

2013-013836

Klamath County, Oregon



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Fee: \$187.00

Prepared by, recording requested by,
and when recorded, please return to:
Dee Ott, Recording Clerk
SBA Network Services, LLC
5900 Broken Sound Parkway, NW
Boca Raton, Florida 33487
800-487-7483

Klamath County, Oregon

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

From

SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, f/k/a TowerCo Assets LLC,
Grantor

To

Stewart Title of Oregon, Inc., Trustee
for the use and benefit of

DEUTSHE BANK TRUST COMPANY AMERICAS, as trustee, Beneficiary

DATED AS APRIL 18, 2013

Maximum principal amount to be advanced, which amount may be exceeded by advances to
complete construction pursuant to ORS 86.155(2): \$3,170,000,000.00.

Term or Maturity Date, exclusive of any option to renew or extend: April 20, 2048. THIS
INSTRUMENT IS TO BE INDEXED AS BOTH A DEED OF TRUST AND FILED AS A
FIXTURE FILING

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

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS, dated as of April 18, 2013 is made by SBA 2012 TC ASSETS, LLC, a Delaware limited liability company, f/k/a TowerCo Assets LLC ("**Grantor**"), whose address is c/o SBA Telecommunications, LLC, 5900 Broken Sound Parkway, Boca Raton, Florida 33487, to Stewart Title of Oregon, Inc. as trustee (in such capacity, "**Trustee**"), whose address is 2020 Southwest 4th Avenue, Suite 190, Portland, Oregon 97201, for the use and benefit of DEUTSCHE BANK COMPANY AMERICAS as trustee, as lender under the Loan Agreement referred to below (in such capacity, "**Beneficiary**", which term shall be deemed to include successors and assigns as beneficiary under this Deed of Trust), whose address is 60 Wall Street, New York, New York 10005, Attn: TSS- Alternative and Structured Finance Services. References to this "**Deed of Trust**" shall mean this instrument and any and all renewals, modifications, amendments, supplements, restatements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

A. Grantor is the owner of (i) the fee simple estate in the parcel(s) of real property, if any, described on Schedule A attached (the "**Owned Land**"), and/or (ii) a leasehold estate or easement interest in the parcel(s) of real property, if any, described on Schedule B-2 attached (the "**Leased Land**"; the Owned Land and the Leased Land are sometimes referred to herein collectively as the "**Land**") pursuant to the agreement(s) described on Schedule B-1 attached hereto (as the same may be amended, supplemented or otherwise modified from time to time with the prior written consent of Beneficiary, the "**Trust Lease**"); and, other than buildings, improvements, structures and fixtures owned by lessees under Leases (as defined below), owns, leases or otherwise has the right to use all of the buildings, improvements, structures and fixtures now or subsequently located on the Land (the "**Improvements**"; the Land and the Improvements being collectively referred to as the "**Real Estate**").

B. Mortgagor, Mortgagee and others are parties to that certain Amended and Restated Loan and Security Agreement dated as of November 18, 2005 originally entered into among SBA Properties, Inc., as initial borrower ("**Initial Borrower**"), any additional borrower or borrowers that become a party thereto and SBA Depositor LLC ("**Depositor**"), as lender (LaSalle Bank National Association ("**Prior Trustee**") was the successor in interest to the named lender, and Mortgagee is the successor in interest to the Prior Trustee), as amended pursuant to that certain First Loan and Security Agreement Supplement dated as of November 18, 2005 between Initial Borrower and Depositor, as further amended pursuant to that certain Second Loan and Security Agreement Supplement and Amendment dated as of November 6, 2006 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, Inc., as Servicer on behalf of the Prior Trustee, as further amended by the Third Loan and Security Agreement Supplement and Amendment dated as of April 19, 2010 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, Inc. as Servicer on behalf of the Mortgagee, as trustee, as further amended by the Fourth Loan and Security

Agreement Supplement and Amendment dated as of April 19, 2010 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, Inc., as Servicer on behalf of Mortgagee, as trustee, as further amended by the Fifth Loan and Security Agreement Supplement and Amendment dated as of August 9, 2012 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, a division of PNC Bank, National Association, as Servicer on behalf of Mortgagee, as trustee, as further amended by the Sixth Loan and Security Agreement Supplement and Amendment dated as of April 18, 2013 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, a division of PNC Bank, National Association, as Servicer on behalf of Mortgagee, as trustee, and as further amended by the Seventh Loan and Security Agreement Supplement and Amendment dated as of April 18, 2013 among Initial Borrower, the Additional Borrowers party thereto, and Midland Loan Services, a division of PNC Bank, National Association, as Servicer on behalf of Mortgagee, as trustee (as amended and as the same may be further amended, supplemented, restated, replaced, substituted or otherwise modified from time to time, the "**Loan Agreement**"). The terms of the Loan Agreement are incorporated by reference in this Mortgage as if the terms thereof were fully set forth herein. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement.

C. Pursuant to the Loan Agreement, the Beneficiary has agreed to make and continue loans to Grantor upon the terms and subject to the conditions set forth therein.

