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Shelby Cnty Judge of Probate, AL  
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Prepared By: Stacey Lane  
After Recording, Return to:  
SBA Properties, LLC  
5900 Broken Sound Parkway NW  
Boca Raton, Florida 33487  
Attn: Dee Ott

NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS NONDISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT (this "Agreement"), is dated as of July 17, 2014, among Celco Partnership, a Delaware general partnership d/b/a Verizon Wireless ("Tenant"), SBA Properties, LLC, a Delaware limited liability company ("SBA") and Deutsche Bank Trust Company Americas, Trustee for the certificateholders of SBA Tower Trust Secured Tower Revenue Securities (and not in its corporate capacity), as lender under the Loan Agreement defined below) (in such capacity, "Lender").

**Recitals:**

A. SBA is the fee simple owner of that tract or parcel of land lying and being in Shelby County, Alabama, and being more particularly described on Exhibit A attached hereto (such real property being referred to herein as the "Property").

B. SBA and Lender, among other parties, have entered into that certain Amended and Restated Loan Agreement dated as of November 18, 2005 (as the same may be further amended, restated, supplemented, modified, replaced, renewed or extended from time, the "Loan Agreement"). Pursuant to the Loan Agreement, SBA has granted or conveyed to Lender a security interest, lien, mortgage and security title to certain assets of SBA, including, without limitation, all or substantially all of SBA's personal property. Further pursuant to the Loan Agreement, SBA is required from time to time to grant and convey to Lender a security interest, lien, mortgage and security title in, to and under various leases of real property under which SBA is the tenant (but not all such leases) and various subleases of real property under which SBA is the tenant (but not all such leases) and various subleases of real property under which SBA is the sublandlord (but not all such subleases), as more particularly provided in the Loan Agreement (such instrument(s) granting and conveying such security interest, lien, mortgage and security title, collectively, the "Lien Document").



C. SBA and Tenant have entered into that certain Antenna Site Agreement, dated July 10, 2014 (the "Lease"), pursuant to which SBA has leased to Tenant, and Tenant has leased from SBA, a portion of the Property and tower space on the communications tower constructed by SBA on the Property (the "Tower") together with certain rights of access and to install utilities and cable runs on the Property (collectively, the "Premises"), all as more particularly provided in the Lease. Because SBA's interest in, to and under the Lease and the Lease and the Property and the Premises may now or hereafter be included in the collateral under the Loan Agreement and subject to the lien of a Lien Document, SBA is required under the Loan Agreement [and the Lease] to obtain a fully executed and delivered agreement regarding subordination of the Lease to the lien of any such Lien Document in the form of this Agreement. Tenant and Lender desire that the foregoing obligation be fulfilled and are willing to execute and deliver this Agreement.

### **Agreement**

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Nondisturbance. Except as provided in the following sentence hereof, Lender, or any purchaser at a foreclosure sale, any transferee who acquired the Property or Premises (or both) by deed in lieu of foreclosure or otherwise (or any successors or assigns of such purchasers or transferees), shall not, in connection with, upon or after any foreclosure, acceptance of deed or other instrument in lieu of foreclosure or the exercise of any right, remedy or privilege granted by the Loan Agreement or any Lien Document, or otherwise available to Lender at law or in equity, disturb Tenant's possession or use of the Premises under the Lease, and the Lease will continue in full force and effect according to its terms. The nondisturbance set forth above in this Section 1 shall not be required upon and after the occurrence of an event of default by Tenant under the Lease that is not cured within any applicable cure period or other event or condition that, without further action of SBA, causes the termination of the Lease or would entitle SBA under the Lease to dispossess Tenant from the Premises.

