

When recorded return to:

**177746**

Christine K. Nich, Esq.  
Davis Polk & Wavell  
450 Lexington Ave  
New York, New York 10017

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

dated as of December 6, 2001

by

**WILLIAMS COMMUNICATIONS, LLC**  
a Delaware limited liability company  
as Grantor,

to

**FIRST AMERICAN TITLE COMPANY OF NEVADA,**  
as Trustee  
for the benefit of

**BANK OF AMERICA, N.A.,**  
a national banking association  
as Administrative Agent,  
the Beneficiary

Properties:

Easements  
situated in the County of Eureka  
State of Nevada

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THIS INSTRUMENT CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS AND  
SECURES OBLIGATIONS CONTAINING PROVISIONS FOR CHANGES IN INTEREST RATES.  
THIS INSTRUMENT ALSO SECURES FUTURE ADVANCES. THIS INSTRUMENT IS ALSO  
A FIXTURE FILING ACCORDANCE WITH N.R.S. 104.9402(B).

(NY) 02826/048/MORTGAGE/VERS/nevada.easement.wpd

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BOOK 346 PAGE 040

**THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT** (this "**Deed of Trust**") dated as of December 6, 2001 by WILLIAMS COMMUNICATIONS, LLC (formerly known as Williams Communications, Inc., which was formerly known as Vyvx, Inc.), a Delaware limited liability company (the "**Grantor**") having an address at c/o Wims Communications Group, Inc., One Williams Center, Tulsa, Oklahoma 74112 to the Trustee designated on the cover hereof (the "**Trustee**"), for the benefit of BANK OF AMERICA, N.A., as Administrative Agent for the Secured Parties (hereinafter defined), having an address at 901 Main Street, Dallas, Texas 75202 (together with its successors, the "**Beneficiary**").

**WITNESSETH:**

**RECITALS**

A. *Credit Agreement.* Reference is hereby made to that certain Amended and Restated Credit Agreement dated as of September 8, 1999, as amended by Amendment No. 1 dated as of December 31, 1999, Amendment No. 2 dated as of December 31, 1999, Amendment and Restatement dated as of September 1, 2000, Amendment No. 3 dated as of March 19, 2001, and Amendment No. 5 dated as of April 25, 2001 (the "**Credit Agreement**"), among WILLIAMS COMMUNICATIONS, LLC, as Borrower, WILLIAMS COMMUNICATIONS GROUP, INC., as Grantor, BANK OF AMERICA, N.A., as Administrative Agent, the Lender party thereto (the "**Lenders**"), THE CHASE MANHATTAN BANK, as Syndication Agent, SALOMON SMITH BARNEY INC., LEHMAN BROTHERS, INC. and MERRILL LYNCH & CO., INC., as Co-Documentation Agents, and SALOMON SMITH BARNEY INC., and LEHMAN BROTHERS, INC., as Joint Lead Arrangers and Joint Bookrunners, providing, subject to the terms and conditions thereof, for extensions of credit (by making loans and issuing letters of credit) to be made by the Lenders to the Borrower.

B. *Secured Obligations.* The Lien of this Deed of Trust is being granted to secure payment, performance and observance of the Secured Obligations (as hereinafter defined) whether now or hereafter owed or owing.

C. *Principal Amount.* Except as provided in Appendix A, this Deed of Trust secures a minimum principal or face amount of \$2,000,000,000 plus accrued unpaid interest, fees and costs, plus any other obligations designated by the Grantor as additional Secured Obligations pursuant to Section 18 of the Security Agreement. The Grantor hereby further agrees that any limitation in Appendix A does not limit or otherwise derogate any of the rights and remedies of the Lenders or the Administrative Agent under any of the other Loan Documents.

## GRANTING CLAUSES

**NOW, IEREFOR**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the purpose of securing the due and punctual payment, performance and observance of the Secured Obligations and intending to be bound hereby, Grantor (a) does hereby GRANT, BARGAIN, SELL, CONVEY, MORTGAGE, ASSIGN, TRANSFER and WARRANT to the Trustee for the benefit of the Beneficiary and its successors as Administrative Agent for the Secured Party, with POWER OF SALE, if applicable, and right of entry as hereinafter provided, all of the Grantor's right, title and interest in and to the property and rights described in the following Granting Clauses to the extent such property and rights constitute a non-fee simple interest in real property, and (b) does hereby GRANT AND WARRANT to the Beneficiary and its successors as Administrative Agent under the Collateral Documents, a continuing security interest in and title of the Grantor's right, title and interest in and to the property and rights described in the following Granting Clauses to the extent covered by the Local UCC (of which property and rights are collectively called the "Trust Property"), to:

### GRANTING CLAUSE I.

*Easements.* The easements, licenses, rights of way, passages, leases, consents, servitudes, permits and similar agreements or arrangements described on Exhibit A (the "Easement Agreements") and any and all other rights arising under, pursuant to or derived from the Easement Agreements and together with the Grantor's right, title or interest over, under, on or through the easement premises described in the Easement Agreements (the "Premises").

THIS DEED OF TRUST DOES NOT ENCUMBER OR AFFECT THE INTEREST OF THE GRANTOR OF ANY EASEMENT AGREEMENT OR THE TITLE TO THE SERVIENT ESTATE.

### GRANTING CLAUSE II.

*Improvements.* All buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Premises, including all parking areas, roads, driveways, walks, fences, walls and berms; all items of fixtures, equipment and personal property of every kind and description, in each case now or hereafter located in, on or under the Premises or affixed (actually or constructively) to the Improvements which by the nature of their location thereon, therein or affixed thereto, or otherwise, are real property under applicable law or an interest in them arises under real estate law including: all drainage and lighting facilities and other site improvements; all water, sanitary and storm

sewer, drainage, electricity, steam, gas, telephone, telecommunications and other utility equipment and facilities (such as cables, lines, wires, conduits, control trenches, cables, poles, dishes and antennae); all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire protection and sprinkler, surveillance and security, vacuum cleaning, public address and communications equipment and systems; all pipes, elevators, escalators, motor, electrical, computer and other wiring, machinery, fittings and racking and shing; all walls, screens and partitions; and including all materials intended for construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Trust Property immediately upon delivery thereof on the Premises and to be part of the Improvements immediately upon their incorporation therein (the foregoing being collectively called the "**Improvements**"; the Premises with the Improvements thereon being collectively called the "**Property**").

GRANTING CLAUSE III.

*Appurtenant Rights.* All tenements, hereditaments and appurtenances now or hereafter relating to the Property.

GRANTING CLAUSE IV.

*Rents, Issues and Profits.* (a) All rents, royalties, issues and profits, now or hereafter accruing with respect to the Property and all other claims, rights and remedies now or hereafter, belonging or accruing with respect to the Property (the foregoing rents and other sums described in this Granting Clause being collectively called the "rents").

(b) For purposes of Section 552(b) of the Bankruptcy Code, the Grantor and the Beneficiary acknowledge and agree that this Deed of Trust shall constitute a "security agreement," that the security interest created by such security agreement extends to property of the Grantor acquired before the commencement of a case in bankruptcy and to all amounts paid as rents, issues and profits of the Property and that such security interest shall extend to all rents, issues and profits of the Property acquired by the estate after the commencement of a case in bankruptcy.

GRANTING CLAUSE V.

*Proceeds.* All proceeds of any Transfer, financing, refinancing or conversion into or liquidated claims, whether voluntary or involuntary, of any of the Trust Property, including all Casualty Proceeds and title insurance proceeds under a title insurance policy now or hereafter held by the Grantor,

and all rights, interests and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any the Trust Property, all of which the Grantor hereby irrevocably directs be paid to the Beneficiary to the extent provided herein to be held, applied and disbursed provided in this Deed of Trust.

GRANTING CLSE VI.

