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Jones, Waldo, Holbrook & McDonough, P.C.
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101
Attn: R. L. Knuth, Attorney at Law

MNT-24525

Parcel - 21-07-478-020

**DEED OF TRUST,
ASSIGNMENT OF RENTS, SECURITY
AGREEMENT and FINANCING STATEMENT**

from

**East Pad VWP LLC, a Utah limited liability company, and Winfield Sehey,
an individual**

as Trustor

to

R. L. Knuth

as Trustee

and

BOT Financial, LLC

as Beneficiary

Dated: June 14, 2011
Property Address: 4060 West 5415 South
Salt Lake City, Utah 84118

TABLE OF CONTENTS

RECITALS..... 1

1. GRANTING CLAUSE..... 1

2. COVENANTS..... 5

 2.1 Insurance..... 5

 2.2 Condemnation and Insurance Proceeds..... 8

 2.3 Payment of Taxes and Assessments 9

 2.4 Funds for Taxes and Insurance..... 9

 2.5 Preservation of Lien Priority by Trustor..... 11

 2.6 Deed of Trust as Security Agreement and Financing Statement 12

 2.7 Further Encumbrance or Sale..... 12

 2.8 Maintenance of Property 13

 2.9 Protection of Security; Costs and Expenses 13

 2.10 Notify Beneficiary of Default 14

 2.11 Management of Property 14

 2.12 Third Party Agreements..... 14

 2.13 Beneficiary's Interest In and Use of Deposits..... 14

 2.14 Compliance with Laws 15

 2.15 Use of the Property 15

 2.16 Beneficiary's Right to Cure Trustor's Default..... 15

 2.17 Effect of Changes in Laws Regarding Taxation..... 15

 2.18 Information to be Supplied by Trustor to Beneficiary 16

 2.19 Zoning and Private Covenants..... 16

 2.20 Building Alterations 16

 2.21 Cross Default Effect of Further Security Instruments 16

 2.22 Cost of Defending Title to Property 17

 2.23 Mineral and Other Interests 17

 2.24 Character of Property for Acceleration of Indebtedness Purposes 17

3. REPRESENTATIONS AND WARRANTIES..... 18

 3.1 Liens 18

 3.2 Third Party Agreements..... 18

 3.3 Leases 18

4. ASSIGNMENT OF RENTS AND LEASES..... 18

 4.1 Assignment of Rents 18

 4.2 Representations and Covenants Regarding the Leases..... 19

5. EVENTS OF DEFAULT AND REMEDIES 21

 5.1 Events of Default..... 21

5.2	Non-monetary Breach.....	21
5.3	Acceleration.....	22
5.4	Voluntary Insolvency	22
5.5	Involuntary Insolvency	22
5.6	Governmental Control	22
5.7	False Representation.....	22
5.8	Dissolution	22
5.9	Acceleration; Notice.....	22
5.10	Exercise of Power of Sale	23
5.11	Surrender of Possession.....	23
5.12	UCC Remedies.....	24
5.13	Foreclosure as a Mortgage.....	24
5.14	Receiver	24
5.15	No Remedy Exclusive.....	24
5.16	Rights Upon Default	24
5.17	Hazardous Materials	25
6.	MISCELLANEOUS.....	25
6.1	Severability of Clauses	25
6.2	Notices.....	25
	EXHIBIT "A"	30

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

RECITALS

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FINANCING STATEMENT (together with all amendments and supplements, this "Deed of Trust") is made this 14 day of June, 2011, from East Pad VWP LLC, a Utah limited liability company, and Winfield Schey, an individual, their respective successors and permitted assigns (together, "Trustor"), to R. L. Knuth, with an address of 170 South Main Street, Suite 1500, Salt Lake City, Utah 84101 ("Trustee"), and BOT Financial, LLC, its successors and assigns ("Beneficiary").

1. GRANTING CLAUSE

1.1 Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE Trustor's interest in and to the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "Real Property").

1.2 TOGETHER WITH all right, title, and interest of Trustor in and to all buildings and improvements now located or hereafter to be erected or placed upon the Real Property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Deed of Trust (all hereinafter referred to as the "Improvements"), and all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys, adjoining the Real Property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all the Real Property.

1.3 TOGETHER WITH all the right, title, and interest of Trustor in and to all machinery, apparatus, equipment, fittings, and fixtures of every kind and nature whatsoever, all furniture, furnishings, and other personal property now or at any time hereafter attached to or used in any way in connection with the use, operation, and occupation of the Improvements or any part thereof, including, but not limiting the generality of the foregoing, all engines, furnaces, boilers, stokers, pumps, heaters, tanks, dynamos, motors, generators, fans, blowers, vents, switchboards, electrical equipment, telephone equipment, heating, plumbing, lifting, and ventilating apparatus, air-cooling and air-conditioning apparatus, gas and electric fixtures, elevators, escalators, compressors, vacuum cleaning systems, call systems, water fountains, refrigeration equipment, fire prevention and extinguishing apparatus (or any other safety equipment required by governmental regulation), electric signs, shades, venetian blinds, awnings,

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screens, partitions, drapes, carpeting, and maintenance equipment of every nature whatsoever, including machinery and equipment for the removal of snow and general maintenance. (All of the equipment described in this Section 1.3 is hereinafter referred to as the "Improvements Equipment").

1.4 TOGETHER WITH all accounts, contract rights, rents, issues, royalties, profits, revenues, incomes, proceeds, and other benefits of and from the property described above and property subject or required to be subject to the lien of this Deed of Trust, and any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Trustor in and to the same and every part and parcel thereof.

1.5 TOGETHER WITH any and all awards or payments, including interest thereon, and the right to receive the same, which may be made with respect to the property described above as a result of: (a) the exercise of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to or decrease in the value of the property described above, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Beneficiary, and of the reasonable attorneys' fees, costs, and disbursements incurred by Beneficiary in connection with the collection of such award or payment, and Trustor agrees to execute and deliver from time to time such further instruments as may be requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment.

1.6 TOGETHER WITH all existing and future goods located on the Real Property which are now or in the future owned by Trustor and used in the operation or occupancy of the Real Property or in any construction on the Real Property but which are not effectively made real property under Section 1.3 above, including but not limited to all appliances, furniture, furnishings, carpeting, draperies, building service equipment, building materials, supplies, and equipment.

1.7 TOGETHER WITH all existing and future general intangibles relating to the development or use of the Real Property or the Improvements, including but not limited to all governmental permits relating to construction on the Real Property, all existing and future names under or by which the Real Property or the Improvements may at any time be operated or known, all rights to carry on business under any such names or any variant thereof, and all existing and future trademarks and good will in any way relating to the property.

