

## UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Corporation Systems  
UCC Services - McClafferty Team 3  
111 Eighth Avenue, 13th Floor  
New York, NY 10011

File in: Shelby County, AL

5885715-51 LF

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

**SBA Properties, Inc.**

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

**5900 Broken Sound Parkway NW**

**Boca Raton**

STATE

POSTAL CODE

COUNTRY

**FL**

**33487**

**USA**

1d. **SEE INSTRUCTIONS**

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION

**Corporation**

1f. JURISDICTION OF ORGANIZATION

**Florida**

1g. ORGANIZATIONAL ID #, if any

**65-1003006**

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. **SEE INSTRUCTIONS**

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

**General Electric Capital Corporation, as Administrative Agent**

OR

3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

**120 Long Ridge Road, Mail Stop 3C-94**

**Stamford**

**CT**

**06927**

**USA**

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit I and Schedules A, B-1 and B-2 attached hereto.

The tax is being paid in connection with recording of  
the mortgages in AL, thus \$0 is due in connection with  
the fixture filings.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

**032375/0326**

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCC1PNAT - 12/17/2002 C T System Online

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

OR	9a. ORGANIZATION'S NAME		
	SBA Properties, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

OR	11a. ORGANIZATION'S NAME			
	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

OR	12a. ORGANIZATION'S NAME			
	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

14. Description of real estate:

16. Additional collateral description:

See Exhibit I and Schedules A, B-1 and B-2 attached hereto.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

SBA Properties, Inc.  
5900 Broken Sound Parkway NW  
Boca Raton, Florida 33487

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

- ☐ Debtor is a TRANSMITTING UTILITY
- ☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years
- ☐ Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT I TO UCC-1 FINANCING STATEMENT

**Debtor:** SBA Properties, Inc.  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487

**Secured Party:** General Electric Capital Corporation  
c/o GE Structured Finance, Inc.  
120 Long Ridge Road  
Mail Stop 3C-94  
Stamford, CT 06927

**DESCRIPTION OF COLLATERAL**

This Financing Statement covers all of Debtor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Debtor or in which Debtor may acquire any right, title or interest (all of which property described below being hereinafter collectively called the "**Collateral**"):

(a) all right, title and interest of Debtor in, to and under all easements, rights of way, gores of land 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 (as defined below), and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(b) all of the 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) currently owned or subsequently acquired by Debtor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of, all buildings, structures, or improvements of every nature whatsoever other than buildings, structures, improvements and fixtures owned by lessees under Leases (as defined below) (collectively, the "**Improvements**") now or hereafter erected or located on the parcels of real property described in Schedule A or Schedule B-2 attached hereto (the "**Land**"; the Land and the Improvements being referred to collectively as 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, communication systems (including satellite dishes and antennae), 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 (b) being referred to as the “**Equipment**”);

(c) all right, title and interest of Debtor 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 Debtor or constructed, assembled or placed by Debtor 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, and, in each such case, without any further mortgage, conveyance, assignment or other act by Debtor;

(d) all right, title and interest of Debtor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Debtor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the “**Leases**”), and all rights of Debtor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Collateral;

(e) all unearned premiums under insurance policies now or subsequently obtained by Debtor relating to the Real Estate or Equipment and Debtor’s interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth in that certain Mortgage, Fixture Filing and Assignment of Leases and Rents dated June 30, 2003, between Debtor, as mortgagor, and Secured Party, as mortgagee (as the same may be amended, supplemented, restated or otherwise modified from time to time, the “**Mortgage**”) and in the Credit Agreement (as such term is defined in the Mortgage); 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 in the Mortgage and in the Credit Agreement;

(f) to the extent assignable, all right, title and interest of Debtor in and to (i) all contracts from time to time executed by Debtor 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 or any property which is adjacent or peripheral to 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;

(g) 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 Secured Party as provided in the Mortgage; and

(h) all proceeds, both cash and noncash, of the foregoing.

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Mortgaged Lease(s)

1.

Option and Lease Agreement, dated as of July 21, 2000, by and between Glenda K. Payne, as lessor and ForeSite, LLC, as lessee, as amended by an Addendum dated July 21, 2000, and an Option and Lease Agreement Addendum, dated September 20, 2001.

As evidenced by that certain Memorandum of Lease, dated September 26, 2000, by and between Glenda K. Payne, as lessor and ForeSite, LLC, as lessee, as recorded in Shelby County, Alabama, on September 28, 2000, and recorded under Instrument Number 2000-34210.

