2013-004351
Klamath County, Oregon
04/24/2013 11:41:45 AM
Fee: $202.00

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

APN: _____

STATE OF: OREGON
COUNTY OF: KLAMATH

Document Date: March 29, 2013

GRANTOR: **LD Acquisition Company 9 LLC**
Address: c/o Landmark Dividend LLC, P.O. Box 3429
El Segundo, California 90245

GRANTEE: **Bank of America, N.A.**
Address: 700 Louisiana, 7th Floor
Houston, Texas 77002

Legal Description: Attached as Exhibit A.

Return after recording to:
Fidelity National Title Group
Attn: Melissa Cater
7130 Glen Forest Drive #300
Richmond, Virginia 23226

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

This Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (this "Security Instrument") is executed effective as of March 29, 2013 (the "Effective Date"), by **LD ACQUISITION COMPANY 9 LLC**, a Delaware limited liability company ("Borrower"), whose mailing address is c/o Landmark Dividend LLC, P.O. Box 3429, El Segundo, California 90245, and whose organizational number is 5070488, to **Fidelity National Title Company of Oregon**, as trustee (the "Trustee"), for the benefit of **BANK OF AMERICA, N.A.,** a national banking association, as Administrative Agent ("Administrative Agent") on behalf of and for the benefit of Administrative Agent and the other Secured Parties (as defined in the Credit Agreement), which term shall also refer to each Secured Party's successors and assigns and any subsequent holders of the Notes (as defined in the Credit Agreement) or any part thereof or any interest therein or any of the Indebtedness (as hereinafter defined), whose address is 700 Louisiana, 7th Floor, Mail Code: TX4 213 07 04, Houston, Texas 77002.

FOR GOOD AND VALUABLE CONSIDERATION, including the Indebtedness and the trust herein created, the receipt of which is hereby acknowledged, and in order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings hereinafter described, Grantor does hereby GRANT, BARGAIN, SELL, CONVEY, TRANSFER, ASSIGN and SET OVER to Trustee, IN TRUST WITH POWER OF SALE, the easement estate created and the interests established under that certain Easement and Assignment of Lease Agreement related to real property situated in the County of Klamath and State of Oregon (the "State") described in **Exhibit A** attached hereto and made a part hereof (the "Easement"), together with (i) the landlord's interest in the lease agreement(s) assigned to Grantor pursuant to the Easement and described on **Exhibit B** attached hereto and made a part hereof (the "Lease"); (ii) all interests of Grantor in and to any streets, ways, alleys and/or strips of land adjoining said land or any part thereof; and (iii) all of Grantor's rights, estates, powers and privileges appurtenant or incident to the foregoing (the foregoing are collectively referred to herein as the "Collateral").

TO HAVE AND TO HOLD the foregoing property unto Trustee and Trustee's successors or substitutes in this trust and to Trustee or its successors and substitutes, IN TRUST, however, upon the terms, provisions and conditions herein set forth.

In order to secure the payment of the Indebtedness and the performance of the obligations, covenants, agreements and undertakings hereinafter described, Grantor hereby grants to Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, a security interest in all goods, equipment, furnishings, fixtures, furniture, chattels and personal property of whatever nature owned by Grantor now or hereafter located or used in and about the building or buildings or other improvements now erected or hereafter to be erected on the lands described in **Exhibit A** attached hereto and made a part hereof, or otherwise located on said lands, and all fixtures, accessions and appurtenances thereto, and all renewals or replacements of or substitutions for any of the foregoing, all building materials and equipment

now or hereafter delivered to said premises and intended to be installed therein, profits and proceeds from all or any part of the Property, all proceeds (including premium refunds) of each policy of insurance relating to the Property, all proceeds from the taking of the Property or any part thereof or any interest therein or right or estate appurtenant thereto by eminent domain or by purchase in lieu thereof, all amounts deposited in Grantor's operating accounts, all contracts related to the Property, all money, funds, accounts, instruments, documents, general intangibles (including trademarks, trade names and symbols owned by Grantor and used in connection therewith), all notes or chattel paper arising from or related to the Property, all permits, licenses, franchises, certificates and other rights and privileges obtained in connection with the Property, all plans, specifications, maps, surveys, reports, architectural, engineering and construction contracts, books of account, insurance policies and other documents, of whatever kind or character, relating to the use, construction upon, occupancy, leasing, sale or operation of the Property, all proceeds and other amounts paid or owing to Grantor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property (collectively, the "Additional Collateral") and all proceeds of the Additional Collateral. The Collateral and Additional Collateral are collectively called the "Property".

Grantor will warrant and forever defend the title to the Property against the claims of all persons whomsoever lawfully claiming or to claim the same or any part thereof, subject to the Permitted Liens.

ARTICLE I.

Indebtedness

1.1 Indebtedness. This Security Instrument is made to secure and enforce the payment of the following notes, obligations, indebtedness and liabilities: (a) the Notes, the aggregate principal amount of which is $70,000,000.00, both principal and interest being payable as therein provided and being finally due and payable on or before (i) May 31, 2018, or (ii) such earlier date as the Obligations become due and payable pursuant to the Credit Agreement (whether by acceleration, prepayment in full, scheduled reduction or otherwise), together with all amendments, modifications and extensions of the Notes and all other notes given in substitution of the Notes or in modification, increase, renewal or extension of the Notes, in whole or in part; (b) all loans and future advances made by any Secured Party under the Notes or this Security Instrument and all other debts, obligations and liabilities of every kind and character of Borrowers now or hereafter existing in favor of Secured Party under the Notes (including all indebtedness incurred or arising pursuant to the provisions of this Security Instrument or any loan agreement relating to the above described indebtedness or any other instrument now or hereafter evidencing, governing or securing the above described indebtedness or any part thereof) whether such debts, obligations or liabilities be direct or indirect, primary or secondary, joint or several, fixed or contingent and (c) all other Secured Obligations. The indebtedness referred to in this Section is herein called the "Indebtedness".

1.2 Credit Agreement. The Notes, this Security Instrument and certain other documents were executed and delivered pursuant to the Credit Agreement dated June 21, 2012,

as subsequently amended, supplemented, or modified (the "Credit Agreement") among Borrowers, Administrative Agent, and the Lenders. Terms used, but not defined, herein are defined in the Credit Agreement and shall have the meaning given such terms in the Credit Agreement. The representations, covenants, terms and provisions of the Credit Agreement are incorporated herein by reference as though fully set forth herein. All of the covenants in the Credit Agreement, together with the covenants set forth in this Security Instrument, shall constitute covenants running with Grantor's interest in the Property.

ARTICLE II.

Assignment of Leases and Rents

2.1 Assignment. In order to secure payment of the Indebtedness, Grantor does hereby grant a security interest in and absolutely and unconditionally assign, transfer and set over to Administrative Agent, on behalf of and for the benefit of Administrative Agent and the other Secured Parties, the following:

(a) all rights, title, interests, estates, powers, privileges, options and other benefits of Grantor in or to the Lease and under any other lease agreements which now or hereafter cover or affect all or any portion of the Property, together with all renewals, extensions, modifications, amendments, subleases and assignments of such lease agreements (the "Leases"); and

(b) all of the rents, income, receipts, revenues, issues, profits and other sums of money (the "Rent") that are now and/or at any time hereafter become due and payable to Grantor under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Property or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, payments in consideration for cancellation of a Lease, security deposits (whether cash, one or more letters of credit, bonds or other form of security), advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Property and all of Grantor's rights to recover monetary amounts from any lessee in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, disaffirmances, repudiations, and similar actions, under the Federal Bankruptcy Code and other statutes governing the rights of creditors, including specifically the immediate and continuing right to collect and receive each and all of the foregoing; and

(c) any and all guaranties of payment of the Rent.