2. Attornment to Lender. If and when Lender, or any purchaser at a foreclosure sale, any transferee who acquires the Property or Premises (or both) by deed in lieu of foreclosure or otherwise (or any successors or assigns of such purchasers or transferees), succeeds to SBA's interest in and under the Lease pursuant to the Loan Agreement or any Lien Document or otherwise on account of Lender's exercise of a remedy available to it, Tenant shall attorn to Lender, or such purchasers or transferees and their successors and assigns, as sublessor, under all of the terms, covenants and provisions of the Lease and such attornment shall be self-operative without the execution of any further instrument by any party and shall be effective immediately upon Lender, or such purchasers or transferees and their successors and assigns, succeeding to SBA's interest in and under the Lease. Tenant hereby further agrees in such event to attorn to Lender, or such purchasers or transferees and their successors and assigns, and to recognize Lender, or such purchasers or transferees and their successors and assigns, as "Landlord" or "Sublandlord", as the case may be, under the Lease, and Tenant agrees to execute and deliver,



upon the reasonable request of Lender, any instrument which may be necessary or appropriate to evidence such attornment.

3. No Offset. Lender shall not be: (a) liable for any act or omission of any prior landlord (including SBA); (b) subject to any offsets or defenses which Tenant might have against any prior landlord (including SBA), (c) bound by any rent, security deposit or additional rent which Tenant might have paid more than one (1) year in advance to any prior landlord (including SBA); (d) bound to Tenant for any act or omission arising after the date on which the Lender shall transfer title to the Property to a third party; or (e) liable to Tenant for the commencement, prosecution or completion of any construction work described therein or liable under any express or implied warranty regarding construction work described therein or liable under any express or implied warranty regarding construction contained in the Lease or in any other document or instrument between SBA and Tenant (unless Lender elects, at its option, to commence or otherwise conduct as successor "Landlord" or "Sublandlord", as the case may be, such construction work).

4. Subordination. Tenant hereby agrees that its tenancy under the Lease is subordinated to the security interest, lien, mortgage and security title of Lender in and to the Property and SBA's interest in and under the Lease pursuant to any Lien Document and any renewals, substitutions, extensions or replacements thereof, with the same force and effect as though such Lien Document had been executed by SBA and delivered to Lender and recorded prior to the execution of the Lease and prior to the time that Tenant took possession of the Premises. Tenant agrees to execute and deliver, upon the reasonable request of Lender, any instrument in recordable form, which may be necessary to evidence such subordination.

5. Notice and Cure; Requirement Regarding Certain Amendments.

(a) Notwithstanding anything in the Lease to the contrary, Tenant hereby agrees that, so long as Lender holds a lien on the Premises pursuant to any Lien Document, Tenant will, simultaneously with the giving of any notice to SBA required under the Lease, provide to Lender written notice of (i) Tenant's intention to cancel or terminate the Lease under the terms and conditions of the Lease, or (ii) Tenant's exercise of a credit or offset against rent or future rent payable thereunder. Lender shall be afforded an opportunity to cure any event of default by SBA under the Lease or correct any circumstances or condition giving rise to such right of termination or cancellation of the Lease by Tenant, provided that Lender shall be subject to the same cure periods and rights as provided to SBA under the Lease. Further, Tenant agrees that any material amendment or modification to the Lease shall not be binding upon Lender without Lender's written consent or deemed consent as provided in the last sentence of this Section 5(a). Tenant or SBA (or both) shall provide to Lender, in accordance with Section 5(b) below, notice of any such amendment or modification to the Lease as described above in this Section 5. Lender, SBA and Tenant agree that, for the purposes of this Section 5(a), nonmaterial amendments or modifications shall include, but shall not be limited to, the following: (i) any extension of the term of the Lease, (ii) any addition to, alteration, modification, or replacement of Tenant's equipment, (iii) any relocation of Tenant's equipment on the Property, (iv) any increase in the Rent (as defined in the Lease), and (v) any decrease in the Rent, provided however, that such an amendment shall become material should the decrease in Rent result in Rent lower than the



amount then prescribed by the unamended Lease. In the event that Lender fails to accept or reject such amendment or modification in a writing delivered to Tenant and SBA within twenty (20) calendar days after receipt by Lender of such notice from Tenant or SBA (or from both), whichever is earlier, Lender shall be deemed to have consented to such amendment or modification to the Lease.

