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Jeffery Smith
Utah County Recorder
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**RECORDING REQUESTED BY,
AND AFTER RECORDING, RETURN TO:**

Michael D. Burstein
MUCH SHELIST
191 North Wacker Drive
Suite 1800
Chicago, Illinois 60606.1615

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

ST #463774

Tax ID No. 47-152-0003

BY

**582 WEST PACIFIC DRIVE AMERICAN FORK LLC,
AN ILLINOIS LIMITED LIABILITY COMPANY, AS TRUSTOR,**

**TO STEWART TITLE INSURANCE AGENCY OF UTAH, INC.,
AS THE TRUSTEE,**

FOR THE BENEFIT OF

**WINTRUST BANK,
AN ILLINOIS BANKING CORPORATION,
AS BENEFICIARY**

THIS INSTRUMENT CONSTITUTES A FIXTURE FILING AND IS TO BE INDEXED IN THE REAL PROPERTY RECORDS.

ATTENTION COUNTY RECORDER: THIS INSTRUMENT IS INTENDED TO BE EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING PURSUANT TO SECTION 70A-9a-501 OF THE UTAH UNIFORM COMMERCIAL CODE. PORTIONS OF THE GOODS COMPOSING A PART OF THE REAL ESTATE PROPERTY ARE OR ARE TO BECOME FIXTURES RELATED TO THE REAL ESTATE DESCRIBED IN EXHIBIT "A" HERETO. THIS INSTRUMENT IS TO BE FILED FOR RECORD IN THE RECORDS OF THE COUNTY WHERE DEEDS OF TRUST ON REAL PROPERTY ARE RECORDED AND SHOULD BE INDEXED AS BOTH A DEED OF TRUST AND AS A FINANCING STATEMENT COVERING FIXTURES. THE ADDRESSES OF TRUSTOR (DEBTOR) AND BENEFICIARY (SECURED PARTY) ARE SPECIFIED IN PARAGRAPH 23 OF THIS INSTRUMENT.

NOTICE: SOME OF THE OBLIGATIONS SECURED HEREBY PROVIDE FOR PERIODIC INCREASES AND/OR DECREASES IN THE APPLICABLE INTEREST RATE.

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

This **REVOLVING DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING** (this “*Deed of Trust*”) is dated as of August 1, 2019, and is executed by **582 WEST PACIFIC DRIVE AMERICAN FORK LLC**, an Illinois limited liability company (the “*Trustor*”), to **STEWART TITLE INSURANCE AGENCY OF UTAH, INC.** (the “*the Trustee*”), for the use and benefit of **WINTRUST BANK**, an Illinois banking corporation (together with its successors and assigns, the “*Beneficiary*”).

RECITALS:

A. Pursuant to that certain Credit Agreement (as amended, modified, restated, or replaced from time to time, the “*Credit Agreement*”; any capitalized word or phrase not otherwise defined in this Deed of Trust has the meaning ascribed to such word or phrase in the Credit Agreement) dated as of August 1, 2019 (the “*Effective Date*”), by and among **FUNDAMENTAL REIP FUND I LP**, a Delaware limited partnership (the “*Borrower*”), the Qualifying Subsidiaries that are and may become parties to the Credit Agreement (the Borrower and such Qualifying Subsidiaries are each referred to in this Deed of Trust as a “*Loan Party*” and collectively as the “*Loan Parties*”), and the Beneficiary, the Beneficiary has established a revolving line of credit in favor of the Loan Parties in the maximum principal amount of **FIFTEEN MILLION AND No/100 DOLLARS** (\$15,000,000.00) (the “*Loan*”). The Loan is evidenced by that certain promissory note dated the Effective Date (as the same may be amended, modified, replaced or restated from time to time, the “*Note*”), executed by the Borrower, made payable to the order of the Beneficiary in the maximum principal amount of the Loan, and due on January 31, 2022 (the “*Maturity Date*”), except as may be accelerated pursuant to the terms of this Deed of Trust, the Note, the Credit Agreement, or any other document or instrument now or after the date of this Deed of Trust given to evidence or secure the payment of the Note or delivered to induce the Beneficiary to disburse the proceeds of the Loan (the Note and the Credit Agreement, together with such other documents, as amended, restated or replaced from time to time, are collectively referred to in this Deed of Trust as the “*Loan Documents*”). The Credit Agreement provides that the applicable rate at which interest accrues upon the outstanding principal balance of the Loan may increase or decrease from time to time.

B. In order for the Trustor to receive a portion of the proceeds of the Loan to finance or refinance its acquisition of the Premises (as defined below), the Trustor, the Borrower, and the Beneficiary have executed a Joinder Agreement dated as of even date with this Deed of Trust (the “*Joinder Agreement*”) pursuant to which the Trustor has joined in the execution and delivery of each and every Loan Document. The Borrower is the sole member of the Trustor.

C. In accordance with Section 3.1 of the Credit Agreement, the Trustor must execute and deliver this Deed of Trust to the Beneficiary as a condition precedent to the Beneficiary disbursing a portion of the proceeds of the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Trustor agrees as follows:

AGREEMENTS:

The Trustor **GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS, ASSIGNS, MORTGAGES, WARRANTS, AND SETS OVER** to the Trustee for the benefit of the Beneficiary and its successors and assigns, and grants to the Beneficiary a security interest in, the following described property, rights, and interests (collectively referred to in this Deed of Trust as the **"Premises"**), all of which property, rights, and interests are granted and pledged primarily and on a parity with the Real Estate (as defined below) and not secondarily:

- (a) the real estate located in the County of Utah, State of Utah, and legally described on **Exhibit "A"** attached to and made a part of this Deed of Trust (the **"Real Estate"**);
- (b) all improvements of every nature whatsoever now or hereafter situated on the Real Estate, and all fixtures and personal property of every nature whatsoever now or after the date of this Deed of Trust owned by the Trustor and located on, or used in connection with, the Real Estate or the improvements on the Real Estate, or in connection with any construction on the Real Estate, including all extensions, additions, improvements, betterments, renewals, substitutions, and replacements to any of the foregoing and all of the right, title, and interest of the Trustor in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by the Trustor or on its behalf (the **"Improvements"**);
- (c) all easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, mineral rights, air rights, development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way now or after the date of this Deed of Trust belonging, relating, or appertaining to the Real Estate, and the reversions, remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, possession, claim, and demand whatsoever, at law as well as in equity, of the Trustor of, in and to the same;
- (d) all rents, revenues, issues, profits, proceeds, income, royalties, Letter of Credit Rights (as defined in the Uniform Commercial Code of the State of Utah (the **"Code"**) in effect from time to time), escrows, security deposits, impounds, reserves, tax refunds, and other rights to monies from the Premises and/or the businesses and operations conducted by the Trustor thereon, to be applied against the Indebtedness (as defined below), all of which the Trustor absolutely and unconditionally assigns to the Beneficiary; provided, however, that the Trustor, so long as no Event of Default (as defined below) has occurred and remains continuing under this Deed of Trust, may collect rent as it becomes due, but not more than one (1) month in advance thereof;
- (e) all interest of the Trustor in all leases now or hereafter on the Premises, whether written or oral (each, a **"Lease"**, and collectively, the **"Leases"**), together with all

security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to the Trustor to collect the rentals under any such Lease;

(f) all fixtures and articles of personal property now or hereafter owned by the Trustor and forming a part of or used in connection with the Real Estate or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Premises, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or will be attached to the Real Estate or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by the Trustor and placed on the Real Estate or the Improvements, so far as permitted by law, are deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Deed of Trust and are appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code), this instrument constitutes a security agreement, creating a security interest in such goods, as collateral, in the Beneficiary, as a Secured Party, and the Trustor, as Debtor, all in accordance with the Code;

(g) all of the Trustor's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Premises, including, without limitation, all of the Trustor's right, title, and interest in and to: (i) all agreements, licenses, permits, and contracts to which the Trustor is or may become a party and which relate to the Premises; (ii) all obligations and indebtedness owed to the Trustor thereunder; (iii) all intellectual property related to the Premises; and (iv) all choses in action and causes of action relating to the Premises;

(h) all of the Trustor's accounts now owned or hereafter created or acquired as relate to the Premises and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by the Trustor: (i) Accounts (as defined in the Code), contract rights, health-care insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to the Trustor arising from the sale, lease, or exchange of goods or other property and/or the performance of services; (ii) the Trustor's rights in, to, and under all purchase orders for goods, services, or other property; (iii) the Trustor's rights to any goods, services, or other property represented by any of the foregoing; (iv) monies due or to become due to the Trustor under all contracts for the sale, lease, or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of the Trustor); (v) Securities, Investment Property, Financial Assets, and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing

and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits, and licenses in favor of the Trustor with respect to the Premises; and

(i) all proceeds of the foregoing, including, without limitation, all judgments, awards of damages, and settlements hereafter made resulting from condemnation proceeds or the taking of the Premises or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance maintained with respect to the Premises or proceeds of any sale, option, or contract to sell the Premises or any portion thereof.

TO HAVE AND TO HOLD the Premises, unto the Trustee, and its successors and substitutes in this trust and to its and their successors and assigns, in trust, **WITH POWER OF SALE AND THE RIGHT OF RE-ENTRY AND POSSESSION**, for the benefit of the Beneficiary and its successors and assigns, upon the terms, provisions and conditions herein set forth.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, LIBOR breakage charges (including any costs described in Section 2.3 of the Credit Agreement), prepayment premium, if any, exit fee, if any, interest rate swap or hedge expenses (if any), reimbursement obligations, fees, and expenses for letters of credit issued by the Beneficiary for the benefit of any Loan Party, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals, or refinancings of any of the foregoing; (ii) the obligations and liabilities of any Loan Party to the Beneficiary or any Affiliate (as defined in the Credit Agreement) of the Beneficiary under and pursuant to any interest rate, currency, or commodity swap agreement, cap agreement, or collar agreement executed by and between a Loan Party and the Beneficiary or such Loan Party in connection with the Loan from time to time (collectively, "**Interest Rate Agreements**"), (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties, and other liabilities and obligations of the Loan Parties or any other obligor to or benefiting the Beneficiary which are evidenced or secured by or otherwise provided in the Note, this Deed of Trust, or any of the other Loan Documents except for the obligations of the Trustor and the Borrower under that certain Environmental Indemnity Agreement dated as of even date herewith (the "**Indemnity**"), which obligations, notwithstanding anything to the contrary in this Deed of Trust, are not and will not be secured by this Deed of Trust; and (iv) the reimbursement to the Beneficiary of any and all sums incurred, expended, or advanced by the Beneficiary pursuant to any term or provision of or constituting additional indebtedness under or secured by this Deed of Trust, any of the other Loan Documents, or any Interest Rate Agreements or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the "**Indebtedness**").

