

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address)
<div>KATTEN MUCHIN ROSEMAN LLP</div> <div>525 W. MONROE STREET</div> <div>CHICAGO, IL 60661</div> <div>ATTN: NYSHEL G. BURKE, ESQ.</div>



20130814000330570 1/6 \$39.00
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME	CIG COMP TOWER, LLC			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
Five Concourse Parkway, Suite 3150	Atlanta		GA	30328
			COUNTRY	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME	MACQUARIE BANK LIMITED			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY		STATE	POSTAL CODE
125 West 5th Street	New York		NY	10019
			COUNTRY	USA

4. COLLATERAL: This financing statement covers the following collateral:

ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE COLLATERAL AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:

FILE WITH SHELBY COUNTY, ALABAMA (ISLAND ROAD)

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

CIG COMP TOWER, LLC


OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX


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10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

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

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

SEE EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

17. MISCELLANEOUS:

EXHIBIT A TO UCC FINANCING STATEMENT
(Island Road)

DEBTOR: CIG COMP TOWER, LLC,
a Delaware limited liability company
Five Concourse Parkway, Suite 3150
Atlanta, Georgia 30328

SECURED PARTY: MACQUARIE BANK LIMITED
c/o Macquarie Bank Limited
125 West 55th Street
New York, NY 10019

Reference is hereby made to that certain Leasehold Mortgage and Assignment of Leases and Rents made by Debtor for the benefit of Secured Party (the "**Mortgage**"). All capitalized terms used herein but not defined shall have the meanings assigned to such terms in the Mortgage.

All of Debtor's right, title and interest in and to the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

(a) Ground Lease. That certain Land Option and Lease Agreement with an effective date of April 18, 2012 by and between The Westervelt Company, Inc., as lessor (together with any future owner(s) of the lessor's interest in the Ground Lease, "**Fee Owner**"), and Southern Tower Antenna Rental II, L.L.C., as lessee, as evidenced by that certain Memorandum of Lease recorded on January 17, 2013 as Instrument #20130117000024820 in the Probate Office of Shelby County, Alabama (as assigned and as amended or modified from time to time, the "**Ground Lease**"), and the leasehold estate created thereby (the "**Leasehold Estate**") in the real property described in Exhibit B attached hereto (the "**Land**"), including all assignments, modifications, extensions and renewals of the Ground Lease and all credits, deposits, options, proceeds, privileges and rights of Debtor as tenant under the Ground Lease, including, but not limited to, the right, if any, to renew or extend the Ground Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Debtor either in law or in equity, in possession or expectancy, of, in and to Debtor's right, as tenant under the Ground Lease, to elect under Section 365(h)(1) of Title 11 U.S.C.A. § 101 et seq. and the regulations adopted and promulgated thereto (as the same may be amended from time to time, the "**Bankruptcy Code**") to terminate or treat the Ground Lease as terminated or to consent to the transfer of the Fee Owner's interest in the Land and the improvements (defined below) free and clear of the Ground Lease under Section 363 of the Bankruptcy Code in the event (i) of the bankruptcy, reorganization or insolvency of the Fee Owner, and (ii) (A) the rejection of the Ground Lease by such Fee Owner, as debtor in possession, or by a trustee for such Fee Owner, pursuant to Section 365 of the Bankruptcy Code or (B) any attempt by such Fee Owner, as debtor in possession, or by a trustee for such Fee Owner, to transfer such Fee Owner's interest in the Land and the Improvements under Section 363 of the Bankruptcy Code;

(b) Sublease. Debtor's interests in all existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (collectively, the "**Subleases**") affecting the Land, including all assignments, modifications, extensions and renewals of such

Subleases and all credits, deposits, options, privileges and rights of Debtor as landlord or tenant as applicable, under the Subleases, including, but not limited to, the right, if any, to renew or extend each Sublease for a succeeding term of terms, and also including all the right, title, claim or demand whatsoever of Debtor either in law or in equity, in possession of expectancy, of, in and to Debtor's right, as landlord or tenant, as applicable, under the Subleases pursuant to the Bankruptcy Code;

