

Recorded: 9/18/2023 at 12:08:22.0 PM
County Recording Fee: \$72.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$75.00
Revenue Tax:
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2023 PG: 2314

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

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

between

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

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 ("Mortgagee")**

Second Amendment to Mortgage - Iowa

Site Nos: See Exhibit A attached hereto.

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

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

THIS SECOND AMENDMENT TO MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (this "Amendment") is made as of the 5th day of September, 2023, between AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company ("Mortgagor"), 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 "Mortgagee", 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 Mortgagee, Mortgagor and American Tower Asset Sub II, LLC ("Asset Sub II"), a Delaware limited liability company (collectively, the "Original Loan Agreement"), Mortgagee 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 Mortgagee 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 Mortgage, Fixture Filing and Assignment of Leases And Rents dated as of May 4, 2007, executed by Mortgagor 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 "Mortgage").

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

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

(c) Notwithstanding any other provisions in the Mortgage to the contrary, the Maturity Date of the Obligations secured by the Mortgage is March 13, 2053.

(d) Recital C and Section 36(b) of the Mortgage are revised to delete the references to ONE BILLION SEVEN HUNDRED FIFTY MILLION AND NO/100 DOLLARS (\$1,750,000,000.00) therein, 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 is hereby inserted after Section 36 of the Mortgage:

Section 37. Credit Line Mortgage and Future Advances. This Mortgage secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement. The maximum amount secured hereby is limited to the maximum amount specified above. This Mortgage shall secure not only the original indebtedness but also any additional indebtedness created pursuant to the Credit Agreement made within twenty (20) years from the date of the recording of this Amendment, 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 Mortgage is recorded. The total amount of indebtedness secured by this Mortgage 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 Mortgage, plus interest thereon at the rate provided in the Loan Agreement, and plus any disbursements made by the Mortgagee to protect the security of this Mortgage, 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 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 and Enforcement 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. Further, Mortgagor covenants and agrees that Mortgagee (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 Mortgage, and that Mortgagee is the current and holder of the Obligations and the Mortgage as of the date hereof.

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.

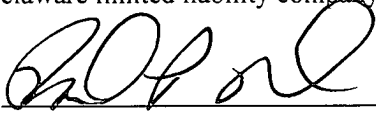
6. Counterparts. This Amendment may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

7. Power of Attorney. The Power of Attorney authorizing Midland Loan Services to execute this Amendment on behalf of Mortgagee has been recorded on April 8, 2023 in the records of Delaware County, Iowa, as Instrument No. B 2023 P 915.

IN WITNESS WHEREOF, this Amendment has been duly executed by Mortgagor and Mortgagee 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

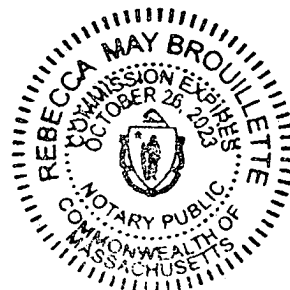
The foregoing instrument was acknowledged before me this 5th day of September, 2023, by Richard P. Palermo, the Authorized Signatory of AMERICAN TOWER ASSET SUB, LLC, a Delaware limited liability company, on behalf of the limited liability company, and who is personally known to me.


Notary Public

My Term Expires:

10/26/2023

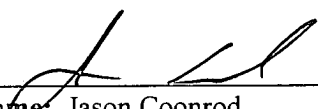
[Signature Page Follows]



MORTGAGEE:

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: Jason Coonrod _____
Title: Vice President _____

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

On this 29 day of August , 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Jason Coonrod , to me personally known, who, being by me duly sworn, did say that he/she is the **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.



Notary Public in and for the State of Kansas
Katrina Garrard



Exhibit A

Legal Description(s)

The legal description(s) for the Site(s) as specified in the subject Mortgage are attached.

<u>Site Number</u>	<u>Site Name</u>	<u>County</u>	<u>State</u>	<u>Mortgagor</u>	<u>Mortgage Recording Informaton</u>	<u>First Amendment Recording Information</u>
00303447	Nieman	DELAWARE	IA	American Tower Asset Sub	11/15/07, Bk 2007/Pg 3681	7/31/18, Bk 18/Pg 2146
					Total:	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 592+17.9, said station being equal to station 1591+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 67°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 396.3 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.