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PREPARED BY, AND AFTER RECORDING
RETURN TO:

Ballard Spahr LLP
101 South Reid Street, Suite 302
Sioux Falls, South Dakota 57103
Attention: Shad E. Christman, Esq.

Parcel Nos.: 15-682-0001; 15-682-0002; 15-682-0003; 15-682-0004; 15-682-0005; 15-682-0006; 15-682-0007; 15-682-0008; 15-682-0009; 15-682-0010; 15-682-0011; 15-682-0012; 15-682-0013; 15-682-0014; 15-682-0015; 15-682-0016; 15-682-0017; 15-682-0018; 15-682-0019; 15-682-0020; 15-682-0021; 15-682-0022; 15-682-0023; 15-682-0024; 15-682-0025; 15-682-0026; 15-682-0029; 15-682-0030; 15-682-0031; 15-682-0032; 15-776-0001; 15-776-0002; 15-776-0003; 15-776-0004; 15-776-0005; 15-776-0006; 15-776-0007; 15-776-0008; 15-776-0009; 15-776-0010; 15-776-0011; 15-776-0012; Part of 15-009-0003
193004

Space Above for Recorder's Use

COMMERCIAL DEED OF TRUST,
SECURITY AGREEMENT AND FIXTURE FILING

This COMMERCIAL DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust") is entered into and to be effective as of March 15, 2022, and KNOW ALL MEN BY THESE PRESENTS HAVEN COVE TIC I, LLC, HAVEN COVE TIC II, LLC, HAVEN COVE TIC III, LLC, HAVEN COVE TIC IV, LLC and HAVEN COVE TIC V, LLC, each a Delaware limited liability company, each having an address of 137 N. Larchmont Blvd. #231, Los Angeles, California 90004 (together with such party's or parties' successors and assigns, "Trustor"), in consideration of the Debt and trust hereinafter mentioned does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY and WARRANT in trust unto MOUNTAIN VIEW TITLE & ESCROW, INC., having an address of 5732 South 1475 East, Suite 100, South Ogden, Utah 84403 ("Trustee"), with Power of Sale, the following described property (all of which is sometimes referred to collectively herein as the "Property") for the benefit of LENDINGONE, LLC, a Delaware limited liability company, having an address at 901 NW 51st, Suite 150, Boca Raton, Florida 33431 (together with such party's or parties' successors and assigns, "Beneficiary");

(A) All right, title and interest in and to those premises more commonly known as the addresses set forth on the Property Schedule attached as Schedule 1 under "Deed of Trust Properties," which is more particularly described in Exhibit A (collectively, the "Premises"), which is attached hereto and made a part hereof;

(B) TOGETHER WITH (1) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Premises, and (2) all building materials, supplies and other

property stored at or delivered to the Premises or any other location for incorporation into the improvements located or to be located on the Premises, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Trustor and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Premises, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by Trustor, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of Trustor in and to such personal property which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the "Improvements");

(C) TOGETHER WITH (1) all estate, right, title and interest of Trustor, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Premises, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in paragraphs (A) and (B) hereof, or any part thereof; and (2) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in paragraphs (A) and (B) hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Trustor; and

(D) TOGETHER WITH (a) all estate, right, title and interest of Trustor of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and Beneficiary is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquaintances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by Beneficiary in the collection and handling thereof, toward the payment of the Debt and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (b) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the property described in paragraphs (A), (B) and (C).

All of the property described in paragraphs (A), (B), (C) and (D) above, and each item of property therein described, including, but not limited to, the Premises and the Improvements, is herein referred to as the "Property."

TO HAVE AND TO HOLD the Property, unto Trustee and Trustee's successors, substitutes, or assigns, in trust and for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments, and appurtenances in anywise appertaining or belonging thereto, and Trustor, for Trustor and Trustor's successors, hereby agrees to warrant and forever defend, all and singular, the Property unto

Trustee and Trustee's Successors or substitutes in this trust against the claim or claims of all persons claiming or to claim the same or any part thereof.

THE CONDITION OF THIS DEED OF TRUST IS SUCH THAT:

WHEREAS, Trustor is indebted to Beneficiary by virtue of a commercial loan transaction (the "Loan") in the sum of up to FORTY-FOUR MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$44,800,000.00) as evidenced by that certain Commercial Promissory Note in the principal amount of up to FORTY-FOUR MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$44,800,000.00) (as same may be amended, restated, or modified from time to time, the "Note") dated as of the date of this Deed of Trust executed by Trustor and delivered to Beneficiary, with all amounts remaining unpaid thereon being finally due and payable on March 15, 2032 (the "Maturity Date"), and which Loan is made pursuant to that certain Portfolio Loan Agreement, dated as of the date hereof, between Borrower and Mortgagee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, the terms and repayment of such obligations of Trustor are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, Trustor is hereby executing this Deed of Trust in favor of Beneficiary, its successors and assigns forever;

WHEREAS, Trustor represents and warrants that it has full power and authority to execute and deliver the Note, this Deed of Trust, and all other documents, agreements and instruments required of it by Beneficiary in connection with the making of the Loan (the Note, this Deed of Trust, and all such other documents, agreements and instruments executed and delivered by Trustor in connection with the Loan being sometimes collectively referred to herein as the "Loan Documents").

NOW, THEREFORE, Trustor hereby covenants and agrees with Beneficiary as follows:

ARTICLE 1. COVENANTS OF THE TRUSTOR

1.1 Performances of Loan Documents.

Trustor shall cause to be performed, observed and complied with all provisions hereof, of the Note and each of the Loan Documents, and will promptly pay to Beneficiary the Debt required to be paid by Trustor under the Note and pursuant to the provisions of this Deed of Trust and of the Loan Documents when payment shall become due. This Deed of Trust also encumbers all obligations with respect to all future advances and other obligations that Trustor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, its agents, successors and/or assigns, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Deed of Trust.

1.2 General Representation, Covenants and Warranties.

Trustor represents and covenants the following:

1.2.1 Trustor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Trustor;

1.2.2 All reports, statements and other data furnished by Trustor to Beneficiary in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact of circumstance necessary to make the statements contained therein not misleading;

1.2.3 This Deed of Trust, the Note and all other Loan Documents are legal, valid and binding obligations of Trustor enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which Trustor is a party or by which Trustor may be bound and do not contravene any law, order, decree, rule or regulation to which Trustor is subject;

1.2.4 There are no actions, suits or proceedings pending, or to the knowledge of Trustor threatened, against or affecting Trustor or any part of the Property;

1.2.5 All costs arising from construction of any improvements and the purchase of all equipment located on the Property that have been incurred prior to the date of this Deed of Trust have been paid;

1.2.6 The Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to Beneficiary;

1.2.7 Electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by Trustor have been or will be obtained and duly recorded (evidence satisfactory to Beneficiary that all utility services required for the use, occupancy and operations of the Property shall be provided to Beneficiary immediately upon Beneficiary's request);

1.2.8 There has not been, is not presently and will not in the future be any activity conducted by Trustor or any tenant at or upon any part of the Property that has given or will give rise to the imposition of a lien on any part of the Property;

1.2.9 Trustor is not in default under the terms of any instrument evidencing or securing any indebtedness of Trustor, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and

1.2.10 Trustor has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of Trustor.

1.3 Compliance with Laws; Permits; Notice.

Trustor covenants and warrants that the Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations, and Trustor has not received any notice that Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If Trustor receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, Trustor shall provide Beneficiary with a copy of such notice promptly. Trustor agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Property. Trustor has or will obtain all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Property, and, to the extent the foregoing have been received, all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless required by applicable law or unless Beneficiary has otherwise

agreed in writing, Trustor shall not allow changes in the nature of the occupancy for which the Property were intended at the time this Deed of Trust was executed. Trustor shall not initiate or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent. Trustor warrants and represents that its use, and the use by any of its tenants, of the Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that Trustor shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. Trustor shall maintain or shall cause their agent to maintain in its possession, available for the inspection of Beneficiary, and shall deliver to the Beneficiary, upon three (3) business days' request, evidence of compliance with all such requirements. Trustor hereby indemnifies and holds Beneficiary free of and harmless from and against any and all claims, demands, damages or liabilities that Beneficiary may incur with regard thereto.

1.4 Taxes and Other Charges.

1.4.1 Impositions.

Subject to the provisions of Section 1.4, Trustor shall pay, at least five (5) days before the date due, all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges that may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Property, and all other governmental levies and charges (each, an "Imposition" and collectively, the "Impositions"), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any part thereof, of which shall become payable with respect thereto. Trustor shall deliver to Beneficiary, within twenty (20) days after the due date of each payment in connection with the Impositions or any assessment for local improvements (each, an "Assessment" and collectively, the "Assessments"), the original or a true photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary.

1.4.2 Insurance.

1.4.2.1 Trustor shall keep all buildings erected on or to be erected on the Property insured against loss by fire and such other hazards as the Beneficiary may require and Trustor shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Property including, without limitation, fire builder's risk, worker's compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as Beneficiary reasonably may require, with loss proceeds by the terms of such policies made payable to Beneficiary as its interest may appear. Trustor covenants that all insurance premiums shall be paid not later than fifteen (15) days prior to the date on which such policy could be cancelled for non-payment. If any portion of the Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration shall be in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies shall contain a standard Beneficiary clause naming Beneficiary and its successors and assigns as their interests may appear as Beneficiary, and may not be reduced, terminated, or canceled without thirty (30) days' prior written notice to Beneficiary.