2.2 Application of Rent. Until receipt from Administrative Agent of notice of the occurrence of an Event of Default (a "Notice of Default"), each lessee under the Leases may pay Rent directly to Grantor in accordance with the Credit Agreement and Grantor shall have the right to receive such Rent, provided that Grantor shall hold such Rent as a trust fund to be

applied as required by the Credit Agreement. Upon receipt from Administrative Agent of a Notice of Default, each lessee under the Leases is hereby authorized and directed to pay directly to Administrative Agent, for the account of Secured Parties, all Rent thereafter accruing and the receipt of Rent by Administrative Agent shall be a release of such lessee to the extent of all amounts so paid. The receipt by a lessee under the Leases of a Notice of Default shall be sufficient authorization for such lessee to make all future payments of Rent directly to Administrative Agent, for the account of Secured Parties, and each such lessee shall be entitled to rely on such Notice of Default and shall have no liability to Grantor for any Rent paid to Administrative Agent, for the account of Secured Parties, after receipt of such Notice of Default. Rent so received by Administrative Agent for any period prior to foreclosure under this Security Instrument or acceptance of a deed in lieu of such foreclosure shall be applied by Administrative Agent to the payment (in such order as set forth in the Credit Agreement) of: (a) (i) all reasonable expenses of managing the Property, including but not limited to the salaries, fees and wages of a managing agent and such other contractors and agents as Administrative Agent may deem necessary or desirable; (ii) all expenses of operating and maintaining the Property, including but not limited to all taxes, assessments, charges, claims, utility costs and premiums for insurance, and the cost of all alterations, renovations, repairs or replacements; and (iii) all reasonable expenses incident to taking and retaining possession of the Property and/or collecting the Rent due and payable under the Leases; and (b) the Notes and other Indebtedness secured by this Security Instrument, principal, interest, reasonable attorneys' fees, legal expenses and collection fees and other amounts, in such order as set forth in the Credit Agreement. In no event will the assignment in this Article II reduce the Indebtedness except to the extent, if any, that Rent is actually received by Administrative Agent and applied upon or after said receipt to the Indebtedness in accordance with the immediately preceding sentence. Without impairing its rights hereunder Rent received by Administrative Agent shall be distributed in accordance with the Credit Agreement. As among Grantor, Administrative Agent and Secured Parties, and any Person claiming through or under Grantor, other than any lessee under the Leases who has not received a Notice of Default pursuant to this Section, the assignment under this Article II is intended to be absolute, unconditional and presently effective and the provisions of this Section for notification of lessees under the Leases upon the occurrence of an Event of Default are intended solely for the benefit of each such lessee and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a lessee who has not received such notice. It shall never be necessary for Administrative Agent or any Secured Party to institute legal proceedings of any kind whatsoever to enforce the provisions of this Section.

2.3 Collection of Rent. At any time during which Grantor is receiving Rent directly from lessees under the Leases, Grantor shall, upon receipt of written direction from Administrative Agent make demand and/or sue for all Rent that is past due and unpaid under one or more Leases, as directed by Administrative Agent. In the event Grantor fails to take such action, or at any time during which Grantor is not receiving Rent directly from lessees under the Leases, Administrative Agent shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Grantor, all Rent due and payable under the Leases, as it becomes due and payable, including Rent which is past due and unpaid.

2.4 No Merger of Estates. Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Property, (b) the operation of law or (c) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Security Instrument.

2.5 No Third Party Beneficiary. It is expressly agreed by the parties hereto that the assignment under this Article II shall not be construed or deemed made for the benefit of any third party or parties.

2.6 Release and Termination. The assignment contained in this Article II shall terminate upon the release of this Security Instrument but no lessee under the Leases shall be required to take notice of such termination until a copy of a release of this Security Instrument shall have been delivered to such lessee.

ARTICLE III.

Event of Default

3.1 Defaults. The term "Event of Default" as used in this Security Instrument shall mean the following:

(a) the failure of Borrowers to make due and punctual payment of the Notes or of any other Indebtedness or of any installment of principal thereof or interest thereon, or of any other amount required to be paid under the Notes, this Security Instrument or any other instrument securing the payment of the Notes, as the same shall become due and payable, whether at maturity or when accelerated pursuant to any power to accelerate contained in the Notes or contained herein taking into account any applicable grace periods expressly provided therein; or

(b) the failure of any Borrower or Grantor timely and properly to observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed (other than as described in any other subparagraph of this Section), if such failure continues for thirty (30) days after receipt by such Borrowers or Grantor of written notice and demand for the performance of such covenant, agreement, warranty or condition; or

(c) any representation contained in this Security Instrument, in the Credit Agreement or in any other document executed by Borrowers to evidence or secure the Indebtedness (collectively, the "Loan Documents") or that is otherwise made by a Borrower or any other Person to Administrative Agent or any Secured Party in connection with the loans evidenced by the Notes is or becomes false or misleading in any material respect; or

(d) any failure of Borrowers to provide or maintain all insurance coverages required by the Credit Agreement, if any; or

(e) without the prior written consent of Administrative Agent, Grantor sells, exchanges, assigns, transfers, conveys or otherwise disposes of or is divested of title to all or any part of the Property or any interest therein, or legal or equitable title to the Property, or any part thereof or any interest therein is vested in any other party in any manner whatsoever, by operation of law or otherwise, in violation of the Credit Agreement; it being understood that the consent of Administrative Agent required by this Section may be withheld or refused by Administrative Agent in its sole discretion and without justification or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole discretion of Administrative Agent, including but not limited to the right to change the interest rate, date of maturity or payments of principal or interest on the Notes, to require payment of any amount as additional consideration as a transfer fee or otherwise and to require assumption of the Notes, this Security Instrument and any other Loan Document; or

(f) without the prior written consent of Administrative Agent, Grantor creates, places or permits to be created or placed, or through any act or failure to act, acquiesces in the placing of, or allows to remain, any deed of trust, mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for the lien for ad valorem taxes on the Property which are not delinquent), security interest, encumbrance or charge, or conditional sale or other title retention document, against or covering the Property, or any part thereof, other than the Permitted Liens, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Security Instrument or by any other Loan Document; it being understood that the consent of Administrative Agent required by this Section may be withheld or refused by Administrative Agent in its sole discretion and without justification or may be predicated upon any terms, conditions and covenants deemed advisable or necessary in the sole discretion of Administrative Agent, including but not limited to the right to change the interest rate, date of maturity or payments of principal or interest on the Notes, to require payment of any amount as additional consideration as a fee or otherwise and to require a payment on the principal of the Notes; or

(g) the Property is so demolished, destroyed or damaged that, in the judgment of Administrative Agent, it cannot be restored or rebuilt with available funds within a reasonable period of time; or

(h) so much of the Property is taken in condemnation, or sold in lieu of condemnation, or the Property is so diminished in value due to any injury or damages to the Property, that the remainder thereof cannot, in the commercially reasonable judgment of Administrative Agent, continue to be operated profitably for the purpose for which it was being used immediately prior to such taking, sale or diminution; or

(i) any Borrower or Grantor dissolves, liquidates, merges or consolidates or any interest in any Borrower or Grantor is sold, assigned, transferred, mortgaged, pledged, encumbered or otherwise disposed of, voluntarily or involuntarily, in violation of the Credit Agreement without the prior written consent of Administrative Agent; or

(j) a default or event of default occurs under the Credit Agreement or any other Loan Document (taking into account any applicable grace periods expressly provided therein).

ARTICLE IV.

Remedies Upon Event of Default

4.1 Acceleration. During the continuance of an Event of Default, Administrative Agent shall have the option of declaring all 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 Administrative Agent may elect.

