

MS  
INDEXING INSTRUCTIONS  
7 SE, S7, T4S, R7W;  
Lot 13 Craft Rd, B-31P345

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

2/29/12 1:24:10  
DK P BK 150 PG 109  
DESOTO COUNTY, MS  
W-E. DAVIS, CH CLERK

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST  
FIXTURE FILING, AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment"),  
dated as of November 6, 2006 is made by and between SBA PROPERTIES, INC., a Florida  
corporation ("Grantor"), whose address is 5900 Broken Sound Parkway, Boca Raton, Florida  
33487, and LASALLE BANK NATIONAL ASSOCIATION, 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 135 S. LaSalle, Suite 1640, Chicago, Illinois  
60603.

PRELIMINARY STATEMENT

A. The Grantor, the Beneficiary and others are parties to that certain Amended and  
Restated Loan and Security Agreement, dated as of November 18, 2005 (the "Loan  
Agreement"), among Grantor, as borrower, any additional borrower or borrowers that become a  
party thereto, and Beneficiary, as lender.

B. 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 deeds of trust more particularly described on Schedule I attached  
hereto (the "Existing Deeds of Trust") which encumber the fee simple estate, leasehold estate,  
easement estate or other estate in the real property described therein.

C. On the date hereof, Grantor, Beneficiary and the other borrowers party thereto are  
entering into that certain First Loan and Security Agreement Supplement dated as of November  
18, 2005 and that certain Second Loan and Security Agreement Supplement and Amendment  
dated as of even date herewith (collectively the "Supplements"), which among other things,  
amends the Loan Agreement to add certain borrowers as parties thereto and which increases the  
amount of the loans made pursuant thereto.

D. Grantor and Beneficiary now desire to (i) amend the Existing Deeds of Trust as  
hereinafter set forth, (ii) acknowledge and confirm that the Existing Deeds of Trust remain 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 Deeds 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 Deeds of Trust, as applicable.

#### AGREEMENT

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. All references wherever contained in the Existing Mortgages to Loans in the original amount of "\$405,000,000" are hereby deleted and the amount "\$1,555,000,000" is substituted therefor. All references wherever contained in the Existing Mortgages 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 "FOUR HUNDRED AND FIVE MILLION" or "\$405,000,000" are hereby deleted and the amount of "ONE BILLION FIVE HUNDRED FIFTY FIVE MILLION" or "\$1,555,000,000", as the case may be, are substituted therefor.
2. All references in the Existing Deeds of Trust to the defined term "Deed of Trust" shall be deemed to mean and refer to the Existing Deeds 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.
3. The parties hereby give notice that the Loan Agreement has been amended pursuant to the Supplements. Whenever referred to in the Deeds of Trust, "Loan Agreement" shall mean the Loan Agreement referred to in the Deeds of Trust, as amended by the Supplements, 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 Deeds 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 Deeds 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.

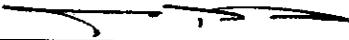
10. This Amendment shall be governed by and construed in accordance with the laws of the State or Commonwealth in which the Premises are located.

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.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

This Amendment has been duly executed by the parties hereto as of the date first set forth above with actual execution on the date in the acknowledgment below.

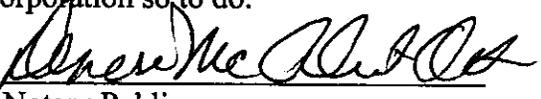
SBA PROPERTIES, INC.

By:   
Name: Thomas P. Hunt  
Title: Senior Vice President and General  
Counsel

STATE OF FLORIDA

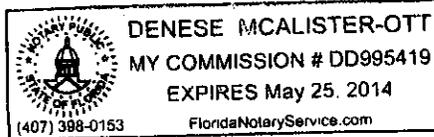
COUNTY OF PALM BEACH

Personally appeared before me, the undersigned authority in and for the said county and state, on this 1<sup>st</sup> day of April 2010, within my jurisdiction, the within named Thomas P. Hunt, duly identified before me, who acknowledged that he is Senior Vice President and General Counsel of SBA PROPERTIES, INC., a Florida corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

  
Notary Public

My Commission Expires:

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Deutsche Bank Trust Company Americas, successor to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee (and not in its corporate capacity)

By: Midland Loan Services, a division of PNC Bank, N.A., as Servicer for Deutsche Bank Trust Company Americas, as Trustee (and not in its corporate capacity)

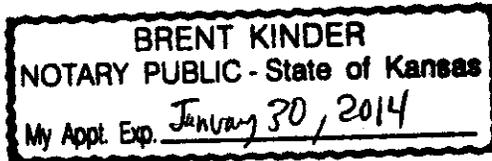
By: Lawrence D. Ashley  
Name: Lawrence D. Ashley  
Title: Senior Vice President

STATE OF KANSAS            )  
  ) ss  
COUNTY OF JOHNSON    )

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of January, 2012, by Lawrence D. Ashley, Senior Vice President of Midland Loan Services, a division of PNC Bank, N.A., as Servicer for Deutsche Bank Trust Company Americas, as Trustee (and not in its corporate capacity), on behalf of said company/bank.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal.