*Additional Property.* All greater, additional or other estate, right, title and interest of the Grantor in, to, under or derived from the Trust Property hereafter acquired by the Grantor, including all right, title and interest of the Grantor in, to, under or derived from all extensions, improvements, betterments, renewals, substitutions and replacements of, and additions and appurtenances to, any of the Trust Property hereafter acquired by or released to the Grantor or constructed or located on, or added to, the Property, in each case, immediately upon such acquisition, release, construction, location or affixation; all estate, right, title and interest of the Grantor in, to, under or derived from any other property and rights which are, by the provisions of the Loan Documents, required to be subjected to the Lien hereof; all estate, right, title and interest of the Grantor in, to, under or derived from another property and rights which are necessary to maintain the Property and the Grantor's business or operations conducted therein as a going concern that is not otherwise subject to a Lien created under another Loan Document, in each case, to the fullest extent permitted by law, without any further conveyance, deed of trust, assignment or other act by the Grantor; and all estate, right, title and interest of the Grantor in, to, under or derived from all other property and rights which are by any instrument or otherwise subjected to the Lien hereof by the Grantor or anyone acting on its behalf.

TO HAVE AND TO HOLD the Trust Property, together with all estate, right, title and interest of the Grantor and anyone claiming by, through or under the Grantor in, under or derived from the Trust Property and all rights and appurtenances relating thereto, to the Trustee for the benefit of the Beneficiary, forever.

Notwithstanding the foregoing, the following property is excluded from the Trust Property: (a) general intangibles or other rights arising under or subject to any Easement Agreements if, but only to the extent that, a lien thereon or the grant of a security interest therein would constitute a violation of a valid and enforceable restriction in favor of a third party, unless and until any required consents have been obtained, and (b) Property subject to a Lien permitted under clause (ii) of the definition of Permitted Liens herein but only if and for so long as the documents creating or governing such Lien prohibits the granting of another Lien on such Property. The Grantor shall use reasonable commercial efforts to obtain any required consent referred to in the immediately preceding clause (a),

but the Grantor shall not be obligated to seek a consent, waiver or amendment to the extent that creating a Lien on such general intangibles or other rights is expressly prohibited by the document or instrument that governs the same.

PROVED ALWAYS that this Deed of Trust is upon the express condition that the Trust Property shall be released from the Lien of this Deed of Trust in full or part in the manner and at the time provided in Section 7.02.

THE GRANTOR ADDITIONALLY COVENANTS AND AGREES WITH THE TRUSTEE AND THE BENEFICIARY AS FOLLOWS:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

SECTION 01. *Definitions.* (a) Capitalized terms used in this Deed of Trust, but not otherwise defined herein, are defined in the Credit Agreement and have the same meanings herein as therein.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Beneficiary	Preamble
Credit Agreement	Recitals
Deed of Trust	Preamble
Easement Agreements	Granting Clause I
Grantor	Preamble
Improvements	Granting Clause II
Lender	Recitals
Permitted Sale	Section 7.02(b)
Premise	Granting Clause I
Property	Granting Clause II
Receive	5.02(iv)



Rents

Granting Clause IV

Trust property

Granting Clauses

Trust

Preamble

(c) In addition, as used herein, the following terms have the following meanings:

**"Administrative Agent"** means Bank of America, N.A., in its capacity as Administrative Agent for the Secured Parties, and its successors in such capacity.

**"Bankruptcy Code"** means the Bankruptcy Code of 1978.

**"Cash Collateral Account"** is defined in the Security Agreement.

**"Casual Event"** means any damage to, or destruction of, any Property.

**"Casual Proceeds"** means (i) with respect to any Condemnation Event, all awards or payments received by the Grantor by reason of such Condemnation Event, including amounts received with respect to any transfer in lieu or anticipation of such Condemnation Event or in settlement of any proceeding relating to such condemnation Event and (ii) with respect to any Casualty Event, all insurance proceeds or payments (other than payments with respect to business interruption insurance) which the Grantor receives under any insurance policy by reason of such Casualty Event.

**"Collateral Documents"** is defined in the Security Agreement.

**"Condemnation Event"** means any condemnation or other taking or temporary or permanent requisition of any Property, any interest therein or right appurtenant thereto, or any change of grade affecting any Property, as the result of the exercise of a right of condemnation or eminent domain. A transfer to a governmental authority in lieu or anticipation of condemnation shall be deemed to be a Condemnation Event.

**"Continuing Secured Obligation"** is defined in the Security Agreement.

**"Insurer Policies"** means the insurance policies and coverages required to be maintained by the Grantor with respect to the Property pursuant to the Credit Agreement.

**"Insurer Premiums"** means all premiums payable under the Insurance Policies.

**"Insurance Requirements"** means all provisions of the Insurance Policies, all requirements of the issuer of any of the Insurance Policies and all orders, rules, regulations and any other requirements of the National Board of Fire Underwriters (any other body exercising similar functions) binding upon the Grantor and applicable to the Property, or any use or condition thereof.

**"Legal requirements"** means all provisions of all applicable laws, statutes, codes, rules, ordinances, orders, judgments, decrees, injunctions, rules, regulations, directions and requirements of, permits from and agreements with, all governmental authorities, now or hereafter applicable to the Property, any adjoining vaults, sidewalks, streets or ways, or any use or condition thereof.

**"Local Law"** means the Uniform Commercial Code as in effect from time to time in the State in which the Property is located.

**"Non-Contingent Secured Obligation"** is defined in the Security Agreement.

**"Permitted Disposition"** means any (i) Transfer in connection with a Condemnation Event, (ii) other Transfer permitted under the Credit Agreement (pursuant to a waiver or otherwise), or (iii) assignment or sublease to the Borrower or any of its Restricted Subsidiaries.

**"Permitted Liens"** means (i) any Liens described in clauses (a), (b), (e) or (f) of the definition in the Credit Agreement of Permitted Encumbrance, (ii) any Liens permitted under clauses (v) and (x) of Section 6.02(a) of the Credit Agreement, or (iii) any Liens not granted or created, voluntarily or involuntarily, by the Grantor.

**"Post-Delinquency Rate"** means, with respect to any amount payable by the Grantor hereunder which is not paid when due, a rate per annum equal to the sum of 2% plus the rate applicable to ABR Loans from time to time.

**"Release Conditions"** is defined in the Security Agreement.

**"Restoration"** means the restoration, repair, replacement or rebuilding of the Property after a Casualty Event or Condemnation Event, and "Restore" means to restore, repair, replace or rebuild the Property after a Casualty Event or Condemnation Event, in each case to a value and condition substantially the same as the value and condition immediately prior to the Casualty Event or Condemnation Event.



**"Secured Obligations"** means all principal of all Loans outstanding from time to time under the Credit Agreement, all reimbursement obligations with respect to all Letters of Credit issued from time to time under the Credit Agreement, all interest (including Post-Petition Interest) on such Loans and reimbursement obligations, all other amounts now or hereafter payable by the Borrower pursuant to the Loan Documents, all obligations of the Borrower designated as secured "Secured Obligations" pursuant to Section 18 of the Security Agreement and any renewals, extensions, or refundings of any of the foregoing.

**"Secured Parties"** means the holders from time to time of the Secured Obligations and the Beneficiary.

**"Security Agreement"** means the Security Agreement dated as of April 23, 2001, among Williams Communications, LLC, Williams Communications Group, Inc., the subsidiary Loan Parties, and the Administrative Agent.

**"Transfer"** means, when used as a noun, any sale, conveyance, assignment, lease, sublease of all or any substantial portion of the Property, or other transfer and when used as a verb, to sell, convey, assign, lease, sublease, or otherwise transfer, in each case (i) whether voluntary or involuntary, (ii) whether direct or indirect and (iii) including any agreement providing for a Transfer or granting any right or option providing for a Transfer. The grant of a license to third parties to locate equipment within the Improvements or on the Property in the ordinary course of the Grantor's business is not a Transfer.

(d) In this Deed of Trust, unless otherwise specified, references to this Deed of Trust or Easement Agreements, the Credit Agreement, Letters of Credit, the Security Agreement, Loan Documents and Collateral Documents include all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications, to the extent applicable, and any refinancings and fundings thereof, in whole or in part.