4.2 Possession. During the continuance of an Event of Default, Administrative Agent is authorized prior or subsequent to the institution of any foreclosure proceedings to enter upon the Property, or any part thereof, and to take possession of the Property and of all books, records and accounts relating thereto and to exercise without interference from Grantor any and all rights which Grantor has with respect to the management, possession, operation, protection or preservation of the Property, including the right to rent the same for the account of Grantor and to deduct from such Rents all reasonable costs, expenses and liabilities of every character incurred by Administrative Agent in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property and to apply the remainder of such Rents on the Indebtedness in accordance with the Credit Agreement. All such reasonable costs, expenses and liabilities incurred by Administrative Agent in collecting such Rents and in managing, operating, maintaining, protecting or preserving the Property, if not paid out of Rents as hereinabove provided, shall constitute a demand obligation owing by Grantor and shall bear interest from the date of expenditure until paid at the Default Interest Rate, all of which shall constitute a portion of the Indebtedness. If necessary to obtain the possession provided for above, Administrative Agent may invoke any and all legal remedies to dispossess Grantor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution.

4.3 Release and Indemnification. **IN CONNECTION WITH ANY ACTION TAKEN BY ADMINISTRATIVE AGENT OR ANY SECURED PARTY (COLLECTIVELY, THE "INDEMNIFIED PARTIES") PURSUANT TO SECTION 4.2 OR ARTICLE II, INDEMNIFIED PARTIES SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM ANY FAILURE TO LET THE PROPERTY, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF ANY INDEMNIFIED PARTY IN MANAGING THE PROPERTY (REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF**

AN INDEMNIFIED PARTY) UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNIFIED PARTY, NOR SHALL INDEMNIFIED PARTIES BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER ANY LEASE COVERING THE PROPERTY OR ANY PART THEREOF OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. GRANTOR SHALL AND DOES HEREBY AGREE TO INDEMNIFY EACH INDEMNIFIED PARTY FOR, AND TO DEFEND AND HOLD EACH INDEMNIFIED PARTY HARMLESS FROM, ANY AND ALL LIABILITY, LOSS OR DAMAGE WHICH MAY OR MIGHT BE INCURRED BY INDEMNIFIED PARTIES UNDER ANY SUCH LEASE OR UNDER OR BY REASON OF THIS SECURITY INSTRUMENT OR ANY OTHER LOAN DOCUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER AND FROM ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST INDEMNIFIED PARTIES BY REASON OF ANY ALLEGED OBLIGATIONS OR UNDERTAKINGS ON ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN ANY SUCH LEASE, ***REGARDLESS OF WHETHER SUCH LIABILITY, LOSS, DAMAGE, CLAIMS OR DEMANDS ARE THE RESULT OF THE NEGLIGENCE OR CLAIMS OF NEGLIGENCE OF INDEMNIFIED PARTIES OR ANY STRICT LIABILITY.*** Should an Indemnified Party incur any such liability, the amount thereof, including reasonable costs, expenses and attorneys' fees and legal expenses, shall be secured hereby and Grantor shall reimburse such party therefor immediately upon demand. Nothing in Section 4.2 or Article II shall impose any duty, obligation or responsibility upon any Indemnified Party for the control, care, operation, management or repair of the Property, nor for the carrying out of any of the terms and conditions of any such lease; nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Property by the tenants or by any other parties or for any dangerous or defective condition of the Property, or for any negligence in the operation, management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger or any strict liability prior to the date Administrative Agent has taken actual possession of the Property. Grantor hereby assents to, ratifies and confirms any and all actions of Indemnified Parties with respect to the Property taken under this Section. For purposes of this Section, the term "Indemnified Parties" shall include the directors, officers, employees, attorneys and agents of each Indemnified Party and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with such Indemnified Party. The foregoing releases and indemnities shall not terminate upon release or other termination of this Security Instrument.

4.4 Foreclosure by Power of Sale. Should Administrative Agent elect to foreclose by exercise of the power of sale herein contained, Administrative Agent shall notify Trustee and shall deposit with Trustee this Deed of Trust and the promissory note secured hereby and such receipts and evidence of expenditures made and secured hereby as Trustee may require. Upon receipt of such notice from Administrative Agent, Trustee shall cause to be given such notice of default as then required by the Oregon Trust Deed Act or other applicable law. Trustee shall, without demand on Grantor, after lapse of such time as may then be required by law and after

notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Except for Trustee, any person, including, without limitation, Grantor, Administrative Agent or any of Secured Parties, may purchase at such sale.

4.5 Judicial Foreclosure. This Security Instrument shall be effective as a mortgage as well as a deed of trust and during the continuance of an Event of Default may be foreclosed as to any of the Property in any manner permitted by the laws of the State, and any foreclosure suit may be brought by Trustee or by Administrative Agent. In the event a foreclosure hereunder shall be commenced by Trustee, or Trustee's substitute or successor, Administrative Agent may at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Indebtedness, and for the foreclosure of this Security Instrument. It is agreed that if Administrative Agent should institute a suit for the collection of the Indebtedness and for the foreclosure of this Security Instrument, Administrative Agent may at any time before the entry of a final judgment in said suit dismiss the same, and require Trustee, or Trustee's substitute or successor to sell the Property in accordance with the provisions of this Security Instrument.

4.6 Receiver. In addition to all other remedies herein provided for, Grantor agrees that during the continuance of an Event of Default, Administrative Agent as a matter of right and without (a) notice to Grantor or any other party, (b) a showing of insolvency of Grantor, (c) a showing of fraud or mismanagement with respect to the Loans or the Property, (d) regard to the sufficiency of the security for the repayment of the Indebtedness, or (e) the necessity of filing any proceeding other than a proceeding for appointment of a receiver, shall be entitled to the appointment of a receiver or receivers for the Property or any part thereof (including without limitation the Rents of the Property). Grantor, for itself and any subsequent owner or owners, irrevocably consents to such appointment and waives any and all defenses to such application for a receiver. This Section will not deprive Administrative Agent or any Secured Party of any other right, remedy or privilege it may have under applicable law to have a receiver appointed for the Property. Additionally, during the pendency of a receivership for all or a portion of the Property, Grantor consents to any proceeding commenced by Administrative Agent which seeks to enforce another right or remedy of Administrative Agent under the Loan Documents or applicable law, including without limitation, the commencement of a foreclosure of the Property. Any money advanced by Administrative Agent or any Secured Party in connection with any such receivership will constitute a demand obligation owing by Grantor and shall bear interest from the date of expenditure until paid at the Default Interest Rate, all of which shall constitute a portion of the Indebtedness. This Section is made an express condition upon which the Loans are made.

4.7 Proceeds of Sale. 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 and reasonable 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, and a reasonable fee to Trustee acting under the provisions of Section 4.4 hereof if foreclosed by power of sale as provided in said Section, not exceeding 5% of the proceeds of such sale;

SECOND, to the payment in full of the Indebtedness (including specifically without limitation the principal, interest and reasonable attorneys' fees and legal expenses due and unpaid on the Notes and the amounts due and unpaid and owed to Secured Parties under this Security Instrument or any other Loan Document) in such order as set forth in the Credit Agreement; and

THIRD, the remainder, if any, shall be paid to Grantor or to such other party or parties as may be entitled thereto by law.

4.8 Administrative Agent as Purchaser. Administrative Agent shall have the right to become the purchaser at any sale held by any Trustee or substitute or successor or by any receiver or public officer, and Administrative Agent shall have the right to credit upon the amount of the bid made therefor, to the extent necessary to satisfy such bid, the pro rata part of the Indebtedness, accounting to all other Secured Parties not joining in such bid in cash for the portion of such bid or bids apportionable to such nonbidding Secured Parties.

