

2020-011097

Klamath County, Oregon

09/02/2020 11:08:00 AM

Fee: \$207.00

**Prepared By and
When Recorded Mail To:**

Eversheds Sutherland (US) LLP
999 Peachtree Street NE
Atlanta, Georgia 30309
Attn: Jenny Worthy
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LINE OF CREDIT INSTRUMENT

Maximum principal amount to be advanced: \$30,000,000.00; however, such maximum principal amount to be advanced may be exceeded by principal advances made to complete construction of improvements upon the subject property or such other purposes as are identified in ORS 86.155.

Maturity date: April 13, 2027, exclusive of options to renew or extend, if any.

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

GRANTOR: **HUNTER COMMUNICATIONS & TECHNOLOGIES LLC,**
801 Enterprise Drive
Central Point, Oregon 97502

TRUSTEE: **CHICAGO TITLE COMPANY OF OREGON**
1211 SW Fifth Ave., Suite 2130
Portland, OR 97204

BENEFICIARY: **COBANK, ACB,**
in its capacity as Administrative Agent for the Secured Parties
6340 S. Fiddlers Green Cir.
Greenwood Village, CO 80111

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

ADDITIONAL STATUTORY NOTICES:

(a) The tax account numbers for the property subject to the lien or in which the interest is granted are: 10944158, 10944214, 10980565, 414830, 414812, and 414803

(b) Type of transaction: Creation of deed of trust lien and security interests encumbering the properties described herein.

THIS INSTRUMENT CONSTITUTES A DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING COVERING BOTH REAL AND PERSONAL PROPERTY AND FIXTURES OF A TRANSMITTING UTILITY, AND IS TO BE CROSS INDEXED IN ALL INDICES IN WHICH ARE RECORDED LIENS, DEEDS OF TRUST, MORTGAGES, OR OTHER ENCUMBRANCES AGAINST REAL PROPERTY AND FIXTURES.

THIS INSTRUMENT CONSTITUTES A LIEN ON ALL AFTER ACQUIRED PROPERTY OF THE GRANTOR.

THIS INSTRUMENT CONTAINS FUTURE ADVANCE PROVISIONS.

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THIS REAL ESTATE DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING, dated as of September 1, 2020 (as the same may be amended, modified, supplemented or restated from time to time, hereinafter called this "**Deed of Trust**"), is made by **HUNTER COMMUNICATIONS & TECHNOLOGIES LLC**, as grantor and trustor (hereinafter called the "**Grantor**"), a limited liability company existing under the laws of the State of Delaware, to **CHICAGO TITLE COMPANY OF OREGON**, as trustee (the "**Trustee**"), for the benefit of **COBANK, ACB**, in its capacity as Administrative Agent for the Secured Parties (hereinafter called "**CoBank**" or the "**Beneficiary**"), a federally-chartered instrumentality of the United States, whose mailing address is 6340 S. Fiddlers Green Circle, Greenwood Village, CO 80111.

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of April 13, 2020 (as modified by the Closing Date Borrower Joinder Agreement (as defined below) and as it may be amended, modified, supplemented, extended or restated from time to time, the "**Credit Agreement**"), by and among Hunter Communications Intermediate Holdings LLC, a Delaware limited liability company, as the initial borrower thereunder (the "**Initial Borrower**"; together with the Grantor, the "**Borrowers**"), the other Loan Parties defined therein as may from time to time become parties thereto, the various financial institutions as are, or may from time to time become, parties thereto as lenders (collectively, the "**Lenders**") and the Beneficiary, in its capacity as Administrative Agent, the Lenders have committed to extend a loan or loans and other financial accommodations to the Borrower and certain other borrower parties thereto, in the maximum principal amount outstanding at any one time not to exceed \$30,000,000 (collectively, the "**Loan**" or "**Loans**" as the context so requires); and

WHEREAS, pursuant to that certain Closing Date Borrower Joinder Agreement, dated as of April 13, 2020 (the "**Closing Date Borrower Joinder Agreement**"), by and among the Grantor, the Initial Borrower and the Beneficiary, the Grantor was joined as an additional borrower party to the Credit Agreement; and

WHEREAS, as an inducement to the Beneficiary and the Lenders to enter into the Credit Agreement and to make the Loan, the Grantor has agreed, pursuant to the terms of the Credit Agreement, to secure the Secured Obligations under the Credit Agreement and the other Loan Documents, and to grant to the Trustee, for the benefit of the Beneficiary and the other Secured Parties, a first priority lien on and security interest in the Trust Estate (as hereinafter defined), pursuant to the terms of this Deed of Trust.

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound hereby, the Grantor hereby agrees as follows:

ARTICLE I.

DEFINITIONS

Section 1.01 Definitions. In addition to the terms defined elsewhere in this Deed of Trust, the following terms shall have the meanings specified in this Section 1.01, unless the context clearly requires otherwise. The terms defined herein include the plural as well as the singular. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement. Any accounting terms used in this Deed of Trust but not otherwise defined herein shall have the meanings they

have under GAAP. The rules of construction set forth in Section 1.2 of the Credit Agreement are hereby incorporated herein as fully as if reproduced in this Deed of Trust.

“Administrative Agent” shall mean the Beneficiary in its capacity as Administrative Agent on behalf of the Secured Parties under the Loan Documents, together with its successors and assigns from time to time, if any.

“Collateral Leases” shall have the meaning specified in Section 2.01.

“Deed of Trust” shall mean this Real Estate Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, as it may be amended or supplemented from time to time.

“Event of Default” shall have the meaning specified in Section 4.01.

“Excepted Property” shall mean the property, if any, identified in Appendix "C" hereto.

“Grantor’s Location” shall mean the debtor’s location as defined in the Uniform Commercial Code. For example, for a corporation, it is the state of incorporation; for a limited liability company, it is the state of formation; and for a limited partnership, it is the state of registration.

“Initial Maturity Date” shall have the meaning specified on the front page of this Deed of Trust.

“Lien” shall mean any statutory or common law consensual or non-consensual mortgage, pledge, grant, security title, security interest, lien, encumbrance or charge of any kind against property, including, without limitation, any conditional sale or other title retention transaction, any lease transaction in the nature of a security interest and any security interest under the Uniform Commercial Code.

“Maximum Debt Limit” (if any) shall mean the amount specified on the front page of this Deed of Trust.

“Obligations” shall mean any obligation or liability of any of the Borrowers or any of the Loan Parties, to the Administrative Agent, any of the Lenders or their Affiliates or other persons provided for under the Loan Documents, as such term is more particularly defined in the Credit Agreement, including (without limitation) the Loan(s) (as such Loans may be paid and reborrowed by the Borrowers in accordance with the terms of the Credit Agreement), the Secured Obligations, and any replacements, amendments, restatements, extensions and increases thereto. Without limiting the foregoing, "Obligations" shall include those obligations evidenced by the instruments and documents described in Appendix "A" hereto.

