

DEED OF TRUST AND SECURITY AGREEMENT

ARTICLE I **DEFINITIONS:**

As used herein, the following terms shall have the following meanings:

DATE OF DEED OF TRUST:

January 28, 2003

GUARANTOR (TRUSTOR):

Global Ranch Holdings, LLC, a Utah Limited Liability Company
c/o Global Ranch Management, LLC, a Utah Limited Liability Company, Manager
491-497 Harrison Avenue
Boston, MA 02118

TRUSTEE:

Rolf H. Berger, an active member of the Utah State Bar
Kirton & McConkie
60 E. South Temple St., Suite 1800
Salt Lake City, Utah 84111

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ALAN SPRIGGS, SUMMIT CO RECORDER
2003 JAN 29 15:05 PM FEE \$60.00 BY DMG
REQUEST: FOUNDERS TITLE CO

LENDER (BENEFICIARY):

LR5-A Limited Partnership
c/o Realty Financial Partners
10 Post Office Square, Suite 750
Boston, MA 02109

GUARANTY AMOUNT:

Three Million Five Hundred Thousand Dollars (\$3,500,000)

BORROWER:

Pickle Factory, LLC, a Massachusetts limited liability company

BORROWER'S LOAN:

That loan in the maximum principal amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000) by Lender to Borrower.

BORROWER'S LOAN DOCUMENTS:

The Borrower's Loan Agreement, Borrower's Note, Borrower's Mortgage, and all other documents evidencing or securing the Borrower's Loan.

BORROWER'S LOAN AGREEMENT:

That Development and Construction Loan Agreement of even date herewith given by Borrower to Lender in connection with the Loan.

BORROWER'S NOTE:

That Note of even date herewith in the stated principle amount of the Loan payable by Borrower to the order of Lender.

BORROWER'S MORTGAGE:

That Mortgage and Security Agreement of even date herewith executed by Borrower in favor of Lender encumbering a certain parcel of parcels of ground and the buildings and improvements existing or to be constructed thereon located at 150, 160 & 170 Terrace Street, Boston Massachusetts, as more particularly described in the Mortgage.

GUARANTY:

A guaranty of even date herewith given by Guarantor to Lender in which Guarantor irrevocably, unconditionally and absolutely guarantees to Lender, its successors, endorsees and assigns:

(a) the prompt repayment when due, whether at maturity or upon earlier acceleration, of the outstanding principal balance of the Borrower's Loan, together with all accrued and unpaid interest thereon, any extension fees, late charges, default interest and all other charges due in connection therewith;

(b) the prompt payment when due of all other sums due and becoming due to Lender under the terms of any of the Borrower's Loan Documents; and

(c) the prompt and complete compliance with and performance by Borrower of all covenants, agreements, indemnities and other obligations to be performed by Borrower pursuant to the terms of any of the Borrower's Loan Documents, including but not limited to the obligation to expend "Borrower's Funds" as defined in the Borrower's Loan Agreement and the obligation to make certain deposits pursuant to Section 7.2 of the Borrower's Loan Agreement.

GUARANTEED OBLIGATIONS:

The payment, compliance and performance of all obligations guaranteed by Guarantor pursuant to the Guaranty, including Guaranty clauses (a) through (c) above.

LAND:

The land at approximately 970 North State Road, # 32, Kamas, Utah, as more particularly described in Schedule A attached hereto, including all easements, rights, privileges and appurtenances thereunto belonging or pertaining, and all of the right, title and interest of Guarantor therein and in the streets and ways adjacent thereto, present or contingent, now existing or hereafter acquired.

WATER RIGHTS:

All water rights and all water shares appurtenant to, or used in connection with, the Land, including, without limitation, all water shares now owned or hereafter acquired by Guarantor in Beaver & Shingle Creek Irrigation Company.

IMPROVEMENTS:

The buildings and other structures and other improvements now or hereafter owned by Guarantor and situated upon the Land, including all machinery, fixtures and equipment of every kind and nature whatsoever forming a part of said buildings or other structures including, but without limitation, portable or sectional buildings, electric equipment, gas equipment, plumbing equipment, heating, air-conditioning and

ventilating equipment, elevators and escalators, awnings, screens, storm doors, storm windows, blinds, shades, cabinets, stoves, disposals, refrigerators, dishwashers, floor coverings, lobby furnishings, sprinkler equipment, incinerating equipment, fire alarm and smoke detector systems, swimming pool and other recreational equipment, trees, hardy shrubs and perennial flowers, and also including all materials stored on the Land for incorporation into the Improvements.

CHATTELS:

All machinery, fixtures and equipment and other articles of personal property now or at any time hereafter owned by Guarantor and attached to, placed upon, or used in any way in connection with the use, enjoyment, occupancy or operation of the Improvements.

TRUST PROPERTY:

- (i) The Land;
- (ii) the Improvements;
- (iii) the Water Rights;
- (iv) the Chattels;
- (v) all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, but without limitation, proceeds of insurance provided for in Section 3.4 below and proceeds of condemnation awards and awards for restriction of access to, or change of grade of streets ("Proceeds"); and
- (vi) all right, title and interest of Guarantor in all leases, or other tenancy arrangements, now or hereafter existing, of the whole or parts of the Land and Improvements, including security deposits thereunder, and in the rents payable thereunder, and in guarantees of the obligations of the lessees thereunder (the "Leases"), and in all agreements, licenses and permits affecting the Land, Improvements and Chattels, and in all other rents, issues and profits of the Land, Improvements and Chattels (collectively, "Miscellaneous Personal Property").

ESTATE OF GUARANTOR IN THE LAND:

A fee simple interest in the Land and Improvements.

USE:

Construction, operation and sale of real and personal property associated with the Trust Property.

ASSIGNMENT:

The Collateral Assignment of Leases and Rents of even date herewith given by Guarantor to Lender assigning Guarantor's interest in all Leases to Lender as further security for repayment of sums due under the Guaranty.

GUARANTY DOCUMENTS:

The Guaranty, this Deed of Trust and Security Agreement (hereinafter called "Deed of Trust"), the Assignment, the Uniform Commercial Code Financing Statements given by Guarantor in connection with the security agreement hereby created, and all other present or future instruments or agreements evidencing or securing the Guaranty, or given in connection with the indebtedness evidenced thereby, or stated to be a Guaranty Document as defined in this Deed of Trust, each as from time to time amended or modified.

ARTICLE II

GRANTING CLAUSE; CONVEYANCE TO TRUSTEE WITH POWER OF SALE

2.1 For good and valuable consideration, including (without limitation) the indebtedness recited herein and the trust herein created, Guarantor (as Trustor) hereby irrevocably gives, grants, bargains, sells, warrants, aliens, remises, releases, conveys, assigns, transfers, mortgages, hypothecates, deposits, pledges, sets over and confirms the Trust Property unto Trustee, in trust, with power of sale and right of entry and possession, for the benefit of Lender (as Beneficiary), and does hereby further grant to Lender a security interest in the Trust Property for the benefit and security of Lender, all for the purpose of securing: (i) the performance of the Guaranty (the "Indebtedness"), and any modification, amendment, extension or renewal thereof, (ii) the performance and observance of all obligations and representations of Guarantor under this Deed of Trust, as amended from time to time; and (iii) the payment and performance of all other obligations of Guarantor under any other Loan Document, provided, however, that notwithstanding anything to the contrary in this Deed of Trust or in any other Loan Document, this Deed of Trust does not secure the performance of any obligations under the Environmental Indemnity Agreement. The aforementioned Indebtedness, the obligations under this Deed of Trust and the other secured obligations described in this subsection are hereinafter sometimes collectively called the "Obligations."