(b) Any notice required or permitted by or in connection with this Agreement shall be in writing and shall be made by hand delivery against receipt, or by overnight delivery service by a nationally recognized carrier, or by certified mail, return receipt requested, postage prepaid, addressed to the parties at the appropriate address set forth below or to such other address as may hereafter be specified by written notice by the parties to each other in accordance with this Section 5. Notice shall be considered given as of the earlier of the date of actual receipt of hand delivery, the next business day after delivery by the sending party to an overnight delivery service, or three (3) calendar days after the date of mailing, independent of the date of actual delivery or whether delivery is ever in fact made, as the case may be, provided the giver of notice can establish that notice was given as provided herein.

To Tenant: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, NJ 07921  
Attn: Network Real Estate

To SBA: SBA Properties, LLC  
5900 Broken Sound Parkway NW  
Boca Raton, Florida 33487  
Attention: Jeffrey A. Stoops  
Telecopy: (561) 997-0343  
Telephone: (561) 995-7670

with a copy to: Attention: Thomas P. Hunt  
Telecopy: (561) 989-2941  
Telephone: (561) 226-9231

To Lender: Deutsche Bank Trust Company Americas, Trustee  
c/o Midland Loan Services, Inc. as Servicer  
10851 Mastin Boulevard  
Suite 300  
Overland Park, Kansas 66210  
Attention: SBA Tower Trust – Secured Tower  
Revenue Securities  
Telecopy: (913) 253-9733

6. Amendments and Waivers. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder, shall be valid or binding for any purpose whatsoever, unless in writing and duly

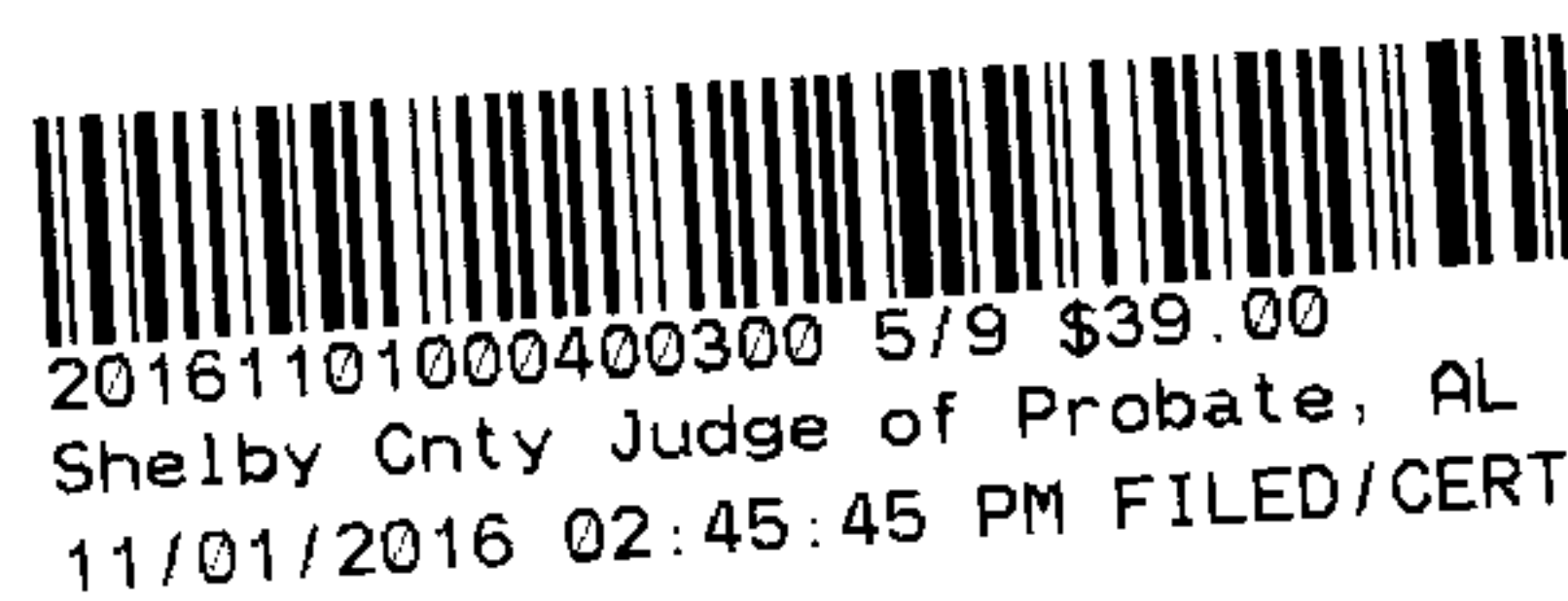
executed by the party against whom the same is sought to be asserted. This Agreement shall not be deemed to amend or modify the Lease.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties herein named and their respective successors and assigns in interest.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

