



W3307129

E# 3307129 PG 1 OF 40
Leann H. Kilts, WEBER COUNTY RECORDER
04-Dec-23 0319 PM FEE \$40.00 DEP SLW
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED

BT **BT**
TIN 19-059-0010, 19-059-0011, (Space Above For Recorder's Use)
19-059-0012 & 19-059-0013 **BT**

BT
**DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT
OF LEASES AND RENTS AND FIXTURE FILING**

VASTECO REAL ESTATE LLC
(Trustor)

TO

COTTONWOOD TITLE INSURANCE AGENCY, INC.
(Trustee)

FOR THE BENEFIT OF

STORMFIELD SPV I, LLC
and its successors and assigns
(Beneficiary)

Dated: December 4, 2023
Property: See Exhibit A attached hereto and made part hereof
File No. 173577-CAP
Title Co. Cottonwood Title Insurance Agency, Inc., as agent
for Fidelity National Title Insurance Company

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Stormfield Capital Funding I, LLC
200 Pequot Avenue
Southport, CT 06890
Attention: Loan Servicing

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIS DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING (this "**Deed of Trust**"), made on December 4, 2023 (the "**Effective Date**"), by VASTECO REAL ESTATE LLC, a Florida limited liability company having an address for purposes of notices and legal process at 16711 Park Centre Boulevard, Miami Gardens, Florida 33169 (the "**Trustor**"), to COTTONWOOD TITLE INSURANCE AGENCY, INC., having an address at 1996 East 6400 South, Suite 120, Murray, Utah 84121 (the "**Trustee**"), for the benefit of STORMFIELD SPV I, LLC, a Delaware limited liability company having an address at 200 Pequot Avenue, Southport, Connecticut 06890, and its successors and/or assigns (the "**Beneficiary**").

W I T N E S S E T H:

To secure the payment of an indebtedness in the principal sum of One Million Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$1,675,000.00) in lawful money of the United States of America, to be paid with interest and all other sums and fees payable according to a certain Promissory Note, dated as of the date hereof, made by Trustor to Beneficiary (together with all extensions, renewals or modifications thereof, being hereinafter collectively called the "**Note**"; and the loan evidenced by the Note being hereinafter referred to as the "**Loan**") and all indebtedness, obligations, liabilities and expenses due hereunder and under any other Loan Document (as hereinafter defined) (the indebtedness, interest, other sums, fees, obligations and all other sums due from Trustor under the Note and/or hereunder and/or any other documents or instruments which evidence or secure the Loan (herein collectively called the "**Loan Documents**") being collectively called the "**Indebtedness**"), Trustor hereby irrevocably grants, bargains, sells and conveys to Trustee IN TRUST, WITH POWER OF SALE, all of Trustor's right, title and interest in and to the following property and rights, whether now owned or held or hereafter acquired (collectively, the "**Trust Property**") and Trustor further grants to Trustee a security interest in the Trust Property.

GRANTING CLAUSE ONE

All right, title and interest in and to the real properties described on Exhibit "A" attached hereto (the "**Land**").

GRANTING CLAUSE TWO

All additional lands, estates and development rights hereafter acquired by Trustor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed of trust or otherwise, be expressly made subject to the lien thereof (collectively, the "**Additional Land**").

GRANTING CLAUSE THREE

Any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (collectively, the “**Improvements**”; the Land, the Additional Land and the Improvements hereinafter collectively referred to as the “**Real Property**”).

GRANTING CLAUSE FOUR

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Trustor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

GRANTING CLAUSE FIVE

All machinery, equipment, fixtures, furnishings, inventory and other property of every kind and nature whatsoever owned by Trustor or in which Trustor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property (including, without limitation, food and beverage) and all building equipment, materials and supplies of any nature whatsoever owned by Trustor or in which Trustor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the “**Equipment**”) and the right, title and interest of Trustor in and to any of the Equipment which may be subject to any Security Agreements (as defined in the Uniform Commercial Code of the State of Utah, as amended (the “**Uniform Commercial Code**”)) superior, inferior or pari passu in lien to the lien of this Deed of Trust. In connection with Equipment which is leased to Trustor or which is subject to a lien or security interest which is superior to the lien of this Deed of Trust, this Deed of Trust shall also cover all right, title and interest of Trustor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

GRANTING CLAUSE SIX

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, 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 said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.

GRANTING CLAUSE SEVEN

All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "**Bankruptcy Code**") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property) (together with any extension or renewal of the same, the "**Leases**") and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "**Rents**") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

GRANTING CLAUSE EIGHT

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

GRANTING CLAUSE NINE

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

GRANTING CLAUSE TEN

The right, in the name and on behalf of Trustor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Beneficiary in the Real Property or any part thereof and all awards and/or judgments received by Trustor from any source whatsoever.

GRANTING CLAUSE ELEVEN

All cash on hand, bank accounts, accounts receivable, utility or other deposits, intangibles, contract rights, interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Real Property or any part thereof.

GRANTING CLAUSE TWELVE

All rights which Trustor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) relating to the Real Property or any part thereof.

GRANTING CLAUSE THIRTEEN

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, management contracts, and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

GRANTING CLAUSE FOURTEEN

All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

WITH RESPECT to any portion of the Trust Property which is not real estate under the laws of the State of Utah, Trustor hereby grants, bargains, sells and conveys the same to Beneficiary for the purposes set forth hereunder and the references above to Trustee shall be deemed to be to Beneficiary with respect to such portion of the Trust Property and Beneficiary shall be vested with all rights, power and authority granted hereunder or by law to Trustee with respect thereto.

TO HAVE AND TO HOLD the above granted and described Trust Property unto and to the use and benefit of Trustee and its successors and assigns for the benefit of Beneficiary and the successors and assigns of Beneficiary forever.

IN TRUST, WITH POWER OF SALE, to secure the payment to Beneficiary of the Indebtedness at the time and in the manner provided for its payment in the Note and in this Deed of Trust;

PROVIDED, HOWEVER, these presents are upon the express condition, if Trustor shall well and truly pay to Beneficiary the Indebtedness at the time and in the manner provided in the Note and this Deed of Trust and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note and in the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void;

AND Trustor represents and warrants to and covenants and agrees with Beneficiary and Trustee as follows:

PART I - GENERAL PROVISIONS

1. **Payment of Indebtedness and Incorporation of Covenants, Conditions and Agreements.** Trustor shall pay the Indebtedness at the time and in the manner provided in the Note, this Deed of Trust and the other Loan Documents. All the covenants, conditions and agreements contained in the Note and the other Loan Documents 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.

2. **Warranty of Title.** Trustor has good and indefeasible title to the Real Property; Trustor has the right to deed, give, grant, bargain, sell, alienate, convey, confirm, pledge, lease, assign, hypothecate and grant a security interest in the Trust Property; Trustor possesses an indefeasible fee estate in the Real Property; and Trustor owns the Real Property free and clear of all liens, encumbrances and charges whatsoever except those exceptions shown in the title insurance policy insuring the lien of this Deed of Trust (this Deed of Trust and all liens and encumbrances created by the Loan Documents, the liens, encumbrances and charges shown as exceptions in such title policy, liens for taxes or other governmental charges not yet due and delinquent, such other title and survey exceptions as Beneficiary has approved in its discretion shall hereinafter collectively referred to as the "**Permitted Encumbrances**"). Trustor shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Deed of Trust and shall forever warrant and defend the same to Beneficiary and Trustee against the claims of all persons whomsoever.

3. **Insurance; Casualty.** Unless otherwise agreed, in writing, by Beneficiary, in its sole and absolute discretion, Trustor, at its sole cost and expense, shall at all times maintain the insurance policies and coverages as required by Exhibit B, annexed hereto and made a part hereof by this reference.

4. **Condemnation.** Trustor shall promptly give Beneficiary and Trustee written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Beneficiary and Trustee copies of any and all papers served in connection with such proceedings. Following the occurrence of a partial condemnation, Trustor, regardless of whether an award is available, shall promptly proceed to restore, repair, replace or rebuild the Improvements and, to the extent practicable in light of the condemnation, to be of at least equal value and of substantially the same character as prior to such condemnation, all to be affected in accordance with applicable law. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Trustor shall continue to pay the Indebtedness at the time and in the manner provided for its payment in the Note, in this Deed of Trust and the other Loan Documents and the Indebtedness shall not be reduced until any award or payment therefor shall have been actually received after expenses of collection and applied by Beneficiary to the discharge of the Indebtedness. Trustor shall cause the award or payment made in any condemnation or eminent domain proceeding, which is payable to Trustor, to be paid directly to Beneficiary. Beneficiary may, at Beneficiary's election, use the award in any one or more of the following ways: (a) apply any such award or payment (for purposes of this Section 4, the award or payment that may be made in any condemnation or eminent domain proceeding shall mean the entire award allocated to Trustor in any capacity) to the discharge of the Indebtedness whether or not then due and payable (such application to be without prepayment fee or premium),

(b) use the same or any part thereof to fulfill any of the covenants contained herein as Beneficiary may determine, (c) use the same or any part thereof to replace or restore the Trust Property to a condition satisfactory to Beneficiary, or (d) release the same to Trustor. If the Trust Property is sold, through foreclosure or otherwise, prior to the receipt by Beneficiary of such award or payment, Beneficiary shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said award or payment or a portion thereof sufficient to pay the Indebtedness.

5. **Leases and Rents.** All rights related to the Leases and Rents shall be governed by that certain Assignment of Leases and Rents executed as of the date hereof by Trustor in favor of Beneficiary.

