

After recording return to:
Winston & Strawn LLP
100 North Tryon Street, 28th Floor
Charlotte, North Carolina 28202
Attention: Aaron C. Weiner, Esquire
(Telephone number: 704.350.7807)

2013-010670
Klamath County, Oregon
09/19/2013 12:47:14 PM
Fee: \$187.00

NCI-609668-162, 061

DOCUMENT: LINE OF CREDIT INSTRUMENT

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

GRANTOR: **PILOT TRAVEL CENTERS LLC, a Delaware limited liability company,**
with an address of 5508 Lonas Road, Knoxville, Tennessee 37909, Attention:
Kristin K. Seabrook, Esq. General Counsel

BENEFICIARY: **BANK OF AMERICA, N.A., a national banking association, in its capacity as**
Administrative Agent, with an address of 231 South LaSalle Street, Chicago,
Illinois 60697, Attention: Anne M. Zeschke

TRUSTEE: **FIDELITY NATIONAL TITLE GROUP, with an address of 5600 Cox Road,**
Glen Allen, Virginia 23060

The maturity date of the Credit Agreement and promissory note(s) (if any) secured by this Deed of Trust, exclusive of any option to renew or extend such maturity date, is August 7, 2019.

The maximum principal amount to be advanced pursuant to the Credit Agreement and promissory note(s) (if any) secured by this Deed of Trust is Three Billion, Nine Hundred Thirty Million Six Hundred Thirteen Thousand Five Hundred Three and No/100 Dollars (\$3,930,613,503.00).

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH ORS 79.0502.

Tax account number(s) of Property: [] [Address is 3817 N. Hwy 97, Klamath Falls, OR 97601]

**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 (as amended, restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, this "Deed of Trust") made as of the 2nd day of July, 2013, from PILOT TRAVEL CENTERS LLC, a Delaware limited liability company (the "Grantor"), as grantor, debtor and borrower, whose address is 5508 Lonas Road, Knoxville, Tennessee 37909, Attention: Kristin K. Seabrook, Esq., General Counsel, in favor of Fidelity National Title Group (the "Trustee," said term referring always to the named Trustee and its successors in trust, to be indexed as Grantee), whose address is 5600 Cox Road, Glen Allen, Virginia 23060, for the use and benefit of BANK OF AMERICA, N.A., a national banking association, in its capacity as Administrative Agent under the Credit Agreement referred to below, as beneficiary, secured party and lender, for the benefit of the Secured Parties (as defined in the Credit Agreement) (in such capacity, the "Beneficiary"), whose address is 231 South LaSalle Street, Chicago, Illinois 60697, Attention: Anne M. Zeschke.

STATEMENT OF PURPOSE

Reference is hereby made to that certain Second Amended and Restated Credit Agreement dated as of March 30, 2011 (as further amended, restated, replaced, renewed, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, as borrower, the domestic subsidiaries of the Grantor, as guarantors, Bank of America, N.A., in its capacity as administrative agent for the benefit of the Lenders (as hereinafter defined) (in such capacity, the "Administrative Agent"), in its capacity as swingline lender, and in its capacity as issuing lender, and the banks and other financial institutions who are or may become party thereto, as lenders (the "Lenders").

This Deed of Trust secures:

- (i) all "Credit Party Obligations" under and as defined in the Credit Agreement (all such obligations being hereinafter referred to as the "Credit Agreement Obligations"); and
- (ii) the payment by the Grantor of all other sums, with interest thereon, advanced by the Beneficiary to protect the security of this Deed of Trust (together with the Credit Agreement Obligations, the "Secured Obligations").

Defined terms used herein, as indicated by the initial capitalization thereof, shall have the meanings ascribed to such terms in the Credit Agreement or other applicable Credit Document (as defined in the Credit Agreement), unless otherwise provided herein.

A condition to the continued extension by the Administrative Agent and the Lenders of certain of the revolving credit facilities provided for in the Credit Agreement and the initial extension by the Administrative Agent and the Lenders of certain of the term loan credit facilities provided for in the Credit Agreement is the execution and delivery by the Grantor of this Deed of Trust, and the grant by the Grantor of the Lien and security interest created pursuant hereto, in favor of the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as security for the Secured Obligations. The Grantor currently receives and will receive a direct benefit from the credit facilities extended under the Credit Agreement, and therefore the Grantor has agreed to execute and deliver this Deed of Trust, and to grant the Lien and security interest created pursuant hereto, in favor of the Administrative Agent, for its own benefit and for the benefit of the other Secured Parties, as security for the Secured Obligations.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and in order to secure (a) the Secured Obligations and the repayment of the Secured Obligations, with interest thereon, and all renewals, extensions and modifications thereof; (b) the repayment of any future advances, with interest thereon, made by the Secured Parties or any of them to or for the benefit of the Grantor pursuant to Section 1.3 hereof; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this instrument; and (d) the performance of the covenants and agreements of the Grantor contained herein, in the Credit Agreement and in the other Credit Documents, and in consideration of the Lenders' continuing agreements under the Credit Agreement to extend the credit facilities provided for therein to the Grantor, the Grantor does hereby irrevocably (i) **CONVEY, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, PLEDGE**, and set over unto the Trustee and the successors and assigns of the Trustee, for the benefit of the Beneficiary, for the further benefit of the Secured Parties, all of the Grantor's right, title and interest in and to the "Land" (as defined below) and the "Improvements" (as defined below) (the Land and the Improvements, collectively, the "Premises"), as described below and any real or mixed property referred to below, and (ii) convey and grant a security interest unto the Beneficiary, for the benefit of the Secured Parties, in all of the Grantor's right, title and interest in and to the "Equipment", the "Proceeds" and any other personal property referred to below. This Deed of Trust shall secure a maximum aggregate principal amount under the Credit Documents of Three Billion, Nine Hundred Thirty Million Six Hundred Thirteen Thousand Five Hundred Three and No/100 Dollars (\$3,930,613,503.00) at any one time. The property and rights (collectively, the "Property") subject to this Deed of Trust are all of the Grantor's right, title and interest in and to the following:

A. all of the right, title and interest of the Grantor in and to the real estate, as more specifically described in Exhibit A attached hereto, together with all of the Grantor's rights, title and interest under all easements, rights of way, restrictive covenants, parking agreements, encroachment agreements, licenses, streets, alleys, passages, walkways, strips of land, sewer rights, waters, water courses, water privileges, tenements, hereditaments and other appurtenances and rights, including, but not limited to, air rights, surface rights and subsurface rights relating or appertaining to such real estate (collectively, the "Land");

B. all of the right, title and interest of the Grantor in and to all facilities, buildings, structures, fixtures, improvements and parking areas now or hereafter located on the Land and all replacements thereof and additions thereto (collectively, the "Improvements"); without limiting the foregoing, the term "Improvements" shall include: all buildings, components of buildings, roads, streets, curbs, gutters, sidewalks and pedestrian ways; all storm drainage, water systems, sewer systems, electrical systems, gas systems and other utilities equipment; and all improvements relating to easements appurtenant to the Land and landscaping, whether or not located on the Land, which are necessary or appropriate to fully benefit and serve the Improvements located on the Land;

C. all chattels, machinery, fixtures, equipment, furnishings, goods, construction materials and articles of personal property now or hereafter attached to, incorporated in, or located on the Premises or on appurtenant easements and used or usable in connection with any present or future construction, operation or letting of the Property or the activities at any time conducted therein or thereon which are owned by the Grantor (collectively, the "Equipment"), including, but not limited to, any and all types of apparatus, machinery and equipment, heating, venting and air-conditioning, lighting, laundry, incinerating and power equipment and machinery, plumbing, refrigerating, trash compacting, cleaning, cooking, smoke detection, fire prevention and fire extinguishing systems, security and access control apparatus, communications apparatus (including antennas, satellite dishes and systems, telecommunications systems, equipment, facilities and devices, televisions and television systems, audio and video systems, equipment, facilities and devices, and computer systems and fixtures and appurtenances thereto), sprinkler systems,

gas and electric fixtures, awnings, shades, screens, window shades and blinds, storm doors and windows, appliances, cabinets, ducts and compressors, water heaters, water closets, sinks, dishwashers, disposals, washers, dryers, radiators, ranges, paneling, office equipment and other furnishings, fitness and exercise equipment, rugs, carpets, curtain rods, draperies and linens, mirrors, elevators, escalators, pumps, motors, boilers, engines, conduits, dynamos, refrigerators, freezers, incinerators, trash receptacles, trees, plants, flowers, shrubbery, and all other machinery, equipment, appliances, fittings, furniture, furnishings, chattels and articles of personalty of every kind and nature used in the operation of the Improvements and structures now or hereafter situated on and constituting part of the Property or on appurtenant easements, together with any and all replacements thereof and additions thereto;