“Permitted Encumbrances” shall mean:

(i) as to the property specifically described in Granting Clause I, the restrictions, exceptions, reservations, conditions, limitations, interests and other matters which are set forth or referred to in such descriptions; and

(ii) as to all of the Trust Estate, any Lien permitted under the Credit Agreement or the other Loan Documents.

“Potential Default” shall mean the occurrence of any event which with the giving of notice and/or the passage of time and/or the occurrence of any other condition would ripen into an Event of Default.

“Rents” shall mean all present and future rents; prepaid rents; percentage, participation or contingent rents; income (from both services and occupation); cash; benefits; products; issues; profits; proceeds; revenues and other consideration accruing under or in connection with the Collateral Leases or otherwise derived from the use and occupancy of the real property.

“Telecommunications Facilities” shall mean all property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Grantor, and used in whole or in part in connection with any telecommunications or cable operations now or hereafter conducted by the Grantor, including, without limitation, the provision of services involving or relating to telephone, cellular telephone, cable, personal communications services, radio, television and other voice, image and data communications of every type and description. Without limiting the foregoing, “Telecommunications Facilities” shall include all telecommunications and radio transmitting and receiving equipment, headends, antennae, towers, satellite dishes, microwave communication equipment, cable, machinery, computers, computer programs, software, parts, tools, implements, poles, posts, cross-arms, conduits, ducts, lines (whether underground or overhead or otherwise), wires, cables, exchanges, switches (including, without limitation, host switches and remote switches), testboards, racks, frames, motors, generators, batteries, items of central office equipment, pay-stations, protectors, subscriber equipment, instruments, connections, appliances and other machinery and equipment.

“Tenants” shall have the meaning specified in Section 2.01.

“Trust Estate” shall have the meaning specified in Section 2.01.

“Uniform Commercial Code” shall mean the Uniform Commercial Code as the same may be in effect from time to time in the State of New York; provided that if, by reason of applicable Law, the validity or perfection of any security interest in any portion of the Trust Estate is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, then as to the validity or perfection, as the case may be, of such security interest, “Uniform Commercial Code” shall mean the Uniform Commercial Code as in effect from time to time in such other jurisdictions.

ARTICLE II.

GRANTING CLAUSES

Section 2.01. Granting Clauses. In order to secure the Obligations, whether such Obligations are made pursuant to a commitment, made at the option of the Beneficiary or any of the Secured Parties, made after a reduction to zero or other balance, or made otherwise, up to the Maximum Debt Limit, if any, and to declare the terms and conditions upon which the Obligations are to be secured, the Grantor, in consideration of the premises, does hereby grant, bargain, sell, alienate, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm unto the Trustee, in trust with power of sale and right of entry, for the benefit of the Beneficiary, its successors and assigns, and (to the extent provided in Section 6.06) unto the Beneficiary, all property, rights, privileges and franchises of the Grantor of every kind and description, real, personal or mixed, tangible or intangible, whether now owned or hereafter

acquired by the Grantor, wherever located, EXCEPT ANY EXCEPTED PROPERTY, including all and singular the following described property other than Excepted Property (all of which is hereinafter called the "Trust Estate"):

I

All right, title and interest of the Grantor in and to those fee and leasehold estates in real property described in Appendix "B" hereto, subject in each case to those matters set forth in such Appendix, together with all buildings and improvements located thereon and all rights appurtenant to such real property;

II

All right, title and interest of the Grantor in and to all other estates and interests in real property now owned by the Grantor and located in the counties listed in Appendix "B" hereto, or hereafter acquired, wherever located, including, without limitation, all fixtures, easements, permits, licenses and rights of way comprising real property;

III

All right, title and interest of the Grantor in and to all Telecommunications Facilities now owned by the Grantor and located in the counties listed in Appendix "B" hereto, or hereafter constructed or acquired by the Grantor, wherever located;

IV

All right, title and interest of the Grantor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Grantor for the purposes of, or in connection with, the construction, acquisition, ownership, use or operation by or on behalf of the Grantor of the Telecommunications Facilities, wherever located;

V

All right, title and interest of the Grantor in, to and under any and all licenses, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, ownership, use or operation any improvements upon real property, including without limitation the Telecommunications Facilities, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged or pledged, including, without limitation, all licenses and permits issued by the Federal Communications Commission (the "FCC");

VI

All right, title and interest of the Grantor in, to and under any and all contracts heretofore or hereafter executed, as they may be amended or supplemented from time to time, by and between the

Grantor and any person, firm, corporation or governmental body or agency, including, without limitation, contracts relating in any way to (i) the construction, acquisition, ownership, use, operation or output of the Grantor's Telecommunications Facilities, or (ii) the provision of telecommunications services;

VII

All right, title and interest of the Grantor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Grantor, including, without limitation, all accounts, inventory (including without limitation, returned or repossessed goods), contract rights, chattel paper, electronic chattel paper, instruments, documents, investment property (including, without limitation, certificated and uncertificated securities, security entitlements, securities accounts, commodity contracts, and commodity accounts), letters of credit; letter-of-credit rights, equipment, inventory, fixtures, general intangibles (including, without limitation, payment intangibles, choses or things in action, litigation rights and resulting judgments, goodwill, patents, trademarks and other intellectual property, tax refunds, miscellaneous rights to payment, investments and other interests in entities not included in the definition of investment property [including, without limitation, all equities and patronage rights in all cooperatives and all interests in partnerships and joint ventures], margin accounts, computer programs, software, invoices, books, records and other information relating to or arising out of the Grantor's business); and, to the extent not covered by the above, all other personal property of the Grantor of every type and description, including without limitation, supporting obligations, interests or claims in or under any policy of insurance, commercial tort claims, deposit accounts, money, and judgments (as such terms are presently or hereafter defined in the applicable Uniform Commercial Code), it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Grantor after the date hereof shall be as fully embraced within and subjected to the Lien hereof as if the same were now owned by the Grantor and were specifically described herein to the extent only, however, that the subjection of such property to the Lien hereof shall not be contrary to law;

VIII

All right, title and interest of the Grantor in any and all leases, licenses, rental agreements and arrangements of any sort now or hereafter affecting the real property or any portion thereof whereby the Grantor is "landlord," "lessor," "licensor," or otherwise acting or deemed to act in any similar capacity and including any and all extensions, renewals and modifications thereof (the "**Collateral Leases**") and guaranties of the performance or obligations of any tenants, lessees, or licensees thereunder (the "**Tenants**"), providing for or resulting in the payment of money to the Grantor for the use of the real property encumbered by this Deed of Trust or any portion thereof, whether the user enjoys the real property or any portion thereof as tenant for years, invitee, licensee, tenant at sufferance or otherwise, and irrespective of whether such leases, rental agreements and arrangements be oral or written, together with all Rents from such Collateral Leases (including all tenant security deposits and all other tenant deposits, whether held by the Grantor or in a trust account, and all other deposits and escrow funds relating to any Collateral Leases), and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Grantor of, in and to the same; subject, however, to the terms and conditions of Section 5.01 hereinbelow; and

IX

All right, title and interest of the Grantor in and to all Rents which are now or hereafter due or to be

paid in connection with the Trust Estate.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to the aforesaid property or any part thereof, with the reversion and reversions, remainder and remainders and all Rents, income, revenues, profits, cash, proceeds, products and benefits at any time derived, received or had from any and all of the above-described property of the Grantor and all deposits or other accounts into which the same may be deposited.

