

BARUK PETROLEUM INC.
(Grantor)

to

THOMAS M. LESLIE
(Trustee)

and

ENTERPRISE MORTGAGE ACCEPTANCE COMPANY, LLC
(Beneficiary)

DEED OF TRUST AND
ASSIGNMENT OF RENTS AND FIXTURE FILING

Dated: February 12, 2001

Location(s): The parcel(s) described on the annexed
Schedule of Properties

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Enterprise Mortgage Acceptance Company, LLC
One Glendinning Place
Westport, CT 06880

Attention: Ms. Charan J. Chanana

Enterprise Identification Number(s): See attached
Schedule of Properties

SCHEDULE OF PROPERTIES

Enterprise I.D. No.	Address	County	Tax or Parcel I.D.
053702233	2249 West Williams Avenue Fallon, NV 89406	Churchill	
053702234	1766 US Highway 395 North Minden, NV 89423	Douglas	

COPY

THIS DEED OF TRUST AND ASSIGNMENT OF RENTS AND FIXTURE FILING ("Deed of Trust") is made as of February 12, 2001 by BARUK PETROLEUM INC., a California corporation having an address at 8581 Santa Monica Boulevard, Los Angeles, CA 90069 (with its successors and assigns, "Grantor"), in favor of THOMAS M. LESLIE, an individual, having an address c/o Thacher Proffitt & Wood, 50 Main Street, White Plains, New York 10606 ("Trustee") for the benefit of ENTERPRISE MORTGAGE ACCEPTANCE COMPANY, LLC, a Delaware limited liability company having an address at One Glendinning Place, Westport, CT 06880 (with its successors and assigns, "Beneficiary").

GRANTOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS:

To Trustee, its successors and assigns, in trust, with power of sale and right of entry and possession, all of its present and future estate, right, title and interest in and to that certain real property more particularly described in Exhibit A attached hereto and made a part hereof (the "Real Property") and all rights to the Real Property which may be acquired by the Grantor at any time, including all rights, privileges, options, elections and other benefits of every name and nature; together with all present and future easements and rights used or to be used in connection therewith or as a means of access thereto or therefrom; together with all estate, right, title and interest that Grantor now has or may hereafter acquire in:

(i) all right, title and interest of the Grantor in, to, under or derived from all buildings, structures, facilities and other improvements of every kind and description now or hereafter located on the Real Property, including all parking areas, roads, driveways, walks, fences, walls, drainage facilities and other site improvements, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utility equipment and facilities, all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, incinerating, compacting, fire protection and sprinkler, surveillance and security, public address and communications equipment and systems, all awnings, floor coverings, partitions, elevators, escalators, motors, machinery, pipes, fittings and other items of equipment and personal property of every kind and description now or hereafter located on the Real Property or attached to the improvements which by the nature of their location thereon or attachment thereto are real property under applicable law; and including all materials intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, equipment, fixtures, structures and improvements, all of which materials shall be deemed to be part of the Real Property immediately upon delivery thereof to the Real Property and to be part of the improvements immediately upon their incorporation therein (the foregoing being collectively the "Improvements"; and the Real Property with the Improvements thereon and Equipment, as defined below, thereon and appurtenant rights thereto being collectively called the "Property");

(ii) all estate, right, title and interest of the Grantor in, to, under or derived from all machinery, equipment, fixtures and accessions thereof and renewals and/or replacements thereof and/or substitutions therefor and other tangible property of every kind and nature whatsoever owned by the Grantor, or in which the Grantor has or shall have an interest, now or hereafter located upon the Real Property, or appurtenant thereto, or usable exclusively in connection with the present or future operation and occupancy of the Real Property or the Improvements (hereinafter collectively called the "Equipment" or the "Personal Property");

(iii) all estate, right, title and interest of the Grantor in, to, under or derived from all tenements, hereditaments and appurtenances now or hereafter relating to the Real Property; the streets, roads, sidewalks and alleys abutting the Real Property; all air space and rights to use air space above the Real Property; all development, operating or similar rights appurtenant to the Real Property (including, without limitations, all rights arising from reciprocal access agreements, joint occupancy, use or development agreements, and parking agreements); all rights of ingress and egress now or hereafter appertaining to the Real Property; and all easements, licenses and rights of way now or hereafter appertaining to the Real Property;

(iv) all estate right, title and interest of the Grantor in, to, under or derived from all contract rights, chattel paper, instruments, general intangibles, computer hardware, software and intellectual property, accounts, guaranties and warranties, letters of credit, and documents, in each case relating to the Property or to the present or future operation or occupancy of the Property, and all plans, specifications, maps, surveys, studies, books of account, records, files, insurance policies, guaranties and warranties, all relating to the Property or to the present or future operation or occupancy of the Property, all architectural, engineering, construction and management contracts, all supply and service contracts for water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone and other utilities relating to the Property and all other agreements affecting or relating to the use, enjoyment or occupancy of the Property;

(v) all estate, right, title and interest of the Grantor in, to, under or derived from all leases of or relating to the Property (together with all amendments, supplements, consolidations, replacements, restatements, extensions, renewals and other modifications thereof), other than the lease, if any, mortgaged in Exhibit A herein (the "Lease"), if any, now or hereafter in effect, whether or not of record (the "Additional Leases"); and the right to bring actions and proceedings under the Additional Leases or for the enforcement thereof and to do anything which the Grantor or any lessor is or may become entitled to do under the Additional Leases;

(vi) all estate, right, title and interest of the Grantor in, to, under or derived from all rents, royalties, issues, profits, receipts, revenue, income, earnings and other benefits now or hereafter accruing with respect to all or any portion of the Property, including all rents and other sums now or hereafter payable pursuant to the Additional Leases; all other sums now or hereafter payable with respect to the use, occupancy, management,

operation or control of the Property; and all other claims, rights and remedies now or hereafter belonging or accruing with respect to the Property, including oil, gas and mineral royalties (collectively, "Rents"), all of which the Grantor hereby irrevocably directs to be paid to the Beneficiary, subject to the license granted to the Grantor pursuant to Section 2.06 hereof, to be held, applied and disbursed, as provided in this Deed of Trust;

(vii) all estate, right, title and interest of the Grantor in, to, under or derived from all licenses, authorizations, certificates, variances, consents, approvals and other permits now or hereafter pertaining to the Property and all estate, right, title and interest of the Grantor in, to, under or derived from all tradenames or business names relating to the Property or the present or future operation or occupancy of the Property excluding, however, from the grant under this Subsection (vii) any franchise rights and any permits which cannot be transferred or encumbered by the Grantor without causing a default thereunder or a termination thereof;

(viii) all estate, right, title and interest of the Grantor in, to, under or derived from all amounts deposited with the Beneficiary, including all insurance proceeds and awards and including all notes, certificates of deposit, securities and other investments relating thereto and all interest, dividends and other income thereon, proceeds thereof and rights relating thereto;

(ix) all estate, right, title and interest of the Grantor in, to, under or derived from all proceeds of any sale, transfer, taking by condemnation (or any proceeding or purchase in lieu thereof); financing, refinancing or a conversion into cash or liquidated claims, whether voluntary or involuntary, of any of the Property, including all insurance proceeds and awards and title insurance proceeds under any title insurance policy now or hereafter held by the Grantor, and all rights, dividends and other claims of any kind whatsoever (including damage, secured, unsecured, priority and bankruptcy claims) now or hereafter relating to any of the Property, all of which the Grantor hereby irrevocably directs be paid to the Beneficiary to the extent provided hereunder, to be held, applied and disbursed as provided in this Deed of Trust;

(x) all estate, right, title and interest of the Grantor as seller in, to or under any agreement, contract, understanding or arrangement pursuant to which the Grantor has obtained the agreement of any person to purchase any of the Property or any interest therein and all income, profits, benefits, avails, advantages and claims against guarantors under any thereof;

(xi) all estate, right, title and interest of the Grantor in, to, under or derived from the Property hereafter acquired by the Grantor, and all right, title and interest of the Grantor in, to, under or derived from all extensions, improvements, betterments, renewals, substitutions and/or replacements of, and additions and appurtenances to, any of the Property hereafter acquired by or released to the Grantor or constructed or located on, or attached to, the Property; and

(xii) all proceeds of any and all of the above items (i) through (xi) (all such items (i) through (xii) being sometimes referred to as the "Collateral");

FOR THE PURPOSE OF SECURING:

ONE: Payment of the indebtedness evidenced by a Promissory Note of even date herewith and any renewals, extensions or modifications thereof, in the original principal amount of THREE HUNDRED EIGHTY-THREE THOUSAND AND 00/100 DOLLARS (\$383,000.00) executed by Grantor ("Borrower") and delivered to Beneficiary (the "Note"), together with the interest thereon, fees, the Yield Maintenance Fee (as defined in the Note), late charges and all other amounts due under the Note as provided by the Note, which is made a part hereof by reference.

TWO: Performance of all covenants, warranties, and agreements in that certain loan agreement executed as of the date hereof by Grantor, as Borrower, and Beneficiary, as Lender (the "Loan Agreement").

THREE: Payment of such further sums as Grantor or any successor in ownership hereafter and/or Borrower may borrow from Beneficiary when evidenced by another note or notes, reciting it is so secured, payable to Beneficiary or order and made by Grantor or any successor in ownership and/or by Borrower.

FOUR: Payment of all other moneys herein or in the Note or in the Loan Agreement (as defined in the Note) or in the other Loan Documents (as defined below) agreed or provided to be paid by Grantor and/or by Borrower.

This Deed of Trust, the Security Agreement (as defined in the Loan Agreement), and any other agreements given by Grantor and/or by Borrower to or for the benefit of Beneficiary to evidence or secure the indebtedness evidenced by the Note, together with the Loan Agreement, the Note, any Guaranty and the Environmental Indemnity (as defined in the Loan Agreement) and any modification, extension, amendment, replacement, restatement thereof, or substitution therefor are hereafter sometimes referred to collectively as the "Loan Documents."

