

When recorded mail to:

AZDOT INCOME 17, LLC  
2028 E Gondola Lane  
Gilbert, AZ 850234

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

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS. SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), dated July 10, 2023 is made by Mochi Properties, LLC, an Arizona Limited Liability Company, whose mailing address is 515 East Carefree Highway, Phoenix, AZ 85085 (Hereinafter, "Trustor"), in favor of Weststar Pacific Mortgage, 2525 E. Camelback Rd., Suite 1101, Phoenix, AZ 85016("Trustee"), and AZDOT INCOME 17, LLC as to a 100% undivided interest whose address is 2028 E Gondola Lane, Gilbert, AZ 85234 (hereinafter, "Beneficiary").

1 Grant in Trust and Security Agreement. For valuable consideration, Trustor irrevocably grants, bargains, sells, conveys, transfers and assigns to Trustee and its successors and assigns forever, in trust, with power of sale and right of entry and possession, for the benefit of Beneficiary, the following property (the "Trust Estate"):

1.1 the real property described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Land");

Trustor represents that the real property described in Exhibit "A" is comprised of 1 (one) parcel(s) commonly known assessor's parcel(s) 154-25-048 and also known as 2909 W. Glenrosa Ave., Phoenix, Arizona 85017 .

1.2 all buildings, structures and other improvements now or in the future located or to be constructed on the Land (the "Improvements");

1.3 all tenements, hereditaments, appurtenances, privileges and other rights and interests now or it the future benefiting or otherwise relating to the Land or the Improvements, including easements, rights-of-way, development rights, mineral rights, water rights and water stock (the "Appurtenances," and together with the Land and the Improvements, the "Real Property");

1.4 subject to the assignment to Beneficiary set forth in § 3.10 below, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Real Property or the ownership, use, management, operation, leasing or occupancy of the Real Property, including those past due and unpaid (the "Rents");

1.5 all present and future right, title and interest of Trustor in and to all inventory, equipment, fixtures and other goods (as those terms are defined in the Arizona Uniform Commercial Code, Title 47, Arizona Revised Statutes Annotated (the "UCC"), and whether existing now or in the future) now or in the fixture located at, upon or about, or affixed or attached to or installed in, the Real Property, or used or to be used in connection with or otherwise relating to the Real Property or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing or occupancy of the Real Property, including furniture, furnishings, machinery, appliances, building materials and supplies, generators, boilers, furnaces, water tanks, heating, ventilating and air conditioning equipment and all other types of tangible personal property of any kind or nature, and all accessories, additions, attachments, parts, proceeds, products, repairs,

replacements and substitutions of or to any of such property (the "Goods," and together with the Real Property, the "Property"); and

1.6 all present and future right, title and interest of Trustor in and to all accounts, general intangibles, chattel paper, deposit accounts, money, instruments and documents (as those terms are defined in the UCC) and all other agreements, obligations, rights and written materials (in each case whether existing now or in the future) now or in the future relating to or otherwise arising in connection with or derived from the Property or any other part of the Trust Estate or the ownership, use, development, construction, maintenance, management, operation, marketing, leasing, occupancy, sale or financing of the Property or any other part of the Trust Estate, including (i) permits, approvals, development agreements and other governmental authorizations, (ii) improvement plans and specifications and architectural drawings, (iii) agreements with contractors, subcontractors, suppliers, project managers and supervisors, designers, architects, engineers, sales agents, leasing agents, owners of other properties, consultants and property managers, (iv) takeout, refinancing and permanent loan commitments, (v) warranties, guaranties, indemnities and insurance policies (including insurance policies obtained in accordance herewith), together with insurance payments and unearned insurance premiums, (vi) claims, demands, awards, settlements and other payments arising or resulting from or otherwise relating to any insurance or any loss or destruction of, injury or damage to, trespass on or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property, (vii) any reserve or disbursement account maintained pursuant to any of the Loan Documents (as defined herein), and any other amounts deposited by Trustor with Beneficiary which are to be held in any such account, (viii) leases, rental agreements, license agreements, service and maintenance agreements, purchase and sale agreements and purchase options, together with advance payments, security deposits and other amounts paid to or deposited with Trustor under any such agreements, (ix) reserves, deposits, bonds, deferred payments, refunds (including property tax refunds), reimbursements (including reimbursements from governmental agencies and other property owners in respect of any fees and other amounts paid, improvements constructed or services provided in connection with the development of the Real Property), rebates, discounts, cost savings, escrow proceeds, sale proceeds and other rights to the payment of money, trade names, trademarks, goodwill and all other types of intangible personal property of any kind or nature, and (x) all supplements, modifications, amendments, renewals, extensions, proceeds, replacements and substitutions of or to any of such property (the "Intangibles," and together with the Appurtenances and the Rents, the "Rights").

Trustor further grants and assigns to Beneficiary, pursuant to the UCC, a first priority security interest in all present and future right, title and interest of Trustor in and to all Goods and Intangibles in which a security interest may be created under the UCC (the "Personal Property").

2 Obligations Secured. This Deed of Trust is given for the purpose of securing payment and performance of the following (the "Secured Obligations"): (a) all present and future indebtedness evidenced by a Note of even date herewith in the face principal amount of Two Hundred Ten Thousand Dollars (\$210,000.00) (the "Note") executed by Mochi Properties, LLC, an Arizona Limited Liability Company, in favor of Beneficiary, including principal, interest and all other amounts payable under the terms of the Note; (b) all present and future obligations of Trustor under this Deed of Trust; (c) all other present and future obligations of Trustor to Beneficiary under the Loan Documents (excluding obligations under any Environmental Indemnity executed by Trustor in favor of Beneficiary unless such Environmental Indemnity states that it is secured by this Deed of Trust); and (d) all additional present and future obligations of Trustor to Beneficiary under any other agreement or instrument (whether existing now or in the future) which states that it is, or such obligations are, secured by this Deed of Trust; in each case as such indebtedness and other obligations may from time to time be supplemented, modified, amended, renewed and extended, whether evidenced by new or additional documents or resulting in a change in the interest rate on any indebtedness or otherwise. For purposes of this Deed of Trust, the Note and all other documents evidencing or securing the Note shall be referred to as the "Loan Documents".

