


Shelby County, AL
Prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, Florida 33487
800-487-7483


20130207000055970 1/21 \$73.00
Shelby Cnty Judge of Probate, AL
02/07/2013 02:27:35 PM FILED/CERT

AMENDMENT TO AMENDED AND RESTATED MORTGAGE, FIXTURE FILING AND
ASSIGNMENT OF LEASES AND RENTS

THIS AMENDMENT TO AMENDED AND RESTATED MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (this “**Amendment**”), dated as of August 9, 2012 is made by and between SBA PROPERTIES, INC., a Florida corporation (“**Mortgagor**”), whose address is 5900 Broken Sound Parkway, Boca Raton, Florida 33487, and DEUTSCHE BANK TRUST COMPANY AMERICAS, as trustee, as lender under the Loan Agreement referred to below (in such capacity, “**Mortgagee**”, which term shall be deemed to include successors and assigns), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS-Alternative and Structured Finance Services.

PRELIMINARY STATEMENT

A. The Mortgagor, LaSalle Bank National Association (“**Resigning Trustee**”) and others are parties to that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (the “**Loan Agreement**”), among Mortgagor, as borrower, any additional borrower or borrowers that become a party thereto, and Resigning Trustee, as lender.

B. Pursuant to the Trust Agreement referred to in the Loan Agreement, Resigning Trustee has resigned, effective as of April 16, 2010, as the Trustee, and Mortgagee succeeded to and became vested with all the rights, powers, privileges and duties of the Resigning Trustee under, among other things, the Loan Agreement and the Existing Mortgage (as defined below).

C. In fulfillment of certain conditions to the issuances of credit described in the Loan Agreement and to secure, among other things, Mortgagor’s obligations under the Loan Agreement, Mortgagee is the holder of the Mortgage more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the “**Existing Mortgage**”) which encumbers the fee simple estate, leasehold estate, easement estate and/or other estate in the real property described therein.

D. On the date hereof, Mortgagor, Mortgagee and the other borrowers party thereto are entering into that certain Fifth Loan and Security Agreement Supplement and Amendment dated as of even date herewith (the “**Supplement**”), which among other things, amends the Loan Agreement to add certain borrowers as parties thereto and which increases the amount of the loans made pursuant thereto.

E. Subsequent to executing and delivering the Existing Mortgage, the Mortgagor acquired one or more additional estates in the real property described in the Existing Mortgage.

F. Mortgagor and Mortgagee now desire to (i) amend the Existing Mortgage as hereinafter set forth, (ii) acknowledge and confirm that the Existing Mortgage remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Mortgagor's obligations and the Liens and security interests created under the Existing Mortgage continue in full force and effect, unimpaired and undischarged. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement or in the Existing Mortgage, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee agree as follows:

1. All references wherever contained in the Existing Mortgage to Loans in the original amount of "\$1,555,000,000" are hereby deleted and the amount "\$1,840,000,000" is substituted therefor. All references wherever contained in the Existing Mortgage to the maximum aggregate amount of principal indebtedness secured or similar phrases intending to refer to the maximum amount of principal indebtedness secured under the credit facility of "ONE BILLION FIVE HUNDRED FIFTY-FIVE MILLION DOLLARS" or "\$1,555,000,000" are hereby deleted and the amount of "ONE BILLION EIGHT HUNDRED FORTY MILLION DOLLARS" or "\$1,840,000,000", as the case may be, are substituted therefor.

2. All references in the Existing Mortgage to the defined term "Mortgage" shall be deemed to mean and refer to the Existing Mortgage as the same may have previously been amended and as amended by this Amendment, and as the same may be further amended, supplemented, restated or otherwise modified from time to time. The parties hereby give notice that the Loan Agreement has been amended pursuant to the Supplement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Loan Agreement referred to in the Mortgage, as amended by the Supplement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

3. Mortgagor and Mortgagee expressly acknowledge and agree that, except as expressly set forth herein, this Amendment shall not alter, amend, modify or otherwise affect the terms, provisions and conditions of the Loan Documents, and Mortgagor and Mortgagee hereby ratify, confirm and agree that the Loan Documents to which Mortgagor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Mortgagee's benefit thereunder, including, without limitation, the lien created by the Existing Mortgage, as amended by this Amendment, shall continue to secure, in the same manner, in the same priority and to the same extent set forth therein, the payment and performance of the Obligations, and all of same are hereby renewed, extended, carried forward, ratified and confirmed and shall be deemed for all purposes in full force and effect.

4. Mortgagor and Mortgagee acknowledge and agree that the execution and/or acceptance of this Amendment by Mortgagee shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Mortgagor's or Mortgagee's duties, obligations and

liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Mortgagor's and Mortgagee's rights and benefits arising under the Loan Documents by operation of law, or otherwise, to demand full, complete and strict performance of the duties, obligations and liabilities contained in the Loan Documents; or (c) precedent, and that Mortgagee shall be under no obligation, express or implied, to grant Mortgagor any future or further modification, renewal, extension and/or amendment to the Existing Mortgage, as amended hereby or any or all of the other Loan Documents, except as provided therein.

