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Klamath County, Oregon

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**MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

APN: _____

STATE OF: OREGON

COUNTY OF: KLAMATH

Document Date: December 17, 2012

GRANTOR: LD Acquisition Company 9 LLC
Address: c/o Landmark Dividend LLC, P.O. Box 3429
El Segundo, California 90245

GRANTEE: Bank of America, N.A.
Address: 700 Louisiana, 7th Floor
Houston, Texas 77002

Legal Description: Attached as Exhibit A.

Recording requested by:
Bank of America, N.A.
700 Louisiana, 7th Floor
Houston, Texas 77002

RECEIVED AUG 02 2013

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, Virginia 23226

**MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

STATE OF OREGON §
 §
COUNTY OF KLAMATH §

This **MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING** (this "Modification") is made and entered into effective as of the 17th day of December, 2012 (the "Effective Date"), by and between **LD ACQUISITION COMPANY 9 LLC**, a Delaware limited liability company ("Grantor"), whose address is P.O. Box 3429, El Segundo, California 90245, and whose organizational number is 5070488, and **BANK OF AMERICA, N.A.**, a national banking association, as Administrative Agent ("Administrative Agent"), whose address is 700 Louisiana, 7th Floor, Houston, Texas 77002.

RECITALS

WHEREAS, Administrative Agent, Borrowers (as defined therein), and Lenders (as defined therein) are parties to that certain Credit Agreement dated June 21, 2012 (as it may be amended, restated or modified from time to time, the "Credit Agreement"), pursuant to which Borrowers executed and delivered those certain promissory notes (as they may have been renewed, extended, increased or rearranged, the "Notes") dated of even date with the Credit Agreement and as more particularly described therein, each payable to the order of a Lender, which Notes are secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("Security Instrument") dated December 17, 2012, executed by Grantor to Fidelity National Title Company of Oregon, as Trustee, for the benefit of Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties (as defined in the Credit Agreement), recorded as Instrument No. 2012-01428 of the Real Property Records of Klamath County, Oregon, covering that certain easement estate created and the interests established under that certain Easement and Assignment of Lease Agreement described in Exhibit A attached thereto (the "Easement"), together with (i) the landlord's interest in one or more lease agreement(s) assigned to Grantor pursuant to the Easement and described on Exhibit B attached thereto (whether one or more, the "Lease"); (ii) all interests of Grantor in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (iii) all of Grantor's rights, estates, powers and privileges appurtenant or incident to the foregoing (the foregoing are collectively referred to herein as the "Collateral").

WHEREAS, the Easement attached as Exhibit A to the Security Instrument did not describe the Easement with adequate particularity, and **Exhibit A** attached hereto is substituted for the original Exhibit A for all purposes (the "Restated Easement"); and Exhibit B which was purportedly attached to the Security Instrument was not properly attached and recorded, and thus did not describe all of the leases subject thereto, and the Leases described on **Exhibit B** attached hereto (the "Restated Leases", whether one or more) are subject to the lien of the Security Instrument, and Grantor desires to grant a valid first lien in favor of Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, in and to the

Restated Easement and the Restated Leases, and Grantor and Administrative Agent desire to amend and restate the description of the Easement and the Lease in their entirety to mean the Restated Easement and the Restated Leases.

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Grantor and Administrative Agent, acting on behalf of and for the benefit of Administrative Agent and the other Secured Parties, do hereby agree as follows:

1. Restatement of Easement Estate. Grantor and Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, agree that, for all purposes, the Restated Easement shall be substituted for all purposes as the Easement (as defined in the Security Instrument) and be part of the Collateral. Grantor and Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, hereby modify the Security Instrument to amend and restate the description of the Easement in its entirety to mean the Restated Easement, and Exhibit A attached to the Security Instrument is hereby replaced with Exhibit A attached hereto and made a part hereof; and to the extent that the Easement, as defined in the original Security Instrument, included property not described in the Restated Easement (the "Additional Property"), such Additional Property (but only the Additional Property) is hereby released from the lien of the Security Instrument. To the extent that the Security Instrument, as originally filed, could be construed as creating a lien on the Fee Estate, such lien is released (to the extent of the Fee Estate) and is modified to include only a lien on Grantor's rights in and to the Restated Easement.

