

WHEN RECORDED RETURN TO:

Keillor Capital, Inc.
2429 W. Coast Hwy., Suite 210
Newport Beach, CA 92663
Attn: Operations

202033-LT

<p>DOCUMENT TITLES:</p> <p>DEED OF TRUST (WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING)</p> <p>REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:</p> <p>GRANTORS:</p> <p>Douglas K. Beplate and Wendy Opal Harper, a married couple</p> <p>GRANTEES:</p> <p>FIRST AMERICAN TITLE INSURANCE COMPANY, a Washington title insurance company (TRUSTEE)</p> <p>RPB ROTH IRA LLC, AS TO AN UNDIVIDED 80.00% INTEREST; AND ERIC KEILLOR AND DEBORAH KEILLOR, TRUSTEES OF THE KEILLOR FAMILY TRUST DATED 1-10-13, AS TO AN UNDIVIDED 20.00% INTEREST; OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, AS BENEFICIARIES (BENEFICIARIES)</p> <p>ABBREVIATED LEGAL DESCRIPTION:</p> <p>Lot 4, Short Plat No. 32-87, approved October 16, 1987, recorded October 20, 1987 in Book 7 of Short Plats, page 191, under Auditor's File No. 871020011</p> <p>TAX PARCEL NUMBER:</p> <p>350319-0-011-0200/P34488</p>

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

Keillor Capital, Inc.
2429 W. Coast Hwy., Suite 210
Newport Beach, CA 92663
Attn: Operations

APN: 350319-0-011-0200/P34488

(Space Above For Recorder's Use)

**DEED OF TRUST
(WITH ASSIGNMENT OF LEASES AND RENTS,
SECURITY AGREEMENT AND FIXTURE FILING)
(12481 Persons Road, Bow, WA 98232)**

THIS DEED OF TRUST (WITH ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING) is made as of September 23, 2021 by Douglas K. Beplate and Wendy Opal Harper, a married couple (the "Grantor"), to First American Title Insurance Company, a Washington title insurance company, as trustee (the "Trustee"), for the benefit of RPB Roth IRA LLC, as to an undivided 80.00% interest; and ERIC KEILLOR and DEBORAH KEILLOR, Trustees of THE KEILLOR FAMILY TRUST dated 1-10-13, as to an undivided 20.00% interest; or their respective successors or assigns, as beneficiaries (collectively, the "Beneficiary"). The respective addresses of Grantor, Trustee and Beneficiary are set forth in Section 5.05.

THIS DEED OF TRUST is given, among other things, for the purpose of securing a loan (the "Loan") from Beneficiary, as lender, to Grantor, as borrower, the proceeds of which are to be used to, among other things, to finance a portion of that certain real property located in the County of Skagit, State of Washington, which real property is more particularly described in Exhibit A attached hereto and by this reference incorporated herein (the "Land").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Grantor, as Grantor, hereby irrevocably grants, bargains, sells, transfers, conveys and assigns to Trustee, as trustee, and its successors and assigns, **IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION**, for the benefit and security of Beneficiary, as beneficiary, under and subject to the terms and conditions hereinafter set forth, the Land;

TOGETHER WITH any and all buildings and improvements now or hereafter erected on the Land including, without limitation, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings and improvements (the "Improvements"), all of which are deemed and construed to be a part of the realty (the Land and the Improvements are collectively referred to herein as the "Premises");

TOGETHER WITH all Leases (as defined in Section 2.01 below) and all Rents (as defined in Section 2.01 below); now or hereafter existing;

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Grantor now has or may hereafter acquire in the Premises;

TOGETHER WITH all right, title, and interest of Grantor in (a) the property and interests in property described on Exhibit B attached hereto and incorporated herein by reference, (b) all other personal property now or hereafter owned by Grantor that is now or hereafter located on or used in connection with the Premises, (c) all other rights and interests of Grantor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Premises, and (d) all proceeds thereof (such personal property and proceeds are collectively referred to in this Deed of Trust as the "Personal Property");

TOGETHER WITH all easements, rights-of-way and rights now owned or hereafter acquired by Grantor used in connection therewith, benefitting, or as a means of access thereto, including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto, and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all leasehold estate, right, title and interest of Grantor in and to all leases, subleases, licenses, franchises and other agreements covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Grantor thereunder including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Grantor in and to any greater estate in the Premises;

TOGETHER WITH all right, title and interest of Grantor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Premises, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Premises;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, both in law and in equity, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Grantor now has or may hereafter acquire in the Premises, and any and all awards made for the taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Trust Estate (as hereinafter defined), including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages.

TOGETHER WITH all proceeds of the foregoing the entire Land, Improvements, Leases, Rents, Personal Property, and all other estate, property and interest hereby conveyed to Trustee as described above, and all proceeds thereof, shall hereafter be collectively referred to as the "Trust Estate;"

FOR THE PURPOSE OF SECURING:

- (a) payment of all principal, interest, prepayment fees and other charges, late charges and loan fees, and all other sums owing under or evidenced by that certain Promissory Note Secured by Deed Of Trust (the "Note") of even date herewith in the maximum principal amount of SIX HUNDRED TWENTY FIVE THOUSAND and 00/100 DOLLARS (\$625,000.00), executed and delivered by Grantor, as borrower, to the order of Beneficiary, as lender and holder, which Note and any and all modifications, extensions, renewals and replacements thereof are by this reference hereby made a part hereof;
- (b) payment of all sums advanced by Beneficiary to protect the Trust Estate, with interest thereon from the date of the advance at the Interest Rate (and as applicable, the Default Rate) (defined in the Note);
- (c) payment of all other sums, with interest thereon, which may hereafter be loaned or advanced to Grantor, or its successors or assigns, by Beneficiary, or its successors or assigns whether evidenced by a promissory note or notes or other instruments or documents executed by Grantor reciting that they are secured by this Deed of Trust, or otherwise pursuant to a writing signed by Grantor and Beneficiary;
- (d) performance of every obligation, covenant or agreement of Grantor contained herein and in the Note, and any other documents, instruments, and agreements that evidence, secure, or relate to the loan evidenced by the Note (the "Loan") (collectively, including without limitation the Note and this Deed of Trust, the "Loan Documents"). And all supplements, amendments and modifications thereto and all extensions and renewals thereof;
- (e) performance of every obligation, covenant and agreement of Grantor contained in any agreement now or hereafter executed by Grantor which recites that the obligations thereunder are secured by this Deed of Trust; and
- (f) compliance with and performance of each and every material provision of any declaration of covenants, conditions and restrictions pertaining to the Trust Estate or any portion thereof.

Notwithstanding the above or anything in this Deed of Trust to the contrary, however, this Deed of Trust does not and shall not secure (i) Grantor's obligations under any separate environmental indemnity agreement, (ii) any third party or separate guaranty of the Loan or Grantor's other obligations, or (iii) any other loan document that specifically states that it is not secured by this Deed of Trust. All initially capitalized terms used herein without definition are as defined in the

Note. The rate of interest which shall be payable on the obligation evidenced by the Note and secured hereunder may vary from time to time.

**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR
HEREBY COVENANTS AND AGREES AS FOLLOWS:**

**ARTICLE I
COVENANTS AND AGREEMENTS OF GRANTOR**

1.01 Payment of Secured Obligations. Grantor shall pay when due the principal of and the interest on the indebtedness evidenced by the Note, all charges, fees and other sums as provided in the Loan Documents (including, without limitation, any prepayment fee); the principal of and interest on any future advances secured by this Deed of Trust; and the principal of and interest on any other indebtedness secured by this Deed of Trust.

1.02 Warranty of Title. Grantor represents and warrants the Grantor has good, marketable and indefeasible fee simple title to the Trust Estate and has the full power, authority and right to execute, deliver and perform its obligations under this Deed of Trust and to acquire, encumber, mortgage, give, grant, bargain, sell, alienate, convey, confirm, pledge, assign, hypothecate and grant a security interest in the Trust Estate and that Grantor possesses an unencumbered fee estate in the Premises and the Improvements, and that it owns the Trust Estate free and clear of all liens, encumbrances and charges whatsoever, except as may be permitted by the terms of this Deed of Trust. Grantor further represents and warrants that this Deed of Trust is and will remain a valid and enforceable lien on and security interest in the Trust Estate, subject only to the Permitted Exceptions. Grantor shall warrant, defend and preserve such title and the validity and priority of the lien of this Deed of Trust and shall warrant and defend such title, validity and priority to Beneficiary against the claims of all persons whomsoever.

