

AFTER RECORDING RETURN TO:
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Klamath County, Oregon
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**DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING**

By

SHASTA VIEW AID PROPCO LLC

as Grantor

to

FIRST AMERICAN TITLE INSURANCE COMPANY

as Trustee

for the benefit of

KEYBANK NATIONAL ASSOCIATION, as Beneficiary

Subject Property: 151 Williams Avenue, Klamath Falls, OR 97601
(Additional legal description in Exhibit "A" of this Instrument)

Assessor's Property Tax Parcel Account Number(s): R441338

**THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE
INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE**

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING (hereinafter referred to as this "**Deed of Trust**"), is made and entered into as of the 1st day of June, 2016, by **SHASTA VIEW AID PROPCO LLC**, a Delaware limited liability, company, as grantor or trustor, (hereinafter as the "**Grantor**"), having as its business address at c/o AID Holdings, LLC, 330 N. Wabash, Suite 3700, Chicago, IL 60611, Attn: General Counsel; and **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (hereinafter referred to as "**Trustee**") as trustee for the benefit of **KEYBANK NATIONAL ASSOCIATION**, a national banking association, as Administrative Agent (for benefit of Lenders), as beneficiary (hereinafter referred to as "**Beneficiary**") having as a business (and mailing) address at 4910 Tiedeman Road, 3rd Floor, Brooklyn, Ohio 44144;

WITNESSETH:

WHEREAS, Grantor is party to that certain Third Amended and Restated Secured Loan Agreement dated as of the date hereof (as the same may from time to time be modified, extended, renewed, consolidated, syndicated, increased restated or replaced, is hereinafter sometimes referred to as the "**Loan Agreement**") made by and among the Borrowers (as defined in the Loan Agreement from time to time (including Grantor)) (collectively, "**Borrowers**", or each individually as a "**Borrower**") and Beneficiary, as Administrative Agent (for the benefit of the Lenders) for provision of certain loans and letters of credit (as defined in the Loan Agreement as the "**Facility**") in the total the amount of up to One Hundred Ninety-Two Million and No/100 Dollars (\$192,000,000.00), as more particularly described in the Loan Agreement;

WHEREAS, the Loan Agreement provides, among other things, for final payment of principal and interest due on the Facility, if not sooner paid or payable as provided in the Loan Agreement, to be due on or before the date defined as the "Maturity Date" in the Loan Agreement) or such later date as extended in accordance with the Loan Agreement (herein, the "**Maturity Date**");

WHEREAS, Beneficiary is desirous of securing the prompt payment and performance of all of Borrowers' Obligations and any additional indebtedness accruing to Beneficiary on account of any future payments, advances or expenditures made by Beneficiary pursuant to this Deed of Trust and any additional sums with interest thereon advanced as provided in the Loan Agreement or for protection of any Collateral under any of the Loan Documents (as defined below). Terms used and not defined herein shall have the meaning set forth in the Loan Agreement.

WHEREAS, this Deed of Trust is being delivered in connection with Section 4.3(a) of the Loan Agreement.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, to secure

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payment of the Obligations and the performance of the covenants and agreements herein contained to be performed by Grantor, for good and valuable consideration in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound, hereby agrees and covenants as follows:

1. **Granting Clauses.** Grantor hereby irrevocably and absolutely does by these presents GRANT AND CONVEY, WARRANT, SET OVER, TRANSFER, ASSIGN, BARGAIN AND SELL in trust, to Trustee, its successors and assigns, with all powers of sale and all statutory rights under the laws of the State in which the Premises is located, for the benefit of Beneficiary and its successor and assigns, and grants to Trustee a security interest in, all of Grantor's present and hereafter acquired estate, right, title and interest in, to and under the following (collectively referred to herein as the "***Premises***"):

(a) That certain real property situated in Klamath County, Oregon, for the benefit of Beneficiary and its successors and assigns and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference (the "***Land***"), together with all buildings, structures and improvements now or hereafter erected on the Land, together with all fixtures and items that are to become fixtures thereto (collectively, the "***Improvements***");

(b) All and singular the easements, rights-of-way, licenses, permits, rights of use or occupancy, privileges, tenements, appendages, hereditaments and appurtenances and other rights and privileges attached or belonging to the Land or Improvements or in any way appertaining thereto, whether now or in the future;

(c) The land lying within any street, alley, avenue, roadway or right-of-way open or proposed or hereafter vacated in front of or adjoining the Land; and all right, title and interest, if any, of Grantor in and to any strips and gores adjoining the Land;

(d) All machinery, apparatus, equipment, goods, systems, building materials, carpeting, furnishings, fixtures, fittings, appliances, furniture and property of every kind and nature whatsoever, now or hereafter located in or upon or affixed to the Land or Improvements, or any part thereof, or used or usable in connection with any construction on or any present or future operation of the Land or Improvements, now owned or hereafter acquired by Grantor, including, but without limitation of the generality of the foregoing: all heating, lighting, refrigerating, ventilating, air-conditioning, air-cooling, electrical, fuel, garbage, sanitary drainage, removal of dust, refuse or garbage, fire extinguishing, plumbing, cleaning, telephone, communications and power equipment, systems and apparatus; and all elevators, switchboards, motors, pumps, screens, awnings, floor coverings, cabinets, partitions, conduits, ducts and compressors; and all cranes and craneways, oil storage, sprinkler/fire protection and water service equipment; and also including any of such property stored on the Land or Improvements or in warehouses and intended to be used in connection with or incorporated into the Land or Improvements or for the pursuit of any other activity in which Grantor may be engaged on the Land or Improvements, and including without limitation all tools, musical instruments and systems, cabinets, awnings, window shades, venetian blinds, drapes and drapery rods and brackets, screens, carpeting and other window and floor coverings, decorative fixtures, plants, cleaning apparatus, and cleaning equipment, refrigeration equipment, cables, computers, software, books, supplies, kitchen equipment, motor vehicles, appliances, tractors, lawn mowers,

ground sweepers and tools, swimming pools, whirlpools, recreational or play equipment together with all substitutions, accessions, repairs, additions and replacements to any of the foregoing; it being understood and agreed that all such machinery, equipment, apparatus, goods, systems, fixtures, fittings, appliances, furniture, building materials, and property are a part of the Improvements and are declared to be a portion of the security for the Obligations (whether in single units or centrally controlled, and whether physically attached to said real estate or not), excluding, however, personal property owned by tenants ("*Tenants*");

(e) Any and all awards, payments or insurance proceeds, including interest thereon, and the right to receive the same, including all claims to and demands for them which may be paid or payable with respect to the Land or Improvements or other properties, described above as a result of: (1) the exercise of the right of eminent domain, condemnation or action in lieu thereof; or (2) the alteration of the grade of any street; or (3) any fire, casualty, accident, damage or other injury to or decrease in the value of the Land or Improvements or other properties described above, to the extent of all amounts which may be secured by this Deed of Trust at the date of receipt of any such award or payment by Grantor or Beneficiary, and of the reasonable counsel fees, costs and disbursements incurred by Grantor or Beneficiary in connection with the collection of such award or payment. Grantor agrees to execute and deliver, from time to time, such further instruments as may be requested by Beneficiary to confirm such assignment to Beneficiary of any such award or payment;

(f) Any and all accounts receivable and any right of Grantor to payment for goods sold or leased or for services rendered, whether or not yet earned by performance, and whether or not evidenced by an instrument or chattel paper, arising from the operation of the Premises, now existing or hereafter created, substitutions therefor, proceeds thereof (whether cash or noncash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any or all of the foregoing and proceeds therefrom including, without limitation, all of the following now owned or hereafter created or acquired by Grantor: (i) accounts, contract rights, health-care-insurance receivables, book debts, notes, drafts, and other obligations or indebtedness owing to Grantor arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Grantor's rights in, to and under all purchase orders for goods, services or other property; (iii) Grantor's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to Grantor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Grantor); (v) securities, investment property, financial assets and securities entitlements; (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of Grantor with respect to the Premises; (collectively, the "*Accounts*");

(g) To the extent assignable, any and all warranties, guarantees, authorizations, licenses, permits, contracts, management agreements, franchise agreements, and occupancy and other certificates concerning the ownership, use and operation of the Premises (collectively, the "*Permits*");

(h) All monies on deposit for the payment of real estate taxes or special assessments against the Premises or for the payment of premiums on policies of fire and other hazard insurance covering the Collateral or the Premises; all proceeds paid for damage done to the Collateral or the Premises; all proceeds of any award or claim for damages for any of the Collateral or the Premises taken or damaged under the power of eminent domain or by condemnation; all rents, issues and leases of the Premises; and all Tenants' or security deposits held by Grantor in respect of the Premises ("**Rents**");

(i) All interest and rights of Grantor in all leases and subleases now or hereafter on the Premises, whether written or oral (each, a "**Lease**", and collectively, the "**Leases**"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinbelow given to Grantor to collect the rentals under any such Lease, together with all other occupancy agreements, tenancies affecting the Land or Improvements, and any and all names under or by which the Premises or the Improvements may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof, and all trademarks, trade names, patents, patents pending and goodwill with respect to the Premises;

(j) And any and all other shares of stock, membership or partnership interest or other evidence of ownership of any part of the Premises that is owned by Grantor in common with others, including all water stock relating to the Premises, if any, and all documents of membership in any owners' or members' association or similar group having responsibility for managing or operating any part of the Premises and any management agreements;

(k) Any and all plans and specifications prepared for construction of improvements on the Premises and all studies, data and drawings related thereto; and 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 the Premises or warranties relating thereto;

(l) Any and all of Grantor's right, title and interest in, to and under any and all reserve, deposit or escrow accounts made pursuant to any loan documents made between Grantor and Beneficiary with respect to the Premises, together with all income, profits, benefits and advantages arising therefrom;

(m) Any and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory (as defined in the applicable Uniform Commercial Code ("**UCC**")) located on and used in the operation of the Premises;

(n) All of Grantor's right, title and interest in and to deposit accounts and letter of credit rights (as defined in the UCC);

(o) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("**Books and Records**");

(p) Any and all judgments in connection with the foregoing.

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(q) Any and all substitutions, accessions, additions and replacements to any of the foregoing; and

(r) Any and all products and proceeds of any of the foregoing, or with respect to the Premises, including without limitation, insurance proceeds, proceeds of any voluntary or involuntary disposition or diminution in value of any of the foregoing or of the Premises, and any claim respecting any thereof (pursuant to judgment, condemnation award or otherwise) and all goods, accounts, general intangibles, chattel paper, instruments, documents, consumer goods, equipment and inventory, wherever located, acquired with the proceeds of any of the foregoing or proceeds thereof. For purposes of this Deed of Trust, the term "*proceeds*" means whatever is received when any of the foregoing or the proceeds thereof (including, without limitation, cash proceeds) is sold, exchanged or otherwise disposed of (including involuntary dispositions or destruction and claims for damages thereto), including without limitation cash proceeds, insurance proceeds, condemnation proceeds, and any other rights or property arising under or receivable upon any such disposition.

The parties intend the definition of Premises to be broadly construed and in the case of doubt as to whether a particular item is to be included in the definition of Premises, the doubt should be resolved in favor of inclusion.

TO HAVE AND TO HOLD the Premises with all rights, privileges and appurtenances thereunto belonging, and all Rents therefrom, unto Trustee for the benefit of Beneficiary, its successors and assigns, forever, for the uses and purposes herein expressed.

THIS DEED OF TRUST IS GIVEN TO SECURE: Payment and performance of the Obligations; payment of such additional sums with interest thereon which may hereafter be loaned to Grantor by Beneficiary pursuant to the Facility under the Loan Agreement or Deed of Trust or otherwise advanced under the Loan Documents, including without limitation advances made by Beneficiary to protect the Premises or the lien of this Deed of Trust or to pay taxes, assessments, insurance premiums, and all other amounts that Grantor has agreed to pay pursuant to the provisions hereof or that Beneficiary has incurred by reason of the occurrence of an Event of Default (as hereinafter defined), including without limitation, advances made to enable the completion of the Improvements or any restoration thereof, even though the aggregate amount outstanding at any time may exceed the original principal balance stated herein and in the Loan Agreement; and the due, prompt and complete performance of each and every covenant, condition and agreement contained in this Deed of Trust, the Loan Agreement, the Notes, any Letter of Credit and every other agreement, document and instrument to which reference is expressly made in this Deed of Trust or which at any time evidences or secures the Obligations evidenced by the Loan Agreement (this Deed of Trust, the Loan Agreement, the Notes, any Letter of Credit and all such other agreements, documents and instruments, each as may be amended, restated, replaced or otherwise modified from time to time, are hereinafter sometimes collectively referred to as the "*Loan Documents*"). Grantor hereby warrants that Grantor has good and marketable title to the Premises (subject only to the Permitted Exceptions with respect to the Premises (as defined in the Loan Agreement), is lawfully seized and possessed of the Premises and every part thereof, and has the right to convey same; that Grantor will forever warrant and defend the title to the Premises unto Beneficiary against the claims of all persons whomsoever; and that the Premises are unencumbered except for the Permitted Exceptions.

