

**RECORDING REQUESTED BY
CHICAGO TITLE COMPANY**

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Robhana, Inc.
606 S. Olive St., Suite 600
Los Angeles, CA 90014
Attn: Robert Hanasab

2014P010549400024
CONTRA COSTA Co Recorder Office
JOSEPH CANCIAMILLA, Clerk-Recorder
DOC-2014-0105494-00
Acct 1215-Chicago Title Simplifile
Friday, JUN 27, 2014 09:07:16
MOD \$26.00|REC \$56.00|FTC \$23.00
RED \$3.00|ERD \$3.00|DAF \$5.40
REF \$0.60
Ttl Pd \$117.00 Nbr-0002004324
mom/RC/3-24

FLA-3861400854

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

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust") is made to be effective as of June 24, 2014, by SIDNEY CORRIE, JR., an individual ("Trustor"), to CHICAGO TITLE COMPANY, as Trustee ("Trustee"), for the benefit of ROBhana, INC., a California corporation, as Beneficiary ("Lender").

THIS DEED OF TRUST ALSO CONSTITUTES A FIXTURE FILING UNDER DIVISION 9 OF THE CALIFORNIA UNIFORM COMMERCIAL CODE AND COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF. TRUSTOR IS A RECORD OWNER OF AN INTEREST IN SAID REAL PROPERTY.

GRANT IN TRUST:

Trustor irrevocably grants, transfers and assigns to Trustee, in trust, for the benefit of Lender, with power of sale, all of Trustor's interest in that certain real property located in the County of Contra Costa, California, described as:

[SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED HEREIN BY THIS REFERENCE]

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in such real property and all appurtenances, easements, covenants, rights of way, tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining thereto now or hereafter, and all of the estate, right, title, interest, claim, demand, reversion or remainder whatsoever of Trustor therein or thereto, at law or in equity, now or hereafter in possession or expectancy, including, without limitation, all mineral, oil, and gas rights and royalties and profits therefrom, all water and water rights and shares of stock pertaining to water and water rights, and all sewers, pipes, conduits, wires and other facilities furnishing utility or services to the real property (collectively, the "Land");

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in and to all buildings, structures and improvements now or hereafter erected on the Land, including, without limitation, all plant equipment, apparatus, machinery and fixtures of every kind and nature whatsoever now or hereafter located on or forming part of said buildings, structures and improvements (collectively, the "Improvements"; the Land and Improvements being hereinafter sometimes collectively referred to as the "Premises");

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in and to the land lying in the bed of any street, road, highway or avenue now or hereafter in front of or adjoining the Premises;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all awards heretofore or hereafter made by any governmental authorities (federal, state, local or otherwise) to Trustor and all subsequent owners of the Premises which may be made with respect to the Premises as a result of the exercise of the right of eminent domain, the alteration of the grade of any street or any other injury to or decrease of value of the Premises, which said award or awards are hereby assigned to Lender;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all unearned premiums accrued, accruing or to accrue, and the proceeds of insurance now or hereafter in effect with respect to all or any portion of the Premises;

TOGETHER WITH: Any and all claims or demands which Trustor now has or may hereafter acquire against anyone with respect to any damage to all or any portion of the Premises;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all claims under and proceeds of any insurance policies by reason of or related to a loss of any kind sustained to the Premises, now or hereafter, whether or not such policies name Lender as an insured and whether or not such policies are required by Lender, and whether or not such claims thereunder are characterized as personal claims;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in all goods, equipment, machinery, furniture, furnishings, trade fixtures, appliances, inventory, building materials, apparatus, utensils, vehicles, wiring, pipes, conduits, elevators, escalators, heating and air conditioning equipment, chattels and articles of personal property, including, without limitation, any interest therein now or at any time hereafter affixed to, attached to or used in any way in connection with or to be incorporated at any time into the Premises or placed on any part thereof wheresoever located, whether or not attached to or incorporated in the Premises, together with any and all accessions, accessories, attachments, and replacements thereof, appertaining and adapted to the complete and compatible use, enjoyment, occupancy, operation or improvement of the Premises;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all instruments, investment property, deposit accounts, accounts, contract rights, general intangibles, and other intangible property and rights now or hereafter relating to the foregoing property, or the operation thereof or used in connection therewith, including, without limitation, all options, letters of intent, and rights of first refusal of any nature whatsoever, covering all or any portion of such property, together with any modifications thereof, and deposits or other payments made in connection therewith, existing and future development rights, permits and approvals, air rights, density bonus rights, and transferable development rights; all of Trustor's right, title, and interest in and to any awards, remunerations, settlements, or compensation heretofore made or hereafter made by any and all courts, boards, agencies, commissions, offices, or authorities, of any nature whatsoever for any governmental unit (federal, state, local or otherwise) to the present or any subsequent owner of the foregoing property, including those for any vacation of, or change of grade in, any streets affecting the foregoing property and all licenses and privileges obtained by Trustor from non-governmental sources;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all leases of the Premises, Personalty, Fixtures, or any part thereof, now or hereafter entered into and all right, title and interest of Trustor thereunder, including, without limitation, cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder (whether such cash or securities are to be held until the expiration of the terms of such leases or applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms); all other rights and easements of Trustor now or hereafter existing pertaining to the use and enjoyment of the Premises; and all right, title and interest of Trustor in and to all declarations of covenants, conditions and restrictions as may affect or otherwise relate to the Premises;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all permits, plans, licenses, specifications, subdivision rights, security interests, contracts, contract rights, public utility deposits, prepaid sewer and water hook-up charges, or other rights as may affect or otherwise relate to the Property;

TOGETHER WITH: All right, title and interest which Trustor now has or may later acquire in any and all rents, income, issues and profits (subject, however, to the rights given in this Deed of Trust to Lender to collect and apply same), including, without limitation, the accounts, revenues, and proceeds of any business operation conducted by or on behalf of Trustor on or through the use of the Premises, prepaid municipal and utility fees, bonds, revenues, income, and other benefits to which Trustor may now or hereafter be entitled to, or which are derived from, the Property or any portion thereof or interest therein.

The foregoing listing is intended only to be descriptive of the property encumbered hereby, and not exclusive or all inclusive. It is the intent of Trustor to encumber hereby all property located or to be located upon the above-described real property in which Trustor now has or may later acquire an interest. Said real property, buildings, improvements, appurtenances, Fixtures, Personalty, additions, accretions, and other property are hereinafter referred to as the "Property." As used herein, the term "Fixtures" shall include all articles of personal property hereinabove described (in which Trustor now has or may later acquire an interest), now or hereafter attached to, placed upon for a definite term, or otherwise used in connection with the Property, and shall include trade fixtures and goods which are or are to become fixtures. As used herein, the term "Personalty" shall include all furniture, furnishings, equipment, machinery, goods, contract rights, general intangibles, money, deposit accounts, instruments, accounts, leases, chattel paper and other personal property described in this Deed of Trust (other than Fixtures) (in which Trustor now has or may later acquire an interest) of any kind or character now existing or hereafter arising or acquired, now or hereafter located upon, within or about the Property, or which otherwise pertains to the use, ownership, management, operation, construction, leasing and sale of the Property, and all products and proceeds thereof, and all of Trustor's right, title, and interest in and to all such property.

Trustor makes the foregoing grant to Trustee, and to Lender, as applicable, to hold the Property in trust for the benefit of Lender and for the purposes and upon the terms and conditions hereinafter set forth.

FOR THE PURPOSE OF SECURING:

- (1) The borrower's obligations under various loan documents, including without limitation that certain Forbearance Agreement of even date herewith (collectively, the "Loan Documents"), made by Almaden Associates, LLC, a California limited liability company, an entity owned and/or controlled by Trustor, for the benefit of Beneficiary (the "Obligations");
- (2) Payment of all other sums, with interest, advanced, paid, or incurred by Lender or Trustee under the terms of this Deed of Trust to protect the Property or Lender's security interest therein; and
- (3) Trustor's performance of each agreement in this Deed of Trust.

TRUSTOR AND LENDER AGREE AS FOLLOWS:

RIGHTS AND DUTIES OF THE PARTIES:

- (1) **PAYMENT AND PERFORMANCE BY TRUSTOR; TITLE:** Trustor represents and warrants to and for the benefit of Beneficiary and Trustee that Trustor holds good and marketable title of record to the Land and Improvements in fee simple. Trustor shall promptly: (a) pay when due all sums payable under the Loan Documents and all future advances; and (b) perform each and every term, covenant and condition of this Deed of Trust and any other obligation secured by this Deed of Trust.

