

Recorded: 7/31/2018 at 12:05:10.0 PM
Fee Amount: \$72.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2018 PG: 2146

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

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

between

AMERICAN TOWER ASSET SUB, LLC
(“Mortgagor”)

and

**U.S. BANK NATIONAL ASSOCIATION, SUCCESSOR IN INTEREST TO BANK OF
AMERICA, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO LASALLE BANK
NATIONAL ASSOCIATION, AS TRUSTEE (“Lender”)**

First Amendment to Mortgage - Iowa

Site Nos: See Exhibit A attached hereto.

Instrument Number of Previously Recorded Mortgage: See Exhibit A attached hereto.

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

This FIRST AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment") is made as of the 29th day of March, 2018, between by American Tower Asset Sub, LLC, a Delaware limited liability company ("Mortgagor"), whose address for notice hereunder is 100 Presidential Way, Woburn, Massachusetts 01801, and U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest 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 "Lender", 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, by and among Lender, Mortgagor and American Tower Asset Sub II, LLC ("Asset Sub II"), a Delaware limited liability company (the "Original Loan Agreement"), Lender agreed to make a loan to Mortgagor and certain Affiliates of Mortgagor (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Existing Loan").

B. Mortgagor, Asset Sub II and Lender have entered into (i) that certain Second Amended and Restated Loan Agreement dated of even date herewith (the "Second Amendment") pursuant to which, inter alia, Lender provides the Borrowers with the right to increase the amount of the Existing Loan, and (ii) that certain Second Trust Agreement Supplement dated of even date herewith (the "Second Supplement") pursuant to which, inter alia, the Lender has agreed to advance to the Borrowers an increase in the Existing Loan (the Existing Loan as so modified, herein called the "Loan" and the Original Loan Agreement as modified by the Second Amendment and the Second Supplement, herein called the "Loan Agreement").

C. The Loan is secured, inter alia, by that certain Mortgage, Assignment of Leases and Rents, Fixture Filing and Security Agreement dated as of May 4, 2007, executed by Mortgagor and encumbering the property described on Exhibit A attached hereto (the "Property") and recorded in the real property records as set forth on Exhibit A attached hereto (collectively, as amended hereby, the "Mortgage").

D. In connection with such modifications, Mortgagor and Lender desire to make certain amendments to the Mortgage, 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 Mortgage. Mortgagor and Lender agree to modify the Mortgage as follows:

(a) Any reference in the Mortgage to the "Loan Agreement" shall mean the Original Loan Agreement, as amended by the Second Amendment and the Second Supplement, and as same may be further modified, supplemented, extended, restated or renewed from time to time.

(b) The Maturity Date specified in Section 36(c) of the Mortgage is hereby changed to reflect March 15, 2048.

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 Mortgage) is located shall be applicable to the creation, perfection and enforcement of the lien created by the Mortgage. 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 of Lien. Each and every term, condition, warranty and provision of the Mortgage shall remain in full force and effect in accordance with its terms, except as amended by this Amendment. Mortgagor expressly acknowledges, reaffirms and ratifies each and every term, condition, warranty and provision of the Mortgage (except as amended by this Amendment), that the Mortgage remains a first lien priority on the Property (as defined in the Mortgage) and agrees that no part of the foregoing amendments or modifications shall have the effect of novating, releasing, relieving or diminishing any obligations of Mortgagor under the Mortgage.

4. Entire Agreement. This Amendment and the Mortgage, 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.

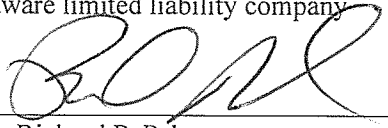
7. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Lender has been recorded in the records of Adair County, Iowa, as Instrument No. **B 2018 P 2141**

[Signatures begin on following page]

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Lender on the date appearing in the acknowledgments below to be effective as of the date first above written.