Brent Kinder  
Notary Public



SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: Desoto  
State: MS  
Site Code: MS05102-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Deed of Trust/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Deed of Trust/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: August 15, 2005  
Recording Date: 8/26/2005  
Document Number:  
+ Book: 2292  
Page: 388

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.  
Assignee: SBA CMBS-1 DEPOSITOR LLC  
Dated: November 18, 2005  
RECORDED IMMEDIATELY PRIOR HERETO  
Recording Date:  
Recording Information:

C. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC  
Assignee: LASALLE BANK NATIONAL ASSOCIATION  
Dated: November 18, 2005  
Recording Date: 07/31/06  
Recording Information: Bk 115, Pg 182

Schedule ALeasehold Interest

## LEASE PARCEL

Being a portion of land for lease purposes contained entirely within the John H. Miller, Jr. property as recorded in Deed Book 148, Page 672 at the DeSoto County Register's Office, City of Hernando, State of Mississippi, said portion of land being located entirely within the southeast ¼ of the southeast ¼ of Section 7, Township 4 South, Range 7 West, DeSoto County, Mississippi and being more particularly described by metes and bounds as follows:

Commencing at the southeast corner of Section 7, Township 4 South, Range 7 West, DeSoto County, Mississippi, said corner being represented by a found 48" Oak tree w/ 4 blaze marks (one in each quadrant, painted orange), thence along the south line of said Section 7, South 89 degrees 19 minutes 04 seconds West a distance of 1208.90' to a point; thence departing from and perpendicular to, said south line of Section 7, North 00 degrees 40 minutes 56 seconds West a distance of 807.98' to a point (set Iron pin), said point being the TRUE POINT OF BEGINNING; thence North 83 degrees 12 minutes 07 seconds West a distance of 75.00' to a point (set Iron pin); thence North 06 degrees 47 minutes 53 seconds East a distance of 75.00' to a point (set iron pin); thence South 83 degrees 12 minutes 07 seconds East a distance of 75.00' to a point (set iron pin); thence South 06 degrees 47 minutes 53 seconds West a distance of 75.00' to the TRUE POINT OF BEGINNING.

Containing 6,625 square feet or 0.129 Acres, more or less.

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## INGRESS/EGRESS EASEMENT

Being a 12.00' wide strip of land for Ingress/Egress purposes generally following an existing private dirt road contained entirely within the John H. Miller, Jr. property as recorded in Deed Book 149, Page 672 at the DeSoto County Register's Office, City of Hernando, State of Mississippi, said strip of land being located entirely within portions of the southeast 1/4 of the southeast 1/4, the northeast 1/4 of the southeast 1/4, the southeast 1/4 of the northeast 1/4 of Section 7, and portions of the northwest 1/4 of the southwest 1/4, southwest 1/4 of the southwest 1/4 of Section 8, Township 4 South, Range 7 West, DeSoto County, Mississippi, the centerline of said 12.00' wide strip of land (6.00' each side of said centerline) being more particularly described by metes and bounds as follows:

Commencing at the centerline intersection of Love Road with the Illinois Central Railroad; thence in a westerly direction along the centerline of said Love Road for approximately 421.5' to the TRUE POINT OF BEGINNING; thence South 28 degrees 49 minutes 30 seconds East a distance of 398.04' to a point of curvature; thence in a southeasterly direction along the arc of a curve to the left having a radius of 1500.00' (Long Chord = South 30 degrees 14 minutes 08 seconds East, 178.46') an arc distance of 178.58' to a point; thence South 33 degrees 38 minutes 47 seconds East a distance of 291.22' to a point of curvature; thence in a southeasterly direction along the arc of a curve to the right having a radius of 500.00' (Long Chord = South 22 degrees 08 minutes 12 seconds East, 199.53') an arc distance of 200.88' to a point; thence South 10 degrees 37 minutes 38 seconds East a distance of 130.57' to a point; thence South 11 degrees 18 minutes 35 seconds East a distance of 132.48' to a point; thence South 11 degrees 05 minutes 03 seconds East a distance of 128.52' to a point; thence South 15 degrees 20 minutes 56 seconds East a distance of 137.05' to a point; thence South 15 degrees 08 minutes 17 seconds East a distance of 107.86' to a point; thence South 16 degrees 11 minutes 22 seconds East a distance of 103.95' to a point; thence South 18 degrees 44 minutes 34 seconds East a

