

Return Address:

TitleVest

110 East 42nd Street, 10th Floor

New York, NY 10017

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)**Document Title(s)** (or transactions contained therein): (all areas applicable to your document must be filled in)

1. Deed of Trust 2. Fixture Filing
3. Assignment of Leases and Rents 4. Security Agreement and Financing Statement

Reference Number(s) of Documents assigned or released:Additional reference #'s on page N/A of document**Grantor(s)** Exactly as name(s) appear on document

1. B MELTEL LLC f/k/a T10 MELTEL LLC
- 2.

Additional names on page _____ of document.

Grantee(s) Exactly as name(s) appear on document

1. DEUTSCHE BANK TRUST COMPANY AMERICAS
2. First American Title Insurance Company ("Trustee")

Additional names on page _____ of document.

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

Situate in the Northwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., Skagit County, WA

Additional legal is on page _____ of document.

Assessor's Property Tax Parcel/Account Number
assigned☐ Assessor Tax # not yet

P72736, P72738, P72187

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

llllll

Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

Record and Return to:
TitleVest Agency, Inc.
Brian Tormey
110 East 42nd Street, 10th Floor
New York, NY 10017

Prepared by:
Robert W. Mouton
Locke Lord LLP
501 Poydras Street, Suite 2660
New Orleans, Louisiana 70130

Record in: Skagit County, Washington

DEED OF TRUST, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS,
SECURITY
AGREEMENT AND FINANCING STATEMENT

Grantor/Debtor: B MELTEL LLC f/k/a T10 MELTEL LLC (successor by merger to T14
MelTel LLC f/k/a T14 Unison Site Management LLC) ("Debtor").

Grantee:

1. DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking
corporation, as Indenture Trustee for the benefit of the Noteholders under the Second
Amended and Restated Indenture, dated as of APR 15, 2019, ("Beneficiary")

2. FIRST AMERICAN TITLE INSURANCE COMPANY, ("Trustee")

Legal description and Assessor Property

Tax Parcel Numbers are on Exhibit A

Reference Numbers of Documents Assigned or Released (if applicable): N/A

Skagit County, WA
Site No(s): R1917W

**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FINANCING STATEMENT**

THIS DEED OF TRUST, FIXTURE FILING, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT (as amended, restated, or otherwise modified from time to time, this "Deed of Trust") dated as of APR 15, 2019, is executed and delivered by B MELTEL LLC f/k/a T10 MELTEL LLC (successor by merger to T14 MelTel LLC f/k/a T14 Unison Site Management LLC), a Delaware limited liability company ("Debtor"), having a mailing address of 4 Greenwich Office Park, Greenwich, Connecticut 06831 for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Debtor, to First American Title Insurance Company, 4707 S 19th St #101, Tacoma, WA 98405 as trustee ("Trustee"), in favor of DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Indenture Trustee for the benefit of the Noteholders under the Second Amended and Restated Indenture, dated of even date herewith (together with its successors and assigns, as beneficiary "Beneficiary").

ARTICLE 1

Certain Definitions; Granting Clauses; Secured Indebtedness

Section 1.1 Certain Definitions and Reference Terms. Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Indenture (hereinafter defined). In addition to other terms defined herein, each of the following terms shall have the meaning assigned to it:

"Beneficiary": DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Indenture Trustee for the benefit of the Note holders under the Second Amended and Restated Indenture, dated of even date herewith, whose address is c/o Deutsche Bank National Trust Company, 100 Plaza One, Jersey City, New Jersey 07311, Attn: Trust & Securities Services – Louis Bodi..

(a) "Indenture": The Second Amended and Restated Indenture, dated of even date herewith, as amended, restated, supplemented or otherwise modified from time to time, MelTel Land Funding LLC, and the undersigned, collectively as Obligors, the parties from time to time party thereto and Deutsche Bank Trust Company Americas, as Indenture Trustee.

(b) "Obligations": The "Obligations" as defined in the Indenture.

(c) “Debtor”: means the party designated as the Debtor in the preamble hereof, whose mailing address is 4 Greenwich Office Park, First Floor, Greenwich, CT 06831.

(d) “Easement Agreement”: means, whether one or more, the Wireless Communication Easement and Assignment Agreement(s) entered into by and between the Site Owner and Debtor, more particularly described on Exhibit “A” attached hereto and made a part hereof.

(e) “Site Owner”: means, whether one or more, the fee owner(s) of the Land (as hereinbelow defined), who executed the Easement Agreement, together with its successors and assigns.

(f) “State” means Washington, the state where the Land is located.

(g) “Trustee”: First American Title Insurance Company, 4707 S 19th St #101, Tacoma, WA 98405, and any successor or substitute trustee.

Section 1.2 Mortgaged Property. Debtor, in order to secure the payment of the indebtedness hereinafter referred to and the performance of the obligations, covenants, agreements, warranties and undertakings of Debtor hereinafter described, does hereby IRREVOCABLY GRANT, BARGAIN, SELL, ALIEN, REMISE, RELEASE, CONVEY, MORTGAGE, TRANSFER, ASSIGN, CONFIRM and SET OVER, IN TRUST WITH POWER OF SALE AND RIGHT OF ENTRY to Trustee in trust hereunder, in fee simple upon, and does hereby create for the benefit of the Beneficiary, a security interest in and mortgage lien upon, all of Debtor’s present and future estate, right, title and interest in and to the following described property, whether such property is now or hereafter in existence:

(a) all rights, power and privileges of Debtor in the real estate (the “Land”) described in Exhibit “A” attached hereto and incorporated herein by reference, and all right, title and interest of Debtor in and to (i) all streets, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, existing or proposed, abutting, adjacent, used in connection with or pertaining to the Land; (ii) any strips or gores between the Land and abutting or adjacent properties; and (iii) all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed of trust or otherwise be expressly made subject to the lien of this Deed of Trust (the Land, and the other rights, titles and interests referred to in this clause (a) sometimes collectively called the “Premises”); (b) to the extent of Debtor’s interest therein, all Debtor’s rights, but not liability for any breach by Debtor, under all commitments, insurance policies, management, leasing, and other contracts, if any, related to the Premises or the use or operation thereof; (c) all deposits (including Debtor’s rights in tenants’ security deposits,

deposits with respect to utility services to the Premises, and any deposits or reserves under any Loan Document for taxes, insurance or otherwise), money, accounts, instruments, documents, notes and chattel paper arising from or by virtue of any transactions related to the Premises (without derogation of Article 3 hereof); (d) all permits, licenses, franchises, certificates, development rights, commitments and rights for utilities, and other rights and privileges obtained in connection with the Premises; (e) all leases, rents, royalties, bonuses, issues, profits, revenues and other benefits of the Premises (without derogation of Article 3 hereof); (f) all refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Mortgaged Property as a result of tax certiorari or any applications or proceedings for reduction; (g) upon the occurrence and continuance of a Default, the right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to commence any action or proceeding to protect the interests of Beneficiary in the Mortgaged Property; (h) goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Mortgaged Property (as hereinafter defined); (i) all engineering, accounting, title, legal, and other technical or business data concerning the Mortgaged Property which are in the possession of Debtor or in which Debtor can otherwise grant a security interest; (j) all proceeds of or arising from the properties, rights, titles and interests referred to above in this Section 1.2, including but not limited to proceeds of any sale, lease or other disposition thereof, proceeds of each policy of insurance relating thereto (including premium refunds), proceeds of the taking thereof or of any rights appurtenant thereto, including change of grade of streets, curb cuts or other rights of access, by eminent domain or transfer in lieu thereof for public or quasi-public use under any law, and proceeds arising out of any damage thereto; (k) all other interests of every kind and character which Debtor now has or hereafter acquires in, to or for the benefit of the properties, rights, titles and interests referred to above in this Section 1.2 and all property used or useful in connection therewith, including but not limited to rights of ingress and egress and remainders, reversions and reversionary rights or interests; and (l) if the estate of Debtor in any of the property referred to above in this Section 1.2 is an easement estate, all estate, right, title and interest of Debtor in, to, under, or derived from the Easement agreement granting to Debtor an easement estate in and to all or a portion of the Land (the "Easement"), together with all amendments, supplements, consolidations, extensions, renewals, and other modifications of the Easement Agreement now or hereafter entered into in accordance with the provisions thereof; together with all other, further, additional or greater estate, right, title, or interest of Debtor in, to, under, or derived from the Easement that might at any time be acquired by Debtor by the terms of the Easement Agreement, by reason of the exercise of any option thereunder or otherwise. Further, this Deed of Trust shall include, and the lien, security title and security interest created hereby shall encumber and extend to, all other or additional title, estates, interests or rights which are not owned or may hereafter be acquired by Debtor in or to the property demised under the Easement Agreement creating the easement estate.