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2. Maintenance, Repair and Restoration of Improvements, Payment of Prior Liens, etc. Grantor shall: (a) to the extent of insurance proceeds made available to the Grantor, promptly repair, restore or rebuild any Improvements now or hereafter on the Premises which may become damaged or be destroyed, such Improvements to be of at least equal value and substantially the same character as prior to such damage or destruction; (b) keep the Premises in good condition and repair without waste, and, subject to the contest rights set forth in the Loan Agreement, free from mechanics' liens or other liens or claims for lien (except the lien of current general taxes duly levied and assessed but not yet due and payable); (c) immediately pay when due or within any applicable grace period any indebtedness which may be secured by a lien or charge on the Premises (no such lien, except for current general taxes duly levied and assessed but not yet payable, to be permitted hereunder), and upon request exhibit satisfactory evidence to Beneficiary of the discharge of such lien; (d) complete within a reasonable time any Improvements now or at any time in process of erection upon the Land; (e) comply with and cause the Premises at all times to be operated in compliance with all requirements of law (including, without limitation, pollution control, health and safety laws and environmental protection laws and laws relating to the accommodation of persons with disabilities), ordinances, rules, statutes or other governmental regulation in effect from time to time affecting the Premises and the use thereof; and covenants, easements and restrictions of record with respect to the Premises and the use thereof; (f) make no material alterations in the Premises, except to the extent such alteration enhances the value of the Premises; (g) suffer or permit no material change in the general nature of the use of the Premises, without Beneficiary's written consent; (h) initiate or acquiesce in no zoning reclassification or variance with respect to the Premises without Beneficiary's written consent; and (i) pay each item of Obligations when due according to the terms hereof or of the Loan Agreement.

3. Payment of Taxes. Subject to the contest rights set forth in the Loan Agreement, Grantor shall pay before any delinquency or any penalty or interest attaches all general taxes, special taxes, special assessments, water charges, sewer service charges, and all other charges against the Premises of any nature whatsoever when due, and shall, upon written request, furnish to Beneficiary duplicate receipts therefor within ten (10) days after Beneficiary's request.

4. Tax Deposits. If requested by Beneficiary during the existence of a Default or Event of Default as more particularly described in Section 10.1(f) of the Loan Agreement, Grantor shall establish and maintain at all times while this Deed of Trust continues in effect an impound account (the "Impound Account") with Beneficiary for payment of taxes and insurance premiums on the Premises and as additional security for the Obligations secured hereby. Grantor shall deposit in the Impound Account an amount determined by Beneficiary to be sufficient (when added to the monthly deposits described herein) to pay the next due installment of real estate taxes and assessments on the Premises at least one (1) month prior to the due date or the delinquency date thereof (as Beneficiary shall determine in its sole discretion) and, if a monthly impound for insurance premiums is required under the terms of the Loan Agreement, the next due annual insurance premiums with respect to the Premises, at least one (1) month prior to the due date thereof. Commencing on the first monthly interest payment date (each, a "Monthly Payment Date") under the Loan Agreement and continuing thereafter on each Monthly Payment Date under the Loan Agreement, Grantor shall pay to Beneficiary, concurrently with the Monthly Payment due under the Loan Agreement, deposits in an amount equal to one-twelfth (1/12) of one hundred percent (100%) of the most recently ascertainable annual taxes on the

Premises (the "Monthly Tax Impound"), plus (if applicable) one-twelfth (1/12) of the amount of the annual insurance premiums that will next become due and payable on insurance policies which Grantor is required to maintain hereunder (the "Monthly Insurance Impound"), each as reasonably estimated and determined by Beneficiary in good faith. The Monthly Tax Impound or Monthly Insurance Impound, and the payments of interest or principal or both, payable pursuant to the Facility and the Loan Agreement, shall be added together and shall be paid as an aggregate sum by Grantor to Beneficiary. If Beneficiary at any time determines that the Monthly Tax Impound or Monthly Insurance Impound is insufficient, Beneficiary may in its reasonable discretion adjust the required monthly payments of such amounts, and Grantor shall be obligated to pay the increased amounts for the Monthly Tax Impound or (if applicable) Monthly Insurance Impound commencing with the next Monthly Payment Date under the Loan Agreement. After a Default or Event of Default, such sums in the Impound Account shall be held by Beneficiary in the Impound Account and shall be used to pay taxes and insurance premiums before the same become delinquent. Grantor shall be responsible for ensuring the receipt by Beneficiary, at least thirty (30) days prior to the respective due date or the delinquency date for payment thereof (as Beneficiary shall determine in its sole discretion), of all bills, invoices and statements for all taxes and (if applicable) insurance premiums to be paid from the Impound Account. After such Default or Event of Default, Beneficiary shall pay the Governmental Authority or other parties entitled thereto directly to the extent funds are available for such purpose in the Impound Account. In making any payment from the Impound Account, Beneficiary shall be entitled to rely on any bill, statement or estimate procured from the appropriate public office or insurance company or agent without any inquiry into the accuracy of such bill, statement or estimate and without any inquiry into the accuracy, validity, enforceability or contestability of any tax, assessment, valuation, sale, forfeiture, tax lien or title or claim thereof. Beneficiary shall pay no interest on funds contained in the Impound Account to Grantor, and any interest or other earnings on funds deposited in the Impound Account shall be solely for the account of Beneficiary. If the total funds in the Impound Account shall exceed the amount of payments actually applied by Beneficiary for the purposes of the Impound Account, such excess may be credited by Beneficiary on subsequent payments to be made hereunder or, at the option of Beneficiary, refunded to Grantor. In allocating such excess, Beneficiary may deal with the person shown on the records of Beneficiary to be the owner of the Premises. If, however, the Impound Account shall not contain sufficient funds to pay the sums required when the same shall become due and payable, Grantor shall, within ten (10) days after receipt of written notice thereof, deposit with Beneficiary the full amount of any such deficiency. The Impound Account shall not constitute a trust fund and may be commingled with other monies held by Beneficiary.

5. Beneficiary's Interest In and Use of Deposits. Upon the occurrence of an Event of Default, Beneficiary may, as provided in Section 10.1(f) of the Loan Agreement, at its option, without being required to do so, apply any monies at the time on deposit pursuant to Paragraphs 4 and 7 hereof, on any of Grantor's obligations herein or in the Loan Agreement or any of the Loan Documents contained, in such order and manner as the Beneficiary may elect. When the Obligations have been fully paid, any remaining deposits shall be paid to Grantor or to the then owner or owners of the Premises. A security interest within the meaning of the UCC is hereby granted to the Beneficiary in and to any monies at any time on deposit pursuant to Paragraphs 4 and 7 hereof and such monies and all of Grantor's right, title and interest therein are hereby assigned to Beneficiary, all as additional security for the Obligations and shall in the absence of the occurrence of an Event of Default be applied by the depository for the purposes for which

made hereunder and shall not be subject to the direction or control of Grantor. Neither Beneficiary nor any depositary hereunder shall be liable for any act or omission taken in good faith or pursuant to the instruction of any party but only for its willful misconduct.

6. **Insurance.** Until the Obligations are fully paid, the Improvements and all fixtures, equipment and property therein contained or installed shall be kept unceasingly insured against loss and damage by such hazards, casualties and contingencies in such amounts and for such periods as required by Section 10.1(d) and Exhibit E of the Loan Agreement. All insurance shall be written in policies and by insurance companies approved by Beneficiary which approval shall not be unreasonably withheld so long as a Best Class rating of at least A VII, for insurance provided by Tenants, and A XV, for insurance policies provided by Grantor, is maintained and the policy otherwise conforms to the terms of the Loan Agreement.

7. **Insurance Premium Deposits.** It is further covenanted and agreed that for the purpose of providing funds with which to pay the premiums as the same become due on the policies of insurance as herein covenanted to be furnished by the Grantor, if requested by Beneficiary during the existence of a Default or Event of Default as more fully described in Section 10.1(f) of the Loan Agreement, Grantor shall deposit with Beneficiary or the depositary referred to in Paragraph 4 hereof on the date of disbursement of the proceeds of the loan secured hereby and on the first day of each month following the month in which said disbursement occurred, an amount equal to the annual premiums that will next become due and payable on such policies less any amount then on deposit with the Beneficiary or such depositary, divided by the number of months to elapse thirty (30) days prior to the date when such premiums become delinquent. No interest shall be allowed to Grantor on account of any deposit or deposits made hereunder and said deposits need not be kept separate and apart from any other funds of Beneficiary or such depositary.

8. **Application of Proceeds of Insurance.**

(a) In case of loss or damage by fire or other casualty, Grantor shall immediately give Beneficiary and the insurance companies that have insured against such risks written notice of such occurrence.

(b) In the event of any casualty or condemnation of the Premises, the provisions of Article 11 of the Loan Agreement shall govern.

9. **Stamp Tax.** If, by the laws of the United States of America, or of any state having jurisdiction over Grantor, any tax is due or becomes due in respect of the issuance of the Loan Agreement hereby secured and this Deed of Trust, Grantor covenants and agrees to pay such tax in the manner required by any such law. Grantor further covenants to reimburse Beneficiary for any sums which Beneficiary reasonably expends by reason of the imposition of any tax on the issuance of the Loan Agreement secured hereby and this Deed of Trust.

10. **Lease Assignment; Observance of Lease Assignment.**

(a) As additional security for the payment of the Loan Agreement secured hereby and for the faithful performance of the terms and conditions contained herein, Grantor, as landlord, hereby presently assigns, transfers, grants and conveys unto Beneficiary, its successors

and assigns, all leasehold estates of Grantor, as lessor, and all right, title and interest of Grantor in, to and under all existing and future Leases, tenancies and other use or occupancy agreements, whether oral or written, covering or affecting any or all of the Premises and all agreements for any use of, all or any part of the Premises, the Improvements, and all extensions, renewals and guaranties thereof and all amendments and supplements thereto, including without limitation the following:

(A) any and all Rents now or hereafter becoming due to Grantor in connection with or under the Leases (whether due for the letting of space, for services, materials or installations supplied by Grantor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by Tenants, cash or securities deposited by Tenants to secure performance of their obligations under the Leases;

(B) all claims, rights, privileges and remedies on the part of Grantor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(C) all rights, powers and privileges of Grantor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(D) all other claims, rights, powers, privileges and remedies of Grantor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Grantor is entitled to do thereunder or with respect thereto.

(b) The assignment of the Leases and the Rents as additional Collateral for the loan is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, shall have occurred, Grantor shall have a license, terminable by the Beneficiary upon any Event of Default, to collect the Rents accruing from the Premises on or after, but in no event more than one (1) month in advance of, the respective dates set forth in the Leases on which the Rents become due (provided that in no event shall Grantor be permitted to enter into any Lease which makes rent due earlier than one (1) calendar month in advance of the current month (except for the last month's rent or security deposit)), and to hold the Rents as a trust fund for the uses and purposes more particularly described in the Deed of Trust. Upon the occurrence of an Event of Default, the license granted to the Grantor shall be automatically and immediately revoked without notice to the Grantor. Upon the revocation of such license the Beneficiary may at its option give Tenants a written notice (a "*Tenant Notice*") requesting the Tenants to pay all Rents and other amounts due under the Leases directly to Beneficiary and to perform any of the Tenants' respective obligations under the Leases for the benefit of Beneficiary.

(c) At any time during the term of the Facility, Beneficiary may, at its option upon or after an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Beneficiary shall thereafter continue to receive and collect all of the

Rents, as long as Beneficiary deems such receipt and collection to be necessary or desirable, in Beneficiary's sole discretion.

