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03/29/2019 09:58:01 AM
MORTAMEN 1/26

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New Orleans, LA 70130
(504) 558-5113

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Managing Attorney, US Tower
American Tower Corporation
10 Presidential Way
Woburn, MA 01801

STATE OF ALABAMA)
SHELBY COUNTY)

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
FIXTURE FILING AND SECURITY AGREEMENT
between**

AMERICAN TOWER ASSET SUB, LLC
(“Mortgagor”)
and

U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE (“Lender”)

04391752.2

First Amendment to Mortgage Alabama
Site Nos: See Exhibit A attached hereto.

**FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS,
FIXTURE FILING AND SECURITY AGREEMENT**

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment") is made as of the 29th day of March, 2018, between by American Tower Asset Sub, LLC, a Delaware limited liability company ("Mortgagor"), whose address for notice hereunder is 100 Presidential Way, Woburn, Massachusetts 01801, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities, acting by and through its agent and attorney-in-fact MIDLAND LOAN SERVICES, a division of PNC Bank, National Association (the "Lender", as the context may require), whose mailing address is 10851 Mastin, Suite 300, Overland Park, Kansas 66210, Attn: President. All capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement (as hereafter defined).

RECITALS

A. Pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of May 4, 2007, as supplemented by the First Loan and Security Agreement Supplement dated as of May 4, 2007, and as further supplemented by the Loan and Security Agreement Supplement dated as of May 4, 2012, and as amended and restated by that certain First Amended and Restated Loan and Security Agreement dated as of March 15, 2013, by and among Lender, Mortgagor and American Tower Asset Sub II, LLC ("Asset Sub II"), a Delaware limited liability company (the "Original Loan Agreement"), Lender agreed to make a loan to Mortgagor and certain Affiliates of Mortgagor (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Existing Loan").

B. Mortgagor, Asset Sub II and Lender have entered into (i) that certain Second Amended and Restated Loan Agreement dated of even date herewith (the "Second Amendment") pursuant to which, inter alia, Lender provides the Borrowers with the right to increase the amount of the Existing Loan, and (ii) that certain Second Trust Agreement Supplement dated of even date herewith (the "Second Supplement") pursuant to which, inter alia, the Lender has agreed to advance to the Borrowers an increase in the Existing Loan (the Existing Loan as so modified, herein called the "Loan" and the Original Loan Agreement as modified by the Second Amendment and the Second Supplement, herein called the "Loan Agreement").

C. The Loan is secured, inter alia, by that certain Mortgage, Assignment Of Leases And Rents, Fixture Filing And Security Agreement dated as of May 4, 2007, executed by Mortgagor and encumbering the property described on Exhibit A attached hereto (the "Property") and recorded in the real property records as set forth on Exhibit A attached hereto (collectively, as amended hereby, the "Mortgage").

D. In connection with such modifications, Mortgagor and Lender desire to make certain amendments to the Mortgage, all as more particularly set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Modifications to Mortgage. Mortgagor and Lender agree to modify the Mortgage as follows:

(a) Any reference in the Mortgage to the "Loan Agreement" shall mean the Original Loan Agreement, as amended by the Second Amendment and the Second Supplement, and as same may be further modified, supplemented, extended, restated or renewed from time to time.

(b) Notwithstanding any provision in the Mortgage to the contrary, the maturity date of the Obligations specified in the Mortgage is March 15, 2048.

2. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State in which the Property is located except that the provisions of the laws of the jurisdiction in which the Land (as defined in the Mortgage) is located shall be applicable to the creation, perfection and enforcement of the lien created by the Mortgage. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment, and to this end, the provisions of this Amendment are declared to be severable.

3. Ratification of Lien. Each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect in accordance with its terms, except as amended by this Amendment. Mortgagor expressly acknowledges, reaffirms and ratifies each and every term, condition, warranty and provision of the Mortgage (except as amended by this Amendment), that the Mortgage remains a first lien priority on the Property (as defined in the Mortgage) and agrees that no part of the foregoing amendments or modifications shall have the effect of novating, releasing, relieving or diminishing any obligations of Mortgagor under the Mortgage.