TO HAVE AND TO HOLD all and singular the Trust Estate unto the Trustee and its successors and assigns for the uses and purposes set forth herein, in trust, forever, to secure the payment and performance of the Obligations, including, without limitation, the due performance of the covenants, agreements and provisions herein contained, and for the uses and purposes and upon the terms, conditions, provisos and agreements hereinafter expressed and declared.

ARTICLE III.

PARTICULAR REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE GRANTOR

The Grantor represents, warrants and, except as otherwise permitted by the Beneficiary, covenants with the Beneficiary as follows:

Section 3.01. Authority to Execute and Deliver this Deed of Trust; All Action Taken; Enforceable Obligations. The Grantor is authorized under its articles of incorporation and bylaws or other applicable organizational documents and all applicable laws and by corporate or organizational action to execute and deliver this Deed of Trust; and this Deed of Trust is, and any amendment, supplement or restatement of this Deed of Trust when executed and delivered will be, the legal, valid and binding obligations of the Grantor which are enforceable in accordance with their respective terms, subject only to limitations on enforceability imposed by (y) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and (z) general equitable principles.

Section 3.02. Authority to Convey Trust Estate; No Liens; Exception for Permitted Encumbrances; Grantor to Defend Title and Remove Liens. The Grantor has good and marketable title to all fee and leasehold estates in real property covered by this Deed of Trust, good and marketable title to all personal property covered by this Deed of Trust, and good, right and lawful authority to mortgage and convey the Trust Estate for the purposes herein expressed. The Trust Estate is free and clear of any Lien affecting the title thereto, except Permitted Encumbrances. The Grantor will, so long as any of the Obligations shall remain unpaid, maintain and preserve the Lien of this Deed of Trust superior to all other Liens, other than Permitted Encumbrances, and will forever warrant and defend the title to the Trust Estate against any and all claims and demands.

Section 3.03. No Encumbrances on Trust Estate. The Grantor will not create, incur, suffer or permit to exist any Lien on any of the Trust Estate, except for Permitted Encumbrances. Except for claims giving rise to Permitted Encumbrances, the Grantor will promptly pay or discharge any and all obligations for or on account of which any such Lien might exist to the extent such payment or discharge is required under the Credit Agreement.

Section 3.04. Sale or Transfer of Trust Estate. The Grantor shall not sell, lease or transfer any part of the Trust Estate to any person or entity unless and only to the extent permitted in the Credit Agreement.

Section 3.05. Payment of Obligations. The Grantor will duly and punctually pay all amounts due under the Obligations, at the dates and places and in the manner provided in the Credit Agreement, and all other sums becoming due hereunder.

Section 3.06. [Intentionally Omitted].

Section 3.07. Maintenance of Trust Estate. The Grantor will at all times maintain and preserve the Trust Estate and each and every material part and parcel thereof in good repair, working order and condition, ordinary wear and tear excepted, and in material compliance with all applicable laws, ordinances, regulations, and requirements.

Section 3.08. Insurance. The Grantor will maintain insurance as required by the Credit Agreement.

Section 3.09. Beneficiary Right to Expend Money to Protect Trust Estate. From time to time, following the occurrence of any Event of Default, the Beneficiary may, in its sole discretion, but shall not be obligated to, advance funds on behalf of the Grantor, in order to ensure compliance with any covenant or agreement of the Grantor made in or pursuant to this Deed of Trust, the Credit Agreement or any of other Loan Documents, to preserve or protect any right or interest of the Beneficiary in the Trust Estate or under or pursuant to this Deed of Trust or any of the Loan Documents, including, without limitation, the payment of any insurance premiums or taxes and the satisfaction or discharge of any judgment or any Lien upon the Trust Estate or other property or assets of the Grantor (other than Permitted Encumbrances); provided, however, that the making of any such advance by the Beneficiary shall not constitute a waiver by the Beneficiary of any Event of Default with respect to which such advance is made nor excuse the Grantor from any performance required hereunder. The Grantor shall pay to the Beneficiary upon demand all such advances made by the Beneficiary with interest thereon at the Default Rate. All such advances and accrued interest shall be secured by this Deed of Trust.

Section 3.10. Further Assurances. Upon the request of the Beneficiary, the Grantor shall promptly do all acts and things, including the execution, acknowledgment and delivery of such financing statements, amendments hereto and other instruments and documents as the Beneficiary may reasonably request, to enable the Beneficiary to perfect and maintain the Lien of this Deed of Trust and/or the Beneficiary's rights and remedies hereunder. In the event the Grantor fails to take any action required under this Section 3.10, the Beneficiary may take any such action and make, execute and record any such financing statements, instruments and documents for and in the name of the Grantor, and the Grantor hereby irrevocably appoints the Beneficiary as its attorney-in-fact to take such actions, which appointment is coupled with an interest and irrevocable.

Section 3.11. Condemnation, Etc. In the event that the Trust Estate or any part thereof shall be taken under the power of eminent domain or like power, then, unless the Beneficiary otherwise consents, all proceeds and avails thereof shall be applied by the Grantor to the prepayment of the Obligations as set forth in the Credit Agreement (such prepayments to be applied in such order and manner as provided in the Credit Agreement).

Section 3.12. Conflict with Deed of Trust Terms. In the event of any conflict between any provision of this Deed of Trust and any provision of the Credit Agreement or any other Loan Document, such provision of the Credit Agreement or other Loan Document, as applicable, shall control (except that, for the avoidance of doubt, defined terms which are expressly defined in this Deed of Trust shall control for purposes of this Deed of Trust).

Section 3.13. Environmental Representations, Warranties, and Covenants.