GRANTOR COVENANTS AND AGREES THAT:

ARTICLE I

COVENANTS

1.01. Performance of Note and Deed of Trust. Grantor will pay the principal and interest, additional interest, fees, Yield Maintenance Fee, and other charges payable under the Note according to its terms, and will perform and comply with each and every term, covenant and condition hereof, and of the Loan Agreement, the Note and the other Loan Documents.

1.02. Warranty of Title. (a) The Grantor hereby represents and warrants to the Beneficiary and to the purchaser at any foreclosure sale that:

(i) the Grantor is the owner of a valid leasehold interest in the Real Property consisting of the Ground Leasehold Parcels and holds good and marketable title to the Improvements thereon, in each case free from all liens, security interests, leases, charges or encumbrances other than those listed in Exhibit B attached hereto, if any, and those described in the Security Agreement, if any (the "Permitted Liens");

(i) the Grantor is the owner of good title to the Collateral, free and clear of all liens, except Permitted Liens;

(ii) the Grantor has good and lawful right to mortgage the Collateral to the Beneficiary without the consent of any person other than those consents which have been obtained;

(iii) the lien created by this Deed of Trust constitutes a valid, binding and enforceable first priority lien on the Collateral, subject only to the Permitted Liens;

(iv) the Permitted Liens do not materially interfere with or materially adversely affect the use, value or operation of the Collateral; and

(b) The Grantor shall (i) cause the representations and warranties in subsection (a) of this Section to continue to be true in each and every respect at all times prior to the termination of this Deed of Trust and (ii) preserve, protect, warrant and defend (A) the estate, right, title and interest of the Grantor in and to the Collateral, (B) the validity, enforceability and priority of the lien of this Deed of Trust subject only to Permitted Liens, and (C) the right, title and interest of the Beneficiary and any purchaser at any sale of the Collateral hereunder or relating hereto, in each case against all other liens and claims whatsoever, subject only to the Permitted Lien.

(c) Upon the recording of this Deed of Trust in the appropriate recording office of the county in which the Real Property is located, the lien of this Deed of Trust shall be

a perfected lien and fixture filing on the Collateral prior to all liens other than the Permitted Liens. Other than the Permitted Liens, there are no liens or encumbrances other than the lien of this Deed of Trust upon the Collateral or any portion thereof, and Grantor shall not grant or suffer to exist any other lien or encumbrance upon the Collateral except for Permitted Liens without Beneficiary's written approval.

(d) The Grantor shall perform all acts that may be necessary to continue, maintain, preserve, protect and perfect the Collateral, the lien granted to the Beneficiary and the perfected priority of such lien subject to the Permitted Liens. Upon request by the Beneficiary, the Grantor shall at its sole cost and expense (i) promptly correct any defect or error which may be discovered in this Deed of Trust or any financing statement or other document relating hereto and (ii) promptly execute, acknowledge, deliver, record, and re-record, register and re-register, and file and re-file this Deed of Trust and any fixture filings, financing statements or other documents which the Beneficiary may reasonably require from time to time (all in form and substance reasonably satisfactory to the Beneficiary) in order (A) to effectuate, complete, perfect, continue or preserve the lien of this Deed of Trust on the Collateral, whether now owned or hereafter acquired, subject only, with respect to the Collateral, to the Permitted Liens, (B) to correct or change the name of the Grantor following any change in its identity, sale of the Collateral, or assumption of the Loan (as defined in the Loan Agreement) pursuant to the Loan Agreement or (C) to effectuate, complete, perfect, continue or preserve any right, power or privilege granted or intended to be granted to the Beneficiary hereunder. The Beneficiary is hereby irrevocably appointed the true and lawful attorney of the Grantor and any subsequent owner of the Collateral to take, in its own name or in the name of the Grantor, all necessary action and the Beneficiary may execute all necessary documents, deeds and instruments to effectuate the provisions of this Section and may substitute persons with like power, the Grantor or any subsequent owner of the Collateral hereby ratifying and confirming all that their said attorney or such substitutes shall lawfully do by virtue hereof. Nevertheless, the Grantor or any subsequent owner of the Collateral, if so requested in writing by the Beneficiary, shall ratify and confirm any such sale by executing and delivering to the Beneficiary any document or instrument which, in the judgment of the Beneficiary, is suitable or appropriate therefor.

1.03. Taxes, Liens and Other Charges. Subject to Section 1.05 and Section 1.15, the Grantor shall (i) duly and punctually pay all Impositions (as defined below) at least thirty (30) Business Days (as defined in the Loan Agreement) before any fine, penalty, interest or cost may be added for nonpayment; (ii) duly and punctually file at least thirty (30) Business Days before delinquent all returns and other statements required to be filed with respect to any Imposition; and (iii) promptly notify the Beneficiary of the receipt by the Grantor of any notice of default in the payment of any Imposition or in the filing of any return or other statement relating to any Imposition and simultaneously furnish to the Beneficiary a copy of such notice of default. The term "Impositions" means all taxes, assessments and other governmental charges, ground rents, or other rents, rates and charges, excises, levies, fees and other charges (public or private) which may be

assessed, levied, confirmed or imposed on, or in respect of or be a lien upon the Property or other Collateral or any part thereof or any interest therein.

1.04. Insurance. The Grantor shall comply with all of the terms and provisions and shall maintain, or cause to be maintained, with respect to the Property the insurance required by the Loan Agreement. If the Grantor fails to maintain such insurance policies, the Beneficiary shall have the right (but not the obligation) to obtain such insurance policies and pay the premiums therefore. If the Beneficiary obtains such insurance policies or pays the premiums therefore, upon demand, the Grantor shall immediately reimburse the Beneficiary for its expenses in connection therewith, together with interest thereon at the Demand Rate (as defined in the Note), pursuant to the terms of the Loan Agreement.

1.05. Impound and Security Account. At the Beneficiary's option and upon its demand and except where and to the degree prohibited by law, the Grantor shall, until all obligations have been paid in full, pay to the Beneficiary each month an amount estimated by the Beneficiary to be equal to (i) the Impositions referred to in Section 1.03, (ii) all payments and premiums with respect to the insurance requirements referred to in the Loan Agreement next due, (iii) all lease payments under the Lease, if any, next due, and (iv) any payments required under Permitted Liens. Estimated payments of Impositions, insurance requirements, payments on the Lease, if any, and Permitted Lien payments shall be calculated by dividing the amount next due by, in each instance, the number of months to lapse preceding the month in which such sum will become due. All sums so paid shall not bear interest, except to the extent and in the minimum amount required by law, and the Beneficiary shall, unless there exists an Event of Default hereunder or under any obligation secured hereby, apply said funds to the payment of, or at the sole option of the Beneficiary release said funds to the Grantor for application to and payment of, such Impositions, insurance requirements, payments on the Lease, if any, and Permitted Lien payments. However, upon the occurrence of an Event of Default hereunder or under any obligation secured hereby, the Beneficiary may, at its sole option, apply all or any part of said sums to any obligations or to advance sums to pay such Impositions, insurance requirements, payments on the Lease, if any, or Permitted Lien payments, which advance shall not cure the Grantor's default hereunder.

1.06. Casualty or Condemnation. (a) In the event of any casualty or condemnation (a "Loss"), the Grantor shall give prompt written notice thereof to the Beneficiary. Any insurance proceeds or awards with respect to such Loss (the "Proceeds") shall be payable to the Beneficiary. The Grantor shall have no right to settle or compromise, and shall not settle or compromise, any claim or proceeding relating to such Loss or Proceeds without the Beneficiary's reasonable consent. The Grantor shall proceed promptly and diligently to prosecute in good faith the settlement or compromise of any and all claims or proceedings relating to such Loss or Proceeds; provided, however, any such settlement or compromise shall be subject to the Beneficiary's reasonable consent. The Grantor hereby authorizes and directs any affected insurance company and any affected governmental body responsible for such condemnation to make payment of the Proceeds directly to the Beneficiary. If the Grantor receives any Proceeds, the Grantor shall promptly

pay over such Proceeds to the Beneficiary. The Grantor hereby covenants that until such Proceeds are so paid over to the Beneficiary, the Grantor shall hold such Proceeds in trust for the benefit of the Beneficiary and shall not commingle such Proceeds with any other funds or assets of the Grantor or any other party.

(b) The Grantor hereby irrevocably assigns to the Beneficiary all Proceeds to which the Grantor may become entitled by reason of its interests in the Property if the Loss occurs. All Proceeds shall be paid to the Beneficiary and applied pursuant to the terms of Section VI of the Loan Agreement.

1.07. Care of the Property. The Grantor (i) shall not cause or permit the Property or the other Collateral to be misused, wasted, damaged or to deteriorate (except, in the case of deterioration, for reasonable wear and tear); (ii) shall use and operate the Property, or cause the same to be used and operated, for substantially the same uses and purposes, as they are used and operated as of the date hereof and agrees that all activities on the Property shall at all times comply with all laws, including, but not limited to, Environmental Laws (as defined in the Loan Agreement); (iii) shall operate and maintain the Property, or cause the same to be operated and maintained, in good order, repair and condition except (subject to the provisions of this Section) for reasonable wear and tear; (iv) shall maintain the Property according to the standards set forth in each Designated Agreement(s), if any, (as defined in the Loan Agreement), and all other requirements set forth by the Designated Agreement Counterparty, if any, (as defined in the Loan Agreement); (v) shall promptly make, or cause to be made, all repairs, replacements, renewals, restorations, alterations, additions and improvements of and to the Property, whether interior or exterior, structural or nonstructural, foreseen or unforeseen, necessary or appropriate to keep the Property in good order, repair and condition, all of which repairs, replacements, renewals and restorations shall be equal in quality to or better than the Property as of the date hereof; (vi) shall not initiate or affirmatively support any change in the applicable zoning or seek any variance (or any change in any variance) under the zoning of the Property if such change or variance would adversely affect the Property; and (vii) shall, promptly after receiving notice or obtaining knowledge of any proposed or threatened change in the zoning affecting the Property which would result in the current use of the Property being a non-conforming use, notify the Beneficiary thereof and diligently contest the same at Grantor's expense by any action or proceeding deemed appropriate by the Grantor or requested by the Beneficiary.