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. TITLE. The Trustor represents, warrants and covenants that (a) the Trustor is the holder of the fee simple title to the Premises, free and clear of all liens and encumbrances, except those liens and encumbrances in favor of the Beneficiary and as otherwise described on **Exhibit**

"B" attached hereto and made a part of this Deed of Trust (the "**Permitted Exceptions**"); and (b) the Trustor has legal power and authority to mortgage and convey the Premises.

2. MAINTENANCE, REPAIR, RESTORATION, PRIOR LIENS, PARKING. The Trustor covenants that, so long as any portion of the Indebtedness remains unpaid, the Trustor will:

(a) promptly repair, restore, or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed to a condition substantially similar to the condition immediately prior to such damage or destruction, whether or not proceeds of insurance are available or sufficient for the purpose;

(b) keep the Premises in good condition and repair, without waste, and free from mechanics', materialmen's, or like liens or claims or other liens or claims for lien (subject to the Trustor's right to contest liens as permitted by the terms of **Section 24** of this Deed of Trust);

(c) pay when due the Indebtedness in accordance with the terms of the Note and the other Loan Documents and duly perform and observe all of the terms, covenants, and conditions to be observed and performed by the Trustor under the Note, this Deed of Trust, and the other Loan Documents;

(d) pay when due any indebtedness which may be secured by a permitted lien or charge on the Premises on a parity with, superior to, or inferior to the lien of this Deed of Trust, and upon request exhibit satisfactory evidence of the discharge of such lien to the Beneficiary (subject to the Trustor's right to contest liens as permitted by the terms of **Section 24** of this Deed of Trust);

(e) complete within a reasonable time any Improvements now or at any time in the process of erection upon the Premises, to the extent permitted hereby;

(f) comply with all requirements of law, municipal ordinances, or restrictions and covenants of record with respect to the Premises and the use thereof;

(g) obtain and maintain in full force and effect, and abide by and satisfy the material terms and conditions of, all material permits, licenses, registrations, and other authorizations with or granted by any governmental authorities that may be required from time to time with respect to the performance of its obligations under this Deed of Trust;

(h) make no material alterations in the Premises or demolish any portion of the Premises without the Beneficiary's prior written consent, except as required by law or municipal ordinance;

(i) not commence the erection of any Improvements upon the Premises without the Beneficiary's prior written consent;

(j) suffer or permit no change in the use or general nature of the occupancy of the Premises, without the Beneficiary's prior written consent;

- (k) pay when due all operating costs of the Premises;
- (l) not initiate or acquiesce in any zoning reclassification with respect to the Premises, without the Beneficiary's prior written consent;
- (m) provide and thereafter maintain adequate parking areas within the Premises as may be required by law, ordinance, or regulation (whichever may be greater), together with any sidewalks, aisles, streets, driveways, and sidewalk cuts and sufficient paved areas for ingress, egress, and right-of-way to and from the adjacent public thoroughfares necessary or desirable for the use thereof;
- (n) comply, and cause the Premises at all times to be operated in compliance, with all applicable federal, state, local, and municipal environmental, health, and safety laws, statutes, ordinances, rules, and regulations; and
- (o) without limiting the generality of subsection (n) above, (i) ensure, and cause each of its subsidiaries to ensure, that no person who owns twenty percent (20.00%) or more of the equity interests in the Trustor, or otherwise controls the Trustor or any of its subsidiaries is or becomes listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the Office of Foreign Assets Control ("OFAC"), the Department of the Treasury or included in any Executive Orders, (ii) not use or permit the use of the proceeds of the Loan to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and (iii) comply, and cause each of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

3. PAYMENT OF TAXES AND ASSESSMENTS. The Trustor will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever (all herein generally called "**Taxes**"), whether or not assessed against the Trustor, if applicable to the Premises or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby, subject to the Trustor's right to contest the same, as provided by the terms of this Deed of Trust; and the Trustor will, upon written request, furnish to the Beneficiary duplicate receipts therefor within ten (10) days after the Beneficiary's request.

4. TAX DEPOSITS. At the Beneficiary's option, the Trustor must deposit with the Beneficiary, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfthth (1/12th) of one hundred five percent (105.00%) of the most recent ascertainable annual Taxes on the Premises. If requested by the Beneficiary, the Trustor must also deposit with the Beneficiary an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, is sufficient to pay in full such installment of annual Taxes, as estimated by the Beneficiary. Such deposits are to be held without any allowance of interest and are to be used for the payment of Taxes next due and payable when they become due. So long as no Event of Default has occurred and is continuing, the Beneficiary will, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from the Trustor) or will release sufficient

funds to the Trustor for the payment thereof. If the funds so deposited are insufficient to pay any such Taxes for any year (or installments thereof, as applicable) when the same become due and payable, the Trustor must, within ten (10) days after receipt of written demand therefor, deposit additional funds as may be necessary to pay such Taxes in full. If the funds so deposited exceed the amount required to pay such Taxes for any year, the excess will be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of the Beneficiary. The Beneficiary, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement, or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement, or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien, or title or claim thereof.

5. BENEFICIARY'S INTEREST IN AND USE OF DEPOSITS. Upon an Event of Default, the Beneficiary may, at its option, apply any monies at the time on deposit pursuant to **Section 4** of this Deed of Trust to cure an Event of Default or to pay any of the Indebtedness in such order and manner as the Beneficiary may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, the Trustor must immediately, upon demand by the Beneficiary, deposit with the Beneficiary an amount equal to the amount expended by the Beneficiary from the deposits. When the Indebtedness has been fully paid, any remaining deposits will be returned to the Trustor. Such deposits are pledged as additional security for the Indebtedness and will not be subject to the direction or control of the Trustor. The Beneficiary will not be liable for any failure to apply to the payment of Taxes any amount so deposited unless the Trustor, prior to an Event of Default, has requested the Beneficiary in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. The Beneficiary will not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

6. INSURANCE.

(a) The Trustor must at all times keep all buildings, improvements, fixtures, and articles of personal property now or hereafter situated on the Premises insured against loss or damage by fire and such other hazards as may reasonably be required by the Beneficiary, in accordance with the terms, coverages, and provisions described on **Exhibit "C"** attached to and made a part of this Deed of Trust, and such other insurance as the Beneficiary may from time to time reasonably require. Unless the Trustor provides the Beneficiary evidence of the insurance coverages required under this Deed of Trust, the Beneficiary may purchase insurance at the Trustor's expense to cover the Beneficiary's interest in the Premises. The insurance may, but need not, protect the Trustor's interest. The coverages that the Beneficiary purchases may not pay any claim that the Trustor makes or any claim that is made against the Trustor in connection with the Premises. The Trustor may later cancel any insurance purchased by the Beneficiary, but only after providing the Beneficiary with evidence that the Trustor has obtained insurance as required by this Deed of Trust. If the Beneficiary purchases insurance for the Premises, the Trustor will be responsible for the costs of such insurance, including, without limitation, interest and any other charges which the Beneficiary may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Indebtedness. The cost of the insurance may be more than the cost of insurance the Trustor may be able to obtain on its own.

(b) The Trustor must not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained under this Deed of Trust unless the Beneficiary is included thereon as the loss payee or an additional insured as applicable, under a standard mortgage clause acceptable to the Beneficiary and such separate insurance is otherwise acceptable to the Beneficiary.

(c) In the event of loss, the Trustor must give prompt notice thereof to the Beneficiary, who, if such loss exceeds the lesser of ten percent (10.00%) of the Indebtedness or **ONE HUNDRED THOUSAND AND NO/100 DOLLARS** (\$100,000.00) (the "**Threshold**"), will have the sole and absolute right to make proof of loss. If such loss exceeds the Threshold or if such loss is equal to or less than the Threshold and the conditions set forth in clauses (i), (ii), (iii), and (iv) of the immediately succeeding sentence are not satisfied, then the Beneficiary, solely and directly will receive such payment for loss from each insurance company concerned. If and only if (i) such loss is equal to or less than the Threshold, (ii) no Event of Default or event that with the passage of time, the giving of notice or both would constitute an Event of Default then exists, (iii) the Beneficiary determines that the work required to complete the repair or restoration of the Premises necessitated by such loss can be completed no later than six (6) months prior to the Maturity Date, and (iv) the total of the insurance proceeds and such additional amounts placed on deposit with the Beneficiary by the Trustor for the specific purpose of rebuilding or restoring the Improvements equals or exceeds, in the sole and absolute discretion of the Beneficiary, the reasonable costs of such rebuilding or restoration, then the Beneficiary will endorse to the Trustor any such payment and the Trustor may collect such payment directly. The Beneficiary will have the right, at its option and in its sole discretion, to apply any insurance proceeds received by the Beneficiary pursuant to the terms of this **Section 6**, after the payment of all of the Beneficiary's expenses, either (A) on account of the Indebtedness, irrespective of whether such principal balance is then due and payable, whereupon the Beneficiary may declare the whole of the balance of Indebtedness plus any costs described in Section 2.3 of the Credit Agreement to be due and payable, or (B) to the restoration or repair of the property damaged as provided in subsection (d) below; provided, however, that the Beneficiary hereby agrees to permit the application of such proceeds to the restoration or repair of the damaged property, subject to the provisions of subsection (d) below, if (x) the Beneficiary has received satisfactory evidence that such restoration or repair will be completed no later than the date that is six (6) months prior to the Maturity Date, and (y) no Event of Default, or event that with the passage of time, the giving of notice, or both would constitute an Event of Default, then exists. If insurance proceeds are made available to the Trustor by the Beneficiary as hereinafter provided, the Trustor must repair, restore, or rebuild the damaged or destroyed portion of the Premises so that the condition and value of the Premises are substantially the same as the condition and value of the Premises prior to being damaged or destroyed. Any insurance proceeds applied on account of the unpaid principal balance of the Note will be subject to the costs described in Section 2.3 of the Credit Agreement. In the event of foreclosure of this Deed of Trust, all right, title, and interest of the Trustor in and to any insurance policies then in force will pass to the purchaser at the foreclosure sale.