(A) **Environmental Representations and Warranties.** The Grantor: (i) is and has been in compliance with all applicable material Environmental Laws, and (ii) has obtained all material permits, licenses and approvals required by Environmental Laws, all such permits, licenses and approvals are in full force and effect and the Grantor is in compliance with the terms and conditions of all such permits, licenses and approvals. Except as could not, individually or in the aggregate, reasonably be expected to result in liability in excess of the Threshold Amount, the Grantor has not received any notice of violation, alleged violation, non-compliance, liability or potential liability regarding environmental matters or compliance with Environmental Laws (and no related claim, complaint, proceeding, investigation or inquiry is pending or, to the knowledge of the Grantor, is threatened or contemplated) with regard to their activities at any of the real property, including leaseholds, owned or operated by the Grantor or the business operated by the Grantor. There are no facts, circumstances, conditions or occurrences that, to the knowledge of the Grantor, could reasonably be expected to (i) form the basis of Environmental Liability for the Grantor in excess of the Threshold Amount, or (ii) cause any real property, including leaseholds, owned or operated by the Grantor, to be subject to any material restrictions on its ownership, occupancy, use or transferability under Environmental Laws. Hazardous Materials have not been released on or from any real property, including leaseholds, owned or operated by the Grantor or at any off-site location for which the Grantor is liable, that individually or in the aggregate could reasonably be expected to give rise to any Environmental Liability in excess of the Threshold Amount.

(B) **Continuation of Representations, Warranties, Covenants and Indemnities.** Although any breach of the obligations, indemnities, representations, warranties and covenants of Grantor under this Section 3.13 (the "Environmental Obligations") shall constitute a default by Grantor under this Deed of Trust, the Environmental Obligations are not secured by this Deed of Trust and shall survive any termination or reconveyance of the lien of this Deed of Trust.

(C) **Environmental Notices.** Promptly after becoming aware of any material violation by the Grantor of Environmental Laws or promptly upon receipt of any notice that a Governmental Authority or other Person has asserted that the Grantor is not in compliance with Environmental Laws or that its compliance is being investigated, and, in either case, the same would reasonably be expected to result in a Material Adverse Change, the Grantor will give notice thereof to the Beneficiary and provide such other information as may be reasonably available to the Grantor to enable the Beneficiary to reasonably evaluate such matter.

(D) **Environmental Compliance.** The Grantor shall (i) conduct its operations and keep and maintain its real property in material compliance with all Environmental Laws and environmental permits; (ii) obtain and renew all environmental permits necessary for its operations and properties; and (iii) implement any and all investigation, remediation, removal and response actions that are necessary to maintain the value and marketability of the real property or to otherwise materially comply with Environmental Laws pertaining to any of its real property (provided, however, that the Grantor shall not

be required to undertake any such investigation, remediation, removal, response or other action to the extent that its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by Grantor with respect to such circumstances in accordance with GAAP).

Section 3.14 The Collateral Leases.

(A) **Grantor's Requirements.** The Grantor shall, except to the extent as would not reasonably be expected to result in a Material Adverse Change, (i) fulfill, perform and observe each and every material condition and covenant of landlord or lessor contained in each of the Collateral Leases; (ii) at no cost or expense to the Beneficiary, enforce, short of termination, the performance and observance of each and every material condition and covenant of each of the parties under the Collateral Leases; (iii) appear in and defend any action against any one or more of the Grantor, the Beneficiary and the Trust Estate arising out of, or in any manner connected with, any of the Collateral Leases, or the obligations or liabilities of any party thereto or any guarantor thereof; and (iv) furnish to the Beneficiary upon demand copies of all material Collateral Leases.

(B) **Additional Collateral Leases, Modifications, Etc.** The Grantor shall not, without the prior written consent of the Beneficiary (which consent shall not be unreasonably withheld or delayed), (i) modify any Collateral Leases in a manner adverse to the interests of the Grantor, except to the extent as would not reasonably be expected to result in a Material Adverse Change; (ii) terminate or accept the surrender of any Collateral Leases, except to the extent as would not reasonably be expected to result in a Material Adverse Change; or (iii) waive or release any other party from the performance or observance of any obligation or condition under any Collateral Leases, except to the extent as would not reasonably be expected to result in a Material Adverse Change.

(C) **Consents.** The Grantor shall not, without the prior written consent of the Beneficiary, (i) give any consent to any assignment or sublease by any Tenant under any of the material Collateral Leases, provided that, any Collateral Lease which is a colocation shall not be deemed to be a material Collateral Lease prior to the occurrence and continuation of any Event of Default; (ii) permit the prepayment of any Rents under any of the material Collateral Leases for more than one month prior to the accrual thereof, provided, however, that if annual rental payments are required or permitted under a material Collateral Lease, the Grantor may permit annual rental payments pursuant to such material Collateral Lease; or (iii) assign its interest in, to or under any material Collateral Leases or the Rents from the material Collateral Leases or from the Trust Estate to any Person other than the Beneficiary, except as otherwise expressly permitted by the Loan Documents. The Grantor shall take no action which will cause or permit the estate of any Tenant under any of the material Collateral Leases to merge with the interest of the Grantor in the real property or any portion thereof. From and after the occurrence of an Event of Default, the Grantor shall and does hereby authorize and direct each and every present and future Tenant of all or any part of the real property to pay all Rents (and any other sums due the landlord under the Collateral Lease) to the Beneficiary and to perform all other obligations of that Tenant for the direct benefit of the Beneficiary, as if the Beneficiary were the landlord under the Collateral Lease with that Tenant, immediately upon receipt of a demand by the Beneficiary to make such payment or perform such obligations, it being acknowledged that no such demand by the Beneficiary shall constitute or be deemed to constitute any assumption by the Beneficiary of any obligations of the landlord under such Collateral Lease. No Tenant shall have any responsibility to ascertain whether such demand is permitted hereunder or whether a default shall have occurred. The Grantor hereby waives any right, claim or demand it may now or hereafter have against any such Tenant by reason of such payment of Rents or other sums or

performance of obligations to or for the Beneficiary; and any such payment or performance to or for the Beneficiary shall discharge the obligations of such Tenant to make such payment or performance to or for the Grantor.

ARTICLE IV.

EVENTS OF DEFAULT AND REMEDIES OF THE BENEFICIARY

Section 4.01. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall constitute an Event of Default under this Deed of Trust.

Section 4.02. Acceleration of Maturity. Subject to the terms of Section 9.2 of the Credit Agreement, if an Event of Default shall have occurred and be continuing, the Beneficiary may declare the Obligations to be due and payable immediately by a notice in writing to the Grantor, and upon such declaration, all Obligations shall become due and payable immediately, anything contained herein or in the Credit Agreement or the other Loan Documents to the contrary notwithstanding.

