

AFTER RECORDING RETURN TO:
Eversheds Sutherland (US) LLP
Attention: Jenny Worthy
999 Peachtree Street NE, Suite 2300
Atlanta, Georgia 30309-3996

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

This First Amendment to Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this “**Amendment**”) is entered into effective as of May 27, 2021, by and between **HUNTER COMMUNICATIONS & TECHNOLOGIES LLC** (“**Grantor**”), and **COBANK, ACB**, in its capacity as Administrative Agent for the Secured Parties (“**Beneficiary**”).

Recitals

A. Grantor executed for the benefit of Beneficiary, that certain Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated September 1, 2020, recorded in the Official Records of (i) Josephine County, Oregon as Instrument No. 2020-013167; (ii) Klamath County, Oregon as Instrument No. 2020-011097; and (iii) Jackson County, Oregon as Instrument No. 2020-031958 (the “**Deed of Trust**”), covering certain real property located in the Counties of Josephine, Klamath and Jackson, State of Oregon, and more particularly described in the Deed of Trust and on Exhibit A attached hereto (the “**Property**”).

B. The Deed of Trust was granted to secure, among other things, that certain Credit Agreement (as modified by the Closing Date Borrower Joinder Agreement (as defined below) and as it may be amended, modified, supplemented, extended or restated from time to time, the “**Credit Agreement**”), dated as of April 13, 2020, by and among Hunter Communications Intermediate Holdings, LLC, a Delaware limited liability company (the “**Initial Borrower**” and, collectively with Grantor, the “**Borrowers**”), the other Loan Parties defined therein as may from time to time become parties thereto, the various financial institutions as are, or may from time to time become, parties thereto as lenders (collectively, the “**Lenders**”), and the Beneficiary, in its capacity as Administrative Agent.

C. Pursuant to that certain Closing Date Borrower Joinder Agreement, dated as of April 13, 2020 (the “**Closing Date Borrower Joinder Agreement**”), by and among Grantor, the Initial Borrower and the Beneficiary, the Grantor was joined as an additional borrower party to the Credit Agreement.

1 – FIRST AMENDMENT TO DEED OF TRUST

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D. Borrowers, Hunter Communications Payroll LLC, a Delaware limited liability company, and Beneficiary, in its capacity as Administrative Agent and sole Lender, have entered into that certain First Agreement Regarding Amendments to the Credit Agreement (the “**First Amendment**”), dated as of May 27, 2021, amending the Credit Agreement to provide an additional \$3,000,000 revolving credit facility to Borrowers (the “**Additional Revolving Facility**”).

E. Grantor and Beneficiary desire to amend the Deed of Trust to increase the maximum principal amount to be advanced under the Deed of Trust to reflect the Additional Revolving Facility.

Terms and Conditions

Therefore, the parties hereto (individually, a “**Party**” and collectively, the “**Parties**”), agree to amend the Deed of Trust (unless otherwise indicated, all capitalized terms used herein shall have the same meanings as are attributed thereto in the Deed of Trust) as follows:

1. The above recitals are true and correct and hereby incorporated into this Amendment.

2. The Deed of Trust is hereby amended to reflect that the maximum principal amount to be advanced under the Deed of Trust shall be \$33,000,000; however, such maximum principal amount to be advanced may be exceeded by principal advances made to complete construction of improvements upon the Property or such other purposes as are identified in ORS 86.155. Appendix A attached to the Deed of Trust is hereby deleted in its entirety and replaced with Appendix A attached hereto.

3. The Property shall remain subject to the lien, charge or encumbrance of the Deed of Trust and nothing contained in the Deed of Trust shall affect or be construed to affect the liens, charges or encumbrances of the Deed of Trust, or the priority of the Deed of Trust over other liens, charges or encumbrances, or to release or affect the liability of any party or parties who may now or hereafter be liable under or on account of the Credit Agreement and/or the Deed of Trust. Grantor acknowledges and agrees that the Credit Agreement (as modified by the First Amendment) evidences a valid and subsisting debt of Grantor and that all liens and security interests securing payment of the Obligations, including the lien of the Deed of Trust, are valid and subsisting, shall remain in full force and effect, and are hereby brought forward, extended and renewed to secure payment of the Loans.

4. All terms and conditions of the Deed of Trust not expressly modified herein remain in full force and effect, without waiver or amendment. This Amendment and the Deed of Trust shall be read together, as one document. This Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same agreement.

