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Klamath County, Oregon

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**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF EASEMENTS AND
ASSIGNMENT OF LEASES AND RENTS**

between

**B MELTEL LLC (successor by merger to
MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL, LLC)**

("Trustor")

and

**DEUTSCHE BANK TRUST COMPANY AMERICAS, A NEW YORK BANKING
CORPORATION**

("Beneficiary")

**FIRST AMENDMENT TO
DEED OF TRUST, ASSIGNMENT OF EASEMENTS AND ASSIGNMENT OF LEASES AND
RENTS**

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF EASEMENTS AND ASSIGNMENT OF LEASES AND RENTS (this "Amendment") is made as of April 15, 2019, between **B MELTEL LLC (successor by merger to MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL, LLC)**, a Delaware limited liability company, having its principal place of business at 4 Greenwich Office Park, Greenwich, Connecticut 06831, as Grantor ("Trustor") and **DEUTSCHE BANK TRUST COMPANY AMERICAS**, a New York banking corporation, acting in its capacity as Indenture Trustee under the Indenture referred to below, having an address at c/o Deutsche Bank National Trust Company, 100 Plaza One, Jersey City, New Jersey 07311-3901, Attention: Trust & Securities Services, (together with its successors and assigns, the "Beneficiary"). All capitalized terms used but not defined herein shall have the meanings specified in the Deed of Trust (as hereafter defined).

RECITALS

A. Pursuant to the terms and conditions of that certain Indenture dated as of November 27, 2012 by and among Trustor, Beneficiary and certain affiliates of Trustor (the "Original Indenture"), Trustor and its affiliates issued the Debt to Beneficiary, in its capacity as Indenture Trustee for the benefit of the Noteholders under the Indenture (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Existing Obligations").

B. Certain affiliates of Beneficiary have entered into that certain Amended and Restated Indenture dated of even date herewith, pursuant to which, inter alia, the maturity date of the Existing Obligations has been extended (the Existing Obligations as so modified, herein called the "Obligations" and the Original Indenture as modified by the aforesaid Amended and Restated Indenture, herein called the "Indenture").

C. The Obligations are secured by, inter alia, that certain Deed of Trust and Assignment of Leases and Rents dated as of March 5, 2014, executed by Trustor in favor of Beneficiary 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-1 attached hereto (collectively, as amended hereby, the "Deed of Trust").

D. In connection with the foregoing modifications to the Existing Obligations and the Original Indenture, Trustor and Beneficiary 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. Trustor and Beneficiary agree to modify the Deed of Trust as follows:

(a) Any reference in the Deed of Trust to the "Indenture" shall mean the Original Indenture, as amended by the Amended and Restated Indenture of even date herewith, and as same may be further amended, modified, supplemented, extended, restated or renewed from time to time.

(b) The Maturity Date of the Debt is hereby amended to reflect the date that is thirty (30) years from the date hereof.

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. Trustor 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 Trustor 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.

[Signatures begin on following page]

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

TRUSTOR:

B MELTEL LLC (successor by merger to MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL LLC), a Delaware limited liability company

By: Joshua Oboler
Name: Joshua Oboler
Title: Authorized Signatory

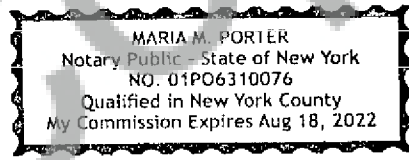
STATE OF NEW YORK

COUNTY OF NEW YORK

On this 4 day of NOV, 2019, personally appeared Joshua Oboler, the Authorized Signatory of B MELTEL LLC (successor by merger to MELTEL II VALENTINE LLC F/K/A VALENTINE CAPITAL 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 of said limited liability company, before me.

Maria M. Porter
Notary Public

My Commission Expires: _____



BENEFICIARY:

**DEUTSCHE BANK TRUST COMPANY
AMERICAS, a New York Banking corporation,
acting in its capacity as Indenture Trustee
under the Indenture**

By: [Signature]
Name: Louis Bodi
Title: Vice President

By: [Signature]
Name: Mark DiGiacomo
Title: Vice President

STATE OF NEW YORK

COUNTY OF NEW YORK

On Oct 16th, 2019, before me, the undersigned, personally appeared Louis Bodi, Vice President and Mark DiGiacomo, Vice President of Deutsche Bank Trust Company Americas, a New York banking corporation, acting in its capacity as Indenture Trustee under the Indenture, known to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, that by their signatures on the instrument, the individuals upon behalf of which the individuals acted, executed the instrument, and that such individuals made such appearance before the undersigned in the County of New York, State of New York.

[Signature]
Notary Public in and for the State of New York
Name: _____
My Commission Expires: _____

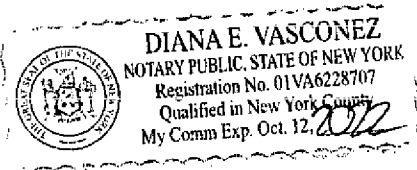


EXHIBIT A

Legal Description(s)

The Legal Description(s) for the below listed Site(s) as specified in the subject Deed of Trust are attached.

Site Number	Address	County	State
428181/W0139W	14130 Matney Rd, Klamath Falls	Klamath	Oregon

Parcel 1 of Minor Land Partition 7-90 located in the SE1/4 of Section 12, Township 40 South, Range 9 East, Willamette Meridian and in the SE1/4 of the SW1/4 of Section 7, Township 40 South, Range 9 East, Willamette Meridian, Klamath County, Oregon, as filed in the office of the Klamath County Clerk.

Being also known as the NE1/4 SE1/4 and that portion of the NW1/4 SE1/4 lying East of the canal in Section 12, Township 40 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying within the railroad right of way.

EXHIBIT A-1

DESCRIPTION OF MORTGAGE OR DEED OF TRUST

That certain Deed of Trust and Assignment of Leases and Rents made by Valentine Capital, LLC, a Delaware limited liability company, as Trustor, to Chicago Title Insurance Company, as Trustee for the benefit of/and Deutsche Bank Trust Company Americas, a New York banking corporation, acting in its capacity as Indenture Trustee under the Indenture, dated as of November 27, 2012, as Beneficiary, recorded on March 18, 2014, in/under Instrument No. 2014-002298 with the records of Klamath County, Oregon.