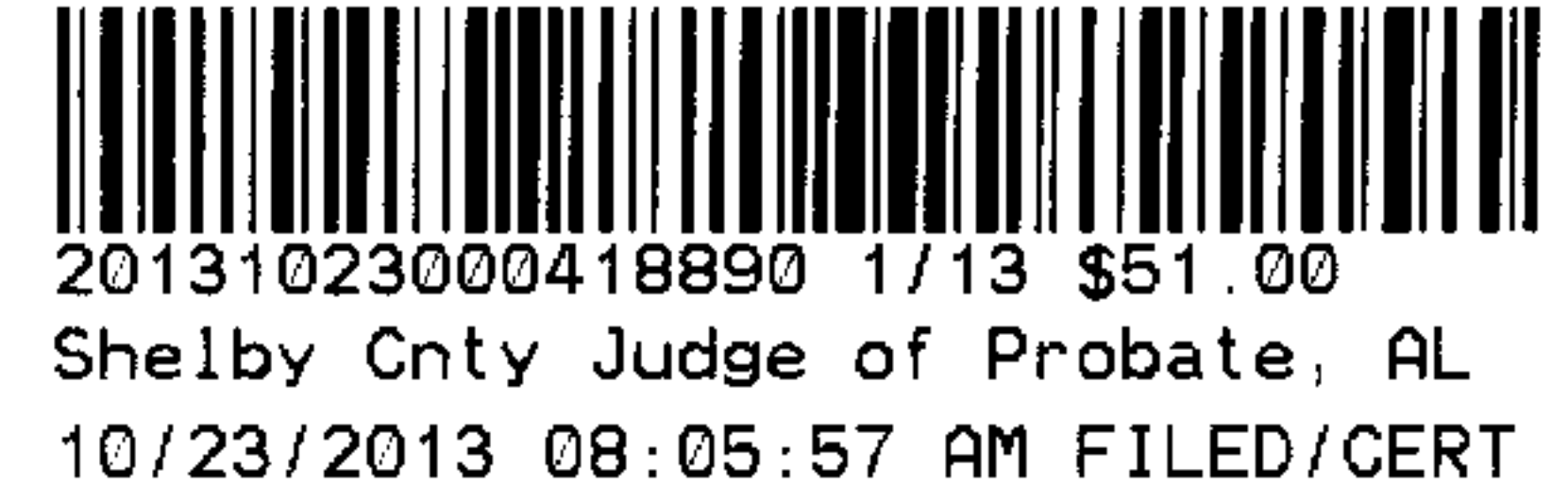


Shelby County, AL
Prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, Florida 33487
800-487-7483



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 April 18, 2013 is made by and between SBA STRUCTURES, LLC, a Delaware limited liability company, f/k/a SBA STRUCTURES, 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).

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.

C. 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.

D. 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.

E. 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 "\$1,840,000,000" are hereby deleted and the amount "\$3,170,000,000" 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 EIGHT HUNDRED FORTY MILLION DOLLARS" or "\$1,840,000,000" are hereby deleted and the amount of "THREE BILLION ONE HUNDRED SEVENTY MILLION DOLLARS" or "\$3,170,000,000", 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 STRUCTURES, LLC

By: _____

Name: Neil Seidman

Title: Vice President

STATE OF FLORIDA)