(c) Improvements. The buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land in which Debtor may have an interest in connection with the Ground Lease (collectively, the "**Improvements**");

(d) Easements. All easements granted to Debtor pursuant to the Ground Lease and any other easements, rights-of-way or use, air rights and development rights, and all estates, rights, titles and interests of any nature whatsoever, in which Debtor may in any way now have or hereafter obtain in connection with the Ground Lease;

(e) Fixtures and Personal Property. All machinery, equipment, fixtures and other property of every kind and nature whatsoever in which Debtor may now or hereafter have an interest in connection with the Ground Lease, and all proceeds and products of the above;

(f) Rents. All rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, deposits (including, without limitation, security, utility and other deposits, profits, revenues and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Property now existing or hereafter arising (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Subleases and the right to receive and apply the Rents to the payment of the Debt (defined below);

(g) Insurance Proceeds. All insurance proceeds in which Debtor may have an interest in connection with the Ground Lease (collectively, the "**Insurance Proceeds**");

(h) Condemnation Awards. All of Debtor's interests in any awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for any other injury to or decrease in the value of the Property (collectively, the "**Awards**");

(i) Agreements. All agreements, contracts, certificates, instruments, permits, licenses, and, to the extent lawfully assignable, all licenses, permits, approvals and consents which are required for the ownership and operation of the Property heretofore or hereafter obtained from applicable federal, state and local authorities, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the improvements and/or the Leasehold Estate and any part thereof, including, without limitation, the right, upon

the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder.

(j) Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

(k) Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing items set forth in subsections (a) through (i) including, without limitation, Insurance Proceeds and Awards, into cash or liquidation claims; and

(l) Other Rights. Any and all other rights of Debtor in and to the and/or proceeds from items set forth in subsections (a) through (j) above.



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EXHIBIT B TO UCC FINANCING STATEMENT

LEGAL DESCRIPTION OF REAL ESTATE

PROPOSED 60'X60' LEASE AREA

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA; THENCE S20°51'14"E A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD SET AND THE POINT OF BEGINNING; THENCE S69°08'46"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N20°51'14"W A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE N69°08'46"E A DISTANCE OF 60.00 FEET TO A 1/2" IRON ROD SET; THENCE S20°51'14"E A DISTANCE OF 60.00 FEET BACK TO THE POINT OF BEGINNING; CONTAINING 0.08 ACRE (3,600 SQUARE FEET), AND IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

PROPOSED 40' WIDE ACCESS & UTILITY SERVITUDE

A CERTAIN PIECE OR PARCEL OF LAND LOCATED IN SECTION 26, TOWNSHIP 24 NORTH, RANGE 15 EAST, COUNTY OF SHELBY, STATE OF ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE APPARENT SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 26, MARKED BY A RAILROAD RAIL FOUND; THENCE N13°01'31"E A DISTANCE OF 1464.09 FEET TO A MAG NAIL SET AT THE SOUTHERN EDGE OF ISLAND ROAD FOR THE POINT OF BEGINNING FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE; THENCE S00°29'22"E A DISTANCE OF 15.78 FEET TO A 60D NAIL SET; THENCE S43°17'55"E A DISTANCE OF 167.21 FEET TO A 60D NAIL SET; THENCE S27°22'48"E A DISTANCE OF 61.45 FEET TO A 60D NAIL SET; THENCE S23°37'08"E A DISTANCE OF 42.74 FEET TO A 60D NAIL SET; THENCE S69°08'46"W A DISTANCE OF 46.28 FEET TO A 60D NAIL SET ON THE EASTERLY LINE OF THE PROPOSED LEASE AREA AND THE POINT OF TERMINATION FOR THE CENTERLINE OF THE PROPOSED 40 FOOT WIDE ACCESS AND UTILITY SERVITUDE, SAID SERVITUDE IS SUBJECT TO ALL SERVITUDES AND RESTRICTIONS THAT MAY BE OF RECORD.

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