

UCC FINANCING STATEMENT


FOLLOW INSTRUCTIONS (front and back) CAREFULLY



200910200008

Skagit County Auditor

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A. NAME & PHONE OF CONTACT AT FILER [optional]	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
 CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071 18 316-0568 20363018	

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 c/o American Tower Corp., 116 Huntington Avenue, 11th Floor		CITY Boston	STATE MA	POSTAL CODE 02116
1d. TAX ID #: SSN OR EIN		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION limited liability company	1f. JURISDICTION OF ORGANIZATION Delaware
1g. ORGANIZATIONAL ID #, if any DE 4297813				<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
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				<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 AMERICAN TOWER DEPOSITOR SUB, LLC				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS c/o American Tower Corp., 116 Huntington Avenue, 11th Floor		CITY Boston	STATE MA	POSTAL CODE 02116

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A, attached hereto and made a part hereof.

Section 5, Township 35 North, Range 8 East

Property Tax ID: 350805-1-001-0029 P43416

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) [optional]		All Debtors			
8. OPTIONAL FILER REFERENCE DATA		Debtor 1		Debtor 2		

(88468.526) Washington, Skagit County

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	AMERICAN TOWER ASSET SUB, LLC		
OR	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

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
				<input type="checkbox"/> 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.

16. Additional collateral description:



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

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 Deed of Trust, 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.



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EXHIBIT B

OWNED LAND

(attached hereto)



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DESCRIPTION OF THE OWNED LAND
(Skagit County, Washington)

None.



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EXHIBIT C

MORTGAGED LEASE

(attached hereto)



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DESCRIPTION OF THE TRUST LEASE
(Skagit County, Washington)

Tower	Title	Date	Lessor	Lessee
310510	Communications Site Lease Agreement (Ground)	July 24, 1997	Crown Pacific Limited Partnership, a Delaware limited partnership	Nextel West Corp., a Delaware corporation d/b/a Nextel Communications
310584	Communications Site Option and Lease Agreement (Ground)	March 20, 1997	Goodyear Nelson Hardwood Lumber Co., Inc., a Washington corporation	OneCom Corporation NorthA., a Delaware corporation, d/b/a Nextel Communications
310585	Communications Site Option and Lease Agreement (Ground)	February 18, 1997	Smiley's Inc., a Washington corporation	OneCom Corporation NorthA., a Delaware corporation, d/b/a Nextel Communications



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Lease Amendments

Washington

Borrower: *American Tower Asset Sub, LLC*

Tower	Site Name	Amendment	Date
310510	Rebar	First Amendment to the Lease	7/1/1998
310510	Rebar	Second Amendment to the Lease	6/25/1999
310584	Sedro Wooley-goodyear	First Amendment to the Lease	7/13/2000

Other amendments will not have a material adverse affect



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EXHIBIT D

LEASED LAND

(attached hereto)



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DESCRIPTION OF THE LEASED LAND
(Skagit County, Washington)

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

Tower 310510

Tower 310584

Tower 310585



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Site Number: 310510
Site Name: Rebar
County: Skagit
State: Washington

LEASE AREA LEGAL DESCRIPTION:

That portion of the South half of the North half of Section 5, Township 35 North, Range 8 East, Willamette Meridian, more particularly describes as follows:

BEGINNING at a Washington State Department of Transportation Survey mark designation GP29020-39 (detailed description on file with Washington State Department of Transportation Geographic Services). From which National Geodetic Survey control point designation K61 (detailed description on file with National Geodetic Survey) bears South $87^{\circ}10'07''$ West a grid distance of 68,526.01 feet; Thence North $37^{\circ}53'14''$ West a grid distance of 7,230.59 feet to the **TRUE POINT OF BEGINNING** of the herein described area; Thence North $51^{\circ}32'17''$ West a distance of 100.00 feet; Thence North $38^{\circ}27'43''$ East a distance of 100.00 feet; Thence South $51^{\circ}32'17''$ East a distance of 100.00 feet; Thence South $38^{\circ}27'43''$ West a distance of 100.00 feet to the true point of beginning.

Situated in Skagit County, Washington and containing approximately 10,000 square feet or 0.230 acres.

Property Tax id 350805-1-001-0029 p43416



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ATC Site Number: 310585
ATC Site Name: Nonrev/Smileys
Skagit County, WA

LEGAL DESCRIPTION

That portion of the Northeast quarter of the Northeast quarter of Section 24, Township 34 North, Range 3 East, W.M., described as follows:
Beginning at the intersection of the south right of way line of the Memorial Highway and the east line of said northeast quarter of the northeast quarter; thence northwesterly along the southerly line of said highway right of way 391.40 feet; thence south parallel to the east line of said subdivision 175.15 feet to the northeast corner of a tract conveyed to Iner Moe, et ux, by deed recorded June 13, 1956, under Auditor's File No. 537374, said corner being the TRUE POINT OF BEGINNING of the tract herein described; thence west along the north line of said Moe tract, a distance of 45.00 feet; thence south parallel with the east line of said northeast quarter of the northeast quarter a distance of 45.00 feet; thence east parallel with the north line of said Moe tract, a distance of 45.00 feet; thence north parallel with the east line of said subdivision, a distance of 45.00 feet to the TRUE POINT OF BEGINNING.

property Tax id
340324001 20104 Parcel #22529



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ATC Site Number: 310584
ATC Site Name: Sedro Wooley-Goodyear
Skagit County, WA

LEGAL DESCRIPTION

That portion of the southwest quarter or the northeast quarter of Section 31, Township 35 North, Range 5 East, W.M., described as follows:

Commencing at the southeast corner of said subdivision;

Thence North 00 degrees 54'33" East along the east line of said subdivision, a distance of 272.57 feet;

Thence North 89 degrees 05'27" West at right angles to said east line a distance of 290.67 feet to the TRUE POINT OF BEGINNING of parcel herein described;

Thence North 45 degrees 00'00" East, a distance of 45.00 feet;

Thence North 45 degrees 00'00" West, a distance of 45.00 feet;

Thence South 45 degrees 00'00" West, a distance of 45.00 feet;

Thence South 45 degrees 00'00" East, a distance of 45.00 feet to the TRUE POINT OF BEGINNING.

Property Tax id 3505311003002 parcel #40460



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