4.9 Uniform Commercial Code. During the continuance of an Event of Default, Administrative Agent may exercise its rights of enforcement with respect to the Additional Collateral under the Uniform Commercial Code as enacted in the State and as the same may be amended from time to time, and in conjunction with, in addition to or in substitution for those rights and remedies:

(a) Administrative Agent may enter upon the Property to take possession of, assemble and collect the Additional Collateral or to render it unusable;

(b) Administrative Agent may require Grantor to assemble the Additional Collateral and make it available at a place Administrative Agent designates which is mutually convenient to allow Administrative Agent to take possession or dispose of the Additional Collateral;

(c) written notice mailed to Grantor as provided herein ten (10) days prior to the date of public sale of the Additional Collateral or prior to the date after which private sale of the Additional Collateral will be made shall constitute reasonable notice;

(d) any sale made pursuant to the provisions of this Section shall be deemed to have been a public sale conducted in a commercially reasonable manner if held

contemporaneously with the sale of all or any portion of the Collateral under power of sale as provided herein upon giving the same notice with respect to the sale of the Additional Collateral hereunder as is required for such sale of all or any portion of the Collateral under power of sale;

(e) in the event of a foreclosure sale, whether made by Trustee under the terms hereof, or under judgment of a court, the Additional Collateral and the Collateral may, at the option of Administrative Agent, be sold as a whole;

(f) it shall not be necessary for Administrative Agent or Secured Parties to take possession of the Additional Collateral or any part thereof prior to the time that any sale pursuant to the provisions of this Section is conducted and it shall not be necessary that the Additional Collateral or any part thereof be present at the location of such sale;

(g) prior to application of proceeds of disposition of the Additional Collateral to the Indebtedness, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Administrative Agent, on behalf of Secured Parties;

(h) 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 Indebtedness or as to the occurrence of any Event of Default, or as to Administrative Agent having declared all of the 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 Administrative Agent, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(i) Administrative Agent 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 Administrative Agent, including the sending of notices and the conduct of the sale, but in the name and on behalf of Administrative Agent.

4.10 Partial Foreclosure. During the continuance of an Event of Default in the payment of any part of the Indebtedness, Administrative Agent shall have the right to proceed with foreclosure of the liens and security interests evidenced hereby without declaring the entire Indebtedness due, and in such event any such foreclosure sale may be made subject to the unmatured part of the Indebtedness; and any such sale shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Security Instrument 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 4.7 hereof except that the amount paid under Subsection SECOND thereof shall be only the matured portion of the Indebtedness and any proceeds of such sale in excess of those provided for in Subsections 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 Indebtedness.

4.11 Remedies Cumulative. 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 Indebtedness, or any part thereof, or otherwise benefiting Trustee, Administrative Agent, and Secured Parties shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the 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.

4.12 Resort to Any Security. Administrative Agent may resort to any security given by this Security Instrument or to any other security now existing or hereafter given to secure the payment of the Indebtedness, in whole or in part, and in such portions and in such order as may seem best to Administrative Agent 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 Security Instrument.

4.13 Waiver. To the full extent Grantor may do so, Grantor agrees that Grantor 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 redemption, and Grantor, for Grantor and Grantor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Property, to the extent permitted by law, hereby waives and releases all rights of valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the Indebtedness, notice of election to mature or declare due the whole of the Indebtedness and all rights to a marshaling of the assets of Grantor, including the Property, or to a sale in inverse order of alienation in the event of foreclosure of the liens and security interests hereby created. Grantor 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 right of Administrative Agent or Secured Parties under the terms of this Security Instrument to a sale of the Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Administrative Agent under the terms of this Security Instrument to the payment of the Indebtedness out of the proceeds of sale of the Property in preference to every other claimant whatever. If any law referred to in this Section and now in force, of which Grantor or Grantor's heirs, devisees, representatives, successors and assigns and such other persons claiming any interest in the Property might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section.

4.14 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, Grantor or Grantor's heirs, devisees, representatives,

successors or assigns or any other persons claiming any interest in the Property by, through or under Grantor are occupying or using the Property, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale. Subject to the terms of any applicable non-disturbance and/or attornment agreement between Administrative Agent and any tenant(s) of the Property, such 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 portion of the Property occupied, such rental to be due daily to the purchaser. In the event the tenant fails to surrender possession of the portion of the Property upon demand, the purchaser shall be entitled to institute and maintain an action for forcible entry and detainer of the Property in the court of competent jurisdiction where the Property, or any part thereof, is situated.

4.15 Tender After Acceleration. If, following the occurrence of an Event of Default and the acceleration of the Indebtedness but prior to the foreclosure of this Security Instrument against the Property, Grantor shall tender to Administrative Agent payment of an amount sufficient to pay the entire Indebtedness, such tender shall be deemed to be a voluntary prepayment under the Notes.

4.16 Collection Expenses. Upon the occurrence of an Event of Default, Grantor shall reimburse Administrative Agent for all reasonable expenses incurred by Administrative Agent as a result of such Event of Default, including, but not limited to, all travel costs, third-party appraisal fees, environmental report preparation and testing fees, architectural and engineering expenses, and attorneys' fees and legal expenses.

ARTICLE V.

Representations, Warranties and Covenants.

5.1 Title. Grantor shall warrant and forever defend the title to the Property against the claims of all persons whomsoever claiming or to claim the same or any part thereof, subject only to Permitted Liens. Grantor shall comply with and will perform all of the obligations imposed upon it or the Property in the Permitted Liens. Grantor shall not modify or permit any modification of any Permitted Liens without the prior written consent of Administrative Agent.

5.2 Representations. Grantor makes the following representations to Secured Parties to induce Secured Parties to make the Loans evidenced by the Notes:

(a) Compliance with Covenants and Laws. To Grantor's knowledge, the Property and the intended use thereof by Grantor comply with all applicable restrictive covenants, zoning ordinances, building codes, flood disaster laws, safety laws, laws relating to disabled persons, health and environmental laws and regulations and all other laws, statutes, ordinances, rules, regulations, orders, determinations and court decisions (all of the foregoing are hereinafter sometimes collectively called "Applicable Laws").

(b) Environmental. To Grantor's knowledge, no asbestos, material containing asbestos which is or may become friable or material containing asbestos deemed

hazardous by Applicable Laws has been installed in the Property and the Property and Grantor are not in violation of or subject to any existing, pending or, to the best knowledge of Grantor, threatened investigation or inquiry by any governmental authority or to any remedial obligations under any Applicable Laws pertaining to health or the environment (such Applicable Laws as they now exist or are hereafter enacted or amended are hereinafter sometimes collectively called "Applicable Environmental Laws"), and this representation would continue to be true and correct following disclosure to the applicable governmental authorities of all relevant facts, conditions and circumstances, if any, pertaining to the Property and Grantor. Grantor has not obtained and is not required to obtain any permits, licenses or similar authorizations to construct, occupy, operate or use any buildings, improvements, fixtures and equipment forming a part of the Property by reason of any Applicable Environmental Laws.

(c) Condition of Property. To Grantor's knowledge, the Property is served by adequate access and utilities required for the use thereof at or within the boundary lines of the Property. The Property is in good condition and repair with no deferred maintenance and is free from damage caused by fire or other casualty. Grantor is aware of no latent or patent structural or other significant defect or deficiency in the Property. None of the improvements on the Property create an encroachment over, across or upon any of the Property boundary lines, rights of way or easements, and no buildings or other improvements on adjoining land create such an encroachment.