D. It is a requirement under the Loan Agreement that Grantor shall have executed and delivered this Deed of Trust to Beneficiary.

Now, therefor, in consideration of the premises and to induce the Beneficiary to make and continue the loans to the Grantor under the Loan Agreement, Grantor hereby agrees with the Beneficiary and Trustee as follows:

Granting Clauses

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure the following obligations (collectively, the "**Obligations**"):

- (a) the due and punctual payment and performance by Grantor of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the Notes and the Loan Agreement;
- (b) the payment of all other obligations and liabilities of Grantor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, this Deed of Trust and any other document securing payment of the Obligations (the "**Security Documents**"), and any amendments, supplements, extensions, renewals, restatements, replacements or modifications of any of the foregoing (the Loan Agreement, the Notes, this Deed of Trust and the other Security

Documents and all other documents and instruments from time to time evidencing, securing or guaranteeing the payment and performance of the Obligations, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, are collectively referred to as the "**Loan Documents**"), in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees, charges and disbursements of counsel to Beneficiary that are required to be paid by Grantor pursuant to the terms of the Loan Agreement, this Deed of Trust or any other Loan Document); and

- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Grantor under, in connection with or pursuant to the provisions of the Loan Documents;

GRANTOR HEREBY CONVEYS TO TRUSTEE AND HEREBY GRANTS, ASSIGNS, TRANSFERS AND SETS OVER TO TRUSTEE, IN TRUST, FOREVER, WITH POWER OF SALE FOR THE USE AND BENEFIT OF BENEFICIARY, AND GRANTS TRUSTEE AND BENEFICIARY A SECURITY INTEREST IN:

- (A) the Owned Land and all Improvements thereon;

(B) the leasehold estate, easement estate, or easement in gross created under and by virtue of the Trust Lease, any interest in any fee, easement, easement in gross, or other greater or lesser title to the Leased Land and Improvements located thereon that Grantor may own or hereafter acquire (whether acquired pursuant to a right or option contained in the Trust Lease or otherwise and whether acquired in connection with a termination of the Trust Lease or otherwise), and all credits, deposits, options, privileges and rights of Grantor under the Trust Lease (including all rights of use, occupancy and enjoyment) and under any amendments, supplements, extensions, renewals, restatements, replacements and modifications thereof (including, without limitation, but subject to the limitations of Section 26 (i) the right to give consents, (ii) the right to receive moneys payable to Grantor, (iii) the right, if any, to renew or extend the Trust Lease for a succeeding term or terms, (iv) the right, if any, to purchase the Leased Land and Improvements located thereon and (v) the right to terminate or modify the Trust Lease); all of Grantor's claims and rights to the payment of damages arising under the Bankruptcy Code (as defined below) from any rejection of the Trust Lease by the lessor thereunder or any other party;

(C) all right, title and interest Grantor now has or may hereafter acquire in and to the Improvements or any part thereof (whether owned in fee by Grantor or held pursuant to the Trust Lease or otherwise) and all the estate, right, title, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;

(D) all right, title and interest of Grantor in, to and under all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses,

water and riparian rights, development rights, air rights, mineral rights and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(E) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to, or contained in or used or usable in any way in connection with any operation or letting of the Real Estate, including but without limiting the generality of the foregoing, all heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, loading and unloading equipment and systems, communication systems (including satellite dishes and antennae), computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (E) being referred to as the "**Equipment**");

(F) all right, title and interest of Grantor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite that are being incorporated into the Improvements, and, in each such case, without any further mortgage, conveyance, assignment or other act by Grantor;

(G) all right, title and interest of Grantor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "**Leases**"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Trust Property (as defined below) (collectively, the "**Rents**");

(H) all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all such insurance policies and all proceeds of such insurance policies, including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth herein and in the Loan Agreement; and all awards and other

compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein, subject to the provisions relating to such awards and compensation generally set forth herein and in the Loan Agreement;

(I) to the extent assignable, all right, title and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements relating to the purchase or lease of any portion of the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate;

(J) any and all monies now or subsequently on deposit for the payment of real estate taxes or special assessments against the Real Estate or for the payment of premiums on insurance policies covering the foregoing property or otherwise on deposit with or held by Beneficiary as provided in this Deed of Trust; and

(K) all proceeds, both cash and noncash, of the foregoing;

Said property is warranted free from all encumbrances and against any adverse claims, except as stated herein and in the Loan Agreement.

(All of the foregoing property and rights and interests now owned or held or subsequently acquired by Grantor and described in the foregoing clauses (A) through (F) are collectively referred to as the "**Premises**", and those described in the foregoing clauses (A) through (K) are collectively referred to as the "**Trust Property**").

