

PREPARED BY AND AFTER
RECORDING RETURN TO:
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APN: 34-201-001

FOR RECORDERS USE ONLY

DEED OF TRUST, SECURITY AGREEMENT, AND FIXTURE FILING

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") made as of the 23rd day of February, 2015 by 8TH AVENUE INVESTMENT, LLC, a California limited liability company ("8th Avenue") and SDBW, LLC, a New York limited liability company ("SDBW") (8th Avenue and SDBW, jointly and severally, the "Trustor"), to FIRST AMERICAN TITLE INSURANCE AGENCY, LLC, 215 South State, Suite 280, Salt Lake City, UT 84020 ("Trustee") for the benefit of MTL INSURANCE COMPANY, an Illinois corporation ("Beneficiary").

W I T N E S S E T H:

That Trustor is justly indebted to Beneficiary for money borrowed in the amount of \$1,200,000.00 as evidenced by a Promissory Note in the original principal amount of \$1,200,000.00 (which promissory note together with any and all other notes executed and delivered in substitution, renewal, or extension thereof, in whole or in part, are collectively referred to as "Note") executed by Trustor of even date herewith in favor of Beneficiary. The principal amount of Note, interest due thereon, any applicable prepayment premium provided for in the Note, and any other sums due from Trustor hereunder are collectively referred to as "Indebtedness".

NOW, THEREFORE, Trustor, to secure the payment of Indebtedness and the performance of the terms, covenants, conditions and agreements contained herein and in Note, and any other document executed and delivered to secure the Indebtedness (collectively "Other Loan Documents"), DOES, by these presents, DEED OF TRUST, GRANT, SELL, ASSIGN AND CONVEY unto Trustee, in Trust for the benefit of Beneficiary, with power of sale, the

following described land situated in the City of American Fork, County of Utah and State of Utah described on Exhibit A attached hereto ("Land"):

TOGETHER WITH (collectively "Other Interests"):

A. All right, title and interest of the Trustor including any after-acquired title or reversion, in and to the beds of ways, roads, streets, avenues and alleys adjoining Land.

B. All and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights (the "Water Rights"), other rights, liberties and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof.

C. All buildings and improvements of every kind and description now or hereafter located or placed upon Land ("Improvements") and all materials intended for construction, reconstruction, alteration and repairs of Improvements all of which materials shall be deemed a part thereof immediately upon the delivery of same, and all fixtures and articles of personal property now or hereafter owned by the Trustor and attached to or contained in and used in connection with Land and Improvements, including but not limited to all cranes and craneways, furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, all plans and specifications with respect to the Improvements, all licenses, permits and approvals with respect to the Land and/or the Improvements and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to Improvements in any manner, excepting therefrom, however, any furniture, fixtures, equipment and articles of personal property, regardless of the manner or mode of attachment, belonging to any present or future tenant or lessee of Land and Improvements (any reference hereafter made to furniture, fixtures, equipment or personal property shall be deemed to exclude the same); IT BEING MUTUALLY AGREED that all the aforesaid property owned by Trustor and placed by it on Land and Improvements shall, so far as permitted by law, be deemed to be fixtures and a part of the realty and security for the payment of Indebtedness and, as to any such property not deemed to be fixtures and a part of "Mortgaged Premises" (hereafter defined), this Deed of Trust shall be and is a security agreement for the purpose of establishing a security interest in said property, pursuant to the Uniform Commercial Code of the State of Utah, and additional security for the payment of Indebtedness and the performance of all other obligations of Trustor herein.

D. All rents, issues, proceeds and profits accruing and to accrue from Mortgaged Premises and all right, title and interest of Trustor in and to any and all leases approved by Beneficiary now or hereafter on or affecting Mortgaged Premises, whether written or oral, and all other leases and agreements for the use thereof ("Leases"), together with all security therefore and all monies payable thereunder, subject, however, to the conditional permission of Beneficiary given to Trustor to collect, receive, take, use and enjoy the rentals, issues, proceeds and profits to be paid pursuant thereto.

E. All:

(1) proceeds heretofore or hereafter paid to Trustor and all subsequent owners of Mortgaged Premises (“Proceeds”) by reason of loss or damage by fire and such other hazards, casualties and contingencies (“Casualty”) insured pursuant to “Insurance Policies” (hereafter defined); and

(2) all awards and other compensation heretofore or hereafter to be made to Trustor and all subsequent owners of Mortgaged Premises (“Awards”) for any taking by condemnation or eminent domain proceedings, either permanent or temporary (“Condemnation”), of all or any part of Mortgaged Premises or any easement or appurtenance thereof, including consequential damage and change in grade of streets;

which Proceeds or Awards are hereby assigned to Beneficiary. Trustor hereby appoints Beneficiary its attorney-in-fact, coupled with an interest, and authorizes, directs and empowers such attorney-in-fact, at its option, on behalf of Trustor, its personal representatives, successors and assigns, to adjust or compromise the claim for Proceeds or Awards and to collect and receive the proceeds thereof, to give proper receipts and acquittances therefore and, after deducting expenses of collection, to apply the net proceeds received therefrom as a credit upon any part, as may be selected by Beneficiary, of Indebtedness, notwithstanding that the amount owing thereon may not then be due and payable or that the same is otherwise adequately secured.

The Land, Improvements and Other Interests are herein collectively referred to as the “Mortgaged Premises”.

TO HAVE AND TO HOLD the Mortgaged Premises unto Beneficiary, its successors and assigns, forever, for the uses and purposes herein set forth together with all right to possession of the Mortgaged Premises after the occurrence of a Default (as hereinafter defined); the Trustor hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State of Utah.

TRUSTOR COVENANTS that it is lawfully seized of the Mortgaged Premises, and that it has good right, full power and lawful authority to convey and Deed of Trust the same, and that it will warrant and forever defend the Mortgaged Premises and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if and when Trustor shall pay in full when due Indebtedness and shall duly and timely perform all of the terms, covenants, conditions and agreements contained herein and in the Note and Other Loan Documents provided to be performed and observed by the Trustor, then this Deed of Trust, Note, and Other Loan Documents, shall be released, at the sole cost and expense of Trustor, otherwise the same shall be and remain in full force and effect.

TRUSTOR HEREBY FURTHER COVENANTS AND AGREES WITH TRUSTOR AND BENEFICIARY AS FOLLOWS:

1. PRIORITY OF LIEN AND SUBORDINATE ENCUMBRANCES: This Deed of Trust is and shall remain a valid first Deed of Trust lien on the Mortgaged Premises until the payment in full of Indebtedness. Without the specific prior written consent of Beneficiary, Trustor shall not create or suffer or permit any Deed of Trust, lien, charge or encumbrance to attach to or be filed against the Mortgaged Premises, whether such lien or encumbrance is inferior or superior to the lien of this Deed of Trust, including mechanic's liens, materialmen's liens, or other claims for lien made by parties claiming to have provided labor or materials with respect to the Mortgaged Premises, subject to Trustor's rights under Paragraph 13 hereof.

2. SUBROGATION: To the extent Beneficiary, following the date hereof, pays any sum due pursuant to any provision of law, instrument or document establishing any lien prior or superior to the lien of this Deed of Trust, Beneficiary shall have and be entitled to a lien on Mortgaged Premises equal in parity to that discharged and Beneficiary shall be subrogated to, receive and enjoy all rights and liens possessed, held or enjoyed by the holder of such lien, which shall remain in existence and benefit Beneficiary to secure the payment of Indebtedness. Beneficiary shall be subrogated, notwithstanding its release of record, to Deed of Trusts, Trust deeds, superior titles, vendors' liens, and other liens, charges, encumbrances, rights and equities on Deed of Trust Premises to the extent that any obligation thereunder is paid or discharged from the principal sum secured hereby.

3. PROMPT PAYMENT OF INDEBTEDNESS AND PERFORMANCE OF COVENANTS: Trustor shall promptly pay Indebtedness at the times and in the manner provided in Note and this Deed of Trust and duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on Trustor's part to be performed or observed as provided herein, in the Note and in Other Loan Documents. Trustor shall have the privilege of making prepayments on the principal of the Note (in addition to the required payments thereunder) only at the times, and upon payment of the prepayment premium, in accordance with the terms and conditions set forth in the Note, but not otherwise.

