

**2016-002735**

**Klamath County, Oregon**

**03/15/2016 09:21:49 AM**

**Fee: \$82.00**

*Prepared By:*

~~After recording return to:~~

Winston & Strawn LLP

100 North Tryon Street

Charlotte, North Carolina 28202-1078

Attention: Jason Bennett, Esquire

(Telephone number: 704.350.7769)

**AFTER RECORDING, RETURN TO:**

Fidelity National Title Group

7130 Glen Forest Dr., Ste. 300

Richmond, VA 23226

Attn: D. Carter

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**DOCUMENT:            LINE OF CREDIT INSTRUMENT**

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

**GRANTOR:**            **PILOT TRAVEL CENTERS LLC, a Delaware limited liability company,**  
with an address of 5508 Lonas Road, Knoxville, Tennessee 37909, Attention:  
Kristin K. Seabrook, Esq. General Counsel

**BENEFICIARY:**       **BANK OF AMERICA, N.A., a national banking association, in its capacity as**  
**Administrative Agent, 555 California Street, 4th Floor, Mail Code: CA5-705-04-**  
**09, San Francisco, California 94104, Attention: Liliana Claar**

**TRUSTEE:**            **FIDELITY NATIONAL TITLE INSURANCE COMPANY, with an address**  
of 121 SW Morrison Street, Portland, Oregon 97204

The maturity date of the Credit Agreement and promissory note(s) (if any) secured by the Deed of Trust, exclusive of any option to renew or extend such maturity date, is October 3, 2021.

The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) (if any) secured by the Deed of Trust is \$4,780,500,000.00.

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502.

Tax account number(s) of Property: 2708-021CB-03800-000, 2708-021CB-03500-000,  
2708-021CB-03900-000, 2708-02000-00400-000,  
2708-021CB-03700-000

19550039

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

This SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "**Second Amendment**") is dated as of February 22, 2016, from PILOT TRAVEL CENTERS LLC (as successor by merger to SSA Delaware LLC), a Delaware limited liability company, whose address is 5508 Lonas Road, Knoxville, Tennessee 37909, Attention: Kristin K. Seabrook, Esq., General Counsel (the "**Grantor**"), in favor of Fidelity National Title Insurance Company (the "**Trustee**"), whose address is 121 SW Morrison Street, Portland, Oregon 97204, for the use and benefit of BANK OF AMERICA, N.A., a national banking association, whose address is 555 California Street, 4th Floor, Mail Code: CA5-705-04-09, San Francisco, California 94104, Attention: Liliana Claar, as administrative agent under the Credit Agreement referred to below (in such capacity, together with its successors and assigns, the "**Beneficiary**") for itself and for each of the financial institutions and their respective successors and assigns which from time to time shall be a "**Lender**" under the Credit Agreement (as hereinafter defined).

**W I T N E S S E T H:**

WHEREAS, the Grantor executed that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of May 11, 2009 and recorded on November 19, 2013 as Document No. 2013-012946 (as amended by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of July 9, 2015 and recorded on July 15, 2015 as Document No. 2015-007684, as the same may be amended, supplemented, restated and modified from time to time, the "**Deed of Trust**"), whereby the Grantor mortgaged and warranted unto the Trustee for the benefit of the Beneficiary, its successors and assigns, among other things, the real estate described on **Exhibit A**, attached hereto, and all of its estate, right, title and interest therein situated;

WHEREAS, (i) on October 3, 2014, the Grantor entered into that certain Third Amended and Restated Credit Agreement (the "**Third A&R Credit Agreement**"), among the Grantor, as borrower, the domestic subsidiaries of the Grantor from time to time parties thereto, as guarantors, the Lenders parties thereto, the Beneficiary, as administrative agent, and other financial parties thereto, (ii) on October 5, 2015 the Third A&R Credit Agreement was amended by that First Amendment to Third Amended and Restated Credit Agreement (the "**First Amendment**"), and (iii) on October 30, 2015 the Third A&R Credit Agreement was amended by that Second Amendment to Third Amended and Restated Credit Agreement (collectively, with the Third A&R Credit Agreement and the First Amendment, as the same may be further modified, amended, restated or otherwise supplemented and in effect from time to time, the "**Credit Agreement**"), pursuant to which the Lenders agreed to extend to the Grantor loans and other financial accommodations in the aggregate original principal amount of Four Billion Seven Hundred Eighty Million Five Hundred Thousand and 00/100 Dollars (\$4,780,500,000.00) (collectively, the "**Loan**"); and

WHEREAS, the parties desire to amend the Deed of Trust to reflect the terms of the Credit Agreement.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Second Amendment, the parties, intending to be bound, hereby agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein as if set forth verbatim.