1.8 TOGETHER WITH all existing and future water or water rights, ditch or ditch rights, and reservoir or reservoir rights which are appurtenant to or which have been used in connection with the Real Property, all existing and future water stock relating to the Real Property, all existing and future shares of stock or other evidence of ownership of any part of the Real Property that is owned by Trustor in common with

others, and all existing and future documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Real Property.

1.9 TOGETHER WITH all right, title, and interest of Trustor in and to any security deposits, and any and all other amounts held as security under the Leases (as hereinafter defined).

1.10 TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging, (Trustor's interest in the Real Property, the Improvements, Improvements Equipment, interests, privileges, and appurtenances described in Sections 1.1 through 1.9 hereof being hereinafter referred to as the "Property"), it being the intention of Trustor that so far as may be permitted by law, all property, interests and rights of the character described in this Section 1 which are now owned or held or are hereafter acquired by Trustor and are affixed, attached, annexed to or placed upon any Property shall be and remain or become and constitute a portion of the security covered by and subject to the lien hereof and TRUSTOR WARRANTS THE TITLE TO THE SAME subject to the Permitted Exceptions.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing the following (collectively, the "Obligations"):

I. The payment of a certain promissory note of even date herewith, for the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) made by Trustor and payable to the order of Beneficiary (the "Note");

II. The payment of all sums expended or advanced by Beneficiary pursuant to the terms hereof. (The principal and interest on the Note, and advances made by Beneficiary pursuant to the terms of this Deed of Trust or any other instrument now in existence or hereafter executed or any amendment or modification thereto, the purpose of which is to secure the payment of the Note, are hereinafter referred to as the "Indebtedness");

III. The performance and/or observance of all covenants and conditions to be performed or observed by Trustor as lessor pursuant to the Leases (as hereinafter defined); and

IV. The performance of each covenant and agreement of Trustor contained herein and in any modification or amendment of this Deed of Trust.

1. REPRESENTATIONS AND WARRANTIES OF TRUSTOR.

Trustor represents and warrants to Beneficiary as follows (it being agreed that all representations and warranties of Trustor shall survive in full force and effect until all Obligations of Trustor to Beneficiary shall have been fully paid and performed):

1.1 **Authorization.** Trustor has taken all requisite action duly and validly to authorize the execution of the Note and this Deed of Trust, and the repayment of the Obligations and the performance of its obligations hereunder and otherwise in respect of the transactions contemplated hereby.

1.2 **No Third Party Consent Required.** No consent to, approval of, or authorization for this Deed of Trust is required from any person or entity under any contractual or other obligation of Trustor.

1.3 **Condition of the Real Property.** All improvements, including the Improvements on the Real Property, do now, or will, comply with all material governmental requirements, applicable material federal, state, or local statutes, ordinances, codes, rules, regulations, orders, or decrees regulating or imposing liability standards of use or conduct concerning zoning, building codes, use of the property or hazardous waste or materials. The Real Property and the operations of Trustor in connection therewith meet or exceed all governmental requirements related to or for property of its kind. The Real Property, either by its boundaries extending to all adjacent streets, alleyways, and sidewalks or by virtue of enforceable recorded easements or rights of way, is afforded full and adequate access for vehicular and pedestrian ingress and egress sufficient to serve the needs of the Improvements and satisfy governmental requirements.

1.4 **No Present Damage to Improvements.** The Real Property and the Improvements are not damaged or injured as a result of any fire, explosion, accident, flood, or other casualty impending peril thereof.

1.5 **Condemnation.** No condemnation or eminent domain proceeding has been commenced or, to the knowledge of Trustor, has been threatened against the Real Property.

1.6 **Title.** Except for those exceptions acceptable to and approved by Beneficiary, there are no liens, encumbrances, interests, easements, rights, rights of way, rights of entry, covenants, conditions, restrictions, leases, or other defects or exceptions to title to the Real Property and, prior to the recordation of this Deed of Trust, Trustor, or its agents, contractors or subcontractors, did not commence any construction or provide or contract for the provision of any materials or services for which a lien or claim of lien against title to the Real Property could be made or asserted affecting the lien priority of this Deed of Trust.

1.7 **Environmental Matters.** Neither Trustor nor, to the best of Trustor's knowledge, any previous owner, tenant, occupant or user of the Real Property used, generated, released, discharged, stored or disposed of any Hazardous Materials on, under, or about the Real Property or Improvements, or transported any Hazardous Materials to or from the Real Property or the Improvements. The Real Property and the Improvements comply with or shall comply with, as required, all Environmental Laws and other laws which affect or govern Trustor's use or development of the Real Property and the Improvements.

As used herein, "Environmental Laws" shall mean any and all applicable current and future treaties, laws, regulations, enforceable requirements, binding determinations, orders, decrees, judgments, injunctions, permits, approvals, authorizations, licenses, permissions, notices or binding agreements issued, promulgated or entered by any governmental authority, relating to the environment, to employee health or safety as it pertains to the use or handling of, or exposure to, Hazardous Materials, to preservation or reclamation of natural resources, or to the management, release or threatened release of contaminants or noxious odors, including the Hazardous Materials Transportation Act, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, the Clean Air Act of 1970 (to the extent it pertains to the use or handling of, or exposure to, Hazardous Materials), as amended, the Toxic Substances Control Act of 1976, the Occupational Safety and Health Act of 1970, as amended, the Emergency Planning and Community Right-to-Know Act of 1986, the Safe Drinking Water Act of 1974, as amended, and any similar or implementing state law, and all amendments or regulations promulgated thereunder.

As used herein, "Hazardous Materials" shall mean any toxic, radioactive, caustic or otherwise hazardous substance, material or waste, including petroleum, its derivatives, by-products and other hydrocarbons, or any substance having any constituent elements displaying any of the foregoing characteristics, including, without limitation, polychlorinated biphenyls ("PCBs"), asbestos or asbestos-containing material, and any substance, waste or material regulated under Environmental Laws.

2. COVENANTS.

2.1 **Insurance.** Trustor, at its sole expense, shall keep and maintain constantly during the time any of the Indebtedness remains outstanding insurance as follows:

(a) Trustor, at its sole expense, shall keep and maintain constantly during the time any of the Obligations remain outstanding, with companies

authorized to do business in Utah, which companies and policies shall be satisfactory to Beneficiary and shall be rated A Class IV (or better) in the most recent publication of Best's Key Rating Guide, Property-Casualty, the following:

(i) During the course of any construction, "all risk" builder's insurance with course of construction endorsement;

(ii) After completion of construction, "all risk" insurance in an amount not less than the full insurable value of the Improvements on a replacement cost basis (without any deduction for depreciation), or the amount of the Obligations outstanding, whichever is greater, insuring against loss or damage by fire, lightning and other risks included from time to time in what is commonly called extended coverage insurance, accompanied with an inflation guard endorsement and such other endorsements as Beneficiary may require, and including sprinkler leakage, water damage, collapse, vandalism, malicious mischief, and explosion (including gas leak coverage and coverage with respect to any steam or pressure boilers or similar apparatus located on the Real Property);

(iii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Real Property (including within the Improvements thereon) and the adjoining parking area, streets, sidewalks, and passageways, with bodily injury, loss of life and property damage coverage with a "combined single limit" of not less than One Million Dollars (\$1,000,000.00) per occurrence, and an endorsement naming Beneficiary as an additional insured;

(iv) Worker's compensation insurance in such amounts as required by applicable state law;

(v) Business income/interruption insurance to include Loss of Rents with a period of indemnity not less than one (1) year from the time of loss; and

(vi) Flood insurance, if the Real Property has been, or at any time when any of the Obligations remain outstanding, is designated a flood prone or flood risk area pursuant to the Flood Disaster Protection Act of 1973 as amended or supplemented, in such amounts as required by law or Beneficiary, whichever is greater, which insurance and actions of Trustor shall otherwise comply with the requirements of the National Flood Insurance Program as set forth in such Act.