TO HAVE AND TO HOLD THE ABOVE GRANTED PROPERTY UNTO THE SAID TRUSTEE, TRUSTEE'S SUCCESSORS, HEIRS AND ASSIGNS FOREVER

Upon condition, however, that if the indebtedness secured by this Deed of Trust and the interest thereon are paid and satisfied in full, and Beneficiary has no further right to receive loans or other advances under the Loan Documents, and all Obligations under this Deed of Trust are fulfilled, then this conveyance shall be null and void, and Beneficiary will, at Grantor's cost and expense, deliver to Grantor proper instruments in recordable form acknowledging the satisfaction of this Deed of Trust.

Terms and Conditions

Grantor further represents, warrants, covenants and agrees with Trustee and Beneficiary as follows:

1. Warranty of Title. Grantor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Trust Property, subject only to the matters and liens expressly permitted by Section 11.1 of the Loan Agreement (the "**Permitted Exceptions**"). Grantor shall warrant, defend and preserve such title and the lien of this Deed of Trust against all claims of all persons and entities. Grantor represents and warrants that (a) it has the right to convey the Trust Property; (b) the Trust Lease is in full force and effect and Grantor is the holder of the lessee's or tenant's interest thereunder; (c) Grantor has paid all rents and other charges to the extent due and payable under the Trust Lease (except to the extent Grantor is contesting in good faith by appropriate proceedings any such rents and other charges in accordance with and to the extent permitted by the terms of the relevant Trust Lease), is not in default under the Trust Lease, has received no notice of default from the lessor thereunder and knows of no material default by the lessor thereunder; and (d) the granting of this Deed of Trust does not violate the terms of the Trust Lease nor is any consent of the lessor under the Trust Lease required to be obtained in connection with the granting of this Deed of Trust unless such consent has been obtained.

2. Payment of the Obligations. Grantor shall pay and perform the Obligations at the times and places and in the manner specified in the Loan Documents.

3. Insurance. Grantor shall maintain or cause to be maintained on all of the Premises such insurance in such amounts as is required pursuant to the Loan Agreement. In the event of foreclosure of this Deed of Trust or other transfer of title to the Trust Property, all, title and interest of Grantor in and to any insurance policies then in force shall pass to the purchaser or grantee to the extent assignable.

4. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Trust Property, or any portion thereof, Grantor will notify Beneficiary of the pendency of such proceedings.

5. Leases. Except as may be expressly permitted under the Loan Agreement, Grantor shall not execute an assignment or pledge of any Lease relating to all or any portion of the Trust Property other than in favor of Beneficiary.

6. Further Assurances. To the extent permitted under applicable law, and to further assure Beneficiary's and Trustee's rights under this Deed of Trust, Grantor agrees, within fifteen (15) business days after demand of Beneficiary or Trustee, to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Trust Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Beneficiary or Trustee to confirm the lien of this Deed of Trust and all other rights or benefits conferred on Beneficiary or Trustee by this Deed of Trust.

7. Beneficiary's Right to Perform. If Grantor fails to perform any of the covenants or agreements of Grantor within the applicable notice and grace period, if any, Beneficiary or Trustee, without waiving or releasing Grantor from any obligation or default under this Deed of Trust, may, at any time (but shall be under no obligation to) pay or perform the same, and the amount or cost thereof, shall immediately be due from Grantor to Beneficiary or Trustee. To the

extent that any such amounts or costs paid by Beneficiary or Trustee shall constitute payment of (i) real estate taxes and assessments; (ii) premiums on insurance policies covering the Premises; (iii) expenses incurred in upholding or enforcing the lien of this Deed of Trust, including, but not limited to the expenses of any litigation to prosecute or defend the rights and lien created by this Deed of Trust; (iv) costs of removal of or otherwise related to Hazardous Material or asbestos; or (v) any amount, costs or charge to which Beneficiary or Trustee becomes subrogated, upon payment, whether under recognized principles of law or equity, or under express statutory authority; then, and in each such event, such amounts or costs shall be added to the Obligations and shall be secured by this Deed of Trust and shall be a lien on the Trust Property prior to any right, title to, interest in, or claim upon the Trust Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money by Beneficiary or Trustee under this Section shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary or Trustee.

8. Remedies.

(a) Upon the occurrence and during the continuance of any Event of Default, in addition to any other rights and remedies Beneficiary may have pursuant to the Loan Documents, or as provided by law, and without limitation, Beneficiary may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Trust Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

(i) Beneficiary or Trustee may, to the extent permitted by applicable law, (A) institute and maintain an action of foreclosure against all or any part of the Trust Property, (B) institute and maintain an action under the Loan Agreement or any other Loan Document, (C) sell all or part of the Trust Property, including without limitation pursuant to the power of sale conferred hereunder (Grantor expressly granting to Beneficiary the power of sale), or (D) take such other action at law or in equity for the enforcement of this Deed of Trust or any of the Loan Documents as the law may allow. Beneficiary may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements;

(ii) Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Trust Property or any other collateral as security for the Obligations enter into and upon the Trust Property and each and every part thereof and exclude Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Trust Property to Beneficiary upon demand at any such time) and use, operate, manage, maintain and control of the Trust Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, (x) to lease all or any part or parts of the Trust Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed,

matter or thing concerning the Trust Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(b) The holder of this Deed of Trust, in any action to foreclose it, shall be entitled to the appointment of a receiver. In case of a foreclosure sale, the Real Estate may be sold, at Beneficiary's election, in one parcel or in more than one parcel and Beneficiary is specifically empowered, (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Trust Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Deed of Trust beyond the applicable notice and grace period, if any, Beneficiary or Trustee shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition hereof and Beneficiary and Trustee shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Deed of Trust.