2.2 The term "Lender" as used herein, shall mean the Lender named herein and its successors and assigns and all successors to the interest of Lender named herein and each of them, except only as expressly otherwise provided herein. The expression "Guarantor" as used herein, shall mean the Guarantor named herein and its or their successors and assigns and all successors to the interest of Guarantor named herein and each of them, except only as expressly otherwise provided herein; but Lender shall not be required at any time to recognize as Guarantor any person unless and until Lender shall receive evidence satisfactory to it that such person holds Guarantor's interest.

ARTICLE III

REPRESENTATIONS. AGREEMENTS AND CONDITIONS:

3.1 Payments. Guarantor will pay all sums secured hereby promptly as and when the same become due and payable.

3.2 Title. Guarantor lawfully holds its estate in the Trust Property set forth in Article I, free from encumbrances, except those encumbrances set forth in Schedule B of the title insurance policy insuring the lien of this Deed of Trust (the "Title Policy"), and has good right and power to convey the Trust Property to Trustee in trust for the benefit of Lender for the uses and purposes in this Deed of Trust set forth; and Guarantor shall and will warrant and defend its said title to Trustee and Lender forever against the claims and demands of all persons whatsoever, except as herein set forth.

3.3 Payment to Municipal Charges/Escrow Account/Liens

(a) Guarantor will pay, at least ten days prior to the last day when the same shall be payable without interest or late charge (and will provide by such time evidence of such payment satisfactory to Lender), all taxes, assessments and governmental charges of every type or nature, to whomever assessed, imposed upon or against the Trust Property or any part thereof, or upon the rents, issues and profits therefrom, or upon the lien or estate created hereby, or arising in respect of the occupancy, use or possession of the Trust Property, including, without limitation, real and personal property taxes, taxes on rents, betterments assessments, permit and license fees, and water and sewer charges. Nothing in this subsection shall extend to any income tax or corporation excise tax of Lender.

(b) At Lender's option, Guarantor shall periodically deposit with Lender amounts sufficient to discharge the obligations under subsection (a) above when they become due. The determination from time to time, of the amounts so to be deposited with Lender, so that the aggregate of such amounts deposited

shall be sufficient for this purpose, shall be made by Lender in its discretion reasonably exercised. No trust shall be created by such deposits and the amounts so deposited may be commingled with other funds of Lender and shall be held by Lender without interest and applied to the payment of the obligations in respect to which such amounts were deposited or, at the option of Lender, the payment of said obligations shall be made in such order of priority as Lender shall determine, or, if a default shall then exist under any of the Guaranty Documents, to the payment of any other Obligation secured by this Deed of Trust. If one month prior to the due date of any of the aforementioned obligations the amounts then on deposit therefor shall be insufficient for the payment of such obligation in full Guarantor, within five (5) days after demand, shall deposit the amount of the deficiency with Lender. Nothing herein contained shall be deemed to affect any right or remedy of Lender under Article VI.

(c) Guarantor will not permit to exist any mechanics', materialmens' or laborers' liens upon the Trust Property or any part thereof. None of the Chattels will be subject to any conditional sales agreement, chattel mortgage, lease or use agreement or other security interest except only the security interest of Lender therein.

(d) Guarantor will keep the Trust Property free of any claim, lien or encumbrance which may be or become prior to this Deed of Trust, except only as provided in the Title Policy.

(e) Nothing in this Section 3.3 shall require the payment or discharge of any obligation imposed upon Guarantor by this Section so long as Guarantor shall, in good faith and at its own expense, contest the same, or the validity thereof, by appropriate legal proceedings which shall operate to prevent the collection thereof; or other realization thereupon, or the sale or forfeiture of the Trust Property, or any part thereof, to satisfy the same; provided that Guarantor shall give notice to Lender of such contest prior to such contest and at all times during such contest Guarantor shall, at the option of Lender, provide security satisfactory to Lender (which may be cash), assuring the discharge of Guarantor's obligations hereunder and of any additional charge, penalty or expense arising from or incurred as a result of such contest, or if tenants, under their respective leases of the Trust Property, are fully complying by exercising their rights and obligations under their respective leases with respect to such matters.

3.4 Insurance on the Trust Property

(a) Guarantor will keep the Improvements and Chattels insured against loss by fire, the "Special Form" perils and such other risks and perils as may be specified reasonably by Lender, including, without limitation, rent insurance and flood insurance. Guarantor shall deliver policies of such insurance to Lender forthwith, and a renewal of each expiring policy at least fifteen days prior to the expiration date. Such insurance shall be written in forms, amounts and by companies reasonably satisfactory to Lender, and losses thereunder shall be payable to Lender pursuant to a loss-payable-to-mortgagee clause standard in the State in which the Land lies. Such insurance shall provide that the same shall not be canceled as to Lender, unless Lender shall have received notice of such cancellation at least thirty (30) days prior to the date designated in said notice as the cancellation date. Such insurance shall provide that any waiver in writing by the insured prior to loss of any or all rights of recovery against any party for loss shall not affect the validity of the insurance or the right of recovery thereunder. Such insurance shall provide that the same shall be payable to mortgagees notwithstanding any defense the insurer may have to the payment of the same to Guarantor or to any person holding any other interest in the Trust Property other than termination of the policy pursuant to the stated terms thereof. Also, if the insurer shall have had a defense to the payment of any insurance proceeds to Guarantor, but shall have paid the same to mortgagees, any interest the insurer shall have in the Trust Property as security for the repayment of said proceeds shall be fully subordinated to the interest of Lender in the Trust Property. Guarantor shall not maintain any insurance upon the Trust Property against fire or other casualty unless the loss thereunder shall be payable to mortgagees in the manner aforesaid. Upon foreclosure of this Deed of Trust any prepaid insurance premiums for insurance coverage then outstanding shall become the absolute property of Lender. Guarantor authorizes Lender, at its option, to adjust and compromise any losses under such insurance for and on behalf of Guarantor, and any such adjustment and compromise shall be binding on Guarantor.

(b) Guarantor shall give Lender prompt notice of any damage to the Trust Property by fire or other

casualty.

(c) The net proceeds of any such insurance shall, at the option of Lender, be used in any one or more of the following ways: (1) payment of the Indebtedness secured hereby matured or unmatured, (2) the performance of any Obligations of Guarantor hereunder as Lender may determine, (3) the repair or restoration of the Trust Property as Lender shall require or (4) release to Guarantor.

(d) Guarantor will also cause appropriate public liability insurance to be maintained in such amounts as Lender shall reasonably request and shall deliver to Lender evidence of such insurance.

3.5 Maintenance and Upkeep of Trust Property

(a) Guarantor will maintain or cause to be maintained the Trust Property in good order, condition and repair, damage from casualty expressly not excepted, promptly replacing any items of the Trust Property which may become lost, destroyed or unsuitable for use with other property of similar character and value. Guarantor will not permit or commit any waste of the Trust Property, will comply with all laws, ordinances, regulations, agreements, conditions and restrictions affecting the Trust Property and will not permit any violation thereof. Guarantor will not permit any condition to exist that would wholly or partially invalidate any insurance upon the Trust Property or create any extra premiums therefor. Guarantor shall maintain and preserve parking areas, driveways and other public areas upon the Trust Property. Without the prior written consent of Lender, no buildings on the Trust Property shall be removed or structurally altered and no new buildings or additions to existing buildings shall be erected on the Trust Property. For the purposes hereof, the restoration of buildings damaged by fire or other casualty (including taking by eminent domain) shall not be deemed to be an erection of a new building or an addition to an existing building.

