

**Shelby, State of Alabama**

Prepared by, recording requested by,  
and when recorded, please return to:  
Dee Ott, Sr. Recording Administrator  
SBA Network Services, LLC  
8051 Congress Avenue  
Boca Raton, Florida 33487  
800-487-7483 Ext 9419

SBA Site ID: **AL40470**

**Section D: Original Recorded Mortgage: Inst#20131023000418870 See Schedule I (s), each represent a different property location(s)**

**Section 2: Schedule A, B-1 & B-11, states "if any", if none attached, not applicable**

**Reference Count, if needed: N/A**

**The term of the indebtedness secured by the Alabama mortgage(s) are being amended, however, the allocated value within Alabama has not been increased, as a result no Taxes are due, as recorded in Baldwin County on January 26, 2023, as Document Number E 2044202, and evidenced by the attached Tax Order, as Exhibit A.**

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 November 23, 2022 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 Tenth Loan and Security Agreement Supplement and Amendment dated as November 23, 2022 (the “**Supplement**”), which among other things, amended the Loan Agreement to increase the amount of the loans made pursuant thereto.

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 “\$7,051,900,000” are hereby deleted and the amount “\$7,273,000,000” 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 “SEVEN BILLION FIFTY ONE MILLION NINE HUNDRED THOUSAND DOLLARS” or “\$7,051,900,000” are hereby deleted and the amount of “SEVEN BILLION TWO HUNDRED SEVENTY THREE MILLION DOLLARS” or “\$7,273,000,000”, 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



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

SBA MONARCH TOWERS I, LLC


By:   
Name: Pathmal Gunawardana  
Title: Vice President

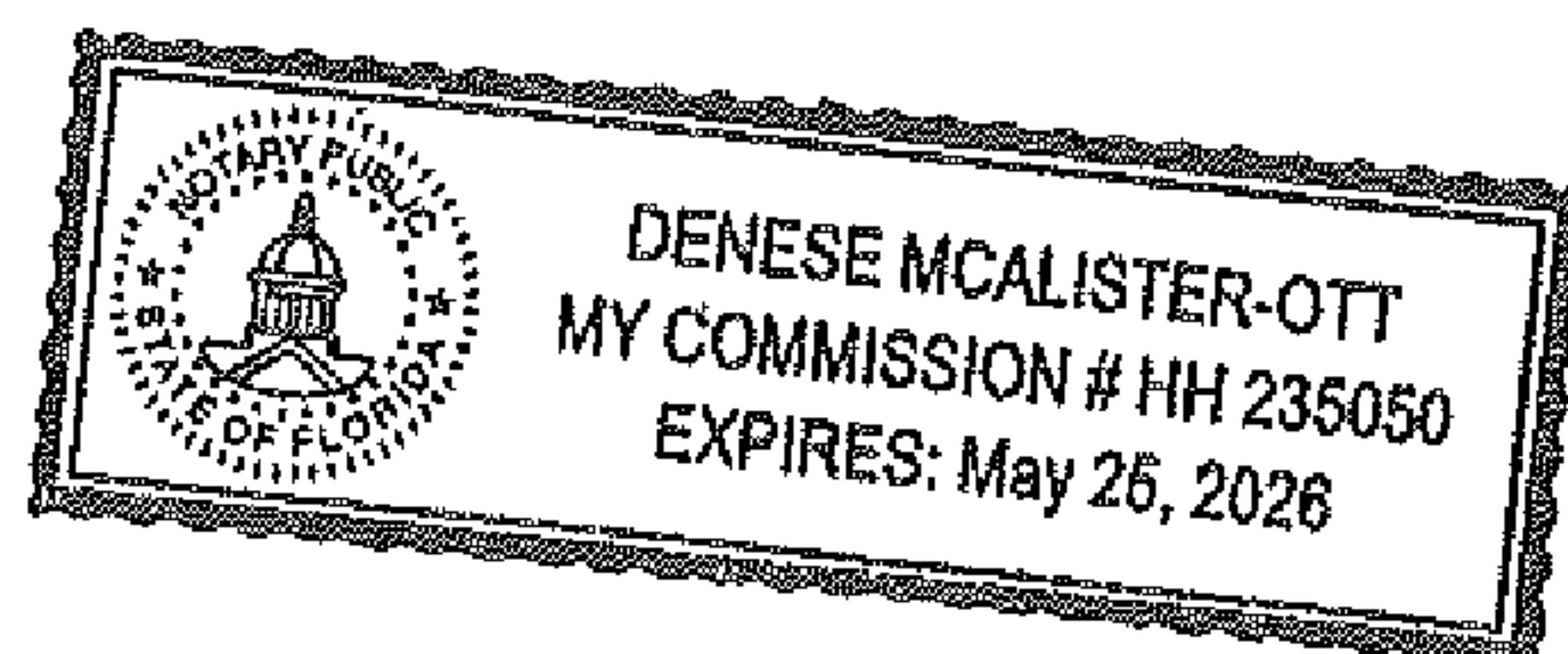
STATE OF FLORIDA )  
: ss.:  
COUNTY OF PALM BEACH )

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Pathmal Gunawardana, as Vice President 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 on this date by means of ☒ physical presence or ☐ online notarization 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 entity.

