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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIDELITY NATIONAL FINANCIAL
7130 GLEN FOREST DR #300
RICHMOND VA 23226
BY: CDC, DEPUTY - MA 16 P.

Prepared by:
Patricia Otoyá
Landmark Dividend
1700 E Walnut Ave, ste 400
El Segundo, CA 90245
310-294-8189

Return to:
Fidelity National Title
7130 Glen Forest Drive #300
Richmond, VA 23226
M. Cater
804-267-2173
12984543

DEED OF TRUST AND SECURITY AGREEMENT

GRANTOR(S): LD HOLDINGS LLC

GRANTEE(S): TITLE WEST, INC., TRUSTEE
LANDMARK DIVIDEND FUNDING LP

**PREPARED BY AND UPON
RECORDATION RETURN TO:**

LANDMARK DIVIDEND LLC
1700 E. WALNUT AVE., SUITE 400
EL SEGUNDO, CA 90245
ATTN: LEGAL DEPT.

LD HOLDINGS LLC, as trustor (Borrower)

To

TITLE WEST, INC.

(Trustee)

For the benefit of

LANDMARK DIVIDEND FUNDING, LP

as beneficiary (Lender)

DEED OF TRUST AND SECURITY AGREEMENT

Dated: As of 9/12, 2011

Location: 1414 W. 200 S, Salt Lake City, UT 84104

County: Salt Lake

Landmark#: BB110411

12984543
BB110411/Dean Holdings

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "**Deed of Trust**") is made as of this 12th day of September, 2010, by **LD HOLDINGS LLC**, a Delaware limited liability company, having its principal place of business at 1700 E. Walnut Ave., Suite 400, El Segundo, CA 90245, ("**Borrower**") to **TITLE WEST, INC.**, having an address at 2735 East Parleys Way, Suite 207, Salt Lake City, UT 84109 ("**Trustee**") for the benefit of **LANDMARK DIVIDEND FUNDING, LP**, a Delaware limited partnership, having an address at 4200 Montrose Blvd., Suite 200, Houston, TX 77006 ("**Lender**").

RECITALS:

The Borrower and the Lender has entered into that certain Revolving Loan and Security Agreement, dated as of February 24, 2010 (as amended, restated or supplemented from time to time in accordance with its terms, the "**Credit Agreement**"), pursuant to which Borrower has obtained from the Lender a revolving credit line in an aggregate original principal amount of up to Thirteen Million Dollars (\$13,000,000) (the "**Loan**"); and

This Security Instrument is given pursuant to the Credit Agreement, and payment, fulfillment, and performance by Borrower of its obligations thereunder and under the other Financing Agreements are secured hereby. All capitalized terms not defined herein shall have the respective meanings set forth in the Credit Agreement.

Article 1 -GRANTS OF SECURITY

Section 1.1 PROPERTY MORTGAGED. Borrower does hereby irrevocably grant, pledge, warrant, transfer and assign unto Trustee in trust, with power of sale, for the benefit of Lender, and its successors and assigns all of its right, title and interest in and to that certain Easement and Assignment of Lease Agreement described in Exhibit A attached hereto (the "**Easement Agreement**") and, in addition thereto, or deriving from or relating thereto, the following property, rights, interests and estates now owned, or hereafter acquired by Borrower (collectively, the "**Property**");

(a) Lease. The landlord's interest in the lease described in Exhibit B attached hereto (the "**Lease**") affecting the real property described on Exhibit C attached hereto (the "**Land**") and assigned to Borrower pursuant to the Easement Agreement, including all assignments, modifications, extensions and renewals of the Lease and all credits, deposits, options, privileges and rights of Borrower as landlord or tenant, as applicable, under the Lease, including, but not limited to, the right, if any, to renew or extend the Lease for a succeeding term or terms, and also including all the right, title, claim or demand whatsoever of Borrower either in law or in equity, in possession or expectancy, of, in and to Borrower's right, as landlord or tenant, as applicable, under the Lease pursuant to Section 365 of the Bankruptcy Code, Title 11 U.S.C.A. §101 et seq. (the "**Bankruptcy Code**");

(b) Rents. All rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, deposits (including, without limitation, security, utility and other deposits) and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Borrower or its agents or employees from any and all sources arising from or attributable to the Property now existing or hereafter arising (collectively, the "**Rents**") and all proceeds from the sale or other

disposition of the Lease and the right to receive and apply the Rents to the payment of the Debt (as defined below);