Notwithstanding anything to the contrary contained in this Section 1.2, Debtor and Beneficiary hereby acknowledge and agree that, except as may be shown on Exhibit A, Debtor does not own fee title to the Land.

TO HAVE AND TO HOLD the foregoing rights, interests and properties, and all rights, estates, powers and privileges appurtenant thereto (herein collectively called the "Mortgaged Property"), unto Trustee for the benefit of Beneficiary, upon the terms, provisions and conditions herein set forth.

Section 1.3 Security Interest. In order to further secure the payment of the secured indebtedness hereinafter referred to, and the performance of the Obligations, covenants, agreements, warranties, and undertakings of Debtor hereinafter described, Debtor hereby grants to Trustee and Beneficiary a security interest in all of the Mortgaged Property which constitutes personal property or fixtures (herein sometimes collectively called the "Collateral"). In addition to its rights hereunder or otherwise, Beneficiary shall have all of the rights of a Beneficiary under the State Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law. If a Default shall occur and be continuing, Beneficiary, as well as Trustee on Beneficiary's behalf, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a Beneficiary upon default under the State Uniform Commercial Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Beneficiary after the occurrence and during the continuance of a Default, Debtor shall, at its expense, assemble the Collateral and make it available to Beneficiary at a convenient place (at the Land if tangible property) reasonably acceptable to Beneficiary. Debtor shall pay to Beneficiary on demand any and all costs and expenses, including reasonable legal expenses and attorneys' fees, incurred or paid by Beneficiary in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral after the occurrence and during the continuance of a Default. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Debtor in accordance with the provisions of the Indenture at least ten (10) business days prior to such action, shall, except as otherwise provided by applicable law, constitute reasonable notice to Debtor. The proceeds of any disposition of the Collateral, or any part thereof, may, except as otherwise required by applicable law, be applied by Beneficiary to the payment of the Obligations in such priority and proportions as Beneficiary in its sole discretion shall deem proper.

Section 1.4 Notes, Loan Documents, Other Obligations. This Deed of Trust is made to secure and enforce the payment and performance of the following promissory

notes, Obligations, indebtedness and liabilities, subject to the provisions of Section 6.25 hereof.

(a) Notes. The promissory notes issued pursuant to the Loan Documents and all other notes given in substitution therefor or in modification, renewal, extension, increase, or consolidation thereof, in whole or in part, as set forth in the Loan Documents (such notes, as from time to time supplemented, amended, extended, modified, increased, or consolidated and all other notes given in substitution therefor, or in modification, renewal, extension, increase or consolidation thereof, in whole or in part, being hereinafter called the "Notes");

(b) Obligations. All indebtedness and other Obligations of Debtor;

(c) Loan Documents. All indebtedness and other obligations of Debtor, including without limitation, the Obligations owed to Beneficiary, now or hereafter incurred or arising pursuant to or permitted by the provisions of the Notes, this Deed of Trust, the other Loan Documents (as defined below) or any other instrument now or hereafter evidencing, governing, guaranteeing or securing the "secured indebtedness", as hereinafter defined, or any part thereof or otherwise executed in connection with the loan evidenced or governed by the Notes, this Deed of Trust, the Indenture or other Loan Documents (the Notes, the Indenture, each Note Purchase Agreement (as defined in the Indenture), this Deed of Trust and such other documents executed in connection herewith or therewith, as they or any of them may have been or may be from time to time supplemented, amended or modified, being herein sometimes collectively called the "Loan Documents"); and

(d) Other Obligations. All other loans and future advances made by Beneficiary to Debtor and all other debts, obligations and liabilities of Debtor of every kind and character now or hereafter existing in favor of Beneficiary, whether direct or indirect, primary or secondary, joint or several, fixed or contingent, secured or unsecured, and whether originally payable to Beneficiary or to a third party and subsequently acquired by Beneficiary, if the written evidence of such loans, debts, obligations and liabilities specifically provide that they are secured by this Deed of Trust, it being contemplated that Debtor may hereafter become indebted to Beneficiary for such further debts, obligations and liabilities; provided, however, and notwithstanding the foregoing provisions of this paragraph (d), this Deed of Trust shall not secure any such other loan, advance, debt, obligation or liability with respect to which Beneficiary is by applicable law prohibited from obtaining a lien on real estate.

Each amount due and owing by Debtor to Beneficiary pursuant to this Deed of Trust or any other Loan Document shall, except to the extent otherwise specified in the document evidencing the indebtedness, bear interest from the date of such expenditure or payment until paid, at the rate per annum provided in the Loan Documents for interest on past

due principal owed on the Notes; and all such amounts, together with such interest thereon, shall be a part of the secured indebtedness and shall be secured by this Deed of Trust. The amount and nature of any such expense and the time when paid shall be fully established by the certificate of Beneficiary or any of Beneficiary's officers or agents.

Section 1.5 Secured Indebtedness. The indebtedness referred to in Section 1.4, and all renewals, extensions and modifications thereof, and all substitutions therefor, in whole or in part, are hereinafter sometimes referred to as the "secured indebtedness" or the "indebtedness secured hereby."

ARTICLE 2

Representations, Warranties and Covenants

Section 2.1 Debtor represents, warrants, and covenants as follows:

(a) Title and Permitted Encumbrances. Debtor has, in Debtor's own right, and Debtor covenants to maintain, lawful, good and indefeasible title to the Mortgaged Property, free and clear of all liens, charges, claims, security interests, and encumbrances except for (i) the matters, if any, set forth in the loan policy of title insurance to be provided to Beneficiary or its agents in connection herewith; (ii) the security interests evidenced by this Deed of Trust and any financing statements in favor of Beneficiary; (iii) statutory liens on the Mortgaged Property for ad valorem taxes and standby fees which are not yet delinquent; (iv) Liens otherwise permitted pursuant to the Loan Documents; and (v) other liens, security title and security interests (if any) in favor of Beneficiary (the matters described in the foregoing clauses (i), (ii), (iii), (iv) and (v) being herein called the "Permitted Encumbrances"). Debtor, and Debtor's successors and assigns, will warrant and forever defend title to the Mortgaged Property, subject as aforesaid against the claims and demands of all Persons claiming or to claim the same or any part thereof by, through or under Debtor, but not otherwise. Debtor will punctually pay, perform, observe and keep all covenants, obligations and conditions in or pursuant to any Permitted Encumbrance, except to the extent that a failure to do so would not cause a material adverse effect upon Debtor. No part of the Mortgaged Property constitutes all or any part of the homestead of Debtor.

(b) No Transfers or Encumbrances. Reference is made to the Loan Documents for provisions regarding Defaults upon certain transfers of, and encumbrances against, the Mortgaged Property, Debtor's interest therein, and interests in Debtor.

(c) Payment of Obligations. Debtor will pay the Obligations at the time and in the manner provided in the Loan Documents and this Deed of Trust.

(d) Other Loan Documents. Reference is made to the Loan Documents, for additional covenants, conditions, and agreements.

(e) Insurance. Debtor shall obtain and maintain, or cause to be maintained, in full force and effect at all times insurance coverage as required pursuant to the Loan Documents.

(f) Maintenance of Mortgaged Property. Debtor shall cause the Mortgaged Property to be maintained in a good and safe condition and repair in accordance with the Loan Documents.

(g) Waste. Debtor shall not commit or suffer any waste of the Mortgaged Property or make any change in the use of the Mortgaged Property which will in any way materially increase the risk of fire or other hazard arising out of the operation of the Mortgaged Property, or take any action that might invalidate or allow the cancellation of any insurance policy maintained by the Debtor pursuant to the Loan Documents, or do or permit to be done thereon anything that may in any way materially impair the value of the Mortgaged Property or the security of this Deed of Trust.