3 Trustor's Covenants. To protect the security of this Deed of Trust, Trustor agrees as follows:

3.1 Payment and Performance of Secured Obligations. Trustor shall pay and perform all Secured Obligations in accordance with the respective terms of such Secured Obligations, whether evidenced by or arising under this Deed of Trust, the Note, any of the other Loan Documents or otherwise.

3.2 Monthly Payment of Taxes Insurance Other Charges. Unless there is at any time in existence a prior lien instrument on the Property which requires escrows or impounds for taxes, insurance and other charges, where the lienholder's interest is held by a recognized lending institution, at the written election of Beneficiary, Trustor shall include in each monthly payment, together with such principal and interest as set forth in the Note and any late charges, a sum estimated by Beneficiary for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property (if any), (c) premiums for insurance required under § 3.4 below, (d) costs for which Beneficiary shall be responsible to pay to any Manager (defined below); and (e) such other categories of expenses with respect to the Property for which Trustor is responsible pursuant to the terms of this Deed of Trust (unless Beneficiary elects, in its sole discretion, to not require Trustor to escrow the same). These items are called "Escrow Items" and the sums paid to Beneficiary or Trustee are called "Escrow Funds." If at any time Beneficiary or Trustee determines that the Escrow Funds are, or will be, insufficient to pay the Escrow Items, Trustor will immediately deposit additional Escrow Funds sufficient to pay all Escrow Items.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Trustor tenders to Beneficiary the full payment of all such sums; Trustor's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and Beneficiary shall promptly refund any excess funds to Trustor. Immediately prior to a foreclosure sale of the Property or its acquisition by Beneficiary, Trustor's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3.3 Maintenance of Trust Estate. Unless Beneficiary otherwise consents in writing, Trustor shall (a) keep the Property in good condition and repair, and promptly and in a good and workmanlike manner (and with new materials of good quality) complete any Improvements to be constructed on the Land, repair or restore any part of the Real Property that may be injured, damaged or destroyed, and repair, restore or replace any Goods that may be injured, damaged, destroyed or lost or that may be or become obsolete, defective or worn out (except that Trustor shall not be required to repair, restore or replace any such Goods of insignificant value which are not reasonably necessary or appropriate to the efficient operation of the Real Property or the completion of the Project), and in each case pay when due all valid claims for labor, service, equipment and material and any other costs incurred in connection with any such action, (b) not remove, demolish or materially alter any Improvements, (c) not construct any Improvements on the Land or undertake any site development work unless contemplated by the Loan Documents or otherwise approved by Beneficiary, (d) not commit or permit any waste of any part of the Property, (e) not permit or consent to any restriction that would prevent or otherwise impair the use or development of the Real Property for the purposes other than those presently made of the Real Property, (f) comply in all material respects with all laws and other requirements, and not commit or permit any material violation of any laws or other requirements, which affect any part of the Trust Estate or require any alterations or improvements to be made to any part of the Property, (g) take such action from time to time as may be reasonably necessary or appropriate, or as Beneficiary may reasonably require, to protect the physical security of the Property, (h) not part with possession of or abandon any part of the Trust Estate or cause or permit any interest in any part of the Trust Estate to be sold, transferred, leased, encumbered, released, relinquished, terminated or otherwise disposed of (whether voluntarily, by operation of law or otherwise), and (i) take all other action which may be reasonably necessary or appropriate to preserve, maintain and protect the Trust Estate, including the enforcement or performance of any rights or obligations of Trustor or any conditions with respect to any Rights.

Notwithstanding the foregoing or anything to the contrary herein, Trustor shall engage a property manager ("Manager") (which Manager may be an affiliate of Beneficiary) to manage the Property pursuant to a written agreement ("Management Agreement") wherein both the Manager and Management Agreement shall require Beneficiary's prior consent which may be withheld by Beneficiary, at Beneficiary's sole discretion, for any reason. Beneficiary may require that any such Manager coordinate and manage any of the responsibilities or obligations of Trustor hereunder (including, without limitation, the maintenance, repair and/or renovation of the Property, obtaining and maintaining insurance coverage for the Property, and such other matters as may be designated by Beneficiary).

Notwithstanding anything to the contrary herein, in no event shall Trustor have any right or authority to enter into (or modify or terminate) any agreement or contract which shall bind or affect the Property (including, without limitation, any lease, finance, sale, maintenance, repair or construction agreement), or to otherwise encumber the Property, without the prior written consent of Beneficiary, in Beneficiary's sole and absolute discretion.

Without limitation on any obligations of Trustor under the preceding paragraph, in the event that (i) all or a substantial or material portion of the Property is injured, damaged or destroyed by fire or other casualty, or (ii) any of the Property is damaged, destroyed or lost and any Damage Proceeds (as defined in § 3.4) are payable as a result of such occurrence or the cost of the repair, restoration or replacement is reasonably expected to exceed \$50,000, or (iii) any part (but less than all) of the Property is condemned, seized or appropriated by any governmental agency (or conveyed, with Beneficiary's consent, in lieu of any such action), the following additional provisions shall apply:

3.3.1 within 30 days (or such longer period as Beneficiary may approve in writing) after the date of such injury, damage, destruction, loss or other event, Trustor shall deliver to Beneficiary, in form and substance reasonably satisfactory to Beneficiary: (1) a written plan for the repair, restoration or replacement of the Property (any such repair, restoration or replacement being referred to as a "Restoration"), including the estimated cost of the Restoration and time of completion, (2) if requested by Beneficiary, a copy of the plans and specifications for the Restoration, and (3) such other Documents and information relating to the Restoration as Beneficiary may reasonably request;

