



Secretary of State
Articles of Organization
Limited Liability Company (LLC)

LLC-1

201632110060

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$70.00

Copy Fees - First plain copy free; Additional copies: First page \$1.00 & .50 for each attachment page; Certification Fee - \$5.00

Important! LLCs may have to pay an annual minimum \$800 tax to the California Franchise Tax Board. For more information, go to <https://www.ftb.ca.gov>.

FILED
Secretary of State
State of California

NOV 15 2016

This Space For Office Use Only

1. Limited Liability Company Name (See Instructions – Must contain an LLC ending such as LLC or L.L.C. "LLC" will be added, if not included.)

6302 Federal LLC

2. Business Addresses

a. Initial Street Address of Designated Office in California - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
6420 Federal Boulevard, Suite C	Lemon Grove	CA	91945
b. Initial Mailing Address of LLC, if different than Item 2a	City (no abbreviations)	State	Zip Code

3. Agent for Service of Process

Item 3a and 3b: If naming an individual, the agent must reside in California and Item 3a and 3b must be completed with the agent's name and complete California street address.

Item 3c: If naming a California Registered Corporate Agent, a current agent registration certificate must be on file with the California Secretary of State and Item 3c must be completed (leave Item 3a-3b blank).

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix
Starr		Skinner	
b. Street Address (if agent is not a corporation) - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
216 Cerro Street	Encinitas	CA	92024
c. California Registered Corporate Agent's Name (if agent is a corporation) - Do not complete Item 3a or 3b			

4. Management (Select only one box)

The LLC will be managed by:

☐

One Manager

☐

More than One Manager

☒

All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. The Information contained herein, including in any attachments, is true and correct.

Organizer sign here

Jeffrey L. Anastas

Print your name here



Property Information

Primary Owner : 6302 FEDERAL LLC
Secondary Owner : N/A
Site Address : 6302 FEDERAL BLVD
LEMON GROVE, CA 91945-
Mailing Address : 6302 FEDERAL BLVD
LEMON GROVE, CA 91945
Assessor Parcel Number : 478-290-05-00
Census Tract : 0030.03
Housing Tract Number : N/A
Lot Number : 13
Page Grid : 1290-C1
Legal Description : Lot: 13 ; Abbreviated Description: LOT:13 CITY:LEMON GROVE
SUBD:RANCHO MISSION OF SAN DIEGO CC012524 LOT 13*0.94 AC M/L
IN ; City/Muni/Twp: LEMON GROVE

Property Characteristics

Bedrooms : 0	Year Built : 1962	Square Feet : 12018
Bathrooms : 0.0	Garage : N/A	Lot size : 40946 SF
Partial Bath : 0	Fireplace : N/A	Number of Units : 1
Total Rooms : 0	Pool/Spa : N	Use Code : Warehouse (Industrial)
Zoning : INDUSTRIAL		

Sale Information

Transfer Date : 01/11/2017	Document # : 2017-0015184
Transfer Value : \$1,285,000	Cost/Sq Feet : \$ 106

Assessment/Tax Information

Assessed Value : \$1,358,346	Tax Amount : \$18,744.10
Land Value : \$1,066,514	Tax Status : Current
Improvement Value : \$291,832	Tax Rate Area : 15-045
Percent Improvement : 21 %	Homeowner Exemption : N

Data Deemed Reliable, But Not Guaranteed.

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09/18/2020 15:33:32 PM

Customer Service Rep: CATHERINE



Data Deemed Reliable, But Not Guaranteed.

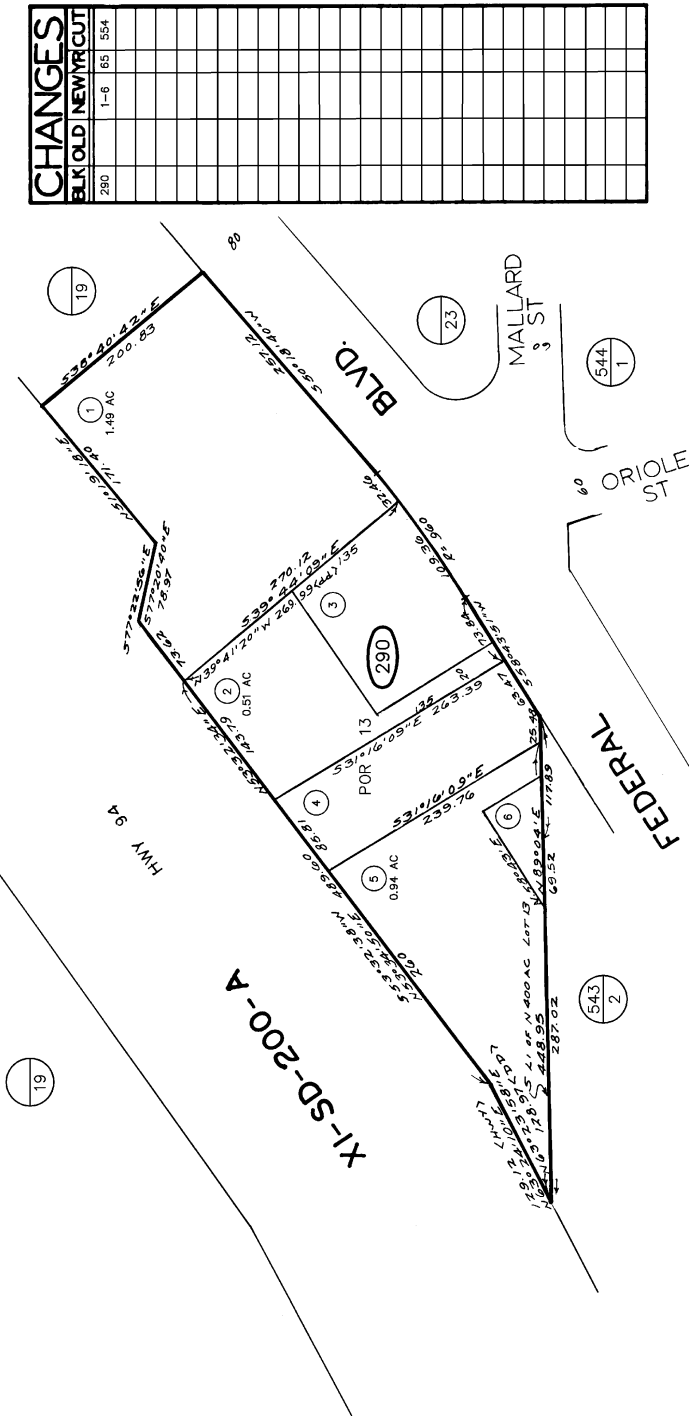
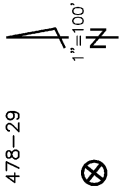


Customer Service Rep: CATHERINE

08

478 - 290

478-29



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL SUBDIVISION OR BUILDING ORDINANCES.