ARTICLE 3

Assignment of Leases and Rents

Section 3.1 Assignment. As additional security for the indebtedness secured hereby, Debtor hereby absolutely and unconditionally assigns to Beneficiary all Rents (hereinafter defined) and all of Debtor's rights in and under all Leases (hereinafter defined); it being intended by Debtor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Upon the occurrence and during the continuance of a Default hereunder, Beneficiary shall have the right, power and privilege (but shall be under no duty) to demand possession of the Rents, which demand shall to the fullest extent permitted by applicable law be sufficient action by Beneficiary to entitle Beneficiary to immediate and direct payment of the Rents (including delivery to Beneficiary of Rents collected for the period in which the demand occurs and for any subsequent period), for application as provided in this Deed of Trust, all without the necessity of any further action by Beneficiary, including, without limitation, any action to obtain possession of the Land, or any other portion of the Mortgaged Property. Debtor hereby authorizes and directs the tenants under the Leases, upon the occurrence and during the continuance of a Default hereunder, to pay Rents to Beneficiary upon written demand by Beneficiary, without further consent of Debtor, without any obligation to determine whether a Default has in fact occurred and regardless of whether Beneficiary has taken possession of any portion of the Mortgaged Property, and the tenants may rely upon any written statement delivered by Beneficiary to the

tenants. Any such payment to Beneficiary shall constitute payment to Debtor under the Leases, and Debtor hereby appoints Beneficiary as Debtor's lawful attorney-in-fact for giving, and Beneficiary is hereby empowered to give, acquittance to any tenants for such payments to Beneficiary upon the occurrence and during the continuation of a Default. The assignment contained in this Section shall become null and void upon the release of this Deed of Trust. As used herein (i) "Lease" means each existing or future lease, license, sublease (to the extent of Debtor's rights thereunder) or other agreement under the terms of which any person has or acquires any right to occupy or use the Mortgaged Property, or any part thereof, or interest therein, and each existing or future guaranty of payment or performance thereunder, and all extensions, renewals, modifications and replacements of each such lease, sublease, agreement or guaranty; and (ii) "Rents" means all of the current and future rents, revenue, issues, income, profits and proceeds derived and to be derived from the Mortgaged Property or arising from the use or enjoyment of any portion thereof or from any Lease including but not limited to liquidated damages following default under any such Lease, security deposits paid in connection with any such Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage to any part of the Mortgaged Property, all of Debtor's rights to recover monetary amounts from any tenant in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejections, under any applicable debtor relief law.

Section 3.2 Covenants, Representations and Warranties Concerning Leases and Rents. Debtor covenants, represents and warrants that: (i) upon execution thereof, Debtor will have good title to, and will be the owner of the entire landlord's interest in, the Leases and Rents hereby assigned and Debtor has authority to assign them, subject to rent-sharing agreements with lessors that may arise from time to time; (ii) unless otherwise stated in a Permitted Encumbrance, no Rents or Leases have been or will be assigned, mortgaged, pledged or otherwise encumbered and no other person has or will acquire any right, title or interest in such Rents or Leases, except for rent-sharing or escrow agreements that may arise from time to time; (iv) no Rents have been, or will be waived, released, discounted, set off or compromised except in the ordinary course of business, in the exercise of Debtor's sound business judgment; (v) except as stated in the Leases or as otherwise disclosed to Beneficiary in writing prior to the date hereof, Debtor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents; (vi) Debtor shall perform all of its obligations under the Leases and enforce the tenants' obligations under the Leases to the extent enforcement is prudent under the circumstances; (vii) Debtor will not without the prior written consent of Beneficiary, enter into any lease relative to the Mortgaged Property after the date hereof other than a written Lease, or waive, release, discount, set off, compromise, reduce or defer any Rent (except in the ordinary course of business, in the exercise of Debtor's sound business judgment; (viii) Debtor will not execute any Lease relative to the Mortgaged Property except in accordance with the Loan Documents and for actual occupancy by the tenant; (ix) Debtor shall defend, at Debtor's expense, any proceeding

pertaining to any Lease, including, if Beneficiary so requests, any such proceeding to which Beneficiary is a party; and (x) Beneficiary may at any time and from time to time by specific written instrument intended for the purpose, unilaterally subordinate the lien of this Deed of Trust to any Lease, without joinder or consent of, or notice to, Debtor, any tenant or any other person, and notice is hereby given to each tenant under a Lease of such right to subordinate. No such subordination shall constitute a subordination to any Lien or other encumbrance, whenever arising, or improve the right of any junior lienholder; and nothing herein shall be construed as subordinating this Deed of Trust to any Lease.

Section 3.3 No Liability of Beneficiary. Beneficiary's acceptance of this assignment shall not be deemed to constitute Beneficiary or its agents a "mortgagee in possession," nor obligate Beneficiary to appear in or defend any proceeding relating to any Lease or to the Mortgaged Property, or to take any action hereunder, expend any money, incur any expenses, or perform any obligation or liability under any Lease, or assume any obligation for any deposit delivered to Debtor by any tenant and not as such delivered to and accepted by Beneficiary. Beneficiary or its agents shall not be liable for any injury or damage to person or property in or about the Mortgaged Property, or for Beneficiary's failure to collect or to exercise diligence in collecting Rents, but shall be accountable only for Rents that it shall actually receive. Neither the assignment of Leases and Rents nor enforcement of Beneficiary's right regarding Leases and Rents (including collection of Rents) nor possession of the Mortgaged Property by Beneficiary or its agents nor Beneficiary's consent to or approval of any Lease (nor all of the same), shall render Beneficiary liable on any obligation under or with respect to any Lease or constitute affirmation of, or any subordination to, any Lease, occupancy, use or option. If Beneficiary seeks or obtains any judicial relief regarding Rents or Leases, the same shall in no way prevent the concurrent or subsequent employment of any other appropriate rights or remedies nor shall same constitute an election of judicial relief for any foreclosure or any other purpose. Beneficiary or its agents neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of Beneficiary under this Article 3 shall be cumulative of all other rights of Beneficiary under the Loan Documents or otherwise.

Section 3.4 No Merger of Fee and Easement Estates; Releases. So long as any portion of the secured indebtedness shall remain unpaid, unless Beneficiary shall otherwise consent, the fee title to the Trust Deed and the easement estate therein created pursuant to the provisions of the Easement Agreement shall not merge but shall always be kept separate and distinct, notwithstanding the union of such estates in Debtor, Beneficiary, or in any other person by purchase, operation of law or otherwise. Beneficiary reserves the right, at any time, to release portions of the Trust Deed, including, but not limited to, the easement estate created by the Easement Agreement, with or without consideration, at Beneficiary's election, without waiving or affecting any of its rights hereunder or under the Notes or the

other Loan Documents and any such release shall not affect Beneficiary's rights in connection with the portion of the Trust Deed not so released.

Section 3.5 Debtor's Acquisition of Fee Estate. In the event that Debtor, so long as any portion of the secured indebtedness remains unpaid, shall be the owner and holder of the fee title to the Trust Deed, the lien of this Deed of Trust shall be spread to cover Debtor's fee title to the Trust Deed, and said fee title shall be deemed to be included in the Trust Deed. Debtor agrees, at its sole cost and expense, including without limitation Beneficiary's reasonable attorneys' fees, to (a) execute any and all documents or instruments necessary to subject its fee title to the Trust Deed to the lien of this Deed of Trust; and (b) provide a title insurance policy which shall insure that the lien of this Deed of Trust is a first lien on Debtor's fee title to the Trust Deed. Notwithstanding the foregoing, if the Easement Agreement is for any reason whatsoever terminated prior to the natural expiration of its term, and if, pursuant to any provisions of the Easement Agreement or otherwise, Beneficiary or its designee shall acquire from the Site Owner thereunder another easement or lease with respect to the Trust Deed, Debtor shall have no right, title or interest in or to such other lease or the easement estate created thereby.

