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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/18/2016 02:34 PM
FEE \$32.00 Pgs: 11
DEPT REC'D FOR SBA NETWORK SERVI
CES LLC

[Utah]

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

08-025-0042
08-026-0063

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 October 14, 2015 is made by and between SBA INFRASTRUCTURE, LLC a Delaware limited liability company ("**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, the Mortgagee (as successor trustee to LaSalle Bank National Association) and others are parties to that certain Amended and Restated Loan and Security Agreement, dated as of November 18, 2005 (as amended, supplemented or otherwise modified prior to the date hereof, the "**Existing Loan Agreement**"), among Mortgagor, as borrower, any additional borrower or borrowers that become a party thereto, and Mortgagee, as lender.

B. On the date hereof, Mortgagor, Mortgagee and the other borrowers party thereto are entering into that certain Second Amended and Restated Loan and Security Agreement dated as of even date herewith (the "**Amendment and Restatement**"; the Existing Loan Agreement, as amended and restated by the Amendment and Restatement, the "**Loan Agreement**"), which among other things, amends the Existing Loan Agreement to add certain borrowers as parties thereto and increases the amount of the loans made pursuant thereto.

C. 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.

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. Schedule A of the Existing Mortgage is amended to include the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached hereto and all references wherever contained in the Existing Mortgage to "Owned Land" shall be deemed to include such parcel(s) of real property, if any. Schedule B-1 of the Existing Mortgage is amended to include the agreement(s) described on Schedule B-1 attached hereto and all references wherever contained in the Existing Mortgage to "Mortgaged Lease" shall be deemed to include such agreement(s), if any. Schedule B-2 of the Existing Mortgage is amended to include the parcel(s) of real property, if any, described on Schedule B-2 attached hereto and all references wherever contained in the Existing Mortgage to "Leased Land" in the Existing Mortgage shall be deemed to include such parcel(s) of real property, if any. By making, executing and delivering this instrument, Mortgagor specifically intends that merger of title shall not occur with respect to any estate held by Mortgagor in the parcels of real property, whether fee simple or under the Mortgaged Lease or otherwise, and that each interest shall remain separate and distinct notwithstanding the making, execution and delivery of this instrument.

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 Existing Loan Agreement has been amended pursuant to the Amendment and Restatement. Whenever referred to in the Existing Mortgage, "Loan Agreement" shall mean the Existing Loan Agreement referred to in the Mortgage, as amended and restated by the Amendment and Restatement, 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.

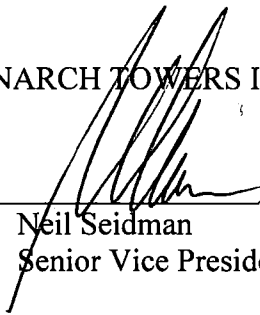
9. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

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.

[SIGNATURE PAGE FOLLOWS]

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: Neil Seidman
Title: Senior Vice President

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

On this 14th day of October, 2015, before me, personally appeared Neil Seidman to me personally known, who being by me duly sworn did say that he is the Senior Vice President of SBA Monarch Towers I, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said company by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said company and that said company has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Palm Beach County the day and year last above written.

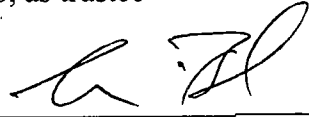

Printed Name: _____
Notary Public in and for said State
Commissioned in _____ County

(SEAL)

My Commission Expires:



DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee


By: 

Name:

Title:

LOUIS BODI
VICE PRESIDENT

DEUTSCHE BANK TRUST COMPANY
AMERICAS, as trustee

By: 

Name:

Title:

WILLIAM SCHWERDTMAN
ASSOCIATE

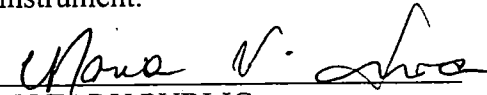
UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF KINGS COUNTY)

