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DRAFTED BY AND WHEN RECORDED, RETURN TO:
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AND COHN LLP
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Attn: John M. Breza, Esq.

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GARY W. OTT
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DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING is made as of the 12 day of September, 2002 by WB Equities IV LLC, a Delaware limited liability company, whose address is 14 Monterey Drive, Manhasset Hills, New York 11040-1030 ("Grantor"), to First American Title Insurance Agency, Inc., a Utah corporation, whose address is 330 East 400 South, Suite 250, Salt Lake City, UT 84111 ("Trustee"), for the benefit of ROYAL INDEMNITY COMPANY, a Delaware corporation, whose address is c/o Royal Investment Management Company, 9300 Arrowpoint Boulevard, Charlotte, North Carolina 28273-8135, its successors and assigns ("Beneficiary").

WITNESSETH:

That, to secure the payment of all of the following indebtedness and liabilities of Grantor to Beneficiary, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, howsoever evidenced (herein collectively called the "Secured Indebtedness"), namely, (i) the repayment of all sums borrowed by Grantor pursuant to the loan commitment identified in Section 41 below (the "Loan Commitment") in the principal amount of \$1,625,629.00, and evidenced by that certain Promissory Note of even date herewith (together with any and all renewals, amendments, modifications, replacements and extensions thereof, the "Note") and any other notes issued to evidence such borrowings, including any and all renewals, amendments, modifications, replacements and extensions thereof (the "Notes"), (ii) the performance of the covenants contained herein, in the Loan Commitment and/or in the Notes and any monies expended by Beneficiary in connection therewith, and (iii) the payment of all obligations and performance of all covenants of Grantor under any other loan documents, agreements or instruments between Grantor and Trustee and/or Beneficiary given in connection with or related to this Deed of Trust, the Loan Commitment or the Notes (all of the documents, agreements and instruments between Grantor and Trustee and/or Beneficiary evidencing or securing the repayment of, or otherwise pertaining to, the Secured Indebtedness being herein collectively called the "Loan Documents"), Grantor does hereby MORTGAGE, WARRANT, GRANT, BARGAIN, SELL, ASSIGN, TRANSFER, CONVEY, ALIEN, SET OVER AND CONFIRM unto Trustee, and to its successors and assigns, with general warranty, power of sale and right of entry and possession, in trust for the benefit of Beneficiary, and its successors and assigns, the lands, premises and properties described in Exhibit "A" annexed hereto (herein

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called the "secured premises"), including any additional rights in the secured premises or which benefit the secured premises which Grantor may hereafter acquire.

TOGETHER with all easements, rights-of-way, licenses and privileges, thereunto belonging or in anyway appertaining, including without limitation all of Grantor's right, title and interest, in and to those easements, rights-of-way, licenses and privileges described in Exhibit "B" which is annexed hereto and made a part hereof.

TOGETHER with all of Beneficiary's right, title and interest in the buildings, improvements and fixtures now or hereafter situated upon the secured premises or any part thereof.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining, and the reversion or reversions, remainder and remainders thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of Grantor, of, in and to the same and of, in and to every part and parcel thereof.

TOGETHER with all the rents, issues and profits thereof under present or future leases, subleases or otherwise, which are hereby specifically pledged, assigned, transferred and set over to Beneficiary.

TOGETHER with all right, title and interest of Grantor, if any, in and to the land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the secured premises.

TOGETHER with all machinery, apparatus, equipment, fittings, fixtures, and articles of personal property of every kind and nature whatsoever, other than consumable goods, now or hereafter located in or upon the secured premises or any part thereof and used or useable in connection with any present or future operation of the secured premises or any building or buildings now or thereafter on the secured premises and now owned or hereafter acquired by Grantor (all of which is herein called "equipment"), including, but without limiting the generality of the foregoing, all lighting, heating, cooling, ventilating, air-conditioning, incinerating, refrigerating, plumbing, sprinkling, communicating and electrical systems, and the machinery, appliances, fixtures and equipment pertaining thereto, and all of the right, title and interest of Grantor in and to any equipment which may be subject to any title retention or security agreement superior to this Deed of Trust. It is understood and agreed that all equipment is part and parcel of the secured premises and appropriated to the use of said real estate and, whether affixed or annexed or not, shall for the purposes of this Deed of Trust, unless Beneficiary shall otherwise elect, be deemed conclusively to be real estate and conveyed hereby.

TOGETHER with any and all awards or payments, including interest thereon, and the right to receive the same, which may be made to Grantor with respect to the secured premises as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, (c) any loss of or damage to any building or other improvement on the secured premises, (d) any other injury to or decrease in the value of the secured premises, (e) any refund due on account of the payment of real estate taxes, assessments or other charges levied against or

imposed upon the secured premises, or (f) the proceeds of any insurance policy paid or payable to Grantor covering any loss or otherwise relating to the secured premises whether or not such policy is required by the terms of this Deed of Trust to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Beneficiary, and of the reasonable counsel fees, costs and disbursements incurred by Beneficiary in connection with the collection of such award or payment. Grantor agrees to execute and deliver, from time to time, such further instruments as may be reasonably requested by Beneficiary to confirm such assignment for the benefit of Beneficiary of any such award or payment.

TOGETHER with all of Grantor's rights, title and interest in, to and under all present and future land contracts, sales agreements and/or option agreements relating to the secured premises or any portion thereof and Grantor's rights under all construction contracts and all plans and specifications relating to the secured premises.

TOGETHER with all of Grantor's rights, title and interest in, to and under all present and future permits, licenses, authorizations, franchises, liquor licenses, management agreements, all books and records, general intangibles, accounts and contract rights used or intended to be used in connection with the ownership or operation of the secured premises or any portion thereof, and all names, trade names, trademarks, logos and material used to advertise the secured premises.

The security interest created herein covers all property of the same character as that covered by this Deed of Trust, as stated hereinabove, which Grantor may hereafter acquire at any time until the termination of the security interest created herein, together with all parts, fittings, accessories, equipment, renewals and replacements of all or any part thereof and other goods of the same class, whether now owned or hereafter acquired by Grantor.

Notwithstanding any of the foregoing, the Secured Indebtedness shall not include the obligations of Grantor under the Guaranty and Indemnification Agreement of even date made by Grantor in favor of Beneficiary. Grantor agrees that if Beneficiary becomes the owner of or acquires an interest in or rights to the secured premises by foreclosure or by a conveyance in lieu of foreclosure of this Deed of Trust or any other instruments securing the Loan, or by any other means, the indemnification and other obligations of Grantor under such Guaranty and Indemnification Agreement shall survive such foreclosure or conveyance in lieu of foreclosure or other acquisition of the secured premises.

TO HAVE AND TO HOLD the secured premises, and each and every part thereof, for the benefit of Beneficiary until the full and final payment of the Secured Indebtedness, Grantor binding itself and its successors and assigns not to sell, alienate or encumber the same to the prejudice of these presents. Any reference herein to the "secured premises" shall, unless the context shall require otherwise, be deemed to include and apply to the above described land and said buildings, improvements, equipment, rents, issues, profits, leases, easements, tenements, hereditaments and appurtenances and all other rights, privileges and interests therein above or hereinafter described.

SUBJECT only to those matters set forth in Exhibit "B", if any (the "Permitted Exceptions to Title").

AND, Grantor does hereby covenant and warrant as follows:

1. Payment of Secured Indebtedness; Performance of Agreements. Grantor shall pay, or cause to be paid, the principal of and interest on the Secured Indebtedness according to the terms thereof, and will keep and perform all the covenants, promises and agreements in (a) the Loan Commitment, the Notes or any other promissory note or notes at any time hereafter issued to evidence the Secured Indebtedness, (b) this Deed of Trust, and (c) the Loan Documents, all in the manner herein or therein set forth. The Notes provide for the payment, to the extent permitted by law, of a reasonable attorneys' fee in addition to the amount of the principal and interest due thereon, when collected, if it be placed in the hands of an attorney for collection, and contains a waiver of demand, presentment, protest, and notice of dishonor, as well as a provision consenting to extension without notice after maturity.

2. Covenants of Title. Grantor has good and indefeasible title to the entire secured premises in fee simple and with good right and full power to sell, mortgage and convey the same; and the secured premises is free and clear of easements, restrictions, liens, leases and encumbrances, except the Permitted Exceptions to Title; and Grantor will warrant and defend the secured premises against all lawful claims and demands whatsoever and the lien created hereby is and will be kept as a first lien upon the secured premises and every part thereof subject only to the Permitted Exceptions to Title. Beneficiary shall have the right, at its option and at such time or times as it, in its sole and reasonable discretion, shall deem reasonably necessary to take whatever action it may deem necessary to defend or uphold the lien of this Deed of Trust or otherwise enforce any of the rights of Beneficiary hereunder or any obligation secured hereby, including without limitation, the right to institute appropriate legal proceedings for such purposes.

3. Payment of Taxes, Assessments and Charges. Grantor shall pay or cause to be paid when due, and before any interest, collection fees or penalties shall accrue, all real estate taxes, special assessments, water and sewer charges or other governmental charges and impositions levied or assessed with respect to the secured premises or any part thereof. Should Grantor fail to pay or cause to be paid such taxes, special assessments, water and sewer charges or other governmental charges or impositions, Beneficiary may, at its option, pay the same for the account of Grantor.

4. Reserves for Taxes. Upon and after the occurrence of an Event of Default (as hereinafter defined) Grantor shall pay to Beneficiary, monthly, and in addition to any payment of principal and interest on the Note, installments of the taxes and assessments levied or to be levied upon the secured premises, said installments to be substantially equal and to be in such amount as will assure to Beneficiary that not less than thirty (30) days before the time when such taxes would become due and payable Grantor will have paid to Beneficiary a sufficient amount to pay the same in full. In the event that sufficient funds have not been deposited as aforesaid to cover the amount of such taxes, assessments and other charges and encumbrances at least thirty

(30) days prior to the time when the same become due and payable, Grantor shall forthwith upon request by Beneficiary pay such balance to Beneficiary. Said amounts paid to Beneficiary hereunder need not be segregated nor kept in a separate fund, and no interest shall be payable thereon. Said amounts shall be held by Beneficiary as additional security for the Secured Indebtedness and be applied to the payment of said taxes and assessments when the same become due and payable. Nothing herein contained shall in any manner limit the obligations of Grantor to pay taxes as above provided. In the event of any Event of Default under the Loan Documents, Beneficiary may, at its option, but without any obligation on its part so to do, apply said amounts upon said taxes and assessments or toward the payment of the Secured Indebtedness or any portion thereof, whether or not then due or payable. Beneficiary may make payments from any of such monies on deposit with Beneficiary for taxes, assessments, other charges or encumbrances on or with respect to the secured premises notwithstanding that subsequent owners of the secured premises may benefit thereby.

Upon an assignment of this Deed of Trust, Beneficiary shall have the right to pay over the balance of such deposits in its possession to the assignee and Beneficiary shall thereupon be released from all liability with respect to such deposits and Grantor or owner of the secured premises shall look solely to the assignee or transferee in reference thereto to the extent that the assignee or transferee has assumed the obligation therefor. This provision shall apply to every transfer of such deposits to a new assignee. Upon full payment and satisfaction of the Secured Indebtedness or at any prior time upon the election of Beneficiary, the balance of the deposits in its possession shall be paid over to the record owner of the secured premises and no other party shall have any right or claim thereto in any event. Grantor agrees, at Beneficiary's request, to make the aforesaid deposits with such servicer or financial institution as Beneficiary shall from time to time designate.

In the event payment by Grantor of any tax referred to in this Deed of Trust would result in the payment of interest in excess of the rate permitted by law, then Grantor shall have no obligation to pay the portion of such tax which would result in the payment of such excess; provided, however, in such event, at any time after the enactment of a law providing for such tax, Beneficiary, at its option, may declare the entire principal balance of the indebtedness secured hereby, together with all interest thereon, to be due and payable immediately, without notice.

5. Payment of Other Obligations. Grantor shall also pay or cause to be paid any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the secured premises for any repairs or improvements that are now completed or are in progress or which may hereafter be made thereon, or for any other goods, services, or utilities furnished to the secured premises, and shall not permit any lien, security interest, encumbrance or charge of any kind securing the repayment of borrowed or guaranteed funds (including the deferred purchase price for any property) to accrue and remain outstanding against the secured premises or any part thereof, or any improvements thereon, except as expressly consented to in writing by Beneficiary. Grantor shall have the right to bond over any such lien, provided that Beneficiary's security remains reasonably secure.

6. Maintenance and Repair; Alterations; Inspection. Grantor will keep, or cause to be kept, the secured premises and all the improvements thereon in good order and repair and Grantor expressly agrees that it will not do or permit waste on the secured premises nor do any other act whereby the secured premises will become less valuable or the lien hereof may be impaired. Should Grantor fail to effect the necessary repairs, Beneficiary may at its option, following ten (10) days' notice to Grantor and the opportunity to cure during such ten (10) day period (other than in the event of an emergency for which no notice and cure period shall be provided), make such repairs for the account of Grantor. Unless otherwise allowed pursuant to a lease for the secured premises which has been approved in writing by the Beneficiary and with respect to future leases, to the extent such future lease is required to be approved by Beneficiary pursuant to the terms of the Loan Documents, Grantor shall make no alterations, additions or improvements of any type whatever to the secured premises, regardless of whether such alterations, additions or improvements would increase the value of the secured premises, nor permit anyone to do so, without Beneficiary's prior written consent. Grantor will comply or cause to be complied promptly with all laws, ordinances, regulations and orders of all public authorities having jurisdiction over the secured premises relating to the use, occupancy and maintenance thereof, and shall upon request promptly submit to Beneficiary evidence of such compliance. Nothing herein shall be deemed to prohibit Grantor from contesting the enforceability or applicability of any law, ordinance, regulation or order; provided, however, that Beneficiary, in its sole discretion, may require that Grantor comply or cause to be complied with any such law, ordinance, regulation or order during the pendency of any such contest and all appeals therefrom. Beneficiary, and any person authorized by Beneficiary, shall have the right to enter upon and inspect the secured premises at all reasonable times during normal business hours, upon prior reasonable notice to Grantor and without disrupting the operations of the tenant at the Secured Premises.

