APPROVAL OF RECORDING AND SUBORDINATION BY LENDERS

Lasalle Bank, National Association, as Trustee of Marathon Real Estate CDO 2006-1 Grantor Trust, as successor in interest to Marathon Structured Finance Fund L.P., a Delaware limited partnership (as Beneficiary) under a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on July 26, 2006, as Instrument No. 06-1653225 in the Official Records hereby approves and consents to the recording of this Declaration, and subordinates the lien of said Deed of Trust to the Declaration to which this instrument is attached (subject to the provisions of Sections 6.6 and 6.7 of the Declaration), and to each and every provision thereof and to all easements provided for thereunder, however and whenever granted.

LASALLE BANK, NATIONAL ASSOCIATION,
as Trustee of Marathon Real Estate CDO 2006-1
Grantor Trust

By: Marathon Asset Management, LLC, a
Delaware limited liability company, as
Collateral Manager and Special Servicer

By: _____
Name: _____
Title: _____

Andrew Rabinowitz
Chief Operating Officer
Chief Financial Officer

07 2698762

STATE OF New York)
) ss.
COUNTY OF New York)

On November 20, 2007 before me, the undersigned, personally appeared Andrew Rabinowitz, personally known to me or 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 signatures(s) on the instrument the persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature of Notary

CHAIG H. THALER
Notary Public, State of New York
No. 02TH5055873
Qualified in Westchester County
Commission Expires 2/28/10

07 2698762

Legal

MAY 16 1974

RECORDING REQUESTED BY

419

AND WHEN RECORDED MAIL TO

Name: Rolling Hills Vista
Street Address: 17422 So. Prairie Ave.
City & State: Torrance, Calif. 90504

MAIL TAX STATEMENTS TO

Name: Rolling Hills Vista
Street Address: 17422 So. Prairie Ave.
City & State: Torrance, Calif. 90504

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ None
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale.
( ) Unincorporated area: ( ) City of Torrance, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Phillip R. Nicholson, as Trustee under Trust Agreement dated December 27, 1968

hereby GRANT(S) to

Rolling Hills Vista, a partnership

the following described real property in the city of Torrance
County of Los Angeles, State of California:

That certain parcel of land in the city of Torrance, as more particularly set forth on exhibit "A" attached hereto and consisting of four (4) sheets

Dated May 14, 1974

Phillip R. Nicholson, as Trustee under declaration of trust dated December 27, 1968

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On May 14, 1974 before me, the undersigned, a Notary Public in and for said state, personally appeared

Phillip R. Nicholson

known to me to be the person whose name subscribed to the within instrument and acknowledged that he executed the same.
WITNESS my hand and official seal. As such trustee

Signature Jiro Tsuchimori

Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

(This area for official notarial seal)

Title Order No. Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

T.I. REC MAY 16 74

DOCUMENT

MAY 16 1974

T.T. REC MAY 16 74

EXHIBIT "A" (SHEET #1)

THAT PORTION OF LOT 5 OF TRACT 9765, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND THAT PORTION OF BLOCK 36 OF THE MEADOW PARK TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 15 PAGE 60 OF MISCELLANEOUS RECORDS, OF SAID COUNTY AND THAT PORTION OF BLOCK 12 OF THE WALLTERIA TRACT, IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 17 PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, OF SAID COUNTY AND THOSE PORTIONS OF CANYON ROAD AND CALIFORNIA AVENUE VACATED BY RESOLUTION RECORDED IN ROAD BOOK 12 PAGE 202, RECORDS OF THE BOARD OF SUPERVISORS, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF LOT 5 OF SAID TRACT NO. 9765 WITH THE NORTHWESTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF LOT 27 OF TRACT NO. 15139, AS PER MAP RECORDED IN BOOK 346 PAGES 28 AND 29 OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG SAID PROLONGATION TO AND ALONG THE SOUTHWESTERLY LINE OF SAID LOT 27 AND THE SOUTHEASTERLY PROLONGATION OF SAID SOUTHWESTERLY LINE, SOUTH 64° 42' 15" EAST 2581.29 FEET TO THE MOST WESTERLY CORNER OF LOT 17 OF TRACT NO. 17444, AS PER MAP RECORDED IN BOOK 432 PAGES 6 TO 8 INCLUSIVE OF MAPS, RECORDS OF SAID COUNTY; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID TRACT NO. 17444, AS FOLLOWS: SOUTH 39° 42' 15" EAST 280.00 FEET AND SOUTH 60° 24' 05" EAST 626.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 32 OF SAID TRACT NO. 17444; THENCE ALONG THE SOUTHEASTERLY LINE OF SAID TRACT NO. 17444, NORTH 74° 33' 46" EAST 268.05 FEET TO THE MOST SOUTHERLY CORNER OF LOT 36 OF SAID TRACT NO. 17444; SAID MOST SOUTHERLY CORNER BEING A POINT IN THE NORTHWESTERLY LINE OF CRENSHAW BLVD., NOW ROLLING HILLS ROAD, 100 FEET WIDE, AS SHOWN ON SAID MAP OF TRACT NO. 17444; THENCE ALONG SAID ROLLING HILLS ROAD, SOUTH 22° 27' 10" EAST 512.27 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 950.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 361.85 FEET TO THE NORTHWESTERLY LINE OF THE LAND DESCRIBED AS PARCEL 9-8 IN THE NOTICE OF ACTION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT, CASE NO. C-3246, A COPY OF WHICH WAS RECORDED ON MAY 19, 1971 AS INSTRUMENT NO. 2518 IN BOOK M-3768 PAGE 950, OFFICIAL RECORDS OF SAID COUNTY, SAID NORTHWESTERLY LINE BEING A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1050.00 FEET; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE AN ARC DISTANCE OF 302.06 FEET TO THE TERMINUS OF SAID CURVE THEREIN DESCRIBED; THENCE CONTINUING ALONG SAID NORTHWESTERLY LINE AND THE SOUTHWESTERLY PROLONGATION THEREOF, SOUTH 54° 00' 00" WEST 736.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 3050.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGEE OF 4° 06' 30" AN ARC DISTANCE OF 218.70 FEET; THENCE TANGENT TO SAID CURVE SOUTH 49° 53' 30" WEST 205.07 FEET TO THE SOUTHWESTERLY LINE OF LOT 5 OF SAID

MAY 16 1974

T.T. REC MAY 16 74

EXHIBIT "A" (SHEET #2)

TRACT NO. 9765; THENCE ALONG SAID SOUTHWESTERLY LINE AND THE NORTHWESTERLY PROLONGATION THEREOF, NORTH 44° 42' 30" WEST 3094.67 FEET TO A POINT IN A CURVE CONCENTRIC WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED RADIALLY, FROM THAT CERTAIN CURVE DESCRIBED IN PARCEL 5-16 IN THE NOTICE OF ACTION ENTERED IN LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 849519, RECORDED NOVEMBER 20, 1964 AS INSTRUMENT NO. 6431 IN BOOK M-1682 PAGE 310, OFFICIAL RECORDS OF SAID COUNTY, RECITED THEREIN AS BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1000 FEET, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1050.00 FEET, A RADIAL LINE OF SAID CONCENTRIC CURVE TO SAID POINT BEARS SOUTH 61° 43' 51" EAST; THENCE NORTHERLY ALONG SAID CONCENTRIC CURVE TO THE NORTHWESTERLY LINE OF BLOCK 12 OF SAID WALTERIA TRACT; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED NORTHWESTERLY LINE TO AN ANGLE POINT THEREIN; THENCE PARALLEL WITH THE WESTERLY LINE OF LOT 5 OF SAID TRACT NO. 9765, NORTH 0° 13' 00" EAST TO THE INTERSECTION WITH THE NORTHEASTERLY PROLONGATION OF THE CENTER LINE OF CANYON ROAD, 50.00 FEET WIDE, AS SHOWN ON THE MAP OF SAID WALTERIA TRACT; THENCE NORTHEASTERLY ALONG SAID LAST MENTIONED PROLONGATION TO THE INTERSECTION WITH THE CENTER LINE OF CALIFORNIA AVENUE, 75.00 FEET WIDE, AS SHOWN ON THE MAP OF SAID WALTERIA TRACT; THENCE ALONG SAID LAST MENTIONED CENTER LINE, SOUTH 84° 31' 02" EAST TO THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF MADISON STREET, 25.00 FEET WIDE, AS SHOWN ON THE MAP OF SAID WALTERIA TRACT; THENCE ALONG SAID LAST MENTIONED PROLONGATION, SOUTH 0° 13' 00" WEST TO THE NORTHERLY LINE OF BLOCK 12 OF SAID WALTERIA TRACT; THENCE ALONG SAID NORTHERLY LINE, SOUTH 84° 31' 02" EAST TO THE WESTERLY LINE OF SAID LOT 5 OF TRACT NO. 9765; THENCE ALONG SAID WESTERLY LINE, NORTH 0° 13' 00" EAST TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE FOUR PARCELS HEREINAFTER DESCRIBED AS PARCELS A, B, C AND D:

PARCEL A: THAT PORTION OF BLOCK 36 OF THE MEADOW PARK TRACT, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 15 PAGE 60 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, AND THAT PORTION OF BLOCK 12 OF THE WALTERIA TRACT, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON MAP RECORDED IN BOOK 17 PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF TRACT 4400 AS SHOWN ON MAP RECORDED IN BOOK 72 PAGES 95 AND 96 OF MAPS, RECORDS OF SAID COUNTY, WITH A CURVE CONCENTRIC WITH AND DISTANT SOUTHEASTERLY 50.00 FEET, MEASURED RADIALLY, FROM THAT CERTAIN CURVE DESCRIBED IN PARCEL 5-16 IN THE NOTICE OF ACTION OF LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 849519, RECORDED NOVEMBER 20, 1964 AS INSTRUMENT NO. 6431 IN BOOK M-1682 PAGE 310, OFFICIAL RECORDS OF SAID COUNTY, RECITED THEREIN AS BEING A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1000 FEET, SAID CONCENTRIC CURVE HAVING A RADIUS OF 1050 FEET, A RADIAL LINE OF SAID CONCENTRIC CURVE TO SAID INTERSECTION

MAY 16 1974

EXHIBIT "A" (SHEET #3)

HAVING A BEARING OF SOUTH 61° 41' 51" EAST; THENCE NORTHERLY ALONG SAID CONCENTRIC CURVE TO THE BOUNDARY LINE IN THE NORTHWESTERLY LINE OF BLOCK 12 OF THE WALTERIA TRACT SHOWN ON MAP THEREOF AS HAVING A LENGTH OF 575 FEET; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE TO THE WESTERLY TERMINUS OF THAT CERTAIN COURSE IN THE NORTHERLY LINE OF SAID BLOCK 12 SHOWN ON THE MAP OF SAID WALTERIA TRACT AS HAVING A LENGTH OF 250 FEET; THENCE EASTERLY ALONG SAID NORTHERLY LINE TO THE NORTHEASTERLY CORNER OF SAID BLOCK 12; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID BLOCK 12 AND THE SOUTHERLY PROLONGATION THEREOF TO THE SOUTHEASTERLY PROLONGATION OF THE NORTHEASTERLY LINE OF SAID TRACT 4400; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED PROLONGATION TO THE POINT OF BEGINNING.