D. to the extent assignable, all of the right, title and interest of the Grantor in and to any unearned insurance premiums and any insurance proceeds realized from or as a result of the Grantor's ownership or operation of the Property and any and all awards, including interest thereon, heretofore and hereafter made to the Grantor for any taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including any awards for changes of grade of streets, which awards are hereby assigned to the Beneficiary (for the benefit of the Secured Parties), who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittances therefor and to apply the same to the Secured Obligations, to the extent hereinafter provided (all of the foregoing being referred to herein as the "Proceeds");

E. to the extent assignable, all of the right, title and interest of the Grantor in and to all existing and future leases, subleases, tenancies, licenses, occupancy agreements and other agreements for the use and occupancy of all or any portion of the Property, and any and all extensions, renewals and modifications thereof, whether written or oral and whether for a definite term or month to month, including without limitation (i) any and all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, (ii) the right to receive and collect all rents thereunder, (iii) any options or rights of first refusal thereunder, and (iv) any and all guarantees of the lessee's obligations thereunder (collectively, the "Leases");

F. all of the right, title and interest of the Grantor in and to all earnings, revenues, rents, issues, profits, receipts, reserves, avails, general intangibles, choses in action, proceeds and other income of and from the Property or any portion thereof including, without limitation, all rents and receipts (including, without limitation, minimum rents, additional rents, percentage rents, parking, maintenance and deficiency rents) from, or proceeds payable under or related to, the Leases (together with the items described in Clauses G, H and I below, collectively, the "Rents");

G. to the extent assignable, all of the right, title and interest of the Grantor in and to all awards and payments of any kind derived from or relating to any Lease, including, without limitation: (i) claims for the recovery of damages to the Property by proceeds of any policy of insurance or otherwise, or for the abatement of any nuisance existing thereon; (ii) claims for damages resulting from acts of insolvency or bankruptcy or otherwise; (iii) lump sum payments for the cancellation or termination of any Lease, the waiver of any term thereof, or the exercise of any right of first refusal or option to purchase; and (iv) the return of any insurance premiums or *ad valorem* tax payments made in advance and subsequently refunded;

H. to the extent assignable, all of the right, title and interest of the Grantor in and to the proceeds of any rental or loss of rents insurance carried by the Grantor on the Property;

I. to the extent assignable, all of the right, title and interest of the Grantor in and to all security deposits and escrow accounts made by any tenant or subtenant under any Lease;

J. to the extent assignable, all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, permits, surveys and similar documents relating to the Property; all sewer taps, permits and allocations; and all agreements for utilities, bonds, sureties and the like, relating to the Property or appurtenant facilities erected or to be erected upon or about the Property;

K. to the extent assignable, all warranties and guarantees of contractors or subcontractors or of suppliers or manufacturers of equipment or other property incorporated into the Improvements or used with or otherwise constituting part of the fixtures therein; and

L. all the property of every kind and description, whether real, personal or mixed, which at any time hereafter, by indenture or indentures supplemental hereto, and by other instruments of transfer, may be expressly conveyed, mortgaged or pledged, delivered, assigned or transferred to the Trustee or the Beneficiary, for the benefit of the Secured Parties, by or on behalf of the Grantor, as and for additional or substitute security for the Secured Obligations.

TO HAVE AND TO HOLD the Property hereby conveyed or mentioned and intended so to be, to the use and benefit of the Trustee and the successors, successors-in-title and assigns of the Trustee, forever.

PROVIDED, HOWEVER, that this conveyance is made **IN TRUST** for the following uses and trusts, and for no other purposes, to-wit:

(a) To secure the payment of the Secured Obligations, together with interest thereon, due or to become due, which have been advanced by the Secured Parties (or any of them) or which the Secured Parties (or any of them) have agreed to advance pursuant to the Credit Documents;

(b) To secure all sums advanced by the Secured Parties (or any of them) to the Grantor or expended by the Secured Parties (or any of them) for the Grantor's account relating to the Secured Obligations, including but not limited to advances for taxes and insurance, or for the Grantor's benefit pursuant to the terms of this Deed of Trust or any of the other Credit Documents;

(c) To secure any and all other obligations or sums due from the Grantor pursuant to, and the faithful performance by the Grantor of all terms and conditions contained in, this Deed of Trust and the other Credit Documents hereinafter, together with any and all extensions, modifications and/or renewals of any of the Credit Documents;

(d) To secure the payment of all court costs, expenses and costs of whatever kind incident to the collection of any indebtedness secured hereby and the enforcement or protection of the Lien of this conveyance, including reasonable attorney's fees, whether at trial, on appeal or in any bankruptcy proceedings; and

(e) To secure any other Secured Obligations not otherwise set forth in (a)-(d) above.

Should the Secured Obligations be indefeasibly paid and performed in full when due and the Commitments terminated, and if the Grantor shall keep, perform and observe each of the covenants, agreements and provisions in this Deed of Trust to be kept, performed and observed by the Grantor, then, at such time, this Deed of Trust and the estate and rights hereby granted shall terminate and be of no further force and effect and the Lien created by this Deed of Trust shall be released, any and all costs associated with such release to be borne by the Grantor.

This Deed of Trust secures, inter alia, present and future advances made by the Secured Parties pursuant to the Credit Documents. The priority of such future advances shall relate back to the date of this Deed of Trust, or to the earliest later date as required by any Requirement of Law. This Deed of Trust also secures advances made by the Trustee and/or the Beneficiary with respect to the Property for the payment of taxes, assessments, maintenance charges, and insurance premiums, costs incurred by the Trustee and/or the Beneficiary for the protection of the Property or the Lien of this Deed of Trust, and expenses incurred by the Trustee and/or the Beneficiary by reason of the occurrence of an Event of Default and the priority of such advances, costs and expenses shall also relate back to the date of this Deed of Trust, or to such later date as required by any Requirement of Law.

The Grantor makes the foregoing grant to the Trustee to hold the Property in trust for the use and benefit of the Beneficiary and for the purposes and upon the terms and conditions hereinafter set forth.

ARTICLE I

REPRESENTATIONS, WARRANTIES AND COVENANTS OF GRANTOR

The Grantor represents, warrants, and covenants with the Beneficiary and other Secured Parties as follows:

SECTION 1.1 Payment and Performance of Secured Obligations. The Grantor will pay and perform, or cause to be paid and performed, when due the Secured Obligations.

SECTION 1.2 Priority of Lien. This Deed of Trust is and, prior to the performance and indefeasible payment in full of the Secured Obligations and termination of the Commitments shall remain, a first Lien on all of the Property, subject only to Liens permitted pursuant to the terms of the Credit Agreement. The Grantor shall pay or cause to be discharged within ten (10) days after they shall be payable, or shall make adequate provisions for the satisfaction or discharge of, all lawful claims and demands of mechanics, laborers and materialmen (including the posting of a bond sufficient to satisfy or discharge such claims) which, if unpaid, might be a Lien or charge on the Property (or any part thereof) or the income therefrom; provided, that the Grantor may contest any such claims or demands in good faith so long as adequate reserves are maintained with respect thereto in accordance with GAAP. Nothing herein contained shall require the Grantor to pay any claims for labor, materials or services provided solely for the benefit of any landlord or any other tenant.

SECTION 1.3 Future Advances. This Deed of Trust is given to secure not only existing obligations, but also future advances. It is understood and agreed that this Deed of Trust covers, inter alia, present and future advances made by the Beneficiary or other Secured Parties or any of them to or for the benefit of the Grantor pursuant to the Credit Agreement, and that the Lien of such future advances shall relate back to the date of this Deed of Trust. At no time shall the aggregate principal amount of the indebtedness under the Credit Documents secured by this Deed of Trust, not including loans advanced hereunder to protect the security of this Deed of Trust, exceed Three Billion, Nine Hundred Thirty Million Six Hundred Thirteen Thousand Five Hundred Three and No/100 Dollars (\$3,930,613,503.00). In addition, this Deed of Trust secures, and the Secured Obligations include, the unpaid balances of any advances made with respect to the Property for the payment of taxes, assessments, maintenance charges, insurance premiums or costs incurred for the protection of the Property or the Lien of this Deed of Trust (including expenses referred to in Section 1.4 below) and expenses incurred by the Beneficiary by reason of default by the Grantor under this Deed of Trust or any other Credit Document.

SECTION 1.4 Expenses. If any action or proceeding is commenced to which the Beneficiary or the other Secured Parties (or any of them) become or are made a party arising out of or in

connection with any of the Credit Documents, or in which it becomes necessary to enforce, defend or uphold the Lien of this Deed of Trust, all court costs and litigation costs (including, without limitation, reasonable attorneys' fees and expenses) (collectively "Expenses") incurred by the Beneficiary and the other Secured Parties shall be paid by the Grantor, and any such sum shall be a Lien on the Property, prior to any right, or title to, interest in, or claim upon the Property attaching or accruing subsequent to the Lien of this Deed of Trust, and shall be deemed to be secured by this Deed of Trust. In any action or proceeding to foreclose the Lien of this Deed of Trust or to recover, collect or compel the performance of the Secured Obligations, the provisions of any Requirement of Law respecting the recovery of costs, disbursements and allowances shall prevail unaffected by this covenant.