(2) PAYMENT BY TRUSTOR OF TAXES AND OTHER IMPOSITIONS: The term "Taxes" shall mean all taxes, bonds and assessments, both general and special, affecting or levied upon the Property or any part thereof, assessments on water company stock, if any, all taxes or excises levied or assessed against Trustor, the Property, or any part thereof, in addition to or as a substitution in whole or in part for any real estate taxes or assessments, all taxes or excises measured by or based in whole or in part upon the rents, operating income, or any other factor relating to the Property, or any part thereof, and all license fees, taxes and excises imposed upon Beneficiary (but not any federal or state income taxes imposed upon Beneficiary) and measured by or based in whole or in part upon the obligations secured hereby. The term "Other Impositions" shall mean any fine, fee, charge, or other imposition in connection with the Property or Trustor, payment of which Beneficiary shall deem to be necessary to protect, preserve, and defend Beneficiary's interests hereunder. Trustor shall pay all Taxes, insurance premiums, and Other Impositions attributable to the Property, at least five (5) days before delinquency directly to the payee thereof, or in such other manner as Beneficiary may designate in writing. Trustor shall promptly furnish to Beneficiary all notices of amounts due under this paragraph, and if Trustor shall make payment directly, Trustor shall furnish to Beneficiary receipts evidencing payments of Taxes before delinquency and shall promptly deliver to Beneficiary receipts evidencing all other payments above required.

Subsequent to a default hereunder, at the request of Beneficiary, made at any time, or as provided by applicable law, Trustor shall pay to Beneficiary all amounts which are payable pursuant to the Loan Documents, until such amounts are satisfied, an amount equal to one-twelfth (1/12) of the sum of the estimated annual Taxes and Other Impositions, together with annual insurance premiums on all policies of insurance required by this Deed of Trust, plus additional amounts reasonably estimated by Beneficiary for the purpose of paying future installments of Taxes, Other Impositions, and insurance premiums. In such event, Trustor further agrees to cause all bills, statements, or other documents relating to Taxes, Other Impositions, and insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, or other documents, and provided Trustor has deposited sufficient funds with Beneficiary pursuant to this paragraph (2), Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary for that purpose, subject to Beneficiary's rights to seize and apply said funds to satisfy, in whole or in part, any default by Trustor. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of said funds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this paragraph (2). Beneficiary shall not be obligated to pay or allow any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Taxes, Other Impositions, and insurance such portion of such payments as Beneficiary may in its absolute discretion deem proper, applying the balance on the principal of or interest on the obligations secured hereby. Should Trustor fail to deposit with Beneficiary (exclusive of that portion of said payments which has been applied by Beneficiary on principal of or interest on the indebtedness secured hereby) sums sufficient to fully pay such Taxes, Other Impositions, or insurance premiums, at least fifteen (15) days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary as herein elsewhere provided, or at the option of Beneficiary the latter may, without making any advance whatever, apply any sums held by it upon any obligation of Trustor secured hereby. Shall any default occur or exist on the part of Trustor in the payment or performance of any of Trustor's and/or any guarantor's obligation in connection with the above Obligations, Beneficiary may, at Beneficiary's option, apply any sums or amounts in its possession or under its control, received pursuant hereto or as rents or income of the Property or otherwise, upon any indebtedness or obligation of Trustor secured hereby in such manner and order as Beneficiary may elect. The receipt, use or application of any such sums paid by Trustor to Beneficiary hereunder shall not be construed to affect the maturity of any indebtedness secured by this Deed of Trust or any of the rights or powers of Beneficiary or said Trustee under this Deed of Trust or any other obligation secured hereby.

In the event of the passage, after the date of this Deed of Trust, of any law or judicial decision deducting from the value of the Property for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of deeds of trust or obligations secured by deeds of trust, or the manner of operation of any such Taxes so as to adversely affect the interest of Beneficiary, or imposing payment of the whole or any portion of any Taxes upon Beneficiary, then and in such event, Trustor shall bear and pay the full amount of such Taxes.

(3) **TRUSTOR TO PAY GROUND RENTS AND OBLIGATIONS THAT COULD RESULT IN LIENS ON THE PROPERTY:** Trustor shall fully and faithfully pay and perform each and every obligation, and otherwise satisfy all conditions and covenants, which are or may be secured by any deed of trust upon the Property, or any portion thereof, existing of record as of the date this Deed of Trust is recorded. Trustor shall pay at or prior to the due date, or, if applicable, at maturity, any and all ground rents and any liens, charges and encumbrances that are, later become, claim to be or appear to Beneficiary to be prior or superior to the lien of this Deed of Trust, including, without limiting the generality of the foregoing, any and all claims for (a) work or labor performed, (b) materials and services supplied in connection with any work of demolition, alteration, improvement of or construction upon the Property, and (c) fees, charges and liens for utilities provided to the Property.

(4) **TRUSTOR TO MAINTAIN INSURANCE:** (a) Trustor shall maintain insurance covering the Property against loss or damage by fire, and other risks as shall from time to time be reasonably required by Beneficiary as necessary to protect the security interest of Beneficiary in the Property. The insurance shall be maintained with such companies, in such amounts, for such terms, and in form and content satisfactory to Beneficiary, in Beneficiary's reasonable opinion and judgment. Beneficiary shall be named as loss payee under all of the insurance policies, and Trustor shall assure that Beneficiary receive a certificate from each insurance company that acknowledges Beneficiary's position as loss payee and that states that the insurance policy cannot be terminated as to Beneficiary except upon thirty (30) days' prior written notice to Beneficiary. Such policies of insurance shall include, without limitation, the following: (i) insurance against loss or damage to the Property (including contents) by fire or other risk embraced by coverage of the type known as the broad form or extended coverage (or special extended coverage) in the amount required by Beneficiary, but in no event less than one hundred percent (100%) of the full replacement cost of the Improvements and Fixtures included within the Property without deduction for depreciation of any kind or the unpaid balance of the Obligations, whichever is greater, (ii) insurance against the loss of rental value of the Property on a "rented or vacant basis," including business interruption insurance, arising out of the perils insured against pursuant to clause (i) above in the amount not less than one (1) year's gross rental income and other revenues from the Property, and (iii) commercial general liability insurance against claims for personal injury, death, or property damage occurring on, in, or about the Property, or arising from or connected with the use, conduct, or operation of Trustor's business in the amount from time to time reasonably required by Beneficiary, (b) If such insurance, together with written evidence of the premium having been paid, are not delivered to Beneficiary at least five (5) days prior to the expiration of such insurance, Beneficiary shall have the right, but without obligation to do so, without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Deed of Trust, to obtain such insurance or like insurance through or from any insurance agency or company acceptable to it, pay the premium for such insurance, and add the amount of the premium to the loan secured by this Deed of Trust, and this amount shall bear interest at the applicable rate of interest set forth in the Obligations. Neither the Trustee nor Beneficiary shall be responsible for such insurance or for the collection of any insurance monies, or for any insolvency of any insurer or insurance underwriter. (c) In the event that the Property is sold to Beneficiary at any trustee's sale under this Deed of Trust (see paragraph (17), below), Trustor hereby assigns to Beneficiary all unearned premiums on all policies of insurance covering the Property and agrees that any and all unexpired insurance covering the Property shall inure to the benefit of and pass to Beneficiary at the time of such Trustee's sale.

(5) **INSURANCE PROCEEDS, CONDEMNATION PROCEEDS AND OTHER RECOVERIES:** (a) All settlements, awards, damages and proceeds received by Trustor or any other person under any fire, earthquake or other hazard insurance policy, for losses existing as of or occurring after the

effective date of this Deed of Trust, or in connection with any condemnation for public use of or injury to the Property (or any part of or interest in the Property) are assigned to Beneficiary and may, at the option of Beneficiary, be applied by Beneficiary as provided in section (c) of this paragraph (5). (b) All right, title and interest which Trustor now has or may later acquire in and to all causes of action, whether accrued before or after the date of this Deed of Trust, of any type for any damage or injury to the Property (or any portion of or interest in the Property), or adversely affecting the value of the Property (or any portion of or interest in the Property), including causes of action arising in tort or contract and causes of action in fraud or concealment of a material fact, are assigned to Beneficiary, and the proceeds of any such causes of action may, at the option of Beneficiary, be applied by Beneficiary as provided in section (c) of this paragraph (5). Subsequent to a default hereunder, which is not remedied during any applicable cure period, Beneficiary may, at its option, appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or settlement of any such action or proceeding. Trustor agrees to execute such further assignments of any settlements, awards, damages and causes of action as Beneficiary from time to time may reasonably request. (c) Subject to the further provisions of this paragraph (5), settlements, awards, proceeds and damages (collectively, "Awards") received by Beneficiary under the provisions of section (a) and section (b) of this paragraph (5), at the option of Beneficiary, may (i) be applied by Beneficiary to the outstanding balance due on the Obligations, or any other obligation secured by this Deed of Trust, in such order as Beneficiary may determine; (ii) be used by Beneficiary, without reducing the principal balance of the Obligations or any other obligation secured by this Deed of Trust, to replace, restore or reconstruct the Property to its condition just prior to the loss, as determined by Beneficiary; or (iii) any such amount may be divided in any manner among any such application, use or release. No such application, use or release of the Award shall cure or waive any default or invalidate any act done pursuant to any notice of such default, except to the extent such default is actually cured.