(b) All hazard, rent loss and flood insurance policies required by this Deed of Trust shall contain a standard noncontributory lenders' loss payable clause in favor of and in form acceptable to Beneficiary and to the extent available a waiver of subrogation rights. All such insurance policies shall provide that such policy shall not be canceled, modified or lapse without at least thirty (30) days' prior written notice to Beneficiary.

(c) Upon the execution of this Deed of Trust, and thereafter not less than fifteen (15) days prior to the expiration dates of the expiring insurance policies required by this Section, Trustor shall deliver to Beneficiary originals of the policies bearing notations evidencing the payment of premiums or accompanied by other evidence satisfactory to Beneficiary of such payment. Such delivery shall constitute assignment to Beneficiary of all return premiums which Beneficiary shall hold as additional security for the Obligations.

(d) Trustor and Beneficiary shall adjust with the insurance companies the loss, if any, under any policies required by this Deed of Trust in the case of any particular casualty resulting in damage or destruction. The proceeds of any such insurance shall be payable to Beneficiary to be applied in accordance with the terms of this Deed of Trust.

(e) As a result of approving, disapproving, accepting, preventing, obtaining or failing to obtain any insurance, Beneficiary shall not incur any liability for or with respect to the amount of such insurance, the form or legal sufficiency of such insurance policies, the solvency of the insurer, defense of lawsuits or payments in connection with any lawsuits. Trustor hereby expressly assumes full responsibility and liability, if any, for all of the foregoing.

(f) If Trustor fails to procure, pay the premium of, or deliver to Beneficiary any of the insurance policies or renewals as required herein, Beneficiary may elect, but shall not be obligated, to effect such insurance and pay the premiums. Trustor shall pay to Beneficiary on demand any premiums so paid with interest thereon at the interest rate specified in the Note from the time of the Beneficiary's payment, and such advance and interest shall be an Obligation secured hereby.

(g) In the event of foreclosure of this Deed of Trust, or other transfer of title to the Real Property in the exercise of the remedies available to Beneficiary, the purchaser of the Real Property shall succeed to all of Trustor's rights, including any rights to unearned premiums, in and to all insurance policies required by this Section, but Trustor shall be entitled to a credit for any such unearned premium with respect to the period after the transfer of title as against any deficiency judgment obtained by Beneficiary, and if no such deficiency exists, to a return of such unearned premium.

(h) If Beneficiary acquires title to the Real Property in any manner, it shall thereupon (as between Trustor and Beneficiary) become the sole and absolute owner of all insurance policies required by this Section, with the sole right to collect and retain all unearned premiums thereon.

2.2 Condemnation and Insurance Proceeds .

(a) Trustor hereby assigns to Beneficiary all of the right, title, and interest which Trustor has or may have in and to (1) the proceeds of any award or claim for damages, direct, consequential or of whatever nature, including without limitation from insurance policies, in connection with any condemnation or other taking of or damage or injury to the Property, or any part thereof, including any award or awards for any change or changes of grade or route of streets affecting the Property, or for conveyance in lieu of condemnation; and (2) all causes of action, whether accrued before or after the date of this Deed of Trust of all types for damages or injury to or otherwise in connection with all or any part of the Property, or in connection with any transaction financed by funds loaned to Trustor by Beneficiary and secured hereby, including without limitation causes of action arising in tort or contract and causes of action for fraud or concealment of a material fact. Beneficiary is hereby authorized, directed, and empowered at its option to collect and receive the proceeds of all awards from the authorities making the same and to give proper receipts and acquittance therefor, and to apply the same toward the payment of any of the Obligations, notwithstanding that such Obligation may not then be due and payable. Trustor shall make, execute, obtain, and deliver to Beneficiary any and all assignments and other instruments sufficient for the purpose of making such assignment free, clear, and discharged of any and all encumbrances of any kind or nature whatsoever. All sums received by Beneficiary pursuant to the terms of this Section in excess of the aggregate of the Obligations shall be remitted to Trustor as its interest may appear to Beneficiary.

(b) Trustor, immediately upon obtaining knowledge of any casualty damage to the Property in excess of Five Thousand Dollars (\$5,000.00) or knowledge of the institution of any proceedings relating to condemnation or other taking of or damage or injury to all or any part of the Property, will immediately notify Beneficiary in writing. Beneficiary may participate in any such proceedings and may join Trustor in adjusting any loss covered by insurance.

(i) All compensation, awards, proceeds, damages, claims, insurance recoveries, rights of action and payments which Trustor may receive or to which Trustor may become entitled in the event of any damage or injury to or a partial condemnation or other partial taking of all or any part of the Property shall be paid over to Beneficiary. Trustor agrees to execute any and all further documents that may be required in order to facilitate collection of any such proceeds and the making of such payment.

(ii) If any material part of the Property is damaged or destroyed and the loss is not adequately covered by insurance proceeds collected or in the process of collection, Trustor shall deposit with Beneficiary or a title insurance or trust company satisfactory to Beneficiary, within ten (10) days following the Beneficiary's request therefor, the amount of the loss not so covered.

2.3 Payment of Taxes and Assessments . Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen (the "Impositions"). Trustor shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustor to deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary shall constitute an Event of Default.