1.08. Zoning and Other Laws. The Grantor represents and warrants that (i) the Property is served by all necessary water, sanitary and storm sewer, drainage, electric, steam, gas, telephone and other utility facilities which facilities have capacities which are sufficient to serve the current and anticipated future use and occupancy of the Property as presently constructed; (ii) the Property has legal access to public streets or roads sufficient to serve the current and anticipated future use and operation of the Property as presently constructed; (iii) to the extent that the Property is located in an area identified by the Secretary of Housing and Urban Development or a successor thereto as an area having special flood hazards or as an area designated as "flood prone" or a "flood risk area"

pursuant to the National Flood Insurance Act of 1968 or the Flood Disaster Protection Act of 1973, and any amendments or supplements thereto or substitutions therefor, the Grantor has purchased flood insurance to the extent available; (iv) all activities and conditions on the Property are currently in compliance with all Environmental Laws; (v) none of the Real Property is on a tax parcel not covered by the title policy, if any, issued in connection herewith; and (vi) the Property and the use thereof, separate and apart from any other properties, constitute a legal and conforming use under applicable zoning regulations and comply with all applicable legal requirements, such that failure to comply would not have a material adverse effect. All material inspections, licenses and certificates required, whether by law, ordinance, regulation or insurance standards, to be made or issued with respect to the Property have been made by or issued by appropriate authorities.

1.09. Alterations. (a) The Grantor may construct any new Improvement or otherwise alter or restore the Property, provided that (i) no Event of Default exists; (ii) any alteration or restoration when completed shall not result in a reduction of the value of the Property below the value thereof immediately preceding the commencement of such alteration or, in the case of restoration, the value thereof immediately preceding the casualty or condemnation in question; (iii) any alteration or restoration shall be substantially equal in quality to, or better than, the Improvements or Equipment located on the Property as of the date hereof; (iv) prior to commencing any phase of any alteration or restoration, the Grantor shall obtain all permits applicable to such phase and all other consents or approvals required therefor; (v) any alteration or restoration shall be effected with due diligence, in a good and workmanlike manner, in compliance with all applicable legal requirements and Insurance Requirements; (vi) the Grantor shall have the funds and shall promptly and fully pay the cost of any alteration or restoration; and (vii) any alteration will not adversely affect the present use of the Property and shall be according to the standards set forth in each Designated Agreement, if any (as defined in the Loan Agreement) and all other requirements set forth by each Designated Agreement Counterparty, if any (as defined in the Loan Agreement).

(b) Nothing herein shall be construed to be a consent by the Beneficiary to any mechanics, materialman's, supplier's, repairman's or similar lien on the Property or any interest therein.

1.10. Expenses. (a) Beneficiary may, at its option, engage attorneys, agents and/or special servicers with respect to this Deed of Trust for retaking, holding, preparing for sale, or selling in connection with any action or actions which may be brought for the foreclosure of this Deed of Trust and/or for possession of the Property and/or for the protection of or the defense of the priority of the lien provided for by this Deed of Trust and/or for the appointment of a receiver and/or for the enforcement of any and all covenants or rights contained in or secured by this Deed of Trust and/or any case or proceeding under Chapters 7, 11 or 13 of the Bankruptcy Code or any successor thereto.

(b) Grantor shall pay all sums expended or expense incurred by Beneficiary including, without limitation, attorneys fees, costs and expenses (including, but not limited

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to, expenses incurred prior to recordation of a notice of default or commencement of other legal proceedings and costs of evidence or search of title) upon demand after expenditure, under any of the terms of this Deed of Trust, with interest from the date of expenditure at the Demand Rate (as defined in the Note). All sums so paid and expended by Beneficiary, and the interest thereon, shall be added to and be secured by the lien of this Deed of Trust.

(c) A certificate or statement issued by Beneficiary or its authorized loan servicing agent regarding the obligations secured hereby shall be conclusive absent manifest error; provided, however, that the amount stated therein may not exceed the maximum amount allowed by law at the time the statement is made.

1.11. Inspection of Property. Beneficiary is authorized by itself, its agents, employees or workers to enter at any reasonable time upon any part of the Property for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Deed of Trust or any other Loan Document. Grantor agrees to cooperate with Beneficiary to facilitate such inspections.

1.12. Performance by Grantor. Grantor will faithfully perform each and every covenant to be performed by Grantor under the Lease, if any, and the Loan Agreement and under any lien or encumbrance including, without limiting the generality hereof, mortgages, deeds of trust, leases, declarations or covenants, conditions and/or restrictions and other agreements which affect the Property, in law or in equity. Grantor's failure to perform any such obligation or Grantor's breach of or default under any such lien or encumbrance shall constitute an event of default under this Deed of Trust.

1.13. Collateral Security Instruments. Grantor covenants and agrees that if Beneficiary at any time holds additional security for any obligations secured hereby, it may enforce the terms thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder, and may apply the proceeds against the indebtedness secured hereby in such order as Beneficiary may determine, without affecting the status of or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein or in any such other security.

1.14. Suits to Protect Property. Grantor covenants and agrees to appear in and defend any action or proceeding purporting to affect the security of this Deed of Trust, and/or any additional or other security for the obligations secured hereby, the interest of Beneficiary or the rights, powers and/or duties of Trustee hereunder, and to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any action or proceeding in which Beneficiary and/or Trustee may appear or be made a party, including, but not limited to, foreclosure or other proceeding commenced by those claiming a right to any part of the Property or other Collateral in any action to partition or condemn all or part of the Property, whether or not pursued to final judgment, and in any exercise of the power of sale contained herein, whether or not the sale is actually consummated.

1.15. Right of Contest. Pursuant to Section VII of the Loan Agreement, Grantor shall have the right to contest by proper proceedings any claim, demand, levy, assessment, law, ordinance, rule, regulation or requirement asserted by a third party against the Property, provided that Grantor shall prosecute such contest diligently and in good faith and such contest shall not expose Beneficiary or Trustee to any civil or criminal penalty or liability or any impairment of Beneficiary's security. Upon Beneficiary's or Trustee's demand, Grantor shall furnish Beneficiary a surety bond or other adequate security satisfactory to Beneficiary sufficient both to indemnify Beneficiary against liability and hold the Property free from adverse effect in the event the contest is not successful.

1.16. Conveyance or Transfer of Property. (a) Grantor agrees that, except for Permitted Liens, if Grantor sells, conveys, transfers, disposes of or leases or further encumbers the Collateral or any portion thereof, either voluntarily, involuntarily, or otherwise, or, except for Permitted Liens, enters into an agreement to do so without the prior written consent of Beneficiary, Beneficiary shall have the right to declare the then outstanding principal balance evidenced by the Note immediately due and payable, together with all accrued and unpaid interest, Yield Maintenance Fees and other amounts due hereunder. The foregoing right to accelerate the indebtedness may be exercised at any time in Beneficiary's sole discretion after the occurrence of any event described above and the acceptance of one or more installments from any person thereafter shall not constitute a waiver of Beneficiary's right.

(b) A sale, conveyance, transfer, disposition, lease or encumbrance within the meaning of this Section 1.16 shall be deemed to include, without limitation, (i) an installment sales agreement wherein Grantor agrees to sell the Collateral or any part thereof for a price to be paid in installments; (ii) an agreement by Grantor leasing all or a substantial part of the Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Grantor's right, title and interest in and to any Leases or any Rents; (iii) if Grantor, any Guarantor (as defined in the Loan Agreement), or any general partner or member of Grantor or Guarantor is a corporation, the voluntary or involuntary sale, conveyance or transfer of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise) or the creation or issuance of new stock by which an aggregate of more than 50% of such corporation's stock shall be vested in a party or parties who are not now stockholders; (iv) if Grantor, any Guarantor or any general partner or member of Grantor or any Guarantor is a limited or general partnership, or joint venture, the change, removal or resignation of a general partner or managing partner or the transfer of the partnership interest of any general partner or managing partner; and (v) if Grantor, any Guarantor or any general partner or member of Grantor or any Guarantor is a limited liability company, the change, removal or resignation of a manager or the transfer of the membership interest of any member.

1.17. Actions by Trustee. At any time, or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of

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Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby or the effect of this Deed of Trust upon the remainder of the Collateral, Trustee may (i) reconvey any part of the Collateral, (ii) consent in writing to the making of any map or plat of the Property, (iii) join in granting any easement thereon, or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.18. Subrogation. As additional security hereunder, Beneficiary shall be subrogated to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this Deed of Trust.