(d) Grantor hereby irrevocably appoints Beneficiary its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for Beneficiary in its own name and capacity or in the name and capacity of Grantor, from and after the occurrence of an Event of Default and after the giving of a Tenant Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Beneficiary's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Grantor or otherwise, which Beneficiary may deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due Grantor pursuant to the Leases or otherwise, to Beneficiary, or such nominee as Beneficiary may designate in a Tenant Notice delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Grantor with respect to all payments so made.

(e) From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Beneficiary is hereby vested with full power to use all measures, legal and equitable, deemed by Beneficiary necessary or proper to enforce this Deed of Trust and to collect the Rents assigned hereunder, including the right of Beneficiary or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Grantor relating thereto, and may exclude the Grantor, its agents and servants, wholly therefrom. Grantor herein grants full power and authority to Beneficiary to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to Grantor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Grantor to Beneficiary, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Deed of Trust, and of principal and interest payments due (and all other amounts due under the Deed of Trust) from Grantor to Beneficiary, all in such order as Beneficiary may determine. Beneficiary shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Grantor in the Leases. It is further understood that this Deed of Trust shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof; upon Beneficiary, nor shall it operate to make Beneficiary liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, 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. If Grantor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Beneficiary may pay, perform or observe the same and collect the cost thereof from Grantor all as more fully provided in this Deed of Trust.

(f) All Leases entered into after the date hereof are subject to the approval of Beneficiary as to form and content, which approval shall not be unreasonably withheld, and Grantor will not, without Beneficiary's prior written consent, make any Lease except in the ordinary course for actual occupancy by the Tenant thereunder pursuant to a standard lease form approved by Beneficiary, other than the Project Leases and Residency Agreements complying with the requirements of Section 10.1(h) of the Loan Agreement.

(g) Grantor will not, without Beneficiary's prior written consent: (i) execute an assignment or pledge of any Rents and/or any Leases; or (ii) accept any prepayment of any installment of any Rents more than thirty (30) days before the due date of such installment, and in any event no more than thirty (30) days in advance of the then current month.

(h) Grantor at its sole cost and expense will: (i) at all times promptly and faithfully abide by; discharge and perform all of the covenants, conditions and agreements contained in all Leases, including the Project Leases and the Residency Agreements, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed, but except in the ordinary course of business Grantor shall not modify, amend, renew, extend, cancel, terminate or accept surrender of any Lease without the prior written consent of Beneficiary; (iii) appear in and defend any material action or proceeding arising under, growing out of or in any manner connected with the Leases or obligations, duties or liabilities of landlord or of the lessees thereunder; (iv) upon written request of Beneficiary, transfer and assign to Beneficiary, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Beneficiary upon demand, any and all instruments required to effectuate said assignment; (v) furnish Beneficiary, within ten (10) days after a request by Beneficiary so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied and the rentals payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Beneficiary any right to request from the lessee under any Lease a certificate with respect to the status thereof.

(i) Nothing in this Deed of Trust or in any other documents relating to the loan secured hereby shall be construed to obligate Beneficiary, expressly or by implication, to perform any of the covenants of Grantor as landlord under any of the Leases assigned to Beneficiary or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Grantor agrees to perform and pay.

(j) Grantor will not permit, and shall not permit any Tenant to permit, any Lease or any part thereof to become subordinate to any lien other than the lien hereof.

(k) Beneficiary shall have the option to declare this Deed of Trust in default because of a default of landlord in any Lease of the Premises unless such default is cured by Grantor pursuant to the terms of the Lease and within any applicable cure period or unless such default would not permit the Tenant to terminate the Lease. It is covenanted and agreed that an Event of Default under any Lease shall constitute an Event of Default hereunder on account of which the whole of the Obligations shall at once, at the option of the Beneficiary, become immediately due and payable without notice to the Grantor.

(l) Grantor shall not, and shall not permit any Tenant to, conduct any on-site dry cleaning operations on the Premises.

11. **Effect of Extension of Time.** If the payment of the Obligations, or any part thereof, is extended or varied, or if any part of any security for the payment of the Obligations is released, or if any person or entity liable for the payment of the Obligations is released, or if Beneficiary takes other or additional security for the payment of the Obligations, or if Beneficiary waives or fails to exercise any right granted herein, or in the Loan Agreement secured hereby, or in any other instrument given to secure the payment hereof, then all persons now or at any time hereafter liable for the payment of the Obligations, or any part thereof, or interested in the Premises shall be held to assent to such extension, variation, release, waiver, failure to exercise or the taking of additional security, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Beneficiary, notwithstanding such extension, variation, release, waiver, failure to exercise, or the taking of additional security.

12. **Effect of Changes in Laws Regarding Taxation.** In the event of the enactment after this date of any law of the State in which the Premises are located deducting from the value of the Premises for the purpose of taxation any lien thereon, or imposing upon the Beneficiary the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Grantor, or changing in any way the laws relating to the taxation of mortgages/deeds of trust or debts secured by mortgages/deeds of trust or Beneficiary's interest in the Premises, or the manner of collection of taxes, so as to affect this Deed of Trust or the debt secured hereby or the holders thereof, then, and in any such event, Grantor, upon demand by Beneficiary, shall pay such taxes or assessments, or reimburse Beneficiary therefor if Beneficiary pays such taxes and submits proof of payment to Grantor.

13. **Beneficiary's Performance of Defaulted Acts.** Upon the occurrence of an Event of Default herein, Beneficiary may, but need not, and whether electing to declare the whole of the Obligations due and payable or not, and without waiver of any other remedy, make any payment or perform any act herein required of Grantor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Premises or contest any tax or assessment or cure any default of Grantor as landlord in any Lease. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Beneficiary in regard to any tax referred to in Paragraphs 9 or 12 hereof or to protect the Premises or the lien hereof, shall be additional Obligations under the Loan Agreement and shall become immediately due and payable without notice and with interest thereon at the Default Rate of interest set forth in the Loan Agreement. Inaction of Beneficiary shall never be considered as a waiver of any right accruing to it on account of any Event of Default on the part of Grantor.

14. **Beneficiary's Reliance on Tax Bills, Etc.** Beneficiary in making any payment hereby authorized: (a) relating to taxes and assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the

accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof; or (b) relating to insurance premiums, may do so according to any bill or statement procured from the appropriate company without inquiry into the accuracy of such bill or statement; or (c) for the purchase, discharge, compromise or settlement of any other prior lien, may do so without inquiry as to the validity or amount of any claim for lien which may be asserted.

15. Acceleration of Obligations in Event of Default. It is expressly agreed by Grantor that time is of the essence hereof and that the whole of the Obligations shall become immediately due and payable without notice to Grantor (except to the extent such notice is required by applicable law) at the option of the Beneficiary upon the occurrence of one or more of the following events (hereinbefore and hereinafter collectively referred to as "*Events of Default*" and individually referred to as an "*Event of Default*"), together with a prepayment premium in the amount, if any, required to be paid pursuant to the terms of the Loan Agreement in the event of a prepayment (and without duplicating or extending cure periods in the Loan Agreement):

(a) nonpayment of any monetary sum due hereunder within ten (10) days after the same shall become due; or

(b) default shall be made in the due observance or performance of the terms and conditions of **Paragraph 6** hereof (Insurance) or **Paragraph 30** hereof (Due on Sale or Further Encumbrance); or

(c) default shall be made in the due observance or performance of any of the other covenants, agreements or conditions hereinbefore or hereinafter contained, required to be kept or performed or observed by the Grantor which does not relate to the nonpayment of any monetary sum, and such default is not cured within thirty (30) days following written notice thereof by Beneficiary to Grantor or within such longer period of time, not exceeding an additional thirty (30) days, as may be reasonably necessary to cure such non-compliance if Grantor is diligently and with continuity of effort pursuing such cure and the failure is susceptible of cure within an additional period of thirty (30) days; or

(d) the entry of a decree or order for relief by a court having jurisdiction in respect of Grantor, a general partner of Grantor if Grantor is a partnership, the beneficiary or beneficiaries of Grantor if Grantor is a trust, a managing member of Grantor if Grantor is a limited liability company, or any guarantor of the Facility secured hereby (any of the foregoing parties being referred to herein as a "**Key Party**"), in any involuntary case under the federal bankruptcy laws now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or for the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) for any Key Party or any substantial part of the property of any such Key Party, or for the winding up or liquidation of the affairs of any Key Party and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(e) the commencement by any Key Party, of a voluntary case under federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or

state bankruptcy, insolvency or any other similar laws or the consent by any such Key Party to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of any Key Party, or of any substantial part of the property of any such person or entity, or the making by any such Key Party of an assignment for the benefit of creditors or the failure of any such Key Party generally to pay the debts of any such Key Party as such debts become due, or the taking of action by any such Key Party in furtherance of any of the foregoing; or

(f) the death of any guarantor of the Facility secured hereby, unless a beneficiary or beneficiaries of the decedent having a net worth or an aggregate net worth, as the case may be, greater than the net worth of the decedent upon the date hereof shall become liable by assumption under the guaranty within ten (10) days of the appointment of the executor or personal representative; or

(g) any warranty, representation, certification, financial statement, or other information furnished or to be furnished to Beneficiary by or on behalf of Grantor or any guarantor of the Facility to induce Beneficiary to loan the money evidenced by the Loan Agreement proves to have been inaccurate or false in any material respect when made; or

(h) any "Event of Default" under the Loan Agreement or any of the other Loan Documents (including, without limitation, any other Mortgage), and the expiration of any applicable cure period without the same having been cured (and without duplicating or extending cure periods in the Loan Agreement); or

(i) Grantor shall be in default of, or in violation of, beyond any applicable cure period, any conditions, covenants or restrictions which benefit or burden the Premises; or

If, while any insurance, proceeds or condemnation awards are being held by Beneficiary to reimburse Grantor for the cost of rebuilding or restoration of buildings or improvements on the Premises, Beneficiary shall accelerate the Obligations, then and in such event, the Beneficiary shall be entitled to apply all such insurance proceeds and condemnation awards then held by it in reduction of the Obligations and any excess held by it over the amount of Obligations then due hereunder shall be returned to Grantor or any other party entitled thereto without interest.

16. Remedies.

(a) Primary Remedies. If an Event of Default shall occur, Beneficiary may: declare the Obligations to be and the same shall be, immediately due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived and without regard to the value of the Premises held as security for the Obligations or the solvency of any person liable for the payment of such Obligations; and/or exercise any other right, power or remedy available to it at law or in equity, hereunder or under any other Loan Document without demand, protest or notice of any kind, all of which are hereby expressly waived, except such as is expressly required hereby or by such other Loan Document. Without limiting the generality of the foregoing, Trustee or Beneficiary may:

(A) enter and take possession of the Premises or any part thereof, exclude Grantor and all persons claiming under Grantor wholly or partly

therefrom, and operate, use, manage and control the same, or cause the same to be operated by a person selected by Beneficiary, either in the name of Grantor or otherwise, and upon such entry, from time to time, at the expense of Grantor and of the Premises, make all such repairs, replacements, alterations, additions or improvements thereto as Beneficiary may deem proper, and to lease the Premises or any part thereof at such rental and to such persons as it may deem proper and collect and receive the Rents and benefits thereof including, without limitation, those past due and those thereafter accruing (with or without taking possession of the Premises), with the right of Beneficiary to terminate, cancel or otherwise enforce any Lease or sublease for any default that would entitle Grantor to terminate, cancel or enforce same and apply the same to the payment of all expenses which Beneficiary may be authorized to incur under the provisions of this Deed of Trust and applicable laws, the remainder to be applied to the payment, performance and discharge of the Obligations in such order as Beneficiary may determine until the same have been paid in full.