Trustor agrees to endorse in favor of Beneficiary any Award which is made payable to Trustor or to Beneficiary and Trustor and deliver same to Beneficiary immediately upon receipt. Notwithstanding anything herein to the contrary, the amount collected under any fire or other insurance policy may be applied by Beneficiary, first, to reimbursement of all costs of collection of the proceeds. Thereafter, the proceeds shall be applied to repair, replace, restore or construct the Property (hereafter collectively referred to as "Repair") to its physical condition immediately prior to the act or occurrence that caused the loss, damage or destruction, as the case may be, but only if (a) no default has occurred hereunder and is continuing and (b) the insurance proceeds (together with such additional funds as are required to be paid by Trustor pursuant to this paragraph), are sufficient for the Repair. Otherwise, at the election of Beneficiary, in Beneficiary's reasonable opinion and judgment, the proceeds may be applied to reduce the principal balance of the Obligations or any obligation secured hereby in such order as Beneficiary may determine, whether or not then due, unless such application is prohibited by applicable law, or be released to Trustor. Such application or release shall not cure or waive any default, except to the extent such default is actually cured, invalidate any act done pursuant to any notice of such default or extend due dates of payments or modify any obligations of Trustor.

Should insurance proceeds be used for Repair, Beneficiary may condition such application upon (a) evidence satisfactory to Beneficiary, in Beneficiary's discretion, that Trustor has sufficient additional funds on hand from its own financial resources as Beneficiary reasonably determines are necessary to pay all costs of Repair; (b) delivery of plans and specifications, executed construction contracts, and cost breakdowns satisfactory to Beneficiary, in its reasonable opinion and judgment; (c) establishment of a procedure satisfactory to Beneficiary for lien waivers and disbursement of funds, disbursement being conditioned upon Beneficiary having sufficient proceeds to pay the cost of Repair free of liens; and (d) evidence acceptable to Beneficiary that the Property after completion will be in at least the same condition as existed prior to the damage, destruction or loss, as the case may be, and that there has been no material adverse change in the financial condition of Trustor since the date of this Deed of Trust. In the event Trustor does not comply with the foregoing conditions within sixty (60) days of the casualty, Beneficiary may, at its option, use the proceeds to reduce the principal balance of the Obligations or pay any other obligation secured by this Deed of Trust.

(6) MAINTENANCE AND PRESERVATION OF THE PROPERTY:



(a) Trustor shall: (i) keep the Property, and every portion thereof, in good condition and repair and replace from time to time, or at any time, any Fixtures, or other items comprising the Property which may become obsolete or worn out, with Fixtures, or other items of at least the same utility, quality and value, each such replacement to be free of any liens or security interests of any kind or character other than the lien of this Deed of Trust, or any other document or instrument securing the indebtedness hereunder; (ii) not remove or demolish the Property, or any part thereof, except as part of alterations to the Property permitted hereunder; (iii) complete or restore promptly and in good and workmanlike manner the Property, or any part thereof, which may be damaged or destroyed; (iv) comply with and not suffer violations of (A) any and all laws, ordinances, rules, regulations, standards and orders, including, without limitation, making any alterations or additions required to be made to, or safety appliances and devices required to be installed or maintained in or about, the Property, or any portion thereof, under any such laws, ordinances, rules, regulations, standards or orders now or hereafter adopted, enacted or made applicable to the Property, or any portion thereof, and payment of any fees, charges or assessments arising out of or in any way related to treatment of the Property, or any portion thereof, as a source of air pollution, traffic, storm water runoff, or other adverse environmental impacts or effects, and (B) any and all covenants, conditions, restrictions, equitable servitudes and easements, whether public or private, of every kind and character, and (C) any and all requirements of insurance companies and any bureau or agency which establishes standards of insurability, which laws, covenants or requirements affect the Property and/or pertain to acts committed or conditions existing thereon, or the use, management, operation or occupancy thereof by Trustor and anyone holding under Trustor, including (but without limitation) such work of alteration, improvement or demolition as such laws, covenants or requirements mandate; (v) not commit or permit waste of the Property, or any portion thereof; (vi) do all other acts which from the character or use of the Property may be reasonably necessary to maintain, preserve and enhance its value, including, without limitation, keeping all plants, lawns and other landscaping in a good and thriving condition, and otherwise performing such appropriate upkeep and maintenance to the Property to insure that the Property, and each part thereof, is maintained in the manner and retains at all times the same appearance and condition, as exists as of the date of this Deed of Trust, reasonable wear and tear excepted, such upkeep to include, without limitation, appropriate measures to protect wood, stucco and concrete surfaces from weathering, deterioration and aging, and to protect from and immediately remove graffiti or other defacement from such surfaces; (vii) perform all obligations required to be performed in leases or conditional sales or like agreements affecting the Property or the operation, occupation or use thereof (and, if not previously assigned, in the event of default, all right, title and interest of Trustor under any such leases, conditional sales or like agreements shall be automatically assigned to Beneficiary hereunder, together with any deposits made in connection therewith); (viii) make payment of any and all charges, assessments or fees imposed in connection with the delivery, installation or maintenance of any utility services or installations on, to or for the Property, or any portion thereof; (ix) not create any deed of trust, liens or encumbrances upon the Property subsequent hereto, the parties hereby having specifically bargained in contemplation of the fact that any subsequent encumbrance upon the Property would adversely affect Beneficiary's reasonable security interests hereunder; (x) make no further assignment of rents of the Property; and (xi) execute and, where appropriate, acknowledge and deliver such further documents or instruments as Beneficiary or Trustee deem necessary or appropriate to preserve, continue, perfect and enjoy the security provided for herein, including (but without limitation) assignments of Trustor's interest in leases of the Property.

(b) Trustor shall not undertake or suffer to be made pursuant to section (a) of this paragraph (6), any material alterations, additions, repairs, expansions, relocations, remodeling or demolition of, or structural or other material changes in, any Improvements or Fixtures comprising the Property that would materially diminish the value of the Property except as permitted pursuant to the written consent of Beneficiary, which consent shall not be unreasonably withheld. All such work shall be performed promptly and in good and workmanlike manner, using first quality materials in conformity with plans and specifications approved in advance by Beneficiary, and shall be diligently prosecuted to completion free of liens and encumbrances, other than this Deed of Trust and any other document or instrument evidencing or securing the indebtedness secured hereby.



