

2018-011865

Klamath County, Oregon

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THIS DOCUMENT PREPARED BY:

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*Klamath
County*

AFTER RECORDING RETURN TO:

Richard P. Palermo, Esq.
Managing Attorney, US Tower
American Tower Corporation
10 Presidential Way
Woburn, MA 01801

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

between

**AMERICAN TOWER ASSET SUB, LLC
("Grantor")**

and

**U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO BANK OF
AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE ("Lender" or "Beneficiary")**

First Amendment to Deed of Trust - Oregon
Site Nos: See Exhibit A attached hereto.

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

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment") is made as of the 29th day of March, 2018, between by American Tower Asset Sub, LLC, a Delaware limited liability company ("Grantor"), whose address for notice hereunder is 100 Presidential Way, Woburn, Massachusetts 01801, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities, acting by and through its agent and attorney-in-fact MIDLAND LOAN SERVICES, a division of PNC Bank, National Association (the "Lender" or "Beneficiary", as the context may require), whose mailing address is 10851 Mastin, Suite 300, Overland Park, Kansas 66210, Attn: President. All capitalized terms used but not defined herein shall have the meanings specified in the Loan Agreement (as hereafter defined).

RECITALS

A. Pursuant to the terms and conditions of that certain Loan and Security Agreement dated as of May 4, 2007, as supplemented by the First Loan and Security Agreement Supplement dated as of May 4, 2007, and as further supplemented by the Loan and Security Agreement Supplement dated as of May 4, 2012, and as amended and restated by that certain First Amended and Restated Loan and Security Agreement dated as of March 15, 2013, by and among Lender, Grantor and American Tower Asset Sub II, LLC ("Asset Sub II"), a Delaware limited liability company (the "Original Loan Agreement"), Lender agreed to make a loan to Grantor and certain Affiliates of Grantor (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Existing Loan").

B. Grantor, Asset Sub II and Lender have entered into (i) that certain Second Amended and Restated Loan Agreement dated of even date herewith (the "Second Amendment") pursuant to which, inter alia, Lender provides the Borrowers with the right to increase the amount of the Existing Loan, and (ii) that certain Second Trust Agreement Supplement dated of even date herewith (the "Second Supplement") pursuant to which, inter alia, the Lender has agreed to advance to the Borrowers an increase in the Existing Loan (the Existing Loan as so modified, herein called the "Loan" and the Original Loan Agreement as modified by the Second Amendment and the Second Supplement, herein called the "Loan Agreement").

C. The Loan is secured, inter alia, by that certain Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of May 4, 2007, executed by Grantor in

favor of Stewart Title of Oregon, Inc., an Oregon corporation ("Trustee"), who address is 2020 SW Fourth Avenue, Suite 190, Portland Oregon, for the use and benefit of Lender and encumbering the property described on Exhibit A attached hereto (the "Property") and recorded in the real property records as set forth on Exhibit A attached hereto (collectively, as amended hereby, the "Deed of Trust").

D. In connection with such modifications, Grantor and Lender desire to make certain amendments to the Deed of Trust, all as more particularly set forth herein;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Modifications to Deed of Trust. Grantor and Lender agree to modify the Deed of Trust as follows:

(a) Any reference in the Deed of Trust to the "Loan Agreement" shall mean the Original Loan Agreement, as amended by the Second Amendment and the Second Supplement, and as same may be further modified, supplemented, extended, restated or renewed from time to time.

(b) Notwithstanding any provisions to the contrary contained herein, the maturity date of the Obligations is March 15, 2048

2. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State in which the Property is located except that the provisions of the laws of the jurisdiction in which the Land (as defined in the Deed of Trust) is located shall be applicable to the creation, perfection and enforcement of the lien created by the Deed of Trust. The invalidity, illegality or unenforceability of any provision of this Amendment shall not affect or impair the validity, legality or enforceability of the remainder of this Amendment, and to this end, the provisions of this Amendment are declared to be severable.

3. Ratification of Lien. Each and every term, condition, warranty and provision of the Deed of Trust shall remain in full force and effect in accordance with its terms, except as amended by this Amendment. Grantor expressly acknowledges, reaffirms and ratifies each and every term, condition, warranty and provision of the Deed of Trust (except as amended by this Amendment), that the Deed of Trust remains a first lien priority on the Property (as defined in the Deed of Trust) and agrees that no part of the foregoing amendments or modifications shall have the effect of novating, releasing, relieving or diminishing any obligations of Grantor under the Deed of Trust.

4. Entire Agreement. This Amendment and the Deed of Trust, as the same has been amended by this Amendment, set forth the entire understanding of the parties with respect to the matters set forth herein, and shall supersede any prior negotiations, commitment letters, or agreements, whether written or oral, with respect to such matters.