distance of 172.28' to a point; thence South 19 degrees 57 minutes 02 seconds East a distance of 193.07' to a point; thence South 20 degrees 40 minutes 38 seconds East a distance of 269.42' to a point; thence South 22 degrees 51 minutes 49 seconds East a distance of 234.14' to a point of curvature; thence, in a southwesterly direction along the arc of a curve to the right having a radius of 100.00' (Long Chord = South 23 degrees 44 minutes 46 seconds West, 145.34') an arc distance of 162.70' to a point; thence South 70 degrees 21 minutes 21 seconds West a distance of 83.99' to a point; thence South 77 degrees 22 minutes 26 seconds West a distance of 162.75' to a point; thence South 89 degrees 52 minutes 16 seconds West a distance of 58.40' to a point; thence South 62 degrees 01 minutes 13 seconds West a distance of 131.22' to a point; thence South 35 degrees 02 minutes 20 seconds West a distance of 124.75' to a point of curvature; thence in a southwesterly direction along the arc of a curve to the right having a radius of 100.00' (Long Chord = South 65 degrees 20 minutes 31 seconds West, 100.91') an arc distance of 105.78' to a point; thence North 84 degrees 21 minutes 18 seconds West a distance of 225.52' to a point; thence North 78 degrees 45 minutes 05 seconds West a distance of 145.86' to a point; thence South 84 degrees 22 minutes 21 seconds West a distance of 92.92' to a point; thence North 83 degrees 12 minutes 18 seconds West a distance of 169.20' to a point; thence North 86 degrees 18 minutes 41 seconds West a distance of 200.99' to a point; thence South 03 degrees 41 minutes 19 seconds West a distance of 8.13'.

Said 12.00' wide ingress/egress easement (whose centerline was described above) containing 52,179 square feet or 1.198 Acres, more or less.

SCHEDULE I  
Security Instruments

The following Security Instruments are recorded in all public records of

County: DeSoto  
State: MS  
Site Code: MS05104-A

A. Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Deed of Trust/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Deed of Trust/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: 6/30/03  
Recording Date: 3/11/2004  
Document Number:  
Book: 1936  
Page: 285

B. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor/Mortgagor/Trustor/Grantor: General Electric Capital Corporation  
Assignee/Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004 unrecorded

C. Amendment of Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor/Trustor/Grantor: SBA Properties, Inc.  
Mortgagee/Beneficiary/Grantee/Lender: Lehman Commercial Paper, Inc.  
Dated: January 30, 2004 unrecorded

D. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: LEHMAN COMMERCIAL PAPER INC.

Assignee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information:

E. Amendment to Mortgage/Deed of Trust/Deed to Secure Debt

Mortgagor: SBA PROPERTIES INC.

Mortgagee: SBA CMBS-1 DEPOSITOR LLC

Dated: November 18, 2005

RECORDED IMMEDIATELY PRIOR HERETO

Recording Date:

Recording Information:

F. Assignment of Mortgage/Deed of Trust/Deed to Secure Debt

Assignor: SBA CMBS-1 DEPOSITOR LLC

Assignee: LASALLE BANK NATIONAL ASSOCIATION

Dated: November 18, 2005

Recording Date: 07/31/06

Recording Information: Bk 115, Pg 182

Schedule B-2Leasehold Interest

**LOT 13, CRAFT ROAD COMMERCIAL PLAZA SUBDIVISION, IN SECTION 29, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTA COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 31, PAGE 45, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTA COUNTY, MISSISSIPPI.**

**The Real Property or its address is commonly known as 7380 CRAFT GOODMAN ROAD, OLIVE BRANCH, MS 38654.**

Being a portion of land for lease purposes contained entirely within Lot 13 of the Craft Road Commercial Plaza Subdivision as recorded in Plat Book 31, Page 45 of the DeSoto County Chancery Clerk's Office City of Hernando, DeSoto County, State of Mississippi being more particularly described by metes and bounds as follows:

Commencing at a point being the southwest corner of Lot 12 of said Craft Road Commercial Plaza Subdivision, said point also being the northwest corner of said Lot 13; thence along the east right of way line of Craft-Goodman Frontage Road (70' R.O.W., 35' from centerline) and the west property line of said Lot 13, South 32 degrees 19 minutes 13 seconds East a distance of 65.88' to a point; thence departing from and perpendicular to said east right of way line of Craft-Goodman Frontage Road and said west property line of Lot 13, North 57 degrees 40 minutes 47 seconds East a distance of 25.59' to a point; thence South 72 degrees 22 minutes 11 seconds East a distance of 87.94' to a point; thence along a line being parallel with and 26.00' north of the south property line of said Lot 13, North 62 degrees 37 minutes 49 seconds East a distance of 357.39' to the TRUE POINT OF BEGINNING; thence along a line being parallel with and 51.00' west of the east property line of said Lot 13, North 27 degrees 22 minutes 11 seconds West a distance of 25.00' to a point; thence along a line being parallel with and 51.00' north of said south property line of Lot 13, North 62 degrees 37 minutes 49 seconds East a distance of 50.00' to a point, said point being 1.00' west of said east property line of Lot 13; thence along a line being parallel with and 1.00' west of said east property line of Lot 13, South 27 degrees 22 minutes 11 seconds East a distance of 50.00' to a point; said point being 1.00' north of said south property line of Lot 13; thence along a line being parallel with and 1.00' north of said south property line of Lot 13, South 62 degrees 37 minutes 49 seconds West a distance of 50.00' to a point; thence along a line being parallel with and 51.00' west of said east property line of Lot 13, North 27 degrees 22 minutes 11 seconds West a distance of 25.00' to the TRUE POINT OF BEGINNING.

Containing 2,500 square feet or 0.057 Acres, more or less.

MS05104-A/H&H Freight