SECTION 1.5 Insurance.

(a) The Grantor will maintain, or cause to be maintained, in full force and effect all insurance coverage and policies required to be maintained under the terms of the Credit Agreement, the Security Documents or any other Credit Document and as set forth herein. Insurance coverage shall include:

(i) insurance against loss or damage to the Property by fire, windstorm, tornado and hail and against loss or damage by such other, further and additional risks as may be now or hereafter embraced by an "all risk" form insurance policy with Extended Coverage Endorsement and replacement cost broad form fire and collapse insurance on the Property with a company or companies approved by the Beneficiary and with coverages and in form, content and amount reasonably acceptable to the Beneficiary. Such policy shall also extend coverage for acts of vandalism and malicious mischief, without co-insurance, in an amount equal to 100% of the replacement cost of the Improvements. For buildings equipped with automatic sprinkler systems designed to discharge an extinguishing agent, including, but not limited to, water, chemicals or gas, such policy shall include sprinkler leakage as a covered cause of loss;

(ii) for buildings equipped with boilers, heating and ventilating systems, refrigeration equipment, air conditioning units, pumps, compressors, motors, blowers, generators, transformers and other types of heavy equipment, the Beneficiary shall require Boiler and Machinery Insurance to cover the sudden and accidental breakdown of such equipment;

(iii) if any Improvements (now or hereafter existing) on the Land are or will be located in an area identified by the U.S. Department of Housing and Urban Development or Federal Emergency Management Agency as an area having "special flood hazards", the Grantor shall also furnish flood insurance in the amount which is the lesser of (A) the maximum amount of the Secured Obligations for the purposes of this Deed of Trust, or (B) the maximum limit of coverage available under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, and the Housing and Community Development Acts of 1974 and 1977, all as amended;

(iv) such worker's compensation insurance as is required by any Requirement of Law;

(v) rental loss insurance or loss of business income insurance in an amount sufficient to compensate for all rents or income, if any, at the Property and real estate taxes and insurance premiums for a period of at least six (6) months;

(vi) single limit comprehensive general public liability insurance against claims for bodily injury, death or property affording protection in respect of injury or death to any person or damage to property of any one owner, and in respect of injury or death to more than one person or damage to property of more than one owner arising from any one accident or occurrence, each to the limit required by the Beneficiary; and

(vii) such other insurance on the Property or on any replacements or substitutions thereof or additions thereto as may from time to time be required by the Beneficiary against other insurable hazards or casualties which at the time are commonly insured against in the case of property similarly situated, including, without limitation, Sinkhole, Mine Subsidence and Earthquake insurance, due regard being given to the height and type of buildings, their construction, location, use and occupancy.

(b) During the term of the Credit Agreement, the premium on each insurance policy described above shall be paid on or prior to the date when due and the policy term renewed annually in the same form and with at least the same coverage as the preceding year, with the Beneficiary to receive notice of renewal at least thirty (30) days prior to expiration. Further, no such policy shall be subject to cancellation, nonrenewal or reduction of coverage unless the insurer has given the Beneficiary at least thirty (30) days' prior written notice of such action. All policies described herein must be issued by insurance companies and agencies licensed by the Insurance Commission (or comparable agency) of the state in which the Property is located (the "State") to conduct business in the State and approved by the Beneficiary. The Beneficiary shall have the right to approve each and every insurance carrier and policy, such approval not to be unreasonably withheld.

(c) All policies shall include a standard, non-contributory mortgagee clause naming the Beneficiary and/or the Secured Parties (as may be required) as additional insured under all liability insurance policies, as first mortgagee on all property insurance policies and as the loss payee on all loss of rents insurance policies. All policies shall be in form and content as approved by the Beneficiary.

SECTION 1.6 Removal of Improvements. No Improvements shall be removed, demolished or materially altered without the Beneficiary's prior written consent, which shall not be unreasonably withheld.

SECTION 1.7 Security Interest. The Grantor shall promptly cause to be prepared and filed (as directed by the Beneficiary) any and all documents, including UCC Financing Statements (the "Financing Statements") pursuant to the Uniform Commercial Code of the State as now enacted and subsequently amended from time to time (the "Code") and/or pursuant to the Uniform Commercial Code of the state in which the Grantor is organized, as may be necessary, or as the Beneficiary may reasonably request, to preserve and maintain the first lien priority of the interest created hereby on all fixtures and personal property constituting part of the Property. Such Financing Statements shall be filed in such places as the Beneficiary reasonably determines. The Grantor hereby authorizes and empowers the Beneficiary to prepare and file, on the Grantor's behalf, all Financing Statements and refilings and continuations thereof as the Beneficiary deems reasonably necessary or advisable to perfect, preserve and protect the Beneficiary's and Secured Parties' interest in such fixtures and personal property, and the Grantor hereby irrevocably appoints the Beneficiary as the Grantor's agent and attorney-in-fact (such appointment being coupled with an interest) so to do. This Deed of Trust is deemed a "Security Agreement" (as defined in the Code) and, with respect to the personal property encumbered by this Deed of Trust, the remedies for any violation of the covenants, terms and conditions and agreements contained in the Credit Documents shall be as prescribed (i) in this Deed of Trust (the Grantor agreeing that all such

personal property may be sold by the Beneficiary as part of any sale under any foreclosure sale provided for in Section 4.1(e) hereof) or under any other Credit Document, (ii) by any Requirement of Law or (iii) by the Code, all at the Beneficiary's sole election.

SECTION 1.8 Sale; Liens; Subdivision. Except as may be permitted under the Credit Agreement or any other Credit Document, the Grantor shall not, directly or indirectly, sell, transfer, convey, lease or further encumber or mortgage, whether voluntary, involuntary or by operation of law, or suffer or permit the same, all or any part of the Property or any interest therein or in the Grantor; provided, that in the event any such sale, transfer, conveyance, lease or encumbrance is permitted and shall occur, the proceeds relating to or arising therefrom shall, be applied to the Secured Obligations to the extent required by, and in the manner set forth in, the Credit Agreement.

SECTION 1.9 Eminent Domain. The Beneficiary is hereby authorized and empowered to settle, adjust or compromise any and all claims and rights arising from any eminent domain or condemnation action relating to part or all of the Property (or any interest therein) and to collect and receive the proceeds relating to or arising therefrom (collectively, the "Condemnation Proceeds"). Each entity which may hereafter exercise a power of eminent domain or condemnation with respect to part or all of the Property is hereby authorized and directed to pay Condemnation Proceeds directly to the Beneficiary, for the benefit of the Secured Parties, instead of to the Grantor and the Beneficiary jointly. In the event any entity which may hereafter exercise a power of eminent domain or condemnation with respect to part or all of the Property fails to disburse Condemnation Proceeds directly and solely to the Beneficiary but disburses such Condemnation Proceeds instead either solely to the Grantor or to the Grantor and the Beneficiary jointly, the Grantor agrees to (i) hold such Condemnation Proceeds in trust for the Beneficiary and (ii) immediately endorse and transfer such Condemnation Proceeds to the Beneficiary. Upon the failure of the Grantor to immediately endorse and transfer such Condemnation Proceeds as aforesaid, the Beneficiary may execute such endorsements or transfers for and in the name of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary as the Grantor's agent and attorney-in-fact (such appointment being coupled with an interest) so to do. The Condemnation Proceeds shall be applied to the Secured Obligations to the extent required by, and in the manner set forth in, the Credit Agreement.

SECTION 1.10 Insurance Proceeds. The Beneficiary is hereby authorized and empowered to settle, adjust or compromise any claims or rights under any insurance policies maintained pursuant to this Deed of Trust, the Credit Agreement or any other Credit Document and to collect and receive the proceeds from any such policy or policies (collectively, the "Insurance Proceeds"). Each insurance company is hereby authorized and directed to pay all Insurance Proceeds directly to the Beneficiary, for the benefit of the Secured Parties, instead of to the Grantor and the Beneficiary jointly. In the event any insurance company fails to disburse Insurance Proceeds directly and solely to the Beneficiary but disburses such Insurance Proceeds instead either solely to the Grantor or to the Grantor and the Beneficiary jointly, the Grantor agrees to (i) hold such Insurance Proceeds in trust for the Beneficiary and (ii) immediately endorse and transfer such Insurance Proceeds to the Beneficiary. Upon the failure of the Grantor to endorse and transfer such Insurance Proceeds as aforesaid, the Beneficiary may execute such endorsements or transfers for and in the name of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary as the Grantor's agent and attorney-in-fact (such appointment being coupled with an interest) so to do. The Insurance Proceeds shall be applied to the Secured Obligations to the extent required by, and in the manner set forth in, the Credit Agreement.

ARTICLE II

POSSESSION AND ADMINISTRATION OF THE PROPERTY

SECTION 2.1

Impositions.