7. Insurance.

A. Until the Secured Indebtedness and all interest thereon and all of the amounts due hereunder are fully paid, Grantor shall maintain or cause to be maintained in full force and effect at all times the insurance:

(i) Property Insurance. Insurance with respect to all improvements and equipment now or hereafter situated on the secured premises insuring against any peril now or hereafter included within the classification "All Risks of Physical Loss." Such insurance shall be maintained in an amount equal to one hundred percent (100%) of the full replacement value of the improvements and equipment. Any such policy shall contain no provision for co-insurance. The term "full replacement value" shall mean the actual replacement cost of the improvements (without taking into account any depreciation, and exclusive of excavations, footings and foundations, landscaping and paving) but in no event less than the coverage required pursuant to the terms of any lease of the secured premises;

(ii) Liability Insurance. Commercial general liability insurance, including bodily injury, death and property damage liability, insurance against any and all claims, including all legal liability to the extent insurable and imposed upon Beneficiary and all

court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance or condition of the secured premises on an "occurrence basis" in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to secured premises, but in no event less than a combined single limit of \$2,000,000.00;

(iii) Worker's Compensation Insurance. Statutory workers' compensation insurance with respect to any work on or about the secured premises.

(iv) Business Interruption Insurance. Business interruption and/or loss of "rental income" insurance in either case in an amount sufficient to provide proceeds which will cover a period of not less than 12 months from the date of casualty or loss or such longer period of time as is necessary to restore all of the operations of the secured premises to the condition that would have existed had no loss occurred. Any such policy shall contain no provision for co-insurance. The term "rental income" shall mean the sum of (a) the total then ascertainable rents payable under any lease of secured premises and (b) the total ascertainable amount of all other amounts to be received by Grantor from third parties which are the legal obligation of the tenants, reduced to the extent such amounts would not be received because of operating expenses not incurred during a period of non-occupancy of that portion of the secured premises then not being occupied;

(v) Boiler and Machinery Insurance. If applicable, broad form boiler and machinery insurance (without exclusion for explosion) covering all boilers or other pressure vessels, machinery, and equipment located in, on or about the secured premises and insurance against loss of occupancy or use arising from any breakdown in an amount equal to 100% of the full replacement value of the improvements and the equipment;

(vi) Flood Insurance. If any part of the secured premises is located in an area identified by the Federal Emergency Management Agency as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1967 (and any successor act thereto), the Flood Disaster Protection Act of 1973 or the National Flood Insurance Reform Act of 1994 (as each may be amended, (the "Flood Insurance Acts") flood insurance in an amount equal to the lesser of (a) the principal outstanding balance of the Note, or (b) the maximum limit of coverage available for the secured premises under the Flood Insurance Acts;

(vii) Builder's Risk Insurance. At all times during which construction, repairs or alterations are being made with respect to the improvements (a) owner's contingent or protective liability insurance covering claims not covered by or under the terms or provisions of the above mentioned commercial general liability insurance policy; and (b) the insurance provided for in subsection 7.A (i) written in a so-called builder's risk completed value form on a non-reporting basis, including permission to occupy the secured premises, and with an agreed amount endorsement waiving co-insurance provisions;

(viii) Earthquake Insurance. If any portion of the secured premises is located in an earthquake zone (as determined by Beneficiary), earthquake insurance in amount equal to 100% of the full replacement value of the secured premises, including foundations and excavations;

(ix) Other Insurance. Such other insurance with respect to the secured premises against loss or damage of the kinds from time to time customarily insured against by companies similarly situated with the Grantor and in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the secured premises.

B. The policies of insurance carried pursuant hereto are hereinafter referred to as the "Policies." Except as otherwise specifically provided in the applicable subsections, all Policies shall:

(i) be valid and enforceable and issued by one or more domestic primary insurance companies having an investment grade rating or a claims-paying ability rating of "A" or higher as ascribed by Standard & Poor's Rating Services, a division of McGraw-Hill Companies, Inc. ("S&P"), be considered equivalent to a NAIC 1 or other rating acceptable to the Securities Valuation Office of the National Association of Insurance Commissioners, and in all other respects be reasonably satisfactory to Beneficiary;

(ii) be issued by one or more companies authorized to issue insurance in the State where the secured premises is located;

(iii) contain (A) a provision that such Policies shall not be modified, canceled or terminated, nor shall they expire, without at least thirty (30) days' prior written notice to Beneficiary in each instance; (B) effective waivers by the insurer of all claims for Insurance Premiums against any loss payees, additional insureds and named insureds (other than Grantor); (C) a provision (to the extent that such can be obtained) that any losses otherwise payable under such Policies shall be payable notwithstanding (I) any act or omission of Beneficiary which might, absent such provision, result in a forfeiture of all or any part of such insurance payment or (II) the occupation or use of any of the secured premises for purposes more hazardous than permitted by the provisions of the Policies and (D) such other language and afford such coverage as shall be reasonably satisfactory in form and substance to Beneficiary, including, without limitation as to amounts, forms, risk coverages, deductibles, loss payees and insureds;

(iv) as to the Policy referred to in subsection 7.A(ii) name Beneficiary as an additional named insured and as to the Policies referred to in subsections 7.A(i), (iv), (v), (vi), (vii), (viii), and as applicable (ix), provide that all proceeds be payable to Beneficiary as set forth herein;

(v) As to the Policies referred to in subsections 7.A(i), (v), (vi) and (vii), also contain (i) a standard New York Beneficiary or equivalent "non-contributory Beneficiary" endorsement relating, inter alia, to recovery by Beneficiary notwithstanding the

negligent or willful acts or omission of Beneficiary; (ii) a waiver of subrogation endorsement as to Beneficiary and Grantor; and (iii) an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of similar properties in the general vicinity of the secured premises, but in no event in excess of \$10,000.00;

(vi) as to the Policy referred to in subsection 7.A(i), provide coverage for contingent liability from Operation of Building Laws, Demolition Costs and Increased Cost of Construction Endorsements together with an "ordinance or Law Coverage" or "Enforcement" endorsement if any of the improvements or the use of the secured premises shall at any time constitute legal non-conforming structures or uses;

(vii) as to the Policy referred to in subsection 7.A(ii) contain an endorsement providing for a deductible per loss of an amount not more than that which is customarily maintained by prudent owners of similar properties in the general vicinity of the secured premises, but in no event in excess of the amount permitted under any lease of the secured premises or otherwise approved by Beneficiary; and

(viii) as to the Policies referred to in subsections 7.A(i), (iv), (v) and (vii), not contain any exclusions for risks of war, nuclear events, terrorist acts or biohazard contamination (or to the extent Policies without such exclusions shall not be available, Grantor shall obtain separate insurance covering any such matters so excluded).

C. Certificates of insurance with respect to all renewal and replacement Policies shall be delivered to Beneficiary not less than thirty (30) days before the expiration date of any of the Policies required to be maintained hereunder, which certificates shall bear notations evidencing payment of applicable premiums (the "Insurance Premiums"), endorsements providing that neither Guarantor nor Beneficiary nor any other person shall be a co-insurer thereunder, and such other provisions as Beneficiary may reasonably require to protect its interest. Originals or complete copies of such replacement Policies shall be delivered to Beneficiary promptly after Beneficiary's receipt thereof but in any case within thirty (30) days after the effective date thereof. Should Grantor fail to insure or fail to pay the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above (in a form and content satisfactory to Beneficiary), Beneficiary at its option may have such insurance written or renewed and pay the premiums thereon for the account of Beneficiary.

D. In the event of loss or damage, the proceeds of said insurance shall be paid to Beneficiary alone. No such loss or damage shall itself reduce the Secured Indebtedness. During the existence of an Event of Default, Beneficiary is authorized to adjust and compromise such loss without the consent of Grantor, to collect, receive and receipt for such proceeds in the name of Beneficiary and Grantor and to endorse Grantor's name upon any check in payment thereof. Such proceeds shall be applied first toward reimbursement of all reasonable costs and expenses of Beneficiary in collecting said proceeds and then toward payment of the Secured Indebtedness or any portion thereof, whether or not then due or payable, and the balance, if any, shall be paid to Grantor. No such application of proceeds by Beneficiary toward payment of the

Secured Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms unless the Secured Indebtedness shall have been paid in full (other than as a result of a foreclosure).

E. In the event of a foreclosure of this Deed of Trust, the purchaser of the secured premises shall succeed to all of the rights of Grantor under said insurance policies payable to Beneficiary, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

F. Notwithstanding anything to the contrary contained in this Section 7, if (i) the casualty occurs more than three (3) years prior to the Due Date (as defined in the Note); (ii) immediately prior to the loss or damage Grantor was not in default under this Deed of Trust or the other Loan Documents beyond applicable grace and notice periods; (iii) Beneficiary determines, in its reasonable discretion, that it is likely that all such restoration and repair work relating to such loss or damage will be completed within one (1) year from the date on which such insurance proceeds are released; and (iv) each tenant affected by the loss or damage unconditionally confirms in writing to Grantor and Beneficiary that if the loss or damage is repaired and restored its lease will remain in effect, Beneficiary, after first applying such insurance proceeds to the payment of all reasonable expenses incurred by Beneficiary in obtaining such proceeds, agrees upon Grantor's request, to make the balance of the insurance proceeds available for restoration and repair of the loss or damage upon the following terms and conditions:

(1) The restoration or repair work shall be done pursuant to plans and specifications approved by Beneficiary, and Grantor shall cause to be prepared and presented to Beneficiary a certified construction statement, acceptable to Beneficiary, showing the total cost of the restoration or repair; to the extent such cost exceeds the available insurance proceeds, Grantor shall pay the amount of such excess cost, in cash, to Beneficiary, before any disbursement is made by Beneficiary pursuant hereto, to be held and disbursed by Beneficiary pursuant hereto (which insurance proceeds and such funds paid to Beneficiary are hereinafter called the "Funds");

(2) The Funds shall be made available to Grantor as the restoration and repair work progresses pursuant to certificates of an architect acceptable to Beneficiary, which certificates shall be in form and substance acceptable to Beneficiary; the funds paid by Grantor to Beneficiary to pay all excess costs shall be disbursed prior to disbursement of any insurance proceeds;

(3) There shall be delivered to Beneficiary, with such certificates, sworn statements and lien waivers in an amount at least equal to the amount of Funds to be paid out to Grantor pursuant to each architect's certificate and dated as of the date of the disbursement to which they relate;

(4) There shall be delivered to Beneficiary such other evidence as Beneficiary may reasonably request, from time to time, during the restoration and repair, as to

the progress of the work, compliance with the approved plans and specifications, the cost of restoration and repair and the total amount needed to complete the restoration and repair;

(5) There shall be delivered to Beneficiary such other evidence as Beneficiary may reasonably request, from time to time, showing that there are no liens against the secured premises arising in connection with the restoration and repair, that value has been added to the secured premises in connection with such restoration and repair in an amount at least equal to the total amount of Funds then disbursed to Grantor hereunder, and that this Deed of Trust is then still a valid first lien on all the secured premises;

(6) If such Funds are at any time reasonably determined by Beneficiary not to be adequate for completion of the restoration and repair, Grantor shall immediately pay any deficiency to Beneficiary to be held and disbursed as Funds and prior to any other funds then held by Beneficiary for disbursement pursuant hereto;

(7) In the event Grantor at any time shall fail to promptly and fully perform the conditions and covenants set out in subsections (1) through (6) above, or in the event during the restoration or repair an Event of Default occurs hereunder, Beneficiary may, at its option, immediately cease making any further payments to Grantor for such restoration and repair, and may further, at its option, apply the Funds then in its possession either to the reduction of the indebtedness hereby secured or to the restoration and repair of the secured premises in the manner above provided and notwithstanding any such default or defaults, without affecting the lien of this Deed of Trust and the obligations hereunder. Funds may be disbursed by Beneficiary to Grantor or to the persons entitled to receive payment thereof from Grantor, and such disbursement in either case may be made directly or through a third party escrow agent, such as, but not limited to, a title insurance company, or its agent, all as Beneficiary may determine in its sole discretion. Any excess Funds, at Beneficiary's option, may be applied to the reduction of the Secured Indebtedness in the manner above stated or released to Grantor.