6. **Maintenance and Use of Trust Property.** Trustor shall, at its sole cost and expense, keep and maintain the Trust Property, including, without limitation, parking lots and recreational and landscaped portions thereof, if any, in good order and condition. The Improvements and the Equipment shall not be materially diminished, removed, demolished or altered (except for normal replacement of Equipment) and Trustor shall not erect any new buildings, structures or building additions on the Trust Property without the prior consent of Beneficiary, not to be unreasonably conditioned, delayed or withheld. So long as no Event of Default shall have occurred and be continuing, Trustor shall have the right at any time and from time to time after providing Beneficiary with written notice to make or cause to be made reasonable alterations of and additions to the Trust Property or any part thereof, provided that any alteration or addition (a) shall not change the general character of the Trust Property or reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of the Trust Property, (b) is effected with due diligence, in a good and workmanlike manner and in compliance with all applicable laws and with all provisions of any insurance policy covering or applicable to the Trust Property and all requirements of the issuers thereof, (c) is promptly and fully paid for, or caused to be paid for, by Trustor or a tenant or occupant of the Trust Property, (d) the estimated cost of such alteration or addition does not exceed five percent (5%) of the original principal amount of the Loan, (e) is made under the supervision of a qualified architect or engineer, (f) shall not violate the terms of any Leases, and (g) upon completion, Trustor shall provide Beneficiary with (aa) a satisfactory final improvement survey if the footprint of the building has been altered, (bb) any final occupancy permit which may be required for the Improvements, (cc) all other governmental permits, certificates and approvals and all other permits, certificates and approvals of fire underwriters which are required with respect to the alterations and additions and the use and occupancy thereof, and shall furnish true copies thereof to Beneficiary, and (dd) final lien waivers from all contractors, subcontractors and materialmen. Trustor shall promptly comply with all laws, orders and ordinances affecting the Trust Property, or the use thereof, provided, however, that nothing in the foregoing clause shall require Trustor to comply with any such law, order or ordinance so long as Trustor shall in good faith, after notice to, but without cost or expense to, Beneficiary, contest the validity of such law, order or ordinance by appropriate legal proceedings and in accordance with all applicable law, which proceedings must operate to prevent (i) the enforcement thereof, (ii) the payment of any fine, charge or penalty, (iii) the sale or forfeiture of the Trust Property or any part thereof, (iv) the lien of this Deed of Trust and the priority thereof from being impaired, (v) the imposition of criminal liability on Beneficiary and (vi) the imposition, unless stayed, of civil liability on Beneficiary; provided that during such contest Trustor shall, at the option of Beneficiary, provide cash, bonds or other security

satisfactory to Beneficiary, indemnifying and protecting Beneficiary against any liability, loss or injury by reason of such non-compliance or contest, and provided further, that such contest shall be promptly and diligently prosecuted by and at the expense of Trustor. Trustor shall promptly, at its sole cost and expense, repair, replace or rebuild any part of the Trust Property which may be destroyed by any casualty (subject to Section 3 hereof), or become damaged (subject to Section 3 hereof), worn or dilapidated. Trustor shall not commit any waste at the Trust Property. Trustor shall not initiate, join in, acquiesce in or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Trust Property or any part thereof.

7. Transfer or Encumbrance of the Trust Property or Interests in Trustor; Other Indebtedness.

(a) Trustor acknowledges that Beneficiary has examined and relied on the creditworthiness and experience of Trustor in owning and operating properties such as the Trust Property in agreeing to make the Loan, and that Beneficiary will continue to rely on Trustor's ownership of the Trust Property as a means of maintaining the value of the Trust Property as security for repayment of the Indebtedness. Trustor acknowledges that Beneficiary has a valid interest in maintaining the value of the Trust Property so as to ensure that, should Trustor default in the repayment of the Indebtedness, Beneficiary can recover the Indebtedness by a sale of the Trust Property. Trustor shall not, without the prior written consent of Beneficiary, directly or indirectly, sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer in trust or otherwise the Trust Property or any part thereof or any direct or indirect interest therein or in Trustor, or permit the Trust Property or any part thereof or any interest in Trustor to be sold, conveyed, alienated, deeded, encumbered, pledged or otherwise transferred (each a "Transfer").

(b) The occurrence of any of the following events shall constitute an Event of Default under this Instrument:

(i) a Transfer of all or any part of the Real Property or any interest in the Real Property;

(ii) a Transfer of a controlling interest in Trustor;

(iii) a Transfer of a controlling interest in any entity which owns, directly or indirectly through one or more intermediate entities, a controlling interest in Trustor;

(iv) a Transfer of all or any part of a Guarantor's ownership interests in Trustor, or in any other entity which owns, directly or indirectly through one or more intermediate entities, an ownership interest in Trustor;

(v) if Guarantor is an entity, (A) a Transfer of a controlling interest in Guarantor, or (B) a Transfer of a controlling interest in any entity which owns, directly or indirectly through one or more intermediate entities, a controlling interest in Guarantor;

(vi) if Trustor or Guarantor is a trust, the termination or revocation of such trust; unless the trust is terminated as a result of the death of an individual trustor, in which event Lender must be notified and such Trustor or Guarantor must be replaced with an individual

or entity acceptable to Lender within ninety (90) days of such death;

(vii) the merger, dissolution, liquidation, or consolidation of (i) Trustor, (ii) any Guarantor that is a legal entity, or (iii) any legal entity holding, directly or indirectly, a controlling interest in the Trustor or in any Guarantor that is an entity;

(viii) a conversion of Trustor from one type of legal entity into another type of legal entity (including the conversion of a general partnership into a limited partnership and the conversion of a limited partnership into a limited liability company), whether or not there is a Transfer; if such conversion results in a change in any assets, liabilities, legal rights or obligations of Trustor (or of Guarantor, or any general partner of Trustor, as applicable), by operation of law or otherwise; and

(ix) a Transfer of the economic benefits or right to cash flows attributable to the ownership interests in Trustor and/or, if Guarantor is an entity, Guarantor, separate from the Transfer of the underlying ownership interests, unless the Transfer of the underlying ownership interests would otherwise not be prohibited by this Agreement

(c) Intentionally Omitted.

(d) Beneficiary shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Indebtedness immediately due and payable upon Trustor's Transfer of the Trust Property without Beneficiary's consent if required hereunder. Except as otherwise set forth herein, this provision shall apply to every sale, conveyance, alienation, deed, encumbrance, pledge or transfer in trust or otherwise of the Trust Property regardless of whether voluntary or not, or whether or not Beneficiary has consented to any previous sale, conveyance, alienation, deed, encumbrance, pledge or transfer of the Trust Property.

(e) Beneficiary's consent to a Transfer of the Trust Property shall not be deemed to be a waiver of Beneficiary's right to require such consent to any future occurrence of same. Any Transfer made in contravention of this Section 7 shall be null and void and of no force and effect.

(f) Trustor agrees to bear and shall pay or reimburse Beneficiary on demand for all reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Beneficiary in connection with the review, approval and documentation of any such sale, conveyance, alienation, deed, encumbrance, pledge or transfer in trust or otherwise.

8. Estoppel Certificates; Subordination.

(a) Estoppel Certificates. Trustor, within thirty (30) days after request by Beneficiary, shall furnish Beneficiary from time to time with a statement, duly acknowledged and certified, setting forth (i) the amount of the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest in the Note, (iv) the date through which all installments of interest, commitment fees and/or principal have been paid, (v) any offsets or defenses to the payment of the Indebtedness, if any, (vi) that the Note and this Deed of Trust have

not been modified or if modified giving particulars of such modification and (vii) such other information as shall be reasonably requested by Beneficiary. Trustor, after request by Beneficiary, will use commercially reasonable efforts to obtain and furnish (within the time periods, if any, provided in the applicable Leases or if no time period is so specified, within thirty (30) days after request) Beneficiary from time to time (but not more than twice during any calendar year) with estoppel certificates from any tenants under then existing Leases, which certificates shall be in form and substance as required by such Leases, or if not required, then in form and substance reasonably satisfactory to Beneficiary.

(b) **Subordination.** As a condition to the funding of the Loan, Beneficiary shall have received and approved, in the exercise of Beneficiary's sole discretion, copies of all of the existing Leases of the Trust Property including without limitation, all amendments and guaranties relating to such Leases, and Beneficiary shall have received subordination agreements and tenant estoppel certificates executed by such tenants under the Leases as Beneficiary shall require, in form and substance satisfactory to Beneficiary, in the exercise of Beneficiary's sole discretion, and Beneficiary's counsel.

9. **No Cooperative or Condominium.** Trustor represents and warrants that the Trust Property has not been subjected to a cooperative or condominium form of ownership. Trustor hereby covenants and agrees that it will not file a declaration of condominium, map or any other document having the effect of subjecting the Trust Property to a condominium or cooperative form of ownership.

10. **Changes in the Laws Regarding Taxation.** If any law is enacted or adopted or amended after the date of this Deed of Trust which deducts the Indebtedness or any portion thereof from the value of the Trust Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the principal amount of the Note or Beneficiary's interest in the Trust Property, Trustor will pay such tax, with interest and penalties thereon, if any. In the event Beneficiary is advised by counsel chosen by it that the payment of such tax or interest and penalties by Trustor would be unlawful or taxable to Beneficiary or unenforceable or provide the basis for a defense of usury, then in any such event, Beneficiary shall have the option, by notice of not less than sixty (60) days, to declare the Indebtedness immediately due and payable without prepayment fee or premium.

11. **No Credits on Account of the Indebtedness.** Trustor will not claim or demand or be entitled to any credit or credits on account of the Indebtedness for any part of the Taxes assessed against the Trust Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Trust Property, or any part thereof, by reason of this Deed of Trust or the Indebtedness. In the event such claim, credit or deduction shall be required by law, Beneficiary shall have the option, by notice of not less than sixty (60) days, to declare the Indebtedness immediately due and payable without prepayment fee or premium.

12. **Documentary Stamps.** If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Deed of Trust, or impose any other tax or charge on the same, Trustor will pay for the same, with interest and penalties thereon, if any.

13. Right of Entry. Beneficiary and its agents shall have the right to enter and inspect the Trust Property at any time during reasonable business hours upon twenty-four (24) hour notice to Trustor, except in the case of an emergency, in which event Beneficiary and its agents may enter and inspect the Trust Property at any time. If Beneficiary and its agents intend to enter any portion of the Trust Property which is occupied by a tenant, Beneficiary shall give Trustor appropriate notice so that Trustor may give appropriate written notice to tenant pursuant to the laws of the State of Utah.