**SECTION 12. Interpretation.** In this Deed of Trust, unless otherwise specified, (i) singular words include the plural and plural words include the singular; (ii) words which include a number of constituent parts, things or elements, including the terms Easement Agreements, Improvements, Premises, Secured Obligations, Property and Trust Property, shall be construed as referring separately to each constituent part, thing or element thereof, as well as to all of such constituent parts, things or elements as a whole; (iii) words importing any gender include both genders; (iv) references to any Person include such Person's successors and assigns and in the case of an individual, the word "successors" includes such Person's heirs, devisees, legatees, executors, administrators and personal representatives; (v) references to any statute or other law include all

applicable rules, regulations and orders adopted or made thereunder and all statutes or otheaws amending, consolidating or replacing the statute or law referred to; (vi) the words "consent", "approve", "agree" and "request", and derivations thereof or words of similar import, mean the prior written consent approval, agreement or request of the Person in question; (vii) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation"; (viii) the words "hereto", "herein", "hereof" and "hereunder", and words of similar import, refer to this Deed of Trust in its entirety; (ix) references to Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are to the Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses of this Deed of Trust; (x) the Schedules and Exhibits to this Deed of Trust are incorporated herein by reference; (xi) the titles and readings of Articles, Sections, Schedules, Exhibits, subsections, paragraphs and clauses are inserted as a matter of convenience and shall not affect the construction of this Deed of Trust; (xii) all obligations of the Grantor hereunder shall be satisfied by the Grantor at the Grantor's sole cost and expense; and (xiii) all rights and powers granted to the Trustee and/or the Beneficiary hereunder shall be deemed to be coupled with an interest and be irrevocable.

## ARTICLE 2

### CERN WARRANTIES AND COVENANTS OF THE GRANTOR

SECTION 2.1. *Organization/Authorization/Title.* (a) The Grantor is duly organized or formed, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority to grant this Deed of Trust the execution, delivery and performance of which has been duly authorized all necessary limited liability company and, if required, member action.

(b) The Grantor warrants that, as of the date hereof, (i) the Grantor is the owner of, or has a valid interest in, all items constituting the Trust Property, and (ii) this Deed of Trust constitutes a valid, binding and enforceable first priority Lien on the Trust Property, subject only to Permitted Liens.

(c) Except as contemplated by Section 7.02, the Grantor shall preserve, protect, warrant and defend (A) the estate, right, title and interest of the Grantor in and to the Trust Property; (B) the validity, enforceability and priority of the Lien of this Deed of Trust on the Trust Property; and (C) the right, title and interest of the Beneficiary and any purchaser at any sale of the Trust Property hereunder or relating hereto, in each case against all other Liens and claims whatsoever, other than Permitted Liens.

(d) The Grantor, at its sole cost and expense, shall (i) promptly correct any defect or error which may be discovered in this Deed of Trust or any financing statement or other document relating hereto; and (ii) promptly execute, acknowledge, deliver, record and re-record, register and re-register, and file and re-file this Deed of Trust, any amendment to this Deed of Trust and any financing statements or other documents which the Beneficiary may reasonably require from time to time (as to form and substance reasonably satisfactory to the Beneficiary) in order (A) to create, effectuate, complete, perfect, continue or preserve the Lien of this Deed of Trust as a first Lien on the Trust Property, whether now owned or hereafter acquired, subject only to the Permitted Liens, or (B) to create, effectuate, complete, perfect, continue, preserve or validate any right, power or privilege granted or intended to be granted to the Beneficiary hereunder or otherwise accomplish the purposes of this Deed of Trust. To the extent permitted by law, the Grantor hereby authorizes the Trustee and/or the Beneficiary to execute and file financing statements or continuation statements without the Grantor's signature appearing thereon if the Grantor has failed to do so within a reasonable period of time or demand therefor. The Grantor shall pay on demand the costs of, or incidental to, any recording or filing of any financing or continuation statement, or amendment thereto, concerning the Trust Property.

(e) Nothing herein shall be construed to subordinate the Lien of this Deed of Trust to any Permitted Lien to which the Lien of this Deed of Trust is not otherwise subordinate.

SECTION 02. *Secured Obligations.* The Grantor shall duly and punctually pay, perform and observe the Secured Obligations.

SECTION 03. *Liens.* The Grantor shall not create or permit to be created or to remain, and shall promptly discharge or cause to be discharged, any Lien on the Trust Property or any interest therein, in each case (i) whether voluntarily or involuntarily created, (ii) whether directly or indirectly a Lien thereon and (iii) whether subordinated hereto, except Permitted Liens.

SECTION 04. *Transfer.* The Grantor shall not Transfer, or suffer any Transfer of, the Trust Property or any part thereof or interest therein, except, subject to the rights of the Beneficiary hereunder if an Event of Default has occurred and is continuing, in connection with Permitted Dispositions, *provided* the Net Proceeds thereof are applied as required by the Loan Documents.

SECTION 05. *Environmental Matters.* Except for the Disclosed Matters and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, the Grantor warrants that the Grantor (i) has not failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or

other approval required under any Environmental Law, (ii) has not become subject to any Environmental Liability, (iii) has not received written notice of any claim with respect to Environmental Liability, and (iv) does not know of any basis for any violation of any Environmental Law or any release, threatened release or exposure to any Hazardous Materials that is likely to form the basis of any Environmental Liability, in each case relating to the Property.

SECTION 06. *Easement Agreements*. The Grantor agrees:

(a) to keep and perform, or cause to be kept and performed, each and every covenant, agreement and obligation of the grantee as set forth in the Easement Agreements and any statute, ordinance, rule or regulation relating thereto, and not commit, suffer or permit any breach thereof, except to the extent such failure could not reasonably be expected to result in a Material Adverse Effect.

(b) to give prompt notice to the Beneficiary of any default under any of the Easement Agreements within the Grantor's knowledge or of the receipt by it of any notice of default from any Person under any of the Easement Agreements, except to the extent such default could not reasonably be expected to result in a Material Adverse Effect, and to furnish to the Beneficiary all information that it may reasonably request concerning the performance by the Grantor of the covenants of the Easement Agreements; and

(c) that long as this Deed of Trust is in effect, there shall be no merger of any Easement Agreement or any interest therein or estate created thereby with the servient estate or any portion thereof by reason of the fact that any Easement Agreement or an interest therein or estate thereunder may be held directly or indirectly by or for the account of any Person who also holds the servient estate or a portion thereof or any interest therein.

ARTICLE 3.  
INSURANCE, CASUALTY AND CONDEMNATION

SECTION 01. *Insurance, Casualty and Condemnation*. The Credit Agreement contains provisions concerning Insurance Policies to be maintained by the Grantor and the application of Casualty Proceeds with respect to any Casualty Event or Condemnation Event.

ARTICLE 4  
CERTAIN SECURED OBLIGATIONS

SECTION 01. *Interest after Default.* If, pursuant to the terms of this Deed of Trust, the Beneficiary shall make any payment on behalf of the Grantor (including any payment made by the Beneficiary pursuant to Section 5.09), or shall incur hereunder any expense for which the Beneficiary is entitled to reimbursement pursuant to the terms of the Loan Documents, such Secured Obligation shall be payable on demand and any amounts not paid on demand shall bear interest, payable on demand, for each day until paid at the Post-Default Rate for such day. Such interest, and any other interest on the Secured Obligations payable at the Post-Default Rate pursuant to the terms of the Loan Documents, shall accrue through the date paid notwithstanding any intervening judgment of foreclosure or sale. All such interest shall be part of the Secured Obligations and shall be secured by this Deed of Trust.

SECTION 02. *Changes in the Laws Regarding Taxation.* If, after the date hereof, there shall be enacted any applicable law changing in any way the taxation (excluding taxation based on income or capital) of mortgages, deeds of trust or other Liens or obligations secured thereby, or the manner of collection of such taxes, so as to adversely affect this Deed of Trust, the Secured Obligations, the Beneficiary or a Secured Party, promptly after demand by the Beneficiary or any affected Secured Party, the Grantor shall pay all taxes, assessments or other charges resulting therefrom or shall reimburse such affected Person for all such taxes, assessments or other charges which such Person is obligated to pay as a result thereof.

ARTICLE 5  
DEFAULTS, REMEDIES AND RIGHTS

SECTION 01. *Events of Default.* Any Event of Default (as defined in the Credit Agreement) under the Credit Agreement shall constitute an Event of Default hereunder. All notice and cure periods provided in the Credit Agreement and the other Loan Documents shall run concurrently with any notice or cure periods provided under applicable law.