3.6 Use of Trust Property

(a) Guarantor shall operate the Land and Improvements for the Use set forth in Article I or such other use as reasonably may be approved by the Lender. If, at any time, the then existing use or occupancy of the Trust Property, or any part thereof, shall, pursuant to any applicable zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, Guarantor shall not cause or permit such use or occupancy to be discontinued without the prior written consent of Lender.

(b) Guarantor shall cause the Land and Improvements to be operated in compliance with all restrictions, encumbrances or agreements affecting said Land and Improvements and with all zoning and building codes and other applicable laws, ordinances, rules and regulations of all public authorities having jurisdiction including, without limitation, the Americans with Disabilities Act.

3.7 Compliance with Leases

Guarantor will perform and observe all obligations of Guarantor under all leases or other tenancy arrangements or other agreements, licenses or permits from time to time affecting the Trust Property or any part thereof. Guarantor shall use reasonable diligence to enforce the obligations of the other parties to said leases and other agreements.

3.8 Maintaining Books and Records/Delivery of Annual Statements/Lender's Review

(a) Guarantor shall maintain full and correct books and records showing in detail the earnings and expenses of the Trust Property and will permit Lender and its representatives to examine said books and records, and all supporting vouchers and data, at any time and from time to time upon request by Lender.

(b) Guarantor shall deliver to Lender within forty-five (45) days after the close of each fiscal year of Guarantor (including the fractions of the fiscal year current on the date of this Deed of Trust): (i) a summary, in detail satisfactory to Lender, of all leases and other tenancy arrangements affecting the Trust Property; (ii) an annual operating statement and balance sheet with respect to the Trust Property, prepared in accordance with generally accepted accounting principles and otherwise in such form, substance and

detail as the Lender shall reasonably require, indicating all gross receipts and expenses of the Trust Property for said fiscal year; and (iii) for each party who is a principal/guarantor of the loan secured hereby, a personal financial statement and personal balance sheet each in form, substance and detail satisfactory to the Lender and a copy of the most recent federal income tax return. Upon the request of Lender from time to time Guarantor shall deliver more frequent gross receipts and expense statements. The lease summary and annual operating statements shall contain the certification of Guarantor which certification shall be unconditional except only for conditions approved by Lender. Guarantor shall also deliver to Lender a current financial statement of Guarantor in such reasonable detail as Lender may request within forty-five (45) days after the expiration of each calendar year. Lender reserves the right to require that all such financial data to be delivered hereunder be prepared and certified by a certified public accountant acceptable to Lender.

3.9 Corrective Instruments/Perfection of Security Interests

(a) Guarantor will, at its own cost, execute and deliver such further instruments and do such further acts as Lender shall, from time to time, require to correct any defect, error or omission herein or better to assure to Lender the property and rights transferred to Lender hereunder, in particular, and without limitation:

(i) To carry out the transfer to Lender, as security, of so much of the Trust Property as is described in subdivision (iv) under the definition of Trust Property; Guarantor appoints Lender its attorney-in-fact to collect and receive any such proceeds from the authorities or entities paying the same, to appear in any proceeding therefor, and to give receipts and acquittances therefor; and Guarantor will execute and deliver to Lender, on demand, such assignments and other instruments as Lender may require for said purposes and will reimburse Lender for its costs (including reasonable counsel fees) in the collection of such proceeds (Guarantor agreeing, however, that so long as no default exists under any of the Guaranty Documents, to comply with Guarantor's obligations under the Leases).

(ii) To carry out the transfer to Lender, as security, of so much of the Trust Property as is described in subdivision (v) under the definition of Trust Property; Guarantor agrees (a) to execute and deliver to Lender such conditional assignments of leases and other tenancy arrangements of portions of the Trust Property and rents payable thereunder as Lender may, from time to time, request; (b) to perform all of the obligations of the landlord under all Leases; and (c) not to hereafter enter into, terminate, accept a surrender of, reduce the rentals under, or anticipate any rentals under, or amend any Leases, or consent to any assignment or subletting, in whole or in part, of any Leases without Lender's written consent, and not to collect any rents under any Leases more than one month in advance of the monthly payment date, except only that Guarantor may collect in advance rent for the last month of the term of any Lease. Guarantor shall deposit any and all security deposits under the Leases in a separate account, and shall annually provide Lender with evidence that such security deposits have not been commingled with Guarantor's assets. Guarantor shall give Lender notice of any draws from said security deposits. Nothing herein shall obligate Lender to perform the obligations of landlord under any such Leases or other tenancy arrangements, which obligations Guarantor shall perform. Guarantor agrees immediately upon receipt to send to Lender copies of all notices from any tenant giving notice of default of the landlord or of facts or circumstances which if not remedied could result in a default by the landlord.

(b) Guarantor will cause this Deed of Trust and all instruments of further assurance and all financing and continuation statements required by the applicable provisions of the Uniform Commercial Code at all times to be kept, recorded and filed in such places as in the opinion of Lender's counsel may be required to preserve and fully protect the rights of Lender. In addition to paying all fees and expenses in connection with the foregoing, Guarantor will pay all stamp and transfer taxes as well as other taxes and charges in connection with the Guaranty, this Deed of Trust, the Uniform Commercial Code Financing Statements and all instruments of further assurance exclusive, however, of income and similar taxes on Lender. Lender may, at its election, accomplish such recordings and filings and such payments of such taxes and charges for the account of Guarantor, and, in such event, Guarantor shall reimburse Lender, from time to time, within five (5) days after demand is made therefor, for the costs and expenses of Lender in so doing.

3.10 Non-consensual Transfers of Property or Interests. Any transfer, mortgage or pledge of the interest, or any part of the interest: (a) of Guarantor in the Trust Property, or (b) of any guarantor of the Obligations of Guarantor in the Trust Property, or (c) of any such guarantor in the Guarantor, without the written consent of Lender, voluntarily or involuntarily, or by operation of law, including, without limitation, any assignment of the rents, income or profits and any placing of any junior lien upon the Trust Property, or any pledge or transfer of any portion of the beneficial, or any other interest, however characterized or described in the corporation, trust, limited partnership, limited liability company, or other entity holding title to the Trust Property, or any pledge or transfer of any interest in any joint venture or similar arrangement underlying such corporation, trust, limited partnership, limited liability company, or other entity in either case, from the present holding thereof shall constitute an Event of Default under this Deed of Trust. Any consent to any one transfer, mortgage or pledge shall be deemed a consent only to said one transfer, mortgage or pledge and shall not be a waiver of the requirement of consent to any further transfer, mortgage or pledge. If Guarantor's rights become vested in a person other than Guarantor named herein, Lender may, without notice to Guarantor named herein, deal with such person to extend or modify this Deed of Trust or the payments hereunder or the indebtedness secured hereby, or release part of the Trust Property without releasing or diminishing the liability or obligation of Guarantor named herein.

3.11 Lender's right to Inspect. Lender shall have the right to enter upon and inspect all parts of the Trust Property at all reasonable times.