Given under my hand and seal on this the 23rd day of November, 2022

  
Name: \_\_\_\_\_  
Notary Public



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

By: SBA Depositor LLC, as agent for Deutsche Bank Trust Company Americas, Trustee for SBA Tower Trust Secured Tower Revenue Securities, under Limited Power of Attorney dated as of November 23, 2022 (and not in its corporate capacity)

By: M. Ciarfella  
Name: Mark Ciarfella  
Title: Executive Vice President

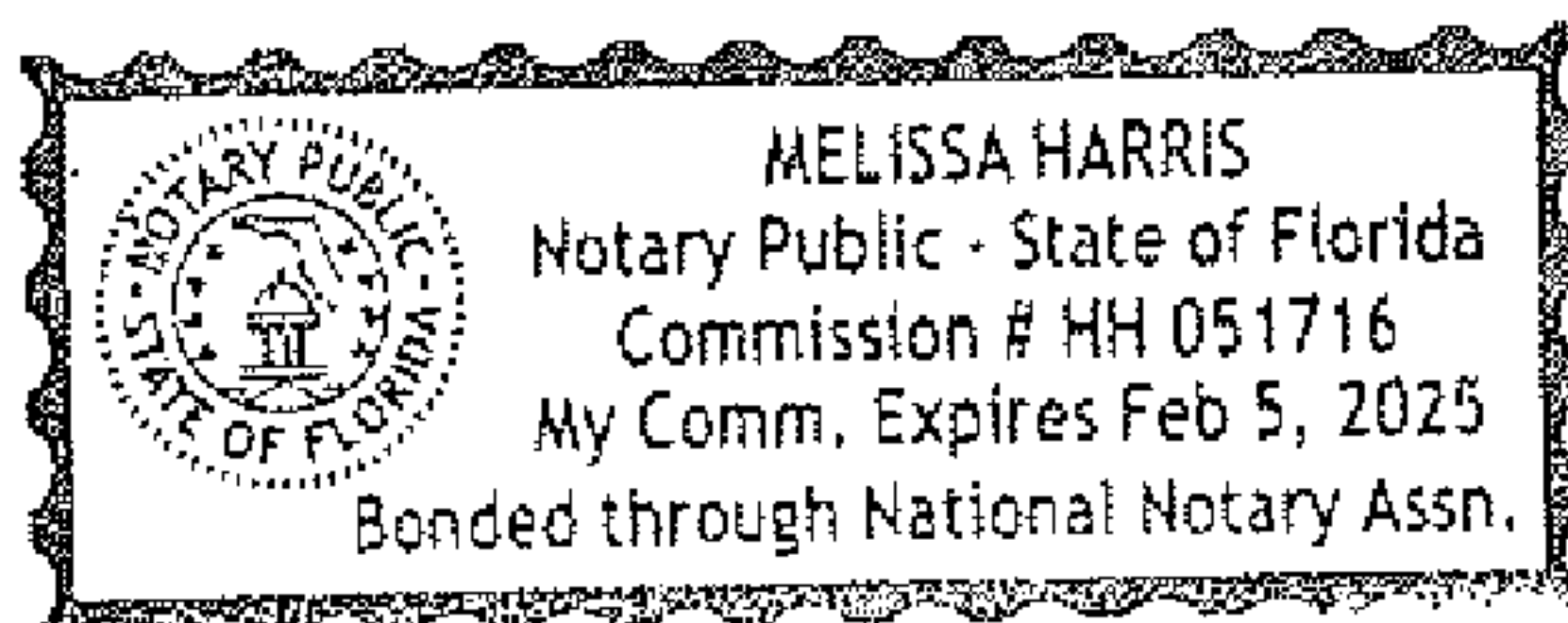
STATE OF FLORIDA )  
: SS.:  
COUNTY OF PALM BEACH )

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 23<sup>rd</sup> day of November 2022, by Mark Ciarfella, as Executive Vice President of SBA Depositor LLC, a Delaware limited liability company, as agent for Deutsche Bank Trust Company Americas, Trustee for SBA Tower Trust Secured Tower Revenue Securities, under Limited Power of Attorney dated as of November 23, 2022, on behalf of the company. He/She is personally known to me.