14. Books and Records.

(a) Trustor will maintain full, accurate and complete books of accounts and other records, reflecting the results of the operations of the Property as well as its other operations and will furnish, or cause to be furnished, to Beneficiary the following:

within forty-five (45) days after the end of each fiscal year, Trustor will furnish to Beneficiary, a statement of Trustor's financial condition, including a balance sheet and profit and loss statement, and a statement of annual income and expenses reasonably satisfactory in form and substance to Beneficiary in connection with the operation of the Property, in detail reasonably satisfactory to Beneficiary, prepared and certified as true and correct in all material respects by the financial officer of Trustor who is responsible for the preparation of such annual financial statements (which certification shall be on behalf of Trustor and not such financial officer individually), and, in addition, within forty-five (45) days after the end of each fiscal quarter of Trustor, Trustor shall provide the above information for the Property prepared and certified as true and correct in all material respects by the financial officer of Trustor who is responsible for the preparation of such annual financial statements (which certification shall be on behalf of Trustor and not such financial officer individually).

within forty-five (45) days after the end of each fiscal quarter and within forty-five (45) days after the end of each fiscal year, a current rent roll, which shall include, among other things, tenant names, lease commencement and expiration dates, unit type, a statement as to whether or not there are any purchase options and/or co-tenancy requirements, and any and all other fees paid by tenants and security deposits currently held, certified as true and correct in all material respects.

within ninety (90) days after each June 30, a balance sheet and contingent liabilities report for Guarantor dated as of the applicable June 30, certified as true and correct in all material respects by Guarantor.

(b) Trustor shall deliver to Beneficiary such additional information regarding Trustor, its business, and the Property as Beneficiary may reasonably request within ten (10) days after Beneficiary's request therefor. Trustor shall permit Beneficiary to examine such records, books and papers of Trustor which reflect upon its financial condition and the income and expenses of the Trust Property. In the event that Trustor fails to timely forward the financial statements required in this Section 14 within ten (10) days after written request from Beneficiary (which request cannot be given prior to the due date of the applicable statement), Beneficiary shall have the right to audit the records, books and papers of Trustor at Trustor's expense.

15. Performance of Other Agreements. Trustor shall observe and perform each and every term to be observed or performed by Trustor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Trust Property.

16. Representations and Covenants Concerning Loan. Trustor represents, warrants and covenants as follows:

(a) The Note, this Deed of Trust and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor would the operation of any of the terms of the Note, this Deed of Trust and the other Loan Documents, or the exercise of any right thereunder, render this Deed of Trust unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(b) All certifications, permits, licenses and approvals applicable to the current state of the Trust Property have been obtained and are in full force and effect. The Trust Property is free of material damage and, other than ongoing construction, if any, is in good repair, and there is no proceeding pending for the total or partial condemnation of, or affecting, the Trust Property.

(c) All of the Improvements which were included in determining the appraised value of the Trust Property lie wholly within the boundaries and building restriction lines of the Trust Property, and no improvements on adjoining properties encroach upon the Trust Property, and no easements or other encumbrances upon the Land encroach upon any of the Improvements, so as to affect the value or marketability of the Trust Property except those which are insured against by title insurance. All of the Improvements comply with all requirements of applicable zoning and subdivision laws and ordinances in all material respects.

(d) The Trust Property is not subject to any Leases. No person has any possessory interest in the Trust Property or right to occupy the same.

(e) The Trust Property is in compliance with all statutes, ordinances, regulations and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, construction, use or operation of the Trust Property.

(f) There has not been and shall never be committed by Trustor or, to Trustor's actual knowledge, any other person in occupancy of or involved with the operation or use of the Trust Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Trust Property or any part thereof or any monies paid in performance of Trustor's obligations under any of the Loan Documents. Trustor hereby covenants and agrees not to commit, and shall use commercially reasonable efforts not to permit or suffer to exist by any other Person any act or omission affording such right of forfeiture.

(g) Improper Financial Transactions.

Trustor is, and shall remain at all times, in full compliance with all applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, and any amendments or successors thereto and any applicable regulations promulgated thereunder (collectively, the "Financial Control Laws"), including but not limited

to those related to money laundering offenses and related compliance and reporting requirements (including any money laundering offenses prohibited under the Money Laundering Control Act, 18 U.S.C. Sections 1956 and 1957 and the Bank Secrecy Act, 31 U.S.C. Sections 5311 et seq.) and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 et seq.

Trustor represents and warrants that: (x) Trustor is not a Barred Person (hereinafter defined); (y) Trustor is not owned or controlled, directly or indirectly, by any Barred Person; and (z) Trustor is not acting, directly or indirectly, for or on behalf of any Barred Person.

Trustor represents and warrants that it understands and has been advised by legal counsel on the requirements of the Financial Control Laws.

Under any provision of this Deed of Trust or any of the other Loan Documents where Beneficiary shall have the right to approve or consent to any particular action, including without limitation any (A) sale, transfer, assignment of the Trust Property or of any direct or indirect ownership interest in Trustor, (B) leasing of the Trust Property, or any portion thereof, or (C) incurring of additional financing secured by Trust Property, or any portion thereof, or by any direct or indirect ownership interest in Trustor, Beneficiary shall have the right to withhold such approval or consent, in its sole discretion, if the granting of such approval or consent could be construed as a violation of any of the Financial Control Laws.

Trustor covenants and agrees that it will upon request provide Beneficiary with (or cooperate with Beneficiary in obtaining) information reasonably required by Beneficiary for purposes of complying with any Financial Control Laws.

As used in this Deed of Trust, the term “**Barred Person**” shall mean (A) any person, group or entity named as a “Specially Designated National and Blocked Person” or as a person who commits, threatens to commit, supports, or is associated with terrorism as designated by the United States Department of the Treasury’s Office of Foreign Assets Control (“**OFAC**”), (B) any person, group or entity named in the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (C) any government or citizen of any country that is subject to a United States Embargo identified in regulations promulgated by OFAC and (D) any person, group or entity named as a denied or blocked person or terrorist in any other list maintained by any agency of the United States government.

(i) Special Purpose Entity. Trustor shall be and remain a special purpose bankruptcy remote entity and shall at all times comply with the following covenants:

(i) The purpose for which Trustor is organized shall be limited to (a) owning, holding, selling, leasing, transferring, exchanging, operating and managing Trustor’s interest in the Trust Property, (b) entering into the Loan, (c) refinancing the Trust Property in connection with a permitted repayment of the Loan, and (d) transacting any and all lawful business that is incident, necessary and appropriate to accomplish the foregoing.

(ii) Trustor does not own and will not own any asset or property other than (i) the Trust Property and (ii) incidental personal property necessary for and used in connection with the ownership or operation of the same.

(iii) Trustor shall not engage in a business other than the ownership, operation and management of the Trust Property and any other property which is hereafter acquired by Trustor with Beneficiary's prior written consent.

(iv) Except as provided in the partnership agreement of Trustor as to the applicable manager of Trustor, Trustor will not enter into any contract or agreement with any affiliate, Guarantor or any affiliate of Guarantor.

(v) Trustor has not incurred and will not incur any indebtedness, secured or unsecured, other than (1) the Loan and incidental costs and expenses associated therewith, (2) indebtedness incurred in the ordinary course of business to vendors and suppliers of services to the Trust Property (not more than thirty (30) days past due), and (3) non-delinquent property taxes and assessments.

(vi) Trustor has not made and will not make any loans or advances to any person or entity and shall not acquire obligations or securities of an affiliate.

(vii) Trustor is and will remain solvent and Trustor will pay its debts and liabilities in the ordinary course (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due, provided that this covenant shall not imply or require any capital contribution obligation on the part of any one or more of Trustor's partners (general or limited) or otherwise.

(viii) Trustor has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Trustor will not amend, modify or otherwise change the special purpose entity requirements in the operating agreement, articles of organization or other organizational documents of Trustor without the written consent of Beneficiary.

(ix) Trustor shall maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates. Trustor's assets will not be listed as assets on the financial statement of any other person. Trustor shall have its own separate financial statement. To the extent Trustor is required to file any tax returns, Trustor will file its own tax returns and will not file a consolidated federal income tax return with any other corporation, except to the extent Trustor is a disregarded entity for tax purposes. Trustor shall maintain its books, records, resolutions and agreements as official records.

(x) Trustor will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other person or entity, shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name and shall not identify itself or any of its affiliates as a division or part of the other.

(xi) Trustor will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations, provided there exists sufficient cash flow from the Trust Property to do so and further provided that the foregoing shall not require any member in Trustor to make any additional capital contributions to Trustor.

(xii) Neither Trustor nor any constituent owner of Trustor will seek the dissolution, winding up, liquidation, consolidation or merger, in whole or in part, or, except as permitted under the Loan Documents, the sale of material assets of Trustor.

(xiii) Trustor will not commingle the funds and other assets of Trustor with those of any other person, and will not participate in a cash management system with any such person (other than the cash management system required by Beneficiary under the Loan Documents).

(xiv) Trustor will not commingle its assets with those of any other person and will hold all of its assets in its own name.

(xv) Except as permitted under the partnership agreement of Trustor, Trustor will not guarantee or become obligated for the debts of any other person and does not and will not hold itself out as being responsible for the debts or obligations of any other person

(xvi) Trustor shall not pledge its assets for the benefit of any other person, other than with respect to the Loan.

(xvii) Without the unanimous consent of each of Trustor's members, partners or other equity interest holders, as applicable, Trustor shall not file a petition for relief under the Bankruptcy Code, or under any other present or future state of federal law regarding bankruptcy or reorganization or other debtor relief law.

17. Agreements Relating to Parking for the Trust Property. Trustor shall not, without the prior written consent of Beneficiary, enter into any agreement (whether intended for recordation or not) with respect to vehicular parking by tenants, guests or invitees of the Trust Property on property other than the Trust Property. As a condition to Beneficiary's approval hereunder, Beneficiary may require Trustor and the party(ies) to such proposed agreement to enter into a collateral assignment and recognition agreement in form and substance reasonably satisfactory to Beneficiary.