3.12 Eminent Domain. If the Trust Property or any part thereof shall be taken by right of eminent domain, or access to any street shall be restricted, or the grade of any street shall be changed, awards of damages therefor shall be paid to Lender. Such awards shall, at the election of Lender, be used in any one or more of the following ways: (1) applied to the Indebtedness secured hereby, matured or unmatured, (2) used to perform any obligation of Guarantor hereunder as Lender may determine, (3) used to repair or restore the Trust Property as Lender may require, or (4) released to Guarantor.

3.13 Assignment of Rents. So long as an Event of Default has not occurred under this Deed of Trust, the Guaranty, or any of the Guaranty Documents, rents payable by occupants of portions of the Land and Improvements shall be payable to Guarantor but upon notice by Lender to any such occupant that Guarantor is in such default, rents payable by such occupant shall become payable to Lender without any obligation on the part of any such occupant to inquire whether such default has, in fact, occurred. Lender shall have the right to apply rents received to the Indebtedness secured hereby, matured or unmatured. Lender may demand, sue for and recover such rents, but shall not be obligated to do so. Nothing herein shall be construed as an approval by Lender of any Lease, other tenancy arrangement, agreement, license or permit, and nothing herein shall obligate Lender to perform any obligations of Guarantor under any of said Leases, other tenancy arrangements, agreements, licenses or permits, which obligations Guarantor agrees to perform punctually except as may otherwise specifically be set forth herein.

3.14 No Waiver of Rights. Receipt of any insurance proceeds, condemnation awards, rents or other moneys or evidences thereof, as aforesaid and any disposition thereof by Lender shall not constitute a waiver of any rights of Lender, statutory or otherwise, and specifically shall not constitute a waiver of the right of foreclosure by Lender in the event of any failure of performance of any Obligation of Guarantor hereunder, or under the Guaranty, or other evidence of Indebtedness given by Guarantor to Lender.

3.15 Senior Indebtedness or Leases. If this Deed of Trust, by its terms, is now, or at any time, subject or subordinate to a prior mortgage, deed of trust, or lease, Guarantor shall not, without the written consent of Lender, agree to the modification, amendment, or extension of such prior mortgage, deed of trust, or lease and Guarantor will perform all obligations of Guarantor under such mortgage, deed of trust or lease.

3.16 Closing and Collection Costs. Guarantor agrees to pay, when due, all costs and expenses incurred incident to the closing of the guaranty transaction evidenced by the Guaranty and secured by this Deed of Trust, the assurance of the security represented by this Deed of Trust, and incident to the enforcement of the Guaranty, this Deed of Trust and the other Guaranty Documents, including, without limitation, title company premiums and charges, attorneys' fees and expenses, brokers' commissions, contractors' claims, recording and filing fees, documentary stamps, mortgage tax or any tax imposed upon

any other Guaranty Documents, and the fees and expenses of any consultants employed by Lender, including, without limitation, charges for hazardous waste site assessment and Lender's site engineering costs.

3.17 Reimbursement of Costs. If Lender shall be made party to any action by reason of the execution of this Deed of Trust, the Guaranty, or any other Guaranty Document, or in which the priority of the lien of this Deed of Trust shall be challenged, Guarantor shall reimburse to Lender, immediately upon demand, all sums of money paid by Lender to defend said action and uphold the lien created hereby, together with interest from the date of payment, at a rate equal to 26% per annum, compounded monthly. Any sums so paid by Lender, together with interest, shall be secured hereby.

3.18 Enforceability of Loan Documents. The Guaranty Documents have each been duly executed and delivered by Guarantor, and each is a legal, valid and binding obligation of Guarantor, enforceable in accordance with its terms.

3.19 No Present Defaults. Guarantor is not now in default under any instruments or obligations relating to the Trust Property and no party has asserted any claim of default relating to the Trust Property. The execution and performance of the Guaranty Documents and the consummation of the transactions thereby contemplated will not result in any breach of, or constitute a default under, any contract, mortgage, deed of trust, lease, bank loan or credit agreement, trust indenture or other instrument to which Guarantor is a party or by which Guarantor may be bound or affected and do not violate or contravene any law, order, decree, rule or regulation to which Guarantor is subject; nor do any such instruments impose or contemplate any obligations which are or will be inconsistent with any other obligations imposed on Guarantor under any other instruments heretofore or hereafter delivered by Guarantor.

3.20 Condition of Trust Property. The Improvements presently on the Land have been completed and installed in a good and workmanlike manner, in accordance with all applicable governmental laws, regulations and requirements and as required under all Leases to the tenants to which the same are demised. The Improvements are served by electric, gas, sewer, water and other utilities required for the use and operation thereof. Any and all streets and other off-site improvements necessary for the use and operation of the Trust Property have been completed, are serviceable, and have been accepted or approved by applicable governmental bodies. The Trust Property complies with all applicable federal, regional, state and local laws, ordinances, regulations, requirements and the like.

3.21 No Claims. There are no actions, suits or proceedings including, without limitation, condemnation, insolvency and bankruptcy proceedings, pending or threatened, against or affecting Guarantor or the Trust Property (except any disclosed in an opinion of Guarantor's counsel of even date), or which may involve or affect the validity or enforceability of the Guaranty Documents at law or in equity, or before or by any governmental authority. Guarantor is not in default with respect to any order, writ, injunction, decree or demand of any court or any governmental authority affecting Guarantor or the Trust Property.

3.22 Financial Statements. All statements, financial or otherwise, submitted to Lender in connection with this transaction are true and correct in all respects, and with respect to the financial statements have been prepared in accordance with generally accepted accounting principles consistently applied and fairly present the financial condition of the parties or entities covered by such statements as of the date thereof, and no additional borrowings have been made by such parties or entities, or any of them, since the date thereof, nor have Guarantor or the Trust Property experienced a material adverse change since the date thereof. Guarantor is now in a solvent condition.

3.23 No Waiver upon Closing. Lender's acceptance of the Guaranty and the security therefore shall not be deemed an acceptance by Lender of the physical condition of the Trust Property or a waiver of the performance of any Obligation of Guarantor; that is, the acceptance of the Guaranty and the security therefore shall not excuse Guarantor from the performance of any of Guarantor's Obligations under the Guaranty Documents.

3.24 Hazardous Substances. Guarantor warrants that there is no oil, asbestos or hazardous substance,

waste or material, (within the meaning of any United States or Utah environmental statutes), hereinafter called "Hazardous Substances", on or in the Trust Property; that there is no present threat of a release thereof from or onto the Trust Property, and that Guarantor will prevent any such release or threat of release within the Trust Property during the term of this Deed of Trust. Guarantor also warrants that it has not received any notification from any Federal or State agency with respect thereto. Guarantor covenants to strictly comply with the requirements of all Federal, State and local environmental laws and regulations (collectively "Environmental Laws") and to promptly notify Lender of any release or threat of release of any Hazardous Substance on or in the Trust Property or threat of release thereof from or onto the Trust Property, and any notices from any Federal or State agency with respect thereto. Guarantor hereby covenants to indemnify Lender against, and hold Lender harmless from, all loss, cost or expense, including attorneys' fees, suffered or incurred by Lender under or on account of any Hazardous Substances on, in or from or otherwise affecting the Trust Property (but excluding Hazardous Substances introduced onto the Trust Property after this Deed of Trust has been discharged or foreclosed and the Guarantor's ownership, possession and control thereof has ended)

Lender, at its election and in its sole discretion and without notice, may (but is not obligated to) cure any failure on the part of Guarantor to comply with applicable Environmental Laws, including, without limitation, the following:

- (i) arrange for the prevention and/or the clean-up of any release or threat of a release of Hazardous Substances on or in the Trust Property, and pay for such prevention and/or clean-up costs and associated costs;
- (ii) pay, on behalf of Guarantor, any fines or penalties imposed on Guarantor in connection with such release or threat of release of Hazardous Substances; and
- (iii) make any other payment or perform any other act, which will prevent a lien from attaching to the Trust Property on account thereof on the clean up thereof

Any partial exercise by Lender of the remedies hereinabove set forth, or any partial undertaking on the part of Lender to cure Guarantor's failure to comply with Environmental Laws, shall not obligate Lender to complete the actions taken or require to expend further sums to cure Guarantor's non-compliance; neither shall the exercise of any such remedies operate to place upon Lender any responsibility for the operation, control, care, management or repair of the Trust Property or make Lender a so-called mortgagee in possession.