4. TAX AND INSURANCE DEPOSITS AND APPLICATION: In addition to the payment of Indebtedness, Trustor shall, unless waived in writing by Beneficiary, pay to Beneficiary, concurrently with the payments required pursuant to Note, an amount equal to the real estate taxes and special assessments, if any, next due on Mortgaged Premises, plus the premiums that will next become due and payable on Insurance Policies, as reasonably estimated by Beneficiary, less all sums already paid therefore, divided by the number of months to elapse before one month prior to the date when such taxes, assessments and premiums will become delinquent. Funds held by Beneficiary, or its duly authorized agent under the provisions of this paragraph, will be held in Trust to pay real estate taxes, assessments and insurance premiums when the same become due and payable, however Beneficiary shall not be required to keep such funds separate and apart from any other funds held by Beneficiary, or its duly authorized agent, and no interest will accrue or be allowed to Trustor on such funds. Any such funds held by the Beneficiary, or its duly authorized agent, under the provisions of this paragraph shall be timely paid by the Beneficiary, or its duly authorized agent, to pay the real estate taxes and special

assessments, if any, and the premiums on the Insurance Policies, unless a Default has occurred which remains uncured.

In the event the amount deposited with Beneficiary as required in the paragraph immediately preceding this paragraph shall not be sufficient to pay said real estate taxes, assessments or insurance premiums in full when due, Trustor shall deposit with Beneficiary or its duly authorized agent, an amount sufficient to pay the same. Default in making any of the said payments required for the purpose of providing funds for the payment of taxes, assessments and insurance premiums as aforesaid shall at the option of Beneficiary mature the entire Indebtedness secured hereby.

In the event the amount deposited with Beneficiary as hereinabove required exceeds the amount required to pay such real estate taxes, assessments and insurance premiums, the surplus shall, provided no Default shall exist, at the option of Beneficiary, either be refunded to Trustor, or be applied against future real estate taxes, special assessments and insurance premiums, and the amount of estimated monthly payments due from Trustor shall be adjusted to reflect such application.

At such time as Indebtedness is to be paid in full, whether by reason of maturity or Trustor's election to prepay Indebtedness as provided in Note, the Beneficiary shall apply, as a credit against Indebtedness, all funds held by it pursuant to this Paragraph 4.

If as a result of a Default, Mortgaged Premises are sold, foreclosed upon or Beneficiary acquires Mortgaged Premises otherwise after such Default, it shall apply, at the time of commencement of such proceedings, or at the time Mortgaged Premises are otherwise acquired, the balance then remaining of the funds accumulated under the provisions of this paragraph, as a credit against the amount of said principal sum then remaining unpaid under Note.

5. PAYMENT OF TAXES AND OTHER IMPOSITIONS: Subject to the provisions of Paragraphs 4 and 13 hereof, Trustor shall promptly pay, when due and payable, all ground rents, if any, and all taxes and assessments (general and special), water and sewer charges, public impositions, levies, dues and other charges, of whatever nature (collectively "Impositions"), which are now or shall hereafter be levied or assessed or which may otherwise be or become a lien upon or against Mortgaged Premises, or any part thereof, other than matters expressly permitted herein. Trustor shall cause Mortgaged Premises to be separately taxed for real estate tax purposes.

6. INSURANCE POLICIES, SETTLEMENT OF CLAIMS, AND APPLICATION OF PROCEEDS:

Insurance Policies: Until Indebtedness is fully paid, Trustor shall keep Mortgaged Premises continuously insured against Casualty in such amounts and with such limits, as Beneficiary may from time to time reasonably require, and in any event maintain the following described policies of insurance (the "Insurance Policies"):

- a). All-risk casualty insurance, provided by an insurance carrier or carriers rated A Class VIII or better by A.M. Best's, for an amount equal to the full replacement cost of the Improvements, written on a replacement cost basis or with a replacement cost endorsement, and shall have attached thereto a Standard Non-Contributory Deed of Trust clause containing a thirty (30) day cancellation provision, and an Agreed Amount Endorsement (at the time of the execution and delivery hereof) a Contingent Liability From Operation of Building Laws Endorsement, a Demolition Cost Endorsement, an Increased Cost of Construction Endorsement and such other endorsements as Beneficiary may require, provided that, if at any time Beneficiary disagrees with Trustor's estimate of replacement cost, Trustor shall provide at Trustor's expense, an insurance appraisal, prepared by an insurance appraiser approved in advance of the appraisal work by Beneficiary, establishing the full replacement cost in a manner satisfactory to such insurance carrier;
- b). Commercial general liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate showing Beneficiary as an additional insured;
- c). Rental insurance in an amount at least equal to the total of (i) rent payable by tenants of the Mortgaged Premises for six (6) months; (ii) the amount of annual Impositions on the Mortgaged Premises; and (iii) the aggregate of premiums due or to become due on Insurance Policies for the then current year, all of which rental insurance shall be payable over a period not in excess of six (6) months following the event causing such insurance to be payable;
- d). Flood insurance, sprinkler insurance, and boiler and machinery insurance, whenever Beneficiary notifies Trustor in writing that in Beneficiary's reasonable opinion such insurance is necessary and available, and specifying the amounts and any other reasonable specifications for such coverage; and
- e). Such other insurance as may be deemed reasonably necessary by Beneficiary from time to time.

All Insurance Policies shall be in form, companies and amounts reasonably satisfactory to Beneficiary. All Insurance Policies insuring against Casualty, rent loss and other appropriate policies shall at all times, prior to and during foreclosure and at any time prior to confirmation of a foreclosure sale, include standard non-contributory Beneficiary clauses in favor of and with loss payable to Beneficiary, as well as standard waiver of subrogation endorsements; shall name Beneficiary as an additional insured and loss payee; shall provide that the coverage shall not be terminated or materially modified without thirty (30) days prior advance written notice to Beneficiary; and shall provide that no claims shall be paid thereunder without ten (10) days' advance written notice to Beneficiary. Trustor will deliver all Insurance Policies, premiums prepaid, to Beneficiary; and, in case of Insurance Policies about to expire, Trustor shall deliver renewal or replacement policies not less than thirty (30) days prior to the expiration date thereof. All Insurance Policies shall continue to be held by Beneficiary until the Indebtedness shall have

been paid in full. Trustor shall pay to Beneficiary a penalty of One Thousand Dollars (\$1,000.00) each time the renewal or replacement Insurance Policies are not delivered to Beneficiary together with evidence of payment of premiums within the earlier of ten (10) days after the Trustor has received written notice from Beneficiary that renewal or replacement Insurance Policies have not been received, or the expiration date of such Insurance Policies.

Unless Trustor provides Beneficiary evidence of the insurance coverages required hereunder, Beneficiary may purchase insurance at Trustor's expense to cover Beneficiary's interest in the Mortgaged Premises. The insurance may, but need not, protect Trustor's interest. The coverages that Beneficiary purchases may not pay any claim that Trustor makes or any claim that is made against Trustor in connection with the Mortgaged Premises. Trustor may later cancel any insurance purchased by Beneficiary, but only after providing Beneficiary with evidence that Trustor has obtained insurance as required by this Deed of Trust. If Beneficiary purchases insurance for the Mortgaged Premises, Trustor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which Beneficiary may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance Trustor may be able to obtain on its own.

In case of sale pursuant to foreclosure of this Deed of Trust or other transfer of title to the Mortgaged Premises and extinguishment of the Indebtedness, complete title to all Insurance Policies and any other insurance policies held by Beneficiary with respect to the Mortgaged Premises, and to all prepaid or unearned premiums thereon shall pass to and vest in the purchaser or grantee. Beneficiary shall not by reason of accepting, rejecting, approving or obtaining insurance incur any liability for payment of losses.

Settlement of Claims: Trustor will give Beneficiary prompt notice of any Casualty causing loss or damage to the Mortgaged Premises. In case of loss or damage covered by any of the Insurance Policies, Beneficiary (or, after entry of decree of foreclosure, the purchaser at the foreclosure sale or decree creditor, as the case may be) may at its option either (a) settle and adjust any claim under such Insurance Policy without the consent of Trustor, or (b) allow Trustor to settle and adjust such claim with the consent of Beneficiary, provided that in either case, Beneficiary shall, and is hereby authorized to collect and receipt for any Proceeds; and the expenses incurred by Beneficiary in the adjustment and collection of Proceeds shall be so much additional Indebtedness secured hereby, and shall be reimbursed to Beneficiary upon demand or may be deducted by Beneficiary from Proceeds prior to any other application thereof. Each insurance company which has issued an Insurance Policy is hereby authorized and directed to make payment for all losses covered by such Insurance Policy to Beneficiary alone, and not to Beneficiary and Trustor jointly.

