

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

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

This Second 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 October 11, 2022, by and between **HUNTER COMMUNICATIONS & TECHNOLOGIES LLC** ("**Grantor**"), and **COBANK, ACB**, in its capacity as Administrative Agent for the Secured Parties ("**Beneficiary**").

**Recitals**

A. Reference is made to that certain Credit Agreement, dated as of April 13, 2020, by and among the Grantor, Hunter Communications Intermediate Holdings LLC, a Delaware limited liability company (the "**Initial Borrower**" and, collectively with Grantor, the "**Borrowers**"), the other Loan Parties (as defined therein) from time to time parties thereto, the Lenders (as defined therein) from time to time parties thereto and the Beneficiary, in its capacity as Administrative Agent (as defined therein) (as amended, modified, supplemented, extended or restated from time to time prior to December 23, 2021, the "**Original Credit Agreement**").

B. To secure the obligations under the Original Credit Agreement, the 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 as of September 1, 2020 (the "**Original Deed of Trust**"), 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, 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**").

C. The Original Deed of Trust was amended pursuant to that certain First Amendment to Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 27, 2021 (the "**First Amendment**"; the Original Deed of Trust, as amended by the First Amendment, the "**Deed of Trust**"), recorded in the Official Records of (i) Josephine County, Oregon as Instrument No. 2021-016113; (ii) Klamath County, Oregon as Instrument No. 2021-013583; and (iii) Jackson County, Oregon as Instrument No. 2021-039103.

D. The Original Credit Agreement was amended and restated pursuant to that certain Amended and Restated Credit Agreement, dated as of December 23, 2021, by and among the Borrowers, the other Loan Parties (as defined therein) as may from time to time become parties thereto, the various financial institutions from time to time parties thereto as lenders (the “**Lenders**”) and the Beneficiary, in its capacity as administrative agent (the “**Administrative Agent**”) (as amended, modified, supplemented, extended or restated from time to time, the “**Credit Agreement**”), which provides for, among other things, a loan or loans and other financial accommodations to the Borrowers in the maximum principal amount outstanding at any one time not to exceed \$78,000,000 (collectively, the “**Loan**” or “**Loans**” as the context so requires), and an extension of the latest maturity date of the credit facilities evidenced therein.

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, reflect the amended and restated credit facilities evidenced under the Credit Agreement, and extend the latest maturity date of the credit facilities.

### 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 amended hereby) as follows:

1. The above recitals are true and correct and hereby incorporated into this Amendment.
2. Each reference in the Deed of Trust to the “Credit Agreement” shall be a reference to the “Credit Agreement” as defined in this Amendment.
3. Each reference in the Deed of Trust to the “Loan” or “Loans” shall be a reference to the “Loan” or “Loans” as defined in this Amendment.
4. The Deed of Trust is hereby amended to reflect that each of the maturity date listed on the front page of the Deed of Trust and the “Initial Maturity Date” as defined in the Deed of Trust is December 23, 2028.
5. The Deed of Trust is hereby amended to reflect that the maximum principal amount to be advanced under the Deed of Trust shall be \$78,000,000; 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.
6. 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

### 2 – SECOND AMENDMENT TO DEED OF TRUST

47291957.3

**AMERITITLE** has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

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 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.

7. 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.

8. 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: Michael Wynschenk  
Title: Chief Executive Officer

STATE OF Oregon )  
County of Jackson ) ss.

This instrument was acknowledged before me on the 23 day of September 2022, by  
Michael Wynschenk as CEO 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:**

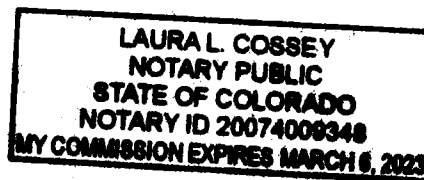
COBANK, ACB, as Administrative Agent

By: *Lennie Blakeslee*  
Name: Lennie Blakeslee  
Title: Managing Director

STATE OF Colorado )  
County of Arapahoe ) ss.

This instrument was acknowledged before me on the 6 day of October, 2022, by Lennie Blakeslee, as Managing Director of CoBank, ACB, a federally-chartered instrumentality of the United States, on behalf of the federally-chartered instrumentality.

*Laura L. Cossey*  
NOTARY PUBLIC FOR State of Colorado  
My Commission Expires: March 6, 2023



5 – SECOND AMENDMENT TO DEED OF TRUST

AMERITITLE has recorded this instrument by request as an accommodation and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

**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>
Amended and Restated Term A-1 Loan Note	December 23, 2021	\$30,000,000.00	December 23, 2028
DDT A-1 Loan Note	December 23, 2021	\$15,000,000.00	December 23, 2028
DDT A-2 Loan Note	December 23, 2021	\$15,000,000.00	December 23, 2028
Revolving Note	December 23, 2021	\$18,000,000.00	December 23, 2026

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.