2. **Incorporation of the Deed of Trust.** All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Deed of Trust, and the Deed of Trust to the extent not inconsistent with this Second Amendment is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Deed of Trust are inconsistent with the amendments set forth in Section 3, such terms and provisions shall be deemed superseded hereby. Except as specifically set forth herein, the Deed of Trust shall remain in full force and effect and its provisions shall be binding on the parties hereto.

3. **Amendment of the Deed of Trust.**

(a) All references in the Deed of Trust, and any other document or instrument entered into in connection therewith, to the Deed of Trust shall be deemed to be references to the Deed of Trust as modified hereby.

(b) All references in the Deed of Trust, and any other document or instrument entered into in connection therewith, to the Credit Agreement shall be deemed to be references to the Credit Agreement, as defined herein.

(c) The sentence in the cover page of the Deed of Trust reading, "The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) (if any) secured by this Deed of Trust is \$4,450,000,000.00" is hereby amended and restated to read in its entirety as follows:

"The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) (if any) secured by this Deed of Trust is \$4,780,500,000.00".

(d) The sentence in the recitals of the Deed of Trust reading, "This Deed of Trust shall secure a maximum aggregate principal amount under the Credit Documents of Four Billion Four Hundred Fifty Million and 00/100 Dollars (\$4,450,000,000.00) at any one time" is hereby amended and restated to read in its entirety as follows:

"This Deed of Trust shall secure a maximum aggregate principal amount under the Credit Documents of Four Billion Seven Hundred Eighty Million Five Hundred Thousand and 00/100 Dollars (\$4,780,500,000.00) at any one time".

(e) The sentence in Section 1.3 of the Deed of Trust reading, "At no time shall the aggregate principal amount of the indebtedness under the Credit Documents secured by this Deed of Trust, not including loans advanced hereunder to protect the security of this Deed of

Trust, exceed Four Billion Four Hundred Fifty Million and 00/100 Dollars (\$4,450,000,000.00) at any one time” is hereby amended and restated to read in its entirety as follows:

“At no time shall the aggregate principal amount of the indebtedness under the Credit Documents secured by this Deed of Trust, not including loans advanced hereunder to protect the security of this Deed of Trust, exceed Four Billion Seven Hundred Eighty Million Five Hundred Thousand and 00/100 Dollars (\$4,780,500,000.00) at any one time”.

4. **Representations and Warranties.** The obligations, representations, warranties and covenants set forth in the Deed of Trust shall be deemed confirmed, remade and affirmed as of the date hereof by the Grantor, except that any and all references to the Deed of Trust in such representations, warranties and covenants shall be deemed to include this Second Amendment.

5. **Relation Back.** It is the intent of the Grantor and the Beneficiary that this Second Amendment will relate back to and be effective as if adopted on May 11, 2009, with any terms modified herein to be effective as of the date hereof.

6. **Effectuation.** The amendment to the Deed of Trust contemplated by this Second Amendment shall be deemed effective immediately upon the full execution of this Second Amendment and without any further action required by the parties hereto. There are no conditions precedent or subsequent to the effectiveness of this Second Amendment.

7. **Severability.** In the event any provision of this Second Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. **Counterparts.** This Second Amendment may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one instrument.


9. **Conflict.** In the event there is a conflict or inconsistency between the Deed of Trust and the Credit Agreement, the terms of the Credit Agreement shall control; provided that any provision of the Deed of Trust or any other Credit Document which imposes additional burdens on the Grantor or its subsidiaries or further restricts the rights of the Grantor or its subsidiaries or gives the Beneficiary or the Lenders additional rights shall not be deemed to be in conflict or inconsistent with the Deed of Trust or the Credit Agreement and shall be given full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Second Amendment to be executed, sealed and delivered by its duly authorized representative, all as of the day and year first above written, although actually executed on the date set forth below.

**GRANTOR:**

PILOT TRAVEL CENTERS LLC,  
a Delaware limited liability company

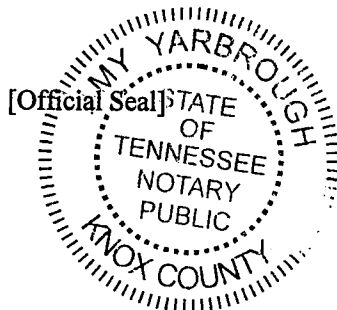
By:   
Name: Mitchell D. Steenrod,  
Title: Sr. VP & CFO  
Date: February 24, 2016

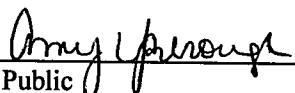
**STATE OF TENNESSEE )**

**COUNTY OF KNOX )**

Personally appeared before me, a notary public, Mitchell D. Steenrod the Sr. VP & CFO of PILOT TRAVEL CENTERS LLC, a Delaware limited liability company, who acknowledged that s/he, being duly authorized, signed and delivered the foregoing instrument, as Sr. VP & CFO of such limited liability company on the day and year therein mentioned.