(c) Condemnation Awards. All of Borrower's interests in any awards, including interest thereon, which may heretofore and hereafter be made with respect to the Property by reason of condemnation, whether from the exercise of the right of eminent domain (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of the right), or for any other injury to or decrease in the value of the Property;

(d) Rights. The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Lender in the Property;

Section 1.2 ASSIGNMENT OF RENTS. Borrower hereby absolutely and unconditionally assigns to Lender, all of Borrower's right, title and interest in and to the Lease and Borrower's interest in any future lease of the Land and the Rents; it being intended by Borrower that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of the Credit Agreement, this Section 1.2 and Section 7.1 of this Deed of Trust, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents. Upon or at any time after the occurrence and during the continuance of an Event of Default, the license granted to Borrower herein may be revoked by Lender, and Lender may enter the Property, and collect, retain and apply the Rents toward payment of the Debt in accordance with the Credit Agreement. The foregoing assignment shall be fully operative without any further action on the part of either party and Lender shall be entitled to the Leases and Rents whether or not Lender takes possession of the Property or any part thereof.

CONDITIONS TO GRANT

TO HAVE AND TO HOLD the above granted and described Property unto and to the use and benefit of Lender, and the successors and assigns of Lender, forever;

PROVIDED, HOWEVER, with respect to any Lease and the Land subject to such Lease, that the lien of this Deed of Trust does not encumber such Land;

PROVIDED FURTHER, HOWEVER, upon written request of Lender stating that all sums secured hereby have been paid, that Borrower has well and truly abided by and complied with each and every covenant and condition set forth herein and in the Credit Agreement, and upon the surrendering of this Deed of Trust to Trustee for cancellation and retention and upon payment by the Borrower of Trustee fees, Trustee shall re-convey to Borrower, or to the person or persons legally entitled thereto, without warranty, any portion of estate hereby granted and then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as the "the person or persons legally entitled thereto".

Article 2 -DEBT AND OBLIGATIONS SECURED

Section 2.1 DEBT. This Deed of Trust and the grants, assignments and transfers made in Article 1 are given for the purpose of securing the indebtedness owed by Borrower to Lender pursuant to the terms of the Credit Agreement (the "Debt").

Section 2.2 OTHER OBLIGATIONS. This Deed of Trust and the grants, assignments and transfers made in Article 1 are also given for the purpose of securing the performance of the following (the "Other Obligations"): (a) all other obligations of Borrower contained herein; (b) each obligation of Borrower contained in the Credit Agreement and any other Financing Agreements; and (c) each obligation of Borrower contained in any renewal, extension, amendment, modification, consolidation, change of, or substitution or replacement for, all or any part of the Credit Agreement or any other Financing Agreement.

Section 2.3 DEBT AND OTHER OBLIGATIONS. Borrower's obligations for the payment of the Debt and the performance of the Other Obligations shall be referred to collectively herein as the "Obligations."

Section 2.4 PAYMENT OF DEBT. Borrower will pay the Debt at the time and in the manner provided in the Credit Agreement.

Section 2.5 INCORPORATION BY REFERENCE. All of the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties contained in (a) the Credit Agreement, (b) the Security Agreement and (c) all and any of the other Financing Agreements, are hereby made a part of this Deed of Trust to the same extent and with the same force as if fully set forth herein.

Article 3 -PROPERTY COVENANTS

Borrower covenants and agrees that:

Section 3.1 LEASES. Borrower shall not enter in any leases or sublease for all or any portion of the Property unless in accordance with the provisions of the Credit Agreement.

Section 3.2 TITLE. Borrower shall not create, incur, assume or suffer to exist a Lien of any nature whatsoever on the Real Property Collateral except as permitted under the Credit Agreement.

Article 4 -DUE ON SALE/ENCUMBRANCE

Section 4.1 NO SALE/ENCUMBRANCE. Borrower shall not cause or permit a sale, conveyance, mortgage, grant, bargain, encumbrance, pledge, assignment, lease, sublease, grant of any options with respect to, or any other transfer or disposition (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) of a legal or beneficial interest in the Property or any part thereof, other than in accordance with the provisions of the Credit Agreement, without the prior written consent of Lender.

Article 5 RELEASE OF PROPERTY

Section 5.1 RELEASE OF PROPERTY. Borrower shall not be entitled to a release of any portion of the Property from the lien of this Deed of Trust except in accordance with terms and conditions of the Credit Agreement.