(B) institute an action for the foreclosure of this Deed of Trust and the sale of the Premises pursuant to the judgment or decree of a court of competent jurisdiction;

(C) sell the Premises to the highest bidder or bidders at public auction at a sale or sales held at such place or places and time or times and upon such notice and otherwise in such manner as may be required by law, or in the absence of any such requirement, as Beneficiary may deem appropriate, and from time to time adjourn such sale by public announcement at the time and place specified for such sale in the notice of any previously scheduled sale(s) and/or upon such other notice(s) as may be required by law;

(D) take all action to protect and enforce the rights of Beneficiary under this Deed of Trust, including, to the extent permitted by law, by suit for specific performance of any covenant herein contained, or in aid of the execution of any power herein granted or for the enforcement of any other rights;

(E) exercise any or all of the rights and remedies available to a secured party under the UCC, including the right to (i) enter the Premises and take possession of any personal property without demand or notice and without prior judicial hearing or legal proceedings, which Grantor hereby expressly waives, (ii) require Grantor to assemble any personal property, or any portion thereof, and make it available to Beneficiary at a place or places designated by Beneficiary and reasonably convenient to both parties and (iii) sell all or any portion of the personal property at public or private sale, without prior notice to Grantor except as otherwise required by law (and if notice is required by law, after ten (10) days' prior written notice), at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as Beneficiary in its sole discretion may determine. As to any property subject to Article 9 of the UCC included in the Premises, Beneficiary may proceed under the UCC or proceed as to both real and personal property in accordance with the provisions of this Deed

of Trust and the rights and remedies that Beneficiary may have at law or in equity, in respect of real property, and treat both the real and personal property included in the Premises as one parcel or package of security. Grantor shall have the burden of proving that any such sale pursuant to the UCC was conducted in a commercially unreasonable manner;

(F) terminate any management agreements, contracts, or agents/managers responsible, for the property management of the Premises, if in the sole discretion of Beneficiary such property management is unsatisfactory in any respect;

(G) foreclose this Deed of Trust, at Beneficiary's option, for the entire unpaid amount of the Obligations, or only as to the sum past due, with interest and costs without injury to this Deed of Trust or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Premises shall be sold subject to all remaining items of the Obligations and Trustee or Beneficiary may again foreclose, in the same manner, as often as there may be any sum past due. In case of sale in any action or proceeding to foreclose this Deed of Trust, the Beneficiary shall have the right to sell the Premises covered hereby in parts or as an entirety. It is intended hereby to give to the Beneficiary the widest possible discretion permitted by law with respect to all aspects of any such sale or sales; and

(H) if an Event of Default occurs due to the nonpayment of the Obligations, or any part thereof, as an alternative to the right of foreclosure for the full Obligations after acceleration thereof and if permitted under applicable law, Beneficiary shall have the right to institute proceedings, either judicial or non-judicial, at Beneficiary's option, for partial foreclosure with respect to the portion of said Obligations so in default, as if under a full foreclosure, and without declaring the entire Obligations due (such proceedings being hereinafter referred to as "*Partial Foreclosure*"), and provided that if a foreclosure sale is made because of an Event of Default in the payment of a part of the Obligations, such sale may be made subject to the continuing lien of this Deed of Trust for the unmatured part of the Obligations; and it is agreed that such sale pursuant to a Partial Foreclosure, if so made, shall not in any manner affect the unmatured part of the Obligations, but as to such unmatured part, this Deed of Trust and the lien thereof shall remain in full force and effect just as though no foreclosure sale had been made under the provisions of this Paragraph. Notwithstanding any Partial Foreclosure, Beneficiary may elect, at any time prior to sale pursuant to such Partial Foreclosure, to discontinue such Partial Foreclosure and to accelerate the Obligations by reason of any Event of Default upon which such Partial Foreclosure was predicated or by reason of any other further Event of Default, and proceed with full foreclosure proceedings. It is further agreed that several foreclosures may be made pursuant to Partial Foreclosure without exhausting the right of full or Partial Foreclosure sale for any unmatured part of the Obligations, it being the purpose to provide for a Partial Foreclosure sale of the Obligations hereby without exhausting the power to foreclose and to sell the Premises

pursuant to any such Partial Foreclosure for any other part of the Obligations, whether matured at the time or subsequently maturing, and without exhausting any right of acceleration and full foreclosure.

(b) Receiver. If an Event of Default shall occur, Beneficiary shall be entitled as a matter of right to the appointment of a receiver of the Premises, and the Rents and benefits thereof, without notice or demand, and without regard to the adequacy of the security for the Obligations, the value of the Premises or the solvency of Grantor, either before or after any sale, and Beneficiary may be appointed as such receiver. Such receiver shall have, including, without limitation, the power: (i) to collect the Rents of the Premises during the pendency of any foreclosure proceedings whether by judicial or non-judicial foreclosure, and, in case of a sale and a deficiency, for such time when Grantor, except for the intervention of such receiver, would be entitled to collect such Rents, to the maximum time and extent permitted by law; (ii) to extend or modify any then existing Leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the Loan Agreement and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Grantor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the secured obligations, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; and (iii) all other powers which may be necessary or are usual in such case for the protection, possession, control, management, and operation of the Premises during the whole of said period. The court from time to time may authorize the receiver to apply the net income in the receiver's hands in payment in whole or in part of: (i) the Obligations and all obligations hereunder, or by any decree foreclosing this Deed of Trust, or in accordance with applicable non-judicial foreclosure provisions, any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree; and (ii) if this is a leasehold deed of trust, all Rents due or which may become due under the underlying Lease. Nothing herein shall be construed to limit or otherwise waive Beneficiary's rights to obtain Rents, deliver to one or more Tenants a written demand to turn over Rents or deliver to Grantor a written demand to turn over Rents without appointing a receiver. If an Event of Default shall have been waived in writing by Beneficiary or the Obligations reinstated in accordance with applicable law, Beneficiary shall cooperate with Grantor, at Grantor's expense, to obtain the dismissal of any receiver appointed for the Premises at the instance of Beneficiary.

(c) Sales by Parcels. In any sale made under or by virtue of this Deed of Trust or pursuant to any judgment or decree of court, the Premises may be sold in one or more parts or parcels or as an entirety and in such order as Beneficiary may elect, without regard to the right of Grantor, or any person claiming under it, to the marshaling of assets. To the full extent permitted by law, Grantor waives the marshaling of assets.

(d) Effect of Sale. The purchaser at any sale made under or by virtue of this Deed of Trust or pursuant to any judgment or decree of court shall take title to the Premises or the part thereof so sold free and discharged of the estate of Grantor therein, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person,

including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed the attorney-in-fact of Grantor in its name and stead to make all appropriate transfers and deliveries of the Premises or any portions thereof so sold and, for this purpose, Beneficiary may execute all appropriate instruments of transfer, and may substitute one or more persons with like power, Grantor hereby ratifying and confirming all that its said attorneys or such substitute or substitutes shall lawfully do by virtue hereof. Nevertheless, promptly upon Beneficiary's written request, Grantor shall ratify and confirm, or cause to be ratified and confirmed, any such sale or sales by executing and delivering, or by causing to be executed and delivered, to Beneficiary or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Beneficiary, for the purpose, and as may be designated, in such request. Any sale or sales made under or by virtue of this Deed of Trust, to the extent not prohibited by law, shall operate to divest all the estate, right, title, interest, property, claim and demand whatsoever, whether at law or in equity, of Grantor in, to and under the Premises, or any portions thereof so sold, and shall be a perpetual bar both at law and in equity against Grantor, its successors and assigns, and against any and all persons claiming or who may claim the same, or any part thereof, by, through or under Grantor, or its successors or assigns. The powers and agency herein granted are coupled with an interest and are irrevocable.

(e) Eviction of Grantor After Sale. If Grantor fails or refuses to surrender possession of the Premises after any sale thereof, Grantor shall be deemed a tenant at sufferance, subject to eviction by means of forcible entry and detainer proceedings, provided, that this remedy is not exclusive or in derogation of any other right or remedy available to Beneficiary or any purchaser of the Premises under any provision of this Deed of Trust or pursuant to any judgment or decree of court.

(f) Insurance Policies. In the event of a foreclosure sale pursuant to this Deed of Trust or other transfer of title or assignment of the Premises in extinguishment, in whole or in part, of the Obligations, all right, title and interest of Grantor in and to all policies of insurance required under the provisions of this Deed of Trust shall inure to the benefit of and pass to the successor in interest of Grantor or the purchaser or grantee of the Premises or any part thereof so transferred.

(g) Foreclosure; Expense of Litigation. When the Obligations hereby secured, or any part thereof shall become due, whether by acceleration or otherwise, Beneficiary shall have the right to foreclose the lien hereof for such Obligations or part thereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional Obligations in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Beneficiary for reasonable attorneys' fees, appraiser's fees, actual costs of environmental reviews or audits, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to the title as Beneficiary may deem reasonably necessary either to prosecute such action or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises, and any other expenses or expenditures which may be paid or incurred on behalf of Beneficiary to be included in such decree. All expenditures and expenses of the nature in this **Paragraph** mentioned and such expenses and fees as may be incurred in the protection of the Premises and

the Rents therefrom, and the maintenance of the lien of this Deed of Trust, including the reasonable fees of any attorneys employed by Beneficiary in any litigation or proceeding affecting this Deed of Trust, the Loan Agreement or the Premises, including appellate, probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceedings or threatened suit or proceeding shall be immediately due and payable by Grantor, with interest thereon at the Default Rate of interest as set forth in the Loan Agreement and shall be secured by this Deed of Trust.

(h) Foreclosure Sale - Deed of Trust Act. If an Event of Default occurs and Beneficiary invokes the power of sale, Beneficiary shall send written notice as prescribed by applicable law to Grantor and to the other persons prescribed by applicable law of the occurrence of an Event of Default and of Beneficiary's election to cause the Premises to be sold. Upon Beneficiary's request, after the time required by applicable law, Trustee shall sell the Premises in accordance with the laws of the State of Oregon relating to the sale of real estate at public auction to the highest bidder. Any person except Trustee may bid at the Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (i) to the expenses of sale, including Trustee's fee and reasonable attorneys' fees, but such fees shall be limited to an amount that a judge would set as a reasonable fee in an uncontested mortgage foreclosure action; (ii) to all the Obligations under the Loan Agreement and all other indebtedness secured by this Deed of Trust or any other Loan Document; (iii) the surplus, if any, shall be distributed in accordance with the Deed of Trust Act. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Premises which Grantor had or had the power to convey at the time of its execution of this Deed of Trust and recite the facts showing that the sale was conducted in compliance with all the requirements of the 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 purchasers and encumbrances for value. The power of sale conferred by this Deed of Trust is not an exclusive remedy, and when not exercised Beneficiary may foreclose this Deed of Trust as a mortgage.

(i) Beneficiary shall have the right to proceed as to the personal property in accordance with Beneficiary's rights and remedies in respect to real property or sell the personal property separately and without regard to the remainder of the Premises in accordance with Beneficiary's rights and remedies provided by the Oregon Uniform Commercial Code as well as other rights and remedies available at law or in equity.

17. Application of Proceeds. The proceeds of any sale made either under the power of sale hereby given or under a judgment, order or decree made in any action to foreclose or to enforce this Deed of Trust, shall be applied:

(a) subject to applicable law, first to the payment of (i) all costs and expenses of such sale, including reasonable attorneys' fees, environmental site assessors fees and costs, appraisers' fees and costs of procuring title searches, title insurance policies and similar items and (ii) all charges, expenses and advances incurred or made by Beneficiary in order to protect the lien or estate created by this Deed of Trust or the security afforded hereby including all taxes, levies, and assessments, with costs and interest, having priority over this Deed of Trust and any expenses of entering, taking possession of and operating the Premises. If a foreclosure proceeding is commenced by the Trustee, Trustee shall be entitled to receive a commission as

provided in **Paragraph 42(h)** hereof to the extent permitted by applicable law. If a foreclosure proceeding is terminated prior to its completion, Grantor shall pay all expenses incurred by the Trustee, including reasonable attorney fees, plus a partial commission computed in accordance with this **Paragraph 17** to the extent permitted by applicable law;

(b) then to the payment of any other Obligations in such order as Beneficiary may determine until the same have been paid in full; and

(c) any balance thereof shall be paid to Grantor, or to whosoever shall be legally entitled thereto in the manner prescribed by RCW 61.24.080, or as a court of competent jurisdiction may direct.

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

19. Beneficiary's Right of Inspection. Beneficiary shall, upon reasonable notice to Grantor, have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose, subject to the rights of Tenants who are not also Borrowers or Guarantors (or constituent parties of either) under their leases.