(d) If insurance proceeds are made available by the Beneficiary to the Trustor, the Trustor must comply with the following conditions:

(i) Before commencing to repair, restore, or rebuild following damage to, or destruction of, all or a portion of the Premises, whether by fire or other casualty, the Trustor must obtain from the Beneficiary its approval of all site and building plans and specifications pertaining to such repair, restoration, or rebuilding.

(ii) Prior to each payment or application of any insurance proceeds to the repair or restoration of the improvements upon the Premises to the extent permitted in subsection (c) above (which payment or application may be made, at the Beneficiary's option, through an escrow, the terms and conditions of which are satisfactory to the Beneficiary and the cost of which is to be borne by the Trustor), the Beneficiary must be satisfied as to the following:

(A) no Event of Default or any event which, with the passage of time or giving of notice would constitute an Event of Default, has occurred;

(B) either such Improvements have been fully restored, or the expenditure of money as may be received from such insurance proceeds will be sufficient to repair, restore, or rebuild the Premises, free and clear of all liens, claims, and encumbrances, except the lien of this Deed of Trust and the Permitted Exceptions, or, if such insurance proceeds will be insufficient to repair, restore, and rebuild the Premises, the Trustor has deposited with the Beneficiary such amount of money which, together with the insurance proceeds will be sufficient to restore, repair and rebuild the Premises; and

(C) prior to each disbursement of any such proceeds, the Beneficiary must be furnished with a statement of the Beneficiary's architect (the cost of which must be borne by the Trustor), certifying the extent of the repair and restoration completed to the date thereof, and that such repairs, restoration, and rebuilding have been performed to date in conformity with the plans and specifications approved by the Beneficiary and with all statutes, regulations, or ordinances (including building and zoning ordinances) affecting the Premises; and the Beneficiary must be furnished with appropriate evidence of payment for labor or materials furnished to the Premises, and total or partial lien waivers substantiating such payments.

(iii) If the Trustor fails to restore, repair, or rebuild the Improvements within a time deemed satisfactory by the Beneficiary, then the Beneficiary, at its option, may (A) commence and perform all necessary acts to restore, repair, or rebuild the said Improvements for or on behalf of the Trustor, or (B) declare an Event of Default. If insurance proceeds exceed the amount necessary to complete the repair, restoration, or rebuilding of the Improvements, such excess will be applied on account of the Indebtedness irrespective of whether such Indebtedness is then due and payable without payment of any premium or penalty.

7. CONDEMNATION. If all or any part of the Premises are damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of

the right of eminent domain, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the remaining unpaid Indebtedness, is hereby assigned to the Beneficiary, who is empowered to collect and receive the same and to give proper receipts therefor in the name of the Trustor and the same must be paid forthwith to the Beneficiary. Such award or monies will be applied on account of the Indebtedness, irrespective of whether such Indebtedness is then due and payable and, at any time from and after the taking the Beneficiary may declare the whole of the balance of the Indebtedness plus any costs described in Section 2.3 of the Credit Agreement to be due and payable. Notwithstanding the provisions of this **Section 7** to the contrary, if any condemnation or taking of less than the entire Premises occurs and provided that no Event of Default and no event or circumstance which with the passage of time, the giving of notice, or both would constitute an Event of Default then exists, and if such partial condemnation, in the reasonable discretion of the Beneficiary, has no material adverse effect on the operation or value of the Premises, then the award or payment for such taking or consideration for damages resulting therefrom may be collected and received by the Trustor, and the Beneficiary hereby agrees that in such event it will not declare the Indebtedness to be due and payable, if it is not otherwise then due and payable. The Trustor waives all rights of a property owner under the provisions of any applicable law providing for the allocation of condemnation proceeds between a property owner and a lienholder.

8. STAMP TAX. If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over the Trustor, any tax is due or becomes due in respect of the execution and delivery of this Deed of Trust, the Note, or any of the other Loan Documents, the Trustor must pay such tax in the manner required by any such law. The Trustor further agrees to reimburse the Beneficiary for any sums which the Beneficiary may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, the Trustor will not be required to pay any income or franchise taxes of the Beneficiary.

9. LEASE ASSIGNMENT. The Trustor acknowledges that, concurrently herewith, the Trustor has executed and delivered to the Beneficiary, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "**Assignment**") pursuant to which the Trustor has assigned to the Beneficiary interests in the Leases of the Premises and the rents and income from the Premises. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Deed of Trust. The Trustor agrees to abide by all of the provisions of the Assignment.

10. EFFECT OF EXTENSIONS OF TIME AND OTHER CHANGES. If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Premises or having an interest in the Trustor, will be held to assent to such extension, variation, release, or change and their liability and the lien and all of the provisions of this Deed of Trust will continue in full force, any right of recourse against all such persons being expressly reserved by the Beneficiary, notwithstanding such extension, variation, release, or change.

11. EFFECT OF CHANGES IN LAWS REGARDING TAXATION. If any law is enacted after the date of this Deed of Trust requiring (a) the deduction of any lien on the Premises from the value thereof for the purpose of taxation, (b) the imposition upon the Beneficiary of the payment of the whole or any part of the Taxes, charges, or liens herein required to be paid by the Trustor, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or the Beneficiary's interest in the Premises, or the manner of collection of taxes, so as to affect this Deed of Trust or the Indebtedness or the holders thereof, then the Trustor, upon demand by the Beneficiary, must pay such Taxes or charges to the extent such Taxes or charges relate to this Deed of Trust, or reimburse the Beneficiary therefor; provided, however, that the Trustor will not be deemed to be required to pay any income or franchise taxes of the Beneficiary. Notwithstanding the foregoing, if in the opinion of counsel for the Beneficiary it is or may be unlawful to require the Trustor to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then the Beneficiary may declare all of the Indebtedness to be immediately due and payable.

12. BENEFICIARY'S PERFORMANCE OF DEFAULTED ACTS AND EXPENSES INCURRED BY BENEFICIARY. If an Event of Default has occurred, the Beneficiary may, but need not, make any payment or perform any act herein required of the Trustor in any form and manner deemed expedient by the Beneficiary, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or consent to any tax or assessment or cure any default of the Trustor in any Lease of the Premises. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by the Beneficiary in regard to any tax referred to in **Section 8** above or to protect the Premises or the lien of this Deed of Trust, will be so much additional Indebtedness, and will become immediately due and payable by the Trustor to the Beneficiary, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate (as defined in the Credit Agreement). In addition to the foregoing, any costs, expenses, and fees, including reasonable attorneys' fees, incurred by the Beneficiary in connection with (a) sustaining the lien of this Deed of Trust or its priority, (b) protecting or enforcing any of the Beneficiary's rights under this Deed of Trust, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Deed of Trust, any of the other Loan Documents, or the Premises, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense, or participation in any threatened litigation or proceedings affecting the Note, this Deed of Trust, any of the other Loan Documents, or the Premises, will be so much additional Indebtedness, and will become immediately due and payable by the Trustor to the Beneficiary, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this **Section 12** will be immediately due and payable by the Trustor to the Beneficiary, and will be additional Indebtedness evidenced by the Note and secured by this Deed of Trust. The Beneficiary's failure to act will never be considered as a waiver of any right accruing to the Beneficiary on account of any Event of Default. Should any amount paid out or advanced by the Beneficiary under this Deed of Trust, or pursuant to any agreement executed by the Trustor in connection with the Loan, be used directly or indirectly to pay off, discharge, or satisfy, in whole or in part, any lien or encumbrance upon

the Premises or any part thereof, then the Beneficiary will be subrogated to any and all rights, equal or superior titles, liens, and equities, owned or claimed by any owner or holder of said outstanding liens, charges, and indebtedness, regardless of whether said liens, charges, and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

13. SECURITY AGREEMENT. The Trustor and the Beneficiary agree that this Deed of Trust constitutes a Security Agreement within the meaning of the Code with respect to (a) all sums at any time on deposit for the benefit of the Trustor or held by the Beneficiary (whether deposited by or on behalf of the Trustor or anyone else) pursuant to any of the provisions of this Deed of Trust or the other Loan Documents, and (b) any personal property included in the granting clauses of this Deed of Trust, which personal property may not be deemed to be affixed to the Premises or may not constitute a "**Fixture**" (within the meaning of Section 70a-9a-102 (41) of the Code and which property is hereinafter referred to as "**Personal Property**"), and all replacements of, substitutions for, additions to, and the proceeds thereof, and the "**Supporting Obligations**" (as defined in the Code) (all of said Personal Property and the replacements, substitutions, and additions thereto and the proceeds thereof being sometimes hereinafter collectively referred to as "**Collateral**"), and that a security interest in and to the Collateral is hereby granted to the Beneficiary, and the Collateral and all of the Trustor's right, title, and interest therein are hereby assigned to the Beneficiary, all to secure payment of the Indebtedness.

All of the provisions contained in this Deed of Trust pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Premises; and the following provisions of this **Section 13** will not limit the applicability of any other provision of this Deed of Trust but will be in addition thereto:

(a) The Trustor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral and has rights in and the power to transfer the Collateral, subject to no liens, charges, or encumbrances other than the lien of this Deed of Trust, other liens and encumbrances benefiting the Beneficiary and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(b) The Collateral is to be used by the Trustor solely for business purposes.