4. Entire Agreement. This Amendment and the Mortgage, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Successors and Assigns. All provisions of this Amendment shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

6. Counterparts. This Amendment may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.


7. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Lender has been recorded in the records of Autauga County, Alabama, as Instrument No. _____.

[Signatures begin on following page]

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IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Lender on the date appearing in the acknowledgments below to be effective as of the date first above written.

American Tower Asset Sub, LLC
a Delaware limited liability company

By: 
Name: Richard P. Palermo
Title: Authorized Signatory

NOTARY ACKNOWLEDGMENT

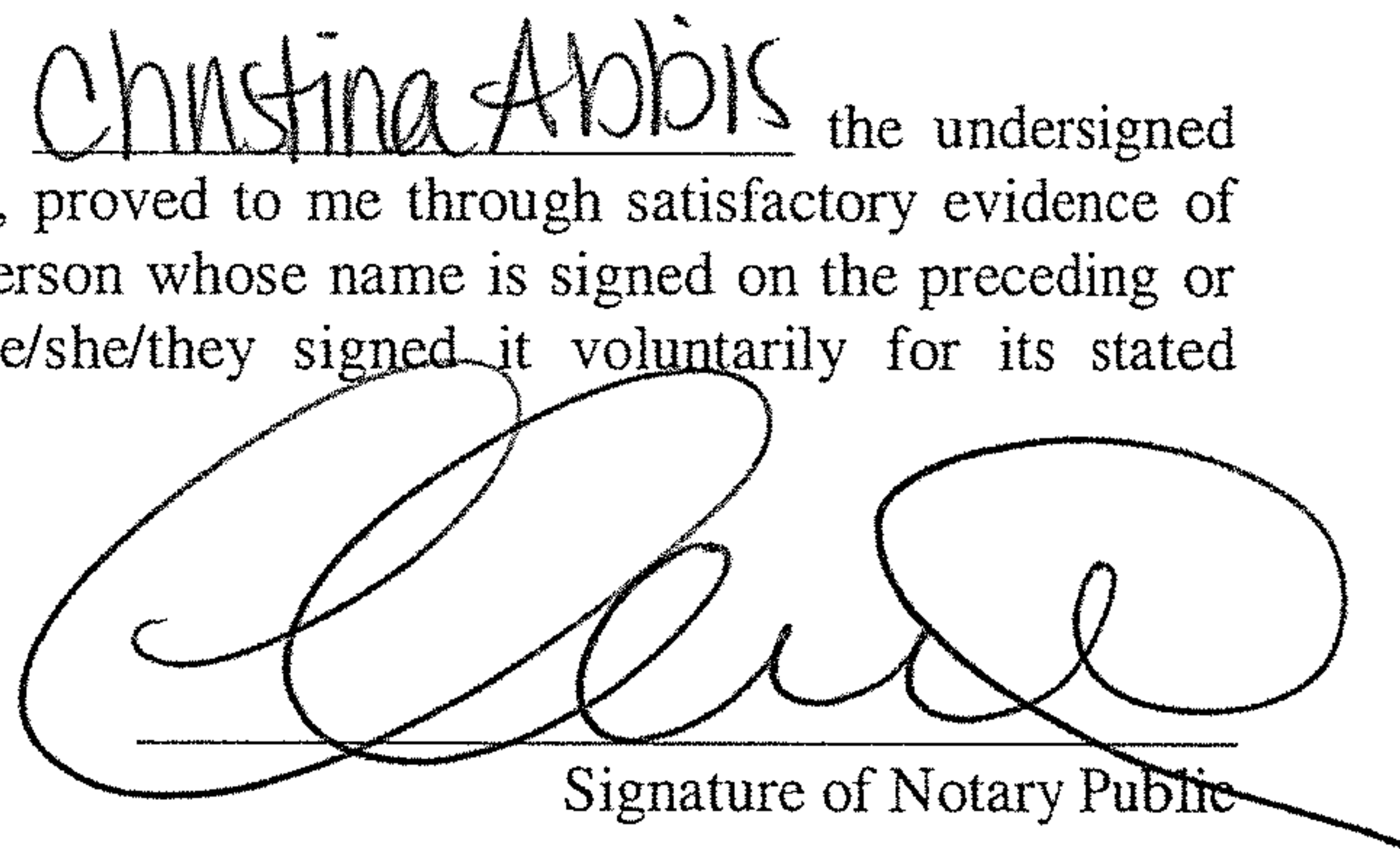
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 31 day of May, 2018, before me, Christina Abbis the undersigned Notary Public, personally appeared Richard P. Palermo, proved to me through satisfactory evidence of identity, which was/were personally known, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.).