3.3.2 if and to the extent required by Beneficiary, any contracts entered into by Trustor with architects, contractors, subcontractors or suppliers in connection with the Restoration shall be in form and substance and with an individual or entity, including a corporation, partnership, limited liability company, trust or other association ("Person") designated by Beneficiary and in a form acceptable to Beneficiary. Notwithstanding the foregoing, all contracts shall require Beneficiary's prior consent which may be withheld by Beneficiary, at Beneficiary's sole discretion, for any reason.;

3.3.3 the Restoration shall be conducted in accordance with such procedures and requirements as Beneficiary may reasonably specify, and shall be in substantial conformity with the applicable plans and specifications and the plan referred to in § 3.3.1 above and in compliance in all material respects with all applicable laws and other requirements;

3.3.4 if Beneficiary reasonably determines at any time that any available Damage Proceeds that Beneficiary may be required to release to Trustor for the Restoration pursuant to § 3.4 are or may be insufficient to pay for all costs of completing the Restoration, then Trustor shall deposit with Beneficiary, on demand, an amount deemed reasonably necessary by Beneficiary to cover such insufficiency (any such amount to be held and disbursed by Beneficiary in accordance with § 3.3.5 below); and

3.3.5 any Damage Proceeds that Beneficiary may be required to release to Trustor for the Restoration pursuant to § 3.4, together with any amounts deposited by Trustor with Beneficiary pursuant to § 3.3.4 above, shall be held by Beneficiary in a cash collateral account, shall be used solely to pay the cost of the Restoration and shall be disbursed in accordance with terms, conditions and procedures as Beneficiary may reasonably require (including compliance by Trustor with the provisions of § 3.3.1 through 3.3.4 above), provided that (1) Beneficiary shall have no obligation to disburse any such amounts if an Event of Default has occurred and is continuing, and (2) if the amount of any such Damage Proceeds received by Beneficiary exceeds the cost of completing the Restoration, the excess may be applied by Beneficiary to the Secured Obligations in such order and manner as Beneficiary may determine or, at the option of Beneficiary, may be released to Trustor.

Any application or release of Damage Proceeds or additional amounts deposited with Beneficiary pursuant to § 3.3.4 above whether under § 3.3 or § 3.4, shall not cure or waive any Event of Default or notice of default or invalidate any act done pursuant to such notice.

3.4 Insurance, Condemnation and Damage Claims. Trustor shall maintain fire and other insurance on the Property in amount acceptable to Beneficiary as follows: (a) general public liability insurance for injury or death of any one person in any one accident and for injury or death of more than one person in any one accident; (b) fire and extended casualty insurance on the Improvements for not less than replacement value of the Improvements; (c) workmen's compensation and such other insurance as may be required by law pursuant to the requirements of law. All such policies shall be issued by insurers satisfactory to Beneficiary, and shall be qualified under the laws of the state of Arizona, duly authorized and licensed to transact business in Arizona and reflecting a General Policy rating of A or better in Best's Key Rating Guide, and shall be in form at all times satisfactory to Beneficiary. Beneficiary shall be named as an Additional Insured on all liability policies and shall be named as a Loss Payee on all hazard insurance policies; or as Mortgagee, as determined by Beneficiary, if such designation confers similar liability and fire/casualty coverage as the designation of Additional Insured and Loss Payee.

All proceeds of any claim, demand, award, settlement or other payment arising or resulting from or otherwise relating to any such insurance or any loss or destruction of, injury or damage to, trespass to or taking, condemnation (or conveyance in lieu of condemnation) or public use of any of the Property (a "Damage Claim") are assigned and shall be payable and delivered to Beneficiary (any such proceeds of any Damage Claim being referred to in this Deed of Trust as "Damage Proceeds"). Trustor shall take all action reasonably necessary or required by Beneficiary in order to protect Trustor's and Beneficiary's rights and interests with respect to any Damage Claim, including the commencement of, appearance in and prosecution of any appropriate action or other proceeding, and Beneficiary may in its discretion participate in any such action or proceeding at the expense of Trustor.

So long as no Event of Default has occurred and is continuing, Trustor may settle, compromise or adjust any Damage Claim with the prior written consent of Beneficiary (which shall not be unreasonably withheld). Upon the occurrence and during the continuance of any Event of Default, Beneficiary shall have the sole right to settle, compromise or adjust any Damage Claim in such manner as Beneficiary may determine, and for this purpose Beneficiary may, in its own name or in the name of Trustor, take such action as Beneficiary deems appropriate to realize on any such Damage Claim. In either case, all Damage Proceeds payable in connection with any such Damage Claim shall be delivered directly to Beneficiary as provided in the preceding paragraph.

Any Damage Proceeds received by Beneficiary may be applied by Beneficiary in payment of the Secured Obligations in such order and manner as Beneficiary may determine,

provided that so long as no Event of Default has occurred and is continuing, Beneficiary shall release such Damage Proceeds to Trustor for the Restoration of the Property in the manner set forth in § 3.3; except that Beneficiary shall not be required to release such Damage Proceeds (and may apply such Damage Proceeds to the Secured Obligations as set forth above) to the extent that such Damage Proceeds relate to any condemnation, seizure or other appropriation by any governmental agency of all or any portion of the Property (including Damage Proceeds payable in lieu of any such action), or if Beneficiary has reasonably determined that the security of this Deed of Trust has been impaired, or will be impaired upon release of Damage Proceeds to Trustor, or that the repair, restoration or replacement of the Trust Estate in the manner set forth in § 3.3 is not economically practical or is not likely to be completed prior to the maturity date of the Note ("Maturity Date"), in any which case the balance of the Secured Obligations shall also be due and payable.