9. Severability. A determination that any provision of this Agreement is unenforceable or invalid shall not affect the enforceability or validity of any other provision, and any determination that the application of any provision of this Agreement to any person or to particular circumstances is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

10. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the internal laws of the State of Alabama.





IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

**TENANT:**

Cellco Partnership d/b/a Verizon Wireless

Kim Ulrich  
Witness Signature  
Kim Ulrich  
Witness Printed Name

By: [Signature]  
Name: Aparna Khurjekar  
Title: Area Vice President Network

Nita Welch  
Witness Signature  
Nita Welch  
Witness Printed Name

**LENDER:**

Deutsche Bank Trust Company Americas, Trustee for the certificate holders of SBA Tower Trust Secured Tower Revenue Securities (and not in its corporate capacity)

[Signature]  
Witness Signature  
Denise Ott  
Witness Printed Name

By: Midland Loan Services, Inc. as Servicer for Deutsche Bank Trust Company Americas, Trustee (and not in its corporate capacity)

Ingrid Rossi  
Witness Signature  
Ingrid Rossi  
Witness Printed Name

By: SBA Properties, LLC, as agent for Midland Loan Services, Inc. as Servicer, under Limited Power of Attorney dated as of April 18, 2013 (and not in its corporate capacity)

By: [Signature]  
Name: Thomas P. Hunt  
Title: Executive Vice President/General Counsel

**SBA:**

[Signature]  
Witness Signature  
Denise Ott  
Witness Printed Name

SBA Properties, LLC, a Delaware limited liability company

Ingrid Rossi  
Witness Signature  
Ingrid Rossi  
Witness Printed Name

By: [Signature]  
Name: Thomas P. Hunt  
Title: Executive Vice President, General Counsel



