

State of Alabama

Prepared by, recording requested by,
and when recorded, please return to:
Tina Wright, Recording Clerk
SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, Florida 33487
800-487-7483 ext. 9501
Site Id: AL40470-T

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

THIS AMENDMENT TO AMENDED MORTGAGE FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED (this "**Amendment**"), dated as of July 14, 2020 is made by and between SBA MONARCH TOWERS I, LLC, a Delaware limited liability company ("**Mortgagor**"), whose address is 8051 Congress Avenue, 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, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others entered into that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Existing Loan Agreement**"), among Mortgagor, as borrower, any additional borrower or borrowers party thereto, and Mortgagee, as lender.

B. The Mortgagor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of the Mortgagee (the "**Servicer**") and the others party thereto entered into that certain Second Amended and Restated Loan and Security Agreement dated as of October 15, 2014 (as amended, the "**Amendment and Restatement**"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "**Loan Agreement**"), which among other things, amended the Existing Loan Agreement to add certain borrowers as parties thereto and to increase the amount of the loans made pursuant thereto.

C. The Mortgagor, the Servicer and the others party thereto entered into that certain Sixth Loan and Security Agreement Supplement and Amendment dated as July 14, 2020 (the "**Supplement**"), which among other things, amended the Loan Agreement to increase the amount of the loans made pursuant thereto.

DOCUMENT 2 OF 8

**THE TERM OF THE INDEBTEDNESS SECURED BY THE MORTGAGE BEING AMENDED HEREBY
IS NOT BEING EXTENDED.**

No Taxes due, as referenced in the Mortgage Tax Order, attached thereto On Document No. 1

D. 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(s), leasehold estate(s), easement estate(s) and/or other estate(s) in the real property described therein.

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 "\$5,095,100,000" are hereby deleted and the amount "\$5,316,200,000" 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 "FIVE BILLION NINETY FIVE MILLION ONE HUNDRED THOUSAND DOLLARS" or "\$5,095,100,000" are hereby deleted and the amount of "FIVE BILLION THREE HUNDRED SIXTEEN MILLION TWO HUNDRED THOUSAND DOLLARS" or "\$5,316,200,000", 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 MONARCH TOWERS I, LLC, a Delaware
limited liability company

By: _____

Name: Jill Patterson

Title: Vice President-Tax

STATE OF FLORIDA

)

) ss.:

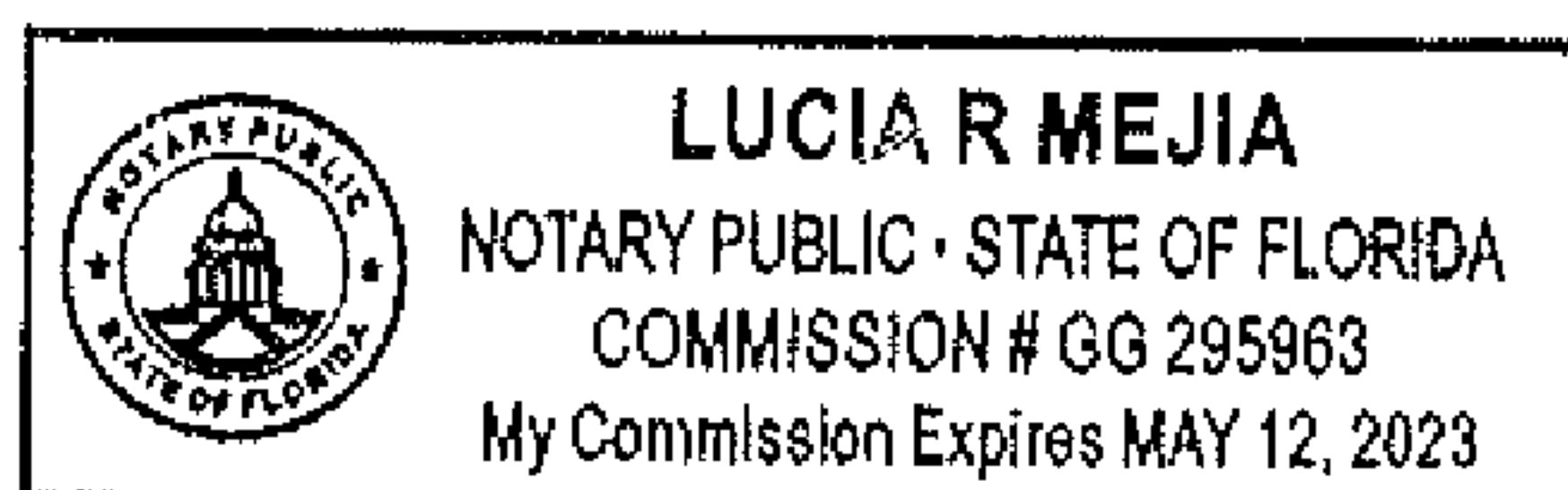
COUNTY OF PALM BEACH

)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jill Patterson, as Vice President-Tax of SBA MONARCH TOWERS I, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me by means of [☒] physical presence or [☐] online notarization, 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 14th day of July, 2020