PARCEL B: THOSE PORTIONS OF THE SOUTH 25 FEET OF CANYON ROAD AND THE SOUTH 37.50 FEET OF CALIFORNIA AVENUE ADJOINING SAID BLOCK ON THE NORTH, VACATED BY RESOLUTION RECORDED IN ROAD BOOK 12 PAGE 202, RECORDS OF THE BOARD OF SUPERVISORS, BOUNDED ON THE EAST BY THE PROLONGATION SOUTHERLY OF THE WEST LINE OF MADISON STREET AND ON THE WEST BY A LINE DRAWN FROM THE ANGLE POINT IN THE NORTH LINE OF SAID BLOCK 12 AND PARALLEL WITH THE SOUTHERLY PROLONGATION OF SAID WEST LINE;

PARCEL C: THAT PORTION OF LOT 5 OF TRACT NO. 9765, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 TO 12 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 5, DISTANT NORTH 44° 42' 20" WEST 185.59 FEET FROM THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE NORTHWESTERLY LINE OF CRENSHAW BOULEVARD 80 FEET WIDE, AS SHOWN ON CLERK'S FILED MAP NO. 2387, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY; THENCE NORTH 49° 53' 30" EAST 340.07 FEET; THENCE NORTH 72° 23' 53" WEST 13.67 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 672.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 97.65 FEET; THENCE TANGENT TO SAID CURVE NORTH 80° 43' 25" WEST 57.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 340.00 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE AN ARC DISTANCE OF 52.99 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE NORTH 71° 47' 36" WEST 64.81 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 225.00 FEET; THENCE WESTERLY ALONG SAID LAST MENTIONED CURVE AN ARC DISTANCE OF 94.18 FEET; THENCE TANGENT TO SAID LAST MENTIONED CURVE SOUTH 84° 13' 22" WEST 168.62 FEET MORE OR LESS, TO THE SOUTHWESTERLY LINE OF SAID LOT 5; THENCE ALONG SAID SOUTHWESTERLY LINE SOUTH 44° 42' 20" EAST 395.56 FEET MORE OR LESS, TO THE POINT OF BEGINNING.

T.L. REC MAY 1674

MAY 16 1974

T.I. REC MAY 16 74

EXHIBIT "A" (SHEET #4)

PARCEL D: THAT PORTION OF LOT 5 OF TRACT NO. 9765, IN THE CITY OF TORRANCE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 170 PAGES 10 TO 12 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, INCLUDED WITHIN A STRIP OF LAND 10.00 FEET WIDE EXTENDING FROM THE NORTHWESTERLY LINE OF CRENSHAW BOULEVARD 80 FEET WIDE, AS SHOWN ON CLERK'S FILED MAP NO. 2387, ON FILE IN THE OFFICE OF THE COUNTY ENGINEER OF SAID COUNTY, TO THE SOUTHEASTERLY LINE OF THE HEREINABOVE DESCRIBED PARCEL 1, THE SOUTHWESTERLY LINE OF SAID 10.00 FOOT WIDE STRIP OF LAND BEING THE SOUTHWESTERLY LINE OF SAID LOT 5;

ALSO EXCEPT, FROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE PARCEL OF LAND DESCRIBED IN DEED RECORDED JANUARY 4, 1963 AS INSTRUMENT NO. 519 IN BOOK D-1873 PAGE 648, OFFICIAL RECORDS, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH A PLANE OF 500 FEET BELOW THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY THEREON, AS RESERVED BY ELIZABETH SENNESS, ET AL., IN SAID DEED RECORDED JANUARY 4, 1963, AS INSTRUMENT NO. 519 IN BOOK D-1873 PAGE 648, OFFICIAL RECORDS.

ALSO EXCEPT FROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF THE LAND DESCRIBED IN DEED RECORDED AUGUST 2, 1963 AS INSTRUMENT NO. 1236 IN BOOK D-2129 PAGE 919, OFFICIAL RECORDS ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES LYING BENEATH A PLANE OF 500 FEET BELOW THE SURFACE OF SAID LAND, BUT WITHOUT THE RIGHT OF SURFACE ENTRY THEREON, AS RESERVED BY ELIZABETH SENNESS, ET AL., IN SAID DEED RECORDED JANUARY 4, 1963 AS INSTRUMENT NO. 519 IN BOOK D-1873 PAGE 648, OFFICIAL RECORDS.

GRANTOR HEREBY FURTHER EXCEPTS AND RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY AND THE ADJOINING STREETS, ROADS AND HIGHWAYS; PROVIDED, HOWEVER, THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESS OR IMPLIED, BEING EXCEPTED OR RESERVED TO GRANTOR; AND PROVIDED, FURTHER, THAT GRANTOR SHALL NOT, IN EXERCISING SUCH RIGHTS, DO ANYTHING WHICH WILL DAMAGE THE SURFACE OF THE PROPERTY OR ANY STRUCTURES THEREON, AND SHALL NOT CONDUCT ANY DRILLING OR OTHER OPERATIONS OF ANY KIND IN THE FIVE HUNDRED (500) FEET BELOW THE SURFACE OF THE PROPERTY.

GRANTOR FURTHER EXCEPTS AND RESERVES TO ITSELF, ITS SUCCESSORS AND ASSIGNS, THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH THE PROPERTY AND THE ADJOINING STREETS, ROADS AND HIGHWAYS BELOW A DEPTH OF FIVE HUNDRED (500) FEET, AND TO DRILL, EXPLORE FOR, DEVELOP, REDEVELOP, PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, OIL, GAS, WATER AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM BELOW SAID DEPTH ANY AND ALL OPERATIONS DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHT.

Legal

MAY 16 1974

RECORDING REQUESTED BY

435

AND WHEN RECORDED MAIL TO

Name: Cox, Castle, Nicholson & Weekes
Street Address: 1800 Century Park East
Suite 200
City & State: Los Angeles, California 90067
Attention: Phillip R. Nicholson, Esq.

MAIL TAX STATEMENTS TO

Name: Cox, Castle, Nicholson & Weekes
Street Address: 1800 Century Park East
Suite 200
City & State: Los Angeles, California 90067
Attention: Phillip R. Nicholson, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ None
( ) computed on full value of property conveyed, or
( ) computed on full value less value of liens and encumbrances remaining at time of sale,
( ) Unincorporated area: ( ) city of Torrance, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Rollings Hills Vista, a partnership

hereby REMISE(S), RELEASE(S) AND FOREVER QUITCLAIM(S) to

Scottfield Corp., a California corporation

the following described real property in the City of Torrance county of Los Angeles state of California:

As set forth in Exhibit "A" attached hereto and made a part hereof by this reference.

Dated May 14, 1974

ROLLING HILLS VISTA, a partnership
By MAGNOLIA LAND CO., a general partner
By: President
By: Secretary
By SUNNYGLEN CONSTRUCTION CO., INC., a general partner
By President
By Secretary

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.
On May 14, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared

known to me to be the person whose name subscribed to the within instrument and acknowledged that executed the same.
WITNESS my hand and official seal.

Signature

Name (Typed or Printed)
If executed for a Corporation the Corporation Form of Acknowledgment must be used.

OFFICIAL SEAL
JIRO TSUCHINORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

Title Order No. 74-5904 Escrow or Loan No.

MAIL TAX STATEMENTS AS DIRECTED ABOVE

T.I. REC MAY 16 74

00435

MAY 16 1974

RECORDING REQUESTED BY

435

AND WHEN RECORDED MAIL TO

Name: Cox, Castle, Nicholson & Weekes
Street Address: 1800 Century Park East
Suite 200
City & State: Los Angeles, California 90067
Attention: Phillip R. Nicholson, Esq.

MAIL TAX STATEMENTS TO

Name: Cox, Castle, Nicholson & Weekes
Street Address: 1800 Century Park East
Suite 200
City & State: Los Angeles, California 90067
Attention: Phillip R. Nicholson, Esq.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Quitclaim Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

The undersigned grantor(s) declare(s):
Documentary transfer tax is $ None

(TH)

(Corporation or Partner of a Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss

On May 14, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared R. A. Watt known to me to be the President, and Eugene B. Seiden known to me to be the Secretary of Magnolia Land Co. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, such corporation being known to me to be one of the partners of Rolling Hills Vista the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that said partnership executed the same.

WITNESS my hand and official seal.
Signature: Jiro Tsuchimori
Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
LIMITED OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

(This area for official notarial seal)

T.T. REC
MAY 16 74

000435

MAY 16 1974

435

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name: Cox, Castle, Nicholson & Weeks
Street Address: 1800 Century Park East
Suite 200
City & State: Los Angeles, California 90067
Attention: Phillip R. Nicholson, Esq.

MAIL TAX STATEMENTS TO

Name: Cox,
Street Address: 180
Suit
City & State: Los
Att

T.T. REC MAY 16 74

TO AS

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to act
Corp

STAT,

ration as a Partner of a Partnership

E OF CALIFORNIA
ITY OF Los Angeles } ss.

May 14, 1974 before me, the undersigned, a Notary Public in and for State, personally appeared Kenneth Battram known to me to be the President, and Beatrice Koehler known to me to be the retary of Sunnyglen Construction Co., Inc. the corporation that executed within instrument and known to me to be the persons who cuted the within instrument on behalf of said corporation, corporation being known to me to be one of the partners of Rolling Hills Vista the partnership executed the within instrument, and acknowledged to me such corporation executed the same as such partner and such partnership executed the same.

TNESS my hand and official seal.

Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
PRINC. PAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

(This area for official notarial seal)

STAPLE HERE

00435

MAY 16 1974

T.T. REC MAY 16 74

EXHIBIT "A"

All oil, gas and other hydrocarbons, geothermal resources as defined in Section 6903 of the California Public Revenue Code and all other minerals and substances, whether similar to those herein specified or not, within or that may be produced from the real property described herein or the adjoining streets, roads or highways, now or at any time hereafter situated in and under the real property and lying below a depth of 500 feet measured from the surface of said real property, together with the sole and exclusive right from time to time to maintain wells or other works into or through said real property and adjoining streets, roads and highways below a depth of 500 feet and to drill, explore for, develop, redevelop, produce, inject, store and remove from and through such wells or works, the minerals or substances referred to herein, including the right to perform below said depth any and all operations necessary or convenient for the exercise of such right, but without any right to enter upon the surface for extraction or removal of any substance or mineral referred to herein, and without any right to penetrate or to pass through the 500 foot space immediately below said surface for purposes of such extraction or removal.

The real property is described as follows:

DESCRIPTION ATTACHED HERETO AS "EXHIBIT 'B'"

DOCUMENT

TO QUITCLAIM DEED

MAY 16 1974

EXHIBIT "B"

PARCEL I:

That portion of Block 36 of the Meadow Park Tract, in the city of Torrance, in the county of Los Angeles, state of California, as shown on map recorded in Book 15 Page 60 of Miscellaneous Records, in the office of the county recorder of said county, and that portion of Block 12 of the Walteria Tract, in said city, county and state, as shown on map recorded in Book 17 Pages 55 and 56 of Miscellaneous Records, in the office of the County Recorder of said county, described as follows:

Beginning at the intersection of the Southeasterly prolongation of the Northeasterly line of Tract 4400 as shown on map recorded in Book 72 Pages 95 and 96 of Maps, Records of said county, with a curve concentric with and distant Southeasterly 50.00 feet, measured radially, from that certain curve described in Parcel 5-16 in the Notice of Action of Los Angeles Superior Court Case No. 849519, recorded November 20, 1964 as Instrument No. 6431 in Book M-1682 Page 310, Official Records of said county, recited therein as being a curve concave to the Northwest and having a radius of 1000 feet, said concentric curve having a radius of 1050 feet, a radial line of said concentric curve to said intersection having a bearing of South 61° 41' 51" thence Northerly along said concentric curve to the boundary line in the Northwesterly line of Block 12 of the Walteria Tract shown on map thereof as having a length of 575 feet; thence Northeasterly along said Northwesterly line to the Westerly terminus of that certain course in the Northerly line of said Block 12 shown on the map of said Walteria Tract as having a length of 250 feet; thence easterly along said Northerly line to the Northeasterly corner of said Block 12; thence Southerly along the Easterly line of said Block 12 and the Southerly prolongation thereof to the Southeasterly prolongation of the Northeasterly line of said Tract 4400; thence Northwesterly along said last mentioned prolongation to the point of beginning.