ARTICLE II

DEFAULTS AND REMEDIES

2.01. Events of Default. The occurrence or existence of any one or more of the following shall constitute an "Event of Default":

(a) Breach or default in payment of any principal, interest, Yield Maintenance Fee or any other indebtedness or payments of money evidenced by the Note, this Deed of Trust, and/or any other indebtedness or payments of money owing under any of the other Loan Documents; or

(b) Breach or default in performance of, or violation of, or failure to comply with, any term, covenant, condition or agreement under the Note, this Deed of Trust, the Loan Agreement or under any of the other Loan Documents, other than relating to the payment of indebtedness or money, which default continues for a period of thirty (30) days after notice thereof from Beneficiary to Grantor or to Borrower; provided, however, that if the nature of such default is such that the same cannot be cured within such thirty (30) day period, Grantor shall not be deemed to be in default if Grantor shall within such period commence to cure the default and thereafter diligently prosecute the cure to completion and shall complete such cure within sixty (60) days after the conclusion of such thirty (30) day period; or

(c) Breach or default in the performance of, or violation of, or failure to comply with any material term, covenant, condition or agreement under any Designated Agreement; or

(d) Breach or default in the performance of, or violation of, or failure to comply with, any of the provisions of Section V of the Loan Agreement; or

(e) Breach or default in the performance, or violation, of or failure to comply with any of the provisions of Sections III(a) through III(e), inclusive, of the Loan Agreement; or

(f) Grantor, or Borrower or any Guarantor (as defined in the Loan Agreement), fails to make payment when due under the terms of any note, bond or other evidence of indebtedness (excluding the Note, but including any other evidence of indebtedness between Grantor and/or Borrower and Beneficiary) and such failure shall continue beyond any period of grace provided with respect thereto and which results in (i) a monetary default or defaults in excess of \$25,000 in the aggregate or (ii) acceleration of payment under any note, bond or other indebtedness prior to its stated date of maturity; or

(g) Grantor, Borrower or any Guarantor shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or similar official of itself or of all or a substantial part of its property, (ii) be generally not paying its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) take any action or commence any case or proceeding under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts, or any other law providing for the relief of debtors, (vi) fail to contest in a timely or appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or other law, (vii) take any action under the laws of its jurisdiction of incorporation or organization similar to any of the foregoing, or (viii) take any corporate action for the purpose of effecting any of the foregoing; or

(h) A proceeding or case shall be commenced, without the application or consent of the Grantor, Borrower or any Guarantor in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding up, or composition or readjustment of its debts, (ii) the appointment of a trustee, receiver, custodian, liquidator or the like of it or of all or any substantial part of its assets, or (iii) similar relief in respect of it, under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts or any other law providing for the relief of debtors, and such proceeding or case shall continue undismissed, or unstayed and in effect, for a period of 30 days; or an order for relief shall be entered in an involuntary case under the Federal Bankruptcy Code, against the Grantor, Borrower or any Guarantor; or action under the laws of the jurisdiction of incorporation or organization of the Grantor, Borrower or any Guarantor similar to any of the foregoing shall be taken with respect to the Grantor, Borrower or any Guarantor and shall continue unstayed and in effect for any period of 30 days; or

(i) Any representation, warranty or disclosure made to Beneficiary by Grantor, Borrower or any Guarantor in writing proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in the Loan Documents; or

(j) Breach in the performance of or violation of or failure to comply with any term, covenant, condition or agreement under any Lease, or termination of any Lease; or

(k) Breach in the performance of, or violation of, or failure to comply with, beyond the expiration of any applicable notice and grace period, any other obligation (other than the obligations evidenced by the Note and the other Loan Documents) owed to Beneficiary by the Grantor, Borrower or any Guarantor.

2.02. Remedies Upon Default. Upon the occurrence of an Event of Default, without notice to or demand upon Grantor;

(a) Beneficiary may without notice declare all sums secured hereby immediately due and payable by commencing an action to foreclose this Deed of Trust.

(b) Beneficiary may, without releasing Grantor from any obligation under this Deed of Trust or any other Loan Document and without waiving any default, exercise any of its rights herein or to which it is entitled by law or equity.

(c) Beneficiary may (i) institute and maintain an action of foreclosure against any of the Property or other Collateral in accordance with the law of the state in which the Property is located, (ii) institute and maintain an action with respect to the Property or other Collateral under any other Loan Documents, or (iii) take such other action as may be allowed at law or in equity for the enforcement of this Deed of Trust and the other Loan Documents. Beneficiary may proceed in any such action to final judgment and execution thereon for the whole of the indebtedness, together with all interest, the Yield Maintenance Fee, late payment fees and other amounts to which Beneficiary is entitled under the Note, from the date on which Beneficiary shall declare the same to be due and payable to the date of repayment to Beneficiary, and all costs of any such action, including, but without limiting the generality of the foregoing, reasonable attorneys' fees, costs and disbursements.

(d) Beneficiary may, without notice, and with or without commencing an action to foreclose this Deed of Trust as a mortgage, cause the Trustee to sell the Property and/or the other Collateral in compliance with applicable law. Beneficiary shall have the right to direct the order in which separate parcels shall be sold and Grantor shall have no right to direct the order in which separate parcels are sold. 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. Trustee shall deliver to such purchaser its deed conveying the Property, or any portion thereof, 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, without limitation, Grantor, Trustee or Beneficiary, may purchase at such sale;

(e) Beneficiary may proceed as to the Personal Property in accordance with Beneficiary's rights and remedies in respect to the Property or cause the Trustee to sell the Personal Property separately and without regard to the remainder of the Property in accordance with Beneficiary's rights and remedies provided by the Uniform Commercial

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Code of the state in which the Real Property is located as well as other rights and remedies available at law or in equity;

(f) Beneficiary may act in such manner and to such extent as Beneficiary may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon and take possession of the Property for such purposes, and any sums expended for such purposes shall become part of the indebtedness secured hereby;

(g) Beneficiary may commence, appear in and/or defend any action or proceedings purporting to affect the security hereof, and/or any additional or other security therefor, the interests, rights, powers and/or duties of Beneficiary hereunder, whether brought by or against Grantor or Beneficiary;

(h) Beneficiary may pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in its judgment may affect or appear to affect the security of this Deed of Trust, the interests of Grantor or Beneficiary or the rights, powers and/or duties of Beneficiary hereunder, and any sums expended for such purposes shall become part of the indebtedness secured hereby;

(i) Beneficiary is authorized either by itself or by its agent to be appointed by it for that purpose or by a receiver appointed by a court of competent jurisdiction, including, but not limited to, a receiver appointed ex-parte, to enter into and upon and take and hold possession of any portion or all of the Property, and other Collateral, both real and personal, and exclude Grantor and all other persons therefrom; and to operate and manage the Property and other Collateral and rent and lease the same, perform such reasonable acts of repair or protection as may be reasonably necessary or proper to conserve the value thereof, and collect any and all income, rents, issues, profits and proceeds therefrom, the same being hereby assigned and transferred to Beneficiary, for the benefit and protection of Beneficiary, and from time to time apply and/or accumulate such income, rents, issues, profits and proceeds in such order and manner as Beneficiary or such receiver in its sole discretion shall consider advisable, to or upon the following: the expenses of receivership, if any; the proper costs of upkeep, maintenance, repair and/or operation of the Property and other Collateral; the repayment of any sums theretofore or thereafter advanced pursuant to the terms of this Deed of Trust; the interest then due or next to become due upon the indebtedness secured hereby; the taxes and assessments upon the Property then due or next to become due; and the unpaid principal of such indebtedness. The collection and receipt of income, rents, issues, profits and/or proceeds from the Property and other Collateral by Beneficiary, its agent or receiver, after declaration of default and/or election to cause the Property and other Collateral to be sold under and pursuant to the terms of this Deed of Trust shall not affect or impair such default or declaration of default and/or election to cause the Property and other Collateral to be sold or any sale proceedings predicated thereon, and such proceedings may be conducted and sale effected notwithstanding the receipt or collection of any such income, rents, issues, profits or proceeds. Any such income, rents, issues, profits or proceeds in the possession of Beneficiary, its agent or receiver, at the time of sale and not theretofore applied as

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herein provided, shall be applied in the same manner and for the same purposes as the proceeds of the sale. Grantor agrees to pay to Beneficiary, upon Beneficiary's demand, all expenses, costs and other amounts incurred by Beneficiary in connection with any appointment of a receiver under the relevant state code statutes.

(j) Grantor shall indemnify and hold Beneficiary harmless and defend it from any loss, liability, cost and expense (including without limitation attorneys' fees and disbursements) and all claims, actions, proceedings and suits arising out of, or in connection with, any lawful action by Beneficiary to enforce this Deed of Trust or any other Loan Document, whether or not any action, proceeding or suit is filed.

(k) In the case of a sale pursuant to an order, decree or judgment of foreclosure, the Beneficiary, at its election, may sell the Real Property in one or more parcels; and Beneficiary is not under any obligation to make any of the payments or do any of the acts referred to in this Section and any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default or election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness evidenced by the Note.

2.03. Grantor's Waivers. Grantor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Grantor, including without limitation, a holder of a lien subordinate to the lien created hereby (without implying that Grantor has, except as expressly provided herein, a right to grant an interest in, or a subordinate lien on, the Property), by acceptance of its interest or lien, agrees that it shall be bound by the above waiver as if it gave the waiver itself.

2.04. Discontinuance of Proceedings. From time to time before the Trustee's sale pursuant to Section 2.02 hereof, Beneficiary may rescind any notice of breach or default and of election to cause to be sold the Property by executing and delivering to Trustee a written notice of such rescission, which notice, when recorded, shall also constitute a cancellation of any prior declaration of default and demand for sale. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other declarations of default and demand for sale, and notices of breach or default, and of election to cause to be sold the Property to satisfy the obligations hereof, nor otherwise affect any provision, covenant or condition of the Note and/or of this Deed of Trust or any of the rights, obligations or remedies of the parties thereunder or hereunder.

2.05. Application of Proceeds of Sale. Upon a sale of all or part of the Property pursuant to Section 2.02 hereof, after deducting all costs, fees and expenses of Trustee and Beneficiary, all as actually incurred and including, without limitation, attorneys' fees, costs and expenses of investigation incurred in appellate proceedings or in any action or participation in, or in connection with, any case or proceeding under Chapters 7, 11 or 13

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of the Bankruptcy Code or any successor thereto, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

2.06. Assignment of Leases. (a) Subject to Subsection (d) below, the Additional Leases and Rents, if any, are hereby assigned to Beneficiary, which assignments of the Additional Leases and Rents are and shall be present, absolute and irrevocable assignments by the Grantor to the Beneficiary and, subject to the license to the Grantor under Subsection (b) hereof, the Beneficiary or a receiver appointed pursuant to Section 2.02 hereof (as the case may be as to the person exercising the rights under this Section) shall have the absolute, immediate and continuing right to collect and receive all Rents now or hereafter, including during any period of redemption, accruing with respect to the Property. At the request of the Beneficiary or such receiver, the Grantor shall promptly execute, acknowledge, deliver, record, register and file any additional general assignment of the Additional Leases and the Rents or specific assignment of any of the Additional Leases and the Rents which the Beneficiary or such receiver may require from time to time (all in form and substance reasonably satisfactory to Beneficiary or such receiver) to effectuate, complete, perfect, continue or preserve the assignments of the Additional Leases and the Rents.