1.4.2.2 Such insurance companies shall be duly qualified as such under the laws of the states in which the Property is located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall be in amounts not less than the greater of: (i) the outstanding principal balance of the Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property.

1.4.2.3 All such policies shall provide for a minimum of thirty (30) days prior written cancellation notice to Beneficiary. Beneficiary, upon its request to Trustor, shall have custody of all such policies and all other policies that may be procured insuring said Property, the same to be delivered, to Beneficiary at its office and all renewal policies to be delivered and premiums paid to Beneficiary at its office at least twenty (20) days before the expiration of the old policies, and Trustor agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or the pay the premiums therefor, Beneficiary may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by Trustor and unless so paid, shall be deemed part of the Debt secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of Beneficiary, anything herein contained to the contrary notwithstanding. In case of loss and payment by any insurance company, the amount of insurance money received shall be applied either to the Indebtedness secured hereby, or in rebuilding and restoring the damaged property, as Beneficiary may elect.

1.4.2.4 Trustor has not engaged in and shall not engaged in any act or omission that would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by Trustor.

1.4.2.5 No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

1.4.3 Deposits for Impositions, Assessments and Insurance.

1.4.3.1 Unless this requirement is waived in writing by Beneficiary, or as otherwise provided in this Section, Trustor shall deposit with Beneficiary on the day monthly installments of principal or interest, or both, are due under the Note (or on another day designated in writing by Beneficiary), until the Indebtedness is paid in full, an additional amount estimated by Beneficiary to be sufficient to accumulate with Beneficiary the entire sum required to pay, when due, the items marked "COLLECT" below, plus, at Beneficiary's discretion, a contingency reserve of up to one-sixth of such estimate;

COLLECT – Impositions;

COLLECT – Assessments; and

COLLECT – Insurance premiums in connection with the Property or other insurance premiums required by Beneficiary under Section 1.4.2.

The amounts deposited under the preceding sentence are collectively referred to in this Deed of Trust as the "IAI Deposits." The obligations of Borrower for which the IAI Deposits are required include

the Impositions, Assessments and property insurance premiums or other insurance premiums required by Beneficiary under Section 1.4.2, and shall at times hereunder be referred to each as an “IAS” and collectively as, the “IAIs”. The amount of the IAI Deposits shall be sufficient to enable Beneficiary to pay each IAI before the last date upon which such payment may be made without any penalty or interest charge being added. Beneficiary shall maintain records indicating how much of the monthly IAI Deposits and how much of the aggregate IAI Deposits held by Beneficiary are held for the purpose of paying the IAIs.

1.4.3.2 IAI Deposits shall be held by Beneficiary or in a bank, credit union or other financial institution designated by Beneficiary. Beneficiary shall apply the IAI Deposits to pay IAIs so long as no Event of Default has occurred and is continuing. Unless applicable law requires, Beneficiary shall not be required to pay Trustor any interest, earnings or profits on the IAI Deposits. As additional security for all of Trustor’s obligations under this Deed of Trust and the other Loan Documents, Trustor hereby pledges and grants to Beneficiary a security interest in the IAI Deposits and all proceeds of, and all interest and dividends on, the IAI Deposits. Any amounts deposited with Beneficiary under this Section 1.4.3 shall not be trust funds, nor shall they operate to reduce the Indebtedness, unless applied by Beneficiary for that purpose under Section 1.4.3.5.

1.4.3.3 If Beneficiary receives a bill or invoice for an IAI, Beneficiary shall pay the IAI from the IAI Deposits held by Beneficiary. Beneficiary shall have no obligation to pay any IAI to the extent it exceeds IAI Deposits then held by Beneficiary. Beneficiary may pay an IAI according to any bill, statement or estimate from the appropriate public office or insurance company without inquiring into the accuracy of the bill, statement or estimate or into the validity of the IAI.

1.4.3.4 If at any time the amount of the IAI Deposits held by Beneficiary for payment of a specific IAI exceeds the amount reasonably deemed necessary by Beneficiary, plus at Beneficiary’s discretion, a contingency reserve of up to one-sixth of such estimate, the excess shall be credited against future installments of IAI Deposits. If at any time the amount of the IAI Deposits held by Beneficiary for payment of a specific IAI is less than the amount reasonably estimated by Beneficiary to be necessary, plus, at Beneficiary’s discretion, a contingency reserve of up to one-sixth of such estimate, Trustor shall pay to Beneficiary the amount of the deficiency within fifteen (15) days after notice from Beneficiary.

1.4.3.5 If an Event of Default has occurred and is continuing, Beneficiary may apply any IAI Deposits, in any amounts and in any order as Beneficiary determines, in Beneficiary’s discretion, to pay any IAIs or as a credit against the Indebtedness. Upon payment in full of the Indebtedness, Beneficiary shall refund to Trustor any IAI Deposits held by Beneficiary.

1.4.3.6 If Beneficiary does not collect an IAI Deposit with respect to an IAI either marked “DEFERRED” in Section 1.4.3.1 or pursuant to a separate written waiver by Beneficiary, then Trustor must provide Beneficiary with proof of payment as set forth in Section 1.4 of each such IAI for which Beneficiary does not require collection of IAI Deposits. As more fully set forth in Section 1.4.3.8, Beneficiary may revoke its deferral or waiver and require Trustor to deposit with Beneficiary any or all of the IAI Deposits listed in Section 1.4.3, regardless of whether any such item is marked “DEFERRED” in such Section, upon notice to Trustor, (i) if Trustor does not timely pay any of the IAIs as required by this Deed of Trust, (ii) if Trustor fails to provide timely proof to Beneficiary of such payment as required by this Deed of Trust, or (iii) at any time from and after the occurrence of an Event of Default or any event which, with the giving of notice or the passage of time, or both, would constitute an Event of Default.

1.4.3.7 In the event of a transfer prohibited by or requiring Beneficiary’s approval under Section 1.7, Beneficiary’s waiver or deferral of the collection of any IAI Deposit in this Section 1.4.3 may

be modified or rendered void by Beneficiary at Beneficiary's sole option and discretion by notice to Trustor and the transferee(s) as a condition of Beneficiary's approval of such transfer.

1.4.3.8 Notwithstanding anything to the contrary contained in any of the Loan Documents, upon demand by Beneficiary, after failure by Trustor to pay any of the IAs, Trustor shall deposit with Beneficiary on the first day of each month an amount equal to one twelfth (1/12th) of the sum of: (i) the aggregate annual payments for the Impositions; (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by Trustor under this Deed of Trust; and (iii) all other periodic charges (other than interest and principal under the Note) arising out of the ownership of the Property of any portion thereof that are or with notice or the passage of time or both will become a lien against the Property or any part thereof ((i), (ii), and (iii), collectively, the "Annual Payments"). Such sums will not bear interest and are subject to adjustment or additional payments in order to assure Beneficiary that it will have the full amount of any payment on hand at least one (1) month prior to its due date. Beneficiary shall hold said sums in escrow to pay said Annual Payments in the manner and to the extent permitted by law when the same become due and payable. Notwithstanding anything herein to the contrary, however, such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of Beneficiary. If the total payments made by Trustor to Beneficiary on account of said Annual Payments up to the time when the same become due and payable shall exceed the amount of payment for said Annual Payments actually made by Beneficiary, such excess shall be credited by Beneficiary against the next payment or payments due from Trustor to Beneficiary on account of said Annual Payments. If, however, said payments made by Trustor shall not be sufficient to pay said Annual Payments when the same become due and payable, Trustor agrees to promptly pay to Beneficiary the amount necessary to make up any deficiency. In case of default in the performance of any of the agreements or provisions contained in the Note, Beneficiary may, at its option, at any time after such default, apply the balance remaining of the sums accumulated, as a credit against the principal or interest of the Deed of Trust Indebtedness, or both.

1.4.4 Late Charge.

Beneficiary may collect a late charge equal to ten percent (10%) on any payment or installment due or required to be paid pursuant to the terms of this Deed of Trust, the Note or any other instrument, document, or agreement executed and/or delivered in connection herewith that is not paid within five (5) days of the due date thereof, other than the final entire balance due as set forth in Section 1.5 of the Note, including unpaid principal, accrued interest, and together with all other sums due hereunder or thereunder, which if not paid in full on or before the Maturity Date, Beneficiary may collect a late charge equal to one percent (1%) of such total amount.

1.4.5 Proof of Payment.

Upon request of Beneficiary, Trustor shall deliver to Beneficiary, within twenty (20) days after the due date of any payment required in this Section 1.4, proof of payment satisfactory to Beneficiary.