ARTICLE 4

Default

Section 4.1 Events of Default. The term "Default" means (i) the occurrence of an Event of Default under the Indenture and (ii) the failure of Debtor to timely and properly observe, keep or perform any covenant, agreement or condition required in this Deed of Trust after the expiration of any applicable notice and cure periods set forth in the Loan Documents.

ARTICLE 5

Remedies

Section 5.1 Certain Remedies. If a Default shall occur and is continuing, Trustee may exercise any one or more of the following remedies, without notice (unless notice is required by applicable statute):

(a) Upon the occurrence of a Default, subject to the terms of the Loan Documents, Beneficiary shall have the option of declaring all secured indebtedness in its entirety to be immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as Beneficiary may elect.

(b) Upon the occurrence of a Default, subject to the terms of the Loan Documents, Beneficiary is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Mortgaged Property, or any part thereof, and to take possession of the Mortgaged Property and of all books, records and accounts relating thereto and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection or preservation of the Mortgaged Property, including the right to rent the same for the account of Debtor and to deduct from such rents all reasonable costs, expenses and liabilities of every character incurred by Beneficiary in collecting such rents and in managing, operating, maintaining, protecting or preserving the Mortgaged Property and to apply the remainder of such rents on the secured indebtedness in such manner as Beneficiary may elect. All such costs, expenses and liabilities incurred by Beneficiary in collecting such rents and in managing, operating, maintaining, protecting or preserving the Mortgaged Property, if not paid out of rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at a rate of interest per annum as provided in the Loan Documents for interest on past due principal owed on the Notes. If necessary to obtain the possession provided for above, Beneficiary may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. In connection with any action taken by Beneficiary pursuant to this Section 5.1(b), Beneficiary shall not be liable for any loss sustained by Debtor resulting from any failure to let the Mortgaged Property, or any part thereof, or from any other act or omission of Beneficiary in managing the Mortgaged Property, unless such loss is caused by the negligence or willful misconduct of Beneficiary, and Beneficiary shall not be obligated to perform or discharge any obligation, duty or liability under any lease agreement covering the Mortgaged Property or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder. Should Beneficiary incur any such liability, the amount thereof, including reasonable costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Debtor shall reimburse Beneficiary therefor immediately upon demand. Nothing in this Section 5.1(b) shall impose any duty, obligation or responsibility upon Beneficiary for the control, care, management or repair of the Mortgaged Property, or shall operate to make Beneficiary responsible or liable for any waste committed on the Mortgaged Property or by any other parties or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, operation, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger, unless such waste, dangerous or defective condition or injury or death is directly a result of negligence or willful misconduct by Beneficiary. Debtor hereby assents to, ratifies and confirms any and all actions of Beneficiary with respect to the Mortgaged Property taken under this Section 5.1(b).

(c) After giving the Debtor notice of default in the manner prescribed by State law, the Beneficiary or Trustee may invoke the power of sale and any other remedies

permitted under State law or provided herein. The Debtor acknowledges that the power of sale herein granted may be exercised by the Beneficiary or Trustee without prior judicial hearing. The Beneficiary and Trustee shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to attorneys' fees, trustee's fees and costs of documentary evidence, abstracts and title reports. If the Beneficiary invokes the power of sale, the Beneficiary shall give written notice to the Trustee of the occurrence of an Event of Default and the Beneficiary's decision to cause the Mortgaged Property or any portion thereof to be sold. The Trustee or Beneficiary shall give such notices as the laws of the State may require to Debtor and to such other persons as the laws of the State may prescribe and shall otherwise fully comply with applicable State law, and after the lapse of such time as may be required under applicable law, the Trustee shall sell the Mortgaged Property (or any portion thereof) according to the laws of the State. The Trustee may sell the Mortgaged Property in accordance with the laws of the State. The Trustee may sell the Mortgaged Property in accordance with the laws of the State at any place and time under the terms designated in the notice of sale in one or more parcels and in such order as the Trustee shall determine. If noncontiguous portions of the Mortgaged Property are located in different counties, Debtor agrees that a sale by Trustee of all or any part of the Mortgaged Property may be held in a single county provided all notices required to be posted are posted on the Mortgaged Property in each county and that all notices required to be published are published in each county. The Trustee may postpone the sale of all or any portion of the Mortgaged Property for a period or periods not exceeding the period allowed by applicable law in any manner prescribed by the laws of the State. The sale by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and, if the proceeds of such sale of less than the whole of the Mortgaged Property shall be less than the aggregate of the secured indebtedness and the expense of executing this trust as provided herein, this Deed of Trust and the lien hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property just as though no sale had been made; provided, however, that Debtor shall never have any right to require the sale of less than the whole of the Mortgaged Property but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Mortgaged Property. Beneficiary or Beneficiary's designee may be a purchaser at any such sale. The Trustee shall deliver to the purchaser at any sale a Trustee's Deed conveying the Mortgaged Property (or the portion sold) without any covenant or warranty, expressed or implied. The recitals in the Trustee's Deed shall be praam facie evidence of the truths of the statements made therein.

This instrument shall be effective as a mortgage as well as a deed of trust and upon the occurrence of a Default, this instrument may be foreclosed as to any of the Mortgaged Property in any manner permitted by the laws of the State or of any other state in which any part of the Mortgaged Property is situated, or as may be permitted in equity, and any

foreclosure suit may be brought by Trustee or by Beneficiary. In the event a foreclosure hereunder shall be commenced by Trustee or his or her substitute or successor, Beneficiary may at any time before the sale of the Mortgaged Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of each or any Note and the other secured indebtedness, and for the foreclosure of this Deed of Trust. It is agreed that if the Beneficiary should institute a suit for the collection of the Notes and the other secured indebtedness, and for the foreclosure of this Deed of Trust, the Beneficiary may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust and the laws of the State, including the provisions of RCW 61.24 *et. seq.*

(d) In addition to all other remedies herein provided for, Debtor agrees that upon the occurrence of a Default, Beneficiary shall as a matter of right be entitled to the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of such Mortgaged Property or otherwise, and without regard to the value of the Mortgaged Property or the solvency of any person or persons liable for the payment of the secured indebtedness, and Debtor does hereby consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment and agrees not to oppose any application therefor by Beneficiary, but nothing herein is to be construed to deprive Beneficiary of any other right, remedy or privilege it may now or hereafter have under the law to have a receiver appointed; provided, however, that the appointment of such receiver, trustee or other appointee by virtue of any court order, statute or regulation shall not impair or in any manner prejudice the rights of Beneficiary to receive payment of the lease payments, rents, room rents, deposits for lodging and income from the Mortgaged Property. Any money advanced by Beneficiary in connection with any such receivership shall be a demand obligation owing by Debtor to Beneficiary and shall bear interest from the date of making such advancement by Beneficiary until paid at a rate of interest per annum as provided in the Loan Documents for interest on past due principal owed on the Notes.

(e) The proceeds of any sale held by Trustee or any receiver or public officer in foreclosure of the liens evidenced hereby shall be applied:

first, to the payment of all necessary costs and expenses incident to such foreclosure sale, including but not limited to all court costs and charges of every character in the event foreclosed by suit;

second, to the payment in full of the secured indebtedness; and

third, the remainder, if any, shall be paid to Debtor or other party legally entitled thereto.

(f) Beneficiary shall have the right to become the purchaser at any sale held by Trustee or any substitute or successor or by any receiver or public officer, and Beneficiary purchasing at such sale shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the secured indebtedness owing to Beneficiary.

(g) Upon the occurrence of a Default, Beneficiary and Trustee, on Beneficiary's behalf, may exercise their respective rights of enforcement with respect to the personal property as a "secured party" under the State Uniform Commercial Code, as amended, and in conjunction with, in addition to or in substitution for those rights and remedies, and all rights and remedies granted to Beneficiary under any Loan Documents executed by Debtor governing security interests in personal property of Debtor. Any sale made pursuant to the provisions of this Section 5.1(g) shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of the Mortgaged Property in foreclosure as provided herein upon giving the same notice with respect to the sale of the personal property hereunder as is required for such foreclosure sale of the Mortgaged Property. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of the secured indebtedness, or as to the occurrence of any Default, or as to Beneficiary having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and of the properties to be sold having been duly given, or as to any other act or thing having been duly done by Beneficiary, shall be taken as prima facie evidence of the truth of the facts so stated and recited. Beneficiary may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Beneficiary, including the sending of notices and the conduct of the sale, but in the name and on behalf of Beneficiary.