5. This Amendment may be executed by one or more of the parties to this Amendment on any number of separate counterparts with the same effect as if the signature thereto and hereto were upon the same instrument, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

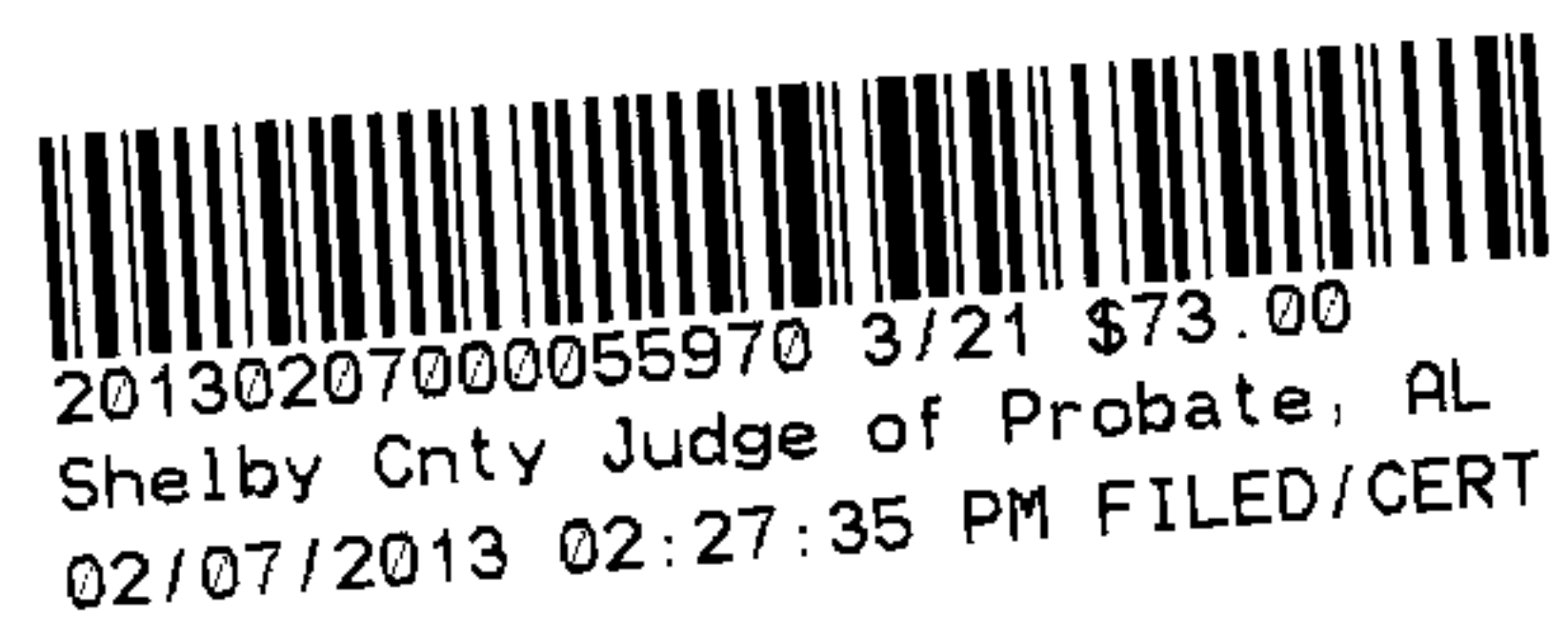
6. Any provision of this Amendment which is prohibited or unenforceable in any jurisdiction or court shall, as to such jurisdiction or court, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction or court shall not invalidate or render unenforceable such provision in any other jurisdiction or court.

7. This Amendment and the Loan Documents represent the entire agreement of the parties with respect to the subject matter hereof, and there are no promises, undertakings, representations or warranties by any party relative to the subject matter hereof not expressly set forth or referred to herein or therein.

8. Neither this Amendment nor any terms hereof may be amended, supplemented or modified except by a written instrument executed by the parties. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.


9. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

10. Each of the parties hereto, and the respective representatives thereof executing this Amendment on their respective behalves, represents that such representative has full power, authority and legal right to execute and deliver this Amendment and that the same constitutes a valid and binding obligation of such party.




This Amendment has been duly executed by the parties hereto as of the date first set forth above.

SBA PROPERTIES, INC.

By: 
Name: Thomas P. Hunt
Title: Senior Vice President and General Counsel


STATE OF FLORIDA)
: SS.:
COUNTY OF PALM BEACH)