1.03 Maintenance, Repair, Alterations, and Compliance with Laws. Grantor shall keep the Trust Estate in good condition and repair; Grantor shall not remove, demolish or substantially alter any of the Improvements except upon the prior written consent of Beneficiary; Grantor shall complete promptly and in a good and workmanlike manner any Improvement which may be now or hereafter constructed on the Land and promptly restore in like manner any portion of the Improvements which may be damaged or destroyed thereon (excepting any planned removals, demolition, alterations, clear and grub, which are part of Grantor's plan for the Premises, as approved by Beneficiary and as provided under such permits or other authorizations as have been duly obtained from the applicable governmental agencies), and pay when due all claims for labor performed and materials furnished therefor; Grantor shall comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Trust Estate or any part thereof or requiring any alterations or improvements, and the requirements of insurance companies and any bureau or agency which establishes standards of insurability; Grantor shall not commit or permit any waste or deterioration of the Trust Estate, and shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; Grantor shall not commit, suffer or permit any act to be done in or upon the Trust Estate in violation of any law, ordinance or regulation; and Grantor shall do all other acts which from the character or use of the Trust Estate may be reasonably necessary to maintain and preserve its value. Grantor shall not apply for any change to or change the zoning affecting the Premises,

which Beneficiary shall not unreasonably withhold, delay, or condition. Grantor shall not drill or extract or enter into any lease for the drilling for or extraction of oil, gas or other hydrocarbon substances or any mineral of any kind or character on or from the Trust Estate or any part thereof without first obtaining Beneficiary's written consent.

1.04 Required Insurance. Grantor shall at all times provide, maintain and keep in force or cause to be provided, maintained and kept in force, at no expense to Trustee or Beneficiary, all policies of insurance that are required pursuant to the Note or other Loan Documents, or that are otherwise reasonably required by Beneficiary. The insurers, coverages, endorsements, certificates, liability limits and all other matters relating to such insurance policies, if any, shall be subject to the requirements set forth in the Note which is incorporated herein by this reference.

1.05 Delivery of Policies, Payment of Premiums.

(a) At Beneficiary's option all policies of insurance must either have attached thereto a Beneficiary's loss payable endorsement for the benefit of Beneficiary in form satisfactory to Beneficiary or must name Beneficiary and Keillor Capital, Inc. as named additional insureds (in each case, in accordance with the requirements of the Note). At Beneficiary's option, Grantor shall furnish Beneficiary with an original of all policies of insurance required under Section 1.04 above or a certificate of insurance for each required policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number and the period of coverage (and subject to any further requirements set forth in the Note). If Beneficiary consents, Grantor may provide any of the required insurance through blanket policies carried by Grantor and covering more than one location, or by policies procured by a party holding under Grantor; provided, however, all such policies must be in form and substance and issued by companies reasonably satisfactory to Beneficiary. At least thirty (30) days prior to the expiration of each required policy, Grantor shall deliver to Beneficiary evidence satisfactory to Beneficiary of the payment of premium and the renewal or replacement of such policy continuing insurance in the form required by this Deed of Trust. All such policies must contain a provision that, notwithstanding any contrary agreement between Grantor and an insurance company, such policies will not be cancelled, allowed to lapse without renewal, surrender, reduced in scope or limits of coverage or otherwise materially amended, without at least thirty (30) days' prior written notice to Beneficiary.

(b) In the event Grantor fails to provide, maintain, keep in force or deliver to Beneficiary the policies of insurance required by this Deed of Trust or by any Loan Document, Beneficiary may (but has no obligation to) procure such insurance or single-interest insurance for such risks covering Beneficiary's interest, and Grantor will pay all premiums thereon promptly upon demand by Beneficiary, and until such payment is made by Grantor, the amount advanced by Beneficiary with respect to all such premiums will become amounts due, owing and secured hereunder and bear interest at the Default Rate.

1.06 Casualties; Insurance Proceeds. Grantor shall give prompt written notice thereof to Beneficiary after the occurrence of any casualty to or in connection with the Trust Estate or any part thereof, whether or not covered by insurance. In the event of such casualty, all proceeds of insurance must be payable to Beneficiary, and Grantor hereby authorizes and directs any

affected insurance company to make payment of such proceeds directly to Beneficiary. If Grantor receives any proceeds of insurance resulting from such casualty, Grantor shall promptly pay over such proceeds to Beneficiary. Beneficiary is hereby authorized and empowered by Grantor to settle, adjust or compromise any and all claims for loss, damage or destruction under any policy or policies of insurance. In the event of any damage or destruction of the Premises, Beneficiary shall apply all loss proceeds remaining after deductions of all expenses of collection and settlement thereof, including, without limitation, reasonable attorneys' and adjustors' fees and expenses, to the restoration of the Improvements but only as repairs or replacements are effected and continuing expenses become due and payable; provided that the following conditions are met: (a) no event of default exists; (b) Beneficiary has determined, in its sole discretion, that the damage or destruction can be repaired and that the damaged portion of the Improvements can be restored with the insurance proceeds; (c) Beneficiary and all applicable governmental authorities have approved the final plans and specifications for reconstruction of the damaged portion of the Improvements; (d) Beneficiary has approved, for the reconstruction of the damaged portion of the Improvements, in its sole discretion, the budget, the construction schedule and the construction contract; and (e) Beneficiary has determined, in its sole discretion, that after the reconstruction work is completed, the value of the Project will not be less than the original appraised value of the Project, as approved by Beneficiary. If any one or more of such conditions set forth herein have not been met, Beneficiary will not be obligated to make any further disbursements pursuant to the Note, if any, and Beneficiary shall apply all loss proceeds, after deductions as herein provided, to the repayment of the outstanding balance of the Note, together with all accrued interest thereon, in such order as Beneficiary may elect, notwithstanding that the outstanding balance may not be due and payable. Nothing herein contained will be deemed to excuse Grantor from repairing or maintaining the Trust Estate as provided in Section 1.03 hereof or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available to Grantor or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds will not cure or waive any default or notice of default under this Deed of Trust or invalidate any act done pursuant to such notice.

1.07 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust or other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of Grantor in and to all policies of insurance required by Section 1.04 will inure to the benefit of and pass to the successor in interest to Grantor or the purchaser or grantee of the Trust Estate.

1.08 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is made a party to any litigation concerning the Note, this Deed of Trust, any of the Loan Documents, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Grantor, then Grantor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. However, Grantor will not be obligated to indemnify, defend and hold Beneficiary harmless from any claims, which arise solely out of the gross negligence or willful misconduct of Beneficiary. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any

breach by Grantor, Grantor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Grantor by reason of its breach, upon demand. This Section 1.08 will not apply to any matters covered by any separate environmental indemnity agreement.

(b) Grantor waives any and all right to claim or recover against Beneficiary, its officers, employees, agents and representatives, for loss of or damage to Grantor, the Trust Estate, Grantor's property or the property of others under Grantor's control from any cause insured against or required to be insured against by the provisions of this Deed of Trust.

(c) All sums payable by Grantor pursuant to this Deed of Trust must be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Grantor hereunder will in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any third party with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Premises or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (v) any claim which Grantor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Grantor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Grantor has notice or knowledge of any of the foregoing. Except as expressly provided herein, Grantor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Grantor.

1.09 Taxes and Impositions.

(a) Grantor shall pay, or cause to be paid prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, including, without limitation, nongovernmental levies or assessments such as maintenance charges, levies or charges resulting from covenants, conditions and restrictions affecting the Trust Estate, which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create or appear to create a lien upon the Trust Estate, or any part thereof, or upon any person, property, equipment or other facility used in the operation or maintenance thereof (all the above collectively hereinafter referred to as "Impositions"); provided, however, that if, by law any such Imposition is payable, or may at the option of the taxpayer be paid, in installments, Grantor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there is assessed or imposed (i) a tax or assessment on the Trust Estate in lieu of or in addition to the Impositions payable by Grantor

pursuant to Section 1.09(a), or (ii) a license fee, tax or assessment imposed on Beneficiary and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees will be deemed to be included within the term "Impositions" as defined in Section 1.09(a) and Grantor shall pay and discharge the same as herein provided with respect to the payment of Impositions. If Grantor fails to pay such Impositions prior to delinquency or if Grantor is prohibited by law from paying such Impositions, Beneficiary may at its option declare all obligations secured hereby together with all accrued interest thereon, immediately due and payable. Anything to the contrary herein notwithstanding, Grantor will have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Beneficiary or on the obligations secured hereby.

(c) Subject to the provisions of Section 1.09(d) and upon request by Beneficiary, Grantor shall deliver to Beneficiary before any such Imposition is due and payable official receipts of the appropriate taxing authority, or other proof reasonably satisfactory to Beneficiary, evidencing the payment thereof.

(d) Grantor has the right before any delinquency occurs to contest or object to the amount or validity of any such Imposition by appropriate proceedings, but this will not be deemed or construed in any way as relieving, modifying or extending Grantor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.09, unless Grantor has given prior written notice to Beneficiary of Grantor's intent to so contest or object to an Imposition, and unless, at Beneficiary's sole option, (i) Grantor demonstrates to Beneficiary's reasonable satisfaction that the proceedings to be initiated by Grantor will conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (ii) Grantor furnishes a good and sufficient bond or surety as requested by and reasonably satisfactory to Beneficiary; or (iii) Grantor demonstrates to Beneficiary's reasonable satisfaction that Grantor has provided as good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale.