(h) In the event of a default in the payment of any part of the secured indebtedness, Beneficiary shall have the right to proceed with foreclosure of the liens and security interests evidenced hereby without declaring the entire secured indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the secured indebtedness; and any such sale shall not in any manner affect the unmatured part of the secured indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect just as though no sale had been made. The proceeds of any such sale shall be applied as provided in Section 5.1(e) except that the amount paid under subparagraph second thereof shall be only the matured portion of the secured indebtedness and any proceeds of such sale in excess of those provided for in subparagraphs first and second (modified as provided above) shall be applied to installments of principal of and interest on the Notes in the inverse order of maturity. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the secured indebtedness.

(i) All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the secured indebtedness, or any part thereof, or otherwise benefiting Beneficiary, and Beneficiary shall, in addition to the remedies herein provided, be entitled to avail itself of all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

(j) Beneficiary may resort to any security given by this Deed of Trust or to any other security now existing or hereafter given to secure the payment of the secured indebtedness, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole and uncontrolled discretion, and any such action shall not in anywise be considered as a waiver of any of the rights, benefits, liens or security interests evidenced by this Deed of Trust.

(k) To the full extent Debtor may do so, Debtor agrees that Debtor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force pertaining to the rights and remedies of sureties or providing for any appraisement, valuation, stay, extension or redemption, and Debtor, for Debtor and Debtor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of the assets of Debtor, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Debtor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents or other matters whatever to defeat, reduce or affect the rights of Beneficiary under the terms of this Deed of Trust to a sale of the Mortgaged Property for the collection of the secured indebtedness without any prior or different resort for collection, or the rights of Beneficiary under the terms of this Deed of Trust to the payment of such indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatever. If the Mortgaged Property is sold for an amount less than the secured indebtedness, the deficiency shall be determined by the purchase price at the sale or sales.

(l) If, following the occurrence of a Default and the acceleration of the secured indebtedness but prior to the foreclosure of this Deed of Trust against the Mortgaged

Property, Debtor shall tender to Beneficiary payment of an amount sufficient to pay the entire secured indebtedness, such tender shall be deemed to be a voluntary prepayment and, consequently, Debtor shall also pay to Beneficiary any charge or premium required to be paid in order to prepay principal and, if such principal payment is made during any period when prepayment is prohibited by this Deed of Trust, or the Loan Documents, the applicable charge or premium shall be the maximum prepayment penalty provided for in the Loan Documents; provided, however, that in no event shall any amount payable under this Section 5.1(l), when added to the interest otherwise payable on the secured indebtedness, exceed the maximum interest permitted under applicable law.

(m) Upon any foreclosure of the Mortgaged Property pursuant to this Deed of Trust, Beneficiary shall have the right to cancel any policy of insurance covering all or any part of the Mortgaged Property and shall be entitled to receive any unearned premiums from such policy. The unearned premiums received by Beneficiary shall be applied in the same manner as provided in Section 5.1(e) above regarding the application of proceeds of sale of the Mortgaged Property.

(n) In the event there is a foreclosure sale hereunder and at the time of such sale Debtor or Debtor's successors or assigns or any other persons claiming any interest in the Mortgaged Property by, through or under Debtor are occupying or using the Mortgaged Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day-to-day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of said property in the appropriate court.

ARTICLE 6

Miscellaneous

Section 6.1 Scope of Deed of Trust. This Deed of Trust is a deed of trust and security interest of both real and personal property, a security agreement, a financing statement and an assignment, and also covers proceeds and fixtures.

Section 6.2 Effective as a Financing Statement. This Deed of Trust shall be effective as a financing statement filed as a fixture filing covering all goods which are or are to become fixtures included within the Mortgaged Property and is to be filed for record in the real estate records of each county where any part of the Mortgaged Property (including said fixtures) is situated. The record owner of the Land is the Site Owner. This Deed of Trust is to be filed for record in the real estate records of each county where any part of the Mortgaged

Property is situated. This Deed of Trust shall also be effective as a financing statement covering any other Mortgaged Property and may be filed in any other appropriate filing or recording office. The name, mailing address, type of organization, and jurisdiction of organization of the Debtor for purposes of this financing statement is as set forth for the Debtor in Section 1.1 of Article I hereof, and the name and mailing address of the Beneficiary for purposes of this financing statement is as set forth for the Beneficiary in the definition of "Beneficiary" in Section 1.1 of Article I hereof.

Section 6.3 Reproduction of Deed of Trust as Financing Statement. A carbon, photographic or other reproduction of this Deed of Trust or of any financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in Section 6.2.

Section 6.4 Notice to Account Debtors. In addition to the rights granted elsewhere in this Deed of Trust, Beneficiary may at any time during the existence of a Default, or event which with the giving of notice or passage of time, or both, could become a Default notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Collateral to pay Beneficiary directly.

Section 6.5 Waiver by Beneficiary. Beneficiary may at any time and from time to time by a specific writing intended for the purpose: (a) waive compliance by Debtor with any covenant herein made by Debtor to the extent and in the manner specified in such writing; (b) consent to Debtor's doing any act which hereunder Debtor is prohibited from doing, or to Debtor's failing to do any act which hereunder Debtor is required to do, to the extent and in the manner specified in such writing; (c) release any part of the Mortgaged Property or any interest therein from the lien and security interest of this Deed of Trust; or (d) release any party liable, either directly or indirectly, for the secured indebtedness or for any covenant herein or in any other Loan Document, without impairing or releasing the liability of any other party. No such act shall in any way affect the rights or powers of Beneficiary hereunder except to the extent specifically agreed to by Beneficiary in such writing.

Section 6.6. No Impairment of Security. The lien, security interest and other security rights of Beneficiary hereunder shall not be impaired by any indulgence, moratorium or release granted by Beneficiary including, but not limited to, any renewal, extension or modification which Beneficiary may grant with respect to any secured indebtedness, or any surrender, compromise, release, renewal, extension, exchange or substitution which Beneficiary may grant in respect of the Mortgaged Property, or any part thereof or any interest therein, or any release or indulgence granted to any endorser, guarantor or surety of any secured indebtedness. The taking of additional security by Beneficiary shall not release or impair the lien, security interest or other security rights of Beneficiary hereunder or affect the liability of Debtor or of any endorser, guarantor or surety, or improve the right of any junior

lienholder in the Mortgaged Property (without implying hereby Beneficiary's consent to any junior lien).

Section 6.7 Acts Not Constituting Waiver by Beneficiary. Beneficiary may waive any Default without waiving any other prior or subsequent Default. Beneficiary may remedy any Default without waiving the default remedied. Neither failure by Beneficiary to exercise, nor delay by Beneficiary in exercising, any right, power or remedy upon any Default shall be construed as a waiver of such Default or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise by Beneficiary of any right, power or remedy hereunder shall exhaust the same or shall preclude any other or further exercise thereof, and every such right, power or remedy hereunder may be exercised at any time and from time to time. No modification or waiver of any provision hereof nor consent to any departure by Debtor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary and then such waiver or consent shall be effective only in the specific instance, for the purpose for which given and to the extent therein specified. No notice to nor demand on Debtor in any case shall of itself entitle Debtor to any other or further notice or demand in similar or other circumstances. Remittances in payment of any part of the secured indebtedness other than in the required amount in immediately available U.S. funds shall not, regardless of any receipt or credit issued therefor, constitute payment until the required amount is actually received by Beneficiary in immediately available U.S. funds and shall be made and accepted subject to the condition that any check or draft may be handled for collection in accordance with the practice of the collecting bank or banks. Acceptance by Beneficiary of any payment in an amount less than the amount then due on any secured indebtedness shall be deemed an acceptance on account only and shall not in any way excuse the existence of a Default hereunder.