18. Events of Default; Remedies. Each of the following events shall constitute an "Event of Default" hereunder:

(a) In the event of the occurrence of any of the Events of Default described in Section 6.1 of the Note;

(b) if any Taxes payable directly to the billing authority by Trustor are not paid before interest becomes payable on the amount due or a penalty is assessed (provided that the foregoing provisions of this clause (b) shall be subject to the right to contest Taxes granted to Trustor in this Deed of Trust, but only for so long as the conditions in this Deed of Trust remain satisfied);

(c) if the Policies are not kept in full force and effect and are not delivered to Beneficiary when required hereunder, or if the Policies are not delivered to Beneficiary within ten (10) days after request by Beneficiary;

(d) if any of the provisions of Sections 5, 7, 16 or 37 herein are violated or not complied with;

(e) if any of the events described in Section 39 shall occur, and to the extent applicable, not be released within the time frames established therein;

(f) if any beneficiary under a deed of trust on the Trust Property, whether superior or subordinate to this Deed of Trust (i) demands payment in full or otherwise accelerates any indebtedness of Trustor or (ii) otherwise commences the exercise of any remedy available to such party under any such deed of trust or other loan document related to such deed of trust;

(g) if Trustor fails to cure promptly any violation of any law or ordinance affecting the Trust Property (provided that the foregoing provisions of this clause (g) shall be subject to any right to contest such violation specifically granted to Trustor in Section 6 of this Deed of Trust);

(h) if any guaranty of the Indebtedness or any portion thereof (herein called a "Guaranty") by any person or entity (the "Guarantor") is terminated or any Guarantor attempts to withdraw, cancel or disclaim any Guaranty;

(i) if any Guarantor is a natural person, the death of such Guarantor shall occur (provided, however, that any such death shall not result in an Event of Default hereunder provided that, within forty-five (45) days following such death, a reputable individual who satisfies the net worth and liquidity requirements in the Guaranty executed by such Guarantor and who is otherwise reasonably satisfactory to Beneficiary, executes and delivers to Beneficiary a replacement Guaranty in form and substance identical to the Guaranty executed by such deceased Guarantor and executes and delivers to Beneficiary any other indemnity documents executed by such deceased Guarantor in form and substance identical to such indemnity documents);

(j) if any of the provisions of Section 40(e) are violated or not complied with, and/or if any representation or warranty in Section 40(b) and/or 40(c) shall prove false or misleading in any respect and/or if any of the events described in Section 40(d) shall occur; and

(k) If Trustor shall commence, file or prosecute an action for partition of the Trust Property or force the sale of the Trust Property.

Upon the occurrence of any Event of Default, the Indebtedness shall immediately become due at the option of Beneficiary.

Upon the occurrence of any Event of Default, Trustor shall pay interest on the entire unpaid principal balance of the Note, as defined in and provided for in the Note.

Upon the occurrence of any Event of Default, Beneficiary may, to the extent permitted under applicable law, elect to treat the fixtures included in the Trust Property either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Trust Property made under the powers of sale herein granted and conferred, Beneficiary may, to the extent permitted by applicable law, include in such sale any fixtures included in the Trust Property and relating to such real property.

Notwithstanding the foregoing in this Section 18, Lender shall provide Borrower with a ten (10) day cure period for all non-monetary defaults, except where a different cure period is otherwise specified herein.

19. Additional Remedies.

(a) Upon the occurrence of any Event of Default, Beneficiary may take such action, without notice or demand, as it shall deem advisable to protect and enforce its rights against Trustor and in and to the Trust Property or any part thereof or interest therein, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary (i) enter into or upon the Real Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its agents and servants therefrom, and thereupon Beneficiary may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Trust Property and conduct the business thereat, (B) complete any construction on the Trust Property in such manner and form as Beneficiary deems advisable, (C) make alterations, additions, renewals, replacements and improvements to or on the Trust Property, (D) exercise all rights and powers of Trustor with respect to the Trust Property, whether in the name of Trustor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Trust Property and every part thereof and (E) apply the receipts from the Trust Property to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable attorneys' fees and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Trust Property, as well as just and reasonable compensation for the services of Beneficiary and its counsel, agents and employees, or (ii) institute proceedings for the complete foreclosure of this Deed of Trust in which case the Trust Property may be sold for cash or upon credit in one or more parcels, or (iii) 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 Indebtedness then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Indebtedness not then due, or (iv) sell or cause Trustee to Sell for cash or upon credit the Trust Property or any part thereof and all or any part of any estate, claim, demand, right, title and interest of Trustor 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, and in the event of a sale, by foreclosure or otherwise, of less than all of the Trust Property, this Deed of Trust shall continue as a lien on the remaining portion of or estate in the Trust Property, or (v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note or any other Loan Document, or (vi) recover judgment on the Note or any Guaranty either before, during or after any proceedings for the enforcement of this Deed of Trust, or (vii) pursue such other remedies as Beneficiary may have under applicable law.

(b) The purchase money proceeds or avails of any sale made under or by virtue of this Section 19, together with any other sums which then may be held by Beneficiary under this

Deed of Trust, whether under the provisions of this Section 19 or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, including reasonable compensation to Beneficiary and Trustee, their agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Beneficiary or Trustee under this Deed of Trust, together with interest as provided herein on all advances made by Beneficiary or Trustee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Trust Property shall have been sold.

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal, together with any and all applicable interest, fees and late charges.

Third: To the payment of any other sums required to be paid by Trustor pursuant to any provision of this Deed of Trust or of the Note or of the Guaranty.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

Beneficiary and any receiver of the Trust Property, or any part thereof, shall be liable to account for only those rents, issues and profits actually received by it.

(c) Beneficiary may adjourn from time to time any sale by Trustee to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Beneficiary, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales made by Beneficiary or Trustee under or by virtue of this Section 19, Beneficiary, Trustee, or an officer of any court empowered to do so, as the case may be, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Beneficiary or Trustee, as the case may be, is hereby irrevocably appointed the true and lawful attorney of Trustor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Trust Property and rights so sold and for that purpose Beneficiary or Trustee, as the case may be, may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Trustor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Section 19, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Trustor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Trustor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Trustor.

(e) In the event of any sale made under or by virtue of this Section 19 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a

judgment or decree of foreclosure and sale) the entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note, this Deed of Trust, any Guaranty or any other Loan Document to the contrary notwithstanding, become due and payable.

(f) Upon any sale made under or by virtue of this Section 19 (whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Beneficiary may bid for and acquire the Trust Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness (including any prepayment premium due thereof) the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Beneficiary is authorized to deduct or receive under this Deed of Trust.

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

20. Right to Cure Defaults. Upon the occurrence of any Event of Default or if Trustor fails to make any payment or to do any act as herein provided, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor and without releasing Trustor from any obligation hereunder, make or do the same in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof. Without limiting the foregoing, Beneficiary may enter upon the Trust Property for such purposes or appear in, defend, or bring any action or proceeding to protect its interest in the Trust Property, and the cost and expense thereof (including, without limitation, reasonable attorneys' fees and disbursements to the extent permitted by law), with interest as provided in this Section 20, shall be immediately due and payable to Beneficiary upon demand by Beneficiary therefor. All such costs and expenses incurred by Beneficiary in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate (as such term is defined in the Note), for the period from the date that such cost or expense was incurred to the date of payment to Beneficiary. All such costs and expenses, together with interest thereon at the Default Rate, shall be added to the Indebtedness and shall be secured by this Deed of Trust. If the principal sum of the Note or any other amount required to be paid on the Maturity Date under the Note shall not be paid on the Maturity Date, interest shall thereafter be computed and paid at the Default Rate.

21. Late Payment Charge. If any monthly principal and interest payment is not paid in accordance with the Note, a late charge (the "**Late Charge**") shall be due as provided in the Note.

22. Prepayment. The Indebtedness may be prepaid only in accordance with the terms of the Note.

23. Prepayment After Event of Default. A tender of the amount necessary to satisfy the entire Indebtedness, paid at any time following an Event of Default or acceleration (which acceleration shall be at Beneficiary's sole option), including at a foreclosure sale or during any

subsequent redemption period, if any, shall be deemed a voluntary prepayment and which shall incur the Prepayment Fee to the extent and as required under the Note.

24. Appointment of Receiver. Beneficiary, upon the occurrence of an Event of Default or in any action to foreclose this Deed of Trust or upon the actual or threatened waste by Trustor to any material part of the Trust Property, shall be entitled to the appointment of a receiver without notice and without regard to the value or condition of the Trust Property as security for the Indebtedness or the solvency or insolvency of any person liable for the payment of the Indebtedness.

Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property or a sale of the Trust Property under the power of sale herein contained, unless such receivership is sooner terminated.

25. Security Agreement.

(a) This Deed of Trust is both a real property deed of trust and a “security agreement” within the meaning of the Uniform Commercial Code. The Trust Property includes both real and personal property (to the extent attached to or used exclusively in anyway in connection with the Trust Property or its operations) and all other rights and interests, whether tangible or intangible in nature, of Trustor in the Trust Property. Trustor, by executing and delivering this Deed of Trust grants to Beneficiary and Trustee (to the extent provided herein), as security for the Indebtedness, a security interest in the Trust Property to the full extent that the Trust Property may be subject to the Uniform Commercial Code (such portion of the Trust Property so subject to the Uniform Commercial Code being called in this Section 25 the “**Collateral**”). Trustor hereby authorizes Beneficiary to file financing statements in order to create, perfect, preserve and continue the security interest(s) herein granted. This Deed of Trust shall also constitute a “fixture filing” for the purposes of the Uniform Commercial Code and shall cover all items of the Collateral that are or are to become fixtures. Information concerning the security interest(s) herein granted may be obtained from Beneficiary upon request.

If an Event of Default shall occur, Beneficiary and/or Trustee, in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary and/or Trustee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Beneficiary and/or Trustee, Trustor shall at its expense assemble the Collateral and make it available to Beneficiary and/or Trustee at a convenient place acceptable to Beneficiary and/or Trustee. Trustor shall pay to Beneficiary and Trustee on demand any and all expenses, including reasonable legal expenses and attorneys’ fees and disbursements, incurred or paid by Beneficiary and Trustee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Beneficiary and/or Trustee with respect to the Collateral sent to Trustor in accordance with the

provisions hereof at least five (5) days prior to such sale, disposition or action shall constitute reasonable notice to Trustor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Beneficiary to the payment of the Indebtedness in such priority and proportions as Beneficiary in its discretion shall deem proper.