Any amount paid or costs incurred by Lender as a result of the exercise by Lender of any of the rights hereinabove set forth, together with interest at a rate equal to 26% per annum, compounded monthly, from the date of payment, shall be immediately due and payable by Guarantor to Lender, and until paid shall be added to and become a part of the Obligations secured hereby, and the same may be collected as part of the Obligations in any suit hereon or upon the Guaranty or any other instrument included in the collateral; and Lender, by making any such payment or incurring any such costs, shall be subrogated to any rights of Guarantor to seek reimbursement from any third parties who may have responsibility with respect to the Hazardous Substances.

ARTICLE IV **PERSONAL PROPERTY SECURITY AGREEMENT:**

4.1 Perfected Security Interest in Chattels. Guarantor agrees that this Deed of Trust shall constitute a security agreement with respect to the Chattels and other personal property that is a part of the Trust Property and Guarantor does hereby grant to Lender a security interest therein. Lender shall have all of the remedies of a secured party under the Uniform Commercial Code as now in effect in the State in which the Land lies and such further remedies as may, from time to time, hereafter be provided in said State for a secured party with respect to both said personal property security and any personal property security that may hereafter be given as further security for the Indebtedness secured by this Deed of Trust; provided,

however, that nothing herein shall preclude Lender from proceeding both as to personal property security and real estate security in accordance with Lender's rights and remedies in respect of real estate security. This Deed of Trust shall also be deemed a financing statement filed as a fixture filing pursuant to the Uniform Commercial Code as now adopted by the State of Utah. The owner of record of the Land is the Guarantor herein. Information concerning the interest of Lender in fixtures may be obtained from Lender at its address as set forth in this Deed of Trust.

ARTICLE V **MISCELLANEOUS:**

5.1 Without affecting the liability of Guarantor or any other person (except any person expressly released in writing) obligated for the payment of any Indebtedness secured hereby or for performance of any Obligation contained herein, and, without affecting the rights of Lender with respect to any security not expressly released in writing, Lender may, at any time and from time to time, and without notice or consent:

- (a) Release any person liable for the payment of all or any part of the Indebtedness or for the performance of any Obligation.
- (b) Make any agreement extending the time, or otherwise altering the terms of payment of, all or any part of the Indebtedness, or modifying or waiving any Obligation, or subordinating, modifying or otherwise dealing with the lien or charge hereof
- (c) Exercise, refrain from exercising or waive any right Lender may have.
- (d) Accept additional security of any kind.
- (e) Release or otherwise deal with any property, real or personal, securing the Indebtedness, including all or any part of the Trust Property.

5.2 No consent or waiver by Lender to or of any default by Guarantor shall be construed as a consent or waiver to or of any further default in the same or any other term, condition, covenant or provision of this Deed of Trust or of the obligations secured hereby.

5.3 Any agreement hereafter made by Lender with Guarantor pursuant to this Deed of Trust shall be superior to the rights of the holder of any intervening lien or encumbrance.

5.4 No delay by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

5.5 Any notice shall be deemed duly given by any sender to an addressee: (i) if delivered personally to said addressee against a receipt thereof signed by said addressee or an agent of said addressee, or (ii) if mailed to said addressee by registered or certified mail, postage prepaid, return receipt requested, or by Federal Express or similar courier at the "Notice Address" of said addressee. The time of the giving of any notice shall be the time of receipt thereof by the addressee or an agent of the addressee, except that in the event a notice mailed as above provided shall not be received upon attempted delivery thereof to the Notice Address because of a refusal of receipt, the absence of a person on a business day to receive or otherwise, the time of the giving of such notice shall be the time of such attempted delivery. The Notice Address of Lender shall be as set forth in Article I and the Notice Address of Guarantor shall be as set forth in Article I, but, if the sender of any notice to any addressee shall have previously been given notice by said addressee of a change of address of said addressee, such changed address shall thereafter as to such sender be deemed the Notice Address of said addressee.

5.6 If any provision of this Deed of Trust or the Guaranty or any other document given to secure the Guaranty, or if the application of any provision to any person or circumstance, shall be determined to be

invalid or unenforceable, then such determination shall not affect any other provisions or the application of said provision to any other person or circumstance; or if any provision is capable of two constructions, one which renders the provision invalid or unenforceable and the other which does not, then the construction which renders the provision valid and enforceable shall prevail. In particular, and without limitation, if any provision shall be held to be "usurious" under applicable law, the rate of interest shall be reduced to the highest lawful rate and any payment previously made in excess of said rate shall be credited to principal as of the time made.

5.7 The representations and agreements made by any party hereto shall be binding upon said party and his heirs, executors, administrators, successors and assigns; and the representations and agreements made to any party, the conditions for the benefit of said party and the rights and remedies of said party shall inure to the benefit of the heirs, executors, administrators, successors and assigns of said party. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

ARTICLE VI **DEFAULT:**

6.1 Lender's Rights to Advance Fund Upon Default. If Guarantor shall fail to perform any obligation of Guarantor hereunder, including, without limitation, any obligation under Article III, then Lender may, at its election, after telephone or written notice to Guarantor except in case of emergency, perform such obligation for the account of Guarantor with right of subrogation thereunder. In connection therewith Lender may advance such sums of money as Lender shall deem advisable, without responsibility with respect to the legality, validity or priority of any claim, lien or tax or the amount necessary to be paid to satisfy the same. Lender shall be subrogated, for further security, to the lien, although released of record, of any lien discharged by a payment by Lender. Guarantor shall pay to Lender, immediately upon demand, all sums of money advanced by Lender pursuant to this Section, together with interest from the date of payment at the rate of 26% per annum, compounded monthly, and all such advances plus interest shall be secured hereby. No such advance shall be deemed to relieve Guarantor from any default hereunder, or impair any right or remedy of Lender in the event of default of Guarantor.

6.2 Events of Default. The following (in addition to such events as may elsewhere in this document be defined as an Event of Default) shall be Events of Default (each, an "Event of Default") hereunder:

- (a) A default or failure in the payment, when due, of any Indebtedness or other moneys secured hereby which shall continue beyond the applicable notice and grace periods (if any) contained in the Guaranty or other applicable Guaranty Document.
- (b) Any Event of Default under or any failure by Guarantor to perform any obligation under any Guaranty Document and to cure such matter within the grace period (if any) allowed by such other Guaranty Document.
- (c) If Guarantor or any guarantor of the Obligations of Guarantor shall file a petition in bankruptcy or for reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under the provisions of the Bankruptcy Code, or if such a petition shall be filed against Guarantor or said guarantor and shall not be dismissed within sixty (60) days after such filing.
- (d) If Guarantor or any guarantor of the Obligations of Guarantor is adjudicated a bankrupt or insolvent or makes an assignment for the benefit of creditors, or if any petition or other proceeding is filed by Guarantor or said guarantor for appointment of a trustee, receiver, guardian, conservator or liquidator of all, or substantially all, of Guarantor's or such guarantor's property; or if such a petition or other proceeding shall be filed against Guarantor or said guarantor and shall not be dismissed within sixty (60) days after such filing.
- (e) Any representation or warranty made herein, in any other of the Guaranty Documents shall be inaccurate, misleading or unfulfilled in any material respect and with respect to any inaccuracy, if the

Guarantor was aware or should have been aware of such inaccuracy.