(e) Grantor shall not suffer, permit or initiate the joint assessment of any real and personal property which may constitute all or a portion of the Trust Estate or suffer, permit or initiate any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes will be assessed, levied or charged to the Trust Estate as a single lien.

(f) Upon the request of Beneficiary, Grantor shall promptly cause to be furnished to Beneficiary, at Grantor's expense, a tax reporting service covering the Trust Estate of the type, duration and with a company satisfactory to Beneficiary.

1.10 Utilities. Grantor shall pay or shall cause to be paid when due all utility charges that are incurred by Grantor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all other assessments or charges of a similar nature, whether public or private, affecting or related to the Trust Estate or any portion thereof, whether or not such taxes, assessments or charges are or may become liens thereon.

1.11 Actions Affecting Trust Estate. Grantor shall give Beneficiary and Trustee prompt written notice of the assertion of any claim with respect to, or the filing of any action or

proceeding purporting to affect the Trust Estate, the security hereof or the rights or powers of Beneficiary or Trustee. Grantor shall appear in and contest any such action or proceeding and shall pay all costs and expenses, including cost of evidence of title and attorneys' fees, in any such action or proceeding in which Beneficiary or Trustee may appear.

1.12 Actions By Trustee or Beneficiary to Preserve Trust Estate. If Grantor fails to make any payment or to do any act as and in the manner provided in any of the Loan Documents, Beneficiary and/or Trustee, each in its own discretion, without obligation so to do, without releasing Grantor from any obligation, and without notice to or demand upon Grantor, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. In connection therewith (without limiting their general powers, whether conferred herein, in other Loan Documents or by law), Beneficiary and Trustee have and are hereby given the right, but not the obligation, (i) to enter upon and take possession of the Trust Estate; (ii) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider necessary or proper to keep the Trust Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or that may affect the security hereof or the rights or powers of Beneficiary or Trustee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt that in the judgment of either may affect or appears to affect the security of this Deed of Trust or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including attorneys' fees and costs or other necessary or desirable consultants. Grantor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective costs and expenses reasonably incurred by such party in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights, including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees, together with interest thereon from the date of such expenditures at the Default Rate. In the event payment is not made upon demand, such amounts may be added to the amounts due, owing and secured hereunder at the discretion of the owner of the Note, or if there is any litigation in any court (state, federal, bankruptcy, etc.), this provision authorizes the award of attorney's fees and costs by the Court which award can be separately enforced or added to the amounts due, owing and secured hereunder at the sole discretion of the owner of the Note.

1.13 Transfer of Trust Estate Or Ownership Interests by Grantor. In order to induce Beneficiary to make the loan secured hereby, Grantor agrees that, in the event of any "transfer" (as defined below), without the prior written consent of Beneficiary, Beneficiary has the absolute right at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transfer will not be deemed to be a waiver of the right to require consent to future or successive transfers. Beneficiary may grant or deny such consent in its sole discretion and may impose any conditions to such consent in its sole discretion (including, without limitation, changes to the terms of the loan and the imposition of fees) and, if consent should be given, any such transfer will be subject to this Deed of Trust, and any such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption will not, however, release Grantor or any maker or guarantor of the Note from any liability thereunder without the prior written consent of Beneficiary. As used herein, "transfer" includes the direct or indirect sale, agreement to sell, transfer, conveyance, pledge, mortgage, encumbrance, lien, collateral assignment, lease, licensing for occupancy, or hypothecation of the Trust Estate, or any portion thereof or interest therein (other

than the Permitted Encumbrances), whether voluntary, involuntary, by operation of law or otherwise (excluding, however, any leases entered into in accordance with the requirements of the Note, if any). The term "transfer" also includes the direct or indirect transfer, assignment, withdrawal, hypothecation or conveyance of legal or beneficial ownership of any membership, partnership, stock or other ownership interest (an "ownership interest") that results in a change in control of Grantor or in any member or partner of Grantor (excluding, however, transfers of stock or limited partnership interests in a publicly traded company, or a change in control of a publicly traded company).

1.14 Full Performance Required; Survival of Warranties. All representations, warranties and covenants of Grantor contained in any loan application or made to Beneficiary in connection with the loan secured hereby or contained in the Loan Documents or incorporated by reference therein, will survive the execution and delivery of this Deed of Trust and will remain continuing obligations, warranties and representations of Grantor so long as any portion of the obligations secured by this Deed of Trust remains outstanding.

1.15 Eminent Domain. If any proceeding or action is commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation or otherwise, or if the same is taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner, or should Grantor receive any notice or other information regarding such proceeding, action, taking or damage, Grantor shall give prompt written notice thereof to Beneficiary. Beneficiary is entitled at its option, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name any such action or proceeding. Beneficiary is also entitled to make any compromise or settlement in connection with such taking or damage. All compensation, awards, damages, rights of action and proceeds awarded to Grantor by reason of any such taking or damage to the Premises or any part thereof or any interest therein for public or quasi-public use under the power of eminent domain, by reason of any public improvement or condemnation proceeding, or in any other manner (the "Condemnation Proceeds") are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require. After deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with any such action or proceeding, Beneficiary shall apply all such Condemnation Proceeds to the restoration of the Improvements (other than Condemnation Proceeds attributable to temporary use or occupancy which may be applied, at Beneficiary's option, to installments of principal and interest and other charges due under the Note and other Loan Documents when the same become due and payable) provided that:

- (a) the taking or damage will not, in Beneficiary's reasonable judgment, materially impair the security for the Loan; and
- (b) all conditions set forth in Section 1.05 are met.

If all of the above conditions are met, Beneficiary shall disburse the Condemnation Proceeds in accordance with the Note and only as repairs or replacements are effected and continuing expenses become due and payable. If any one or more of the above conditions are not met,

Beneficiary shall apply all of the Condemnation Proceeds, after deductions as herein provided, to the repayment of the outstanding balance of the Note, together with all accrued interest thereon, in such order as Beneficiary may elect, notwithstanding that said outstanding balance may not be due and payable, and Beneficiary will have no further obligation to make disbursements pursuant to the Note or the other Loan Documents. If the Condemnation Proceeds are not sufficient to repay the Note in full, Grantor shall immediately pay any remaining balance, together with all accrued interest thereon. Application or release of the Condemnation Proceeds as provided herein will not cure or waive any default or notice of default hereunder or under any other Loan Document or invalidate any act done pursuant to such notice.

1.16 Additional Security. No other security now existing, or hereafter taken, to secure the obligations secured hereby will be impaired or affected by the execution of this Deed of Trust; and all additional security will be taken, considered and held as cumulative. The taking of additional security, execution of partial releases of the security, or any extension of the time of payment of the indebtedness will not diminish the force, effect or lien of this Deed of Trust and will not affect or impair the liability of any maker, surety or endorser for the payment of said indebtedness. If Beneficiary at any time holds additional security for any of the obligations secured hereby, Beneficiary may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently, or after a sale is made hereunder, and Grantor waives any right it might have had under the doctrine of marshalling.

1.17 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the County in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder; and said successor will, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of said predecessor.

1.18 Successors and Assigns. This Deed of Trust applies to, inures to the benefit of (subject, however, to all restrictions on transfer provided in Section 1.13) and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" means the owner and holder of the Note, whether or not named as Beneficiary herein. This Section 1.18 will not be deemed a waiver of the provisions of Section 1.13 hereof.

1.19 Inspections. Beneficiary, or its agents, representatives or workers, are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform hereunder or under the terms of any of the Loan Documents.

1.20 Liens. Grantor shall pay and promptly discharge, at Grantor's cost and expense, all liens, encumbrances and charges (collectively, "Liens") upon the Trust Estate, or any part thereof or interest therein; provided, however, that Grantor has the right to contest in good faith and with reasonable diligence the validity of any such Liens, and pending such contest Grantor shall not be deemed in default hereunder if Grantor, within ten (10) days of Beneficiary's request, obtains an appropriate surety bond and takes all other actions required to remove and release such Lien as an encumbrance against all and any portion of the Trust Estate. If Grantor fails to

remove and discharge any such Lien as required above, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but is not obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Grantor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such Lien together with interest thereon from the date of such expenditure at the Default Rate.

1.21 Trustee's Powers. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the Note secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness or performance of any obligation secured hereby or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (i) reconvey any part of said Trust Estate, (ii) consent in writing to the making of any map or plat thereof, (iii) join in granting any easement thereon, or (iv) join in any declaration of restrictions, any extension agreement or any agreement subordinating the lien or charge hereof.

1.22 Beneficiary's Powers. Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the full amount of all unpaid obligations, Beneficiary may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligation, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Estate, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

1.23 Financial Statements. Grantor shall deliver to Beneficiary copies of such financial statements, balance sheets, profit and loss statements, operating statements, income and expense statements, mortgage statements on other liens on property and other financial information in reasonable detail and at the times required by Beneficiary, and as requested by Beneficiary from time to time on no less than 5 days prior notice to Grantor. In addition to any such financial information as may be requested by Beneficiary, Grantor shall provide to Beneficiary, without notice, the following items, no later than 120 days after the end of each fiscal year: (1) annual compiled financial statements for the subject businesses and any affiliate businesses, as applicable, prepared by a CPA in accordance with GAAP, (2) annual federal income tax returns or extensions for businesses and affiliate businesses, if applicable, (3) annual personal financial statements; and (4) mortgage statements on other liens on property and federal income tax returns or extensions on all individual Borrowers. Beneficiary shall have the right to audit and inspect all books and records relating thereto.