(a) The Grantor will pay or cause to be paid in a timely manner all taxes, assessments and other charges now or hereafter levied against the Property, or any part thereof, and also any and all license fees or similar charges which may be imposed by the municipality in which the Premises are situated for the use of walks, areas, air space, parking areas and other space or facilities beyond the lot line and on or abutting the public sidewalks in front of or adjoining the Premises, together with any penalties or interest on any of the foregoing; and in the case of default in the payment thereof, the Beneficiary may (but shall not be obligated to) pay the same and the Grantor will repay or cause to be repaid such sum, and such sum shall be added to the indebtedness secured by this Deed of Trust.

(b) The Grantor will not claim any credit on or make any deduction from the interest or principal of the Secured Obligations by reason of the payment of any taxes levied or to be levied on the Property, or any part thereof, during the continuance of the Lien of this Deed of Trust.

SECTION 2.2

Warranty of Title. The Grantor warrants that the Grantor is indefeasibly seized of the Property in fee simple absolute, free and clear from all encumbrances (subject only to Liens permitted pursuant to Section 6.2 of the Credit Agreement), and that the Grantor has full power and lawful authority to convey and encumber the same; that the Grantor shall and will make, execute, acknowledge and deliver all such further or other deeds, instruments or assurances as may at any time hereafter be reasonably desired or required by the Beneficiary to more fully and effectually convey the Property for the purposes aforesaid; and that the Grantor will warrant and defend the Property against all persons whomsoever, except for claims arising pursuant to Liens permitted pursuant to the terms of the Credit Agreement.

SECTION 2.3

Waste. The Grantor will cause the Improvements now or hereafter constructed on, and constituting part of, the Property to be protected and to be kept in good order and repair and will not commit or suffer any waste, deterioration or impairment of the Property whereby the value of the Property might be materially impaired. In the event that such waste, deterioration or impairment of the Property shall occur, which such waste, deterioration or impairment is not promptly cured by the Grantor, the Beneficiary may (but shall not be obligated to) take such action as may be necessary to remedy such condition and the Grantor shall repay or cause to be repaid all costs and expenses associated with such remedy and such sum shall be added to the Secured Obligations.

SECTION 2.4

Inspection. The Beneficiary and any persons authorized by the Beneficiary shall have the right to enter and inspect the Property at all reasonable times and upon reasonable prior notice to the Grantor; provided that, upon the occurrence and during the continuance of an Event of Default, the Beneficiary may do any of the foregoing at any time without advance notice.

SECTION 2.5

Compliance with Governmental Authorities. The Grantor will comply with or cause to be complied with in all material respects, all statutes, ordinances and requirements of any Governmental Authority relating to the Property. The Grantor will not initiate, join in, or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions, limiting or defining the uses which may be made of the Premises, or any part thereof, without the prior written consent of the Beneficiary, which shall not be unreasonably withheld.

ARTICLE III

ASSIGNMENT OF LEASES AND RENTS

SECTION 3.1 Assignment. The Grantor hereby assigns to the Trustee, for the benefit of the Beneficiary and the other Secured Parties, all Rents and all of the Grantor's rights in and under all Leases. So long as no Event of Default has occurred, the Grantor shall have a license (which license shall terminate automatically and without further notice upon the occurrence of an Event of Default) to collect, but not prior to accrual, the Rents under the Leases and, where applicable, subleases, such Rents to be held in trust for the Beneficiary and to otherwise deal with all Leases as permitted by this Deed of Trust. Each month, provided no Event of Default has occurred, the Grantor may retain such Rents as were collected that month and held in trust for the Beneficiary. Upon the revocation of such license, all Rents shall be paid directly to the Beneficiary and not through the Grantor, all without the necessity of any further action by the Beneficiary, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Property or any action for the appointment of a receiver. The Grantor hereby authorizes and directs the tenants under the Leases to pay Rents to the Beneficiary upon written demand by the Beneficiary, without further consent of the Grantor, without any obligation of such tenants to determine whether an Event of Default has in fact occurred and regardless of whether the Beneficiary has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by the Beneficiary to the tenants. Any such payments to the Beneficiary shall constitute payments to the Grantor under the Leases. The curing of an Event of Default, unless any other Event of Default also then exists, shall entitle the Grantor to recover its aforesaid license to do any such things which the Grantor might otherwise do with respect to the Property and the Leases thereon and to again collect such Rents. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence of an Event of Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon the Beneficiary to exercise any power or right granted in this Section 3.1 or to assume any liability under any Lease of any part of the Property and no liability shall attach to the Beneficiary for failure or inability to collect any Rents under any such Lease. The assignment contained in this Section 3.1 shall become null and void upon the release of this Deed of Trust.

SECTION 3.2 Covenants, Representations and Warranties Concerning Leases and Rents. The Grantor covenants, represents and warrants that: (a) the Grantor has good title to, and is the owner of the entire landlord's interest in, the Leases and Rents hereby assigned and authority to assign them; (b) all Leases are valid and enforceable, and in full force and effect, and are unmodified except as stated therein; (c) neither the Grantor nor any tenant in the Property is in default under its Lease (and no event has occurred which with the passage of time or notice or both would result in a default under its Lease) or is the subject of any bankruptcy, insolvency or similar proceeding; (d) unless otherwise stated in a Permitted Lien, 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; (e) no Rents have been waived, released, discounted, set off or compromised; (f) except as stated in the Leases, the Grantor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rents; (g) the Grantor 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; (h) the Grantor will not, without the prior written consent of the Beneficiary, enter into any Lease after the date hereof, or waive, release, discount, set off, compromise, reduce or defer any Rents, receive or collect Rents more than one (1) month in advance, grant any rent-free period to any tenant, reduce any Lease term or waive, release or otherwise modify any other material obligation under any Lease, renew or extend any Lease except in accordance with a right of the tenant thereto in such Lease, approve or consent to an assignment of a Lease or a subletting of any part of the premises covered by a Lease, or settle or compromise any claim against a tenant under a Lease in bankruptcy or otherwise;

(i) the Grantor will not, without the prior written consent of the Beneficiary, which shall not be unreasonably withheld, terminate or consent to the cancellation or surrender of any Lease having an unexpired term of one (1) year or more; (j) the Grantor shall give prompt notice to the Beneficiary, as soon as the Grantor first obtains notice, of any claim, or the commencement of any action, by any tenant or subtenant under or with respect to a Lease regarding any claimed damage, default, diminution of or offset against Rents, cancellation of the Lease, or constructive eviction, and the Grantor shall defend, at the Grantor's expense, any proceeding pertaining to any Lease, including, if the Beneficiary so requests, any such proceeding to which the Beneficiary is a party; (k) the Grantor shall as often as requested by the Beneficiary, within thirty (30) days of each request, deliver to the Beneficiary a complete rent roll of the Property in such detail as the Beneficiary may require and financial statements of the tenants, subtenants and guarantors under the Leases to the extent available to the Grantor, and deliver to such of the tenants and others obligated under the Leases specified by the Beneficiary written notice of the assignment in Section 3.1 hereof in form and content satisfactory to the Beneficiary; (l) promptly upon request by the Beneficiary, the Grantor shall deliver to the Beneficiary executed originals of all Leases and copies of all records relating thereto; and (m) there shall be no merger of the leasehold estates created by the Leases with the fee estate of the Land without the prior written consent of the Beneficiary.

SECTION 3.3 Estoppel Certificates. All future Leases and extensions or renewals of existing Leases shall require the tenant to execute and deliver to the Beneficiary an estoppel certificate in form and substance acceptable to the Beneficiary within thirty (30) days after notice from the Beneficiary.

SECTION 3.4 No Liability of the Beneficiary. The Beneficiary's acceptance of this assignment shall not be deemed to constitute the Beneficiary a "mortgagee in possession," or similar term, nor obligate the Beneficiary to appear in or defend any proceeding relating to any Lease or to the 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 the Grantor by any tenant and not as such delivered to and accepted by the Beneficiary. The Beneficiary shall not be liable for any injury or damage to person or property in or about the Property, or for the 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 the Beneficiary's rights regarding Leases and Rents (including collection of Rents) nor possession of the Property by the Beneficiary nor the Beneficiary's consent to or approval of any Lease (nor all of the same), shall render the 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 the 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. The Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any Lease. The rights of the Beneficiary under this Article III shall be cumulative of all other rights of the Beneficiary under the Credit Documents or otherwise.