(f) There shall in Lender's opinion, reasonably arrived at, be any material adverse change in the financial condition of Guarantor or any guarantor, including, without limitation, any pending or threatened litigation or adverse decision which would in Lender's opinion materially adversely affect Lender's security.

(g) The Trust Property or any part thereof shall be the subject of any pending or threatened litigation, an adverse decision in which would in Lender's opinion, reasonably arrived at, materially adversely affect Lender's security.

(h) If any guarantor of the Guaranty secured hereby fails to perform any of his or its obligations under his or its guaranty agreement when and as called for thereunder.

(i) There shall in Lender's opinion, reasonably arrived at, be any change in applicable law which would materially adversely affect Lender's security unless: (i) if the adverse affect of such change can be remediated, Guarantor within thirty days of such change commences, and thereafter diligently and continuously pursues the remedy thereof to completion and (ii) if and so long as such change reduces the value of the Trust Property, Guarantor delivers additional collateral satisfactory to Lender and of a value at least equal to such difference.

6.3 Rights of Lender upon Event of Default. So long as any Event of Default shall exist, then Lender, in addition to, and not in limitation of, any and all other rights or remedies available to it by law or by any other provision of any of the instruments given to secure the Guaranty, shall have the right, without notice:

(a) To enter upon and take possession of the Trust Property or any part thereof, and to perform any acts Lender shall deem necessary or proper to conserve the Trust Property (including, without limitation, the making of repairs, replacements and alterations), to manage and operate the Trust Property, to collect and receive all rents, issues and profits from the Trust Property, past due and thereafter accruing, and to exercise all other rights of Guarantor with respect to the Trust Property.

(b) To have a receiver appointed to enter and take possession of the Trust Property or any part thereof and to perform any acts said receiver shall deem necessary or proper to conserve the Trust Property, (including, without limitation, the making of repairs, replacements and alterations), to manage and operate the Trust Property, to collect and receive all rents, issues and profits from the Trust Property, past due and thereafter accruing, and to exercise all other rights of Guarantor with respect to the Trust Property.

(c) [Reserved.]

(d) To sell the Trust Property at public auction in accordance with the terms of subdivision (h) of this Section 6.3, and/or to foreclose this Deed of Trust in any other manner permitted by law.

(e) To obtain judgment and execution for the Indebtedness secured by this Deed of Trust, to the extent not otherwise satisfied.

(f) To institute proceedings for the complete or partial foreclosure of this Deed of Trust in the manner provided by law for the foreclosure of trust deeds on real property and Lender shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

(g) To take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Guaranty or in this Deed of Trust, or in aid of the execution of any power herein granted, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Lender shall elect.

(h) **Power of Sale.** All rights, powers and privileges granted to or conferred upon a beneficiary and trustee under a deed of trust in accordance with the laws of the State of Utah are hereby adopted and incorporated into this Deed of Trust by this reference and in accordance with such rights, powers and privileges:

(i) The Trustee may, and upon the written request of Lender shall, with or without entry, personally or by its agents or attorneys insofar as applicable pursuant to and in accordance with the laws of Utah, cause any or all of the Trust Property to be sold under the power of sale granted by this Deed of Trust or any of the other Loan Documents in any manner permitted by applicable law. For any sale under the power of sale granted by this Deed of Trust, Trustee or Lender must record and give all notices required by law and then, upon the expiration of such time as is required by law, may sell the Trust Property, and all estate, right, title, interest, claim and demand of Guarantor therein, and all rights of redemption thereof; at one or more sales, as an entirety or in parcels, with such elements of real and/or personal property (and, to the extent permitted by applicable law, may elect to deem all of the Trust Property to be real property for purposes thereof), and at such time or place and upon such terms as Trustee and Lender may determine and Trustee shall execute and deliver to the purchaser or purchasers thereof a deed or deeds conveying the property sold, but without any covenant or warranty, express or implied, and the recitals in the deed or deeds of any facts affecting the regularity or validity of a sale will be conclusive against all persons. 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 and security interest on the remaining portion of the Trust Property; or provision of law, the Trustee without further notice or publication, may make such sale at the time and place to which the sale shall be so adjourned;

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

(iii) Upon the completion of any sale or sales made by the Trustee under or by virtue of this subdivision (h), the Trustee 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, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any such sale or sales made under or by virtue of this Deed of Trust, 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 the Guarantor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against the Guarantor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under the Guarantor.

(iv) In the event of any sale made under or by virtue of this Section 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 principal of and interest on the Guaranty and all accrued interest on the Guaranty, and all other sums required to be paid by the Guarantor pursuant to this Deed of Trust, to be paid in accordance with the provisions of the Guaranty, shall be due and payable, anything in the Guaranty or in this Deed of Trust to the contrary notwithstanding.

(v) Trustee and Lender shall have the right to apply the purchase money proceeds or avails of any sale made under or by virtue of this subdivision (h), together with any other sums which then may be held by the Trustee or Lender under this Deed of Trust whether under the provisions of this subdivision or otherwise:

To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, Lender's agents and Trustee's and Lender's counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by the Trustee or Lender under this Deed of Trust together with interest at the rate of 26% per annum,

compounded monthly;

To the payment of the amounts evidenced by the Guaranty and in the order as is set forth in the Guaranty, including without limitation the payment of Lender's attorney's fees incurred to be paid by Guarantor pursuant to the provisions of this Deed of Trust;

To the payment of any other sums required to be paid by the Guarantor pursuant to any provisions of this Deed of Trust or of the Guaranty.

The surplus, if any, after payment of the above items, shall be paid to whomsoever may be lawfully entitled to receive the same. Trustee or Lender may, at their option, deposit any such surplus in court and allow the court to determine the proper distribution thereof

(vi) Upon any sale made under or by virtue of this Deed of Trust, whether made under the power of sale herein granted or granted in accordance with the laws of the state in which the Trust Property is located or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Lender 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 of the Guarantor secured by this Deed of Trust the net sales price after deducting therefrom the expenses of the sale and the cost of the action and any other sums which Lender is authorized to deduct under this Deed of Trust. Lender upon so acquiring the Trust Property, or any part thereof shall be entitled to hold, lease, rent, operate, manage and sell the same in any manner provided by applicable laws.

6.4 Additional Rights of Lender Upon Event of Default/Guarantor's liability for Costs.

(a) If Lender shall exercise any of its rights described in Section 6.3, the expenses (including, without limitation, receiver's fees and reasonable counsel fees) incurred pursuant to the powers herein contained shall be secured hereby. Lender shall apply such rents, issues and profits as shall be received by it first to the payment of all costs and expenses incurred and thereafter to the indebtedness secured hereby in such order of priority as Lender, in its sole discretion shall determine; and the exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure, once commenced, nor preclude the later commencement of foreclosure for breach hereof.