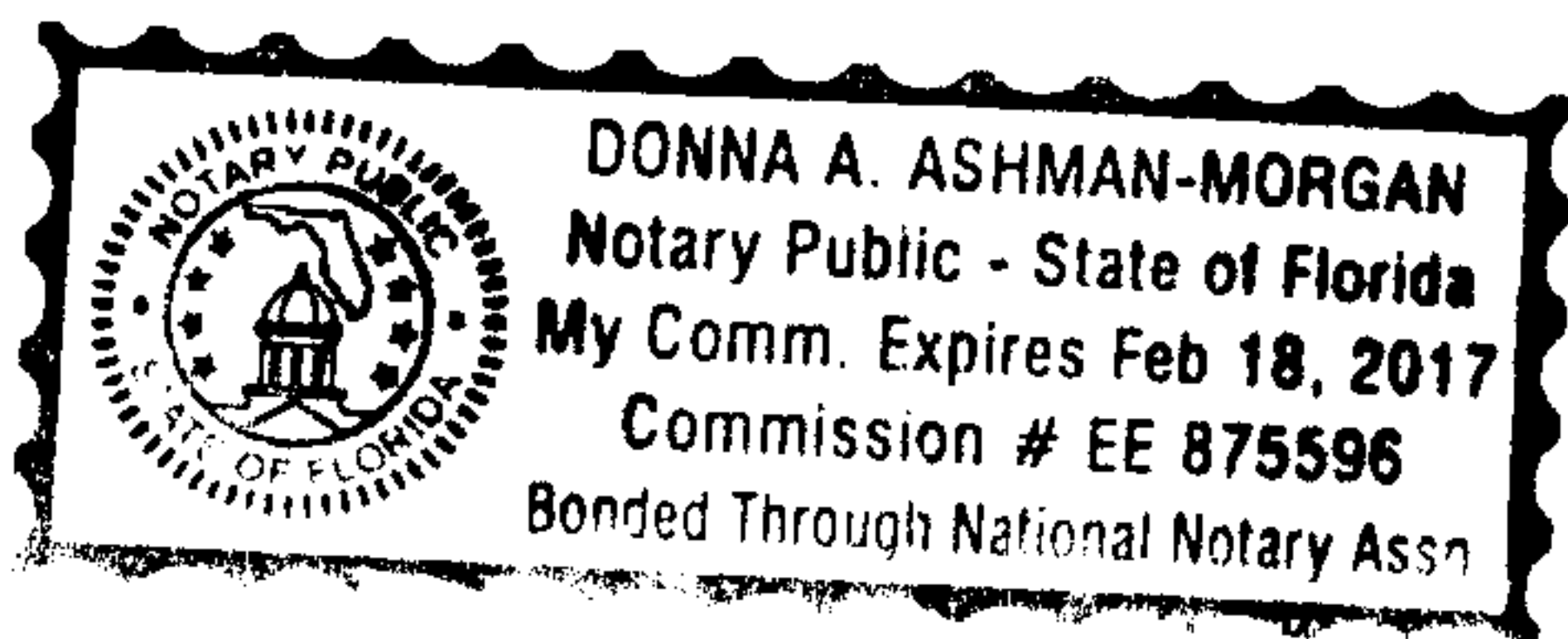
: ss.:

COUNTY OF PALM BEACH)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil Seidman, as Vice President of SBA Structures, LLC, a Delaware limited liability company, 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 18 day of April, 2013.