20. Condemnation Proceeds. The Beneficiary may, at its option, in its own name (a) appear or proceed in any condemnation proceeding, and (b) except in connection with a Default], subject to the consent of Grantor which consent may be granted or withheld in Grantor's sole discretion, make any compromise or settlement thereof, provided that so long as the Grantor promptly prosecutes any compromise or settlement thereof; the Grantor shall control any compromise or settlement proceeding with the result thereof being subject to the Beneficiary's approval. The Grantor shall give the Beneficiary immediate written notice of the initiation of any condemnation proceeding, and a copy of every pleading, notice and other written documents served in any condemnation proceeding. Grantor hereby assigns, transfers and sets over unto the Beneficiary the entire proceeds of any award or any claim for damages for any of the Premises taken or damaged under the power of eminent domain or by condemnation. In the event of any casualty or condemnation of the Premises, the provisions of Article 11 of the Loan Agreement shall govern. No interest shall be allowed to Grantor on the proceeds of any award held by the Beneficiary. Grantor hereby specifically, unconditionally and irrevocably waives, to the fullest extent permitted by applicable law of the State of where the Premises are located, all rights of property owner granted under any federal, state or local law which now or hereafter provides for allocation of casualty and condemnation proceeds between a property owner and a lienholder, and any other law or statute of similar import.

21. Release Upon Payment and Discharge of Grantor's Obligations. Beneficiary shall cause Trustee to release this Deed of Trust and the lien thereof by proper instrument upon payment and discharge of all Obligations provided for herein or any prepayment premium provided for herein or in the Loan Agreement secured hereby. Upon the repayment and discharge in full of all Obligations provided for herein, Beneficiary hereby authorizes Grantor to file termination of any financing statements filed by Beneficiary in connection herewith.

22. Giving of Notice.

(a) All notices, demands, requests, and other communications desired or required to be given hereunder ("**Notices**"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices, or as may be otherwise provided in Article 17 of the Loan Agreement. Any Notices to be given by Grantor, Trustee, or Beneficiary hereunder may be given on behalf of such party by the legal counsel of such party.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notice to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Grantor: SHASTA VIEW AID PROPCO LLC
c/o AID Holdings, LLC
330 N. Wabash, Suite 3700
Chicago, IL 60611
Attn: Akhil Sharma
John Kresl
Peter Tarsney

With a copy to: Skadden, Alps, Slate, Meagher & Flom, LLP
Four Times Square
New York, NY 10036-6522
Attention: Harvey R. Uris, Esq.
Telephone: (212) 735-2212
Facsimile: (917) 777-2212

Beneficiary: KeyBank National Association
Mail Code: OH-01-51-0311
4910 Tiedeman Road, 3rd Floor
Brooklyn, Ohio 44144
Attn: Amy L. MacLearie
Telephone: (216) 813-6935
Facsimile: (216) 357-6383

KeyBank National Association
1200 Abernathy Road, NE
Suite 1550
Atlanta, Georgia 30328
Attention: Paul F. Di Vito, SVP
Telephone: (770) 510-2085
Facsimile: (770) 510-2195

With a copy to:

Carlton Fields Jordan Burt
One Atlantic Center, 30th Floor
1201 W. Peachtree Street, N.W.
Atlanta, Georgia 30309
Attn: Charles Sharbaugh, Esq.
Telephone: (404) 815-3388
Facsimile: (404) 815 3415

Trustee:

First American Title Insurance Company
200 SW Market Street
Suite 250
Portland, Oregon 97201
Telephone: (503)795-7600

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

23. Waiver of Defense. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law or in equity upon the Facility hereby secured.

24. Waiver of Statutory Rights. Grantor shall not, and will not, apply for or avail itself of any homestead, appraisalment, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws", now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but to the extent lawfully allowed hereby waives the benefit of such laws. Grantor, for itself and all who may claim through or under it, waives any and all right to have the property and estates comprising the Premises marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Premises sold as an entirety. To the extent permitted by law, Grantor does hereby expressly waive any and all rights of redemption from sale under any order or decree of foreclosure of this Deed of Trust on behalf of Grantor, the trust estate and all persons beneficially interested therein and each and every person, acquiring any interest in or title to the Premises subsequent to the date of this Deed of Trust.

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25. **Furnishing of Financial Statements to Beneficiary.** The provisions of Section 10.1(1) of the Loan Agreement are hereby incorporated by reference as if more fully set forth herein.

26. **Filing and Recording Fees.** Grantor will pay all filing, registration or recording fees and all reasonable expenses incident to the execution and acknowledgment of this Deed of Trust and all federal, state, county and municipal taxes and other taxes, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Loan Agreement and this Deed of Trust.

27. **Business Purpose.** Grantor represents, covenants and agrees that all of the proceeds of the Facility secured by this Deed of Trust will be used solely for business purposes and in furtherance of the regular business affairs of Grantor and is not for personal, family, or household purposes.

28. **Exculpatory.** The liability of the Grantor personally to pay the Obligations or any interest that may accrue thereon, or any Obligations or obligation accruing or arising hereunder is limited only to the extent set forth in the Loan Agreement.

29. **Security Agreement.** Grantor and Beneficiary agree that this Deed of Trust shall constitute a security agreement within the meaning of the UCC with respect to all sums on deposit with the Beneficiary with respect to insurance proceeds or condemnation proceeds (“*Deposits*”) and with respect to any personal property and fixtures included in the definition herein of the word “Premises”, which property may not be deemed to form a part of the real estate described in Exhibit “A” or may not constitute a “fixture” within the meaning of the UCC, and all replacements of such property, substitutions and additions thereto and the proceeds thereof, all such property being sometimes hereinafter collectively referred to as the “*Collateral*”, and that a security interest in and to the Collateral and the Deposits is hereby granted to Beneficiary and the Deposits and all of Grantor’s right, title and interest therein are hereby assigned to Beneficiary, all to secure payment of the Obligations and to secure performance by Grantor of the terms, covenants and provisions hereof. Upon the occurrence of an Event of Default under this Deed of Trust, Beneficiary, pursuant to the appropriate provisions of the UCC, shall have the option of proceeding with respect to the Collateral in accordance with its rights and remedies with respect to the real property, in which event the default provisions of the UCC shall not apply. The parties agree that, in the event Beneficiary shall elect to proceed with respect to the Collateral separately from the real property, ten (10) days’ notice of the sale of the Collateral shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Beneficiary shall include, but not be limited to, reasonable attorneys’ fees and legal expenses incurred by Beneficiary. Grantor agrees that, without the written consent of Beneficiary, Grantor will not remove or permit to be removed from the Premises any of the Collateral except that so long as the Grantor is not in default hereunder, Grantor shall be permitted to sell or otherwise dispose of the Collateral, when obsolete, worn out, inadequate, unserviceable or unnecessary for use in the operation of the Premises, upon replacing the same or substituting for the same other Collateral at least equal in value to the initial value of that disposed of and in such a manner so that said Collateral shall be subject to the security interest created hereby, and so that the security interest of Beneficiary shall be first in priority, it being expressly understood and agreed that all replacements of the

Collateral and any additions to the Collateral shall be and become immediately subject to the security interest of this Deed of Trust and covered hereby. Grantor shall, from time to time, on request of Beneficiary, deliver to Beneficiary an inventory of the Collateral in reasonable detail. Grantor covenants and represents that all Collateral, and all replacements thereof, substitutions therefor or additions thereto, unless Beneficiary otherwise consents, now are and will be free and clear of liens (other than the lien of taxes not yet due or payable), encumbrances or security interests of others. Grantor shall, upon demand execute and deliver to Beneficiary such financing statements and other documents in form satisfactory to Beneficiary, and will do all such acts and things as Beneficiary may at any time, or from time to time, reasonably request or as may be necessary or appropriate to establish and maintain a first perfected security interest in the Deposits and Collateral, subject to no liens (other than the lien of taxes not yet due or payable), encumbrances, or security interests of others.

This Deed of Trust also constitutes a financing statement for the purpose of the UCC and shall constitute a "fixture filing" under such statutes and under the fixture filing provisions and shall be filed in the real estate records of the County in which the Land is located. For such purpose, Grantor shall be deemed to be the "Debtor" and Beneficiary shall be deemed to be the "Secured Party" and the name and address of the Debtor and the Secured Party are as set forth below:

Name of Debtor:	SHASTA VIEW AID PROPCO LLC
Debtor's Mailing Address:	c/o AID Holdings, LLC 330 N. Wabash, Suite 3700 Chicago, IL 60611 Attn: General Counsel
Address of Premises:	151 Williams Ave. Klamath Falls, OR
Name of Secured Party:	KeyBank National Association
Address of Secured Party:	4910 Tiedeman Road 3 rd Floor Brooklyn, Ohio 44144

This financing statement covers the Collateral. Some of the items or types of property comprising the Collateral are or are to become fixtures on the real property described in this Deed of Trust. Grantor is the record owner of the real property described herein upon which the foregoing fixtures and other items and types of property are located.

Grantor hereby represents and warrants to Beneficiary, and covenants and agrees with Beneficiary as follows:

(a) Except as otherwise permitted by the terms of this Deed of Trust, Grantor shall not merge or consolidate into, or transfer any of the Collateral to, any other entity or person without the prior written consent of the Beneficiary.

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(b) Grantor shall not change its name unless it has given Beneficiary thirty (30) days prior written notice thereof and executed and authorized at the request of Beneficiary, such additional financing statements to be filed in such jurisdiction as the Beneficiary may deem necessary or desirable in its sole discretion.

(c) It shall be an Event of Default hereunder if any amendment to or termination of a financing statement naming the Grantor as debtor and the Beneficiary as secured party, or any correction statement with respect thereto, is filed in any jurisdiction by any party other than the Beneficiary or its counsel without the prior written consent of the Beneficiary.

(d) Grantor hereby authorizes the Beneficiary, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements in such jurisdictions as the Beneficiary may deem necessary or desirable in order to perfect the security interest granted by the Grantor under this security agreement.

30. Due on Sale or Further Encumbrance.

(a) If, without the Beneficiary's prior written consent, (i) the Premises or any part thereof or any interest in the Premises or the Grantor is sold or conveyed; (ii) title to the Premises or any interest therein is divested; (iii) the Premises or any ownership interest in the Grantor is further encumbered or pledged; (iv) any lease which gives the lessee any option to purchase the Premises or any part thereof is entered into, or, (v) without limiting the generality of clause (i) above, the ownership of shares of the Grantor, if a corporation, or of any corporate general partner of Grantor, if a partnership, or the general partnership interests in any partnership which is a general partner of Grantor, or any membership interest in a Grantor which is a limited liability company, or any beneficial or fiduciary interest in any Grantor which is a trust or trustee, is sold or conveyed, the Beneficiary shall at its sole discretion be entitled to accelerate the Obligations and declare the then unpaid principal balance and all accrued interests and other sums due and payable under the Loan Agreement, the Facility due and payable and exercise all remedies available to Beneficiary under the Loan Documents. The Grantor understands that the present ownership of the Premises and Improvements will be a material inducement to Beneficiary in the making of the loan secured by this Deed of Trust.

(b) Notwithstanding the foregoing **subparagraph (a)** Beneficiary will permit the following transfers of ownership interests in Grantor without any change in the Loan terms provided that: (i) no Event of Default shall have occurred or be continuing hereunder or under the Loan Documents or any separate documents guaranteeing Grantor's payment and performance of the Loan; (ii) Beneficiary is promptly notified of such proposed transfer and provided with such documentation evidencing the transfer and identity of the transferee as reasonably requested by Beneficiary; (iii) assumption documents, if deemed necessary by the Beneficiary, in a form that is acceptable to Beneficiary are executed by the transferee; (iv) Grantor reimburses Beneficiary for all fees and expenses including reasonable attorney's fees associated with Beneficiary's review and documentation of the transfer; and (v) such transfer occurs following receipt of the equal certificate of occupancy for the Improvements:

(A) Any transfer or change in ownership interest which is permitted under Article 12 of the Loan Agreement.

31. **Environmental Matters; Notice; Indemnity.** Grantor covenants and agrees as follows:

(a) For purposes of this Deed of Trust, the following definitions shall apply:

(i) The term "**Environmental Law**" means and includes any federal, state or local law, statute, regulation or ordinance pertaining to health, industrial hygiene or the environmental or ecological conditions on, under or about the Premises, including without limitation each of the following (and their respective successor provisions): the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601 *et seq.* ("**CERCLA**"); the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901 *et seq.* ("**RCRA**"); the Federal Hazardous Materials Transportation Act, as amended, 49 U.S.C. sections 1801 *et seq.*; the Toxic Substance Control Act, as amended, 15 U.S.C. sections 2601 *et seq.*; the Clean Air Act, as amended, 42 U.S.C. sections 1857 *et seq.*; the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 *et seq.*; and the rules, regulations and ordinances of the U.S. Environmental Protection Agency and of all other federal, state, county and municipal agencies, boards, commissions and other governmental bodies and officers having jurisdiction over the Premises or the use or operation of the Premises.