8. Eminent Domain. Notwithstanding any taking under the power of eminent domain, alteration of the grade of any street, or other injury to or decrease in value of the mortgaged premises by any public or quasi-public authority or corporation, Grantor shall continue to pay the Secured Indebtedness in accordance with the terms of the Note or of any promissory note or notes then evidencing the same, or the Loan Documents, as the case may be, and any reduction in the principal sum resulting from the application by Beneficiary of such award or payment as hereinafter set forth shall be deemed to take effect only upon the receipt by Beneficiary of such award. Grantor hereby assigns the entire proceeds of any award or payment relating to Grantor's interest in the secured premises to Beneficiary. Such proceeds shall be applied first toward reimbursement of all reasonable costs and expenses of Beneficiary in collecting said proceeds and then toward payment of the last maturing installments of principal and interest due or to become due under the Note and then toward the Secured Indebtedness or any portion thereof, whether or not then due or payable, and the balance, if any, shall be paid to Grantor. No such application of proceeds by Beneficiary toward payment of the Secured Indebtedness shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms unless the Secured Indebtedness is paid in full (other than as a

result of a foreclosure). Beneficiary is hereby empowered in the name of Grantor to receive, and give acquittance for, any such award or payment, whether it is joint or several; provided, however, that Beneficiary shall not be held responsible for failure to collect any such award or payment, regardless of the cause of such failure.

9. Reimbursement of Advances by Beneficiary. Provided that Grantor shall have been given at least ten (10) days' prior written notice and the opportunity to cure during such ten (10) day period (other than in the event of an emergency for which no notice or cure period shall be provided), Grantor shall pay to Beneficiary, upon demand, all reasonable sums expended by Beneficiary (a) to pay taxes, assessments, water and sewer charges and other governmental charges and impositions and insurance premiums, with respect to the secured premises, or (b) to maintain, repair or improve the secured premises, whether expended by Beneficiary or any receiver appointed at the request of Beneficiary, or (c) to defend the lien of this Deed of Trust as a first lien against the secured premises subject only to the Permitted Exceptions to Title, or (d) to discharge any lien or encumbrance affecting the secured premises which shall be superior to the lien of this Deed of Trust and as to which this Deed of Trust is not expressly subject and subordinate, or (e) to cure any default of Grantor under any lease or other agreement covering the secured premises, or (f) to cure any default of Grantor hereunder or under any of the other Loan Documents, or (g) for or in connection with any other reasonable action taken by Beneficiary to preserve the security of this Deed of Trust or any other security for the Secured Indebtedness or to protect any of Beneficiary's rights hereunder. All such expenditures as shall reasonably be made by Beneficiary hereunder or pursuant to any other provision of this Deed of Trust or the other Loan Documents, including any attorneys' fees incurred by Beneficiary in connection with the foregoing, shall be secured by this Deed of Trust and shall be payable upon demand and shall bear interest at the default rate set forth in the Note or in any other promissory note or notes now or hereafter evidencing the Secured Indebtedness or any portion thereof, including penalty interest, if any. Without limiting any other rights and remedies available to Beneficiary in the event of any failure by Grantor to pay to Beneficiary on demand any amounts due to Grantor pursuant to this section 9, Beneficiary may (at its sole option, without any obligation to do so, and regardless whether it has declared any Event of Default or accelerated the Loan or commenced exercise of any other right or remedy against Grantor) cause amounts owing to it hereunder (including, without limitation, interest thereon as herein provided) to be deducted from time-to-time from rents collected by Beneficiary or its designee with respect to the Lease and/or any other leases of all or any portion of the secured premises. No such collection of amounts due Beneficiary from rents shall alter or diminish in any way Borrower's obligations under the Note, this Deed of Trust or any other Loan Documents.

10. Change in Taxes. In the event any tax shall be due or become due and payable to the United States of America, the state where the secured premises are located or any political subdivision thereof with respect to the execution and delivery or recordation of this Deed of Trust or any note or other instrument or agreement evidencing or securing repayment of the Secured Indebtedness or the interest of Beneficiary in the secured premises, then either (a) Grantor may at least thirty (30) days prior to the effective date of such tax agree to pay such tax at the time and in the manner required by applicable law and Grantor shall hold Beneficiary

harmless and shall indemnify Beneficiary against any liability of any nature whatsoever as a result of the imposition of any such tax or (b) the Secured Indebtedness shall without notice or demand, become due and payable fifteen (15) days prior to such effective date. In the event that Grantor fails to pay the Secured Indebtedness prior to the effective date of such tax and as a consequence of such failure such tax is imposed against Beneficiary, Grantor shall pay the tax and hold Beneficiary harmless and shall indemnify Beneficiary against any liability of any nature whatsoever as a result of the imposition of such tax.

In the event of the passage after the date of this Deed of Trust of any law in the state where the secured premises are located deducting from the value of real property for purposes of taxation any mortgage lien thereon, or changing in any material way the laws now in force for the taxation of deeds of trust or debts secured thereby (including the interest thereon) for state or local purposes, or changing in any material way the manner of collection of any such taxes, and imposing a tax, either directly or indirectly, on this Deed of Trust or the Note, the holder of this Deed of Trust shall have the right to declare the entire unpaid amount of the Secured Indebtedness, together with accrued and unpaid interest thereon, to be due and payable on a date to be specified by not less than thirty (30) days' written notice to Grantor, provided, however, that such election shall not be effective if Grantor is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if Grantor, prior to such specified date, makes payment of such tax then due and agrees to pay any such tax when thereafter levied or assessed against the secured premises, this Deed of Trust or the Note.

11. Events of Default. The occurrence of any of the following events shall constitute a default under this Deed of Trust and under the other Loan Documents and after the passage of any applicable cure or grace period set forth in this Section (or immediately upon the occurrence of any of the following events if no cure or grace period is set forth in this Section) shall constitute an Event of Default under this Deed of Trust and under the other Loan Documents ("Event of Default"):

A. Default in any payment of principal or interest on the Note within ten (10) days of the due date thereof; or

B. Default in any additional payments as and at the time required under this Deed of Trust or any of the Loan Documents within ten (10) days of the due date thereof; or

C. Default in the observance or performance of any other agreement of Grantor and/or the Individual (as defined in the Note) herein set forth or set forth in any of the other Loan Documents and the continuation thereof for thirty (30) days after notice from Beneficiary; however, in no event shall Grantor and/or the Individual be entitled to notice or any opportunity to cure its or their failure to promptly and faithfully observe and perform any of the terms and conditions contained in Sections 3, 4, 5, 7, 18, 19 or 35 of this Deed of Trust; or

D. Any representation or warranty made by Grantor and/or the Individual herein or set forth in any of the other Loan Documents proves untrue at the time made or as of the date hereof in any material respect; or

E. Failure by Grantor and/or the Individual to comply with all of the terms, covenants and provisions of any and all leases or other agreements, documents or restrictions that now encumber, affect or pertain to the secured premises or any portion thereof; or

F. Any of the information or other materials furnished by or on behalf of Grantor and/or the Individual to Beneficiary in connection with the making of the loan(s) secured hereby shall prove false in any material respect as of the date given or as of the date hereof; or

G. Grantor and/or the Individual shall generally not pay its or their debts as they become due or shall admit in writing its or their inability to pay its or their debts generally, or shall make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver for itself or for the greater part of its or their properties; or a trustee or receiver is appointed for Grantor and/or the Individual or for the greater part of any of its or their properties without its or its consent and is not discharged within sixty (60) days; or bankruptcy, reorganization or liquidation proceedings under bankruptcy or similar laws are instituted by or against Grantor and/or the Individual, are consented to by it or remain undismissed for sixty (60) days, or a receiver, conservator, liquidating agent or committee or governmental authority shall be appointed for or take possession or charge of Grantor and/or the Individual or its or their business or assets, or the rights, privileges and franchises of Grantor and/or the Individual shall be declared forfeited by any governmental authority; or

H. A judgment or order for the payment of money shall be rendered against Grantor and/or the Individual, and either (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order and such judgment or order shall have remained unsatisfied and such proceedings shall have remained unstayed for a period of twenty (20) consecutive days, or (ii) for a period of twenty (20) consecutive days, such judgment shall have remained unsatisfied and a stay of enforcement of such judgment or order, by reason of pending appeal or otherwise, shall not have been in effect; or

I. Institution of foreclosure or other proceedings to enforce any security interest, lien or encumbrance of any kind upon any of the collateral securing any part of the Secured Indebtedness; or

J. Any material provision of this Deed of Trust or the other Loan Documents shall at any time for any reason cease to be valid and binding on Grantor and/or the Individual or shall be declared to be null and void, or the validity or enforceability thereof against Grantor and/or the Individual shall be contested by Grantor and/or the Individual; or Grantor and/or the Individual shall deny that it has any or further liability or obligation under this Deed of Trust or the other Loan Documents; or

K. Termination of Grantor's existence under state law, unless reconstituted according to applicable laws; or

L. The failure of Grantor or any agent of Grantor to comply promptly with any applicable legal requirements of the State of Utah (or any other governmental entity, agency or instrumentality) relating to the use or condition of the secured premises, or to keep in full

force and effect all licenses or certificates required to operate the improvements located on the secured premises;

M. If any lease for all or part of the secured premises and/or any guaranty of any lease for all or part of the secured premises is assigned, terminated or canceled for any reason (including, without limitation, the exercise of any recapture right set forth herein) or is amended in any respect without the prior written consent of Beneficiary; or

N. Failure to maintain the policy of condemnation insurance of even date herewith.

12. Remedies Upon Default.

A. Immediately upon the occurrence of any Event of Default, Beneficiary shall have the option, in addition to and not in lieu of or substitution for all other rights and remedies provided in this Deed of Trust, provided in any other Loan Document, or provided by law, and is hereby authorized and empowered by Grantor, to do any or all of the following:

(a) Declare the entire unpaid amount of the Secured Indebtedness, together with accrued and unpaid interest thereon, and any and all charges payable by Grantor to Beneficiary pursuant to any of the Loan Documents, immediately due and payable.

(b) With or without notice, and without releasing Grantor from the Secured Indebtedness, and without becoming a mortgagee in possession, to cure any breach or default of Grantor and, in connection therewith, to enter upon the secured premises and do such acts and things as Beneficiary or Trustee deem necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee under this Deed of Trust; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of either Beneficiary or Trustee, is or may be senior in priority in this Deed of Trust, the judgment of Beneficiary or Trustee being conclusive as between the parties hereto; (iii) to obtain insurance; (iv) to pay any premiums or charges with respect to insurance required to be carried under this Deed of Trust; or (v) to employ counsel, accountants, contractors and other appropriate persons.

(c) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument as a mortgage or to obtain specific enforcement of the covenants of Grantor hereunder, and Grantor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subsection, Grantor waives the defense of laches and any applicable statute of limitations.

(d) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the secured premises as a matter of strict right and without regard to the adequacy of the security for the Secured Indebtedness, the existence of a declaration that the

Secured Indebtedness is immediately due and payable, or the filing of a notice of default, and Grantor hereby consents to such appointment.

(e) To enter upon, possess, manage and operate the secured premises or any part thereof, to take and possess all documents, books, records, papers and accounts of Grantor or the then owner of the secured premises, to make, terminate, enforce or modify leases of the secured premises upon such terms and conditions as Beneficiary deems proper, and to make repairs, alterations and improvements to the secured premises as necessary, in Trustee's or Beneficiary's sole judgment, to protect or enhance the security hereof.

(f) To execute a written notice of such Event of Default and of its election to cause the secured premises to be sold to satisfy the Secured Indebtedness. As a condition precedent to any such sale, Trustee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Grantor except as required by law, shall sell the secured premises at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and except as otherwise required by law in such manner and order, all as Beneficiary in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Except as otherwise required by law, neither Grantor nor any other person or entity other than Beneficiary shall have the right to direct the order in which the secured premises is sold. Subject to any requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the secured premises by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the secured premises or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Grantor or Beneficiary may purchase at the sale.

(g) To resort to and realize upon the security hereunder and any other security now or later held by Beneficiary concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and in such order or manner as Beneficiary shall determine in its sole discretion.

At any sale of the secured premises held pursuant to Subsection (c) or Subsection (f) above, Beneficiary may bid, as the equivalent of cash, the amount of all or any of the Secured Indebtedness, including, without limitation, attorneys' fees.

No failure or delay on the part of Beneficiary in exercising any right, power, or remedy hereunder or under the other Loan Documents shall operate as a waiver thereof. No single or partial exercise by Beneficiary or any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. All of the rights and remedies or Beneficiary shall be deemed to be cumulative.

B. Application of Foreclosure Sale Proceeds. After deducting all costs, fees and expenses of Trustee, and of this trust, including, without limitation, cost of evidence of title

and attorneys' fees in connection with the sale, Trustee shall apply all proceeds of any non-judicial foreclosure sale: (i) to payment of all sums expended by Beneficiary under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (ii) to payment of all other Secured Indebtedness in such order and manner as Beneficiary shall determine in its sole discretion; and (iii) the remainder, if any, to the person or persons legally entitled thereto.

C. Application of other Sums. All sums received by Beneficiary under this Deed of Trust, other than sums referred to in Section B above, shall be applied to: (i) all costs and expenses incurred by Beneficiary, Trustee or any receiver under Section 12A(d), including, without limitation, attorneys' fees; and (ii) the remainder, in payment of the Secured Indebtedness in such order and manner as Beneficiary shall determine in its sole discretion; provided, however, that Beneficiary shall have no liability for funds not actually received by Beneficiary.

D. No Cure or Waiver. Neither (a) the entry upon or taking possession of all or any part of the secured premises, (b) any collection of rents, issues, profits, insurance proceeds, condemnation awards, other security or proceeds of other security, or other sums, (c) the application of any collected sum to any Secured Indebtedness, nor (d) the exercise of any other right or remedy by Beneficiary, Trustee or any receiver shall cure or waive any breach, Event of Default or notice of default under this Deed of Trust; nullify the effect of any notice of default or notice of sale (unless all Secured Indebtedness then due have been paid and performed and Grantor has cured all other defaults); impair the status of the security; prejudice Beneficiary or Trustee in the exercise of any right or remedy; or be construed as an affirmation by Beneficiary of any tenancy, lease or option or a subordination of the lien of this Deed of Trust.