9. Right of Beneficiary to Credit Sale. Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary may bid for and acquire the Trust Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the Obligations or other sums secured by this Deed of Trust the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust. In such event, this Deed of Trust, the Loan Agreement, and documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the Obligations as having been paid.

10. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Trust Property or any other collateral as security for the Obligations or the interest of Grantor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Trust Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property unless such receivership is sooner terminated.

11. Extension, Release, etc.

(a) Without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Property not then or theretofore released as security for the full amount of the Obligations, Beneficiary may, from time to time and without notice, agree with Grantor to (i) release any person liable for the indebtedness guaranteed under any Loan Document, (ii) extend the maturity

or alter any of the terms of the indebtedness guaranteed under any Loan Document, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto. If at any time this Deed of Trust shall secure less than all of the principal amount of the Obligations, it is expressly agreed that any repayments of the principal amount of the Obligations shall not reduce the amount of the lien of this Deed of Trust until the lien amount shall equal the principal amount of the Obligations outstanding.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Trust Property or upon any other property of Grantor shall affect the lien of this Deed of Trust or any liens, rights, powers or remedies of Beneficiary or Trustee hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Beneficiary shall have the right to foreclose this Deed of Trust or to direct the Trustee to exercise its power of sale, Grantor authorizes Beneficiary at its option to foreclose the lien created by this Deed of Trust (or direct the Trustee to sell the Trust Property, as the case may be) subject to the rights of any tenants of the Trust Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Trust Property by Trustee, or to terminate such tenant's rights in such sale will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the Obligations or to foreclose the lien created by this Deed of Trust.

(d) Unless expressly provided otherwise, in the event that ownership of this Deed of Trust and title to the Trust Property or any estate therein shall become vested in the same person or entity, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Trust Property for the amount secured hereby.

12. Security Agreement Under Uniform Commercial Code.

(a) It is the intention of the parties hereto that this Deed of Trust shall constitute a "security agreement" within the meaning of the Uniform Commercial Code (the "**Code**") of the State in which the Premises are located. If an Event of Default shall occur, and during the continuance of such Event of Default, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Trust Property which is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Trust Property in accordance with Beneficiary's rights, powers and remedies with respect to the real property (in which event the default provisions of the Code shall not apply). If Beneficiary shall elect to proceed under the Code, then ten days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, reasonable attorneys' fees and legal expenses. At Beneficiary's request, Grantor shall

assemble the personal property and make it available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties.

(b) Grantor and Beneficiary agree, to the extent permitted by law, that: (i) all of the goods described within the definition of the word "Equipment" are or are to become fixtures on the Real Estate; (ii) this Deed of Trust upon recording or registration in the real estate records of the proper office shall constitute a financing statement filed as a "fixture filing" within the meaning of Sections 9-334 and 9-502 of the Code; (iii) Grantor is the record owner of the Owned Land and the record owner of the Leased Land is set forth on Exhibit B-2 attached hereto; and (iv) the addresses of Grantor and Beneficiary are as set forth on the first page of this Deed of Trust and the organization identification number of the Grantor is 4595986.

(c) Grantor, upon request by Beneficiary from time to time, shall execute, acknowledge and deliver to Beneficiary one or more separate security agreements, in form satisfactory to Beneficiary, covering all or any part of the Trust Property and confirming the provisions of this Section 12 and will further execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, any financing statement, affidavit, continuation statement, amendment or certificate or other document as Beneficiary may reasonably request in order to perfect, preserve, maintain, continue or extend the security interest under and the priority of this Deed of Trust and such security instrument. Grantor further agrees to pay to Beneficiary promptly after demand all costs and expenses incurred by Beneficiary in connection with the preparation, execution, recording, filing and re-filing of any such document and all reasonable costs and expenses of any record searches for financing statements Beneficiary shall reasonably require. In addition, Grantor hereby authorizes Beneficiary to file any such financing and continuation statements and amendments. The filing of any financing or continuation statements or amendments in the records relating to personal property or chattels shall not be construed as in any way impairing the right of Beneficiary to proceed against any personal property encumbered by this Deed of Trust as real property, as set forth above.

13. Trustee's Powers (and Liabilities). (a) Beneficiary may substitute, for any reason whatsoever, a successor Trustee or successor Trustees for the Trustee hereunder from time to time by an instrument in writing in any manner now or hereafter provided by law. Such right of substitution may be exercised at any time and more than once for so long as any part of the Obligations remains unpaid. Such writing, upon recordation, shall be conclusive proof of proper substitution of each such successor Trustee or Trustees, who shall thereupon and without conveyance from the predecessor Trustee, succeed to all its title, estate, rights, powers and duties hereunder. The making of oath and giving bond by Trustee or any successor Trustee is hereby expressly waived by Grantor. The Trustee may sell and convey said property under the power set out herein, to any person, firm or corporation, although said Trustee has been, may now be or may hereafter be attorney for or agent of Beneficiary.