5.3 Covenants and Agreements. So long as the Indebtedness or any part thereof remains unpaid, Grantor covenants and agrees with Administrative Agent, acting for itself and for Secured Parties, as follows:

(a) Operation of Property. To the extent Grantor is required pursuant to the applicable Lease, Grantor shall cause the Property to be operated and kept in a safe, good and workmanlike manner and in accordance with all Applicable Laws and shall cause to be paid all fees or charges of any kind in connection therewith. Grantor shall not initiate or consent to any zoning reclassification of the Property or seek any variance under existing zoning ordinances applicable to the Property or use or permit the use of the Property in such a manner which would result in such use becoming a nonconforming use under applicable zoning ordinances or other Applicable Laws. If Grantor receives a notice or claim that the Property is not in compliance with any Applicable Law, Grantor shall promptly furnish a copy of such notice or claim to Administrative Agent.

(b) Taxes. Grantor shall cause to be paid prior to delinquency all taxes and assessments heretofore or hereafter levied or assessed (i) against the Property or any part thereof or (ii) against Trustee, Administrative Agent or Secured Parties for or on account of the Notes or the other Indebtedness or the interest created by this Security Instrument, except for such taxes as Grantor is contesting in accordance with the Credit Agreement. Grantor shall furnish Administrative Agent with evidence of each payment of such taxes and assessments prior to the date such payment may become past due.

(c) Repair and Maintenance. To the extent Grantor is required pursuant to the applicable Lease, Grantor shall cause the Property to be kept in good order and repair, causing all necessary repairs and replacements to be promptly made, and will not allow any of the Property to deteriorate or to be misused, abused or wasted. Grantor shall not, without the prior written consent of Administrative Agent, make any structural alteration to the Property or any other significant alterations that could reduce the value of the Property.

(d) Insurance and Casualty. Grantor shall keep the Property insured against loss or damage by fire, tornado and such other hazards as are from time to time required by the Credit Agreement, if any.

(e) Condemnation. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Grantor shall notify Administrative Agent of the pendency of such proceedings. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation with respect to the Property and all judgments, decrees and awards for injury or damage to the Property shall be paid to Administrative Agent, for the account of Secured Parties, and shall be applied, first, to reimburse either Administrative Agent or Trustee for all reasonable costs and expenses, including attorneys' fees, incurred in connection with collection of such proceeds and, second, the remainder of the proceeds shall be applied to the payment of the Indebtedness (without premium or penalty) in the order set forth in the Credit Agreement. In any event the unpaid portion of the Indebtedness shall remain in full force and effect and Borrowers and Grantor shall not be excused in the payment thereof. Grantor hereby assigns and transfers all such proceeds, judgments, decrees and awards to Administrative Agent for application as provided herein.

(f) INDEMNIFICATION. GRANTOR SHALL INDEMNIFY AND HOLD HARMLESS TRUSTEE, ADMINISTRATIVE AGENT AND EACH SECURED PARTY FROM AND AGAINST, AND REIMBURSE THEM FOR, ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, REASONABLE COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) WHICH MAY BE IMPOSED UPON, ASSERTED AGAINST OR INCURRED OR PAID BY THEM BY REASON OF, ON ACCOUNT OF OR IN CONNECTION WITH (I) ANY BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING IN OR UPON THE PROPERTY THROUGH ANY CAUSE WHATSOEVER, (II) ANY BREACH OF THIS SECURITY INSTRUMENT BY GRANTOR HEREUNDER, OR (III) ANY VIOLATION BY GRANTOR OR THE PROPERTY OF APPLICABLE LAWS, INCLUDING APPLICABLE LAWS PERTAINING TO HEALTH OR THE ENVIRONMENT. THIS INDEMNITY WILL SURVIVE ANY FORECLOSURE OR TERMINATION OF THIS SECURITY INSTRUMENT. ***WITHOUT LIMITATION, THE FOREGOING INDEMNITIES SHALL APPLY TO EACH INDEMNIFIED PARTY WITH RESPECT TO CLAIMS, DEMANDS, LIABILITIES, LOSSES,***

DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES) WHICH IN WHOLE OR IN PART ARE CAUSED BY OR ARISE OUT OF THE NEGLIGENCE OF SUCH (OR ANY OTHER) INDEMNIFIED PARTY.

(g) Default under Lease or Easement. Grantor shall promptly notify Administrative Agent of the giving of any notice by the tenant under the Lease or the fee owner of the property covered by the Easement to Grantor of any default in the performance or observance of any of the terms, covenants or conditions of the Easement or Lease on the part of Grantor, and immediately deliver to Administrative Agent a true copy of each such notice. If Grantor shall default in the performance or observance of any term, covenant or condition of the Lease or Easement, then, without limiting the generality of the other provisions of this Security Instrument, and without waiving or releasing Grantor from any of its obligations hereunder, Administrative Agent shall have the right, but shall be under no obligation, to pay any sums and to perform any act or take any action as may be appropriate to cause all of the terms, covenants and conditions of the Lease, or Easement as applicable, on the part of Grantor, to be performed or observed or to be promptly performed or observed on behalf of Grantor, to the end that the rights of Grantor in, to, and under the Lease and Easement shall be kept unimpaired and free from default, even if the existence of such event of default or its nature is questioned or denied by Grantor or by any party on behalf of Grantor. If Administrative Agent shall make any payment or perform any act or take any action in accordance with the preceding sentence, then the payment, performance or action shall not remove or waive, as among Grantor, Administrative Agent and Secured Parties, the corresponding default under the terms of this Security Instrument. In any such event, subject to the rights of tenants, subtenants, and other occupants under the Lease, Administrative Agent and any person designated by Administrative Agent shall have, and are hereby granted, the right to enter upon the Property at any time and from time to time for the purpose of taking any such action. Administrative Agent may pay and expend such sums of money as Administrative Agent deems necessary for any such purpose and upon so doing shall be subrogated to any rights of Grantor under the Lease or Easement. Grantor hereby agrees to pay to Administrative Agent immediately and without demand, all those sums so paid and expended by Administrative Agent, together with interest thereon from the day of that payment at the Default Interest Rate. All sums so paid and expended by Administrative Agent and the interest on those sums shall be secured by this Security Instrument.

(h) Termination. Except as provided in the Credit Agreement, Grantor shall not, without the prior consent of Administrative Agent, surrender the leasehold estate created by the Lease or the easement estate created by the Easement; or terminate or cancel the Lease or Easement, or modify, change, supplement, alter or amend the Lease or Easement, in any respect, either orally or in writing.

5.4 Right of Administrative Agent to Perform. Grantor agrees that, if Grantor fails to perform any act or to take any action which hereunder Grantor is required to perform or take, or to pay any money which hereunder Grantor is required to pay, or takes any action prohibited hereby, Administrative Agent may, but shall not be obligated to, perform or cause to be performed such act or take such action or pay such money or remedy any action so taken, and any expenses so incurred by Administrative Agent, and any money paid by Administrative Agent in connection therewith, shall be a demand obligation owing by Grantor to Administrative Agent, and Administrative Agent, upon making such payment, shall be subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts due and owing by Grantor to Administrative Agent pursuant to this Security Instrument shall bear interest from the date such amount becomes due until paid at the rate of interest payable on matured but unpaid principal of or interest on the Notes and shall be a part of the Indebtedness and shall be secured by this Security Instrument and by any other instrument securing the Indebtedness.

ARTICLE VI.

Miscellaneous

6.1 Defeasance. If all of the Indebtedness is paid in full and if all of the covenants, warranties, undertakings and agreements made in this Security Instrument are kept and performed, then and in that event only, all rights under this Security Instrument shall terminate and the Property shall become wholly clear of the liens, security interests, conveyances and assignments evidenced hereby, which shall be released by Administrative Agent in a form reasonably acceptable to Grantor at Grantor's cost.

6.2 No Lien on Fee Estate. Subject to Section 6.3, unless otherwise specifically provided herein, this Security Instrument does not create a lien on the fee estate described in **Exhibit A** hereto.