E. Payment of Costs, Expenses and Attorneys' Fees. Grantor agrees to pay to Beneficiary immediately and without demand all cost and expenses incurred by Trustee and Beneficiary pursuant to subsections (a) through (g) inclusive of Section 12A (including, without limitation, court costs and reasonable attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest applicable to the principal balance of the Note as specified therein. In addition, Grantor shall pay to Trustee all trustee's fees hereunder and shall reimburse Trustee for all expenses incurred in the administration of this trust, including, without limitation, any attorneys' fees.

F. Power to File Notices and Cure Defaults. Grantor hereby irrevocably appoints Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to execute and/or record any notices of completion, cessation of labor, or any other notices that Beneficiary deems appropriate to protect Beneficiary's interest, (b) upon the issuance of a deed pursuant to the foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to any leases in favor of the grantee of any such deed, as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Beneficiary's security interests and rights in or to any collateral, and (d) upon the

occurrence of an event, act or omission which, with notice or passage of time or both, would constitute an Event of Default, Beneficiary may perform any obligation of Grantor hereunder; provided, however, that: (i) Beneficiary as such attorney-in-fact shall only be accountable for such funds as are actually received by Beneficiary; and (ii) Beneficiary shall not be liable to Grantor or any other person or entity for any failure to act under this subsection.

G. Possession During Redemption. Beneficiary shall be entitled to possession of the secured premises during any period of redemption.

13. Successors in Ownership. In the event ownership of the secured premises or any part thereof becomes vested in a person or persons other than Grantor without the prior written approval of Beneficiary, Beneficiary may (but shall not be obligated to) deal with such successor or successors in interest with reference to this Deed of Trust and the other Loan Documents in the same manner as with Grantor, without in any manner discharging or otherwise affecting Grantor's liability hereunder or upon the Secured Indebtedness.

14. Warranties Respecting Personal Property. Grantor warrants that as of the date hereof it does not own any equipment nor other personal property described and located on the secured premises. At any time Grantor shall own any equipment and/or other personal property described in this Deed of Trust, Grantor may from time to time substitute personal property covered hereby, if any, provided that the personal property so substituted shall be (i) of at least equivalent value to that replaced as determined by Beneficiary in its reasonable judgment and (ii) free and clear of any liens or security interests, except as expressly permitted under the Loan Documents. Grantor shall give ten (10) days prior written notice to Beneficiary of any proposed substitution.

15. Security Interest. It is agreed that this Deed of Trust shall serve the purposes, as required, of a Security Agreement under the terms of the Uniform Commercial Code in effect in Utah, and shall be evidenced by the filing of such Financing Statements as are from time to time permitted or required under Utah law for the fullest securing of the creditor's, that is to say, Beneficiary's, interest. For the purposes of this Section, Grantor shall be considered a Debtor and Beneficiary shall be considered a Secured Party within the meaning of the Uniform Commercial Code. Upon an Event of Default, Beneficiary shall have, without limitation, all of the remedies provided for in the Uniform Commercial Code as adopted and amended in Utah. The names of the Debtor and the Secured Party, the mailing address of the Secured Party from which information concerning the security interest may be obtained, and the mailing address of the Debtor are set forth above and a statement indicating the types, or describing the items of collateral, are set forth above as a description of the premises and the property and rights herein, in compliance with the requirements of the Utah Uniform Commercial Code. As to all equipment and other personal property covered hereby, Grantor does hereby grant a continuing security interest therein to Beneficiary pursuant to the Uniform Commercial Code. Grantor agrees, upon request of Beneficiary, to furnish an inventory of personal property owned by Grantor and subject to this Deed of Trust and, upon request by Beneficiary, to execute any supplements to this Deed of Trust, any separate security agreement and any financing statements to include specifically said inventory of personal property. Upon the occurrence of an Event of

Default, Beneficiary shall have all of the rights and remedies therein provided or otherwise provided by law or by this Deed of Trust, including but not limited to the right to require Grantor to assemble such personal property and make it available to Beneficiary at a place to be designated by Beneficiary which is reasonably convenient to both parties, the right to take possession of such personal property with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. The parties hereto agree that any requirement of reasonable notice shall be met if Beneficiary sends such notice to Grantor at least ten (10) days prior to the date of sale, disposition or other event giving rise to the required notice, and that the proceeds of any disposition of any such personal property may be applied by Beneficiary first to the reasonable expenses in connection therewith, including reasonable attorneys' fees and legal expenses incurred, and then to payment of the Secured Indebtedness.

Further, Grantor hereby assigns to Beneficiary, as further security for the indebtedness secured hereby, Grantor's interest in all agreements, contracts (including contracts for any lease or sale of the secured premises or any portion thereof), licenses and permits affecting the secured premises. Such assignment shall not be construed as a consent by Beneficiary to any agreement, contract, license, or permit so assigned, or to impose upon Beneficiary any obligations with respect thereto. Grantor shall not cancel or amend any of the agreements, contracts, licenses and permits hereby assigned (nor permit any of the same to terminate if they are necessary or desirable for the operation of the secured premises) without first obtaining, on each occasion, the written approval of Beneficiary. This Section shall not be applicable to any agreement, contract, license or permit that terminates if it is assigned without the consent of any party thereto (other than Grantor) or issuer thereof, unless such consent has been obtained or this assignment is ratified by such party or issuer; nor shall this Section be construed as a present assignment of any contract, license or permit that Grantor is required by law to hold in order to operate the secured premises for the purposes intended.

16. Fixture Filing. This Deed of Trust constitutes a fixture filing under Sections 9-102, 9-105 and 9-502 of the Uniform Commercial Code as to any of the collateral (including, without limitation, the equipment) which is or may become a "fixture" under applicable law. This fixture filing is to be recorded in the real estate records of the county in which the secured premises are located.

17. Assignment of Leases and Rents; Lease Provisions.

A. As of the date of this Deed of Trust, Grantor hereby transfers, assigns and sets over to Beneficiary all its right, title and interest in and to all written and oral leases, whether now in existence or which may hereafter come into existence during the term of this Deed of Trust, or any extension thereof, covering the secured premises, or any part thereof (but without an assumption by Beneficiary of liabilities of Grantor under any such leases by virtue of this assignment), and Grantor hereby transfers, assigns and sets over to Beneficiary the rents, issues and profits of the secured premises and all payments to become due under all such leases. It is intended by Grantor and Beneficiary that this assignment constitutes an immediate, absolute, unconditional and presently effective assignment of Grantor's interest in any leases and rents to

Beneficiary as a source of payment of all sums due on the Note and not merely an assignment for additional security. There shall be no merger of title between the fee to the secured premises and any leasehold interest therein if any tenant of all or any portion of the secured premises shall acquire all or any portion of the secured premises and such lease(s) shall not be terminated by merger and shall remain in full force and effect. All amounts due under any leases for all or any portion of the secured premises shall be paid directly by all tenants to Beneficiary, at its address first above written, or as Beneficiary may otherwise direct in writing. All amounts collected or received by Beneficiary shall be applied as set forth in the Absolute Assignment of Rents and Leases being delivered by Grantor to Beneficiary contemporaneously herewith. It is hereby acknowledged and agreed that this assignment of leases and rents shall be perfected upon recordation of this Deed of Trust and without the necessity of any further action on the part of Grantor or Beneficiary.

B. All future leases for a term in excess of three (3) years (including renewal options) made by Grantor shall be reasonably approved by Beneficiary as to form and terms. Grantor covenants and agrees that all such future leases affecting the secured premises shall contain the following provisions:

(1) The tenant agrees not to look to Beneficiary and/or Trustee as Beneficiary, mortgagee in possession, or successor in title to the secured premises, for accountability for any security deposit required by the landlord hereunder as security for the tenant's performance of this lease unless same was actually received by Beneficiary.

(2) The tenant agrees not to handle, store, or dispose of any hazardous or toxic wastes or substances upon the secured premises which are prohibited by any federal, state or local statute, ordinance or regulation. The tenant hereby covenants to indemnify and hold landlord, its successors and assigns, harmless from any loss, damage, claims, costs, liability or cleanup costs arising out of the tenant's use, handling, storage or disposal of any such hazardous or toxic wastes, constituents or substances on the secured premises.

(3) If Beneficiary or any other person acquires title to the secured premises pursuant to the exercise of any remedy provided for in the Deed of Trust, the tenant covenants and agrees to attorn to Beneficiary or such person as its new landlord, and the lease shall continue in full force and effect as a direct lease between the tenant and Beneficiary or such other person upon all the terms, covenants, conditions and agreements set forth in the lease. However, in no event shall Beneficiary or such person be (A) bound by any payment of rent or additional rent made by the tenant to the Landlord for more than one (1) month in advance; or (B) bound by any amendment, modification and/or termination of the lease and/or guaranty of the lease made without the written consent of Beneficiary, which consent shall not be unreasonably withheld or delayed; or (C) liable for any act or omission of any prior landlord (including Landlord); or (D) liable for the return of any security deposit (unless any such security deposit has actually been received by Beneficiary); or (E) liable for any offsets, credits or other claims against rentals for any prior periods and/or against any other party or landlord (including Landlord). The tenant agrees to execute all tenant estoppel certificates and attornment agreements as Beneficiary shall reasonably require.

(4) At the option of Beneficiary, such lease may at any time during its continuation be made superior or subordinate to the lien of any one or more deeds of trust affecting the secured premises.

All leases hereafter made by Grantor for a term in excess of three (3) years (including renewal options) shall have received the prior approval of Beneficiary and, at Beneficiary's option, (i) the lessor's interest therein shall be assigned to Beneficiary as collateral security and/or (ii) said lease shall be subordinated to the Deed of Trust. In addition, Grantor shall be required to obtain Beneficiary's prior written approval of any lease, regardless of its term, for any proposed tenant who is a generator of, or who will maintain, Hazardous Materials (as hereinafter defined) upon the secured premises. It is hereby acknowledged and agreed that this assignment of leases and rents shall be perfected upon recordation of this Deed of Trust and without the necessity of any further action on the part of Grantor or Beneficiary.

18. No Other Liens. Grantor will not mortgage or pledge the secured premises or any part thereof as security for any other loans obtained by Grantor or its affiliates without the prior written consent of Beneficiary, which Beneficiary may withhold for any reason whatsoever or without reason. If any such mortgage or pledge is entered into without the prior written consent of Beneficiary, such event shall constitute an Event of Default and among other remedies the entire indebtedness secured hereby, may, at the option of Beneficiary, be declared immediately due and payable without notice. Neither Grantor nor the partners, members, managers or shareholders of Grantor will mortgage or pledge their interest in Grantor or in the secured premises or any part thereof as security for any other loans obtained by Grantor or the partners, members, managers or shareholders of Grantor without the prior written consent of Beneficiary, which Beneficiary may withhold for any reason whatsoever or without reason. If any such mortgage or pledge is entered into without the prior written consent of Beneficiary, such event shall constitute an Event of Default and among other remedies the entire indebtedness secured hereby, may, at the option of Beneficiary, be declared immediately due and payable without notice.

Grantor also shall pay or cause to be paid any and all other obligations, liabilities or debts which may become liens, security interests, or encumbrances upon or charges against the secured premises for any repairs or improvements that are now or may hereafter be made thereon, and shall not, without Beneficiary's prior written consent, permit any lien, security interest, encumbrance or charge of any kind to accrue and remain outstanding against the secured premises or any part thereof, or any improvements thereon, irrespective of whether such lien, security interest, encumbrance or charge is junior to the lien of this Deed of Trust. Notwithstanding the foregoing, if any personal property by way of additions, replacements or substitutions is hereafter purchased and installed, affixed or placed by Grantor on the secured premises under a security agreement the lien or title of which is superior to the lien created by this Deed of Trust, all the right, title and interest of Grantor in and to any and all such personal property, together with the benefit of any deposits or payments made thereon by Grantor, shall nevertheless be and are hereby assigned to Beneficiary and are covered by the lien of this Deed of Trust.

19. Due on Sale. In making the Loan, Beneficiary is relying upon the integrity, experience and general reputation of Grantor in operating the secured premises for the intended purposes. In reviewing Grantor's application for the Loan, Beneficiary recognized that the value of its security is inextricably intertwined with the effectiveness of Grantor's operation of the secured premises and accordingly gave consideration to Grantor's experience, integrity and general reputation in the community before deciding if, and upon what terms, this Loan was to be offered. Therefore, if Grantor shall convey its interest in the secured premises or if any partner, member, manager or shareholder of Grantor shall transfer or convey any of their interest in Grantor or in the secured premises without obtaining Beneficiary's prior, Beneficiary shall have the right in its sole option thereafter to declare all sums secured hereby and then unpaid to be immediately due and payable, although the period originally agreed upon by Grantor and Beneficiary for the payment thereof shall not then have expired, and thereupon to exercise all of its rights and remedies under this Deed of Trust. For purposes hereof, a "conveyance" of Grantor's interest in the secured premises or of any of the constituent partner's, member's, manager's or shareholder's interest in Grantor or the secured premises shall include, without limitation (a) any voluntary or involuntary disposition of legal or beneficial title to the secured premises or any portion thereof by whatever means, (b) any voluntary or involuntary disposition of legal or beneficial title to or control of Grantor, and (c) any other arrangement by which Grantor or any partner, member, manager or shareholder of Grantor shall transfer or convey any of its or their interest in Grantor, divests itself, himself or herself of the degree of control it, he or she currently exercises or may exercise over the decisions affecting the ownership and operation of the secured premises. If legal or beneficial ownership of the secured premises or any part thereof becomes vested in a person or persons other than Grantor (with or without Beneficiary's consent), Beneficiary may, without notice to Grantor, deal with such successor(s) in interest with reference to this Deed of Trust and the Note, without in any way releasing, discharging or otherwise affecting Grantor's liability hereunder or thereunder. No sale of the secured premises and no forbearance or extension by Beneficiary of the time for the payment of the Secured Indebtedness or the performance of the covenants and agreements hereby secured, shall in any way whatever operate to release, discharge, modify, change or affect the lien of this Deed of Trust or the liability of Grantor on the Note or for the performance hereof, either in whole or in part.