CHRISTINA ABBIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 9, 2024


Signature of Notary Public

Printed name of Notary

Place Notary Seal and/or Stamp Above


My Commission Expires _____

[Signature Page Follows]

LENDER

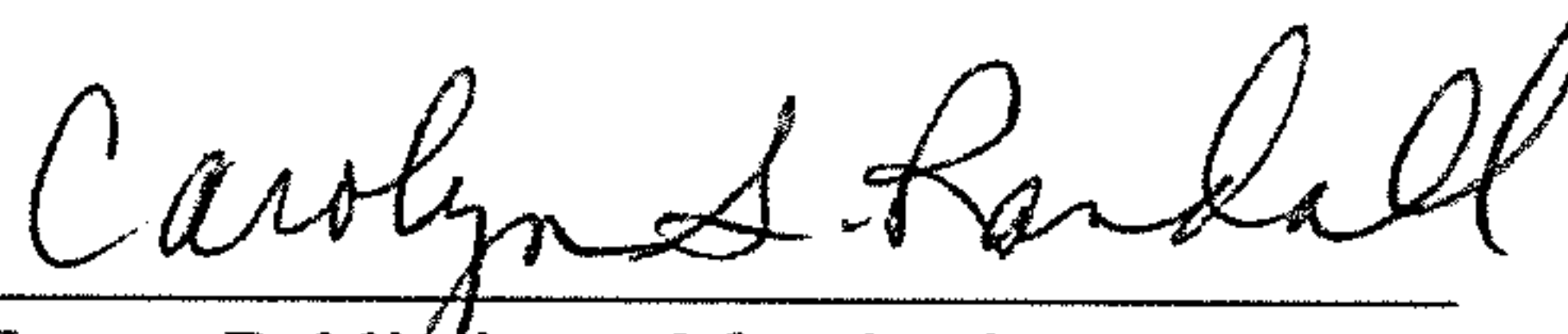
U.S. BANK NATIONAL ASSOCIATION, as Trustee,
successor in interest to Bank of America, N.A., successor
by merger to LaSalle Bank National Association, as
Trustee, for American Tower Trust I, Secured Tower
Revenue Securities

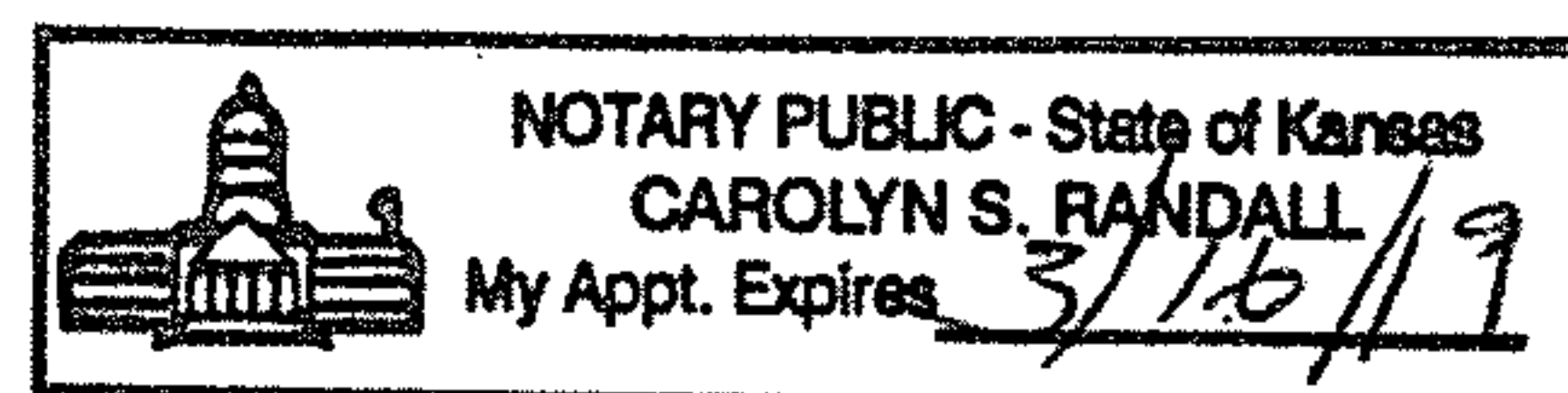
MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association, as
agent and attorney-in-fact

