

DOUGLAS COUNTY, NV

2023-1000208

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TITLEVEST AGENCY, LLC.

SHAWNYNE GARREN, RECORDER

Assessor's Parcel Nos.: 1420-06-801-002 &  
1420-07-501-001

**THIS DOCUMENT PREPARED BY  
AND UPON RECORDATION RETURN TO:**

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

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

between

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

and

**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  
("Beneficiary")**

**First Amendment to Deed of Trust - Nevada**  
**Site Nos: See Exhibit A attached hereto.**

America:0101760/00220: 133679260v.1

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

**FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT** (this "Amendment") is made as of the 13<sup>th</sup> day of July, 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, and 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 (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 First Amendment to Deed of Trust, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of May 4, 2007, executed by Grantor and 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:

**First Amendment to Deed of Trust - Nevada**  
**Site Nos: See Exhibit A attached hereto.**

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 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).

(e) The following Section 37 of the Deed of Trust is hereby inserted after Section 36 of the Deed of Trust:

Section 36. Credit Line Deed of Trust and Future Advances. This Deed of Trust secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement. 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 product of 1.5 and the Loan amount specified in Section 1(d) of this Amendment, 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.

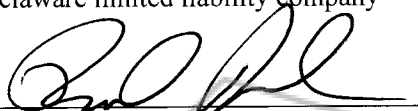
7. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Beneficiary has been recorded in the records of Clark County, Nevada, on April 28, 2023 as Instrument No. 20230428-0001696.

[Signature Pages Follow.]

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**

STATE OF MASSACHUSETTS )  
 ) ss:  
COUNTY OF SUFFOLK )

This instrument was acknowledged before me on the 11 day of July, 2023, by Richard P. Palermo, the Authorized Signatory of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company.

  
Notary Public, State of Massachusetts




Renata F. Santo  
NOTARY PUBLIC  
Commonwealth of Massachusetts  
My Commission Expires  
June 2, 2028

[Signature Page Follows]

**BENEFICIARY:**

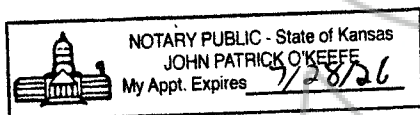
**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, not in its individual capacity, but solely as Trustee, Successor Trustee to U.S. Bank, National Association, Successor Trustee to Bank of America, N.A., successor by merger to LaSalle Bank National Association, as Trustee, for American Tower Trust I, Secured Tower Revenue Securities

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

By:   
Name: W Dugger Schwartz  
Title: Senior Vice President

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF JOHNSON        )

On this 13 day of July, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared W Dugger Schwartz, 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.



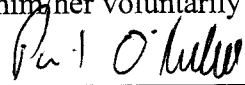
 John Patrick O'Keefe  
Notary Public in and for the State of Kansas

Exhibit A

Legal Description(s)