(b) Guarantor agrees that all rights of Lender as to personal property security and real estate security may be exercised together or separately and further agrees that, in exercising its power of sale, Lender may sell the personal property security or any part thereof either separately from, or together with, the real estate security or any part thereof; in such order as Lender may, in its discretion, elect, and whether or not the aggregate proceeds thereof exceed the indebtedness secured by this Deed of Trust. At any sale, any combination of or all of the security may be offered for sale for one total price and the proceeds of such sale accounted for in one account without distinguishing between the items of security or assigning to the separate securities proportions of the proceeds; and, in case Lender, in the exercise of the power of sale herein given, elects to sell in parts or parcels, said sales may be held from time to time and the power shall not be fully executed until all of the personal property security and real estate security not previously sold shall have been sold.

(c) The rights and remedies of Lender for any default under any of the instruments given as security for, or in connection with, the Indebtedness secured hereby are not mutually exclusive, and may be exercised successively or concurrently and from time to time for as long as any default exists. The failure of Lender to exercise any such rights in any one or more instances, or the acceptance by Lender of partial payments of amounts in default secured hereby, shall not constitute a waiver of such default, but such right shall remain continuously in force. Acceleration of maturity, once claimed hereby by Lender, may, at its option, be rescinded by written acknowledgment to that effect without waiving the default or any rights, including the right to accelerate again, with respect thereto. The tender and acceptance of partial payment of amounts in default after acceleration, or the commencement of any foreclosure action, shall not in any way affect, rescind or terminate such acceleration of maturity or such foreclosure action.

6.5 Exercising Right of Redemption. Guarantor shall have no right of redemption except as expressly required by law. However, in case redemption is had by Guarantor after foreclosure proceedings have begun, Lender shall be entitled to collect all costs, charges and expenses incurred up to the time of redemption; and, in case of foreclosure sale, Lender shall be entitled to retain one percent (1%) of the purchase money in addition to the costs, charges and expenses allowed by law. If the debt secured hereby shall not be paid when due, Lender may require thirty days' notice in writing before payment, unless foreclosure proceedings have been begun.

6.6 Amendments/Modifications/Extensions. This Deed of Trust may be amended modified or extended only by agreement in writing of Guarantor and Lender.

6.7 Further Rights of Lender Upon Event of Default. During the continuance of any Event of Default, Lender personally, or by its agents or attorneys, may enter into and upon all or any part of the Trust Property, and each and every part thereof, and is hereby given a right and license and appointed the Guarantor's attorney-in-fact and exclusive agent to do so, and may exclude the Guarantor, its agents and servants wholly therefrom; and having and holding the same, may use, operate, manage and control the Trust Property and conduct the business thereof, either personally or by its superintendents, managers, agents, servants, attorneys or receivers; and upon every such entry, the Lender, at the expense of the Trust Property, from time to time, either by purchase, repairs or construction, may maintain and restore the Trust Property, whereof it shall become possessed as aforesaid, may complete the construction of any of the Improvements and in the course of such completion may make such changes in the contemplated Improvements as it may deem desirable and may insure the same; and likewise, from time to time, at the expense of the Trust Property, the Lender may make all necessary or proper repairs, renewals and replacements and such useful alterations, additions, betterments and improvements thereto and thereon as to it may seem advisable; and in every such case the Lender shall have the right to manage and operate the Trust Property and to carry on the business thereof and exercise all rights and powers of Guarantor with respect thereto either in the name of Guarantor or otherwise as it shall deem best; and Lender shall be entitled to collect and receive the Rents and every part thereof, all of which shall for all purposes constitute property of Guarantor; and in furtherance of such right Lender may collect the rents payable under all leases of the Premises directly from the lessees thereunder upon notice to each such lessee that an Event of Default exists hereunder accompanied by a demand on such lessee for the payment to Lender of all rents due and to become due under its lease, and Guarantor **FOR THE BENEFIT OF LENDER AND EACH SUCH LESSEE** hereby covenants and agrees that the lessee shall be under no duty to question the accuracy of Lender's statement of default and shall unequivocally be authorized to pay said rents to Lender without regard to the truth of Lender's statement of default and notwithstanding notices from Guarantor disputing the existence of an Event of Default such that the payment of rent by the lessee to Lender pursuant to such a demand shall constitute performance in full of lessee's obligation under the lease for the payment of rents by the lessee to Guarantor.

6.8 Governing Law. Insofar as they relate to the creation and enforcement of a lien against real property and/or fixtures to real property, the provisions of this Deed of Trust shall be governed by, and construed in accordance with the laws of the State of Utah. In all other respects, the provisions hereof shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

6.9 Place of Execution and Performance. Guarantor hereby acknowledges and represents as follows:

(i) Lender is a Massachusetts Limited Partnership created under and utilizing the established and predictable laws of the Commonwealth of Massachusetts.

(ii) Lender's general partner is a Massachusetts corporation created under and utilizing the established and predictable laws of the Commonwealth of Massachusetts.

(iii) Lender and its General Partner are solely domiciled in, have a usual and customary place of business in, and carry out their business in the Commonwealth of Massachusetts.

(iv) Guarantor acknowledges that it solicited the loan subject to this Deed of Trust from Lender in

the Commonwealth of Massachusetts, all Loan Documents were executed in the Commonwealth of Massachusetts, and any and all payments under the Guaranty shall be made to Lender only at the Massachusetts address set forth in the Guaranty.

(v) Guarantor acknowledges that Lender is relying on the above representations in entering into this transaction.

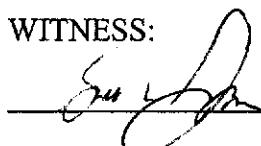
6.10 Bench Trial Only. Guarantor and Lender agree that any suit, action or proceeding, whether claim or counterclaim, brought by Lender on or with respect to this Deed of Trust or any other Loan Document or the dealings of the parties with respect hereto or thereto, shall be tried only by a Court and not by a jury. Lender and Guarantor each hereby knowingly, voluntarily and intentionally waive any right to a trial by jury in any such suit, action or proceeding. Guarantor waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive, consequential or other damages other than, or in addition to, actual damages. Guarantor acknowledges and agrees that this section is a specific and material aspect of this Deed of Trust and that Lender would not extend credit to Guarantor if the waivers set forth in this section were not a part of this Deed of Trust.

6.11 Not a Residence. This Deed of Trust does not cover(s) real property principally improved or to be improved by one or more structures containing in the aggregate not more than six residential dwelling units, each having their own separate cooking facilities.

BK1507 PG1501

IN WITNESS WHEREOF, Guarantor has executed this Deed of Trust under seal as of the day and year first above written.

WITNESS:



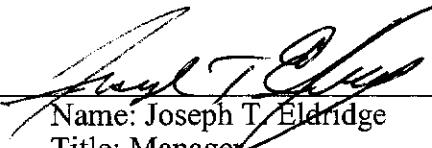
SCOTT M. JAMIESON, Notary Public
My Commission Expires February 17, 2006

GUARANTOR:

GLOBAL RANCH HOLDINGS, LLC

By: GLOBAL RANCH MANAGEMENT, LLC
its Sole Manager

By:



Name: Joseph T. Eldridge
Title: Manager

BK1507 PG1502

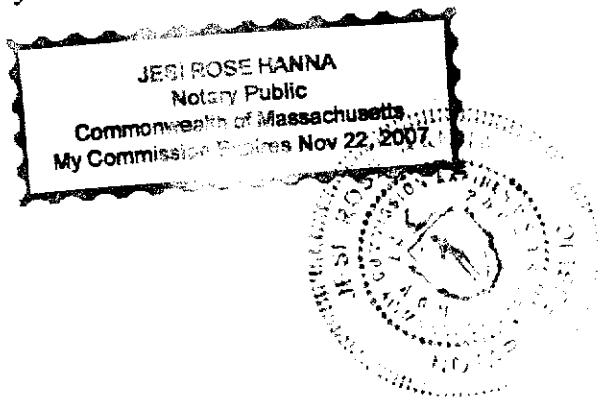
THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

January 28, 2003

Then personally appeared the above named Joseph T. Eldridge, as aforesaid, and acknowledged the foregoing instrument to be his free act and deed, both individually and as such Manager of Global Ranch Management, LLC, before me.