Section 4.03. Remedies of the Beneficiary. If one or more Events of Default shall occur and be continuing, the Beneficiary (personally or by attorney), in its discretion, may:

(A) take immediate possession of the Trust Estate, collect and receive all credits, outstanding accounts and bills receivable of the Grantor and all rents, income, revenues, profits and proceeds pertaining to or arising from the Trust Estate, or any part thereof, whether then past due or accruing thereafter, and issue binding receipts therefor; and manage, control and operate the Trust Estate as fully as the Grantor might do if in possession thereof, including, without limitation, the making of all repairs or replacements deemed necessary or advisable;

(B) proceed to protect and enforce the rights of the Grantor and the rights of the Beneficiary by suits or actions in equity or at law in any court or courts of competent jurisdiction, whether for specific performance of any covenant or any agreement contained herein or in the Credit Agreement or in aid of the execution of any power herein granted or for the foreclosure hereof or hereunder or for the sale of the Trust Estate, or any part thereof, or to collect the debts hereby secured or for the enforcement of such other or additional appropriate legal or equitable remedies as may be deemed necessary or advisable to protect and enforce the rights and remedies herein granted or conferred, and in the event of the institution of any such action or suit, the Beneficiary shall have the right to have appointed a receiver of the Trust Estate and of all rents, income, revenues, profits and proceeds pertaining thereto or arising therefrom, whether then past due or accruing after the appointment of such receiver, derived, received or had from the time of the commencement of such suit or action, and such receiver shall have all the usual powers and duties of receivers in like and similar cases, to the fullest extent permitted by law, and if application shall be made for the appointment of a receiver, the Beneficiary shall be entitled to the appointment of such a receiver as a matter of strict right, without notice, without regard to the solvency or insolvency of any person or entity who may be liable for the payment of the Obligations, without regard to the value of the Trust Estate or the adequacy of the Trust Estate for the repayment of the Obligations, and without bond being required of the Beneficiary or such receiver; and

(C) Beneficiary may exercise all of the remedies of a secured party under the Uniform Commercial Code. To the extent permitted by applicable law, Grantor expressly waives any notice of sale or other disposition and notice of the exercise of any other right or remedy of Beneficiary arising by reason of an Event of Default hereunder, and to the extent any such notice is required and cannot be waived, Grantor agrees, for the purposes of this paragraph, that if such notice is mailed, postage prepaid, to the Grantor at least five (5) days before the time of the sale or disposition, such notice shall be deemed reasonable and shall fully satisfy any requirement for giving of said notice.

(D) Beneficiary may direct the Trustee, and Beneficiary may to the extent permitted by applicable law, with or without entry, personally or by its agents or attorneys insofar as applicable:

(i) Sell the Trust Estate and otherwise exercise the power of sale granted herein as a nonjudicial foreclosure of this Deed of Trust in the manner provided by applicable laws pertaining to the foreclosure of deeds of trust;

(ii) Institute proceedings for the complete or partial judicial foreclosure of this Deed of Trust as a mortgage in the manner provided by applicable law; and/or

(iii) Apply to any court of competent jurisdiction for the appointment of a receiver for the Trust Estate to operate the same and collect all the earnings, revenues, issues, profits and income therefrom.

In the event of any judicial or nonjudicial foreclosure sale made under or by virtue of this section, the entire principal of and interest due on the Obligations, if not previously due and payable, and all other sums secured hereby, immediately thereupon shall become due and payable. The proceeds of any sale made under or by virtue of this section, together with any other sums which then may be held by the Trustee or Beneficiary under this Deed of Trust shall be applied in the manner provided by law. Upon any judicial or nonjudicial sale made under or by virtue of this section, the Beneficiary may bid for and acquire the Trust Estate or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the indebtedness of the Grantor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust.

Any proceeds or funds arising from the exercise of any rights or the enforcement of any remedies herein provided after the payment or provision for the payment of any and all costs and expenses in connection with the exercise of such rights or the enforcement of such remedies shall be applied to the Obligations in such order and manner as the Beneficiary shall elect in its sole discretion, and the balance, if any, shall be paid to whomsoever shall be entitled thereto.

In the event Grantor remains in possession of the Premises after the same have been sold as provided herein or after Beneficiary otherwise becomes entitled to possession of the same, Grantor shall become a tenant at will of Beneficiary or the purchaser of the Trust Estate and shall pay, while in possession, a reasonable rental for use of the Trust Estate.

Notwithstanding anything to the contrary in this Deed of Trust, neither the Beneficiary nor the Trustee will take any action pursuant to this Deed of Trust that would constitute or result in any assignment or transfer of control of any License or ownership of any Equity Interest of a Person directly or indirectly holding a License if such assignment or transfer of control would require under then existing

applicable Law (including the written rules, regulations and policies of the FCC or any PUC) the prior approval of the FCC or any PUC, without first obtaining such approval.

Section 4.04. Remedies Cumulative; No Election. Every right or remedy herein conferred upon or reserved to the Beneficiary or the Trustee shall be cumulative and shall be in addition to every other right and remedy given hereunder or under the Credit Agreement or any other Loan Document or now or hereafter existing at law, or in equity, or by statute. The pursuit of any right or remedy shall not be construed as an election. The costs and expenses incurred by the Beneficiary (including, but not limited to, receiver's fees, counsel fees, cost of advertisement and agents' compensation) in the exercise of any of the remedies provided in this Deed of Trust shall be secured by this Deed of Trust.

Section 4.05. Waiver of Appraisal Rights. The Grantor, for itself and all who may claim through or under it, covenants that it will not at any time insist upon or plead, or in any manner whatever claim, or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption laws now or hereafter in force in any locality where any of the Trust Estate may be situated, in order to prevent, delay or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Trust Estate, or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchaser or purchasers thereat, and the Grantor, for itself and all who may claim through or under it, hereby waives the benefit of all such laws unless such waiver shall be forbidden by law.

Section 4.06. Exercise by Trustee. Notwithstanding anything herein to the contrary, the Trustee (i) shall not exercise, or waive the exercise of, any of its rights or remedies hereunder (other than its right to reimbursement) except upon the request of the Beneficiary, and (ii) shall exercise, or waive the exercise of, any or all of such rights or remedies upon the request of the Beneficiary and at the direction of the Beneficiary as to the manner of such exercise or waiver, provided that the Trustee shall have the right to decline to follow any such request or direction if the Trustee shall be advised by counsel that the action or proceeding, or manner thereof, so directed may not lawfully be taken or waived.

ARTICLE V.

POSSESSION UNTIL DEFAULT; SATISFACTION

Section 5.01. Possession Until Default. Until one or more Events of Default shall have occurred, the Grantor shall be suffered and permitted to retain actual possession of the Trust Estate, and to manage, operate and use the same and any part thereof, with the rights and franchises appertaining thereto, including, without limitation, to collect, receive, take, use and enjoy the rents, revenues, issues, earnings, income, products, profits and proceeds thereof or therefrom, subject to the provisions of this Deed of Trust. Specifically, the Grantor shall have a revocable license to collect routine (a) rental payments and revenues and, (b) only to the extent a Collateral Lease so requires or permits, annual rental payments and revenues under such Collateral Lease, it being agreed that the Beneficiary shall be entitled at all times to possession of all other Rents, and it being further agreed that upon the occurrence of an Event of Default hereunder such license shall be automatically revoked without the necessity of further action by the Beneficiary.