On the 14th day of October in the year 2015 before me, the undersigned, personally appeared **Louis Bodi, Vice President and William Schwerdtman, Associate** 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

My Commission Expires: _____



SCHEDULE I
Security Instruments

The following Security Instruments are recorded in all public records of

County: Davis
State: UT
Site Code: UT42018-T

A. Mortgage/Deed of Trust, Fixture Filing and Assignment of Leases and Rents

Grantor/Trustor/Mortgagor: SBA Monarch Towers I, LLC
Grantee/Trustee/Mortgagee: Deutsche Bank Trust Company Americas
Dated: April 18, 2013
Recording Information: 10/1/2013 e#2769408 bk#5864 pg:479-506

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Easement

Easement Agreement (“Agreement”) dated December 2, 2014, by and between Burton Lane Storage, L.C., a Utah limited liability company, as grantor, and SBA Monarch Towers I, LLC, a Delaware limited liability company, as grantee, and recorded in the Davis County Land Records, State of Utah, on December 5, 2014, as Entry Number 2837375, in Book 6158, Pages 720-739, as may have been, or may hereafter be assigned or amended.

Schedule B-2

Easement Interest

Exclusive Easement

EXCLUSIVE EASEMENT AREA (AS SURVEYED)

Situated in the City of Kaysville, County of Davis and State of Utah. Known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 1,597 square foot Exclusive Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North 32°22'30" East a distance of 363.90 feet to the Point of Beginning of the parcel herein described;

Thence South 80°12'21" West a distance of 16.04 feet to a point;
Thence North 18°48'05" West a distance of 36.37 feet to a point;
Thence North 71°58'05" East a distance of 42.87 feet to a point;
Thence South 17°40'43" East a distance of 36.56 feet to a point;
Thence South 67°23'17" West a distance of 26.37 feet to the Point of Beginning and containing 0.037 acres (1,597 square feet) of land, more or less.

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Access and Utility Easement

NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the City of Kaysville, County of Davis and State of Utah. Known as being part of Section 10, Township 3 North, Range 1 West, Salt Lake Base and Meridian being a 7,154 square foot Non-Exclusive Access & Utility Easement Area over and upon a parcel of land now or formerly conveyed to Burton Lane Storage, L.C., as recorded in Deed Book 4031, Page 357 of Davis county records and being more particularly described as follows:

Commencing 3" Brass Disc Monument found at the center of said Section 10;
Thence North $32^{\circ}22'30''$ East a distance of 363.90 feet to a point;
Thence North $67^{\circ}23'17''$ East a distance of 26.37 feet to a point;
Thence North $17^{\circ}40'43''$ West a distance of 16.65 feet to the Point of Beginning of the parcel herein described;

Thence continuing North $17^{\circ}40'43''$ West a distance of 20.01 feet to a point;
Thence North $71^{\circ}17'30''$ East a distance of 59.31 feet to a point;
Thence North $18^{\circ}19'41''$ West a distance of 64.03 feet to a point;
Thence South $71^{\circ}36'23''$ West a distance of 100.51 feet to a point;
Thence South $66^{\circ}12'37''$ West a distance of 92.74 feet to a point on the easterly right-of-way line of West Burton Lane;
Thence, along said right-of-way line on the arc of a curve to the left, said curve having an arc length of 20.01 feet, a radius of 336.48 feet, a delta angle of $3^{\circ}24'25''$ and a chord bearing North $24^{\circ}57'41''$ West, a chord distance of 20.00 feet;
Thence departing said right-of-way line, North $66^{\circ}12'58''$ East a distance of 94.19 feet to a point;
Thence North $71^{\circ}36'23''$ East a distance of 121.37 feet to a point;
Thence South $18^{\circ}19'41''$ East a distance of 103.92 feet to a point;
Thence South $71^{\circ}17'30''$ West a distance of 79.54 feet to the Point of Beginning and containing 0.164 acres (7,154 square feet) of land, more or less.