2.4 Funds for Taxes and Insurance .

(a) Upon request of Beneficiary, Trustor shall deposit with Beneficiary or its designee, an additional amount to create a fund sufficient to discharge the obligations of Trustor to pay all Impositions and to pay the premiums on the insurance required to be maintained by this Deed of Trust (the "Escrow Fund"). Trustor shall make payments to the Escrow Fund at the time of each payment under the Note, which payments shall be equal to one-twelfth (1/12) of the estimated annual amount required for the Escrow Fund. Beneficiary in its reasonable discretion shall determine the amount to be deposited in the Escrow Fund. Beneficiary shall not hold the Escrow Fund in trust or as an agent of Trustor and the Escrow Fund shall not bear interest. Beneficiary may apply the Escrow Fund to the payment of the Impositions and insurance premiums in such order as Beneficiary may determine. If at any time Beneficiary in its reasonable discretion determines that the Escrow Fund is insufficient for the full payment of the Impositions and insurance premiums, Trustor shall deposit into the Escrow Fund the amount of the deficiency within ten (10) days after Beneficiary's demand. If the Escrow Fund exceeds the actual amount of the Impositions and insurance premiums, Beneficiary may, at its option, refund such excess or hold such excess in the Escrow Fund and proportionately reduce future required monthly deposits. The creation of the Escrow Fund shall not relieve Trustor of the duties required herein to pay the costs of taxes and insurance but only vests in Beneficiary the right to apply monies in the Escrow Fund to the tax and insurance obligations. Nothing in this Section shall affect any right or remedy which Beneficiary may have under any other provision of this Deed of Trust, the Note, or under any statute or rule permitting Beneficiary to pay any Impositions or insurance premiums and to add the funds so advanced to the Indebtedness.

(b) Beneficiary or its designee shall hold the Escrow Fund as additional security for the Indebtedness. Upon the occurrence of an Event of Default, Beneficiary may, in its sole discretion, apply all or any portion of the Escrow Fund toward reduction of the Indebtedness. Application of all or any portion of the Escrow Fund to the Indebtedness shall not be construed to cure or waive any Event of Default or breach hereunder or to invalidate any act done pursuant to any such breach or Event of Default.

(c) If requested by Beneficiary, Trustor shall deliver to Beneficiary, as soon as Trustor receives them, all tax bills, bond and assessment statements, statements of insurance premiums, and statements for all other Impositions.

(d) If Beneficiary sells or assigns this Deed of Trust, Beneficiary may assign the Escrow Fund to the purchaser or assignee. Beneficiary shall thereupon have no further liability or obligation for the application of the Escrow Fund and Trustor shall look solely to such purchaser or assignee for the application of the Escrow Fund.

2.5 Preservation of Lien Priority by Trustor .

(a) The lien of this Deed of Trust is and will be maintained as a valid first lien on Trustor's interest in the Property. Trustor will not, directly or indirectly, create or suffer or permit to be created or to stand against all or any part of the Property or against the Rents, any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust, except for such other liens as consented to in writing by Beneficiary. However, nothing in this Deed of Trust shall require Trustor to pay any Impositions prior to the time they become due and payable or require Trustor to pay any Imposition so long as Trustor contests the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (1) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (2) Trustor has posted security with Beneficiary in a form and in an amount satisfactory to Beneficiary which the Beneficiary shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Trustor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements. If any such lien is recorded against the Property, Trustor shall post a bond, as provided by statute, or discharge the same of record within fifteen (15) days after such lien is recorded. Without the prior consent of Beneficiary, Trustor shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust or would constitute grounds for the termination by any lessee or sublessee of any lease or leases or sublease or subleases or other occupancy agreements now or hereafter outstanding on the Property (such leases, subleases and occupancy agreements are herein referred to as the "Leases").

(b) All property of every kind acquired by Trustor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Trustor will do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Beneficiary may reasonably require in order to confirm the lien of this Deed of Trust on the Property, the Improvements, and any Improvements Equipment, and Trustor shall pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and fees for filing or recording such instruments.

(c) If any action or proceeding is instituted to evict Trustor or to recover possession of the Property or for any other purpose affecting this Deed of Trust, or the lien of this Deed of Trust, Trustor shall deliver to Beneficiary a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served or received in such action or proceedings, immediately after Trustor receives them.

2.6 Deed of Trust as Security Agreement and Financing Statement .

This Deed of Trust shall cover the Improvements Equipment, all other property affixed to or located upon the Real Property, and all articles of personal property and all materials delivered to the Property for incorporation or use in any construction being conducted thereon and owned by Trustor (which to the fullest extent permitted by law shall be deemed fixtures and a part of the Real Property). If any property covered by this Deed of Trust consists of rights in action or personal property covered by the Uniform Commercial Code, this Deed of Trust constitutes a security agreement and financing statement and is intended when recorded to create a perfected security interest in such property in favor of Beneficiary. This Deed of Trust shall be self-operative with respect to such property, but Trustor agrees to execute and deliver on demand such security agreements, financing statements, and other instruments as Beneficiary may request in order to impose the lien hereof more specifically upon any of such property and to pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and all recording and/or filing fees associated therewith. If the lien of this Deed of Trust on any property is subject to a prior security agreement covering such property, then if any Event of Default occurs, Trustor hereby assigns to Beneficiary all its right, title, and interest in and to all deposits thereon, together with the benefit of any payments now or hereafter made thereon. For purposes of treating this Deed of Trust as a security agreement and financing statement, Beneficiary shall be deemed to be the secured party and Trustor shall be deemed to be the debtor.

2.7 Further Encumbrance or Sale.

(a) Without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole discretion for any reason or for no reason, Trustor shall not execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Property nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Property, whether voluntarily or involuntarily, by operation of law or otherwise, and any act in contravention hereof shall constitute an Event of Default (without notice or passage of time). Trustor shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustor's request for Beneficiary's consent to such a sale or other transfer pursuant to this Section.

(b) Notwithstanding subsection (a) above, Trustor may from time to time replace items of personal property and fixtures constituting a part of the Property, provided: (1) the replacements for such items of personal property or fixtures are of equivalent or superior value and quality; and (2) Trustor has good and clear title to such replacement property free and clear of any and all liens, encumbrances, security interests, ownership interests, claims of title (contingent or otherwise), or charges of any kind, or the rights of any conditional sellers, vendors or any other third parties in or to

such replacement property have been expressly subordinated (at no cost to Beneficiary) to Beneficiary's interests in such replacement property.

(c) If any of the events described in subsection (a) above occur without the prior written consent of Beneficiary as provided in this Section, then the full principal of the Note, the total Indebtedness and all obligations secured by this Deed of Trust, irrespective of the maturity date expressed therein, at the option of Beneficiary, and without demand or notice, shall immediately become due and payable.

2.8 Maintenance of Property . Trustor will not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Trustor at its sole cost and expense will maintain the Property and the parking areas, landscaping, sidewalks, curbs, and vaults adjoining the Improvements in good condition and promptly make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. No improvements may be removed, demolished, or materially altered without the prior written consent of Beneficiary. All repairs shall be equal or superior in quality and class to the original work. No personal property in which Beneficiary has a security interest may be removed from the Property unless it is immediately replaced by similar property of at least equivalent value on which Beneficiary will immediately have a valid first lien and security interest. Trustor in the use and operation of the Property shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property. Trustor shall not bring or keep any article on the Property or cause or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Property. Trustor shall do all acts which from the character or use of the Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

2.9 Protection of Security: Costs and Expenses . At any time and from time to time, Trustor will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby. If Trustor fails to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Property to make repairs or take other action

to protect the security hereof, and pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Beneficiary appears to be prior or superior hereto. Trustor further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident to the protection of the rights of Beneficiary hereunder, or to enforcement or collection of payment of the Indebtedness, whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Trustor, or otherwise. Any amounts disbursed by Beneficiary pursuant to this Section shall be part of the Indebtedness and secured by this Deed of Trust and shall bear interest at the Default Rate. Trustor shall pay all such amounts immediately without demand. Nothing contained in this Section shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.