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

00306913

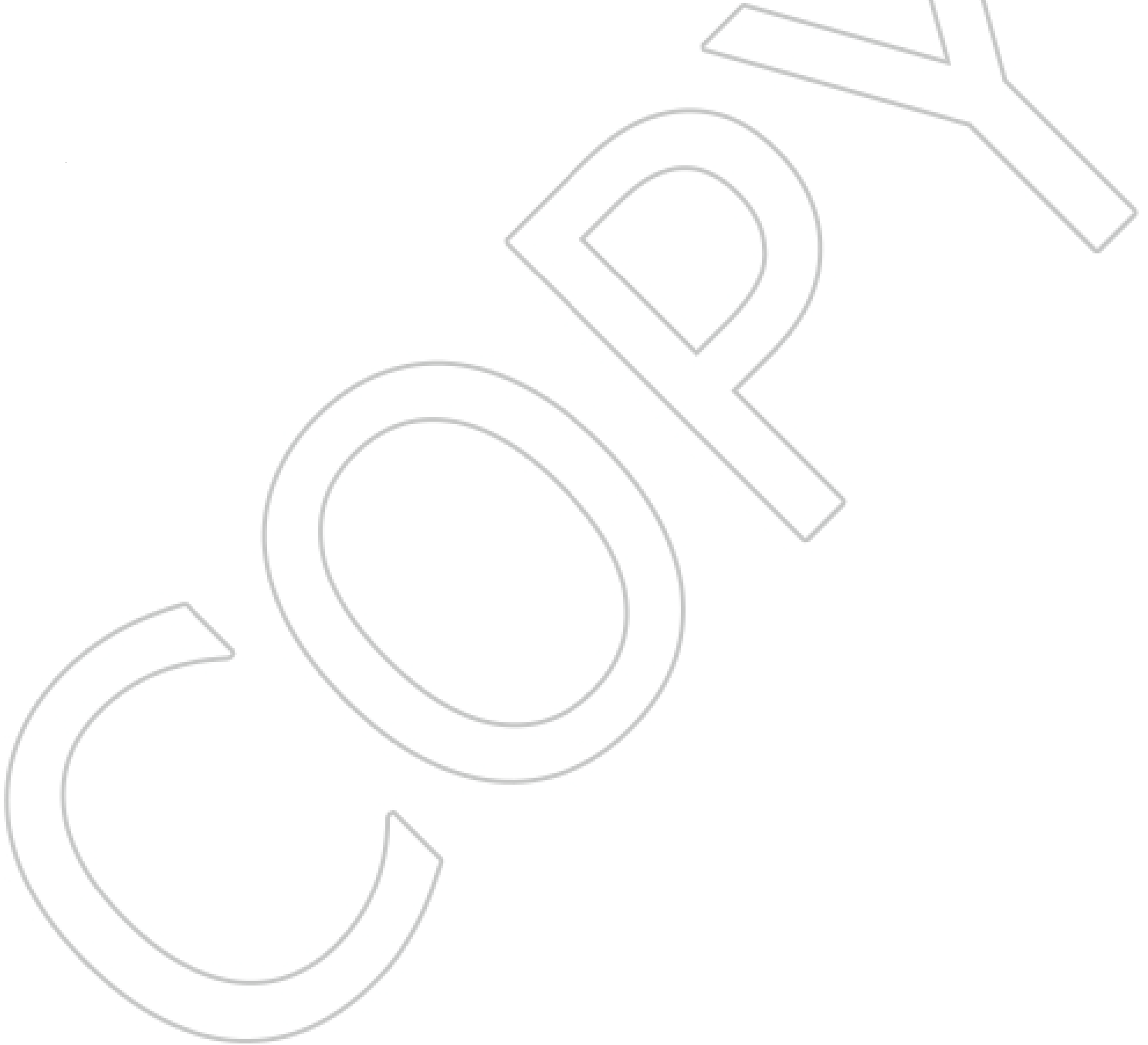
Carson City NV

DOUGLAS

NV

American Tower Asset Sub  
Total:

08/21/08, Inst #0728733  
1



**SCHEDULE A**

**DESCRIPTION OF THE OWNED LAND**

(attached hereto)

COPY

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**DESCRIPTION OF THE OWNED LAND**  
**(Douglas County, Nevada)**

None.

COPY

**SCHEDULE B-1**

**DESCRIPTION OF THE TRUST LEASE**

(attached hereto)

COPY

**DESCRIPTION OF THE TRUST LEASE**  
**(Douglas County, Nevada)**

<b>Tower</b>	<b>Title</b>	<b>Date</b>	<b>Lessor</b>	<b>Lessee</b>
306913	Authorization to Use Property	January 29, 1995	Carson Valley Community Church, Inc., a Nevada non-profit corporation	Smart SMR of California, Inc., a Delaware corporation, d/b/a Nextel Communications

## Lease Amendments

Nevada

Borrower: *American Tower Asset Sub, LLC*

Tower	Site Name	Amendment	Date
306913	Carson City NV	First Amendment to the Lease	6/1/2000
306913	Carson City NV	Second Amendment to the Lease	5/3/2001
306913	Carson City NV	Third Amendment to the Lease	6/12/2006

*Other amendments will not have a material adverse affect*

**SCHEDULE B-2**

**DESCRIPTION OF THE LEASED PROPERTY**

(attached hereto)

COPY

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**DESCRIPTION OF THE LEASED LAND  
(Douglas County, Nevada)**

The legal description for each of the following sites is attached.

Tower 306913

COPY

SITE NUMBER: 306913  
SITE NAME: CARSON CITY NV  
COUNTY: DOUGLAS  
STATE: NEVADA

ALL THAT CERTAIN PROJECT AREA SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BEING A PORTION OF THE WEST 1/2 OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING SOUTH 72°47'32" EAST, 104.24 FEET FROM THE NORTHWEST CORNER OF THE SAID WEST HALF (W1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 7; THENCE SOUTH 89°31'08" EAST, 60.00 FEET; THENCE SOUTH 00°48'57" WEST, 40.00 FEET; THENCE NORTH 89°31'08" WEST, 60.00 FEET; THENCE NORTH 00°48'57" EAST, 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,400 S.F. MORE OR LESS

Reference to previously recorded Deed of Trust in Inst.#0728733