Section 5.02. Satisfaction. If the Grantor shall well and truly pay or cause to be paid the Obligations at the times and in the manner provided in the Credit Agreement, and shall also pay or cause

to be paid all other sums payable by the Grantor hereunder, and shall keep and perform all covenants herein and in the Loan Documents required to be kept and performed by it, and there are no further obligations to make advances to the Grantor under the Credit Agreement, then and in that case, the Trust Estate shall, upon the written request of the Grantor, be wholly released and cleared of the Lien of this Deed of Trust, and in such case, at the Grantor's cost and expense, the Beneficiary and the Trustee shall execute and deliver to the Grantor such instruments of release, cancellation, satisfaction or reconveyance as shall be required by law in the circumstances, if any.

ARTICLE VI.

MISCELLANEOUS

Section 6.01. Property Deemed Real Property. It is hereby declared to be the intention of the Grantor that all Telecommunications Facilities embraced in the Trust Estate, including, without limitation, all rights of way and easements granted or given to the Grantor or obtained by it to use real property in connection with the construction, acquisition, ownership, use or operation of the Telecommunications Facilities, and all other property physically attached to any of the foregoing, shall be deemed to be real property.

Section 6.02. Deed of Trust to Bind and Benefit Successors and Assigns. All of the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Grantor shall bind its successors and assigns, whether so specified or not, and all titles, rights and remedies hereby granted to or conferred upon the Trustee or the Beneficiary shall pass to and inure to the benefit of the successors and assigns of the Trustee or the Beneficiary, as the case may be. The Grantor hereby agrees to execute such consents, acknowledgments and other instruments as may be reasonably requested by the Beneficiary in connection with the assignment, transfer, mortgage, hypothecation or pledge of the rights or interests of the Beneficiary hereunder or under the Loan Documents or in and to any of the Trust Estate.

Section 6.03. Headings. The descriptive headings of the various articles and sections of this Deed of Trust were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

Section 6.04. Notices. All demands, notices, reports, approvals, designations or directions required or permitted to be given hereunder shall be in writing and shall be deemed to be properly given and received if sent by registered or certified mail, postage prepaid, or delivered by hand, or sent by facsimile transmission or electronic mail, receipt confirmed, addressed to the proper party or parties at the following address:

As to the Grantor:

Hunter Communications & Technologies LLC
801 Enterprise Drive
Central Point, OR 97502
Attention: Sam Ackley, Chief Operating Office
Email: sackley@hunterfiber.com
Fax No.: (541) 494-0358

With a copy to:

Hunter Communications Intermediate Holdings LLC

1900 K Street NW, Suite 650
Washington, D.C. 20006
Attention: Michael McKenzie
Email: mmckenzie@graingp.com

and

Alston & Bird LLP
2200 Ross Avenue, Suite 2300
Dallas, TX 75201
Attention: Stacie L. Cargill
Email: Stacie.Cargill@alston.com

As to the Trustee:

TRUSTEE
Trustee Address
Attention:
Fax No:

As to the Beneficiary:

CoBank, ACB
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attention: Credit Information Services
Fax No: (303) 224-6101
Email: CIServices@cobank.com

With a copy to:

CoBank, ACB
6340 S. Fiddlers Green Circle
Greenwood Village, CO 80111
Attention: Communications Banking Group
Telecopy: (303) 224-2718
Email: cobankloanaccounting@cobank.com;
BlakesL@cobank.com

Either such party may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed, and from and after any such designation, the address designated shall be deemed to be the address of such party in lieu of the address given above.

Section 6.05. Severability. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Deed of Trust shall not affect the remaining portions hereof.

Section 6.06. Deed of Trust Deemed Security Agreement and Fixture Filing. (A) To the extent that any of the property described or referred to in this Deed of Trust is governed by the provisions of the Uniform Commercial Code: (i) this Deed of Trust is hereby deemed a "security agreement" and a "financing statement" for said security agreement under the applicable Uniform Commercial Code and (ii) the Grantor hereby grants to the Trustee and to the Beneficiary separate security interests in the property named in the Granting Clauses. The Grantor agrees that this Deed of Trust or any reproduction hereof may be filed as a financing statement in the appropriate offices to perfect the security interests granted herein. The Grantor shall, at the Grantor's own expense, execute, deliver, file and refile any

financing or continuation statements or other security agreements the Beneficiary may require from time to time to perfect, confirm or maintain the lien of this Deed of Trust with respect to such property. Without limiting the foregoing, the Grantor hereby irrevocably appoints the Beneficiary as attorney-in-fact for the Grantor and authorizes the Beneficiary to execute, deliver and file such instruments (including electronic filings) for or on behalf of the Grantor at the Grantor's expense, which appointment, being for security, is coupled with an interest and shall be irrevocable. The mailing addresses of the Grantor as debtor, and the Trustee and the Beneficiary as secured parties are as set forth in Section 6.04.

(B) This Deed of Trust is a fixture filing as well as a Deed of Trust and a security agreement. The remedies for any violation of the covenants, terms and conditions of the security agreement contained in this Deed of Trust shall be (i) as prescribed herein, or (ii) as prescribed by applicable Law from time to time, or (iii) as prescribed by the Uniform Commercial Code from time to time, all at the Beneficiary's sole election.

(C) The Grantor warrants that (i) the Grantor's (that is, "Debtor's") name, identity or structure, state organizational number and residence or state of formation are as set forth in subparagraph (D) below, and the mailing address of "Debtor," are as set forth in Section 6.04 hereof; and an accurate statement indicating the types, or describing the items, of collateral is set forth in Section 2.01 hereof; and (ii) the location of the personal property collateral described herein is upon the real property. The Grantor covenants and agrees to comply with Section 6.10 of the Credit Agreement and Section 4.2 of the Security Agreement, as applicable, with respect to the information provided in clauses (i) and (ii) of this subparagraph (C). The Grantor will promptly execute or authorize any financing statements or other instruments reasonably deemed necessary by the Beneficiary to prevent any filed financial statement from becoming misleading or losing its perfected status.

(D) The information contained in this subparagraph (D) is provided in order that this Deed of Trust shall comply with the requirements of the Uniform Commercial Code, for instruments to be filed as financing statements. The Grantor confirms that the name of the "Debtor" and the identity or structure, state organizational number and residence or state of formation of "Debtor" are as set forth below and the mailing address of "Debtor," are as set forth in Section 6.04 hereof and a statement indicating the types, or describing the items, of collateral is set forth in Section 2.01 hereof. The Beneficiary confirms that the name of the "Secured Party" and the mailing address of the "Secured Party" from which information concerning the security interest may be obtained are as set forth in Section 6.04 hereof.