Trustor shall notify Beneficiary and Trustee of any change in name, identity or structure of Trustor and shall promptly execute, file and record, at its sole cost and expense, such Uniform Commercial Code forms as are necessary to maintain the priority of the lien of Beneficiary upon and security interest in the Collateral. In addition, Trustor shall promptly execute, file and record such additional Uniform Commercial Code forms or continuation statements as Beneficiary shall deem necessary and shall pay all expenses and fees in connection with the filing and recording thereof, provided that no such additional documents shall increase the obligations of Trustor under the Note, this Deed of Trust or the other Loan Documents. Trustor hereby grants to Beneficiary an irrevocable power of attorney, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Beneficiary, as secured party, in connection with the Collateral covered by this Deed of Trust.

(b) That portion of the Trust Property consisting of personal property and equipment, shall be owned by Trustor and shall not be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of such property is held by any person or entity other than Trustor nor shall Trustor create or suffer to be created any security interest covering any such property as it may from time to time be replaced, other than the security interest created herein.

26. Authority.

(a) Trustor has full power, authority and legal right to execute this Deed of Trust, and to deed, give, grant, bargain, sell, alien, convey, confirm, pledge, hypothecate and assign and grant a security interest in the Trust Property pursuant to the terms hereof and to keep and observe all of the terms of this Deed of Trust on Trustor's part to be performed.

(b) Trustor represents and warrants to Beneficiary that Trustor is not a "foreign person" and covenants with Beneficiary that Trustor will not, throughout the term of the Note, become a "foreign person" within the meaning of §1445 and §7701 of the Internal Revenue Code of 1986 (26 USC §§1445, 7701) and the related Treasury Department regulations, including, without limitation, temporary regulations (the "Code"); that is, Trustor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code.

(c) Trustor represents and warrants to Beneficiary that it is a domestic corporation organized and existing under the laws of the State of Florida and is qualified to transact business in the State of Utah.

27. Actions and Proceedings. Beneficiary and Trustee shall have the right to appear in and defend any action or proceeding brought with respect to the Trust Property and to bring any action or proceeding, in the name and on behalf of Trustor, which Beneficiary and/or Trustee, in

their discretion, shall decide should be brought to protect their respective interests in the Trust Property.

28. Further Acts, Etc. Trustor will, at the sole cost of Trustor, and without expense to Beneficiary or Trustee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, bank account control agreement(s), deeds of trust, assignments, notices of assignments, transfers and assurances as Beneficiary or Trustee shall, from time to time, reasonably require, for the better assuring, conveying, assigning, transferring and confirming unto Beneficiary and/or Trustee the property and rights hereby given, granted, bargained, sold, aliened, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Beneficiary and/or Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust (provided the obligations or liabilities of Trustor or Guarantor are not increased or modified) or for filing, registering or recording this Deed of Trust and, on demand, will execute and deliver within five (5) days after request of Beneficiary or Trustee, and if Trustor fails to so deliver, hereby authorizes Beneficiary or Trustee thereafter to execute in the name of Trustor without the signature of Trustor to the extent Beneficiary and/or Trustee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Trust Property. Trustor grants to Beneficiary and Trustee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Beneficiary and Trustee at law and in equity, including without limitation such rights and remedies available to Beneficiary and Trustee pursuant to this Section 28.

29. Recording of Deed of Trust, Etc. Trustor forthwith upon the execution and delivery of this Deed of Trust, will cause this Deed of Trust, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Trust Property, to be filed, registered or recorded and, thereafter, from time to time, each such other instrument of further assurance to be filed, registered or recorded, all 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 the lien or security interest hereof upon, and the interests of Beneficiary and Trustee in, the Trust Property. Trustor will pay all filing, registration or recording fees, and all expenses incident to the preparation, execution and acknowledgment of this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Trust Property and any instrument of further assurance, and all federal, state, county and municipal, taxes, duties, imposts, assessments and charges arising out of or in connection with the making, execution, delivery and/or recording of this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Trust Property or any instrument of further assurance, except where prohibited by law so to do. Trustor shall hold harmless and indemnify Beneficiary, its successors and assigns, against any liability incurred by reason of the imposition of any tax on the making, execution, delivery and/or recording of this Deed of Trust, any Deed of Trust supplemental hereto, any security instrument with respect to the Trust Property or any instrument of further assurance.

30. Usury Laws. This Deed of Trust and the Note are subject to the express condition that at no time shall Trustor be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Trustor is permitted by

law to contract or agree to pay. If by the terms of this Deed of Trust or the Note, Trustor is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note and the principal balance of the Note shall be reduced by such amount in the inverse order of maturity.

31. Sole Discretion of Beneficiary. Wherever pursuant to this Deed of Trust, Beneficiary exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Beneficiary, the decision of Beneficiary to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Beneficiary, unless stated otherwise.

32. Recovery of Sums Required To Be Paid. Beneficiary shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness as the same become due, without regard to whether or not the balance of the Indebtedness shall be due, and without prejudice to the right of Beneficiary thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Trustor existing at the time such earlier action was commenced.

33. Marshalling and Other Matters. Trustor waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Trust Property or any part thereof or any interest therein. Further, Trustor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Trustor, and on behalf of each and every person acquiring any interest in or title to the Trust Property subsequent to the date of this Deed of Trust and on behalf of all persons to the extent permitted by applicable law.

34. Waiver of Notice. Trustor shall not be entitled to any notices of any nature whatsoever from Beneficiary or Trustee except with respect to matters for which this Deed of Trust specifically and expressly provides for the giving of notice by Beneficiary or Trustee to Trustor and except with respect to matters for which Beneficiary or Trustee is required by applicable law to give notice, and Trustor hereby expressly waives the right to receive any notice from Beneficiary or Trustee with respect to any matter for which this Deed of Trust does not specifically and expressly provide for the giving of notice by Beneficiary or Trustee to Trustor.

35. Remedies of Trustor. In the event that a claim or adjudication is made that Beneficiary or Trustee has acted unreasonably or unreasonably delayed acting in any case where by law or under the Note, this Deed of Trust or the other Loan Documents, it has an obligation to act reasonably or promptly, Beneficiary or Trustee shall not be liable for any monetary damages, and Trustor's remedies shall be limited to injunctive relief or declaratory judgment.

36. Reporting Requirements. At the request of Beneficiary or Trustee, and if applicable, Trustor shall supply or cause to be supplied to Beneficiary either (a) a copy of a completed Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and

Barter Exchange Proceeds prepared by Trustor's attorney or other person responsible for the preparation of such form, together with a certificate from the person who prepared such form to the effect that such form has, to the best of such person's knowledge, been accurately prepared and that such person will timely file such form or (b) a certification from Trustor that the Loan is a refinancing of the Trust Property or is otherwise not required to be reported to the Internal Revenue Service pursuant to Section 6045(e) of the Code. Trustor hereby indemnifies, defends and holds Beneficiary and Trustee harmless from and against all loss, cost, damage and expense (including without limitation, reasonable attorneys' fees and disbursements and costs incurred in the investigation, defense and settlement of claims) that Beneficiary or Trustee may incur, directly or indirectly, as a result of or in connection with the assertion against Beneficiary or Trustee of any claim relating to the failure of Beneficiary or Trustee to comply with this Section 36.

37. Hazardous Materials.

(a) Except as otherwise disclosed to a Beneficiary in a written environmental report, Trustor represents and warrants that (i) the Trust Property is now and at all times during Trustor's ownership thereof has been free of contamination from any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any asbestos (whether or not friable) and any asbestos-containing materials, Mold (defined as the presence of any form of (a) multicellular fungi that live on plant or animal matter and an indoor environment (including without limitation Cladosporium, Penicillium, Alternaria, Aspergillus, Fusarium, Trichoderma, Memmoniella, Mucor, and Stachybotrys chartarum (SC) often found in water damaged building materials), (b) spores, scents or byproducts produced or released by fungi, including mycotoxins and (c) microbial matter which reproduces through mold, mildew and viruses, whether or not such microbial matter is living (collectively "**Mold**")), waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials or any hazardous or toxic wastes or substances which are included under or regulated by any federal, state or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments ("**Hazardous Materials**"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq. ("**CERCLA**"); The Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. ("**RCRA**"); Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 ("**SARA**"); Toxic Substances Control Act, 15 U.S.C. section 2601 et seq. ("**TSCA**"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801 et seq.; and any other state superlien or environmental clean-up or disclosure statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**"), (ii) Trustor has not caused or suffered to occur any discharge, spill, uncontrolled loss or seepage of any Hazardous Materials onto any property adjoining the Trust Property, (iii) Trustor has not received any complaint, notice, letter, or other communication from occupants, tenants, guests, employees, licensees or any other person regarding odors, poor indoor

air quality, Mold, or any activity, condition, event or omission that causes or facilitates the growth of Mold and Trustor further represents to the best of its knowledge that no Mold or any activity, condition, event or omission that causes or facilitates the growth of Mold exists at the Trust Property, and (iv) neither Trustor nor any tenant or occupant of all or part of the Trust Property is now or has been involved in operations at the Trust Property which could lead to liability for Trustor or any other owner of the Trust Property or the imposition of a lien on the Trust Property under any Environmental Law.

(b) At its sole cost and expense, Trustor shall comply with and shall cause all tenants and other occupants of the Trust Property to comply with all Environmental Laws now in effect or hereafter enacted with respect to the discharge, generation, removal, transportation, storage and handling of Hazardous Materials. Trustor shall promptly notify Beneficiary if Trustor shall become aware of any Hazardous Materials on or near the Trust Property and/or if Trustor shall become aware that the Trust Property is in direct or indirect violation of any Environmental Laws and/or if Trustor shall become aware of any condition on or near the Trust Property which shall pose a threat to the health, safety or welfare of humans. Trustor shall promptly remove all Hazardous Materials from the Trust Property, such removal to be performed in accordance with all applicable federal, state and local laws, statutes, rules and regulations. Trustor shall pay immediately when due the cost of removal of any Hazardous Materials and shall keep the Trust Property free of any lien imposed pursuant to any Environmental Laws now in effect or hereinafter enacted.