By: 
Name: David D. Spotts
Title: SVP

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 8th day of May, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared David D. Spotts, to me personally known, who, being by me duly sworn, did say that he/she is the SVP of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting as the agent and attorney-in-fact for U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities; a national banking association, not in its individual capacity but solely as Trustee for LaSalle Bank National Association; that said instrument was signed and sealed on behalf of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association and that the execution of said instrument to be the voluntary act and deed of said MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting in the aforesaid capacity, by it and by him/her voluntarily executed.


Notary Public in and for the State of Kansas



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EXHIBIT A

Legal Description(s)

The Legal Description(s) for the below Site(s) as specified in the subject Mortgage or Deed of Trust are attached.

Site Number	Site Name	County	State	Mortgagor	Mortgage Recording Information
00300023	Helena AL 6	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300044	Roberta	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300128	Shelby Springs	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300133	Wilsonville AL	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300211	Montevallo AL 1	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300243	Saginaw AL 2	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300244	Calera	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
00300251	Pelham AL 2	SHELBY	AL	American Tower Asset Sub	01/19/10, Inst # 20100119000016920
				Total Number of Sites:	8

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SCHEDULE A

DESCRIPTION OF THE OWNED LAND

(attached hereto)

USActive 7872676.5

SCHEDULE A

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DESCRIPTION OF THE OWNED LAND
(Shelby County, Alabama)

None.

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SCHEDULE B-1

DESCRIPTION OF THE MORTGAGED LEASE

(attached hereto)

DESCRIPTION OF THE MORTGAGED LEASE
(Shelby County, Alabama)

Tower	Title	Date	Lessor	Lessee
300023	Option and Mortgaged Lease Agreement	August 4, 1999	George Brian Hinds and wife, Tracey Jean Hinds	SpectraSite Communications, Inc.
300044	Communications Site Lease Agreement (Ground)	August 5, 1998	Terry M. Habshey, a married man	Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications
300128	Communications Site Lease Agreement (Ground)	May 30, 2000	Harvey J. Cochran and Sharon O. Cochran, as joint tenants with right of survivorship	Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications
300133	Communications Site Lease Agreement (Ground)	May 30, 2000	Benjamin Norris House, a married man	Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications
300211	Communications Site Lease Agreement (Ground)	March 2, 2000	City of Montevallo, a municipal corporation	Nextel South Corp., a Georgia corporation, d/b/a Nextel Communications
300243	Mortgaged Lease Agreement	October 6, 1995	Alabaster Water Board	Dial Call, Inc., a Delaware corporation
300244	Mortgaged Lease Agreement	May 16, 1995	Kenneth Roberson and Mary Roberson	Dial Call, Inc., a Delaware corporation
300251	Communications Site Lease Agreement (Ground)	February 27, 1997	Wayne M. Ellison and Edna L. Ellison	Dial Call, Inc., a Georgia corporation, d/b/a Nextel Communications

Tower	Title	Date	Lessor	Lessee
300046	Communications Site Lease Agreement (Ground)	March 8, 1999	T.L. Harmon, Sr. and Rosalie Harmon	Nextel South Corp., a Georgia corporation d/b/a Nextel Communications
300117	Option and Mortgaged Lease Agreement	October 28, 1999	Michael Wayne Crowe	SpectraSite Communications, Inc.
300229	Lease Agreement	March 7, 1994	Faith Henderson	Dial Call, Inc.