SECTION 02. *Remedies.* (a) When an Event of Default has occurred and is continuing, each of the Trustee and the Beneficiary shall have the right and power, subject to the terms of Article 7 of the Credit Agreement, to accelerate the Secured Obligations and shall have the right and power to exercise any of the following remedies and rights, subject to mandatory provisions of applicable law, to wit:



( ) to institute a proceeding or proceedings, by advertisement, judicial process or otherwise as provided under applicable law, for the complete or partial foreclosure of this Deed of Trust or the complete or partial sale of the Trust Property under the power of sale hereunder or under an applicable provision of law; or

( ) to sell the Trust Property, and all estate, right, title, interest, claim or demand of the Grantor therein and thereto, and all rights of redemption thereof, at one or more sales, as an entirety or in parcels, with such elements of real or personal property, at such time and place and upon such terms as the Beneficiary may deem expedient or as may be required under applicable law, and in the event of a sale hereunder or under an applicable provision of law of less than all of the Trust Property, this Deed of Trust shall continue as a Lien on the remaining Trust Property;

( ) to institute a suit, action or proceeding for the specific performance of any of the provisions of this Deed of Trust; or

( ) to be entitled to the appointment of a receiver, supervisor, trustee, auditor, conservator or other custodian (a "Receiver") of the Trust Property, without notice to the Grantor, to the fullest extent permitted by law, as a matter of right and without regard to, or the necessity to disprove, the adequacy of the security for the Secured Obligations or the solvency of the Grantor or any other obligor, and the Grantor hereby, to the fullest extent permitted by applicable law, irrevocably waives such necessity and consents to such appointment, without notice, and appoints to be vested with the fullest powers permitted under applicable law, including to the extent permitted under applicable law those under clause (v) of this subsection (a); or

( ) to enter upon the Property, by the Trustee, the Beneficiary (or its agent or a Receiver (whichever is the Person exercising the rights under this clause)), and, to the extent permitted by applicable law, exclude the Grantor and its managers, employees, contractors, agents and other representatives therefrom in accordance with applicable law, without liability for trespass, damages or otherwise, and take possession of all other Trust Property and all books, records and accounts relating thereto, and upon demand the Grantor shall surrender possession of the Property, the other Trust Property and such books, records and accounts to the Person exercising the rights under this clause; and having and holding the same, the Person exercising the rights under this clause may use, operate, manage, preserve, control and otherwise deal therewith and conduct the business thereof, either personally or by its managers, employees,



contracts, agents or other representatives, without interference from the Grantor its managers, employees, contractors, agents and other representatives; and, upon each such entry and from time to time thereafter, at the expense of the Grantor, without interference by the Grantor its managers, employees, contractors, agents and other representatives, the Person exercising the rights under this clause may, as such Person deems expedient, (A) insure or reinsure the Property, (B) make all necessary or proper repairs, renewals, replacements, alterations, additions, Restorations, betterments and improvements to the Property and (C) in such Person's own name or, at the option of such Person, the Grantor's name, exercise all rights, powers and privileges of the Grantor with respect to the Trust Property and the Person exercising the rights under this clause shall not be liable to account for any action taken hereunder, other than for Rents actually received by such Person, and shall not be liable for any loss sustained by the Grantor resulting from any failure to let the Property or from any other act or omission of such Person, except to the extent such loss is caused by such Person's own gross negligence or willful misconduct; or

(iv) with or, to the fullest extent permitted by applicable law, without entry upon the Property, in the name of the Trustee, the Beneficiary or a Receiver as required by law (whichever is the Person exercising the rights under this clause) or, at such Person's option, in the name of the Grantor, to collect, receive, sue for and recover all Rents and proceeds derived from the Trust Property, and after deducting therefrom all reasonable costs, expenses and liabilities of every character incurred the Person exercising the rights under this clause in collecting the same and in using, operating, managing, preserving and controlling the Trust Property and otherwise in exercising the rights under clause (v) of this subsection (a) or any other rights hereunder, including all amounts necessary to pay Insurance Premiums and other reasonable costs, expenses and liabilities relating to the Property, as well as reasonable compensation for the services of such Person and its managers, employees, contractors, agents or other representatives, to apply the remainder as provided in Section 5; or

(v) to take any action with respect to any Trust Property permitted under the Local UCC; or

(vi) to take any other action, or pursue any other remedy or right, as the Trustee or the Beneficiary may have under applicable law, including the right of foreclosure through court action, and the Grantor does hereby grant the same to the Trustee or the Beneficiary (as the case may be).

(b) To the fullest extent permitted by applicable law,

each remedy or right hereunder shall be in addition to, and not exclusive or in limitation of, any other remedy or right hereunder, under another Loan Document or under applicable law;

every remedy or right hereunder, under any other Loan Document or under applicable law may be exercised concurrently or independently and whenever and as often as deemed appropriate by the Beneficiary;

(i) no failure to exercise or delay in exercising any remedy or right hereunder, under any other Loan Document or under applicable law shall be construed as a waiver of any Default, Event of Default or other occurrence hereunder or under any other Loan Document;

(ii) no waiver of, failure to exercise or delay in exercising any remedy or right hereunder, under any other Loan Document or under applicable law upon any Default, Event of Default or other occurrence hereunder or under any other Loan Document shall be construed as a waiver or otherwise limit the exercise of, such remedy or right upon any other subsequent Default, Event of Default or other or subsequent occurrence hereunder or under any other Loan Document;

(iii) no single or partial exercise of any remedy or right hereunder, under another Loan Document or under applicable law upon any Default, Event of Default or other occurrence hereunder or under any other Loan Document shall preclude or otherwise limit the exercise of any other remedy or right hereunder, under any other Loan Document or under applicable law upon such Default, Event of Default or occurrence or upon any other subsequent Default, Event of Default or other or subsequent occurrence hereunder or under any other Loan Document;

(iv) the acceptance by the Beneficiary, any other Agent or any Secured Party of any payment less than the amount of the Secured Obligation shall be deemed to be an acceptance on account only and shall not be construed as a waiver of any Default or Event of Default hereunder or under any other Loan Document with respect thereto; and

(v) the acceptance by the Beneficiary, any other Agent or any Secured Party of any payment of, or on account of, any Secured Obligation shall not be deemed to be a waiver of any Default or Event of Default or

other currence hereunder or under any other Loan Document with respect any other Secured Obligation.

(c) If the Trustee of the Beneficiary has proceeded to enforce any remedy or right hereunder or with respect hereto by foreclosure, sale, entry or otherwise, it is not to compromise, discontinue or abandon such proceeding for any reason without notice to the Grantor or any other Person (except any other Agent, the Lenders or any other Secured Parties to the extent required by the other Loan Documents); and if any such proceeding shall be discontinued, abandoned or determined adversely for any reason, the Grantor, the Trustee and the Beneficiary shall retain and be restored to their former positions and rights hereunder with respect to the Trust Property, subject to the Lien hereof except to the extent any such adverse determination specifically provides to the contrary.

(d) For the purpose of carrying out any provisions of Section 5.02(a)(v), 5.02(a)(vi), 5.05, 5.09 or 6.01 or any other provision hereunder authorizing the Beneficiary or any other Person to perform any action on behalf of the Grantor, the Grantor hereby irrevocably appoints the Trustee or the Beneficiary or a Receiver appointed pursuant to Section 5.02(a)(iv) or such other Person as the attorney-in-fact of the Grantor (with a power to substitute any other Person in its place as such attorney-in-fact) to act in the name of the Grantor or, at the option of the Person appointed to act under this subsection, in such Person's own name, to take the action authorized under Section 5.02(a)(v), 5.02(a)(vi), 5.05, 5.09 or 6.01 or such other provision, and to execute, acknowledge and deliver any document in connection therewith or to take any other action incidental thereto as the Person appointed to act under this subsection shall deem appropriate in its discretion; and the Grantor hereby irrevocably authorizes and directs any other Person to rely and act on behalf of the foregoing appointment and a certificate of the Person appointed to act under this subsection that such Person is authorized to act under this subsection.

SECTION 3. *Waivers by the Grantor.* To the fullest extent permitted under applicable law, the Grantor shall not assert, and hereby irrevocably waives, any right or defense the Grantor may have under any statute or rule of law or equity now or hereafter in effect relating to (a) appraisal, valuation, homestead exemption, extension, moratorium, stay, redemption, marshaling of the Trust Property or other assets of the Grantor, sale of the Trust Property in any order or notice of deficiency or intention to accelerate any Secured Obligation; (b) impairment of right of subrogation or reimbursement; (c) any requirement that at any time any action must be taken against any other Person, any portion of the Trust Property or other asset of the Grantor or any other Person; (d) any provision barring limiting the right of the Trustee or the Beneficiary to sell any Trust Property at any other sale of any other Trust Property or any other action against the Grantor or any other Person; (e) any provision barring or limiting the

recovery by the beneficiary of a deficiency after any sale of the Trust Property; (f) any other provision of applicable law which shall defeat, limit or adversely affect any right or remedy of the Trustee, the Beneficiary or any Secured Party under or with respect to this Deed of Trust or any other Collateral Document as it relates to any Trust Property; or (g) the right of the Trustee or the Beneficiary to foreclose this Deed of Trust in its own name on behalf of all of the Secured Parties by judicial action the real party in interest without the necessity of joining any Secured Party.