PARCEL II:

Those portions of the South 25 feet of Canyon Road and the South 37.50 feet of California Avenue adjoining said Block 12 on the North, vacated by Resolution recorded in Road 12 Page 202, Records of the Board of Supervisors, bounded on the east by the prolongation Southerly of the West line of Madison Street and on the West by a line drawn from the angle point in the North line of said Block 12 and parallel with the Southerly prolongation of said west line.

T.T. REC MAY 16 74

#5

BK D2728 PG 439

3327

RECORDED AT THE REQUEST OF THE COUNTY OF LOS ANGELES. WHEN RECORDED RETURN TO THE BOARD OF SUPERVISORS.

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CALIF.
38 Min. Past 9 A.M. DEC 10 1964
RAY E. LEE, County Recorder

FREE 4V

Space above this line for Recorder's use

DEED

FOR A VALUABLE CONSIDERATION, *receipt of which is hereby acknowledged,*
PALOS VERDES PROPERTIES, a partnership

does hereby grant to the COUNTY OF LOS ANGELES, *all that real property in the* City of Torrance, *County of Los Angeles, State of California, described as*

Parcel 5-15:

That portion of that certain parcel of land in Block 12, Walteria, as shown on map recorded in Book 17, pages 55 and 56, of Miscellaneous Records, in the office of the Recorder of the County of Los Angeles and in Meadow Park Tract, as shown on map recorded in Book 15, page 60, of said Miscellaneous Records, described in deed to Palos Verdes Corporation, recorded as Document No. 2567, on January 30, 1948, in Book 26336, page 320, of Official Records, in the office of said recorder, which lies within a strip of land 100 feet wide, lying 50 feet on each side of the following described center line:

Commencing at the intersection of the center line of Hawthorne Boulevard with the center line of Palos Verdes Drive North, as said intersection is shown on map of Tract No. 21758, recorded in Book 617, pages 55, 56 and 57, of Maps, in the office of said recorder; thence South 11° 35'10" East along said last mentioned center line 0.29 feet; thence North 50°45'02" East 367.04 feet to the beginning of a curve concave to the northwest, tangent to said last mentioned course and having a radius of 2500 feet; thence northeasterly along said curve through a central angle of 3° 26' 52" a distance of 150.44 feet; thence North 47° 18' 10" East 822.42 feet to the beginning of a curve concave to the southeast, tangent to said last mentioned course and having a radius of 2500 feet; thence northeasterly along said last mentioned curve through a central angle of 9° 15' 13" a distance of 403.77 feet; thence North 56° 33' 23" East 1175.09 feet to a point, said point being the true point of beginning, said point also being the beginning of a curve concave to the northwest, tangent to said last mentioned course and having a radius of 1000 feet; thence northeasterly along said last mentioned curve 631.24 feet to a point hereby designated "Point A"; thence continuing northerly along said last mentioned curve 250.00 feet to a point hereby designated "Point B"; thence continuing northerly along said last mentioned curve 500.00 feet.

To be known as HAWTHORNE BOULEVARD

Together with easements for, and the right to construct, maintain, operate and use, storm drains and appurtenant structures in and across the real property in above mentioned county, described as follows:

Parcel 5-15D.1:

That portion of above mentioned certain parcel of land in above mentioned Block 12 and in above mentioned Meadow Park Tract within the following described boundaries:

Commencing at above designated "Point B" in the center line of the 100 foot strip of land above described in Parcel 5-15; thence South 83° 56' 06" East along a prolonged radial of the 1000 foot radius curve

3327

above described in said Parcel 5-15 a distance of 115.00 feet; thence South 22° 46' 07" West 153.02 feet to the beginning of a curve concave to the east, tangent to said last mentioned course and having a radius of 1139.41 feet; thence southerly along said last mentionned curve through a central angle of 4° 22' 34" a distance of 87.03 feet to the beginning of a reverse curve concave to the northwest and having a radius of 1075 feet; thence southwesterly along said reverse curve to a point in the southwesterly boundary of the City of Torrance as same existed on February 14, 1964, said last mentioned point being the true point of beginning; thence North 44° 42' 52" West along said southwesterly boundary to a curve concentric with and 10 feet northwesterly, measured radially, from said reverse curve; thence northeasterly along said concentric curve to a line parallel with and 5 feet southerly, measured at right angles, from a prolonged radial of said 1000 foot radius curve at above designated "Point A"; thence North 69° 36' 39" West along said parallel line 14.35 feet to the easterly boundary of said 100 foot strip of land; thence northerly along said easterly boundary 10.00 feet to a line parallel with and 5 feet northerly, measured at right angles, from said last mentioned prolonged radial; thence South 69° 36' 39" East along said last mentioned parallel line 14.34 feet to said concentric curve; thence northerly along said concentric curve to a curve concentric with and 10 feet westerly, measured radially, from said 1139.41 foot radius curve; thence northerly along said last mentioned concentric curve through a central angle of 4° 22' 34"; thence North 67° 13' 53" West 5.00 feet; thence North 22° 46' 07" East 153.02 feet; thence South 67° 13' 53" East 30.00 feet; thence South 22° 46' 07" West 153.02 feet; thence North 67° 13' 53" West 5.00 feet to a curve concentric with and 10 feet easterly, measured radially, from said 1139.41 foot radius curve; thence southerly along said last mentioned concentric curve to a curve concentric with and 10 feet easterly, measured radially, from said reverse curve; thence southwesterly along said last mentioned concentric curve to said southwesterly boundary; thence North 44° 42' 52" West along said southwesterly boundary to said true point of beginning.

Also together with slope easements for, and the right to construct, maintain, operate, and use, cuts and/or fills and appurtenant structures in and across the real property in above mentioned county, described as follows:

Parcel 5-15S.1:

That portion of above mentioned certain parcel of land in above mentioned Block 12 and in above mentioned Meadow Park Tract, within the following described boundaries:

Beginning at the intersection of the southeasterly boundary of the 100 foot strip of land above described in Parcel 5-15 with the above mentioned southwesterly boundary; thence northeasterly and northerly along said southeasterly boundary and the easterly boundary of said 100 foot strip of land 139.67 feet to the course above described in Parcel 5-15D.1 as having a length of 14.35 feet; thence South 69° 36' 39" East along said course 14.35 feet to the concentric curve described first in said Parcel 5-15D.1; thence southerly and southwesterly along said concentric curve to said southwesterly boundary; thence North 44° 42' 52" West along said southwesterly boundary 15.22 feet to the point of beginning.

(continued)

Parcel 5-15S.2:

That portion of above mentioned certain parcel of land in above mentioned Block 12 and in above mentioned Meadow Park Tract, within the following described boundaries:

Beginning at the intersection of the southeasterly boundary of the 100 foot strip of land above described in Parcel 5-15 with above mentioned southwesterly boundary; thence South 44° 42' 52" East along said southwesterly boundary 80.22 feet; thence North 34° 40' 43" East 124.61 feet; thence North 12° 24' 38" East 455.97 feet; thence North 19° 55' 34" West 159.87 feet to the northwesterly line of the southeast half of Canyon Road, now vacated, as shown on first above mentioned map; thence southwesterly along said northwesterly line 56.99 feet to the easterly boundary of said 100 foot strip of land; thence southerly and southwesterly along said easterly and southeasterly boundaries to the point of beginning.

Excepting from last described parcel of land that portion thereof which lies within above described Parcel 5-15D.1.

Also excepting from last described parcel of land that portion thereof which lies within above described Parcel 5-15S.1

It is understood that said Grantor grants easements and rights over, across, or in the above described land in which said Grantor has an interest and only to the extent of such interest.

~~It is understood that said undersigned grantor grants only that portion of the above described land in which said grantor has an interest.~~

Dated November 17, 19 64.

PALOS VERDES PROPERTIES, a partnership

By Asst. General Manager and Agent

by Asst. General Manager and Agent

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS

On this ..... day of ..... 19.....
before me, the undersigned, a Notary Public in and for said County and State, personally appeared

.....

.....

.....

known to me to be the person.... whose name .... subscribed to the within instrument and acknowledged that ..... executed the same.

WITNESS my hand and official seal.

(Seal) Notary Public in and for said County and State.

NOTARY — PRINT NAME HERE

FOR HAWTHORNE BOULEVARD
15S.2, 15D.1
Search No. 5 Parcel 5-15, 15S.1,
Index Map R-7102
Supervisorial District No.

Note. Corporation acknowledgment form on reverse side.

33327

BK D2728 PG 442

STATE OF CALIFORNIA } ss.
County of Los Angeles

On this ..... day of ....., in the year 19....., before me, WILLIAM G. SHARP, County Clerk and ex-officio Clerk of the Superior Court in and for said County, personally appeared .....

..... known to me to be the person ... whose name ..... subscribed to the within instrument, and acknowledged to me that ... he ... executed the same.

... and year in this

(Agent of Partnership)

TI

...perior Court

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

...puty Clerk.

On November 17, 1964, before me, the undersigned, a Notary Public in and for said state, personally appeared M.J.Steponovich and John G. Nordin, known to me to be the agents of the partnership that executed the within instrument and acknowledged to me that they executed the same for and on behalf of said partnership and that said partnership executed the same.

...a Notary Public

WITNESS my hand and official seal.

Signature Olive J. Stevens

Olive J. Stevens
Name (Typed or Printed)

[redacted] ...to me ...owledged to me ...directors.

My Commission Expires February 15, 1967

(This area for official notarial seal) ...and State.

NOTARY — PRINT NAME HERE

Approved as to Acquisition by
THE REGIONAL PLANNING COMMISSION

..... 19.....

By .....

APPROVED: DEC 30 1964 19.....
JOHN A. LAMBIE, County Engineer

As to execution:

By A. Coggione
Deputy County Engineer

As to description:

By A. Coggione
Deputy County Engineer

STAPLE HERE

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant to the County of Los Angeles, a governmental agency, is hereby accepted under authority of a resolution adopted by the Board of Supervisors of said County on February 17, 1959, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated DEC 9 1964

By Herbert G. Sarber

CHIEF DIVISION OF RIGHT OF WAY
DEPARTMENT OF REAL ESTATE MANAGEMENT

RECORDING REQUESTED BY
COUNTY SANITATION DISTRICT
NO. 2 OF LOS ANGELES COUNTY

WILL CALL

1657

RECORDED IN OFFICIAL RECORDS
OF LOS ANGELES COUNTY, CALIF.
55 Min. Past 10 AM DEC 14 1970
RAY E. LEE, Registrar-Recorder

#6

AGREEMENT

THIS AGREEMENT, made this 2nd day of December, 1970, by COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY, hereinafter referred to as "District," and PHILLIP R. NICHOLSON, an individual, hereinafter referred to as "Nicholson."

W I T N E S S E T H

FREE 16N

DEC 14 1970

WHEREAS, District is presently operating a refuse disposal site known as the Palos Verdes Landfill; and

WHEREAS, District is negotiating for the acquisition of an additional 31.3 acres of land in order to expand that portion of the landfill located between Crenshaw and Hawthorne Boulevards; and

WHEREAS, the acquisition of said property and the operation of a landfill thereon is contingent on successful negotiations with the owners thereof and is subject to the prior consent of the City Council of the City of Rolling Hills Estates and the issuance thereby of a conditional use permit; and,

WHEREAS, Nicholson, as Trustee, owns and is proceeding with the development of certain properties within the City of Torrance adjoining said 31.3 acre parcel, which property is described in Exhibit "A" hereto; and,

WHEREAS, in order for the District to carry out its landfill expansion program, it is necessary to make certain excavations on the property described in Exhibit "A" hereto; and,

WHEREAS, the land development contemplated by Nicholson requires that surplus earth be exported therefrom; and,

WHEREAS, said surplus earth can be used by District for cover material in its landfill operation; and

1657

WHEREAS, it is to the mutual benefit of the parties hereto to develop a cooperative grading plan for the adjoining properties.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereafter contained, it is agreed:

1. Nicholson hereby grants to District an easement to enter onto the property described in Exhibit "A" hereto and to excavate and perform grading in the manner and to the extent described on the grading plan attached hereto as Exhibit "B." The term of the easement granted hereby shall be five years from the date hereof.