1.5 Condemnation.

Beneficiary shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and Beneficiary is hereby authorized, at its option, to commence, appear in and prosecute in its own or Trustor's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

1.6 Care of Property; Demolition and Alternation.

Trustor shall maintain the Property in good condition and repair, shall not commit or suffer any waste of the Property, and shall comply with or cause to be complied with, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Property; and Trustor shall promptly repair, restore, replace or rebuild any part of the Property now or hereafter subject to the lien of this Deed of Trust that may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.5. Trustor shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses that may be made of the Property or any part thereof, without the prior written consent of Beneficiary. Trustor agrees that no building or other property now or hereafter covered by the lien of this Deed of Trust shall be removed, demolished, or materially altered, without the prior written consent of Beneficiary, except that Trustor shall have the right, without such consent, to remove and dispose of, free from the lien of this Deed of Trust, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement Trustor shall be deemed to have subjected such equipment to the lien of this Deed of Trust.

1.7 Transfer and Encumbrance of Property.

1.7.1 Trustor, other than as to a Permitted Transfer, shall not sell, convey, transfer, suffer any type of change in title or ownership, assign or further encumber any interest in any part of the Property, without the prior written consent of Beneficiary. Any such sale, conveyance, transfer, pledge, assignment or encumbrance made without Beneficiary's prior written consent shall be null and void and shall constitute a default hereunder. Trustor shall not, without the prior written consent of Beneficiary, permit any further assignment of the rents, royalties, issues, revenues, income, profits or other benefits from the Property, or any part thereof, and any such assignment without the prior written consent of Beneficiary shall be null and void and shall constitute a default hereunder. Trustor agrees that in the event the ownership of the Property or any part thereof is permitted by Beneficiary to be vested in a person other than Trustor, Beneficiary may, without notice to Trustor, deal in any way with such successor or successors in interest with reference to this Deed of Trust and the Note and other sums hereby secured without in any way vitiating or discharging Trustor's liability hereunder or upon the Note and other sums hereby secured. No Sale of the Property and no forbearance to any person with respect to this Deed of Trust and no extension to any person of the time of payment of the Note and other sums hereby secured given by Beneficiary shall operate to release, discharge, modify, change or affect the original liability of Trustor either in whole or in part. Trustor shall have the right to enter into, extend, renew, terminate or otherwise amend leases encumbering the Property in the ordinary course of business.

1.7.2 If Trustor, other than as to a Permitted Transfer, shall sell, convey, assign or transfer all or any part of the Property or any interest therein or any beneficial interest in Trustor, or any of Trustor's underlying membership interests, shares of capital stock, partnership interests or any other type of equity interests, whether voting or non-voting (collectively, "Equity Interests"), without Beneficiary's prior written consent, Beneficiary may, at Beneficiary's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by Trustor and all other parties obligated in any manner on the Indebtedness to the fullest extent permitted by applicable law, declare the Indebtedness to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment or transfer, and upon such declaration the entire unpaid balance of the Indebtedness shall be immediately due and payable.

1.7.3 Permitted Transfers.

1.7.3.1 The restrictions contained in Sections 1.7.1 and 1.7.2 above shall not apply to any sale, conveyance, assignment or transfer of any beneficial interest in Trustor or any of Trustor's underlying Equity Interests (each, a "Permitted Transfer") (a) by will or by the laws of descent and distribution, or (b) that does not constitute a Change in Control Transaction.

1.7.3.2 A "Change in Control Transaction" shall mean (a) (i) the sale, transfer, or other disposition of all or an amount equivalent to forty-nine percent (49%) or more of Trustor's, or its underlying Equity Interests', assets as determined on a consolidated basis, or (ii) the consummation of a merger or consolidation of Trustor with or into another entity or any other corporate reorganization or acquisition, if more than forty-nine percent (49%) of the combined voting power of the continuing or surviving entity's Equity Interests outstanding immediately after such merger, consolidation or such other reorganization is owned by persons/entities who were not Equity Interest holders of Trustor immediately prior to such merger, consolidation or other reorganization, which for the avoidance of doubt, shall also include, the acquisition or other transfer of the Equity Interests of Trustor to any person/entity who was not an Equity Interest holder of such Equity Interests immediately prior to such acquisition or transfer, other than as permitted in clause 1.7.3.1 above and (b) so long as the management, and the power to control and cause the direction of the management and policies, of Trustor (or any successor entity) does not materially change following any such sale, transfer, disposition, merger, consolidation, reorganization, or consolidation of any beneficial interest in Trustor or any of Trustor's underlying Equity Interests and during the remaining term of the Loan.

1.7.3.3 Within thirty (30) days after the effectuation of each and every Permitted Transfer constituting ten percent (10%) or greater of the Equity Interests of Trustor, or its underlying Equity Interests, to persons/entities who were not Equity Interest holders of Trustor, or its underlying Equity Interests, immediately prior to such Permitted Transfer, Trustor shall (a) notify Mortgagee of same, and (b) provide Mortgagee copies of all underlying documentation evidencing such transaction as well as all related amendments, restatements, modifications or supplements to that certain operating agreement, bylaws or similar type of governing document of Trustor (or any successor entity).

1.7.4 Trustor shall keep the Property free from mechanics' liens, materialmen's liens and encumbrances. If any prohibited lien or encumbrance is filed against the Property, Trustor shall (a) immediately notify Beneficiary of same and (b) cause the same to be removed and discharged of record within thirty (30) days after the date of filing thereof.

1.7.5 Trustor shall obtain, upon request by Beneficiary, from all persons hereafter having or acquiring any interest in or encumbrance on the Property or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Deed of Trust and no offsets or defenses exist in favor thereof against this Deed of Trust or the Note hereby secured, and deliver such writing to Beneficiary.

1.8 Further Assurance.

1.8.1 At any time and from time to time upon Beneficiary's request, Trustor shall make, execute/re-execute and deliver, or cause to be made, executed/re-executed and delivered, to Beneficiary and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refilled, at such time and in such offices and places as shall be deemed desirable by Beneficiary, any and all such further deeds of trust, instruments or further assurance, certificates and such other documents, and perform such other acts and things as Beneficiary may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of Trustor under the Note and this Deed of Trust, of lien of this Deed of Trust as a lien upon all of the Property, and unto all and every person or persons deriving any estate, right, title or interest under this Deed of Trust. Upon any failure by Trustor to do so, Beneficiary may make, execute, record, file, re-record or refile any and all such deeds of trust, instruments, certificates and documents for and in the name of Trustor, and Trustor hereby irrevocably appoints Beneficiary the agent and attorney-in-fact of Trustor to do so.

1.8.2 In the event of any miscalculation, misapplication or error in payment or collections of monies at closing, Trustor agree to correct the same upon request.

1.8.3 Each request by Beneficiary pursuant to Section 1.8 shall receive full cooperation and compliance by Beneficiary by execution or re-execution (as the case may be) and delivery at Beneficiary's office located in Boca Raton, Florida or such other location within the State of Delaware as Beneficiary may designate within seven (7) days of Beneficiary's making such request.

1.9 Uniform Commercial Code Security Agreement and Fixture Filing.

This Deed of Trust is intended to be a security agreement, financing statement, and fixture filing that is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State of Utah for any of the goods specified above in this Deed of Trust as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and Trustor hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as Beneficiary may require to perfect a security interest with respect to said goods. Trustor shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements that Beneficiary may reasonable require. Without the prior written consent of Beneficiary, Trustor shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

DEBTOR IS:

HAVEN COVE TIC I, LLC,
HAVEN COVE TIC II, LLC,
HAVEN COVE TIC III, LLC,
HAVEN COVE TIC IV, LLC, and
HAVEN COVE TIC V, LLC
137 N. Larchmont Blvd. #231
Los Angeles, California 90004

SECURED PARTY IS:

LENDINGONE, LLC

901 NW 51st, Suite 150
Boca Raton, Florida 33431

Trustor represents, covenants, and warrants that as of the date hereof as follows: Trustor's full, correct, and exact legal name is set forth immediately above in this Section 1.9. Trustor is an organization of the type and incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Deed of Trust. In the event of any change in name or identify of Trustor, Trustor hereby authorizes Beneficiary to file such Uniform Commercial Code forms as are necessary to maintain the priority of Beneficiary's lien upon the Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Deed of Trust.

1.10 Lease Covenants.

Each and every covenant on the part of Trustor contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of Trustor hereunder as if fully set forth herein.

1.11 After-Acquired Property.

To the extent permitted by and subject to applicable law, the lien of this Deed of Trust will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Property or any part thereof; provided, however, that, upon request of Beneficiary, Trustor shall execute and deliver such instrument or instruments as shall reasonably be requested by Beneficiary to confirm such lien, and Trustor hereby appoints Beneficiary its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.12 Expenses.