Application of Proceeds: In the event of a Casualty, if no Default has occurred, nor has any event occurred which with the giving of notice (if required) and/or passage of time would constitute a Default, the Proceeds shall, at the option of Beneficiary, either be applied in reduction of the Indebtedness, whether due or not, or be held by Beneficiary and used to reimburse Trustor for the cost of the rebuilding or restoring of the Mortgaged Premises.

In the event Beneficiary applies the Proceeds to the Indebtedness and the Proceeds do not discharge the Indebtedness in full, if a Default has occurred which remains uncured, then the balance of Indebtedness shall become immediately due and payable with interest thereon at the Default Rate; provided, however, no prepayment premium shall be due in connection therewith.

In the event Beneficiary elects to permit the use of the Proceeds for rebuilding or restoring Mortgaged Premises, Mortgaged Premises shall be so rebuilt or restored so as to be as similar, as is reasonably possible, to the condition which existed prior to such Casualty. Proceeds shall be made available to Trustor, from time to time, upon the delivery to Beneficiary of satisfactory evidence of the estimated cost of completing such rebuilding or restoration, together with such architect's certificates, contractor's sworn statements, waivers of lien and other evidence of cost and payments as Beneficiary may reasonably require and approve. No payment made prior to final completion of such repair or restoration shall exceed ninety per cent (90%) of the value thereof, and at all times, the undisbursed balance of the Proceeds shall be at least sufficient to pay for the cost of completion thereof, free and clear of liens. In the event the Proceeds are insufficient to cover the cost of such rebuilding or restoring, Trustor shall pay such excess costs prior to any disbursement of the Proceeds to it. Any surplus of the Proceeds, after the payment of all costs of rebuilding or restoring shall, at the option of Beneficiary, be applied on account of the Indebtedness or paid to Trustor.

7. CONDEMNATION: In the event Mortgaged Premises, or any part thereof, is taken by Condemnation, Beneficiary is hereby authorized to settle and adjust any Awards with the consent of Trustor and Beneficiary is hereby empowered to collect and receive any Awards. The Awards shall, at the option of Beneficiary, either be applied in reduction of the Indebtedness, whether due or not, or be held by Beneficiary and used to reimburse Trustor for the cost of rebuilding or restoring the Mortgaged Premises.

In the event Beneficiary elects to permit the use of such Awards to rebuild or restore the Mortgaged Premises, the Mortgaged Premises shall be so restored or rebuilt as to be of at least equal value and substantially the same character as prior to such condemnation, and Trustor shall be entitled to payment out of the Awards, from time to time, pursuant to a construction escrow established between Trustor and Beneficiary, upon Beneficiary being furnished with satisfactory evidence of the estimated cost of completion thereof and with such architect's certificates, waivers of liens, contractor's sworn statements and other evidence of cost and of payments as Beneficiary may reasonably require and approve. No payment made prior to the final completion of the work shall exceed ninety percent (90%) of the value of work performed from time to time, and at all times the undisbursed balance of said Awards remaining in hands of Beneficiary shall be at least sufficient to pay for the cost of completion of such work free and clear of liens.

In the event Beneficiary applies any Awards to the Indebtedness and such Awards do not discharge the Indebtedness in full, if a Default has occurred which remains uncured, then the balance of the Indebtedness shall become immediately due and payable with interest thereon at the Default Rate; provided, however, no prepayment premium shall be due in connection therewith.

8. INTENTIONALLY OMITTED:

9. BENEFICIARY'S LIABILITY FOR COLLECTION OF PROCEEDS OR AWARDS: Beneficiary shall not be held liable for any failure to collect Proceeds or Awards, regardless of the cause of such failure.

10. USE, CARE OR WASTE: Trustor shall:

- a). not abandon the Mortgaged Premises or do or suffer anything to be done which would materially depreciate or materially impair the value thereof or the security of this Deed of Trust;
- b). not remove or demolish any part of the Improvements of a structural nature which would adversely affect the value of the Mortgaged Premises, unless due to a Casualty or Condemnation;
- c). not make nor permit or suffer any tenant to make any changes, additions or alterations to the Mortgaged Premises of a structural nature which would adversely affect the value thereof, except as required by any applicable statute, law or ordinance of any governmental authority having jurisdiction over the Mortgaged Premises and the intended use thereof, or as otherwise permitted by the terms of the existing leases of the Mortgaged Premises, or as otherwise approved in writing by Beneficiary;
- d). maintain, preserve and keep the Mortgaged Premises in good, safe and insurable condition and repair and promptly make any needful and proper repairs, replacements, renewals, additions or substitutions required by wear and tear, damage, obsolescence or destruction;
- e). promptly restore and replace any Improvements or Other Interests which are destroyed or damaged; and
- f). not commit or permit to exist any waste of the Mortgaged Premises.

Trustor shall comply with and cause the Mortgaged Premises, and the use and condition thereof, to comply with all laws, statutes, ordinances, requirements, regulations, orders and decrees applicable to Trustor or the Mortgaged Premises, or the use thereof, by any federal, state, county or other governmental authority and with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits, privileges, franchises and concessions (including, without limitation, those relating to land use and development, construction, access, the Water Rights, noise and pollution) which are applicable to Trustor or have been granted for the Mortgaged Premises, or the use thereof.

11. INTENTIONALLY OMITTED:

12. BENEFICIARY'S PERFORMANCE OF TRUSTOR'S OBLIGATIONS: In the event of a default by Trustor in:

- a). the prompt discharge of any liens or encumbrances within thirty (30) days after the filing of such lien or encumbrance, or the Trustor is contesting the lien as provided in Paragraph 13 hereof;
- b). defending the title to Mortgaged Premises;
- c). the payment of any Impositions;
- d). diligently and continuously pursuing the rebuilding or restoration of Mortgaged Premises in the event of loss by Casualty or Condemnation;
- e). the procurement and maintenance of Insurance Policies;

and such default is not cured or otherwise secured against, to the satisfaction of Beneficiary, Beneficiary may, at its election and without further demand or notice, pay and discharge such lien or encumbrance, defend the title to the Mortgaged Premises, pay such Impositions (plus any interest and penalties thereon), procure Insurance Policies and pay the premiums therefore, complete such rebuilding or restoration and maintain and preserve the Mortgaged Premises, in which event, all expenditures therefore, including reasonable attorneys' fees incurred by Beneficiary shall forthwith become due and payable to Beneficiary, together with interest thereon at Default Rate, which shall be added to and become a part of the Indebtedness and shall be secured by the lien of this Deed of Trust, all without prejudice to the right of Beneficiary to declare Indebtedness immediately due and payable by reason of Trustor's Default and breach of the terms, covenants, conditions and agreements herein contained. Beneficiary shall have the right of determination as to the validity of any lien, encumbrance or Imposition attributable to or assessed against the Mortgaged Premises and the payment thereof by Beneficiary shall establish its right to recover the amount so paid, with interest at the Default Rate, subject to the provisions of Paragraph 13 following.

13. CONTEST OF LIENS OR ENCUMBRANCES: In the event Trustor desires to contest the validity of a lien, encumbrance or Imposition attributable to or assessed against the Mortgaged Premises, it will:

- a). on or before thirty (30) days prior to the due date thereof, notify Beneficiary in writing that it intends to so contest the same, or cause the same to be contested;
- b). on or before the due date thereof, on demand, deposit with Beneficiary or a depository acceptable to Beneficiary (or in the case of Impositions pay to the taxing body the amount of such Impositions), insurance over any such lien, encumbrance or Imposition or other bond or security (in form and content reasonably satisfactory to Beneficiary) which is sufficient in Beneficiary's

reasonable judgment for the payment of the full amount of such lien, encumbrance or Imposition, or any balance thereof then remaining unpaid (or provide to Beneficiary such other indemnity as may be reasonably acceptable to it); and

c). from time to time deposit additional security or indemnity, so that, at all times adequate security or indemnity will be available for the payment of the full amount of the lien, encumbrance or Imposition remaining unpaid, together with all interest, penalties, costs and charges accrued or accumulated thereon.