Jesi Rose Hanna
Notary Public



BK1507 PG1503

SCHEDULE A

(PROPERTY DESCRIPTION)

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in Summit County, Utah described as follows:

BK1507 PG1504

(Legal Description)

File No. F-S7131

PARCEL 1:

BEGINNING at the Northwest corner of Section 16, Township 2 South, Range 6 East, Salt Lake Base and Meridian and running thence South 00°15'42" East 592.16 feet along the Section line; thence North 89°44'18" East 50.06 feet to the Northwest corner of that certain parcel recorded July 9, 1963 as Entry No. 97082 in Book X at Page 225 of said records; thence along the boundaries of said parcel, South 36°29'32" East 50.00 feet and South 00°03'32" East 50.00 feet to an existing fence line; thence South 37°17'39" East 827.76 feet along said fence line to a corner therein; thence South 89°50'07" East 537.60 feet continuing along said fence line to a point on the West line of the Weber-Provo Diversion Canal right of way, said point being on a curve to the left having a radius of 766.80 feet; thence Southwesterly 11.38 feet along the arc of said curve having a chord bearing South 63°23'04" West 11.38 feet to a point on the South line of the North half of the Northwest Quarter (N 1/2 NW 1/4) of said Section 16; thence South 89°47'56" East 1536.79 feet along said South line to the Southwest corner of the North half of the Northeast Quarter (N 1/2 NE 1/4) of said Section 16; thence South 89°23'00" East 2639.96 feet along the South line of the said (N 1/2 NE 1/4) to the Southeast corner thereof; thence North 00°53'40" East 1322.65 feet along the East line of the said (N 1/2 NE 1/4) to the Northeast corner of said Section 16 and the Southeast corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian; thence North 00°36'41" East 2686.05 feet to the East one-quarter corner of said Section 9; thence North 89°24'40" West 2693.50 feet to the Center of said Section 9; thence South 00°16'22" East 247.53 feet along the North-South center line of said Section 9 to the South line of the North 15 rods of the Southwest Quarter of said Section 9; thence North 89°24'40" West 2651.74 feet along said South line to the West line of said Section 9; thence South 00°09'00" East 2434.71 feet along said West line to the point of beginning.

EXCEPTING THEREFROM the following:

A strip of land 120 feet wide and included between two lines extended to the property lines, and everywhere distant sixty feet on the left or East side and sixty feet on the right or West side of the following described center line of what is known as the Weber-Provo Diversion Canal, measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 230+86.3 of said center line, a point on the North line of the South half of the Northwest Quarter (S 1/2 NW 1/4) of Section Nine (9), Township Two (2) South, Range Six (6) East, Salt Lake Base & Meridian, which point bears North 22°54' East Thirteen Hundred Seventy-five and Four-tenths (1375.4) feet and running thence South 16°13' East Five Hundred Sixty-nine and Two-tenths (569.2) feet, thence along a regular curve to the left with a radius of 478.3 feet and a distance of Two Hundred Two and One-tenth (202.1) feet when measured on one hundred foot chords, thence South 40°28' East One Hundred Eighty-three and Nine-tenths (183.9) feet, thence along a regular curve to the right with a radius of 240.5 feet and a distance of One Hundred Forty-one and Five-tenths (141.5) feet when measured on one hundred foot chords, thence South 6°31' East Two Hundred Ninety-seven and Five-tenths (297.5) feet, thence along a regular curve to the right with a radius of 206.7 feet and a distance of 108.4 feet when measured on one hundred foot chords, thence South 23°50' West Two Hundred Fifty-five and Nine-tenths (255.9) feet to Station 248 44.8 of said center line, which point is North 4°22' West Twenty-four Hundred Ninety and Four-tenths (2490.4) feet from the South quarter corner of said Section Nine (9).

ALSO EXCEPTING,

BK1507 PG1505

A tract of land situated in the East half of the Southwest quarter of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, and more particularly described as follows:

A strip of land 30 feet wide and included between two lines extended to lines at right angles to the canal center line at Station 250 + 53.8 on the north and Station 266+00 on the South, and everywhere distant 50 feet and 80 feet, respectively, on the left or East side of that portion of the following described center line of the Weber-Provo Diversion Canal between Station 250+53.8 and Station 268+00, measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 250 + 53.8 of said center line, which point is North 7°02' West 2315.0 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, thence South 39°41' West 466.3 feet, thence along a regular curve to the left with a radius of 206.7 feet and a distance of 89.0 feet, thence South 14°46' West 168.7 feet, thence along a regular curve to the left with a radius of 287.9 feet and a distance of 44.5 feet, thence South 5°52' West 65.7 feet, thence along a regular curve to the left with a radius of 1432.7 feet and a distance of 215.0 feet, thence South 2°44' East 261.0 feet, thence along a regular curve to the left with a radius of 716.8 feet and a distance of 154.8 feet, thence South 15°07' East 281.2 feet to Station 268+00 of said center line, which point is North 39°58' West, 896.6 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian,

ALSO EXCEPTING,

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 16, Township 2 South, Range 6 East, Salt Lake Base and Meridian and more particularly described as follows:

A strip of land 20 feet wide and included between two lines extended to lines at right angles to the canal center line at Station 278+00 on the North and Station 283+70.7 on the South, and everywhere distant 50 feet and 70 feet, respectively on the left or East side of that portion of the following described center line of the Weber-Provo Diversion Canal between Station 278+00 and 283+70.7 measured at right angles and/or radially thereto; said center line is more particularly described as follows:

Beginning at Station 278+00 of said center line which point is South 64°52' West 665.6 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian, thence South 22°26' West 205.4 feet, thence along a regular curve to the left with a radius of 716.8 feet and a distance of 179.6 feet, thence South 8°03' West 170.3 feet, thence along a regular curve to the right with a radius of 206.7 feet and a distance of 15.2 feet to Station 283+70.7 of said center line which point is South 42°29' West, 1130.4 feet from the South quarter corner of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian,

ALSO EXCEPTING,

Any portion of the above described property lying within the bounds of State Highways County Roads and/or City Streets.

PARCEL 2:

The South half of the South half of Section 10, Township 2 South, Range 6 East, Salt Lake Base and Meridian.

PARCEL 3:

Together with an easement and right of way for a road along the East line of the Northeast quarter of Section 9, Township 2 South, Range 6 East, Salt Lake Base and Meridian as granted in that certain Warranty Deed recorded February 6, 1991 as Entry No. 336248 in Book 595 at Page 489.

Tax parcel nos. KT-251, CD-523, CD-530, CD-534

BK1507 PG1506

SCHEDULE B

MODIFICATIONS TO DEED OF TRUST AND SECURITY AGREEMENT

None

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