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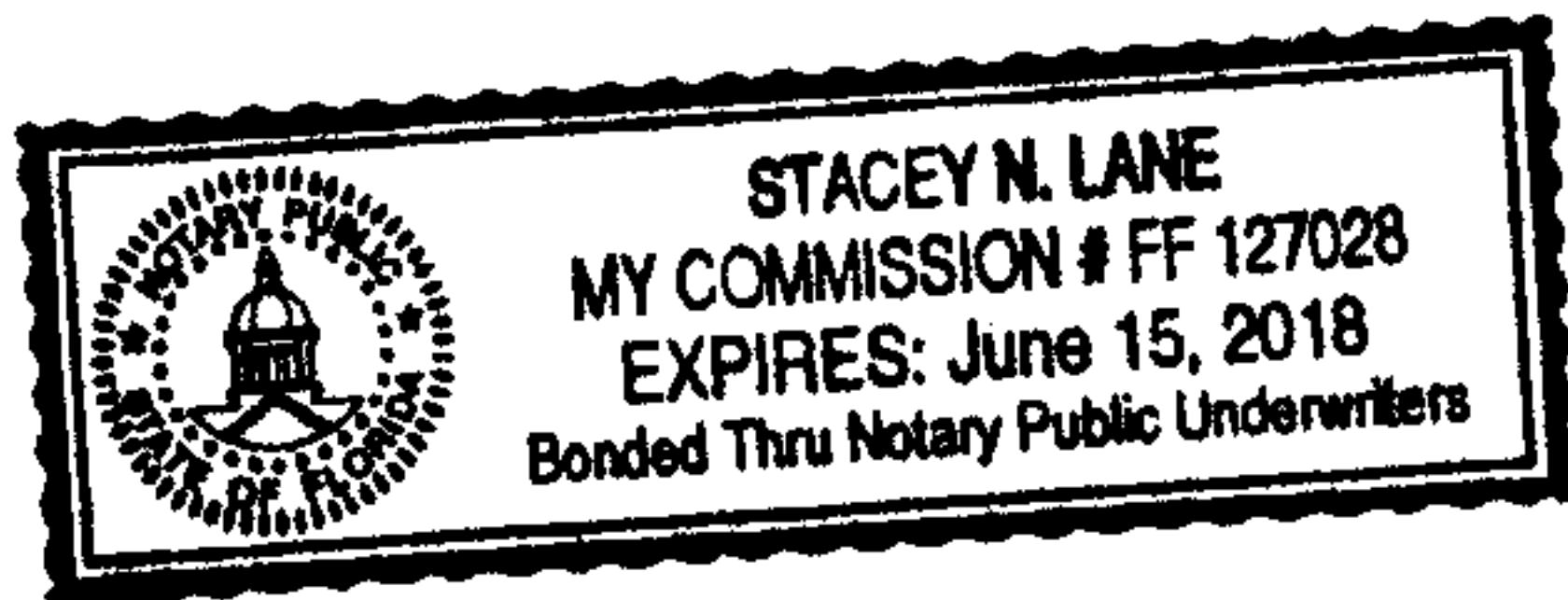
**LENDER:**

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of July, 2014, by Thomas P. Hunt as Executive Vice President and General Counsel of SBA Properties, LLC, a Delaware limited liability company, as agent for Midland Loan Services, Inc., as Servicer, under Limited Power of Attorney dated as of April 18, 2013, on behalf of the company. He is personally known to me or has produced N/A as identification.

(AFFIX NOTARIAL SEAL)



Stacey N. Lane  
(OFFICIAL NOTARY SIGNATURE)  
Notary Public - State of Florida

Stacey N. Lane  
(Printed, Typed or Stamped name of Notary)