ARTICLE IV

REMEDIES

SECTION 4.1 Remedies. In addition to, and without limitation of, remedies set forth in the Credit Agreement, the other Credit Documents and any Requirement of Law, upon the occurrence of an Event of Default, and at any time thereafter during the continuance of such Event of Default, to the extent permitted by any Requirement of Law, the Beneficiary may, and upon the request of the Required Lenders shall, exercise any or all of the following remedies:

(a) the Beneficiary may enter into and upon all or any part of the Property and may exclude the Grantor and its agents and servants wholly therefrom, and having and holding the same may use, operate, develop, manage and control the Property, or any part thereof, and conduct the business of the Grantor (including, without limitation, exercising any and all rights of the Grantor under the Leases and any other applicable lease with respect to the Property), either personally, or by the Beneficiary's agents, attorneys, receivers or trustees, in such manner as the Beneficiary may deem to be to the Beneficiary's best advantage. To the extent permitted by any Requirement of Law, the Beneficiary shall be entitled to collect and receive all Rents, for the benefit of the Secured Parties or to otherwise exercise all of the Grantor's rights with respect to the Rents after deducting all associated expenses, and all necessary repairs, maintenance, renewals, replacements, alterations, additions, betterments and improvements, and all payments which may be made for taxes, assessments, insurance and other charges creating Liens on the Property, or any part thereof, as well as reasonable compensation for their own services and for the services of their counsel, agents, clerks, servants and other employees by them properly engaged and employed, provided no compensation shall be paid to any employee, agent or clerk of the Beneficiary above the level of property manager employed in connection with the exercise of the Beneficiary's rights under this Section 4.1(a).

(b) the Beneficiary shall apply the balance of the money derived from the operation and management of the Property and business in the manner set forth in Section 4.4 below.

(c) the Beneficiary may bring an appropriate action to recover any sums required to be paid by the Grantor under the terms of the Credit Documents, as they become due, without regard to whether or not the principal indebtedness or any other sums evidenced by the Credit Documents and secured by this Deed of Trust shall be due, and without prejudice to the right of the Beneficiary thereafter to bring an action of foreclosure, or any other action, for any Event of Default existing at the time the earlier action was commenced.

(d) the Beneficiary may declare the Secured Obligations, or any of them, to be immediately due and payable, and unless same are paid or performed on demand, the Beneficiary may resort to any and all remedies provided in any Credit Document or by law and in equity.

(e) the Beneficiary and/or the Trustee may cause this Deed of Trust to be foreclosed in any manner now or hereafter provided by the laws of the State, and, at the option of the Beneficiary, the Beneficiary, by and through the Trustee or otherwise, shall sell the Property or any part of the Property at one or more public sales before any front door of the courthouse of the county or counties, as may be required, in which the Land or any part of the Land is situated, after having first given notice of the time, place and terms of sale at least once a week for three (3) successive weeks preceding the date of such sale in some newspaper published in said county or counties, as may be required, or, if none is so published, then in some newspaper having a general circulation therein, and by posting a notice for the same time at the courthouse in the same county(ies). The notice and advertisement shall otherwise comply with the requirements of any Requirement of Law, and the Beneficiary, by and through the Trustee or otherwise, may offer the property herein conveyed as a whole, regardless of how it is described. At any such sale, the Beneficiary, by and through the Trustee or otherwise, may execute and deliver to the purchaser a conveyance of the Property or any part of the Property. The Beneficiary, by and through the Trustee or otherwise, shall have the right to enforce any of its remedies set forth herein without notice to the Grantor, except for such notice as may be required by law. In the event of any sale under this Deed of Trust by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property may be sold as an entirety or in separate parcels and in such manner or order as the Beneficiary in its sole discretion may elect,

and if the Beneficiary so elects, the Beneficiary, by and through the Trustee or otherwise, may sell the personal property covered by this Deed of Trust at one or more separate sales in any manner permitted by the Code, and one or more exercises of the powers herein granted shall not extinguish or exhaust such powers, until the entire Property is sold or the Secured Obligations are paid in full. If the Secured Obligations are now or hereafter further secured by any chattel mortgages, pledges, contracts of guaranty, assignments of lease or other security instruments, the Beneficiary at its option may exhaust the remedies granted under any of said security instruments or this Deed of Trust either concurrently or independently, and in such order as the Beneficiary may determine.

(i) Said sale may be adjourned by the Beneficiary, or its agent, and reset at a later date without additional publication; provided that an announcement to that effect be made at the scheduled place of sale at the time and on the date the sale is originally set.

(ii) In the event of any sale of the Property as authorized by this Section 4.1(e), all prerequisites of such sale shall be presumed to have been performed, and in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment or non-performance of the Secured Obligations or as to the advertisement of sale, or the time, place and manner of sale, or as to any other fact or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

(iii) If an Event of Default shall have occurred, the Beneficiary may, in addition to and not in abrogation of the rights covered under this Section 4.1(e), either with or without entry or taking possession as herein provided or otherwise, proceed by a suit or suits in law or in equity or by any other appropriate proceeding or remedy to pursue any other remedy available to it, all as the Beneficiary in its sole discretion shall elect.

(f) the Beneficiary may exercise any or all of the remedies available to a secured party under the Code, including, but not limited to, selling, leasing or otherwise disposing of any fixtures and personal property which is encumbered hereby at public sale, with or without having such fixtures or personal property at the place of sale, and upon such terms and in such manner as the Beneficiary may determine. The Beneficiary and the Secured Parties, or any of them, may be a purchaser at any such public sale of such fixtures or personal property.

(g) the Beneficiary may proceed to protect and enforce the Beneficiary's and Secured Parties' rights under this Deed of Trust and any other Credit Document by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement, assistance in connection with the execution of any power granted herein or other appropriate legal or equitable remedy.

(h) the Beneficiary may apply to an appropriate court for the appointment of a receiver of the Rents of the Property, and the Beneficiary shall be entitled to the appointment of such a receiver as a matter of right without consideration of the value of the Property as security for the amounts due the Beneficiary and the other Secured Parties or the solvency of any person or entity liable for the payment of such amounts.

In the event the Property, or any portion thereof, is sold pursuant to any writ of execution on a judgment obtained by virtue of any Credit Document, or pursuant to any other judicial proceedings under

any Credit Document, the Property may be sold as a whole or as separate parcels and in such manner or order as the Beneficiary in its reasonable discretion may elect.

In case the Beneficiary shall have proceeded to enforce any right, power or remedy under this Deed of Trust by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Beneficiary, then in every such case, the Grantor, the Trustee and the Beneficiary shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Beneficiary shall continue as if no such proceedings had occurred.

To the extent permitted by any Requirement of Law, any judicial sale or sales made under or by virtue of this Deed of Trust, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Grantor in and with respect to the Property sold and shall be a perpetual bar, both at law and in equity, against the Grantor, its successors and assigns, and against any and all persons claiming the Property, or any part thereof, through or under the Grantor.

SECTION 4.2 Remedies Not Exclusive. The Beneficiary shall be entitled to enforce payment and performance of the applicable Secured Obligations secured hereby and to exercise all rights and powers under this Deed of Trust, or any laws now or hereafter enforced, notwithstanding that some of the applicable Secured Obligations may now or hereafter be otherwise secured. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect the Beneficiary's right to realize upon or enforce any other security now or hereafter held by the Beneficiary or by the Secured Parties or any of them, it being agreed that the Beneficiary shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by the Beneficiary and the Secured Parties or any of them in such order and manner as they or any of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to the Beneficiary is intended to be exclusive of any other remedy in this Deed of Trust, in the other Credit Documents, or by any Requirement of Law provided to the Beneficiary or any other Secured Party or to preclude any other remedy in this Deed of Trust, in the other Credit Documents, or by any Requirement of Law provided or permitted to the Beneficiary or any other Secured Party, but each such remedy shall be cumulative and shall be in addition to every other remedy given in this Deed of Trust, in the other Credit Documents, or now or hereafter existing at law or in equity. Every power or remedy given by any of the Credit Documents to the Beneficiary or any Secured Party, as applicable, or to which any of them may be otherwise entitled, may be exercised concurrently or independently from time to time and as often as may be deemed expedient by the Beneficiary or such Secured Party, as applicable.

SECTION 4.3 Powers and Rights Not Waived. Any failure by the Beneficiary, the Trustee or the Secured Parties to insist upon the strict performance by the Grantor of any of the terms and provisions hereof shall not be deemed to be a waiver of any of the terms and provisions hereof, and the Beneficiary, the Trustee and the Secured Parties, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by the Grantor. Neither the Grantor nor any other Person now or hereafter obligated for the payment of the whole or any part of the sums now or hereafter secured by this Deed of Trust shall be relieved of such obligation by reason of the failure of the Beneficiary, the Trustee or the Secured Parties to comply with any request of the Grantor, or of any other Person so obligated, to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust or any obligations secured by this Deed of Trust, or by reason of the release, regardless of consideration, of the whole or any part of the security held for the indebtedness secured by this Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner or owners of the Property and the Beneficiary extending the time of payment or modifying the terms of the Secured Obligations (provided that such modifications shall not increase the principal amount of the Secured Obligations or the interest

rate, except with respect to default interest rate provisions) or of this Deed of Trust without first having obtained the consent of the Grantor or such other Person, and in the latter event, the 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 discharged in writing by the Beneficiary. Regardless of consideration, the Beneficiary may, or at the request of the Required Lenders shall, release the obligation of any party at any time liable for any of the Secured Obligations without in any way impairing or affecting the Lien hereof, and the Beneficiary and the Secured Parties may resort for the payment of the Secured Obligations to any other security therefor held by the Beneficiary and the Secured Parties in such order and manner as they may elect.