CC 348(M330) - RHO MISSION REFEREES PARTITION
 LS 249 - ROS 1224

575
 11-6-24
 SAN DIEGO COUNTY
 BOOK 478 PAGE 29

Recording Requested By:
FIRST AMERICAN TITLE
National Commercial Services

RECORDING REQUESTED BY:
First American Title Company

**When Recorded Mail Document
and Tax Statement To:**
6302 Federal LLC
6302 Federal Blvd.
Lemon Grove, CA 91945

DOC# 2017-0015184



Jan 11, 2017 09:10 AM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$1,453.50
PCOR: YES
PAGES: 6

Escrow Order No.: 73716012971

NCS-812500

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*APN 478-290-05
543-020-06*

GRANT DEED

The undersigned grantor(s) declare(s)

- ☐ This transfer is exempt from the documentary transfer tax.
☒ **The documentary transfer tax is \$1,413.50** and is computed on:
 ☒ the full value of the interest or property conveyed.
 ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☒ the **City of Lemon Grove**.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The Family Trust under Declaration of Trust of James P. Stewart and Jeanne F. Stewart

hereby GRANT(S) to 6302 Federal LLC

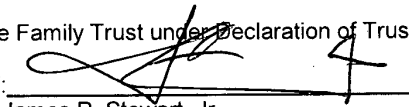
the following described real property in the City of Lemon Grove, County of San Diego, State of California:

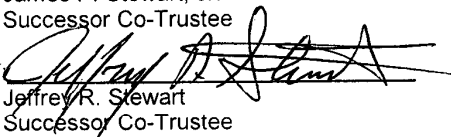
See Exhibit "A" attached hereto and a paer hereof

Dated: December 20, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Family Trust under Declaration of Trust of James P. Stewart and Jeanne F. Stewart

BY: 
James P. Stewart, Jr.
Successor Co-Trustee

BY: 
Jeffrey R. Stewart
Successor Co-Trustee

BY: _____
Jill C. Houston
Successor Co-Trustee

RECORDING REQUESTED BY:
First American Title Company

**When Recorded Mail Document
and Tax Statement To:**
6302 Federal LLC
6302 Federal Blvd.
Lemon Grove, CA 91945

Escrow Order No.: 73716012971

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 ☒ the full value of the interest or property conveyed.
 ☐ the full value less the liens or encumbrances remaining thereon at the time of sale.
The property is located in ☒ the **City of Lemon Grove**.

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the following described real property in the City of Lemon Grove, County of San Diego, State of California:

See Exhibit "A" attached hereto and a paer hereof

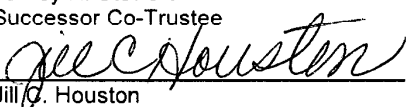
Dated: December 20, 2016

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

The Family Trust under Declaration of Trust of James P. Stewart and Jeanne F. Stewart

BY: _____
James P. Stewart, Jr.
Successor Co-Trustee

BY: _____
Jeffrey R. Stewart
Successor Co-Trustee

BY:  _____
Jill G. Houston
Successor Co-Trustee

GRANT DEED
(continued)

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

State of California

County of San Diego

On 12/22/16 before me, Anisa Smith Bruce, Notary Public,
(here insert name and title of the officer)

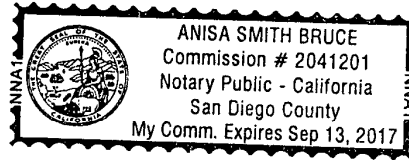
personally appeared James P. Stewart, Jr. & Jeffrey B. Stewart,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Anisa Smith Bruce
Signature

(Seal)



GRANT DEED
(continued)

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

State of CA

County of Santa Clara

On Dec. 22, 2016 before me, Darcy Tresch Griswold, Notary Public,
(here insert name and title of the officer)

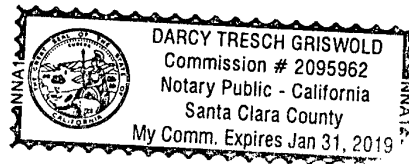
personally appeared Jill C. Houston,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Darcy Tresch Griswold
Signature

(Seal)



LEGAL DESCRIPTION

Real property in the City of Lemon Grove, County of San Diego, State of California, described as follows:

PARCEL 1:

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A, AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954 IN BOOK 5307, PAGE 84 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, NORTH 63°23'58" EAST 128.97 FEET (RECORD = NORTH 63°24'10" EAST 129.12 FEET) AND NORTH 53°32'34" EAST (RECORD = NORTH 53°32'38" EAST) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACTING SOUTH 53°32'34" WEST 260.00 FEET AND SOUTH 63°23'58" WEST 128.97 FEET; THENCE NORTH 89°04'00" EAST (RECORD = NORTH 89°04'37" EAST) ALONG THE SOUTHERLY LINE OF SAID NORTH 400.00 ACRES, 287.02 FEET TO THE MOST WESTERLY CORNER OF THAT PORTION OF BLOCK 25 IN SAID TRACT 2 OF ENCANTO HEIGHTS, AS SHOWN ON MAP NO. 2121 OF SAID JOFAINA VISTA, NOW ABANDONED, AS DESIGNATED THEREON AS LOT 25; THENCE NORTH 58°43'00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 25 OF JOFAINA VISTA, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 25, FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 26 OF SAID JOFAINA VISTA, SAID POINT BEING DISTANT THEREON SOUTH 58°43'00" WEST 50.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO SAID POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26; THENCE NORTH 58°43'00" EAST 50.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 26, BEING ALSO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89°04'00" WEST (RECORD = SOUTH 89°04'37" WEST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS SOUTH 31°16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31°16'09" WEST, ALONG SAID LINE, 239.76 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 400 ACRES OF SAID LOT 13 AS TO PARCEL 1.

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL 2:

ALL THAT PORTION OF BLOCK 25, IN TRACT NO. 2 OF ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF

NO. 1100, FILED DECEMBER 5, 1907 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, JULY 20, 1928, NOW ABANDONED, AND DESCRIBED THEREON AS LOT 26, LYING NORTHEASTERLY OF THAT FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26, DISTANT THEREON SOUTH 58°43' WEST 50.00 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 26 TO A POINT ON THE NORTHERLY LINE THEREOF AS TO PARCEL 2.

APN:

478-290-05-00 (Affects : Parcel 1)

543-020-06-00 (Affects : Parcel 2)

Recording Requested By:
FIRST AMERICAN TITLE
National Commercial Services

DOC# 2017-0015185



RECORDATION REQUESTED BY:

JPMorgan Chase Bank, NA
Bixby Knolls LPO
3901 Atlantic Avenue
Long Beach, CA 90807

Jan 11, 2017 09:10 AM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$102.00

PCOR: N/A

PAGES: 15

WHEN RECORDED MAIL TO:

JPMorgan Chase Bank, NA
Business Banking Loan Servicing IL1-0054
P.O. Box 6026
Chicago, IL 60680-6026

NCS-812500

FOR RECORDER'S USE ONLY

unrecorded lease

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

THIS DOCUMENT SERVES AS A FIXTURE FILING UNDER
SECTION 9502 OF THE CALIFORNIA COMMERCIAL CODE

THIS DEED OF TRUST is dated January 9, 2017, among 6302 Federal LLC, a California Limited Liability Company, whose address is 6302 Federal Blvd, Lemon Grove, CA 92114 ("Trustor"); JPMorgan Chase Bank, NA, with a loan production office at Bixby Knolls LPO, 3901 Atlantic Avenue, Long Beach, CA 90807 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and JPMorgan Chase Bank, N.A (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor irrevocably grants, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, streets, roads, alleys and public places, privileges and appurtenances, public or private, now or hereafter used in connection with the Property; all rights to make divisions of the land that are exempt from the platting requirements of all applicable land division and/or platting acts, as amended from time to time; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); all Personal Property; all licenses, contracts, permits and agreements required or used in connection with the ownership, operation or maintenance of the Property; all insurance proceeds; all awards, including interest, made to Grantor for any taking by eminent domain of the Property; all existing and future leases, subleases, licenses and other agreements for the use and/or occupancy of the Property, oral or written, including all extensions, renewals, replacements and holdovers (the "Leases"); all Rents from the Property; and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in San Diego County, State of California:

See Exhibit A, which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 6302 Federal Blvd, Lemon Grove, CA 92114.