3.5 Liens and Taxes. Subject to the right of Trustor to contest any such payments upon the posting of security reasonably satisfactory to Beneficiary so long as such contest stays the enforcement of such lien or charge, (a) Trustor shall pay, prior to delinquency, all taxes which are or may become a lien affecting any part of the Trust Estate (including assessments on appurtenant water stock), and (b) Trustor shall pay and perform when due all other obligations secured by or constituting a lien affecting any part of the Trust Estate.

3.6 Environmental Pollutants. For purposes of this Deed of Trust, "Environmental Pollutant" shall mean any pollutant, contaminant, solid waste, hazardous, infectious, radioactive or toxic waste, substance or material defined as such pursuant to the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, et seq.), the Arizona Environmental Quality Act (A.R.S. Title 49), or any other Federal, state or local environmental law, statute, code, rule, regulation, order, decree or ordinance (collectively referred to as "Environmental Requirements").

Trustor shall, and does hereby agree to, indemnify and hold Beneficiary harmless from any and all actions, claims (including without limitation, third party claims), expenses, damages, losses, liabilities, remedial action costs and other costs, including without limitation, court costs, attorneys' fees, punitive damages, civil penalties and criminal penalties, which may result in connection with any Environmental Pollutant which is related to the Real Property or which is now or hereafter located above, in, on, under or around the Real Property. Such indemnification shall survive the termination of this Deed of Trust, whether such termination occurs as a result of the exercise by Beneficiary of its rights and remedies hereunder or as a result of payment of the Note.

3.7 Actions. Trustor shall appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Trust Estate, the security of this Deed of Trust or the rights or powers of Beneficiary or Trustee, and give Beneficiary prompt written notice of any such claim, action or proceeding. Beneficiary and Trustee may, at the expense of Trustor, appear in and defend any such claim, action or proceeding and any claim, action or other proceeding asserted or brought against Beneficiary or Trustee in connection with or relating to any part of the Trust Estate or this Deed of Trust.

3.8 Action By Beneficiary or Trustee. If Trustor fails to perform any of its obligations under this Trust Deed then, Beneficiary or Trustee may, but without any obligation to do so, and without notice to or demand upon Trustor, and without releasing Trustor from any obligations hereunder, and at the expense of Trustor: (a) perform such obligations in such manner and to such extent and make such payments and take such other action as either may deem necessary in order to protect the security of this Deed of Trust, Beneficiary or Trustee being authorized to enter upon the Real Property for such purposes, (b) appear in and defend any claim or any action or other proceeding purporting to affect title or other interests relating to any part of the Trust Estate, the

security of this Deed of Trust or the rights or powers of Beneficiary or Trustee, and (c) pay, purchase, contest or compromise any lien or right of others which in the reasonable judgment of either is or appears to be or may for any reason become prior or superior to this Deed of Trust. If Beneficiary or Trustee shall elect to pay any such lien or right of others or any taxes which are or may become a lien affecting any part of the Trust Estate or make any other payments to protect the security of this Deed of Trust, Beneficiary or Trustee may do so without inquiring into the validity or enforceability of any apparent or threatened lien, right of others or taxes, and may pay any such taxes in reliance on information from the appropriate taxing authority or public office without further inquiry.

3.9 Obligations With Respect to Trust Estate. Neither Beneficiary nor Trustee shall be under any obligation to preserve, maintain or protect the Trust Estate or any of Trustor's rights or interests in the Trust Estate, or make or give any presentments, demands for performance, protests, notices of nonperformance, protest or dishonor or other notices of any kind in connection with any Rights, or take any other action with respect to any other matters relating to the Trust Estate. Beneficiary and Trustee do not assume and shall have no liability for, and shall not be obligated to perform, any of Trustor's obligations with respect to any Rights or any other matters relating to the Trust Estate, and nothing contained in this Deed of Trust shall release Trustor from any such obligations.

3.10 Assignment of Rents. Trustor absolutely, unconditionally and irrevocably grants, transfers and assigns to Beneficiary, during the continuance of this Deed of Trust, all of Trustor's right, title and interest in and to the Rents (and all Rents shall be deposited as Escrow Funds). Notwithstanding such assignment, so long as no Event of Default has occurred and is continuing, Trustor shall have a license to collect, receive, hold and dispose of the Rents as the same become due and payable (subject to the deposit of the same as Escrow Funds), provided that unless Beneficiary otherwise consents in writing: (a) any such Rents paid more than 30 days in advance of the date when due shall be delivered to Beneficiary and held by Beneficiary in a cash collateral account, to be released and applied on the date when due (or, if an Event of Default has occurred and is continuing, at such other time or times and in such manner as Beneficiary may determine), and (b) if an Event of Default has occurred and is continuing, Trustor's right to collect and receive the Rents shall cease and Beneficiary shall have the sole right, with or without taking possession of the Real Property, to collect all Rents, including those past due and unpaid. Any such collection of Rents by Beneficiary shall not cure or waive any Event of Default or notice of default or invalidate any act done pursuant to such notice. Failure or discontinuance of Beneficiary at any time, or from time to time, to collect the Rents shall not in any manner affect the subsequent enforcement by Beneficiary of the right to collect the same. Nothing contained in this Deed of Trust, nor the exercise of the right by Beneficiary to collect the Rents, shall be deemed to make Beneficiary a "mortgagee in possession" or shall be, or be construed to be, an affirmation by Beneficiary of, or an assumption of liability by Beneficiary under, or a subordination of the lien of this 'Deed of Trust to, any tenancy, lease or option.