District agrees, within a period of five years from the date hereof, to perform such excavation and grading and to dispose of all earth resulting therefrom outside of the property described in Exhibit "A" hereto.

2. District agrees, within a period of five years from the date hereof, to excavate and remove from the property described in Exhibit "A" hereto, in addition to that earth which it has agreed to excavate and remove as provided in paragraph 1 above, earth in such amounts and from such locations as specified in such written requests as are made from time to time by Nicholson up to the difference between 2,000,000 bank cubic yards and the amount of earth it has agreed to excavate as provided in paragraph 1. Any such request for excavation will, in any event, be made in time to permit its completion within five years from the date hereof. Such excavation shall be carried out in accordance with prevailing District procedures and shall be accomplished as promptly as the District's requirements for men and material will permit.

3. District agrees to obtain all permits and pay all fees required in connection with the grading and excavation described in paragraph 1.

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4. Nicholson hereby agrees to permit to be drained on the property described in Exhibit "A" hereto at the point shown on Exhibit "B" hereto or at such other point as the parties hereto may later agree upon, the storm runoff from the future slopes of District's proposed 31.3 acre acquisition, as such slopes are indicated by the contours shown on Exhibit "B". Nicholson shall have full responsibility for providing such facilities as are necessary to convey said storm water from said point of discharge to adequate downstream water courses or storm drains.

In order that Nicholson may adequately plan for such drainage facilities as might be required, District shall routinely inform Nicholson as to the progress of the excavation work and shall provide Nicholson at least six months advance notice before carrying out any grading that would affect the normal flow of storm waters onto the property described in Exhibit "A" hereto.

5. The rights and duties of the parties herein are subject to the prior acquisition by District of the 31.3 acre parcel heretofore referred to and of the consent of the City Council of Rolling Hills Estates to the operation of a landfill thereon and the obtaining of such other permits as are necessary to commence and maintain such operation. Should District be unable to obtain said property, consent or permits, it shall immediately so notify Nicholson in writing, at which time this Agreement shall terminate and the parties be relieved of all further rights and duties hereunder, provided that said notification was made within six months from the date hereof.

6. District hereby agrees to hold Nicholson harmless from all claims, demands, liability or loss which may arise because of District's excavation and grading operations on the property described on Exhibit "A" hereto including mechanics and material liens.

7. The benefits and obligations of the covenants herein shall run with the land described in Exhibit "A" hereto and shall bind all future owners and the parties hereto, their successors and assigns. This document shall be recorded in the office of County Recorder of Los Angeles County.

IN WITNESS WHEREOF, the parties hereto have subscribed their names on the day and year first above written.

APPROVED:

John D. Parkhurst, Chief
Engineer and General Manager

APPROVED AS TO FORM:
KNAPP, GILL, HIBBERT & STEVENS

By B. Richard Marsh
B. Richard Marsh

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

By Burton W. Chace
Chairman, Board of Directors

ATTEST.

J. R. Foster, Secretary

PHILLIP R. NICHOLSON, Trustee

Phillip R Nicholson, trustee

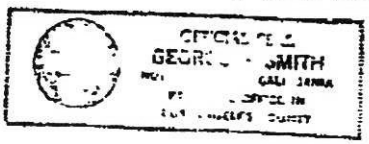
DEC 14 1970

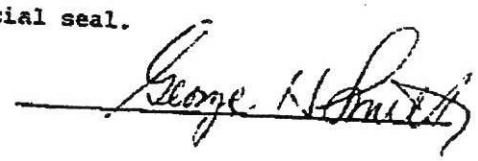
1657

STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES)

On this 2nd day of December, 1970, before me, a Notary Public in and for said county and state, personally appeared Burton W. Chace, known to me to be the Chairman, Board of Directors, of County Sanitation District No. 2 of Los Angeles County, and known to me to be the person who executed the within instrument on behalf of said public agency and acknowledged to me that such public agency executed the same.

Witness my hand and official seal.





GEORGE H. SMITH
My Commission Expires March 28, 1971

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 2nd day of December, 1970, before me, a Notary Public in and for said county and state, personally appeared PHILLIP R. NICHOLSON, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Witness my hand and official seal.

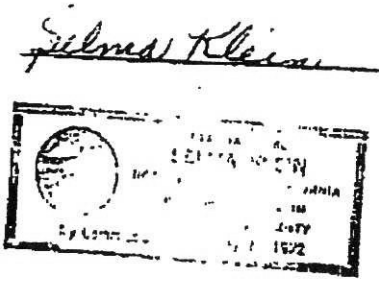


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EXHIBIT A

LEGAL DESCRIPTION

That portion of Lot 5 of Tract No. 9765, in the city of Torrance, in the county of Los Angeles, state of California, as per map recorded in book 170 pages 10 to 12 inclusive of maps, in the office of the county recorder of said county, described as follows:

Beginning at the most westerly corner of Tract No. 17444, as per map recorded in book 432 pages 6 to 8 inclusive of maps, in the office of the county recorder of said county, being also the most southerly corner of Tract No. 14475, as per map recorded in book 363 page 38 of maps, in the office of the county recorder of said county; thence along the southerly boundary line of said Tract No. 14475, North 64°42'15" West 9.21 feet to the TRUE POINT OF BEGINNING; thence South 25°17'45" West 245 feet; thence South 64°42'15" East 280 feet; thence South 38°08'21" East 67.08 feet; thence South 64°42'15" East 70 feet; thence south 60°24'05" East 417 feet; thence South 3°44'20" West 120 feet; thence South 23°57'40" East 163 feet; thence South 51°15'40" East 280.32 feet to a point in the westerly line of Rolling Hills Road, formerly Crenshaw Boulevard, 100 feet wide, said westerly line being a curve concave northwesterly having a radius of 950 feet which is tangent at its northeasterly end to the southerly terminus of that certain course having a length of 321.13 feet in the westerly line of Crenshaw Boulevard, as shown on said map of Tract No. 17444, a radial line of said curve from said point bears North 62° 16'30" West; thence southerly along said curved westerly line, through a central angle of 17°58'12", an arc distance of 297.95 feet to the northeasterly terminus of that certain curve concave

EXHIBIT A

-1-

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1657

southeasterly having a radius of 1040 feet and an arc length of 277.96 feet in the northwesterly line of Crenshaw Boulevard, as described in the final decree of condemnation entered in Case No. 594743, Superior Court, a certified copy, thereof being recorded in book 41197 page 276, Official Records, in said county recorder's office, a radial line of said curve from said northeasterly terminus bears South 20°41'12" East; thence along said Crenshaw Boulevard, southwesterly along said curve, through a central angle of 15°18'48", an arc distance of 277.96 feet and thence tangent to said curve South 54°00'00" West 634.69 feet to the most easterly corner of the land described in Exhibit "A" attached to the modification of lease recorded on January 4, 1963, as Instrument No. 2203, in book M-1172 page 950, of said Official Records; thence along the northerly Boundary of said last mentioned land, the following courses:

North 82°46'11" West 118.68 feet to the beginning of a tangent curve concave northerly having a radius of 535 feet, westerly along said curve an arc distance of 96.84 feet tangent to said curve North 72°23'53" West 75.24 feet to the beginning of a tangent curve concave southerly having a radius of 702 feet, westerly along said curve, an arc distance of 102.01 feet, tangent to said curve North 80°43'25" West 57.47 feet to the beginning of a tangent curve concave northerly having a radius of 310 feet, westerly along said curve, an arc distance of 48.31 feet, tangent to said curve North 71°47'36" West 64.81 feet to the beginning of a tangent curve concave southerly having a radius of 255 feet, westerly along said curve, an arc distance of 106.74 feet and thence tangent to said curve South 84°13'22" West 192.85 feet to the southwesterly line of said Lot 5; thence along said southwesterly line North 44°42'20" West 1858.92 feet to the westerly line of said Lot 5; being the southerly prolongation of the center line of that portion of Madison

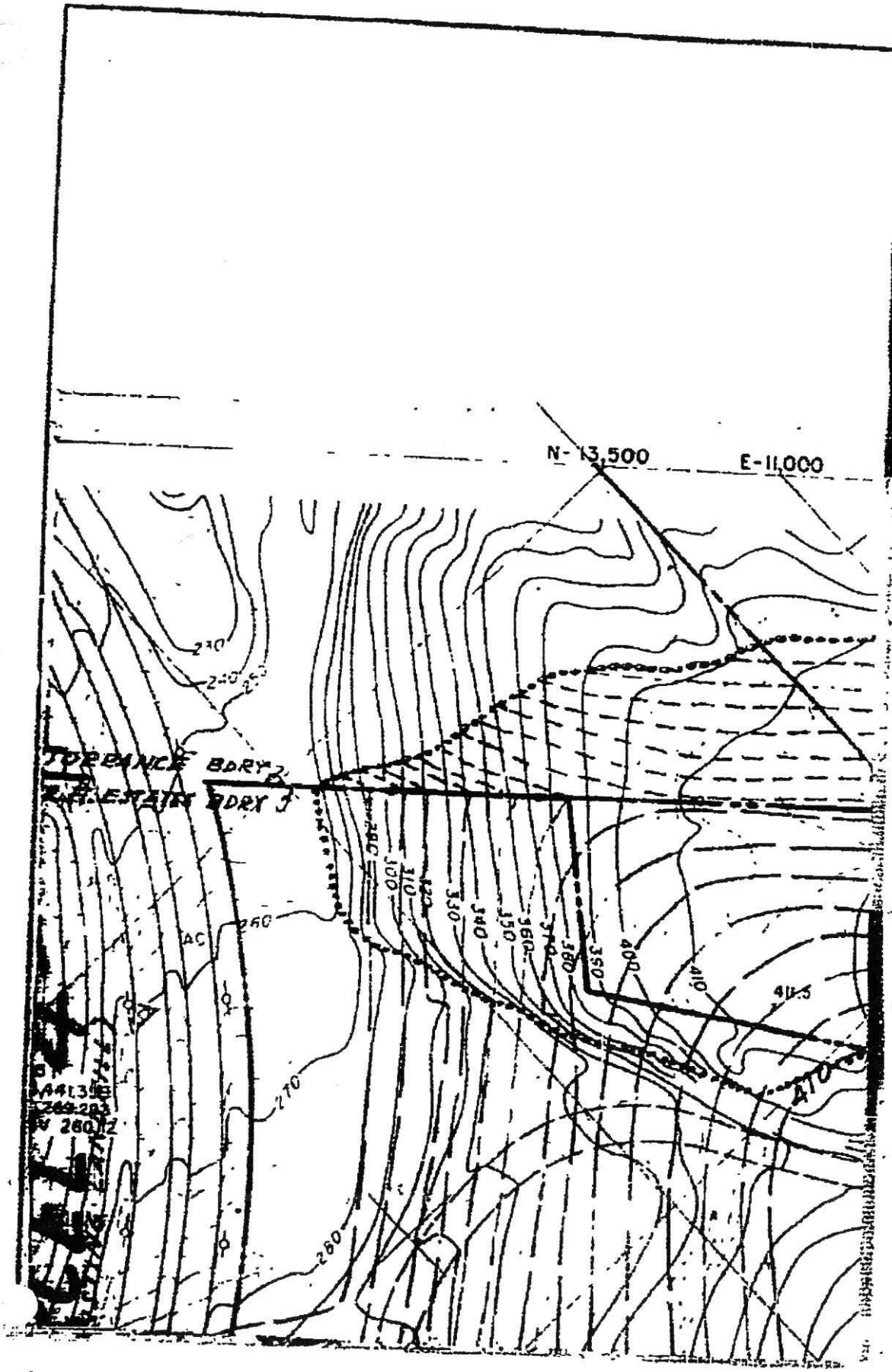
EXHIBIT "A"