(AFFIXED NOTARY SEAL)

Melissa Harris  
(OFFICIAL NOTARY SIGNATURE)  
Notary Public – State of Florida



## 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:

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

G. 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 14, 2020  
Recording Information: 2-25-2021 INSTR# 20210225000095610

H. 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: May 14, 2021  
Recording Information: 10-26-2021 INSTR# 20211026000519160

I. 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 27, 2021  
Recording Information: 4/6/2022, E 20220406000141350



**EXHIBIT A**

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**BEFORE THE ALABAMA DEPARTMENT OF REVENUE**

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

**MORTGAGE TAX ORDER**

Comes now SBA Properties, Inc., and in its Petition for Ascertainment of Mortgage Tax dated November 23, 2022 (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 amendments (the "Amendments") to previously-recorded mortgages (collectively, the "Mortgages") 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 Mortgages, as amended by the Amendments, and the Security Documents will secure a maximum principal indebtedness in the amount of \$7,273,000,000.00.

2. The value of the real property and fixtures conveyed by the Mortgages and located inside the State of Alabama is \$1,901,800.00, and the value of all the real property, personal property and fixtures described in and conveyed by the Mortgages and the Security Documents in all states (including the State of Alabama) is \$7,273,000,000.00.

3. The percentage of the real property and fixtures conveyed by the Mortgages that is located inside the State of Alabama is .026149%.

4. The amount of the Indebtedness secured by the Mortgages as amended by the Amendments and subject to the Alabama mortgage recording tax is \$1,901,800.00.

5. The amount of mortgage recording tax due upon the total indebtedness secured by the Mortgages as amended by the Amendments is \$2,852.70.

6. Mortgage recording tax of \$4,034.40 was paid in 2015 upon the recording of various new mortgages and amendments to previously recorded mortgages.

7. A credit of the mortgage recording tax of \$4,034.40 paid in 2015 should be allowed against the mortgage recording tax of \$2,852.70 described in paragraph 5 above.

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8. Mortgage recording tax in the amount of \$0.00 will be due under Section 40-22-2, *Code of Alabama 1975*, as amended, upon the filing for record of the Amendments in the Alabama counties listed on Exhibit A attached hereto.

9. So long as the aggregate principal amount of the Indebtedness at any one time outstanding secured by the Mortgages as amended by the Amendments does not exceed \$7,273,000,000.00, no additional mortgage recording tax will be due.

IT IS, THEREFORE, ORDERED that mortgage recording tax in the amount of \$0.00, plus any recording fees which may be due, shall be paid upon the filing for record of the Amendments in the counties listed on Exhibit A attached hereto, and no additional mortgage recording tax will be due so long as the maximum principal amount of such indebtedness secured by the Mortgages as amended by the Amendments does not exceed \$7,273,000,000.00.

DONE, this 13<sup>th</sup> day of January, 2023.