CROSS-COLLATERALIZATION. In addition to the Note, this Deed of Trust secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Trustor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. This is an absolute assignment of Rents made in connection with an obligation secured by real property pursuant to California Civil Code Section 2938. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF THE TRUSTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Except as prohibited by applicable law, Trustor waives any right to require Lender to (a) make any presentment,

DEED OF TRUST (Continued)

Page 2

protest, demand, or notice of any kind, including notice of change of any terms of repayment of the Indebtedness, default by Borrower or any other guarantor or surety, any action or nonaction taken by Borrower, Lender, or any other guarantor or surety of Borrower, or the creation of new or additional Indebtedness; (b) proceed against any person, including Borrower, before proceeding against Trustor; (c) proceed against any collateral for the Indebtedness, including Borrower's collateral, before proceeding against Trustor; (d) apply any payments or proceeds received against the Indebtedness in any order; (e) give notice of the terms, time, and place of any sale of any collateral pursuant to the Uniform Commercial Code or any other law governing such sale; (f) disclose any information about the Indebtedness, Borrower, any collateral, or any other guarantor or surety, or about any action or nonaction of Lender; or (g) pursue any remedy or course of action in Lender's power whatsoever.

Trustor also waives any and all rights or defenses arising by reason of (h) any disability or other defense of Borrower, any other guarantor or surety or any other person; (i) the cessation from any cause whatsoever, other than payment in full, of the Indebtedness; (j) the application of proceeds of the Indebtedness by Borrower for purposes other than the purposes understood and intended by Trustor and Lender; (k) any act of omission or commission by Lender which directly or indirectly results in or contributes to the discharge of Borrower or any other guarantor or surety, or the Indebtedness, or the loss or release of any collateral by operation of law or otherwise; (l) any statute of limitations in any action under this Deed of Trust or on the Indebtedness; or (m) any modification or change in terms of the Indebtedness, whatsoever, including without limitation, the renewal, extension, acceleration, or other change in the time payment of the Indebtedness is due and any change in the interest rate.

Trustor waives all rights and defenses arising out of an election of remedies by Lender, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Trustor's rights of subrogation and reimbursement against Borrower by the operation of Section 580d of the California Code of Civil Procedure, or otherwise.

Trustor waives all rights and defenses that Trustor may have because Borrower's obligation is secured by real property. This means among other things: (1) Lender may collect from Trustor without first foreclosing on any real or personal property collateral pledged by Borrower. (2) If Lender forecloses on any real property collateral pledged by Borrower: (A) The amount of Borrower's obligation may be reduced only by the price for which the collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price. (B) Lender may collect from Trustor even if Lender, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from Borrower. This is an unconditional and irrevocable waiver of any rights and defenses Trustor may have because Borrower's obligation is secured by real property. These rights and defenses include, but are not limited to, any rights and defenses based upon Section 580a, 580b, 580d, or 726 of the Code of Civil Procedure.

Trustor understands and agrees that the foregoing waivers are unconditional and irrevocable waivers of substantive rights and defenses to which Trustor might otherwise be entitled under state and federal law. Trustor acknowledges that Trustor has provided these waivers of rights and defenses with the intention that they be fully relied upon by Lender. Trustor further understands and agrees that this Deed of Trust is a separate and independent contract between Trustor and Lender, given for full and ample consideration, and is enforceable on its own terms. Until all Indebtedness is paid in full, Trustor waives any right to enforce any remedy Trustor may have against Borrower's or any other guarantor, surety, or other person, and further, Trustor waives any right to participate in any collateral for the Indebtedness now or hereafter held by Lender.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall strictly perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Trustor agree that Borrower's and Trustor's possession and use of the Property shall be governed by the following provisions:

Duty to Maintain. Trustor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract

DEED OF TRUST (Continued)

Page 3

for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor. However, this option shall not be exercised by Lender if such exercise is prohibited by applicable law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Trustor shall pay when due (and in all events at least ten (10) days prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Notwithstanding the foregoing, in no event shall Trustor be required to provide hazard insurance in excess of the replacement value of the improvements on the Real Property. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. If in Lender's sole judgment Lender's security interest in the Property has been impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If the proceeds are to be applied to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and

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paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand, (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, (2) the remaining term of the Note, or (3) be treated as a balloon payment which will be due and payable at the Note's maturity. The Property also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

No Other Liens. Grantor will not, without the prior written consent of Lender, create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain, any deed of trust, voluntary or involuntary lien, whether statutory, constitutional or contractual (except for liens for ad valorem taxes on the Real Property which are not delinquent), security interest, encumbrance or charge, against or covering the Property, or any part thereof, other than as permitted in this Deed of Trust, regardless of whether the same are expressly or otherwise subordinate to the liens and security interests created by this Deed of Trust.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to eminent domain and inverse condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any eminent domain or inverse condemnation proceeding is commenced affecting the Property, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to pursue or defend the action and obtain the award. Trustor may be the nominal party in any such proceeding, but Lender shall be entitled, at its election, to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If any award is made or settlement entered into in any condemnation proceedings affecting all or any part of the Property or by any proceeding or purchase in lieu of condemnation, Lender may at its election, and to the extent permitted by law, require that all or any portion of the award or settlement be applied to the Indebtedness and to the repayment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation proceedings.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

ASSIGNMENT OF RENTS AND LEASES. The following provisions relating to this Deed of Trust as an assignment of Rents and Leases are a part of this Deed of Trust:

License to Grantor. Unless and until Lender exercises its right to collect the Rents as provided below, and so long as no Event of Default exists, Grantor shall have a license to (a) remain in possession and control of the Property, (b) operate and manage the Property and (c) collect the Rents; provided that the granting of such license shall not constitute Lender's consent to the use of cash collateral in any bankruptcy proceedings. The foregoing license shall automatically and immediately terminate, without notice to Grantor, upon the occurrence of any Event of Default. After the occurrence of any Event of Default, Lender may exercise any of the

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rights and remedies set forth below and/or elsewhere in this Deed of Trust. Any Rents that are collected by Grantor after the occurrence of any Event of Default shall be held in trust for the benefit of Lender.

Grantor's Representations, Warranties and Covenants. Grantor represents, warrants and covenants that: (a) Grantor has good title to the Leases and is entitled to receive the Rents, in each case, free and clear of all rights, loans, liens, encumbrances, and claims, except as disclosed to and accepted by Lender in writing; (b) Grantor has the full right, power and authority to assign and convey the Leases and Rents to Lender; (c) Grantor has not previously assigned or conveyed the Leases and/or the Rents to any other person or entity by any instrument now in force; (d) Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Leases and/or the Rents; (e) Grantor will fulfill and perform its obligations under all Leases and will give Lender prompt notice of any default in the performance of the terms of any of the Leases by either Grantor or any tenant, together with copies of all notices sent to or received by Grantor in connection with any Lease; (f) Grantor will enforce the tenants' obligations under the Leases; (g) Grantor will not, in any way, enter into any new Lease, amend, assign, cancel, or terminate any Lease, accept a surrender of any Lease or any leased premises, accept any payment of Rent more than one month in advance or waive, release, discharge or compromise any Rent or any of the obligations of the tenants under any of the Leases, in each case, without the prior written consent of Lender; (h) Grantor will appear in and defend or prosecute any action growing out of any Lease, at Grantor's cost and expense; (i) there is no present default by any tenant under any Lease; (j) all existing Leases are in full force and effect and unmodified; (k) to the best of Grantor's knowledge, no person or entity other than authorized tenants is in possession of all or any part of the Property; (l) Grantor will provide copies of any and all Leases and Lease amendments, and all records relating thereto, to Lender upon Lender's request.