SECTION 4.4 Application of Proceeds. Except as may otherwise be required under a Requirement of Law, if an Event of Default shall have occurred and be continuing and the Beneficiary shall have exercised any of its rights or remedies with respect to the Property pursuant to this Article IV, the Beneficiary shall apply the proceeds resulting from the exercise of such rights or remedies (after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Property or in any way relating to the Property or the rights or remedies of the Beneficiary and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements) as follows:

FIRST, to the payment of all costs and expenses incurred by the Beneficiary and/or the Trustee in connection with such exercise of rights and remedies in connection with this Deed of Trust, the Credit Agreement, any other Credit Document, or any of the Secured Obligations, including all court costs and the fees and expenses of its agents and legal counsel and trustees, the repayment of all advances made by the Beneficiary under this Deed of Trust, the Credit Agreement or any other Credit Document and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under the Credit Agreement or any other Credit Document;

SECOND, to the payment in full of the Secured Obligations, to be distributed by the Administrative Agent to the Secured Parties as required pursuant to the terms of the Credit Agreement; and

THIRD, upon the indefeasible payment in full of the Secured Obligations, to the Grantor or to whomsoever (if such Person is not the Grantor) may be lawfully entitled to receive the same or as a court of competent jurisdiction may otherwise direct.

Except as may otherwise be required under a Requirement of Law, the Beneficiary shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Deed of Trust. Upon any sale of Property by the Trustee or the Beneficiary (including pursuant to a power of sale granted by statute or by this Deed of Trust or under a judicial proceeding), the receipt by the Trustee or by the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Property so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Beneficiary or such officer or be answerable in any way for the misapplication thereof. Only after (i) the payment by the Trustee or the Beneficiary of any other amount required by any Requirement of Law, including, without limitation, Section 9-610 and Section 9-615 of the Code and (ii) the indefeasible payment in full of the Secured Obligations and the termination of the Commitments, shall the Beneficiary account for the surplus, if any, to the Grantor, or to whomsoever may be lawfully entitled to receive the same (if such Person is not the Grantor).

ARTICLE V
BENEFICIARY

SECTION 5.1 Appointment of Beneficiary as Attorney-In-Fact.

(a) The Grantor hereby irrevocably constitutes and appoints each of the Beneficiary and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Grantor or and in the name of the Grantor or in its own name, for the purpose of carrying out the terms of this Deed of Trust, effective upon the occurrence of an Event of Default, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Deed of Trust, and, without limiting the generality of the foregoing, the Grantor hereby gives the Beneficiary the power and right, on behalf of the Grantor, without notice to or assent by the Grantor, to do any or all of the following upon the occurrence and during the continuation of an Event of Default:

(i) pay or discharge taxes and Liens levied or placed on or threatened against the Property, effect any repairs or any insurance called for by the terms of this Deed of Trust and pay all or any part of the premiums therefor and the costs thereof;

(ii) execute, in connection with any sale provided for in this Deed of Trust, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Property;

(iii) to do all things, after an Event of Default, which the Grantor might otherwise do with respect to the Property and the Leases thereon, including, without limitation, (A) collecting Rents with or without suit and applying the same, less expenses of collection, to any of the obligations secured hereunder or to expenses of operating and maintaining the Property (including reasonable reserves for anticipated expenses), at the option of the Beneficiary, all in such manner as may be determined by the Beneficiary, or at the option of the Beneficiary, holding the same as security for the payment of the Secured Obligations, (B) leasing, in the name of the Grantor, the whole or any part of the Property which may become vacant, and (C) employing agents therefor and paying such agents reasonable compensation for their services; and

(iv) (A) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to foreclose upon the Property or any portion thereof and to enforce any other right in respect of the Property; (B) defend any suit, action or proceeding brought against the Grantor with respect to the Property; (C) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, give such discharges or releases as the Beneficiary may deem appropriate; and (D) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Property as fully and completely as though the Beneficiary was the absolute owner thereof for all purposes, and do, at the Beneficiary's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Beneficiary deems necessary to protect, preserve or realize upon the Property and the Beneficiary's and the Secured Parties' Lien therein and to effect the intent of this Deed of Trust, all as fully and effectively as the Grantor might do.

(b) If the Grantor fails to perform or comply with any of its agreements contained herein, the Beneficiary, at its option, but without any obligation so to do, may perform or comply, or otherwise cause

performance or compliance, with such agreement in accordance with the provisions of Section 5.1(a) above.

(c) The expenses of the Beneficiary and the Trustee incurred in connection with actions taken pursuant to the terms of this Deed of Trust, together with interest thereon at a rate per annum equal to the highest rate per annum at which interest would then be payable on any category of past due Loans under the Credit Agreement, from the date of payment by the Beneficiary and/or the Trustee to the date reimbursed by the Grantor, shall be payable by the Grantor to the Beneficiary on demand.

(d) The Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof in accordance with Section 5.1(a) above. All powers, authorizations and agencies contained in this Deed of Trust are coupled with an interest and are irrevocable until this Deed of Trust is terminated and the Lien created hereby is released.

SECTION 5.2 Duty of Beneficiary. The sole duty of the Beneficiary with respect to the custody, safekeeping and physical preservation of the Property, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Beneficiary deals with similar property for its own account. Neither the Beneficiary, any other Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Property upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to the Property or any part thereof. The powers conferred on the Beneficiary and the other Secured Parties hereunder are solely to protect the interests of the Beneficiary and the other Secured Parties in the Property and shall not impose any duty upon the Beneficiary or any other Secured Party to exercise any such powers. The Beneficiary and the other Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor the Trustee, nor any of their officers, directors, employees or agents, shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

SECTION 5.3 Authority of Beneficiary and Trustee. The Grantor acknowledges that the rights and responsibilities of the Beneficiary and the Trustee under this Deed of Trust with respect to any action taken by the Beneficiary and/or the Trustee or the exercise or non-exercise by the Beneficiary and/or the Trustee of any request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed of Trust shall, as between the Beneficiary and/or the Trustee and the Grantor, be conclusively presumed to be an action taken as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Grantor shall not be under any obligation, or entitlement to make any inquiry respecting such authority.

SECTION 5.4 Limitations on Responsibility of the Beneficiary and the Trustee.

(a) Neither the Beneficiary nor the Trustee shall be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Deed of Trust or other Credit Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default or (iv) the validity, enforceability, effectiveness or genuineness of this Deed of Trust, any other Credit Document, or any other agreement, instrument or document.

(b) Neither the Beneficiary nor the Trustee makes any representation as to the value or condition of the Property or any part thereof, as to the title of the Grantor to the Property, as to

the security afforded by this Deed of Trust or as to the validity, execution, enforceability, legality or sufficiency of this Deed of Trust, and neither the Beneficiary nor the Trustee shall incur any liability or responsibility in respect of any such matters. Neither the Beneficiary nor the Trustee shall be responsible for insuring the Property, for the payment of taxes, charges, assessments or Liens upon the Property or otherwise for the maintenance of the Property, except as provided in the immediately following sentence when the Beneficiary has possession or control of the Property. Except as otherwise provided herein, neither the Beneficiary nor the Trustee shall have any duty to the Grantor, the other Secured Parties or to any other holders of the Secured Obligations as to any Property in its possession or control, or in the possession or control of any agent or nominee of the Trustee or the Beneficiary, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto, except the duty to accord such Property the same care that it normally accords to its own assets and the duty to account for moneys received by it. Neither the Trustee, the Beneficiary, any Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Property upon the request of the Grantor or any other Person or to take any other action whatsoever with regard to the Property or any part thereof. The powers conferred on the Beneficiary, the Trustee and the Secured Parties hereunder are solely to protect the Beneficiary's and the Secured Parties' interests in the Property and shall not impose any duty upon the Beneficiary, the Trustee or any Secured Party to exercise any such powers. The Beneficiary, the Trustee and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(c) Neither the Beneficiary, the Trustee, nor any officer, agent or representative thereof shall be personally liable for any action taken or omitted to be taken by any such person in connection with this Deed of Trust except for such person's own gross negligence or willful misconduct (it being understood that any action taken in accordance with the terms of this Deed of Trust by the Beneficiary, the Trustee or any such officer, agent or representative at the direction or instruction of any Secured Party and/or the Beneficiary (or not taken, in the absence of any such directions or instructions) shall not constitute gross negligence or willful misconduct).

(d) The Beneficiary and/or the Trustee, as applicable, may execute any of the powers granted under this Deed of Trust and perform any duty hereunder either directly or by or through agents or attorneys-in-fact, and shall not be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it without gross negligence or willful misconduct.

(e) Neither the Beneficiary nor the Trustee, as applicable, shall be subject to any fiduciary or other implied duties, regardless of whether a Default or an Event of Default has occurred and is continuing.