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ACKNOWLEDGMENT

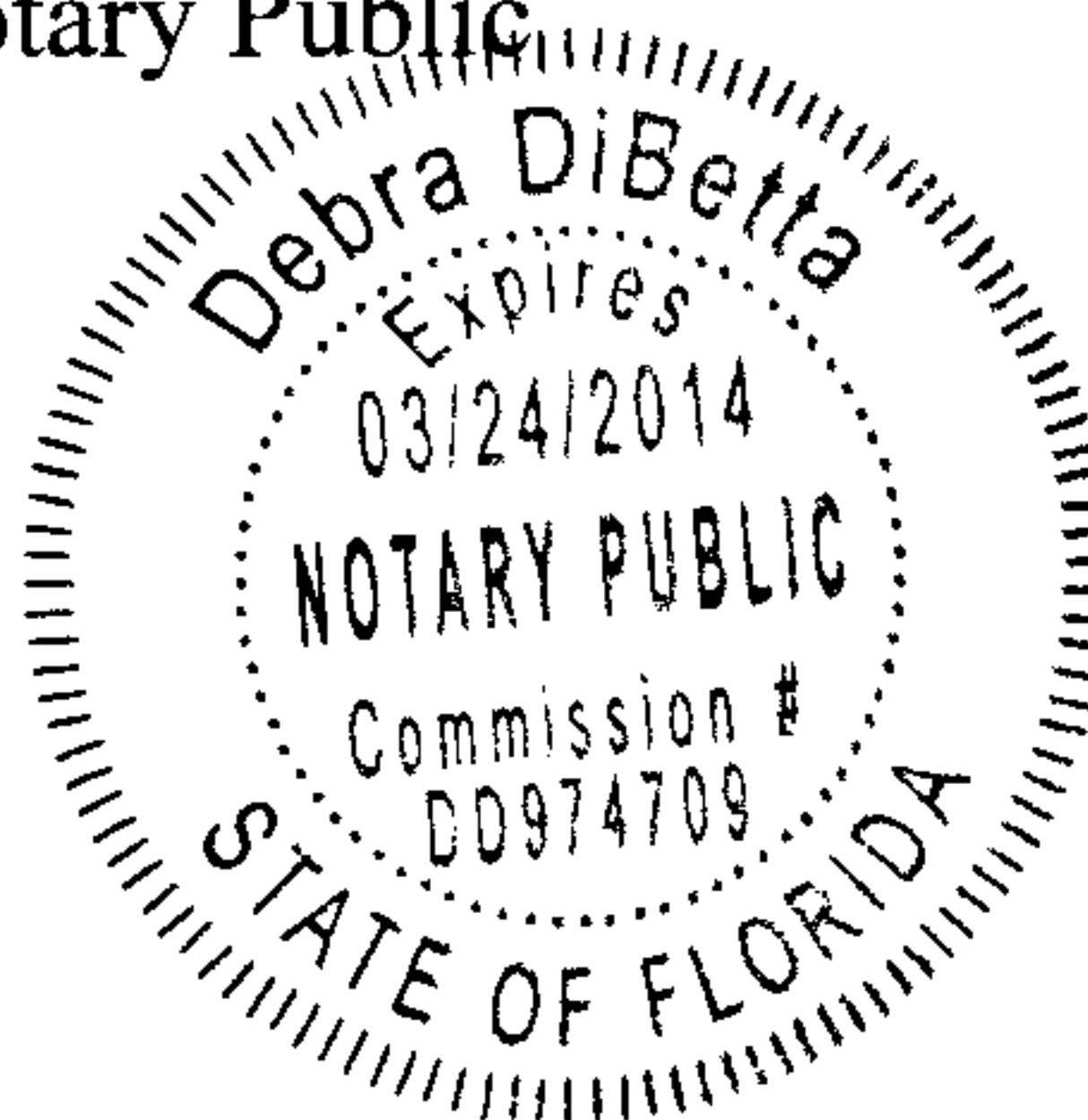
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Thomas P. Hunt, as Senior Vice President of SBA Properties, Inc., a Florida corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this the 9th day of August, 2012.


Notary Public

(SEAL)

My Commission Expires: 3/24/14



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DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

By: *Eileen M Hughes*
Name: **EILEEN M HUGHES**
Title: **DIRECTOR**

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

By: *Waseem Chaudhry*
Name: **WASEEM A. CHAUDHRY**
Title: **ASSISTANT VICE PRESIDENT**

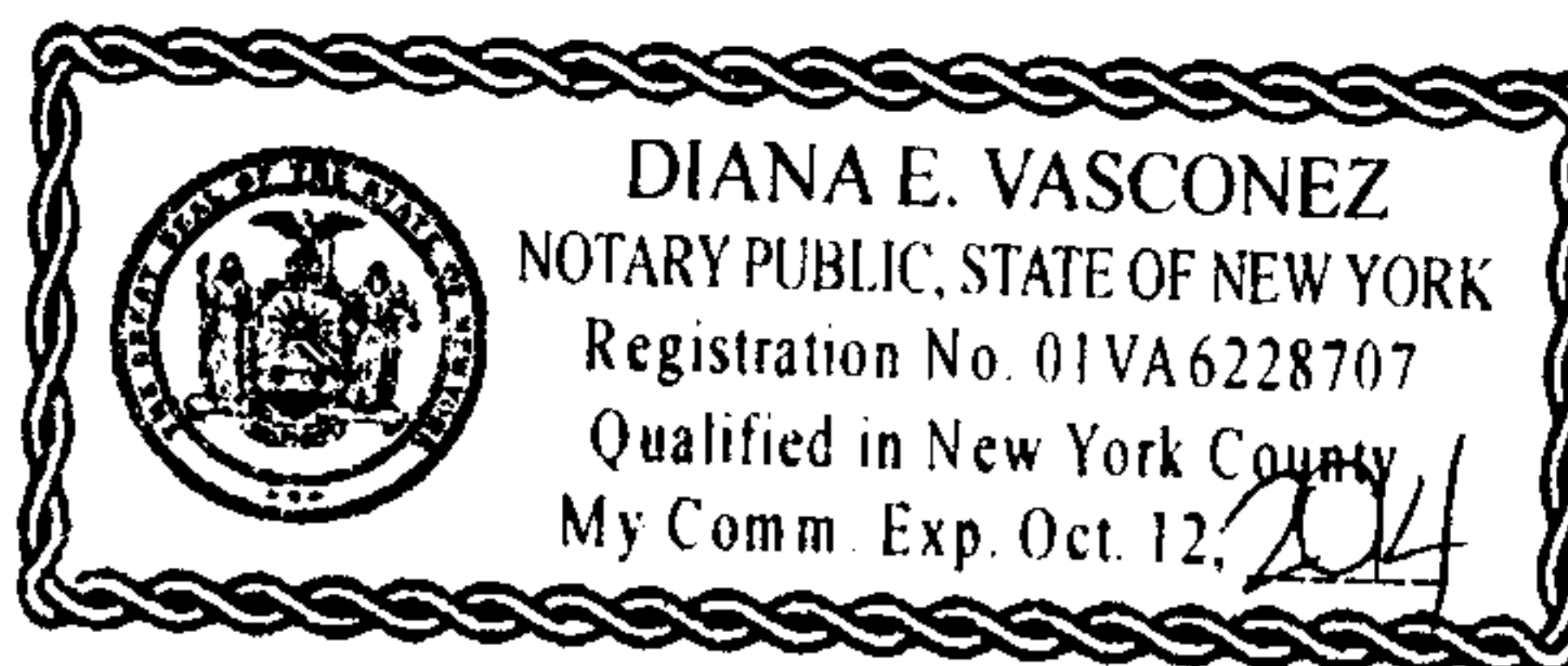
ACKNOWLEDGMENT

State of New York)
County of New York) ss.:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Eileen Hughes** as Director of Deutsche Bank Trust Company Americas a New York Banking Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Trustee.

