



012
A. P. No. 1418-27-210-12

Escrow No. 183963-KB2

When recorded mail to:

Maribella, LLC
c/o Law Offices of Art Baram
8159 Santa Monica Blvd., Ste. 200
West Hollywood, CA 90046

**AFFIRMATION PURSUANT TO
NRS 111.312(1)(2) AND 239B.030(4)**

Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, made January 25, 2011,
between ALEKSANDR N. BEKKER, Trustee of THE ALEKSANDR N.
BEKKER REVOCABLE dated August 26, 2010, herein called
"Trustor", whose address is: 1544 7th St #12
Santa Monica, CA 90401, JLM TITLE LLC, a Nevada limited
liability company, dba FIRST CENTENNIAL TITLE COMPANY OF
NEVADA, herein called "Trustee", and MARIBELLA, LLC, a
California limited liability company, herein called
"Beneficiary", whose address is: 8159 Santa Monica Blvd Ste 200
West Hollywood, CA 90046.

W I T N E S S E T H:



That Trustor irrevocably grants to Trustee in trust, with power of sale, all interest of Trustor in that certain property situate in the County of Douglas, State of Nevada, more particularly described as follows:

PARCEL NO. 1:

Lot 9, of Subdivision No. 1, Caverock Cove, Ltd., Tract, according to the Official Map thereof, approved by the Board of County Commissioners of Douglas County, Nevada on August 5, 1936 and filed in the office of the Recorder of Douglas County, Nevada, on the 26th day of September 1936.

PARCEL NO. 2:

Beginning at the Northeast corner of Lot 10 of Subdivision No. 1, Caverock Cove Ltd. Tract, according to the Official Map thereof entitled Subdivision No. 1, Caverock Ltd. Tract, Douglas County, Nevada, Section 27, Township 14 North, Range 18 East, M.D.B.&M., recorded on September 26, 1936, Official Records of Douglas County, Nevada; thence Southwesterly along Pittman Terrace, a distance of 27 feet; thence Northwesterly to a point on the Northwesterly line of Lot 10 a distance of 24.8 feet; Southwesterly from the Northwesterly corner of Lot 10; thence Northwesterly a distance of 24.6 feet to the Northwest corner; thence Southeasterly a distance of 134.6 feet along the Northeasterly line of said Lot 10 which adjoin Lot 9 of Subdivision No. 1, Caverock Cove, Ltd. Tract according to the official map hereinabove mentioned.

PARCEL NO. 3:

Starting at the Northeast corner of Lot 10 of Subdivision No. 1, Caverock Cove Ltd. Tract, as shown on the map thereof recorded on September 26, 1963, Official Records of Douglas County, Nevada; thence Southwesterly along Pittman Terrace a distance of 27 feet; thence Northwesterly in a point on the Northwesterly line of Lot 10 that is 24.8 feet Southwesterly from the Northwesterly corner of Lot 10 24.8 feet Southwesterly from the Northwesterly corner of Lot 10, said point being the true point of beginning; thence continuing along the same course to the point of its intersection with the low water line of Lake Tahoe; thence Northeasterly along said low water line to a point thereon where the same is intersected by the extended Northeasterly line of Lot 9 to said Subdivision and



Tract; thence Southeasterly along said line as extended to the Northwest corner of said Lot 9; thence Southwesterly along the Northwesterly lines of said Lots 9 and 10, to the true point of beginning.

EXCEPTING any portion of the above described property lying within the bed of Lake Tahoe below the line of the natural ordinary low water and also excepting any artificial accretions to the land water ward or the line of natural ordinary low water or if lake level has been artificially lowered, excepting any portion lying below an elevation of 6,223.00 feet, Lake Tahoe datum established by NRS 321.595.

NOTE (NRS 111.312): The above metes and bounds description previously appeared in document recorded December 28, 2000 in Book 1200, Page 5747, as Document No. 505851, Douglas County, Nevada records.

TOGETHER WITH, the tenements, hereditaments and appurtenances thereunto belonging or appertaining; and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, subject, however, to the right of Beneficiary, during any period of default hereunder, and without waiver of such default, to collect said rents, issues and profits by any lawful means, and to apply the same, less costs and expenses of collection, to any indebtedness secured hereby.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal sum of \$1,830,308.00, according to the terms of a promissory note dated February 1, 2009 made by Aleksandr N. Bekker, and assumed by Aleksander N. Bekker, Trustee of the Aleksandr N. Bekker Revocable Trust dated August 26, 2010, pursuant to that certain Assignment of Secured Promissory Note dated December 10, 2010, Trustor, payable to order of Beneficiary, and all extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated herein by reference or contained herein; and (3) payment of such additional sums which may hereafter be loaned to Trustor by Beneficiary when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

AND THIS INDENTURE FURTHER WITNESSETH:

1. Trustor agrees to properly care for and keep said property in good condition and repair; not to alter, remove, damage or demolish any building or improvement thereon; to



complete in a good and workmanlike manner any building or improvement which may be constructed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws, ordinances and regulations relating to any alterations or improvements made thereon; not to commit or permit any waste thereof; not to commit, suffer or permit any act to be done in or upon said property in violation of any law, covenant, condition or restriction affecting said property; to cultivate, irrigate, fertilize, fumigate, prune and/or do any other act or acts, all in a timely and proper manner, which, from the character or use of said property, may be reasonably necessary, the specific enumerations herein not excluding the general.