Unless otherwise agreed in writing, Trustor will pay when due and payable all origination fees, application fees, underwriting fees, document preparation and title review fees, appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorney's fees, court costs, fees of inspecting architect(s) and engineers(s) and all other costs and expenses of every character assessed by Beneficiary against Trustor, have been incurred or which may hereafter be incurred by Beneficiary in connection with: (a) the preparation and execution of the Loan Documents; (b) the closing and funding of the Loan; (c) in the event of Event of Default occurs hereunder or under the Note or any other Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorney's fees in connection with the enforcement under the Note or foreclosure under this Deed of Trust, preparation for enforcement of this Deed of Trust or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Deed of Trust or any other Loan Documents; (e) court or administrative proceedings of any kind of which Beneficiary may be a party, either as plaintiff or defendant, by reason of this Deed of Trust, the Note, or any other Loan Documents; (f) preparation for and actions taken in connection with Beneficiary's taking possession of the Property; (g) negotiations with Trustor, its beneficiary, or any of its agents in connection with the existence or cure of any Event of Default or default, (h) any proposal for refinancing by Trustor or any other person or entity of the Debt secured hereby; (i) the transfer of the Property in lieu of foreclosure; (j) inspection of the Property pursuant to Section 1.15; (k) the approval by Beneficiary of actions taken or proposed to be taken by Trustor, its beneficiary, or other person or entity which approval is required by the terms of this Deed of Trust or any other Loan Documents; and (l) for all other fees due and owing by Trustor to Beneficiary in connection with the Loan. Trustor will, upon demand by Beneficiary, reimburse Beneficiary for any takeout, for all

such expenses that have been incurred or shall be incurred by either of them; and will indemnify and holds harmless Beneficiary from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees) that may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Deed of Trust or the Indebtedness.

1.13 Beneficiary's Performance of Defaults.

If Trustor defaults in the payment of any tax, Assessment, encumbrance or other Imposition or IAI, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Deed of Trust, the Note or in any other Loan Documents, Beneficiary may, without obligation to do so, to preserve its interest in the Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by Beneficiary in connection therewith shall become due and payable immediately. The amounts so incurred or paid by Beneficiary, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by Trustor, shall be added to the Indebtedness and secured by the lien of this Deed of Trust to the extent permitted by law. Beneficiary is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to Trustor or any person in possession holding under Trustor.

1.14 Financial Statements, Books and Records.

Trustor will furnish to Beneficiary, within thirty (30) days after a request therefor, a detailed statement in writing, covering the period of time specified in such request, showing all income derived from the operation of the Property, and all disbursements made in connection therewith, and containing a list of the names of all tenants and occupants of the Property, the portion or portions of the Property occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements.

1.15 Inspection.

Beneficiary, and any persons authorized by Beneficiary, shall have the right, at Beneficiary's option, to enter and inspect the Property at any reasonable time during the term of the Loan in conformance with applicable law, including, but not limited to, providing any required notice to current tenants residing on the Property. Trustor shall pay any professional fees and expenses, which may be incurred by Beneficiary in connection with such inspection.

1.16 [Intentionally Omitted].

1.17 Inapplicability of Homestead.

The Loan is a commercial loan and, therefore, any homestead exemptions are inapplicable to the Trustor and in the Property.

1.18 Environmental Indemnity.

1.18.1 Definitions.

Unless otherwise defined in this Deed of Trust, capitalized terms used in Section 1.18 shall have the meaning ascribed to them as follows:

1.18.1.1 “Environmental Law” shall mean all laws relating to hazardous waste, chemical substances or mixtures or hazardous, toxic or dangerous substances or conditions or relating to the interaction of the use or ownership of property and the environment, whether such law is: (i) criminal or civil, (ii) federal, state or local, (iii) statutory, common law or administrative regulation, (iv) currently in effect or enacted in the future.

1.18.1.2 “Hazardous Material” shall mean any pollutants, hazardous or toxic substances or contaminated materials, including but not limited to, oil and oil products, asbestos, asbestos containing materials, urea formaldehyde foam insulation, polychlorinated biphenyls, flammables, explosives, radioactive materials, laboratory wastes, biohazardous wastes, chemicals, compounds or any other materials and substances (including materials, substances or things which are composed of or which have as constituents any of the foregoing substances), which are or may be subject to regulation under, or the Release of which or exposure to which is prohibited or limited by, or regulated under, any Environmental Law.

1.18.1.3 “Release” shall mean any spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment of any Hazardous Material.

1.18.2 Indemnification.

Notwithstanding anything herein to the contrary, Trustor absolutely and unconditionally agrees to defend, indemnify, and hold harmless Beneficiary, and its employees, agents, trustees, attorneys, officers, directors and shareholders, from and against any and all claims, demands, penalties, causes of action, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, foreseen or unforeseen, contingent or otherwise, incurred by Beneficiary, its employees, agents, trustees, attorneys, officers or directors (including, without limitation, counsel and consultant fees and expenses, investigation and laboratory fees and expenses, court costs, and litigation expenses) arising out of, or in any way related to: (i) any breach by the Trustor of any of the provisions of this Deed of Trust or any other Loan Documents; any Release or threat thereof of any Hazardous Material that is at, in, on, under, around, from or affecting the Property, including, without limitation, any violation of any Environmental Law or any damage or injury resulting from any Hazardous Material to or affecting the Property or the soil, water, air, vegetation, buildings, personal property, persons or animals located on the Property or on any other property or otherwise, whether occurring during or prior to Trustor’s ownership of the Property; (ii) any personal injury (including wrongful death) and property damages (real or personal) arising out of or related to any such Hazardous Material; (iii) any lawsuit brought or threatened, settlement reached, or order or directive of or by any state or federal governmental agency or authority, including but not limited to the United States of America Environmental Protection Agency and any state counterpart environmental protection agency, relating to such Hazardous Material; and (iv) any remedial action undertaken by Beneficiary in connection with any of the foregoing.

1.19 Future Advances.

This Deed of Trust is given to secure not only existing Indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Beneficiary, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were

made on the date of the execution of this Deed of Trust, but such secured Indebtedness shall not exceed at any time the maximum principal sum equal to ten (10) times the amount originally secured, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Property, with interest on such disbursements. 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 Note secured by this Deed of Trust. This Deed of Trust is given for the specific purpose of securing any and all Indebtedness of Trustor to Beneficiary (but in no event shall the secured Indebtedness exceed at any time the maximum principal amount set forth above in this paragraph, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Property, with interest on such disbursements) in whatever manner such 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 future advances made by Beneficiary to Trustor under this future advance clause. Beneficiary shall be under no obligation to make, or cause to be made, any such future advance, and all such future advances shall be at the sole and absolute discretion of Beneficiary.

1.20 Cross-Default and Cross-Collateralized.

Trustor hereby acknowledges and agrees an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Trustor (whether now existing or hereafter arising) with Beneficiary, including its successors and assigns, shall, at Beneficiary's sole option, constitute an Event of Default under this Deed of Trust and a default under the terms and conditions of the Note. An Event of Default under this Deed of Trust shall, at Beneficiary's option, constitute an event of default under the terms and conditions of any other loans, obligations, liabilities, or indebtedness of Trustor (whether now existing or hereafter arising) with Beneficiary, including its successors and assigns.

ARTICLE 2. DEFAULTS

The term "Event of Default" or "default" wherever used in this Deed of Trust, shall mean any one or more of the following events:

- 2.1 Failure by Trustor to pay any installment of principal and/or interest under the Note or other charges due under the Note within five (5) days after the same becomes due and payable;
- 2.2 The occurrence of an "Event of Default" under the Note or any other Loan Documents;
- 2.3 Failure by Trustor to observe or perform, or upon any default (and failure to timely cure) in, any other covenants, agreements or provisions herein, in the Note, or in any other Loan Documents;
- 2.4 Failure by Trustor to pay any Imposition, Assessment or other utility charges on or lien against the Property;
- 2.5 Failure by Trustor to keep in force the insurance required in this Deed of Trust;
- 2.6 Failure by Trustor to either deliver or maintain the policies of insurance described in this Deed of Trust or to pay the premiums for such insurance as provided herein;
- 2.7 Failure by Trustor to pay any installment of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and that may now or hereafter affect the Property;
- 2.8 Failure by Trustor to pay any other IAI against the Property required to be under this Deed of Trust;

2.9 The actual or threatened waste, removal or demolition of, or material alteration to, any part of the Property, except as permitted herein;

2.10 The vesting of title, or any sale, conveyance, transfer, assignment or further encumbrance in any manner whatsoever of any interest in the Property, or any part thereof, in or to anyone other than the present owner, or any change in title or ownership of the Property, or any part thereof, without the prior written consent of Beneficiary;

2.11 All or a material portion of the Property being taken through condemnation, eminent domain, or any other taking such that Beneficiary has reason to believe that the remaining portion of the Property is insufficient to satisfy the outstanding balance of the Note, or the value of the Property being impaired by condemnation, eminent domain or any other taking, (which term when used herein shall include, but not be limited to, any damage or taking by any governmental authority or any other authority authorized by the laws of any state or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently;

2.12 Any sale, conveyance, assignment or transfer of any beneficial interest in Trustor or any of Trustor's underlying Equity Interests that does not constitute a Permitted Transfer, or the dissolution of Trustor or the death of any guarantor of the Note ("Guarantor"); provided, however, that the death of a Guarantor shall not be deemed an Event of Default so long as, within sixty (60) days after such event, one or more substitute guarantors acceptable to Beneficiary shall have executed a replacement guaranty substantially the form of that certain Guaranty dated of even date herewith delivered by such Guarantor in connection with the Loan.