1.24 Trade Names. At the request of Beneficiary, Grantor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which Grantor intends to operate the Trust Estate or any business located thereon and representing and warranting that Grantor does business under no other trade names or fictitious business names

with respect to the Trust Estate. Grantor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names.

1.25 Leasehold. If a leasehold estate constitutes a portion of the Trust Estate, Grantor agrees not to amend, change, terminate or modify such leasehold estate or any interest therein without the prior written consent of Beneficiary. Consent to one amendment, change, agreement or modification will not be deemed to be a waiver of the right to require consent to other, future or successive amendments, changes, agreements or modifications. Grantor shall perform all obligations and agreements under said leasehold and shall not take any action or omit to take any action, which would affect or permit the termination of said leasehold. Grantor agrees to promptly notify Beneficiary in writing with respect to any default or alleged default by any party thereto and to deliver to Beneficiary copies of all notices, demands, complaints or other communications received or given by Grantor with respect to any such default or alleged default. Beneficiary has the option to cure any such default and to perform any or all of Grantor's obligations thereunder. All sums expended by Beneficiary in curing any such default will be secured hereby and will be immediately due and payable without demand or notice and will bear interest from date of expenditure at the Default Rate.

1.26 Operating Agreements. Grantor shall, upon reasonable notice from Beneficiary, provide Beneficiary with complete and legible copies of any management agreements, maintenance agreements, or other similar agreements regarding the operation of the Land and/or Improvements.

ARTICLE II ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Grantor does hereby absolutely, unconditionally and irrevocably grant, convey, assign, transfer and set over unto Beneficiary the following, as security for the payment and performance of the obligations secured by this Deed of Trust:

(a) all rights, title, interests, estates, powers, privileges, options and other benefits of Grantor in, to and under any and all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession without a transfer of title, whether oral or written, and whether now or hereafter existing, which cover or affect all or any portion of the Premises, together with all renewals, extensions, modifications, amendments, guaranties, subleases and assignments thereof (herein collectively referred to as the "Leases"); and

(b) all of the rents, income, receipts, revenues, issues, profits and other sums of money (hereinafter collectively called the "Rents") that are now and/or at any time hereafter become due and payable to Grantor under the terms of the Leases or arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, security deposits, advance rents, all proceeds payable under any policy of insurance covering loss of rents resulting from un-tenantability caused by destruction or damage to the Premises and all of Grantor's rights to recover monetary amounts from any lessee in

bankruptcy, conservatorship, receivership or similar proceeding including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, disaffirmances, repudiations, and similar actions, under the Federal Bankruptcy Code, the Federal Deposit Insurance Act and other statutes governing the rights of creditors, including specifically the immediate and continuing right to collect and receive each and all of the foregoing.

2.02 Grantor hereby represents and warrants unto Beneficiary that: (i) Grantor is the sole owner of the entire lessor's interest in the Leases and has good title and good right to assign the Leases and Rents hereby assigned and no other person or entity has any right, title or interest therein; (ii) Grantor has duly and punctually performed all of the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it to date; (iii) Grantor has not at any time prior to the date hereof exercised any right to subordinate any Lease to any deed of trust or mortgage or any other encumbrance of any kind; (iv) Grantor has not executed any prior assignments of the Leases or the Rents; (v) no Rents owing under any existing Lease for any period subsequent to the date hereof (other than the first month's rent or the current month's rent) has been collected in advance; (vi) Grantor has not performed any act or executed any other instrument which might prevent Beneficiary from enjoying and exercising any of its rights and privileges evidenced hereby; and (vii) except as disclosed to Beneficiary in writing, each of the existing Leases are valid and subsisting and in full force and effect and unmodified, there exists no defense, counterclaim or set-off to the payment of the Rents thereunder, there are no defaults now existing thereunder and no event has occurred which with the passage of time or the giving of notice, or both, would constitute such a default.

2.03 Grantor agrees that, so long as the indebtedness evidenced by the Note or any part thereof or any other indebtedness secured by this Deed of Trust, or otherwise owed by Borrower under any of the other Loan Documents, shall remain unpaid, Grantor shall not (and any such actions taken by Grantor in violation of the following provisions shall be null and void), unless Beneficiary consents thereto in advance in writing in Beneficiary's sole discretion or such action is expressly permitted by the Note or leasing guidelines promulgated by Beneficiary: (i) enter into any Lease covering any portion of the Premises, nor renew or extend the term of any Lease (unless an option therefor was originally reserved by the lessee in the Lease), or relocate or expand the floor space of any lessee under a Lease within the Premises (unless an option therefor was originally reserved by the lessee in the Lease); (ii) make any assignment, pledge or disposition of the Leases or the Rents; (iii) subordinate any of the Leases to any deed of trust or mortgage or any other encumbrance of any kind or permit, consent or agree to such subordination; (iv) reduce the Rents payable under any of the Leases, nor modify, alter or amend any of the Leases or waive, excuse, condone, discount, set off, compromise or in any manner release or discharge any lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such lessee, including the obligation to pay the Rents thereunder in the manner and at the place and time specified therein; (v) incur any indebtedness to a lessee under or guarantor of any Lease which may under any circumstance be used as an offset against the Rents or other payments due under said Lease; (vi) exercise any option required or permitted by the terms of any of the Leases without the prior written consent of Beneficiary; (vii) receive or collect any Rents from any present or future lessee of the Premises or any part thereof for a period of more than one month in advance of the date on which such payment is due; (ix) cancel or terminate any of the Leases, accept a surrender

thereof, commence an action of ejectment or any summary proceedings for dispossession of a lessee under any of the Leases, or convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of any lessee thereunder; (x) consent to an assignment or sublease of the interest and estate of any lessee under any of the Leases, whether or not in accordance with its terms; or (xi) modify or change the terms of any guaranty of any of the Leases or cancel or terminate such guaranty.

2.04 Grantor covenants with Beneficiary, for so long as the indebtedness evidenced by this Note or any part thereof or any other indebtedness secured by this Deed of Trust shall remain unpaid, that Grantor shall: (i) observe and perform duly and punctually all the obligations imposed upon any lessor under the Leases and not to do or permit to be done anything to impair the value thereof; (ii) enforce the performance of each and every term, provision, covenant, agreement and condition in the Leases to be performed by any lessee thereunder; (iii) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with any of the Leases, or the obligations, liabilities or duties of Grantor or any lessee under the Leases and, upon request by Beneficiary, to make appearance in the name and on behalf of Beneficiary, but at the expense of Grantor; (iv) exercise any option or election contained in or relating to any of the Leases which Beneficiary shall require; (v) deliver to Beneficiary executed copies of any and all Leases, renewals and extensions of existing Leases and any and all subsequent Leases upon all or any part of the Premises; (vi) deliver to Beneficiary, promptly upon request by Beneficiary, duly executed tenant estoppel certificates with respect to Leases designated by Beneficiary; (vii) deliver to Beneficiary, promptly upon request by Beneficiary, all security deposits held by Grantor pursuant to the terms of the Leases, which Beneficiary shall hold and disburse in accordance with the terms of the Leases; (viii) execute and deliver at the request of Beneficiary all such further assignments and other documents, instruments and assurances with respect to the Leases, Rents and Premises as Beneficiary shall from time to time require in order to effectuate the purposes of this Article; and (ix) deliver other records and instruments, including but not limited to rent rolls and books of account, that Beneficiary shall from time to time require.

2.05 This is a present, absolute, effective, irrevocable and completed assignment by Grantor to Beneficiary of the Leases and Rents and of the right to collect and apply the same, which is not contingent upon Beneficiary being in possession of the Premises. However, so long as there exists no event of default, Grantor shall have a conditional license to collect, but not more than one (1) month in advance, all Rents from the Premises, in trust for Beneficiary, and to use the same for payment of Impositions, insurance premiums which Grantor is required to pay hereunder or under the other Loan Documents, all amounts owing to Beneficiary under the Note and the other Loan Documents, and all other costs and expenses relating to the Premises which Grantor is required to pay under the Loan Documents, as and when due, before using said Rents for any other purpose.