(c) The Collateral will be kept at the Real Estate and, except for Obsolete Collateral (as defined below), will not be removed therefrom without the consent of the Beneficiary (being the Secured Party as that term is used in the Code). The Collateral may be affixed to the Real Estate but will not be affixed to any other real estate.

(d) The only persons having any interest in the Premises are the Trustor, the Beneficiary, and holders of interests, if any, expressly permitted hereby.

(e) No Financing Statement (other than Financing Statements showing the Beneficiary as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Collateral or any proceeds thereof is on file in any public office except pursuant hereto; and the Trustor, at its own cost and expense, upon demand, will furnish to the Beneficiary such further information and will execute and deliver to the

Beneficiary such financing statements and other documents in form satisfactory to the Beneficiary and will do all such acts as the Beneficiary may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefiting the Beneficiary and no other party, and liens and encumbrances (if any) expressly permitted hereby; and the Trustor will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing or recording is deemed by the Beneficiary to be desirable. The Trustor hereby irrevocably authorizes the Beneficiary at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of the Trustor that (i) indicate the Collateral (A) is comprised of all assets of the Trustor or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether the Trustor is an organization, the type of organization and any organizational identification number issued to the Trustor, and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Collateral relates. The Trustor agrees to furnish any such information to the Beneficiary promptly upon request. The Trustor further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by the Beneficiary in any jurisdiction prior to the date of this Deed of Trust. In addition, the Trustor must make appropriate entries on its books and records disclosing the Beneficiary's security interests in the Collateral.

(f) Upon an Event of Default under this Deed of Trust, the Beneficiary will have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as the Trustor can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Collateral or any part thereof may be situated and remove the same therefrom (provided that if the Collateral is affixed to real estate, such removal will be subject to the conditions stated in the Code); and the Beneficiary will be entitled to hold, maintain, preserve, and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to the Trustor's right of redemption in satisfaction of the Trustor's obligations, as provided in the Code. The Beneficiary may render the Collateral unusable without removal and may dispose of the Collateral on the Premises. The Beneficiary may require the Trustor to assemble the Collateral and make it available to the Beneficiary for its possession at a place to be designated by the Beneficiary which is reasonably convenient to both parties. The Beneficiary will give the Trustor at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice will be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the

address of the Trustor hereinafter set forth at least ten (10) days before the time of the sale or disposition. The Beneficiary may buy at any public sale. The Beneficiary may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Premises. If the Beneficiary so elects, the Premises and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling, and the reasonable attorneys' fees and legal expenses incurred by the Beneficiary will be applied against the Indebtedness in such order or manner as the Beneficiary selects. The Beneficiary will account to the Trustor for any surplus realized on such disposition.

(g) The terms and provisions contained in this **Section 13**, unless the context otherwise requires, will have the meanings and be construed as provided in the Code.

(h) This Deed of Trust is intended to be a financing statement within the purview of Sections 70a-9a-501(1)(a)(ii) and 70a-9a-502(3) of the Code with respect to the Collateral and the goods described herein, which goods are or may become fixtures relating to the Premises. The addresses of the Trustor (Debtor) and the Beneficiary (Secured Party) are set forth in **Section 22** below. This Deed of Trust is to be filed for recording with the Recorder of Deeds of the county or counties where the Premises are located. The Trustor is the record owner of the Premises.

(i) To the extent permitted by applicable law, the security interest created hereby is specifically intended to cover all Leases between the Trustor or its agents as lessor, and various tenants named therein, as lessee, including all extended terms and all extensions and renewals of the terms thereof, as well as any amendments to or replacement of said Leases, together with all of the right, title and interest of the Trustor, as lessor thereunder.

(j) The Trustor represents and warrants that: (i) the Trustor is the record owner of the Premises; (ii) the Trustor's chief executive office is located in the State of Illinois; (iii) the Trustor's state of organization is the State of Illinois; and (iv) the Trustor's exact legal name is as set forth on the first (1st) page of this Deed of Trust.

(k) The Trustor hereby agrees that: (i) where Collateral is in possession of a third party, the Trustor will join with the Beneficiary in notifying the third party of the Beneficiary's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of the Beneficiary; (ii) the Trustor will cooperate with the Beneficiary in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights, and electronic chattel paper; and (iii) until the Indebtedness is paid in full, the Trustor will not change the state where it is located or change its name or form of organization without giving the Beneficiary at least thirty (30) days prior written notice in each instance.

14. RESTRICTIONS ON TRANSFER.

(a) The Trustor, without the prior written consent of the Beneficiary, must not effect, suffer, or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, or other encumbrance or alienation (or any agreement to do any of the foregoing) of the Premises or any part thereof or interest therein constitutes a "**Prohibited Transfer**" whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance, or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that the foregoing provisions of this **Section 14** do not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Premises, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate, or personal representatives, (iv) to Leases permitted by the terms of the Loan Documents, (v) to sales or other dispositions of Collateral ("**Obsolete Collateral**") no longer useful in connection with the operation of the Premises, *provided* that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien of this Deed of Trust with the same priority as with respect to the Obsolete Collateral; or (vi) as otherwise expressly permitted under the Credit Agreement.

(b) In determining whether or not to make the Loan, the Beneficiary evaluated the background and experience of the Borrower, the Borrower's partners and officers, and the Trustor in owning and operating property such as the Premises, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Premises which is the Beneficiary's security for the Note. The Borrower, the Borrower's partners and officers, and the Trustor are well experienced in borrowing money and owning and operating property such as the Premises, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. The Trustor recognizes that the Beneficiary is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Trustor. The Trustor further recognizes that any secondary junior financing placed upon the Premises (i) may divert funds which would otherwise be used to pay the Note; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force the Beneficiary to take measures and incur expenses to protect its security; (iii) would detract from the value of the Premises should the Beneficiary come into possession thereof with the intention of selling same; and (iv) would impair the Beneficiary's right to accept a deed in lieu of foreclosure, as a foreclosure by the Beneficiary would be necessary to clear the title to the Premises. In accordance with the foregoing and for the purposes of (A) protecting the Beneficiary's security, both of repayment and of value of the Premises; (B) giving the Beneficiary the full benefit of its bargain and contract with the Trustor; (C) allowing the Beneficiary to raise the interest rate and collect assumption fees; and (D) keeping the Premises free of subordinate financing liens, the Trustor agrees that if this **Section 14** is deemed a restraint on alienation, that it is a reasonable one.

15. EVENTS OF DEFAULT; ACCELERATION. Each of the following constitutes an *“Event of Default”* for purposes of this Deed of Trust:

(a) the occurrence of an Event of Default under the Note, the Credit Agreement, or any of the other Loan Documents;

(b) the Trustor fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement, or provision required to be performed or observed by the Trustor under this Deed of Trust or any of the other Loan Documents to which it is a party; *provided, however*, that if such failure by its nature can be cured, then so long as the continued operation and safety of the Premises, and the priority, validity, and enforceability of the liens created by this Deed of Trust or any of the other Loan Documents and the value of the Premises are not impaired, threatened or jeopardized, then the Trustor will have a period (the **“Cure Period”**) of thirty (30) days after the Trustor obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default will not be deemed to exist during the Cure Period, provided further that if the Trustor commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period will be extended for thirty (30) additional days, but in no event will the Cure Period be longer than sixty (60) days in the aggregate; or

(c) the occurrence of a Prohibited Transfer.

16. REMEDIES AND APPLICATION OF PROCEEDS. If an Event of Default occurs, the Beneficiary may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to any Loan Party, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate. In addition to exercising any other remedy available at law, in equity and/or under the other Loan Documents, the Beneficiary may also do any or all of the following, concurrently or otherwise, at such time and in such order as the Beneficiary may determine, in its sole discretion, although it shall have no obligation to do any of the following:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of the Beneficiary’s security, enter without process of law upon and take possession of the Premises, or any part thereof, and do any acts which the Beneficiary deems necessary or desirable to preserve the value, marketability or rentability of the Premises, or to increase the income therefrom or to protect the security hereof and, with or without taking possession of any of the Premises, sue for or otherwise collect all rents and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys’ fees and expenses, upon the Indebtedness, all in such order as the Beneficiary may determine. The collection of rents and profits and the application thereof shall not cure or waive any Event of Default or notice thereof or invalidate any act done in response thereto or pursuant to such notice. In furtherance of the foregoing, to the fullest extent permitted by applicable law, following the occurrence of an Event of Default and during the continuance thereof, the Beneficiary shall have the right to apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Premises as a matter of strict right and without regard to the value of the Premises or the

adequacy of the security for the Indebtedness, the existence of a declaration that the Indebtedness are immediately due and payable, or the filing of a notice of default, and the Trustor hereby consents to such appointment;

(b) Bring an action in any court of competent jurisdiction to foreclose this instrument or to enforce any of the covenants hereof.

(c) Elect to sell by power of sale the Real Estate and such other property which is Real Estate and Improvements or which the Beneficiary has elected to treat as Real Estate and Improvements and, upon such election, such notice of Event of Default and election to sell shall be given as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, at the time and place specified in the notice of sale, the Trustee shall sell such Premises, or any portion thereof specified by the Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States. The Trustee may, and upon request of the Beneficiary shall, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Premises consists of several lots, parcels or interests, the Beneficiary may designate the order in which the same shall be offered for sale or sold. The Trustor waives all rights to direct the order in which any of the Premises will be sold in the event of any sale under this Deed of Trust, and also any of right to have any of the Premises marshaled upon any sale. In the case of a sale under this Deed of Trust, the said property, real, personal, and mixed, may be sold in one parcel or more than one parcel. Should the Beneficiary desire that more than one such sale or other disposition be conducted, the Beneficiary may, at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times and in such order as the Beneficiary may deem to be in its best interest. Any person, including the Trustor, the Trustee, or the Beneficiary, may purchase at the sale. Upon any sale, the Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the Premises so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession. The Beneficiary, from time to time before the trustee's sale pursuant to this section, may rescind any notice of Event of Default and of election to cause to be sold the Premises by executing and delivering to the Trustee a written notice of such rescission, which notice, shall also constitute a cancellation of any prior Event of Default and demand for sale. The exercise by the Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring or impair the right of the Beneficiary to execute and deliver to the Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, nor otherwise affect any provision, covenant or condition of the Note and/or of this Deed of Trust or any of the rights, obligations or remedies of the parties thereunder or hereunder.