2.10 Notify Beneficiary of Default. Trustor shall notify Beneficiary in writing within five (5) days of the occurrence of any Event of Default or other event which, upon the giving of notice or the passage of time or both, would constitute an Event of Default.

2.11 Management of Property. Trustor shall manage the Property through its own personnel or a third party manager approved by Beneficiary, and shall not hire, retain or contract with any other third party for property management services without the prior written approval by Beneficiary of such party and the terms of its contract for management services; provided, Beneficiary shall not withhold approval of a new manager if, in Beneficiary's sole discretion, the new manager has a reputation and experience in managing properties similar to the Property which are greater than or equal to the present experience and reputation of the current manager.

2.12 Third Party Agreements. Trustor shall: (a) make or permit no termination or material amendment of any agreement between Trustor and a third party relating to the Property or the Indebtedness, including, without limitation, the Leases (the "Third Party Agreements") without the prior written approval of Beneficiary, except amendments to the Leases as permitted herein and, (b) perform Trustor's obligations under each Third Party Agreement.

2.13 Beneficiary's Interest In and Use of Deposits. Upon the occurrence of an Event of Default, Beneficiary may elect, but shall not be obligated, to apply any moneys at the time on deposit with Beneficiary or other depository and in which Beneficiary has a security interest, on any of Trustor's obligations contained herein or in the Note, in such order and manner as Beneficiary may elect. When the Indebtedness has been fully paid, Beneficiary shall pay any remaining deposits to Trustor. Such deposits are hereby pledged as additional security for the Indebtedness and shall be held without obligation to pay interest thereon to be irrevocably applied by the depository for the purposes for which such deposits are made and shall not be subject to the direction or control of Trustor; provided, neither Beneficiary nor such depository shall be liable

for any failure to apply to the payment of taxes and assessments any amount so deposited unless Trustor, while not in default hereunder, has requested such depository in writing to make application of such funds to the payment of the particular taxes or assessments for payment of which they are deposited, accompanied by the bills for such taxes and assessments.

2.14 Compliance with Laws . Trustor agrees to comply promptly with all present and future laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements of all federal, state, and municipal governments, courts, departments, commissions, boards, and officers, any national or local Board of Fire Underwriters, or any other body exercising similar functions, foreseen or unforeseen, ordinary or extraordinary, which may be applicable to Trustor, the Indebtedness, the Property, the landscaping, sidewalks, curbs, and vaults adjoining the Property, or to the use or manner of use of the Property whether or not such law, statute, ordinance, order, rule, regulation, restriction, or requirement necessitates structural changes or improvements, or the removal of any encroachments or projections, ornamental, structural, or otherwise, onto or over the streets adjacent to the Property, or onto or over property contiguous or adjacent thereto, and including without limitation, all zoning, building code, environmental protection and equal employment opportunity laws, statutes, ordinances, orders, rules, regulations, restrictions, and requirements.

2.15 Use of the Property . Trustor shall use the Property, or cause it to be used, principally and continually as and for operation of a retail facility, and for purposes ordinarily incidental to such uses. Trustor shall not use or permit the use of the Property for any other principal use without the prior written consent of Beneficiary.

2.16 Beneficiary's Right to Cure Trustor's Default . If Trustor fails to pay any sum due hereunder prior to delinquency, whether for taxes, insurance premiums, or other charges, Beneficiary may elect, but shall not be obligated, to pay all or part of such items. Trustor agrees to repay immediately upon demand all funds so advanced by Beneficiary with interest thereon from the date of such payments until repaid at the Default Rate, and all of such advances and the interest thereon shall become part of the Indebtedness and shall be secured by this Deed of Trust.

2.17 Effect of Changes in Laws Regarding Taxation . In the event of the passage of any law of the United States or the State of Utah or any other authority having jurisdiction which law for taxation purposes deducts any lien from the value of land, or imposes upon Beneficiary the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Trustor, or changes in any way laws relating to the taxation of deeds of trusts or debts secured by deeds of trust or Beneficiary's interest in the Property or the manner of collection of taxes, so as to affect this Deed of Trust or the debt secured hereby, then Trustor, upon demand by Beneficiary, shall pay the full amount of such taxes or assessments, or reimburse Beneficiary therefor; provided, if in the opinion of Beneficiary's counsel (a) it may be

unlawful to require Trustor to make such payment, or (b) the making of such payment might constitute usury or render the loan or the Indebtedness wholly or partially usurious under any of the terms or provisions of the Note or this Deed of Trust, then Beneficiary may elect, by written notice to Trustor, to declare all of the Indebtedness with interest thereon to be and become due and payable within ninety (90) days of the giving of such notice, or Beneficiary may, at its option, pay whatever amount or portion of such taxes as renders the Indebtedness unlawful or usurious, in which event Trustor shall concurrently pay the remaining lawful and non-usurious portions or balance of such taxes.

2.18 Information to be Supplied by Trustor to Beneficiary. Trustor will deliver to Beneficiary:

(a) Within three (3) days after Beneficiary's request in person or five (5) days after Beneficiary's request by mail, a written statement in recordable form executed by Trustor, setting forth the amount then secured by this Deed of Trust and whether any offsets or defenses exist against the Indebtedness and if any offsets or defenses are alleged to exist, specifying the nature of such alleged offsets or defenses and, as to such other matters relating to the Indebtedness as Beneficiary may reasonably require; and

(b) Within a reasonable time after Beneficiary's request (but in no event longer than thirty (30) days), such other information with respect to the Property as Beneficiary reasonably requests from time to time.

2.19 Zoning and Private Covenants. Trustor will not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or defining the uses of all or any part of the Property without Beneficiary's prior written consent. If the use of all or any part of the Property is or becomes a nonconforming use under applicable zoning provisions, Trustor will not cause or permit such use to be discontinued or abandoned without Beneficiary's prior written consent.

2.20 Building Alterations. Without Beneficiary's prior written consent, Trustor will not construct, add to, alter, expand, or extend the Improvements or any other improvements on the Property, or consent to or permit any such construction, addition, alteration, expansion, or extension; provided, Trustor shall be able to make minor alterations to the Improvements or other improvements on the Property without Beneficiary's prior written consent so long as the cost of such alterations does not exceed Twenty-Five Thousand Dollars (\$25,000.00).