(c) Without limiting the generality of this paragraph (6), Trustor hereby warrants, represents and covenants to Beneficiary that Trustor, and to the best of Seller's knowledge, the Property, presently comply with, and will in the future comply fully with, all applicable federal, state and local laws, ordinances, rules and regulations, and all permits and approvals issued thereunder, affecting Trustor's qualification to do business, the construction of any improvements to be located upon the Property, the sale, operation, leasing or financing of the Property and the intended occupancy, use and enjoyment thereof, including, but not limited to, all applicable subdivision laws, licenses and permits, building codes, zoning ordinances, environmental protection laws, flood disaster laws, and all laws pertaining to industrial hygiene and the environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater condition. Trustor further warrants, represents and covenants that Trustor does not presently, and will not in the future, use, store, manufacture, generate, transport to or from, or dispose of any toxic substances, hazardous wastes, radioactive materials, flammable explosives or related material on or in connection with the Property or the business of Trustor on the Property; except as are expressly described in Exhibit "B" attached hereto and incorporated herein, and which are used, stored or maintained in full and complete compliance with all such laws ("Permitted Toxic Materials"). Trustor further warrants, represents and covenants to Beneficiary that Trustor does not presently, and will not, permit any lessee or other user of the Property to use, store, manufacture, generate, transport to or from, release or dispose of any toxic substances, hazardous materials, hazardous wastes, radioactive materials, flammable explosives or related materials on or in connection with the Property or the business of said lessee or other user of the Property, except as are permitted pursuant to Exhibit "B." Trustor further warrants, represents and covenants to Beneficiary that as to the Permitted Toxic Materials, Trustor or its lessee shall obtain and continue to maintain all necessary permits and approvals for the Permitted Toxic Materials, and comply with all laws, ordinances, rules and regulations, and all permits and approvals issued thereunder, pertaining thereto. ("Toxic substances," "hazardous materials" and "hazardous wastes" shall include, but not be limited to, such substances, materials and wastes which are or become regulated under applicable federal, state or local laws, ordinances, rules or regulations.) Without the prior written consent of Beneficiary, Trustor shall not seek, make or consent to any change in the zoning, conditions of use, or any other applicable land use permits, approvals or regulations pertaining to the Property, or any portion thereof, which would constitute a violation of the warranties, representations and covenants herein contained, or would otherwise impair the ability of Trustor to complete construction of any improvements now underway or to be constructed, constituting the Property, or would change the nature of the use or occupancy of the Property. Within five (5) days of (i) any contact from any federal, state, or local governmental agency concerning any environmental protection laws, including, but not limited to, any notice of any proceeding or inquiry with respect to the presence of any hazardous wastes, toxic substances or hazardous materials on the Property or the migration thereof from or to other property, (ii) any and all claims made or threatened by any third party against or relating to the Property concerning any loss or injury resulting from toxic substances, hazardous wastes, or hazardous materials, or (iii) Trustor's discovery of any occurrence or condition on any property adjoining or in the vicinity of the Property that could cause the Property, or any part thereof, to be subject to any restrictions on the ownership, occupancy, transferability, or loss of the Property under any federal, state, or local laws, ordinances, rules, or regulations, Trustor shall deliver to Beneficiary a report regarding such contact and setting forth in detail and describing any action which Trustor proposes to take with respect thereto, signed by Trustor.

(d) If Trustor has executed any unsecured agreement regarding hazardous materials containing any warranties and/or indemnities by Trustor in favor of Beneficiary pertaining to the presence or release of hazardous and/or toxic materials or other similar substances upon, within or from the Property (hereinafter "Hazardous Substances Indemnity"), then the covenants, duties, and liabilities of Trustor, and the rights and remedies of Beneficiary with respect to the subject of hazardous and/or toxic materials, shall be governed by the provisions of the Hazardous Substances Indemnity in addition to the provisions of this Deed of Trust; provided, however, that the provisions of the Hazardous Substances Indemnity shall prevail and exclusively govern the subject matter to the extent of any duplication, conflict or inconsistency between such provisions and the provisions of this Deed of Trust, and payment or performance of Trustor's obligations under said Hazardous Substances Indemnity shall not be secured by this Deed of Trust but shall be and remain unsecured obligations of Trustor, unless expressly otherwise therein provided.

(e) Trustor shall deliver to Beneficiary such affidavits, reports, certificates or other written instruments as may be requested by Beneficiary, in Beneficiary's sole and absolute opinion and judgment, pertaining to Trustor's compliance with this paragraph (6). Beneficiary may conclusively assume that the statements, facts, information and representations contained herein and/or in any affidavits, orders, receipts or other written instruments that are filed with Beneficiary or exhibited to it, are true and correct. Beneficiary may rely thereon without any investigation or inquiry. By accepting or approving anything required to be observed, performed, fulfilled, or given to Beneficiary pursuant to this paragraph (6), Beneficiary shall not be deemed to have warranted or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, or of Trustor's compliance with the terms of this Deed of Trust, and such acceptance or approval thereof shall not be or constitute any warranty or representation to anyone with respect thereto by Beneficiary.

(f) By acceptance of the Obligations or this Deed of Trust, Beneficiary agrees to cooperate, at no expense to Beneficiary, with Trustor in applying for and obtaining a parcel map amendment with respect to the Property, including through Beneficiary's execution of any such parcel map amendment, provided that such map amendment does not materially and adversely impact the Property.

(7) **LEGAL ACTIONS AND PAYMENT OF RELATED COSTS:** Trustor shall appear in and defend any action or proceeding that may, in Beneficiary's judgment, affect Beneficiary's security interest under this Deed of Trust or any of the rights or powers of Beneficiary or Trustee under this Deed of Trust. Whether or not Trustor so appears or defends, Trustor shall pay all costs and expenses, including, without limitation, cost of evidence of title and reasonable attorneys' fees, that are incurred by Trustor, Beneficiary or Trustee in any such action or proceeding in which Beneficiary or Trustee may appear, by virtue of being made a party defendant or otherwise, and irrespective of whether the interest of Beneficiary or Trustee in the Property is directly questioned by such action or proceeding or whether Beneficiary's rights or interests are otherwise adversely affected thereby, or whether Beneficiary is or shall become a party, including by way of intervention. Trustor promises and agrees to give Beneficiary notice in writing of the pendency of any such action or proceeding promptly, but in any event no later than five (5) days, after Trustor first obtains knowledge of the pendency of such action or proceeding. Trustor shall cooperate with Beneficiary in any action that is brought by Beneficiary to protect its security interest under this Deed of Trust. Trustor will, upon demand by Beneficiary, commence any action or proceeding reasonably required to protect or facilitate Beneficiary's recovery of Awards under paragraph (5) of this Deed of Trust. If Trustor fails to bring any such action or proceeding, then Beneficiary may, but need not, do so, and Trustor shall pay to Beneficiary all costs, expenses and reasonable attorneys' fees that are incurred by Beneficiary in doing so. Whenever, under this Deed of Trust, or any other document or instrument evidencing or securing the indebtedness secured hereby, Trustor is obligated to appear in and defend Beneficiary or defend or prosecute any action or proceeding, Beneficiary shall have the right of full participation in any such action or proceeding, with counsel of Beneficiary's choice, and all costs and expenses incurred by Beneficiary in connection with such participation (including, without limitation, reasonable attorneys' fees) shall be reimbursed by Trustor to Beneficiary immediately upon demand. In addition, Beneficiary shall have the right to approve any counsel retained by Trustor in connection with the prosecution or defense of any such action or proceeding by Trustor, which approval shall not be unreasonably withheld. All costs or expenses required to be reimbursed by Trustor to Beneficiary hereunder shall, if not paid upon demand by Beneficiary, thereafter bear interest at the applicable rate of interest set forth in the Loan Documents. As used herein, "proceeding" shall include litigation (whether by way of complaint, answer, cross-complaint, counter claim or third party claim), arbitration and administrative hearings or proceedings, and shall include commencement of any case or the filing of any petition for relief or other action under any Chapter of the U.S. Bankruptcy Code.

(8) **BENEFICIARY'S RIGHTS TO INSPECT THE PROPERTY:** Subject to the rights of tenants occupying all or any portion of the Property, Beneficiary and its agents, employees and contractors, may enter upon the Property at any reasonable time to inspect the Property for any purpose relating to Beneficiary's

rights and interests under the terms of this Deed of Trust, including, but not limited to, Trustor's compliance with the terms of paragraph (6).

(9) **SUBSTITUTION OF TRUSTEE:** From time to time, by an instrument signed and acknowledged by Beneficiary, and recorded in the Office of the Recorder of the County in which the Property is located, Beneficiary may appoint a substitute trustee or trustees in place of the Trustee. Such instrument shall refer to this Deed of Trust and shall set forth the date and instrument number or book and page of its recordation. Upon recordation of such instrument, the Trustee shall be discharged and the new trustee so appointed shall be substituted as Trustee under this Deed of Trust with the same effect as if originally named Trustee in this Deed of Trust. An instrument recorded pursuant to the provisions of this paragraph (9) shall be conclusive proof of the proper substitution of such new Trustee.

(10) **MISCELLANEOUS POWERS OF BENEFICIARY AND TRUSTEE:** In addition to any other powers granted in this Deed of Trust to the Trustee, from time to time, upon the written request of Beneficiary and upon the presentation of this Deed of Trust and any obligation secured by this Deed of Trust for endorsement, and without affecting any obligation secured by this Deed of Trust or the performance of the obligations set forth in this Deed of Trust, the Trustee may, without liability and without notice to any person: reconvey all or any part of the Property to Trustor, consent to the making of any map or plat of the Property, join in granting any easement on the Property, join in any agreement subordinating the lien of this Deed of Trust, release any obligation secured by this Deed of Trust, in whole or in part, with regard to any Trustor, extend or renew the Obligations or any other obligation secured by this Deed of Trust, accept or release any additional security under this Deed of Trust, or accept and release the guaranty of any additional person or any obligation secured by this Deed of Trust.

