

2016-002736

Klamath County, Oregon

03/15/2016 09:23:19 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

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: R432160

19551976

**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 July 22, 2013 and recorded on September 19, 2013 as Document No. 2013-010670 (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 15, 2015 and recorded on July 15, 2015 as Document No. 2015-007685, 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 Four Billion Four Hundred Fifty Million and 00/100 Dollars (\$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 Four Billion Seven Hundred Eighty Million Five Hundred Thousand and 00/100 Dollars (\$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 July 22, 2013, 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

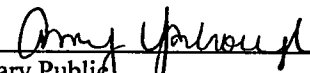
STATE OF TENNESSEE)

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:

Liliana Claar

Title:

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.

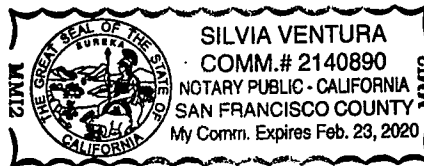
State of California
County of San Francisco

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

personally appeared Liliana Ocasio,
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

Klamath Falls, OR #504

TRACT 1:

A piece or parcel of land situated in the NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at an iron pipe which is South 0° 06' West 323.4 feet and North 89° 49' West 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which point of beginning is also the Northeast corner of that certain tract of land conveyed to Elmer W. and Flora M. Zigler on page 238, Deed Volume 278 of the Records of Klamath County, Oregon; thence North 89° 49' West along the Northerly boundary of said tract of land conveyed on page 238 Deed Volume 278, a distance of 334.8 feet to an iron pipe set at its intersection with a line which is parallel to and 192.77 feet Northeasterly of, when measured at right angles to, the Northeasterly right of way line of the Dalles-California Highway (No. US 97) as the same is now located across said Section 19; thence North 38° 52' West parallel to and 192.77 feet distant from said Northeasterly highway right of way line a distance of 147.25 feet to an iron pipe; thence South 89° 49' East a distance of 427.3 feet to an iron pipe; thence South 0° 06' West a distance of 114.35 feet more or less, to the point of beginning.

TRACT 2:

Beginning at a point which is South 0° 06' West a distance of 477.4 feet and North 89° 49' West a distance of 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 0° 06' East a distance of 154 feet to a point; thence North 89° 49' West a distance of 336 feet, more or less, to a point on a line which is parallel to and distant 192.77 feet at right angles from the Northeasterly right of way line of the Dalles-California Highway; thence South 38° 52' East a distance of 200 feet, more or less, to a point which is North 0° 06' East a distance of 211.1 feet from the North line of Byrd Avenue in Chelsea Addition; thence South 89° 49' East a distance of 210.2 feet to the place of beginning, being in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an easement for ingress and egress as granted by instrument recorded September 26, 1986 in Volume M86; page 17486, Microfilm Records of Klamath County, Oregon.

TRACT 3:

All that portion of the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at the section corner common to Sections 17, 18, 19 and 20, said Township and Range; thence South 0° 06' West along the East line of said Section 19, a distance of 388.5 feet to a point; thence North 89° 49' West a distance of 174.2 feet to a point; thence South 0° 06' West a distance of 300.0 feet to a point on the North line of Byrd Avenue; thence West along said North line a distance of 60 feet to a point; thence North 0° 06' East a distance of 479.45 feet to a point; thence North 89° 44' West a distance of 427.3 feet to a point; thence North 38° 46' West a distance of 268.15 feet to a point on the North line of said Section 19; thence South 89° 44' East along said North line a distance of 833.95 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 17, 18, 19 and 20, said Township and Range; thence South 0° 06' West along the East line of said Section 19, a distance of 388.5 feet to a point; thence North 89° 49' West a distance of 174.2 feet to a point; thence South 0° 06' West a distance of 89 feet to the

True Point of Beginning of this description; thence continuing South 0° 06' West a distance of 211 feet to a point on the North line of Byrd Avenue; thence West along said North line a distance of 60 feet to a point; thence North 0° 06' East a distance of 211 feet to a point; thence South 89° 49' East 60 feet to the point of beginning.

AND EXCEPTING THEREFROM an Easterly portion thereof conveyed to The State of Oregon, by and through its Department of Transportation, by Warranty Deed recorded May 5, 2003 in Volume M03, page 29566, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

A parcel of land lying in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property designated as Parcel 3 and described in that deed to Ernst Brothers LLC, recorded in Book M00, page 13950, Microfilm Records of Klamath County, Oregon, the said parcel being that portion of said property described as follows:

Beginning at the Northeast corner of Section 19; thence Southerly along the East line of Section 19, a distance of 118.415 meters to the Northerly line of that property described in that deed to Alvin M. Hamlin, Trustee and Merry Anne Hamlin, Trustee, recorded in Book M96, page 5936, Microfilm Records of Klamath County, Oregon; thence Westerly along said Northerly line, a distance of 40.300 meters; thence Northerly on a line parallel with and 40.300 meters Westerly of the East line of Section 19, a distance of 32.433 meters; thence Easterly on a line parallel with and 86 meters Southerly of the North line of Section 19, a distance of 5.800 meters; thence Northerly on a line parallel with and 34.500 meters Westerly of the East line of Section 29, a distance of 86 meters to the North line of Section 19; thence Easterly along the North line of Section 19, 34.500 meters to the point of beginning.

TRACT 4:

Beginning at a point on the Northeasterly right of way line of State Highway No. 97 which lies South 0° 06' West along the East section line a distance of 688.5 feet and North 89° 49' West along the North line of Byrd Avenue in Chelsea Addition, a distance of 521.6 feet and North 38° 52' West along the Northeasterly right of way line of State Highway No. 97 (Note: State Highway bearing of this line shows North 39° 7 1/2' West) a distance of 130.55 feet from the iron axle which marks the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, running thence; continuing North 38° 52' West along the Northeasterly right of way line of State Highway No. 97, a distance of 250 feet to a point; thence North 51° 08' East a distance of 192.77 feet to a point; thence South 38° 52' East a distance of 250 feet to a point; thence South 51° 08' West a distance of 192.77 feet, more or less to the point of beginning, in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress as granted by instrument recorded September 26, 1986 in Volume M86, page 17486, Microfilm Records of Klamath County, Oregon.

This instrument is being filed as an accomodation only. It has not been examined as to it's execution, insurability or affect on title.