2.06 Upon or at any time after the occurrence of an event of default, or if any representation or warranty made by Grantor to Beneficiary in connection with the loan evidenced by the Note is untrue in any material respect, Beneficiary may, at its option, but without obligation to do so, without notice to or consent of Grantor, either in person or by agent, without

regard for the adequacy of the security for the indebtedness secured hereby, the commission of waste or the solvency of Grantor, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Premises, make, execute, enforce, modify, alter, cancel and accept the surrender of Leases (whether or not the same extend beyond the term of this Deed of Trust), obtain or evict tenants, fix or modify Rents, refund and collect security deposits, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of the Premises, in its own name or in the name of Grantor, sue for or otherwise demand, collect, receive, and give receipts for all Rents, and apply the same upon the costs of collection thereof, including the fees and costs of agents and attorneys employed by Beneficiary; upon the costs of managing, operating and leasing the Premises, including taxes, insurance, maintenance, repairs, improvements, the fees of professional managing agents, architects, engineers and appraisers, license and permit fees, leasing fees and commissions, and Beneficiary's out-of-pocket expenses; and upon any indebtedness secured hereby, in such order as Beneficiary may determine, subject to applicable statutory requirements, if any. Beneficiary or such a receiver shall be entitled to remain in possession of the Premises and to collect the Rents throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Premises, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any event of default, or invalidate any act done pursuant to such event of default or notice of default. Beneficiary may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all lessees authorizing and directing said lessees to pay Rents directly to Beneficiary. If a lessee receives such a notice, Grantor hereby directs lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between Grantor and such lessee, that such lessee is obligated and entitled to make such payment to Beneficiary, and that such payment constitutes payment of Rents under the Lease in question. Such notice may be given either in Beneficiary's or in Grantor's name. Grantor shall in every way facilitate the payment of Rents to Beneficiary, when Beneficiary has the right to receive the same hereunder. Beneficiary shall be accountable only for Rents actually collected hereunder and not for the rental value of the Premises. Beneficiary shall not be liable for any security deposit made by any lessee unless and until Beneficiary comes into actual, physical possession and control thereof. Failure of Beneficiary to collect, or discontinuance by Beneficiary from collecting, at any time, and from time to time, any Rents, shall not in any manner affect the rights of Beneficiary to thereafter collect the same.

2.07 Beneficiary or a receiver or trustee to be appointed by a court shall have the right to take possession of and use, without rental or charge, any fixtures, equipment, furniture, appliances, personal property, books of account and records of Grantor or its agents located in or constituting a part of the Premises in connection with Beneficiary's occupancy, management and operation of the Premises. Beneficiary shall be deemed to be the creditor of any lessee in respect of any assignment for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceeding affecting such lessee; provided, however, that Beneficiary shall not be obligated to file timely claims in such proceedings or to otherwise pursue any creditor's rights therein.

2.08 Grantor shall, at Grantor's sole cost and expense, appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or

affecting any of the Leases or the obligations, duties or liabilities of Grantor or any lessee thereunder, and shall pay all costs and expenses of Beneficiary, including attorneys' fees (prior to trial, at trial and on appeal), in connection with any such dispute, action or proceeding in which Beneficiary may appear or with respect to which it may otherwise incur costs or expenses, whether or not Beneficiary prevails therein.

2.09 Should Grantor fail to make any payment or to do any act as herein provided, then Beneficiary may, but without obligation to do so, without notice or demand to or upon Grantor, and without releasing Grantor from any obligation hereof, make or do the same in such manner and to such extent as Beneficiary may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, and observing, performing and discharging all or any of the obligations, covenants and agreements of Grantor in the Leases. In exercising any such powers, Beneficiary may pay its costs and expenses, employ counsel and incur and pay attorneys' fees (prior to trial, at trial and on appeal), and shall receive reimbursement thereof from Grantor upon demand. Grantor hereby grants to Beneficiary an irrevocable power of attorney, coupled with an interest, to perform all of the acts and things provided for in this Article as Grantor's agent and in Grantor's name.

2.10 Grantor agrees to reimburse Beneficiary, upon demand, for all sums expended by Beneficiary under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured by this Deed of Trust.

2.11 BENEFICIARY SHALL NOT BE LIABLE FOR ANY LOSS SUSTAINED BY GRANTOR RESULTING FROM BENEFICIARY'S FAILURE TO LET THE PREMISES, OR ANY PART THEREOF, OR FROM ANY OTHER ACT OR OMISSION OF BENEFICIARY UNDER OR RELATING TO THE LEASES (REGARDLESS OF WHETHER SUCH LOSS IS THE RESULT OF BENEFICIARY'S NEGLIGENCE) UNLESS SUCH LOSS IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BENEFICIARY, NOR SHALL BENEFICIARY BE OBLIGATED TO PERFORM OR DISCHARGE ANY OBLIGATION, DUTY OR LIABILITY UNDER THE LEASES BY REASON OF THIS INSTRUMENT OR THE EXERCISE OF RIGHTS OR REMEDIES HEREUNDER. Beneficiary shall not be liable for its failure to collect, or its failure to exercise diligence in the collection of, Rents under the Leases, but shall be accountable only for Rents that Beneficiary actually receives. Grantor will indemnify and hold harmless Beneficiary (for purposes of this paragraph, the term "Beneficiary" shall include the directors, officers, partners, employees and agents of Beneficiary and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Beneficiary) from and against, and reimburse Beneficiary for, all claims, demands, liabilities, losses, damages, causes of action, judgments, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred under the Leases by reason of this instrument or the exercise of rights or remedies hereunder, or which may be asserted against Beneficiary by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, including specifically any obligation or responsibility for any security deposits or other deposits delivered to Grantor by any lessee under any Lease and not assigned and delivered to Beneficiary. **THE RELEASES AND**

INDEMNITIES CONTAINED IN THIS PARAGRAPH SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) RESULTING FROM THE NEGLIGENCE OF BENEFICIARY OR ANY STRICT LIABILITY, BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF BENEFICIARY. The foregoing releases and indemnities shall not terminate upon release or other termination of the assignment pursuant to this paragraph. Any amount to be paid under this paragraph by Grantor to Beneficiary shall be a demand obligation owing by Grantor to Beneficiary, shall bear interest from the date such amount becomes due until paid at the Default Rate stated in the Note, and shall be secured by this Deed of Trust and by any other instrument securing the Note. The assignment pursuant to this paragraph shall not operate to place responsibility upon Beneficiary for the control, care, management or repair of the Premises, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Beneficiary responsible or liable for any waste committed on the Premises by the tenants or by any other parties or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Beneficiary shall not be deemed to be a partner of, or a joint venture, with Grantor, with respect to the Premises or to be a participant of any kind in the management or operation of the Premises. Neither this assignment, nor the exercise by Beneficiary of its rights hereunder, shall be deemed to constitute Beneficiary a mortgagee in possession of the Premises, unless Beneficiary elects in writing to be so constituted.

2.12 The assignment pursuant to this Article is primary in nature to the obligation evidenced and secured by the Note, this Deed of Trust and any other document given to secure and collateralize the indebtedness secured by this Deed of Trust. Grantor agrees that Beneficiary may enforce this assignment without first resorting to or exhausting any other security or collateral; provided however, that nothing herein contained shall prevent Beneficiary from suing on the Note, foreclosing this Deed of Trust and/or exercising any other right under any document securing the payment of the Note or at law or equity.

2.13 In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code or any other federal, state or local statute which provides for the possible termination or rejection of any of the Leases assigned hereby, Grantor covenants and agrees that if any Lease is so rejected, no settlement for damages shall be made without the prior written consent of Beneficiary, and any check in payment of damages for rejection of any such Lease will be made payable to both Grantor and Beneficiary. Grantor hereby assigns any such payment to Beneficiary and further covenants and agrees that upon the request of Beneficiary, it will duly endorse to the order of Beneficiary any such check, the proceeds of which will be applied to the Note and other indebtedness secured by this Deed of Trust, principal, interest, attorneys' and collection fees and other amounts, in such order as Beneficiary in its sole discretion may determine.

2.14 Nothing contained herein and no act done or omitted by Beneficiary pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Beneficiary of its rights and remedies under the Note or a waiver or curing of any default hereunder or under the Note, and the assignment pursuant to this Article is made and accepted without prejudice to any

of the rights and remedies possessed by Beneficiary under the terms of the Note. The right of Beneficiary to collect said principal sum, interest and indebtedness and to enforce any other security therefore held by it may be exercised by Beneficiary either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

2.15 Notwithstanding (a) the fact that any Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (b) the operation of law or (c) any other event, lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this assignment.

ARTICLE III REMEDIES UPON DEFAULT

3.01 Events of Default. The occurrence of any of the following events will constitute an event of default hereunder (an "event of default"):

(a) default in the payment of principal or interest as provided under the terms of the Note or the payment of any sums or amounts required under this Deed of Trust or other Loan Document, which is not cured within any applicable notice and cure period, if any, provided in the Note or this Deed of Trust or other Loan Document, as applicable, with respect to such default;

(b) Failure by Grantor to pay the entire debt by the Maturity Date;

(c) Failure by Grantor to perform any obligation not involving the payment of money, or to comply with any other term or condition applicable to Grantor, under the Deed of Trust or any other Loan Document and the expiration of thirty (30) days after written notice of such failure by Beneficiary to Grantor.