If the foregoing deposits are made and Trustor continues, in good faith, to contest the validity of such lien, encumbrance or Imposition, by appropriate legal proceedings which shall operate to prevent the collection thereof and the sale of the Mortgaged Premises or any part thereof, to satisfy the same, Trustor shall be under no obligation to pay such lien, encumbrance or Imposition until such time as the same have been decreed, by a final non-appealable court order, to be a valid lien on the Mortgaged Premises. Beneficiary shall have full power and authority to reduce any such security or indemnity to cash and apply the amount so received to payment of any unpaid lien, encumbrance or Imposition after the same have been decreed by court order to be a valid lien on the Mortgaged Premises to prevent the sale or forfeiture of the Mortgaged Premises for non-payment thereof, without liability on Beneficiary for failure to apply the security or indemnity so deposited, unless Trustor, in writing, requests the application thereof to the payment of the particular lien, encumbrance or Imposition for which such deposit was made. Any surplus deposit retained by Beneficiary after the payment of the lien, encumbrance or Imposition for which the same was made, shall be repaid to the Trustor unless a Default shall exist, in which event, such surplus shall be applied by Beneficiary on account of the Indebtedness.

14. WAIVERS: To the full extent permitted by law, Trustor:

a). shall not, at any time, insist upon or plead or, in any manner whatsoever, claim, or take any advantage of any stay, exemption or extension law or any so-called "Moratorium Law" (now or at any time hereafter in force) nor claim, take or insist upon any benefit or advantage of or from any law (now or hereafter in force) providing for the valuation or appraisal of the Mortgaged Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provision herein contained or to any decree, judgment or order of any court of competent jurisdiction or after such sale or sales, claim or exercise any rights pursuant to any statute now or hereafter in force to redeem the Mortgaged Premises so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement hereof;

b). hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust, on its own behalf, and on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Trustor and on behalf of each and every person acquiring any interest in or title to the Mortgaged Premises subsequent to the date hereof, it being the

intent of Trustor hereby that any and all such rights of redemption of Trustor and all other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law; and

c). agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Beneficiary but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws has, have been or will have been made or enacted.

d). knowingly waives the rights, protections and benefits afforded to Trustor under *Utah Code Annotated* §§ 78B-6-901 and 57-1-32 and any successor or replacement statute or any similar laws or benefits.

15. TENANT IN COMMON PROVISIONS: Until the Loan has been repaid in full, each of the tenants-in-common comprising Trustor hereby waives: (a) its right to cause the partition the Mortgaged Premises, (b) any liens against the other tenants-in-common comprising Trustor that it may have at common law or otherwise, and (c) any right to require Beneficiary to proceed against any the other tenants-in-common comprising Trustor. Each of the tenants-in-common comprising Trustor hereby irrevocably appoints 8th Avenue Investment, LLC as its agent and attorney-in-fact (coupled with an interest) for the purpose of rendering decisions and communicating with Beneficiary regarding the Loan and the Loan Documents, and agrees that 8th Avenue Investment, LLC shall have the sole authority to legally bind all tenants-in-common comprising Trustor with respect to the Loan and Loan Documents, and that Beneficiary shall have the right to rely on all notices, communication, elections, undertaking, documents and agreements made or signed by 8th Avenue Investment, LLC as being binding upon and enforceable against Trustor to the same extent as if the same had been given by all tenants-in-commons comprising Trustor. 8th Avenue Investment, LLC hereby accepts such appointment.

16. PROHIBITED TRANSFERS:

a). Trustor shall not, without the prior written consent of Beneficiary, which may be given or withheld in Beneficiary's sole and absolute discretion, create, effect, contract for, consent to or permit any conveyance, sale, lease (other than leases in the ordinary course of business), assignment, transfer, lien, pledge, deed of Trust, encumber or alienate (or agree to any of the foregoing) of the Mortgaged Premises or any direct or indirect interest therein or in Trustor, including, without limitation, by operation of law (each of the foregoing, a "Prohibited Transfer".

In determining whether or not to make the loan secured hereby, Beneficiary examined the creditworthiness, the background and the experience of the Trustor, found them acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Premises and the repayment of the Note. The Trustor is well-experienced in borrowing money and owning and operating property such as the Mortgaged Premises and is ably represented by an attorney at law in the negotiation and documentation of the Indebtedness, and bargained at arm's length and without duress of any kind for all of the terms and conditions of the loan,

including this provision. Trustor further recognizes that any secondary or junior financing placed upon the Mortgaged Premises (i) may divert funds which would otherwise be used to pay the Note secured hereby; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Beneficiary to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Premises should Beneficiary come into possession thereof with the intention of selling same; and (iv) would impair Beneficiary's right to accept a deed in lieu of foreclosure, as a foreclosure by Beneficiary would be necessary to clear the title to the Mortgaged Premises.

b). Notwithstanding anything to the contrary contained herein, the transfer of less than forty-nine percent (49%) on an aggregate basis, of the membership interests in Trustor (directly or indirectly), shall be permitted without Beneficiary's consent, provided: (i) at all times Shahzad Mossanen remains both the manager of SDBW and the owner of at least 51% of the membership interests therein; (ii) at all times Mehran Farhadi remains both the manager of 8th Avenue and the owner of at least 51% of the membership interests therein; and (iii) Beneficiary receives copies of all documents effectuating such transfer(s) within thirty (30) days after the execution thereof,

c). Notwithstanding anything to the contrary contained herein, Beneficiary shall permit Trustor to Transfer all but not less than all of Trustor's interest in the Mortgaged Premises and for the transferee to assume Trustor's obligations under the Loan Documents, if Beneficiary is satisfied, in its sole discretion that: (i) the proposed transferee is creditworthy; (ii) the Mortgaged Premises will be used as retail shopping center; (iii) the proposed transferee has good managerial and operational skills; (iv) no Default is then in existence and no event has occurred which, with the giving of notice or the passage of time or both, would constitute a Default; (v) Trustor shall pay all expenses, including reasonable counsel fees, incurred by Beneficiary in connection therewith and shall pay Beneficiary as of the date of the transfer request, a transfer fee equal to one percent (1%) of the then outstanding principal balance of the Note, which fee shall be returned to Trustor less a Three Thousand Dollar (\$3,000) processing fee and Beneficiary's actual costs and expenses if Trustor declines to approve the transfer; and (vi) Beneficiary is provided with the following documentation in connection with such transfer:

(i) an assumption agreement executed by the transferee in form and substance satisfactory to Beneficiary and Beneficiary's legal counsel and an environmental indemnity and guaranty agreement from substitute guarantors similar in form and content to the environmental indemnity and guaranty agreement executed by Guarantors in favor of Beneficiary in connection with the Loan;

(ii) evidence of continuation of all insurance coverage required by this Deed of Trust;

(iii) all organizational and other relevant documents of the transferee, including its taxpayer identification number;

(iv) such opinions of counsel for the transferee and the substitute guarantors as Beneficiary may reasonably require with respect to the transferee's legal status and its obligations to Beneficiary; and

(v) at Trustor's or the transferee's expense, issuance to Beneficiary of such title insurance as Beneficiary may require to confirm that this Deed of Trust will remain a valid first lien upon the Mortgaged Premises, notwithstanding Beneficiary's consent to such sale, transfer, assignment or conveyance.

17. DEFAULT: The occurrence of any of the following shall constitute a "Default" hereunder:

- a). If the Trustor shall fail to make a payment of interest or principal within five (5) days after the date when due in accordance with the terms of the Note; or
- b). If any default be made in the performance of any of the terms, agreements, covenants or conditions contained in this Deed of Trust or in the performance of any of the terms, agreements, covenants or conditions contained in Other Loan Documents (except for monetary payments, maintaining insurance or bankruptcy), in each case, after the expiration of any period of grace expressly allowed for the cure of such default in such other document or instrument, or if no express cure period is provided, then in each case, if such default shall continue for thirty (30) days after written notice thereof by Beneficiary to Trustor; unless such matter is incapable of being completed within thirty (30) days, then Trustor shall have a reasonable time to cure, not to exceed ninety (90) days, so long as Trustor is proceeding to cure with due diligence; provided that, in the event of any such Default Beneficiary shall not be required to give such notice more than one (1) time in any Loan Year (as defined in the Note).
- c). The occurrence of a Prohibited Transfer;
- d). If any of the information contained in any documentation provided to Beneficiary by Trustor of any of its agents or shareholders in conjunction with the Indebtedness shall not be true, accurate and complete in all material respects; and/or
- e). Trustor shall file a voluntary petition in bankruptcy or for arrangement, reorganization or other relief under the Federal Bankruptcy Act or any similar law, state or federal, now or hereafter in effect; Trustor shall file a pleading in any proceeding admitting insolvency, bankruptcy, or inability to pay its debts as they mature; within sixty (60) days after the filing against Trustor of any involuntary proceeding under the Federal Bankruptcy Act or similar law, state or federal, now or hereafter in effect, such proceedings shall not have been vacated; all or a substantial part of Trustor's assets are attached, seized, subjected to a writ or distress warrant, or are levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within sixty (60) days; Trustor shall be adjudicated a bankrupt; Trustor shall make an assignment for the benefit of creditors or shall admit in writing, its inability to pay its debts generally as they become due or shall consent to the appointment of a receiver or Trustee or liquidator of all or the major part of its property, or the Mortgaged Premises; or any order appointing a receiver,

Trustee or liquidator of Trustor or all or a major part of Trustor's property or the Mortgaged Premises is not vacated within sixty (60) days following the entry thereof.