(11) **ASSIGNMENT AND COLLECTION OF RENTS:** (a) Trustor hereby assigns absolutely to Beneficiary the rents of the Property, with a revocable license to collect such rents as they become due and payable, prior to any default by Trustor under paragraph (14) of this Deed of Trust, being retained by Trustor. (b) Upon any default by Trustor under paragraph (14) of this Deed of Trust which default is not remedied during any applicable cure period, such license will, automatically, be deemed revoked without the necessity for any act or notice by Beneficiary, and Beneficiary, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and may collect the rents of the Property, and, after so taking possession, shall be entitled to collect any rents that are past due. Beneficiary has, however, no duty to produce rents from the Property nor any responsibility for pursuing or collecting claims or rights of Trustor. If Trustor, at or immediately prior to such taking of possession by or on behalf of Beneficiary, has operated a business upon the Property other than the rental thereof, the authority granted herein to so take possession of the Property shall also include the authority and power to take possession of the receipts of such business and, if appropriate, to operate such business, and the receipts thereof shall be deemed herein to be a form of rents. All rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and of collection of rents, including, but not limited to, costs and expenses of any receivership and reasonable attorneys' fees incurred by Beneficiary in connection with the receivership, and then to the Obligations and any other obligations secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received. (c) At any time, subsequent to a default hereunder, which default is not remedied during any applicable cure period, Trustor shall, on demand, deliver to Beneficiary from time to time all security deposits made by lessees to Trustor under the terms of any lease of all or part of the Property. These funds shall be held by Beneficiary without interest payable to Trustor and as a part of and commingled with Beneficiary's general funds. These funds, however, will be repayable to lessees pursuant to the provisions of the leases under which security deposits are made. In the event of any conflict between the provisions of this paragraph (11) and the provisions of a specific separate assignment of rents and/or assignment of lease(s), the provisions of the specific assignment(s) shall be deemed to govern over the provisions of this paragraph.

(12) **RECONVEYANCE OF THE PROPERTY:** Upon the written request of Beneficiary stating that the Obligations and all other obligations secured by this Deed of Trust have been discharged, and upon

surrender of this Deed of Trust, the Obligations or any other notes or instruments evidencing such other obligations to the Trustee, and upon payment of the Trustee's fees, the Trustee shall reconvey, without warranty, the Property or that portion of the Property then held by the Trustee under this Deed of Trust. The recitals in any such reconveyance of any matters or facts shall be conclusive proof of the truthfulness of such matters or facts. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." When the Property has been fully reconveyed, the last such reconveyance shall operate as a reassignment of all of the rents of the Property to the person or persons legally entitled to such rents. Five (5) years after issuance of such full reconveyance, the Trustee may destroy this Deed of Trust and any such notes, unless directed in such request to retain them.

(13) CHANGE OF BENEFICIARY'S RECORDS: In the event Trustor requests Beneficiary to change any of its records relating to the Property, the Obligations or this Deed of Trust (including, but not limited to, changes in mailing address or ownership of the Property), Trustor shall pay a reasonable fee prescribed by Beneficiary to so change its records.

ACCELERATION AND DEFAULT:

(14) CONDITIONS UNDER WHICH BENEFICIARY MAY DECLARE A DEFAULT BY TRUSTOR: A default under this Deed of Trust shall occur in the event that: (a) Trustor fails to pay when due: (i) any sum payable under the Obligations; or (ii) any sum the payment of which is required or secured by this Deed of Trust; (b) Trustor fails to perform any other obligation required to be performed by Trustor under this Deed of Trust or secured by this Deed of Trust; (c) the Property is or becomes subject to any proceedings for abatement of a public nuisance, and such proceedings are not dismissed within thirty (30) days of the date of commencement thereof; (d) any material information given to Beneficiary by Trustor, intended to or which does, in fact, induce the granting of any loan secured by this Deed of Trust, was not true in any respect when given, or any material information requested or required by Beneficiary is withheld or concealed by Trustor; (e) there is an event of default under any other agreement, document or instrument which further evidences or secures the Obligations, or which encumbers the Property; and/or (f) there is an event of default under any other agreement, document or instrument which further evidences or secures the loan secured by this Deed of Trust.

(15) BENEFICIARY'S RIGHT TO REQUIRE IMMEDIATE PAYMENT IN FULL: In the event: (a) of a default under this Deed of Trust, or (b) Trustor sells, transfers, grants, hypothecates, conveys, encumbers, alienates, or assigns (voluntarily, involuntarily, or by operation of law), enters into a contract of sale of, or leases (other than in the ordinary course of business on commercially reasonable terms and conditions), the Property, or any portion of the Property or any interest therein, or any interest in Trustor (each or all of the foregoing, a "Transfer"), Beneficiary may, at its option and without further notice to any person, declare the entire principal balance and any other obligations under the the Loan Documents and/or any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable. Trustor shall provide to Beneficiary a complete and exact duplicate copy of any contract providing for the transfer of any interest in the Property, or any deed of trust or similar instrument creating a lien or encumbrance on the Property, immediately upon the execution of any such contract, deed of trust, or other instrument. No waiver of Beneficiary's right to accelerate shall be effective unless it is in writing.

(16) BENEFICIARY'S RIGHT TO PERFORM ACTS TRUSTOR FAILS TO PERFORM AND INDEMNIFICATION:

(a) If Trustor fails to make any payment when due or to do any act required to be made or performed under this Deed of Trust, which failure is not remedied during any applicable express cure period, then Beneficiary or Trustee, without notice to or demand upon Trustor and without releasing Trustor from any obligation under this Deed of Trust, may, but are not required to, make or do the same in such manner and to such extent as either may deem necessary or desirable to protect the security of this Deed of Trust. Beneficiary and Trustee are authorized to (i) enter upon the Property for such purposes; (ii) appear in

and defend any action or proceeding purporting to affect the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee; and (iii) pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien, in whole, in part and/or in installments, which in the judgment of either Beneficiary or Trustee appears to be prior or superior to the lien of this Deed of Trust, the judgment of Beneficiary or Trustee being conclusive of the matter as among the parties to this Deed of Trust. In exercising the above powers, Beneficiary or Trustee may pay necessary costs and expenses, employ counsel, consultants, any other agents or independent contractors, and pay reasonable fees, compensation, and costs thereof. Trustor promises and agrees to pay immediately upon demand all amounts so expended by Beneficiary or Trustee (including all such costs, expenses and attorneys' fees) under this paragraph (16), together with any fees charged by Lender in regard to such activity by Lender and interest from the date of expenditure at the applicable rate of interest set forth in the Loan Documents, with payment of such amounts being secured by this Deed of Trust.

(b) Trustor hereby indemnifies and agrees to hold harmless Beneficiary and Trustee and their members, managers, partners, trustees, agents directors, officers, shareholders, agents and employees (individually and collectively the "Indemnitees") from and against: (i) any and all claims, demands, actions, liabilities, or causes of action that are asserted against any Indemnitee by any person or entity if the claim, demand, action, liability, or cause of action, directly or indirectly, relates to a claim, demand, action, liability, or cause of action that the person or entity has or asserts based upon, arising out of, or in connection with, the Property, the conduct of Trustor, or any action or non-action by Trustor in connection with the Property or this Deed of Trust; and (ii) any and all claims, liabilities, losses, costs, or expenses (including court costs and attorneys' fees) that any Indemnitee suffers or incurs as a result of the assertion of any such claim, demand, action, liability or cause of action. The foregoing indemnity shall survive the release of this Deed of Trust, whether such release is as a result of payment of the indebtedness secured hereby, foreclosure, acceptance of a deed in lieu of foreclosure, other action, or otherwise.

