

2014-013107

Klamath County, Oregon

12/22/2014 09:16:31 AM

Fee: \$127.00

Modification of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

STATE: Oregon
COUNTY: Klamath

GRANTOR: LD Acquisition Company 9 LLC, a Delaware limited liability company
2141 Rosecrans Avenue, Suite 2100, El Segundo, California 90245

GRANTEE: SunTrust Bank, as Administrative Agent
303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308

DOCUMENT DATE: NOVEMBER 19TH, 2014

ORIGINAL RECORDING

REFERENCE: Instrument 2013-004351 on 4/24/2013

LEGAL DESCRIPTION: SEE ATTACHED Exhibit A

Prepared by:
LATHAM & WATKINS LLP
355 South Grand Avenue
Los Angeles, CA 90071-1560

Return after recording to:
Fidelity National Title Group
7130 Glen Forest Drive #300

This instrument is being filed as an accommodation only. It has not been examined as to its execution, insurability or affect on title.

MODIFICATION OF Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

This **MODIFICATION OF Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing** (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Modification Agreement**”) is made effective as of November 19th, 2014 by and between **LD Acquisition Company 9 LLC, a Delaware limited liability company**, with an address at 2141 Rosecrans Avenue, Suite 2100, El Segundo, California 90245 (“**Lien Grantor**”), and **SUNTRUST BANK**, with an address at 303 Peachtree Street N.E. / 25th Floor, Atlanta, Georgia 30308, as Administrative Agent for the Secured Parties (each as defined in the Amended and Restated Credit Agreement (as defined below)), in such capacity, and together with its permitted successors and assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, Lien Grantor and certain other Persons party thereto as borrowers (the “**Original Borrowers**”), the lenders from time to time party thereto (the “**Original Lenders**”), and the Administrative Agent (as defined in the Original Lien Document (as defined below)) (the “**Original Agent**”), entered into the Credit Agreement (as defined in the Original Lien Document) (as amended prior to the date hereof, the “**Original Credit Agreement**”), pursuant to which the Original Lenders made certain loans and other extensions of credit to the borrowers under the Original Credit Agreement;

WHEREAS, in order to secure the obligations under the Original Credit Agreement and other obligations, Lien Grantor executed and delivered to the Original Agent, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing as more particularly described on **Schedule 1** (the “**Original Lien Document**”, as modified by this Modification Agreement, being the “**Modified Lien Document**”), establishing liens over the property covered therein (the “**Secured Property**”, including the land more particularly described on **Exhibit “A”** attached hereto;

WHEREAS, pursuant to that certain Master Assignment of Notes, Security Instruments and Liens, dated as of the date hereof (the “**Assignment**”), entered into by and among the Original Agent (as administrative agent under the Original Credit Agreement) and the Original Lenders in favor of Administrative Agent (as administrative agent under the Amended and Restated Credit Agreement (as defined below)) on its own behalf and on behalf of the Secured Parties (and also executed by the Original Borrowers and the Borrower (as defined below)), the Original Agent and Original Lenders have assigned certain rights, titles and interests to the Administrative Agent and the New Lenders, and the Administrative Agent and the New Lenders have assumed certain obligations of the Original Agent and the Original Lenders, under the Original Credit Agreement, the Original Lien Document and the other loan documents related thereto, which Assignment has been further evidenced by an assignment of the Original Lien Document, dated as of the date hereof (the “**Recorded Assignment**”), executed by the Original Agent in favor of the Administrative Agent and recorded in the same real property records as this Modification Agreement;

WHEREAS, in connection with the Assignment, Landmark Infrastructure Operating Company LLC, a Delaware limited liability company ("**Borrower**"), Landmark Infrastructure Partners LP, a Delaware limited partnership (the "**MLP**"), the Administrative Agent and the New Lenders have agreed to amend and restate the Original Credit Agreement pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**"), by and among Borrower, MLP, the Administrative Agent, and the lenders under the Amended and Restated Credit Agreement (the "**New Lenders**");

WHEREAS, in connection with the Amended and Restated Credit Agreement, Lien Grantor and certain other guarantors party thereto have entered into a Guaranty and Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Guaranty**"), guaranteeing all of Borrower's Obligations under the Amended and Restated Credit Agreement;

WHEREAS, as a condition to entering into the Amended and Restated Credit Agreement, the New Lenders have required Lien Grantor to enter into this Modification Agreement; and

NOW, THEREFORE, in consideration of the foregoing and legal sufficiency of which is hereby acknowledged, Lien Grantor and the Administrative Agent (on behalf of the Secured Parties) hereby agree and give notice as follows:

1. All of the foregoing recitals are acknowledged by Lien Grantor as being true and correct and shall be deemed incorporated by reference herein. Lien Grantor hereby acknowledges and agrees that the Modified Lien Document secures all of Lien Grantor's obligations under the Guaranty and the Modified Lien Document.