20. Severability. If any provision hereof is in conflict with any statute or rule of applicable law or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Deed of Trust.

21. Waiver. No waiver by Beneficiary of any right or remedy granted hereunder or failure to insist on strict performance by Grantor hereunder shall affect or extend to or act as a waiver of any other right or remedy of Beneficiary hereunder, nor affect the subsequent exercise of the same right or remedy by Beneficiary for any further or subsequent default by Grantor hereunder, and all such rights and remedies of Beneficiary hereunder are cumulative. Time is of the essence hereof.

22. Marshalling. Grantor hereby waives, in the event of foreclosure of this Deed of Trust or the enforcement by Beneficiary of any other rights and remedies hereunder, any right otherwise available in respect to marshalling of assets which secure the Secured Indebtedness or to require Beneficiary to pursue its remedies against any other such assets. Further, Grantor agrees that neither Grantor nor anyone claiming through or under Grantor shall or will set up, claim or seek an advantage of any exemption (including homestead exemptions), stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the secured premises, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereat and Grantor does hereby waive the benefit of all such laws or right of redemption, exemption or stay.

23. Environmental Matters. Grantor shall keep and maintain or shall cause to be kept and maintained the secured premises in compliance with, all federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the secured premises including, but not limited to, soil and ground water conditions. Grantor has not used or permitted and will not use or permit the secured premises to be used for (whether directly or indirectly), and to the best knowledge of Grantor the secured premises has not been used for the generation, manufacture, storage, treating, transporting or disposal of, on, under or about the secured premises or transport to or from the secured premises any Hazardous Materials.

To the best knowledge of Grantor, there have been no investigations, reports or violations involving Grantor or the secured premises by any governmental authority pertaining to Hazardous Materials; the operation of the secured premises does not now and to the best of Grantor's knowledge has not violated any Hazardous Materials Laws (as hereinafter defined); neither Grantor nor, to the best of Grantor's knowledge, any tenant of the secured premises has received any notice, order, claim, demand or citation from any environmental or health agency or department having jurisdiction of the secured premises or of Grantor pertaining to Hazardous Materials; Grantor is not aware of the presence, release, or threatened release of any Hazardous Materials on the secured premises or on any adjacent property; and no environmental liens, whether federal, state or local in nature, will be placed on the secured premises.

Grantor shall immediately advise Beneficiary in writing of (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials affecting the secured premises ("Hazardous Materials Laws"); (ii) all claims made or threatened by any third party against Grantor or the secured premises relating to damage, contribution, cost recovery compensation, loss or injury to persons or property resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Grantor's discovery of any occurrence or condition on any real property adjoining, or within one square mile of the secured premises that could cause the secured premises or any part thereof to be classified as an environmental clean-up site under any applicable state or federal laws, or any regulation adopted in accordance

therewith, or to be otherwise subject to any restrictions on the ownership, occupancy, transferability or use of the secured premises under any Hazardous Materials Laws.

Beneficiary shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its attorneys' fees in connection therewith paid by Grantor. As between Grantor and Beneficiary, Grantor shall be solely responsible for, and shall indemnify and hold harmless Beneficiary, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, costs, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal, or presence of Hazardous Materials on, under or about the secured premises, or any violation of Hazardous Materials Laws, including, without limitation: (a) all foreseeable consequential damages; (b) the costs of any repair, cleanup, removal, remediation or detoxification of the secured premises, and the preparation and implementation of any closure, remedial or other required plans; and (c) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (a) and (b), including but not limited to reasonable attorneys' fees.

Without Beneficiary's prior written consent, Grantor shall not take any remedial action in response to the presence of any Hazardous Materials on, under, or about the secured premises, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent or compromise might, in Beneficiary's reasonable judgment, impair the value of Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent shall not be necessary in the event that the presence of Hazardous Materials on, under, or about the secured premises either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not possible to obtain Beneficiary's consent before taking such action, provided that in such event Grantor notify Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if either (i) a particular remedial action is ordered by a court of competent jurisdiction, or (ii) Grantor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Grantor's security hereunder. Grantor acknowledges that Beneficiary may enter upon the secured premises, at any reasonable time or times on reasonable notice to Grantor and tenants, to conduct such environmental tests and studies as Beneficiary may reasonably determine to be necessary or appropriate, subject to the right of such tenants under their leases.

24. The Loan Commitment. The terms and conditions of the Loan Commitment are hereby incorporated herein by this reference and the Secured Indebtedness is hereby made expressly subject thereto. In the event of a conflict between the terms and conditions contained in the Loan Commitment and the terms and conditions contained herein and in the other Loan Documents, the terms and conditions contained herein and in the other Loan Documents shall control.

25. Additional Covenants. Grantor covenants and agrees that until the Secured Indebtedness is paid in full, unless Beneficiary shall otherwise consent in writing:

A. It will maintain its existence under state law, comply with all laws and regulations applicable thereto and maintain its qualification under the laws of the state where the secured premises are located and comply with all laws and regulations applicable thereto.

B. Within ninety (90) days of the end of Grantor's fiscal year, it shall, for that previous fiscal year, provide Beneficiary with (i) an annual statement itemizing the income and expenses of the secured premises, including an itemized rent roll, (ii) a complete financial statement of Grantor's assets and liabilities as of the last day of its fiscal year, and (iii) a profit and loss statement for the fiscal year. The financial statements shall be certified as accurate by Grantor. Within thirty (30) days after filing, Grantor shall provide Beneficiary with a copy of its tax return filed with the United States government for that fiscal year. In addition, Grantor shall provide Beneficiary with such interim financial and other information as Beneficiary shall from time to time reasonably request. All financial statements and other information provided by Grantor hereunder shall be in a form that is reasonably acceptable to Beneficiary and all costs of providing the same shall be borne entirely by Grantor.

C. It shall promptly notify Beneficiary in writing of any litigation, governmental proceeding, default or any other occurrence which may have a adverse effect on Grantor's business, financial condition, or the secured premises.

D. It shall manage and operate the secured premises or cause the secured premises to be managed and operated in compliance with all material federal, state, and local laws, rules, regulations and ordinances regulating, without limitation, air pollution, water pollution, and the use, generation, storage, handling or disposal of Hazardous Materials; remove or cause to be removed from the secured premises and properly dispose or cause to be disposed of any Hazardous Materials when and as required by applicable laws, rules, regulations and ordinances; and immediately notify Beneficiary of its or any tenant's receipt of any notice, order, claim, demand or citation from any environmental or health agency or department pertaining to Hazardous Materials on or in the vicinity of the secured premises.

E. It shall permit Beneficiary and its agents to inspect and make copies of Grantor's books, records and income tax returns pertaining to the secured premises at all reasonable times and upon reasonable advance notice. Grantor shall maintain all of the books and records relating to Grantor and the secured premises at Grantor's address set forth in Exhibit "C" and shall furnish Beneficiary with at least three (3) days' prior written notice of any change in location thereof.

F. It will not enter into a management agreement with respect to the management of the secured premises without Beneficiary's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, any management agreement affecting the secured premises must be immediately terminable by Beneficiary if Beneficiary acquires title to the secured premises, whether by foreclosure, deed in lieu of foreclosure, or otherwise and must commit the property manager to reasonably cooperate with Beneficiary or its property manager, at no cost or expense to Beneficiary or its property manager, to effectuate an orderly transition of management of the secured premises to Beneficiary or its property manager

if Beneficiary acquires title to the secured premises, whether by foreclosure, deed in lieu of foreclosure, or otherwise.

G. Unless otherwise agree to in writing by Grantor and Beneficiary, the secured premises shall at all times be managed by a property manager approved by Beneficiary. The approved property manager must be responsible for leasing and management of the entire secured premises.

26. Complete Agreement; Modifications. The parties hereby acknowledge and agree that all prior and contemporaneous understandings of the parties with respect to the transactions contemplated herein and/or in the other documents executed in connection herewith are expressly set forth in writing herein and/or therein. Each party hereby releases and forever discharges each of the other parties hereto from any and all understandings which have not so been expressly set forth in writing. This document and the other documents executed in connection herewith may not be modified except by written instrument signed by all of the parties hereto.

27. Notices. All notices, demands, instructions and other communications required or permitted to be given to or made upon any party hereto shall be in writing, shall be addressed as set forth on Exhibit "C" attached hereto, and shall be either (i) personally delivered to the party, (ii) sent by U.S. registered or certified mail, (iii) sent by a reputable express mail company which guarantees next day delivery, or (iv) telecopied to the respective telecopier numbers set forth on Exhibit "C". Any party may redesignate the address or telecopier number to which notices are to be sent to it by written notice to the other parties. Notwithstanding the foregoing, any notice which is in fact received shall be deemed to have been delivered pursuant to this Section, even if such delivery is not accomplished in accordance with this Section. Grantor requests that any notice of default or notice of sale required by law be given to Grantor at its address set forth on Exhibit "C."

28. Headings. The headings in this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

29. Number and Gender. The use of any gender shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to be or include the plural (and vice versa), whenever appropriate.

30. Fees, Costs and Expenses. Grantor agrees to pay on demand all reasonable fees, costs and expenses of Beneficiary and Trustee in connection with the preparation, execution, delivery and administration of the Loan Documents, any and all amendments, supplements and modifications thereof and the other instruments and documents to be delivered hereunder, including the reasonable fees and out-of-pocket expenses of counsel for Beneficiary and Trustee, including local counsel, if any, and all reasonable fees, costs and expenses, if any, in connection with the preparation and enforcement of the Loan Documents. In addition, Grantor shall pay any and all mortgage recording, mortgage registration, stamp and other taxes, charges and fees payable or determined to be payable in connection with the execution, delivery, and filing or

recording of any of the Loan Documents and the other instruments and documents to be delivered hereunder, and agrees to save Beneficiary and Trustee harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omission to pay such taxes, charges or fees.

31. Further Assurances. Grantor agrees to do such further acts and things and to execute and deliver to Beneficiary such additional assignments, agreements, powers and instruments that Beneficiary may reasonably require or deem advisable to carry into effect the purpose of this Deed of Trust or to better assure and confirm to Beneficiary its security interests or any of its rights, powers and remedies hereunder and under the other Loan Documents.

32. Governing Law. It is understood and agreed that this Deed of Trust and the other Loan Documents are being accepted by Beneficiary in the State of Michigan, which state the parties agree has a substantial relationship to the parties and the underlying transactions embodied by the Loan Documents. The parties agree that this Deed of Trust and the other Loan Documents shall be governed by, and construed in accordance with the laws of the State of Michigan, except to the extent that the law of the state where the secured premises are located must govern with respect to issues effecting the creation, perfection, priority, foreclosure and/or enforcement of the Deed of Trust and the other Loan Documents.

33. Assignment by Beneficiary. Beneficiary may, at its sole cost and expense, without Grantor's consent, sell, assign or transfer to or participate with any entity or entities its rights under this Deed of Trust without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Beneficiary under this Deed of Trust. Grantor acknowledges and agrees that Beneficiary and its successors and assigns may (a) sell, transfer or assign the Loan, this Deed of Trust, the Note and other Loan Documents to one or more investors as a whole loan, in a rated or unrated public offering or private placement, (b) grant participation interests in the Loan to one or more investors in a rated or unrated public offering or private placement, (c) deposit this Deed of Trust, the Note and other Loan Documents with a trust, which trust may issue mortgage pass-through certificates or other securities to investors evidencing an ownership interest in the trust assets in a rated or unrated public offering or private placement, (d) sell this Deed of Trust, the Note and other Loan Documents to a party who may pool the Loan with a number of other loans and have the holder of such loans grant participations therein or issue one or more classes of mortgage backed pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"), which Securities may be rated by one or more of the Rating Agencies (as hereinafter defined) or (e) otherwise sell the Loan or grant participation interests therein to investors in a rated or unrated public offering or private placement (the transactions referred to in clauses (a) through (e) are hereinafter referred to as "Secondary Market Transaction"). Grantor shall, at Beneficiary's expense, cooperate in good faith with Beneficiary in effecting any such Secondary Market Transaction (including without limitation, a Rating Agency and/or an institutional purchaser, participate or investor) including, without limitation:

(a) making available to Beneficiary all readily available information concerning Grantor's business and operations which Beneficiary may reasonably request,

including financial information relating to the mortgaged premises and such other information and documents relating to Grantor, or any tenant or lease of the secured premises as Beneficiary may reasonably request;

(b) at Beneficiary's cost and expense, performing or permitting or causing to be performed or permitted such site inspections, appraisals, market studies, environmental reviews and reports (Phase Is and, if appropriate, Phase IIs), engineering reports and other due diligence investigations of any secured premises, as may be reasonably requested by Beneficiary or as may be necessary or appropriate in connection with the Secondary Market Transaction;