(17) TRUSTEE'S RIGHTS AND DUTIES TO SELL THE PROPERTY: (a) In the event of a default under this Deed of Trust by Trustor, which default is not remedied during any applicable cure period, Beneficiary may then or thereafter execute or cause the Trustee to execute a written notice of such default and of its election to have the Property sold to satisfy the obligations secured by this Deed of Trust. Such notice shall be recorded in the office of the Recorder of the County where the Property is located. (b) When the minimum period of time required by law following recordation of such notice of default has elapsed, and notice of sale having been given as then required by law, the Trustee, without demand upon Trustor, shall sell the Property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine, at public auction to the highest bidder for cash or a cash equivalent acceptable to Trustee, in lawful money of the United States, payable at time of sale. Beneficiary shall have the right, at its option, to offset Beneficiary's bid(s) to the extent of the total amount due Beneficiary, including but not limited to all Trustee's fees, costs, expenses (including, without limitation, premiums for guarantees or other evidence of title), and other amounts secured by this Deed of Trust. The Trustee may postpone the sale of all or any portion of the Property by public notice at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Additionally, Beneficiary, from time to time before any Trustee's sale, may rescind or cause to be rescinded any notice of default and election to sell or notice of sale by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations or notices of default and demand for sale of the Property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of the Loan Documents or any of the rights, obligations or remedies of Trustee to Beneficiary. (c) The Trustee shall deliver to the purchaser at such sale its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. (d) Any person, including Trustor, Beneficiary or Trustee may purchase at such sale. After deducting all costs, fees and expenses of the Trustee and of this Trust, including, without limitation, cost of evidence of title and attorneys' fees in connection with

the sale, the Trustee shall apply the proceeds of the sale to the payment of: first, all sums expended under the terms of this Deed of Trust not then repaid, with interest at the applicable rate of interest set forth in the Loan Documents; second, the payment of all other sums then secured by this Deed of Trust; and third, the remainder, if any, to the person or persons legally entitled to such proceeds.

(18) OTHER REMEDIES IF TRUSTOR DEFAULTS: (a) All of the remedies of Beneficiary and Trustee set forth in this Deed of Trust are intended to be in addition to and not in substitution for any other remedies available to Beneficiary or Trustee at law or in equity. It is expressly understood and agreed that Beneficiary or Trustee, or both, may bring suit in any court of competent jurisdiction to foreclose this Deed of Trust by judicial action or to obtain specific performance of the assignment of rents contained in this Deed of Trust. In connection with any such action, Beneficiary or Trustee may apply to the court for the appointment of a receiver to take possession of the Property, operate the business of Trustor being conducted on the Property, utilize and enforce all agreements of Trustor in respect of the operation of such business, the utilization of any such agreement being at the election of Beneficiary or the receiver, to be exercised at any time after declaration of a default hereunder, receive the rents of the Property and apply the same to the obligations of Trustor under this Deed of Trust and under the Loan Documents and any other obligations secured by this Deed of Trust. (b) Neither the acceptance of this Deed of Trust nor its enforcement in any manner shall prejudice the right of Beneficiary or Trustee to realize upon or enforce any other security now or later held by Beneficiary or Trustee. Trustor promises and agrees that the rights of Beneficiary and Trustee under this Deed of Trust, and with respect to any other security now or later held by Beneficiary, may be enforced in such order and manner as Beneficiary and Trustee, or either of them, may determine in their sole and absolute discretion.

(19) TRUSTOR'S OBLIGATIONS AND BENEFICIARY'S RIGHTS NOT WAIVED: By accepting payment of any sum secured by this Deed of Trust after its due date, or by accepting late performance of any obligation secured by this Deed of Trust, or by making any payment or performing any act on behalf of Trustor that Trustor was obligated to make or perform under this Deed of Trust but failed to make or perform, or by adding any payment so made by Beneficiary to the Obligations secured by this Deed of Trust, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare a default for failure to make any such prompt payment or to perform any such act. No failure or delay on the part of Beneficiary, Trustee, or any beneficiary of the Obligations or this Deed of Trust in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any such power, right or privilege shall preclude any other or further exercise thereof or of any other right, power or privilege. No exercise of any right or remedy of Beneficiary or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law. All rights and remedies existing under this Deed of Trust are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(20) SUCCESSORS IN INTEREST: The terms, agreements, and conditions contained in this Deed of Trust shall apply to, be binding upon and inure to the benefit of, all of the parties to this Deed of Trust, their heirs, personal representatives, successors and assigns.

(21) STATEMENTS CONCERNING THE STATUS OF THE LOAN: From time to time as required by law, Beneficiary shall furnish to Trustor such statements as may be required concerning the status of the obligations secured by this Deed of Trust. Trustor promises and agrees to pay upon demand for such statements the maximum amount permitted by law.

(22) TRUSTEE'S OBLIGATIONS: The Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. The Trustee is not obligated to notify any party to this Deed of Trust of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee is a party unless such action is brought by the Trustee. The Trustee shall not be obligated to perform any act required of it under this Deed of Trust unless the performance of such act is requested in writing and the Trustee is reasonably indemnified against loss, costs, liability and expense.

(23) OBLIGATIONS OF TRUSTOR ARE JOINT AND SEVERAL; GENDER AND NUMBER: If more than one person has executed this Deed of Trust as "Trustor," the obligations of all such persons under this Deed of Trust shall be joint and several. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(24) NO OFFSETS: No offset or claims which Trustor now or in the future may have against Beneficiary shall relieve Trustor from making payments or performing any other obligations contained in or secured by this Deed of Trust. Despite any right or option that may be granted to Beneficiary or Trustee by this Deed of Trust or in the evidence of any obligations secured by this Deed of Trust or document ancillary to this Deed of Trust to receive, collect, accept deposit of, use, apply or in any other manner obtain or dispose of any funds or property, the same shall not be deemed to constitute any credit against or to satisfy any obligation secured by this Deed of Trust, in whole or in part, unless and until such funds or property shall be both so obtained and expressly so applied by Beneficiary or Trustee to such satisfaction of such obligation and then only in the manner and to the extent of such application.

(25) GOVERNING LAW: The loan secured by this Deed of Trust is made pursuant to the laws of the State of California, and the rules and regulations promulgated thereunder. The loan contracts between the parties, including this Deed of Trust, shall be construed and governed by such laws, rules, and regulations.

(26) AGREEMENT CHANGED ONLY BY WRITING: This Deed of Trust cannot be changed except by agreement in writing signed by Trustor and Beneficiary.

(27) TIME: Time is of the essence in connection with all of Trustor's obligations under this Deed of Trust.

(28) NOTICE: Except for any notice required under applicable law to be given in another manner: (a) any notice to Trustor provided for in this Deed of Trust shall be addressed to Trustor at the address of Trustor set forth above, or to such other address as Trustor may designate by notice to Beneficiary pursuant to the terms of paragraph (28)(c), and (b) any notice to Beneficiary provided for in this Deed of Trust shall be addressed to Beneficiary at its address shown on the top of the first page of this Deed of Trust, and/or to such other address as Beneficiary may designate by notice to Trustor, pursuant to the terms of paragraph (28)(c).

Except as otherwise provided by law, all notices, requests, demands, directions, and other communications provided for in this Deed of Trust must be in writing mailed, telegraphed, delivered, or sent by telex, facsimile, cable or other form of electronic written communication to the appropriate party at its respective address. Any notice given by telegram, telex, facsimile, cable or other form of electronic written communication must be confirmed within forty-eight (48) hours by letter mailed or delivered to the appropriate party at its respective address. If any notice is given by mail it will be effective when deposited in the mails with first-class or airmail postage prepaid; if given by telegraph or cable, when delivered to the telegraph company with charges prepaid; if given by telex, facsimile or other form of electronic written communication, when sent; or if given by personal delivery, when delivered.

(29) TITLES, CAPTIONS, AND HEADINGS: The titles, captions, and headings to paragraphs contained in this Deed of Trust are for assistance in identification only and are not to be considered part of the substance of the provisions of this Deed of Trust.

(30) SEVERABILITY OF PROVISIONS: If any paragraph, clause or provision of this Deed of Trust is construed or interpreted by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so construed or interpreted and shall not affect the remaining paragraphs, clauses and provisions of this Deed of Trust.

(31) **ACKNOWLEDGMENT OF TRUSTOR'S UNDERSTANDING OF DEED OF TRUST:** The foregoing terms, provisions and conditions of this Deed of Trust have been read and are understood by Trustor. Trustor hereby acknowledges receipt of a copy of this Deed of Trust.

(32) **BENEFICIARY'S RELIANCE:** The financial accommodations made or to be made by Beneficiary to Trustor are being made, renewed or extended, as applicable, by Beneficiary to Trustor at the request and urging of Trustor and this Deed of Trust is being given in consideration of such financial accommodations, and Beneficiary may rely upon the validity and enforceability of this Deed of Trust in making such financial accommodations.