18. **REMEDIES NOT EXCLUSIVE:** No remedy or right of Beneficiary hereunder or pursuant to Note or Other Loan Documents or otherwise available under applicable law, shall be exclusive of any other remedy or right but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing at law or in equity pursuant thereto. No delay in the exercise of or omission to exercise any remedy or right accruing upon occurrence of a Default shall impair any such remedy or right or be construed to be a waiver of any such default or an acquiescence therein nor shall the same effect any subsequent Default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by Beneficiary. All obligations of Trustor and all rights, powers and remedies of Beneficiary expressed herein shall be in addition to and not in limitation of those provided by law and in this Deed of Trust and Other Loan Documents.

19. **REMEDIES:** Upon the occurrence of a Default, then Beneficiary is hereby authorized and empowered, at its option and without affecting the lien hereby created or the priority of said lien or any other right of Beneficiary hereunder:

(i) **Acceleration.** To declare, without further notice, all Indebtedness to be immediately due and payable with interest thereon at the Default Rate, whether or not such Default be thereafter remedied by Trustor, and Beneficiary may immediately proceed to foreclose this Deed of Trust and to exercise any right, power or remedy provided by this Deed of Trust, the Note or any Other Loan Document, or by law or in equity;

(ii) **Foreclosure:**

(1) Beneficiary may request that Trustee foreclose this Deed of Trust pursuant to applicable law. Beneficiary may also institute an action of judicial foreclosure, or take such other action at law or in equity for the enforcement of this Deed of Trust and realization on the Mortgaged Premises or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate(s) stipulated in the Note, together with all other sums due from Trustor in accordance with the provisions of the Note and this Deed of Trust, including all sums which may have been loaned by Beneficiary to Trustor after the date of this Deed of Trust, and all sums which may have been advanced by Beneficiary for taxes, water or sewer rents, other lienable charges or claims, insurance or repairs or maintenance, all costs of suit and an attorneys' commission for fees and expenses actually incurred. Trustor authorizes Beneficiary at its option to foreclose this Deed of Trust subject to the rights (if any) of any tenants of the Mortgaged Premises, and the failure to make any such tenants parties to any such foreclosure proceedings and to foreclose their rights will not be asserted by Trustor as a defense to any proceedings instituted by Beneficiary to recover the indebtedness secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Premises.

(2) After the lapse of such time as may then be required by *Utah Code Annotated* § 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code Annotated* § 57-1-25 and § 57-1-26 or other applicable law, Trustee, without demand on Trustor, shall sell the Mortgaged Premises on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to Trustor's statutory right under *Utah Code Annotated* § 57-1-27 to direct the order in which the property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; *provided*, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by *Utah Code Annotated* § 57-1-27. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with *Utah Code Annotated* § 57-1-28, conveying the Mortgaged Premises so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

(A) FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the trustee's and attorney's fees actually incurred not to exceed the amount which may be provided for in the trust deed.

(B) SECOND: To payment of the obligations secured by the trust deed.

(C) THIRD: The balance, if any, to the person or persons legally entitled to the proceeds, or the trustee, in the trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with *Utah Code Annotated* § 57-1-29.

(3) Upon any sale made under or by virtue of this Section 19, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Trust Estate, whether by payment of cash or by credit bid in accordance with *Utah Annotated Code* § 57-1-28(1)(b). In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting upon the obligations of Trustor secured by this Deed of Trust such credit bid amount. Beneficiary, upon so acquiring the Mortgaged Premises or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

(4) For purposes of *Utah Code Annotated* § 57-1-28, Trustor agrees that all default interest, late charges, any prepayment premium, swap contract breakage fees and

similar amounts, if any, owing from time to time under the Note shall constitute a part of and be entitled to the benefits of Beneficiary's Deed of Trust lien upon the Mortgaged Premises, and (ii) Beneficiary may add all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts owing from time to time under the Note to the principal balance of the Note, and in either case Beneficiary may include the amount of all unpaid late charges in any credit bid Beneficiary may make at a foreclosure sale of the Mortgaged Premises pursuant to this Deed of Trust.

(5) Trustor agrees to pay any deficiency, arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale, and Beneficiary may commence suit to collect such deficiency in accordance with *Utah Code Annotated* § 57-1-32 or other applicable law.

(6) If Trustor, Trustor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Mortgaged Premises, reinstates this Deed of Trust and the Loan within three (3) months of the recordation of a notice of default in accordance with *Utah Code Annotated* § 57-1-31(1), such party shall pay to Beneficiary the reasonable cancellation fee contemplated by *Utah Code Annotated* § 57-1-31-(2), as delivered by Beneficiary, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending sale.

(7) Beneficiary hereby requests, pursuant to *Utah Code Annotated* § 57-1-26(3), a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 42 hereof.

(iii) **Possession:** Beneficiary may enter into possession of the Mortgaged Premises, with or without legal action, and by force if necessary or, in the alternative, Beneficiary shall be entitled to appointment of receiver without regard to (A) the solvency of Trustor or any other person liable for the debt secured hereby, or (B) whether there has been or may be any impairment of the value of the Mortgaged Premises or any other collateral for the debt (Trustor acknowledges that the right to appointment of a receiver is a specific inducement to Beneficiary to enter into the transaction referred to in this Deed of Trust), and may rent the Mortgaged Premises, or any part thereof, for such term or terms and on such other terms and conditions as Beneficiary or such receiver may see fit, collect all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expense, apply the net rentals to the payment of taxes, water and sewer rents, other lienable charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Mortgaged Premises, or in reduction of the principal or interest, or both, hereby secured, in such order and amounts as Beneficiary or said receiver may elect; and for that purpose Trustor hereby assigns to Beneficiary all rentals due and to become due under any existing or future lease or leases or rights to use and occupation of the Mortgaged Premises, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Any lease or leases entered into by Beneficiary or said receiver pursuant to this Paragraph shall survive foreclosure of this Deed of Trust and/or repayment of the Note, except to the extent any applicable lease may provide otherwise. In addition, Beneficiary may exercise the rights and remedies provided in the Assignment of Leases.

(iv) **Power of Sale for Personal Property:** Under the power of sale, Beneficiary shall have the discretionary right to cause some or all of the Mortgaged Premises, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law. For purposes of the power of sale, Beneficiary may elect to treat as personal property any Mortgaged Premises which is intangible or which can be severed from the real estate without causing structural damage. If it chooses to do so, Beneficiary may dispose of any personal property, in any manner permitted by Article 9 of the Utah Commercial Code, including any public or private sale, or in any manner permitted by any other applicable law.

In connection with any sale or other disposition of such personal property, Trustor agrees that the following procedures constitute a commercially reasonable sale: Beneficiary shall mail written notice of the sale to Trustor not later than ten (10) business days prior to such sale and such notice shall include the date, time and place of the sale. Upon receipt of any written request, Beneficiary will make the personal property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the personal property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(v) **Additional Remedies Under Power of Sale.**

(1) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Mortgaged Premises or upon any other property of Trustor shall affect in any manner or to any extent the lien of this Deed of Trust upon the Mortgaged Premises or any part thereof, or any liens, rights, powers or remedies of Beneficiary hereunder, but such liens, rights, powers and remedies of Beneficiary shall continue unimpaired as before.

(2) In any action by Beneficiary to recover a deficiency judgment following a foreclosure or Trustee's sale, to the maximum extent permitted by law, the successful bid amount at that sale shall be deemed conclusively to be the fair market value of the Property sold at that sale, which value shall be binding against Trustor in any proceedings to determine or establish the fair market value of that portion of the Mortgaged Premises. The successful bid at any foreclosure or Trustee's sale shall be the preferred alternative means of determining and establishing the fair market value of the portion of the Mortgaged Premises sold at the sale.