2. From and after the date hereof, all references in the Modified Lien Document to the "Credit Agreement" shall mean the Amended and Restated Credit Agreement. From and after the date hereof, all references in the Modified Lien Document to the "Notes" shall mean the Amended and Restated Credit Agreement and any promissory notes issued pursuant to the terms thereof.

3. To the extent the Original Lien Document contains a statement of the maximum principal amount secured thereby, such maximum principal amount is hereby modified from \$70,000,000 to \$390,000,000.

4. The Original Lien Document is hereby amended to delete any specifically listed events or circumstances listed as "Events of Default", and any phrase such as "Default" or "Event of Default" shall refer to the Events of Default as defined in the Amended and Restated Credit Agreement. To the extent the Original Lien Document contains a definition of "Event of Default", such definition is hereby deleted in its entirety and is replaced with the definition that an "Event of Default" shall have the meaning ascribed to such term in the Amended and Restated Credit Agreement.

5. To the extent the Original Lien Document is required by applicable law to contain an express statement of the maturity of the loan secured by the Original Lien Document is hereby

amended to refer to November 19th, 2019, and to the extent the Original Lien Document is not required by applicable law to set forth an express statement of the maturity of the loan secured by the Original Lien Document is hereby deleted.

6. The following shall be deleted in their entirety from the Original Lien Document and such terms and provisions shall be governed by the Amended and Restated Credit Agreement:

(a) All representations and warranties of Lien Grantor set forth in the Original Lien Document, other than representations and warranties required pursuant to applicable law in order to establish or maintain the Secured Property as commercial property rather than residential property or any other classification of property as to which special enforcement procedures or rights as to deficiency judgments or other enforcement rights would apply, or required by applicable law or custom to establish or maintain the existence or priority of the liens, assignments and security interests created under the Original Lien Document.

(b) All affirmative covenants of Lien Grantor, other than those related to the establishment or maintenance of the existence or priority of the liens, assignments and security interests created under the Original Lien Document, or the enforcement of remedies by the Administrative Agent, any trustee thereof, any receiver or similar trustee after an Event of Default under the Amended and Restated Credit Agreement.

(c) All terms and provisions with respect to release and indemnification or expense reimbursement obligations of the applicable Lien Grantor, other than indemnification and expense reimbursement obligations in favor of any trustee, receiver or similar position under the Original Lien Document.

(d) All terms and provisions with respect to the time and place for payments of amounts due under the Notes or Amended and Restated Credit Agreement, or as to the application of payments and/or proceeds from the enforcement of remedies under the Original Lien Document, except to the extent such rules for the application of payments and/or proceeds are required by applicable law.

(e) All terms and provisions with respect to the subrogation of proceeds (other than such terms and provisions as may be necessary for the liens and assignments of the Modified Lien Document to retain the priority of the liens and assignments under the Original Lien Document) of the Loans (as defined in the Amended and Restated Credit Agreement) advanced by the Lenders for the repayment of any outstanding Indebtedness.

(f) All terms and provisions with respect to the creation, perfection and enforcement of security interests in personal property collateral; provided that any terms and provisions with respect to any assignment of rents or the enforcement thereof shall not be deleted and shall remain in full force and effect.

(g) Any rights of the Administrative Agent to notify account debtors or obligors, other than lessees under the Leases with respect to any assignment of rents after and

during the continuance of an Event of Default under the Amended and Restated Credit Agreement.

7. RESERVED.

8. Notwithstanding any provision in the Original Lien Document to the contrary, (i) in no event shall any Building or Manufactured (Mobile) Home (as such terms are defined in applicable Flood Insurance Regulations) be included in the Secured Property, including in any definition of "Property" or "Collateral" or "Additional Collateral" contained in the Original Lien Document and (ii) in the event the Original Lien Document encumbers any Building or Manufactured (Mobile) Home, the lien of such Original Lien Document on such Building(s) and/or Manufactured (Mobile) Home(s) is hereby released. As used herein, "Flood Insurance Regulations" shall mean (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 et seq.), and (d) the Flood Insurance Reform Act of 2004, in each case as now or hereafter in effect and including any regulations promulgated thereunder.