Commission Number: \_\_\_\_\_

**TENANT:**

STATE OF NORTH CAROLINA

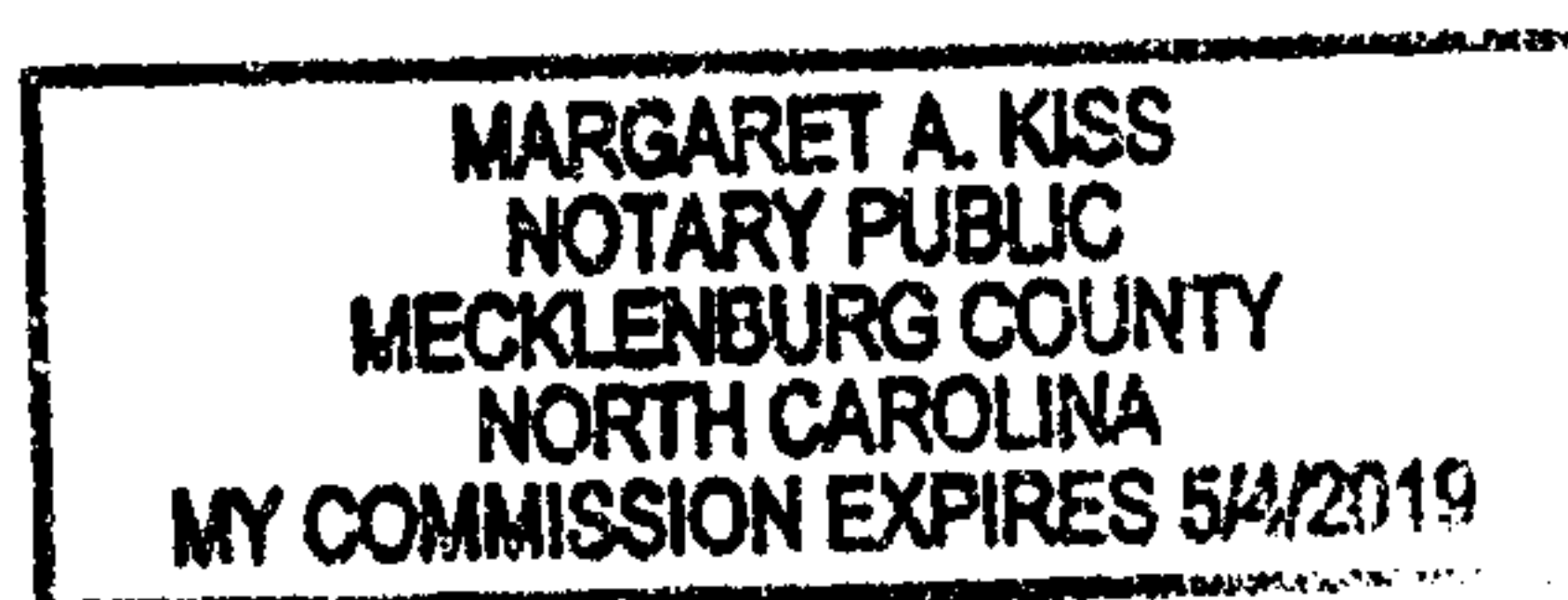
COUNTY OF MECKLENBURG

Before me, Margaret A. Kiss, the undersigned officer, personally appeared Aparna Khurjekar, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Area Vice President Network of Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, and that being duly authorized, she executed the foregoing instrument for the purpose therein contained, by personally signing the name of Cellco Partnership, d/b/a Verizon Wireless by herself as Area Vice President Network.