(33) **SECURITY AGREEMENT:**

(a) **Security Interest and Fixture Filing.** This Deed of Trust shall also constitute and serve as a security agreement and financing statement for Fixtures, and any of the Property in which a security interest can be perfected under and within the meaning of Division 9 of the California Uniform Commercial Code, and shall grant to Beneficiary, until the obligations secured hereby shall be satisfied, a security interest, including but not limited to a fixture filing, pursuant to Division 9 of the California Uniform Commercial Code with respect to the Fixtures. To this end, Trustor shall and hereby does grant to Beneficiary, a security interest in, under and to the Fixtures, and any of the Property in which a security interest can be perfected under Division 9 of the California Uniform Commercial Code.

(b) **Financing Statements.** Trustor shall deliver to Beneficiary, in form and substance satisfactory to Beneficiary, such financing statements and further assurances as Beneficiary may, from time to time, require to create, perfect, and preserve Beneficiary's security interest herein granted, and Beneficiary may cause such financing statements and assurances to be recorded and filed at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest.

(c) **Remedies on Default.** Upon default, Beneficiary may, at its option: (i) exercise any remedy permitted by law or in equity, including without limitation, all the rights and remedies of a secured party under the California Uniform Commercial Code in any jurisdiction where enforcement is sought, whether in California or elsewhere; (ii) notify any parties obligated on any of the Fixtures to make payment to Beneficiary and enforce collection thereof; (iii) apply any sums received or collected from or on account of any Fixtures, including the proceeds of any sales thereof, to the payment of any indebtedness of Trustor to Beneficiary in any order, including the costs and expenses incurred in preserving and enforcing the rights of Beneficiary and attorneys' fees, in such order and manner as Beneficiary in Beneficiary's sole discretion determines. All of Beneficiary's rights and remedies shall be cumulative and not exclusive.

(d) This Deed of Trust shall constitute a fixture filing under the California Uniform Commercial Code. Beneficiary's address from which information concerning Beneficiary's security interest can be obtained is set forth in paragraph (28) above, subject to change as therein provided.

(34) **SALE OF INTEREST:** Trustor acknowledges and accepts that Beneficiary may, at any time, in Beneficiary's sole discretion sell all or any portion of Beneficiary's interest in the Obligations and this Deed of Trust to one or more third parties. The sale of all or any part of Beneficiary's interest in the Obligations or Deed of Trust shall not relieve Trustor of any of Trustor's obligations hereunder.

(35) **SEPARATE PROPERTY:** Any married person executing this Deed of Trust in an individual capacity agrees that recourse may be had to his or her separate property for satisfaction of all sums secured under this Deed of Trust.

(36) **BOOKS AND RECORDS:** Trustor shall keep and maintain at all times at Trustor's address stated above, or at such other place as Beneficiary may approve in writing from time to time, complete and accurate books or accounts and records adequate to reflect correctly the results of the operation of the Property

and copies of all written contracts, leases, rental agreements, concessions, licenses, and other documents and instruments which affect the Property, or any portion thereof or interest therein. Such books, records, contracts, leases, documents, and other instruments shall be subject to examination and inspection by Beneficiary, or Beneficiary's agents or designated auditors, at any reasonable time and from time to time. Promptly upon request, Trustor shall furnish a rent schedule for the Property, certified by Trustor, showing the name of each tenant and, for each tenant, the space occupied, the expiration date of the lease or rental agreement, the rent payable and the rent paid, the security deposit held, and such other information regarding the leasing of the Property as Beneficiary shall require.

(37) INSPECTION, APPRAISAL, AND ASSESSMENTS: Beneficiary may, at any time and from time to time and as and when Beneficiary deems it to be appropriate, whether or not Trustor is then in default, (a) enter upon the Premises, directly or through one or more agents or independent contractors, to inspect any and all Property which is security for the obligations herein described, subject to the rights of tenants occupying all or any portion of the Property, and (b) cause to be performed and prepared one or more appraisals and/or preliminary or other environmental assessments of the Property, or any portion thereof, in form and content satisfactory to Beneficiary and meeting all requirements or standards of applicable laws, regulations, ordinances, orders, and generally recognized industry standards relating thereto; provided, however, environmental assessments shall only be performed subject to the Environmental Indemnity. All costs and expenses incurred by Beneficiary or Trustee in connection with any such inspection, appraisal, or assessment, shall be payable by Trustor upon demand and shall be secured by this Deed of Trust. All reports and other evidence and work papers relating to such inspections, appraisals, and assessments, shall be and remain the sole property of Beneficiary, and Trustor hereby waives any right which Trustor may have by agreement or by operation of law to receive an original or duplicate thereof. Any appraisal or assessment may, at Beneficiary's sole election, be relied upon by Beneficiary in taking any action Beneficiary deems to be necessary or appropriate in connection with the enforcement of its rights and exercise of remedies under or by virtue of this Deed of Trust, or under any obligation secured hereby, or under any separate obligation pertaining to the Property, or in connection with the protection, maintenance, preservation, remediation, restoration, or repair of the Property. Unless Beneficiary otherwise expressly declares in writing, neither said appraisal nor assessment shall constitute conclusive evidence of the value or condition of the Property or as a representation or warranty by Beneficiary as to the value or condition of the Property, and may not be used or relied upon by Trustor for any purpose.

(38) GUARANTOR ISSUES: To the extent that this Deed of Trust is deemed to constitute a guaranty for any purpose, or if Trustor is deemed for any purpose to be a surety, the provisions of this paragraph 38 will apply. Trustor acknowledges that Trustor may have certain rights under applicable law which, if not waived by Trustor, might provide Trustor with defenses against Trustors' liability under this Deed of Trust. Among those rights, are certain rights of subrogation, reimbursement, indemnification and contribution, and rights provided in sections 2787 to 2855, inclusive, of the California Civil Code. Trustor waives all of Trustor's rights of subrogation, reimbursement, indemnification, and contribution, and any other rights and defenses that are or may become available to Trustor by reason of any or all of California Civil Code sections 2787 to 2855, inclusive, including, without limitation, Trustor's rights:

(a) To require Lender to notify Trustor of any default by Borrower, provide Trustor with notice of any sale or other disposition of security for any obligations secured by this Deed of Trust, disclose information with respect to the obligations secured by this Deed of Trust, Borrower, or any other guarantor, co-signer or endorser, or with respect to any collateral;

(b) That Trustor's obligation under this Deed of Trust must be commensurate with that of Borrower;

(c) To be discharged based upon the absence of any liability of Borrower, at any time, by virtue of operation of law, or otherwise, or due to any other disability or defense of Borrower or any other Trustor, endorser or co-signer;

(d) To be discharged if any of the terms, conditions or provisions of the obligations secured by this Deed of Trust are altered in any respect;

(e) To be discharged upon acceptance by Lender of anything in partial satisfaction of the obligations secured by this Deed of Trust, and/or if Lender designates the portion of the obligations secured by this Deed of Trust to be satisfied;

(f) To be discharged upon any modification of the obligations secured by this Deed of Trust or the release by Lender of Borrower or any other guarantor, endorser or co-signer;

(g) To require Lender to proceed against Borrower, or any other guarantor, endorser, co-signer, or other person, or to pursue or refrain from pursuing any other remedy in Lender's power;

(h) To receive the benefit of or participate in any and all security for repayment and/or performance of the obligations secured by this Deed of Trust;

(i) To have any security for the obligations secured by this Deed of Trust first applied to satisfy or discharge the obligations secured by this Deed of Trust;

(j) That any arbitration award rendered against Borrower not constitute an award against Trustor;

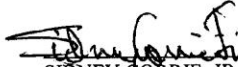
(k) To be discharged based upon any failure by Lender to perfect or continue perfection of any lien, use due diligence to collect all or any part of any obligations secured by this Deed of Trust, or if recovery against Borrower becomes barred by any statute of limitations, or if Borrower is not liable for any deficiency after Lender realizes upon any collateral; and


(l) To be discharged due to the release or discharge of any collateral for any obligations secured by this Deed of Trust or guaranty, or relating to the validity, value or enforceability of any collateral.

Trustor also waives all rights and defenses that Trustor may have because the Borrower's debt is secured by real property. This means, among other things: (1) Lender may collect from Trustor without first foreclosing on any real or personal property collateral pledged or assigned by Borrower; (2) If Lender forecloses on any real property collateral pledged by the Borrower: (A) The amount of the debt may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price, (B) Lender may collect from Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because Borrower's debt is secured by real property. These rights and defenses include, but are not limited to, any rights or defenses directly or indirectly based upon Section 580a, 580b, 580d, or 726 of the California Code of Civil Procedure. Trustor also waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for a guaranteed obligation, has destroyed Trustor's rights of subrogation and reimbursement against the principal by the operation of Section 580d of the California Code of Civil Procedure or otherwise.