Lender's Right To Receive and Collect Rents. Subject to the license granted to Grantor above, Lender shall have the right, at any time from and after the occurrence of any Event of Default, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority: (a) Lender may send notices to any and all tenants of the Property advising them of this assignment and directing all Rents to be paid directly to Lender or Lender's agent; (b) Lender may (i) enter upon and take possession of the Property, (ii) demand, collect and receive from the tenants (or from any other persons liable therefor) all of the Rents of the Property, (iii) institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property and collect the Rents, (iv) remove any tenant or other persons from the Property, (v) enter upon the Property to maintain the Property and keep the same in repair, and pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition and (vi) pay all taxes, assessments and water utilities and the premiums on fire and other insurance effected by Lender on the Property; (c) Lender may do any and all things necessary or advisable to execute and comply with all applicable laws, rules, orders, ordinances and requirements of all governmental agencies; (d) Lender may (i) rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate and (ii) modify, terminate or accept the surrender of any Leases and/or waive, release, discharge or compromise any Rent or any obligations of any of the tenants under the Leases; (e) Lender may make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of Grantor under any Lease, without releasing Grantor from the obligation to do so and without notice to or demand on Grantor; (f) Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents; and (g) Lender may do all such other things and acts with respect to the Property, the Leases and the Rents as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor. Lender has all of the powers of Grantor for the purposes stated above. Lender shall not be required to do any of the foregoing acts or things and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing. The foregoing rights and remedies of Lender are in addition to and not in limitation of the rights and remedies of Lender under the RIGHTS AND REMEDIES UPON DEFAULT section of this Deed of Trust, including the rights and remedies set forth in the "Collect Rents" provision, all of which rights and remedies are incorporated into this ASSIGNMENT OF RENTS section.

Application of Rents. Any Rents received by Lender shall be applied against the Indebtedness (including Lender's costs and expenses) in such order or manner as Lender shall elect in its sole discretion.

Right to Rely. Grantor hereby irrevocably authorizes and directs the tenants under the Leases to pay Rents to Lender upon written demand by Lender, without further consent of Grantor. The tenants may rely upon any written statement delivered by Lender to the tenants. Any such payment to Lender shall constitute payment to Grantor under the Leases. The provisions of this paragraph are intended solely for the benefit of the tenants and shall never inure to the benefit of Grantor or any person claiming through or under Grantor, other than a tenant who has not received such notice. The assignment of Rents and Leases set forth herein is not contingent upon any notice or demand by Lender to the tenants.

Lender in Possession. Lender's acceptance of this Deed of Trust shall not, prior to entry upon and taking possession of the Property by Lender, be deemed to constitute Lender a "lender in possession," nor obligate Lender to: (a) appear in or defend any proceedings relating to any of the Leases, the Rents or to the Property; (b) take any action hereunder; (c) expend any money, incur any expenses or perform any obligations or liability under the Leases; or (d) assume any obligation for any deposits delivered to Grantor by any tenant and not delivered to Lender. Lender shall not be liable for any injury or damage to any person or property in or about the Property. Grantor indemnifies Lender and holds it harmless from all liability or damages which Lender may incur under any Lease and from all claims and demands which may be asserted against Lender by reason of any alleged obligation on its part to perform any term of any Lease.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes Personal Property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Trustor hereby authorizes Lender to file such financing statements with respect to the Property as Lender shall deem appropriate and Trustor shall take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall assemble the Personal Property in a manner and at a place reasonably convenient to

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Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Lender may charge Trustor a reasonable reconveyance fee at the time of reconveyance.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

Default on Other Payments. Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Trustor's existence as a going business, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure, replevin, repossession, attachment, levy, execution, or forfeiture proceedings, whether by judicial proceeding, self-help, or any other method, by any creditor of Borrower or Trustor, or by any governmental agency against the Collateral or any other assets of Borrower or Trustor. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Adverse Change. A material adverse change occurs in Borrower's or Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Events Affecting Guarantor. Any of the preceding Events of Default occurs with respect to any guarantor of the Indebtedness as if the word "guarantor" were substituted for the word "Borrower or Trustor" in such Event of Default, or any guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

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Election of Remedies. Election by Lender to pursue any remedy will not bar any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Foreclosure by Sale. Upon an Event of Default under this Deed of Trust, Beneficiary may declare the entire Indebtedness secured by this Deed of Trust immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold the Property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, the Note, other documents requested by Trustee, and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property at the time and place fixed by it in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Subject to California Civil Code Section 2924g, Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement in accordance with applicable law. Trustee shall deliver to such purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee or Beneficiary may purchase at such sale. After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto or as provided in California Civil Code Section 2924k or any similar or successor statute.

Judicial Foreclosure. With respect to all or any part of the Real Property, Lender shall have the right in lieu of foreclosure by power of sale to foreclose by judicial foreclosure in accordance with and to the full extent provided by California law.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code, including without limitation the right to recover any deficiency in the manner and to the full extent provided by California law.

Collect Rents. Lender shall have the right, without notice to Borrower or Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least five (5) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

DEED OF TRUST (Continued)

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POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of San Diego County, State of California. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

Acceptance by Trustee. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Reconveyance. Upon Trustor's request and payment of all sums secured by this Deed of Trust, Lender 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 and may charge a \$45.00 fee as permitted by law to the person or persons legally entitled to the reconveyance. Such person or persons shall pay any recordation costs.

NOTICES. Any notice required to be given under this Deed of Trust shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Trustor requests that copies of any notices of default and sale be directed to Trustor's address shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided or required by law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

STATEMENT OF OBLIGATION FEE. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligation as provided by Section 2943 of the Civil Code of California.

JURY WAIVER. THE UNDERSIGNED AND LENDER (BY ITS ACCEPTANCE HEREOF) HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE UNDERSIGNED AND LENDER ARISING OUT OF OR IN ANY WAY RELATED TO THIS DOCUMENT, THE RELATED DOCUMENTS, OR ANY RELATIONSHIP BETWEEN OR AMONG THE UNDERSIGNED AND LENDER WHETHER ANY SUCH RIGHT NOW OR HEREAFTER EXISTS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO PROVIDE THE FINANCING EVIDENCED BY THIS DOCUMENT AND THE RELATED DOCUMENTS.

GOVERNING LAW. The Lender's loan production office for this transaction is located at the address and in the State (the "LPO State") indicated in the LPO address or the loan production office address on the first page of this document. This document will be governed by and interpreted in accordance with federal law and the laws of the LPO State, except for matters related to interest and the exportation of interest, which matters shall be governed by and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations and opinions) and the laws of the State of Ohio. However, if there is ever a question about whether any provision of this document is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this document has been made in the State of Ohio.

VENUE. If there is a lawsuit, the undersigned agrees to submit to the jurisdiction of the courts of the county in the LPO State in which the Lender's loan production office is located.