SECTION 04. *Jurisdiction and Process.* (a) To the extent permitted under applicable law, in any suit, action or proceeding arising out of or relating to this Deed of Trust or any other Collateral Document insofar and only insofar as it relates to any Trust Property, the Grantor (i) irrevocably consents to the non-exclusive jurisdiction of any state or federal court sitting in the State in which the Property is located and irrevocably waives any defense or objection which it may now or hereafter have to the jurisdiction of such court or the venue of such court or the convenience of such court as the forum for any such suit, action or proceeding; and (ii) irrevocably consents to the service of (A) any process in accordance with applicable law in any such suit, action or proceeding, or (B) any notice relating to any sale, or the exercise of any other remedy by the Trustee or the Beneficiary hereunder by mailing a copy of such process or notice by United States registered certified mail, postage prepaid, return receipt requested to the Grantor at its address specified in or pursuant to Section 7.03; such service to be effective in accordance with applicable law.

(b) Nothing in this Section shall affect the right of the Trustee or the Beneficiary to bring any suit, action or proceeding arising out of or relating to this Deed of Trust or any other Collateral Document in any court having jurisdiction under the provisions of any other Collateral Document or applicable law or to serve any process or notice of sale or other notice in any manner permitted by any other Collateral Document or applicable law.

SECTION 05. *Sales.* Except as otherwise provided herein, to the fullest extent permitted under applicable law, at the election of the Beneficiary, the following provisions shall apply to any sale of the Trust Property hereunder, whether made pursuant to the power of sale under Section 5.02 or under any applicable provision of law, any judicial proceeding or any judgment or decree of foreclosure or sale otherwise:

(a) The Trustee, the Beneficiary or the court officer (whichever is the Person conducting any sale) may conduct any number of sales from time to time. The power of sale hereunder or with respect hereto shall not be exhausted by any sale as to any part or parcel of the Trust Property which is not sold, unless and until the Secured obligations shall have been paid in full, and shall not be

exhausted or impaired by any sale which is not completed or is defective. Any sale may be as whole or in part or parcels and, as provided in Section 5.03, the Grantor has waived its right to direct the order in which the Trust Property or any part or parcel thereof is sold.

(b) A sale may be postponed or adjourned by public announcement at the time and place appointed for such sale or for such postponed or adjourned sale without further notice.

(c) At each sale, the Person conducting such sale shall execute and deliver to the purchaser or purchasers at such sale a good and sufficient instrument or instruments entitling, conveying, assigning, transferring and delivering all right, title and interest the Grantor in and to the Trust Property sold and shall receive the proceeds of such sale and apply the same as provided in Section 5.06. The Grantor hereby irrevocably appoints the Person conducting such sale as the attorney-in-fact of the Grantor (with full power to substitute any other Person in its place as such attorney-in-fact) to act in the name of the Grantor or, at the option of the Person conducting such sale, in such Person's own name, to make without warranty such Person any conveyance, assignment, transfer or delivery of the Trust Property sold, and to execute, acknowledge and deliver any instrument of conveyance, assignment, transfer or delivery or other document in connection therewith or to take any other action incidental thereto, as the Person conducting such sale shall deem appropriate in its discretion; and the Grantor hereby irrevocably authorizes and directs any other Person to rely and act upon the foregoing appointment and a certificate of the Person conducting such sale that such Person is authorized to act hereunder. Nevertheless, upon the request of such attorney-in-fact the Grantor shall promptly execute, acknowledge and deliver any document which such attorney-in-fact may require for the purpose of ratifying, confirming or effectuating the powers granted hereby or any such conveyance, assignment, transfer or delivery by such attorney-in-fact.

(d) Any statement of fact or other recital made in any instrument referred to in Section 5.03 given by the Person conducting any sale as to the nonpayment of a Secured Obligation, the occurrence of any Event of Default, the amount of the Secured Obligations due and payable, the request to the Trustee or the Beneficiary to sell, the notice of the time, place and terms of sale and of the Trust Property to be sold having been duly given, the refusal, failure or inability of the Trustee or the Beneficiary to act, the appointment of any substitute or successor agent, or any other act or thing having been duly done by the Grantor, the Trustee, the Beneficiary or any other such Person, shall be taken as conclusive and binding against other Persons as evidence of the truth of the facts so stated or recited.



(e) The receipt by the Person conducting any sale of the purchase money paid at such sale shall be sufficient discharge therefor to any purchaser of any Trust Property sold, and no such purchaser, or its representatives, grantees or assigns, after paying such purchase price and receiving such receipt, shall be bound to see the application of such purchase price or any part thereof upon or for any trust purpose of this Deed of Trust or the other Loan Documents, or, in any manner whatsoever, be answerable for any loss, misapplication or nonapplication of any such purchase money or be bound to inquire as to the authorization, necessity, expediency or regularity of such sale.

(f) Subject to mandatory provisions of applicable law, any sale shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Grantor in and to the Trust Property sold, and shall be a perpetual bar both at law and in equity against the Grantor and against all Persons claiming such Trust Property or any interest therein by, through or under the Grantor.

(g) Any sale, the Beneficiary may bid for and acquire the Trust Property sold and in lieu of paying cash therefor, may make settlement for the purchase price by crediting or causing the Secured Parties to credit against the Secured Obligations, including the expenses of the sale and the cost of any enforcement proceeding hereunder, the amount of the bid made therefor to the extent necessary to satisfy such bid.

(h) If the Grantor or any Person claiming by, through or under the Grantor shall refuse or fail to surrender possession of the Trust Property, after the exercise by the Trustee or the Beneficiary of the remedies under Section 5.02(a)(v) or at any sale of the Trust Property pursuant hereto, then the Grantor or such Person shall be deemed a tenant at sufferance of the purchaser at such sale, subject to eviction by means of summary process for possession of land, or subject to any other right or remedy available hereunder or under applicable law.

(i) Upon any sale, it shall not be necessary for the Person conducting such sale to have any Trust Property being sold present or constructively in its possession.

(j) If a sale hereunder shall be commenced by the Trustee or the Beneficiary, the Trustee or the Beneficiary may at any time before the sale abandon the sale and may institute suit for the collection of the Secured Obligations or for the foreclosure of this Deed of Trust; or if the Trustee or the Beneficiary shall institute a suit for collection of the Secured Obligations or the foreclosure of this Deed of Trust, the Trustee or the Beneficiary may at any time before the entry of final judgment in said suit dismiss the same and sell the Trust Property in accordance with the provisions of this Deed of Trust.



SECTION 5.06. *Proceeds.* (a) If an Event of Default shall have occurred and be continuing, the Beneficiary may apply the proceeds of any sale or other disposition of or any part of the Trust Property, in the following order of priorities:

*first,* to pay the reasonable expenses of such sale or other disposition, including reasonable compensation to agents of and counsel for the beneficiary, and all expenses, liabilities and advances incurred or made by the Beneficiary in connection with the Collateral Documents, and any other amounts then due and payable to the Beneficiary pursuant to Section 10.03 of the Credit Agreement;

*second,* to pay the unpaid principal of the Secured Obligations ratably (or provide for the payment thereof pursuant to Section 5.06(b)), until payment in full of the principal of all Secured Obligations shall have been made (or so provided for);

*third,* to pay ratably all interest (including Post-Petition Interest) on the Secured Obligations and all facility and other fees payable under the Credit Agreement, until payment in full of all such interest and fees shall have been made;

*fourth,* to pay all other Secured Obligations ratably (or provide for the payment thereof pursuant to Section 5.06(b)), until payment in full of all such other Secured Obligations shall have been made (or so provided for); and

*finally,* to pay to the Grantor, or as a court of competent jurisdiction may direct any surplus then remaining from the proceeds of the Trust Property owned by it;

*provided* that with respect to any asset constituting "Trust Property" and subject to a Lien permitted under clause (v) of Section 6.02(a) of the Credit Agreement, which Lien attached and was perfected prior to the time such asset became "Trust Property", such Trust Property and any Proceeds thereof shall be applied, to the extent required by the agreements governing such Lien, to repay the Indebtedness secured by such Lien, prior to any application thereof in accordance with this subsection (a). The Beneficiary may make such distributions hereunder in cash or in kind or, on a pro rata basis, in any combination thereof.