(f) Neither the Beneficiary nor the Trustee shall have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Credit Documents that the Beneficiary and/or the Trustee are required to exercise as directed in writing by the Required Lenders (or such other number or percentage of the Lenders as shall be expressly provided for herein or in the other Credit Documents); provided that the neither the Beneficiary nor the Trustee shall be required to take any action that, in its opinion or the opinion of its counsel, may expose the Beneficiary or the Trustee to liability or that is contrary to any Credit Document or any Requirement of Law.

(g) Neither the Beneficiary nor the Trustee shall, except as expressly set forth herein and in the other Credit Documents, have any duty to disclose, and neither party shall be liable for the failure to disclose, any information relating to the Grantor or any of its Subsidiaries or Affiliates that is communicated to or obtained by the Person serving as the Beneficiary or any of its Affiliates in any capacity.

(h) Neither the Beneficiary nor the Trustee shall be deemed to have knowledge of any Default or Event of Default unless and until notice describing such Default or Event of Default is given to the Beneficiary or the Trustee by an authorized officer of the Grantor.

SECTION 5.5 Reliance by Beneficiary and Trustee. The Beneficiary and the Trustee shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. Each of the Beneficiary and the Trustee also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. Each of the Beneficiary and the Trustee may consult with legal counsel (who may be counsel for the Grantor), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 5.6 Resignation and Removal of the Beneficiary. The Beneficiary may at any time give notice of its resignation to the Secured Parties and the Grantor. Upon receipt of any such notice of resignation, the Required Lenders shall have the right, in consultation with the Grantor, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Required Lenders and shall have accepted such appointment within thirty (30) days after the retiring Beneficiary gives notice of its resignation, then the retiring Beneficiary may on behalf of the Secured Parties, appoint a successor Beneficiary meeting the qualifications set forth above; provided that if the Beneficiary shall notify the Grantor and the Secured Parties that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Beneficiary shall be discharged from its duties and obligations hereunder and under the other Credit Documents (except that in the case that title to the Property is held by the Beneficiary on behalf of the Secured Parties, the retiring Beneficiary shall continue to hold such title to such Property until such time as a successor Beneficiary is appointed) and (b) all payments, communications and determinations provided to be made by, to or through the Beneficiary shall instead be made by or to each Secured Party directly, until such time as the Required Lenders appoint a successor Beneficiary as provided for above in this paragraph. Upon the acceptance of a successor's appointment as Beneficiary hereunder, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Beneficiary, and the retiring Beneficiary shall be discharged from all of its duties and obligations hereunder (if not already discharged therefrom as provided above in this paragraph). The fees payable by the Grantor to a successor Beneficiary shall be the same as those payable to its predecessor unless otherwise agreed between the Grantor and such successor. After the retiring Beneficiary's resignation hereunder and under the other Credit Documents, the provisions of this Article V and Sections 1.4 and 6.4 shall continue in effect for the benefit of such retiring Beneficiary, its sub-agents and their respective officers, employees and agents in respect of any actions taken or omitted to be taken by any of them while the retiring Beneficiary was acting as Beneficiary.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 Notices. Any notice, demand or other communication which, by any provision of this Deed of Trust, is required or permitted to be given or served by or to the Beneficiary, the Trustee, the Secured Parties or the Grantor shall be conclusively deemed to have been properly given or served by the sending party and to be effective if made in a manner which complies with the terms of the Credit Agreement, in the case of the Beneficiary, at its address as set forth in such Section (or such other address as specified in a written notice given by the Beneficiary to the Grantor in accordance with such Section) and, in the case of the Trustee, at the address set forth in the preamble to this Deed of Trust.

SECTION 6.2 Severability. To the extent any provision of this Deed of Trust may be deemed invalid or unenforceable under any Requirement of Law, such provision shall be deemed void and inoperative and shall not form part of this Deed of Trust, but the remainder of this Deed of Trust shall remain in full force and effect. The parties hereto specifically declare that they would have entered into this Deed of Trust if any such void provisions had been omitted herefrom.

SECTION 6.3 Governing Law. This Deed of Trust shall be deemed to be a contract entered into pursuant to the laws of the state of New York and shall in all respects be governed by, construed and enforced in accordance with the laws of the state of New York; provided, however, that with respect to the creation, perfection, priority and enforcement of the Lien or interest of this Deed of Trust, the laws of the State shall apply. Each of the parties hereto agrees that Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York shall apply to this Deed of Trust.

SECTION 6.4 Stamp Tax Indemnity. Except as may be prohibited by any Requirement of Law, if at any time the United States of America, any state thereof or any governmental subdivision of such state having jurisdiction, shall require revenue, excise or documentary stamps to be affixed to this Deed of Trust, or other tax to be paid on or in connection therewith, the Grantor will promptly pay the same with any interest or penalties imposed in connection therewith.

SECTION 6.5 Credit Agreement. The terms and provisions of the Credit Agreement are incorporated in this Deed of Trust by reference.

SECTION 6.6 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY ANY REQUIREMENT OF LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS DEED OF TRUST, ANY OTHER CREDIT DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DEED OF TRUST AND THE OTHER CREDIT DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.6.

SECTION 6.7 Redemption. The Grantor, for itself and all persons receiving title from the Grantor, waives all rights of redemption to which the Grantor and those persons would otherwise be entitled if this Deed of Trust is at any time foreclosed.

SECTION 6.8 Fixture Filings. In addition to all of its other rights under this Deed of Trust and otherwise, the Beneficiary and the Secured Parties shall have all of the rights of a secured party under the Code or under the Uniform Commercial Code in force from time to time in any other state to

the extent the same is a Requirement of Law. This Deed of Trust 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 of each county where any part of the Property (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of the Grantor and the Beneficiary are set forth in the opening paragraph of this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or any other financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section 6.8. The Grantor hereby irrevocably authorizes the Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by any Requirement of Law, to establish or maintain the validity, perfection and priority of the security interests granted in this Deed of Trust.

SECTION 6.9 Release of Deed of Trust.

(a) At such time as the Secured Obligations (other than obligations relating to Hedging Agreements, Specified Cash Management Arrangements and other contingent indemnification obligations not then due) shall have been paid in full in cash and the Commitments have been terminated, the Property shall be released from the Lien created by this Deed of Trust, and this Deed of Trust and all obligations (other than those expressly stated to survive such termination) of the Beneficiary and the Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Property shall revert to the Grantor.

(b) If any of the Property shall be sold, transferred or otherwise disposed of by the Grantor in a transaction permitted by the Credit Agreement, then the Beneficiary, at the request and sole expense of the Grantor, shall execute and deliver to the Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Property; or if all the equity interests of the Grantor shall be sold, transferred or otherwise disposed of in a transaction permitted by the Credit Agreement, then, at the request of the Grantor, and at the expense of the Grantor, the Grantor shall be released from its obligations hereunder; provided, that in each case the Grantor shall have delivered to the Beneficiary, at least ten (10) Business Days prior to the date of the proposed release, a written request for release identifying the Grantor or the relevant Property or portion thereof (as applicable) and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Grantor demonstrating to the satisfaction of the Beneficiary that such transaction is in compliance with the Credit Agreement and the other Credit Documents.

(c) No Secured Party or Affiliate of a Secured Party that obtains the benefits of the Property by virtue of the provisions of this Deed of Trust shall have any right to notice of any action or to consent to, direct or object to any action under this Section 6.9 other than in its capacity as a Secured Party and, in such case, only to the extent expressly provided in the Credit Documents. Notwithstanding any other provision of this Section 6.9 to the contrary, the Beneficiary shall not be required to verify the payment of, or that other satisfactory arrangements have been made with respect to, Secured Obligations arising under any Hedging Agreement or Specified Cash Management Arrangement unless the Beneficiary has received written notice of such Secured Obligations, together with such supporting documentation as the Beneficiary may request, from the applicable Secured Party or Affiliate of a Secured Party, as the case may be.

SECTION 6.10 Modification to Amend Legal Description or to Comply With State Laws. The Grantor hereby agrees that (i) in the event that the commitment for the title policy to be

delivered to the Beneficiary pursuant to the terms of the Credit Agreement, and/or the survey to be delivered to the Beneficiary pursuant to the terms of the Credit Agreement, cover and insure a description of the Land which differs from the description contained on Exhibit A hereto, or (ii) in the event that, either prior to or following the recordation of this Deed of Trust, the laws of the State have been amended in a manner which would cause this Deed of Trust or any provision thereof to be unenforceable in any respect which would materially impair the Trustee's or the Beneficiary's rights and/or remedies hereunder, then the Grantor shall execute and deliver, in each case at the Grantor's expense, such modification to this Deed of Trust as may be reasonably required by the Beneficiary and in form and content satisfactory to the Beneficiary, as may be necessary to amend Exhibit A hereto so that the description of the Land contained herein conforms to the description of the Land covered and insured by and under such title commitment or policy and survey, or to cause this Deed of Trust to be wholly enforceable under State law.