(3) Beneficiary shall have the right, from time to time, to bring an appropriate action to recover any sums required to be paid by Trustor under the terms of this Deed of Trust, as they become due, without regard to whether or not the principal indebtedness or any other sums secured by the Note and this Deed of Trust shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action to foreclose this Deed of Trust or any other action for any Default by Trustor existing at the time the earlier action was commenced.

(4) Neither Trustor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Deed of Trust shall be

relieved of such obligation by reason of the failure of Beneficiary to comply with any request of Trustor or of any other person so obligated to take action to foreclose on this Deed of Trust or otherwise enforce any provisions of the Deed of Trust or the Note, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Deed of Trust, or by reason of any agreement or stipulation between any subsequent owner of the Mortgaged Premises and Beneficiary extending the time of payment or modifying the terms of the Deed of Trust or the Note without first having obtained the consent of Trustor or such other person; and in the latter event the Trustor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Beneficiary. No release of all or any part of the security as aforesaid shall in any way impair or affect the lien of this Deed of Trust or its priority over any subordinate lien.

(vi) The specific remedies set forth above are intended to be in addition to, and not in limitation of, such remedies as may be available to Beneficiary by statute, or under the applicable rules of civil procedure, or at common law. Beneficiary may exercise some or all of its remedies concurrently, including separate and concurrent actions on the Note, this Deed of Trust, the other Loan Documents and any guaranty, to the extent it is permitted by law to do so. If Beneficiary shall fail to exercise any remedy it may have by reason of a Default, such failure shall not constitute a waiver of such Default.

20. POSSESSORY RIGHTS OF BENEFICIARY: Upon the occurrence of a Default, and expiration of any applicable cure period, whether before or after the institution of legal proceedings to foreclose the lien of this Deed of Trust or any sale thereunder, Beneficiary shall be entitled to request that a receiver be appointed in accordance with applicable law and in addition thereto, in its sole discretion to the extent permitted by law, perform any of the following:

- a). enter and take actual possession of the Mortgaged Premises, Leases and the rents payable thereto, personally or by its agents or attorneys and excluding Trustor therefrom;
- b). with process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Trustor relating thereto;
- c). as attorney-in-fact or agent of Trustor, or in its own name as Beneficiary and pursuant to the powers herein granted, hold, operate, manage and control the Mortgaged Premises and Leases and collect all rentals payable pursuant thereto and conduct the business, if any, thereof, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as, in its discretion, may be deemed proper or necessary to enforce the terms and conditions of Leases and the rentals payable pursuant thereto (including actions for the recovery of rents, actions in forcible detainer and actions in distress of rent);
- d). cancel or terminate any Lease or sublease for any cause or for any reason which would entitle Trustor to cancel the same;

- e). elect to disaffirm any Lease or sublease made subsequent hereto or subordinated to the lien hereof;
- f). make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Mortgaged Premises which, in Beneficiary's reasonable discretion, may seem appropriate;
- g). insure and re-insure the Mortgaged Premises against all risks incidental to Beneficiary's possession, operation and management thereof; and
- h). perform such other acts in connection with the management and operation of the Mortgaged Premises as Beneficiary, in its reasonable discretion, may deem proper;

Trustor hereby granting full power and authority to Beneficiary to exercise each and every of the rights, privileges and powers contained herein at any and all times following the occurrence of a Default.

Beneficiary, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the rentals collected by it to the payment or on account of the following, in such order as it may determine:

- i). operating expenses of the Mortgaged Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Beneficiary and its agents or contractors, if management be delegated to agents or contractors, and reasonable leasing commissions and other reasonable compensation and expenses in seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on Insurance Policies;
- ii). Impositions, costs of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Mortgaged Premises, including the cost, from time to time, of installing, replacing or repairing the Mortgaged Premises and of placing the Mortgaged Premises in such condition as will, in the reasonable judgment of Beneficiary, make the same readily rentable; and
- iii). the Indebtedness, or any part thereof.

21. NON-LIABILITY OF BENEFICIARY: Notwithstanding anything contained herein, Beneficiary shall not be obligated to perform or discharge, and does not hereby undertake to perform or discharge, any obligations, duty or liability of Trustor pursuant to the Leases or otherwise and Trustor shall and does hereby agree, subject to the exculpatory or non-recourse provisions contained herein, or contained in the Note or the Other Loan Documents, to indemnify and hold Beneficiary harmless of and from any and all liability, loss or damage which

it may or might incur pursuant thereto or by reason of its exercise of its rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants or agreements with respect to the Mortgaged Premises except in the event such loss, liability or damage is caused by the willful misconduct, bad faith or negligence of Beneficiary, its employees or agents. Prior to the exercise of its rights hereunder Beneficiary shall not have responsibility for the control, care, management or repair of the Mortgaged Premises nor shall Beneficiary be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Premises resulting in loss, injury or death to any tenants, licensee, employee or stranger upon the Mortgaged Premises. No liability shall be enforced or asserted against Beneficiary in the exercise of the powers herein granted to it and Trustor expressly waives and releases any such liability. In the event Beneficiary incurs any such liability, loss or damage prior to the exercise of its rights hereunder pursuant hereto and to any Lease or in the defense of any claim or demand, Trustor agrees to reimburse Beneficiary, immediately upon demand, for the amount thereof, including costs, expenses and reasonable attorneys' fees, except in the event such liability, loss or damage is caused by the willful misconduct, bad faith or negligence of Beneficiary, its employees or agents.

22. CHANGE OF LAW: If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Beneficiary, Trustor or the Mortgaged Premises, any tax is imposed or becomes due in respect of the issuance of the Note or the execution, delivery and/or recording of any of the Other Loan Documents, Trustor shall pay such tax in the manner required by such law. In the event that any law, statute, rule, regulation, order or court decree has the effect of deducting from the value of the Mortgaged Premises, for the purpose of taxation, the amount of any lien, encumbrance or Imposition or imposing upon Beneficiary the payment of the whole or any part thereof or changing, in any way, the laws relating to the taxation of Deed of Trusts or debts secured by Deed of Trusts or the Beneficiary or Beneficiary's interest in the Mortgaged Premises or the manner of collection of liens, encumbrances or Impositions, so as to affect this Deed of Trust, the Indebtedness or Beneficiary, Trustor shall, in any such event, upon demand by Beneficiary, pay such liens, encumbrances or Impositions or reimburse Deed of Trust therefor; PROVIDED, HOWEVER, that if, in the opinion of counsel for Beneficiary:

- a). it may be unlawful to require Trustor to make such payment or reimbursement; or
- b). the making of such payment may result in the payment of interest beyond the maximum amount permitted by law;

then, and in such event, Beneficiary may elect, by notice in writing given to Trustor, to declare the Indebtedness, together with interest thereon, but free of any prepayment premium, to be and become due and payable within ninety (90) days from the giving of such notice. Notwithstanding the foregoing, it is understood and agreed that Trustor is not obligated to pay any portion of Beneficiary's federal or state income tax.

23. COMPLIANCE WITH AGREEMENTS: Trustor shall pay promptly and keep, observe, perform and comply with all covenants, terms and provisions of operating agreements,

Leases, instruments and documents relating to the Mortgaged Premises or evidencing or securing any indebtedness secured thereby and shall observe all covenants, conditions and restrictions affecting the same.

24. SECURITY AGREEMENT: This Deed of Trust shall be deemed a security agreement, as defined in the Utah Uniform Commercial Code, and establishes a security interest, in favor of Beneficiary in and to all Personal Property and fixtures owned by Trustor and situated on the Mortgaged Premises, or in any way connected with the use or enjoyment thereof and owned by Trustor.

25. FINANCIAL STATEMENTS: Trustor shall keep and maintain books and records of account in accordance with generally accepted accounting practices consistently applied. Trustor shall furnish, or cause to be furnished to Beneficiary:

a). if specifically requested by Beneficiary in writing, quarterly, within thirty (30) days of the close of each quarter, income and expense statements of the Mortgaged Premises which shall include current cash flow and up to date payables and receivables for the Mortgaged Premises, certified to be true and correct by at least one of the members of Trustor;

b). annually, on or before March 31 of each calendar year, annual financial statements for the prior calendar year covering the operations of the Mortgaged Premises, including a balance sheet and supporting schedules and containing a detailed statement of income and expenses with an affidavit of the managers of the Trustor stating such financial statements are true and correct; and

c). annually, on or before March 31 of each year, or more frequently in the Beneficiary's discretion and if specifically requested by the Beneficiary in writing; provided, however, no more than quarterly, a current financial statement of Trustor, Shahzad Mossanen ("Mossanen"), Mehran Farhadi and The Farhadi Family Revocable Trust (collectively, "Guarantors"); provided, however, that for Mossanen only, in lieu of a financial statement, Beneficiary shall accept a statement of his net worth as of the end of each calendar year, in form and content similar to the net worth statement he submitted to Beneficiary in connection with Trustor's application for the Loan, prepared by an independent certified public accountant. All of such financial statements (or net worth statement, as applicable), shall be certified to be true and correct by the respective individual, or manager, as applicable; and

d). annually, on or before March 31 of each year, annual financial statements of all tenants under any leases affecting all or any portion of the Mortgaged Premises, to the extent any lease requires the tenant thereunder to provide an annual financial statement.