MORTGAGOR:

American Tower Asset Sub, LLC
a Delaware limited liability company

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

NOTARY ACKNOWLEDGMENT

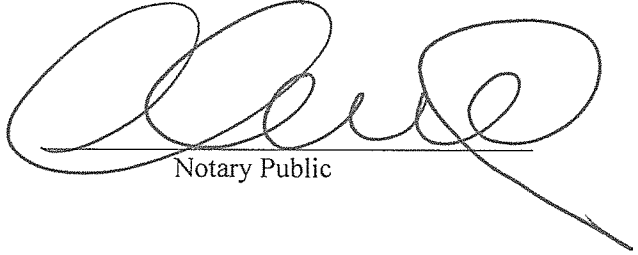
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

This instrument was acknowledged before me on this 31 day of May 2018, by Richard P. Palermo, as Authorized Signatory of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company.



CHRISTINA ABBIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
August 9, 2024


Notary Public

My Term Expires:

[Signature Page Follows]

LENDER

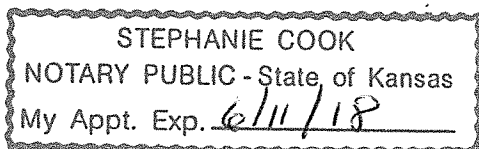
U.S. BANK NATIONAL ASSOCIATION, as Trustee,
successor in interest to Bank of America, N.A., successor
by merger to LaSalle Bank National Association, as
Trustee, for American Tower Trust I, Secured Tower
Revenue Securities

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

By: 
Name: David D. Spotts
Title: Senior Vice President
Servicing Officer

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 22 day of May, 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared David D. Spotts, to me personally known, who, being by me duly sworn, did say that he/she is the SVP of MIDLAND LOAN SERVICES, a division of PNC Bank, National Association, acting as the agent and attorney-in-fact for U.S. BANK NATIONAL ASSOCIATION, as Trustee, successor in interest 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.




Notary Public in and for the State of Kansas

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.

Site Number	Site Name	County	State	Mortgagor	Mortgage Recording Information
00303447	Nieman	DELAWARE	IA	American Tower Asset Sub	11/15/07, Bk. 2007/Pg 3681
				Total Number of Sites:	1

SCHEDULE A

DESCRIPTION OF THE OWNED LAND

(attached hereto)

DESCRIPTION OF THE OWNED LAND
(Delaware County, Iowa)

None.

SCHEDULE B-1

DESCRIPTION OF THE MORTGAGED LEASE

(attached hereto)

DESCRIPTION OF THE MORTGAGED LEASE
(Delaware County, Iowa)

Tower	Title	Date	Lessor	Lessee
303447	Option and Mortgaged Lease Agreement	August 6, 1999	Harold G. Nieman and Bernadine I. Nieman	SpectraSite Communications, Inc.

SCHEDULE B-2

DESCRIPTION OF THE LEASED PROPERTY

(attached hereto)

DESCRIPTION OF THE LEASED LAND
(Delaware County, Iowa)

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

Tower 303447

SITE: 303447
NIEMAN
DELAWARE COUNTY
IOWA

That part of the Northeast fractional Quarter of the Northwest Quarter of Section 4, Township 88 North, Range 4 West of the 5th P.M., Delaware County, Iowa described as follows:

Commencing as a point of reference at the Northeast corner of said Northeast Quarter of said Section 4;

thence North along the East line of said Northeast Quarter extended Northerly to centerline station 631+79.8 of Primary Road No. U.S. 20;

thence South 87°22' West 3961.9 feet along the centerline of said Primary Road (assumed bearing for this description only) to centerline station 582+17.9, said station being equal to station 1581+72 of a secondary road (245th Avenue);

thence South 11°30' East 121.2 feet along the centerline of said secondary road;

thence North 78°30' East 50.0 feet to a point on the Southerly right-of-way line of said Primary Road, said point being 112 feet Southerly of the centerline of said Primary Road;

thence North 87°22' East 428.0 feet along the Southerly right-of-way line of said Primary Road;

thence South 2°38' East 451.3 feet;

thence South 87°22' West 386.3 feet to a point of intersection with the Easterly right-of-way line of said Secondary Road;

thence North 1°54' West 108.7 feet along said Easterly right-of-way line to a point of curvature, said point being 50 feet in normal distance Easterly of the centerline of said Secondary Road;

thence Northwesterly 248.4 feet along said Easterly right-of-way line and along the arc of a 1482.5 foot radius curve concave Southwesterly (chord North 6°42' West 248.1 feet) to a point of tangency;

thence North 11°30' West 96.4 feet along said Easterly right-of-way line to the point of beginning and containing 4.18 acres more or less.