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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

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

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Gerard A. Hefner, Esq.
CADWALADER, WICKERSHAM & TAFT LLP
One World Financial Center
New York, New York 10281

ENV. PARASEC INCORPORATED
PO BOX 160568
SACRAMENTO, CA 95816-0568

WO # 409213 TT

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: AMERICAN TOWER ASSET SUB, LLC

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o American Tower Corp., 116 Huntington Avenue, 11th Floor	Boston	MA	02116	USA

1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any
		limited liability company	Delaware	DE 4297813 ☐ 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. TAX ID #: SSN OR EIN	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: AMERICAN TOWER DEPOSITOR SUB, LLC

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
c/o American Tower Corp., 116 Huntington Avenue, 11th Floor	Boston	MA	02116	USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A, attached hereto and made a part hereof. (p. 12)

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

(88468.526) Iowa, Delaware County

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

NATUCC1 - 5/4/01 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

9a. ORGANIZATION'S NAME

OR AMERICAN TOWER ASSET SUB, LLC

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

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

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

12a. ORGANIZATION'S NAME

OR

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:

See Exhibit B and Exhibit D, attached hereto and made a part hereof.

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

Harold G. & Bernadine T. Nieman

2605 250th St

Delhi, Iowa 52223

16. Additional collateral description:

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 A

COLLATERAL DESCRIPTION

The UCC-1 Financing Statement, Form UCC-1, to which this Exhibit A is attached covers all right, title, and interest, whether now owned or hereafter acquired, of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company ("**Debtor**"), in and to the following (collectively, the "**Mortgaged Property**"):

(A) Debtor's fee simple estate in the parcel(s) of real property, if any, described on Exhibit B attached hereto and made a part hereof (the "**Owned Land**") and all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (hereinafter defined) (the "**Improvements**");

(B) the leasehold estate created under and by virtue of the agreement(s) described on Exhibit C, attached hereto and made a part hereof (the "**Mortgaged Lease**"), any interest in any fee, easement, easement in gross, or other greater or lesser title to Debtor's leasehold estate or easement interest in the parcel(s) of real property (if any), described on Exhibit D, attached hereto and made a part hereof (the "**Leased Land**") (the Leased Land and the Owned Land are collectively referred to herein as the "**Land**"), (the Owned Land, the Leased Land, and the Improvements are collectively referred to herein as the "**Real Estate**") and the Improvements located thereon that Debtor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Mortgaged Lease or otherwise) and all credits, deposits, options, privileges and rights of Debtor under the Mortgaged Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, but subject to the limitations of Section 32(f) of the Security Instrument (hereinafter defined), (i) the right to give consents, (ii) the right to receive moneys payable to Debtor, (iii) the right, if any, to renew or extend the Mortgaged Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and Improvements located thereon and (v) the right to terminate or modify the Mortgaged Lease); all of Debtor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Mortgaged Lease by the lessor thereunder or any other party;

(C) all right, title and interest Debtor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Debtor or held pursuant to the Mortgaged Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Debtor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) 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, 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;

(E) 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 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 (E) being referred to as the "**Equipment**");

(F) 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;

(G) 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 Mortgaged Property (collectively, the "**Rents**");

(H) 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 such insurance policies (including title insurance policies) and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth in the Security Instrument and in that Loan and Security Agreement, of even date with the Security Instrument, made by and among Debtor, AMERICAN TOWER ASSET SUB II, LLC, a Delaware limited

liability company, and Secured Party (hereinafter defined) (the "**Loan Agreement**"); 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 Security Instrument and in the Loan Agreement;

(I) 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;

(J) 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 that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of May 4, 2007, made by Debtor for the benefit of AMERICAN TOWER DEPOSITOR SUB, LLC, a Delaware limited liability company ("**Secured Party**") (the "**Security Instrument**") (capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such term in the Security Instrument); and,

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

EXHIBIT B

OWNED LAND

(attached hereto)

DESCRIPTION OF THE OWNED LAND
(Delaware County, Iowa)

None.

EXHIBIT C

MORTGAGED LEASE

(attached hereto)

DESCRIPTION OF THE MORTGAGED LEASE
(Delaware County, Iowa)

Tower	Title	Date	Lessor	Lessee
303447	Option and Mortgaged Lease Agreement	August 6, 1999	Harold G. Nieman and Bernadine I. Nieman	SpectraSite Communications, Inc.

EXHIBIT D

LEASED LAND

(attached hereto)

DESCRIPTION OF THE LEASED LAND
(Delaware County, Iowa)

The legal description for each of the following sites is attached.

Tower 303447

SITE: 303447
NIEMAN
DELAWARE COUNTY
IOWA

That part of the Northeast fractional Quarter of the Northwest Quarter of
Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the Northeast corner of said Northeast
Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 592+17.9, said station being equal to station 1591+72 of a secondary road (245th Avenue);

thence South 11°30' East 121.2 feet along the centerline of said secondary road;

thence North 78°30' East 50.0 feet to a point on the Southerly right-of-way line of said Primary Road, said point being 112 feet Southerly of the centerline of said Primary Road;

thence North 87°22' East 428.0 feet along the Southerly right-of-way line of said Primary Road;

thence South 2°38' East 451.3 feet;

thence South 87°22' West 396.3 feet to a point of intersection with the Easterly right-of-way line of said Secondary Road;

thence North 1°54' West 108.7 feet along said Easterly right-of-way line to a point of curvature, said point being 50 feet in normal distance Easterly of the centerline of said Secondary Road;

thence Northwesterly 248.4 feet along said Easterly right-of-way line and along the arc of a 1482.5 foot radius curve concave Southwesterly (chord North 6°42' West 248.1 feet) to a point of tangency;

thence North 11°30' West 96.4 feet along said Easterly right-of-way line to the point of beginning and containing 4.18 acres more or less.