(b) As long as no Event of Default exists, the Grantor shall have the right under a license granted hereby, subject to Subsection (c) hereof, to collect all Rents, if any, upon, but not prior to fifteen (15) days before the due date thereof.

(c) If any Event of Default exists, the Beneficiary or receiver appointed pursuant to Section 2.02 (as the case may be as to the person exercising the rights under this Section) shall have the right to do any of the following: (i) terminate the license granted under Subsection (b) hereof by notice to the Grantor; (ii) exercise the rights and remedies provided to Grantor under the Lease; (iii) exercise the rights and remedies provided in this Deed of Trust or under applicable law; (iv) as attorney in-fact or agent of the Grantor, or in its own name as the person exercising the rights under this Section and under the powers herein granted, hold, operate, manage and control the Property, either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper and necessary to enforce the payment of any Rents, the Additional Leases and other Property relating thereto (including actions for the recovery of Rent, actions in forcible detainer and actions in distress of Rent); (v) cancel or terminate any Additional Leases or sublease for any cause or on any ground which would entitle the Grantor to cancel the same; (vi) elect to disaffirm any Additional Leases or sublease made subsequent hereto or subordinated to the lien hereof; and (vii) perform such other acts in connection with the management and operation of the Property as the person exercising the rights under this Section in its discretion may deem proper, the Grantor hereby granting full power and authority to exercise each and every one of the rights, privileges and powers contained herein at any time and all times while an Event of Default exists without notice to the Grantor.

(d) Nothing in this Section shall be construed to be an assumption by the Person exercising the rights under this Section, or to otherwise make such Person liable for the performance, of any of the obligations of the Grantor under the Additional Leases.

ARTICLE III

GENERAL COVENANTS

3.01. Waiver of Statute of Limitations. Grantor waives to the full extent permitted by law, the right to plead any and all statutes of limitation as a defense to any demand secured by or made pursuant to this Deed of Trust.

3.02. No Waiver. Grantor covenants and agrees that the acceptance by Beneficiary of any sum secured hereby after its due date, or in an amount less than the sum then due, shall not constitute a waiver by Beneficiary of its rights either to require prompt payment when due of all other sums so secured or to declare a default or exercise such other rights as herein provided for failure so to pay. No failure by Beneficiary to insist upon strict performance of any term, covenant or condition hereof, nor failure to exercise any right or remedy hereunder shall constitute a waiver of any such breach of such term, covenant or condition or of the later exercise of such right or remedy.

3.03. Remedies Cumulative. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies.

3.04. Recordation. Trustee covenants to perform and fulfill the trusts created hereby when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

3.05. Substitution of Trustee. Beneficiary may from time to time, by a written instrument executed and acknowledged by Beneficiary and recorded in the county and counties where the Property is located, without the consent of the Trustee, and by otherwise complying with applicable statutory provisions, substitute a successor or successors for the Trustee named herein or acting hereunder.

3.06. Notices. (a) All notices hereunder shall be deemed to have been duly given if mailed by United States mail, or courier service, to the parties at the following addresses (or at such other addresses as shall be given in writing by any party to the others) and shall

be deemed complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such Express Mail or courier service:

To Grantor: At its address indicated on the first page hereof

To Beneficiary: ENTERPRISE MORTGAGE ACCEPTANCE COMPANY, LLC
One Glendinning Place
Westport, CT 06880

(b) Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Grantor at its address indicated on the first page hereof.

(c) Unless otherwise provided by applicable law, Trustee shall be under no obligation to notify any party hereto of any action or proceeding of any kind in which Grantor, Beneficiary and/or Trustee shall be a party, unless brought by Trustee, or of any pending sale under any other deed of trust.

3.07. Successors; Terminology; Joint and Several Liability. (a) 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 "Grantor" shall mean both the original Grantor and any subsequent owner or owners of any of the Property. The term "Beneficiary" shall mean the owner(s) and holder(s), including pledgees, of the Note, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(b) If more than one person, corporation, partnership or other entity shall execute this Deed of Trust, then each person and entity shall be fully liable for all obligations of Grantor hereunder, and such obligations shall be joint and several.

3.08. Severability. If any provision hereof shall be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Deed of Trust, except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare the indebtedness and all other sums secured hereby immediately due and payable.

3.09. Governing Law. This Deed of Trust shall be construed and enforced in accordance with the laws of the state in which the Real Property is located.

3.10. Reconveyance. The trust created hereby is irrevocable by Grantor unless and until the Property is reconveyed to Grantor pursuant to this Section. Should the full indebtedness secured by this Deed of Trust be paid according to the tenor and effect thereof when the same shall become due and payable and should Grantor perform all obligations secured hereby in a timely manner, then Trustee shall reconvey, without

warranty, 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."

3.11. Beneficiary's Rights. Beneficiary and any other person or entity designated by Beneficiary, including but not limited to any representative of a governmental entity, and any environmental consultant, and any receiver appointed by any court of competent jurisdiction, shall have the right, but not the obligation, to enter upon the Property at all reasonable times to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Beneficiary's sole discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Grantor shall cooperate with and provide access to Beneficiary and any such person or entity designated by Beneficiary.

3.12. Time of the Essence. Time is of the essence as to the Note, this Deed of Trust, the other Loan Documents and the performance of all provisions hereof and thereof.

3.13. Defined Terms. All capitalized terms used herein and not defined herein shall have the meaning set forth in the Loan Agreement.

ARTICLE IV

LEASEHOLD DEED OF TRUST PROVISIONS

4.01. Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article IV and the other articles of this Deed of Trust, the terms and conditions of this Article IV shall control and be binding.

4.02. Property Mortgaged. The introductory paragraphs immediately following the words "GRANTOR HEREBY IRREVOCABLY MORTGAGES, GRANTS, BARGAINS, SELLS, CONVEYS, TRANSFERS AND ASSIGNS:" are modified as follows:

- (a) In the paragraph preceding paragraph (i) the following shall be added where indicated:
- A. After the words "and future estate, right, title and interest in and to": "each Lease (as hereinafter defined) and renewals therein provided for, and";
 - B. After the words "and all rights to the Real Property which may be acquired by the Grantor at any time": "(including, without limitation, the leasehold interest in the Leasehold Parcels created by each Lease)"

- C. After the words "used in connection therewith or as a means of access thereto or therefrom":

", and with respect to that portion of the Leasehold Parcels subject to each Lease, for and during the rest, residue and remainder of the term of years yet to come and unexpired in each Lease and the renewals therein provided for; subject nevertheless to the rents, covenants, conditions and provisions in each Lease".

- D. After the words "(the "Real Property")":

(the parcels of Real Property, if any, described in Part 1 of Exhibit A are hereinafter sometimes referred to as the "Occupancy Leasehold Parcels", and the parcels of Real Property, if any, described in Part 2 of Exhibit A are hereinafter sometimes referred to as the "Ground Leasehold Parcels"; the Occupancy Leasehold Parcels and the Ground Leasehold Parcels are hereinafter sometimes collectively referred to as the "Leasehold Parcels")

(b) The following parenthetical is hereby added immediately following each of the following phrases where they appear in paragraph (iii); "now or hereafter relating to the Real Property"; "and parking agreements" "(including, without limitation, those under and by virtue of each Lease)";

(c) The following paragraphs are hereby added following paragraph (xi) and before paragraph (xii):

- (xia) each lease described in Exhibit A (each, a "Lease") and the leasehold estates created thereby;
- (xib) all modifications, extensions and renewals of each Lease and all credits, deposits, options, privileges and rights of Grantor as tenant under each Lease, including, but not limited to, the right, if any, to renew or extend each Lease for a succeeding term or terms;
- (xic) all the estate, right, title, claim or demand whatsoever of Grantor either in law or in equity, in possession or expectancy, of, in and to the Real Property or the Improvements or any part thereof, and Grantor's right, as tenant under each Lease, to elect under Section 365(h)(1) of Title 11 U.S.C.A. Section 101 *et seq.* (the "Bankruptcy Code") to terminate or treat each Lease as terminated in the event of a bankruptcy, reorganization or insolvency of the landlord under such Lease (the "Owner") or the rejection of each Lease by the Owner, as debtor in possession or by a trustee in bankruptcy, pursuant to Section 365 of the Bankruptcy Code; and

(d) Paragraph (xii) is hereby deleted and replaced as follows:

(xii) all proceeds of any and all of the above items (i) through (xic) (all such items (i) through (xic) being sometimes referred to as the "Collateral");

4.03. Warranty Of Title. Section 1.02 entitled "Warranty of Title" is modified as follows:

The following is hereby added after subsection (v) of Section 1.02:

(vi) (A) each Lease is in full force and effect and has not been modified or amended in any manner whatsoever, (B) there are no defaults under any Lease and no event has occurred, which but for the passage of time, or notice, or both, would constitute a default under any Lease, (C) all rents, additional rents and other sums due and payable under each Lease have been paid in full, and (D) neither Grantor nor the Owner has commenced any action or given or received any notice for the purpose of terminating any Lease.

4.04. Compliance By Grantor With Ground Lease. The following is added at the end of Section 1.05 entitled "Impound and Security Account":

With respect to that portion of the Real Property subject to any Lease, compliance by Grantor with any provisions of such Lease relating to the deposit of funds by Grantor for the payment of all taxes, assessments, water and sewer rents and/or insurance premiums shall constitute compliance with this Section 1.05 to the extent such Lease provisions cover each of said items; provided that Grantor shall in any event be required to deliver to Beneficiary evidence of such payments and receipted bills for all such items.

4.05. Care of The Property. The following is hereby added at the beginning of Section 1.07 entitled "Care of the Property: "Notwithstanding the provisions of any Lease,".