5. Successors and Assigns. All provisions of this Amendment shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

6. Counterparts. This Amendment may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

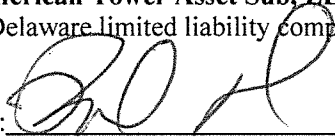
7. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Lender has been recorded in the records of Klamath County Oregon, as Instrument No. 2018-011844 .

[Signatures begin on following page]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Lender on the date appearing in the acknowledgments below to be effective as of the date first above written.

GRANTOR:

American Tower Asset Sub, LLC
a Delaware limited liability company

By: 

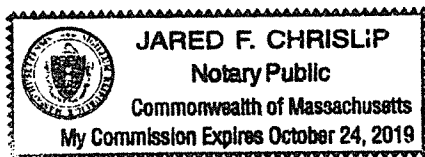
Name: Richard P. Palermo
Title: Authorized Signatory

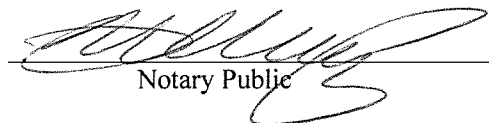
NOTARY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 7th day of September, 2018, personally appeared Richard P. Palermo, a Authorized Signatory of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company, as duly authorized, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed, and the free act and deed of said limited liability company, before me.




Notary Public

My Commission Expires 10/24/19

[Signature Page Follows]

LENDER:

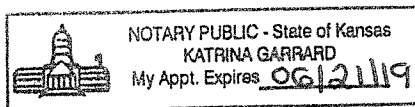
U.S. BANK NATIONAL ASSOCIATION, as Trustee,
successor in interest to Bank of America, N.A., successor
by merger to LaSalle Bank National Association, as
Trustee, for American Tower Trust I, Secured Tower
Revenue Securities

MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association, as
agent and attorney-in-fact

By: Cynthia A. Bicknell
Name: Cynthia A. Bicknell
Title: Senior Vice President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of Aug., 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Cynthia A. Bicknell, to me personally known, who, being by me duly sworn, did say that he/she is the SVP of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting as the agent and attorney-in-fact for U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities; that said instrument was signed and sealed on behalf of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association and that the execution of said instrument to be the voluntary act and deed of said MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting in the aforesaid capacity, by it and by him/her voluntarily executed.



Katrina Garrard
Notary Public in and for the State of Kansas
Katrina Garrard

EXHIBIT A

Legal Description(s)

The Legal Description(s) for the below Site(s) as specified in the subject Mortgage is/are attached.

| te Number | Site Name | County | State | Mortgagor | Mortgage Recording Information |
|----------------------|------------------|---------------|--------------|-------------------------------|---------------------------------------|
| 00308321 | East Klamath | KLAMATH | OR | American Tower Asset Sub | 12/03/07, Inst.#2007-020237 |
| | | | | Total Number of Sites: | 1 |

DESCRIPTION OF THE OWNED LAND
(Klamath County, Oregon)

None.

DESCRIPTION OF THE TRUST LEASE
(Klamath County, Oregon)

| Tower | Title | Date | Lessor | Lessee |
|--------------|----------------------------|----------------|--|-----------------------|
| 308321 | Option and Lease Agreement | March 16, 2000 | Robert A. Stewart and Marilyn J. Stewart | WesTower Leasing Inc. |

**DESCRIPTION OF THE LEASED LAND
(Klamath County, Oregon)**

The legal description for each of the following sites is attached.

Tower 308321

ATC Site Number: 308321
ATC Site Name: East Klamath
Klamath County, OR

LEGAL DESCRIPTION

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST ONE-SIXTEENTH (1/16) CORNER OF SECTION 6 IN TOWNSHIP 39 SOUTH, RANGE 10 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, THENCE N 60° 19' 00" W, 1,321.21 FEET TO A 5/8 INCH IRON REBAR FOR THE TRUE POINT OF BEGINNING OF THE COMMUNICATIONS SITE TO BE DESCRIBED;

THENCE S 88° 30' 35" W, 100.00 FEET TO A 5/8" IRON REBAR;
THENCE N 01° 29' 25" W, 100.00 FEET TO A 5/8" IRON REBAR;
THENCE N 88° 30' 35" E, 100.00 FEET TO A 5/8 INCH IRON REBAR;
THENCE S 01° 29' 25" E, 100.00 FEET TO THE TRUE POINT OF BEGINNING.

(BASIS OF BEARING - SURVEY NO. 2199, FILED IN THE OFFICE OF THE KLAMATH COUNTY SURVEYOR)