2.21 Cross Default Effect of Further Security Instruments. If the Indebtedness is now or hereafter further secured by assignments of Trustor's interest in Leases, conditional assignments of rents, security agreements, financing statements,

deeds of trust, collateral assignments, pledges, contracts of guarantee, or other additional securities, any default under the provisions of any such further security shall be a default under this Deed of Trust. Beneficiary may, at its option, exhaust any one or more of such securities as well as security hereunder, either concurrently or independently and in such order as it may determine, and may apply the proceeds to the Indebtedness without waiving or affecting the status of any breach or default of any right or power, whether contained herein or exercised hereunder or whether contained or exercised under any other security.

2.22 Cost of Defending Title to Property . If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Property, Trustor agrees that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Property, shall be reimbursed by Trustor upon demand therefor and until then shall become part of the Indebtedness and be secured hereby.

2.23 Mineral and Other Interests . Trustor agrees that making any oil, gas, water, or other mineral lease with respect to all or any part of the Property, or the sale or conveyance of any water, oil, gas, or other mineral interest or the right to explore for the same under, through, or upon the Property would impair the value of the Property as security for payment of the Indebtedness. Trustor shall have no right, power, or authority to lease all or any part of the Property for oil, gas, water, or other mineral purposes, or to grant, assign, or convey any water, oil, gas, or other mineral interest of any nature, or the right to explore for oil, gas, water, and other minerals, without first obtaining Beneficiary's prior written consent, which consent if granted may be subject to such conditions as Beneficiary may solely determine and shall not be valid until recorded. If Trustor makes any such lease or attempts to grant water rights or any such oil, gas, or other mineral rights without such prior written consent, then Beneficiary may, without notice or passage of time, declare the same to be an Event of Default and declare the Indebtedness immediately due and payable. Whether or not Beneficiary consents to such lease or grant of the water, mineral, oil, or gas rights, Beneficiary shall, at its option, receive the entire consideration to be paid for such lease or grant of the water, mineral, oil, or gas rights, and shall apply such consideration to the Indebtedness as a prepayment of the Note, in inverse order of maturity, whether due or not, without premium or penalty; provided, the acceptance of such consideration shall in no way impair the lien of this Deed of Trust on the entire Property and all rights therein, and all water, oil, gas, and other mineral rights, including any such rights covered by any such consent, shall remain subject to this Deed of Trust.

2.24 Character of Property for Acceleration of Indebtedness Purposes . Trustor covenants, warrants, and represents that the transaction contemplated herein and in the Note is solely a commercial transaction.

3. REPRESENTATIONS AND WARRANTIES

To induce Beneficiary to make the loan secured hereby, Trustor represents and warrants to Beneficiary, in addition to any representations and warranties in the Note or any documents related thereto or hereto, that as of the date hereof and throughout the term of the Indebtedness until the Indebtedness is paid in full and all obligations under this Deed of Trust are performed:

3.1 Liens. Title to the Property, or any part thereof is not subject to any liens, encumbrances or defects of any nature whatsoever, whether or not of record, and whether or not customarily shown on title insurance policies, except for the Permitted Exceptions.

3.2 Third Party Agreements. Each Third Party Agreement is unmodified and in full force and effect and free from default on the part of each party thereto, and all conditions required to be (or which by their nature can be) satisfied by any party to date have been satisfied. Trustor has not done or said or omitted to do or say anything which would give to any obligor on any Third Party Agreement any basis for any claims against Beneficiary or any counterclaim to any claim which might be made by Beneficiary against such obligor on the basis of any Third Party Agreement.

3.3 Leases. All representations by Trustor in the Leases are, or when any Leases are executed will be, true and correct.

4. ASSIGNMENT OF RENTS AND LEASES

4.1 Assignment of Rents. As additional security for the payment of the Indebtedness, Trustor hereby presently and unconditionally assigns, transfers, and sets over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustor in and to the Leases, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under the Leases. Trustor reserves and Beneficiary grants to Trustor a license to collect the Rents. Upon notice to Trustor and the lessees under the Leases, all Rent shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustor, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Beneficiary obtains title to the Property through foreclosure or otherwise. Trustor hereby irrevocably authorizes and directs the lessee under the Leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the

holder of the Certificate of Purchase (issued by the Trustee after the Trustee's Sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such Certificate of Purchase shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of Trustor or of the then owner of the Property or of the Property's value. Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Beneficiary, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, shall not be deemed to make Beneficiary a mortgagee-in-possession or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

4.2 Representations and Covenants Regarding the Leases .

(a) Trustor now is or will be when the Leases are executed the absolute owner of the Leases, with full right and title to assign its interest in the Leases and the Rents.

(b) The Leases are or when executed will be valid, in full force and effect, and have not been modified or amended except as stated herein.

(c) There is no outstanding assignment or pledge of Trustor's interest in the Leases or of the Rents.

(d) Except as disclosed in writing by Trustor to Beneficiary at or before the execution of this Deed of Trust, there are no existing defaults under the provisions of the Leases on the part of either party and all Rents due to date have been collected.

(e) To the best of Trustor's knowledge, the lessees have no defense, set off, or counterclaim against Trustor.

(f) No Rents have been or will hereafter be collected more than one month in advance of when Rent is due and payable and no Rents have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Leases.

(g) Trustor shall not modify, amend, or cancel or terminate the Leases (except where the lessee is in default) or any guarantees of the Leases without the prior written consent of Beneficiary; provided, Trustor may renew, modify or amend the Leases in the ordinary course of business so long as such action does not decrease the monetary obligations of the lessees thereunder, or otherwise decrease the obligations of the lessees or the rights or remedies of the lessor.

(h) Trustor shall apply the Rents to the payment of all necessary and reasonable operating costs and expenses of the Property, debt service on the Indebtedness, and a reasonable reserve for future expenses, repairs and replacements for the Property, before using the Rents for Trustor's personal use or for any other purpose not for the direct benefit of the Property.

(i) The interest of all lessees under the Leases is and will be as lessee only, with no options to purchase or rights of first refusal.

(j) Trustor shall not execute any Lease other than on a form approved by Beneficiary, and shall at all times fully perform the obligations of the lessor under the Leases. Trustor shall not execute any further assignment of the Rents or suffer or permit any such assignment to occur by operation of law. Trustor shall at any time or from time to time, upon request of Beneficiary, transfer and assign to Beneficiary in such form as may be satisfactory to Beneficiary, Trustor's interest in any Lease. Whenever requested by Beneficiary, Trustor shall furnish to Beneficiary a certificate of Trustor setting forth the names of all lessees under the Leases, the terms of their respective Leases, the space occupied, the Rents payable thereunder, any security deposits paid pursuant thereto, and the dates through which any and all rents have been paid.