Given under my hand this the 24 day of February, A.D. 2016.



  
Notary Public  
Print Name: Amy Yarbrough  
Commission Expires: Oct. 5, 2016

**BENEFICIARY:**

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

By: Liliana Claar

Name:

Title:

**Liliana Claar**  
**Vice President**

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

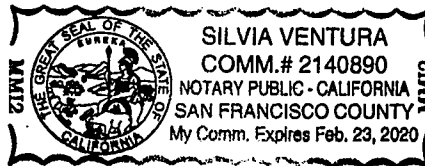
State of California  
County of San Francisco

On February 22, 2016 before me, Silvia Ventura, Notary Public,  
(insert name and title of the officer)

personally appeared Liliana Casas  
who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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.



Signature [Signature] (Seal)

**EXHIBIT A**  
**TO**  
**SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,**  
**SECURITY AGREEMENT AND FIXTURE FILING**

Property located in Klamath County, OR

**PARCEL 1:**

Lots 1 and 2, Block 6, CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 2708-021CB-03800-000      Key No: 168570

**PARCEL 2:**

BEGINNING at the Southwesterly corner of Lot 1, Block 6, CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence Northerly 150 feet to the Northwestern corner of Lot 3, in said Block 6; thence Westerly at right angles 150 feet; thence Southerly at right angles 150 feet; thence Easterly at right angles 150 feet to the POINT OF BEGINNING, said tract being a portion of NW ¼ SW ¼ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Also, BEGINNING at a point which is South 70°40' West 150 feet from the Southwest corner of Lot 1, Block 6, Chemult, Klamath County, Oregon; said point of beginning being the Southwest corner of that certain parcel of land heretofore conveyed by deed recorded in Volume 165 of Deeds at Page 533, of Klamath County, Oregon; thence North 19°20' West along the Westerly line of said last named parcel of land and parallel with the Dallas-California Highway 150 feet; thence South 70°40' West to the Westerly line of Section 21, Township 27 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon; thence Southerly along the Westerly line of said Section 21, to a point which is South 70°40' West from the point of BEGINNING; thence North 70°40' East 250 feet, more or less to the POINT OF BEGINNING, being a portion of the NW ¼ SW ¼ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 2708-021CB-03500-000      Key No: 168552

**PARCEL 3:**

A parcel of land situate in the NW ¼ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 1, Block 6, of CHEMULT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and running thence South 19 degrees 20' East a distance of 80 feet to the Northwest corner of Lot 4, Block 7, CHEMULT; thence South 70 degrees 40' West a distance of 200 feet; thence South 19 degrees 20' East parallel to the Westerly line of Lot 5, Block 7, CHEMULT a distance of 50 feet; thence South 70 degrees 40' West along the extended Northerly line of Lot 3, Block 7, CHEMULT, to an intersection with the West line of Section 21; thence North following the Westerly line of Section 21 to a point which marks the intersection of the South line of Lot 1, Block 6, CHEMULT, extended to an intersection with the



Westerly line of Section 21; thence North 70 degrees 40' East a distance of 400 feet, more or less to the point of BEGINNING.

AND BEING the same property conveyed to Pilot Travel Centers, LLC, a Delaware limited liability company from Kenneth Wilson, a/k/a Kenneth James Wilson, as to all Parcels, and Karen Wilson, a/k/a Karen A. Wilson, a/k/a Karen Ann Wilson, as to Parcel 2 by Warranty Deed dated May 30, 2006 and recorded June 02, 2006 in Deed Book M06, Page 11257.

Tax Account No: 2708-021CB-03900-000      Key No:      730258

**PARCEL 4:**

A parcel of land lying in Section 20 of Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, said Parcel being more particularly described as follows:

BEGINNING at a point on the East line of the above said Section 20, from which the Southeast corner of said Section 20 bears South 706 feet; thence West 583 feet; thence parallel to and 583 feet Westerly of said East line North 1130.32 feet; thence East 453 feet; thence South 56°56'20" East 155.11 feet to said East line; thence along said East line South 1045.70 feet to the POINT OF BEGINNING.

AND Being the same property conveyed to Pilot Travel Centers, LLC, a Delaware limited liability company from Karen Wilson, a/k/a Karen A. Wilson, a/k/a Karen Ann Wilson by Warranty Deed dated May 30, 2006 and recorded June 02, 2006 in Deed Book M06, Page 11258.

Tax Account No: 2708-02000-00400-000      Key No:      804687

**PARCEL 5:**

Lot 3, Block 6, CHEMULT, KLAMATH COUNTY, OREGON, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 2708-021CB-03700-000      Key No: 168561

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