Article 6 -DEFAULT

Section 6.1 EVENT OF DEFAULT. The term "Event of Default" as used in this Deed of Trust shall have the meaning assigned to such term in the Credit Agreement.

Article 7 -RIGHTS AND REMEDIES UPON DEFAULT

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Borrower agrees that Lender may, acting through Trustee may, take such action or actions as may be provided in the Credit Agreement and the other Financing Agreements, and, in addition thereto, shall have the right to take the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Lender or Trustee:

(a) institute proceedings, judicial or otherwise, for the complete foreclosure of this Deed of Trust under any applicable provision of law, in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;

(b) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Deed of Trust for the portion of the Debt then due and payable, subject to the continuing lien and security interest of this Deed of Trust for the balance of the Debt not then due, unimpaired and without loss of priority;

(c) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Borrower therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;

(d) the license granted to Borrower under Section 1.2 hereof shall automatically be revoked;

(e) enter upon and take possession of the Property, with or without legal action, and by force if necessary, collect therefrom 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 any one or more of the following items in such manner and in such order of priority as Lender, in Lender's sole discretion, may elect; the payment of any sums due under any prior lien, taxes, water and sewer rents, charges and claims, insurance premiums and all other carrying charges, and to the maintenance, repair or restoration of the Property, or on account of the Debt; in and for that purpose Borrower hereby assigns to Lender all rentals due and to become due under any lease or leases or rights to

use and occupation of the Property hereafter created, 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.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Property, this Deed of Trust shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

Article 8 FURTHER ASSURANCES

Section 8.1 RECORDING OF DEED OF TRUST, ETC. Borrower forthwith upon the execution and delivery of this Deed of Trust and thereafter, from time to time, will cause this Deed of Trust and any of the other Financing Agreements creating a lien or security interest or evidencing the lien hereof upon the Property and each instrument of further assurance to be filed, registered or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect and perfect the lien or security interest hereof upon, and the interest of Lender in, the Property. Borrower will pay all taxes, filing, registration or recording fees, and all expenses incident to the preparation, execution, acknowledgment and/or recording of this Deed of Trust, the other Financing Agreements, and any instrument of further assurance, and any modification or amendment of the foregoing documents, and all federal, state, county and municipal taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this Deed of Trust, the other Financing Agreements, or any instrument of further assurance, and any modification or amendment of the foregoing documents, except where prohibited by law so to do.

Section 8.2 LEGAL FEES FOR ENFORCEMENT. After the occurrence and during the continuance of an Event of Default, Borrower shall pay to Lender on demand any and all reasonable out-of-pocket expenses, including legal expenses and attorneys' fees, incurred or paid by Lender in protecting its interest in the Property or in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property (including commencing any foreclosure action), whether or not any legal proceeding is commenced hereunder or thereunder, together with interest thereon at the Default Rate from the date paid or incurred by Lender until such expenses are paid by Borrower. The phrases "legal expenses" and "attorneys' fees" shall include any and all reasonable attorneys', paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Lease and the Rents and enforcing its rights hereunder after the occurrence and during the continuance of an Event of Default.

Article 9 -WAIVERS

Section 9.1 WAIVER OF FORECLOSURE DEFENSE. Borrower hereby waives any defense Borrower might assert or have by reason of Lender's failure to make any tenant or lessee of the Property a party defendant in any foreclosure proceeding or action instituted by Lender.

Article 10 -NOTICES

Section 10.1 NOTICES. All notices or other written communications hereunder shall be delivered in accordance with Section 9.12 of the Credit Agreement.

Article 11 -APPLICABLE LAW

Section 11.1 GOVERNING LAW. This Deed of Trust shall be governed, construed, applied and enforced in accordance with the laws of the state in which the Property is located and applicable laws of the United States of America.

Section 11.2 PROVISIONS SUBJECT TO APPLICABLE LAW. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law. If any term of this Deed of Trust or any application thereof shall be invalid or unenforceable, the remainder of this Deed of Trust and any other application of the term shall not be affected thereby.

Article 12 -MISCELLANEOUS PROVISIONS

Section 12.1 NO ORAL CHANGE. This Deed of Trust, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 12.2 SUCCESSORS AND ASSIGNS. This Deed of Trust shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 12.3 CONTINUING EFFECT; INCONSISTENCY. If any term, covenant or condition of the Credit Agreement, the Security Agreement or this Deed of Trust is held to be invalid, illegal or unenforceable in any respect, the Credit Agreement, the Security Agreement and this Deed of Trust shall be construed without such provision.