(d) To the extent applicable, in addition to any other remedies available to the Beneficiary, the Beneficiary may seek a judgment that the Trustor has breached any of the covenants, representations, or warranties in this Deed of Trust or any other Loan Documents that relate to any Environmental Laws, Hazardous Substance Claims, Hazardous Substances or the environmental condition of the subject Property (each an "**Environmental Provision**"), by commencing and maintaining an action or actions in any court of competent jurisdiction, whether commenced prior to or after foreclosure of the lien of this Deed of Trust or exercise by the

Beneficiary of the power of sale. The Beneficiary or its agents, representatives, and employees may also seek an injunction to cause the Trustor to abate any action in violation of any Environmental Provision and may seek the recovery of all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses actually incurred or advanced by the Beneficiary (collectively, "**Environmental Costs**") relating to the cleanup, remedy, or other response action required by any Environmental Law (defined herein), or any Hazardous Substance Claim (as hereinafter defined), or which the Beneficiary believes necessary to protect the Premises. It will be conclusively presumed between the Beneficiary and the Trustor that all Environmental Costs incurred or advanced by the Beneficiary relating to the cleanup, remedy, or other response action of or to the Premises were made by the Beneficiary in good faith. All Environmental Costs incurred by the Beneficiary under this subparagraph (including, but not limited to, court costs, consultant fees, and reasonable attorneys' fees, whether incurred in litigation and whether before or after judgment) shall bear interest at the Default Rate from the date of demand until they have been paid in full. The Beneficiary shall be entitled to bid, at any trustee's or foreclosure sale of the Premises, the amount of the Environmental Costs, and interest in addition to the amount of other indebtedness.

As used herein, the term "**Hazardous Substance Claim**" means any enforcement, cleanup, removal, remedial or other governmental, regulatory or private actions, agreements or orders threatened or instituted pursuant to any Environmental Law, together with all claims made or threatened by any third party against the Trustor or the Premises relating to damage, contribution, cost-recovery compensation, loss or injury resulting from the presence, Release or discharge of any Hazardous Substance. "**Environmental Law(s)**" means any and all federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority relating to or imposing liability or standards of conduct (including disclosure or notification) concerning protection of human health or the environment or Hazardous Substances or any activity involving Hazardous Substances (defined herein), all as previously and in the future to be amended. "**Hazardous Substance**" means, but is not limited to, any substance, chemical, material or waste (A) the presence of which causes a nuisance or trespass of any kind; (B) which is regulated by any federal, state or local governmental authority because of its toxic, flammable, corrosive, reactive, carcinogenic, mutagenic, infectious, radioactive, or other hazardous property or because of its effect on the environment, natural resources or human health and safety, including, but not limited to, petroleum and petroleum products, asbestos-containing materials, polychlorinated biphenyls, lead and lead-based paint, radon, radioactive materials, flammables and explosives; or (C) which is designated, classified, or regulated as being a hazardous or toxic substance, material, pollutant, waste (or a similar such designation) under any federal, state or local law, regulation or ordinance, including under any Environmental Law including, without limitation, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §§6901 *et seq.*), the Comprehensive Environmental Response Compensation and Liability Act (42 U.S.C. §§9601 *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986, the Federal Water Pollution Control Act, 33 U.S.C. §§7401, *et seq.*, the Toxic Substance Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-300j, the Emergency Planning and Community Right-to-Know Act (42 U.S.C. §11001 *et seq.*), the Hazardous Substances Transportation Act (49 U.S.C. §1801 *et seq.*), or the Clean Air Act (42 U.S.C. §7401 *et seq.*).

(e) the Beneficiary or its agents, representatives, and employees may waive its lien against the Premises or any portion of it, including the improvements and the personal property, to the extent that the Premises is found to be environmentally impaired, and exercise all rights and remedies of an unsecured creditor against the Trustor and all of the Trustor's assets and property for the recovery of any deficiency and Environmental Costs, including, but not limited to, seeking an attachment order. No such waiver shall be final or binding on the Beneficiary unless and until a final money judgment is obtained against the Trustor. Notwithstanding anything to the contrary contained in the Deed of Trust or any of the Loan Documents, the Trustor shall be fully and personally liable for all judgments and awards entered against the Trustor pursuant to this Subsection and such liability shall not be limited by the original principal amount of the obligations secured by this Deed of Trust. The Trustor's obligations hereunder shall survive the foreclosure, deed of lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this section, the Trustor hereby waives the defense of laches and any applicable statute of limitations.

(f) Apply any sums then held in escrow or otherwise by the Beneficiary in accordance with the terms of this Deed of Trust or any other Loan Document to the payment of the Indebtedness.

(g) Exercise all rights available to the Trustor under the Code.

(h) Exercise each of its other rights and remedies under this Deed of Trust or any other Loan Documents.

(i) Except as otherwise required by law, apply the proceeds of any foreclosure or disposition hereunder to payment of the following: (i) the expenses of such foreclosure or disposition, including, without limitation, the fees of the Trustee and the costs of the Tests and Studies, (ii) the cost of any search or other evidence of title procured in connection therewith and revenue stamps on any deed or conveyance, (iii) all sums expended under the terms hereof, not then repaid, with accrued interest in the amount provided herein, (iv) all other sums secured hereby, and (v) the remainder, if any, to the person or persons legally entitled thereto.

(j) Upon any sale or sales made under or by virtue of this section, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Premises or any part thereof. In lieu of paying cash for the Premises, the Beneficiary may make settlement for the purchase price by crediting against the Indebtedness the sales price of the Premises, as adjusted for the expenses of sale and the costs of the action and any other sums for which the Trustor is obligated to reimburse the Trustee or the Beneficiary under this Deed of Trust.

(k) In the event that the Trustor has an equity of redemption and the Premises is sold pursuant to the power of sale or otherwise under or by virtue of this paragraph, the purchaser may, during any redemption period allowed, make such repairs or alterations (but not additions) on said Premises as may be reasonably necessary for the proper operation, care, preservation, protection and insuring thereof. Any sums so paid together with interest thereon

from the time of such expenditures at the Default Rate (if not prohibited by law, otherwise at the highest lawful contract rate) shall be added to and become a part of the amount required to be paid for redemption from such sale.

17. BENEFICIARY'S RIGHT OF POSSESSION IN CASE OF DEFAULT. At any time after an Event of Default has occurred, the Trustor must, upon demand of the Beneficiary, surrender to the Beneficiary possession of the Premises. The Beneficiary, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books, records, papers, and accounts relating thereto, and may exclude the Trustor and its employees, agents or servants therefrom, and the Beneficiary may then hold, operate, manage, and control the Premises, either personally or by its agents. The Beneficiary will have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer, and actions in distress for rent. Without limiting the generality of the foregoing, the Beneficiary will have full power to:

- (a) cancel or terminate any Lease or sublease for any cause or on any ground which would entitle the Trustor to cancel the same;
- (b) elect to disaffirm any Lease or sublease which is then subordinate to the lien of this Deed of Trust;
- (c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications, and Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, will be binding upon the Trustor and all persons whose interests in the Premises are subject to the lien of this Deed of Trust and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;
- (d) make any repairs, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as the Beneficiary deems are necessary;
- (e) insure and reinsure the Premises and all risks incidental to the Beneficiary's possession, operation, and management thereof; and
- (f) receive all of such avails, rents, issues, and profits.

18. APPLICATION OF INCOME RECEIVED BY BENEFICIARY. To the extent permitted by applicable law, the Beneficiary, in the exercise of the rights and powers hereinabove conferred upon it, will have full power to use and apply the avails, rents, issues, and profits of the Premises to the payment of or on account of the following, in such order as the Beneficiary may determine:

(a) to the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which must include compensation to the Beneficiary and its agent or agents, if management be delegated to an agent or agents, and must also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises; and

(c) to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

19. RIGHTS CUMULATIVE. Each right, power, and remedy herein conferred upon the Beneficiary is cumulative and in addition to every other right, power, or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power, and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the Beneficiary, and the exercise or the beginning of the exercise of one right, power, or remedy will not be a waiver of the right to exercise at the same time or thereafter any other right, power, or remedy, and no delay or omission of the Beneficiary in the exercise of any right, power, or remedy accruing under this Deed of Trust or arising otherwise will impair any such right, power, or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

20. BENEFICIARY'S RIGHT OF INSPECTION. The Beneficiary and its representatives will have the right to inspect the Premises and the books and records with respect thereto at all reasonable times upon not less than twenty-four (24) hours prior notice to the Trustor, and access thereto, subject to the rights of tenants in possession, must be permitted for that purpose.

21. RELEASE UPON PAYMENT AND DISCHARGE OF TRUSTOR'S OBLIGATIONS. The Beneficiary will release this Deed of Trust and the lien of this Deed of Trust by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by the Beneficiary in connection with the execution of such release.