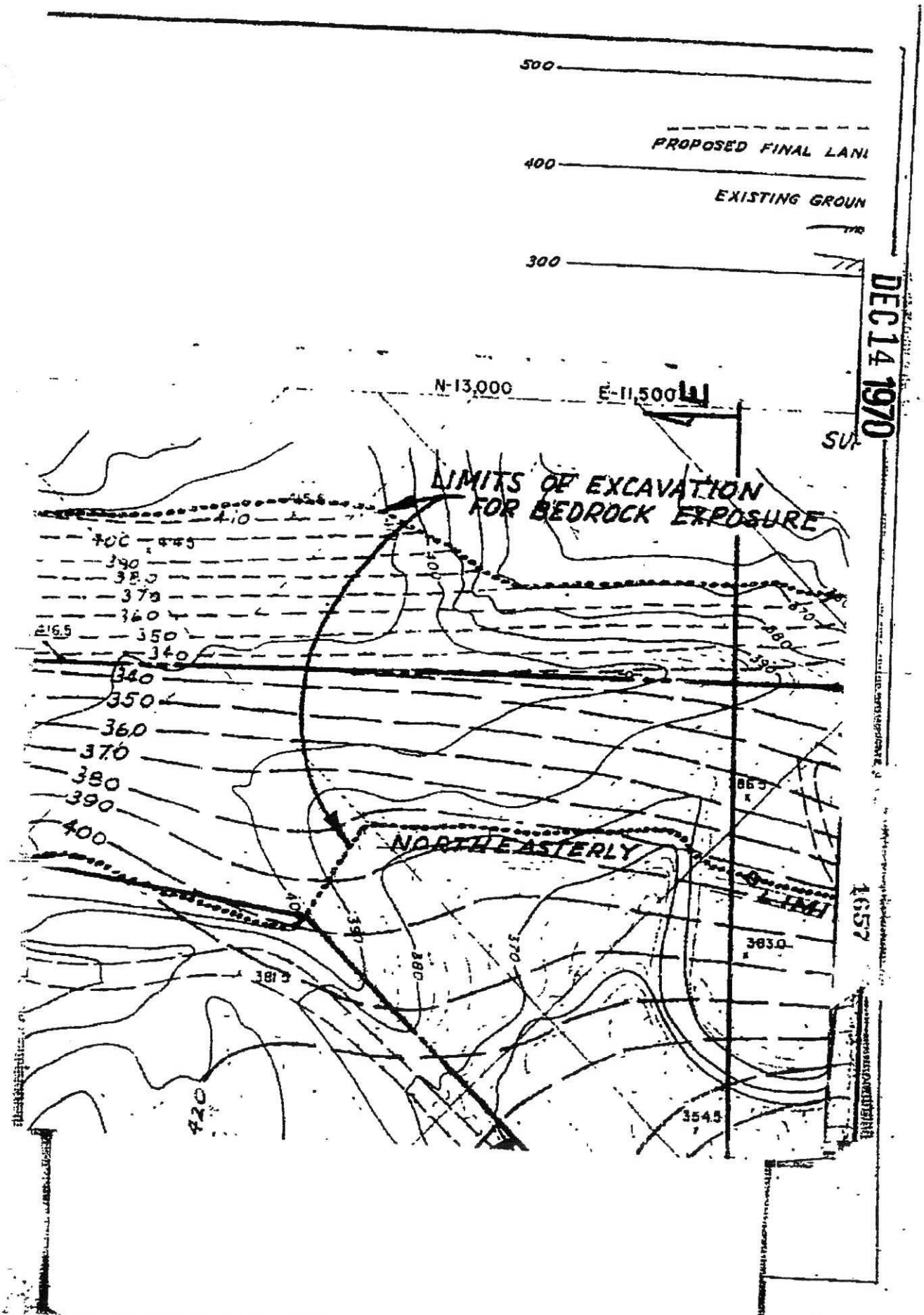
Street, shown as 60 feet wide on the map of Tract No. 15139, recorded in book 346 pages 28 and 29 of Maps, in said office of the county recorder; thence along said westerly line and prolonged center line, North 0°13'00" East 1414.90 feet to the northwesterly prolongation of said southerly boundary line of said Tract No. 14475; thence along said prolonged line south 64°42'15" East 2421.95 feet to the TRUE POINT OF BEGINNING.

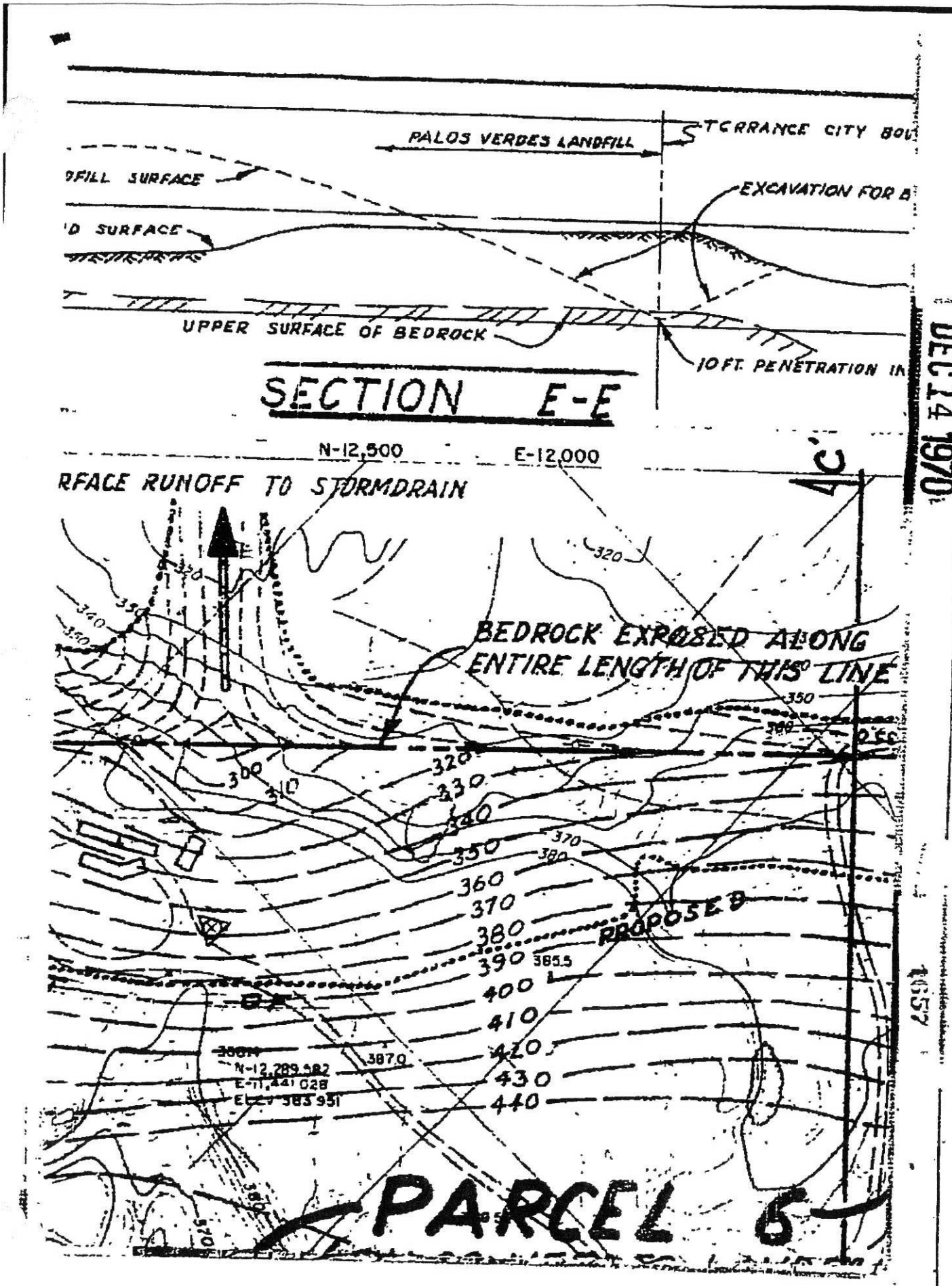
EXCEPT that portion lying northeasterly and northwesterly of the following described lines:

Beginning at the northeasterly terminus of that certain course recited above as "South 54°00'00" West 634.69 feet"; thence South 54°00'00" West 234.69 feet to the TRUE POINT OF BEGINNING; thence leaving said boulevard, North 36°00'00" West 225 feet; thence South 54°00'00" West 416.11 feet to a point in a non-tangent curve concave northeasterly having a radius of 385 feet, a radial line of said curve from said point bears North 14°16'03" East; thence northwesterly along said curve, through a central angle of 3°20'04", an arc distance of 22.41 feet; thence tangent to said curve North 72°23'53" West 58.02 feet to a line that is parallel with and distant 500 feet northeasterly, measured at right angles, from the southwesterly line and northwesterly prolongation thereof, of said Lot 5; thence along said parallel line North 44°42'20" West 2741.23 feet to said westerly line of said Lot 5.

EXHIBIT "A"







DEC 14 1970

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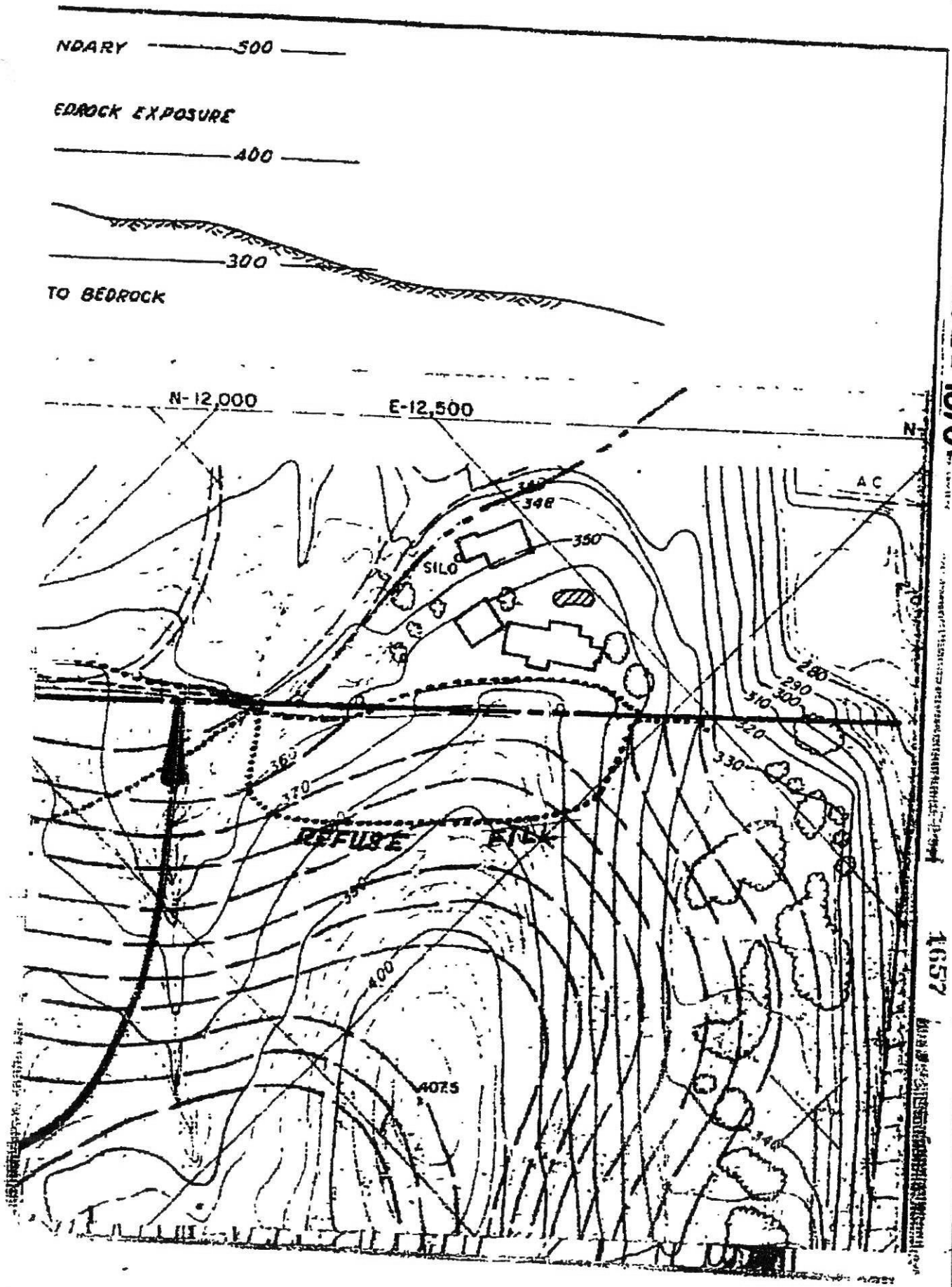

