

EUREKA COUNTY, NV

2020-240376

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04/27/2020 09:00 AM

SBA COMMUNICATIONS - LEGAL

LISA HOEHNE, CLERK RECORDER

Nevada

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

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

THIS AMENDMENT TO DEED OF TRUST, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, AS AMENDED (this "**Amendment**"), dated as of September 13, 2019 is made by and between SBA MONARCH TOWERS I, LLC, a Delaware limited liability company ("**Grantor**"), whose address is c/o SBA Telecommunications, LLC, 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, "**Beneficiary**", 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. Grantor, Beneficiary (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 Grantor, as borrower, any additional borrower or borrowers party thereto, and Beneficiary, as lender.

B. Grantor, Midland Loan Services, a division of PNC Bank, as servicer on behalf of Beneficiary (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. Grantor, the Servicer and the others party thereto entered into that certain Fifth Loan and Security Agreement Supplement and Amendment dated as September 13, 2019 (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, Grantor's obligations under the Loan Agreement, Beneficiary is the holder of the Deed of Trust more particularly described on Schedule I attached hereto (as amended as described on Schedule I, the "**Existing Deed of Trust**") 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 Deed of Trust, Grantor acquired one or more additional estates in the real property described in the Existing Deed of Trust.

F. Grantor and Beneficiary now desire to (i) amend the Existing Deed of Trust as hereinafter set forth, (ii) acknowledge and confirm that the Existing Deed of Trust remains in full force and effect, except only to the extent expressly modified by this Amendment, and (iii) acknowledge that Grantor's obligations and the Liens and security interests created under the Existing Deed of Trust 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 Deed of Trust, as applicable.

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Beneficiary agree as follows:

1. Section 30 of the Deed of Trust is hereby amended by deleting such Section in its entirety and inserting the following in lieu thereof:

30. Additional Notes and Loan Agreement Supplements. This Deed of Trust secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement which reflects that Borrower and other Borrowers and the Lender reasonably contemplate entering into Loan Agreement Supplements, the issuance of new and additional Notes, and the making of additional Loans pursuant thereto. This Deed of Trust shall secure not only the original indebtedness but also the additional Loans and Future Advances (as defined by NRS 106.320) evidenced by such Loan Agreement Supplements and such new Notes, whether any of the foregoing are obligatory or are to be made at the option of the Lender or otherwise, to the same extent and with the same priority of lien, to the extent permitted by law, as if such future Loan advances had been made at the time this Deed of Trust is recorded. The total amount of indebtedness secured by this Deed of Trust may increase or decrease from time to time, but the amount so secured at any one time shall not exceed the maximum principal amount of \$7,642,650,000 plus interest thereon at the rate provided in the Loan Agreement, and plus any disbursements made by the Beneficiary to protect the security of this Deed of Trust. This Deed of Trust shall constitute an Instrument (as defined in NRS 106.320) which secures Future Advances (in the maximum principal amount referred to above) and which is governed by NRS 106.300 through NRS 106.400.

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

3. All references in the Existing Deed of Trust to the defined term "Deed of Trust" shall be deemed to mean and refer to the Existing Deed of Trust 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 Deed of Trust, "Loan Agreement" shall mean the Loan Agreement referred to in the Deed of Trust, as amended by the Supplement, and as the same may be further amended, restated, replaced, substituted, supplemented or otherwise modified from time to time.

4. Grantor and Beneficiary 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 Grantor and Beneficiary hereby ratify, confirm and agree that the Loan Documents to which Grantor is a party and all liens, security interests, assignments, powers, indemnities, waivers and other rights created for Beneficiary's benefit thereunder, including, without limitation, the lien created by the Existing Deed of Trust, 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.

5. Grantor and Beneficiary acknowledge and agree that the execution and/or acceptance of this Amendment by Beneficiary shall not be deemed or construed as a (a) novation or an accord and satisfaction of any of Grantor's or Beneficiary's duties, obligations and liabilities contained in the Loan Documents; (b) waiver, modification, restriction or limitation of any and all of Grantor's and Beneficiary'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 Beneficiary shall be under no obligation, express or implied, to grant Grantor any future or further modification, renewal, extension and/or amendment to the Existing Deed of Trust, as amended hereby or any or all of the other Loan Documents, except as provided therein.

6. 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.

7. 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.

8. 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.

9. 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.

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

11. 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.

(Signatures commence on the following page.)

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

SBA MONARCH TOWERS I, LLC

By: EdR  
Name: Ed Roach  
Title: Vice President, Associate General Counsel-Com

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

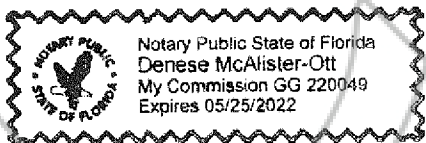
STATE OF FLORIDA           §  
  §  
COUNTY OF PALM BEACH   §

I, Denese McAlister-Ott, a Notary Public of Palm Beach County, State of Florida, certify that Ed Roach personally came before me this day and acknowledged that s/he is the Vice President, Associate General Counsel-Com of SBA MONARCH TOWERS I, LLC, a Delaware limited liability company, and that he, in such capacity and being authorized to do so, executed the foregoing on behalf of said limited liability company.

Witness my hand and official seal, this 13 day of September 2019.

Denese McAlister-Ott, Notary Public

Notary Seal



Denese McAlister-Ott  
(Printed Name of Notary)

Commission Expires: \_\_\_\_\_

DEUTSCHE BANK TRUST COMPANY  
AMERICAS, as trustee and lender

By: [Signature]  
Name: Louis Bodi  
Title: Vice President

By: [Signature]  
Name: William Schwerdtman  
Title: Associate

UNIFORM FORM CERTIFICATE OF ACKNOWLEDGMENT

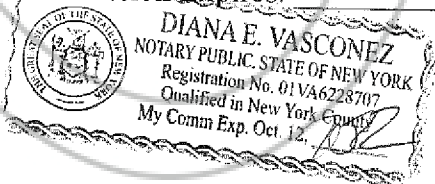
State of New York )  
County of New York ) ss.:

On the 13 day of September in the year 2019 before me, the undersigned, personally appeared Louis Bodi, as Vice President and William Schwerdtman, as Associate of Deutsche Bank Trust Company Americas, a National Banking Association, 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.

[Signature]  
NOTARY PUBLIC

[NOTARY SEAL]/ [NOTARY STAMP]

My Commission Expires: \_\_\_\_\_



SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: Eureka  
State: NV  
Site Code: NV41497-T  
PARCEL ID: 04-290-08  
Address: 450 Mary's Mountain Road (County Road G236A), Beowawe, NV, 89821

A. Deed of Trust, 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: 9/3/2013 doc#0224825 bk#554 pg:0323