5. This Amendment is being executed in multiple originals in order to be recorded simultaneously in the counties where the Property is located. All such originals shall constitute one and the same Amendment.

[signatures appear on the following page]

Executed as of the day and year first above written.

GRANTOR:

HUNTER COMMUNICATIONS &
TECHNOLOGIES LLC

By: [Signature]
Name: Sam Ackley
Title: Chief Operating Officer

STATE OF Oregon
County of Jackson ss.

This instrument was acknowledged before me on the 2 day of Sept, 2021, by
Sam Ackley, as C.O.O of Hunter Communications
Technologies LLC, on behalf of the limited liability company.



[Signature]
NOTARY PUBLIC FOR Oregon
My Commission Expires: 12.29.23

[Signatures and acknowledgements continue on following page]

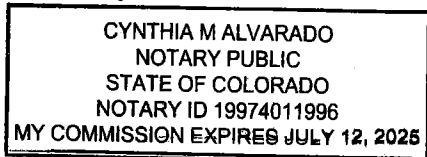
BENEFICIARY:

COBANK, ACB, as Administrative Agent

By: [Signature]
Name: Jared Greene
Title: Assistant Corporate Secretary

STATE OF Colorado)
County of Arapahoe) ss.

This instrument was acknowledged before me on the 24th day of August, 2021, by Jared Greene, as Asst. Corp. Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States, on behalf of the federally-chartered instrumentality.



Cynthia M. Alvarado
NOTARY PUBLIC FOR CYNTHIA M. ALVARADO
My Commission Expires: 07-12-2025

EXHIBIT A

Legal Description

JACKSON COUNTY PROPERTIES:

PARCEL I:

Lot 7, VILAS INDUSTRIAL PARK PHASES 2 AND 3, a Subdivision in the City of Medford, Jackson County, Oregon, according to the official plat thereof, recorded in Volume 26, Page 22, Plat Records

PARCEL II:

Lot 16, VILAS INDUSTRIAL PARK PHASES 2 AND 3, a Subdivision in the City of Medford, Jackson County, Oregon, according to the official plat thereof, recorded in Volume 26, Page 22, Plat Records

PARCEL III:

Lot 17 of VILAS INDUSTRIAL PARK, PHASE 2 AND 3, according to the official plat thereof, now of record, in Jackson County, Oregon, recorded in Volume 26, Page 22 Plat Records. EXCEPTING THEREFROM the following described tract: Beginning at a 5/8" iron pin marking the southeast corner of Lot 17 of Vilas Industrial Park, Phase 2 and 3, according to the official plat thereof, now of record, in Jackson County, Oregon; thence North 0°04'29" West, along the east line of said Lot, a distance of 284.64 feet to the northeast corner thereof; thence South 89°55'10" West, 15.0 feet; thence South 0°04'29" East, parallel with and 15.0 feet West of said east line, 284.53 feet to the south line of said Lot; thence South 89°43'30" East, along said south line, 15.0 feet to the Point of Beginning.

JOSEPHINE COUNTY PROPERTY

PARCEL IV:

Beginning at a point 21.87 chains North and 250.00 feet East of the Southwest Corner of Donation Land Claim No. 38 in Section 17, Township 36 South, Range 5 West of the Willamette Meridian in Josephine County, Oregon; thence East, 140.78 feet to a point on the West right-of-way line of the Southern Pacific Railroad; thence North along said West right-of-way line a distance of 150.00 feet; thence West, 140.78 feet; thence South a distance of 150.00 feet, to the place of beginning.

KLAMATH COUNTY PROPERTY

Lots 4D and the North 8.33 feet of Lot 4C, Lots 3C, 3D, 2E, 2D, 2C, 2B, 2A, 1D, and the Westerly 15 feet of Lot 1C, all in Block 4, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, according to the supplemental plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

APPENDIX A – CERTAIN OBLIGATIONS, ETC.

1. The “Obligations” referred to in Section 1.01 are as follows:

<u>Promissory Note</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
Term Loan Note	April 13, 2020	\$25,000,000.00	April 13, 2027
Amended and Restated Revolving A-1 Note	May 27, 2021	\$5,000,000.00	April 11, 2025
Revolving A-2 Note	May 27, 2021	\$3,000,000.00	April 11, 2025

The parties hereto agree and acknowledge that the Loans (as evidenced by the above described Promissory Notes) may be paid and reborrowed by Borrowers pursuant to the terms of the Credit Agreement.