(k) Each Lease shall provide for the attornment of the lessee thereunder to any person succeeding to Trustor's interest as the result of any foreclosure or transfer in lieu of foreclosure hereunder, which provision shall be in form and substance approved by Beneficiary. If any Lease provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Trustor shall furnish rental insurance to Beneficiary, the policies to be in amount and form and written by such companies as shall be satisfactory to Beneficiary. Each Lease shall remain in full force and effect despite any merger of the interest of Trustor and any lessee thereunder.

(l) Beneficiary shall be deemed to be the creditor of each lessee in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor relief proceedings affecting such lessee (without obligation on the part of Beneficiary, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein). Beneficiary shall have the right to assign Trustor's right, title and interest in

any Leases to any subsequent holder of this Deed of Trust or any participating interest therein or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Beneficiary. Upon the occurrence of any Event of Default, Beneficiary shall have the right to execute new Leases of any part of the Property, including Leases that extend beyond the term of this Deed of Trust. Beneficiary shall have the authority, as Trustor's attorney-in-fact, such authority being coupled with an interest and irrevocable, to sign the name of Trustor and to bind Trustor on all papers and documents relating to the operation, leasing and maintenance of the Property.

(m) If any part of any automobile parking areas included within the Property is taken by condemnation or before such areas are otherwise reduced, Trustor shall provide parking facilities in kind, size and location to comply with the Leases, and before making any contract for such substitute parking facilities, Trustor shall furnish to Beneficiary satisfactory assurance of completion thereof, free of liens and in conformity with all governmental zoning, land use and environmental regulations.

(n) Trustor shall promptly: (1) notify Beneficiary in writing of the giving of any notice by any lessee or sublessee to Trustor of any default by Trustor, as lessor under the Leases, in the performance or observance of any of the terms, covenants, or conditions of the Leases to be performed or observed on the part of Trustor, and (2) deliver to Beneficiary a true copy of each such notice.

5. EVENTS OF DEFAULT AND REMEDIES

5.1 Events of Default. Each of the following shall constitute an Event of Default ("Event of Default") hereunder (including if Trustor consists of more than one person or entity the occurrence of any of such events with respect to any one or more of such person or entities):

(a) Overdue Payment. Trustor fails to pay when due, without notice or demand, any installment of principal or of interest on the Note or any other sum required to be paid pursuant to the terms of this Deed of Trust or the Note.

5.2 Non-monetary Breach. Trustor commits any breach, not involving the payment of moneys, in the due observance or performance of any covenant, condition, or agreement contained in the Note, or in this Deed of Trust, and Trustor fails to cure such breach within thirty (30) days after Beneficiary gives written notice to Trustor of such breach; provided, if a different period or notice requirement is specified for any particular breach under this Deed of Trust or under the Note, such specific provision shall control.

5-3 **Acceleration** . Beneficiary has accelerated the payment of the Indebtedness.

5-4 **Voluntary Insolvency** . Trustor (or any guarantor of the Indebtedness) commences (by petition, application, or otherwise) a voluntary case or other proceeding under the laws of any jurisdiction seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, self-trusteeship, receiver, custodian, or other similar official of it or any substantial part of its property, or consents (by answer or failure to answer or otherwise) to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or makes an assignment for the benefit of creditors, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts as they become due, or takes any action to authorize any of the foregoing.

5-5 **Involuntary Insolvency** . An involuntary case or other proceeding is commenced under the laws of any jurisdiction against Trustor (or any guarantor of the Indebtedness) seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect, or seeking the appointment of a trustee, receiver, custodian, or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding remains undismissed and unstayed for a period of thirty (30) days, or a trustee, receiver, custodian, or other similar official is appointed in such involuntary case.

5-6 **Governmental Control** . Any governmental authority takes possession of any part of the property of, or assumes control over the affairs or operations of, or a receiver is appointed for the property of Trustor (or any guarantor of the Indebtedness).

5-7 **False Representation** . Any of the representations or warranties contained herein or in the Note was false, misleading, or untrue in any respect when made, or, so long as this Deed of Trust remains in effect, becomes false, misleading, or untrue in any respect, in which event Trustor shall have no opportunity to cure such default and the whole of the Indebtedness shall become immediately due and payable at the option of Beneficiary.

5-8 **Dissolution** . The dissolution or termination of existence of Trustor, voluntarily or involuntarily, or any other change of the Trustor's name or form of existence.

5-9 **Acceleration: Notice** . Time is of the essence hereof. Upon the occurrence of any Event of Default, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Note or at law or in equity or by statute,

Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Property sold in the manner provided herein. In the event Beneficiary elects to sell the Property, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Property is located. Beneficiary shall also deposit with Trustee the Notes and all documents evidencing expenditures secured by this Deed of Trust.

5.10 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property 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 (and Trustor hereby waives the right, on its own behalf and anyone claiming by, through or under Trustor, subject to any statutory right of Trustor, to direct the order in which such 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 day 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. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property 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 to payment of (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's reasonable attorney's fees and costs; (b) cost of any evidence of title procured in connection with such sale; (c) all sums expended under the terms hereof in conjunction with any default provision hereunder, not then repaid, with accrued interest at the Default Rate then provided for in the Notes; (d) all sums then secured by this Deed of Trust, including interest and principal on the Notes; and (e) the remainder, if any, to the person or persons legally entitled thereto, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Property is located.

5.11 Surrender of Possession. Trustor shall surrender possession of the Property to the purchaser immediately after the sale of the Property as provided above, in the event such possession has not previously been surrendered by Trustor.

5.12 **UCC Remedies** . Notwithstanding anything to the contrary herein, Beneficiary, with regard to all fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee pursuant to Section 1 of this Deed of Trust, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary.

5.13 **Foreclosure as a Mortgage** . If an Event of Default occurs, Beneficiary shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys fees and costs in such amounts as shall be fixed by the court.

5.14 **Receiver** . If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Property (including having itself appointed as receiver), and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Property or the foreclosure proceeding,, unless the receivership is sooner terminated.

5.15 **No Remedy Exclusive** . No remedy conferred upon or reserved to Beneficiary under this Deed of Trust shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust, or now or hereafter existing at law or in equity or by statute. No delay or failure to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

5.16 **Rights Upon Default** . In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Deed of Trust upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Deed of Trust, to sell the Property encumbered by this Deed of Trust pursuant to the power of sale granted hereunder, the right to foreclose this Deed of Trust as a mortgage, and the right to have a receiver appointed. In addition to any other damages that might be recoverable by Beneficiary under the terms of this Deed of Trust, Trustor shall be liable for any damages incurred by Beneficiary because Beneficiary is, for any reason, denied the opportunity to exercise Beneficiary's rights upon the occurrence of an Event of Default, including, but not

limited to, such damages as are occasioned by depreciation of the Property, loss of use of the Property by Beneficiary, and all opportunity costs incurred through the loss of use of any funds as would have been received by Beneficiary through exercise of the power of sale or foreclosure, or the appointment of a receiver.