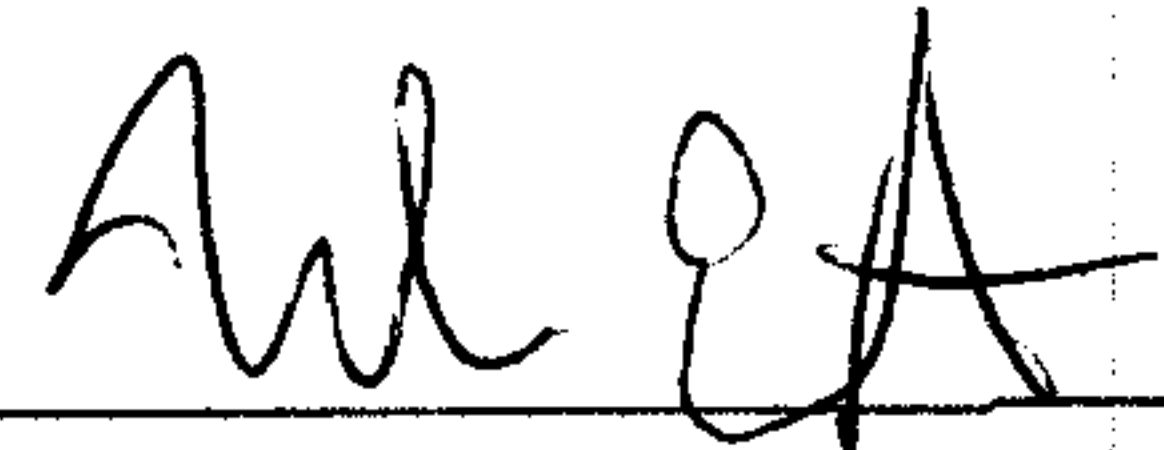
Notary Public

(SEAL)

My Commission Expires: _____

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Shelby Cnty Judge of Probate, AL
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DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

By: 
Name: **MARK ESPOSITO**
Title: **ASSISTANT VICE PRESIDENT**

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

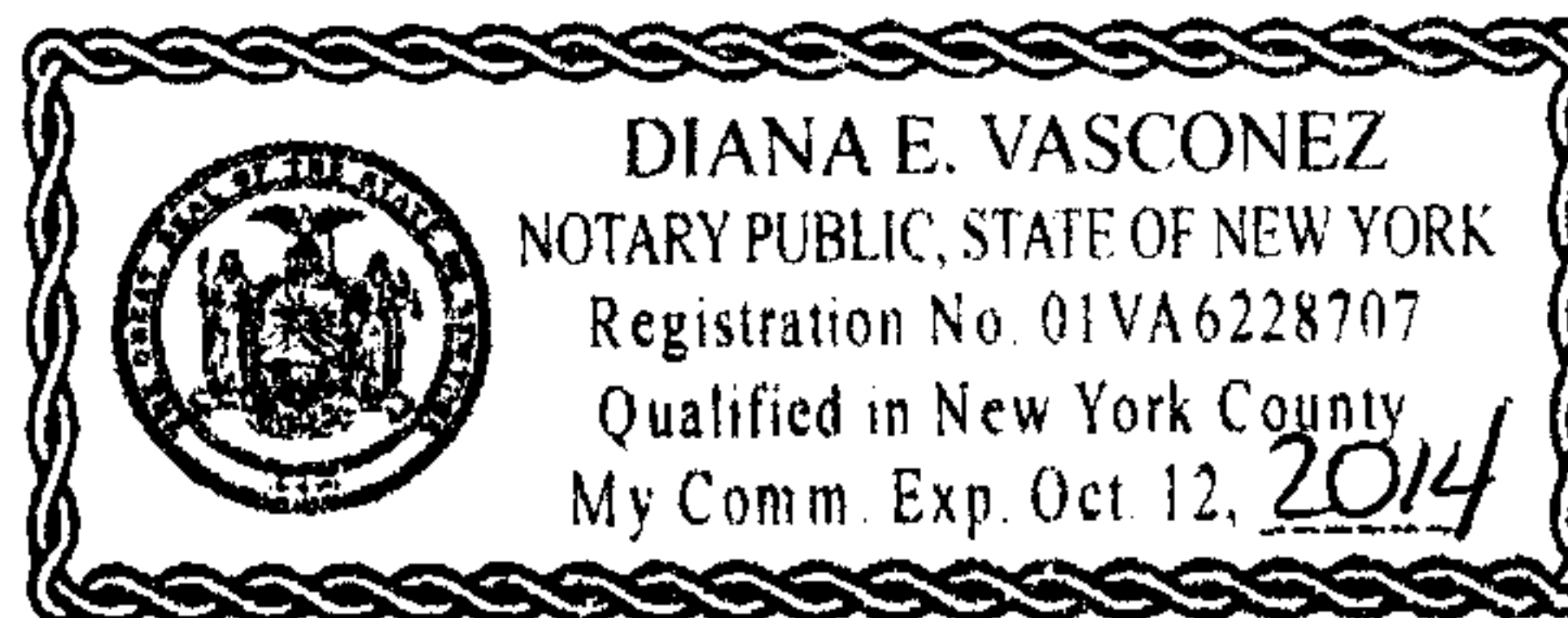
By: 
Name: **LOUIS BODI**
Title: **VICE PRESIDENT**