Section 12.4 HEADINGS, ETC. The headings and captions of various Sections of this Deed of Trust are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 12.5 ENTIRE AGREEMENT. This Deed of Trust and the other Financing Agreements contain the entire agreement of the parties hereto and thereto in respect of the transactions contemplated hereby and thereby, and all prior agreements among or between such parties, whether oral or written between Borrower and Lender are superseded by the terms of this Deed of Trust and the other Financing Agreements.

Section 12.6 LIMITATION ON LENDER'S RESPONSIBILITY. No provision of this Deed of Trust shall operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other Person, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 12.7 DEFINITIONS. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust may be used interchangeably in singular or plural form.

Article 13 –DEED OF TRUST PROVISIONS

Section 13.1 CONCERNING THE TRUSTEE. Trustee shall be under no duty to take any action hereunder except as expressly required hereunder or by law, or to perform any act which would involve Trustee in any expense or liability or to institute or defend any suit in respect hereof, unless properly indemnified to Trustee's reasonable satisfaction. Trustee, by acceptance of this Deed of Trust, covenants to perform and fulfill the trusts herein created, being liable, however, only for gross negligence or willful misconduct, and hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by Trustee in accordance with the terms hereof. Trustee may resign at any time upon giving thirty (30) days notice to Borrower and to Lender. Lender may remove Trustee at any time from time to time and select a successor trustee. In the event of death, removal, resignation, refusal to act, or inability to act of Trustee, or in its sole discretion for any reason whatsoever Lender may, without notice and without specifying any reason therefor and without applying to any court, select and appoint a successor trustee, by an instrument recorded wherever this Deed of Trust is recorded and all powers, rights, duties and authority of Trustee, as aforesaid, shall thereupon become vested in such successor. Such substitute shall not be required to give bond for the faithful performance of the duties of Trustee hereunder unless required by Lender. The procedure provided for in this Section 13.1 for substitution of trustee shall be in addition to and not in exclusion of any other provisions for substitution, by law or otherwise.

Section 13.2 TRUSTEE'S FEES. Borrower shall pay all reasonable costs, fees and expenses incurred by Trustee and Trustee's agents and counsel in connection with the performance by Trustee of Trustee's duties hereunder and all such costs, fees and expenses shall be secured by this Deed of Trust.

Section 13.3 RETENTION OF MONEY. All monies received by Trustee shall, until used or applied as herein provided, be held in trust for purposes for which they were received, but need not be segregated in any manner from any other monies (except to the extent required by applicable law) and Trustee shall be under no liability for interest on any monies received by Trustee hereunder.

Section 13.4 PERFECTION OF APPOINTMENT. Should any deed, conveyance, or instrument of any nature be required from Borrower 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 Borrower.

Section 13.5 SUCCESSION INSTRUMENTS. Any substitute trustee appointed pursuant to any provisions hereof shall, without any further act, deed, or conveyance, become vested with all estates, properties, rights, powers, and trusts of its or his/her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Lender 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 monies held by such Trustee to the substitute trustee so appointed in the Trustee's place.

Article 14 -STATE SPECIFIC PROVISIONS

Section 14.1 PRINCIPLES OF CONSTRUCTION. In the event of any inconsistencies between the terms and conditions of this Article 13 and the terms and conditions of this Deed of Trust, the terms and conditions of this Article 13 shall control and be binding.

Section 14.2 BUSINESS PURPOSE. Borrower warrants that this Deed of Trust is delivered in connection with a business or commercial loan transaction.

Section 14.3 COMMERCIAL LOAN. Borrower represents and warrants that the Debt included as obligations secured by this Deed of Trust was obtained solely for the purpose of carrying on or acquiring a business or commercial investment and not for residential, consumer or household purposes.

Section 14.4 MAXIMUM PRINCIPAL AMOUNT SECURED. Notwithstanding anything contained herein to the contrary, the maximum amount of principal indebtedness secured by this Deed of Trust at the time of execution hereof or which under any contingency may become secured by this Deed of Trust at any time hereafter is \$80,000.00 plus expenses incurred in upholding the lien of this Deed of Trust, including, but not limited to, (i) the expenses of any litigation to prosecute or defend the rights and lien created by this Deed of Trust; (ii) any amount, cost or charges to which Lender becomes subrogated upon payment, whether under recognized principles of law or equity or under express statutory authority and (iii) interest at the Default Rate (or regular interest rate).