2.13 Any representation or warranty of Trustor or any Guarantor made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Deed of Trust or any such guaranty, shall prove materially false or misleading in any material respect;

2.14 Trustor makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in bankruptcy, or conservator appointed for it or for substantially all or any of its assets;

2.15 Trustor files, or becomes the subject of, a petition in bankruptcy, or upon the commencement of any proceeding or action under any bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting Trustor; provided however, that Trustor shall have sixty (60) days from the filing of any involuntary petition in bankruptcy to have the same discharged and dismissed;

2.16 The Property becomes subject to (1) any tax lien which is superior to the lien of the Deed of Trust, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien that is, or is asserted to be, superior to the lien of the Deed of Trust and such lien shall remain undischarged for thirty (30) days; and

2.17 Trustor fails to promptly cure within a reasonable time any violations of laws or ordinances affecting or that may be interpreted to affect the Property.

Notwithstanding the foregoing, if Trustor shall fail to comply with any agreement, term, covenant, or condition of this Deed of Trust, the Note, or any of the other Loan Documents, other than a default in the payment of monies due and payable to Beneficiary, then an Event of Default shall not be deemed to have

occurred solely for the purpose of triggering the accrual of default interest on the unpaid principal balance of the Loan as set forth in Section 8 of the Note, and Beneficiary shall not exercise its rights of complying with any such agreement, term, covenant or condition on behalf or in the name of the Trustor, unless such default shall have continued for at least thirty (30) days after Trustor's receipt of notice thereof and demand to cure from Beneficiary; provided, however, that in the case of any such non-monetary default which is susceptible to cure but cannot be cured through the exercise of reasonable diligence within thirty (30) days of receipt of notice of such non-monetary default, if Trustor commences such cure within the initial thirty (30) day period and diligently prosecutes same to completion, then such period of thirty (30) days shall be extended for such additional period of time as may be reasonably necessary to cure the same as approved by Beneficiary in its sole reasonable discretion.

ARTICLE 3. REMEDIES

In the event that an Event of Default or default shall have occurred, the remedies available to Beneficiary include, but are not limited to, any and all rights and remedies available hereunder or any the Note or any other Loan Document, any and all rights and remedies available at law, in equity or by statute. Without limiting the foregoing, the rights and remedies available to Beneficiary shall include, but not be limited to, any one or more of the following, all of which Beneficiary may cause Trustee to carry out in accordance with applicable law::

3.1 Acceleration of Maturity.

If an Event of Default shall have occurred, Beneficiary may, at its option, declare, upon thirty (30) days written demand and notice, all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without any further demand or notice, unless the applicable notice requirements of the State of Utah, County of Salt Lake or other municipality provides otherwise. If Beneficiary shall be required under such applicable state, county or other municipal law to provide certain notice to Trustor prior to acceleration of the outstanding Indebtedness, then Beneficiary shall provide such notice to Trustor in the manner and substance in conformance with all such applicable law. If Beneficiary provides such notice to Trustor and if the default is not cured on or before the date specified in the notice, then Beneficiary, at its option, may require immediate payment in full of all sums secured by this Deed of Trust without further demand, may invoke the power of sale and any other remedies set forth herein and permitted by applicable state, county or other municipal law. Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Article 3, including, but not limited to, reasonable attorney's fees and costs of title evidence.

3.2 Beneficiary's Right to Enter and Take Possession.

If an Event of Default shall have occurred, Trustor, upon demand on Beneficiary, shall forthwith surrender to Beneficiary the actual possession of the Property and Beneficiary itself, or by such officers or agents as it may appoint, may enter and take possession of the Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Property, including reasonable attorney's fees, management agent's fees, and if Beneficiary manages the Property with its own employees, an amount equal to the customary management agent's fees charged for similar property in the area where the Property are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Property, or both. And for this purpose, and in case of such default, the Trustor hereby assigns, transfers, and sets over to the Beneficiary the rents and income accruing from said Property. Nothing contained in the foregoing provisions shall impair or affect any right or remedy that the Beneficiary might

now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which Beneficiary may have hereunder.

3.3 Receiver.

If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due Beneficiary, or the solvency of any person or limited liability company liable for the payment of such amounts.

3.4 Waiver of Appraisement, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling.

Trustor agrees to the full extent permitted by law that after an Event of Default neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, exemption, moratorium, or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, and Trustor, for itself all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Property marshaled upon any foreclosure hereof.

3.5 Suits to Protect the Property.

Beneficiary shall have the power and authority to institute and maintain any suits and proceedings as Beneficiary may deem advisable in order to (a) prevent any impairment of the Property, (b) foreclose this Deed of Trust, (c) preserve and protect its interest in the Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to Beneficiary's interest.

3.6 Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceedings affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire Indebtedness at the date of institution of such case or proceeding, and for any additional amounts that may become due and payable by Trustor after such date.

3.7 Application of Monies by Beneficiary.

After the occurrence of an Event of Default, any monies collected or received by Beneficiary shall be applied in such priority as Beneficiary may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of Beneficiary, to IAI Deposits and any other deposits for Impositions and insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, other IAIs and other charges and to the payment of the Indebtedness.

3.8 No Waiver.

Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of Beneficiary to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right; power, or privilege.

3.9 No Waiver of One Default to Affect Another.

No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If Beneficiary (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Deed of Trust or any other of the Loan Documents; (d) releases any part of the Property from the lien of this Deed of Trust or any other Loan Documents or releases or any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Property; (f) consents to the granting of any easement on the Property; or (g) makes or consents to any agreement changing the terms of this Deed of Trust or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Deed of Trust of otherwise of Trustor, or any subsequent purchaser of the Property or any part thereof or any maker, co-singer, endorser, surety or guarantor. No such act or omission shall preclude Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by Beneficiary, shall the lien of this Deed of Trust be altered thereby.

3.10 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to Beneficiary by the Note, this Deed of Trust or any other Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.11 Discontinuance of Proceedings. If Beneficiary shall have proceeded to invoke any right, remedy or recourse permitted under the Loan Documents and shall thereafter elect to discontinue or abandon it for any reason, Beneficiary shall have the unqualified right to do so and, in such an event, Trustor and Beneficiary shall be restored to their former positions with respect to the Indebtedness, the Loan Documents, the Property and otherwise, and the rights, remedies, recourses and powers of Beneficiary shall continue as if the right, remedy or recourse had never been invoked, but no such discontinuance or abandonment shall waive any Event of Default which may then exist or the right of Beneficiary thereafter to exercise any right, remedy or recourse under the Loan Documents for such Event of Default.

3.12 Interest after Event of Default; Default Rate.

If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note, this Deed of Trust, and any other Loan Document shall, at Beneficiary's option, bear interest at the default rate set forth in the Note.

3.13 Trustee's Sale.

If any Event of Default occurs, Beneficiary is authorized and empowered, without further notice, to execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold as required by the law or as otherwise provided herein, and the Trustee shall file such notice for record in each county wherein the Property or any part thereof is situated. After such filing, Trustee may lawfully foreclose and shall foreclose the lien of this Deed of Trust, and sell and dispose of the Property in masse or in separate parcels (as Beneficiary may elect) and all the right, title, and interest of Trustor therein, at a public auction at any place then authorized by law as may be specified in the notice of such sale, for the price permitted by law ("Trustee's Sale"), legally required public notice having previously been given of the time and place of such sale. Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purpose price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given as required by law. Trustee shall execute and deliver to purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and Beneficiary's attorney's fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as provided herein from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

3.14 Attorney's Fees.

If this Deed of Trust is foreclosed by Trustee, Trustee shall allow a reasonable amount of attorney's fees for services rendered in the supervision of such foreclosure proceedings as a part of the cost of foreclosure. If the foreclosure proceedings are made through court proceedings, attorney's fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

3.15 Concerning the Trustee.

3.15.1 With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ and consult with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his or her agents or attorneys, (iii) to select and employ, in and about the execution of his or her duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee (and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's gross negligence or bad faith), and (iv) any and all other lawful action that Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder.

3.15.2 Except for gross negligence or willful misconduct, Trustee shall not be personally liable for any act or omission or error of judgment in connection with the Loan or in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Property for debts contracted for or liability or damages incurred in the management or operation of the Property. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine.

3.15.3 Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Trustor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save and hold Trustee harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties. All monies received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon. Trustor shall indemnify Trustee against all liability and expenses which Trustee may incur in the performance of Trustee's duties hereunder.

3.16 Substitute Trustee.

Beneficiary may appoint a substitute Trustee (a) if Trustee herein named or may substitute Trustee shall die, resign, or fail, refuse or be unable, for any reason, to make any such sale or to perform any of the trusts herein declared; or (b) at the option of Beneficiary from time to time as often and whenever Beneficiary prefers and with or without any reason or cause. Each appointment shall be in writing, but without the necessity of recordation, notice to Trustor, or any other action of formality. Each substitute Trustee so appointed shall thereupon by such appointment become Trustee and succeed to all the estates, titles, rights, powers, trusts and duties of predecessor Trustee. Any such appointment may be executed by Beneficiary or any authorized representative of Beneficiary, and such appointment shall be presumed conclusively to have been executed with due and proper authority. Without limiting the generality of the foregoing, if Beneficiary is a corporation, bank or association, of any type or character, such appointment may be executed in its behalf by any officer of Beneficiary and shall be presumed conclusively to have been executed with due and proper authority without necessity of proof of any action by the board of directors or any superior officer. Wherever herein the word "Trustee" is used, the same shall mean the duly appointed trustee or substitute trustee hereunder at the time of question. Trustee may resign by written notice to Beneficiary.

