

2023-005998

Klamath County, Oregon

07/19/2023 11:32:02 AM

Fee: \$152.00

THIS DOCUMENT PREPARED BY:

Robert W. Mouton, Esq.
Locke Lord LLP
601 Poydras Street, Suite 2660
New Orleans, LA 70130
(504) 558-5113

AFTER RECORDING RETURN TO:

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

LINE OF CREDIT TRUST DEED

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

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

to

**STEWART TITLE OF OREGON, INC.,
as trustee ("Trustee")**

for the benefit of

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY, BUT SOLELY AS TRUSTEE, SUCCESSOR TRUSTEE TO U.S. BANK,
NATIONAL ASSOCIATION, SUCCESSOR TRUSTEE 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, [AS
SUCCESSOR IN INTEREST TO AMERICAN TOWER DEPOSITOR SUB, LLC] ("Beneficiary")**

Maximum Principal Amount to be advanced is \$1,894,900,000.00.

The Maturity Date of the Obligations secured hereby, exclusive of any option to renew or extend, is
March 13, 2053.

Second Amendment to Deed of Trust - Oregon

Site Nos: See Exhibit A attached hereto.

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

THIS SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment") is made as of the 20th day of June, 2023, between AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company ("Grantor"), whose address for notice hereunder is 10 Presidential Way, Woburn, Massachusetts 01801, to STEWART TITLE OF OREGON, INC., an Oregon corporation ("Trustee"), whose address is [2020 SW Fourth Avenue, Suite 190, Portland, Oregon 97201], for the use and benefit of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, but solely as trustee, successor trustee to U.S. Bank, National Association, successor trustee 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, [as successor in interest to American Tower Depositor Sub, LLC] (the "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, and as further supplemented and amended by the Second Amended and Restated Loan and Security Agreement dated as of March 29, 2018 by and among Beneficiary, Grantor and American Tower Asset Sub II, LLC ("Asset Sub II"), a Delaware limited liability company (collectively, the "Original Loan Agreement"), Beneficiary 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 Beneficiary have entered into that certain Second Supplement and Amendment to Second Amended and Restated Loan and Security Agreement dated of even date herewith (the "Second Supplement and Amendment") pursuant to which, inter alia, the amount of the Existing Loan has been increased (the Existing Loan as so modified, herein called the "Loan" and the Original Loan Agreement as modified by the Second Supplement and Amendment, 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 executed by Grantor in favor of Trustee for the benefit of the Beneficiary dated as of May 4, 2007, encumbering the real property described on Exhibit A attached hereto (the "Property"), as same may have been amended and as recorded in the real

property records as set forth on Exhibit A attached hereto (collectively, together with any recorded amendments and as amended hereby or hereafter, the "Deed of Trust").

D. In connection with such modifications, Grantor 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. Grantor and Beneficiary 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 Supplement and Amendment, and as same may be further modified, supplemented, extended, restated or renewed from time to time.

(b) Any reference in the Deed of Trust to the "Loan Documents" shall mean all Loan Documents as amended, restated or supplemented as of the date hereof.

(c) The Maturity Date of the Notes and all of the Obligations secured by the Deed of Trust is March 13, 2053.

(d) Recital C of the Deed of Trust is revised to delete the reference to ONE BILLION SEVEN HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$1,750,000,000.00), and to replace same with ONE BILLION EIGHT HUNDRED NINETY-FOUR MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,894,900,000.00), and to delete the Maturity Date of the Notes as referenced therein.

(e) The following Section 36 is hereby inserted after Section 35 of the Deed of Trust:

Section 37. Line of Credit Trust Deed. This Deed of Trust secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement. The maximum amount secured hereby is limited to the product of 1.5 and the Loan amount specified in Recital C hereof. This Deed of Trust shall secure not only the original indebtedness but also any additional indebtedness created pursuant to the Loan Agreement, whether such advances are obligatory or are to be made at the option of the Lenders or otherwise, to the same extent and with the same priority of lien as if such future advances had been made at the time this Deed of Trust is recorded. The total amount of indebtedness secured by this Deed of Trust may increase or decrease from time to time, but the amount so secured at any one time shall not exceed the maximum amount specified in this Deed of Trust, plus interest thereon at the rate provided in the Loan Agreement, and plus any disbursements made by the Beneficiary to protect the security of this Deed of Trust, with interest on such disbursements at the Default Rate.

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 and Enforcement 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. Further, Grantor covenants and agrees that Beneficiary (including any successors and assigns from and after the date hereof), in its capacity as Trustee of American Tower Trust I, Secured Tower Revenue Securities, is the proper and only party having the legal right to enforce and foreclose upon the Deed of Trust, and that Beneficiary is the current and holder of the Obligations and the Deed of Trust as of the date hereof.

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. Statutory Notices.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY BENEFICIARY CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BENEFICIARY TO BE ENFORCEABLE.

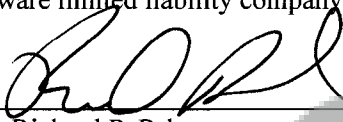
8. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Beneficiary has ~~been recorded in the records of Marion County, Oregon, as Instrument No. 202300012069, Book 4705, Page 154.~~ will be recorded simultaneously herewith.

[Signatures begin on following page]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Beneficiary 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

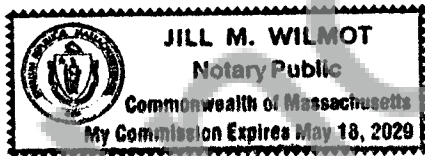
By: 
Name: Richard P. Palermo
Title: Authorized Signatory

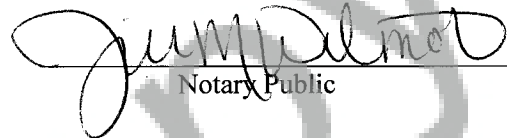
NOTARY ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me this 20th day of June, 2023, by Richard P. Palermo, the Authorized Signatory of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company, on behalf of the limited liability company, and who is personally known to me.




Notary Public

My Commission Expires 5-18-2029

[Signature Page Follows]

BENEFICIARY:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee, Successor Trustee to U.S. Bank, National Association, Successor Trustee 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

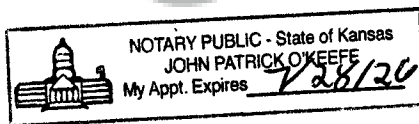
By: MIDLAND LOAN SERVICES,
a division of PNC Bank, National Association, as
agent and attorney-in-fact

By: 
Name: David Bornheimer
Title: Senior Vice President

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 20 day of June, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared David Bornheimer, to me personally known, who, being by me duly sworn, did say that he/she is the Senior Vice President of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting as the agent and attorney-in-fact for U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee, Successor Trustee to U.S. Bank, National Association, Successor Trustee 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.

Witness my hand and official seal.




Notary Public in and for the State of Kansas John Patrick O'Keefe

Exhibit A

Legal Description(s)

The legal description(s) for the below Site(s) as specified in the subject mortgage or Deed of Trust are attached.

Tower Number	Tower Name	County	State	American Tower Owning Company	MTG/DOT	First Amendment Recording Information
00308321	East Klamath	KLAMATH	OR	American Tower Asset Sub	12/03/07, Inst.#2007-020237	9/28/18, Inst#2018-011865
					Total	

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

None.

Unofficial
Copy

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

Unofficial
Copy

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)