DEC 14 1970

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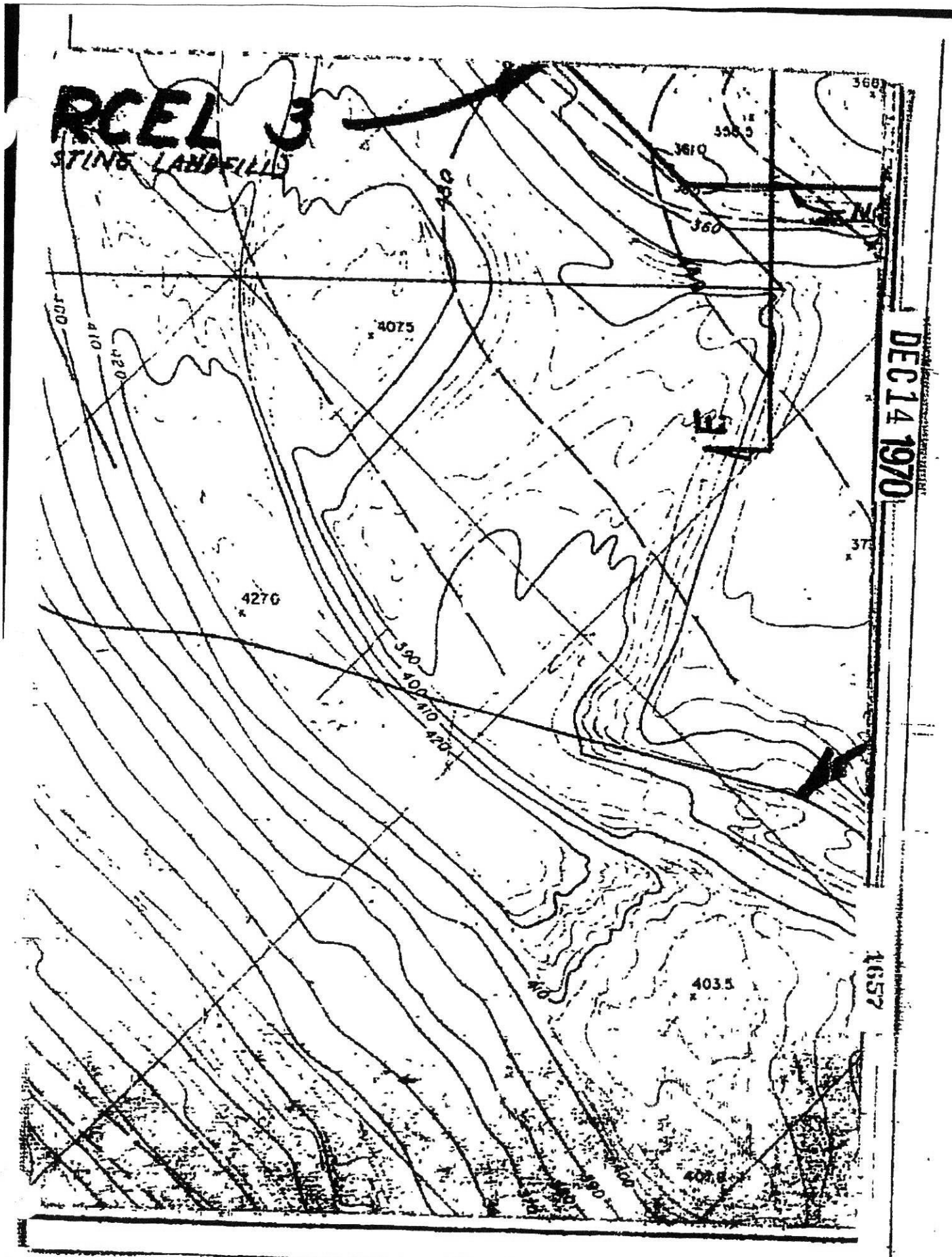
286.0
DEC 14 1970
1657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STING LANDFILL
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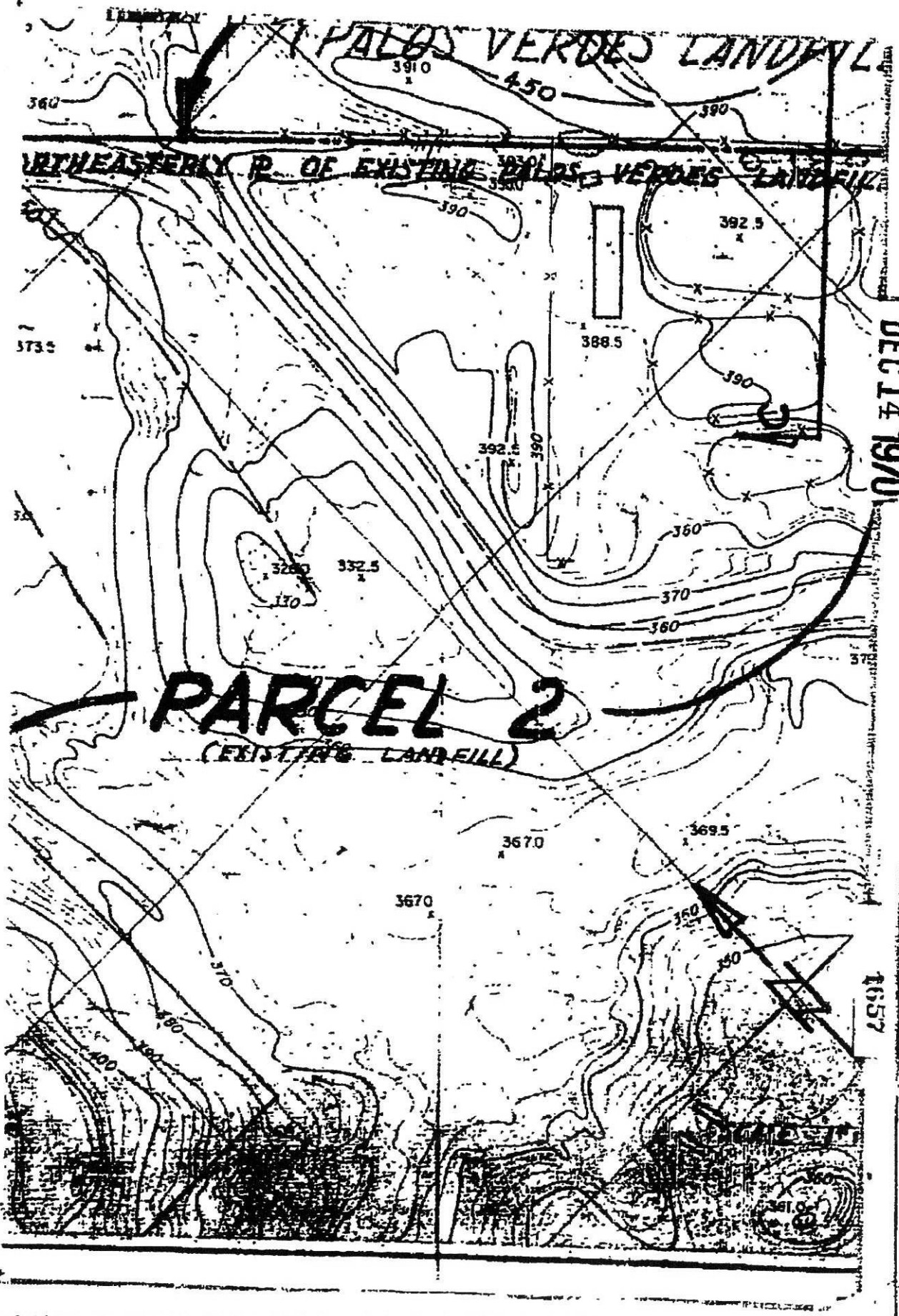
DEC 14 1970
1657


PALOS VERDES LANDFILL
NORTHEASTERLY P. OF EXISTING PALOS VERDES LANDFILL
PARCEL 2
(EXISTING LANDFILL)
3910
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392.5
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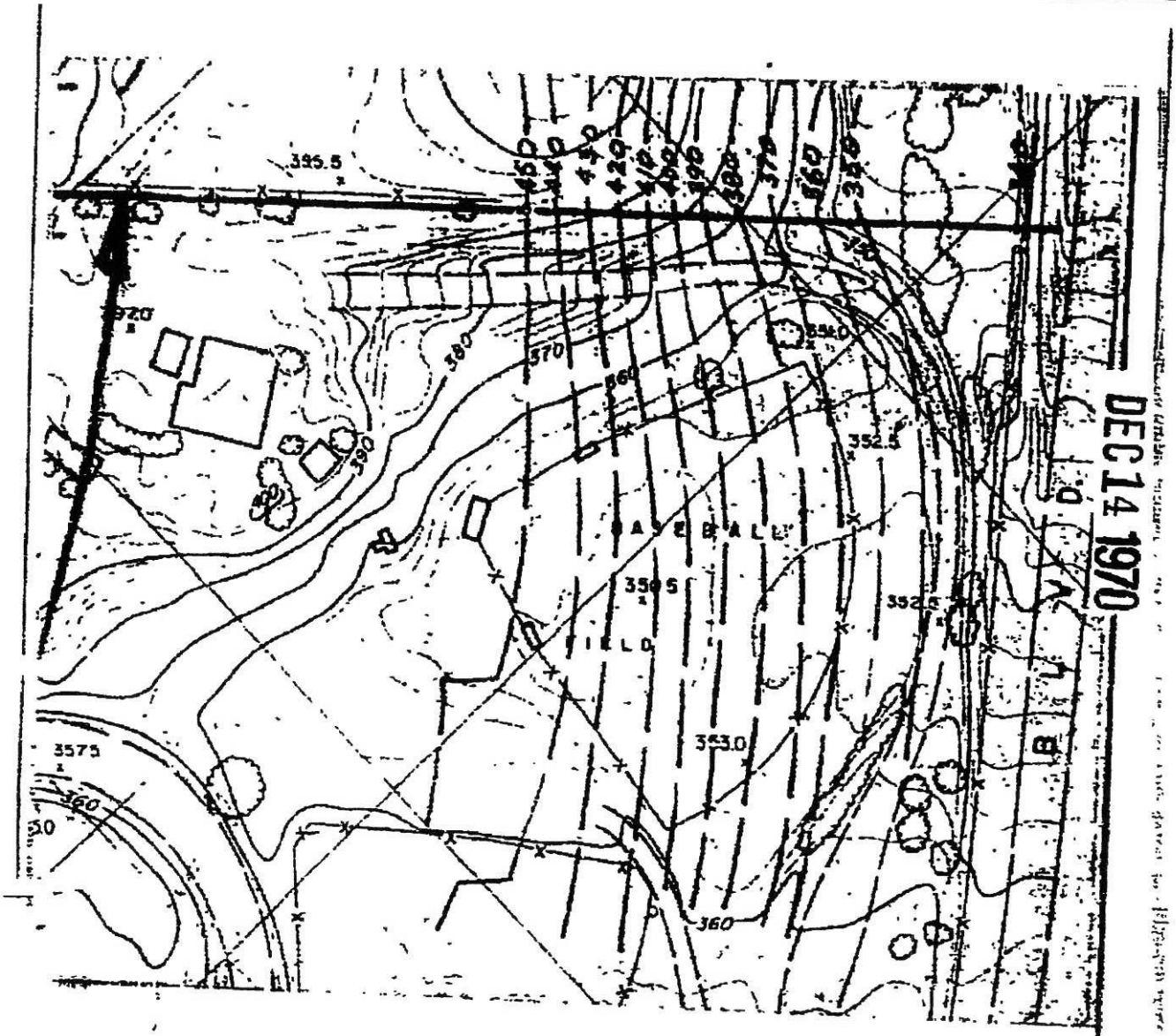
332.5
370
360
3670
369.5
DEC 14 1970
1657