Trustor shall pay to the Beneficiary a penalty of One Thousand and No/100 Dollars (\$1,000.00) each time any of the above referenced financial statements are not received by Beneficiary within ten (10) days after written notice from Trustor.

26. PAYMENT AND PERFORMANCE BY TRUSTOR: In the event Trustor shall fail to pay or perform any of its obligations herein contained (including the payment of expenses of foreclosure and court costs), Beneficiary may, but need not, following the occurrence of a Default, make payment or perform (or cause to be paid or performed) any obligation of Trustor hereunder, in any form and manner deemed reasonably expedient by Beneficiary, as agent or attorney-in-fact of Trustor, and any amount so paid or expended (plus reasonable compensation to Beneficiary for its out-of-pocket and other expenses for each matter for which it acts hereunder), with interest thereon at the Default Rate, shall be and become a part of Indebtedness and shall be paid to Beneficiary upon demand. By way of illustration and not in limitation of the foregoing, Beneficiary may, but need not:

- a). collect rentals due and owing pursuant to Leases and prosecute the collection of the Personal Property or the proceeds thereof;
- b). purchase, discharge, compromise or settle any Imposition, lien or any other lien, encumbrance, suit, proceeding, title or claim thereof; and
- c). redeem from any tax sale or forfeiture affecting the Mortgaged Premises or contest any Imposition.

In making any payment or securing any performance relating to any obligation of Trustor hereunder, Beneficiary, so long as it acts in good faith, shall have the sole discretion as to the legality, validity and amount of any lien, encumbrance or Imposition and of all other matters necessary to be determined in satisfaction thereof. No such action of Beneficiary shall be considered a waiver of any right accruing to it on account of the occurrence of any Default.

27. RELEASE: Upon payment in full of the Indebtedness, at the time and in the manner herein provided, this conveyance shall be null and void and an appropriate instrument of reconveyance or release shall promptly be made by Beneficiary to Trustor, at Trustor's expense.

28. NON-RESIDENTIAL STATUS OF MORTGAGED PROPERTY: Trustor acknowledges that the stated purpose for which this Deed of Trust is given is not to construct residential rental property.

29. WATER RIGHTS:

- a) Trustor shall diligently comply with all deadlines affecting the Water Rights imposed by law or regulation or any Governmental Authority, including but not limited to the Utah State Engineer or the Utah Division of Water Rights. As used in this Section 29, the term "Governmental Authorities" means the United States of America, the State of Utah, the Utah State Engineer or Utah Division of Water Rights, the County of Salt Lake, and any political subdivision, agency, department, commission, district, board, bureau or

instrumentality of any of the foregoing, which now or hereafter has jurisdiction over Trustor or all or any portion of the real property subject to this Deed of Trust.

- b) Trustor shall diligently place to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights. To the extent Trustor cannot place any quantity of water under the Water Rights to a beneficial use, Trustor shall promptly file a nonuse application with the Utah Division of Water Rights and diligently defend the nonuse application and the Water Rights against any claim of forfeiture or abandonment.
- c) Trustor shall promptly provide the Lender with copies of any document relating to the Water Rights that is filed with the Utah State Engineer or Utah Division of Water Rights.
- d) Trustor shall promptly pay any and all fees or assessments relating to the shares of stock in any irrigation company and shall promptly provide the Lender with evidence of each such payment.
- e) Trustor and its predecessors in interest have placed to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights sufficient to prevail against any claim of partial or complete forfeiture or abandonment of the Water Rights

30. CARE: Beneficiary shall be deemed to have exercised reasonable care in the custody and preservation of any part of the Mortgaged Premises in its possession if it takes such action for that purpose, as Trustor requests in writing, but failure of Beneficiary to comply with any such request shall not, of itself, be deemed a failure to exercise reasonable care and no failure of Beneficiary to preserve or protect any rights with respect to the Mortgaged Premises against prior parties or do any act with respect to the Mortgaged Premises against prior parties or do any act with respect to the preservation thereof not so requested by Trustor shall be deemed a failure to exercise reasonable care in the custody or preservation of the Mortgaged Premises.

31. TRUSTOR'S CONTINUING LIABILITY: This Deed of Trust is intended only as security for Indebtedness and anything herein contained to the contrary notwithstanding:

- a). Trustor shall be and remain liable to perform all of the obligations assumed by it pursuant hereto; and
- b). Beneficiary shall have no obligation or liability by reason of or arising out of this Deed of Trust unless due to the willful act or gross negligence of Beneficiary, and shall not be required or obligated, in any manner, to perform or fulfill any of the obligations of Trustor pursuant hereto.

32. INSPECTIONS: Beneficiary, by any authorized agent or employee and for the protection of its interest in the Mortgaged Premises, is hereby authorized and empowered to enter in and upon Mortgaged Premises at any and all reasonable business times, and upon reasonable

notice to Trustor, and subject to the rights of the tenants, for the purpose of inspecting the same and ascertaining the condition thereof.

33. INDEMNIFICATION: Trustor shall indemnify Beneficiary from all losses, damages and expenses, including reasonable attorneys' fees, incurred in connection with any suit or proceeding in or to which Beneficiary maybe made a party for the purpose of protecting the lien of this Deed of Trust, subject to the exculpatory or non-recourse provisions contained herein, or contained in the Note or Other Loan Documents.

34. BUSINESS LOAN: Trustor represents and agrees that the proceeds of the loan evidenced by Note and secured by this Deed of Trust will be used for business purposes.

35. TENDER OF PAYMENT AFTER DEFAULT: Upon occurrence of a Default by Trustor and following the acceleration of the maturity of Indebtedness, a tender of payment of the amount necessary to satisfy the Indebtedness by Trustor or by anyone on behalf of Trustor, shall constitute an evasion of the prepayment terms of the Note and such payment shall be deemed a voluntary prepayment under the Note and include, to the extent permitted by law, an amount equal to the prepayment premium due under the Note.

36. GOVERNING LAW: This Deed of Trust shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this Deed of Trust shall be interpreted in such a manner as to be effective and valid pursuant to applicable law; however, if the same shall be prohibited by or invalid thereunder, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder thereof or the remaining provisions of this Deed of Trust.

37. MARSHALLING OF ASSETS: At any foreclosure sale, the Mortgaged Premises may, at Beneficiary's option, be offered for sale for one total price, and the proceeds of such sale accounted for in one account without distinction between the items of security or without assigning to them any proportion of such proceeds, Trustor hereby waiving the application of any doctrine of marshalling; and, in case Beneficiary, in the exercise of the power of sale herein given, elects to sell the Mortgaged Premises in parts or parcels, said sales may be held from time to time, and the power shall not be fully executed until all of the Mortgaged Premises not previously sold shall have been sold.

38. ADDITIONAL DOCUMENTS; POWER OF ATTORNEY: Trustor, from time to time, will execute, acknowledge and deliver to Beneficiary within fifteen (15) days after written request from Beneficiary, such security agreements, assignments for security purposes, assignments absolute, financing statements, affidavits, certificates and other documents, in form and substance reasonably satisfactory to Beneficiary, as Beneficiary may reasonably request in order to perfect, preserve, continue, extend or maintain the assignments herein contained, the lien and security interest under this Deed of Trust or Other Loan Documents, and the priority thereof, and in the event the Trustor fails to execute and deliver such documents to Beneficiary within fifteen (15) days after written request from Beneficiary, then Trustor hereby irrevocably appoints Beneficiary its attorney-in-fact to execute, acknowledge, deliver and if appropriate file and record such security agreements, assignments for security purposes, assignments absolute, financing

statements, affidavits, certificates and other documents. Trustor will pay to Beneficiary upon request therefore all reasonable costs and expenses incurred in connection with the preparation, execution, recording and filing of any such document.