(c) making all structural or other changes to the Loan, modifying any documents evidencing or securing the Loan, modifying to a non material extent the organizational documents of Grantor, or Grantor using reasonable efforts to cause the modification of any lease of the secured premises, delivering opinions of counsel acceptable to the Rating Agency or such other purchasers, participants or investors and addressing such matters as the Rating Agency or such other purchasers, participants or investors may reasonably require; provided, however, that the Grantor shall not be required to modify any documents evidencing or securing the Loan which would modify (i) the interest rate payable under the Note, (ii) the stated maturity of the Note, (iii) the amortization of principal of the Note, (iv) any other economic terms of the Loan including but not limited to the amount of the Loan. Grantor shall, at Beneficiary's expense, provide such information and documents relating to Grantor, the secured premises, any tenant or lease of the secured premises as Beneficiary or the Rating Agency or such other purchasers, participants or investors may reasonably request in connection with a Secondary Market Transaction. Beneficiary may provide to the Rating Agency or prospective purchasers, transferees, assignees, participants or investors any information in its possession, including, without limitation, financial statements relating to Grantor, the secured premises and any tenant of the secured premises and Beneficiary may share such information with the investment banking firms, Rating Agencies, accounting firms, law firms and other third-party advisory firms involved with the Loan or the Securities. Grantor acknowledges that certain information regarding the Loan and the parties thereto and the secured premises may be included in a private placement memorandum, prospectus or other disclosure documents. Beneficiary shall be entitled to rely on the information supplied by or on behalf of Grantor. As used herein, "Rating Agency" shall mean any nationally recognized statistical agency selected by Beneficiary including, without limitation, Fitch Ratings, a service of Fitch, Inc., Moody's Investors Services, Inc., and/or S&P, collectively, and any successor to any of them; provided, however, that at any time during which the Secured Indebtedness is an asset of a securitization or is otherwise an asset of any rated transaction, "Rating Agency" shall mean the rating agency or rating agencies that from time to time rate the securities, certificates or other instruments issued in connection with such securitization or other transaction; and

(d) If any Secondary Market Transaction includes the preparation of a preliminary and final private placement memorandum, offering circular or prospectus, Grantor agrees to provide in connection with such Secondary Market Transaction, at a reasonable cost and expense of Beneficiary, a certificate certifying to Beneficiary that Grantor has carefully examined the portion of such memorandum, offering circular or prospectus relating solely to the

secured premises, any lease of the secured premises, the Loan and Grantor and that such sections will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they are made, not misleading with respect to the secured premises, any lease of the secured premises, the Loan or Grantor. Further, if any Secondary Market Transaction includes the preparation of such memorandum, offering circular or prospectus which requires disclosure about the secured premises, any lease of the secured premises or the Loan, GRANTOR HEREBY INDEMNIFIES BENEFICIARY AND BENEFICIARY'S OFFICERS AND DIRECTORS FROM AND AGAINST ANY LOSSES, CLAIMS, DAMAGES OR LIABILITIES TO WHICH BENEFICIARY OR BENEFICIARY'S OFFICERS OR DIRECTORS MAY BECOME SUBJECT (INCLUDING, WITHOUT LIMITATION, ANY LEGAL OR OTHER EXPENSES REASONABLY INCURRED BY THEM IN CONNECTION WITH INVESTIGATION OR DEFENDING ANY SUCH LOSS, CLAIM, DAMAGE OR LIABILITY) TO THE EXTENT ANY SUCH LOSS, CLAIM, DAMAGE OR LIABILITY IS BASED UPON ANY UNTRUE STATEMENT OF ANY MATERIAL FACT CONTAINED IN SUCH SECTIONS REVIEWED AND CERTIFIED BY GRANTOR OR IS BASED UPON THE OMISSION TO STATE THEREIN A MATERIAL FACT REQUIRED TO BE STATED IN SUCH SECTIONS OR NECESSARY IN ORDER TO MAKE THE STATEMENTS IN SUCH SECTIONS, IN LIGHT OF THE CIRCUMSTANCES UNDER WHICH THEY WERE MADE, NOT MISLEADING; provided however, that Grantor will be liable in any such case under the preceding indemnification only to the extent that any such loss, claim, damage or liability is based upon any such untrue statement or omission made therein in reliance upon and in conformity with information furnished to Mortgagee by or on behalf of Grantor. Nothing contained herein shall impose liability upon Grantor for any losses, claims, damages or liability arising out of or based upon an untrue statement of any material fact contained in any statement, report or document provided to Mortgagee on behalf of Grantor by a party who is not an affiliate of Grantor (a "Third Party Report") or arising out of or based upon the omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, unless Grantor has actual knowledge that such Third Party Report contains such untrue statement or omission. This indemnity agreement is in addition to any liability which Grantor may otherwise have. Grantor shall not terminate any lease of the secured premises without Beneficiary's prior written consent, which consent may be unreasonably withheld and Grantor hereby acknowledges that all leases of the secured premises which Grantor is a party or will be on the date hereof are in full force and effect.

34. Reserve Account; Grantor's Lease Obligations. Grantor shall faithfully and timely perform all of its obligations, if any, as landlord under all leases relating to the secured premises or any part thereof. At any time Grantor has any obligations under any leases to maintain, repair and/or replace any portion of the secured premises or any part thereof, Grantor shall maintain a segregated reserve account for the secured premises (the "Reserve Account") into which Grantor shall make monthly deposits of the amount set forth in the Loan Commitment. Grantor may, prior to a default under the Loan Documents, withdraw funds from the Reserve Account to satisfy its obligations as landlord under the leases with respect to

maintenance, repair and replacement of any structural component of the building or the secured premises pursuant to such requirements as shall be reasonably imposed by Beneficiary. All funds deposited into the Reserve Account are hereby pledged to Beneficiary, and Grantor hereby grants a continuing security interest in and to all such funds, to Beneficiary as additional security for the repayment of the Secured Indebtedness. Upon An Event of Default under the Loan Documents any funds remaining in the Reserve Account may, in Beneficiary's sole discretion and without notice to Grantor, be applied against the Secured Indebtedness. In the event that Grantor defaults beyond applicable grace and notice periods in any of its obligations under any lease relating to the secured premises or any part thereof, Beneficiary may, in addition to its other remedies hereunder and under the other Loan Documents, but shall not be obligated to, take such action and incur such costs as it, in its sole discretion, deems necessary to cure such default(s), whereupon, Grantor shall forthwith reimburse Beneficiary for such costs, together with interest thereon at the default rate of interest set forth in the Note, from the time incurred until paid in full. Grantor shall provide such proof as may be required by Beneficiary to insure compliance by Grantor of its obligations under this Section.

Grantor shall not terminate any lease of the secured premises without Beneficiary's prior written consent, which consent may be unreasonably withheld and Grantor hereby acknowledges that all leases of the secured premises are in full force and effect.

35. Single Purpose Entity/Separateness. Grantor represents, warrants and covenants as follows:

(a) Grantor does not own and will not own any asset or property other than (i) the secured premises and seven (7) other similar premises similarly encumbered with debt to Lender (the "Other Premises"), and (ii) incidental personal property necessary for the ownership or operation of such premises.

(b) Grantor will not engage in any business other than the ownership, management and operation of the secured premises and the Other Premises and Grantor will conduct and operate its business as presently conducted and operated.

(c) Grantor will not enter into any contract or agreement with any of the Individuals or any party which is directly or indirectly controlling, controlled by or under common control with Grantor or any of the Individuals (an "Affiliate"), except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with third parties other than any of the Individuals or Affiliate.

(d) Grantor has not incurred and will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the Secured Indebtedness, and (ii) trade and operational debt incurred in the ordinary course of business with trade creditors and in amounts as are normal and reasonable under the circumstances. No indebtedness other than the Secured Indebtedness may be secured (subordinate or pari passu) by the secured premises.

(e) Grantor has not made and will not make any loans or advances to any third party, nor to any of the Individuals, any Affiliate or any constituent party of Grantor.

(f) Grantor is and will remain solvent and Grantor will pay its debts from its assets as the same shall become due.

(g) Grantor has done or caused to be done and will do all things necessary, to preserve its existence, and Grantor will not, nor will Grantor permit any of the Individuals to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of organization, operating agreement, articles of incorporation, bylaws, trust or other organizational documents of Grantor or any of the Individuals in a manner which would adversely affect the Grantor's existence.

(h) Grantor will maintain books and records and bank accounts separate from those of its Affiliates and any constituent party of Grantor, and Grantor will file its own tax return.

(i) Grantor will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any Affiliate, any constituent party of Grantor or any of the Individuals).

(j) Grantor will preserve and keep in full force and effect its existence, good standing and qualification to do business in the state in which the secured premises is located.

(k) Grantor will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(l) Neither Grantor nor any constituent party of Grantor will seek the dissolution or winding up, in whole or in part, of Grantor, nor will Grantor merge with or be consolidated into any other entity.

(m) Grantor will not commingle the funds and other assets of Grantor with those of any Affiliate, any of the Individuals, any constituent party of Grantor or any other person.

(n) Grantor has and will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its of the Individuals assets from those of any constituent party of Grantor, Affiliate, of the Individuals or any other person.

(o) Grantor does not and will not hold itself out to be responsible for the debts or obligations of any other person (provided, that the foregoing shall not prevent Grantor from being and holding itself responsible for expenses incurred or obligations undertaken by the property manager of the secured premises in respect of its duties regarding the secured premises).

(p) Grantor shall obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Deed of Trust.

(q) Since inception of the Grantor, it has not owned any asset, conducted any business or operation, or engaged in any business other than the ownership and operation of the secured premises and the Other Premises. The Grantor has no debts or obligations other than normal trade accounts payable in the ordinary course of business, this Deed of Trust and the Loan, and such debts and obligations of a like nature as may exist on the Other Premises (the "Other Obligations"). Any other indebtedness or obligation of the Grantor other than the Other Obligations has been paid in full prior to or through application of proceeds from funding of the Loan.

36. Trustee.

(a) **Liability of Trustee.** Trustee shall not be liable for any error or judgment or act done by Trustee or be otherwise responsible or accountable under any circumstances whatsoever other than his own gross negligence, willful misconduct or fraud. Trustee shall not be personally liable for any damages resulting from entry on the secured premises by Trustee or anyone acting by virtue of the powers granted Trustee under this Deed of Trust or for debts contracted or liability or damages incurred in the management or operation of the secured premises. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by him hereunder and believed by him in good faith to be genuine. Trustee shall be entitled to reimbursement for reasonable expenses incurred by him in the performance of Trustee's duties under this Deed of Trust and to reasonable compensation for services rendered under this Deed of Trust. Grantor will, from time to time, reimburse Trustee for and save and hold Trustee harmless from and against any and all loss, cost, liability, damage and expense whatsoever incurred by him in the performance of Trustee's duties other than those arising from his own gross negligence, willful misconduct or fraud.

(b) **Substitution of Trustee.** Beneficiary may, at Beneficiary's option, from time to time, by written instrument, substitute a successor or successors to any Trustee named in this Deed of Trust or acting under this Deed of Trust, which instrument, when executed and acknowledged by Beneficiary and recorded in the office of the Recorder of the county in which the secured premises are located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers and duties of such predecessor Trustee, including, without limitation, the power to reconvey the secured premises. To be effective, such instrument must contain the name of the original Grantor, Trustee, and Beneficiary under this Deed of Trust, the book and page at which, and the county in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then-acting Trustee have been paid. Upon such payment, the then-acting Trustee shall

endorse receipt thereof upon the instrument of substitution. The procedure in this Deed of Trust for substitution of Trustees shall not be exclusive of other provisions for substitution provided by applicable law.

(c) Performance of Duties by Agents. Trustee may authorize one or more parties to act on his behalf to perform any ministerial functions required of him hereunder, including, without limitation, the transmittal, posting and filing of any notices.

37. JURISDICTION. THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS ARE SUBMITTED TO BENEFICIARY IN MICHIGAN AND SHALL BE DEEMED TO HAVE BEEN MADE THEREAT. GRANTOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF MICHIGAN FOR THE ENFORCEMENT OF ITS OBLIGATIONS IN CONNECTION HERewith AND IN CONNECTION WITH ITS OBLIGATIONS UNDER THE OTHER LOAN DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS. IN THE EVENT SUCH LITIGATION IS COMMENCED, GRANTOR AGREES THAT SERVICE OF PROCESS MAY BE MADE AND PERSONAL JURISDICTION OVER GRANTOR OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON GRANTOR'S APPOINTED AGENT FOR SERVICE OF PROCESS, AS DESIGNATED IN EXHIBIT "D" ATTACHED HERETO OR SUCH OTHER AGENT AS GRANTOR HEREAFTER DESIGNATES IN WRITING TO BENEFICIARY.

38. Miscellaneous Provisions.

A. Upon the occurrence of an Event of Default and following the acceleration of maturity as provided herein, a tender of payment of the amount necessary to satisfy the entire indebtedness secured hereby, made at or at any time prior to the foreclosure sale by Grantor, or by anyone in behalf of Grantor, shall constitute an evasion of the payment terms of the Note and shall be deemed to be a voluntary prepayment thereunder, and any such payment, to the extent permitted by law, will therefore include the premium required under the prepayment privilege contained in the Note, if any.

B. If Grantor shall fail to comply with any of the terms, covenants, and agreements contained herein or in any of the Loan Documents, or any other agreement now or at any time hereafter existing between Grantor and Beneficiary, then Beneficiary may (but shall not be obligated to), without further demand upon Grantor and without waiving or releasing Grantor from any such obligation, remedy such default for the account of Grantor. Grantor agrees to repay, upon demand by Beneficiary, all sums advanced by Beneficiary to remedy such defaults, together with interest at the default rate set forth in the Note. All such sums, together with interest as aforesaid, shall become additional indebtedness secured by this Deed of Trust and by the Loan Documents. No such payment by Beneficiary shall be deemed to relieve Grantor from any default or Event of Default hereunder.