(c) Trustor grants Beneficiary and its employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, to enter the Trust Property to conduct testing and to remove any Hazardous Materials, and the costs of such testing and removal shall immediately become due to Beneficiary and shall be secured by this Deed of Trust. Trustor, promptly upon the request of Beneficiary, from time to time, shall provide Beneficiary with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content reasonably satisfactory to Beneficiary. Trustor shall maintain the integrity of all storage tanks and drums on or under the Trust Property during the term of the Loan in compliance with all Environmental Laws now in effect or hereinafter enacted. Trustor shall follow an operation and maintenance program with respect to all storage tanks and drums on or under the Trust Property, which program has been approved in writing by Beneficiary.

(d) Trustor shall indemnify Beneficiary and Trustee and hold Beneficiary and Trustee harmless from and against all liability, loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Beneficiary or Trustee may incur as a result of or in connection with the assertion against Beneficiary or Trustee (whether as past or present beneficiary or trustee of this Deed of Trust, as lender in possession or as past or present owner of the Trust Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure or the exercise of a power of sale) of any claim relating to the presence and/or release, threatened release, storage, disposal, generating or removal of any Hazardous Materials or compliance with any Environmental Laws now in effect or hereinafter enacted. The obligations and liabilities of Trustor under this Section 37 shall survive full payment of the Loan, entry of a judgment of foreclosure or acceptance of a deed in lieu of foreclosure or any subsequent transfer to a third party. It is understood that the presence and/or release of substances referred to in this section hereof does not pertain to a presence and/or

release which first occurs solely after (A) repayment of the Loan in full in accordance with the Loan Documents or (B) acquisition of title to the Trust Property by Beneficiary upon a foreclosure or acceptance of a deed in lieu of foreclosure or the exercise of a power of sale and surrender of possession and occupancy of the Trust Property by Trustor, its agents, affiliates, employees and independent contractors. Trustor shall have the burden of proving that the conditions in subsection (d) were satisfied by clear and convincing evidence and shall continue to defend with counsel satisfactory to Beneficiary and shall indemnify and hold Beneficiary harmless for all matters set forth in this Section 37, unless and until a court of competent jurisdiction finds that Trustor has met such burden.

(e) Nothing contained herein shall constitute or be construed as a waiver of any statutory or judicial federal, state or local law which may provide rights or remedies to Beneficiary against Trustor or others in connection with any claim relating to the Trust Property and pertaining to the presence and/or release, threatened release, storage, disposal, generating or removal of any Hazardous Materials or to the failure to comply with any Environmental Laws now or hereafter enacted.

38. Asbestos. Trustor shall not install or permit to be installed in the Trust Property, friable asbestos or any substance containing asbestos. With respect to any such material currently present in the Trust Property, Trustor, at Trustor's expense, shall promptly comply with and shall cause all occupants of the Trust Property to comply with all present and future applicable federal, state or local laws, rules, regulations or orders relating to asbestos, friable asbestos and asbestos containing materials. In the event any asbestos, friable asbestos or asbestos containing material is discovered at the Trust Property, Trustor shall obtain a comprehensive asbestos report prepared by a licensed engineer or asbestos consultant acceptable to Beneficiary describing the form, extent, location and condition of such asbestos and recommending methods of removal or abatement. Trustor shall promptly comply at its sole cost and expense with the recommendations contained in such report, such compliance to be performed in accordance with all applicable federal, state and local laws, statutes, rules and regulations. Trustor shall indemnify Beneficiary and Trustee and hold Beneficiary and Trustee harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Beneficiary or Trustee may incur as a result of or in connection with the assertion against Beneficiary or Trustee (whether as past or present beneficiary or trustee of this Deed of Trust, as mortgagee in possession, or as past or present owner of the Trust Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure or the exercise of a power of sale) of any claim relating to the presence or removal of any asbestos substance referred to in this Section 38, or compliance with any federal, state or local laws, rules, regulations or orders relating thereto. The obligations and liabilities of Trustor under this Section 38 shall survive full payment of the Loan, foreclosure or the acceptance of a deed in lieu of foreclosure.

39. Bankruptcy or Insolvency. In the event that Trustor or any Guarantor or, if Trustor or any Guarantor is a general or limited partnership, any general partner of any such entity (a) admits in writing its inability to pay its debts generally as they become due (except in connection with a Beneficiary Action (defined below)), (b) commences as debtor any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or seeks or consents to the appointment of a receiver, conservator, trustee, custodian, manager,

liquidator or similar official for it or the whole or any substantial part of its property (except in connection with a Beneficiary Action), (c) has a receiver, conservator, trustee, custodian, manager, liquidator, or similar official appointed for it or the whole or any substantial part of its property, by any governmental authority with jurisdiction to do so (except in connection with a Beneficiary Action), (d) makes any assignment for the benefit of its creditors, or enters into an arrangement or composition or similar plan or scheme with or for the benefit of creditors generally occurring in circumstances in which such entity is unable to meet its obligations as they become due (except in connection with a Beneficiary Action), or (e) except in connection with a Beneficiary Action, has filed against it any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law which (i) is consented to or not timely contested by such entity, (ii) results in the entry of an order for relief, appointment of a receiver, conservator, trustee, custodian, manager, liquidator or similar official for such entity or the whole or any substantial part of its property or (iii) is not dismissed within sixty (60) days, an Event of Default shall have occurred and as a result, the entire principal balance of the Note shall become immediately due and payable at the option of Beneficiary without notice to Trustor or any Guarantor and Beneficiary may exercise any remedies available to it hereunder, under any other Loan Document, at law or in equity.

40. Compliance with ERISA and State Statutes on Governmental Plans.

(a) Beneficiary represents and warrants to Trustor that, as of the date of this Deed of Trust and throughout the term of this Deed of Trust, the source of funds from which Beneficiary extends this Deed of Trust is its general account, which is subject to the claims of its general creditors under state law.

(b) Trustor represents and warrants that, as of the date of this Deed of Trust and throughout the term of this Deed of Trust, (i) Trustor is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), which is subject to Title I of ERISA and (ii) the assets of Trustor do not constitute "plan assets" of one or more such plans within the meaning of ERISA Section 3(42) and 29 C.F.R. § 2510.3-101.

(c) Trustor represents and warrants to Beneficiary that, as of the date of this Deed of Trust and throughout the term of this Deed of Trust (i) Trustor is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (ii) transactions by or with Trustor are not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(d) Any of the following shall constitute an Event of Default under this Deed of Trust, entitling Beneficiary to exercise any and all remedies to which it may be entitled under this Deed of Trust, and any other Loan Documents (i) the failure of any representation or warranty made by Trustor under this Section 40 to be true and correct in all respects, (ii) the failure of Trustor to provide Beneficiary with the written certifications and evidence referred to in this Section 40 or (iii) the consummation by Trustor of a transaction which would cause the establishment or maintenance of this Deed of Trust or the other Loan Documents, or any exercise of Beneficiary's rights under this Deed of Trust, or the other Loan Documents to constitute a non-exempt prohibited transaction under ERISA or a violation of a state statute regulating

governmental plans, or otherwise subjecting Beneficiary to liability for violation of ERISA or such state statute.

(e) Trustor shall indemnify Beneficiary and defend and hold Beneficiary harmless from and against all civil penalties, excise taxes, or other loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Beneficiary's sole discretion) that Beneficiary may incur, directly or indirectly, as a result of a default under this Section 40. This indemnity shall survive any termination, satisfaction, foreclosure of or exercise of power of sale under this Deed of Trust.

41. Assignments. Beneficiary shall have the right to assign or transfer its rights under this Deed of Trust without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Beneficiary under this Deed of Trust.

42. Cooperation. Trustor acknowledges that Beneficiary and its successors and assigns may (a) sell this Deed of Trust, the Note and other Loan Documents to one or more investors as a whole loan, or (b) participate the Loan to one or more investors. Trustor shall, at Beneficiary's reasonable expense, reasonably cooperate with Beneficiary in effecting any such transaction. Beneficiary shall have the right to provide to prospective investors any information in its possession, including, without limitation, financial statements relating to Trustor, the Guarantor, if any, the Trust Property and the tenants under the Leases. Trustor acknowledges that certain information regarding the Loan and the parties thereto and the Trust Property may be included in a private placement memorandum, prospectus or other disclosure documents.

43. Corrections. Beneficiary shall have the right unilaterally to correct patent errors in this Deed of Trust or any of the other Loan Documents and to fill in any blank spaces herein or in any of the other Loan Documents, so as to conform to the terms upon which the loan evidenced hereby is made.

44. Notices. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Deed of Trust, signed by the party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

To Beneficiary:

STORMFIELD SPV I, LLC
200 Pequot Avenue
Southport, Connecticut 06890

with a copy to:

Mavrides, Moyal, Packman & Sadkin, LLP

276 Fifth Avenue, Suite 404
New York, New York 10001
Attention: Eric Sadkin, Esq.

To Trustor:

VASTECO REAL ESTATE LLC
16711 Park Centre Boulevard
Miami Gardens, Florida 33169

To Guarantor:

Ahmet Engin
16711 Park Centre Boulevard
Miami Gardens, FL 33169

and

AVPARTS INTERNATIONAL LLC
16711 Park Centre Boulevard
Miami Gardens, Florida 33169

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the day such material is sent, or (iii) if delivered by certified mail, on the third day after the same is deposited with the United States Postal Service as provided above.

45. Non-Waiver. The failure of Beneficiary to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Deed of Trust. Trustor shall not be relieved of Trustor's obligations hereunder by reason of (a) failure of Beneficiary to comply with any request of Trustor or any Guarantor to take any action to foreclose this Deed of Trust or otherwise enforce any of the provisions hereof or of the Note, any Guaranty or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Trust Property, or of any person liable for the Indebtedness or portion thereof or (c) any agreement or stipulation by Beneficiary extending the time of payment or otherwise modifying or supplementing the terms of the Note, any Guaranty, this Deed of Trust or the other Loan Documents. Beneficiary may resort for the payment of the Indebtedness to any other security held by Beneficiary in such order and manner as Beneficiary, in its discretion, may elect. Beneficiary may take action to recover the Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Beneficiary thereafter to foreclose this Deed of Trust. The rights of Beneficiary under this Deed of Trust shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Beneficiary shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Beneficiary shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded by law.