Given under my hand and seal on this the 6th day of August, 2012.

Diana E. Vasconez
NOTARY PUBLIC

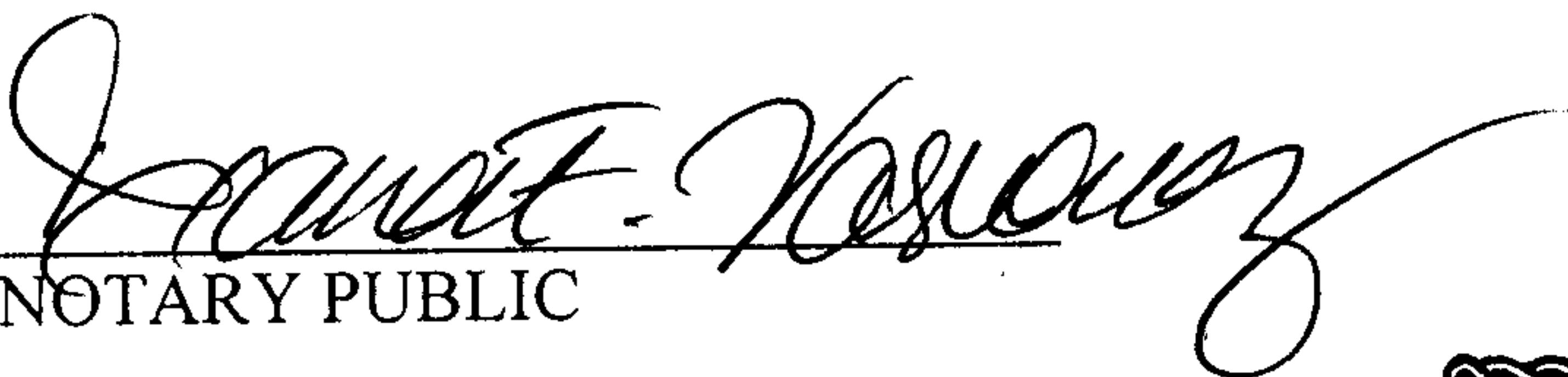


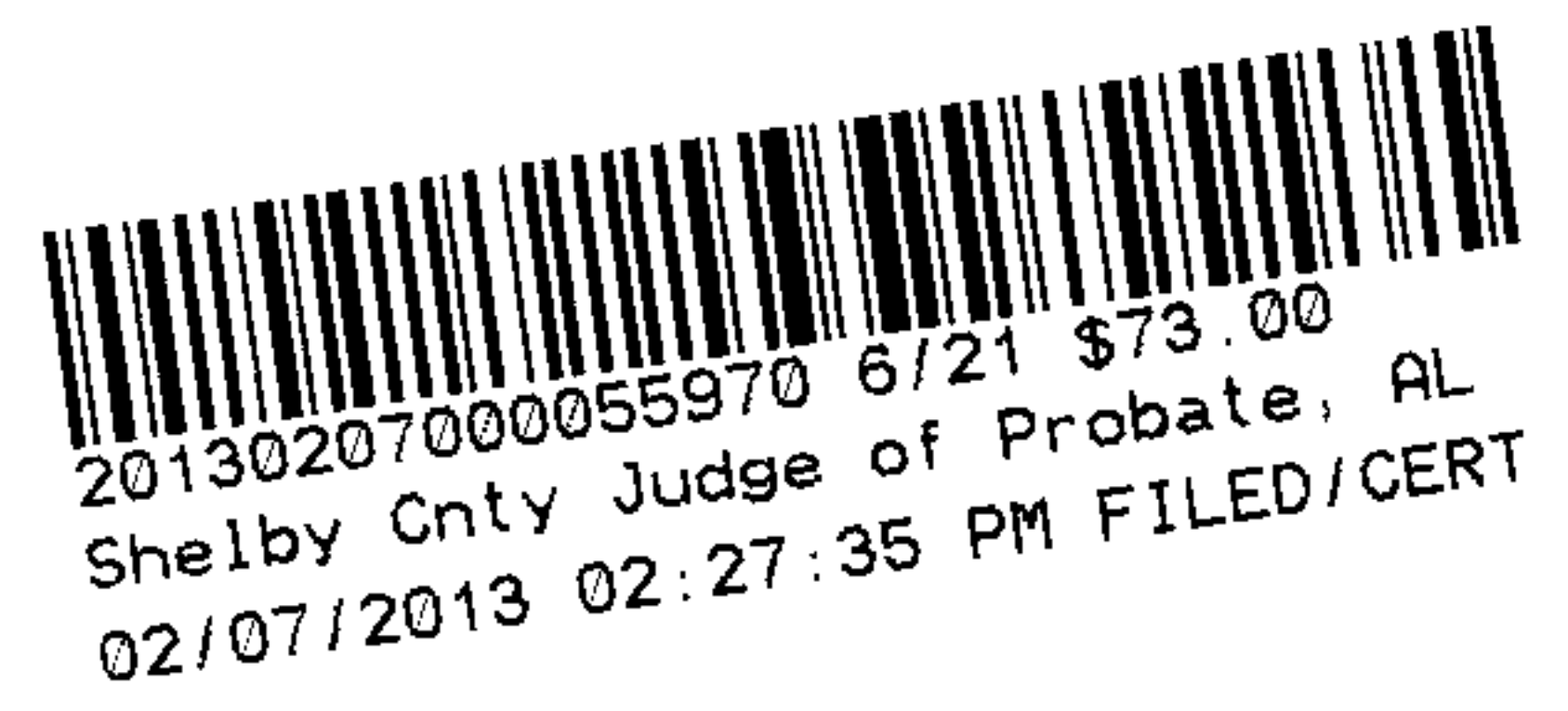
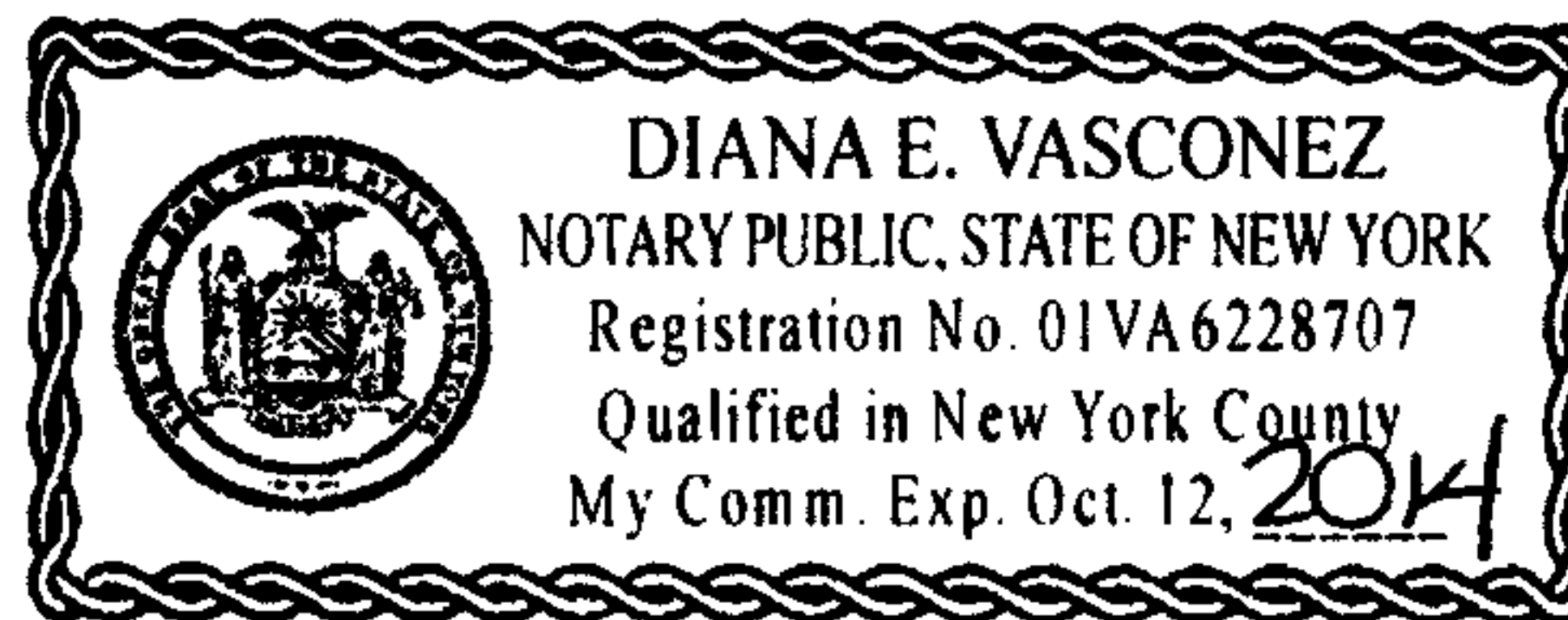
ACKNOWLEDGMENT

State of New York)
County of New York) ss.:

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Waseem Chaudhry** as AVP of Deutsche Bank Trust Company Americas a New York Banking Corporation is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Trustee.

Given under my hand and seal on this the 6th day of August, 2012.