INFORMATION WAIVER. Lender may provide, without any limitation whatsoever, to any one or more purchasers, potential purchasers, or affiliates of JPMorgan Chase & Co., any information or knowledge Lender may have about Grantor or about any matter relating to this Deed of Trust, and Grantor hereby waives any right to privacy Grantor may have with respect to such matters.

EXCLUSION FOR ENVIRONMENTAL LIABILITY. Notwithstanding any provision to the contrary contained in this Deed of Trust, any Related Documents or any other agreement, this Deed of Trust does not secure any liability, obligation or indemnification by or of Borrower or Grantor to Lender arising out of any non-compliance with any environmental laws or the presence of any hazardous substances with respect to, affecting, or at the Property, under any agreement, including, but not limited to, any environmental or any hazardous

DEED OF TRUST (Continued)

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substances certificate, agreement or indemnity, this Deed of Trust or any Related Documents.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Environmental Provisions. Without limiting any of the remedies provided in the Note or the Related Documents, Trustor acknowledges and agrees that certain Hazardous Substances Certificate and Indemnity Agreement of even date herewith between Trustor and Beneficiary is an environmental provision (as defined in Section 736(f)(2) of the California Code of Civil Procedure ("CCP")) made by the Trustor relating to the real property security (the "Environmental Provisions"), and that Trustor's failure to comply with the Environmental Provisions is a breach of contract such that Beneficiary shall have the remedies provided under CCP Section 736 ("Section 736") for the recovery of damages and for the enforcement of the Environmental Provisions. Pursuant to Section 736, Beneficiary's action for recovery of damages or enforcement of the Environmental Provisions shall not constitute an action within the meaning of CCP Section 726(a) or constitute a money judgment for a deficiency or a deficiency judgment within the meaning of CCP Sections 580a, 580b, 580d, or 726(b). Other than the remedy provided under Section 736, all remedies provided for by the Note and the Related Documents are separate and distinct causes of action that are not abrogated, modified, limited or otherwise affected by the remedies provided under CCP Section 736(a).

Waiver of Lien. In accordance with CCP Section 726.5, Beneficiary may waive its lien against the Property or any portion thereof, together with fixtures or personal property thereon, to the extent such property is found to be environmentally impaired within the meaning of CCP Section 726.5, and may exercise any and all rights and remedies of an unsecured loan or against Trustor and all of Trustor's assets and property for the recovery of any deficiency, including, without limitation, seeking an attachment order under CCP Section 483.010. No such waiver shall be final or binding on Beneficiary unless and until a final money judgment is obtained against Trustor. As between Beneficiary and Trustor, for purposes of CCP Section 726.5, Trustor shall have the burden of proving that the release or threatened release was not knowingly or negligently caused or contributed to, or knowingly or willfully permitted or acquiesced to by Trustor or any related party (or any affiliate or agent of Trustor or any related party) and that Trustor made written disclosure thereof to Beneficiary or that Beneficiary otherwise obtained actual knowledge thereof prior to the making of the loan evidenced by the Note. For purposes of CCP Section 726.5, the acts, knowledge and notice of each "726.5 Party" shall be attributed to and be deemed to have been performed by the party or parties then obligated on and liable for payment of the Note. As used herein, "726.5 Party" shall mean Trustor, any successor owner to Trustor of all or any portion of the Property, any related party of Trustor or any such successor and any affiliate or agent of Trustor, any such successor or any such related party. Without limiting the foregoing provisions, Trustor acknowledges that the Property is included in the property covered by the Environmental Indemnity referred to in the paragraph entitled "Environmental Provisions" above and is subject to all of the terms, conditions, and representations therein.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

DEED OF TRUST (Continued)

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representatives (each an "Indemnified Person"), from and against any and all liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature (collectively, the "Claims") which may be imposed on, incurred by or asserted against any Indemnified Person (whether or not caused by an Indemnified Person's sole, concurrent or contributory negligence) arising in connection with the Related Documents, the Indebtedness or the Property (including, without limitation, the enforcement of the Related Documents and the defense of any Indemnified Person's action and/or inaction in connection with the Related Documents), except to the limited extent that the Claims against the Indemnified Person are proximately caused by such Indemnified Person's gross negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this Deed of Trust and shall extend and continue to benefit each individual or entity who is, becomes or has any time been an Indemnified Person hereunder.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code to the extent that this Deed of Trust encumbers Personal Property that is governed by the California Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means JPMorgan Chase Bank, NA, and its successors and assigns.

Borrower. The word "Borrower" means 6302 Federal LLC; and Micronesia Exports, Inc., and all other persons and entities signing the Note in whatever capacity.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events set forth in the section of this Deed of Trust entitled Events of Default.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means the Trustor as identified in this Deed of Trust.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition, and without limitation, the term "Indebtedness" includes all amounts identified in the Cross-Collateralization paragraph of this Deed of Trust.

Lender. The word "Lender" means JPMorgan Chase Bank, NA, its successors and assigns.

Note. The word "Note" means the promissory note dated January 9, 2017, in the original principal amount of **\$642,500.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now existing or hereafter arising, executed in connection with the Indebtedness; provided however, that environmental or hazardous substances certificates, indemnities and agreements are not "Related Documents" and are not secured by this Deed of Trust.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, bonuses, accounts receivable, cash, security deposits, advance rentals and other payments and/or benefits, of every kind and nature, derived from the Property, including Grantor's right to enforce the Leases and to receive and collect payments and proceeds under the Leases.

Trustee. The word "Trustee" means JPMorgan Chase Bank, N.A, whose address is 17875 Von Karman Ave, Floor 2B, Irvine, CA 92614 and any substitute or successor trustees.

Trustor. The word "Trustor" means 6302 Federal LLC.

DEED OF TRUST
(Continued)

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

6302 FEDERAL LLC

By: Edward Starr Skinner
Edward Starr Skinner, Member of 6302 Federal LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

On _____, 20____ before me, _____
(here insert name and title of the officer)

personally appeared Edward Starr Skinner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

See Attached

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

**DEED OF TRUST
(Continued)**

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TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS, INCLUDING THE VARIABLE RATE PROVISIONS OF THE NOTE SECURED BY THIS DEED OF TRUST.

TRUSTOR:

6302 FEDERAL LLC

By: Edward Starr Skinner, Member of 6302 Federal LLC

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

On _____, 20____ before me, _____,
(here insert name and title of the officer)

personally appeared **Edward Starr Skinner**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

(DO NOT RECORD)
REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA }
COUNTY OF San Diego } S.S.