Lease Amendments

Alabama

Borrower: *American Tower Asset Sub, LLC*

Tower	Site Name	Amendment	Date
300244	Calera	First Amendment to the Lease	8/20/2001
Other amendments will not have a material adverse affect			

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SCHEDULE B-2

DESCRIPTION OF THE LEASED LAND

(attached hereto)

DESCRIPTION OF THE LEASED LAND
(Shelby County, Alabama)

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

Tower 300023

Tower 300044

Tower 300128

Tower 300133

Tower 300211

Tower 300243

Tower 300244

Tower 300251

SHELBY COUNTY, ALABAMA
SITE NO: 300023
SITE NAME: HELENA AL 6

All that tract or parcel of land lying in Section 21, Township 20 South, Range 3 West, of Shelby County, Alabama, which is more particularly described as follows:

To find the POINT OF BEGINNING commence at a 3" iron pipe found at the Land Lot Corner common to Land Lots 15, 16, 21 and 22.

THENCE along the Land Lot Line common to Land Lots 21 and 22, South 00 degrees 18 minutes 57 seconds East a distance of 420.48 feet to a point;

THENCE leaving said Land Lot Line, North 75 degrees 00 minutes 31 seconds West a distance of 106.88 feet to a point;

THENCE North 02 degrees 45 minutes 45 seconds East a distance of 100.00 feet to a point;

THENCE North 31 degrees 33 minutes 28 seconds East a distance of 29.97 feet to a point;

THENCE North 15 degrees 16 minutes 21 seconds West a distance of 19.57 feet to a point;

THENCE North 69 degrees 36 minutes 05 seconds West a distance of 26.41 feet to a point;

THENCE North 86 degrees 38 minutes 50 seconds West a distance of 109.24 feet to a point;

THENCE North 69 degrees 00 minutes 59 seconds West a distance of 183.76 feet to a point;

THENCE North 01 degrees 08 minutes 22 seconds East a distance of 61.98 feet to a point, said point being the TRUE POINT OF BEGINNING.

From the TRUE POINT OF BEGINNING as thus established,

THENCE North 87 degrees 58 minutes 57 seconds West a distance of 22.68 feet to an iron pin set;

THENCE North 16 degrees 47 minutes 56 seconds East a distance of 100.00 feet to an iron pin set;

THENCE South 87 degrees 58 minutes 57 seconds East a distance of 100.00 feet to an iron pin set;

THENCE South 16 degrees 47 minutes 56 seconds West a distance of 100.00 feet to an iron pin set;

THENCE North 87 degrees 58 minutes 57 seconds West a distance of 77.32 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said Tract containing 10,000 square feet.

SHELBY COUNTY, ALABAMA
SITE NO: 300044
SITE NAME: ROBERTA

ALL THAT TRACT of parcel of land lying and being in the Northwest Quarter of the Southeast Quarter of Section 6, Township 24 North, Range 13 East of Shelby County, Alabama and being more particularly described as follows:

Beginning at a 5/8 inch iron pin found at the Northwest corner of the Northwest Quarter of the Southeast quarter Section 6, Township 24 North, Range 13 East of Shelby County, Alabama, thence South 01 degree 11 minutes 08 seconds along the west line of said ¼ ¼ section a distance of 239.62 feet to a 5/8 inch iron pin on the west right-of-way of Shelby County Road No. 89 (a 80 foot right-of-way) thence northeasterly along said right-of-way following a curve to the right (said curve having a radius of 1412.73 feet, a chord bearing of North 21 degrees 59 minutes 08 seconds East and a chord distance of 261.56 feet) a distance of 261.93 feet to a 5/8 inch iron pin on the north line of said ¼ ¼ section, thence South 88 degrees 20 minutes 55 seconds West along the north line of said ¼ ¼ section a distance of 102.92 feet to a iron pin and the point of beginning.

The described property contains an area of 11,272 square feet or 0.259 acres, more or less.