NOTARY PUBLIC



SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL03074-S

A. Mortgage/Deed of Trust/Deed to Secure Debt

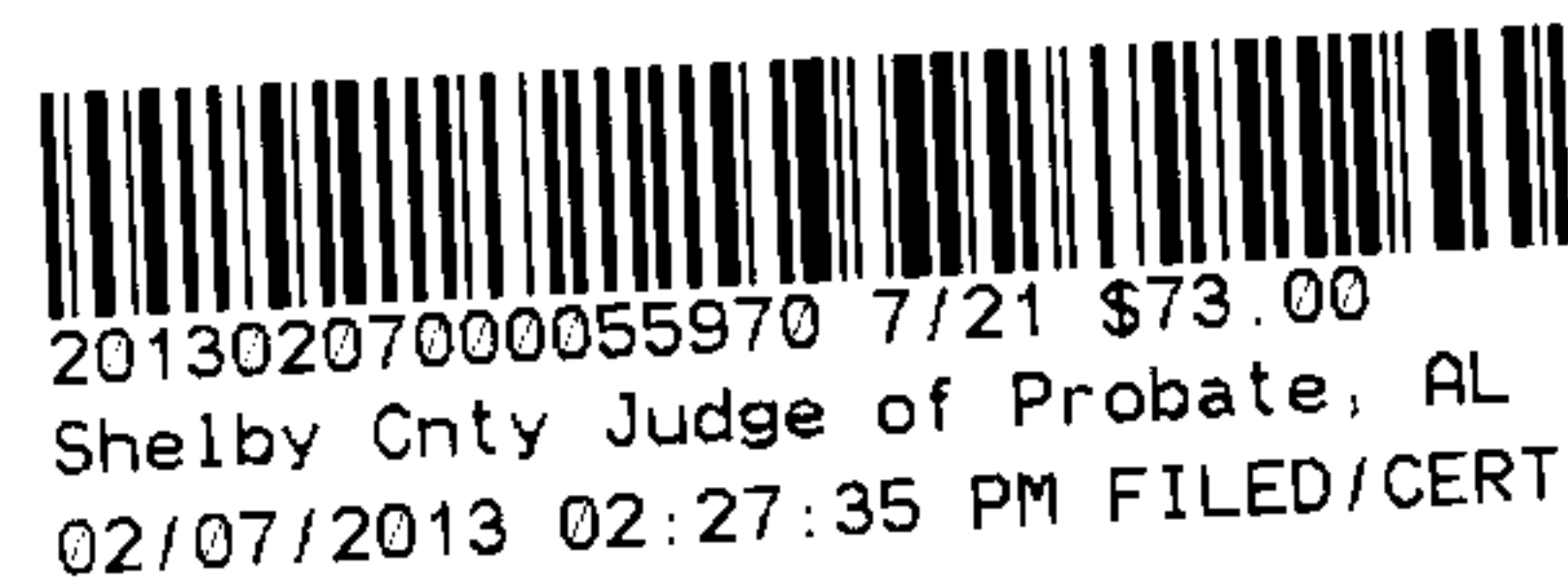
Mortgagor/Trustor/Grantor: SBA Towers, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: 6/30/2003
Recording Date: 7/18/2003
Document Number: File # 20030718000459330

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: # 20040305000115450

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Towers, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: #20040305000115460



D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.

Assignee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071230

E. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.

Mortgagee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071240

F. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071250

G. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt


Grantor: SBA PROPERTIES, INC.

Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 6, 2006

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071260



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**SBA SHELBY SITE
SITE No. AL03074
LEGAL DESCRIPTION:**

A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 29, Township 21 South, Range 1 West, Huntsville Meridian, Shelby County, Alabama and being more particularly described as follows:

BEGIN at the SW corner of said SW 1/4 of NW 1/4 and run North 88°29'53" East along the south line of said 1/4 – 1/4 for a distance of 649.51 feet; thence angle left and run North 25°35'22" West for a distance of 159.81 feet; thence angle left and run South 64°24'38" West for a distance of 183.20 feet; thence angle right and run North 25°35'07" East for a distance of 355.59 feet to a point on the southerly line of Highway No. 70; thence angle left and run South 67°35'56" West along said southerly line of Highway No. 70 for a distance of 282.57 feet to the point of intersection of said southerly line with the westerly line of said SW 1/4 of NW 1/4; thence angle left and run South 00°02'38" West along said westerly line for a distance of 295.07 feet to the **POINT OF BEGINNING**.

Containing 149,120 Square Feet (3.42 Acres) more or less.


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SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL07245-A

A. Mortgage/Deed of Trust/Deed to Secure Debt


Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: 1/30/2004
Recording Date: 6/1/2004
Document Number: 20040601000289010
Book:
Page: 1

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.
Assignee: SBA CMBS-1 DEPOSITOR LLC
Dated: November 18, 2005
Recording Date: 2/29/12,
Recording Information: Instr #20120229000071230

C. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.
Mortgagee: SBA CMBS-1 DEPOSITOR LLC
Dated: November 18, 2005
Recording Date: 2/29/12,
Recording Information: Instr #20120229000071240


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D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071250

E. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt

Grantor: SBA PROPERTIES, INC.

Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 6, 2006

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071260



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EXHIBIT "A"

(Landlord's Property)

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at 1" crimp pipe at the Northeast Corner of said Quarter-Quarter; thence run N 89°31'47" W a distance of 303.90 feet to a 5/8" capped rebar set being the Point of Beginning; thence run S 06°57'04" W a distance of 74.42 feet to a 5/8" capped rebar set; thence run S 06°57'04" W a distance of 179.27 feet to a 5/8" capped rebar set; thence run S 68°08'29" W a distance of 174.46 feet to a 5/8" capped rebar set; thence run S 06°57'04" W a distance of 60.00 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 185.47 feet to a 5/8" capped rebar set; thence run N 52°44'15" W a distance of 158.97 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 32.29 feet to a 5/8" capped rebar set on the north line of said Quarter-Quarter; thence run S 89°31'47" E along said north line a distance of 352.35 feet to the Point of Beginning, having an area of 1.09 acres, more or less and lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

TOGETHER WITH:

An easement for ingress and egress being 30 feet in width, encompassing an existing gravel drive and lying in the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at 1" crimp pipe at the Northeast Corner of the Southwest Quarter of said Southeast Quarter; thence run N 89°31'47" W a distance of 303.90 feet to a 5/8" capped rebar set being the Point of Beginning of an easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence run along the centerline of an existing gravel drive the following courses and distances: N 60°35'37" E a distance of 41.01 feet to a point; thence N 74°13'37" E a distance of 128.78 feet to a point; thence N 34°17'52" E a distance of 330.44 feet to a point; thence N 64°18'51" E a distance of 84.53 feet, more or less, to a point on the west right-of-way of Shelby County Highway 331 being the Point of Ending, having an area of .038 acres, more or less and lying in the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.