On Jan. 9, 2017 before me, Anna Galvez,
Notary Public
Skinner, personally appeared Edward Starr

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature 

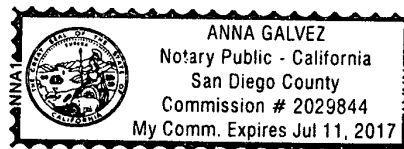


Exhibit "A"

Legal Description

Real property in the City of Lemon Grove, County of San Diego, State of California, described as follows:

PARCEL 1:

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A, AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954 IN BOOK 5307, PAGE 84 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, NORTH 63°23'58" EAST 128.97 FEET (RECORD = NORTH 63°24'10" EAST 129.12 FEET) AND NORTH 53°32'34" EAST (RECORD = NORTH 53°32'38" EAST) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACTING SOUTH 53°32'34" WEST 260.00 FEET AND SOUTH 63°23'58" WEST 128.97 FEET; THENCE NORTH 89°04'00" EAST (RECORD = NORTH 89°04'37" EAST) ALONG THE SOUTHERLY LINE OF SAID NORTH 400.00 ACRES, 287.02 FEET TO THE MOST WESTERLY CORNER OF THAT PORTION OF BLOCK 25 IN SAID TRACT 2 OF ENCANTO HEIGHTS, AS SHOWN ON MAP NO. 2121 OF SAID JOFAINA VISTA, NOW ABANDONED, AS DESIGNATED THEREON AS LOT 25; THENCE NORTH 58°43'00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 25 OF JOFAINA VISTA, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 25, FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 26 OF SAID JOFAINA VISTA, SAID POINT BEING DISTANT THEREON SOUTH 58°43'00" WEST 50.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO SAID POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26; THENCE NORTH 58°43'00" EAST 50.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 26, BEING ALSO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89°04'00" WEST (RECORD = SOUTH 89°04'37" WEST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS SOUTH 31°16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31°16'09" WEST, ALONG SAID LINE, 239.76 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 400 ACRES OF SAID LOT 13 AS TO PARCEL 1.

Real property in the City of San Diego, County of San Diego, State of California, described as follows:

PARCEL 2:

ALL THAT PORTION OF BLOCK 25, IN TRACT NO. 2 OF ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1100, FILED DECEMBER 5, 1907 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, JULY 20, 1928, NOW ABANDONED, AND DESCRIBED THEREON AS LOT 26, LYING NORTHEASTERLY OF THAT FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26, DISTANT THEREON SOUTH 58°43' WEST 50.00 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE

NORTHWESTERLY ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 26
TO A POINT ON THE NORTHERLY LINE THEREOF AS TO PARCEL 2.

APN: 478-290-05-00 and 543-020-06-00

DOC# 2017-0051297



Jan 31, 2017 03:48 PM

OFFICIAL RECORDS

Ernest J. Dronenburg, Jr.,

SAN DIEGO COUNTY RECORDER

FEES: \$63.00

PCOR: N/A

PAGES: 6

Recording Requested by:

Ticor Title National Commercial Services

453213

AND WHEN RECORDED MAIL TO

NAME CDC Small Business Finance
ADDRESS 2448 Historic Decatur Road, Suite 200
CITY & San Diego, CA 92106
STATE Attn: Closing Department

San Diego Drums & Totes
8368535002

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

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"),
MADE THIS 9th DAY OF January, 2017 BY AND BETWEEN:

TRUSTOR: 6302 Federal LLC, a California limited liability company

TRUSTOR'S MAILING ADDRESS: 6302 Federal Blvd., Lemon Grove, CA 92114

BENEFICIARY: CDC Small Business Finance

TRUSTEE: Ticor Title Company of California

PROPERTY in the City of Lemon Grove in San Diego County, in the State of CA, described as:

6302 Federal Blvd., Lemon Grove, CA 92114, more formally described in Exhibit "A" attached hereto.

This Deed of Trust, made on the above date between the Trustor, Trustee, and Beneficiary above named, WITNESSETH:
That Trustor irrevocably grants and conveys to Trustee in Trust, with Power of Sale, the above described real property,
together with the leases, rents, issues, profits, fixtures, water rights, or income thereof, (all of which are hereinafter called
"property income"); SUBJECT, HOWEVER, to the right, power, and authority hereinafter given to and conferred upon
beneficiary to collect and apply such property income.

FOR THE PURPOSE OF SECURING:

A. Payment of the indebtedness in the principal sum of \$325,000.00, evidenced by that certain promissory note of even
date herewith made by Trustor, or any one of them, payable to Beneficiary or order, and any extension or renewal thereof;
and

B. Performance of each agreement of Trustor contained or incorporated herein by reference;

C. Payment of such sums as may be advanced by Beneficiary or Trustee to protect the security in accordance with the
terms of this Deed of Trust, plus interest thereon at the rate set forth in said promissory note; and

D. Payment of such further sums as may be advanced by Beneficiary when evidenced by another promissory note(s)
reciting it is secured by this Deed of Trust.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or
restore promptly and in good and workmanlike manner any building which may be constructed, damaged, or destroyed
thereon, and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws
affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste
thereof; not to commit, suffer, or permit any act upon said property in violation of law; and do all other acts which from the
character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2) To provide, maintain, and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary.
The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness
secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or
any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of
Trustee's sale hereunder to invalidate any act done pursuant to such notice.

3) To appear in and defend any action or proceeding purporting to affect the security hereof, or the rights or powers
of Beneficiary or Trustee; and to pay all costs and expenses of Beneficiary and Trustee, including cost of evidence of title
and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be
named, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

4) To pay: before delinquent, all taxes and assessments affecting said property; when due, all encumbrances, charges, and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees, and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of Trustee for issuance of any Deed of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, costs, and expenses in the event of reinstatement of, following default in, this Deed of Trust or the obligations secured, hereby.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may; make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel, and pay his reasonable fees.

5) To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from the date of expenditure at the same rate as is provided for in the note secured by this Deed of Trust or at the high legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at option of Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6) That any award of damages in connection with any condemnation or any such taking, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefore and the ownership thereof subject to the Deed of Trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

7) That time is of the essence of this Deed of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8) That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note(s) for endorsement, and without liability therefore, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: a) release and reconvey all or any part of said property; b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; c) join in granting any easement thereon; d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

10) Trustor irrevocably assigns to Beneficiary:

a) all of Trustor's right, title, and interest in all leases; licenses; agreements relating to the management, leasing, or operation of the Property; and other agreements of any kind relating to the use or occupancy of the Property, whether now existing or entered into after the date of this Deed of Trust ("Leases"), and

b) the rents, issues, and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to Trustor under the Leases ("Payments"), for the purposes and on the terms and conditions below.

The term Leases will also include all guarantees of and security for the lessees' performance, and all amendments, extensions, renewals, or modifications that are permitted. This is a present and absolute assignment, not an assignment for security purposes only, and Beneficiary's right to the Leases and Payments is not contingent on, and may be exercised without, possession of the Property.

11) **Fixture Filing.** The Personal Property in which Beneficiary has a security interest includes goods which are or may become fixtures on the Property. This Deed of Trust is intended to serve as a fixture filing pursuant to the terms of sections 9313 and 9402 of the California Commercial Code and all other relevant sections. This filing is to be recorded in the real estate records of the county in which the Property is located. Trustor warrants and agrees that there is no financing statement covering the Trust Estate or any part thereof on file in any public office.

12) That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of election to cause to be sold said property under this Deed of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said note(s), and all documents evidencing expenditures secured hereby. Trustee shall record and give notice of Trustee's sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said notice of Trustee's sale to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuance by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold, but without any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust to the extent permitted by law, including the cost of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: all sums

expended under the terms hereof, not then repaid, with accrued interest at the rate set forth in the aforesaid promissory note; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

Immediately after such sale, Trustor shall surrender possession of the property to the purchaser, in the event possession has not previously been surrendered by Trustor, and upon failure to vacate the property. Trustor shall pay to the purchaser the reasonable rental value of the property, and/or at purchaser's option, may be dispossessed in accordance with the law applicable to tenant's holding over.