3.17 Perfection of Appointment.

Should any deed, conveyance, or instrument of any nature be required from Trustor by any Trustee or substitute Trustee to more fully and certainly vest in and confirm to Trustee or substitute Trustee such estates, rights, powers, and duties, then, upon request by Trustee or substitute trustee, any and all such deeds, conveyances and instruments shall be made, executed, acknowledged, and delivered and shall be caused to be recorded and/or filed by Trustor.

3.18 Succession Instruments.

Any substitute trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its, his or her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the substitute trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute trustee so appointed in such Trustee's place.

ARTICLE 4. MISCELLANEOUS PROVISIONS

4.1 Heirs, Successors and Assigns Included in Parties.

Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Deed of Trust, by or on behalf of Trustor or Beneficiary shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

4.2 Addresses for Notices, etc.

4.2.1 Any notice, report, demand or other instrument authorized or required to be given or furnished under this Deed of Trust shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

TRUSTOR:

HAVEN COVE TIC I, LLC,
HAVEN COVE TIC II, LLC,
HAVEN COVE TIC III, LLC,
HAVEN COVE TIC IV, LLC, and
HAVEN COVE TIC V, LLC
137 N. Larchmont Blvd. #231
Los Angeles, California 90004
Attention: Peter Hagist

Copies to:

Blackacre LLP
1219 Morningside Drive, Suite 216
Manhattan Beach, California 90266
Attention: Daniel Teitelbaum, Esq.

BENEFICIARY: LENDINGONE, LLC
901 NW 51st, Suite 150
Boca Raton, Florida 33431
Attention: Legal

Copies to: Ballard Spahr LLP
1675 Broadway, 19th Floor
New York, New York 10019
Attention: Jeffrey S. Page, Esq.

TRUSTEE: Mountain View Title & Escrow, Inc.
5732 South 1475 East, Suite 100
South Ogden, Utah 84403

4.2.2 Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

4.3 Headings.

The headings of the articles, sections, paragraphs and subdivisions of this Deed of Trust are convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

4.4 Provisions Subject to Applicable Laws; Severability.

All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid or unenforceable. In the event that any of the covenants agreements, terms or provisions contained in the Note, or in this Deed of Trust or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

4.5 Modification.

This Deed of Trust, the Note, and all other Indebtedness are subject to modification; provided, however, neither this Deed of Trust, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, and solely may be made by an instrument in writing signed by the parties hereto.

4.6 Governing Law.

WITH RESPECT TO MATTERS RELATING TO THE CREATION, PERFECTION AND PROCEDURES RELATING TO THE ENFORCEMENT OF THIS DEED OF TRUST, THIS DEED OF TRUST SHALL BE GOVERNED BY, AND BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED (WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF), IT BEING UNDERSTOOD THAT, EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS PARAGRAPH AND TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK (WITHOUT REGARD TO

CONFLICT OF LAW PROVISIONS THEREOF) SHALL GOVERN ALL MATTERS RELATING TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS AND ALL OF THE INDEBTEDNESS OR OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. ALL PROVISIONS OF THE PORTFOLIO LOAN AGREEMENT INCORPORATED HEREIN BY REFERENCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE NEW YORK, AS SET FORTH IN THE GOVERNING LAW PROVISION OF THE PORTFOLIO LOAN AGREEMENT.

4.7 Prejudgment Remedies.

TRUSTOR HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS DEED OF TRUST, AND EVIDENCED BY THE NOTE AND LOAN AGREEMENT, IF APPLICABLE, SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF UTAH. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TRUSTOR HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS PERTAINING TO THE EXERCISE BY BENEFICIARY OF SUCH RIGHTS AS BENEFICIARY MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE TRUSTOR OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF TRUSTOR'S PROPERTY PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST TRUSTOR. TRUSTOR FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE BENEFICIARY TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY BENEFICIARY, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY BENEFICIARY. FURTHER, TRUSTOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

4.8 Effects of Changes and Laws Regarding Taxation.

In the event of an enactment of any law deducting from the value of the Property any Deed of Trust lien thereon, or imposing upon Beneficiary the payment of any or part of the Impositions, charges, or Assessments previously paid by Trustor pursuant to this Deed of Trust, or change in the law relating to the taxation of Deed of Trusts, debts secured by Deed of Trusts or Beneficiary's interest in the Property so as to impose new incidents of taxes of Beneficiary, then Trustor shall pay such Impositions or Assessments or shall reimburse Beneficiary therefor; provided that, however, if in the opinion of counsel to Beneficiary such payment cannot lawfully be made by Trustor, then Beneficiary may, at Beneficiary's option, declare, upon sixty (60) days prior written demand and notice to Trustor, all of the sums secured by this Deed of Trust to be immediately due and payable without prior notice to Trustor, and Beneficiary may invoke any remedies permitted by applicable law.

4.9 Purpose of Loan.

Trustor represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. Trustor acknowledges that Beneficiary has made this Loan to Trustor in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan.

4.10 Duplicate Originals.

This Deed of Trust may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

4.11 Usury Laws.

This Deed of Trust, the Note, and the other Loan Documents are subject to the express condition that at no time shall Trustor be obligated or required to pay interest on the Debt at a rate that could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Deed of Trust, the Note, or any other Loan Documents, Trustor is at any time required or obligated to pay interest on the Debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

4.12 Construction.

This Deed of Trust and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Deed of Trust and the Note to be drafted.

4.13 Sale of Loan Documents.

Beneficiary shall have the right to do any or all of the following at any time without prior notice to or the consent of Trustor or Guarantor: (a) to sell, transfer, pledge or assign any or all of Loan Documents, or any or all servicing rights with respect thereto; (b) to sell, transfer, pledge or assign participations in the Loan Documents ("Participations"); and (c) to issue mortgage pass-through certificates or other securities evidencing a beneficial interest in a rated or unrated public offering or private placement (the "Securities"). Beneficiary is authorized to forward or disclose to each purchaser, transferee, assignee, servicer, participant, or investor in such Participations or Securities (collectively, the "Investor") or any Rating Agency rating such Securities, each prospective Investor, and any organization maintaining databases on the underwriting and performance of commercial mortgage loans, all documents and information which Beneficiary now has or may hereafter acquire relating to the Loan and to Trustor or any Guarantor as Beneficiary determines to be necessary or desirable. Upon Beneficiary's request, Trustor shall reasonably cooperate with Beneficiary in connection with any of the transactions contemplated by this Section. Notwithstanding anything to the contrary contained in this Deed of Trust or any of the other Loan Documents, from and after the date of any sale, transfer or assignment of the Note and other Loan Documents by Beneficiary, any cross-default provision contained herein or in any other loan Documents shall terminate and shall be of no further force or effect. Each of Beneficiary and Trustor shall pay its own costs related to this Section 4.13.

4.14 Release and Reconveyance.

If all of Trustor's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents and all amounts due under the Deed of Trust and accompanying Loan Documents are paid in full, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Trustor shall well and truly perform all of Trustor's covenants contained herein, then this conveyance shall become null and void and be released, Beneficiary or Trustee shall cancel this Deed of Trust, the Property shall be reconveyed to Trustor, at Trustor's request and expense. If Trustee

is requested to release this Deed of Trust, all notes evidencing Debt secured by this Deed of Trust shall be surrendered to Trustee. Trustor shall pay any recordation costs. Beneficiary may charge Trustor a fee for releasing this Deed of Trust, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

4.15 Entire Agreement.

This Deed of Trust, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Deed of Trust, Trustor acknowledge that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by Beneficiary or by any employee or agent of Beneficiary.

4.16 Post-Closing Compliance.

Trustor agrees, at the request of Beneficiary, to fully cooperate and adjust for clerical errors, omissions, mistakes, or corrections required on this Deed of Trust or any other Loan Documents if deemed necessary or desirable in the sole discretion of Beneficiary. Trustor does hereby so agree and covenant in order to ensure that this Deed of Trust and all other the Loan Documents will conform and be acceptable in the instance of enforcement, transfer, sale or conveyance by Beneficiary or its interest in and to said Loan documentation.

4.17 State Specific Provisions.

4.17.1 Principles of Construction.

In the event of any inconsistencies between the terms and conditions of this Section 4.17 and the terms and conditions of this Deed of Trust, the terms and conditions of this Section 4.17 shall control and be binding.

4.17.2 Acceleration; Remedies.

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

4.17.2.2 To the extent required by Applicable Utah Law, if the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of the election to cause the Mortgaged Property to be sold and shall record such notice in each county in which any part

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

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

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

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

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

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

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

4.17.7 Assignment of Rents. This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under Utah Uniform Assignment of Rents Act (Title 57, Chapter 26 of the Utah Code). This assignment of Rents is to be effective to create a present security interest in existing and future Rents of the Mortgaged Property under the Utah Assignment of Rents Act. In the event of any conflict or inconsistency between the provisions of this Section and the provisions of the Utah Uniform Assignment of Rents Act, the provisions of the Utah Uniform Assignment of Rents Act shall control, and Lender shall have all rights and remedies available under the Utah Uniform Assignment of Rents Act, which rights and remedies shall be cumulative with all rights and remedies hereunder.