All as more fully shown on the survey of W.H. Sommerville, III, Project No. 00-136, dated May 30, 2000.



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EXHIBIT "B"

(Premises)

A parcel of land lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at 1" crimp pipe at the Northeast Corner of said Quarter-Quarter; thence run N 89°31'47" W a distance of 303.90 feet to a 5/8" capped rebar set being the Point of Beginning; thence run S 06°57'04" W a distance of 74.42 feet to a 5/8" capped rebar set; thence run S 06°57'04" W a distance of 179.27 feet to a 5/8" capped rebar set; thence run S 88°08'29" W a distance of 174.46 feet to a 5/8" capped rebar set; thence run S 06°57'04" W a distance of 60.00 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 185.47 feet to a 5/8" capped rebar set; thence run N 83°02'56" W a distance of 60.00 feet to a 5/8" capped rebar set; thence run N 52°44'15" W a distance of 158.97 feet to a 5/8" capped rebar set; thence run N 06°57'04" E a distance of 32.29 feet to a 5/8" capped rebar set on the north line of said Quarter-Quarter; thence run S 89°31'47" E along said north line a distance of 352.35 feet to the Point of Beginning, having an area of 1.09 acres, more or less and lying in the Southwest Quarter of the Southeast Quarter of Section 2, Township 21 South, Range 2 West, Shelby County, Alabama.



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All as more fully shown on the survey of W.H. Sommerville, III, Project No. 00-136, dated May 30, 2000.

SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL07264-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

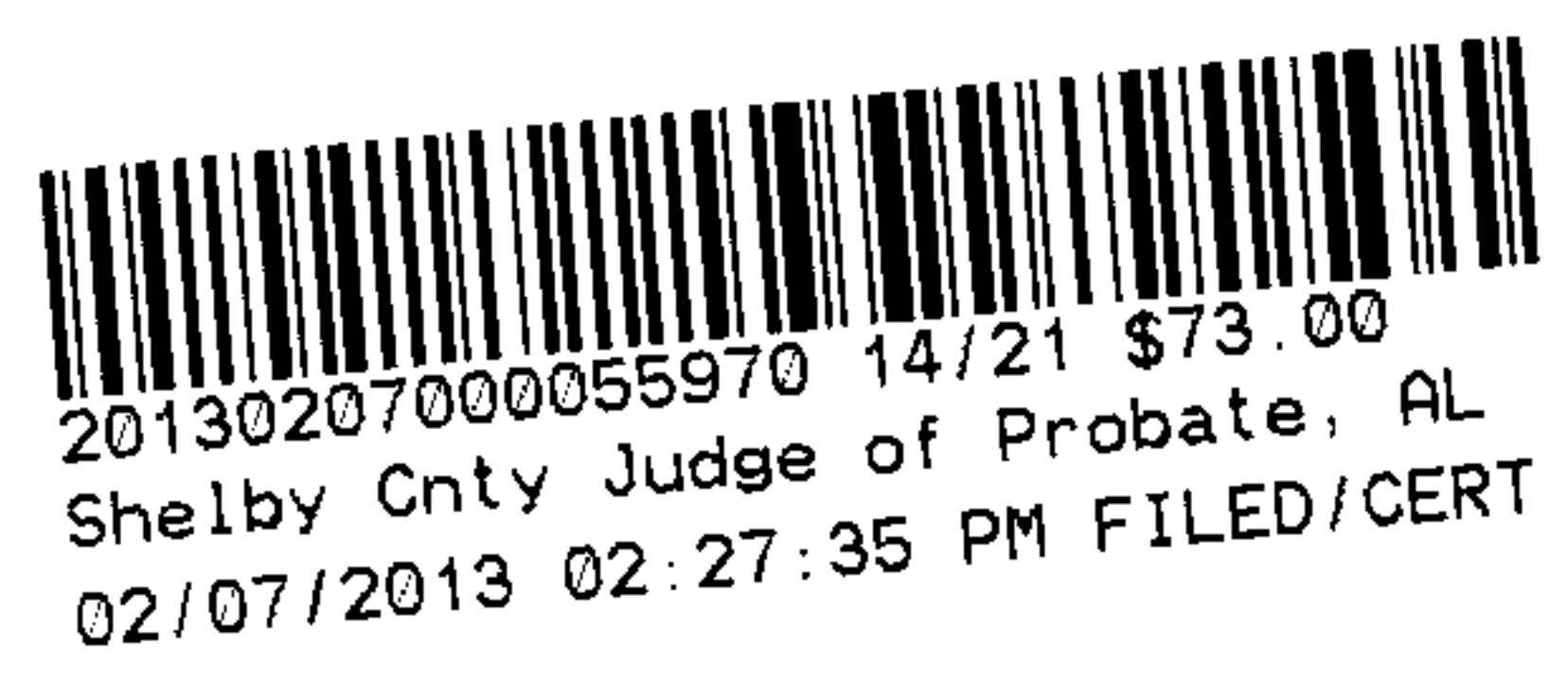
Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: General Electric Capital Corporation
Dated: 6/30/2003
Recording Date: 7/18/2003
Document Number: File# 20030718000459340

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/5/2004
Recording Information: #20040305000115440

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.
Dated: January 30, 2004
Recording Date: 3/6/2004
Recording Information: # 2004030500015470



D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.

Assignee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071230

E. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.

Mortgagee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071240

F. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071250

G. 1st Amendment to Amended and Restated Mortgage/Deed of Trust/Deed to Secure Debt

Grantor: SBA PROPERTIES, INC.