SHELBY COUNTY, ALABAMA

SITE NO: 300128

SITE NAME: SHELBY SPRINGS

A parcel of land situated in the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama, and being more particularly described as follows:

Commence at a found iron pin, being the Southeast corner of the Northwest Quarter of the Northwest Quarter of Section 4, Township 22 South, Range 1 West, Shelby County, Alabama;

Thence run North $71^{\circ}-03'-00''$ West for a distance of 43.89 feet to a point;
Thence run North $59^{\circ}-34'-06''$ West for a distance of 115.14 feet to a point;
Thence run North $51^{\circ}-19'-27''$ West for a distance of 187.11 feet to a point;
Thence run North $17^{\circ}-53'-06''$ East for a distance of 123.04 feet to a point;
Thence run North $00^{\circ}-29'-50''$ East for a distance of 130.37 feet to a point;
Thence run North $16^{\circ}-22'-17''$ West for a distance of 78.72 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 49.44 feet to THE POINT OF BEGINING;

Thence run North $51^{\circ}-55'-00''$ East for a distance of 100.00 feet to a point;
Thence run South $38^{\circ}-04'-25''$ East for a distance of 100.00 feet to a point;
Thence run South $51^{\circ}-55'-00''$ West for a distance of 100.00 feet to a point;
Thence run North $38^{\circ}-04'-25''$ West for a distance of 100.00 feet to a point of Beginning.

Said lease parcel contains 0.23 acres more or less.

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SHELBY COUNTY, ALABAMA
SITE NO: 300133
SITE NAME: WILSONVILLE AL

A parcel of land situated in the Northeast Quarter of the Northwest Quarter of Section 1, Township, 21 South, Range 1 East, Shelby County, Alabama, and being more particular described as follows:

Commence at the Southwest Corner of said Quarter-Quarter; thence run North $83^{\circ}-22'-09''$ East for a distance of 665.33 feet to a point; thence run North $01^{\circ}-37'-51''$ West for a distance of 137.48 feet to the point of Beginning;

thence run North $00^{\circ}-00'-00''$ West for a distance of 100.00 feet to a point;
thence run North $90^{\circ}-00'-00''$ East for a distance of 100.00 feet to a point;
thence run South $00^{\circ}-00'-00''$ East for a distance of 100.00 feet to a point;
thence run South $90^{\circ}-00'-00''$ West for a distance of 100.00 feet to the point of Beginning.

Said lease parcel contains 0.2296 acres are more or less.

SHELBY: ALABAMA
SITE NO: 300211

BEING PART OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 NORTH,
RANGE 12 EAST, SHELBY COUNTY, ALABAMA ALSO BEING A PART OF LOTS S-5, BLOCK
L ACCORDING TO THE MAP OF SURVEY OF THE JUDGE OF PROBATE, SHELBY COUNTY,
ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY MARGIN OF
GRAHAM STREET AND THE WESTERLY RIGHT-OF-WAY MARGIN OF WALLER STREET,
SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 6 OF SAID REYNOLDS
SECTION TO SOUTH MONTEBELLO, THENCE ALONG SAID MARGIN OF WALLER STREET
NORTH 00 DEGREES 21 MINUTES 13 SECONDS EAST 50.00 FEET AND BEING THE TRUE
POINT OF BEGINNING;

THENCE FROM THE TRUE POINT OF BEGINNING NORTH 89 DEGREES 46 MINUTES 21
SECOND WEST 55.20 FEET; THENCE NORTH 02 DEGREES 49 MINUTES 13 SECOND EAST
135.01 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 56 SECONDS EAST 49.34 FEET
TO A POINT ON SAID WEST MARGIN OF WALLER STREET; THENCE ALONG OF MARGIN
SOUTH 00 DEGREES 21 MINUTES 13 SECONDS WEST 135.00 FEET TO THE TRUE POINT
OF BEGINNING.

CONTAINING 3.056 SQUARE FEET OR 0.07 ACRES, MORE OF LESS.