Section 14.5 DUE ON SALE/ENCUMBRANCE Borrower expressly agrees upon a violation of Article 4 of this Deed of Trust by Borrower and the acceleration of the principal balance of the Loan because of such violation, borrower will pay all sums required to be paid in connection with a prepayment, if any, as described in the Credit Agreement or any other Loan Document, herein imposed on prepayment after an Event of Default and acceleration of the principal balance. Borrower expressly acknowledges that Borrower has received adequate consideration for the foregoing agreement.

Section 14.6 POWER OF SALE. Upon the occurrence and during the continuance of an event of Default, Lender, successors and assigns, may elect to cause the Property or any part thereof to be sold as follows:

- (a) Lender may proceed as if all of the Property were real property, in accordance with subparagraph (c) below, or Lender may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Land without causing structural damage thereto as if the same was personal property, and dispose of the same in accordance with the Credit Agreement, separate and apart from the sale of real property, the remainder of the Property being treated as real property.
- (b) Lender may cause any such sale or other disposition to be conducted immediately following the expiration of any grace period, if any, herein provided (or immediately upon the expiration of any redemption period required by law) or Lender may delay any such sale or other disposition for such period of time as Lender deems to be in its best interest. Should Lender desire that more than one such sale or other disposition be conducted, Lender may at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as Lender may deem to be in its best interest.
- (c) Should Lender elect to sell the Property which is real property or which Lender has elected to treat as real property, upon such election Lender or Trustee shall give such Notice of Default and Election to Sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such Notice of Sale as may then be required by law, Trustee, at the time and place specified in the Notice of Sale, shall sell such Property, or any portion thereof specified by Lender, at public auction to the highest bidder for cash in lawful money of the United States, subject, however, to the provisions of subparagraph (i) hereof. Trustee for good cause may, and upon request of Lender shall, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor.
- (d) Lender and Trustee shall apply the proceeds of any sale or disposition hereunder to payment of the following: (1) the expenses of such sale or disposition together with Trustee's fees and reasonable attorneys' fees, and the actual cost of publishing, recording, mailing and posting notice; (2) the costs of any search and/or other evidence of title procured in connection therewith and transfer tax on any deed of conveyance; (3) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount herein; (4) all other sums secured hereby; and (5) the remainder if any to the person or persons legally entitled thereto.
- (e) No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Lender, to which either of them may be otherwise entitled, may be exercised from time to time and as often deemed expedient by Trustee or Lender, and either of them may perform inconsistent

remedies. If there exists additional security for the performance of the obligations secured hereby, the holder of the Loan, at its sole option an without limiting or affecting any rights or remedies hereunder, may exercise any rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

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

LD HOLDINGS LLC, a Delaware limited liability company

By: Landmark Dividend LLC, a Delaware limited liability company, its sole Member

By: Keith Drucker

Name: Keith Drucker
Title: Authorized Signatory

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On September 12, 2011 before me, ROCIO VELINOV, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person 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.

Rocio Velinov

Notary Public in and for the State of California

Expiration: _____

BB110411/Dean Holdings



BB110411/Dean Holdings

BK 9956 PG 8792

EXHIBIT A

EASEMENT AGREEMENT DESCRIPTION

That certain Easement and Assignment of Lease Agreement dated September 6, 2011, by and between Terri Busch, Trustee of the Dean Holdings Trust, whose address is 1400 W. 200 S, Salt Lake City, UT 84104 ("Grantor") and LD Holdings LLC, whose address is 1700 E. Walnut Ave., Suite 400, El Segundo, CA 90245 ("Landmark") for the property located at 1400 W. 200 S, Salt Lake City, UT 84104.

EXHIBIT B

LEASES DESCRIPTION

That certain Lease Agreement dated April 11, 1997, by and between Terri Busch, Trustee of the Dean Holdings Trust, whose address is 1400 W. 200 S, Salt Lake City, UT 84104 ("Lessor") and CBS Outdoor, Inc., a Delaware corporation, whose address is 405 Lexington Ave., New York, NY 10174 ("Lessee"), for the property located at 1400 W. 200 S, Salt Lake City, UT 84104.

EXHIBIT C

LEGAL DESCRIPTION