Section 6.8 Debtor's Successors. If the ownership of the Mortgaged Property or any part thereof becomes vested in a person other than Debtor, Beneficiary may, without notice to Debtor, deal with such successor or successors in interest with reference to this Deed of Trust and to the indebtedness secured hereby in the same manner as with Debtor, without in any way vitiating or discharging Debtor's liability hereunder or for the payment of the indebtedness or performance of the obligations secured hereby. No transfer of the Mortgaged Property, no forbearance on the part of Beneficiary, and no extension of the time for the payment of the indebtedness secured hereby given by Beneficiary shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Debtor hereunder for the payment of the indebtedness or performance of the obligations secured hereby or the liability of any other person hereunder for the payment of the indebtedness secured hereby. Debtor agrees that it shall be bound by any modification of this Deed of Trust or any of the other Loan Documents made by Beneficiary and any subsequent owner of the Mortgaged Property, with or without notice to Debtor, and no such modifications shall impair the obligations of Debtor under this Deed of Trust or any other Loan Document. Nothing in

this Section shall be construed to imply Beneficiary's consent to any transfer of the Mortgaged Property.

Section 6.9 Place of Payment; Forum. All secured indebtedness which may be owing hereunder at any time by Debtor shall be payable at the place designated in the Notes (or if no such designation is made, at the address of Beneficiary indicated at the end of this Deed of Trust). Debtor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the non-exclusive jurisdiction of any court of the State, or any United States federal court sitting in the State, and to the non-exclusive jurisdiction of any state or United States federal court sitting in the state in which any of the Mortgaged Property is located, over any suit, action or proceeding arising out of or relating to this Deed of Trust or the secured indebtedness. Debtor hereby agrees and consents that, in addition to any methods of service of process provided for under applicable law, all service of process in any such suit, action or proceeding in any court of the State, or any United States federal court sitting in the State may be made pursuant to the notice provisions of the Loan Documents.

Section 6.10 Subrogation to Existing Liens. To the extent that proceeds of the Notes are used to pay indebtedness secured by any outstanding lien, security interest, charge or prior encumbrance against the Mortgaged Property, such proceeds have been advanced by Beneficiary at Debtor's request, and Beneficiary shall be subrogated to any and all rights, security interests and liens owned by any owner or holder of such outstanding liens, security interests, charges or encumbrances, however remote, irrespective of whether said liens, security interests, charges or encumbrances are released, and all of the same are recognized as valid and subsisting and are renewed and continued and merged herein to secure the secured indebtedness, but the terms and provisions of this Deed of Trust shall govern and control the manner and terms of enforcement of the liens, security interests, charges and encumbrances to which Beneficiary is subrogated hereunder. It is expressly understood that, in consideration of the payment of such indebtedness by Beneficiary, Debtor hereby waives and releases all demands and causes of action for offsets and payments in connection with the said indebtedness.

Section 6.11 Application of Payments to Certain Indebtedness. If any part of the secured indebtedness cannot be lawfully secured by this Deed of Trust or if any part of the Mortgaged Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such indebtedness, then all payments made shall be applied on said indebtedness first in discharge of that portion thereof which is not secured by this Deed of Trust.

Section 6.12 Compliance with Usury Laws. It is the intent of Debtor and Beneficiary and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury laws from time to time in effect. All agreements between Beneficiary and Debtor (or any other party liable with respect to any indebtedness under the

Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged or received under this Deed of Trust, the Notes or otherwise, exceed the maximum amount permissible under applicable law. If, from any possible construction of any document, interest would otherwise be payable in excess of the maximum lawful amount, any such construction shall be subject to the provisions of this Section and such document shall be automatically reformed and the interest payable shall be automatically reduced to the maximum amount permitted under applicable law, without the necessity of execution of any amendment or new document. If Beneficiary shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the maximum lawful amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the secured indebtedness in the inverse order of its maturity and not to the payment of interest, or refunded to Debtor or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Notes or any other secured indebtedness does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Beneficiary does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the maximum permitted by applicable law. As used in this Section, the term "applicable law" shall mean the laws of the State or the federal laws of the United States applicable to this transaction, whichever laws allow the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

Section 6.13 Release of Deed of Trust. If all of the secured indebtedness be paid and all of the covenants, warranties, undertakings and agreements made in this Deed of Trust are performed, and all obligations, if any, of Beneficiary for further advances have been terminated, then, and in that event only, all rights under this Deed of Trust shall terminate (except to the extent expressly provided herein with respect to indemnifications and other rights which are to continue following the release hereof) and the Mortgaged Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, and such liens and security interests shall be released by Beneficiary in due form at Debtor's cost. Without limitation, all provisions herein for indemnity of Beneficiary shall survive discharge of the secured indebtedness and any foreclosure, release or termination of this Deed of Trust.

Section 6.14. Notices. All notices, requests and demands to or upon the respective parties hereto to be effective shall be in writing and shall be deemed to have been duly given or made when delivered as specified in the notice provisions of the Indenture.

Section 6.15 Invalidity of Certain Provisions. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances.

Section 6.16 Gender; Titles; Construction; Capitalized Terms. Within this Deed of Trust, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Deed of Trust and not to any particular Article, Section, paragraph or provision. Words importing persons shall include firms, associations, partnerships (including limited partnerships), limited liability companies, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons. All capitalized terms used in this Deed of Trust, but not defined herein shall possess the same meaning as they were given in the Loan Documents.

Section 6.17. Recording. Debtor forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust and any of the other Loan Documents creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Beneficiary in, the Mortgaged Property. Debtor will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of the Notes, this Deed of Trust, the other Loan Documents, any note, deed of trust or mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and any modification or amendment of the foregoing documents, and, with the exception of income, franchise or similar taxes, all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, any deed of trust or mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, and any

modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 6.18 Beneficiary as Beneficiary. All persons dealing with the Mortgaged Property (other than Debtor) shall be entitled to assume that Beneficiary is the only beneficiary, and may deal with Beneficiary (including without limitation accepting from or relying upon full or partial releases hereof executed by Beneficiary only) without further inquiry as to the existence of other secured parties, until given actual notice of facts to the contrary or until this Deed of Trust is supplemented or amended of record to show the existence of other secured parties.

Section 6.19 Reporting Compliance. Debtor agrees to comply with any and all reporting requirements applicable to the transaction evidenced by the Notes and secured by this Deed of Trust which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any governmental authority, including but not limited to The International Investment Survey Act of 1976, The Agricultural Foreign Investment Disclosure Act of 1978, The Foreign Investment in Real Property Tax Act of 1980 and the Tax Reform Act of 1984 and further agrees upon request of Beneficiary to furnish Beneficiary with evidence of such compliance.

Section 6.20 Debtor. Unless the context clearly indicates otherwise, as used in this Deed of Trust, "Debtor" means the grantor(s) named in Section 1.1 hereof or any of them. The obligations of Debtor hereunder (if Debtor consists of more than one person) shall be joint and several. If any mortgagor, or any signatory who signs on behalf of any Debtor, is a corporation, partnership, limited liability company or other legal entity, Debtor and any such signatory, and the person or persons signing for it, represent and warrant to Beneficiary that this instrument is executed, acknowledged and delivered by Debtor's duly authorized representatives. If Debtor is an individual, no power of attorney granted by mortgagor herein shall terminate on Debtor's disability.

Section 6.21 Execution. This Deed of Trust may have been executed in several counterparts, all of which are identical, and all of which counterparts together shall constitute one and the same instrument. The date or dates reflected in the acknowledgments hereto indicate the date or dates of actual execution of this Deed of Trust, but such execution is as of the date shown on the first page hereof, and for purposes of identification and reference the date of this Deed of Trust shall be deemed to be the date reflected on the first page hereof.

Section 6.22 Successors and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Debtor, and the heirs, devisees, representatives, successors and assigns of Debtor, and shall inure to the benefit of Beneficiary and its

successors, substitutes and assigns and shall constitute covenants running with the Land. All references in this Deed of Trust to Debtor or Beneficiary shall be deemed to include all such heirs, devisees, representatives, successors, substitutes and assigns.

Section 6.23 Modification or Termination. The Loan Documents may only be modified or terminated by a written instrument or instruments intended for that purpose and executed by the Party against which enforcement of the modification or termination is asserted. Any alleged modification or termination which is not so documented shall not be effective as to any Party.