46. **Severability.** If any term, covenant or condition of the Note, any Guaranty or this Deed of Trust is held to be invalid, illegal or unenforceable in any respect, the Note, any Guaranty and this Deed of Trust shall be construed without such provision.

47. **Duplicate Originals.** This Deed of Trust may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

48. **Indemnity and Beneficiary's Costs.** Trustor agrees to pay all costs, including, without limitation, reasonable attorneys' fees and expenses, incurred by Beneficiary or Trustee in enforcing the terms hereof and/or the terms of any of the other Loan Documents or the Note or any Guaranty, whether or not suit is filed and waives to the full extent permitted by law all right to plead any statute of limitations as a defense to any action hereunder. Trustor agrees to indemnify and hold Beneficiary and Trustee harmless from any and all liability, loss, damage or expense (including, without limitation, reasonable attorneys' fees and disbursements) that Beneficiary or Trustee may or might incur hereunder or in connection with the enforcement of any of their rights or remedies hereunder, any action taken by Beneficiary or Trustee hereunder, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Beneficiary or Trustee arising out of the Trust Property; and should Beneficiary or Trustee incur any such liability, loss, damage or expense, the amount thereof with interest thereon at the Default Rate shall be payable by Trustor immediately without demand, shall be secured by this Deed of Trust, and shall be a part of the Indebtedness. Any action initiated by Trustor arising from or relating in any way to this Deed of Trust or any of the other Loan Documents, shall be limited to a claim or prayer for declaratory relief and to the fullest extent permitted by applicable law, in no event shall Trustor assert any claim for damages or any monetary award of any type or nature whatsoever.

49. **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 Trustor or any one Trustor or Beneficiary or Trustee, 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.

50. **No Foreign Person.** Trustor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the related Treasury Department Regulations, including temporary regulations.

51. **Separate Tax Lot.** The Trust Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Trust Property or any portion thereof.

52. **Right to Release Any Portion of the Trust Property.** Beneficiary or Trustee may release, regardless of consideration, the obligations of the Trustor or any person liable for payment of any of the obligations secured by this Deed of Trust on the Trust Property, any additional obligations under the Loan Documents or may release any part of the Trust Property or any other collateral now or hereafter given to secure the payment of obligations or any part thereof, without

impairing, reducing or affecting the obligations of Trustor or Guarantors under the Loan Documents.

53. Subrogation. Beneficiary shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the Loan secured by this Deed of Trust.

54. Administrative Fees. Beneficiary may charge reasonable administrative fees and be reimbursed for all reasonable costs and expenses, including reasonable attorneys' fees and disbursements, associated with reviewing and processing post-closing requests of Trustor and/or to verify Trustor's compliance with this Deed of Trust and the other Loan Documents.

55. Headings, Etc. The headings and captions of various paragraphs 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.

56. Address of Real Property. The street address of the Real Property is 2581 Rulon White Boulevard, Ogden, Utah 84404.

57. Publicity. Trustor agrees that Beneficiary, at its expense, may publicize the financing of the Trust Property in trade and similar publications.

58. Relationship. The relationship of Beneficiary to Trustor under this Deed of Trust is strictly and solely that of lender and borrower and nothing contained in this Deed of Trust or any other Loan Document is intended to create, or shall in any event or under any circumstance be construed to create, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Beneficiary and Trustor other than that of lender and borrower.

59. No Third-Party Beneficiaries. Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party beneficiary or otherwise, except as expressly provided herein.

60. Entire Agreement. This Deed of Trust, the Note and the other Loan Documents constitute the entire agreement among Trustor and Beneficiary with respect to the subject matter hereof and all understandings, oral representations and agreements heretofore or simultaneously had among the parties are merged in, and are contained in, such documents and instruments.

61. Servicer. Beneficiary may from time to time appoint a servicer (the "Servicer") to administer the Loan, which Servicer shall have the power and authority to exercise all of the rights and remedies of Beneficiary and to act as agent of Beneficiary hereunder.

62. Governing Law; Consent to Jurisdiction.

IN ALL RESPECTS, INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION AND ENFORCEMENT OF THIS DEED OF TRUST AND THE OBLIGATIONS ARISING HEREUNDER, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS UTAH,

EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF UTAH. TRUSTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS DEED OF TRUST MAY BE INITIATED AND PROSECUTED IN THE STATE OR FEDERAL COURTS, AS THE CASE MAY BE, LOCATED IN TRAVIS COUNTY, STATE OF UTAH. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR CONSENTS TO AND SUBMIT TO THE EXERCISE OF JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENT THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO TRUSTOR AT ITS ADDRESS SET FORTH ABOVE OR TO ANY OTHER ADDRESS AS MAY APPEAR IN THE BENEFICIARY'S RECORDS AS THE ADDRESS OF TRUSTOR (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUSTOR ALSO WAIVES (I) THE RIGHT TO INTERPOSE ANY SET-OFF OR COUNTERCLAIM (OTHER THAN COMPULSORY COUNTERCLAIMS) OF ANY NATURE OR DESCRIPTION, (II) ANY OBJECTION BASED ON FORUM NON CONVENIENS OR VENUE, AND (III) ANY CLAIM FOR CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

63. **Title Acts by Trustee.** At any time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the Indebtedness, Trustee shall (a) consent to the making of any map or plat of the Trust Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof or (d) reconvey, without warranty, all or any part of the Trust Property. Trustee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay a reasonable Trustee's fee for full or partial reconveyance, together with a recording fee if Trustee, at its option, elects to record said reconveyance.

64. **Successor Trustee.** At the option of Beneficiary, with or without any reason, a successor or substitute trustee may be appointed by Beneficiary without any formality other than a designation in writing of a successor or substitute trustee, who shall thereupon become vested with and succeed to all the powers and duties given to Trustee herein named, the same as if the successor or substitute trustee had been named original Trustee herein; and such right to appoint a successor or substitute trustee shall exist as often and whenever Beneficiary desires.

65. Authorization Regarding Trustee. Trustee (and any successor or substitute trustee) may act hereunder and may sell and convey the Trust Property, or any part thereof, although Trustee (or successor or substitute trustee) has been, may now be, or is hereafter the attorney or agent of Beneficiary with respect to the Loan, or with respect to any other matter or business whatsoever.

71. Incorporation of State Law. Certain provisions/sections of this Deed of Trust and certain additional provisions/sections that are required by laws of the State in which the Trust Property is located may be amended, described and/or otherwise set forth in more detail on Exhibit C attached hereto, which such Exhibit by this reference, is incorporated into and made a part of this Deed of Trust. In the event of any conflict between such state law provisions and any provision herein, the state law provisions shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL 1:

PART OF LOT 19, WEBER INDUSTRIAL PARK, PLAT "A", WEBER COUNTY, UTAH, RECORDED APRIL 2, 1976 AS ENTRY NO. 661691 IN BOOK 19 AT PAGE 44, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 19, AND RUNNING THENCE NORTH 4°22'29" WEST 182.67 FEET TO THE BOUNDARY OF BEN LOMOND CEMETERY MAINTENANCE DISTRICT, THENCE NORTH 88°59'30" EAST ALONG SAID BOUNDARY AND QUARTER QUARTER SECTION LINE 300.52 FEET TO THE EAST LINE OF SAID LOT 19, THENCE SOUTH 4°22'29" EAST 148.98 FEET, THENCE SOUTHWESTERLY ALONG THE ARC OF A 30 FOOT RADIUS CURVE TO THE LEFT 48.68 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 42°06'40" WEST 43.53 FEET, THENCE SOUTH 88°35'49" WEST 268.80 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF LOT 19, WEBER INDUSTRIAL PARK, PLAT "A", WEBER COUNTY, UTAH, RECORDED APRIL 2, 1976 AS ENTRY NO. 661691 IN BOOK 19 AT PAGE 44, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 19, AND RUNNING THENCE NORTH 85°37'31" EAST 300 FEET, THENCE SOUTH 4°22'29" EAST 119.50 FEET TO THE BOUNDARY OF BEN LOMOND CEMETERY MAINTENANCE DISTRICT, THENCE SOUTH 88°59'30" WEST ALONG SAID BOUNDARY AND QUARTER QUARTER QUARTER SECTION LINE 300.52 FEET TO THE WEST LINE OF SAID LOT 19, THENCE NORTH 4°22'29" WEST 101.85 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

ALL OF LOT 20, WEBER INDUSTRIAL PARK, PLAT "A", WEBER COUNTY, UTAH, RECORDED APRIL 2, 1976 AS ENTRY NO. 661691 IN BOOK 19 AT PAGE 44.

PARCEL 4:

ALL OF LOT 21, WEBER INDUSTRIAL PARK, PLAT "A", WEBER COUNTY, UTAH, RECORDED APRIL 2, 1976 AS ENTRY NO. 661691 IN BOOK 19 AT PAGE 44.

EXHIBIT "B"**INSURANCE**

Trustor shall, at Trustor's expense, maintain or cause to be maintained, in full force and effect, on the Real Property, at all times while the Loan continues in effect, insurance coverage satisfactory to Beneficiary in its sole discretion.

All such insurance shall be maintained with insurers authorized or licensed to do business in the state in which the Real Property is situated and who have and maintain a minimum rating of at least A-, VIII or better from Best's Insurance Guide, or the equivalent as approved by Beneficiary. Such coverage must contain the complete address of the Real Property.

Trustor shall evidence to Beneficiary that said insurance policies have been paid current as of the date hereof, or at any point during the course of the Loan at Beneficiary's request. Trustor shall provide certificates of insurance signed by an authorized representative evidencing such insurance satisfactory to Beneficiary. Trustor shall renew all such insurance and deliver to Beneficiary certificates evidencing such renewals at least three (3) days before any such insurance shall expire, with renewing coverage no more restrictive than expiring coverage.