SECTION 6.11 Successors and Assigns; Successor Trustee. This Deed of Trust shall inure to the benefit of and be binding upon the Grantor, the Trustee and the Beneficiary and their respective heirs, executors, legal representatives, successors, successors-in-title, and assigns. Whenever a reference is made in this Deed of Trust to "Grantor," "Trustee" or "Beneficiary," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of the Grantor, the Trustee or the Beneficiary, as the case may be, but shall not imply any permission to make or permit any transfer which is otherwise prohibited. In the event of the death, dissolution, absence, inability or refusal to act of the Trustee, or for any other reason, the Beneficiary at any time and from time to time shall have the right to name and appoint, by instrument in writing recorded in the appropriate records in the office(s) in which this Deed of Trust is recorded, a successor to execute this trust, who shall be vested with all of the right, title, estate, powers, privileges and duties of the above named Trustee without the necessity of any conveyance from the above named Trustee or any successor.

ARTICLE VII

STATE-SPECIFIC PROVISIONS

Notwithstanding anything to the contrary which may be contained in this Deed of Trust, the following terms and provisions are hereby incorporated in this Deed of Trust and, to the extent such terms and provisions contradict those terms and provisions contained elsewhere in this Deed of Trust, the terms and provisions of this Article VII shall govern:

SECTION 7.1 Non-Residential Deed of Trust. Grantor warrants that this Deed of Trust is not and will at all times continue not to be a residential trust deed (as that term is defined in ORS 86.705(3)).

SECTION 7.2 ORS 746.201 Warning (from Beneficiary to Grantor).

Warning. Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by the lender. The cost of this insurance may be added to your contract or loan balance. If the cost is added

to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

SECTION 7.3 Statute of Frauds.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY A LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY A BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY SUCH LENDER TO BE ENFORCEABLE.

SECTION 7.4 Requirement of Law. Wherever the phrase "Requirement of Law" is used in this Deed of Trust, notwithstanding anything to the contrary herein or in any other agreement (whether or not incorporated herein by reference), such phrase shall be deemed to include the laws of the State of Oregon applicable to the creation, attachment, and perfection of security interests and liens, the granting of deeds of trusts and mortgages, the enforcement of liens, and the enforcement of remedies under a deed of trust, mortgage, and security agreement including, without limitation, ORS Chapters 18, 79, 86, and 88.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be executed, sealed and delivered by its duly authorized representative, all as of the day and year first above written.

GRANTOR:

PILOT TRAVEL CENTERS LLC,
a Delaware limited liability company

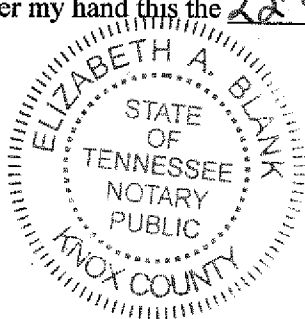
By: [Signature]
Name: Mitchell D. Steenrod,
Title: Sr. VP. & CFO

STATE OF TN)
COUNTY OF Knox)

Personally appeared before me, a notary public, Mitchell D. Steenrod the Sr. VP-CFO of PILOT TRAVEL CENTERS LLC, a Delaware limited liability company, who acknowledged that s/he, being duly authorized, signed and delivered the foregoing instrument, as _____ of such limited liability company on the day and year therein mentioned.

Given under my hand this the 22nd day of July, A.D. 2013

[Official Seal]



[Signature]
Notary Public
Print Name: Elizabeth A. Blank
Commission Expires: _____

My commission expires Sept. 11, 2016

Klamath Falls, OR #504

TRACT 1:

A piece or parcel of land situated in the NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and more particularly described as follows:

Beginning at an iron pipe which is South 0° 06' West 323.4 feet and North 89° 49' West 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which point of beginning is also the Northeast corner of that certain tract of land conveyed to Elmer W. and Flora M. Zigler on page 238, Deed Volume 278 of the Records of Klamath County, Oregon; thence North 89° 49' West along the Northerly boundary of said tract of land conveyed on page 238 Deed Volume 278, a distance of 334.8 feet to an iron pipe set at its intersection with a line which is parallel to and 192.77 feet Northeasterly of, when measured at right angles to, the Northeasterly right of way line of the Dalles-California Highway (No. US 97) as the same is now located across said Section 19; thence North 38° 52' West parallel to and 192.77 feet distant from said Northeasterly highway right of way line a distance of 147.25 feet to an iron pipe; thence South 89° 49' East a distance of 427.3 feet to an iron pipe; thence South 0° 06' West a distance of 114.35 feet more or less, to the point of beginning.

TRACT 2:

Beginning at a point which is South 0° 06' West a distance of 477.4 feet and North 89° 49' West a distance of 234.2 feet from the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence North 0° 06' East a distance of 154 feet to a point; thence North 89° 49' West a distance of 336 feet, more or less, to a point on a line which is parallel to and distant 192.77 feet at right angles from the Northeasterly right of way line of the Dalles-California Highway; thence South 38° 52' East a distance of 200 feet, more or less, to a point which is North 0° 06' East a distance of 211.1 feet from the North line of Byrd Avenue in Chelsea Addition; thence South 89° 49' East a distance of 210.2 feet to the place of beginning, being in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. TOGETHER WITH an easement for ingress and egress as granted by instrument recorded September 26, 1986 in Volume M86, page 17486, Microfilm Records of Klamath County, Oregon.

TRACT 3:

All that portion of the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 17, 18, 19 and 20, said Township and Range; thence South 0° 06' West along the East line of said Section 19, a distance of 388.5 feet to a point; thence North 89° 49' West a distance of 174.2 feet to a point; thence South 0° 06' West a distance of 300.0 feet to a point on the North line of Byrd Avenue; thence West along said North line a distance of 60 feet to a point; thence North 0° 06' East a distance of 479.45 feet to a point; thence North 89° 44' West a distance of 427.3 feet to a point; thence North 38° 46' West a distance of 268.15 feet to a point on the North line of said Section 19; thence South 89° 44' East along said North line a distance of 833.95 feet to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the section corner common to Sections 17, 18, 19 and 20, said Township and Range; thence South 0° 06' West along the East line of said Section 19, a distance of 388.5 feet to a point; thence North 89° 49' West a distance of 174.2 feet to a point; thence South 0° 06' West a distance of 89 feet to the

True Point of Beginning of this description; thence continuing South 0° 06' West a distance of 211 feet to a point on the North line of Byrd Avenue; thence West along said North line a distance of 60 feet to a point; thence North 0° 06' East a distance of 211 feet to a point; thence South 89° 49' East 60 feet to the point of beginning.

AND EXCEPTING THEREFROM an Easterly portion thereof conveyed to The State of Oregon, by and through its Department of Transportation, by Warranty Deed recorded May 5, 2003 in Volume M03, page 29566, Microfilm Records of Klamath County, Oregon, being more particularly described as follows:

A parcel of land lying in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property designated as Parcel 3 and described in that deed to Ernst Brothers LLC, recorded in Book M00, page 13950, Microfilm Records of Klamath County, Oregon, the said parcel being that portion of said property described as follows:

Beginning at the Northeast corner of Section 19; thence Southerly along the East line of Section 19, a distance of 118.415 meters to the Northerly line of that property described in that deed to Alvin M. Hamlin, Trustee and Merry Anne Hamlin, Trustee, recorded in Book M96, page 5936, Microfilm Records of Klamath County, Oregon; thence Westerly along said Northerly line, a distance of 40.300 meters; thence Northerly on a line parallel with and 40.300 meters Westerly of the East line of Section 19, a distance of 32.433 meters; thence Easterly on a line parallel with and 86 meters Southerly of the North line of Section 19, a distance of 5.800 meters; thence Northerly on a line parallel with and 34.500 meters Westerly of the East line of Section 29, a distance of 86 meters to the North line of Section 19; thence Easterly along the North line of Section 19, 34.500 meters to the point of beginning.

TRACT 4:

Beginning at a point on the Northeasterly right of way line of State Highway No. 97 which lies South 0° 06' West along the East section line a distance of 688.5 feet and North 89° 49' West along the North line of Byrd Avenue in Chelsea Addition, a distance of 521.6 feet and North 38° 52' West along the Northeasterly right of way line of State Highway No. 97 (Note: State Highway bearing of this line shows North 39° 7 1/2' West) a distance of 130.55 feet from the iron axle which marks the Northeast corner of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, running thence; continuing North 38° 52' West along the Northeasterly right of way line of State Highway No. 97, a distance of 250 feet to a point; thence North 51° 08' East a distance of 192.77 feet to a point; thence South 38° 52' East a distance of 250 feet to a point; thence South 51° 08' West a distance of 192.77 feet, more or less to the point of beginning, in the NE1/4 NE1/4 of Section 19, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH an easement for ingress and egress as granted by instrument recorded September 26, 1986 in Volume M86, page 17486, Microfilm Records of Klamath County, Oregon.