9. The Modified Lien Document cannot be further altered, amended, modified, terminated, waived, released or discharged except in a writing signed by the parties hereto or their respective successors or assigns. To the fullest extent permitted by applicable law, any future amendment or modification of the Loan Documents (as defined in the Amended and Restated Credit Agreement) may or may not be recorded; all holders of any interest or claim that affects all or any portion of the Property (as defined in the Modified Lien Document or any estate or interest therein, which interest or claim is recorded after the date the Modified Lien Document was originally recorded or that is otherwise or is intended to be junior and subordinate to the lien of the Modified Lien Document (collectively, "**Junior Lien Claimants**"), are hereby placed on notice of the possibility that the Loan Documents or the Obligations that the Modified Lien Document secures may be amended but any such amendment may or may not be placed of record; any such amendment shall be fully effective whether or not recorded, without thereby impairing or reducing the priority of the lien of the Modified Lien Document or constituting a novation; Junior Lien Claimants should not assume they will be notified of any amendment of the Loan Documents or of any of Lien Grantor's obligations that occur before or after the recording of their lien; and by accepting their interest in the Property, Junior Lien Claimants shall be deemed to acknowledge and consent to the foregoing.

10. As modified herein, the terms of the Modified Lien Document shall continue in full force and effect. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of any Secured Party over any party which were in existence before the date of execution of this Modification Agreement shall remain in effect after the execution of this Modification Agreement. Neither this Modification Agreement nor the transactions pursuant to the Amended and Restated Credit Agreement shall be deemed to constitute a novation or to extinguish any of the Obligations secured by the Modified Lien Document.

11. Lien Grantor hereby represents and warrants to Administrative Agent and each Secured Party as follows:

(a) the execution, delivery and performance by such Lien Grantor of this Modification Agreement: (i) have been duly authorized by all necessary organizational and, if required, shareholder, partner or member action; (ii) do not require any consent or approval of, registration or filing with, or any action by, any Governmental Authority, except those as have been obtained or made and are in full force and effect and except for filings necessary to perfect or maintain perfection of the liens, collateral assignments and security interests created under Modified Lien Document; and (iii) will not violate any Requirement of Law (as defined in the Amended and Restated Credit Agreement) applicable to such Lien Grantor or any judgment, order or ruling of any Governmental Authority.

(b) This Modification Agreement constitutes valid and binding obligations of such Lien Grantor, enforceable against it in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

12. Lien Grantor hereby confirms and acknowledges that it has no existing offsets, defenses, claims, counterclaims, setoffs, or other basis for reduction of the amounts secured hereby under the Amended and Restated Credit Agreement.

13. APPLICABLE LAW. THIS MODIFICATION AGREEMENT 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 NEW YORK (WITHOUT GIVING EFFECT TO NEW YORK'S PRINCIPLES OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF NEW YORK, EXCEPT FOR THOSE PROVISIONS IN THIS MODIFICATION AGREEMENT 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.

14. This Modification Agreement may be executed in any number of counterparts, and all such counterparts shall together constitute the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement as of the day and year immediately below written:

LIEN GRANTOR:

LD Acquisition Company 9 LLC, a Delaware limited liability company

By: *Keith M. Drucker*

Name: Keith M. Drucker

Title: Chief Operating Officer

STATE OF TEXAS)
)
COUNTY OF HARRIS) SS

On November 17, 2014, before me SUE MARTIN
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 Texas that the foregoing paragraph is true and correct.

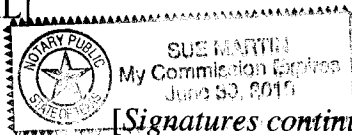
WITNESS my hand and official Seal.

Sue Martin

Notary Public for *Texas*

My Commission Expires *June 30, 2018*

[NOTARIAL SEAL]



[Signatures continuing on following page]

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____

Name: Mark Kelley

Title: Managing Director

STATE OF TEXAS)
)
COUNTY OF HARRIS) SS

On November 17, 2014, before me SUE MARTIN
a Notary Public, personally appeared Mark Kelley, 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 Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official Seal.

Sue Martin
Notary Public for Texas
My Commission Expires June 30, 2018

[NOTARIAL SEAL]

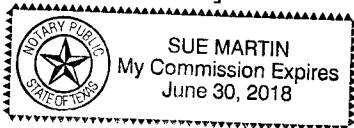


EXHIBIT A

Legal Description

State: OR COUNTY: Klamath

An Easement Estate, said easement being more particularly described by the following description:

PARCEL 1:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point bears South 01°04'29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 08°17'00" West 3412.46 feet to the TRUE POINT OF BEGINNING of this description; thence North 39°21'32" East 167.07 feet; thence North 80°38'28" West 167.07 feet; thence South 20°38'28" West 167.07 feet to the true point of beginning, said point being South 17°10'28" West 2000.99 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 2:

A 30.00 foot wide access easement located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.81 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34' 11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 31.99 feet; thence North 35°38'20" East 61.37 feet to a point on the boundary of the Wynne Broadcasting Lease Area, said point being South 17°57'03" West 1966.82 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 3:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point being South 01°04'29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 10°29'55" West 3596.28 feet to the TRUE POINT OF BEGINNING of this description; thence North 01°31'01" East 54.17 feet; thence North 88°55'18" West 90.29 feet; thence South 01°08'10" West 55.18 feet; thence South 89°33'58" East 89.94 feet to the true point of beginning, said point being South 23°17'34" West 1908.05 feet from the Northeast corner of said Section 36. Basis of Bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 4:

A 30.00 foot wide strip of land, located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, TRACT 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of TRACT 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.91 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34'11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; then North 46° 32' 39" West 46.89 feet; thence North 36° 52' 30" West 256.25 feet; thence North 35° 50' 21" West 111.10 feet; thence North 50° 41' 59" West 141.65 feet; thence North 00° 30' 30" East 14.72 feet to a point on the boundary of the RCC Holdings Lease Area, said point being South 24° 28' 31" West 1925.21 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 5:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point being South 01° 04' 29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 11° 01' 41" West 3404.63 feet to the true point of beginning of this description; thence North 10° 19' 03" West 164.43 feet; thence South 49° 40' 57" West 164.43 feet; thence South 70° 19' 03" East 164.43 feet to the true point of beginning, said point being South 21° 04' 51" West 2086.50 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 6:

A 30.00 foot wide strip of land, located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, TRACT 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of TRACT 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.91 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34'11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57° 20' 33" West 33.35 feet; then North 46° 32' 39" West 46.89 feet; thence North 36° 52' 30" West 256.25 feet; thence North 35° 50' 21" West 111.10 feet; thence North 50° 41' 59" West 34.45 feet; then South 66° 16' 47" West 56.93 feet to a point on the boundary of the AT&T Lease Area, said point being South 22° 25' 40" East 2009.66 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 7:

A parcel of land lying in the Southwest quarter of the Northwest quarter and the Northwest quarter of the Southwest quarter of Section 31, Township 31, Township 38 South, Range 9 East, of the Willamette Meridian, Klamath County Oregon, more particularly described as follows:

Commencing at the Southwest corner of said Section 31, that point being South 01° 04' 29" West 5289.55 feet from the Northwest corner of said Section 31; thence North 23° 06' 19" East 2729.74 feet to the TRUE POINT OF BEGINNING of this description; thence South 89° 09' 31" East 310.78 feet; thence North 29° 08' 20" West 310.88 feet; thence South 30° 50' 05" West 310.92 feet to the true point of beginning, said point being South 19° 17' 07" East 2942.99 from the Northwest corner of said Section 31. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 8:

A 30.00 foot wide strip of land, located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, TRACT 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of TRACT 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.91 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34'11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence North 89° 33' 01" East 155.99 feet; thence South 80° 41' 31" East 109.09 feet; thence North 83° 41' 11" East 241.90 feet; thence South 57° 21' 23" East 80.40 feet; thence South 21° 35' 44" East 149.23 feet; thence South 30° 48' 23" East 198.44 feet; thence South 24° 57' 54" East 246.34 feet; then North 77°35'35" East 190.61 feet; thence South 79° 24' 10" East 184.49 feet; thence South 88° 51' 03" East 120.13 feet; thence North 36° 27' 14" East 54.00 feet to a point on the boundary of the U.S Cellular Lease Area, said point being South 23° 42' 21" East 3037.83 feet from the Northeast corner of said Section 36, Township 38 South, Range 8 East of the Willamette Meridian, with the sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 9:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point being South 01° 04' 29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 10° 27' 09" West 3566 feet to the TRUE POINT OF BEGINNING of this description; thence North 03° 48' 18" West 25.00 feet; thence South 86° 11' 42" West 18.00 feet; thence South 03° 48' 18" East 25.00 feet; thence North 86° 11' 42" East 18 feet to the true point of beginning, said point being South 22° 43' 54" West 1931.26 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Parcel 10:

A 30.00 foot wide strip of land, located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, TRACT 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58"

West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of TRACT 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.91 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34'11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 111.10 feet; thence North 50°41'59" West 81.08 feet; thence North 08°48'31" West 24.18 feet to a point on the boundary of the Plass Communications Lease Area, said point being South 22°57'03" East 1934.97 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

SCHEDULE 1

Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing

Grantor: LD Acquisition Company 9 LLC, a Delaware limited liability company

Lender: Bank of America, N.A., a national banking association

Recorded: 4/24/2013

Recorded In: Instrument 2013-004351

Assigned by Bank of America, N.A., a national banking association to SunTrust Bank by Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated November 19th, 2014 and recorded immediately prior.