(d) If any representation or warranty of Grantor, or of any Guarantor, made herein, in any Loan Document, any guaranty, or in any certificate, report, financial statement or other instrument or document furnished to Beneficiary shall have been intentionally false or intentionally misleading in any material respect when made;

(e) Failure by Grantor to give Beneficiary immediate notice of the occurrence of any event (including, without limitation, a change in the financial condition, business, or operations of Grantor for any reason whatsoever) that materially and adversely affects the ability of Grantor to perform any of its obligations under the Loan Documents;

(f) Grantor (i) is unable or admits in writing in any legal proceeding Grantor's inability to pay Grantor's monetary obligations as they become due, (ii) makes a general assignment for the benefit of creditors, or (iii) applies for, consents to, or acquiesces in, the appointment of a trustee, receiver, or other custodian for Grantor or the property of Grantor or any part thereof, or in the absence of such application, consent, or acquiescence a trustee, receiver, or other custodian is appointed for Grantor or the property of Grantor or any part thereof, and such appointment is not discharged within ninety (90) days;

(g) If Grantor or any Guarantor seeks the appointment of a receiver, liquidator or trustee of Grantor or of any Guarantor, respectively, or if there shall be commenced against Grantor or any Guarantor any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of its assets which results in the entry of any order for any such relief or if any petition for bankruptcy, reorganization or arrangement pursuant to federal bankruptcy law, or any similar federal or state law, shall be filed by or against, consented to, or acquiesced in by, Grantor or Guarantor or if any proceeding for the dissolution or liquidation of Grantor or of Guarantor shall be instituted; provided, however, that such appointment, adjudication, petition or proceeding, if involuntary and not consented to by Grantor or Guarantor, shall constitute an Event of Default only if not vacated, discharged, stayed, bonded or dismissed within ninety (90) days after the commencement thereof;

(h) Any litigation or proceeding is commenced before any arbitrator, other private adjudicator, court, government, or Governmental Authority against or affecting Grantor or the property of Grantor or any part thereof and such litigation or proceeding is not dismissed within ninety (90) days after the commencement thereof, or, if not so dismissed, not defended diligently and in good faith by Grantor.

(i) A final judgment or decree for monetary damages or a monetary fine or penalty (not subject to appeal or as to which the time for appeal has expired) is entered against Grantor by any arbitrator, other private adjudicator, court, government, or Governmental Authority, which together with the aggregate amount of all other such judgments and decrees against Grantor that remain unpaid or that have not been discharged or stayed, exceeds Fifty Thousand Dollars (\$50,000.00), is not paid and discharged or stayed within ninety (90) days after the entry thereof;

(j) All or any part of the Trust Estate is attached, levied upon, or otherwise seized by legal process, and such attachment, levy, or seizure is not quashed, stayed, or released within twenty (20) days of the date thereof;

(k) The occurrence of any transfer of any portion of the Trust Estate, except for transfers permitted under this Deed of Trust (including without limitation, Section 1.13), or unless prior to such transfer the holder of the Note has delivered to Grantor the written consent of such holder to such transfer;

(l) If Grantor or any Guarantor shall make an assignment for the benefit of creditors, or if Grantor shall generally not be paying its debts as they become due;

(m) Subject to Grantor's right to contest as provided herein, if the Trust Estate or any portion thereof becomes subject to any mechanic's, materialmen's, water, sewer, vault or other lien or encumbrance except a lien or encumbrance for local real estate taxes and assessments not then due and payable, and such lien or encumbrance is not paid when due or discharged within ninety (90) days after the date the Trust Estate or portion thereof becomes subject to such lien or encumbrance;

(n) If Grantor fails to cure any violations of laws, ordinances or regulations affecting the Trust Estate or pertaining to its use or operation within ninety (90) days after written notice of such failure by Beneficiary to Grantor.

(o) Grantor's actual or threatened alteration, improvement, demolition or removal of any of the Improvements without the prior written consent of Beneficiary (except with respect to tenant improvements under a Lease or to the extent such Improvements are altered, improved or replaced to a condition at least as valuable as prior to such action);

(p) If there shall occur any damage to the Trust Estate in any manner which is not covered by insurance solely as a result of Grantor's failure to maintain insurance required in accordance with this Deed of Trust (except to the extent such damaged portion of the Trust Estate is repaired or replaced to a condition at least as valuable as prior to such damage);

(q) The occurrence of any Event of Default, as such term is defined in any other any Loan Document;

(r) Any default under any loan arrangement with a party other than Beneficiary which is secured by any or all of the Trust Estate;

(s) any default or Event of Default by Borrower or any Grantor, or any of their affiliates, under any other agreement loan or other agreement between any of them and Beneficiary.

3.02 Acceleration Upon Default, Additional Remedies. Upon the occurrence of an event of default, Beneficiary may, at its option, declare all indebtedness secured hereby to be immediately due and payable without presentment, demand, protest or notice of any kind. Thereafter, Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, without limitation, attorneys' fees, upon any indebtedness secured hereby, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents, and the application thereof as aforesaid, will not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary will be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any event of default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Grantor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the County in which the Trust Estate is located; or

(d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing all or any portion of the obligations secured hereby, or by law, including, without limitation, the right to commence an action to judicially foreclose on this Deed of Trust and for a deficiency judgment under applicable law.

3.03 Foreclosure By Power of Sale. Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall deposit with Trustee this Deed of Trust and the Note and such receipts and evidence of expenditures made and secured hereby as Trustee may require.

(a) Upon receipt of such notice from Beneficiary, Trustee shall, if and as directed by Beneficiary, cause to be recorded, published and delivered to Grantor and such other persons and entities as are entitled thereto, such Notice of Default and Notice of Trustee's Sale as then required in accordance with the Deed of Trust Act of the State of Washington and by this Deed of Trust. Trustee shall, if and as directed by Beneficiary, without demand on Grantor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Trustee's Sale having been given as required by law, sell the Trust Estate at the time and place of sale fixed by it in said Notice of Trustee's Sale, either as a whole, or in separate lots or parcels or items as Trustee deems expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Any person except the Trustee may bid at the Trustee's sale. If Beneficiary is the purchaser at a trustee's sale, Beneficiary shall be entitled to a credit against the purchase price in the amount equal to the lesser of (i) the full amount secured by this Deed of Trust as of the date of the sale, or (ii) the purchase price. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Grantor, Trustee or Beneficiary, may purchase at such sale and Grantor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) Trustee shall apply the proceeds of the Trustee's sale as follows: (1) to the expenses of the sale, including a reasonable Trustee's fee and attorneys' fees and Keillor Capital administrative fees; (2) to the obligation secured by this Deed of Trust; and (3) the surplus, if any, shall be distributed to the persons entitled thereto.

(c) Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser all right, title and interest in the real and personal property which Grantor had or had the power to convey at the time of the execution of this Deed of Trust,

and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

(d) The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

3.04 Appointment of Receiver. Upon the occurrence of an event of default, Beneficiary, as a matter of right and without notice to Grantor or anyone claiming under Grantor, and without regard to the then value of the Trust Estate or the adequacy of any security for the obligations then secured hereby, will have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor and agrees not to oppose any application to any court for this remedy. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided herein and in the Note and will continue as such and exercise all such powers until the later of (i) the date of confirmation of sale of the Trust Estate; (ii) the disbursement of all proceeds of the Trust Estate collected by such receiver and the payment of all expenses incurred in connection therewith; or (iii) the termination of such receivership with the consent of Beneficiary or pursuant to an order of a court of competent jurisdiction. In addition to the powers usually accorded a receiver in such circumstances, any receiver appointed at the request of Beneficiary hereunder shall also have the right, with Beneficiary's consent, to market and sell the Trust Estate, or any portion thereof, the net proceeds of which may be applied by Beneficiary to the indebtedness secured by this Deed of Trust.

3.05 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, are entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Deed of Trust or under any Loan Document or other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement whether by court action or pursuant to the power of sale or other powers herein contained, will prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, is entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each is cumulative and is in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and either of them may pursue inconsistent remedies.

3.06 Request for Notice. Grantor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 5.05 of this Deed of Trust.

3.07 Deficiency Judgment. To the extent permitted by law, including, without limitation, RCW 61.24.100, and any similar or successor statute, Beneficiary shall have the right to seek and obtain a deficiency judgment against Grantor following the completion of a judicial foreclosure or trustee's sale of all or a portion of the security for the obligations secured by this Deed of Trust. To the extent permitted by applicable law, each of Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Beneficiary from bringing any action against Grantor, including a claim for deficiency to the extent Beneficiary is otherwise entitled to a claim for deficiency, before or after Beneficiary's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Washington as to all indebtedness secured hereby.

ARTICLE IV SECURITY AGREEMENT

4.01 Creation of Security Interest. Grantor hereby grants to Beneficiary a security interest in and to all the Personal Property to secure Grantor's obligations hereunder and under the other Loan Documents.

4.02 Representations, Warranties and Covenants of Grantor. Grantor hereby represents, warrants and covenants (which representations, warranties and covenants will survive creation of any indebtedness of Grantor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Premises; and Grantor shall not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which will be promptly replaced by Grantor with similar items of comparable value.