(b) If at any time any portion of any monies collected or received by the Beneficiary would but for the provisions of this Section 5.06(b), be payable

pursuant to Section 5.06(a) in respect of a Contingent Secured Obligation, the Beneficiary shall not apply any monies to pay such Contingent Secured Obligation but instead shall request the holder thereof, at least 10 days before each proposed distribution hereunder, to notify the Beneficiary as to the maximum amount of such Contingent Secured Obligation if then ascertainable (e.g., in the case of a letter of credit, the maximum amount available for subsequent drawings thereunder). If the holder of such Contingent Secured Obligation does not notify the Beneficiary the maximum ascertainable amount thereof at least two Business Days before such distribution, such holder will not be entitled to share in such distribution. If such holder does so notify the Beneficiary as to the maximum ascertainable amount thereof, the Beneficiary will allocate to such holder a portion of the monies to be distributed in such distribution, calculated as if such Contingent Secured Obligation were outstanding in such maximum ascertainable amount. However, the Beneficiary will not apply such portion of such monies to pay such Contingent Secured Obligation, but instead will hold such monies or vest such monies in Cash Equivalent Investments. All such monies and Cash Equivalent Investments and all proceeds thereof will constitute Trust Property hereunder, but will be subject to distribution in accordance with this Section 5.06(b) rather than Section 5.06(a). The Beneficiary will hold all such monies and Cash Equivalent Investments and the net proceeds thereof in trust until all or part of such Contingent Secured Obligation becomes a Non-Contingent Secured Obligation, whereupon the Beneficiary at the request of the relevant Secured Party will apply the amount so held in trust to pay such Non-Contingent Secured Obligation; *provided that*, if the other Secured Obligations then due and payable pursuant to the same clause of Section 5.06(a) (i.e., clause *second through*) were not paid in full, the Beneficiary will apply the amount so held in trust to pay the same percentage of such Non-Contingent Secured Obligation as the percentage of such other Secured Obligations theretofore paid pursuant to the same clause of Section 5.06(a). If (i) the holder of such Contingent Secured Obligation shall advise the Beneficiary that no portion thereof remains in the category of a Contingent Secured Obligation and (ii) the Beneficiary still holds any amount held in trust pursuant to this Section 5.06(b) in respect of such Contingent Secured Obligation (after paying all amounts payable pursuant to the preceding sentence with respect to any portions thereof that became Non-Contingent Secured Obligations), such remaining amount will be applied by the Beneficiary in the order of priorities set forth in Section 5.06(a).

(c) In making the payments and allocations required by this Section, the Beneficiary may rely upon information supplied to it pursuant to Section 16(e) of the Security Agreement. All distributions made by the Beneficiary pursuant to this Section shall be final (except in the event of manifest error) and the Beneficiary shall have no duty to inquire as to the application by any Secured Party of any amount distributed to it.

SECTION 07. *Dealing with the Trust Property.* Subject to Section 7.02, the Beneficiary shall have the right to release any portion of the Trust Property, or grant or consent to the granting of any Lien affecting any portion of the Trust Property, to or at the request of the Grantor, for such consideration as the Beneficiary may require without, as to the remainder of the Trust Property, in any way impairing affecting the Lien or priority of this Deed of Trust, or improving the position of a subordinate lienholder with respect thereto, or the position of any guarantor, cosigner, co-maker or other obligor of the Secured Obligations, except to the extent that the Secured Obligations shall have been reduced by any actual monetary consideration received for such release and applied to the Secured Obligations, and may accept by assignment, pledge or otherwise any other property in place thereof as the Beneficiary may require without being accountable therefor to any other lienholder.

SECTION 08. *Right to Inspect.* The Beneficiary and the representatives of the Beneficiary shall have the right, upon being instructed to do so by the Required Lender (a) without notice, when an Event of Default has occurred and is continuing, (with simultaneous notice, if any payment or performance is necessary in the reasonable opinion of the Beneficiary to preserve the Beneficiary's rights under this Deed of Trust or with respect to the Trust Property, or (c) after reasonable notice, in all other cases, to enter upon the Property at reasonable times and with reasonable frequency, to inspect the Trust Property or, subject to the provisions hereof, to exercise any right, power or remedy of the Beneficiary hereunder, *provided* that any Person so entering the Property shall not unreasonably interfere with the ordinary conduct of the Grantor's business, and *provided further* that no such entry on the Property, for the purpose of performing obligations under section 5.09 or for any other purpose, shall be construed to be (i) possession of the Property by such Person or to constitute such Person as a beneficiary in possession, unless such Person exercises its right to take possession of the Property under Section 5.02(a)(v), or (ii) a cure of any Default or waiver of any Default or Secured Obligation. The expense of any inspection pursuant to clause (c) above shall be borne by the Beneficiary unless an Event of Default shall have occurred and be continuing at the time of such inspection, in which case the Grantor shall prior reimburse the Beneficiary for, such expense.

SECTION 09. *Right to Perform Obligations.* If the Grantor fails to pay or perform any obligation of the Grantor hereunder, after the expiration of any applicable grace period the Beneficiary and the representatives of the Beneficiary shall have the right, upon being instructed to do so by the Required Lenders at any time, to pay or perform such obligation (a) without notice, when an Event of Default has occurred and is continuing, (b) with simultaneous notice, if such payment or performance is necessary in the opinion of the Beneficiary to preserve the Beneficiary's rights under this Deed of Trust or with respect to the Trust Property, or (c) on notice given reasonably in advance to allow the Grantor an

opportunity to perform such obligation, *provided* that the Grantor is not contesting payment or performance in accordance with the terms hereof and *further provided* that no such payment or performance shall be construed to be a cure of any Default or waiver of any Default or Secured Obligation. The Grantor shall reimburse the Beneficiary on demand for the reasonable costs of performing any such obligations and any amounts not paid on demand shall bear interest, payable on demand, for each day until paid at the Post-Default Rate for such day.

SECTION 10. *Concerning the Beneficiary.* (a) The provisions of Section 16 of the Security Agreement shall inure to the benefit of the Beneficiary in respect of this Deed of Trust and shall be binding upon the parties to the Credit Agreement and other Loan Documents in such respect. In furtherance and not in derogation of the rights, privileges and immunities of the Beneficiary therein set forth:

The Beneficiary is authorized to take all such action as is provided be taken by it as Beneficiary hereunder and all other action incidental thereto. As to any matters not expressly provided for herein (including the timing and methods of realization upon the Trust Property) the Beneficiary shall act or refrain from acting in accordance with written instruction from the Required Lenders or, in the absence of such instruction, in accordance with its discretion.

(c) The Beneficiary shall not be responsible for the existence, genuineness or value of any of the Trust Property or for the validity, perfection, priority or enforceability of the Lien of this Deed of Trust on any of the Trust Property, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder. The Beneficiary shall have the right, but shall have no duty, to ascertain or inquire as to the performance or observance of any of the terms of this Deed of Trust by the Grantor.

(b) At any time or times, in order to comply with any legal requirement in any jurisdiction the Beneficiary may appoint another bank or trust company or one or more other persons, either to act as co-agent or co-agents, jointly with the Beneficiary, or act as separate agent or agents on behalf of the Lenders or the other Secured Parties with such power and authority as may be necessary for the effectual operation of the provisions hereof and may be specified in the instrument of appointment (which may, in the discretion of the Beneficiary, include provisions for the protection of such co-agent or separate agent similar to the provisions of this Section 5.10). References to the Beneficiary in Section 5.11 shall be deemed to include any co-agent or separate agent appointed pursuant to this Section 5.10.