4.17.8 Waiver of Right of Offset. No portion of the Indebtedness secured by this Security Instrument shall be or be deemed to be offset or compensated by all or any part of any claim, cause of action, counterclaim, or cross-claim, whether liquidated or unliquidated, that Borrower may have or claim

to have against Lender. Borrower hereby waives, to the fullest extent permitted by Governmental Requirements, the benefits of any rights of offset under Utah law.

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

4.17.10 Non-Residential Use. For purposes of Utah Code Sections 57-1-25 and 78B-6-901.5, Borrower agrees that the stated purpose for which this Security Instrument was given is not to finance residential rental property.

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

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

ARTICLE 5. ADDITIONAL SECURITY AND RELEASES

5.1 Additional Security – Obligations Secured by Additional Security Instruments.

In addition to the obligations secured by this Deed of Trust and described as obligations herein, this Deed of Trust shall also secure the payment and performance of all obligations secured by one or more additional Commercial Deeds of Trust, Mortgages, or Security Deeds made by Trustor for the benefit of Beneficiary dated as of the date hereof (each, an "Additional Security Instrument") with respect to the properties more commonly known as the addresses set forth on the Property Schedule attached as Exhibit 1 under "Additional Secured Properties."

5.2 Secured Payment and Performance.

In addition to the obligations secured by each Additional Security Instrument, each Additional Security Instrument shall also secure the payment and performance of all obligations secured by this Deed of Trust.

5.3 Cross Default.

An Event of Default under any Additional Security Instrument, as defined therein, shall, at Beneficiary's option, constitute an Event of Default under this Deed of Trust. An Event of Default under this Deed of Trust shall, at Beneficiary's option, constitute an Event of Default any Additional Security Instrument.

5.4 Waiver of Marshalling.

Trustor waives all rights to have all or part of the Property described in this Deed of Trust and/or each Additional Security Instrument marshalled upon any foreclosure of this Deed of Trust or foreclosure any Additional Security Instrument. Beneficiary shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Property described in any of said Deeds of Trust as a whole or in separate parcels, in any order that Beneficiary may designate. Trustor makes this waiver for itself, for all persons and entities claiming through or under Trustor and for persons and entities who may acquire a lien or security interest on all or any part of the Property described in either of said Deeds of Trust, or on any interest therein.

5.5 Additional Representations and Warranties of Trustor.

5.5.1 Trustor represents and warrants that the lien of each Additional Security Instrument is a first lien on each of property described therein and covered thereby and that the provisions of this Deed of Trust will not cause intervening liens to become prior to the lien of any Additional Security Instrument. If any intervening lien exists or hereafter arises, Trustor shall cause the same to be released or subordinated to the lien each Additional Security Instrument, without limiting any other right or remedy available to Beneficiary.

5.5.2 Trustor further warrants that Trustor has no legal or equitable claim against any Trustor named in any Additional Security Instrument which would be prior to the lien of any such Additional Security Instrument, or which would entitle Trustor to a judgment entitling Trustor to an equitable lien on all or any portion of that property prior in lien to any such Additional Security Instrument.

5.5.3 Except as supplemented and/or modified by this Deed of Trust, all of the terms, covenants and conditions of each Additional Security Instrument and the other loan documents executed in connection therewith shall remain in full force and effect.

5.5.4 Trustor and Beneficiary acknowledge and agree that: this Deed of Trust shall constitute a lien or charge upon only that property described herein as the "Property," and each Additional Security Instrument shall, as applicable, constitute liens or charges upon only that related property described therein as the "Property," "Mortgaged Property," or the "Premises," as applicable.

5.6 Releases/Partial Reconveyances.

5.6.1 Trustor shall have the right to a release or partial reconveyances of the Property in accordance with the terms and conditions set forth in the Loan Agreement.

5.6.2 This Deed of Trust can be released from the lien each Additional Security Instrument pursuant to the terms and conditions of Section 6.17 of the Loan Agreement.

NOW, THEREFORE, if the Note and any Indebtedness, secured by this Deed of Trust shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of Trustor contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Deed of Trust deed shall be void, but shall otherwise remain in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)
(Signature Page Follows)

IN WITNESS WHEREOF, this Deed of Trust has been duly executed by Trustor as of the date first above written.

TRUSTOR:

HAVEN COVE TIC I, LLC
a Delaware limited liability company

By: Haven Cove Apartments Investors I, LLC,
a Delaware limited liability company,
its Sole Member

By: Marble Partners Management, LLC,
a Delaware limited liability company,
its Managing Member

By: 
Name: Peter Hagist
Title: Sole Member and Manager

HAVEN COVE TIC II, LLC
a Delaware limited liability company

By: Marble Partners Management, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Peter Hagist
Title: Sole Member and Manager

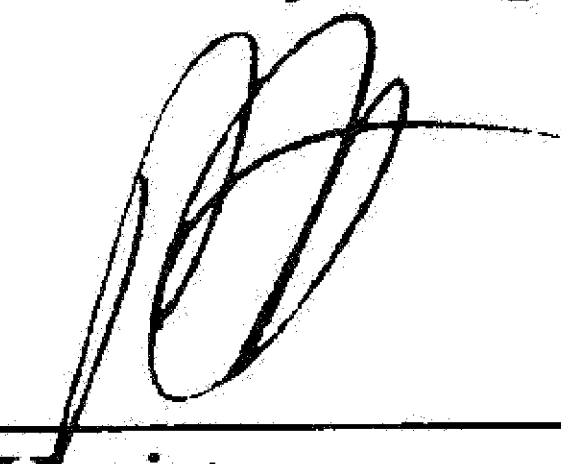
HAVEN COVE TIC III, LLC
a Delaware limited liability company

By: Marble Partners Management, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Peter Hagist
Title: Sole Member and Manager

HAVEN COVE TIC IV, LLC
a Delaware limited liability company

By: Marble Partners Management, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Peter Hagist
Title: Sole Member and Manager

HAVEN COVE TIC V, LLC
a Delaware limited liability company

By: Marble Partners Management, LLC,
a Delaware limited liability company,
its Manager

By: 
Name: Peter Hagist
Title: Sole Member and Manager

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

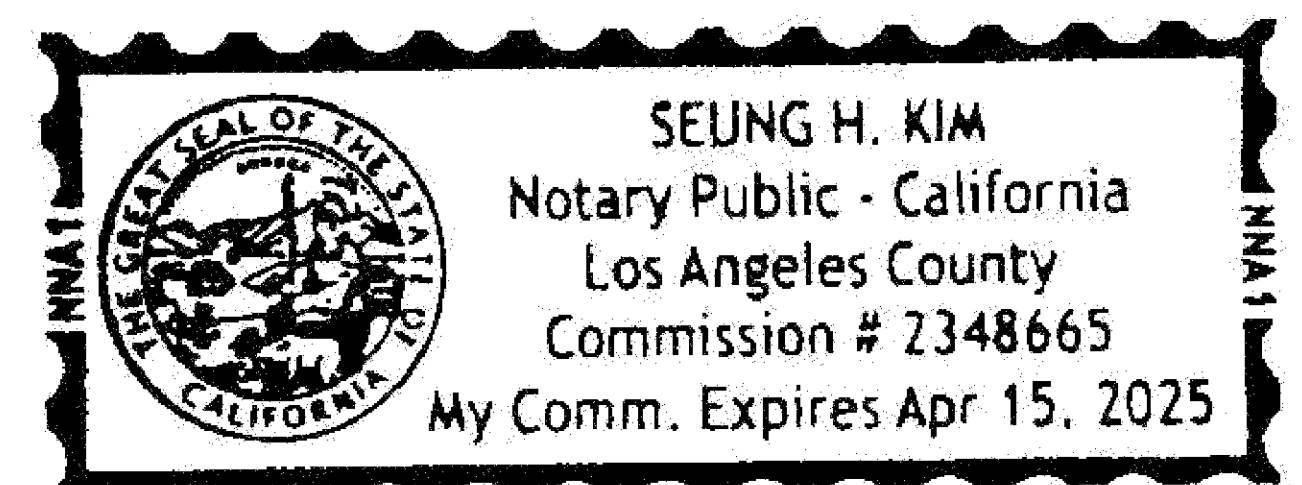
On 03/10/2022, before me, Seung H. Kim, a Notary Public, personally appeared Peter Hagist, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

(Seal)



[Commercial Deed of Trust – Notary Page]

