

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 5885506 30-105 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 Towers, Inc.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
5900 Broken Sound Parkway NW			Boca Raton	FL	33487	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
		Corporation	Florida	65-0754577 <input type="checkbox"/> 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		
				<input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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							

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 Towers, Inc.		
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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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 Towers, 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

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

EXHIBIT I TO UCC-1 FINANCING STATEMENT

Debtor: SBA Towers, 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 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

Begin at the SW corner of the SW¼ of the NW¼ of Section 29, T 21 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the South line thereof 649.51 feet; thence 114 degrees 5 minutes 15 seconds left run Northwesterly for 159.81 feet; thence 90 degrees 00 minutes 00 seconds left run Southwesterly for 183.20 feet; thence 90 degrees 00 minutes 00 seconds right run Northwesterly for 355.59 feet to the southeasterly right of way of Alabama State Highway 70; thence 87 degrees 10 minutes 18 seconds left run Southwesterly along said right of way for 282.54 feet; thence 67 degrees 3 minutes 40 seconds left run Southerly for 293.43 feet to the point of beginning. According to updated survey of Thomas F. Simmons, RLS #12945.
Containing 3.42 Acres more or less.

Schedule B-1

Description of the Mortgaged Lease(s)

NONE

Schedule B-2

Leasehold Interest

NONE