(c) At the request of Beneficiary, Grantor shall join Beneficiary in executing one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Washington as in effect in the State of Washington ("Uniform Commercial Code"), in form satisfactory to Beneficiary and shall pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Grantor's principal place of business is in the State of Washington at the address set forth in Section 5.05 below. Grantor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Grantor shall immediately notify Beneficiary in writing of any change in its place of business or the adoption or change of any trade name or fictitious business name and shall, upon request of Beneficiary, execute any

additional financing statements or other certificates necessary to reflect the adoption or change in trade name or fictitious business name.

(e) Grantor shall immediately notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

4.03 Use of Personal Property by Grantor. Until the occurrence and during the continuance of an event of default, Grantor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

4.04 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Article 3, upon the occurrence and during the continuance of an event of default, Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver which Grantor agrees that Grantor will not oppose the application therefor, take possession of all or any of the Personal Property and exclude therefrom Grantor and all others claiming under Grantor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Grantor with respect to the Personal Property or any part thereof. In the event Beneficiary demands or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Grantor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Grantor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any lien or encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorneys' fees) incurred in connection therewith;

(iii) Require Grantor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and promptly deliver such Personal Property to Beneficiary or an agent or representative designated by Beneficiary. Beneficiary and its agents and representatives have the right to enter upon any or all of Grantor's premises and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, by any other Loan Document or by law, either concurrently or in such order as Beneficiary may determine. Without limiting the generality of the foregoing,

Beneficiary may proceed, in any sequence, (i) to exercise its rights under Section 3.02 and Section 3.03 with respect to all or any portion of the Trust Estate and all or any portion of the Personal Property, and (ii) to exercise its rights under this Section 4.04 with respect to all or any portion of the Personal Property, and (iii) to exercise its rights under the provisions of Section 9604 of the Uniform Commercial Code;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;

(vi) Sell, lease or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any remedies of a secured party under the Uniform Commercial Code or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Grantor at least five (5) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Grantor at the address set forth in Section 5.05.

(c) The proceeds of any sale under Section 4.04(a) will be applied as follows:

(i) To the repayment of the reasonable costs and expenses of taking, holding and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and attorneys' fees) and the discharge of all Impositions, liens and encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or liens and encumbrances subject to which such sale has been made);

(ii) To the payment of all indebtedness and obligations owing to Beneficiary under the Note and other Loan Documents that are secured by this Deed of Trust, in such order as Beneficiary determines; and

(iii) The surplus, if any, will be paid to Grantor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

(d) Beneficiary has the right to enforce one or more remedies under this Section 4.04 successively or concurrently; and such action will not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the provisions hereof will not operate to release Grantor until full payment of any deficiency has been made in cash.

4.05 Security Agreement. This Deed of Trust constitutes and is deemed to be a "security agreement" for all purposes of the Uniform Commercial Code or any other applicable jurisdiction; and Beneficiary is entitled to all the rights and remedies of a "secured party" under the Uniform Commercial Code.

4.06 Financing Statement and Fixture Filing. This Deed of Trust is intended to be and constitutes a fixture filing pursuant to the provisions of the Uniform Commercial Code with respect to all fixtures included within the Trust Estate and is being recorded as a fixture financing statement and filing under the Uniform Commercial Code, and covers property, goods and equipment which are or are to become fixtures related to the Premises. Grantor covenants and agrees that this Deed of Trust is to be filed in the real estate records of the county where the Premises is located and shall also operate from the date of such filing as a fixture filing in accordance with Subsections 9-502(b) and (c) and other applicable provisions of the Uniform Commercial Code. This Deed of Trust shall also be effective as a financing statement covering minerals or the like (including oil and gas) and accounts subject to the Uniform Commercial Code, as amended, and is to be filed for record in the real estate records of the county where the Premises is situated. Grantor shall be deemed to be the "debtor" and Beneficiary shall be deemed to be the "secured party" for all purposes under the Uniform Commercial Code. The full name of Grantor and Grantor's type of organization, and the full name of Beneficiary and Beneficiary's type of organization, are set forth on the signature page of this Deed of Trust. The mailing address of Grantor and Beneficiary are set forth in Section 5.05 (Notices) below. Grantor is the record owner of the Premises. Grantor grants to Beneficiary a security interest in all existing and future goods which are now or in the future become fixtures relating to the Premises and the proceeds thereof, including, without limitation, the goods and proceeds thereof described in Exhibit B. Grantor hereby authorizes Beneficiary or Trustee to file any financing statement or financing statement amendment covering the Personal Property or relating to the security interest created herein without the signature of Grantor, as debtor. Grantor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements as Beneficiary may require. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in such items, including replacements and additions thereto. Upon the occurrence and during the continuance of an event of default, Beneficiary will have the remedies of a secured party under the Uniform Commercial Code and, at Beneficiary's option, may also invoke the other remedies provided in this Deed of Trust.

4.07 Filings to Perfect Security. Beneficiary may (and is hereby authorized to) file with any filing office such financing statements, amendments, addenda, continuations, terminations, assignments and other records (whether or not executed by Grantor) as Beneficiary may deem necessary in its sole discretion to perfect and to maintain perfected security interests in the collateral granted hereunder. Such documents may designate Beneficiary as the secured party and Grantor as the debtor, identify Beneficiary's security interest in the Personal Property, and contain any other items required by law or deemed necessary by Beneficiary. Upon Beneficiary's request, Grantor shall execute any such documents (whether or not required by law). Any such filings made by Beneficiary prior to Grantor's execution of this Agreement are hereby authorized, ratified and confirmed by Grantor. Grantor shall pay to Beneficiary on

demand any reasonable out-of-pocket expenses incurred by Grantor in connection with the preparation, execution and filing of any such filings.

ARTICLE V
MISCELLANEOUS

5.01 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

5.02 Grantor waives to the extent permitted by law, (i) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, (ii) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created, and (iii) all rights and remedies which Grantor may have or be able to assert by reason of the laws of the State of Washington pertaining to the rights and remedies of sureties. Without limiting the generality of the foregoing, Grantor waives, to the extent permitted by law, all rights to direct the order in which any of the Trust Estate will be sold in the event of any sale or sales pursuant hereto and to have any of the Trust Estate or any other property now or hereafter constituting security for the indebtedness secured hereby marshaled upon any foreclosure of this Deed of Trust or of any other security for any of such indebtedness.

5.03 Statements by Grantor and Grantor's Tenants. Grantor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement duly acknowledged and certified, setting forth: (i) the amount of the original principal amount of the Note; (ii) the then outstanding principal balance of the Note; (iii) the rate of interest of the Note; (iv) the date on which installments of interest and/or principal were last paid; (v) any offsets or known defenses to the payment of the debt; and (vi) that the Note, this Deed of Trust and the other Loan Documents are valid, legal and binding obligations of Grantor, which have not been modified or if modified, giving particulars of such modification; provided, however, that Grantor shall not be required to deliver such statement more frequently than twice in any consecutive twelve (12) month period except upon any sale or transfer (or proposed sale or transfer) of the Loan by Beneficiary, Grantor shall also deliver to Beneficiary upon request, tenant estoppel certificates from each tenant under a Lease in form and substance satisfactory to Beneficiary; provided, however, that Grantor shall not be required or requested to deliver such certificates more frequently than the lesser of (i) once in any consecutive twelve (12) month period, or (ii) as frequently as set forth in the applicable Lease, except upon any sale or transfer (or proposed sale of transfer) of the Loan by Beneficiary .

5.04 Loan Statement Fees. Grantor shall pay the amount demanded by Beneficiary or its authorized loan servicing agent for any statement regarding the obligations secured hereby; provided, however, that such amount may not exceed the maximum amount allowed by law at the time request for the statement is made.

5.05 Notices. All notices, requests and demands to be made hereunder to the parties hereto must be in writing and must be delivered to the applicable address stated below by any of

the following means: (a) personal service; (b) electronic communication, whether by telex, telegram or telecopying (if confirmed in writing sent by registered or certified, first class mail, return receipt requested); or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof will be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c) will be deemed received three (3) days following deposit in the mail.

To Beneficiary: c/o Keillor Capital, Inc.
 2429 W. Coast Hwy., Suite 210
 Newport Beach, CA 92663
 Facsimile: (949) 229-7790
 Email: ekeillor@keillorcapital.com
 Email: jbeckelman@keillorcapital.com

To Grantor: Douglas K. Beplate and Wendy Opal Harper
 1777 S. Burlington Blvd. #407.,
 Burlington, WA 98233
 Facsimile: N/A
 Cell Phone: (702) 682-3039
 Borrower Email: douglas@bpl8.com

To Trustee: First American Title Company
 Madison Centre
 Attn: Operations
 920 Fifth Ave, Suite #1250
 Seattle, WA 98104
 Phone: (206)728-0400
 Facsimile: (866) 859-0431

5.06 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

5.07 Invalidity of Certain Provisions. Every provision of this Deed of Trust is intended to be severable. If any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if such lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially unsecured portion of the debt must be completely paid prior to the payment of the remaining secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Deed of Trust.