(ii) The term "**Hazardous Substance**" means and includes: (1) those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "pollutants", "toxic substances" or "solid waste" in any Environmental Law; (2) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (3) those other substances, materials and wastes which are or become, regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (4) any material, waste or substance which is any of the following: (A) asbestos; (B) polychlorinated biphenyl; (C) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (33 U.S.C. sections 1251 *et seq.*); (D) explosive; (E) radioactive; (F) a petroleum product; or (G) infectious waste. Notwithstanding anything to the contrary herein, the term "Hazardous Substance" shall not include commercially sold products otherwise within the definition of the term "**Hazardous Substance**", but (X) which are used or disposed of by Grantor or used or sold by Tenants of the Premises in the ordinary course of their respective businesses, (Y) the presence of which product is not prohibited by applicable Environmental Law,

and (Z) the use and disposal of which are in all respects in accordance with applicable Environmental Law.

(iii) The term "***Enforcement or Remedial Action***" means and includes any action taken by any person or entity in an attempt or asserted attempt to enforce, to achieve compliance with, or to collect or impose assessments, penalties, fines, or other sanctions provided by, any Environmental Law.

(iv) The term "***Environmental Liability***" means and includes any claim, demand, obligation, cause of action, accusation, allegation, order, violation, damage (including consequential damage), injury, judgment, assessment, penalty, fine, cost of Enforcement or Remedial Action, or any other cost or expense whatsoever, including actual, reasonable attorneys' fees and disbursements, resulting from or arising out of the violation or alleged violation of any Environmental Law, any Enforcement or Remedial Action, or any alleged exposure of any person or property to any Hazardous Substance.

(b) Grantor, its successors and assigns, to Grantor's knowledge, covenants, warrants and represents that:

(i) No Hazardous Substances have been or shall be discharged, disbursed, released, stored, treated, generated, disposed of, or allowed to escape or migrate, or shall threaten to be injected, emptied, poured, leached, or spilled on or from the Premises.

(ii) No asbestos or asbestos-containing materials have been or will be installed, used, incorporated into, placed on, or disposed of on the Premises.

(iii) No polychlorinated biphenyls ("***PCBs***") are or will be located on or in the Premises, in the form of electrical transformers, fluorescent light fixtures with ballasts, cooling oils, or any other device.

(iv) No underground storage tanks are or will be located on the Premises or were located on the Premises and subsequently removed or filled.

(v) No investigation, administrative order, consent order and agreement, litigation, settlement, lien or encumbrance with respect to Hazardous Substances is proposed, threatened, anticipated or in existence with respect to the Premises.

(vi) The Premises and Grantor's operations at the Premises are in compliance with all applicable Environmental Laws including without limitation any, federal, state and local statutes, laws and regulations. No notice has been served on Grantor, or any subsidiary of Grantor, from any entity, government body, or individual claiming any violation of any law, regulation, ordinance or code, or requiring compliance with any law, regulation, ordinance or code, or demanding payment or contribution for environmental damage or injury to natural

resources. Copies of any such notices received subsequent to the date hereof shall be forwarded to Beneficiary within three (3) days of their receipt.

(vii) The Grantor has no knowledge of the release or threat of release of any Hazardous Substances from any property adjoining or in the immediate vicinity of the Premises.

(viii) No portion of the Premises is a wetland or other water of the United States subject to jurisdiction under Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any comparable state statute or local ordinance or regulation defining or protecting wetlands or other special aquatic areas.

(ix) There are no concentrations of radon or other radioactive gases or materials in any buildings or structures on the Premises that exceed background ambient air levels.

(x) To the best of Grantor's knowledge, there have been no complaints of illness or sickness alleged to result from conditions inside any buildings or structures on the Premises.

(c) Grantor will give prompt written notice to Beneficiary of:

(i) any proceeding, known investigation or inquiry commenced by any governmental authority with respect to the presence of any Hazardous Substance on, under or about the Premises or the migration thereof to or from adjoining property;

(ii) all claims made or threatened by any individual or entity against Grantor or the Premises relating to any loss or injury allegedly resulting from any Hazardous Substance; and

(iii) the discovery by Grantor of any occurrence or condition on any real property adjoining or in the vicinity of the Premises which might cause the Premises or any part thereof to be subject to any restriction on the ownership, occupancy, transferability or use of the Premises under any Environmental Law.

(d) Beneficiary shall have the right and privilege to: (i) join in and participate in, as a party if it so elects, any one or more legal proceedings or actions initiated with respect to the Premises; and to (ii) have all costs and expenses thereof (including without limitation Beneficiary's reasonable attorneys' fees and costs) paid by Grantor.

(e) Grantor agrees to protect, defend, indemnify and hold harmless Beneficiary, its directors, officers, employees, agents, contractors, sub-contractors, licensees, invitees, participants, successors and assigns, for, from and against any Environmental Liability and any and all claims, demands, judgments, settlements, damages, actions, causes of action, injuries, administrative orders, consent agreements and orders, liabilities, losses, penalties, costs, including but not limited to any cleanup costs, remediation costs and response costs, and all expenses of any kind whatsoever including reasonable attorneys' fees and expenses, including

but not limited to those arising out of loss of life, injury to persons, property or business or damage to natural resources in connection with the activities of Grantor, its predecessors in interest, third parties who have trespassed on the Premises, or parties in a contractual relationship with Grantor, and any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by act or omission of Beneficiary (the foregoing being collectively referred to as "**Claims**"), which:

(i) arise out of the actual, alleged or threatened migration, spill, leaching, pouring, emptying, injection, discharge, dispersal, release, storage, treatment, generation, disposal or escape of any Hazardous Substances onto or from the Premises; or

(ii) actually or allegedly arise out of, in connection with the Premises, the use, specification or inclusion of any product, material or process containing Hazardous Substances, the failure to detect the existence or proportion of Hazardous Substances in the soil, air, surface water or ground water, or the performance of or failure to perform the abatement of any Hazardous Substances source or the replacement or removal of any soil, water, surface water or ground water containing any Hazardous Substances; or

(iii) arise out of the breach of any covenant, warranty or representation contained in any statement or other information given by Grantor to Beneficiary relating to environmental matters; or

(iv) arise out of any Enforcement or Remedial Action or any judicial or administrative action brought pursuant to any Environmental Law or any similar state law that relates to the Premises.

Grantor, its successors and assigns, shall bear, pay and discharge when and as the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise against Beneficiary described in this **subparagraph (e)**, shall hold Beneficiary harmless for those judgments or claims, and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this **subparagraph (e)**.

Grantor's indemnifications and representations made herein shall survive for a period of two (2) years following any termination or expiration of the documents evidencing or securing the Loan and/or the repayment of the Obligations, including, but not limited to, any foreclosure on this Deed of Trust or acceptance of a deed in lieu of foreclosure. Without limiting the generality of the foregoing, Grantor's indemnifications and representations shall not extend to Hazardous Substances which first originate on the Premises subsequent to Beneficiary's succession to title by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure.

(f) If any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "**Remedial Work**") is reasonably desirable (in the case of an operation and maintenance program or similar monitoring or

preventive programs) or necessary, both as determined by an independent environmental consultant selected by Beneficiary under any applicable federal, state or local law, regulation or ordinance, or under any judicial or administrative order or judgment, or by any governmental person, board, commission or agency, because of or in connection with the current or future presence, suspected presence, release or suspected release of a Hazardous Substance into the air, soil, groundwater, or surface water at, on, about, under or within the Premises or any portion thereof, Grantor shall within thirty (30) days after written demand by Beneficiary for the performance (or within such shorter time as may be required under applicable law, regulation, ordinance, order or agreement), commence and thereafter diligently prosecute to completion all such Remedial Work to the extent required by law. All Remedial Work shall be performed by contractors approved in advance by Beneficiary (which approval in each case shall not be unreasonably withheld or delayed) and under the supervision of a consulting engineer approved in advance by Beneficiary. All costs and expenses of such Remedial Work (including without limitation the reasonable fees and expenses of Beneficiary's counsel) incurred in connection with monitoring or review of the Remedial Work shall be paid by Grantor. If Grantor shall fail or neglect to timely commence or cause to be commenced, or shall fail to diligently prosecute to completion, such Remedial Work, Beneficiary may (but shall not be required to) cause such Remedial Work to be performed; and all costs and expenses thereof, or incurred in connection therewith (including, without limitation, the reasonable fees and expenses of Beneficiary's counsel), shall be paid by Grantor to Beneficiary forthwith after demand and shall be a part of the Obligations. In order to exercise its rights as set forth herein, Beneficiary may obtain an order from a court of competent jurisdiction, the appointment of a receiver, or both.

(g) If recommended by any environmental report, assessment or audit of the Premises, Grantor shall establish and comply with an operations and maintenance program with respect to the Premises, in form and substance reasonably acceptable to Beneficiary, prepared by an environmental consultant reasonably acceptable to Beneficiary, which program shall address any asbestos containing material or lead based paint that may now or in the future be detected at or on the Premises. Without limiting the generality of the preceding sentence, Beneficiary may require (i) periodic notices or reports to Beneficiary in form, substance and at such intervals as Beneficiary may specify, (ii) an amendment to such operations and maintenance program to address changing circumstances, laws or other matters, (iii) at Beneficiary's sole expense, supplemental examination of the Premises by consultants specified by Beneficiary, (iv) access to the Premises by Beneficiary, its agents or servicer, to review and assess the environmental condition of the Premises and Grantor's compliance with any operations and maintenance program, and (v) variation of the operations and maintenance program in response to the reports provided by any such consultants.

32. **Captions.** The captions or headings preceding the text of the paragraphs or subparagraphs of this Deed of Trust are inserted only for convenience of reference and shall not constitute a part of this Deed of Trust, nor shall they in any way affect its meaning, construction or effect.

33. **No Waiver; Modifications in Writing.** No failure or delay on the part of Beneficiary in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies

provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. No amendment, modification, supplement, termination or waiver of or to any provision of this Deed of Trust, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Deed of Trust, any waiver of any provision of this Deed of Trust, and any consent to any departure from the terms of any provision of this Deed of Trust, shall be effective only in the specific instance and for the specific purpose for which made or given.

34. **Relationship.** Beneficiary is only a lender or administrative agent under the Loan Documents, and nothing contained in this Deed of Trust or the other Loan Documents and no action taken by the parties pursuant hereto shall be deemed to constitute the Beneficiary and any other of the parties to any of the Loan Documents a partnership, an association, a joint venture or other entity, nor constitute Beneficiary as a fiduciary for any of the parties.

35. **Governing Law.** The Loan Documents and obligations evidenced and governed thereby are and shall be governed by and construed and enforced in accordance with the laws of the state referenced therein. This Deed of Trust shall be governed by and construed and enforced in accordance with the laws of State of New York; provided, however, matters of creation, perfection, priority or enforceability of any and all rights and remedies provided for herein shall be governed by and construed and enforced in accordance with the laws of the State of where the Premises are located.

36. **Time of Essence.** Time is of the essence in the performance by the parties of this Deed of Trust.

37. **Construction.** Grantor has been represented by its own counsel in this transaction, and this Deed of Trust shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

38. **Gender; Number; Terms.** Words and phrases herein shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context. The use of the words "herein," "hereof," "hereunder" and other similar compounds of the word "here" shall refer to this entire Deed of Trust and not to any particular section, paragraph or provision. The term "person" and words importing persons as used in this Deed of Trust shall include firms, associations, partnerships (including limited partnerships), joint ventures, trusts, corporations, limited liability companies, and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

39. **Integration.** This Deed of Trust, together with the other Loan Documents, constitute the entire agreement between the parties hereto pertaining to the subject matters hereof and thereof and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof and thereof.