4.06. Events Of Default. The following is hereby added at the end of Section 2.01:

(l) If Grantor shall fail in the payment of any rent, additional rent or other charge mentioned in or made payable by any Lease when said rent or other charge is due and payable and if such default continues beyond any applicable notice and/or grace period; or

(m) If there shall occur any default by Grantor, as lessee under any Lease, in the observance or performance of any term, covenant or condition of such Lease on the part of Grantor to be observed or performed, and said default is not cured within ten (10) days prior to the expiration of any applicable grace period therein

provided, or if any one or more of the events referred to in any Lease shall occur which would cause such Lease to terminate without notice or action by Owner under the Lease or which would entitle the Owner to terminate the Lease and the term thereof by giving notice to Grantor, as tenant thereunder, or if the leasehold estate created by any Lease shall be surrendered or any Lease shall be terminated or canceled for any reason or under any circumstances whatsoever, or if any of the terms, covenants or conditions of any Lease shall in any manner be modified, changed, supplemented, altered, or amended without the consent of Beneficiary.

4.07. Definitions. The following is hereby added immediately after the words "owner or owners of any of the Property" in Section 3.07: "including any of, but not limited to the leasehold estate created by each Lease".

4.08. Leasehold Covenants. The following is hereby added immediately following Section 1.18:

"1.19. Leasehold Covenants. (a) The provisions contained in this Deed of Trust shall be deemed to be obligations of Grantor in addition to Grantor's obligations as tenant with respect to similar matters under which Grantor is obligated under each Lease and shall not restrict or limit Grantor's duties and obligations to keep and perform promptly all of its covenants, agreements and obligations as tenant under each Lease.

(b) Grantor shall at all times fully perform and comply with all the agreements, covenants, terms and conditions imposed upon the tenant under each Lease, and if Grantor shall fail so to do, Beneficiary may (but shall not be obligated to) take any action Beneficiary deems necessary or desirable to prevent or cure any default thereunder including, without limitation, performance of any of the tenant's covenants or obligations under each Lease. Upon Beneficiary's request, Grantor will submit satisfactory evidence of payment of all of its monetary obligations under each Lease (including but not limited to rents, taxes, assessments, insurance premiums and operating expenses). Upon receipt by Beneficiary from the Owner of any written notice of default by Grantor or any other party as tenant thereunder, Beneficiary may rely thereon and take such action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by Grantor or by any party on behalf of Grantor. Beneficiary may pay and expend such sums of money as Beneficiary in its sole discretion deems necessary for any such purpose, and Grantor hereby agrees to pay to Beneficiary, immediately and without demand, all such sums so paid and expended by Beneficiary, together with interest thereon from the date such payment at the Demand Rate. All sums so paid and expended by Beneficiary, and the interest thereon, shall be added to and be secured by the lien of this Deed of Trust.

(c) Grantor shall not surrender its leasehold estate and its interest created under any Lease, nor terminate or cancel any Lease. Any attempted surrender,

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termination or cancellation by Grantor shall be null and void and of no force or effect. If there shall be filed by or against Grantor a petition under the Bankruptcy Code, Grantor, as tenant under any Lease, or any trustee appointed by the Bankruptcy Court in such proceedings, shall immediately (but in no event more than one (1) day after the filing of such petition) notify Beneficiary in writing of Grantor's or the trustee's intent, as the case may be, to assume or reject such Lease pursuant to Section 365(a) of the Bankruptcy Code. If the intent of Grantor or such trustee is to reject such Lease or to take no action under such Section 365(a), and Grantor or Beneficiary has received notification from Beneficiary that, if such is the case, Beneficiary desires an assignment of such Lease, then:

- (i) Grantor (or Beneficiary upon Grantor's failure to do so promptly) shall file, prior to the expiration of the period provided in Section 365(d)(4) of the Bankruptcy Code, a motion with the Bankruptcy Court to assume and assign such Lease to Beneficiary; and
- (ii) Grantor shall bear the burden of establishing with the Bankruptcy Court that Grantor can perform as required by Sections 365(b) and (f) of the Bankruptcy Code.

If Grantor notifies Beneficiary of its intent to assume any Lease, Grantor shall not seek to reject such Lease but shall forthwith (and in all events before the expiration of all applicable time periods for such assumption and assignment) obtain consent from the Bankruptcy Court to assume and assign such Lease for the purposes of this paragraph. Grantor agrees that Beneficiary may at any time apply to the Bankruptcy Court for an extension of any time period for the assumption of such Lease by Grantor and that the protection of Beneficiary's security interest in such Lease shall be deemed sufficient cause for such extension and Grantor shall not oppose any application by Beneficiary for such extension. Grantor agrees that, if for any reason any Lease is rejected pursuant to the provisions of Section 365 of the Bankruptcy Code, Grantor will not take the position that such rejection is a termination of such Lease.

(d) No release or forbearance of any of Grantor's obligations under any Lease, pursuant to such Lease or otherwise, including without limitation Grantor's obligations with respect to the payment of rent as provided for in such Lease and the performance of all the terms, provisions, covenants, conditions and agreements contained in such Lease to be kept, performed or complied with by Tenant therein, shall release Grantor from any of Grantor's obligations under this Deed of Trust. The lien of this Deed of Trust attaches to all of Grantor's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, including, without limitation, all of Grantor's rights to remain in possession of the Property.

(e) If any Owner rejects any Lease pursuant to the Bankruptcy Code, Grantor agrees that it will not elect to treat such Lease as terminated but will elect to remain in possession of the leasehold interest as provided in 11 U.S.C. § 365(h)(1)(A)(ii), make lease payments subject to allowable setoffs under 11 U.S.C. § 365(h) and retain its rights under such Lease.

(f) Unless Beneficiary shall otherwise expressly consent in writing, the title to the Property demised by each Lease and the leasehold estate therein contained shall not merge but shall always remain separate and distinct, notwithstanding the union of the fee title and the leasehold estate by purchase or otherwise, in Owner or Tenant thereunder, or in any other party. In the event Grantor acquires the fee title or any other estate, title or interest in the Property demised under any Lease or any part thereof, the lien of this Deed of Trust, without further act, deed, conveyance or deed of trust on behalf of Grantor shall attach to, cover and be a lien upon such acquired estate, title or interest and such interest shall thereupon be and become a part of the security encumbered by this Deed of Trust with the same force and effect as if specifically encumbered in this Deed of Trust and in the event thereof, upon request of Beneficiary without cost or expense to Beneficiary, Grantor will execute, acknowledge and deliver all such further acts, conveyances, deeds, deeds of trust, and assurances as Beneficiary shall reasonably require to ratify and confirm Beneficiary's lien on the acquired estate, title or interest.

(g) Grantor shall advise Beneficiary in writing of the giving of any notice to Grantor by Owner under each Lease of any default by Grantor as tenant thereunder in the performance or observance of any of the terms, conditions and covenants to be performed or observed by the tenant thereunder and to deliver to Beneficiary a true copy of each such notice.

(h) If any Lease is canceled or terminated, and Beneficiary or its nominee shall acquire an interest in any new lease of the Property demised thereby, Grantor shall have no right, title or interest in or to the new lease or to the leasehold estate created by such new lease.

(i) If any action, proceeding, motion or notice shall be commenced or filed in respect of Owner or the leasehold estate under any Lease in connection with any case (including a case commenced or filed under the Bankruptcy Code), Beneficiary shall have the option, to the exclusion of Grantor, exercisable upon notice from Beneficiary to Grantor, to conduct and control any such litigation with counsel of Beneficiary's choice. Beneficiary may proceed in its own name or in the name of Grantor in connection with any such litigation, and Grantor agrees to execute any and all powers, authorizations, consents or other documents required by Beneficiary in connection therewith. Grantor shall, upon demand, pay to Beneficiary all costs and expenses (including attorneys' fees) paid or incurred by Beneficiary in connection with the prosecution or conduct of any such proceedings.

Any such costs or expenses not paid by Grantor as aforesaid shall be secured by the lien of this Deed of Trust and shall be added to the principal amount of the indebtedness secured hereby. Grantor shall not commence any action, suit, proceeding or case, or file any application or make any motion, in respect of the Lease in any such case without the prior written consent of Beneficiary.

(j) Grantor will use its best efforts to obtain and deliver to Beneficiary within twenty (20) days after written request by Beneficiary, an estoppel certificate from each Owner setting forth (i) the name of the tenant thereunder, (ii) that such Lease has not been modified or, if it has been modified, the date of each modification (together with copies of each such modification), (iii) the rent payable under such Lease, (iv) the date to which all rental charges have been paid by tenant under such Lease, (v) whether there are any alleged defaults by tenant under such Lease and, if so, setting forth the nature thereof in reasonable detail, and (vi) as to such other matters as Beneficiary may reasonably request.

(k) Notwithstanding anything to the contrary contained herein, this Deed of Trust shall not constitute an assumption by Beneficiary of any Lease and Beneficiary shall have no liability or obligation thereunder by reason of its acceptance of this Deed of Trust.

(l) Grantor hereby irrevocably appoints Beneficiary as Grantor's attorney-in-fact (which appointment is coupled with an interest and is irrevocable) to execute any and all documents required by this Article IV and to perform any and all acts required thereby, if Grantor shall fail to do so within five (5) days after demand by Beneficiary.

(m) Grantor shall, promptly after obtaining knowledge thereof, notify Beneficiary of any filing by or against any Owner under any Lease of a petition under the Bankruptcy Code. Grantor shall thereafter forthwith give written notice of such filing to Beneficiary, setting forth any information available to Grantor as to the date of such filing, the court in which such petition was filed, and the relief sought therein. Grantor shall promptly deliver to Beneficiary, following receipt, any and all notices, summonses, pleadings, applications and other documents received by Grantor in connection with any such petition and proceeding related thereto.