3.11 Event of Default. The occurrence of any one or more of the following events shall constitute an Event of Default:

3.11.1 Trustor shall fail to pay all or any portion of the principal of the Note when due; or

3.11.2 Trustor shall fail to pay any installment of interest on the Notes or any other amount payable by Trustor to Beneficiary under the Loan Documents when due, or Trustor shall fail to pay all accrued interest and all other amounts then payable by Trustor to Beneficiary under the Loan Documents on the Maturity Date (as it might be extended) or the date of final payment of the principal of the note in full; or

3.11.3 Trustor or any Guarantor shall fail to perform or observe any other term, covenant or agreement contained in any Loan Document; or

3.11.4 any representation by Trustor or any Guarantor in this Deed of Trust or any of the Loan Documents proves to have been incorrect in any respect when made; or

3.11.5 if there is any construction upon the Real Property, then if, as a result of any act or omission of Trust (including, without limitation, any failure of Trust to provide adequate funds for the same), work relating to construction of the improvements ceases for 10 consecutive days for any reason other than acts of God or other causes beyond the reasonable control of Trustor, or such work ceases for 20 consecutive days for any reason, or Trustor is enjoined by any court or other governmental agency from constructing the improvements or performing any Obligations and such injunction continues unreleased and unstayed for 45 days; or

3.11.6 Intentionally Omitted

3.11.7 all or a substantial or material portion of the Trust Estate is damaged or destroyed by fire or other casualty and Beneficiary has reasonably determined that the security of this Deed of Trust has been impaired or that the repair, restoration or replacement of the Trust Estate in accordance with the requirements of this Deed of Trust is not economically practicable or is not likely to be completed prior to the Maturity Date; or all or a substantial or material portion of the Real Property is condemned, seized or appropriated by any governmental agency or subject to any action or other proceeding instituted by any governmental agency for any such purpose; or

3.11.8 If Trustor is not a natural person, then if Trustor is dissolved or liquidated or merged with or into any Person; or for any period of more than 10 days ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of its incorporation or formation and Arizona; or if Trustor is an individual dies or becomes incapacitated; or all or substantially all of the assets of Trustor are sold or otherwise transferred; or

3.11.9 If Trustor is not a natural person, then if Trustor ceases to be managed and controlled by the Person or Persons who manage and control Trustor as of the date of this Agreement, or any ownership interest in Trustor is transferred, assigned, sold, hypothecated, pledged, optioned or encumbered, directly or indirectly, intentionally or unintentionally, to any other party without the prior written consent of Beneficiary, which may be withheld by Beneficiary in Beneficiary's sole and absolute discretion, or Trustor assigns or attempts to assign any rights or interests under any Loan Document without the prior written consent of Beneficiary; or any Loan Document becomes or is claimed by Trustor to be unenforceable against Trustor; or

3.11.10 Trustor or any Guarantor is subject to an order for relief by the bankruptcy court, or is unable or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or Trustor or any Guarantor applies for or consents to the appointment of any receiver, trustee or similar official for it or for all or any part of its property (or any such appointment is made without its consent and the appointment continues undischarged and unstayed for 60 days); or Trustor or any Guarantor institutes or consents to any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation or similar proceeding relating to it or to all or any part of its property under the laws of any jurisdiction (or any such proceeding is instituted without its consent and continues undismissed and unstayed for 60 days); or any judgment, writ, warrant of attachment or execution or similar process is issued or levied against any of the Trust Estate or any other property of Trustor or any Guarantor and is not released, vacated or fully bonded within 60 days after its issue or levy; or



3.11.11 If Trustor permits or suffers a junior lien or encumbrance (other than the Loan Documents) to be placed upon the Real Property without the prior written consent of Beneficiary, such consent is at the sole and absolute discretion of Beneficiary; or

3.11.12 any adverse change shall occur in the financial condition, operations, properties or prospects of Trustor or any Guarantor, or any event shall occur which has a adverse impact on the Trust Estate or any material change occurs in the value of the Real Property; or

3.11.13 intentionally omitted; or

3.11.14 default occurs under any promissory note, deed of trust, Personal Guaranty or other Loan Document at any time executed by Trustor, Guarantors or any member, parent, subsidiary or affiliated entity of Trustor, in favor of Beneficiary or any affiliate, assignee, successor or otherwise related entity of Beneficiary; or

3.11.15 default occurs under any promissory note, or any deed of trust or any other loan document, whether junior or senior to this Note and Deed of Trust, that relates to the Real Property; or

3.11.16 Any of the warranties or representations contained in Exhibit "B" attached hereto and incorporated herein by this reference is incorrect in any respect whatsoever when made; or

3.11.17 intentionally omitted; or

3.11.18 intentionally omitted.

3.12 Remedies. Upon the occurrence of any Event of Default: (a) Trustor shall be in default under this Deed of Trust, and upon acceleration of the maturity of any Secured Obligations in accordance with the terms of the Note or this Deed of Trust, all Secured Obligations shall immediately become due and payable without further notice to Trustor; (b) upon demand by Beneficiary, Trustor shall pay to Beneficiary, in addition to all other payments specifically required under the Loan Documents, in monthly installments, at the times and in the amounts required by Beneficiary from time to time, sums which when cumulated will be sufficient to pay one month prior to the time the same become delinquent, all taxes which are or may become a lien affecting the Trust Estate and the premiums for any policies of insurance to be obtained hereunder (all such payments to be held in a cash collateral account as additional security for the Secured Obligations); and (c) Beneficiary may, without notice to or demand upon Trustor, which are expressly waived by Trustor, and without releasing Trustor from any of its Obligations, exercise any one or more of the following Remedies as Beneficiary may determine:

3.12.1 Beneficiary may, either directly or through an agent or court appointed receiver, and without regard to the adequacy of any security for the Secured Obligations:

3.12.1.1 enter, take possession of, manage, operate, protect, preserve and maintain, and exercise any other rights of an owner of, the Trust Estate, and use any other properties or facilities of Trustor relating to the Trust Estate, all without payment of rent or other compensation to Trustor;

3.12.1.2 enter into such contracts and take such other action as Beneficiary deems appropriate to complete all or any part of the Project or any other construction on the Land, subject to such modifications and other changes in the project or the plan of development as Beneficiary may deem appropriate;