SHELBY COUNTY, ALABAMA
SITE NO: 300243
SITE NAME: SAGINAW AL 2

A parcel of land situated in the Northeast Quarter of Section 12, Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of the Northeast Quarter of said Section 12, thence run in a Westerly direction along the North line of said Quarter-Quarter Section for a distance of 1,263.00 feet to an iron pin found; thence turn an angle to the left of 100 degrees 53 minutes 02 seconds and run in a southeasterly direction for distance of 94.72 feet to an iron pin found; thence turn an angle to the right of 74 degrees 04 minutes 08 seconds and run in a southwesterly direction for a distance of 97.71 feet to an iron pin set, said iron pin being the point of beginning;

thence continue along last stated course for a distance of 20.08 feet to an iron pin found; thence turn an angle to the right of 94 degrees 59 minutes 06 seconds and run in a northwesterly direction for a distance of 51.74 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a northeasterly direction for a distance of 20.00 feet to an iron pin set; thence turn an angle to the right of 90 degrees 00 minutes 00 seconds and run in a southeasterly direction for a distance of 50.00 feet to the point of beginning.

Said parcel containing 1,017 square feet, more or less.

SHELBY COUNTY, ALABAMA
SITE NO: 300244
SITE NAME: CALERA

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 22, Township 22 South, Range 2 West of the Huntsville Meridian, Shelby County Alabama and being more particularly described as follows:

Commence at a 1/2" iron pin on the southerly right-of-way of Old Highway 25, said 1/2" iron pin being the Point of Beginning of the parcel herein described, said 1/2" iron pin being the Northeast corner of that certain parcel of land as described at Instrument Number 2002-00236 as recorded in the Office of the Judge of Probate, Shelby County, Alabama;

thence S54°04'07"W and along the said southerly right-of-way of Old Highway 25 a distance of 71.67 feet to a 1/2" iron pin on the said southerly right-of-way of Old Highway 25;

thence S59°03'00"E a distance of 79.93 feet to a 1/2" iron pin;

thence S65°30'28"E a distance of 30.39 feet to a 1/2" iron pin;

thence N33°12'50"E a distance of 27.74 feet to a point;

thence N27°59'14"E a distance of 38.24' to a 1/2" iron pin;

thence N61°27'25"W a distance of 81.18 feet to the Point of Beginning.

Said parcel containing 6,440 square feet, 0.15 acres, more or less.

SHELBY COUNTY, ALABAMA
SITE NO: 300251
SITE NAME: PELHAM AL 2

A parcel of land situated in the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at the Southwest corner of the Southwest Quarter of the Northeast Quarter of Section 19, Township 20 South, Range 2 West, thence run N89-32-48E along south line of said quarter-quarter section for a distance of 175.00 feet to a point, thence run N00-00-00W for a distance of 118.10 feet to a point, said point being the Point of Beginning; thence run N00-00-00W for a distance of 100 feet to a point; thence run N90-00-00E for a distance of 100 feet to a point; thence run S00-00-00E for a distance of 100 feet to a point; thence run S90-00-00W for a distance of 100 feet to a point, said point being the Point of Beginning.

Said parcel contains 0.23 acres, more or less.

STATE OF ALABAMA
MONTGOMERY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON

BEFORE THE ALABAMA DEPARTMENT OF REVENUE

2019 MAR -8 AM 11:51

In re:)
)
U.S. BANK NATIONAL)
ASSOCIATION, as trustee,)
)
Petitioner.)

STEVEN L. REED
A Proceeding Authorized
by Section 40-22-2(2) and (8),
CODE OF ALABAMA 1975

MORTGAGE TAX ORDER

Comes now U.S. Bank National Association, as trustee, a national banking association (the "**Petitioner**"), as successor-in-interest to Bank of America, National Association, successor by merger to LaSalle Bank National Association, in its capacity as Trustee, and asks the Department of Revenue to fix and determine the amount of mortgage privilege tax due pursuant to Section 40-22-2(2) and (8), CODE OF ALABAMA 1975, for the privilege of recording those certain substantially identical First Amendments to Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, dated as of March 29, 2018 (the "**First Amendments**"), made by American Tower Asset Sub, LLC, a Delaware limited liability company ("**Grantor**"), to the Petitioner, which amend and supplement those certain substantially identical mortgages dated as of May 4, 2007, each titled Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement, made by Grantor to Petitioner (as heretofore amended and as amended by the First Amendments, the "**Mortgages**"), which cover real and personal property and fixtures located both inside and outside of the State of Alabama.