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

State of **NEW YORK**)
County of **NEW YORK**) ss.:

On the 18 day of April in the year 2013 before me, the undersigned, personally appeared **Mark Esposito, AVP** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


NOTARY PUBLIC



UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

AL

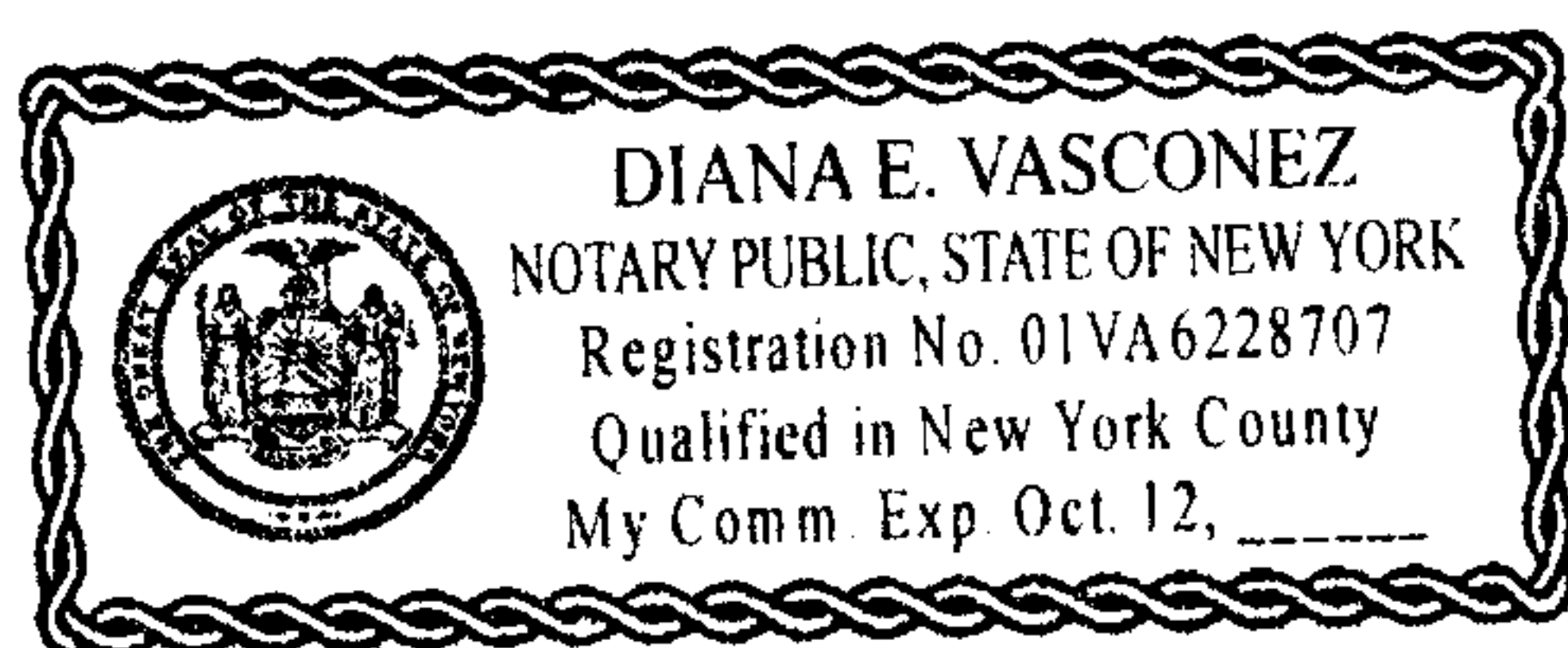

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Shelby Cnty Judge of Probate, AL
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State of NEW YORK)
County of NEW YORK) ss.:

On the 18 day of April in the year 2013 before me, the undersigned, personally appeared **Louis Bodi, VP** personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



NOTARY PUBLIC



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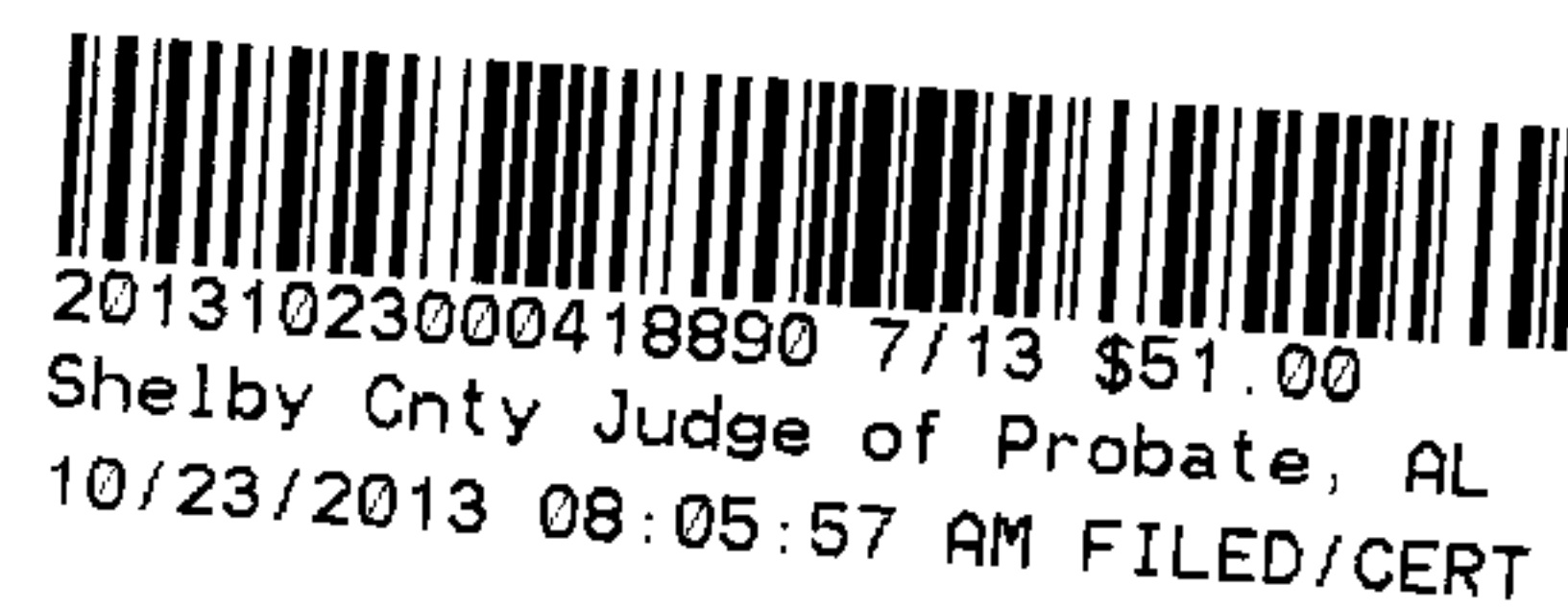
SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL21775-A

A. Mortgage, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA Structures, Inc.
Grantee/Trustee/Mortgagee: Deutsche Bank Trust Company Americas
Dated: August 9, 2012
Recording Information: 2/7/2013 doc# 20130207000055960



BEFORE THE ALABAMA DEPARTMENT OF REVENUE

In re:

Deutsche Bank Trust
Company Americas,

Petitioner.