6.3 Acquisition of Fee Estate. If Grantor, so long as any portion of the Notes remains unpaid, shall become the owner and holder of the fee title to the property covered by the Easement, the lien of this Security Instrument shall be spread to cover Grantor's fee title, and the fee title shall be deemed to be included in the Property. Grantor agrees, at its sole cost and expense, including without limitation Administrative Agent's reasonable attorneys' fees, to (i) execute any and all documents or instruments necessary to subject its fee title to the lien of this Security Instrument; and (ii) provide a title insurance policy which shall insure that the lien of this Security Instrument is a first lien on Grantor's fee title.

6.4 Successor Trustee. Trustee may resign by an instrument in writing addressed to Administrative Agent, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Administrative Agent. In case of the death, resignation, removal or disqualification of Trustee or if for any reason Administrative Agent shall deem it desirable to appoint a substitute or successor trustee to act instead of the herein named trustee or any substitute or successor trustee, then, subject to the provisions of the Credit Agreement, Administrative Agent shall have the right and is hereby authorized and empowered to appoint a

successor trustee, or a substitute trustee, without other formality than appointment and designation in writing executed by Administrative Agent and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Indebtedness has been paid in full or until the Property is sold hereunder. Grantor hereby covenants and agrees that with respect to Administrative Agent's right and power to appoint a substitute trustee, Administrative Agent may appoint a single substitute trustee, multiple substitute trustees, successive single substitute trustees or successive multiple substitute trustees, to act instead of Trustee then named herein. If multiple substitute trustees are appointed, each of such multiple substitute trustees is empowered and authorized to act alone without the necessity of the joinder of the other substitute trustees whenever any action or undertaking of such substitute trustees is requested or required under or pursuant to this Security Instrument or applicable law. Such appointment and designation by Administrative Agent, when made in accordance with the Credit Agreement, shall be full evidence of the right and authority to make the same and of all facts therein recited. If Administrative Agent is a corporation and such appointment is executed on its behalf by an 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. Upon the making of any such appointment and designation, all of the estate and title of Trustee in the Property shall vest in the named successor or substitute trustee(s) and such successor or substitute trustee(s) shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon Trustee; but nevertheless, upon the written request of Administrative Agent or of the successor or substitute trustee(s), Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute trustee(s) all of the estate and title in the Property of Trustee so ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute trustee(s). All references herein to Trustee shall be deemed to refer to Trustee (including any successors or substitutes appointed and designated as herein provided) from time to time acting hereunder. Grantor hereby ratifies and confirms any and all acts which the herein named Trustee or Trustee's successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. If following the posting of a foreclosure action but prior to the commencement of the foreclosure action, Administrative Agent decides to replace Trustee who posted such foreclosure, subject to the provisions of the Credit Agreement, Administrative Agent may do so upon written notice to Grantor and a posting of such new appointment in the same location in which the original foreclosure was posted. Grantor hereby ratifies and confirms any and all acts which the aforenamed Trustee, or Trustee's successor or successors in this trust, shall do lawfully by virtue hereof.

6.5 Liability and Indemnification of Trustee. **TRUSTEE SHALL NOT BE LIABLE FOR ANY ERROR OF JUDGMENT OR ACT DONE BY TRUSTEE IN GOOD FAITH, OR BE OTHERWISE RESPONSIBLE OR ACCOUNTABLE UNDER ANY CIRCUMSTANCES WHATSOEVER (INCLUDING TRUSTEE'S NEGLIGENCE OR CLAIMS OF NEGLIGENCE), EXCEPT FOR TRUSTEE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.** 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. 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 law or the Credit Agreement), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder. **GRANTOR WILL REIMBURSE TRUSTEE FOR, AND INDEMNIFY AND SAVE TRUSTEE HARMLESS AGAINST, ANY AND ALL LIABILITY AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND LEGAL EXPENSES) WHICH MAY BE INCURRED BY TRUSTEE IN THE PERFORMANCE OF TRUSTEE'S DUTIES HEREUNDER OR ON ACCOUNT OF OR IN CONNECTION WITH ANY BODILY INJURY OR DEATH OR PROPERTY DAMAGE OCCURRING IN OR UPON OR IN THE VICINITY OF THE PROPERTY THROUGH ANY CAUSE WHATSOEVER OR ASSERTED AGAINST TRUSTEE ON ACCOUNT OF ANY ACT PERFORMED OR OMITTED TO BE PERFORMED HEREUNDER OR ON ACCOUNT OF ANY TRANSACTION ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROPERTY OR WITH ANY LOAN DOCUMENT *(INCLUDING ANY LIABILITY AND EXPENSES RESULTING FROM TRUSTEE'S OWN NEGLIGENCE OR CLAIMS OF NEGLIGENCE).*** The foregoing indemnity shall not terminate upon release, foreclosure or other termination of this Security Instrument.

6.6 No Homestead or Agricultural Use. No portion of the Property is being used as Grantor's business or residential homestead. No portion of the Property is being used for agricultural purposes.

6.7 No Buildings or Manufactured (Mobile) Homes. Notwithstanding any provision in this Security Instrument to the contrary, in no event is any Building or Manufactured (Mobile) Home (as such terms are defined in applicable Flood Insurance Regulations) included in the definition of "Property," or "Collateral" or "Additional Collateral" and no Building or Manufactured (Mobile) Home is hereby encumbered by this Security Instrument. As used herein, "Flood Insurance Regulations" shall mean (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, (c) the National Flood Insurance Reform Act of 1994 (amending 42 USC 4001 *et seq.*), and (d) the Flood Insurance Reform Act of 2004, in each case as now or hereafter in effect and including any regulations promulgated thereunder.

6.8 Protection and Defense of Lien. If the validity or priority of this Security Instrument or of any rights, titles, liens or security interests created or evidenced by any Loan Document with respect to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Grantor with respect thereto, Grantor will give prompt written notice thereof to Administrative Agent and at Grantor's own cost and expense will diligently endeavor to cure any defect that may be developed or claimed, and will take all necessary and proper steps for the defense of such legal proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims, and Administrative Agent (whether or not named as a party to legal proceedings with respect thereto) is hereby authorized

and empowered to take such additional steps as in its judgment and discretion may be necessary or proper for the defense of any such legal proceedings or the protection of the validity or priority of the Loan Documents and the rights, titles, liens and security interests created or evidenced thereby, including but not limited to the employment of counsel, the prosecution or defense of litigation, the compromise or discharge of any adverse claims made with respect to the Property, the purchase of any tax title and the removal of prior liens or security interests (including but not limited to the payment of debts as they mature or the payment in full of matured or nonmatured debts, which are secured by these prior liens or security interests), and all expenses so incurred of every kind and character shall be a demand obligation owing by Grantor and the party incurring such expenses shall be subrogated to all rights of the person receiving such payment.

6.9 Notification of Account Debtors. Administrative Agent may, at any time after an Event of Default, notify the account debtors or obligors of any accounts, chattel paper, negotiable instruments or other evidences of indebtedness included in the Additional Collateral to pay Administrative Agent directly.

6.10 Authorization to File Financing Statement. Grantor hereby irrevocably authorizes Administrative Agent at any time and from time to time to file, without the signature of Grantor, in any jurisdiction any amendments to existing financing statements and any initial financing statements and amendments thereto that (a) indicate the Property (i) as "all assets of Grantor and all proceeds thereof, and all rights and privileges with respect thereto" or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article/Chapter 9 of the Uniform Commercial Code, or (ii) as being of an equal or lesser scope or with greater detail; (b) contain any other information required by Subchapter E of Article/Chapter 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Grantor is an organization, the type of organization and any organization identification number issued to Grantor; and (c) are necessary to properly effectuate the transactions described in the Loan Documents, as determined by Administrative Agent in its discretion. Grantor agrees to furnish any such information to Administrative Agent promptly upon request. Grantor further agrees that a carbon, photographic or other reproduction of this Security Instrument or any financing statement describing any Property is sufficient as a financing statement and may be filed in any jurisdiction by Administrative Agent or by any Secured Party.