DEPARTMENT OF REVENUE

By: Derrick Coleman  
Deputy Commissioner of Revenue

K. Elizabeth Jehle  
Legal Division: K. Elizabeth Jehle

Angela M. Mink  
as Secretary

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## EXHIBIT A

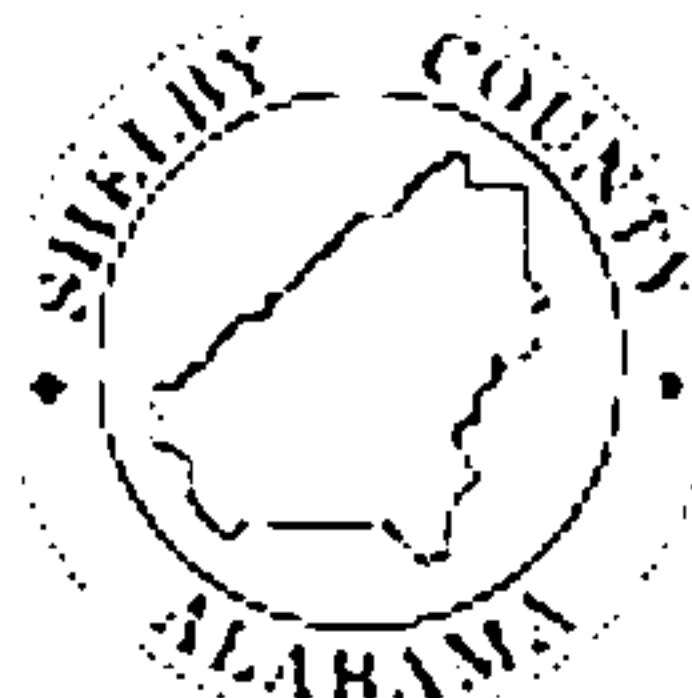
COUNTY	VALUE	PERCENTAGE
Autauga	\$ 2,000.00	0.1052%
Baldwin	\$ 39,500.00	2.0770%
Barbour/Clayton Division	\$ 2,000.00	0.1052%
Barbour/Eufaula Division	\$ 4,000.00	0.2103%
Bibb	\$ 2,000.00	0.1052%
Blount	\$ 10,000.00	0.5258%
Butler	\$ 7,000.00	0.3681%
Calhoun	\$ 72,100.00	3.7911%
Chambers	\$ 6,000.00	0.3155%
CHEROKEE	\$ 1,000.00	0.0526%
Chilton	\$ 3,000.00	0.1577%
Choctaw	\$ 1,000.00	0.0526%
Clarke	\$ 8,500.00	0.4469%
CLAY	\$ 13,700.00	0.7204%
Coffee /Enterprise	\$ 1,000.00	0.0526%
Coffee/Elba	\$ 2,000.00	0.1052%
Coffee/Elba & Enterprise	\$ 100,800.00	5.3002%
Coffee/Enterprise	\$ 4,000.00	0.2103%
COLBERT	\$ 2,000.00	0.1052%
Conecuh	\$ 2,000.00	0.1052%
Coosa	\$ 7,000.00	0.3681%
Covington	\$ 21,300.00	1.1200%
Crenshaw	\$ 98,900.00	5.2003%
Cullman	\$ 26,900.00	1.4144%
Dale	\$ 3,000.00	0.1577%
Dallas	\$ 7,000.00	0.3681%
DeKalb	\$ 3,000.00	0.1577%
Elmore	\$ 37,000.00	1.9455%
Escambia	\$ 1,000.00	0.0526%
Etowah	\$ 57,000.00	2.9972%
Fayette	\$ 2,000.00	0.1052%
Franklin	\$ 6,100.00	0.3207%
Geneva	\$ 3,000.00	0.1577%
Greene	\$ 3,000.00	0.1577%
Hale	\$ 4,000.00	0.2103%
Henry	\$ 2,000.00	0.1052%
Houston	\$ 54,800.00	2.8815%

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JACKSON	\$ 57,400.00	3.0182%
Jefferson	\$ 1,000.00	0.0526%
Jefferson/Bessemer	\$ 8,000.00	0.4207%
Jefferson/Birmingham	\$ 52,900.00	2.7816%
LAMAR	\$ 3,000.00	0.1577%
Lauderdale	\$ 27,600.00	1.4513%
Lawrence	\$ 2,000.00	0.1052%
Lee	\$ 14,000.00	0.7361%
Limestone	\$ 12,000.00	0.6310%
Lowndes	\$ 1,000.00	0.0526%
Macon	\$ 2,000.00	0.1052%
Madison	\$ 15,000.00	0.7887%
Marengo	\$ 34,000.00	1.7878%
Marion	\$ 8,200.00	0.4312%
Marshall	\$ 91,500.00	4.8112%
Mobile	\$ 104,300.00	5.4843%
Monroe	\$ 3,000.00	0.1577%
Montgomery	\$ 372,800.00	19.6025%
Morgan	\$ 7,000.00	0.3681%
Perry	\$ 3,000.00	0.1577%
Pickens	\$ 6,000.00	0.3155%
Pike	\$ 29,900.00	1.5722%
Randolph	\$ 1,000.00	0.0526%
Russell	\$ 8,000.00	0.4207%
Shelby	\$ 338,200.00	17.7832%
St. Clair	\$ 4,000.00	0.2103%
Sumter	\$ 7,000.00	0.3681%
Talladega	\$ 4,000.00	0.2103%
Tallapoosa	\$ 8,000.00	0.4207%
Tuscaloosa	\$ 28,800.00	1.5144%
Walker	\$ 20,600.00	1.0832%
Washington	\$ 1,000.00	0.0526%
Wilcox	\$ 1,000.00	0.0526%
Winston	\$ 4,000.00	0.2103%
TOTAL	\$ 1,901,800.00	100.0000%

Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 1  
 Shelby County, AL  
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 \$63.00 BRITTANI  
 20230208000032940

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*Allen S. Bayl*