5.17 **Hazardous Materials** . Upon the occurrence of an Event of Default as a result of any of the representations or warranties concerning Hazardous Materials made herein being untrue, Beneficiary may commence and maintain an action or actions in any court of competent jurisdiction for breach of contract, whether commenced prior to foreclosure of the Property or after foreclosure of the Property, and to seek the recovery of any and all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred by Beneficiary (the "Environmental Costs") incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action required by any applicable law relating to Hazardous Materials or to which Beneficiary believes necessary to protect the Property, it being conclusively presumed between Beneficiary and Trustor that all such Environmental Costs incurred or advanced by Beneficiary relating to the cleanup, remediation or other response action of or to the Property were made by Beneficiary in good faith. All Environmental Costs incurred by Beneficiary under this Section (including without limitation court costs, consultant fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment) shall be considered Indebtedness and shall bear interest at the Default Rate from the date of expenditure until paid in full. Beneficiary shall have the right to bid, at the sale of the Property held pursuant to this Deed of Trust, the amount of the Environmental Costs, plus interest at the Default Rate, in addition to any other amounts comprising the Indebtedness.

6. **MISCELLANEOUS**

6.1 **Severability of Clauses** . If any term, covenant, condition, or provision of this Deed of Trust or the Note is held to be invalid, illegal, or unenforceable, this Deed of Trust or the Note, as applicable, shall be construed without such provision.

6.2 **Notices** . All notices, requests, demands, and other communications hereunder shall be in writing and shall be given (i) by Federal Express (or other established delivery service which maintains delivery records), (ii) by hand delivery or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

TO TRUSTOR:

East Pad VWP, LLC
c/o Francine Jordan-Coombs
860 East 4500 South, Suite 200 B
Salt Lake City, Utah 84107

TO BENEFICIARY:

BOT Financial, LLC
16000 Ventura Blvd., #1000
Encino, CA 91436
Attn: Arthur A. Greenburg

Such communications may also be given by facsimile transmission, provided any such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

(a) **Waiver.** Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

(b) **Inspection of Property.** Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

(c) **Binding Effect.** This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

(d) **Applicable Law.** This Deed of Trust shall be governed by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and to be performed entirely within the State of Utah.

(e) **Beneficiary Not Partner of Trustor; Trustor to Indemnify Beneficiary.** The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under the Note or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustor or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustor as provided in this Deed of Trust. Trustor shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustor to perform its obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustor's own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.

(f) **Entire Agreement.** Once the Note, this Deed of Trust, and all documents related thereto, if any, have been executed, all of the foregoing constitutes the entire agreement between the parties hereto and none of the foregoing may be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustor, and of any partner, principal or agent of Trustor, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to make the loan secured hereby and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

(g) **No Third Party Benefits.** This Deed of Trust and the Note are made for the sole benefit of Trustor and Beneficiary and their successors and assigns, and no other legal interest of any kind shall be created hereunder or by reason of any of the foregoing. Whether or not Beneficiary elects to employ any or all the rights, powers or remedies available to it under any of the foregoing, Beneficiary shall have no obligation or liability of any kind to any third party by reason of any of the foregoing or any of Beneficiary's actions or omissions pursuant thereto or otherwise in connection with this transaction.

(h) **Effect of Foreclosure on Insurance Claims.** In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment of the Indebtedness, all right, title, and interest of Trustor in and to any insurance policies then in force shall pass to the purchaser or grantee. If, prior to any such transfer of title, any claim under any hazard insurance policy has not been paid and distributed in accordance with the terms of this Deed of Trust and any such claim is paid after any such transfer of title, then, to the extent the Indebtedness was not fully discharged in conjunction with such transfer of title, the insurance proceeds so paid

shall be the property of Beneficiary and shall be paid to Beneficiary as payment on the indebtedness to the extent not fully discharged, and Trustor hereby assigns, transfers, and sets over to Beneficiary all of its right, title, and interest in and to such sum. The balance, if any, shall belong to Trustor as its interests may appear. Notwithstanding the above, Trustor shall retain an interest in the insurance policies above described during any redemption period.

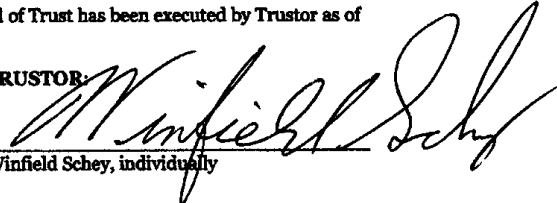
(i) **Writing Required.** No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

(j) **Headings.** Headings of the sections and paragraphs of this Deed of Trust are inserted for convenience only and shall not be deemed to constitute a part hereof.

(k) **Successor Trustee.** Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any previously appointed successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year first above written.

TRUSTOR:

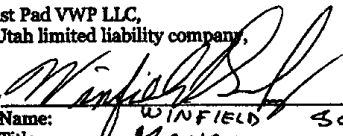

Winfield Schey, individually

East Pad VWP LLC,
a Utah limited liability company,

By

Name:

Title:

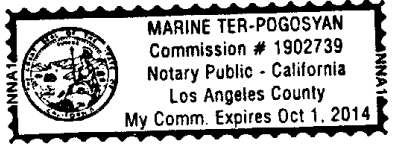

WINFIELD SCHEY
MANAGER

STATE OF CA)
COUNTY OF L.A.) ss.

The foregoing DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FINANCING STATEMENT was acknowledged before me this 14th day of June, 2011, by Winfield Schey.

Marine Ter-Pogossyan
NOTARY PUBLIC

My Commission Expires:
10.01.2014

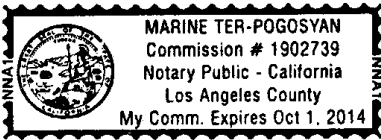


STATE OF CA)
COUNTY OF L.A.) ss.

On the 14th day of JUNE, 2011, personally appeared before me WINFIELD SCHEY, who, being by me duly sworn, did say that he is the manager of East Pad VWP LLC, a Utah limited liability company, that said instrument was signed in behalf of said company by authority of its operating agreement or a resolution of its managers, and said he acknowledged to me that said company executed the same.

Marine Ter-Pogossyan
NOTARY PUBLIC

My Commission Expires:
10.01.2014



980410.1

EXHIBIT "A"

The following described property situated in Salt Lake County, State of Utah:

Beginning at a point North 89°54'04" West 412.35 feet and South 0°05'30" West 59.58 feet from the Southeast corner of Section 7, Township 2 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°54'30" West 86 feet; thence North 0°05'30" East 200 feet; thence South 89°54'30" East 86 feet; thence South 0°05'30" West 200 feet to the point of beginning.

Tax ID No.: 21-07-478-020