6.11 Fixture Filing. This Security Instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records in the Office of the County Recorder where the Property (including said fixtures) is situated. This Security Instrument shall also be effective as a financing statement covering as-extracted collateral and is to be filed for record in the real estate records of the county where the Property is situated. The mailing address of Grantor and the address of Administrative Agent from which information concerning the security interest may be obtained are the addresses of Grantor and Administrative Agent set forth on the first page of this Security Instrument.

6.12 Filing and Recordation. Grantor will cause this Security Instrument and all amendments and supplements hereto and substitutions for this Security Instrument and all financing statements and continuation statements relating hereto to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Administrative Agent shall reasonably request, and will pay all such recording, filing, re-recording and refiling taxes, fees and other charges.

6.13 Dealing with Successor. In the event the ownership of the Property or any part thereof becomes vested in a person other than Grantor, Administrative Agent may, without notice to Grantor, deal with such successor or successors in interest with reference to this Security Instrument and to the Indebtedness in the same manner as with Grantor, without in any way vitiating or discharging Grantor's liability hereunder or for the payment of the Indebtedness. No sale of the Property, no forbearance on the part of Administrative Agent and no extension of the time for the payment of the Indebtedness given by Administrative Agent shall operate to release, discharge, modify, change or affect, in whole or in part, the liability of Borrower or Grantor hereunder or for the payment of the Indebtedness or the liability of any other person hereunder or for the payment of the Indebtedness, except as agreed to in writing by Administrative Agent.

6.14 Place of Payment. The Indebtedness which may be owing hereunder at any time shall be payable at the place designated in the Notes, or if no such designation is made, at Administrative Agent's address indicated in this Security Instrument, or at such other place in Harris County, Texas as Administrative Agent may designate in writing.

6.15 Subrogation. 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 Property, such proceeds have been advanced by Secured Parties at Grantor's request and Secured Parties shall be subrogated to any and all rights, security interests and liens owned or held by any owner or holder of such outstanding liens, security interests, charges or encumbrances, irrespective of whether said liens, security interests, charges or encumbrances are released; provided, however that the terms and provisions of this Security Instrument shall govern the rights and remedies of Administrative Agent, acting on its own behalf and for Secured Parties, and shall supersede the terms, provisions, rights and remedies under and pursuant to the instruments creating the lien or liens to which Secured Parties are subrogated hereunder.

6.16 Application of Indebtedness. If any part of the Indebtedness cannot be lawfully secured by this Security Instrument or if any part of the Property cannot be lawfully subject to the lien and security interest hereof to the full extent of such Indebtedness or if the lien and security interest of the Indebtedness of this Security Instrument are invalid or unenforceable as to any part of the Indebtedness or as to any part of the Property, then all payments made on the Indebtedness, whether voluntary or under foreclosure or other enforcement action or procedure, shall be applied on said Indebtedness first in discharge of that portion thereof which is unsecured in whole or in part by this Security Instrument.

6.17 Notice. Any notice or communication required or permitted hereunder shall be given in accordance with the provisions of the Credit Agreement.

6.18 Successors, Substitutes and Assigns. The terms, provisions, covenants and conditions hereof shall be binding upon Grantor, and the successors and assigns of Grantor including all successors in interest of Grantor in and to all or any part of the Property, and shall inure to the benefit of Trustee, Administrative Agent, and Secured Parties and their respective successors, substitutes and assigns and shall constitute covenants running with the land. All references in this Security Instrument to Borrowers, Grantor, Trustee, Administrative Agent or a Secured Party shall be deemed to include all of such party's successors, substitutes and assigns.

6.19 Severability. A determination that any provision of this Security Instrument is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Security Instrument to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

6.20 Gender and Number. Within this Security Instrument, 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, and words in the plural number shall be held and construed to include the singular, unless in each instance the context otherwise requires.

6.21 Counterparts. This Security Instrument may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

6.22 Joint and Several. The term "Borrower" as used in this Security Instrument means all of the Borrower entities identified in the Credit Agreement. The obligations of Borrowers hereunder shall be joint and several.

6.23 Headings. The Section headings contained in this Security Instrument are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several Sections hereof.

6.24 Entire Agreement. The Loan Documents constitute the entire understanding and agreement between Grantor, Administrative Agent and Secured Parties with respect to the transactions arising in connection with the Indebtedness and supersede all prior written or oral understandings and agreements between Grantor and Administrative Agent and Secured Parties with respect thereto. Grantor 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 Administrative Agent or Secured Parties to make, any representations, understandings, stipulations, agreements or promises, oral or written, with respect to the transactions which are the subject of the Loan Documents.

6.25 Waiver of Marshaling and Certain Rights. To the extent that Grantor may lawfully do so, Grantor hereby expressly waives any right pertaining to the marshaling of assets, the administration of estates of decedents, or other matters to defeat, reduce or affect (a) the right of Administrative Agent to sell all or any part of the Property for the collection of the Indebtedness (without any prior or different resort for collection), or (b) the right of Administrative Agent to the payment of the Indebtedness out of the proceeds of the sale of all or any part of the Property in preference to every other person and claimant.

6.26 Waivers. It is expressly agreed that (i) no waiver of any default on the part of Grantor or breach of any of the provisions of this Security Instrument shall be considered a waiver of any other or subsequent default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted shall be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder shall be held to exhaust such rights and powers, and every such right and power may be exercised from time to time; (ii) any failure by Administrative Agent or any Secured Party to insist upon the strict performance by Grantor of any of the terms and provisions herein shall not be deemed to be a waiver of any of the terms and provisions herein, and Administrative Agent and each Secured Party, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Security Instrument; (iii) neither Grantor nor any other person now or hereafter obligated for the payment of the whole or any part of the Indebtedness shall be relieved of such obligations by reason of the failure of Administrative Agent or Trustee to comply with any request of Grantor, or of any other person so obligated, to take action to foreclose this Security Instrument or otherwise enforce any of the provisions of this Security Instrument or of any obligations secured by this Security Instrument, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the Indebtedness, or by reason of the subordination in whole or in part by Administrative Agent of the lien, security interest or rights evidenced hereby, or by reason of any agreement or stipulation with any subsequent owner or owners of the Property extending the time of payment or modifying the terms of the Indebtedness or this Security Instrument without first having obtained the consent of Grantor or such other person, and, in the latter event, Grantor and all such other persons shall continue to be liable to make such payments according to the terms of any such agreement of extension or modification unless expressly released and discharged in writing by Administrative Agent; (iv) regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien or security interest on the Property, Administrative Agent may release the obligation of anyone at any time liable for any of the Indebtedness or any part of the security held for the Indebtedness and may extend the time of payment or otherwise modify the terms of the Indebtedness and/or this Security Instrument without, as to the security or the remainder thereof, in anywise impairing or affecting the lien or security interest of this Security Instrument or the priority of such lien or security interest, as security for the payment of the Indebtedness as it may be so extended or modified over any subordinate lien or security interest; (v) the holder of any subordinate lien or security interest shall have no right, and shall not be granted the right, to terminate any lease affecting the Property whether or not such lease be subordinate to this Security Instrument; and (vi) Administrative Agent may resort for the payment of the Indebtedness to any security

therefor held by Administrative Agent, on behalf of Secured Parties, in such order and manner as Administrative Agent may elect.

6.27 Inconsistencies with Credit Agreement. In the event of any inconsistency between this Security Instrument and the Credit Agreement, the terms hereof shall control only as necessary to create, preserve and/or maintain a valid lien and security interest upon the Property, otherwise the provisions of the Credit Agreement shall control.