22. NOTICES. Any notices, communications, and waivers under this Deed of Trust must be in writing and must be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To the Beneficiary:

WINTRUST BANK
231 South LaSalle Street
2nd Floor
Chicago, Illinois 60604
Attention: Jason Girardin, Group Senior Vice
President

With a copy to:

MUCH SHELIST
191 North Wacker Drive, Suite 1800
Chicago, Illinois 60606.1615
Attention: Michael D. Burstein

To the Trustor:

582 WEST PACIFIC DRIVE AMERICAN FORK LLC
c/o Fundamental Real Estate Investment Partners
111 East Wacker Drive, Suite 1200
Chicago, Illinois 60601
Attention: Paul Simcox

With copy to:

THOMPSON COBURN LLP
55 East Monroe Street, 37th Floor
Chicago, Illinois 60603
Attention: Justin M. Newman and Gary L. Plotnick

or to any other address as to any of the parties hereto, as such party designates in a written notice to the other party hereto. All notices sent pursuant to the terms of this **Section 22** will be deemed received when actually delivered or when delivery is refused by the addressee, as the case may be.

23. WAIVER OF RIGHTS. The Trustor hereby covenants and agrees that it will not at any time insist upon or plead, or in any manner claim or take any advantage of, any stay, exemption, or extension law or any so-called "Moratorium Law" now or at any time hereafter in force providing for the valuation or appraisement of the Premises, or any part thereof, prior to any sale or sales thereof to be made pursuant to any provisions herein contained, or to any decree, judgment, or order of any court of competent jurisdiction; or, after such sale or sales, claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshalling thereof, upon foreclosure sale or other enforcement of this Deed of Trust; and without limiting the foregoing:

(a) the Trustor hereby expressly waives any and all rights of reinstatement and redemption, if any, under any order or decree of foreclosure of this Deed of Trust, on its own behalf and on behalf of each and every person, it being the intent of this Deed of Trust that any and all such rights of reinstatement and redemption of the Trustor and of all other persons are and will be deemed to be hereby waived;

(b) the Trustor will not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to the Beneficiary but will suffer and permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted; and

(c) To the full extent the Trustor may do so, the Trustor agrees that the Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisement, valuation, stay, extension or

redemption, and the Trustor, for the Trustor, the Trustor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Premises, to the extent permitted by applicable law, hereby waives and releases all rights of redemption, valuation, appraisement, stay of execution, notice of intention to mature or declare due the whole of the secured indebtedness, notice of election to mature or declare due the whole of the secured indebtedness and all rights to a marshaling of assets of the Trustor, including the Premises, or to a sale in inverse order of alienation in the event of foreclosure of the liens and/or security interests hereby created. The Trustor shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatever to defeat, reduce or affect the right of the Beneficiary under the terms of this Deed of Trust to a sale of the Premises for the collection of the secured indebtedness without any prior or different resort for collection, or the right of the Beneficiary under the terms of this Deed of Trust to the payment of the secured indebtedness out of the proceeds of sale of the Premises in preference to every other claimant whatever.

24. CONTESTS. Notwithstanding anything to the contrary herein contained, the Trustor will have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Premises or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Premises (each, a "**Contested Lien**"), and no Contested Lien will constitute an Event of Default under this Deed of Trust, if, but only if:

(a) the Trustor must forthwith give notice of any Contested Lien to the Beneficiary at the time the same is asserted;

(b) the Trustor must either pay under protest or deposit with the Beneficiary the full amount (the "**Lien Amount**") of such Contested Lien, together with such amount as the Beneficiary may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment the Trustor may furnish to the Beneficiary a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to the Beneficiary;

(c) the Trustor must diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Premises, and must permit the Beneficiary to be represented in any such contest and must pay all expenses incurred, in so doing, including fees and expenses of the Beneficiary's counsel (all of which will constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

(d) the Trustor must pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien is determined adverse to the Trustor, or (ii) forthwith upon demand by the Beneficiary if, in the opinion of the Beneficiary, and notwithstanding any such contest, the Premises are in jeopardy or in danger of being forfeited or foreclosed; provided that if the Trustor fails so to do, the Beneficiary may, but will not be required to, pay all such Contested Liens and Lien Amounts and

interest and penalties thereon and such other sums as may be necessary in the judgment of the Beneficiary to obtain the release and discharge of such liens; and any amount expended by the Beneficiary in so doing will be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that the Beneficiary may in such case use and apply monies deposited as provided in subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

25. EXPENSES RELATING TO NOTE AND MORTGAGE.

(a) The Trustor, jointly and severally with the other Loan Parties, must pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Deed of Trust, or any of the other Loan Documents, including without limitation, the Beneficiary's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing, and enforcement of the Note, this Deed of Trust, and the other Loan Documents, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Deed of Trust, and all federal, state, county, and municipal taxes, and other taxes (provided the Trustor will not be required to pay any income or franchise taxes of the Beneficiary), duties, imposts, assessments, and charges arising out of or in connection with the execution and delivery of the Note and this Deed of Trust. The Trustor recognizes that, during the term of this Deed of Trust, the Beneficiary:

(i) may be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority, and pollution control proceedings of any kind, to which the Beneficiary becomes a party by reason of the Loan Documents or in which the Loan Documents or the Premises are involved directly or indirectly;

(ii) may make preparations following the occurrence of an Event of Default under this Deed of Trust for the commencement of any suit for the foreclosure of this Deed of Trust, which may or may not be actually commenced;

(iii) may make preparations following the occurrence of an Event of Default under this Deed of Trust for, and do work in connection with, the Beneficiary's taking possession of and managing the Premises, which event may or may not actually occur;

(iv) may make preparations for and commence other private or public actions to remedy an Event of Default under this Deed of Trust, which other actions may or may not be actually commenced;

(v) may enter into negotiations with the Trustor or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default under this Deed of Trust, the sale of the Premises, the assumption of liability for any of the Indebtedness or the transfer of the Premises in lieu of foreclosure; or

(vi) may enter into negotiations with the Trustor or any of its agents, employees, or attorneys pertaining to the Beneficiary's approval of actions taken or proposed to be taken by the Trustor which approval is required by the terms of this Deed of Trust.

(b) All expenses, charges, costs, and fees described in this **Section 25** will be so much additional Indebtedness, will bear interest from the date so incurred until paid at the Default Rate, and must be paid, together with said interest, by the Trustor forthwith upon demand.

26. STATEMENT OF INDEBTEDNESS. The Trustor, within seven (7) days after being so requested by the Beneficiary, must furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Deed of Trust, the date to which interest has been paid, and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

27. FURTHER INSTRUMENTS. Upon request of the Beneficiary, the Trustor must execute, acknowledge, and deliver all such additional instruments and further assurances of title and must do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Deed of Trust and of the other Loan Documents.

28. ADDITIONAL INDEBTEDNESS SECURED. All persons and entities with any interest in the Premises or about to acquire any such interest should be aware that this Deed of Trust secures more than the stated principal amount of the Note and interest thereon; this Deed of Trust secures any and all other amounts which may become due under the Note, any of the other Loan Documents, or any other document or instrument evidencing, securing, or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by the Beneficiary to operate, manage, or maintain the Premises or to otherwise protect the Premises or the lien of this Deed of Trust.

29. INDEMNITY. The Trustor hereby covenants and agrees that no liability will be asserted or enforced against the Beneficiary in the exercise of the rights and powers granted to the Beneficiary in this Deed of Trust, and the Trustor hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of the Beneficiary. The Trustor must indemnify and save the Beneficiary harmless from and against any and all liabilities, obligations, losses, damages, claims, costs, and expenses, including reasonable attorneys' fees and court costs (collectively, "**Claims**"), of whatever kind or nature which may be imposed on, incurred by or asserted against the Beneficiary at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which the Beneficiary may or does become a party, either as plaintiff or as a defendant, by reason of this Deed of Trust or for the purpose of protecting the lien of this Deed of Trust; (b) the offer for sale or sale of all or any portion of the Premises; and (c) the ownership, leasing, use, operation, or maintenance of the Premises, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Premises to the Beneficiary in accordance with the terms of this Deed of Trust; provided, however, that the Trustor will not be obligated to indemnify or hold the Beneficiary harmless

from and against any Claims directly arising from the gross negligence or willful misconduct of the Beneficiary. All costs provided for herein and paid for by the Beneficiary will be so much additional Indebtedness and will become immediately due and payable upon demand by the Beneficiary and with interest thereon from the date incurred by the Beneficiary until paid at the Default Rate.

30. SUBORDINATION OF PROPERTY MANAGER'S LIEN. Any property management agreement for the Premises entered into hereafter with a property manager must contain a provision whereby the property manager agrees that any and all mechanics' lien rights that the property manager or anyone claiming by, through, or under the property manager may have in the Premises will be subject and subordinate to the lien of this Deed of Trust and must provide that the Beneficiary may terminate such agreement, without penalty or cost, at any time after the occurrence of an Event of Default under this Deed of Trust. Such property management agreement or a short form thereof, at the Beneficiary's request, must be recorded with in the Official Records of the county where the Premises are located. In addition, if the property management agreement in existence as of the date of this Deed of Trust does not contain a subordination provision, the Trustor must cause the property manager under such agreement to enter into a subordination of the management agreement with the Beneficiary, in recordable form, whereby such property manager subordinates present and future lien rights and those of any party claiming by, through or under such property manager to the lien of this Deed of Trust.

31. COMPLIANCE WITH ENVIRONMENTAL LAWS. Concurrently herewith the Trustor and the Borrower have executed and delivered to the Beneficiary the Indemnity pursuant to which the Trustor and the Borrower have indemnified the Beneficiary for environmental matters concerning the Premises, as more particularly described therein. This Deed of Trust does not and will not, however, secured the performance of the Trustor's and the Borrower's obligations under the Indemnity.

32. REMEDIES AGAINST OTHER COLLATERAL. The Trustor hereby acknowledges that certain Loan Documents other than this Deed of Trust create liens on collateral located in counties or states other than the counties and state in which the Premises are located. The Trustor further acknowledges that this Deed of Trust and the other Loan Documents are cross-defaulted and the Loan secured hereby is also secured by the other Loan Documents. The Trustor agrees that the Beneficiary may proceed, at the same or at different times, to foreclose any or all liens against such collateral (or sell such collateral under power of sale) by any proceedings appropriate in the county and state where such collateral lies, and that no event of enforcement taking place in any county or state pursuant to any of the Loan Documents will preclude or bar enforcement in any other county or state. Any foreclosure or other appropriate remedy brought in any county or state in which collateral is located may be brought and prosecuted as to any part of such collateral without regard to the fact that foreclosure proceedings or other appropriate remedies have or have not been instituted elsewhere on any other part of the collateral for the Loan.