Lucia R. Mejia
Notary Public


(SEAL)

My Commission Expires: _____

5-12-2023

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee and lender

By: 
Name: Ronaldo Reyes
Title: Vice President

By: 
Name: Katherine M. Wannenmacher
Title: Vice President

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

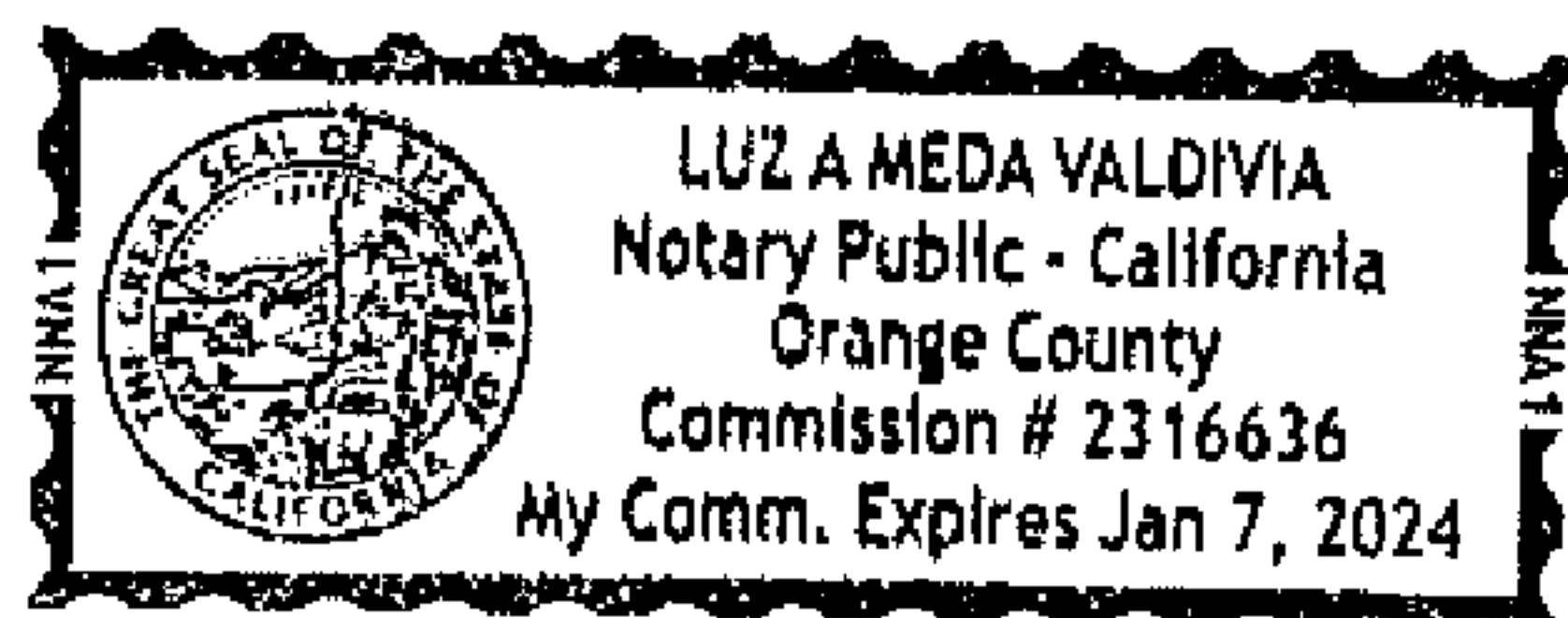
State of California

County of Orange

On October 14, 2020 before me, Luz A. Meda Valdivia, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ronaldo Reyes and Katherine M. Wannenmacher
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

*Signature of Notary Public***OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Amendment to Amended Mortgage

Document Date: 10/14/2020 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ronaldo Reyes

☒ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: Katherine M. Wannenmacher

☒ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

SCHEDULE I Security Instruments

The following Security Instruments are recorded in all public records of

County: Shelby
State: AL
Site Code: AL40470-T
Parcel ID:
Address: 9191 Hwy. 22, Calera, AL, 35040

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

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: April 18, 2013
Recording Information: 10/23/2013 Inst#20131023000418870

B. Amendment to Mortgage, Fixture Filing, and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: October 15, 2014
Recording Information: 3/3/2015 Inst#20150303000065620

C. Amendment to Mortgage, Fixture Filing, and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: October 14, 2015
Recording Information: 12/15/2015 Inst#20151215000427950

D. Amendment to Mortgage, Fixture Filing, and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: July 7, 2016
Recording Information: 9/12/16, Instr #20160912000329700

E. Amendment to Mortgage, Fixture Filing, and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: April 17, 2017
Recording Information: 6/13/2017 INST#20170613000208270

F. Amendment to Mortgage, Fixture Filing, and Assignment of Leases and Rents, as amended

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Beneficiary/Mortgagee: Deutsche Bank Trust Company Americas
Dated: September 13, 2019
Recording Information: 11-7-2019 INSTR# 20191107000413970



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/25/2021 02:29:23 PM
\$52.00 CHARITY
20210225000095610

Allen S. Bayl