Without limiting the required endorsements to insurance policies, Trustor further agrees that all such Real Property policies shall provide that proceeds thereunder shall be payable to Beneficiary, its successors and assigns, pursuant and subject to a mortgagee clause (without contribution) of standard form attached to, or otherwise made a part of, the applicable policy and that Beneficiary, its successors and assigns, shall be named as an additional insured under all property policies ATIMA and all liability insurance on a primary and non-contributory basis. Such mortgagee clause shall (1) name Beneficiary as "First Mortgagee/Beneficiary Loss Payable," entitled to collect, directly from the Property insurers, any proceeds payable under such policy, as Beneficiary's interests may appear in such policy; and (2) stipulate that Beneficiary's entitlement to collect proceeds will in no way be adversely affected by any act, error or omission of Trustor, which may otherwise void any or all coverage provided under such policy. Each required Property policy herein shall also contain a standard waiver of subrogation provision.

Trustor further agrees that all such insurance policies: (1) shall provide for at least thirty (30) days prior written notice to Beneficiary prior to any cancellation or termination thereof (or in the case of cancellation due to non-payment of premium, ten (10) days' prior written notice) and Trustor shall provide notice to Beneficiary prior to any modification of the policies which affects the interest of Beneficiary; (2) shall contain an endorsement or agreement by the insurer that any loss shall be payable to Beneficiary in accordance with the terms of such policy notwithstanding any act or negligence of Trustor which might otherwise result in forfeiture of such insurance; and (3) shall name Beneficiary as an additional insured; and (4) shall waive all rights of subrogation against Beneficiary.

The delivery to Beneficiary of the insurance policies or the certificates of insurance as provided above shall constitute an assignment of all proceeds payable under such insurance policies by Trustor to Beneficiary as further security for the Indebtedness secured hereby. In the event of foreclosure of the Deed of Trust or other transfer of title to the Real Property in

extinguishment in whole or in part of the secured Indebtedness, all right, title and interest of Trustor in and to all proceeds payable under such policies then in force concerning the Property shall thereupon vest in the purchaser at such foreclosure, or in Beneficiary or other transferee in the event of such other transfer of title. Approval of any insurance by Beneficiary shall not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance.

In the event Trustor fails to provide, maintain, keep in force, or deliver and furnish to Beneficiary the policies of insurance required by this Agreement or evidence of their renewal as required herein, Beneficiary may, but shall not be obligated to, procure such insurance at Trustor's sole expense and Trustor shall pay all amounts advanced by Beneficiary, together with interest thereon at the Default Rate from and after the date advanced by Beneficiary until actually repaid by Trustor, promptly upon demand by Beneficiary. Any amounts so advanced by Beneficiary, together with interest thereon at the Default Rate, shall be secured by the Deed of Trust and by all of the other Loan Documents securing all or any part of the Indebtedness.

Beneficiary shall neither be responsible for nor incur any liability for the insolvency of the insurer or other failure of the insurer to perform, even though Beneficiary has caused the insurance to be placed with the insurer after failure of Trustor to furnish such insurance.

EXHIBIT "C"**APPLICABLE STATE LAWS****1. Acceleration; Remedies.**

Lender/Beneficiary shall give notice to Trustor prior to acceleration following Trustor's breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration following a transfer or encumbrance of the Real Property prohibited by this Deed of Trust unless Applicable Utah Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Real Property. To the extent required by Applicable Utah Law, the notice shall further inform Trustor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Trustor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender/Beneficiary at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender/Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section, including, but not limited to, reasonable Attorneys' Fees and costs of title evidence.

To the extent required by Applicable Utah Law, if the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Real Property to be sold and shall record such notice in each county in which any part of the Real Property is located. Lender/Beneficiary or Trustee shall mail copies of such notice in the manner prescribed by Applicable Utah Law to Trustor and to the other persons prescribed by Applicable Utah Law. In the event Trustor does not cure the default within the period then prescribed by Applicable Utah Law, Trustee shall give public notice of the sale to the persons and in the manner prescribed by Applicable Utah Law. After the time required by Applicable Utah Law, Trustee, without demand on Trustor, shall sell the Real Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines (but subject to any statutory right of Trustor to direct the order in which the Real Property, if consisting of several known lots or parcels, shall be sold). Trustee may in accordance with Applicable Utah Law, postpone sale of all or any parcel of the Real Property by public announcement at the time and place of any previously scheduled sale; provided, if such sale is postponed for longer than 45 days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Code Section 57-1-27 or other Applicable Utah Law. Lender/Beneficiary or its designee may purchase the Real Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Real Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and Attorneys' Fees; (b) to all sums secured by this Deed of Trust; and (c) any excess to the person or persons legally entitled to it or to the county clerk of the county in which the sale took place. Trustor agrees to pay any deficiency arising from any cause, to which Lender/Beneficiary may be entitled after applications of the proceeds of any sale, and Lender/Beneficiary may commence suit to collect such deficiency in accordance with Utah Code Section 57-1-32 or other Applicable Utah Law.

For purposes of this Section, "Applicable Utah Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law), including Title 57 of the Utah Code, as well as all applicable final, non-appealable judicial opinions.

2. Trustee.

The Trustee shall be deemed to have accepted the terms of this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trustee shall not be obligated to notify any party to this Deed of Trust of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Lender/Beneficiary, or Trustee is a party, unless such sale relates to or reasonably might affect the Real Property, this Deed of Trust, Lender/Beneficiary's security for the payment of the Indebtedness and the performance of the Obligations, or the rights or powers of Lender/Beneficiary or Trustee under the Loan Documents, or unless such action or proceeding has been instituted by Trustee against the Real Property, Trustor, or Lender/Beneficiary.

3. Power of Trustee to Reconvey or Consent.

At any time, without liability and without notice to Trustor, on Lender/Beneficiary's written request and presentation of the Note and this Deed of Trust to Trustee for endorsement, and without altering or affecting (a) the personal liability of Trustor or any other person for the payment of the Indebtedness secured by this Deed of Trust, or (b) the lien of this Deed of Trust on the remainder of the Real Property as security for the repayment of the full amount of the Indebtedness then or later secured by this Deed of Trust, (c) or any right or power of Lender/Beneficiary or Trustee with respect to the remainder of the Real Property, Trustee may (i) reconvey or release any part of the Real Property from the lien of this Deed of Trust; (ii) approve the preparation or filing of any map or plat of the Real Property; (iii) join in the granting of any easement burdening the Real Property; or (iv) enter into any extension or subordination agreement affecting the Real Property or the lien of this Deed of Trust.

4. Duty to Reconvey.

On Lender/Beneficiary's written request reciting that all sums secured hereby have been paid, surrender of the Note and this Deed of Trust to Trustee for cancellation and retention by Trustee, and payment by Trustor of any reconveyance fees customarily charged by Trustee, Trustee shall reconvey, without warranty, the Real Property then held by Trustee under this Deed of Trust. The recitals in such reconveyance of any matters of fact shall be conclusive proof of their truthfulness. The grantee in such reconveyance may be described as "the person or persons legally entitled to the Real Property." Such request and reconveyance shall operate as a reassignment of the Rents assigned to Lender/Beneficiary in this Deed of Trust.

5. Substitution of Trustee.

Lender/Beneficiary, at Lender/Beneficiary's option, may from time to time, by written instrument, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust, which instrument, when executed and acknowledged by Lender/Beneficiary and recorded in the office of the Recorder of the county or counties in which the Real Property is located, shall constitute conclusive proof of the proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all right, title, estate, powers, and duties of such predecessor Trustee, including, without limitation, the power to reconvey the Real Property. To be effective, the instrument must contain the names of the original Trustor, Trustee, and Lender/Beneficiary under this Deed of Trust, the book and page or instrument or document number at which, and the county or counties in which, this Deed of Trust is recorded, and the name and address of the substitute Trustee. If any notice of default has been recorded under this Deed of Trust, this power of substitution cannot be exercised until all costs, fees, and expenses of the then acting Trustee have been paid. On such payment, the then acting Trustee shall endorse receipt of the payment on the instrument of substitution. The procedure provided in this Section for substitution of Trustees is not exclusive of other provisions for substitution provided by Governmental Requirements.

6. Waiver of Right of Offset.

No portion of the Indebtedness secured by this Deed of Trust shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Trustor may have or claim to have against Lender/Beneficiary. Trustor hereby waives, to the fullest extent permitted by Governmental Requirements, the benefits of any rights of offset under Utah law.

7. Default Interest, Late Charges, Prepayment Premiums, and Other Charges.

For purposes of Utah Code Section 57-1-28, (i) Trustor agrees that all default interest, late charges, prepayment premiums, swap breakage fees and similar amounts, if any, owing from time to time under the Note or the other Loan Documents shall constitute a part of the Obligations and be entitled to the benefits of Lender/Beneficiary's lien upon the Real Property, and (ii) Lender/Beneficiary, in its sole discretion, may add all such default interest, late charges, prepayment premiums, swap breakage fees and similar amounts owing from time to time to the principal balance of the Note or the other Obligation, and in any case, Lender/Beneficiary may include all such amounts in any credit that Lender/Beneficiary may make against its bid at a foreclosure sale of the Real Property pursuant to this Deed of Trust.

8. Amendments to the Utah Code.

In the event of any amendment to the provisions of Utah Code Title 57 or other provisions of the Utah Code referenced in this Deed of Trust, this Deed of Trust shall be deemed amended to be consistent with such amendments.

9. Entire Agreement; Amendment.

This Deed of Trust and the other Loan Documents constitute the entire agreement between Trustor and Lender/Beneficiary with respect to each credit subject hereto and supersede all prior negotiations, communications, discussions and correspondence concerning the subject matter hereof. This Deed of Trust may be amended or modified only in writing signed by each party hereto. PURSUANT TO UTAH CODE SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THE LOAN DOCUMENTS ARE A FINAL EXPRESSION OF THE AGREEMENT AMONG LENDER/BENEFICIARY, TRUSTOR AND THE OTHER PARTIES THERETO AND THE LOAN DOCUMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.