(b) At any time or from time to time, without liability therefor, and without notice, upon the written request of Beneficiary and presentation of this Deed of Trust for endorsement, without affecting the liability of any person for the payment of the Obligations secured hereby, and without affecting the lien created by the Deed of Trust upon the Trust Property for the full amount of all amounts secured hereby, upon Beneficiary's request Trustee may (i) release all or any part of the Trust Property, (ii) consent to the making of any map or plat

thereof, (iii) join in granting any easement thereon or in creating any covenants or conditions restricting use or occupancy thereof, or (iv) join in any extension agreement or in any agreement subordinating the lien or charge hereof.

(c) Either Trustee may act in the execution of this Trust; the authority and power of any Trustee so acting shall be as full and complete as if the powers and authority granted to Trustees herein jointly had been granted to such Trustee alone; and either Trustee may act by agent or attorney. Except to the extent otherwise required by the applicable law, it is not necessary for either Trustee to be personally present at any foreclosure sale.

14. Assignment of Rents. Grantor hereby assigns to Trustee, for the benefit of the Beneficiary, the Rents as further security for the payment and performance of the Obligations, and Grantor grants to Trustee and Beneficiary the right to enter the Trust Property for the purpose of collecting the same and to let the Trust Property or any part thereof, and to apply the Rents on account of the Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the Obligations are paid and performed in full, but Beneficiary and Trustee hereby waive the right to enter the Trust Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents until the occurrence of and during the continuance of an Event of Default; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence of and during the continuance of any Event of Default under this Deed of Trust by giving not less than five days' written notice of such revocation to Grantor; in the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Beneficiary, or to any such receiver, the fair and reasonable rental value as determined by Beneficiary for the use and occupancy of the Trust Property or of such part thereof as may be in the possession of Grantor or any affiliate of Grantor, and upon default in any such payment Grantor and any such affiliate will vacate and surrender the possession of the Trust Property to Beneficiary or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise.

15. Trust Funds. All lease security deposits of the Real Estate shall be treated as trust funds.

16. Additional Rights. The holder of any subordinate lien on the Trust Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Deed of Trust nor shall any holder of any subordinate lien or subordinate deed of trust join any tenant under any Lease in any trustee's sale or action to foreclose the lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Deed of Trust all subordinate lienholders and the trustees and beneficiaries under subordinate deeds of trust are subject to and notified of this provision, and any action taken by any such lienholder or trustee or beneficiary contrary to this provision shall be null and void. Upon the occurrence of and during the continuance of any Event of Default, Beneficiary may, in its sole discretion and without regard to the adequacy of its security under this Deed of Trust, apply all or any part of any amounts on deposit with Beneficiary under this Deed of Trust against all or any part of the Obligations. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Beneficiary on account of such Default or Event of Default.

17. Notices. All notices, requests, demands and other communications hereunder shall be given in accordance with the provisions of Section 14.5 of the Loan Agreement to Grantor and to Beneficiary as specified therein.

18. No Oral Modification. This Deed of Trust may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 14.3 of the Loan Agreement. Any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate deed of trust, lien or encumbrance. Trustee's execution of any written agreement between Grantor and Beneficiary shall not be required for the effectiveness thereof as between Grantor and Beneficiary.

19. Partial Invalidity. In the event any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included. Notwithstanding to the contrary anything contained in this Deed of Trust or in any provisions of any of the Loan Documents, the obligations of Grantor and of any other obligor under the any Loan Document shall be subject to the limitation that Beneficiary shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to Beneficiary, any amounts constituting interest in excess of the maximum rate permitted by law to be charged by Beneficiary.

20. Grantor's Waiver of Rights. To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Trust Property, (ii) any extension of the time for the enforcement of the collection of the Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Trust Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all persons ever claiming any interest in the Trust Property, to the extent permitted by law and except as otherwise provided herein or in the other Loan Documents, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Trustee or Beneficiary of the power of sale or other rights hereby created.

21. Remedies Not Exclusive. Beneficiary and Trustee shall be entitled to enforce payment and performance of the Obligations and to exercise all rights and powers under this Deed of Trust or under any of the other Loan Documents or any laws now or hereafter in force, notwithstanding some or all of the Obligations may now or hereafter be otherwise secured, whether by deed of trust, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's or Trustee's right to realize upon or enforce any other security now or hereafter

held by Beneficiary and Trustee in connection with the Obligations, it being agreed that Beneficiary and Trustee shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in connection with the Obligations in such order and manner as Beneficiary may determine in its absolute discretion. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Beneficiary or Trustee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary or Trustee as the case may be. In no event shall Beneficiary or Trustee, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Trust Property), be deemed a "mortgagee in possession," and neither Beneficiary nor Trustee shall not in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies except gross negligence or willful misconduct after Beneficiary takes possession or title.

22. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Beneficiary may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the Obligations (including the Trust Property), which action may be brought or consolidated in the courts of, or sale conducted in, any county in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Beneficiary to extend the indebtedness evidenced by the Loan Agreement or the Notes, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Grantor further agrees that if Trustee or Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Trust Property or against any collateral other than the Trust Property, which collateral directly or indirectly secures the Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Beneficiary may commence or continue any trustee's sale or foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Trust Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. Neither the commencement nor continuation of

proceedings to sell the Trust Property in a trustee's sale, to foreclose this Deed of Trust nor the exercise of any other rights hereunder nor the recovery of any judgment by Beneficiary or the occurrence of any sale by the Trustee in any such proceedings shall prejudice, limit or preclude Beneficiary's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the Obligations, and Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Beneficiary may, at its election, cause the sale of all collateral which is the subject of a single trustee's sale or foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the Obligations (directly or indirectly) in the most economical and least time-consuming manner.

23. Successors and Assigns. All covenants of Grantor contained in this Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary and Trustee and their respective successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary or Trustee at any time if in the sole discretion of either of them such waiver is deemed advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrancers and tenants of the Trust Property, and shall inure to the benefit of Beneficiary, Trustee and their respective successors and assigns. Without limiting the generality of the foregoing, any successor to Trustee appointed by Beneficiary shall succeed to all rights of Trustee as if such successor had been originally named as Trustee hereunder. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of the Grantors shall be joint and several.

24. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary or Trustee, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the beneficiary of any subordinate deed of trust or the holder of any subordinate lien on the Trust Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting this Deed of Trust or the priority of this Deed of Trust over any subordinate lien or deed of trust.

25. Governing Law, etc. This Deed of Trust shall be governed by and construed in accordance with the laws of the State in which the Premises are located, and applicable United States Federal Law.

26. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor or any subsequent owner or owners of the Trust Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary or any successor Lenders under the Loan Agreement or any other guaranty or evidence of indebtedness secured by this Deed of Trust," the word "Trustee" shall mean "Trustee and any successor hereunder," the word "person" shall include any individual, corporation, partnership, trust, unincorporated association, government, governmental authority, or other entity, and the words "Trust Property" shall include any portion of the Trust Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience or reference only and in no way limit or amplify the provisions hereof.

27. Trust Lease Provisions.

(a) Grantor covenants and agrees that the fee title to the Leased Land and the leasehold estate created under the Trust Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of said estates either in Grantor or a third party by purchase or otherwise; and in case Grantor acquires the fee title, an easement interest, or any other estate, title or interest in and to the Leased Land, the lien of this Deed of Trust shall, without further conveyance, simultaneously with such acquisition, be spread to cover and attach to such acquired estate and as so spread and attached shall be prior to the lien of any deed of trust placed on the acquired estate after the date of this Deed of Trust.

(i) The lien of this Deed of Trust shall attach to all of Grantor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. § 365(h), as the same may hereafter be amended (the "**Bankruptcy Code**"), including, without limitation, all of Grantor's rights to remain in possession of the Leased Land. If an Event of Default shall have occurred and be continuing, Grantor shall not, without Beneficiary's prior written consent, elect to treat the Trust Lease as terminated under Subsection 365(h)(1)(A)(i) of the Bankruptcy Code. Any such election made without Beneficiary's consent shall be void.

(ii) If an Event of Default shall have occurred and be continuing, Beneficiary shall have the right to proceed in its own name or in the name of Grantor in respect of any claim, suit, action or proceeding relating to the rejection of the Trust Lease by the lessor or any other party, including, without limitation, the right to file and prosecute under the Bankruptcy Code, without joining or the joinder of Grantor, any proofs of claim, complaints, motions, applications, notices and other documents. Any amounts received by Beneficiary as damages arising out of the rejection of the Trust Lease as aforesaid shall be applied first to all costs and expenses of Beneficiary (including, without limitation, reasonable attorneys' fees) incurred in connection with the exercise of any of its rights or remedies under this paragraph and thereafter in accordance with the Loan Agreement. Grantor acknowledges that the assignment of all claims and rights to the payment of damages from the rejection of the Trust Lease made under the granting clauses of this Deed of Trust constitutes a present irreversible and unconditional assignment and Grantor shall, at the request of Beneficiary, promptly make, execute, acknowledge and deliver, in form and substance reasonably satisfactory to Beneficiary, a UCC

Financing Statement (Form UCC-1) and all such additional instruments, agreements and other documents, as may at any time hereafter be required by Beneficiary to carry out such assignment.