2. Trustor agrees to pay and discharge all costs, fees and expenses of this trust incurred in connection with any default by Trustor.

3. During the continuance of this trust, Trustor covenants to keep all buildings that may now or at any time be on said property in good repair and insured against loss by fire, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada. Said insurance shall be in such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust, or the maximum full insurable value of such buildings, whichever is less. Said insurance shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured. The policy or policies of said insurance shall be delivered to Beneficiary or to the collection agent of Beneficiary, as further security, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem necessary. The amount collected by Beneficiary under any fire or other insurance policy may be applied by Beneficiary upon the indebtedness secured hereby and in such order as Beneficiary may determine, or, at the option of Beneficiary, the entire amount so collected, or any part thereof, may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

4. Trustor promises and agrees that if, during the existence of this trust, there be commenced or pending any suit or action affecting said property, or any part thereof,



or the title thereto, or if any adverse claim for or against said property, or any part thereof, be made or asserted, he will appear in and defend any such matter purporting to affect the security and will pay all costs and damages arising because of such action.

5. Any award of damages in connection with any condemnation for public use of, or injury to said property, or any part thereof, is hereby assigned and shall be paid to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same affect as herein provided for disposition of proceeds of insurance.

6. Except as may be required by law, Trustee shall be under no obligation to notify any party hereto of any pending sale of said property, whether such sale is by foreclosure or otherwise, or of any action or proceeding in which Trustor or Beneficiary or Trustee shall be a party, unless brought by Trustee.

7. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment, when due, of all other sums so secured or to declare default, as herein provided, for failure to so pay.

8. At any time, and from time to time, without liability therefor, upon written request of Trustor and Beneficiary, 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 said property, Trustee may consent in writing to the making of any map or plat thereof or join in granting any easement thereon.

9. Upon receipt of written request from Beneficiary reciting that all sums secured hereby have been paid and upon surrender of this Deed of Trust and the note secured hereby to Trustee for cancellation and retention, or such other disposition as Trustee, in its sole discretion, may choose, and upon payment of its fees, the Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters of fact shall be conclusive proof of the truth thereof. The Grantee in such reconveyance may be described in general terms as "the person or persons legally entitled thereto".



10. Should Trustor default in the payment of any indebtedness secured hereby, or in the performance of any of the covenants and agreements herein contained or incorporated herein by reference, Beneficiary may declare all sums secured hereby immediately due and payable.

11. The following covenants Nos. 1, 3, 4 (interest 12%), 5, 6, 7 (counsel fees - a reasonable percentage), 8 and 9 of Nevada Revised Statutes 107.030, are hereby adopted and made a part of this Deed of Trust, and, notwithstanding any provision of said covenant No. 7 to the contrary, proceeds of any foreclosure sale shall be distributed pursuant to the provisions of Nevada Revised Statutes 40.462.

12. Trustor agrees to pay any deficiency arising from any cause after application of the proceeds of the sale held in accordance with the provisions of the covenants hereinabove adopted by reference.

13. 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. It is expressly agreed that the Trust created hereby is irrevocable by Trustor.

14. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, reserving, however, unto the Trustee, the right to resign from the duties and obligations imposed herein whenever Trustee, in its sole discretion, deems such resignation to be in the best interest of the Trustee. Written notice of such resignation shall be given to Trustor and Beneficiary.

15. In this Deed of Trust, unless the context requires otherwise, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Beneficiary" includes any future holder of the note secured hereby. The term "Trustor" includes the term "Grantor".

16. If all or any portion of the property which is the subject of this Deed of Trust is conveyed from Trustor by deed, contract, execution, instrument or any other mode or means, voluntarily or involuntarily, not caused by the demise of Trustor, which will effect, in law or equity, a divestiture of Trustor's interest or title in said property,



the note secured hereby shall accelerate and the entire balance of principal and interest, including guaranteed interest, then unpaid, plus any prepayment penalties, shall forthwith become due and payable without notice or demand.

17. This Deed of Trust is subject and subordinate to that certain Deed of Trust in favor of S & M MANAGEMENT LLC, a California limited liability company, recorded concurrently herewith.

TRUSTOR:

Aleksandr N. Bekker, Trustee

STATE OF)
) ss
COUNTY OF)

This instrument was acknowledged before me on _____, 2011, by ALEKSANDR N. BEKKER, Trustee of THE ALEKSANDR N. BEKKER REVOCABLE TRUST dated August 26, 2010.

Notary Public

Jurat attached



State of California)
County of Los Angeles)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

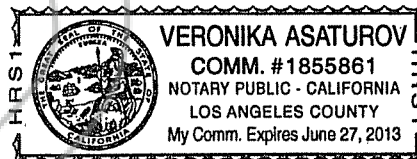
On January 26, 2011 before me, Veronika Asaturov, Notary Public,
(here insert name and title of the officer)

personally appeared Alexander Becker

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Deed of Trust with Assignment of Rents, containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) _____ Title(s) _____
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	