)
)
)
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)
)
)

A proceeding authorized
By §40-22-2
Code of Alabama 1975


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Shelby Cnty Judge of Probate, AL
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MORTGAGE TAX ORDER

Comes now, Deutsche Bank Trust Company Americas, as trustee, Mortgagee, and asks the Department of Revenue to fix and determine the amount of mortgage recording tax due pursuant to § 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 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 \$3,170,000,000.00.

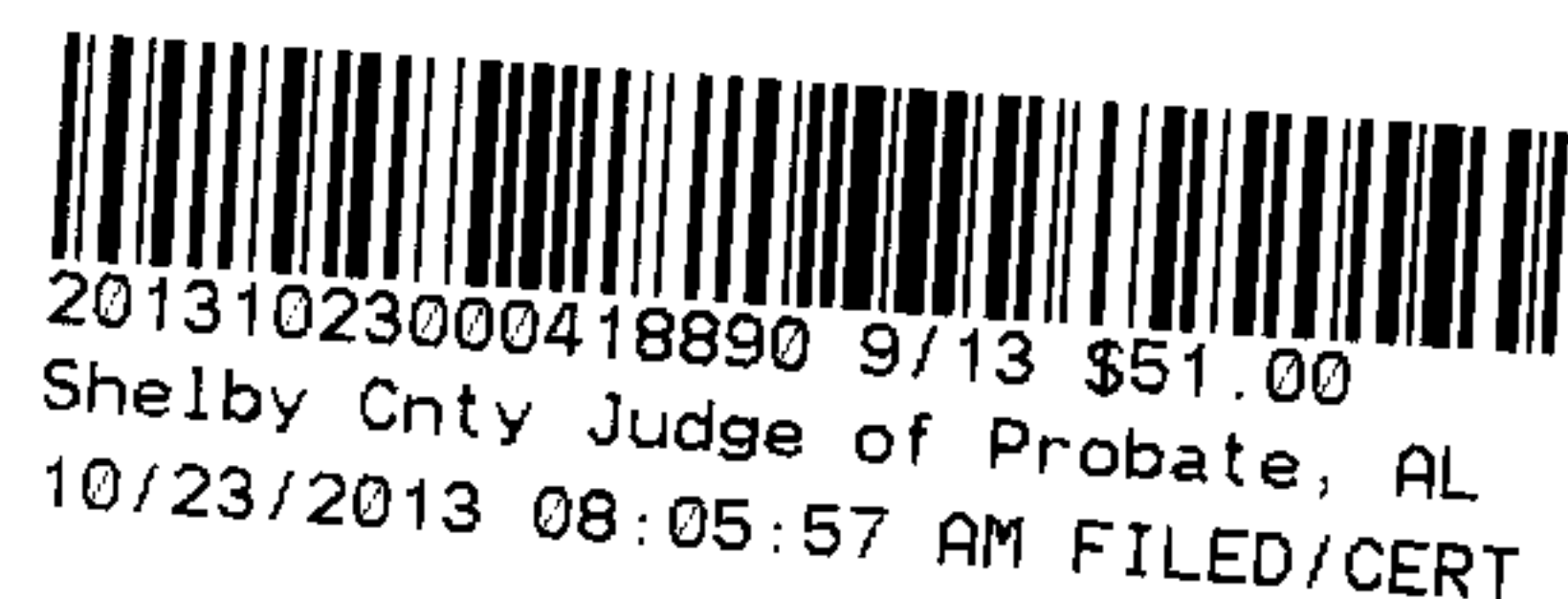
2. The value of the real property and fixtures conveyed by the Mortgage Documents and located inside the State of Alabama is \$1,451,103.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgage Documents and the Security Documents in all states (including the State of Alabama) is \$3,170,000,000.00.

3. The amount of the Indebtedness secured by the Mortgage Documents and subject to the Alabama mortgage recording tax is \$1,451,103.00 (\$1,451,200.00).

4. Alabama mortgage recording tax in the amount of \$2,176.80 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.

5. So long as the aggregate principal amount of Indebtedness at any one time outstanding as secured by the Mortgage Documents does not exceed \$3,170,000,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that the mortgage recording tax in the amount of \$2,176.80, plus any recording fees which may be due, shall be paid to the Judge of Probate 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 \$3,170,000,000.00.