(a)	Name of Debtor:	Hunter	Communications	&
		Technologies LLC		

	Identity or Structure:	limited liability company
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	State Organizational Number:	7921644
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	Residence or state of formation:	Delaware
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(b)	Name of Secured Party:	CoBank, ACB, as Administrative Agent
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(c)	Description of the types	
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(or items) of property covered

by this Fixture Filing:

See granting clauses of Section 2.01.

(d) Description of real estate

to which the collateral is

attached or upon which it

is or will be located:

See Appendix "B" hereto.

Some of the above-described collateral is or is to become fixtures upon the above described real estate, and this fixture filing is to be filed for record in the public real estate records.

Section 6.07. Governing Law. The effect and meaning of this Deed of Trust, and the rights of all parties hereunder, shall be governed by, and construed according to, the laws of the State of Oregon, except to the extent governed by federal law or the Uniform Commercial Code of the state of the Grantor's Location.

Section 6.08. Indemnification by the Grantor. The Grantor agrees to indemnify the Beneficiary (and any sub-agent thereof), each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "**Indemnatee**") against, and hold each Indemnatee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the reasonable and documented out of pocket fees, charges and disbursements of any counsel for any Indemnatee, but limited, in the case of such fees, charges, and disbursements of counsel, to the reasonable and documented fees, charges, and disbursements of one counsel for all Indemnitees taken as a whole and, if necessary in the discretion of the Indemnitees, one firm of regulatory counsel and one firm of local counsel in each appropriate jurisdiction, in each case for all Indemnitees taken as a whole (and, in the case of an actual or perceived conflict of interest in the discretion of an Indemnatee where such Indemnatee affected by such conflict informs the Borrowers of such conflict, of one other firm of counsel for such affected Indemnatee)) incurred by any Indemnatee or asserted against any Indemnatee by any Person (including the Grantor or any other Loan Party and the expense of investigation) other than such Indemnatee and its Related Parties arising out of, in connection with, or as a result of (i) the execution or delivery of this Deed of Trust, any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations hereunder or thereunder or the consummation of the transactions contemplated hereby or thereby, (ii) any Loan or the use or proposed use of the proceeds therefrom, (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by the Grantor, or any Environmental Liability related in any way to the Grantor, or (iv) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, whether based on contract, tort or any other theory, whether brought by a third party or by the Grantor, and regardless of whether any Indemnatee is a party thereto; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses (x) are determined by a court of competent jurisdiction by final and

nonappealable judgment to have resulted from the gross negligence, bad faith, or willful misconduct of such Indemnitee or (y) result from a claim brought by the Grantor or any other Loan Party against an Indemnitee for material breach of such Indemnitee's obligations hereunder or under any other Loan Document, if the Grantor or such Loan Party has obtained a final and nonappealable judgment in its favor on such claim as determined by a court of competent jurisdiction. This Section 6.08 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages and other similar amounts arising from any non-Tax claim. The Grantor's obligations under this Section 6.08 shall survive the exercise by the Trustee or the Beneficiary of its rights and remedies hereunder, any foreclosure on all or any part of the Trust Estate and the release, cancellation, or satisfaction of this Deed of Trust.

Section 6.09. [Reserved].

Section 6.10. Trustee.

(A) Subject to applicable law, the Trustee may resign by an instrument in writing addressed to the Beneficiary, or the Trustee may be removed at any time with or without cause by an instrument in writing executed by the Beneficiary. In case of the death, resignation, removal or disqualification of the Trustee or if for any reason the Beneficiary shall deem it desirable to appoint a substitute or successor Trustee, then the Beneficiary shall have the right and is hereby authorized and empowered to appoint a successor Trustee, or a substitute Trustee, without other formality than appointment and designation in writing executed by the Beneficiary, and the authority hereby conferred shall extend to the appointment of other successor and substitute Trustees successively until the Grantor's obligations have been satisfied under Section 6.02 hereof or until the Trust Estate is sold hereunder. Such appointment and designation by the Beneficiary shall be full evidence of the right and authority to make the same and all facts therein recited. If the Trustee is a corporation, a national banking association or a federally chartered instrumentality of the United States and its appointment as the Trustee is executed in its behalf by an officer of such corporation or national banking association, or an authorized representative of such federally chartered instrumentality, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer. Upon the making of such appointment and designation, all of the estate and title of the Trustee in the Trust Estate shall vest in the named successor or substitute Trustee and it shall thereupon succeed to and shall hold, possess and execute all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee; but nevertheless, upon the written request of the Beneficiary or of the successor or substitute Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor or substitute Trustee all of the estate and title in the Trust Estate of the Trustee ceasing to act, together with all the rights, powers, privileges, immunities and duties herein conferred upon the Trustee, and shall duly assign, transfer and deliver any of the properties and moneys held by said Trustee hereunder to said successor or substitute Trustee. All references herein shall be deemed to refer to the Trustee (including any successor or substitute appointed and designated as herein provided) from time to time acting hereunder. Except as otherwise required by applicable law, the Trustee shall not perform any act or omit to act hereunder unless, prior to such act or omission, the Beneficiary delivers to the Trustee direction to so act or omit to act. The Grantor hereby ratifies and confirms any and all acts which the Trustee herein named or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof.

(B) The Trustee shall not be liable for any error of judgment or act done by the Trustee in good faith, or otherwise be responsible or accountable under any circumstances whatsoever, except for the Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely

upon any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by it hereunder, believed by it in good faith to be genuine. All moneys received by the Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law or by the Beneficiary), and the Trustee shall be under no liability for interest on any moneys received by it hereunder.

Section 6.11. Commercial Purpose. The Grantor warrants that this Deed of Trust is a commercial deed of trust and not a "residential deed of trust" as defined in O.R.S. § 86.705. Grantor warrants to Beneficiary that the indebtedness evidenced by the Obligations advanced to Grantor are for commercial purposes and not for household, consumer, personal or residential purposes. The Grantor will continue the commercial use of the Trust Estate so long as this Deed of Trust shall remain in effect.

Section 6.12 Statutory Warning O.R.S. §746.201.