40. **General Indemnification.**

(a) Grantor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties (defined below) for, from and against any and all Losses (defined below) imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any one or more of the following: (i) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (ii) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (iii) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof; (iv) any failure of the Premises to be in compliance with any applicable laws; (v) any and all claims, demands or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in any Lease; or (vi) the payment of any commission, charge or brokerage fee to anyone which may be payable in connection with the funding of the Facility evidenced by the Loan Agreement and secured by this Deed of Trust. Any amounts payable to Beneficiary by reason of the application of this Paragraph shall become immediately due and payable and shall bear interest at the Default Rate (as defined in the Loan Agreement) from the date loss or damage is sustained by Beneficiary until paid. The term "**Losses**" shall mean any and all claims, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages, losses, costs, expenses, fines, penalties, charges, fees, judgments, awards, amounts paid in settlement of whatever kind or nature (including but not limited to reasonable attorneys' fees and other costs of defense). The term "**Indemnified Parties**" shall mean (i) Beneficiary, (ii) any prior owner or holder of the Loan Agreement, (iii) any servicer or prior servicer of the Facility, (iv) any participant or any prior participant in any portion of the Facility, (v) any trustees, custodians or other fiduciaries who hold or who have held a full or partial interest in the Facility for the benefit of any participant or other third party, (vi) any receiver or other fiduciary appointed in a foreclosure or other collection proceeding, (vii) any officers, directors, shareholders, partners, members, employees, agents, servants, representatives, contractors, subcontractors, affiliates or subsidiaries of any and all of the foregoing, and (viii) the heirs, legal representatives, successors and assigns of any and all of the foregoing (including, without limitation, any successors by merger, consolidation or acquisition of all or a substantial portion of the Indemnified Parties' assets and business), in all cases whether during the term of the Facility or as part of or following a foreclosure of the Facility. Grantor's obligation under this Paragraph 40 shall not extend to Losses arising as a result of the acts or omissions of any Indemnified Party which constitute gross negligence, fraud or willful misconduct.

(b) Upon written request by any Indemnified Party, Grantor shall defend such Indemnified Party (if requested by any Indemnified Party, in the name of the Indemnified Party) by attorneys and other professionals approved by the Indemnified Parties. Notwithstanding the foregoing, any Indemnified Parties may, in their sole discretion, engage their own attorneys and other professionals to defend or assist them, and, at the option of the Indemnified Parties, their attorneys shall control the resolution of any claim or proceeding. Upon demand, Grantor shall pay or, in the sole discretion of the Indemnified Parties, reimburse, the Indemnified Parties for the payment of reasonable fees and disbursements of attorneys, engineers, environmental consultants, laboratories and other professionals in connection therewith.

(c) Grantor shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless the Indemnified Parties from and against any and all Losses imposed upon or incurred by or asserted against any Indemnified Parties and directly or indirectly arising out of or in any way relating to any tax on the making and/or recording of this Deed of Trust, the Loan Agreement or any of the other Loan Documents.

41. **ERISA Representations and Warranties.** Grantor hereby represents, warrants and agrees that it is acting on its own behalf and that none of the investors in, or owners of, Grantor is an employee benefit plan as defined in Section 3 (3) of the Employee Retirement Income Security Act of 1974, as amended ("*ERISA*"), which is subject to Title 1 of ERISA, nor a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended. Grantor also represents and warrants that it is not an entity the assets of which are deemed to include plan assets pursuant to Department of Labor ("*DOL*") Regulation Section 2510.3-101 (the "*Plan Asset Regulation*"). Grantor further represents, warrants and agrees that at all times during the term of the Loan Agreement, Grantor shall not be deemed to include plan assets. If at any time during the entire term of the Loan Agreement any of the investors in or owners of Grantor shall include a plan or entity described in this Paragraph, Grantor shall as soon as reasonably possible following an investment by such plan or entity, provide Beneficiary with an opinion of counsel reasonably satisfactory to Beneficiary indicating that the assets of Grantor are not deemed to include plan assets pursuant to the Plan Asset Regulation. In lieu of such opinion, Beneficiary may, in its sole discretion, accept such other assurances from Grantor as are necessary to satisfy Beneficiary in its sole discretion that the assets of Grantor are not deemed to include plan assets pursuant to the Plan Asset Regulation. Grantor understands that the representations and warranties herein are and will be at closing a material inducement to Beneficiary in the making of the loan evidenced by the Loan Agreement, without which Beneficiary would be unwilling to proceed with said loan.

42. **Concerning the Trustee**

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

taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Grantor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save and hold Trustee harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties.

(b) Retention of Money. All moneys received, by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, and shall be segregated from any other moneys of Trustee.

(c) Successor Trustees. Trustee may resign by the giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust, or if, for any reason, Beneficiary, in Beneficiary's sole discretion and with or without cause, shall prefer to appoint a substitute trustee or multiple substitute trustees, or successive substitute trustees or successive multiple substitute trustees, to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute trustee (or, if preferred, multiple substitute trustees) in succession who shall succeed (and if multiple substitute trustees are appointed, each of such multiple substitute trustees shall succeed) to all the estates, rights, powers and duties of the aforementioned Trustee. Such appointment may be executed by any authorized agent of Beneficiary, and if such Beneficiary be a corporation and such appointment be executed on its behalf by any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Grantor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or his or her successor or successors in this trust, shall do lawfully by virtue hereof. If multiple substitute trustees are appointed, each of such multiple substitute trustees shall be empowered and authorized to act alone without the necessity of the joinder of the other multiple substitute trustees, whenever any action or undertaking of such substitute trustees is requested or required under or pursuant to this Deed of Trust or applicable law. Any prior election to act jointly or severally shall not prevent either or both of such multiple substitute Trustees from subsequently executing, jointly or severally, any or all of the provisions hereof.

(d) Substitution or Resignation of Trustee.

(i) Beneficiary may, without notice or cause and in Beneficiary's sole discretion by complying with the provisions of applicable statutes, substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Deed of Trust or may fill a vacancy in the position of Trustee hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with the title, powers and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution shall be made by written instrument executed and acknowledged by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when recorded in the office in which this Deed of Trust is recorded, shall be conclusive proof of the proper appointment of such successor Trustee.

(ii) Trustee may resign by written instrument executed by Trustee, containing reference to this Deed of Trust and its place of record, which, when recorded in the office in which this Deed of Trust is recorded, and when delivered to Beneficiary in accordance with **Paragraph 22** hereof, shall be conclusive proof of the resignation of such Trustee. Upon such resignation, Beneficiary may appoint a successor Trustee in accordance with **Paragraph 42(d)** hereof

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

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

(g) No Representation by Trustee or Beneficiary. By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee or Beneficiary pursuant to the Loan Documents, including, without limitation, any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, neither Trustee nor Beneficiary shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee or Beneficiary.

(h) Trustee's Commission. Immediately upon the first insertion of any advertisement or notice of any such sale, there shall become due and owing by the Grantor all expenses incident to such advertisement or notice, all court costs and all expenses incident to any foreclosure proceedings brought under this Deed of Trust or otherwise in connection with such sale, and a reasonable commission on the total amount of the Obligations then due hereunder equaling one-half of the commission allowed to trustees for making sales of property under orders or decrees of a court having competent jurisdiction as prescribed by applicable law, and no party shall be required to receive only the aggregate Obligations then secured hereby unless it is accompanied by a tender of payment of such expenses, costs and commissions.

(i) Conveyance by Trustee/Defeasance. Upon receipt by Trustee of written notice from Beneficiary that the Obligations have been fully paid pursuant to the terms hereof and the other Loan Documents and the obligations fully performed in accordance with the

provisions hereof and the other Loan Documents, Trustee shall re-convey the Premises, without warranty, to Grantor or such person or persons lawfully entitled thereto.

43. State Law Provisions, Waivers and Agreements.

(a) **WAIVERS.** TO THE EXTENT PERMITTED BY LAW, GRANTOR HEREBY EXPRESSLY WAIVES AND RELEASES ANY REQUIREMENT OR OBLIGATION THAT BENEFICIARY OR TRUSTEE PRESENT EVIDENCE OR OTHERWISE PROCEED BEFORE ANY COURT, CLERK, OR OTHER JUDICIAL OR QUASI-JUDICIAL BODY BEFORE EXERCISE OF THE POWERS OF SALE CONTAINED IN THIS DEED OF TRUST.

(b) **[Intentionally Omitted]**

(c) **Non-Agricultural Use. The Premises which are the subject of this Deed of Trust are not used principally or primarily for agricultural or farming purposes.**

(d) **IMPORTANT:** READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. GRANTOR ACKNOWLEDGES AND AGREES THAT THERE ARE NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT AND NO SUCH OTHER TERMS AND PROVISIONS MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

44. Waivers and Agreements Regarding Remedies. To the full extent Grantor may do so, Grantor hereby waives and relinquishes the following:

(a) **Marshaling, Etc.** All rights to a marshaling of the assets of Grantor, including the Premises, or to a sale in inverse order of alienation in the event of foreclosure, and agrees not to assert any right under any law pertaining to the marshaling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Beneficiary under the terms of the Loan Documents to a sale of the Premises for the collection of the Obligations without any prior or different resort for collection, or the right of Beneficiary to the payment of the Obligations out of the proceeds of sale of the Premises in preference to every other claimant whatsoever.

(b) **Rights and Remedies of Sureties.** Any and all rights and remedies that Grantor may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties.

45. Miscellaneous.

(a) This Deed of Trust and all provisions hereof shall extend to and be binding upon Grantor and its successors, grantees and assigns, any subsequent owner or owners of the Premises and all persons claiming under or through Grantor (but this clause shall not be construed as constituting the consent by Beneficiary to the transfer of any interest in the

Premises), and the word "Grantor" when used herein shall include any such person and all persons liable for the payment of the Obligations or any part thereof, whether or not such persons shall have executed said Loan Agreement or this Deed of Trust. The word "Beneficiary", when used herein, shall include the successors and assigns of Beneficiary, and the holder or holders, from time to time, of the Facility secured hereby. In addition, in the event Grantor is a land trust or similar entity, the term "Grantor" as used herein shall include the beneficiary or beneficiaries of such land trust or similar entity.

(b) In the event one or more of the provisions contained in this Deed of Trust or the Loan Agreement secured hereby, or in any other security documents given to secure the payment of the Loan Agreement secured hereby, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Beneficiary, not affect any other provision of this Deed of Trust, and this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(c) The Grantor will, from time to time, upon ten (10) business days' prior written request from Beneficiary, make, execute, acknowledge and deliver to Beneficiary such supplemental mortgages/deeds of trust, certificates and other documents, including without limitation UCC financing statements, as may be necessary for better assuring and confirming unto Beneficiary any of the Premises, or for more particularly identifying and describing the Premises, or to preserve or protect the priority of this Deed of Trust lien, and generally do and perform such other acts and things and execute and deliver such other instruments and documents as may reasonably be deemed necessary or advisable by Beneficiary to carry out the intentions of this Deed of Trust.

(d) Grantor shall not by act or omission permit any building or other improvement on any premises not subject to the lien of this Deed of Trust to rely on the Premises or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Grantor hereby assigns to Beneficiary any and all rights to give consent for all or any portion of the Premises or any interest therein to be so used. Similarly no building or other Improvement on the Premises shall rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Grantor shall not by act or omission impair the integrity of the Premises as a single zoning lot separate and apart from all other premises. Any act or omission by Grantor which would result in a violation of any of the provisions of this paragraph shall be void.

(e) Grantor will, from time to time, but not more than once in any twelve (12) month period, upon ten (10) business days' prior written request by Beneficiary, execute, acknowledge and deliver to Beneficiary, a certificate stating that this Deed of Trust is unmodified and in full force and effect (or, if there have been, modifications, that this Deed of Trust is in full force and effect as modified and setting forth such modifications) and stating the principal amount secured hereby and the interest accrued to date on such principal amount. The estoppel certificate from Grantor shall also state to the best knowledge of Grantor whether any offsets or defenses to the Obligations exist and if so shall identify them.

(f) Beneficiary shall have the right and option to exercise the power of sale or to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure. The failure to join any tenant or tenants as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Grantor as a defense in any civil action instituted to collect the Obligations, or any part thereof, or any deficiency remaining unpaid after foreclosure and sale of the Premises, any statute or rule of law at any time existing to the contrary notwithstanding.

(g) At the option of Beneficiary, this Deed of Trust shall become, subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any award in condemnation) to any one or more, or to all, Leases upon the execution by Beneficiary and recording or registration thereof; at any time hereafter, in the Office of the Recorder in and for the county wherein the Premises are situated, or such other office as determined by Beneficiary, of a unilateral declaration to that effect.

(h) In the event that maturity of the Obligations is accelerated by Beneficiary because of the occurrence of an Event of Default hereunder and a tender of payment is made by or on behalf of Grantor in the amount necessary to satisfy the Obligations at any time prior to judicial confirmation or other conclusion if confirmation is not required, of a foreclosure sale or sale under a power of sale, then such tender shall constitute a prepayment under the Loan Agreement and shall, to the extent specified in the Loan Agreement, require payment of the prepayment premium provided for in the Loan Agreement.