DONE, this 18th day of September, 2013.

ALABAMA DEPARTMENT OF REVENUE

By: Michael E. Mason
Assistant Commissioner of Revenue

ATTEST:

By: [Signature]
Secretary

[Signature]
Legal Division: Kathryn Elizabeth Jehle


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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

<u>County</u>	<u>Value</u>	<u>Percentage</u>
Autauga	\$ 2,000.00	0.1378%
Baldwin	\$ 67,300.00	4.6379%
Barbour	\$ 7,000.00	0.4824%
Bibb	\$ 1,000.00	0.0689%
Blount	\$ 4,000.00	0.2757%
Butler	\$ 6,000.00	0.4135%
Calhoun	\$ 20,500.00	1.4127%
Chambers	\$ 6,000.00	0.4135%
CHEROKEE	\$ 1,000.00	0.0689%
Chilton	\$ 2,000.00	0.1378%
Clarke	\$ 40,500.00	2.7910%
CLAY	\$ 47,500.00	3.2734%
Coffee	\$ 75,400.00	5.1960%
COLBERT	\$ 2,000.00	0.1378%
Conecuh	\$ 2,000.00	0.1378%
Coosa	\$ 9,000.00	0.6202%
Covington	\$ 8,000.00	0.5513%
Crenshaw	\$ 47,440.00	3.2692%
Cullman	\$ 13,400.00	0.9234%
Dale	\$ 5,000.00	0.3446%
Dallas	\$ 8,000.00	0.5513%
DeKalb	\$ 5,000.00	0.3446%
Elmore	\$ 9,000.00	0.6202%
Escambia	\$ 61,000.00	4.2037%
Etowah	\$ 10,000.00	0.6891%
Fayette	\$ 2,000.00	0.1378%
Franklin	\$ 4,000.00	0.2757%
Geneva	\$ 3,000.00	0.2067%
Greene	\$ 1,000.00	0.0689%
Hale	\$ 3,000.00	0.2067%
Henry	\$ 4,000.00	0.2757%
Houston	\$ 15,000.00	1.0337%
JACKSON	\$ 9,000.00	0.6202%
Jefferson	\$ 71,800.00	4.9480%
Lamar	\$ 4,000.00	0.2757%
Lauderdale	\$ 19,700.00	1.3576%

Lawrence	\$ 2,000.00	0.1378%
Lee	\$ 16,000.00	1.1026%
Limestone	\$ 45,000.00	3.1011%
Lowndes	\$ 1,000.00	0.0689%
Macon	\$ 1,000.00	0.0689%
Madison	\$ 14,000.00	0.9648%
Marengo	\$ 4,253.00	0.2931%
Marion	\$ 115,100.00	7.9319%
Marshall	\$ 94,500.00	6.5123%
Mobile	\$ 90,200.00	6.2160%
Monroe	\$ 8,550.00	0.5892%
Montgomery	\$ 176,000.00	12.1287%
Morgan	\$ 7,000.00	0.4824%
Perry	\$ 1,000.00	0.0689%
Pickens	\$ 4,000.00	0.2757%
Pike	\$ 24,960.00	1.7201%
Randolph	\$ 1,000.00	0.0689%
Russell	\$ 5,000.00	0.3446%
SaintClair	\$ 6,000.00	0.4135%
Shelby	\$ 183,200.00	12.6249%
Sumter	\$ 10,000.00	0.6891%
Talladega	\$ 4,000.00	0.2757%
Tallapoosa	\$ 3,000.00	0.2067%
Tuscaloosa	\$ 25,900.00	1.7848%
Walker	\$ 3,000.00	0.2067%
Washington	\$ 4,900.00	0.3377%
WINSTON	\$ 4,000.00	0.2757%
Grand Total	\$ 1,451,103.00	100.0000%


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