



2024-004807
Klamath County, Oregon
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Fee: \$122.00

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

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

This Third 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 February 21, 2024, 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 Amended and Restated Credit Agreement, dated as of December 23, 2021, by and among the Grantor, Hunter Communications Intermediate Holdings LLC, a Delaware limited liability company (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) (the “**Original Credit Agreement**”).

B. The obligations under the Credit Agreement are secured by that certain Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of September 1, 2020 (“**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**”), as amended by (A) 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**”), 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 and (B) that certain Second Amendment to Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 11, 2022 (the “**Second Amendment**”; the Original Deed of Trust, as amended by the First Amendment and the Second Amendment, the “**Deed of Trust**”), recorded in the Official Records of (i) Josephine County, Oregon as

Instrument No. 2022-015013; (ii) Klamath County, Oregon as Instrument No. 2022-014336; and (iii) Jackson County, Oregon as Instrument No. 2022-035396.

C. The Original Credit Agreement was amended pursuant to that certain Joinder, First Amendment to Amended and Restated Credit Agreement and Reaffirmation Agreement, dated as of November 21, 2023, by and among the Borrowers, the other Loan Parties (as defined therein) and as may from time to time become parties thereto, the Lenders and the Beneficiary, in its capacity as Administrative Agent (as so amended, and as may be further amended, modified, supplemented, extended or restated from time to time, the “**Credit Agreement**”).

D. The Credit Agreement now provides for, among other things, a loan or loans and other financial accommodations to the Borrowers in the maximum principal amount outstanding and other financial accommodations to the Borrowers in the maximum principal amount outstanding at any one time not to exceed \$148,000,000 (collectively, the “**Loan**” or “**Loans**” as the context so requires).

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 and reflect the amended credit facilities evidenced under the Credit Agreement.

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 the maximum principal amount to be advanced under the Deed of Trust shall be \$148,000,000; 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.

5. 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 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.

6. 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.

7. 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.

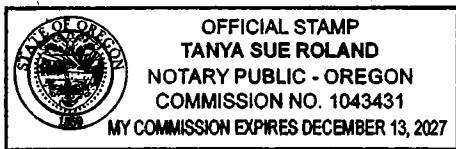
GRANTOR:

HUNTER COMMUNICATIONS &
TECHNOLOGIES LLC

By: [Signature]
Name: Sam Pauley
Title: Chief Financial Officer

STATE OF Oregon)
County of Jackson) ss.

This instrument was acknowledged before me on the 19 day of Mar, 2024, by
Sam Pauley, as CFO of Hunter Communications
Technologies LLC, on behalf of the limited liability company.



[Signature]
NOTARY PUBLIC FOR Oregon
My Commission Expires: 12.13.27

[Signatures and acknowledgements continue on following page]

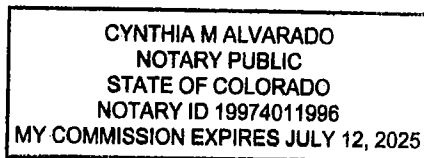
BENEFICIARY:

COBANK, ACB, as Administrative Agent

By: [Signature]
Name: Benjamin Shulze
Title: Assistant Corporate Secretary

STATE OF Colorado)
County of Arapahoe) ss.

This instrument was acknowledged before me on the 26 day of February, 2024, by Benjamin Shulze Assistant Corporate Secretary of CoBank, ACB, a federally-chartered instrumentality of the United States, on behalf of the federally-chartered instrumentality.



[Signature]
NOTARY PUBLIC FOR Colorado
My Commission Expires: July 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>
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
DDT A-3 Loan Note	November 21, 2023	\$70,000,000.00	December 23, 2028

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.