(iii) If pursuant to Subsection 365(h)(1)(B) of the Bankruptcy Code, Grantor shall seek to offset against the rent reserved in the Trust Lease the amount of any damages caused by the nonperformance by the lessor or any other party of any of their respective obligations under such Trust Lease after the rejection by the lessor or such other party of such Trust Lease under the Bankruptcy Code, then Grantor shall, if an Event of Default shall have occurred and be continuing, prior to effecting such offset, notify Beneficiary of its intent to do so, setting forth the amount proposed to be so offset and the basis therefor. In such event, Beneficiary shall have the right to object to all or any part of such offset that, in the reasonable judgment of Beneficiary, would constitute a breach of such Trust Lease, and in the event of such objection, Grantor shall not effect any offset of the amounts found objectionable by Beneficiary. Neither Beneficiary's failure to object as aforesaid nor any objection relating to such offset shall constitute an approval of any such offset by Beneficiary.

(iv) Grantor shall, after obtaining knowledge thereof, promptly notify Beneficiary of any filing by or against the lessor or other party with an interest in the Real Estate of a petition under the Bankruptcy Code. Grantor shall promptly deliver to Beneficiary, following receipt, copies of any and all notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and any proceedings relating thereto.

(v) If there shall be filed by or against Grantor a petition under the Bankruptcy Code and Grantor, as lessee under the Trust Lease, shall determine to reject the Trust Lease pursuant to Section 365(a) of the Bankruptcy Code, then Grantor shall give Beneficiary not less than ten (10) days' prior notice of the date on which Grantor shall apply to the Bankruptcy Court for authority to reject the Trust Lease.

28. Successor Trustee. Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee, such written designation to be in proper recordable form; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the Obligations and other sums hereby secured have been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein upon recordation of the appointment of such substitute or successor trustee in the mortgage records of the county or counties in which this Deed of Trust is recorded.

29. Last Dollars Secured; Priority. To the extent that this Deed of Trust secures only a portion of the indebtedness owing or which may become owing by the Grantor, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby.

30. Additional Notes and Loan Agreement Supplements. This Deed of Trust secures indebtedness under the Loan Documents, including, without limitation, the Loan Agreement

which reflects that Borrower and other Borrowers and the Lender reasonably contemplate entering into Loan Agreement Supplements, the issuance of new and additional Notes, and the making of additional Loans pursuant thereto. This Deed of Trust shall secure not only the original indebtedness but also the additional Loans evidenced by such Loan Agreement Supplements and such new Notes, whether any of the foregoing are obligatory or are to be made at the option of the Lender or otherwise, to the same extent and with the same priority of lien as if such future Loan advances had been made at the time this Deed of Trust is recorded.

31. State Specific Provisions – Oregon.

(a) Grantor represents, warrants and covenants that this Deed of Trust is not and shall at all times continue not to be a residential trust deed (as that term is defined in Or. Rev. Stat. § 86.705(3)).

(b) The following disclosure is made pursuant to Or. Rev. Stat. § 41.580:

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER AFTER OCTOBER 3, 1989 CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY BORROWER TO BE ENFORCEABLE.

(c) The following disclosure is made by Beneficiary and Trustee to Grantor pursuant to Or. Rev. Stat. § 746.201:

WARNING

Unless you provide us with evidence of the insurance coverage as required by this Deed of Trust and the other Loan Documents, Beneficiary or Trustee may purchase insurance at your expense to protect their interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage Beneficiary or Trustee purchases 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 Beneficiary or Trustee. 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 Beneficiary or Trustee purchases 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.

(d) Any provision of this Deed of Trust allowing for the recovery of attorneys' fees shall be deemed to include the recovery of all attorneys' fees and expenses incurred at trial, in any appeal or on petition for review, and in any bankruptcy proceeding or proceeding for special relief.

This Deed of Trust is intended to be effective as of the date first above written.

SBA 2012 TC Assets, LLC, a Delaware limited liability company

By: 

Name: Neil Seidman

Title: Vice President

STATE OF FLORIDA)

: ss.:


COUNTY OF PALM BEACH)

ACKNOWLEDGMENT

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Neil Seidman, whose name as Vice President of SBA 2012 TC Assets, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and seal on this the 18 day of April, 2013.




Notary Public

(SEAL)

My Commission Expires: _____

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Mortgaged Lease(s)

Communications Site Lease Agreement (Ground) dated October 25, 2004, by and between Quentin L. Breen, trustee of Train Mountain Foundation, as lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as lessee.

As evidenced by that certain Memorandum of Agreement dated October 25, 2004, by and between Quentin L. Breen, trustee of Train Mountain Foundation, as lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as lessee, and recorded in the Official Records of Klamath County, Oregon, on August 10, 2006, as Instrument No. 2006-016082. ✓

As assigned by an Assignment and Assumption of Ground Lease, dated as of September 23, 2008, by Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as assignor, to TowerCo Assets, LLC, a Delaware limited liability company, as assignee, as evidenced and recorded in the Official Records of Klamath County, Oregon, on October 8, 2008, as Instrument No. 2008-013862, as may have been, or may hereafter be assigned or amended. ✓

TowerCo Assets, LLC, a Delaware limited liability company, has changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company.