Trustee/Beneficiary: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 6, 2006

Recording Date: 2/29/12,

Recording Information: Instr #20120229000071260



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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.

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 48.85 feet to a point; thence run North 01 deg. 54 min. 59 sec. West a distance of 281.82 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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BEFORE THE ALABAMA DEPARTMENT OF REVENUE


In re:) A Proceeding Authorized
) by Section 40-22-2,
SBA PROPERTIES, INC.) Code of Alabama 1975
)
Petitioner,)

MORTGAGE TAX ORDER

Comes now SBA Properties, Inc., and in its Petition for Ascertainment of Mortgage Tax dated January 7, 2013 (the "Petition"), asks the Alabama Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to Section 40-22-2, *Code of Alabama 1975*, for the privilege of recording certain new mortgages and amendments to previously-recorded mortgages (collectively, the "Mortgage Documents") executed by SBA Properties, Inc. and certain affiliates that secure the indebtedness as described in the Petition (the "Indebtedness"), which along with other security documents (the "Security Documents") cover real and personal property and fixtures located both inside and outside the State of Alabama.

Upon consideration of the Petition and evidence offered in support thereof, the Alabama Department of Revenue finds as follows:

1. The Mortgage Documents and the Security Documents secure a maximum principal indebtedness in the amount of \$1,840,000,000.00.
2. The value of the real property and fixtures conveyed by the Mortgage Documents and located inside the State of Alabama is \$1,360,125.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgage Documents and the Security Documents in all states (including the State of Alabama) is \$1,840,000,000.00.
3. The percentage of the real property and fixtures conveyed by the Mortgage Documents that is located inside the State of Alabama is .074%.
4. The amount of the Indebtedness secured by the Mortgage Documents and subject to the Alabama mortgage recording tax is \$1,360,125.00 (\$1,360,200.00).
5. Alabama mortgage recording tax in the amount of \$2,040.30 will be due on the Indebtedness secured by the Mortgage Documents under Section 40-22-2, *Code of Alabama 1975*, as amended, upon the filing for record of the Mortgage Documents in the first Alabama county in which a Mortgage is recorded, and thereafter allocated by the Judge of Probate of said county to the other Alabama counties in which the properties and fixtures covered by the Mortgage Documents are located, in accordance with the percentages set forth in Exhibit A attached hereto.


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6. So long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgage Documents does not exceed \$1,840,000,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$2,040.30, plus any recording fees which may be due, shall be paid to the Judge of Probate of the first Alabama county in which a Mortgage is filed for record, and thereafter allocated by the Judge of Probate of said county to the other Alabama counties in which the properties and fixtures covered by the Mortgage Documents are located, in accordance with the percentages set forth in Exhibit A, and no additional mortgage recording tax will be due so long as the maximum principal amount of such indebtedness secured by the Mortgage Documents does not exceed \$1,840,000,000.00.

DONE, this 10th day of January, 2013.

DEPARTMENT OF REVENUE

By: Michael E. Mason
Assistant Commissioner of Revenue

Kathryn Elizabeth Jehle
Legal Division: Kathryn Elizabeth Jehle

ATTEST:

Curtis E. Stewart
Deputy Commissioner

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EXHIBIT A

<u>County</u>	<u>Value</u>	<u>Percentage</u>
Autauga County	\$ 2,000	0.15%
Baldwin County	62,100	4.57%
Barbour County	7,000	0.51%
Blount County	3,000	0.22%
Butler County	6,000	0.44%
Calhoun County	34,020	2.50%
Chambers County	5,000	0.37%
Cherokee County	1,000	0.07%
Chilton County	2,000	0.15%
Clarke County	5,500	0.40%
Clay County	10,300	0.76%
Coffee County	68,280	5.02%
Colbert County	2,000	0.15%
Conecuh County	2,000	0.15%
Coosa County	9,000	0.66%
Covington County	21,290	1.57%
Crenshaw County	47,440	3.49%
Cullman County	11,400	0.84%
Dale County	4,000	0.29%
Dallas County	8,000	0.59%

DeKalb County	5,000	0.37%
Elmore County	9,000	0.66%
Escambia County	35,165	2.59%
Etowah County	9,000	0.66%
Fayette County	1,000	0.07%
Franklin County	3,800	0.28%
Geneva County	1,000	0.07%
Greene County	1,000	0.07%
Hale County	3,000	0.22%
Henry County	4,000	0.29%
Houston County	15,000	1.10%
Jackson County	9,000	0.66%
Jefferson County	101,000	7.43%
Lamar County	4,000	0.29%
Lauderdale County	18,700	1.37%
Lawrence County	2,000	0.15%
Lee County	11,000	0.81%
Limestone County	45,000	3.31%
Lowndes County	1,000	0.07%
Madison County	8,000	0.59%
Marengo County	26,000	1.91%
Marion County	113,100	8.32%
Marshall County	92,500	6.80%

Mobile County	141,200	10.38%
Monroe County	70,330	5.17%
Montgomery County	76,000	5.59%
Morgan County	4,000	0.29%
Perry County	1,000	0.07%
Pickens County	4,000	0.29%
Pike County	24,960	1.84%
Randolph County	1,000	0.07%
Russell County	4,000	0.29%
St. Clair County	5,000	0.37%
Shelby County	96,710	7.11%
Sumter County	9,000	0.66%
Talladega County	4,000	0.29%
Tallapoosa County	3,000	0.22%
Tuscaloosa County	44,165	3.25%
Walker County	1,000	0.07%
Washington County	37,165	2.73%
Winston County	<u>4,000</u>	<u>0.29%</u>
Totals	\$ 1,360,125.00	100.00%