SCHEDULE 1

PROPERTY SCHEDULE

<u>PARCEL NUMBER</u>	<u>ADDRESS</u>
1	Intentionally Deleted
2	1630 West 2000 South Bldg, 101, West Haven, UT 84401
3	1630 West 2000 South Bldg, 102, West Haven, UT 84401
4	1630 West 2000 South Bldg, 103, West Haven, UT 84401
5	1630 West 2000 South Bldg, 104, West Haven, UT 84401
6	1630 West 2000 South Bldg, 105, West Haven, UT 84401
7	1630 West 2000 South Bldg, 106, West Haven, UT 84401
8	1630 West 2000 South Bldg, 107, West Haven, UT 84401
9	1630 West 2000 South Bldg, 108, West Haven, UT 84401
10	1630 West 2000 South Bldg, 109, West Haven, UT 84401
11	1630 West 2000 South Bldg, 110, West Haven, UT 84401
12	1630 West 2000 South Bldg, 111, West Haven, UT 84401
13	1630 West 2000 South Bldg, 112, West Haven, UT 84401
14	1630 West 2000 South Bldg, 113, West Haven, UT 84401
15	1630 West 2000 South Bldg, 114, West Haven, UT 84401
16	1630 West 2000 South Bldg, 115, West Haven, UT 84401
17	1630 West 2000 South Bldg, 116, West Haven, UT 84401
18	1630 West 2000 South Bldg, 117, West Haven, UT 84401
19	1630 West 2000 South Bldg, 118, West Haven, UT 84401
20	1630 West 2000 South Bldg, 119, West Haven, UT 84401
21	1630 West 2000 South Bldg, 120, West Haven, UT 84401
22	1630 West 2000 South Bldg, 121, West Haven, UT 84401
23	1630 West 2000 South Bldg, 122, West Haven, UT 84401
24	1630 West 2000 South Bldg, 123, West Haven, UT 84401
25	1630 West 2000 South Bldg, 124, West Haven, UT 84401
26	1630 West 2000 South Bldg, 125, West Haven, UT 84401
27	1630 West 2000 South Bldg, 126, West Haven, UT 84401
28	Un-Assigned (Common Area), West Haven, UT 84401
29	Un-Assigned (Private Street), West Haven, UT 84401
30	Un-Assigned (Common Area), West Haven, UT 84401
31	Un-Assigned (Private Street), West Haven, UT 84401
32	2045 South 1645 West Bldg 201 West, Unit A, B, C, D&E, West Haven, UT 84401
33	2045 South 1645 West Bldg 202, Unit A, B, C&D, West Haven, UT 84401
34	2045 South 1645 West Bldg 203, Unit A, B, C&D, West Haven, UT 84401
35	2045 South 1645 West Bldg 204, Unit A, B, C&D, West Haven, UT 84401
36	2045 South 1645 West Bldg 205, Unit A, B, C, D&E, West Haven, UT 84401
37	2045 South 1645 West Bldg 206, Unit A, B, C, D&E, West Haven, UT 84401
38	2045 South 1645 West Bldg 207, Unit A, B, C, D&E, West Haven, UT 84401

39	2045 South 1645 West Bldg 208, Unit A, B, C, D&E, West Haven, UT 84401
40	2045 South 1645 West Bldg 209, Unit A, B, C, D&E, West Haven, UT 84401
41	2045 South 1645 West Bldg 210, Unit ABC, West Haven, UT 84401
42	Unassigned – Common Area, UT
43	Unassigned – Private Street, UT

WEBER COUNTY, STATE OF UTAH
TAX PARCEL NUMBERS

15-682-0001 ✓
15-682-0002 ✓
15-682-0003 ✓
15-682-0004 ✓
15-682-0005 ✓
15-682-0006 ✓
15-682-0007 ✓
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15-776-0001 ✓
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15-776-0005 ✓
15-776-0006 ✓
15-776-0007 ✓
15-776-0008 ✓
15-776-0009 ✓
15-776-0010 ✓
15-776-0011 ✓
15-776-0012 ✓

PART OF 15-069-0002- DO

15-682-0035 ✓
15-682-0033 ✓
15-009-0096 ✓ SPY

EXHIBIT A

Legal Description

PARCEL 1: INTENTIONALLY DELETED

PARCELS 2 THRU 27:

ALL OF BUILDINGS 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125 & 126, WEST HAVEN COVE SUBDIVISION, PHASE 2, WEST HAVEN CITY, WEBER COUNTY, UTAH, ACCORDING TO THE OFFICIAL PLAT RECORDED WITH THE WEBER COUNTY RECORDER OF THE STATE OF UTAH ON MARCH 6, 2019 AS ENTRY NUMBER 2968437 IN BOOK 85 OF PLATS AT PAGE 7.

PARCELS 28, 29, 30 & 31:

COMMON SPACE AND PRIVATE STREETS IN WEST HAVEN COVE SUBDIVISION, PHASE 2, WEST HAVEN CITY, WEBER COUNTY, UTAH, RECORDED AS ENTRY NUMBER: 2968437 IN BOOK 85 AT PAGE 7.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE COMMON AREA DESIGNATED AS TAX PARCEL NUMBER 15-082-0031, WHICH IS LOCATED EAST OF A FENCE LINE, RUNNING IN A NORTH/SOUTH DIRECTION WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS BEGINNING AT A POINT ON AN EXISTING FENCE LINE BEING LOCATED SOUTH 00 DEG 54 MIN 31 SEC WEST 1006.55 FEET ALONG THE NORTH CENTER SECTION LINE OF SAID SECTION 25 AND NORTH 90 DEG 00 MIN 00 SEC WEST

690.90 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; RUNNING THENCE ALONG AN EXISTING FENCE THE FOLLOWING TWO, (2), COURSES:

1. NORTH 00 DEG 46 MIN 32 SEC EAST 49.80 FEET;
2. NORTH 00 DEG 36 MIN 21 SEC EAST 975.54 FEET TO THE POINT OF TERMINATION

TOGETHER WITH REAL PROPERTY WHICH IS LOCATED EAST OF THE EAST LINE OF WEST HAVEN COVE SUBDIVISION PHASE 2, AND WEST OF A FENCE LINE, RUNNING IN A NORTH/SOUTH DIRECTION WHICH IS MORE PARTICULARLY DESCRIBED AS THE "GAP PARCEL":

"GAP PARCEL DESCRIPTION"

A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EXISTING FENCE LINE BEING LOCATED SOUTH 00 DEG 54 MIN 31 SEC WEST 1006.55 FEET ALONG THE NORTH CENTER SECTION LINE OF SAID SECTION 25 AND NORTH 90 DEG 00 MIN 00 SEC WEST 690.90 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 25; RUNNING THENCE NORTH 54 DEG 41 MIN 10 SEC WEST 2.49 FEET TO THE SOUTHEAST CORNER OF THE WEST HAVEN COVE SUBDIVISION

PHASE 2; THENCE ALONG THE EAST LINE OF SAID HAVEN COVE SUBIDVISION PHASE 2 THE FOLLOWING THREE (3) COURSES:

(1) NORTH 00 DEG 07 MIN 55 SEC EAST 42.30 FEET; (2) NORTH 00 DEG 25 MIN 29 SEC EAST 565.04 FEET; (3) NORTH 03 DEG 59 MIN 22 SEC EAST 46.10 FEET; THENCE NORTH 00 DEG 31 MIN 19 SEC EAST 119.18 FEET; THENCE SOUTH 85 DEG 49 MIN 20 SEC EAST 1.79 FEET TO AN EXISTING FENCE LINE; THENCE ALONG AN EXISTING FENCE FOLLOWING TWO(2) COURSES; (1) SOUTH 00 DEG 36 MIN 21 SEC WEST 724.04 FEET; (2) SOUTH 00 DEG 46 MIN 32 SEC WEST 49.80 FEET TO THE POINT OF BEGINNING.

PARCELS 32 THRU 41:

ALL OF BUILDINGS 201, 202, 203, 204, 205, 206, 207, 208, 209 & 210 WEST HAVEN COVE SUBDIVISION, PHASE 3, A SUBDIVISION OF LOT 2 WEST HAVEN COVE SUBDIVISION, WEST HAVEN CITY, WEBER COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT RECORDED WITH THE WEBER COUNTY RECORDER OF THE STATE OF UTAH ON MARCH 2, 2022 AS ENTRY NUMBER 3221216 IN BOOK 92 AT PAGE 50.

PARCELS 42 & 43:

COMMON SPACE & PRIVATE STREETS IN WEST HAVEN COVE SUBDIVISION PHASE 3, A SUBDIVISION OF LOT 2 WEST HAVEN COVE SUBDIVISION, WEST HAVEN CITY, WEBER COUNTY, UTAH ACCORDING TO THE OFFICIAL PLAT RECORDED WITH THE WEBER COUNTY RECORDER OF THE STATE OF UTAH ON MARCH 2, 2022 AS ENTRY NUMBER 3221216 IN BOOK 92 AT PAGE 50.

Tax Parcel Numbers: 15-682-0001; 15-682-0002; 15-682-0003; 15-682-0004; 15-682-0005; 15-682-0006; 15-682-0007; 15-682-0008; 15-682-0009; 15-682-0010; 15-682-0011; 15-682-0012; 15-682-0013; 15-682-0014; 15-682-0015; 15-682-0016; 15-682-0017; 15-682-0018; 15-682-0019; 15-682-0020; 15-682-0021; 15-682-0022; 15-682-0023; 15-682-0024; 15-682-0025; 15-682-0026; 15-682-0029; 15-682-0030; 15-682-0031; 15-682-0032; 15-776-0001; 15-776-0002; 15-776-0003; 15-776-0004; 15-776-0005; 15-776-0006; 15-776-0007; 15-776-0008; 15-776-0009; 15-776-0010; 15-776-0011; 15-776-0012.