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

1. That the Mortgages secures a principal indebtedness in the amount of \$1,750,000,000.00 ("**Indebtedness**").
2. That the Mortgages cover property and fixtures located both inside and outside of the State of Alabama.
3. That the value of all property and fixtures covered by the Mortgages and located both inside and outside of the State of Alabama is \$2,809,683,567.00.
4. That the value of all property and fixtures covered by the Mortgages and located inside of the State of Alabama is \$87,121,158.00, or 0.031% of the total value of all property and fixtures located both inside and outside of the State of Alabama.
5. The amount of the Indebtedness secured by the Mortgages and subject to the Alabama recording tax is \$54,250,000.00.

6. That the mortgage privilege tax to be paid, at the rate of \$.15 per each \$100, of indebtedness, or fraction thereof, upon the filing for record of the First Amendments in the Office of the Judge of Probate of Montgomery, County, Alabama is \$81,375.00.

7. That no additional recording tax will be due and payable, notwithstanding the fact that advances are made from time to time and repaid and reborrowed, so long as the aggregate principal amount of indebtedness at any one time outstanding secured by the Mortgages does not exceed \$1,750,000,000.00, and the maturity date is not extended beyond March 15, 2048.

IT IS, THEREFORE, ORDERED that the mortgage privilege tax in the amount of \$81,375.00, plus any recording fees which may be due, shall be paid to the Judge of Probate of Montgomery County, Alabama, upon the filing of the First Amendment for record in that county, 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 are located, in accordance with the percentages set forth in Exhibit A and no additional recording tax will be due and payable notwithstanding the fact that advances are made from time to time, and repaid and reborrowed, under the Indebtedness secured by the Mortgages, so long as the maximum principal amount of such indebtedness secured by the Mortgages does not exceed \$1,750,000,000.00.

IT IS FURTHER ORDERED that the Petitioner abide by the reporting requirements of Section 40-22-2(2)(b), CODE OF ALABAMA 1975, as amended, as to any additional indebtedness incurred with respect to the Indenture.

DONE this 24th day of September, 2018.

DEPARTMENT OF REVENUE

By: Joe Garrett Jr
Deputy Commissioner of Revenue

ATTEST:

Michael D. Ruck
Secretary

[Signature]
Legal Division

	<u>COUNTY</u>	<u>VALUE</u>	<u>PERCENTAGE</u>
1)	Autauga County	\$593,744.23	0.68%
2)	Baldwin County	\$16,301,573.27	18.71%
3)	Blount County	\$3,218,920.16	3.69%
4)	Butler County	\$640,418.56	0.74%
5)	Calhoun County	\$4,474,846.22	5.14%
6)	Chambers County	\$357,761.27	0.41%
7)	Chilton County	\$395,149.45	0.45%
8)	Cleburne County	\$699,224.39	0.80%
9)	Conecuh County	\$4,559,430	5.23%
10)	Cullman County	\$753,901	0.87%
11)	Dekalb County	\$355,774	0.41%
12)	Escambia County	\$2,147,579	2.47%
13)	Etowah County	\$819,131	0.94%
14)	Houston County	\$1,473,566	1.69%
15)	Jefferson County	\$6,195,682	7.11%
16)	Lee County	\$893,010	1.03%
17)	Lowndes County	\$918,738	1.05%
18)	Madison County	\$9,410,038	10.80%
19)	Marshall County	\$433,320	0.50%
20)	Mobile County	\$15,740,129	18.07%
21)	Monroe County	\$454,776	0.52%
22)	Montgomery County	\$1,657,780	1.90%
23)	Pike County	\$1,756,949	2.02%
24)	Russell County	\$456,316	0.52%
25)	Shelby County	\$4,778,046	5.48%
26)	St. Clair County	\$2,549,693	2.93%
27)	Talladega County	\$1,776,654	2.04%
28)	<u>Tuscaloosa County</u>	\$3,309,008	3.80%
	TOTALS	\$87,121,158	100.00%



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/29/2019 09:58:01 AM
\$92.00 CHERRY
20190329000100160

Allen S. Byrd