2. Restatement of Leases. Grantor and Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, agree that, for all purposes, the Restated Leases shall be considered to comprise a portion of the "Lease" (as defined in the Security Instrument) and be part of the Collateral. Grantor and Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, hereby modify the Security Instrument to add the description of the Lease in its entirety to mean the Restated Leases, and Exhibit B to the Security Instrument is hereby added with Exhibit B attached hereto and made a part hereof.

3. Lien and Security Interest in Restated Easement and Restated Leases. To secure the payment of the Notes and the Indebtedness (as defined in the Security Instrument), Grantor hereby GRANTS, BARGAINS, SELLS, WARRANTS, CONVEYS, TRANSFERS, ASSIGNS and SETS OVER to Trustee or any successor to Trustee, in trust, for the benefit of Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, with power of sale which is hereby conferred, the Restated Easement and the Restated Leases, together with all other property, rights, privileges, and collateral comprising the Property (as defined in the Security Instrument) that is associated with the Restated Easement and the Restated Leases. Grantor agrees that the Restated Easement and the Restated Leases are covered by the liens, security interests and rights created or evidenced by the Security Instrument, the Credit Agreement, or any of the other Loan Documents (as defined in the Security Instrument) (the "Liens").

4. Reaffirmation of Representations, Etc. Grantor hereby reaffirms to Administrative Agent, on behalf of and for the benefit of itself and the other Security Parties, each of the representations, warranties, covenants and agreements of Grantor set forth in the Security Instrument, the Credit Agreement, and all of the other Loan Documents.

5. Enforceable Obligations. Grantor hereby ratifies, affirms, reaffirms, acknowledges, confirms and agrees that the Security Instrument and all other Loan Documents to which it is a party represent valid and enforceable obligations of Grantor, and Grantor further acknowledges that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to the Security Instrument or any of the other Loan Documents, and Grantor further acknowledges and represents that no event has occurred and to Grantor's knowledge no condition exists which would constitute a default under the Security Instrument, any of the other Loan Documents, or this Modification, either with or without notice or lapse of time, or both.

6. No Release of Liens. This Modification in no way acts as a release or relinquishment of the Liens. The Liens are hereby ratified and confirmed by Grantor in all respects and are extended to secure the Indebtedness. Grantor hereby ratifies the Liens and confirms that they now secure the Restated Easement and the Restated Leases.

7. Additional Modifications. Notwithstanding anything to the contrary contained herein or inferred hereby or in any other instrument executed by Grantor or any Borrower or in any other action or conduct undertaken by Grantor or any Borrower on or before the date hereof, the agreements, covenants and provisions contained herein shall constitute the only evidence of Administrative Agent's consent to modify the terms and provisions of the Security Instrument or any of the other Loan Documents in the manner set forth herein. No express or implied consent to any further modifications involving any of the matters set forth in this Modification or otherwise, shall be inferred or implied from Administrative Agent's execution of this Modification. Further, Administrative Agent's execution of this Modification shall not constitute a waiver (either express or implied) of the requirement that any further modifications of the Security Instrument or any of the other Loan Documents shall require the express written approval of Administrative Agent, no such approval (either express or implied) having been given as of the date hereof.

8. Governing Law. **THIS MODIFICATION AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN SUCH STATE OF TEXAS, EXCEPT FOR THOSE PROVISIONS IN THIS MODIFICATION, THE SECURITY INSTRUMENT, AND IN THE OTHER LOAN DOCUMENTS PERTAINING TO THE CREATION, PERFECTION OR VALIDITY OF OR EXECUTION OF LIENS OR SECURITY INTERESTS ON PROPERTY LOCATED IN THE STATE WHERE THE PROPERTY IS LOCATED, WHICH PROVISIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND APPLICABLE UNITED STATES FEDERAL LAW.**

9. Miscellaneous.

i. As modified hereby, the provisions of the Notes, the Credit Agreement, and the other Loan Documents shall continue in full force and effect, and Grantor acknowledges and reaffirms its liability thereunder to Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties. In the event of any inconsistency between this Modification and the terms of the Loan Documents, this Modification shall govern.

ii. Grantor hereby agrees to pay all costs and expenses incurred by Administrative Agent in connection with the execution and administration of this Modification and related documents, including but not limited to, all appraisal costs, title insurance costs, legal fees incurred by Administrative Agent, and filing fees.

iii. Any default by Grantor in the performance of its obligations herein contained shall constitute an Event of Default under the Security Instrument and the other Loan Documents, and shall allow Administrative Agent to exercise all of its remedies set forth in the Security Instrument and the other Loan Documents.