39. TIME IS OF THE ESSENCE: It is specifically agreed that time is of the essence of this Deed of Trust.

40. CORRECTIVE DOCUMENTS: Trustor shall, at the request of Beneficiary, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or in the execution or acknowledgment hereof or in any other instrument executed in connection herewith or in the execution or acknowledgment of such instrument and will execute and deliver any and all additional instruments as may be requested by Beneficiary to correct such defect, error or omission.

41. CONSENT OR APPROVAL: The consent by Beneficiary in any single instance shall not be deemed or construed to be Beneficiary's consent in any like matter arising at a subsequent date and the failure of Beneficiary to promptly exercise any right, power, remedy or consent provided herein or at law or in equity shall not constitute or be construed as a waiver of the same nor shall Beneficiary be estopped from exercising such right, power, remedy or consent at a later date.

Any consent or approval required of and granted by Beneficiary pursuant hereto shall:

- a). be narrowly construed to be applicable only to Trustor and the facts identified in such consent or approval and no third party shall claim any benefit by reason thereof, and
- b). not be deemed to constitute Beneficiary a venturer or partner with Trustor whatsoever nor shall privity of contract be presumed to have been established with any such third party.

If, to consider a request by Trustor it is necessary that Beneficiary deem it to be to its best interests to retain the assistance of any person, firm or corporation (such as, but not limited to, attorneys, appraisers, engineers, surveyors, etc.) Trustor shall reimburse Beneficiary for all costs incurred in connection with the employment of such parties.

42. NOTICES: Any notice, demand or other communication which any party may desire or may be required to give to any other party shall be in writing and shall be deemed given if and when personally delivered, or on the third (3rd) business day after being deposited in United States registered or certified mail, postage prepaid, or the next business day after being delivered to Federal Express or other comparable overnight service, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Beneficiary:

MTL Insurance Company
1200 Jorie Boulevard

Oak Brook, Illinois 60523-2269
 Attn: Donald R. Stone

If to Trustor: 8th Avenue Investment, LLC and SDBW, LLC
 8950 W. Olympic Boulevard, Suite 372
 Beverly Hills, CA 90211

43. BENEFIT: All grants, conditions and provisions hereof shall apply, extend to and be binding upon Trustor and all persons claiming any interest in Mortgaged Premises by, through or under Trustor, and shall inure to the benefit of Beneficiary, its successors and assigns.

44. WAIVER OF TRIAL BY JURY: THE TRUSTOR AND THE BENEFICIARY (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS DEED OF TRUST OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

45. USA PATRIOT ACT: None of Trustor, any member, shareholder, or partner of Trustor, any party directly or indirectly owning an interest in Trustor, or any Guarantor is (or will be) a person with whom Beneficiary is restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury of the United States of America (including those persons named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism) or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons. In addition, Trustor hereby agrees to provide to Beneficiary any additional information that Beneficiary deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities. The following notification is provided to Trustor pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

The failure of Trustor, or any member, shareholder, or partner of Trustor, any party directly or indirectly owning an interest in Trustor, or any Guarantor to comply with any of the provisions of the USA Patriot Act and the regulations thereunder, and after expiration of any notice and cure period contained in the USA Patriot Act, shall constitute a Default hereunder and shall entitle the Beneficiary to exercise all its rights and remedies at law or in equity, including but not limited to exercising the power of foreclosure hereunder.

46. EXCULPATION: Notwithstanding anything to the contrary contained in the Note or this Deed of Trust, the liability of Trustor for the Indebtedness and for the performance of the other agreements, covenants and obligations contained in the Note, this Deed of Trust and the Other Loan Documents shall be limited as set forth in Section 12 of the Note. Nothing contained herein shall be deemed to release any entity or person from their obligations under the terms of

any separate Environmental Indemnity or Guaranty executed in connection with the Loan secured by this Deed of Trust.

47. ACCEPTANCE OF TRUST: Trustee accepts the Trust created by this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

48. SUCCESSOR TRUSTEES: Trustee may resign by the giving of notice of such resignation in writing or verbally to Beneficiary. If Trustee shall die, resign, or become disqualified from acting in the execution of this Trust, or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee or multiple substitute Trustees, or successive substitute Trustees or successive multiple substitute Trustees, to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute Trustee (or, if preferred, multiple substitute Trustees) in succession who shall succeed (and if multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall succeed) to all the estates, rights, powers, and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Beneficiary, and if such Beneficiary be a corporation and such appointment be executed in its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Trustor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or his successor or successors in this Trust, shall do lawfully by virtue hereof. If multiple substitute Trustees are appointed, each of such multiple substitute Trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute Trustees, whenever any action or undertaking of such substitute Trustees is requested or required under or pursuant to this Deed of Trust or applicable law. Notwithstanding the foregoing, this Section 48 and the rights and powers granted herein are subject to applicable law, including *Utah Code Annotated* §§ 57-1-21 and 57-1-22, and in the event of any conflict or inconsistency between the provisions of this Section 46 and applicable law, applicable law shall control.

49. PERFECTION OF APPOINTMENT: Should any deed, conveyance, or instrument of any nature be required from Trustor by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to the Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by the Trustee or substitute Trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Trustor.

50. SUCCESSION INSTRUMENTS: Any substitute Trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed, or conveyance, become vested with all the estates, properties, rights, powers, and Trusts of its or his predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the substitute Trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute Trustee, upon the Trusts herein expressed, all the estates, properties, rights, powers, and Trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute Trustee so appointed in the Trustee's place.

51. NO REPRESENTATION BY TRUSTEE: By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee (on its own behalf or on behalf of Beneficiary) pursuant to the Note and this Deed of Trust, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal, or insurance policy, neither Trustee nor Beneficiary shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness, or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee, either on its own behalf or on behalf of Beneficiary.

52. INTEGRATION: PURSUANT TO UTAH CODE ANNOTATED SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THIS DEED OF TRUST, THE NOTE AND OTHER LOAN DOCUMENTS GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

53. FIXTURE FILING: This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code of the State of Utah, as amended or recodified from time to time, covering any of the Mortgaged Premises that now is or later may become fixtures attached to the Land or Improvements. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary and Trustee, as secured parties, are as set forth in the preambles of this Deed of Trust.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be signed by their duly authorized managers or partners on the day and year first above written.

8TH AVENUE INVESTMENT, LLC, a California
limited liability company

By:



Mehran Farhadi, Manager

SDBW, LLC, a New York limited liability company

By:

Shahzad Mossanen, Manager

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be signed by their duly authorized managers or partners on the day and year first above written.

8TH AVENUE INVESTMENT, LLC, a California limited liability company

By: _____
Mehran Farhadi, Manager

SDBW, LLC, a New York limited liability company

By: _____
Shahzad Mossanen, Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGMENT

State of California
County of Los Angeles

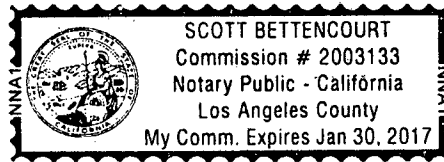
On February 8, 2015 before me, Scott Bettencourt, Notary Public,
(here insert name and title of the officer)

personally appeared Mehran Farhadi, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Scott Bettencourt



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 1, OF THAT CERTAIN PLAT ENTITLED "PLAT A, ALBERTSONS CENTER NO. 2", ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

PARCEL 1A:

TOGETHER WITH RIGHTS APPURTENANT TO PARCEL 1 AS DESCRIBED IN THE FOLLOWING:

COMMON AREA MAINTENANCE AGREEMENT DATED NOVEMBER 16, 1993, BY AND BETWEEN CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP AND ALBERTSON'S INC., A DELAWARE CORPORATION RECORDED MAY 20, 1994 AS ENTRY NO. 42741 IN BOOK 3449 AT PAGE 384 OF OFFICIAL RECORDS.

FIRST AMENDMENT TO THE COMMON AREA MAINTENANCE AGREEMENT DATED OCTOBER 14, 1994 BY AND BETWEEN CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP AND ALBERTSON'S INC., A DELAWARE CORPORATION RECORDED OCTOBER 28, 1994 AS ENTRY NO. 83495 IN BOOK 3558 AT PAGE 477 OF OFFICIAL RECORDS.

SUPPLEMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS AND COMMON AREA MAINTENANCE AGREEMENT BY CPI/AMERICAN FORK LIMITED PARTNERSHIP, AN IDAHO LIMITED PARTNERSHIP RECORDED JUNE 28, 2004 AS ENTRY NO. 74100:2004 OF OFFICIAL RECORDS.