Schedule B-2

Leasehold Interest

A portion of:

Real Property in the County of Klamath, State of Oregon, described as follows:

S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ and the S $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 29, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, EXCEPTING THEREFROM the following: Being a portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 29, Township 34 South, Range 7 East of the Willamette Meridian,
Describe as follows:

Commencing at the section of corner common Sections 28, 29, 32 and 33, all in said Township and Range; thence North $80^{\circ}54'10''$ West, 614.85 feet to the true point of beginning of the parcel of land to be described ; thence South $52^{\circ}29'30''$ West 150.00 feet; thence North $37^{\circ}30'30''$ West, 150.00 feet; thence North $52^{\circ}29'30''$ East, 150.00 feet; thence South $37^{\circ}30'30''$ East, 150.00 feet to the true point of Beginning.

Access easement as follows:

Width: 20 Feet; Approximate length: 1.10 Miles between the Leasehold Parcel and the public road known as Highway 422 North over existing traveled ways where practical, and establishing a new route as necessary.

Utilities easement as follows:

Width: 5 Feet; Approximate length; 500 Feet between the Leasehold Parcel and suitable utility company service connection points. Lessor agrees to make such direct grants of easement as the utility companies may require.

Tax Parcel Numbers: 3407-02900-01100
3407-02800-00301

Schedule A

Fee Owned

NONE

Schedule B-1

Description of the Mortgaged Lease(s)

Site Ground Lease Agreement dated June 17, 2003, by and between Klamath County Youth Sports Complex, Inc., an Oregon nonprofit corporation, as lessor, and Washington Oregon Wireless Properties, LLC, a Delaware limited liability company, as lessee.

As evidenced by that certain Memorandum of Agreement dated June 17, 2003, by and between Klamath County Youth Sports Complex, Inc., an Oregon nonprofit corporation, as lessor, and Washington Oregon Wireless Properties, LLC, a Delaware limited liability company, as lessee, and recorded in the Official Records of Klamath County, Oregon, on August 4, 2003, in Book M03, Page 55293.

As assigned by an Assignment and Assumption of Ground Lease, dated as of September 23, 2008, by Washington Oregon Wireless, LLC, a Delaware limited liability company, as assignor, to Tower Entity 18, LLC, a Delaware limited liability company, predecessor-in-interest to TowerCo Assets, LLC, a Delaware limited liability company, through merger, as assignee, as evidenced and recorded in the Official Records of Klamath County, Oregon, on October 8, 2008, as Instrument No. 2008-013863, as may have been, or may hereafter be assigned or amended.

TowerCo Assets, LLC, a Delaware limited liability company, has changed its name to SBA 2012 TC Assets, LLC, a Delaware limited liability company.

Schedule B-2

Leasehold Interest

A portion of:

The Land is described and/or depicted as follows (metes and bounds description):

Enterprise Tracts, Lot 9 Por, Acres 5.12

Klamath Falls, Oregon

Premises are described and/or depicted as follows:

LEASE SITE LEGAL DESCRIPTION

A TELECOMMUNICATIONS LEASE SITE 25 FEET BY 25 FEET LOCATED IN AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 800, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, AND SAID LEASE SITE IS FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 77°58'12" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1597.84 FEET TO A SET 5/8" REBAR AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 90°00'00" WEST 25.00 FEET; THENCE NORTH 00°00'00" EAST 25.00 FEET; THENCE NORTH 90°00'00" EAST 25.00 FEET; THENCE SOUTH 00°00'00" WEST 25.00 FEET TO THE SAID TRUE POINT OF BEGINNING.

CONTAINING 625 SQUARE FEET.

LEASE SITE ACCESS EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR ACCESS 12 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 800, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°40'11" WEST ALONG THE CENTER OF SECTION LINE 1782.41 FEET; THENCE NORTH 00°19'48" EAST 30.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF A CITY STREET KNOWN AS UPLAND WAY AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 02°50'32" EAST 221.38 FEET; THENCE NORTH 84°15'04" EAST 128.41 FEET; THENCE NORTH 48°41'58" EAST 57.33 FEET; THENCE NORTH 00°00'00" WEST 19.57 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.

LEASE SITE UTILITY EASEMENT LEGAL DESCRIPTION

AN EASEMENT FOR UTILITIES 3 FEET IN WIDTH LOCATED ACROSS AN EXISTING PARCEL SHOWN ON MAP 38 09 35, TAX LOT 800, SAID PARCEL IS LOCATED IN THE NORTHWEST QUARTER OF SECTION 35, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.N., CITY OF KLAMATH FALLS, KLAMATH COUNTY, OREGON, WITH THE CENTERLINE OF SAID EASEMENT FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 82°41'57" WEST ON A BEARING BASED ON GEODETIC NORTH AS DERIVED USING REAL-TIME KINEMATIC GPS 1742.34 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 71°33'29" EAST 97.44 FEET; THENCE NORTH 48°41'58" EAST 84.55 FEET; THENCE NORTH 00°00'00" EAST 22.81 FEET TO THE SOUTH LINE OF A TELECOMMUNICATIONS LEASE SITE AND THE END OF SAID CENTERLINE AND SAID EASEMENT.