33. MISCELLANEOUS.

(a) ***Successors and Assigns.*** This Deed of Trust and all provisions of this Deed of Trust are binding upon and enforceable against the Trustor and its assigns and other successors. This Deed of Trust and all provisions of this Deed of Trust inures to the benefit of the Beneficiary, its successors and assigns, and any holder or holders, from time to time, of the Note.

(b) ***Governing Law.*** **THIS DEED OF TRUST WILL BE GOVERNED BY, CONSTRUED, APPLIED, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES, PROVIDED, HOWEVER, THAT TO THE EXTENT THE MANDATORY PROVISIONS OF THE LAWS OF ANOTHER JURISDICTION RELATING TO (I) THE CREATION, VALIDITY, PRIORITY, PERFECTION, OR THE EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTERESTS IN ANY OF THE PREMISES, (II) THE LIEN, ENCUMBRANCE, OR OTHER INTEREST IN THE PROPERTY GRANTED OR CONVEYED BY THIS DEED OF TRUST OR THE ENFORCEMENT THEREOF, OR (III) THE AVAILABILITY OF AND PROCEDURES RELATING TO ANY REMEDY UNDER THIS DEED OF TRUST OR RELATED TO THIS DEED OF TRUST ARE REQUIRED TO BE GOVERNED BY SUCH OTHER JURISDICTION'S LAWS, THOSE OTHER LAWS WILL BE DEEMED TO GOVERN AND CONTROL.**

(c) ***Invalidity of Provisions.*** In the event that any provision of this Deed of Trust is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, the Trustor and the Beneficiary will negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Deed of Trust and the validity and enforceability of the remaining provisions, or portions or applications thereof, will not be affected thereby and will remain in full force and effect.

(d) ***Municipal Requirements.*** The Trustor must not by act or omission permit any building or other improvement on premises not subject to the lien of this Deed of Trust to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and the Trustor hereby assigns to the Beneficiary any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly, no building or other improvement on the Premises will rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by the Trustor which would result in a violation of any of the provisions of this subsection will be void.

(e) ***Rights of Tenants.*** The Beneficiary will have the right and option to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Premises having an interest in the Premises prior to that of the Beneficiary. The failure to join any such tenant or tenants of the Premises as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights must not be asserted by the Trustor as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency

remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(f) ***Option of Beneficiary to Subordinate.*** At the option of the Beneficiary, this Deed of Trust will become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all Leases of all or any part of the Premises upon the execution by the Beneficiary of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Premises are situated.

(g) ***Mortgagee-in-Possession.*** Nothing herein contained will be construed as constituting the Beneficiary a mortgagee-in-possession in the absence of the actual taking of possession of the Premises by the Beneficiary pursuant to this Deed of Trust.

(h) ***Relationship of Beneficiary and Trustor.*** The Beneficiary will in no event be construed for any purpose to be a partner, joint venturer, agent, or associate of the Trustor or of any lessee, operator, concessionaire, or licensee of the Trustor in the conduct of their respective businesses, and, without limiting the foregoing, the Beneficiary will not be deemed to be such partner, joint venturer, agent, or associate on account of the Beneficiary becoming a mortgagee-in-possession or exercising any rights pursuant to this Deed of Trust, any of the other Loan Documents, or otherwise. The relationship of the Trustor and the Beneficiary under this Deed of Trust is solely that of debtor/creditor.

(i) ***Time of the Essence.*** Time is of the essence of the payment by the Trustor of all amounts due and owing to the Beneficiary under the Note and the other Loan Documents and the performance and observance by the Trustor of all terms, conditions, obligations, and agreements contained in this Deed of Trust and the other Loan Documents.

(j) ***No Merger.*** The parties hereto intend that this Deed of Trust and the lien of this Deed of Trust will not merge in fee simple title to the Premises, and if the Beneficiary acquires any additional or other interest in or to the Premises or the ownership thereof, then, unless a contrary intent is manifested by the Beneficiary as evidenced by an express statement to that effect in an appropriate document duly recorded, this Deed of Trust and the lien of this Deed of Trust will not merge in the fee simple title and this Deed of Trust may be foreclosed as if owned by a stranger to the fee simple title.

(k) ***Consent to Jurisdiction. TO INDUCE THE BENEFICIARY TO EXECUTE THE JOINDER AGREEMENT AND DISBURSE A PORTION OF THE PROCEEDS OF THE LOAN, THE TRUSTOR IRREVOCABLY AGREES THAT, SUBJECT TO THE BENEFICIARY'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY ARISING OUT OF OR RELATED TO THE NOTE AND THIS DEED OF TRUST WILL BE LITIGATED IN COURTS HAVING SITUS IN CHICAGO, ILLINOIS. THE TRUSTOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY COURT LOCATED WITHIN CHICAGO, ILLINOIS, WAIVES PERSONAL SERVICE OF PROCESS UPON THE TRUSTOR, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE TRUSTOR AT THE ADDRESS STATED HEREIN AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.***

(l) ***Waiver of Jury Trial.*** THE TRUSTOR AND THE BENEFICIARY (BY ACCEPTANCE OF THIS DEED OF TRUST), HAVING BEEN REPRESENTED BY COUNSEL EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS DEED OF TRUST, ANY LOAN DOCUMENT, OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT, OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS DEED OF TRUST, OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS DEED OF TRUST, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE TRUSTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST THE BENEFICIARY OR ANY OTHER PERSON INDEMNIFIED UNDER THIS DEED OF TRUST ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

(m) ***Complete Agreement.*** This Deed of Trust, the Note, and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter of this Deed of Trust and the Loan Documents may not be modified, altered, or amended except by an agreement in writing signed by both the Trustor and the Beneficiary.

34. ADDITIONAL AGREEMENTS.

(a) the Beneficiary may substitute the Trustee hereunder in any manner now or hereafter provided by law or, in lieu thereof, the Beneficiary may from time to time, by an instrument in writing and by otherwise complying with the provisions of the laws of Utah, substitute a successor or successors to any the Trustee named herein or acting hereunder, which instrument, executed and acknowledged by the Beneficiary and recorded in the office of the Recorder of the county in which the Real Estate and Improvements are situated, shall be conclusive proof of proper substitution of such successor the Trustee, who shall thereupon and without conveyance from the predecessor the Trustee, succeed to all its title, estate, rights, powers and duties.

(b) the Beneficiary shall furnish any statement required by law regarding the obligations secured hereby or regarding the amounts held in any trust or reserve fund hereunder. For any such statement, the Beneficiary may charge a reasonable fee, not to exceed the maximum amount permitted by law at the time of the request thereof.

(c) It is expressly stipulated and agreed to be the intent of the Beneficiary and the Trustor, at all times to comply with applicable Utah law governing the highest lawful rate or amount of interest payable on the Loan (or applicable United States federal law to the extent that it permits the Beneficiary to contract for, charge, take, reserve, or receive a greater amount of interest than under Utah law). If the applicable law is ever judicially interpreted so as to render usurious any amount called for under this Deed of Trust, the Note or under any of the other Loan Documents, or contracted for, charged, taken, reserved or received with respect to the Loan, or if the Beneficiary's exercise of the option to accelerate the maturity of the Note or if any prepayment by the Trustor results in the Trustor having paid any interest in excess of that permitted by applicable law, then it is the Trustor's and the Beneficiary's express intent that all excess amounts theretofore collected by the Beneficiary be credited on the principal balance of

the Note (or, if the Note and all other obligations have been or would thereby be paid in full, refunded to the Trustor), and the provisions of this Deed of Trust, the Note and the other Loan Documents immediately be deemed reformed and the amounts thereafter collectible hereunder and thereunder reduced, without the necessity of the execution of any new documents, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for hereunder or thereunder. All sums paid or agreed to be paid to the Beneficiary for the use, forbearance or detention of the Loan shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the Loan until payment in full so that the rate or amount of interest on account of the Loan does not exceed the usury ceiling from time to time in effect and applicable to the Loan for so long as the Loan is outstanding. Notwithstanding anything to the contrary contained herein or in any of the other Loan Documents, it is not the intention of the Beneficiary to accelerate the maturity of any interest that has not accrued at the time of such acceleration or to collect unearned interest at the time of such acceleration.

35. FUTURE ADVANCES. This Deed of Trust shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of the Beneficiary, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. Any such future advances, whether obligatory or to be made at the option of the Beneficiary, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Deed of Trust. This Deed of Trust is given for the specific purpose of securing any and all indebtedness by the Trustor to the Beneficiary in whatever manner this indebtedness may be evidenced or represented, until this Deed of Trust is satisfied of record. All covenants and agreements contained in this Deed of Trust shall be applicable to all further advances made by the Beneficiary to the Trustor under this future advance clause.

36. LOCAL LAW PROVISIONS. To the extent any provision of this **Section 36** is in direct conflict with any other term and condition of this Deed of Trust, the terms of this **Section 36** shall control, govern and prevail, to the extent of any such conflict.

(a) ***Assignment of Rents & Security Agreement.*** This Deed of Trust constitutes an assignment of rent pursuant to the Utah Uniform Assignment of Rents Act (Utah Code Annotated § 57-26-101 *et seq.*). This Deed of Trust also constitutes a Security Agreement with the Trustor being the Debtor and the Beneficiary being the Security Party pursuant to the Utah Uniform Commercial Code (Utah Code Annotated § 70A-9a-101 *et seq.*). This Deed of Trust also constitutes and is filed as a fixture filing under Section 334 of the Utah Uniform Commercial Code (Utah Code Annotated § 70A-9a-334). For purposes of Utah Code Annotated §§ 57-1-25 and 78B-6-901.5, the Trustor agrees that the stated purpose for which this Deed of Trust was given is not to finance residential rental property. The Trustor further agrees that none of the Premises constitutes, or is the proceeds of, “farm products” as defined in Section 9-102(a) (34) of the Uniform Commercial Code of the State of Utah. To the extent that this Deed of Trust is subject to the Utah Assignment of Rents Act, and in the event of any conflict or inconsistency between the provisions of the terms and conditions of this Deed of Trust and the provisions of the Act, to the extent permitted under applicable law, the Deed of Trust shall control.