3.12.1.3 make, cancel, enforce or modify leases, obtain and evict tenants, fix or modify rents and, in its own name or in the name of Trustor, otherwise conduct any business of Trustor in relation to the Trust Estate and deal with Trustor's creditors, debtors, tenants, agents and employees and any other Persons having any relationship with Trustor in relation to the Trust Estate, and amend any contracts between them, in any manner Beneficiary may determine;

3.12.1.4 either with or without taking possession of the Trust Estate, notify obligors on any Rights that all payments and other performance are to be made and rendered directly and exclusively to Beneficiary, and in its own name supplement, modify, amend, renew, extend, accelerate, accept partial payments or performance on, make allowances and adjustments and issue credits with respect to, give approvals, waivers and consents under, release, settle, compromise, compound, sue for, collect or otherwise liquidate, enforce or deal with any Rights, including collection of amounts past due and unpaid (Trustor agreeing not to take any such action after the occurrence of an Event of Default without prior written authorization from Beneficiary);

3.12.1.5 endorse, in the name of Trustor, all checks, drafts and other evidences of payment relating to the Trust Estate, and receive, open and dispose of all mail addressed to Trustor and notify the postal authorities to change the address for delivery of such mail to such address as Beneficiary may designate; and

3.12.1.6 take such other action as Beneficiary deems appropriate to protect the security of this Deed of Trust.

3.12.2 Beneficiary may execute and deliver to Trustee a written statement of breach and nonperformance, whereupon Trustee shall give such Notice of Trustee's Sale as is then required by law; and after the lapse of such time as may then be required by law following the recordation of such Notice of Trustee's Sale, and such other notice of sale having been given as there required by law, Trustee, without demand on Trustor, shall sell such property at the time and place fixed by it in such Notice of Trustee's Sale, either as a whole or in separate parcels and in such order as Beneficiary may direct (Trustor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States (or cash equivalents acceptable to Trustee to the extent permitted by applicable law), payable at the time of sale. Trustee may postpone the sale of all or any part of the Trust Estate by public announcement at such time and place of sale, and from time to time after any such postponement may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied, and the recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any Person, including Trustee or Beneficiary, may purchase at such sale, and any bid by Beneficiary may be, in whole or in part, in the form of cancellation of all or any part of the Secured Obligations. Any such sale shall be free and clear of any interest of Trustor and any lease, encumbrance or other matter affecting the property so sold which is subject or subordinate to this Deed of Trust, except that any such sale shall not result in the termination of any such lease (A) if and to the extent otherwise provided in any estoppel or other agreement executed by the tenant and Beneficiary (or executed by the tenant in favor of, and accepted by, Beneficiary), or (B) if the purchaser at such sale gives written notice to the tenant, within 30 days after date of sale, that the lease will continue in effect.

3.12.3 With respect to any Personal Property, Beneficiary shall have in any jurisdiction where enforcement of this Deed of Trust is sought all Remedies of a secured party under the UCC and may require Trustor, on demand, to assemble all Personal Property and

make it available to Beneficiary at places that Beneficiary may select that are reasonably convenient for both parties, whether at the premises of Trustor or elsewhere.

3.12.4 Beneficiary may proceed to protect, exercise and enforce any and all other Remedies provided under the Loan Documents or by applicable laws.

All proceeds of collection, sale or other liquidation of the Trust Estate shall be applied first to all costs, fees, expenses and other amounts (including interest) payable by Trustor under § 3.13 of this Deed of Trust and to all other Secured Obligations not otherwise repaid in such order and manner as Beneficiary may determine, and the remainder, if any, to the Person or Persons legally entitled thereto.

Without limitation on any other provision of this Deed of Trust, no Person who acquires any interest in the Trust Estate under a sale thereof pursuant to this § 3.12 shall be deemed, as a result of such acquisition, to have assumed any of Trustor's obligations with respect to any Rights or any other matters relating to the Trust Estate, except to the extent that such obligations are expressly assumed by such Person in writing.

To the maximum extent allowed by law, each of the Remedies provided in this Deed of Trust is cumulative and not exclusive of, and shall not prejudice, any other Remedy provided in this Deed of Trust or by applicable laws or under any other Loan Document. To the maximum extent allowed by law, each Remedy may be exercised from time to time as often as deemed necessary by Trustee and Beneficiary, and in such order and manner as Beneficiary may determine. This Deed of Trust is independent of any other security for the Secured Obligations, and upon the occurrence of an Event of Default, Trustee or Beneficiary may proceed in the enforcement of this Deed of Trust independently of any other Remedy that Trustee or Beneficiary may at any time hold with respect to the Trust Estate or the Secured Obligations or any other security. Trustor, for itself and for any other Person claiming by or through Trustor, waives, to the fullest extent permitted by applicable laws, all rights to require a marshaling of assets by Trustee or Beneficiary or to require Trustee or Beneficiary to first resort to any particular portion of the Trust Estate or any other security (whether such portion shall have been retained or conveyed by Trustor) before resorting to any other portion, and all rights of redemption; stay and appraisal.

3.13 Costs Fees and Expenses. Trustor shall pay, on demand, all costs, fees, expenses, advances, charges, losses and liabilities of Trustee and Beneficiary under or in connection with this Deed of Trust or the enforcement of, or the exercise of any Remedy or any other action taken by Trustee or Beneficiary under, this Deed of Trust or the collection of the Secured Obligations, in each case including (a) reconveyance and foreclosure fees of Trustee, (b) costs and expenses of Beneficiary or Trustee or any receiver appointed under this Deed of Trust in connection with the operation, maintenance, management, protection, preservation, collection, sale or other liquidation of the Trust Estate or foreclosure of this Deed of Trust, (c) advances made by Beneficiary to complete or partially construct all or any part of the Project or any other construction on the Land or otherwise to protect the security of this Deed of Trust, (d) cost of evidence of title, and (e) the reasonable fees and disbursements of Trustee's and Beneficiary's legal counsel and other out-of-pocket expenses, and the reasonable charges of Beneficiary's internal legal counsel; together with interest on all such amounts until paid (i) at the Default Rate in the case of any such interest payable to Beneficiary, and (ii) at the rate provided by law in the case of any such interest payable to Trustee.