UNLESS THE GRANTOR PROVIDES THE BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS DEED OF TRUST, THE BENEFICIARY MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT THE BENEFICIARY'S INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT THE GRANTOR'S INTEREST. IF THE TRUST ESTATE BECOMES DAMAGED, THE COVERAGE PURCHASED BY THE BENEFICIARY MAY NOT PAY ANY CLAIM THE GRANTOR MAY MAKE OR ANY CLAIM MADE AGAINST THE GRANTOR. THE GRANTOR MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT THE GRANTOR HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

THE GRANTOR IS RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY THE BENEFICIARY. THE COST OF THIS INSURANCE MAY BE ADDED TO THE PRINCIPAL BALANCE OF THE OBLIGATIONS. IF THE COST IS ADDED TO THE OBLIGATIONS, INTEREST WILL ACCRUE AND BE PAYABLE THEREON AT THE RATE SPECIFIED IN SECTION 3.09 OF THIS DEED OF TRUST. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE WHEN THE GRANTOR'S COVERAGE LAPSED OR THE DATE THE GRANTOR FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE PURCHASED BY THE BENEFICIARY MAY BE CONSIDERABLY MORE EXPENSIVE THAN THE INSURANCE THAT THE GRANTOR CAN OBTAIN ON ITS OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW.

NEITHER THE TRUSTEE NOR THE BENEFICIARY HAS ANY DUTY TO THE GRANTOR, A GUARANTOR, OR ANYONE ELSE TO OBTAIN INSURANCE COVERAGE IF THE GRANTOR FAILS TO DO SO. IT IS AGREED THAT THE RISK OF AN UNINSURED LOSS IS ALLOCATED TO THE GRANTOR AND SUCH LOSS WILL NOT REDUCE OR OTHERWISE AFFECT THE GRANTOR'S LIABILITY FOR PAYMENT OF THE OBLIGATIONS.

Section 6.13 Statute of Frauds. UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY LENDER CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF LENDER TO BE ENFORCEABLE.

Section 6.14 Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE 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, THE CREDIT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, ADMINISTRATIVE 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 CREDIT AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, **HUNTER COMMUNICATIONS & TECHNOLOGIES LLC**, as the Grantor, has caused this Deed of Trust to be signed in its name, all as of the day and year first above written.

**HUNTER COMMUNICATIONS &
TECHNOLOGIES LLC**, the Grantor

By: 

Name: Sam Ackley

Title: Chief Operating Officer

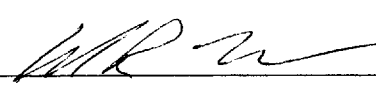
STATE OF OREGON)

COUNTY OF Jackson)

This instrument was acknowledged before me on August 18th, 2020, by Sam Ackley as Chief Operating Officer of HUNTER COMMUNICATIONS & TECHNOLOGIES LLC, a Delaware limited liability company, on behalf of the company.

(NOTARIAL SEAL)




Signature of Notarial Officer

Printed Name: Edwin Workman

Title and Rank: Notary Public

My commission expires: August 07, 2023

APPENDIX A -- CERTAIN OBLIGATIONS, ETC.

1. The "Obligations" referred to in Section 1.01 are as follows:

<u>Promissory Note</u>	<u>Note Date</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
Term Loan Note	April 13, 2020	\$25,000,000.00	April 13, 2027
Revolving Note	April 13, 2020	\$5,000,000.00	April 11, 2025

The parties hereto agree and acknowledge that the Loans (as evidenced by the above described Promissory Notes) may be paid and reborrowed by Borrowers pursuant to the terms of the Credit Agreement.

APPENDIX B -- TRUST ESTATE

1. Counties in which real property of the Grantor is located: (i) **Josephine County, Oregon, (ii) Jackson County, Oregon and (iii) Klamath County, Oregon**
2. Legal descriptions of real property in which the Grantor has a fee estate:

[See Attached]

3. Legal descriptions of real property in which the Grantor has a leasehold estate: **None.**

EXHIBIT "A" LEGAL DESCRIPTION

JACKSON COUNTY PROPERTIES:

PARCEL I:

Lot 7, VILAS INDUSTRIAL PARK PHASES 2 AND 3, a Subdivision in the City of Medford, Jackson County, Oregon, according to the official plat thereof, recorded in Volume 26, Page 22, Plat Records

PARCEL II:

Lot 16, VILAS INDUSTRIAL PARK PHASES 2 AND 3, a Subdivision in the City of Medford, Jackson County, Oregon, according to the official plat thereof, recorded in Volume 26, Page 22, Plat Records

PARCEL III:

Lot 17 of VILAS INDUSTRIAL PARK, PHASE 2 AND 3, according to the official plat thereof, now of record, in Jackson County, Oregon, recorded in Volume 26, Page 22 Plat Records. EXCEPTING THEREFROM the following described tract: Beginning at a 5/8" iron pin marking the southeast corner of Lot 17 of Vilas Industrial Park, Phase 2 and 3, according to the official plat thereof, now of record, in Jackson County, Oregon; thence North 0°04'29" West, along the east line of said Lot, a distance of 284.64 feet to the northeast corner thereof; thence South 89°55'10" West, 15.0 feet; thence South 0°04'29" East, parallel with and 15.0 feet West of said east line, 284.53 feet to the south line of said Lot; thence South 89°43'30" East, along said south line, 15.0 feet to the Point of Beginning.

JOSEPHINE COUNTY PROPERTY

PARCEL IV:

Beginning at a point 21.87 chains North and 250.00 feet East of the Southwest Corner of Donation Land Claim No. 38 in Section 17, Township 36 South, Range 5 West of the Willamette Meridian in Josephine County, Oregon; thence East, 140.78 feet to a point on the West right-of-way line of the Southern Pacific Railroad; thence North along said West right-of-way line a distance of 150.00 feet; thence West, 140.78 feet; thence South a distance of 150.00 feet, to the place of beginning.

KLAMATH COUNTY PROPERTY

Lots 4D and the North 8.33 feet of Lot 4C, Lots 3C, 3D, 2E, 2D, 2C, 2B, 2A, 1D, and the Westerly 15 feet of Lot 1C, all in Block 4, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, according to the supplemental plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

APPENDIX C -- EXCEPTED PROPERTY

All property of the Grantor excluded from the Lien of the Security Agreement pursuant to Section 2.3 of the Security Agreement; provided, that if at any time the creation, attachment or perfection of the security interest granted herein in any of property described in clauses (C) through (G) of Section 2.3 of the Security Agreement shall be permitted or consent in respect thereof shall have been obtained, then the Grantor shall at such time be deemed to have granted a security interest in such property (and such security interest will attach immediately without further action). Notwithstanding anything to the contrary set forth above, the rights to receive, and any interest in, all Proceeds (as defined in the Security Agreement) of, or monies or other consideration received or receivable from or attributable to the sale, transfer, lease, assignment or other disposition of, any Excepted Property (to the extent a direct security interest in such property or Proceeds from the sale, transfer, lease, assignment or other disposition of such property shall not have already been granted) shall attach immediately and be subject to the security interest granted pursuant to this Deed of Trust.