(i) All agreements between Grantor and Beneficiary (including, without limitation, those contained in this Deed of Trust and the Loan Agreement) are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid to the Beneficiary exceed the highest lawful rate of interest permissible under the laws of the State of Oregon. If, from any circumstances whatsoever, fulfillment of any provision hereof or the Loan Agreement or any other documents securing the Obligations at the time performance of such provision shall be due, shall involve the payment of interest exceeding the highest rate of interest permitted by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the highest lawful rate of interest permissible under the laws of the State of Oregon; and if for any reason whatsoever Beneficiary shall ever receive as interest an amount which would be deemed unlawful, such interest shall be applied to the payment of the last maturing installment or installments of the principal Obligations (whether or not then due and payable) and not to the payment of interest.

(j) Grantor covenants and agrees that it shall constitute an Event of Default hereunder if any of the proceeds of the Facility will be used, or were used, as the case may be, for the purpose (whether immediate, incidental or ultimate) of "purchasing" or "carrying" any "margin security" as such terms are defined in Regulation G of the Board of Governors of the Federal Reserve System (12 CFR Part 207) or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose.

(k) Grantor shall exert its best efforts to include a "no lien" provision in any property management agreement hereafter entered into by Grantor or its beneficiary with a property manager for the Premises, whereby the property manager waives and releases any and

all mechanics' lien rights that he, or anyone claiming through or under such manager, may have. Such property management agreement containing such "no lien" provision or a short form thereof shall, at Beneficiary's request, be recorded in the office of the recorder's office in and for the County wherein the Premises is situated, or such other office as reasonably requested by Beneficiary.

(l) Notwithstanding anything to the contrary contained in this Deed of Trust, wherever this Deed of Trust requires Grantor to reimburse Beneficiary, an Indemnified Party or any other person or entity for any costs or expenses, Grantor shall only be required to reimburse such party for reasonable third-party costs and expenses actually incurred.

(m) To the extent of any conflict between the terms hereof and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

46. Additional Collateral.

(a) Grantor acknowledges and agrees that Obligations are secured by the Premises and various other collateral including, without limitation, at the time of execution of this Deed of Trust certain real and personal property of Grantor and other parties described in the Loan Documents. Grantor specifically "acknowledges and agrees that the Premises, in and of itself, if foreclosed or realized upon would not be sufficient to satisfy the outstanding amount of the Obligations. Accordingly, Grantor acknowledges that, to the fullest extent permitted by applicable law, it is in the Grantor's contemplation that the other collateral pledged to secure the Obligations may be pursued by the Beneficiary in separate proceedings in the various states, counties and other countries where such collateral may be located and additionally that Grantor and other parties liable for payment of the Obligations will remain liable for any deficiency judgments in addition to any amounts the Beneficiary may realize on sales of other property or any other collateral given as security for the Obligations except as otherwise set forth in this Deed of Trust. Specifically, and without limitation of the foregoing, it is agreed that it is the intent of the parties hereto that in the event of a foreclosure of this Deed of Trust, the Obligations shall not be deemed merged into any judgment of foreclosure, but rather shall remain outstanding. It is the further intent and understanding of the parties that the Beneficiary, following an Event of Default, may, to the fullest extent permitted by applicable law, pursue all of its Collateral with the Obligations remaining outstanding and in full force and effect notwithstanding any judgment of foreclosure or any other judgment which the Beneficiary may obtain.

(b) The Grantor acknowledges and agrees that the Premises and the other collateral which may from time to time be encumbered by the other Loan Documents may be located in more than one state, county or country and therefore Grantor, to the fullest extent, permitted by applicable law, waives and relinquishes any and all rights it may have, whether at law or equity, to require the Beneficiary to proceed to enforce or exercise any rights, powers and remedies it may have under the Loan Documents in any particular manner, in any particular order, or in any particular state or other jurisdiction. Furthermore, Grantor acknowledges and agrees, to the fullest extent permitted by applicable law, that the Beneficiary shall be allowed to enforce payment and performance of the Obligations and to exercise all rights and powers provided under this Deed of Trust, or the other Loan Documents or under any provision of law,

by one or more proceedings, (whether contemporaneous, consecutive or both) in any one or more states, counties or countries in which the security is located. To the fullest extent permitted by applicable law, neither the acceptance of this Deed of Trust or any Loan Document nor the enforcement in one state, county or country, whether by court action, power of sale, or otherwise, shall prejudice or in any way limit or preclude enforcement of such documents through one or more additional proceedings, in that state or in any other state, county or country.

(c) To the fullest extent permitted by applicable law, Grantor further agrees that any particular remedy or proceeding, including, without limitation, foreclosure through court action (in a state or federal court) or power of sale, may be brought and prosecuted in the local or federal courts of any one or more states as to all or any part of the Premises or the collateral encumbered by the Loan Documents, wherever located, without regard to the fact that any one or more prior or contemporaneous proceedings have been situated elsewhere with respect to the same or any other part of the Premises and the other collateral encumbered by the Loan Documents.

(d) To the fullest extent permitted by applicable law, Beneficiary may resort to any other security held by the Beneficiary for the payment of the Obligations in such order and manner as the Beneficiary may elect.

(e) To the fullest extent permitted by applicable law, notwithstanding anything contained herein to the contrary, Beneficiary shall be under no duty to Grantor or others, including, without limitation, the holder of any junior, senior or subordinate deed of trust, deed to secure debt or mortgage on the Premises or any part thereof or on any other security held by Beneficiary, to exercise or exhaust all or any of the rights, powers and remedies available to Beneficiary.

47. **Future Advances.** This Deed of Trust shall secure not only existing indebtedness, but also such future or additional advances made under the Loan Agreement, whether such advances are obligatory or to be made at the option of Beneficiary, or otherwise, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. This Deed of Trust secures, among others, revolving credit notes and the total amount of indebtedness secured by this Deed of Trust may decrease or increase from time to time, but the total of such Obligations shall not exceed the maximum principal amount of One Hundred Ninety-Two Million and No/100 Dollars (\$192,000,000.00) at any time plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Premises, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Beneficiary, or otherwise, may be made either prior to or after the due date of the Notes or any other notes secured by this Deed of Trust; but nothing contained in this paragraph by itself obligates Beneficiary to make any additional loans or advances hereunder. This Deed of Trust is given for the specific purpose of securing the Obligations in whatever manner the Obligations may be evidenced or represented, until this Deed of Trust is satisfied of record. All covenants and agreements contained in this Deed of Trust shall be applicable to all further advances made by Beneficiary to Grantor or any other Borrower or any entity comprising Grantor (or such other Borrower) under this future advance clause.

48. State Specific Provisions

(a) **Inconsistencies**. In the event of any inconsistencies between the terms and conditions of this Paragraph 48 and the other provisions of this instrument, the terms and conditions of this Paragraph 48 shall control and be binding.

(b) **No Residential Trust Deed**. Grantor warrants that this Deed of Trust is not and will at all times continue not to be a residential trust deed (as such term is defined in ORS 86.205(3)).

(c) **Written Agreement**. Under Oregon law, most agreements, promises and commitments made by a lender concerning loans and other credit extensions which are not for personal, family or household purposes or secured solely by the borrower's residence must be in writing, express consideration and be signed by the lender to be enforceable.

(d) **Notice**. The following notice is given pursuant to ORS 746.201:

WARNING

Unless Grantor provides Beneficiary with evidence of the insurance coverage as required herein, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest. If the collateral becomes damaged, the coverage Beneficiary purchases may not pay any claim Grantor makes or any claim made against Grantor. Grantor may later cancel this coverage by providing evidence that Grantor has obtained property coverage elsewhere.

Grantor is responsible for the cost of any insurance purchased by Beneficiary. The cost of this insurance may be added to the indebtedness secured hereby. If the cost is added to the indebtedness secured hereby, the interest rate on the indebtedness secured hereby will apply to this added amount. The effective date of coverage may be the date the prior coverage lapsed or the date Grantor failed to provide proof of coverage.

The coverage Beneficiary purchases may be considerably more expensive than insurance Grantor can obtain on Grantor's own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

(e) **Land Use Disclaimer**. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY

THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

(f) **Reconveyance.** Upon payment of all sums secured by this Deed of Trust, Beneficiary shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing debt secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Beneficiary may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

(g) **Substitute Trustee.** Beneficiary may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

(h) **Protective Advances.** This Deed of Trust secures any advances Beneficiary, at its discretion, may make under any provision of this Deed of Trust to protect Beneficiary's interest in the Property and rights under this Deed of Trust.

(i) **Attorneys' Fees.** Subject to the terms and conditions of the Loan Agreement, the right to recover attorney fees set forth in this Deed of Trust and elsewhere in the Loan Documents shall include the right to recover attorney fees in any appellate proceeding as well as any trial or bankruptcy proceeding and shall also include costs of title searches, appraisals; environmental reports and expert witness fees.

(j) **Dishonored Payment Items.** Notwithstanding anything to the contrary contained in the Note, the amount of the charge that may be assessed on Grantor by Beneficiary under the Loan Documents in the event that a check or payment item is returned or dishonored for any reason shall not exceed the maximum amount allowed by applicable law for a dishonored check or payment item.

(k) **Mortgage.** At Beneficiary's option, this Deed of Trust may be enforced and foreclosed as a mortgage.

[Remainder of this page intentionally left blank]

Grantor acknowledges receipt of a copy of this instrument at the time of execution hereof.


[EXECUTION CONTAINED ON THE FOLLOWING PAGE]

SHASTA PLACE (OR)

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

GRANTOR:

SHASTA VIEW AID PROPCO LLC, a
Delaware limited liability company

By: 

Name: Akhil Sharma
Title: Authorized Officer

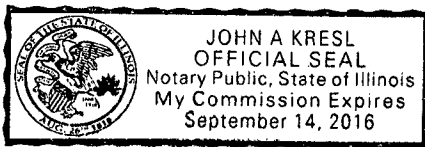
ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)
) ss.
COUNTY OF Cook)

I certify that I know or have satisfactory evidence that Akhil Sharma is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the authorized officer of SHASTA VIEW AID PROPCO LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 5/23/14

(Stamp or seal)



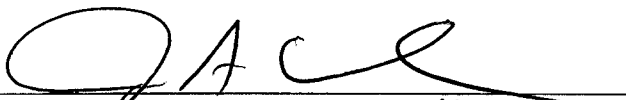

Notary Public for the State of ~~Oregon~~ Illinois
Name: John A Kresl
My Commission Expires: 9/14/16

EXHIBIT A

Legal Description
(SHASTA PLACE, OREGON)

Real property in the County of Klamath , State of Oregon, described as follows:

A TRACT OF LAND SITUATED IN THE N1/2 SW1/4 SE1/4 SE1/4 OF SECTION 28, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SE1/4 SE1/4 OF SAID SECTION 28; THENCE NORTH 00° 49' 52" EAST 333.61 FEET TO THE NORTHWEST CORNER OF THE SW1/4 SW1/4 SE1/4 SE1/4 OF SAID SECTION 28; THENCE SOUTH 89° 28' 52" EAST 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH 89° 28' 52" EAST 301.12 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 SW1/4 SE1/4 SE1/4; THENCE NORTH 00° 53' 52" EAST 46.50 FEET TO THE NORTHWEST CORNER OF THE HIGHLAND CARE CENTER TRACT; THENCE SOUTH 89° 30' 00" EAST, ALONG THE NORTH LINE OF THE HIGHLAND CARE CENTER TRACT, 331.17 FEET TO THE EAST LINE OF THE SW1/4 SE1/4 SE1/4 OF SAID SECTION 28; THENCE NORTH 00° 57' 53" EAST 286.78 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 SE1/4 SE1/4; THENCE NORTH 89° 27' 44" WEST 633.01 FEET, MORE OR LESS, TO A POINT THAT IS SOUTH 89° 27' 44" EAST 30.00 FEET FROM THE NORTHWEST CORNER OF SAID SW1/4 SE1/4 SE1/4; THENCE SOUTH 00° 49' 52" WEST 333.59 FEET TO THE TRUE POINT OF BEGINNING, WITH BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 28 AS BEING SOUTH 89° 30' 00" EAST.