SECTION 11. *Expenses.* The Grantor agrees that it will forthwith on demand pay to Beneficiary (i) the amount of any taxes which the Beneficiary may have been required to pay in order to free any of the Trust Property from any Lien thereon (or than Permitted Liens), (ii) the amount of any and all out-of-pocket expenses including the fees and disbursements of counsel and of any other experts, which Beneficiary may reasonably incur in connection with preserving the use of the Trust Property and the validity, perfection, rank or value of the Lien of this Deed of Trust and (iii) the amount of any and all out-of-pocket expenses including the fees and disbursements of counsel and of any other experts, which Beneficiary may reasonably incur in connection with the collection, sale or other disposition of any of the Trust Property.

## ARTICLE 6

### SECURITY AGREEMENT AND FIXTURE FILING

SECTION 01. *Security Agreement.* To the extent that the Trust Property constitutes or includes goods or items of personal property which are or are to become fixtures under applicable law, the Grantor hereby grants to the Beneficiary a security interest therein and this Deed of Trust shall also be construed as a pledge and a security agreement under the Local UCC; and, when an Event of Default has occurred and is continuing, the Beneficiary shall be entitled, subject Article 7 of the Credit Agreement, to exercise with respect to such personal property all remedies available under the Local UCC and all other remedies available under applicable law.

SECTION 02. *Fixture Filing.* To the extent that the Trust Property includes goods or items of personal property which are or are to become fixtures under applicable law, and to the fullest extent permitted under applicable law, the filing of this Deed of Trust in the real estate records of the city or county in which the Trust Property is located shall also operate from the time of filing as a fixture filing with respect to such Trust Property, and the following information is applicable for the purpose of such fixture filing, to wit:

(a) Name and address of the debtors:

Williams Communications, LLC  
c/o Williams Communications Group, Inc.  
One Williams Center  
Tulsa, Oklahoma, 74172



(b) Name and address of the secured party:

Bank of America, N.A., as Administrative Agent  
901 Main Street, 14<sup>th</sup> Floor  
Dallas, Texas, 75202

(c) This instrument covers goods or items of personal property which are or are to become fixtures upon the Property.

(d) The name of the record owner of the real estate on which such fixtures are or are to be located is Williams Communications, LLC.

## ARTICLE 7 MISCELLANEOUS

SECTION 01. *Future Advances.* The Secured Obligations secured by this Deed of Trust include obligations of a revolving nature which are advanced, paid and readvanced from time to time. Each of the security interests of the Beneficiary hereunder and the priority of the Lien of this Deed of Trust will remain in full force and effect with respect to all of the Secured Obligations and the Lien of this Deed of Trust will not be extinguished until this Deed of Trust has been terminated pursuant to Section 7.02.

SECTION 02. *Release of Trust Property.* (a) This Deed of Trust shall cease, terminate and thereafter be of no further force or effect when all the Release Conditions are satisfied.

(b) At any time and from time to time, the Beneficiary shall promptly release all or any part of the Trust Property from the Lien of this Deed of Trust in connection with the sale of any Trust Property which is a Permitted Disposition that is consummated in accordance with the terms of the Credit Agreement to a Person other than Borrower, Holdings or one of its Subsidiaries (each, a "**Permitted Sale**" so long as no Default shall have occurred and then be continuing. Such disposition shall not require the consent of any Secured Party, and the Beneficiary and any third party shall be fully protected in relying on a certificate of the Lender as conclusive proof that (i) any particular sale of assets is a Permitted Sale, and (ii) no Default shall have occurred and then be continuing.

(c) At any time and from time to time, the Beneficiary may release all or any part of the Trust Property from the Lien of this Deed of Trust with the prior consent of the Secured Lenders (or, solely if all or such part of the Trust Property



constitutes all substantially all of the "Collateral" under all of the Collateral Documents then in effect, all the Lenders).

(d) On any such termination of this Deed of Trust or release of all or any part of the Property, the Beneficiary, at the expense of the Grantor, shall promptly execute, acknowledge and deliver to the Grantor such documents, without warranty, as the Grantor shall reasonably request to evidence the release of the Trust Property or termination of this Deed of Trust, as the case may be.

SECTION 03. *Notices.* All notices, approvals, requests, demands and other communications hereunder shall be given in accordance with Section 19 of the Security Agreement.

SECTION 04. *Amendments in Writing.* No provision of this Deed of Trust shall be modified, waived or terminated, and no consent to any departure by the Grantor from any provision of this Deed of Trust shall be effective, unless the same shall be by instrument in writing, signed by the Grantor and the Beneficiary in accordance with Section 10.02 of the Credit Agreement with the consent of the required Lenders (or, solely if such modification, waiver or termination (other than any such termination effected by operation of Section 7.02(a) or 7.02) constitutes a release of all or substantially all of the "Collateral" under all of the Collateral Documents then in effect, all the Lenders). Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 05. *Severability.* All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate applicable law, and all the provisions of this Deed of Trust are intended to be subject to all mandatory provisions of applicable law and to be limited to the extent necessary so that they will not render this Deed of Trust illegal, invalid, unenforceable or not entitled to be recorded, registered or filed under applicable law. If any provision of this Deed of Trust or the application thereof to any Person or circumstance shall, to any extent, be illegal, invalid or unenforceable, cause this Deed of Trust not to be entitled to be recorded, registered or filed, the remaining provisions of this Deed of Trust or the application of such provision to other Persons or circumstances shall not be affected thereby, and each provision of this Deed of Trust shall be valid and be enforced to the fullest extent permitted under applicable law.

SECTION 06. *Binding Effect.* (a) The provisions of this Deed of Trust shall be binding on and inure to the benefit of each of the parties hereto and their respective successors and assigns.

(b) To the fullest extent permitted under applicable law, the provisions of this Deed of Trust binding upon the Grantor shall be deemed to be covenants which run with the land.

(c) Nothing in this Section shall be construed to permit the Grantor to Transfer or grant Lien upon the Trust Property contrary to the provisions of the Credit Agreement.

**SECTION 07. *Governing Law.* THIS DEED OF TRUST SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAW PRINCIPLES.**

**SECTION 08. *Local Law Provisions.* THE PROVISIONS SET FORTH IN APPENDIX A HERETO ARE INCORPORATED HEREIN BY REFERENCE IF FULLY SET FORTH HEREIN AND NOT IN AN APPENDIX. IN THE EVENT OF ANY INCONSISTENCIES BETWEEN THE TERMS AND PROVISIONS OF THIS DEED OF TRUST AND THE TERMS AND PROVISIONS OF APPENDIX A, THE TERMS AND PROVISIONS OF APPENDIX A SHALL GOVERN AND CONTROL.**

**SECTION 09. *Trustee.* The Grantor hereby irrevocably appoints the Trustee to act in that capacity hereunder and the Trustee hereby accepts such appointment. The Grantor hereby irrevocably ratifies and confirms all acts which the Trustee shall lawfully take in accordance with the provisions hereof.**

(a) The Trustee may, at its option, resign as trustee hereunder by notice given to the Beneficiary, and such resignation shall be effective on the earlier to occur of (i) the date which is 30 days after the date on which the Trustee gives such notice to the Beneficiary or (ii) the date on which a successor trustee is appointed by the Beneficiary and accepts such appointment.

(b) The Beneficiary may, at its option, with or without cause or notice, remove the Trustee, appoint a successor trustee, or appoint an additional trustee or trustees (including a separate trustee for each jurisdiction in which the Trust Property is located) hereunder by an instrument in writing executed and acknowledged by the Beneficiary and accepted by such successor or additional trustee and recorded, registered or filed in the real estate records of the jurisdiction in which the Trust Property affected by such instrument is located; and, thereupon, without further deed or conveyance, such substitute or additional trustee shall be fully vested with all estate, right, title and interest of its predecessor or co-trustee in, to, under or derived from the Trust Property and all rights, powers, privileges and obligations of such predecessor or co-trustee, with the same effect as if such successor or additional trustee had originally been named as trustee or

co-trustee heretofore. The execution, acknowledgment and recording, registration or filing of such instrument shall be conclusive evidence against the Grantor and all other Persons of the proper removal of the Trustee and substitution or addition of the successor or additional trustee; and, if the Beneficiary or such successor or additional trustee is a corporation, the execution and acknowledgment by an officer of such corporation shall be conclusive evidence against all other persons of the due authorization, execution and delivery thereof by such corporation.