Section 6.24 No Partnership. The relationship between Beneficiary and Debtor is solely that of lender and borrower. Beneficiary has no fiduciary relationship with Debtor. Nothing contained in the Loan Documents is intended to create any partnership, joint venture, association or special relationship between Debtor and Beneficiary or in any way make Beneficiary a co-principal with Debtor with reference to the Mortgaged Property. Any inferences to the contrary of any of the foregoing are hereby expressly negated.

Section 6.25 Future Advances.

(a) This Deed of Trust secures (i) all present and future loan disbursements made under the Notes, the Loan Documents and any other Indenture, including, but not limited to periodic advances and re-advances on a revolving basis which will be made from time to time, and all other sums from time to time owing to the Beneficiary by the Debtor under the Loan Documents and (ii) such future or additional advances (in addition to the principal amount under the Notes) as may be made by the Beneficiary, at its exclusive option, to Debtor or its successors or assigns for any purpose. Notwithstanding anything to the contrary contained herein, the maximum principal amount which may be secured hereby at any one time is Two Billion and No/One-Hundredth Dollars (\$2,000,000,000.00), plus interest and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, and for maintenance, repair, protection, and preservation of the Mortgaged Property, with interest on those disbursements, plus any increase in the principal balance as the result of negative amortization or deferred interest. This Deed of Trust shall secure such future advances as may be made by Beneficiary, at its option and for any purpose, within thirty (30) years from the date of this Deed of Trust. All such future advances shall be included within the terms "secured indebtedness" and "indebtedness secured hereby", shall be secured to the same extent as if made on the date of the execution of this Deed of Trust, and shall take priority as to third persons without actual notice from the time this Deed of Trust is filed for record as provided by law.

(b) Without the prior written consent of Beneficiary, which Beneficiary may grant or withhold in its sole discretion, Debtor shall not file for record any notice limiting

the maximum principal amount that may be secured by this Deed of Trust to a sum less than the maximum principal amount set forth in this Section.

Section 6.26 Time of Essence. Time shall be of the essence in this Deed of Trust with respect to all of Debtor's obligations hereunder.

Section 6.27 Applicable Law. **This Deed of Trust, and its validity, enforcement and interpretation, shall be governed by the law of the State (without regard to any conflict of laws principles) and applicable federal law.**

Section 6.28 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Debtor and Beneficiary with respect to the transactions arising in connection with the indebtedness secured hereby and supersede all prior written or oral understandings and agreements between Debtor and Beneficiary with respect to the matters addressed in the Loan Documents. Debtor hereby acknowledges that, except as incorporated in writing in the Loan Documents, there are not, and were not, and no persons are or were authorized by Beneficiary to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in such Loan Documents.

THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

Section 6.29 Headings. The headings and captions of various Sections of this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.30 Limitation on Agent's Responsibility. No provision of this Deed of Trust shall operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon the Beneficiary nor shall it operate to make the Beneficiary responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other Person, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting Beneficiary a "mortgagee in possession."

Section 6.31 Additional Security Instruments. THIS DEED OF TRUST IS MADE IN ADDITION TO OTHER DEEDS OF TRUSTS AND MORTGAGES (THE "ADDITIONAL SECURITY INSTRUMENTS") GIVEN OR TO BE GIVEN BY DEBTOR TO THE BENEFICIARY OR A TRUSTEE FOR THE BENEFIT OF THE BENEFICIARY, COVERING PROPERTY LOCATED IN THIS STATE AND SEVERAL OTHER STATES. The Additional Security Instruments further secure the Obligations of Debtor to the Beneficiary under the Loan Documents. Upon the occurrence of a Default, Trustee or Beneficiary may proceed under this Deed of Trust and/or the Additional Security Instruments against any of such property and/or the Mortgaged Property in one or more parcels and in such manner and order as Beneficiary shall elect. Debtor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Mortgaged Property and/or the property covered by the Additional Security Instruments marshalled upon any foreclosure of this Deed of Trust or the Additional Security Instruments.

Section 6.32 Changes in Tax, Obligations, Credit and Documentary Stamp. If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Obligations from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the Obligations or the Beneficiary's interest in the Mortgaged Property, Debtor will pay the tax, with interest and penalties thereon, if any.

(a) If Beneficiary is advised by counsel chosen by it that the payment of tax by Debtor would be unlawful or taxable to Beneficiary or unenforceable or provide the basis for a defense of usury then Beneficiary shall have the option by written notice of not less than one hundred twenty (120) days to declare the Obligations immediately due and payable.

(b) Debtor will not claim or demand or be entitled to any credit or credits on account of the Obligations for any part of property taxes or charges assessed by any Governmental Authority against the Mortgaged Property, or any part thereof, and no deduction shall otherwise be made or claimed from the assessed value of the Mortgaged Property, or any part thereof, for real estate tax purposes by reason of this Deed of Trust or the Obligations. If such claim, credit or deduction shall be required by law, Beneficiary shall have the option, by written notice of not less than one hundred twenty (120) days, to declare the Obligations immediately due and payable.

(c) If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Notes, this Deed of Trust, or any of the other Loan Documents or impose any other tax or charge on the same, Debtor will pay for the same, with interest and penalties thereon, if any.

Section 6.33 Splitting of Deed of Trust. This Deed of Trust and the Notes shall, at any time until the same shall be fully paid and satisfied, at the sole election of Beneficiary, be split or divided into two or more notes and two or more security instruments, each of which shall cover all or a portion of the Mortgaged Property to be more particularly described therein. To that end, Debtor, upon written request of Beneficiary, shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by the then owner of the Mortgaged Property, to Beneficiary and/or its designee or designees substitute notes and security instruments in such principal amounts, aggregating not more than the then unpaid principal amount of this Deed of Trust, and containing terms, provisions and clauses similar to those contained herein and in the Notes, and such other documents and instruments as may be required by Beneficiary.

Section 6.34 Replacement Documents. Upon receipt of an affidavit of an officer of Beneficiary as to the loss, theft, destruction or mutilation of any of the Notes or any other Loan Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note(s) or other Loan Document, Debtor will issue, in lieu thereof, a replacement Note or other Loan Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Loan Document in the same principal amount thereof and otherwise of like tenor.

Section 6.35 Waiver of Notice. To the extent permitted by applicable law, Debtor shall not be entitled to any notices of any nature whatsoever from Beneficiary except with respect to matters for which this Deed of Trust or the other Loan Documents specifically and expressly provide for the giving of notice by Beneficiary to Debtor and except with respect to matters for which Beneficiary is required by applicable law to give notice, and Debtor hereby expressly waives the right to receive any notice from Beneficiary with respect to any matter for which this Deed of Trust does not specifically and expressly provide for the giving of notice by Beneficiary to Debtor.

Section 6.36 Waiver of Statute of Limitations. To the extent permitted by applicable law, Debtor hereby expressly waives and releases to the fullest extent permitted by law, the pleading of any statute of limitations as a defense to payment and performance of its Obligations.

Section 6.37 Use of Premises. The Mortgaged Property is not used principally for agricultural purposes.

Section 6.38 Regarding the Beneficiary. It is hereby acknowledged and agreed that the Beneficiary has accepted this Deed of Trust solely in its capacity as Indenture Trustee pursuant to the Indenture. The Beneficiary shall be entitled to all of the rights,

protections, immunities and indemnities set forth or referenced in such Indenture in respect of this Deed of Trust.

ARTICLE 7

Concerning the Trustee

Section 7.1 No Required Action. Trustee shall not be required to take any action toward the execution and enforcement of the trust hereby created or to institute, appear in, or defend any action, suit, or other proceeding in connection therewith where, in Trustee's opinion, such action would be likely to involve Trustee in expense or liability, unless requested so to do by a written instrument signed by Beneficiary and, if Trustee so requests, unless Trustee is tendered security and indemnity satisfactory to Trustee against any and all cost, expense, and liability arising therefrom. Trustee shall not be responsible for the execution, acknowledgment, or validity of the Loan Documents, or for the proper authorization thereof, or for the sufficiency of the lien and security interest purported to be created hereby, and Trustee makes no representation in respect thereof or in respect of the rights, remedies, and recourses of Beneficiary.