PALOS VERDES LANDFILL

GRADING PLAN FOR PARCEL 6 AND ADJOINING PROPERTY

EXHIBIT "B"

FEB 28 1975

#7

RECORDED AND RETURN TO: CITY OF TORRANCE 3031 TORRANCE BLVD. TORRANCE, CA

5711

PETITION AND WAIVER

LANDSCAPING ASSESSMENT DISTRICT NO. 74-1

CITY OF TORRANCE

Rolling Hills Vista, a partnership, consisting of Magnolia Land Company and Sunnyglen Construction Company, hereinafter described as Developers, hereby petition the City Council of the City of Torrance, California, as follows:

SECTION 1. The City Council of the City of Torrance, California, is initiating proceedings under the provisions of the "Landscaping and Lighting Act of 1972" being Part 2 of Division 15 of Streets and Highways Code of the State of California (commencing with Section 22500) for the maintenance of certain ornamental vegetation and landscaping in a special landscaping assessment district entitled LANDSCAPING ASSESSMENT DISTRICT NO. 74-1, in said City.

SECTION 2. Developers are the owners of that certain real property more particularly described as follows:

> That certain real property in the City of Torrance, County of Los Angeles, State of California, more particularly described as follows:
>
> Lots 1 to 71 inclusive of Tract No. 31331 as per Map recorded in Book 852, Pages 61 to 66 inclusive, of Maps, Records of said County.

SECTION 3. Developers are desirous at this time that said proceedings go ahead for purposes of establishing the parkway maintenance assessment district to generally provide for the maintenance of parkways on portions of the following streets:

a. North side of Bluff Road

b. Rolling Hills Road

c. Crenshaw Boulevard and First Street westerly

d. Pedestrian access within future Madison Street

all as generally shown on the map attached hereto marked Exhibit "A", referenced and herein incorporated.

SECTION 4. Said maintenance assessment district will benefit the area as shown on said map attached hereto and as described on the Exhibit "A", attached hereto, referenced and incorporated for

FEB 28 1975

FEB 28 1975

said Landscaping Assessment District No. 74-1 and will be a benefit to all future residents and assigns of the area as shown on said exhibits and Developers at this time to further expedite said proceedings agree to waive any rights or objection to the extent of the improvements or maintenance, the boundaries of the Assessment District or the amount of the assessments to be spread against the parcels within the boundaries of said assessment district.

SECTION 5. Developers further agree and understand that the requested landscaping assessment district will create a continuing obligation on the part of each lot or parcel within the boundaries of the assessment district to pay its proportionate share in accordance to the benefits received for the continual ornamental landscaping and parkway maintenance.

SECTION 6. This petition and waiver shall be binding on the property as described herein and it is further hereby understood and agreed that all the conditions herein shall be binding upon the parcels of property within the land, shall run with the land and shall be binding on the present owners as well as their successors, grantees, assigns, heirs, and all other persons who might have or in the future will have an interest in the properties within the boundaries of the assessment district.

SECTION 7. The City Clerk shall, upon execution, record a copy of this agreement with the attached exhibits in the Office of the County Recorder of Los Angeles.

FEB 28 1975

FEB 28 1975

THIS PETITION AND WAIVER executed this _____
day of 12-13, 1974.

ROLLING HILLS VISTA, a partnership

MAGNOLIA LAND COMPANY, a corporation

(Notary) R. A. WATT, President

(Notary) EUGENE B. SIEDEN, Secretary

SUNNYGLEN CONSTRUCTION COMPANY, a corporation

(Notary) KENNETH BATTRAM, President

(Notary) BEATRICE KOEHLER, Secretary

FEB 28 1975

FEB 28 1975

(Corporation or Partner of a Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss

On December 12, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared R. A. Watt, Eugene B. Seiden, Watt Industries Inc., Rolling Hills Vista

President and Treasurer, known to me to be the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and said corporation known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Jiro Tsuchimori

Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 19, 1975

(This area for official notarial seal)

STAPLE HERE

(Corporation or Partner of a Partnership)

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss

On December 12, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Battram, Beatrice Koehler, Sunnyglen Construction Co., Inc., Rolling Hills Vista

President and, known to me to be the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and said corporation known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal.

Signature Jiro Tsuchimori

Jiro Tsuchimori
Name (Typed or Printed)

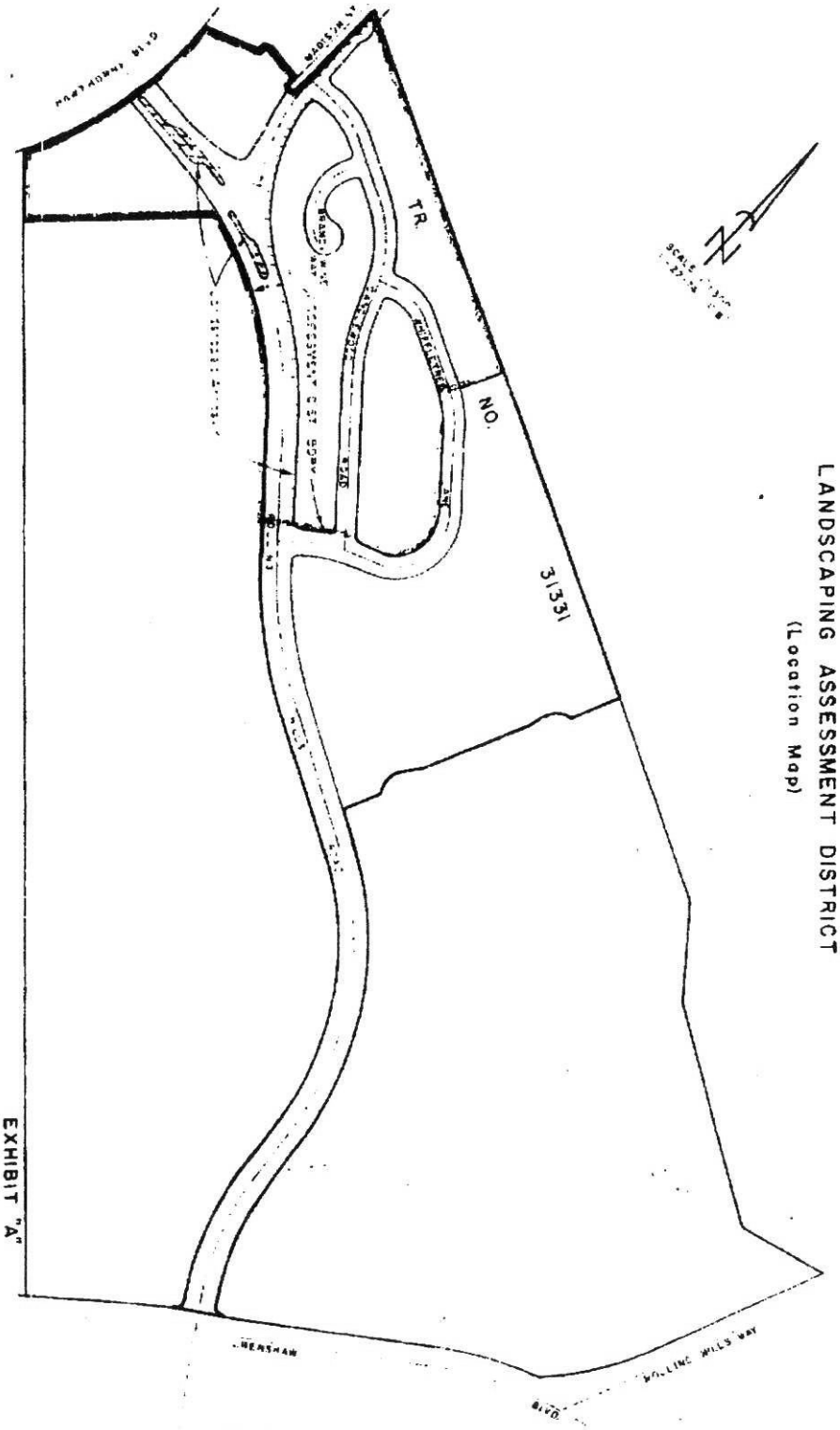
OFFICIAL SEAL
JIRO TSUCHIMORI
[illegible]
My Commission Expires January 19, 1975

(This area for official notarial seal)

STAPLE HERE

FEB 28 1975

FEB 28 1975



LANDSCAPING ASSESSMENT DISTRICT
(Location Map)

EXHIBIT "A"

FEB 28 1975

FEB 28 1975

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated December 13, 1974 from Rolling Hills Vista

to the CITY OF TORRANCE, a municipal corporation, is hereby accepted by order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 139, Official Records, in the office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF TORRANCE

By Vernon W. Coil
VERNON W. COIL, City Clerk

DATED: February 27, 1975

(Section 27281 of Government Code; as amended)

PURPOSE: Landscaping Assessment District #74-1

CC-26

FEB 28 1975

#9

77- 304549

Recording Requested by:
Vernon W. Coil, City Clerk

When Recorded Mail to:
City of Torrance
3031 Torrance Blvd.
Torrance, California 90503

DOCUMENTARY TRANSFER TAX $ NO TAX DUE
Vernon W. Coil
VERNON W. COIL, City Clerk
CITY OF TORRANCE
Firm Name

EASEMENT DEED

In consideration of the sum of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged,

WATT INDUSTRIES, INC.

FREE 3 C

do___ hereby grant to the CITY OF TORRANCE, a municipal corporation, a perpetual easement and right-of-way for, and the right to construct operate, maintain, repair and use, or to reconstruct, a WATER MAIN and appurtenant structures in, under and across that certain real property situated in said City of Torrance, County of Los Angeles, State of California, and more particularly described as follows:

That portion of Lot 71, Tract No. 31331, as per map recorded in Book 851, Pages 61 through 66, inclusive of Maps, Records of said County lying within a strip of land ten (10) feet wide, the centerline of said strip being describes as follows:

Beginning at a point in the Southeasterly line of said Lot 71 distant South 45°17'30" West 229.75 feet from the Northerly terminus thereof at the Southerly right of way line of Rolling Hills Road, thence North 44°42'30" West 34.00 feet; thence North 39°30'00" East 68.00 feet to a point on a tangent curve concave to the Southeast having a radius of 200 feet; thence Northeasterly 60.17 feet along the arc of said curve through a central angle of 17°14'17"; thence North 56°44'17" East along a line tangent to said curve 76.52 feet; thence North 11°44'17" East 11.00 feet to a point in the Southerly right of way line of Rolling Hills Road.

The side lines of said strip of land are shortened or prolonged in order to intersect the Southerly right of way line of Rolling Hills Road.