4.09. Subleases. Each Additional Lease hereafter made and each renewal of any existing Additional Lease shall provide that, (a) in the event of the termination of the Lease, the Additional Lease shall not terminate or be terminable by the lessee; (b) in the event of any action for the foreclosure of this Deed of Trust, the Additional Lease shall not terminate or be terminable by the subtenant by reason of the termination of the Lease unless the lessee is specifically named and joined in any such action and unless a judgment is obtained therein against the lessee; and (c) in the event that the Lease is terminated as aforesaid, the lessee shall attorn to the lessor under the Lease or to the purchaser at the sale of the Property on such foreclosure, as the case may be.

4.10. Grantor's Acquisition of Fee Estate. In the event that Grantor, so long as any portion of the sums secured hereby remain unpaid, shall be the owner and holder of the fee title to any of the Leasehold Parcels the lien of this Deed of Trust shall be spread to cover Grantor's fee title to such Leasehold Parcels and said fee title shall be deemed to be included in the Property. Grantor agrees, at its sole cost and expense, including without limitation, Beneficiary's reasonable attorney's fees, to (i) execute any and all documents or instruments necessary to subject its fee title to such Leasehold Parcels to the lien of this Deed of Trust; and (ii) provide a title insurance policy which shall insure that the lien of this Deed of Trust is a first lien on Grantor's fee title to such Leasehold Parcels.

ARTICLE V

SPECIAL NEVADA PROVISIONS

Section 5.01 Inconsistencies. In the event of any inconsistencies between the terms and conditions of this Article V and any other terms or conditions of this Deed of Trust, the terms and conditions of this Article V shall control and be binding.

Section 5.02 Remedies Upon Default. Section 2.02 is hereby amended by adding the following Subsection (l):

(l) Without limiting the foregoing, Beneficiary may require Grantor to assemble the Personal Property and make it available to Beneficiary at a place to be designated by Beneficiary. In the event of default, Beneficiary shall be the attorney-in-fact of Grantor with respect to any and all matters pertaining to the Collateral with full power and authority to give instructions with respect to the collection and remittance of payments, to endorse checks, to enforce the rights and remedies of Grantor, and to execute on behalf of Grantor and in Grantor's name any instruction, agreement or other writing required therefor. This power shall be irrevocable and deemed to be a power coupled with an interest. Beneficiary may, in its sole discretion, appoint Trustee as the agent of Beneficiary for the purpose of disposition of the Personal Property in accordance with the Uniform Commercial Code of the state where the Real Property is located. Grantor acknowledges and agrees that a disposition of the Collateral in accordance with Beneficiary's rights and remedies in respect to Real Property as hereinabove provided is a commercially reasonable disposition thereof.

Section 5.03 Assignment of Leases. Section 2.06 is hereby amended by adding the following as Subsection (e):

(e) The collection of Rents and the application thereof by Beneficiary or any receiver obtained by Beneficiary shall not cure or waive any default or notice thereof, or invalidate any act of Beneficiary

pursuant thereto. In the exercise of the powers herein granted Beneficiary, Beneficiary shall not be deemed to have affirmed any Additional Lease or subordinated the lien hereof thereto nor shall any liability be asserted or enforced against Beneficiary, all such liability being hereby expressly waived and released by Grantor. Neither Beneficiary nor any receiver shall be obligated to perform or discharge any obligation, duty or liability under any Additional Lease under or by reason of the assignment contained in this Deed of Trust and Grantor shall and does hereby agree to indemnify Beneficiary and such receiver from and to hold them harmless of and from any and all liability, loss, costs, charges, penalties, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims and demands which they may or might incur by reason of, arising from, or in connection with the Additional Leases, such assignment, any alleged obligations or undertakings on their part to perform or discharge any of the terms, covenants or agreements contained in the Additional Leases, any alleged affirmation of or subordination to the Additional Leases, or any action taken by Beneficiary or such receiver pursuant to any provision of this Deed of Trust. Without limiting the generality of the foregoing, no security deposited by the lessee with the lessor under the terms of any Additional Lease hereby assigned has been transferred to Beneficiary, and Beneficiary assumes no liability for any security so deposited.

Section 5.04 Appointment of Receiver. The holder of this Deed of Trust upon the occurrence of an Event of Default or in any action to foreclose this Deed of Trust or upon the actual or threatened waste to any part of the Collateral, shall be entitled to the appointment of a receiver without notice and without regard to the value of the Collateral as security for the indebtedness secured hereunder, or the solvency or insolvency of any person liable for its payment. Beneficiary may also, at any time after such default, apply to any court of competent jurisdiction for the appointment of a receiver and Grantor agrees that such appointment shall be made upon a prima facie showing of a claimed default without reference to any offsets or defenses against such default. Such receiver shall have all the rights and powers provided Beneficiary pursuant to this section or otherwise provided hereunder or by law. Said receiver may borrow monies and issue certificates therefor. Said certificates shall be lien on the Collateral subordinate only to this Deed of Trust and the Additional Leases; provided, however, that should any of said certificates be acquired by Beneficiary the amount thereof shall constitute additional indebtedness secured hereby. Such receiver may lease all or any portion of the Collateral on such terms and for such a term (which may extend beyond the terms of such receiver's appointment and/or, if Beneficiary so consents, sale of the Collateral hereunder) as such receiver may deem appropriate in its sole and absolute discretion. The entering upon and taking possession of the Collateral pursuant to this section and the collection of the Rents, issues and profits therefrom shall not cure or waive any default or notice of default hereunder or invalidate any act of Beneficiary pursuant thereto.

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Section 5.05 **Power of Sale.** (a) Should default be made by Grantor in payment or performance of any indebtedness or other obligation or agreement secured hereby and/or in performance of any agreement herein, or should Grantor otherwise be in default hereunder, Beneficiary may, subject to Nevada Revised Statutes Section 107.080, declare all sums secured hereby immediately due by delivery to Trustee of a written notice of breach and election to sell (which notice Trustee shall cause to be recorded and mailed as required by law) and shall surrender to Trustee this Deed of Trust and the Note.

(b) After three (3) months shall have elapsed following recordation of any such notice of breach, Trustee shall sell the Collateral subject hereto at such time and at such place in the State of Nevada as Trustee, in its sole discretion, shall deem best to accomplish the objects of these trusts, having first given notice of such sale as then required by law. In the conduct of any such sale Trustee may act itself or through any auctioneer, agent or attorney. The place of sale may be either in the county in which the Collateral to be sold, or any part thereof, is situated, or at an office of the Trustee located in the State of Nevada.

(i) Upon the request of Beneficiary or if required by law Trustee shall postpone sale of all or any portion of the Collateral or interest therein by public announcement at the time fixed by said notice of sale, and shall thereafter postpone said sale from time to time by public announcement at the time previously appointed.

(ii) At the time of sale so fixed, Trustee shall sell the Collateral so advertised or any part thereof or interest therein either as a whole or in separate parcels, as Beneficiary may determine in its sole and absolute discretion, to the highest bidder for cash in lawful money of the United States, payable at time of sale, and shall deliver to such purchaser a deed or deeds or other appropriate instruments conveying the Collateral so sold, but without covenant or warranty, express or implied. Beneficiary and Trustee may bid and purchase at such sale. To the extent of the indebtedness secured hereby, Beneficiary need not bid for cash at any sale of all or any portion of the Collateral pursuant hereto, but the amount of any successful bid by Beneficiary shall be applied in reduction of said indebtedness. Grantor hereby agrees, if it is then still in possession, to surrender, immediately and without demand, possession of said property to any purchaser.

(iii) Trustee shall apply the proceeds of any such sale to payment of expenses of sale and all charges and expenses of Trustee and of these trusts, including cost of evidence of title and Trustee's fee in connection with sale; all sums expended under the terms hereof, not then repaid, with accrued interest at the Demand Rate; all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

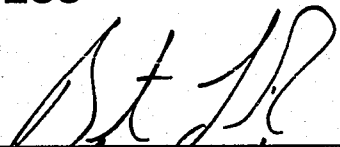
(iv) Beneficiary from time to time before Trustee's sale, may rescind any notice of breach and election to sell by executing, delivering and causing Trustee

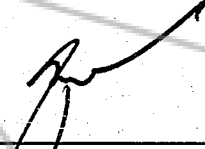
to record a written notice of such rescission. The exercise by Beneficiary of such right of rescission shall not constitute a waiver of any breach or default then existing or subsequently occurring, or impair the right of Beneficiary to execute and deliver to Trustee, as above provided, other notices of breach and election to sell, nor otherwise affect any term, covenant or condition hereof or under any obligation secured hereby, or any of the rights, obligations or remedies of the parties thereunder.

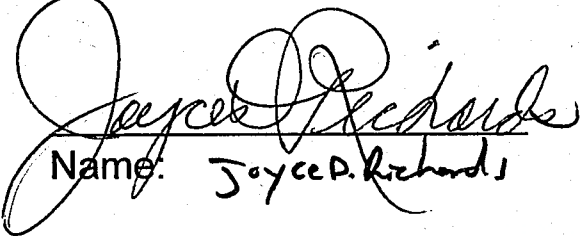
IN WITNESS WHEREOF, Grantor has executed this Deed of Trust as of the date first written above, intending it to be a sealed instrument.

WITNESS

BARUK PETROLEUM INC., a Nevada corporation


Name: Brent L. L.

By: 
Name: Paul A. Morabito
Title: President


Name: Joyce P. Richards

ACKNOWLEDGMENT

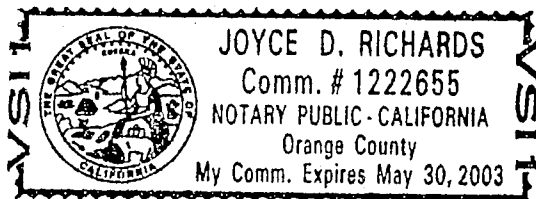
STATE OF California

COUNTY OF Orange

This instrument was acknowledged before me on February 1, 2001 by PAUL A. MORABITO as President of BARUK PETROLEUM INC.