iv. Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, does not, by its execution of this Modification, waive any rights it may have against any person not a party to this Modification.

v. A determination that any provision of this Modification is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Modification to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

vi. The terms, provisions, covenants and conditions hereof shall be binding upon and inure to the benefit of Grantor, and the successors and assigns of Grantor including all successors in interest of Grantor in and to all or any part of the Collateral, and Administrative Agent and the Secured Parties and their successors, substitutes and assigns, and shall constitute covenants running with the land. All references in this Modification to Borrowers, Grantor, the Administrative Agent and Secured Parties shall be deemed to include all such successors, substitutes and assigns.

vii. Grantor hereby acknowledges and agrees that it has entered into this Modification of its own free will and accord and in accordance with its own judgment after advice of its own legal counsel, and states that it has not been induced to enter into this Modification by any statement, act or representation of any kind or character on the part of the parties hereto, except as expressly set forth in this Modification.

viii. This Modification may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

ix. The Section headings contained in this Modification are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

10. Final Agreement. THIS MODIFICATION REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Modification to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date of the acknowledgments on the following signature pages, but to be effective as of the Effective Date.

[Remainder of Page Intentionally Left Blank]

SIGNATURE PAGE OF GRANTOR TO
MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

GRANTOR:

LD ACQUISITION COMPANY 9 LLC,
a Delaware limited liability company

By: *Keith M. Drucker*
Keith M. Drucker, Chief Operating Officer

STATE OF CALIFORNIA)

) ss.

COUNTY OF LOS ANGELES)

On July 29., 2013, before me *Kristan Orr*,
a Notary Public, personally appeared Keith M. Drucker, who proved to me on the basis of
satisfactory evidence to be the person whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his authorized capacity, and that by his
signature on the instrument the person, or entity upon behalf of which the person acted, executed
the instrument.

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.

Kristan Orr
Signature of Notary Public

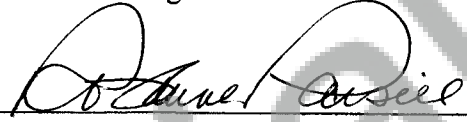


[SEAL]

SIGNATURE PAGE OF ADMINISTRATIVE AGENT TO
MODIFICATION TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,
a national banking association

By: 
Rosanne Parsill
Vice President

STATE OF ILLINOIS

COUNTY OF COOK

§
§
§

Before me, Nancy K. Celeski, a Notary Public, on this day personally appeared Rosanne Parsill, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same of the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of July, 2013.


Notary Public, State of Illinois



EXHIBIT A

RESTATED EASEMENT

Asset No. TC121696

Commitment No. 15171711

An Easement Estate created by that certain Easement and Assignment of Lease Agreement from RLF Klamath Properties, LLC to LD Holdings LLC, a Delaware limited liability company, dated October 12, 2012, recorded on November 9, 2012, as Instrument No. 2012-012475; FURTHER ASSIGNED to LD Acquisition Company 9 LLC, a Delaware limited liability company, by that certain Assignment of Easement and Assignment of Lease Agreement, dated October 16, 2012, recorded on December 21, 2012, as Instrument No. 2012-014207 of the Klamath County Registry, State of Oregon.

Said easement(s) being more fully described therein and being a portion of the parent parcel described on the following page(s) of this Exhibit A.

EXHIBIT A

LEGAL DESCRIPTION

An Easement Estate, said estate being over a portion of the following described parent parcel:

SI/2 SE1/4 Section 12; NI/2 NE1/4 Section 13, Township 38 South, Range 7 East, Willamette Meridian, Klamath County, Oregon.

Tax Parcel Nos. 3807-00000-01200-000, 3807-00000-01300-000

Unofficial
Copy

EXHIBIT B

RESTATED LEASES

Asset No. TC121696

Commitment No. 15 171 711

That certain Land Lease Agreement dated May 31, 2007, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to RLF Klamath Properties, LLC, a Colorado limited liability company, as successor in interest to Jeld-Wen Timber & Ranches ("Lessor") and United States Cellular Operating Company of Medford, an Oregon corporation ("Tenant"), for the property located at Porter Butte, Klamath Falls, OR 97061; as further evidenced by that certain Memorandum of Land Lease Agreement recorded on November 6, 2007, as Instrument No. 2007-019001, of the Klamath County Registry, State of Oregon.