3.14 Late Payments. By accepting payment of any part of the Secured Obligations after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other Secured Obligations or to declare a default for failure to so pay.

3.15 Action by Trustee. At any time and from time to time upon written request of Beneficiary and presentation of this Deed of Trust for endorsement, and without affecting the personal liability of any Person for payment of the Secured Obligations or the security of this Deed of Trust for the full amount of the Secured Obligations on all property remaining subject to this Deed of Trust, Trustee may, without notice and without liability for such action, and notwithstanding the absence of any payment on the Secured Obligations or any other consideration: (a) reconvey all or any part of the Trust Estate, (b) consent to the making and recording, or either, of any map or plat of the Land, (c) join in granting any easement affecting the Land, or (d) join in or consent to any extension agreement or any agreement subordinating the lien of this Deed of Trust. Trustee is not obligated to notify Trustor or Beneficiary of any pending sale under any other deed of trust or of any action or other proceeding in which Trustor, Beneficiary or Trustee is a party unless brought by Trustee.

3.16 Reconveyance. Upon written request of Beneficiary and surrender of this Deed of Trust and the Note to Trustee for cancellation or endorsement, and upon payment of its fees and charges, Trustee shall reconvey, without warranty, all or any part of the property then subject to this Deed of Trust. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto," and the recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. Beneficiary shall not be required to cause any property to be released from this Deed of Trust until final payment and performance in full of all Secured Obligations and termination of all obligations of Beneficiary under or in connection with the Note or this Deed of Trust.

3.17 Substitution of Trustee. Beneficiary may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named in or acting under this Deed of Trust, which instrument, when executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the land is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the predecessor Trustee, succeed to all of its title, estate, rights, powers and duties. Such instrument must contain the name of the original Trustor, Trustee and Beneficiary, the book and page where this Deed of Trust is recorded (or the date of recording and instrument number) and the name and address of the new Trustee.

3.18 Attorney-in-Fact. Trustor appoints Beneficiary as Trustor's attorney-in-fact, with full authority in the place of Trustor and in the name of Trustor or Beneficiary, to take such action and execute such Documents as Beneficiary may reasonably deem necessary or advisable in connection with the exercise of any Remedies or any other action taken by Beneficiary or Trustee under this Deed of Trust.

3.19 Successors and Assigns. This Deed of Trust applies to and shall be binding on and inure to the benefit of all parties to this Deed of Trust and their respective successors and assigns.

3.20 Acceptance. Notice of acceptance of this Deed of Trust by Beneficiary or Trustee is waived by Trustor. Trustee accepts this Deed of Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

3.21 Beneficiary's Statements. If the Trustor, Trustor's agent or any related or unrelated party requests any document or statement, including but not limited to demand notices, payoff requests or other statements of account, correction documents and/or legal documents of any kind, regarding the Secured Obligations, including the Note, this Deed of Trust or any other document evidencing or securing the Secured Obligations, Beneficiary may charge a fee for such document or statement not to exceed the maximum amount permitted by law at the time of the request for such document or statement.

3.22 Fixture Filing. This Deed of Trust covers certain Goods which are or are to become fixtures related to the Land and constitutes a "fixture filing" with respect to such Goods executed by Trustor (as "debtor") in favor of Beneficiary (as "secured party").

3.23 Governing Law. This Deed of Trust shall be governed by, construed in accordance with and enforced under the laws of the state of Arizona, without regard to the rules of conflicts of law of such state.

3.24 Request for Notice. Trustor requests that a copy of any notice of default and a copy of any notice of sale be mailed to Trustor at Trustor's address set forth above.

3.25 Errors and Omissions. The undersigned Trustor will, upon request of the Beneficiary or Trustee, promptly correct any defect, error or omission which may be discovered in the contents of this Deed of Trust or the Loan Documents or in the execution or acknowledgement thereof, and will execute, acknowledge and deliver such further instruments and do such further acts as may be necessary or as may be requested by the Beneficiary or Trustee to carry out the purposes of this Deed of Trust and Loan Documents.

3.26 Cross-Default. IT IS EXPRESSLY AGREED THAT EACH AND EVERY PROMISSORY NOTE OR DEBT INSTRUMENT AT ANY TIME IN THE PAST OR IN THE FUTURE EXECUTED BY BORROWER, OR BY ANY OF THE GUARANTORS OR BY ANY MEMBER, MANAGER, OFFICER, PARENT, SUBSIDIARY OR AFFILIATED ENTITY OF BORROWER OR OF ANY OF THE GUARANTORS, INCLUDING, BUT NOT LIMITED TO, JAY AND HEATHER CARTER, MOCHI PROPERTIES, LLC, VACAR, LLC, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (INDIVIDUALLY CALLED A "BORROWER PARTY" AND COLLECTIVELY CALLED THE "BORROWER PARTIES"), IN FAVOR OF LENDER OR ANY AFFILIATE, ASSIGNEE, OR SUCCESSOR OF BENEFICIARY, OR ANY MEMBER, MANAGER, OFFICER, PARENT, SUBSIDIARY OR ASSIGN OF LENDER (INDIVIDUALLY CALLED A "LENDER PARTY" AND COLLECTIVELY CALLED THE "LENDER PARTIES") IS CROSS-DEFAULTED WITH ALL OTHER PROMISSORY NOTES AND DEBT INSTRUMENTS EXECUTED BY ANY BORROWER PARTY IN FAVOR OF ANY LENDER PARTY, MEANING THAT ANY DEFAULT OR BREACH UNDER ANY SUCH PROMISSORY NOTE OR DEBT INSTRUMENT CONSTITUTES A MATERIAL BREACH AND DEFAULT UNDER ALL OTHER PROMISSORY NOTES AND DEBT INSTRUMENTS, AND IT IS FURTHER EXPRESSLY AGREED THAT A BREACH OR DEFAULT UNDER ANY OF THE LOAN DOCUMENTS RELATING IN ANY MANNER TO ANY OF SUCH PROMISSORY NOTES OR DEBT INSTRUMENTS (THE "LOAN DOCUMENTS") WILL CONSTITUTE A MATERIAL BREACH AND DEFAULT UNDER ALL OTHER LOAN DOCUMENTS RELATING TO ANY SUCH PROMISSORY NOTES OR DEBT INSTRUMENTS.