Joyce D. Richards
(Signature of notarial officer)

(seal, if any)



(Title and rank)

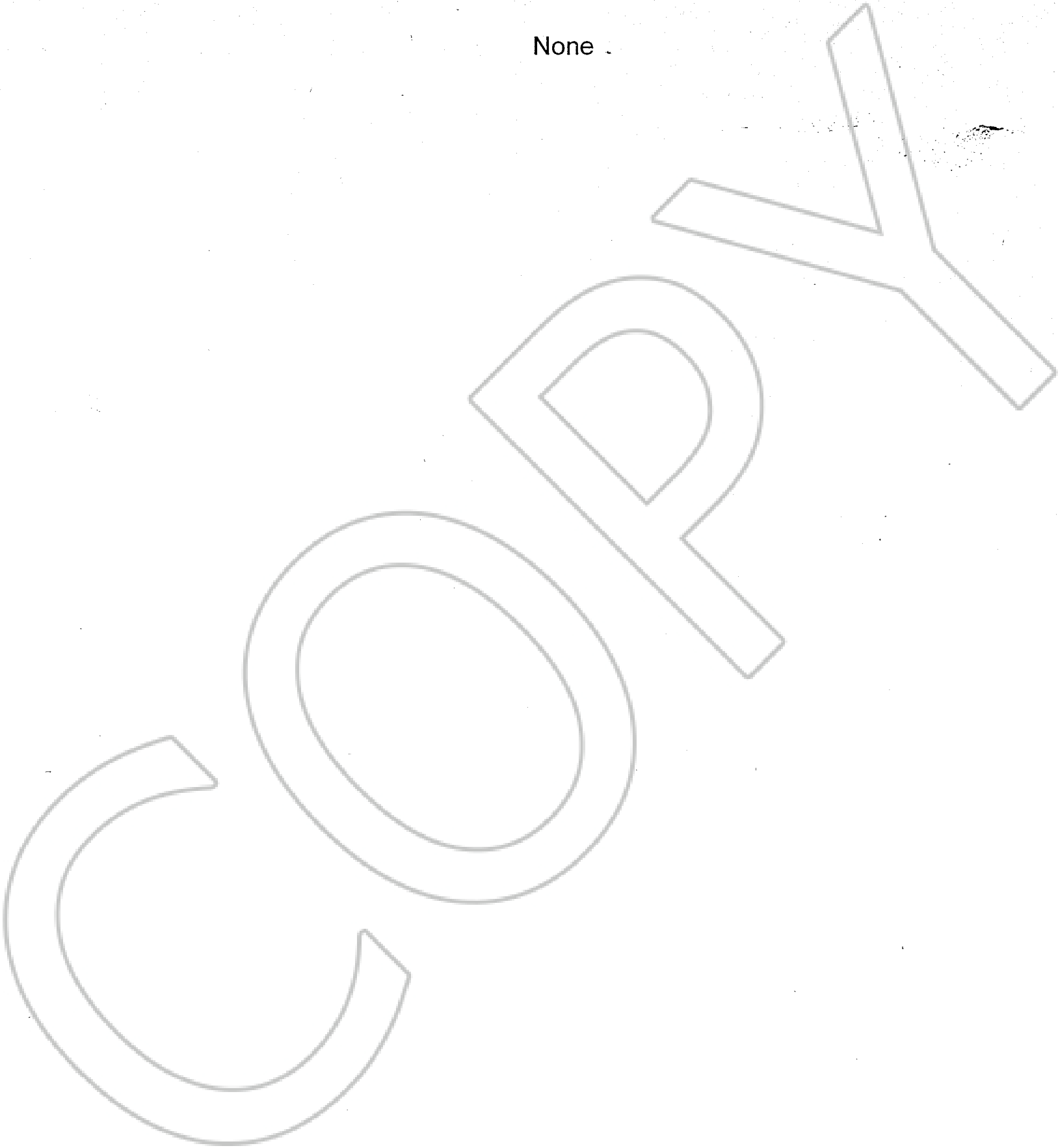
(My commission expires: May 30, 2003)

COPIES

EXHIBIT A

Part 1 - The Occupancy Leasehold Parcels

None



INSERT FOR LEASEHOLD DEED OF TRUST (PART 2)

EXHIBIT A

Part 2 - The Ground Leasehold Parcels

LEASE DESCRIPTIONS AND PROPERTY DESCRIPTIONS FOLLOW

(Insert the following for each Ground Leasehold Parcel:)

ALL THAT CERTAIN SUB-LEASEHOLD ESTATE, which sub-leasehold estate and interest was created by that certain sub-lease dated as of May 14, 1999 executed by Q LUBE, INC., a Delaware corporation, as landlord, and Grantor, as tenant, a short form of which is being recorded concurrently herewith in the Official Records of the County of Churchill, State of Nevada, together with all amendments, supplements, consolidations, extensions, renewals and other modifications of the sub-lease; together with any and all other, further, additional or greater estate, right, title or interest of the Grantor in, to, under or derived from the leasehold estate or Property, as defined in the deed of trust, including, without limitation, Grantor's right to reject the sub-lease under Section 365 of the Bankruptcy Code as more particularly described in Section 1.02 of the Deed of Trust, situate in the State of Nevada, County of Churchill, City of Fallon, described as follows:

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EXHIBIT A

LEGAL DESCRIPTION

Order No.: 00050372

The land referred to herein is situated in the State of Nevada, County of Churchill, City of Fallon described as follows:

A Parcel of land in the Southeast Quarter of the Southeast Quarter of Section 26, Township 19 North, Range 28 East, M.D.B.&M., described as follows:

Commencing at the Southeast corner of said Section 26, thence North $00^{\circ}13'$ East, along the East line of said Section 26, 529.66 feet, to the center line of U.S. Highway No. 50; thence North $71^{\circ}47'$ West, along the center line of said Highway, 1209.34 feet; thence South $01^{\circ}30'$ West, 52.2 feet, to the South boundary of said Highway and the True Point of Beginning; thence South $01^{\circ}30'$ West, 209.16 feet; thence North $89^{\circ}49'$ West, 180.26 feet, to the West line of the Southeast Quarter of the Southeast Quarter of said Section 26; thence North $00^{\circ}11'$ East, along the West line of said Southeast Quarter of the Southeast Quarter, 269.35 feet to the South Boundary of said Highway; thence South $71^{\circ}47'$ East, 194.58 feet to the True Point of Beginning.

APN: 1-261-12

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INSERT FOR LEASEHOLD DEED OF TRUST (PART 2)

EXHIBIT A

Part 2 - The Ground Leasehold Parcels

LEASE DESCRIPTIONS AND PROPERTY DESCRIPTIONS FOLLOW

(Insert the following for each Ground Leasehold Parcel:)

ALL THAT CERTAIN LEASEHOLD ESTATE, which leasehold estate and interest was created by that certain lease dated as of May 14, 1999 executed by Q LUBE, INC., a Delaware corporation, as landlord, and Grantor, as tenant, a short form of which is being recorded concurrently herewith in the Official Records of the County of Douglas, State of Nevada, together with all amendments, supplements, consolidations, extensions, renewals and other modifications of the lease; together with any and all other, further, additional or greater estate, right, title or interest of the Grantor in, to, under or derived from the leasehold estate or Property, as defined in the deed of trust, including, without limitation, Grantor's right to reject the lease under Section 365 of the Bankruptcy Code as more particularly described in Section 1.02 of the Deed of Trust, situate in the State of Nevada, County of Douglas, City of Minden, described as follows:

EXHIBIT A

LEGAL DESCRIPTION

Order No.: 000502343

The land referred to herein is situated in the State of Nevada, County of DOUGLAS COUNTY, described as follows:

PARCEL 1:

A parcel of land located within a portion of the West one-half (W 1/2) of Section 30, Township 13 North, Range 20 East, Mount Diablo Meridian, Douglas County, Nevada described as follows:

Commencing at the Southeast corner of Parcel 1 as shown on the Parcel Map for MINDEN IRONWOOD PARTNERS AND CHARLES H. PAYA recorded in Book 1095 at Page 4101 as Document No. 373418; Douglas County, Nevada, Recorder's Office: thence South 00°18'00" West, 331.08 feet to the POINT OF BEGINNING; thence continuing South 00°18'00" West 113.46 feet; thence North 89°42'00" West 139.64 feet; thence North 00°18'00" East, 113.46 feet; thence South 89°42'00" East, 139.64 feet to the POINT OF BEGINNING.

The basis of Bearing for this description is the South line of Parcel 1 as shown on the Parcel Map for MINDEN IRONWOOD PARTNERS AND CHARLES H. PAYA recorded in Book 1095 at Page 4101 as Document No. 373418, Douglas County, Nevada, Recorder's Office.

Parcel A as shown on the Record of Survey for FOOTHILL DEVELOPMENT GROUP, MINDEN IRONWOOD, (a Commercial Subdivision), recorded April 14, 1997 in Book 497 Page 2055 as Document No. 410525.

APN 1320-30-211-098

PARCEL 2:

Easement rights set forth in the following:

Ingress and egress access easements and utility easements as contained on Parcel Map recorded September 6, 1990, as Document No. 233981, and as contained on Parcel Map recorded October 16, 1991, as Document No. 262864. Access easements contained in Commercial Subdivision Map recorded March 24, 1997, as Document No. 408980.

Reciprocal easements for ingress, egress, utilities and public
Continued on next page

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EXHIBIT A

Continued

access as contained on the Record of Survey Map recorded April 14, 1997, as Document No. 410525.

Ingress and egress easements along common access drives between the parcel and the public streets, and the utility easements, as set forth in Declaration and Establishment of Covenants, Conditions and Restrictions and Grant of Easements, recorded March 24, 1997, as Document No. 408981.

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EXHIBIT B

PERMITTED LIENS

None

COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2001 FEB 13 PM 3:09

LINDA SLATER
RECORDER

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\$45⁰⁰ PAID *Kg* DEPUTY