5.08 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been

or will be advanced by Beneficiary at Grantor's request and Beneficiary will be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

5.9 Attorneys' Fees. If the Note is not paid when due or if any event of default occurs, or if Beneficiary determines to prepare any notices or to obtain, directly or through its servicer, any legal advice or action relative to the Note and Deed of Trust, Grantor promises to pay all such costs, which also includes those incurred for enforcement and collection, including but not limited to, reasonable attorneys' fees, , administrative fees in connection with the filing of any notice of default whether or not such actions, enforcement and collection includes the filing of a lawsuit. Grantor agrees that these amounts, at the sole discretion of the owner of the Note, can be added to the amounts due hereunder. In the event there is any litigation in any court (state, federal, bankruptcy, etc.), this provision authorizes the award of attorney's fees and costs by the Court, which award can be separately enforced or added to the amounts due hereunder at the sole discretion of the owner of the Note.

5.10 GOVERNING LAW. THIS DEED OF TRUST IS GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WASHINGTON.

5.11 Joint and Several Obligations. Should this Deed of Trust be signed by more than one party, all obligations herein contained will be deemed to be the joint and several obligations of each party executing this Deed of Trust. Any married person signing this Deed of Trust agrees that recourse may be had against community assets and against his separate property for the satisfaction of all obligations contained herein.

5.12 Interpretation. In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

5.13 Reconveyance by Trustee. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Grantor of Trustee's fees, Trustee shall reconvey to Grantor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts will be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto." When the Premises have been fully reconveyed, the last such reconveyance will operate as a reassignment of all future rents, issues and profits of the Premises to the person or persons legally entitled thereto.

5.14 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document, which may be recorded.

5.15 Debtor-Creditor Relationship. Nothing contained herein or in any Loan Document will be deemed to create or construed to create a partnership, joint venture or any relationship other than that of debtor-creditor. Grantor and Beneficiary expressly disclaim any intent to create a partnership or joint venture pursuant to this Deed of Trust, any other Loan Document, or any other document related hereto or thereto.

5.16 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

5.17 No Waiver by Beneficiary. No failure or delay on the part of Beneficiary in the exercise of any power, right, remedy or privilege under this Agreement or any other Loan Document shall impair such power, right, remedy or privilege or shall operate as a waiver thereof; nor shall any single or partial exercise of any such power, right, remedy or privilege preclude any other or further exercise of any other power, right, remedy or privilege. The waiver of any such right, power, remedy or privilege with respect to particular facts and circumstances shall not be deemed to be a waiver with respect to other facts and circumstances. No waiver shall be deemed to be made by Beneficiary of any of its rights hereunder unless the same shall be in writing signed on behalf of Beneficiary, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Beneficiary or the obligations of any Borrower or Grantor to Beneficiary in any other respect at any other time.

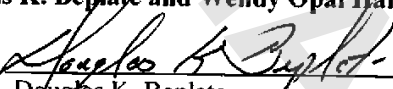
5.18 Business Purpose. Grantor represents and warrants to Beneficiary that the Trust Estate is not used principally for agricultural or farming purposes, and that the sums secured hereunder are being used for business, investment or commercial purposes, and not for personal, family or household purposes.

[SIGNATURES APPEAR ON FOLLOWING PAGE(S)]

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

"GRANTORS"

Douglas K. Beplate and Wendy Opal Harper, a married couple

By: 
Douglas K. Beplate

By: 
Wendy Opal Harper

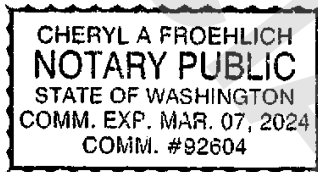
ACKNOWLEDGMENTS

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Douglas K. Beplate is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 23 day of Sept, 2021.



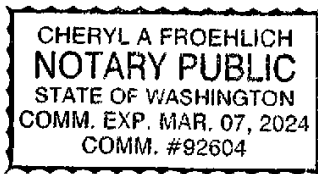
Cheryl A. Froehlich
Name: Cheryl A. Froehlich
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 3-7-24

STATE OF WASHINGTON

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Wendy Opal Harper is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 23 day of Sept, 2021.



Cheryl A. Froehlich
Name: Cheryl A. Froehlich
Notary Public in and for the State of Washington
Residing at Sedro Woolley
My appointment expires: 3-7-24

**EXHIBIT A
LEGAL DESCRIPTION**

Lot 4, Short Plat No. 32-87, approved October 16, 1987, recorded October 20, 1987 in Book 7 of Short Plats, page 191, under Auditor's File No. 8710200011 and being a portion of Government Lot 4, Section 19, Township 35 North, Range 3 East, W.M.

Situate in the County of Skagit, State of Washington.

APN:350319-0-011-0200/P34488

*****END OF LEGAL DESCRIPTION*****

EXHIBIT B**DESCRIPTION OF PERSONAL PROPERTY**

(a) All personal property, including all goods, supplies, equipment, furniture, furnishings, fixtures, machinery, inventory and construction materials which Grantor now or hereafter owns or in which Grantor now or hereafter acquires an interest or right, including those which are now or hereafter located on or affixed to the real property described in Exhibit "A" to the foregoing Deed of Trust or improvements thereon (the "Premises") or used or useful in the operation, use or occupancy thereof, including without limitation any interest of Grantor in and to personal property which is leased or subject to any superior security interest, and all books, records, leases and other documents, of whatever kind or character, relating to the Premises;

(b) All fees, income, rents, issues, profits, earnings, receipts, royalties and revenues which, after the date hereof and while any portion of the indebtedness secured hereby remains unpaid, may accrue from said goods, fixtures, furnishings, equipment and building materials or any part thereof or from the Premises or any part thereof, or which may be received or receivable by Grantor from any hiring, using, letting, leasing, subhiring, subletting, or subleasing thereof;

(c) All of Grantor's present and future rights to receive payments of money, services or property, including rights to all deposits from tenants of the Premises, rights to receive capital contributions from Grantor's members, amounts payable on account of the sale of membership interests in Grantor, accounts receivable, deposit accounts, chattel paper, notes, drafts, contract rights (including all rights to payments under any Swap Transaction or Swap Contract and under all purchase and sale agreements and other contracts), instruments, general intangibles and principal, interest and payments due on account of goods sold, services rendered, loans made or credit extended, together with title or interest in all documents evidencing or securing the same;

(d) All other intangible property and rights relating to the Premises or the operation thereof, or used in connection therewith, including all governmental permits relating to development or other activities on the Premises, all names under or by which the Premises may at any time be operated or known, all rights to carry on business under any such names, or any variant thereof, all trade names and trademarks relating in any way to the Premises, good will in any way relating to the Premises, and all licenses and permits relating in any way to, or to the operation of, the Premises;

(e) All proceeds from sale or disposition of the aforesaid collateral;

(f) Grantor's rights under all insurance policies covering the Premises or any of the aforesaid collateral, and all proceeds, loss payments and premium refunds payable regarding the same;

(g) All reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the use of the Premises;

- (h) All water stock relating to the Premises;
- (i) All causes of action, claims, compensation and recoveries for any damage to or condemnation or taking of the Premises or the aforesaid collateral, or for any conveyance in lieu thereof, whether direct or consequential, or for any damage or injury to the Premises or the aforesaid collateral, or for any loss or diminution in value of the Premises or the aforesaid collateral;
- (j) All architectural, structural, mechanical and engineering plans and specifications prepared for construction of improvements or extraction of minerals or gravel from the Premises and all studies, data and drawings related thereto; and also all contracts and agreements of Grantor relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings or to the construction of improvements on or extraction of minerals or gravel from the Premises;
- (k) All Grantor's rights in proceeds of the loan evidenced by the Note (as defined in the Note);
- (l) All present and future deposit accounts of Grantor held with Beneficiary or for the benefit of Beneficiary, including, without limitation, any demand, time, savings, passbook or like accounts maintained by Grantor with or for the benefit of Beneficiary, and all money, funds, instruments, securities, cash, cash equivalents and all other property of any nature whatsoever held with Beneficiary, whether or not deposited in any such deposit account, and further including, without limitation, as said terms are defined in and used in the Note;
- (m) Without limiting any of the foregoing, any or all other present or future "fixtures", "equipment", "software", "inventory", "goods", "general intangibles", "payment intangibles", "commercial tort claims", "accounts", "contract rights", "instruments", "promissory notes", "investment property", "letter of credit rights", "letters of credit", "deposit accounts" and "documents" (as such quoted terms are defined in or encompassed by the Washington Uniform Commercial Code, as now or hereafter amended) located on, used in the operation of, arising or derived from or in way relating to the Premises; and
- (n) All proceeds of the foregoing.

All terms used herein which are defined in the Washington Uniform Commercial Code (as now or hereafter amended) shall have the same meanings when used herein, unless the context requires otherwise.