6.28 **APPLICABLE LAW. THIS SECURITY INSTRUMENT AND THE OTHER LOAN DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF TEXAS (WITHOUT GIVING EFFECT TO TEXAS' PRINCIPLES OF CONFLICTS OF LAW) AND THE LAW OF THE UNITED STATES APPLICABLE TO TRANSACTIONS IN THE STATE OF TEXAS, EXCEPT FOR THOSE PROVISIONS IN THIS SECURITY INSTRUMENT AND IN THE OTHER LOAN DOCUMENTS PERTAINING TO THE CREATION, PERFECTION OR VALIDITY OF OR EXECUTION OF LIENS OR SECURITY INTERESTS ON PROPERTY LOCATED IN THE STATE WHERE THE PROPERTY IS LOCATED, WHICH PROVISIONS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE THE PROPERTY IS LOCATED AND APPLICABLE UNITED STATES FEDERAL LAW.**

6.29 **CONSENT TO FORUM. THE PROVISIONS OF THE CREDIT AGREEMENT RELATING TO THE CHOICE OF FORUM FOR ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO ANY OF THE LOAN DOCUMENTS ARE INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH HEREIN IN ITS ENTIRETY.**

ARTICLE VII.

Oregon State Law Provisions

7.1 Conflicts. To the extent of any conflict between the provisions of this Article VII and the other provisions of this Security Instrument, the provisions of this Article VII shall control.

7.2 Forced-Placed Insurance. The following notice is given pursuant to ORS 746.201:

WARNING

> Unless Grantor provides Administrative Agent with evidence of the insurance coverage as required herein, Administrative Agent may purchase insurance at Grantor's expense to protect Administrative Agent's

interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage Administrative Agent purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Administrative Agent. The cost of this insurance may be added to the Indebtedness secured hereby. If the cost is added to the Indebtedness, the interest rate on the Indebtedness will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Administrative Agent purchases may be considerably more expensive than insurance Grantor can obtain on Grantor's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

7.3 Reconveyance by Trustee. Upon written request of Administrative Agent stating that all sums and other obligations secured hereby have been paid, and upon surrender of this Deed of Trust and the promissory note secured hereby to Trustee for cancellation and retention and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or the person or persons legally entitled thereto, without warranty, any portion of the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto." Grantor shall pay for the cost of recording any reconveyance or partial reconveyance(s) of this Deed of Trust, plus a reconveyance fee for each such reconveyance or partial reconveyance as authorized by applicable law.

7.4 Statute of Frauds Notice. **UNDER OREGON LAW, MOST AGREEMENTS, PROMISES, AND COMMITMENTS MADE BY ADMINISTRATIVE AGENT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY GRANTOR'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION, AND BE SIGNED BY ADMINISTRATIVE AGENT TO BE ENFORCEABLE.**

IN WITNESS WHEREOF, Grantor has executed this Security Instrument, Assignment of Leases and Rents, Security Agreement and Fixture Filing as of the date of the acknowledgement on the following signature page, but to be effective as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE OF GRANTOR TO
DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING

GRANTOR:

LD ACQUISITION COMPANY 9 LLC

By: _____
Name: Keith M. Drucker
Title: Chief Operating Officer

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On March 27, 2013, before me Catherine Victoria Humenuk, a Notary Public, personally appeared Keith M. Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

CATHERINE VICTORIA HUMENUK
Commission # 1959356
Notary Public - California
Los Angeles County
My Comm. Expires Nov 5, 2015

WITNESS my hand and official Seal.

_____
Signature of Notary Public

[SEAL]

EXHIBIT A

EASEMENT

TC110571

The easement estate created by that certain Easement and Assignment of Lease Agreement from Columbia Community Bank Corporation, an Oregon corporation as grantor, to LD Holdings LLC, a Delaware limited liability company, as grantee, recorded on November 16, 2012 as Instrument No. 2012-012765 in the Deed Records of Klamath County, Oregon; and further assigned by Landmark Infrastructure Holding Company LLC, formerly known as LD Holdings LLC, to LD Acquisition Company 9 LLC, a Delaware limited liability company pursuant to that certain Assignment of Easement and Lease Agreement recorded in the real property records of Klamath County, Oregon.

Said easement being more fully described therein and being a portion of the real property described on the following page of this Exhibit A.

EXHIBIT A

PARCEL 1:

A parcel of land lying in the Southeast quarter of the Northeast quarter of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Section 36, that point bears South 01°04'29" West 5289.55 feet from the Northeast corner of said Section 36; thence North 08°17'00" West 3412.46 feet to the TRUE POINT OF BEGINNING of this description; thence North 39°21'32" East 167.07 feet; thence North 80°38'28" West 167.07 feet; thence South 20°38'28" West 167.07 feet to the true point of beginning, said point being South 17°10'28" West 2000.99 feet from the Northeast corner of said Section 36. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

PARCEL 2:

A 30.00 foot wide access easement located over an existing gravel road, lying in the East half of Section 36, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and lying 15.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of Lot 134, Tract 1461-THE WOODLANDS-PHASE 3, a duly recorded subdivision on file at the Klamath County Surveyors Office, that point being North 44°11'58" West 2973.25 feet from the Southeast corner of said Section 36; thence along the boundary of Tract 1461-THE WOODLANDS-PHASE 3, South 64°16'03" West 21.00 feet to the centerline of Orange Blossom Drive and the TRUE POINT OF BEGINNING of this description; thence North 31°00'13" West 71.92 feet; thence North 00°31'01" West 59.20 feet; thence North 45°31'37" East 164.65 feet; thence North 46°04'14" East 41.18 feet; thence North 45°20'57" East 138.16 feet; thence North 55°58'40" East 148.94 feet; thence North 83°09'21" East 66.68 feet; thence South 70°17'03" East 237.81 feet; thence South 71°53'21" East 220.89 feet; thence South 62°30'33" East 406.94 feet; thence South 55°36'27" East 169.76 feet; thence South 51°26'21" East 275.59 feet; thence South 42°52'22" East 293.30 feet; thence South 37°43'30" East 184.53 feet; thence South 75°19'43" East 26.61 feet; thence North 27°50'57" East 43.08 feet; thence North 03°02'37" West 297.29 feet; thence North 06°37'53" West 171.07 feet; thence North 03°05'35" West 117.55 feet; thence North 08°34' 11" East 56.37 feet; thence North 28°55'12" East 110.25 feet; thence North 15°13'53" East 91.45 feet; thence North 12°53'59" East 400.35 feet; thence North 07°03'53" East 169.53 feet; thence South 86°19'22" West 106.97 feet; thence North 77°44'14" West 49.41 feet; thence North 64°22'57" West 134.76 feet; thence North 57°20'33" West 33.35 feet; thence North 46°32'39" West 46.89 feet; thence North 36°52'30" West 256.25 feet; thence North 35°50'21" West 31.99 feet; thence North 35°38'20" East 61.37 feet to a point on the boundary of the Wynne Broadcasting Lease Area, said point being South 17°57'03" West 1966.82 feet from the Northeast corner of said Section 36, with sidelines extended or shortened to terminate on the beginning and ending lines. Basis of bearings is Grid North, based on the Oregon State Plane Coordinate System (1983), South Zone.

Tax Parcel No. 3808-03600-00400-000, 3808-03600-00400-A01, 3808-03600-00400-A02

EXHIBIT B

(Lease)

TC110571

That certain Ground Lease dated as of January 1, 2002, by and between Columbia Community Bank Corporation, successor-in-interest to Southview Properties Development, L.L.C., as Lessor, and Wynne Broadcasting Company, Inc. as Lessee.

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