13) That Beneficiary may appoint a successor Trustee in the manner prescribed by law. A successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all the predecessor's title, estate, rights, powers, and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

14) That this Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the note(s) secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

15) That Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

16) Without affecting the liability of Trustee or any other party now or hereafter bound by the terms hereof for any obligation secured hereby, Beneficiary may, from time to time and with or without notice as he shall determine, release any person now or hereafter liable for the performance of such obligation, extend the time for payment or performance, accept additional security, and alter, substitute or release any security.

17) Trustee or Beneficiary may enter upon and inspect the premises at any reasonable time.

18) No remedy hereby given to Beneficiary or Trustee is exclusive of any other remedy hereunder or under any present or future law. No delay on the part of Trustee or Beneficiary in enforcing their respective rights or remedies hereunder shall constitute a waiver thereof.

19) Trustor waives the right to assert at any time any statute of limitations as a bar to any action brought to enforce any obligation hereby secured.

20) This Deed of Trust is subject to a Promissory Note. All amounts owing under this Deed of Trust and/or the Promissory Note shall become immediately due and payable upon the sale, encumbrance or other transfer of any interest in the Real Property, whether voluntary or involuntary.

21) The invalidity or unenforceability of any provision herein shall not affect the validity and enforceability of any other provision.

22) The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) CDC or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

23) Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

The undersigned Trustor(s) request that a copy of any notice of Trustee's sale hereunder be mailed to him at his address hereinbefore set forth.

6302 Federal LLC

By:

Edward Starr Skinner
Edward Starr Skinner, Member

Title of Document: Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing

Number of Pages: 4

Date: 01/09/2017

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

STATE OF California)
) ss.
COUNTY OF San Diego)

On Jan. 9, 2017, before me, Anna Galvez, a Notary Public, personally appeared Edward Starr Skinner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)

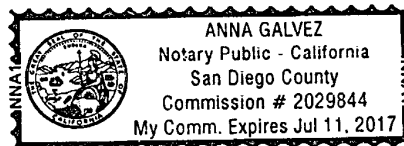


EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A, AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954 IN BOOK 5307, PAGE 84 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, NORTH 63°23'58" EAST 128.97 FEET (RECORD = NORTH 63°24'10" EAST 129.12 FEET) AND NORTH 53°32'34" EAST (RECORD = NORTH 53°32'38" EAST) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACTING SOUTH 53°32'34" WEST 260.00 FEET AND SOUTH 63°23'58" WEST 128.97 FEET; THENCE NORTH 89°04'00" EAST (RECORD = NORTH 89°04'37" EAST) ALONG THE SOUTHERLY LINE OF SAID NORTH 400.00 ACRES, 287.02 FEET TO THE MOST WESTERLY CORNER OF THAT PORTION OF BLOCK 25 IN SAID TRACT 2 OF ENCANTO HEIGHTS, AS SHOWN ON MAP NO. 2121 OF SAID JOFAINA VISTA, NOW ABANDONED, AS DESIGNATED THEREON AS LOT 25; THENCE NORTH 58°43'00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 25 OF JOFAINA VISTA, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 25, FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 26 OF SAID JOFAINA VISTA, SAID POINT BEING DISTANT THEREON SOUTH 58°43'00" WEST 50.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO SAID POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26; THENCE NORTH 58°43'00" EAST 50.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 26, BEING ALSO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89°04'00" WEST (RECORD = SOUTH 89°04'37" WEST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS SOUTH 31°16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31°16'09" WEST, ALONG SAID LINE, 239.76 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 400 ACRES OF SAID LOT 13 AS TO PARCEL 1.

PARCEL 2:

ALL THAT PORTION OF BLOCK 25, IN TRACT NO. 2 OF ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1100, FILED DECEMBER 5, 1907 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, JULY 20, 1928, NOW ABANDONED, AND DESCRIBED THEREON AS LOT 26, LYING NORTHEASTERLY OF THAT FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26, DISTANT THEREON SOUTH 58°43' WEST 50.00 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY

EXHIBIT A
(Continued)

ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 26 TO A POINT ON THE NORTHERLY LINE THEREOF AS TO PARCEL 2.

APN: 478-290-05-00 (AFFECTS: PARCEL 1) AND 543-020-06-00 (AFFECTS: PARCEL 2)

Recording Requested by:
Ticor Title National Commercial Services

453213
AND WHEN RECORDED MAIL TO

NAME CDC Small Business Finance
ADDRESS 2448 Historic Decatur Road, Suite 200
CITY & San Diego, CA 92106
STATE Attn: Closing Department

8368535002

San Diego Drums & Totes

DOC# 2017-0051298



Jan 31, 2017 03:48 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$57.00
PCOR: N/A
PAGES: 4

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to United States Small Business Administration all beneficial interest under that certain Deed of Trust dated January 09, 2017 executed by 6302 Federal LLC, a California limited liability company Trustor, to Ticor Title Company of California, Trustee, and recorded on even date herewith of Official Records in the County Recorder's office of San Diego County, CA, describing land therein as:

6302 Federal Blvd., Lemon Grove, CA 92114, more formally described in Exhibit "A" attached hereto.

*
Recorded concurrently herewith

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Date: January 30, 2017

CDC Small Business Finance

Erin Hebert, Senior Vice President

Title of Document: Corporation Assignment of Deed of Trust

Number of Pages: 1

Date: January 30, 2017

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

STATE OF California)

) ss.

COUNTY OF San Diego)

On January 30, 2017, before me, Micheal P. Anderson, a Notary Public, personally appeared Erin Hebert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

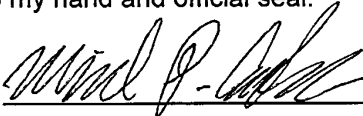
Signature  (Seal)



EXHIBIT "A"

LEGAL DESCRIPTION

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EXHIBIT A
(Continued)

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APN: 478-290-05-00 (AFFECTS: PARCEL 1) AND 543-020-06-00 (AFFECTS: PARCEL 2)

DOC# 2017-0051299



Recording Requested by:
Ticor Title National Commercial Services

453213

AND WHEN RECORDED MAIL TO

Jan 31, 2017 03:48 PM
OFFICIAL RECORDS
Ernest J. Dronenburg, Jr.,
SAN DIEGO COUNTY RECORDER
FEES: \$27.00

PAGES: 4

NAME CDC Small Business Finance
ADDRESS 2448 Historic Decatur Road, Suite 200
CITY & STATE San Diego, CA 92106

8368535002

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

San Diego Drums & Totes

Request For Notice

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded January 11, 2017 as Instrument No. 2017-0015185 of Official Records of San Diego County, California Executed by 6302 Federal LLC, a California limited liability company as Trustor in which JPMorgan Chase Bank, N.A. is named as Beneficiary, and JPMorgan Chase Bank, N.A. as Trustee, affecting the property known as and described more particularly as follows:

6302 Federal Blvd., Lemon Grove, CA 92114, more formally described in Exhibit "A" attached hereto.

To be mailed to the following addresses:

CDC Small Business Finance
2448 Historic Decatur Road, Suite 200
San Diego, CA 92106; and

U.S. Small Business Administration
Fresno Commercial Loan Service Center
801 R. Street, Suite 101
Fresno, CA 93721-2365

Loan No. 8368535002

NOTICE: A copy of any notice of default and of any notice of sale will be sent only to the addresses contained in this recorded request. If your address changes, a new request must be recorded.