(c) Notwithstanding anything herein to the contrary, the Trustee shall not exercise or waive the exercise of any of its rights, powers or remedies hereunder or otherwise act or refrain from acting hereunder unless directed to do so by the Beneficiary, and the Trustee shall exercise or waive the exercise of any of its rights, powers or remedies hereunder and otherwise act or refrain from acting when and in the manner directed by the Beneficiary, provided that the Trustee (i) shall not be required to follow any direction of the Beneficiary if the Trustee has been advised by counsel that such action would violate applicable law, (ii) shall not be required to expend or risk its own funds or otherwise incur any financial liability in connection with such action if it has grounds for believing that payment of such funds or adequate indemnity against such risk or liability is not assured to it, and (iii) shall be entitled to exercise its rights under subsection (e) of this Section without such direction by the Beneficiary.

(d) The Trustee shall be entitled to receive, and the Grantor shall pay, reasonable and customary compensation to the Trustee for its services rendered hereunder after Default and reimbursement to the Trustee for its expenses (including attorneys' fees and expenses) in connection herewith or the exercise of any right, power or remedy hereunder.

(e) The Trustee shall not be liable with respect to any act taken or omitted by it in good faith in accordance with any direction of the Beneficiary. Except for willful misconduct or gross negligence, the Trustee shall not be liable (i) in acting upon any direction, demand, request, notice, statement or other document believed by it in good faith to be genuine and delivered by the Person empowered to do, (ii) for any error in judgment or mistake of fact or law made in good faith, or (iii) for any action taken or omitted by it in accordance with the provisions of this deed of Trust. The Trustee shall not be responsible to see to the recording, registration or filing of this Deed of Trust or any financing statement relating hereto in any jurisdiction or for the payment of any fees, charges or taxes in connection therewith. No co-trustee hereunder shall be liable for any act or omission of any other co-trustee.

(f) All moneys received by the Trustee hereunder (other than amounts payable to the Trustee pursuant to subsection (d) of this Section) shall be held by

the Trustee in st for the purposes for which such moneys were received; and, except as provd herein or under mandatory provisions of applicable law, the Trustee need nsegregate such moneys from any other moneys and shall have no liability to pay rest thereon, except such interest as it may actually earn thereon.

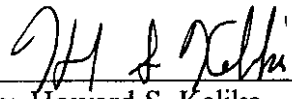
**[The remainder of this page has been intentionally left blank.]**

IN WITNESS WHEREOF, this Deed of Trust has been executed by the Grantor as of they first set forth above.

**Grantor:**

WILLIAMS COMMUNICATIONS, LLC

By:

  
Name: Howard S. Kalika  
Title: Vice President and Treasurer

(NY) 02826/048/MORTG/IGPGS/Nevada.wpd

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STATE OF OKLAHOMA )  
 ) ss  
COUNTY OF TULSA )

On this 6 day of Dec 2001, before me, the undersigned notary public, personally appear Howard S. Kalika, personally known and acknowledged him/herself to me be the Vice President and Treasurer of Williams Communication, LLC, a Delaware limited liability company, and that as such officer, being duly authorized to do so has executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the trust by him/herself in his/her authorized capacity as such officer as his/her own and voluntary act and deed of said trust.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

Linda J. Potts  
Notary Public  
My Commission Expires 8-8-04

Local Law Provisions  
(Nevada)

Pursuant Section 7.08 of this Deed, this Appendix and the following terms and conditions are hereby attached to, incorporated into and made a part of this instrument.

1. Without limiting Article 5, if an Event of Default shall occur and be continuing, the beneficiary may, subject to NRS 107.080, declare all sums secured hereby immediately due by delivery to Trustee of a written notice of breach and elect to sell (which notice Trustee shall cause to be recorded and mailed as required by law).
2. Where not inconsistent with any other provisions of this Deed of Trust, the following covenants, Nos. 1; 2 (full replacement value), 3; 4 (Default Interest Rate); 5; 7 (a reasonable percentage); 8; and 9 of NRS 107.030 are hereby adopted and made part of this Deed of Trust.
3. After three (3) months shall have elapsed following recordation of any such notice of breach, Trustee shall sell the Trust Property subject hereto at such time and at such place in the State of Nevada as Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of sale as then required by law. In the conduct of any such sale Trustee may act itself or through any auctioneer, agent or attorney. The place of sale may be either the county in which the Trust Property to be sold, or any part thereof, is situated or at an office of the Trustee located in the State of Nevada.

Upon the request of the Beneficiary or if required by law Trustee shall postpone sale of all or any portion of said Trust Property or interest therein by public announcement at the time fixed by said notice of sale, and shall hereafter postpone said sale from time to time by public announcement at the time previously appointed.

( At the time of sale so fixed, Trustee shall sell the Trust Property advertised or any part thereof or interest therein either as a whole or separate parcels, as the Beneficiary may determine in its sole and absolute discretion, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such

purchase deed or deeds or other appropriate instruments conveying the Trust Property so sold, but without covenant or warranty, express or implied. The Beneficiary and Trustee may bid and purchase at such sale. To the extent of the indebtedness secured hereby, the Beneficiary need not bid for or at any sale of all or any portion of the Trust Property pursuant hereto, and the amount of any successful bid by the Beneficiary shall be applied in reduction of said indebtedness. The Grantor hereby agrees, if it is then in possession, to surrender, immediately and without demand, possession of said Trust Property to any purchaser.

4. The Beneficiary, from time to time before Trustee's sale, may rescind any notice of breach and election to sell by executing, delivering and causing Trustee to record a written notice of such rescission. The exercise by the Beneficiary of its right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of the Beneficiary to execute and deliver to Trustee, as above provided, other notices of breach and election to sell, nor otherwise affect any term, covenant or condition hereof or under any obligation secured hereby, or any of the rights, obligations or remedies of the parties thereunder.

5. This Deed of Trust is to be governed by NRS 106.300 – 106.400. This Deed of Trust secures all future advances. The maximum principal amount to be secured is \$1,000,000,000.

6. Waiver of Jury Trial. THE GRANTOR AND THE BENEFICIARY EXPRESSLY AND VOLUNTARILY WAIVE ANY AND ALL RIGHTS, WHETHER ARISING UNDER THE UNITED STATES OR ANY STATE CONSTITUTION, ANY RULES OF CIVIL PROCEDURE, COMMON LAW OR OTHERWISE, TO DEMAND A TRIAL BY JURY IN ANY ACTION, LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON, OR ARISING OUT OF, THIS DEED OF TRUST OR THE OTHER LOAN DOCUMENTS, ANY AGREEMENT ARISING UNDER OR RELATING TO THIS DEED OF TRUST, ANY TRUST PROPERTY SECURING THE SECURED OBLIGATION OR THE DEALINGS OR RELATIONSHIPS BETWEEN THE GRANTOR AND THE BENEFICIARY. NEITHER THE GRANTOR NOR THE BENEFICIARY, INCLUDING ANY ASSIGNEE OR SUCCESSOR OF THE GRANTOR OR THE BENEFICIARY, SHALL SEEK A JURY TRIAL IN ANY SUCH ACTION. NEITHER THE GRANTOR NOR THE BENEFICIARY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION WHEN A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS EITHER THE GRANTOR NOR THE BENEFICIARY HAS

IN ANY WAY REED WITH OR REPRESENTED TO THE OTHER THAT  
THE PROVISKS OF THIS PARAGRAPH WILL NOT BE FULLY  
ENFORCED INLL INSTANCES.

(NY) 02826/048/MORTG/LOCAL.LAW.APPENDIX/nevada.wpd

## EXHIBIT A

### Easement Agreements

THIS DEED OF TRUST DOES NOT ENCUMBER OR AFFECT  
THE INTEREST OF THE GRANTOR OF ANY EASEMENT AGREEMENT  
OR THE TITLE OF THE SERVIENT ESTATE.

See Attached.

(NY) 02826/048/MORTGAGE.easement.only.dot.wpd

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Eureka County, Nevada				
Exhibit A				
No.	Tract Number	Grantor	Recording Date	Recording Information
1	NV-EU-018.1	Elko Lark Livestock Company	10/21/99	Instrument No. 173131, B330, P151
2	NV-EU-001.1 NV-EU-003 NV-EU-005 NV-EU-007 NV-EU-009	Nevada Id & Resources Co., LLC	9/30/99	Instrument No. 173040, B329, P558

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OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
*First American Title Co*  
02 FEB 11 PM 1:52  
EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. 177746  
FEES 50<sup>00</sup>