms, wherever located, now or hereafter existing, including but not limited to the real property described on Schedule 1 attached hereto, all parts thereof and all accessions thereto, including but not limited to machinery, towers, satellite receivers, antennas, headed electronics, furniture, motor vehicles, aircraft and rolling stock (any and all such equipment, parts and accessions);
- (b) All inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which Debtor has an interest in mass or a joint or other interest or right of any kind (including, without limitation, goods in which Debtor has an interest right as consignee), and (iii) goods which are returned to or repossessed by Debtor, and all accessions thereto and products thereof and documents therefor (any and all such inventory, accessions, products and documents);
- (c) All accounts, accounts receivable, contract rights (including all tenant leases and ground leases), chattel paper, documents, instruments, deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtor, now or hereafter existing, whether or not arising out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, subleases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or obligations (any and all such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles and obligations including those described herein);
- wherever arising, including, but not limited to, all (i) partnership, corporate, and other interests in and to any person, (ii) permits, licenses (including all FAA permits), consents, contract rights (including all existing and future tenant leases and ground leases, franchises, documents, certificates, records, customer lists, customer and supplier contracts, pole line agreements, pole attachment contracts, pole lease agreements, easements, variances, certifications and approvals of tribunals, call letters, network agreements, frequencies, advertising contracts, firm sales orders, bills of lading (negotiable and non-negotiable), warehouse receipts, any claim of Debtor against any Secured Party, liquidated or unliquidated, and other rights, privileges and goodwill obtained or used in connection with any property described herein, and (iii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments or other tribunal;
- (e) All bank accounts, deposit accounts, and margin accounts, maintained by Debtor with financial institutions, brokers, dealers, and all other persons or entities relating to commodities and/or securities, including all funds held therein and all certificates and instruments, if any, from time to time representing or evidencing such accounts;

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- (f) All of Debtor's fixtures now existing or hereafter acquired, all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection with the fixtures on or above the real property described herein and all real property now owned or hereafter acquired by Debtor and
- (g) All substitutes and replacements for, accessions, attachments and other additions to, tools, parts, and equipment used in connection with, and all proceeds, products, and increases of, any and all of the foregoing Collateral (including, without limitation, proceeds which constitute property of the types described herein); interest, premium, and principal payments, redemption proceeds and subscription rights, and share or other proceeds of conversions or splits of any securities in collateral, and returned or repossessed collateral; and, to the extent not otherwise included, all (i) payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (ii) cash and (iii) all security for the payment of any of the Collateral, and all goods which gave or will give rise to any of the Collateral or are evidenced, identified, or represented therein or thereby.

EXHIBIT B

* 1 3 e

LEASEHOLD MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT

LEGAL DESCRIPTION

A tract of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 17 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

Begin at the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of Section 23, Township 17 South, Range 1 East, Shelby County, Alabama, and run in a northerly direction along the East line of said 1/4-1/4 section a distance of 200.00 feet to a point; thence turn an interior angle of 88 degrees 53 minutes and run to the left in a westerly direction a distance of 200.00 feet to a point; thence turn an interior angle of 91 degrees 03 minutes and run to the left in a southerly direction a distance of 200.00 feet to a point on the south line of the Northeast 1/4 of the Northwest 1/4 of Section 23; thence turn an interior angle of 88 degrees 53 minutes and run to the left in an easterly direction along the south line of said 1/4-1/4 section a distance of 200 feet to the point of beginning.

Together with a non-exclusive right-of-way of ingress and egress as set out in that deed recorded in Instrument #1993-20132.

Inst # 1996-40247

212/06/1996-40247
01:38 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
004 NCD 18.00