CDC Small Business Finance

Dated: January 30, 2017


Erin Hebert, Senior Vice President

Title of Document: Request for Notice

Number of Pages: 1

Date: January 30, 2017

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

STATE OF CA)
) ss.
COUNTY OF San Diego)

On January 30, 2017, before me, Micheal P. Anderson, a Notary Public, personally appeared Erin Hebert, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

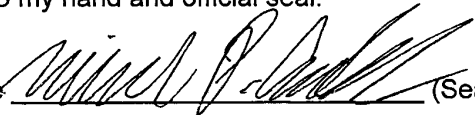
Signature  (Seal)



EXHIBIT "A"

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PARCEL 1:

ALL THAT PORTION OF LOT 13 OF THE RANCHO MISSION OF SAN DIEGO, ACCORDING TO PARTITION MAP OF SAID RANCHO ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAN DIEGO COUNTY, IN THE ACTION ENTITLED "JUAN M. LUCO, ET AL VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL" IN SUPERIOR COURT CASE NO. 348, IN THE COUNTY OF SAN DIEGO, AND THAT PORTION OF BLOCK 25 IN TRACT 2 OF ENCANTO HEIGHTS, ACCORDING TO MAP THEREOF NO. 1100, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, DECEMBER 5, 1907, AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SAN DIEGO COUNTY, NOW ABANDONED, AND DESIGNATED THEREON AS LOT 26, BEING IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE CALIFORNIA STATE HIGHWAY ROAD XI-SD-200-A, AS SAID SOUTHEASTERLY LINE IS DESCRIBED IN DEED TO THE STATE OF CALIFORNIA, RECORDED JULY 21, 1954 IN BOOK 5307, PAGE 84 OF OFFICIAL RECORDS, WITH THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID STATE HIGHWAY, NORTH 63°23'58" EAST 128.97 FEET (RECORD = NORTH 63°24'10" EAST 129.12 FEET) AND NORTH 53°32'34" EAST (RECORD = NORTH 53°32'38" EAST) 260.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE RETRACTING SOUTH 53°32'34" WEST 260.00 FEET AND SOUTH 63°23'58" WEST 128.97 FEET; THENCE NORTH 89°04'00" EAST (RECORD = NORTH 89°04'37" EAST) ALONG THE SOUTHERLY LINE OF SAID NORTH 400.00 ACRES, 287.02 FEET TO THE MOST WESTERLY CORNER OF THAT PORTION OF BLOCK 25 IN SAID TRACT 2 OF ENCANTO HEIGHTS, AS SHOWN ON MAP NO. 2121 OF SAID JOFAINA VISTA, NOW ABANDONED, AS DESIGNATED THEREON AS LOT 25; THENCE NORTH 58°43'00" EAST, PARALLEL WITH THE SOUTHEASTERLY LINE OF SAID LOT 25 OF JOFAINA VISTA, TO A LINE DRAWN PARALLEL WITH THE NORTHEASTERLY LINE OF SAID LOT 25, FROM A POINT ON THE SOUTHEASTERLY LINE OF LOT 26 OF SAID JOFAINA VISTA, SAID POINT BEING DISTANT THEREON SOUTH 58°43'00" WEST 50.00 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 26; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE TO SAID POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26; THENCE NORTH 58°43'00" EAST 50.00 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 26, BEING ALSO THE SOUTH LINE OF THE NORTH 400.00 ACRES OF SAID LOT 13; THENCE SOUTH 89°04'00" WEST (RECORD = SOUTH 89°04'37" WEST) ALONG SAID SOUTH LINE 25.48 FEET TO A LINE WHICH BEARS SOUTH 31°16'09" EAST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 31°16'09" WEST, ALONG SAID LINE, 239.76 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING SOUTHERLY OF THE SOUTHERLY LINE OF THE NORTH 400 ACRES OF SAID LOT 13 AS TO PARCEL 1.

PARCEL 2:

ALL THAT PORTION OF BLOCK 25, IN TRACT NO. 2 OF ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO MAP THEREOF NO. 1100, FILED DECEMBER 5, 1907 AS SHOWN ON MAP NO. 2121 OF JOFAINA VISTA, FILED IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF SAN DIEGO, JULY 20, 1928, NOW ABANDONED, AND DESCRIBED THEREON AS LOT 26, LYING NORTHEASTERLY OF THAT FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 26, DISTANT THEREON SOUTH 58°43' WEST 50.00 FEET FROM THE MOST EASTERLY CORNER THEREOF; THENCE NORTHWESTERLY

EXHIBIT A
(Continued)

ALONG A LINE DRAWN PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID LOT 26 TO A POINT ON THE NORTHERLY LINE THEREOF AS TO PARCEL 2.

APN: 478-290-05-00 (AFFECTS: PARCEL 1) AND 543-020-06-00 (AFFECTS: PARCEL 2)

Tax Search



San Diego, California
Searched: 478-290-05-00
 Non-Order Search

Tax Year: 2019-2020
 Tax Cover: 09/11/2020
 Searched By: CATHERINE MERCADO
 Searched On: 9/18/2020 6:31 PM

Company: LAWYERS TITLE INSURANCE COMPANY | 6303-SAN DIEGO OPS | 01 | CRN: 00063-00003

APN:	478-290-05-00
Described As:	RANCHO MISSION RE-PARTITION OF POR CC012524 0.94 AC M/L IN LOT 13
Address:	6302 FEDERAL BL
City:	LEMON GROVE
Billing Address:	6302 FEDERAL BL LEMON GROVE CA 91945
Assessed Owner(s):	6302 FEDERAL LLC
Search As:	Tax ID 478-290 Parcel 5

Tax Rate Area:	15045	Value		Conveyance Date:	01/11/2017
Use Code:	743	Land:	1,045,602.00	Conveying Instrument:	015184
WAREHOUSE --		Improvements:	286,110.00	Date Transfer Acquired:	
PROCESSING/STORAGE		Personal Property:		Vesting:	
Region Code:		Fixtures:		Year Built:	
Flood Zone:		Inventory:		Year Last Modified:	
Zoning Code:	INDUSTRIAL (M ZONE)	Exemptions		Square Footage	
Taxability Code:		Homeowner:		Land:	
Tax Rate:	1.218210 %	Inventory:		Improvements:	
Bill #:		Personal Property:		Tax Defaulted:	
Issue Date:		Religious:		Total Tax:	18,744.14
		All Other:			
		Net Taxable Value:	1,331,712.00		

Installment	Amount	Penalty	Due Date	Status	Payment Date	Balance
1st	9,372.07	937.20	12/10/2019	PAID	12/03/2019	0.00
2nd	9,372.07	947.20	04/10/2020	PAID	12/03/2019	0.00
Total Balance:						0.00

Parcel Status:	Exempt: NO	Common Area:
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Account	Special Lien Description	Amount
511912	CO MOSQUITO/RAT CTRL	2.28
511914	MOSQUITO VECTOR CONT	20.92
672704	WATER STANDBY CHARGE	11.50
675404	CWA HELIX WTR AVAIL	10.00
697701	SWR SERV CHRG	2,476.40

Open Orders				
Company	Department	Title Unit	Order No.	Date Created
Fidelity National Title	San Diego	04	00135448	12/02/2019

THE INFORMATION PROVIDED IS A SUMMARIZED SEARCH OF OUR RECORDS. BLACK KNIGHT DOES NOT WARRANT NOR GUARANTEE THE ACCURACY NOR COMPLETENESS OF THE INFORMATION SHOWN. A FULL/EXTENDED TAX SEARCH IS RECOMMENDED.

***** END OF REPORT *****