3.27 Cross-Collateralization. It is also expressly agreed that all of the security, properties, assets, and collateral given or granted to secure any of the duties and obligations set forth in the Promissory Notes and Debt Instruments (as those terms are used in subsection 3.26. above), or in any of the Loan Documents (as that term is defined or used in subsection 3.26. above), including any deed of trust or the loan amendment agreement at any time (including in the past and in the future) executed by any of the Borrower Parties in favor of any of the Lender Parties is and shall be security and collateral for the performance by all other Borrower Parties of all of their respective duties and obligations under any and all of the Promissory Notes and Debt Instruments and Loan Documents.

3.26 Time. Time is of the essence as to the obligations of the parties under this Deed of Trust and all Loan Documents.



## **EXHIBIT "A"**

**THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:**

**Lot 72, of Mission Manor No. 2, according to Book 51 of Maps, Page 4, records of Maricopa County, Arizona.**

**For information purposes only: 2909 W. Glenrosa Ave., Phoenix, AZ 85017  
APN/Parcel ID: 154-25-048**

## EXHIBIT B

Trustor hereby makes the following Representations and Warranties to Beneficiary:

1. Trustor has good and marketable title to the Real Property and good title to the Personal Property, free and clear of all liens or encumbrances other than the leases and items appearing in Beneficiary's title insurance policy regarding the Property and this Deed of Trust.
2. No actions, suits, investigations, litigation, bankruptcy, reorganization or other proceedings are pending at law or in equity or before any federal, state, territorial, municipal or other government department, commission, board, bureau, agency, courts or instrumentality, or to the best of its knowledge, are threatened, against or affecting Trustor or any manager or member therein or owner thereof, the operations of the Property or any tenant in the Property:
  - a. Which might affect the validity or priority of the lien of this Deed of Trust; or
  - b. Which may affect the ability of Trustor to perform its obligations pursuant to and as contemplated by the terms and provisions of the Loan Documents; or
  - c. Which could adversely affect the operations or financial condition of Trustor or any member or manager in Trustor or owner of Trustor.
3. Neither Trustor, any manager therein, nor owners thereof, nor members, nor any principals of such entities have ever been adjudicated as bankrupt, have filed or have filed against them any petitions in bankruptcy or have otherwise taken advantage of any bankruptcy, insolvency or other readjustment of debt laws.
4. The execution, delivery and performance of the Note, the Deed of Trust and the other Loan Documents will not constitute a breach or default under any other agreement to which Trustor is a party or may be bound or affected, or a violation of any law or court order which may affect the Property, any part thereof, any interest therein, or the use thereof.
5. Trustor is not in violation of or in default with respect to any term or provision of any other loan commitments, mortgage, deed of trust, indenture, contract, operating agreement or instrument applicable to Trustor or the Property or by which it is bound or with respect to any order, writ, injunction, decree or demand of any court or any governmental agency or authority.
6. Trustor has not entered into any leases nor are there any unrecorded leases or other arrangements for occupancy of the space within the Property.
7. The Property consists of a separate tax lot or lots assessed separately and apart from any other property owned by Trustor or any other owner.
8. This Loan and the Property described herein is to be used for commercial and/or investment purposes and without such representation by the Trustor, Beneficiary would not enter into this transaction;
9. No improvements have been made to the property without obtaining any necessary permits.
10. If there have been any prior business transactions and/or personal relationships with any of the persons involved in this transaction I have disclosed each and every relationship or transaction in writing and obtained a signature from the Beneficiary as evidence of such disclosure.



11. No other contracts, agreements, understandings or deals have been, or will be, entered into orally or in writing between buyer, seller, broker, inspector, appraiser, borrower, escrow agent, accountant, representative, employee or Beneficiary;
12. Nothing of any value whatsoever is, was or will be transferred between the Trustor and buyer, seller, broker, related party, inspector, appraiser, borrower, escrow agent, accountant, representative, employee or Beneficiary or any other party prior to or subsequent to the closing of this loan;
13. The information provided to the Beneficiary, including but not limited to financial statements, bank records, rent rolls, income and expense reports, cash flow statements, and any other representations both oral and written are Accurate, Truthful and Correct;
14. The Property does not lie in a 100 year flood plain that has been identified by the Secretary of Housing and Urban Development or any other governmental authority.
15. Trustor has disclosed all information known to it regarding the property, whether or not specifically requested, that may or may not influence the Beneficiary's decision to make the Loan represented by the Promissory note executed by Trustor in favor of the Beneficiary of even date herewith, or that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing executed by Trustor of even date herewith, into which this Exhibit B is incorporated, or any other loan documents executed by Trustor of even date herewith.
16. Trustor hereby agrees and shall state in an affidavit, which affidavit will be delivered by Trustor to Beneficiary from time to time upon the request of Beneficiary, that the matters recited in these representations and warranties as of the date of such affidavit are still accurate, truthful and correct.
17. Trustor and Members of Trustor if Trustor is a limited liability company and shareholders of Trustor if Trustor is a corporation, hereby agree to provide, upon the request of Beneficiary, copies of filed tax returns, or properly executed IRS Forms 8821 authorizing Beneficiary or representative of Beneficiary to obtain copies of filed tax returns directly from the IRS.