Margaret A. Kiss  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



SBA Site: AL03074-S/Shelby  
Tenant: 20130898552/Hwy 70

**SBA:**

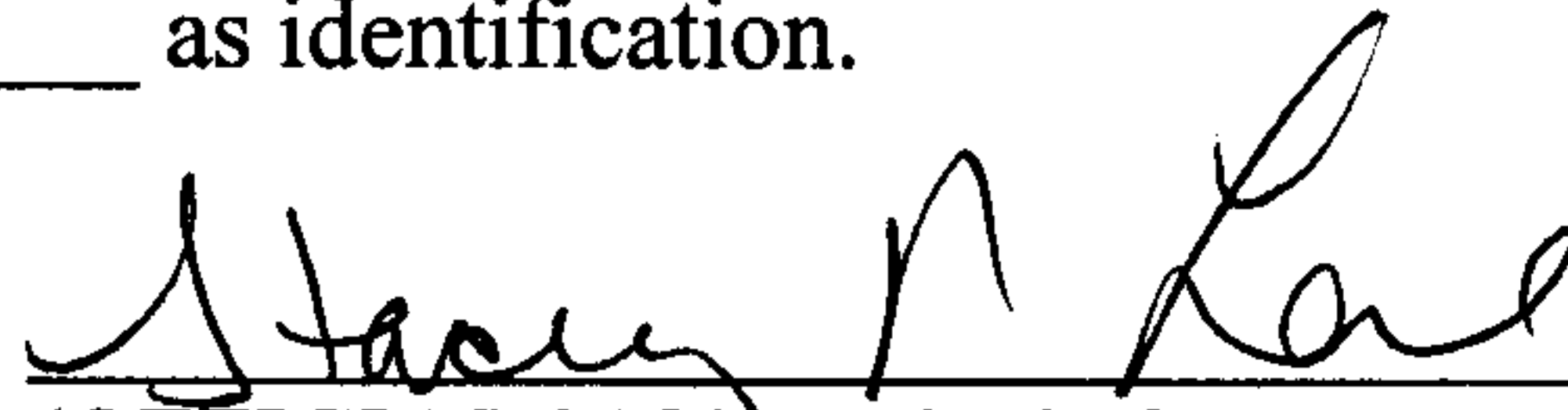
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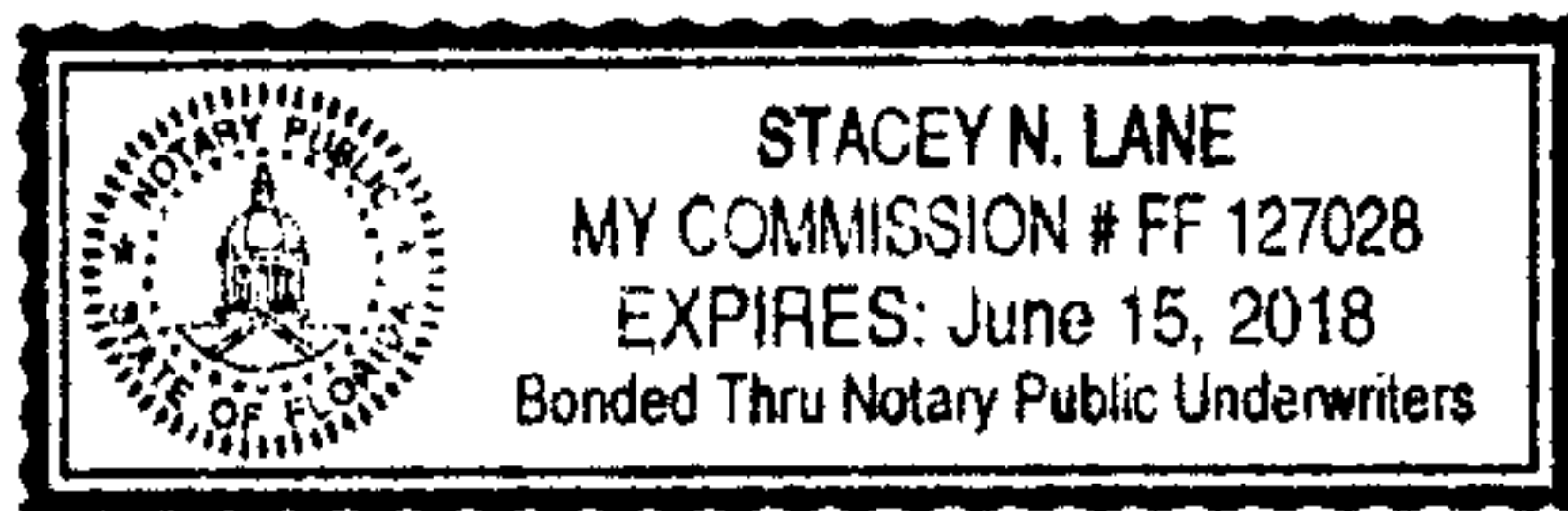
STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of July, 2014, by Thomas P. Hunt as Executive Vice President and General Counsel of SBA Properties, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.