(b) **Remedies.** In addition to the remedies set forth in Section 17 herein, upon the occurrence of an Event of Default, the Beneficiary may proceed under the Utah Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security as permitted by Utah Code Annotated § 70A-9a-601 or other applicable law, and further may sell any shares of corporate stock evidencing or concerning water rights (such as stock in irrigation, canal, or water companies) in accordance with Utah Code Annotated § 57-1-30 or other applicable law.

(c) ***Exercise of Trustee's Power of Sale.***

(i) Should the Beneficiary elect to have the Trustee exercise the power of sale herein contained, the Beneficiary shall deliver to the Trustee a written declaration of default and demand for sale in accordance with applicable law;

(ii) In accordance with applicable law, the Trustee shall cause to be recorded, published, and/or delivered to the Trustor such notice of default and election to sell as may then be required by law and by this Deed of Trust. After giving notice of default and notice of sale, and the lapse of such time period as may be required by law, the Trustee may, without demand on the Trustor, at the time and place of sale fixed in the notice of sale, either as a whole or in separate parcels or items or through two (2) or more successive sales, sell the Premises or any part thereof at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Trustor shall have no right to direct the order in which the Premises is sold and the Trustor hereby waives any and all rights under Utah Code Annotated § 57-1-27 to direct the order in which the Premises, if consisting of several known lots or parcels, shall be sold. The Beneficiary may, in its sole discretion, designate the order in which the Premises shall be offered for sale or sold and determine if the Premises shall be sold in a single sale or in two (2) or more successive sales or in any other manner the Beneficiary deems to be in its best interests. If the Beneficiary determines that the Premises shall be sold in two (2) or more sales, the Beneficiary may, at its option, cause such sales to be conducted simultaneously or successively on the same day or on different days and times and in such order as the Beneficiary shall determine, and no such sale shall extinguish or otherwise affect the lien of this Deed of Trust on any part of the Premises not then sold until all indebtedness secured hereby has been fully paid. The Trustor shall pay the costs and expenses of each such sale and any judicial proceeding in which any such sale may be made. The Trustee shall deliver to such purchaser its deed conveying the portion of the Premises so 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 person, including the Beneficiary, may purchase at such sale;

(iii) After deducting all costs, fees and expenses of the Trustee and of the sale, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of sale first to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the default interest rate set forth in the Note, next

to all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto or the Trustee, in the Trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with Utah Code Annotated § 57-1-29;

(iv) For purposes of Utah Code Annotated § 57-1-28, the Trustor agrees that all default interest, late charges, any prepayment premium, and similar amounts, if any, owing from time to time under the Loan shall constitute a part of and be entitled to the benefits of the Beneficiary's Deed of Trust lien upon the Premises, and the Beneficiary may add all default interest, late charges, any prepayment premium, and similar amounts owing from time to time under the Loan to the principal balance of the Loan, and in either case the Beneficiary may include the amount of all unpaid late charges in any credit bid the Beneficiary may make at a foreclosure sale of the Premises pursuant to this Deed of Trust;

(v) In accordance with applicable law, the Trustee may postpone the sale of all or any portion of the Premises by public announcement at the time and place first fixed for sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale; and

(vi) Upon any sale pursuant to this Section, the Trustor shall be completely and irrevocably divested, to the maximum extent permitted by law, of all its right, title, interest, claims and demands at law or in equity in and to the Premises sold or any part thereof, and such sale shall be a perpetual bar both at law and in equity against the Trustor and any and all other persons claiming any such right, title, interest, claims or demands by, through or under the Trustor

(d) ***Rescission of Notice of Default.*** The Beneficiary, from time to time, before any the Trustee's sale, may rescind any notice of default and of election to cause the Premises to be sold by executing and delivering to the Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by the Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring or impair the right of the Beneficiary to execute and deliver to the Trustee, as provided above, other declarations of default and demand for sale, notices of default and of election to cause the Premises to be sold to satisfy the obligations hereof, or otherwise affect any provision, agreement, covenant or condition of the Note or this Deed of Trust or any of the rights, obligations or remedies of the parties hereunder.

(e) ***Full Reconveyance by Trustee.*** Upon written request of the Beneficiary and upon payment by the Trustor of the Trustee's fees for all services involved in the preparation, execution and recordation of the reconveyance, the Trustee shall reconvey the Premises or portions thereof then held hereunder, in whole or in part, as designated by the Beneficiary and in such portions as designated by the Beneficiary to the Trustor, to the person or persons legally

entitled thereto, without recourse or warranty. The Beneficiary is not obligated to request partial reconveyances except as otherwise expressly agreed in writing by the Beneficiary.

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

IN WITNESS WHEREOF, the Trustor has executed and delivered this Revolving Deed of Trust, Security Agreement, Assignment of Rents and Leases, and Fixture Filing as of the day and year first above written.

**582 WEST PACIFIC DRIVE AMERICAN FORK
LLC**, an Illinois limited liability company

By: 

Paul Simcox, Manager

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, **DOES
HEREBY CERTIFY** that Paul Simcox, the Manager of **582 WEST PACIFIC DRIVE AMERICAN
FORK LLC**, an Illinois limited liability company, who is personally known to me to be the same
person whose name is subscribed to the foregoing instrument as such Manager, appeared before
me this day in person and acknowledged that he signed and delivered the said instrument as his
own free and voluntary act and as the free and voluntary act of said limited liability companies
and limited partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of July, 2019.




Notary Public

SIGNATURE PAGE
REVOLVING DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING

EXHIBIT "A"**LEGAL DESCRIPTION OF REAL ESTATE**

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Parcel 1:

Lot 3, North Timp Plaza Plat "B" Amended, Lot 2, Plat "A", according to the official plat thereof on file and of record in the Office of the County Recorder, Utah County, Utah.

Parcel 1A:

The easement rights in so far as they accrue to Parcel 1, herein described as Parcel 1, under the following:

Declaration of Restrictions and Cross Easement Agreement:

Recorded: August 4, 1995

Entry No.: 50416

Book/Page: 3736/62

PROPERTY ADDRESS OF REAL ESTATE:

582 West Pacific Drive
American Fork, Utah 84003

TAX ID NUMBER:

47-152-0003

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. General real estate taxes for the year 2019 and each year thereafter not yet due and payable.
2. Exception Nos. 9 to 19, inclusive, contained on Schedule B, Part II of Stewart Title Guaranty Company Commitment No. 463774 dated June 7, 2019.

EXHIBIT "C"**INSURANCE REQUIREMENTS****GENERAL INFORMATION**

1. All insurance policies referred to herein must be in form and substance acceptable to the Beneficiary.
2. The Beneficiary must receive evidence/certificates of insurance at least ten (10) Business Days (as defined in the Note) prior to closing. Original policies must be provided to the Beneficiary as soon as they are available from insurers. Certified copies should be available within sixty (60) to ninety (90) days.
3. Proof of coverage must be on an ACORD 28 - EVIDENCE OF PROPERTY INSURANCE form. Liability insurance must be written on ACORD 25 or its equivalent. NOTE: Please remove any "endeavor to" and "but failure to mail such notice shall impose representatives" language as it relates to notices. Initials by an authorized representative should appear next to any deletions on the certificates.
4. All property policies must contain a standard mortgage clause in favor of the Beneficiary and must provide for a thirty (30) day written notice to the Beneficiary of any material change or cancellation. Certificates with disclaimers will NOT be accepted.
5. The Trustor must be the named insured.
6. Property & Builders Risk certificates must show the Beneficiary as First Mortgagee and Beneficiary's Loss Payee as follows:

WINTRUST BANK
 231 South LaSalle Street
 2nd Floor
 Chicago, Illinois 60604
 Attention: Jason Girardin

(The Beneficiary may be shown as "Mortgagee and Beneficiary's Loss Payee As Their Interests May Appear" until the insurance agent receives release of interest from the prior Beneficiary. At that time, the insurance policies will need to be endorsed to show the Beneficiary as First Mortgagee and Beneficiary's Loss Payee).

7. The insured property must be identified as 582 West Pacific Drive, American Fork, Utah 84003.

8. All insurance companies must have a Policy Rating of "A" and a Financial Rating of "VIII" from AM Best's Rating Guide.
9. The insurance documentation must be signed by an authorized representative of the Insurer.

SPECIFIC REQUIREMENTS

1. If the property policy is a blanket policy or limit, the Beneficiary must receive a schedule of the amount allocated to the property/rents or the amounts allocated to the property must be indicated on the certificate.
2. Coverage must be on an "all risk" (Special Perils), 100% replacement cost basis without deduction for foundations and footings, and WITHOUT co-insurance. The co-insurance must be waived or an Agreed Amount endorsement must be included and either "No Co-insurance" or "Agreed Amount" must be provided and indicated on the certificate.
3. Ordinance or Law coverage providing for demolition and increased cost of construction must be provided and indicated on the certificate.
4. Other coverages such as earthquake, boiler, and machinery (which includes the mechanics of the building, such as elevators), and flood will be required when these risks are present.
5. Rent Loss or Business Income coverage must be in an amount equal to 100% of the projected annual rents or revenue with a minimum period of indemnity of 12 months, or such greater period as the Beneficiary may require. This coverage needs to be written on a Gross Rental Income, Gross Profits or Extended Period of Indemnity form, not on an actual loss sustained basis which may terminate as soon as the premises are tenantable or operational.
6. The Beneficiary must be named as an Additional Insured for all general liability coverage, with a minimum limit of \$2,000,000 for any one occurrence.