C. In the event that Beneficiary (a) grants any extension of time or forbearance with respect to the payment of any indebtedness secured by this Deed of Trust; (b) takes other or additional security for the payment thereof; (c) waives or fails to exercise any right granted herein or under the Note or any Loan Document; (d) grants any release, with or without consideration, of the whole or any part of the security held for the payment of the debts secured hereby or the release of any person liable for payment of such debts; (e) amends or modifies, in any respect, any of the terms and provisions hereof of any of the Loan Documents; then and in any such event, such act or omission to act shall not release Grantor or any co-maker, surety, or guarantor, nor preclude Beneficiary from exercising any right, power, or privilege herein granted or intended to be granted in the event of any other default or Event of Default, nor in any way impair or affect the lien or priority of this Deed of Trust or of any other Loan Document.

D. Beneficiary and its authorized agents, representatives, and employees shall have the right, at the option of Beneficiary, to enter into the secured premises at all reasonable times on reasonable notice for the purpose of inspecting the same and, at the option of Beneficiary, following the expiration of applicable notice and cure periods, remedying any default or Event of Default, including, but not limited to, any failure on the part of Grantor to repair the secured premises.

E. In the event Grantor fails to perform any of its undertakings set forth in this Deed of Trust or the other Loan Documents, Beneficiary upon at least ten (10) days' prior written notice to Grantor and the opportunity to cure during such ten (10) day period (other than in the event of an emergency for which no notice or cure period shall be provided) may, but shall not be required to, perform the same, and any amounts expended by Beneficiary in so doing shall constitute indebtedness hereunder and shall be secured by this Deed of Trust and the other Loan Documents.

F. The relationship between Beneficiary and Grantor is and shall remain solely that of a Beneficiary and Grantor, and nothing contained herein, in the Loan Documents, or in any other agreement shall in any manner be construed as making Beneficiary and Grantor partners or joint venturers or as creating any relationship between Beneficiary and Grantor other than that of Beneficiary and Grantor.

G. The Notes or any part of the principal or interest thereof or any other item secured hereunder may be renewed or extended from time to time by Beneficiary at the request of the owners at that time of the secured premises or at the request of any party bound thereon, without the consent of or notice to other parties who are bound thereon or who have assumed or may hereafter assume payment thereof, and without releasing them from any liability then existing.

H. Grantor, upon request, made either personally or by mail or otherwise as specified herein, shall certify by a writing, duly acknowledged, to Beneficiary or to any proposed assignee of this Deed of Trust, the amount of principal and interest then owing on the Secured Indebtedness and whether or not, to the best knowledge of Grantor, any offsets or defenses exist against the Secured Indebtedness, within ten (10) days in case the request is made personally, or

within fifteen (15) days after the mailing of such request in case the request is made by mail or otherwise as allowed herein.

I. The obligations of this Deed of Trust and the Notes shall continue until the entire debt is paid, notwithstanding any action or actions of partial foreclosure which may be brought to recover any amount or amounts for installments of principal, interest, taxes, assessments, levies, late charges or insurance premiums due and payable under the provisions of this Deed of Trust. The right is hereby given by Grantor to Trustee and Beneficiary to make a partial release or releases of the secured premises (whether or not such releases are required by agreement among the parties) agreeable to Trustee and Beneficiary without notice to, or the consent, approval or agreement of other parties in interest, including junior lienors and purchasers subject to this lien, which partial release or releases shall not impair in any manner the validity or priority of this Deed of Trust on the secured premises remaining hereunder, nor release Grantor from personal liability for the indebtedness hereby secured. Trustee, upon default by Grantor, is hereby empowered to sell any part or parcel of the secured premises whether or not, in the judgment of Trustee, the proceeds of the part or parcel sold will be sufficient to satisfy the indebtedness secured hereby, and the provision shall govern the sale or sales of any part or parcel of the secured premises.

J. All of the covenants and conditions hereof shall run with the land and shall be binding upon the successors and assigns of Grantor and shall inure to the benefit of the successors and assigns of Beneficiary. Any reference herein to "Grantor" or "Beneficiary" or "Trustee" shall include their respective successors and assigns.

K. Beneficiary shall have authority, in its discretion, to employ agents and attorneys in the execution of this Deed of Trust and in protecting the interest of Beneficiary, and, to the extent permitted by law, the same shall be compensated, and all reasonable expenses in and about the employment shall be paid out of the proceeds of sale of the secured premises and the property and rights should a sale be had, and, all sums so paid out shall be recoverable to the extent permitted by law, by all remedies at law or in equity, by which the debt hereby secured may be recovered. Without limiting the foregoing, Grantor covenants to pay Beneficiary, promptly upon demand, any reasonable counsel fees or other costs or expenses incurred by Beneficiary in connection with the collection of the Secured Indebtedness, or in connection with litigation or threatened litigation arising from any cause whatsoever, respecting the rights of Beneficiary, or in any manner affecting the lien of this Deed of Trust, including such litigation as may concern the right to enforce this lien by any and all rights or remedies provided by law, including but not limited to, any reasonable counsel fees reasonably incurred in connection with litigation or threatened litigation which may be caused by the bankruptcy or the insolvency or the receivership of Grantor; and whenever in this Deed of Trust reference is made to the payment of "counsel fees" or other costs or expenses, such reference shall be construed to include such reasonable counsel fees, costs, and expenses as are referred to elsewhere in this Deed of Trust or in the Notes.

39. WAIVERS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND BENEFICIARY MUTUALLY, KNOWINGLY, VOLUNTARILY AND

INTENTIONALLY WAIVE THE RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS DEED OF TRUST AND ANY DOCUMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER WRITTEN OR ORAL) OR ACTIONS OF GRANTOR, BENEFICIARY OR ANY OTHER PERSON OR ENTITY RELATING HERETO OR THERETO.

40. "Loan Commitment" means that certain commitment letter from Beneficiary to Grantor dated February 1, 2002, as amended. "Promissory Note" means that certain Promissory Note from Grantor to Beneficiary of even date herewith in the original principal amount of \$1,625,629.00, the form of which is attached hereto as Exhibit "D" and incorporated herein by this reference.

41. The obligations of Grantor and the Individuals under this Deed of Trust are subject to the limitations on liability set forth in the Note.

42. Notwithstanding anything to the contrary contained in this Deed of Trust, Beneficiary may in its sole discretion permit a one time sale of the secured premises and assumption of the Loan if all of the following standards have been met to Beneficiary's satisfaction prior to any proposed sale and assumption of the Loan:

(a) Grantor shall have obtained Beneficiary's prior written approval of the proposed sale and assumption of the Loan;

(b) The proposed buyer of the secured premises is not a tenant of all or any portion of the secured premises and has experience in the operation of a project of a comparable size and for a comparable use and has a good reputation in the community;

(c) The proposed buyer has a net worth comparable to that of Grantor and sufficient to sustain Grantor's obligations under the Loan Documents;

(d) Beneficiary shall receive a mortgage assumption fee of one percent (1%) of the then unpaid principal balance of the Loan in the form of cash or certified or cashier's check; provided, however, there shall be no assumption fee within the first twelve (12) months after the date hereof;

(e) The proposed buyer is acceptable to Beneficiary in all respects;

(f) As of the date of any such sale of the secured premises Grantor shall not then be in default in the performance of any of its obligations under any of the Loan Documents; and

(g) The proposed buyer (and its principals) agree to assume all of Grantor's and the Individual's obligations under the Loan Documents in a form and content satisfactory to Beneficiary.

(h) There shall be no merger of the fee title to the secured premises and any leasehold interest or estate relating to the secured premises or any portion thereof.

43. Grantor hereby agrees to indemnify and hold Beneficiary harmless from any and all causes of action that arise from Grantor's ownership and use, and/or any tenant's use and occupancy, of the secured premises.

IN WITNESS WHEREOF, as of the ___ day of August, 2002, Grantor has caused this instrument to be duly executed under seal by their duly authorized officer(s), member(s) or other authorized representative(s), as the case may be, to be effective as of the date first above written.

WITNESSES:

BORROWER:

WB EQUITIES IV LLC,
a Delaware limited liability company

[Signature]
[Signature]

By: [Signature]
James J. Nizzo
Its: Managing Member

[Signature]
[Signature]

By: [Signature]
Ellen Spiros
Its: Managing Member

STATE OF NEW YORK)
COUNTY OF New York) ss.

I, Barbara Quinn, a Notary Public of the County and State aforesaid, do certify that, James J. Nizzo, personally appeared before me this day and acknowledged that he is a Managing Member of WB EQUITIES IV LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Managing Member.

Witness my hand and notarial stamp and seal this 23 day of August, 2002.

(Official Seal)

[Signature]
Notary Public

My Commission Expires: _____

BARBARA QUINN
Notary Public, State of New York
No. 30-4828318
Qualified in Nassau County
Commission Expires October 31, 2005

STATE OF NEW YORK)
COUNTY OF *New York*) ss.

I, *Barbara Quinn*, a Notary Public of the County and State aforesaid, do certify that, Ellen Spiros, personally appeared before me this day and acknowledged that she is a Managing Member of WB EQUITIES IV LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Managing Member.

Witness my hand and notarial stamp and seal this 23 day of August, 2002.

(Official Seal)

Barbara Quinn

Notary Public

My Commission Expires: _____

BARBARA QUINN
Notary Public, State of New York
No. 30-4828318
Qualified in Nassau County
Commission Expires October 31, 2005

EXHIBIT "A"

LEGAL DESCRIPTION OF THE SECURED PREMISES

Parcel 1:

Beginning at a point North 89°55'00" East along the Section line 668.13 feet and due south 1802.56 feet from the West Quarter Corner of Section 27, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence due South 155.59 feet; thence South 89°55'30" West 280.71 feet a point on the Easterly right-of-way of Decker Lake Drive (2200 West Street) said point also being on a curve to the Left, the radius point of which bears South 87°52'54" West 840.00 feet thence Northerly along said Right-of-Way line and the arc of said curve 151.81 feet through a central angle of 10°21'18"; thence North 77°31'35" East 24.16; thence North 89°55'30" East 276.37 feet to the point of beginning.

Containing 44815.64 Sq. Ft. or 1.03 Acres.

Parcel 2:

Those easements rights appurtenant to Parcel 1 as set forth in that certain Declaration of Easements, Restrictions and Maintenance recorded August 11, 2000 as Entry No. 7696788 in Book 8380 at Page 5672 of Official Records.

TAX ID# 15-27-351-028-0000

EXHIBIT "B"

PERMITTED EXCEPTIONS TO TITLE

1. A Notice of Intention to create a special improvement district for the extension of 2200 West known as the West Valley City Special Improvement District No. 94-1, recorded July 29, 1994 as Entry No. 5887031 in Book 6991 at Page 867 of Official Records, and may be subject to special assessments therein. At the date hereof, there are no delinquent charges or assessments due.
2. Ordinance 97-36; an amendment to Assessment Ordinance 95-55 as previously amended by Ordinance 96-67; providing for the Allocation of Assessments of properties in West Valley City, Utah – Special Improvement District No. 94-1 for the purpose of paying the costs of acquiring land and constructing and/or installing pavement, sidewalk, a traffic signal, storm drainage improvements, water and sewer lines, landscaping, the relocation of existing electrical transmission lines and completing any miscellaneous work necessary to complete improvements recorded July 14, 1997 as Entry No. 6689555 in Book 7710 and Page 169 of Official Records. At the date hereof, there are no delinquent charges or assessments due.
3. Declaration of Easements, Restrictions and Maintenance dated August 10, 2000 executed by Training Table Land & Holding Company, L.C., a Utah limited liability company, recorded August 11, 2000 as Entry No. 7696788 in Book 8380 at Page 5972 of Official Records.

EXHIBIT "C"

ADDRESSES AND TELECOPIER NUMBERS FOR NOTICES

If to Beneficiary:

Royal Indemnity Company
c/o Royal Investment Management Company
9300 Arrowpoint Boulevard
Charlotte, North Carolina 28273-8135
ATTN: Stephen A. Rozich

Telecopier Number: (704) 522-2210

With a copy to (which shall not constitute notice):

Honigman Miller Schwartz and Cohn LLP
32270 Telegraph Road
Suite 225
Bingham Farms, Michigan 48025
ATTN: Howard N. Luckoff, Esq.