THE UNDERSIGNED TRUSTOR REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND ANY NOTICE OF SALE HEREUNDER BE MAILED TO TRUSTOR AT TRUSTOR'S ADDRESS SET FORTH ABOVE.

("Trustor")



SIDNEY CORRIE, JR.


[ALL SIGNATURES MUST BE ACKNOWLEDGED]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of Contra Costa)
On 6/26/14 before me, S. Hubbard Notary Public
Date Here Insert Name and Title of the Officer
Notary Public, personally appeared _____
Name(s) of Signer(s)
Sidney Conic Jr.

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 [Signature]
Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"
(Legal Description)

EXHIBIT A

Order No.: FCLA-3861400854

For APN/Parcel ID(s): 197-050-029

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

LOT 38, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997 IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION AS, DESCRIBED IN THE GRANT DEED RECORDED September 9, 1999, SERIES NO. 1999-0240662-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 40, AS SHOWN ON THE MAP OF SAID SUBDIVISION 7452 (397 M 31); THENCE FROM SAID POINT OF BEGINNING, ALONG THE NORTHERLY LINE OF SAID LOT 40 SOUTH 59° 34' 37" WEST 87.64 FEET TO THE NORTH LINE OF LOT 39, AS SAID LOT 39 IS SHOWN ON SAID SUBDIVISION 7452 (397 M 31); THENCE ALONG THE NORTHERLY LINE OF SAID LOT 39 NORTH 72° 38' 18" WEST 38.26 FEET; THENCE NORTH 90° 00' 00" WEST 30.00 FEET; THENCE LEAVING THE NORTHERLY LINE OF SAID LOT 39 NORTH 70° 00' 00" EAST 44.86 FEET; THENCE NORTH 80° 00' 00" EAST 101.47 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL TWO:

A PORTION OF LOT 32, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997

EXHIBIT A

(continued)

IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS AND AS DESCRIBED IN THE DEED RECORDED ON September 9, 1999, SERIES NO. 1999-0240660-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF SAID LOT 32; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE WEST LINE OF SAID LOT 32 SOUTH 28° 22' 00" EAST 115.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING, LEAVING SAID WEST LINE SOUTH 44° 04' 04" EAST 22.88 FEET; THENCE SOUTH 59° 33' 27" EAST 14.00 FEET; THENCE SOUTH 67° 00' 00" EAST 142.40 FEET TO SAID WEST LINE OF LOT 32; THENCE ALONG SAID WEST LINE SOUTH 84° 00' 00" WEST 2.06 FEET; THENCE NORTH 67° 00' 00" WEST 160.87 FEET; THENCE NORTH 28° 22' 00" WEST 18.78 FEET TO THE TRUE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL THREE:

A PORTION OF LOT 37, AS SHOWN ON THE MAP OF SUBDIVISION 7452, FILED December 30, 1997 IN BOOK 397 OF MAPS AT PAGE 31, CONTRA COSTA COUNTY RECORDS AND ALSO DESCRIBED IN THE DEED RECORDED ON September 9, 1999, SERIES NO. 1999-0240661-00, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID LOT 37; THENCE FROM SAID POINT OF BEGINNING ALONG THE WEST LINE OF SAID LOT 37 NORTH 53° 30' 00" WEST 79.30 FEET; THENCE NORTH 11° 35' 00" WEST 78.54 FEET; THENCE NORTH 17° 44' 32" EAST 147.66 FEET TO THE NORTH LINE OF SAID LOT 37; THENCE ALONG SAID NORTH LINE SOUTH 72° 15' 28" EAST 29.11 FEET; THENCE LEAVING SAID NORTH LINE SOUTH 17° 44' 32" WEST 32.17 FEET; THENCE SOUTH 07° 25' 09" WEST 31.00 FEET; THENCE SOUTH 13° 40' 47" EAST 45.00 FEET; THENCE SOUTH 22° 07' 06" EAST 33.00 FEET; THENCE SOUTH 40° 36' 53" EAST 40.00 FEET; THENCE



EXHIBIT A

(continued)

SOUTH 17° 36' 27" WEST 94.25 FEET TO THE POINT OF BEGINNING.

RESERVING THEREFROM ALL OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES BELOW A POINT 500 FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO TAKE, REMOVE, MINE, PASS THROUGH AND DISPOSE OF ALL SAID OIL, GAS, CASINGHEAD GASOLINE AND OTHER HYDROCARBON AND MINERAL SUBSTANCES, BUT WITHOUT ANY RIGHT WHATSOEVER TO ENTER UPON THE SURFACE OF SAID LAND OR UPON ANY PART OF SAID LAND WITHIN 500 FEET THEREOF.

EXCEPTING THEREFROM:

RIGHTS RESERVED IN THE DEED FROM HARRY H. MAGEE, JR., ET AL, RECORDED September 23, 1965, BOOK 4958, OFFICIAL RECORDS, PAGE 669, AS FOLLOWS:

"SAVING AND EXCEPTING AND RESERVING FROM THE ABOVE DESCRIBED REAL PROPERTY UNTO SAID GRANTORS, THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, AS TO EACH A ONE-HALF INTEREST IN AND TO 60% OF ALL MINERALS, OIL, GASOLINE AND OTHER HYDROCARBON SUBSTANCES, NOW OR AT ANY TIME HEREAFTER UNDERLYING THE SURFACE OF SAID DESCRIBED PREMISES AND LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY FROM THE SURFACE OF THE GROUND, TOGETHER WITH THE RIGHT TO EXPLORE FOR, PRODUCE, EXTRACT AND TAKE SAID MINERALS AND HYDROCARBON SUBSTANCES FOR ALL STRATA LYING BELOW 500 FEET."

"NOTHING HEREINABOVE CONTAINED SHALL BE CONSTRUED TO MEAN THAT GRANTORS RESERVE HEREBY ANY SURFACE RIGHTS OR ANY RIGHTS TO STRATA LYING BETWEEN THE SURFACE OF THE GROUND AND 500 FEET."

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT FOR WATER TRANSMISSION PIPE LINES, WITH INCIDENTS THERETO, APPURTENANT TO LOT 38, SUBDIVISION 7452, FILED December 30, 1997, BOOK 397 OF MAPS, PAGE 31, CONTRA COSTA COUNTY RECORDS, OVER THAT PORTION OF LOT 32 OF SUBDIVISION 7452 DESIGNATED AS "WELL EASEMENT" ON SAID MAP.

PARCEL FIVE:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL ONE, HEREINABOVE DESCRIBED, OVER ALL OF PARCEL D, SUBDIVISION 7452, FILED December 30, 1997, BOOK 397 OF MAPS, PAGE 31, CONTRA COSTA COUNTY RECORDS.

EXHIBIT "B"
(Permitted Toxic Materials)

Trustor shall not permit there to be any hazardous and/or toxic materials at, on, in, around and/or under the Property and improvements, other than those as used in the regular course of business and for which Trustor (or the user) has licenses from the proper authority (if required by applicable law), such as a government agency or regulatory body, and further, notwithstanding the foregoing, Trustor hereby expressly covenants, represents and warrants to Lender that all such materials shall be used or stored in strict compliance with the provisions as set forth in paragraph (6)(c) of the Deed of Trust for compliance with all state and federal laws, rules, regulations, relating to or governing the use, storage and/or presence of toxic and/or Hazardous Substances Indemnity (as defined below).

Notwithstanding any provisions to the contrary contained in this Exhibit "B" and paragraph (6)(c) of the Deed of Trust, in the event Trustor has executed any unsecured Hazardous Substances Indemnity Agreement ("Hazardous Substances Indemnity") in favor of Lender pertaining to the presence or release of hazardous and/or toxic materials or other similar substances upon, within or from the Property, then the covenants, duties and liabilities of Trustor, and the rights and remedies of Lender with respect to the subject of hazardous and/or toxic materials, shall be governed by the provisions of the Hazardous Substances Indemnity in addition to the provisions of the Deed of Trust; provided, however, that the provisions of said Hazardous Substances Indemnity shall prevail and exclusively govern the subject matter to the extent of any duplication, conflict or inconsistency between such provisions and the provisions of this Deed of Trust, and payment or performance of Trustor's obligations under said Hazardous Substances Indemnity shall not be secured by this Deed of Trust, but shall be and remain unsecured obligations of Trustor.