(AFFIX NOTARIAL SEAL)

  
(OFFICIAL NOTARY SIGNATURE)  
Notary Public - State of Florida



Stacey N. Lane  
(Printed, Typed or Stamped name of Notary)

Commission Number: \_\_\_\_\_



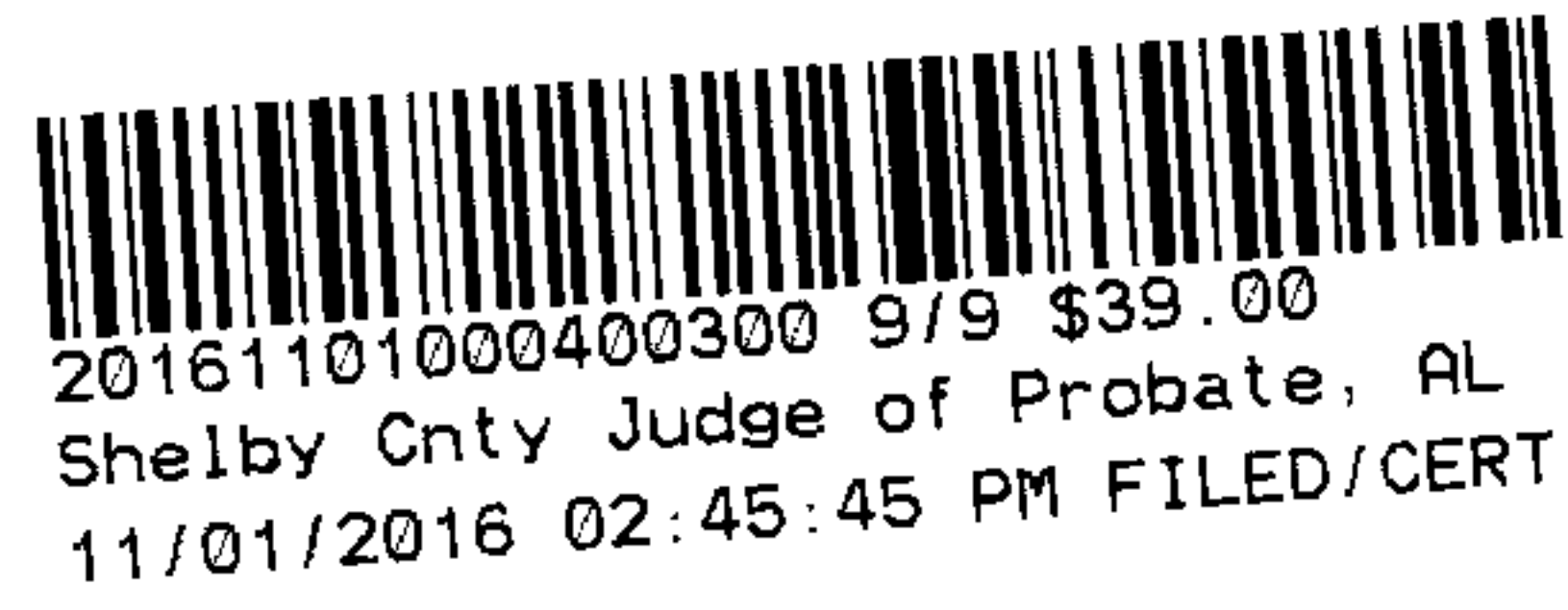


EXHIBIT A

Begin at the SW corner of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 29, T 21 South, Range 1 West, Shelby County, Alabama; thence run Easterly along the South line thereof 649.51 feet; thence 114 degrees 5 minutes 15 seconds left run Northwesterly for 159.81 feet; thence 90 degrees 00 minutes 00 seconds left run Southwesterly for 183.20 feet; thence 90 degrees 00 minutes 00 seconds right run Northwesterly for 355.59 feet to the southeasterly right of way of Alabama State Highway 70; thence 87 degrees 10 minutes 18 seconds left run Southwesterly along said right of way for 282.54 feet; thence 67 degrees 3 minutes 40 seconds left run Southerly for 293.43 feet to the point of beginning. According to updated survey of Thomas F. Simmons, RLS #12945. Containing 3.42 Acres more or less.