As supplemented by that certain Ground Lessor Estoppel Letter Consent, dated October 29, 2001, by and between Glenda K. Payne, as lessor, and SBA Properties, Inc., as assignee.

As assigned by an Assignment and Assumption of Ground Lease, dated as of November 27, 2001, by ForeSite, LLC, as assignor to SBA Properties, Inc., as assignee, as recorded in Shelby County, Alabama, on December 11, 2001, and recorded under Instrument No. 2001-54109.

2.

Grant of Easement, dated September 26, 2000, by and between Glenda K. Payne, Brian Payne, Renee Grater and Jennifer Jones, as grantor, and ForeSite, LLC, as grantee, as recorded in Shelby County, Alabama, on September 28, 2000, and recorded under Instrument No. 2000-34211



## Schedule B-2

### Leasehold Interest

#### **LEASE AREA:**

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

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

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

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

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

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2003 2011  
Recorded in the Above  
Mortgage Book & Page  
05-23-2003 03:29:25 PM  
John E. Hulett, Probate Judge  
Lowndes County, Alabama

[Lowndes, Alabama]

MORTGAGE, FIXTURE FILING AND  
ASSIGNMENT OF LEASES AND RENTS

Book/Pg: 2003/2011  
Term/Cashier: RECORD1 / KEM  
Tran: 311.3383.4082  
Recorded: 05-23-2003 15:29:52  
INF Indexing Fee (Pro Judge) 6.00  
NTG Mortgage Tax 462.30  
REC Recording Fee 37.50  
Total Fees: \$ 555.80

from

SBA TOWERS, INC., Mortgagor

Lowndes County, Alabama  
I certify this instrument was filed on  
05-23-2003 03:29:25 PM  
and recorded in Mortgage Book  
2003 at pages 2011 - 2039  
John E. Hulett, Probate Judge

to

GENERAL ELECTRIC CAPITAL CORPORATION,  
as Administrative Agent, Mortgagee

DATED AS OF MAY 9, 2003

After recording, please return to:

*Prepared By:*

Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, New York 10017

ATTN: Cynthia Parker

***First American Title  
Insurance Company***

National Accounts / High Volume  
Commercial Unit  
7370 College Parkway, Suite 104  
Fort Myers, Florida 33907  
Ph: 800 585-2906 • Fax: 941 938-8885

STATE OF ALABAMA

MONTGOMERY COUNTY

Book/Pg: 2003/325  
Term/Cashier: RECORD1 / KEM  
Trans: 311.3383.4061  
Recorded: 05-23-2003 15:00:06  
INF Indexing Fee (Pro Judge)  
REC Recording Fee  
Total Fees: \$ 12.50

6.50  
6.50

2003 325  
Recorded in the Above  
Misc Book & Page  
05-23-2003 02:59:36 PM  
John E. Hulett, Probate Judge  
Lowndes County, Alabama

20030707000424240 Pg 10/10 44.00  
Shelby Cnty Judge of Probate, AL  
07/07/2003 11:18:00 FILED/CERTIFIED

### MORTGAGE RECORDING TAX ORDER

#### BEFORE THE STATE OF ALABAMA DEPARTMENT OF REVENUE:

**THIS MATTER** having come before the Department of Revenue on the Petition of General Electric Capital Corporation, as Administrative Agent, for an Order of the State of Alabama Department of Revenue fixing and determining the amount of mortgage recording tax due pursuant to §40-22-2(8), Code of Ala. 1975, for the recording of the Mortgage, Fixture Filing and Assignment of Leases and Rents (the "Mortgage"), from SBA Towers, Inc., to the Petitioner covering property located within and without the State of Alabama.

**NOW, THEREFORE**, upon consideration of the Petition and evidence offered in support thereof, the State of Alabama Department of Revenue finds as follows:

1. That the total amount of indebtedness secured by the Mortgage is \$220,128,160.00.
2. That the total value of all property given as security to the Petitioner, both within and without the State of Alabama, is \$178,750,000.00.
3. That the value of the property encumbered by the Mortgage and located within the State of Alabama is \$250,000.00.
4. That the amount of mortgage recording tax due at the rate of \$.15 for each \$100 of indebtedness, or fraction thereof, is \$462.30.
5. That the Mortgage is an open-end mortgage which secures future advances and the debt secured thereunder is a revolving loan; however, according to its terms,

Lowndes County, Alabama  
I certify this instrument was filed on  
05-23-2003 02:59:36 PM  
and recorded in Misc Book  
2003 at pages 325 - 326  
John E. Hulett, Probate Judge  
Lowndes County, Alabama