Telecopier Number: (248) 566-8467

If to Grantor:

WB Equities IV LLC
14 Monterey Drive
Manhasset Hills, New York 11040-1030
ATTN:

Telecopier Number: (516) 627-0689

If to Trustee:

Stephen A. Rozich
Royal Investment Management Company
9300 Arrowpoint Boulevard
Charlotte, North Carolina 28273-8135

Telecopier Number: (704) 522-2210

GRANTOR'S AGENT FOR SERVICE OF PROCESS:

Jane Waldman, Esq.
Mandel Resnik & Kaiser, P.C.
220 East 42nd Street
New York, New York 10017
Telecopier Number: (212) 573-0067

C-2

OAK_AI545903.2 - WEST VALLEY CITY, UT - FEE

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EXHIBIT "D"

PROMISSORY NOTE

D-1

OAK_AI545903.2 - WEST VALLEY CITY, UT - FEE

BK8651 PG0692

PROMISSORY NOTE

\$1,625,629.00

Bingham Farms, Michigan
September _____, 2002

For value received, WB EQUITIES IV LLC, a Delaware limited liability company ("Borrower"), promises to pay to the order of ROYAL INDEMNITY COMPANY, at its office located c/o Royal Investment Management Company, 9300 Arrowpoint, Charlotte, North Carolina 28273-8135, its successors and assigns ("Lender"), or at such other place as Lender may from time to time specify, the principal sum of One Million Six Hundred Twenty-Five Thousand Six Hundred Twenty Nine Dollars (\$1,625,629.00) with interest on any part thereof at any time unpaid at the rate of 8.25% per annum (the "Interest Rate"), except as set forth below in the event of certain defaults, which principal and interest shall be paid as follows:

- (1) Interest only shall be paid in advance on the date hereof for the period until September 14, 2002; and
- (2) 59 combined payments of principal and interest in the amount of \$11,310.40 each on October 15, 2002 and on the 15th day of each month thereafter through and including September 15, 2007; and
- (3) 60 combined payments of principal and interest in the amount of \$12,441.43 each on October 15, 2007 and on the 15th day of each month thereafter through and including September 15, 2012; and
- (4) 60 combined payments of principal and interest in the amount of \$13,685.56 each on October 15, 2012 and on the 15th day of each month thereafter through and including September 15, 2017; and
- (5) 60 combined payments of principal and interest in the amount of \$15,054.13 each on October 15, 2017 and on the 15th day of each month thereafter through and including September 15, 2022; and
- (6) 60 combined payments of principal and interest in the amount of \$16,559.52 each on October 15, 2022 and on the 15th day of each month thereafter through and including September 15, 2027 (the "Due Date"), when the entire outstanding principal, and any accrued interest shall be due and payable.

All payments received hereunder shall be applied first to accrued interest, next to unpaid escrow or other charge(s) owing pursuant to any of the Loan Documents (as defined in the Deed of Trust [as hereinafter defined]) and the remainder, if any, to principal. All interest payable hereunder shall be calculated on the basis of a 360-day year consisting of twelve months of thirty (30) days each.

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During any period in which there is a default under any of the Loan Documents, the outstanding principal amount hereof shall bear interest for the entire period in which such default exists at a rate which is equal to Five Percent (5%) in excess of the Interest Rate (the "Default Rate"). Borrower shall also pay to Lender a late charge equal to Four Percent (4%) of each payment due hereunder that is not received by Lender within ten (10) days after the due date of such payment. For purposes of computing the late charge, the interest component of each late payment shall be computed at the Interest Rate and not at the Default Rate. Borrower shall be liable for late charges in addition to default interest, and all such charges and default interest, if any, shall be paid with the next regular payment that falls due after such charges and/or default interest are incurred.

Upon the occurrence of an Event of Default, the entire principal of this Promissory Note remaining at that time unmaturing, together with the accrued interest thereon and all other sums due under this Promissory Note, shall, at the election of Lender and without notice of such election and without demand or presentment, become immediately due and payable, anything contained herein or in the Deed of Trust to the contrary notwithstanding.

Upon an Event of Default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued and unpaid interest hereunder and all other sums due under this Promissory Note to be immediately due and payable, nor failure to exercise any other right or remedy Lender may have for the occurrence of an Event of Default, nor the acceptance by Lender of late payments, nor the failure of Lender to demand strict performance of any obligation of Borrower or of any other person who may be liable hereunder, shall constitute a waiver of any such rights while such Event of Default continues, nor a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable hereunder. Further, acceptance by Lender of partial payments following due acceleration of the indebtedness evidenced hereby shall not constitute a waiver by Lender of the acceleration of such indebtedness.

At no time shall the interest charged hereunder be greater than the highest rate of interest allowed by applicable law. Payments received by Lender which would otherwise cause the interest rate to exceed such highest allowable interest rate shall, to the extent of such excess, be deemed principal payments. If Lender shall reasonably determine that the legal authority to charge the applicable interest rate hereunder has been adjudicated to be usurious or otherwise limited by law, the Interest Rate shall be reduced to the highest rate then permitted to be charged and the appropriate adjustment shall be made hereunder.

Borrower and any other person who may be liable hereunder as endorser, maker, guarantor, accommodation party, acceptor or otherwise, waive presentment, protest and demand, notice of protest, demand, dishonor and nonpayment of this Promissory Note, and consent that Lender may extend the time of payment or otherwise modify the terms of payment of any part or the whole of the debt evidenced by this Promissory Note, and may modify the terms of any instrument securing or otherwise related to this Promissory Note, at the request of any person liable hereon in any capacity, and such consent shall not alter or diminish the liability of any other person for the debt evidenced hereby.

Borrower and any other person who may be liable hereunder in any capacity, agree(s) to pay all reasonable costs of collection, including reasonable attorney fees, in case the principal of this Promissory Note or any payment of interest thereon is not paid at the respective maturity thereof, or in case it becomes necessary to protect the security for this Promissory Note, whether suit is brought or not.

Borrower may, upon sixty (60) days prior written notice to Lender, pay the indebtedness evidenced herewith in full (but not in part) at any date when principal and/or interest becomes due and payable; provided, however, that (i) no prepayment shall be permitted prior to the date that is one (1) year from the date the first regularly scheduled payment of principal and interest is due under this Promissory Note, and (ii) at the time of making such payment, a prepayment premium equal to the greater of (a) one percent (1%) of the then outstanding principal balance due and owing under this Promissory Note, or (b) Lender's Yield Maintenance, shall be paid to Lender upon any prepayment of the Loan (as defined in the Deed of Trust). The prepayment premium, where applicable, shall be paid under all circumstances under which the Loan is prepaid prior to the Due Date, whether voluntary or involuntary, or results from an acceleration of this Promissory Note by Lender as permitted herein or under any of the Loan Documents. The additional consideration due in connection with a prepayment hereunder is intended to compensate Lender for the loss of interest that Lender may incur upon reinvestment of the amount prepaid for the remaining term of this Promissory Note, and is not intended as a penalty.

For purposes hereof, "Yield Maintenance" means (a) the "Present Value" (as hereinafter defined) of (i) Borrower's monthly installments under this Promissory Note from the date of the prepayment of this Promissory Note to, but not including, the Due Date; plus (ii) the outstanding unpaid interest and principal due under this Promissory Note on the Due Date, including all other charges and expenses due Lender in accordance with the terms and conditions contained in this Promissory Note; less, (b) the amount of the prepayment; plus (c) the amount, as reasonably determined by Lender, of Lender's reasonable out-of-pocket costs and expenses of reinvesting the amount of the prepayment, including, but not limited to, transaction and processing fees and costs, reasonable legal fees, brokerage expenses and Lender's actual and reasonable expenses incurred in terminating any service agreement relating to the Loan (as defined in the Loan Documents). "Present Value" will be computed on a monthly basis as of the date of prepayment, at a yield equal to the most current weeks "Treasury Constant Maturity" rate for the term most equal to, but not greater than, the number of years remaining in the term of this Promissory Note (as published in document H.15(519) issued by the Board of Governors of the Federal Reserve System) prior to receipt by Lender of Borrower's notice of the intended prepayment.

Except as expressly provided below and except for their obligations under the Guaranty and Indemnification Agreement executed by Borrower and James J. Nizzo (the "Individual") on even date herewith (the "Guaranty"), the liability of Borrower shall at all times be limited to its interest in the secured premises (as hereafter defined), the rents, issues and profits of the secured premises, and any other property pledged as security for the payment of the Loan, and Lender shall take no action against Borrower and the Individual except such action as may be necessary at law or in equity to subject the property pledged as security for the payment of the Loan to the satisfaction of the Promissory Note and the other Loan Documents. Notwithstanding the foregoing, Borrower and the Individual acknowledge that Lender is relying upon the truth of the

statements made by Borrower and the Individual in making the Loan to Borrower. Borrower and the Individual absolutely and unconditionally and jointly and severally agree that if they (or any one of them) (a) falsified any of the statements contained in the Loan Commitment (as defined in the Deed of Trust), in the Loan Documents or any of the other documents or items furnished to Lender in connection with the Loan, or if those statements shall hereafter prove to have been untrue in any respect as of the date hereof or as of the date made, and/or (b) directly or indirectly direct and/or cause any tenant of the secured premises not to pay any rent to Lender, then Borrower and the Individual shall be absolutely and unconditionally and jointly and severally liable for all of Borrower's obligations under the Loan Documents, without regard to any limitations on liability which may be set forth in any of the Loan Documents. In addition Borrower and the Individual shall be absolutely and unconditionally and jointly and severally liable for (i) the payment of taxes, assessments, insurance premiums (including penalties and interest) which are due or assessed with respect to the secured premises prior to the time Lender takes actual possession and control of the secured premises and any rents and profits of the secured premises collected by or on behalf of Borrower after the occurrence of a default under the Loan Documents; (ii) all expenses for which Borrower is obligated to pay under the Loan Commitment; (iii) all losses sustained by Lender as a result of Borrower's misapplication of condemnation or insurance proceeds or security deposits; (iv) all losses sustained by Lender as a result of any fraud or misrepresentation on the part of Borrower, the Individual, their employees, agents or representatives; (v) all losses sustained by Lender for Borrower's failure to apply rents and other income of the secured premises for the necessary maintenance and operation of the secured premises and/or payment of the debt service of the Loan (provided, except for (i) above, there is sufficient rent or other income from the secured premises to apply to such maintenance or operation or debt service); (vi) all costs and expenses incurred by Lender as a result of the presence of, removal of, or production of, any materials, wastes, constituents or substances defined or classified as hazardous or toxic, or defined as environmental problems, under Federal law, state or local laws or regulations which are contained or released on the secured premises prior to the time Lender takes actual possession and control of the secured premises; (vii) all losses sustained by Lender as a result of any amendments or modifications to and/or termination of any lease and/or any guaranty of any lease with respect to all or any portion of the secured premises made without Lender's prior written consent; (viii) any sums expended by Lender in fulfilling the obligations of Borrower, as lessor, under any leases with respect to all or any portion of the secured premises; (ix) any loss due to waste of the secured premises or any portion thereof, and all costs, including reasonable attorneys fees, incurred by Lender to protect the secured premises and any other security for the Loan, or to enforce any of the Loan Documents; (x) any loss sustained by Lender as a result of Borrower's failure to maintain the insurance coverage set forth in the Loan Documents; (xi) any and all costs incurred by Lender in order to cause the secured premises to comply with the provisions of The Americans with Disabilities Act for which Borrower is obligated to comply pursuant to the Lease (as defined in the Deed of Trust); (xii) any rents that are collected more than one (1) month in advance other than by Lender; and (xiii) any losses sustained by Lender as a result of Borrower's failure to maintain and fund the Reserve Account (as defined in the Commitment Letter), if any, and/or any funds withdrawn from the Reserve Account, if any, in violation of the Loan Documents.

In no event shall Borrower be required to make any payment hereunder which would violate any applicable law regulating or limiting the rate of interest that Lender may lawfully

collect. In the event any such payment is made by or for the account of Borrower, such payment shall, to the extent it exceeds the maximum payment that Lender lawfully may collect, be applied toward reduction of the principal balance hereof.

This Promissory Note is secured by a Deed of Trust, Security Agreement and Fixture Filing of even date herewith which is a lien upon real property in Salt Lake County, Utah (the "Deed of Trust") ("secured premises") and evidences a Loan pursuant to the Loan Commitment and the Loan Documents.

Borrower and Lender each acknowledge and agree that it may have a constitutional right to a jury trial in connection with any claim, dispute or lawsuit arising between them, but that such right may be waived. Accordingly, each of Borrower and Lender agree that it shall be in its best interest to waive its right to a jury trial, and, accordingly, hereby waives such right to a jury trial, and further agrees that the best forum for hearing any claim, dispute or lawsuit, if any, arising out of or in connection with the Loan, this Promissory Note, the Deed of Trust or the other Loan Documents shall be a court of competent jurisdiction sitting without a jury.

This Promissory Note shall be construed in accordance with the laws of the State of Michigan.

[Balance of this page intentionally left blank.]

IN WITNESS WHEREOF, Borrower has duly executed this instrument to be effective as of the date first written above, and if Borrower is other than a natural person, Borrower has caused this instrument to be duly executed by its duly authorized officer(s), partner(s) or other authorized representative(s), as the case may be.

WITNESSES:

BORROWER:

WB EQUITIES IV LLC,
a Delaware limited liability company

By: _____
James J. Nizzo
Its: Managing Member

By: _____
Ellen Spiros
Its: Managing Member

BORROWER'S EIN: 30-0019581

STATE OF NEW YORK)
) ss.
COUNTY OF)

I, _____, a Notary Public of the County and State aforesaid, do certify that, James J. Nizzo, personally appeared before me this day and acknowledged that he is a Managing Member of WB EQUITIES IV LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Managing Member.

Witness my hand and notarial stamp and seal this ____ day of August, 2002.

(Official Seal)

Notary Public

My Commission Expires: _____

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STATE OF NEW YORK)
) ss.
COUNTY OF)

I, _____, a Notary Public of the County and State aforesaid, do certify that, Ellen Spiros, personally appeared before me this day and acknowledged that she is a Managing Member of WB EQUITIES IV LLC, a Delaware limited liability company, and that by authority duly given and as the act of the limited liability company, the foregoing instrument was signed in its name by its Managing Member.

Witness my hand and notarial stamp and seal this ____ day of August, 2002.

(Official Seal)

Notary Public

My Commission Expires: _____