Section 7.2 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ, and advise with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution, and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his agents or attorneys, (iii) to select and employ, in and about the execution of his duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee, and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith, and (iv) any and all other lawful action as Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Mortgaged Property for debts contracted for or liability or damages incurred in the management or operation of the Mortgaged Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of

Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Debtor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save Trustee harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties.

Section 7.3 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder.

Section 7.4 Successor Trustees. Trustee may resign by the giving of notice of such resignation in writing or verbally to Beneficiary. If Trustee shall die, resign, or become disqualified from acting in the execution of this trust, or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee or multiple substitute Trustees, or successive substitute Trustees or successive multiple substitute Trustees, to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute Trustee (or, if preferred, multiple substitute Trustees) in succession who shall succeed (and if multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall succeed) to all the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Beneficiary, and if such Beneficiary be a corporation and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Debtor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or Trustee's successor or successors in this trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute Trustees, whenever any action or undertaking of such substitute Trustees is requested or required under or pursuant to this Deed of Trust or applicable law.

Section 7.5 Perfection of Appointment. Should any deed, conveyance, or instrument of any nature be required from Debtor by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Debtor.

Section 7.6 Succession Instruments. Any substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance,

become vested with all the estates, properties, rights, powers, and trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the substitute Trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute Trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute Trustee so appointed in the Trustee's place.

Section 7.7 No Representation by Trustee or Beneficiary. By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee or Beneficiary pursuant to the Loan Documents, including without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither Trustee nor Beneficiary shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee or Beneficiary.

ARTICLE 8

Local Law Provisions

Section 8.1 Loan Documents. This Deed of Trust is subject to all of the terms, covenants and conditions of the Loan Documents, which Loan Documents and all of the terms, covenants and conditions thereof are by this reference incorporated herein and made a part hereof with the same force and effect as if set forth at length herein. The proceeds of the loan secured hereby are to be advanced by Beneficiary to Debtor in accordance with the provisions of the Loan Documents. Debtor shall observe and perform all of the terms, covenants and conditions of the Loan Documents on Debtor's part to be observed or performed. The Loan Documents contemplates a revolving credit facility whereby future advances shall be made to Debtor, repayments of all or portions of the credit facility may be made by Debtor and re-advances may be made by Beneficiary to Debtor, all pursuant to the terms set forth in the Loan Documents. It is intended that the portion of the indebtedness to be secured by this Deed of Trust shall constitute the portions of the credit facility advanced to Debtor under the Loan Documents which are not repaid or readvanced, so that only those portions of the credit facility advanced that remain outstanding and for as long as such sums shall remain outstanding, shall be secured by this Deed of Trust. The indebtedness secured by this Deed of Trust shall therefore be the last dollars repaid by Debtor under the Loan Documents.

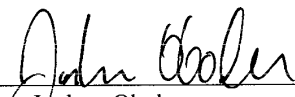
Section 8.2 Maturity Date. The Debt secured hereby matures thirty (30) years from the date hereof.

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IN WITNESS WHEREOF, the undersigned by its duly elected officer and pursuant to proper authority of its governing body has duly executed, acknowledged and delivered this instrument as of the day and year first written on page 1 hereof.

DEBTOR:

B MELTEL LLC f/k/a T10 MELTEL LLC
(successor by merger to T14 MelTel LLC f/k/a T14
Unison Site Management LLC), a Delaware limited
liability company

By: 
Name: Joshua Oboler
Its: Authorized Signatory

The address of Debtor is:

B MelTel LLC
4 Greenwich Office Park
First Floor
Greenwich, Connecticut 06831

The address of Beneficiary is:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
a New York banking corporation, as Indenture Trustee for the
benefit of the Noteholders under the Second Amended and Restated Indenture, dated as of even
date herewith :

c/o Deutsche Bank National Trust Company Americas
100 Plaza One
Jersey City, New Jersey 07311
Attn: Trust & Securities Services – Louis Bodi

COURTNEY DANIEL
Notary Public - State of New York
No. 01DA6329143
Qualified in New York County
My Commission Expires August 17, 2019

Site No.: R1917W
Prior Site No.: 425445

EXHIBIT A**Description of Easement****Skagit County, Washington**

That certain Wireless Communication Easement and Assignment Agreement dated as of August 22, 2014, by and between Thomas K. Studebaker, a/k/a Tom Studebaker, and as Tom K. Studebaker, as his separate property, as Site Owner, and T14 Unison Site Management LLC, as grantee, recorded on August 29, 2014, in under Auditor's No. 201408290170, Official Records of Skagit County, State of Washington, encumbering all or part of the following described real property:

PARCEL "A":

A parcel of land out of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300 foot wide Station Ground property at Burlington, Washington, lying contiguous to and Easterly of Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington, situate in the Northwest ¼ of Section 5, Township 34 North, Range 4 East, W.M., Skagit County, Washington, described as follows, to-wit:

Beginning at a point on the Easterly line of Lot 1, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", distant 129.0 feet Southerly of the Northeast corner of said Lot 1, as measured along the Easterly line of said Lot 1, said point being the most Southerly corner of that certain parcel of land described in Bargain and Sale Deed from Burlington Northern Railroad Company to TF Land Company, Inc. filed for record October 31, 1996, as Document No. 9610310111 in and for said County; thence South 08°23' East (assuming the North line of said Section 5 being an East-West line) along the Easterly line of said Block 134, also being the Westerly boundary of said 300 foot wide Station Ground property, a distance of 310 feet, more or less, to a point 175.0 feet distant Northwesterly of the Southeast corner of Lot 3, said Block 134 as measured along the Easterly line of said Block; thence North 81°37' East, at right angles to the last described course, 148.0 feet; thence North 08°23' West, parallel with said Westerly boundary of said 300 foot wide Station Ground property, a distance of 339 feet, more or less, to the Southerly line of said TF Land Company, Inc. property; thence Southwesterly along said Southerly line 142.5 feet; thence Southeasterly parallel with the Easterly line of said Block 134 and along said Southerly line, 29.0 feet; thence Southwesterly at right angles to the last described course and along said Southerly line, 5.50 feet to the true point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

PARCEL "B":

Lots 1 and 2, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington.

ALSO, Lots 1, 2, 3, 4, 5, 6, 7 and the North 20 feet of Lot 8, Block 7, "KNUTZEN'S ADDITION TO THE TOWN OF BURLINGTON", as per plat recorded in Volume 3 of Plats, Page 80, records of Skagit County, Washington.

TOGETHER WITH the North ¼ of an "Unnamed East-West Street" in Block 7 of said Plat, also described as the North 15 feet of the South 30 feet of Lot 8, Block 7 of said Plat.

ALSO TOGETHER WITH the North 385 feet of vacated alley, said alley also referred to as a North-South unnamed 30 foot wide street.

ALSO TOGETHER WITH the East 15 feet of said North-South unnamed Street abutting on Lot 9, and abutting on the South 15 feet of Lot 8, Block 7 of said Plat, as vacated per Burlington City Ordinance Nos. 573 and 419, dated May 03, 1966 and April 05, 1944, and further recorded under Auditor's File Nos. 755936 and 755937, respectively,

PARCEL "B" continued:

EXCEPT from all of the above, the following described property:

That portion of Lot 2, Block 134, "FIRST ADDITION TO BURLINGTON, SKAGIT CO., WASH.", as per plat recorded in Volume 3 of Plats, Page 11, records of Skagit County, Washington, and also that portion of the vacated street along the West line of said Lot 2, more particularly described as follows:

Beginning at the Southwest corner of said Lot 2;
thence South 88°26'05" East along the South line of said Lot 2, a distance of 184.12 feet to the Westerly right of way line of the Burlington Northern Railroad;
thence North 6°53'24" West along said right of way line, a distance of 59.04 feet;
thence North 88°26'18" West, a distance of 175.88 feet to the East line of said vacated street;
thence North 88°52'08" West, a distance of 15.00 feet to the centerline of said vacated street;
thence South 1°07'52" West along said centerline, a distance of 58.39 feet to a point which bears North 88°52'08" West from the point of beginning;
thence South 88°52'08" East, a distance of 15.00 feet to the point of beginning.

Situate in the City of Burlington, County of Skagit, State of Washington.

Tax Parcel Nos. P72736, P72738, P72187