Recorded in Official Records of Los Angeles County, California
11 MIN. PAST 4 P.M. MAR 25 1977
Recorder's Office

Together with the right to enter upon and to pass and repass over and along said easement and right of way and to deposit tools, implements and other materials thereon, by said City of Torrance, its officers, agents and employees, and by any contractor, his agents, and employees, engaged by said City, whenever and wherever necessary for the purposes above set forth.

It is understood that each of the undersigned grantors, grants only that portion of the above described parcel of land which is included within land owned by said grantor or in which said grantor is interested.

IN WITNESS WHEREOF, we have hereunto set our hands this 21st day of February, 1977.

WATT INDUSTRIES, INC.

Charles R. Christianson, Vice-Pres.

Eugene B. Seiden, Secretary

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES } ss.

2

ON February 21, 19 77

before me, the undersigned, a Notary Public in and for said State, personally appeared Charles R. Christianson, known to me to be the Vice-President, and Eugene B. Seiden, known to me to be the Secretary of Matt Industries, Inc.

the Corporation that executed the within instrument, known to me to be the party that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal

OFFICIAL SEAL
EVA H. MACDONELL
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires September 13, 1980

77- 304549

Eva H. Macdonell

Notary Public in and for said State.

ACKNOWLEDGMENT Corp. Prov. & Ext. Bankers Form 203 Rev 3-64

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated February 21, 1977 from

WATT INDUSTRIES, INC.

to the CITY OF TORRANCE, a municipal corporation, is hereby accepted by order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 129, Official Records, in the office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF TORRANCE

By Vernon W. Coil
VERNON W. COIL, City Clerk

DATED: March 14, 1977

(Section 27281 of Government Code; as amended)

PURPOSE: Water Main

CC-26

77- 304549

#10

Form 806740 Individual – Underground 1/1

RECORDING REQUESTED BY

GENERAL TELEPHONE COMPANY OF CALIFORNIA

When Recorded Mail to
W.P. O'CONNOR RC 8811
GENERAL TELEPHONE COMPANY OF CALIFORNIA
Post Office Box 300
Long Beach, California 90801

77- 625108

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES COUNTY, CA.
21 MIN. PAST 10 A.M. JUN 14 1977
Recorder's Office

No Documentary Transfer Tax Due – By: [signature]
General Telephone Company of California Right of Way Agent

FEE $3 J

GRANT OF EASEMENT

THE GRANTOR MYRNA MYRON hereby grant s to the GENERAL TELEPHONE COMPANY OF CALIFORNIA, a corporation, hereinafter referred to as GRANTEE, its successors and assigns, an easement to construct, use, maintain, operate, alter, add to, repair, replace, and remove its facilities, consisting of underground conduits, manholes, pedestals, cables, wires, and appurtenances for the transmission of electric energy for communication and other purposes over, in, under, across, and along that certain real property situated in the City of Torrance County of Los Angeles, State of California, described as follows:

The Southwesterly six (6) feet of Lot 71 of Tract No. 31331 as per map recorded in Book 852 at Pages 61 through 66 inclusive, of Maps, in the office of the County Recorder of said County.

Subject to all matters of record.

THE GRANTEE, its successors and assigns and their respective agents and employees, shall have the right of ingress to and egress from said easement and every part thereof, at all times, for the purpose of exercising the rights herein granted and shall have the right to remove such growth as may endanger or interfere with the use of said easement. Such rights shall be reasonably exercised and the Grantee shall be liable for any damage negligently done by it to the above described property.

IN WITNESS WHEREOF, the Grantor hs s executed this agreement this 5th day of May, 1977.

GRANTORS

Myrna Myron
MYRNA MYRON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.

On May 5, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared MYRNA MYRON

known to me to be the person whose name is/are subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
PATSY RUTH YOUNG
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 3, 1978

(ABOVE AREA FOR OFFICIAL NOTARIAL SEAL)

R/W W.O. 2931

PLANT W.O. 872-31129X-C641

Signature Patsy Ruth Young

RECORDING REQUESTED BY

Southern California Edison Company SCE

WHEN RECORDED MAIL TO

Southern California Edison Company SCE

P. O. Box 410
LONG BEACH, CA. 90801
Attention: R/W & Land Dept.
DISTRIBUTION

82- 201625

#11

RECORDED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
4 MIN. PAST. 8 A.M. FEB 25 1982

FEE $4 M

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT OF EASEMENT (INDIVIDUAL)
CITY OF TORRANCE

DOCUMENTARY TRANSFER TAX $ None | consideration and value less than $100.

RICHARD H. MEINE and PATRICIA S. MEINE, husband wife

(hereinafter referred to as "Grantor(s)", hereby grant(s) to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time underground electrical supply systems and communication systems (hereinafter referred to as "systems"), consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers and concrete pads and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for transmitting intelligence by electrical means, in, on, over, under, across and along that certain real property in the County of Los Angeles, State of California, described as follows:

A strip of land, 10 feet in width, lying within Lot 71, Tract No. 31331, as shown on map recorded in Book 852, pages 61 through 66 inclusive of Maps, in the Office of the Recorder of said County; the centerline of said strip being described as follows:

Beginning at a point in a line that is parallel with and distant southerly 161 feet from the northernmost line of said Lot, said point being distant easterly along said line, 143 feet from the intersection of said line with the westerly line of said Lot; thence westerly along said parallel line, 126 feet; [redacted].

143

RM

IDENTITY 2122
MAP DIST -03
APPROVED R/W & LAND DEPARTMENT BY WHM/mo
DATE 1/5/82

Grantor(s) agree(s) for themselves (h____self), their (h____) heirs and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, planter boxes, earth fill or other structures except walls and fences on the above described real property. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut tree roots as may endanger or interfere with said systems and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said property of the Grantor(s), the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

EXECUTED this 28th day of January, 1982

Richard H. Meine
RICHARD H. MEINE

Patricia S. Meine
PATRICIA S. MEINE

WITNESS GRANTOR(S).

STATE OF CALIFORNIA
COUNTY OF Los Angeles } ss.

On January 25, 1982, before me, a Notary Public in and for said State, personally appeared RICHARD H. MEINE and PATRICIA S. MEINE known to me to be the person(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged that he (she) (they) executed the same.

WITNESS my hand and official seal

Marla Kim Meine

MARLA KIM MEINE
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires July 28, 1985

SCE 30-006 REV 11/79

FEB 28 1975

#12

5710

Recording Requested By:
VERNON W. COIL, CITY CLERK

When Recorded Mail To:
CITY OF TORRANCE
3031 Torrance Blvd.
Torrance, California

RECORDED IN OFFICIAL RECORDS OF LOS ANGELES, CALIFORNIA
27 MIN PAST 4 P.M. FEB 28 1975
Recorder's Office

AVIGATION EASEMENT

WHEREAS, ROLLING HILLS VISTA, a general partnership,

(hereinafter called the Grantor), is the owner in fee of that certain parcel of land hereinafter called said premises situated in the City of Torrance (hereinafter called the City), County of Los Angeles, State of California, more particularly described as follows:

Tract No. 31331, as per map recorded in

Book 852 Pages 61 to 66 inclusive

of Maps, Records of said County,

EXCEPT Lots 70 and 71 of said Tract No.

31331.

FEB 28 1975

WHEREAS, the City is the owner and operator of the Torrance Municipal Airport (hereinafter called said airport) situated in the City of Torrance, in close proximity to said premises; and

WHEREAS, it is deemed necessary that said premises be and remain free and clear of any structure, tree, or other object which is or would constitute an obstruction or hazard to the flight of aircraft in landing and taking-off at said airport.

FEB 28 1975

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. In consideration of the sum of one dollar ($1.00), paid by the City to the Grantor, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor, for itself, its heirs, successors, and assigns, does hereby covenant and agree with the City, for the benefit of the public in its use of said airport, as follows:

(a) It will not hereafter erect, or permit the erection or growth, of any building, structure, tree, or other object on said premises above any elevation of 250 feet above mean sea level;

(b) It will not make use of the said premises in any manner which might interfere with the landing and taking-off of aircraft from said airport or otherwise constitute an air navigation hazard;

(c) Said covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the Grantor and shall run with the land;

2. The Grantor, for itself, its heirs, successors, and assigns for the said consideration does hereby grant and convey to the City the following easements:

(a) The right to take any action necessary to prevent the erection or growth of any building, structure, tree, or other object into the air space above an elevation of 250 feet above mean sea level, and to remove from such air space, or mark and light as obstructions to air navigation, any and all buildings, structures, trees, or other objects that may at any time project or extend above the elevation of 250 feet above mean sea level, together with the right of ingress to, egress from, and passage over the said premises for such purposes;

(b) The right to enter onto the said premises for the purpose of causing the abatement of any interference with the landing and taking-off of aircraft from said airport.

(c) A right of flight for the passage of aircraft in the air space above the surface of the said premises, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of, or flight in the air, using said air space or landing at, or taking-off from, or operating at, or on said airport.

(d) Said premises shall be the servient tenement and said airport shall be the dominant tenement for all of the above purposes.

3. In the event that the City exercises any of its rights pursuant to the provisions of Paragraph 2 herein, the City shall not be liable to the Grantor for any damage suffered as a result thereof and the Grantor shall reimburse the City for all reasonable and necessary expenses incurred by the City therefor.

FEB 28 1975

4. The City shall have and hold said easements and all rights appertaining thereto, as set forth in Paragraph 2 herein, and all rights as set forth in Paragraph 1 herein, until said airport shall be abandoned and shall cease to be used for public airport purposes.

5. This instrument may be recorded with the County Recorder of Los Angeles County, Grantor for itself, its heirs, successors, and assigns, acknowledges and accepts the right of the grantee to add to the body of this instrument the recording information of said premises.

Dated this 12th day of December, 19 74.

ROLLING HILLS VISTA, a general partnership
By WATT INDUSTRIES INC., a corporation formerly known as Magnolia Land Company, a general partner

R. A. Watt Pres.

Eugene B. Seiden, Sec.-Treas.

SUNNYGLEN CONSTRUCTION CO., INC., a corporation a general partner

By Kenneth Battram Pres.

By Beatrice Koehler Sec.

FEB 28 1975

Owner's Address: _____

FEB 28 1975

(T1)

Corporation or Partner of a Partnership

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On December 12, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared R. A. Watt President, and Eugene B. Seiden Treasurer known to me to be the President and Secretary of the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

Watt Industries Inc.

Rolling Hills Vista

WITNESS my hand and official seal.

Signature Jiro Tsuchimori

Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

(This area for official notarial seal)

(T1)

Corporation or Partner of a Partnership

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On December 12, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth Battram President, and Beatrice Koehler Secretary of the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

Sunnyglen Construction Co., Inc.

Rolling Hills Vista

WITNESS my hand and official seal.

Signature Jiro Tsuchimori

Jiro Tsuchimori
Name (Typed or Printed)

OFFICIAL SEAL
JIRO TSUCHIMORI
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires January 14, 1975

(This area for official notarial seal)

FEB 28 1975

FEB 28 1975

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the interest in real property conveyed by the deed or grant dated December 12, 1974 from Rolling Hills Vista

to the CITY OF TORRANCE, a municipal corporation, is hereby accepted by order of Resolution No. 3417 adopted by the City Council of the City of Torrance on February 18, 1958, and duly recorded on the 26th day of February, 1958, in Book 56502, Page 139, Official Records, in the office of the County Recorder of Los Angeles County, and that the Grantee consents to the recordation thereof by its duly authorized officer.

CITY OF TORRANCE

By Vernon W. Coil
VERNON W. COIL, City Clerk

DATED: January 23, 1975

(Section 27281 of Government Code; as amended)

PURPOSE: Avigation Easement

CC-26

FEB 28 1975

#14

This page is part of your document - DO NOT DISCARD

06 1653225

RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA
07/26/06 AT 08:00am

TITLE(S) :

LEAD SHEET

FEE

FEE $	109 FF
DAF $	8
C-20	28

4128
4T

D.T.T.

CODE
20

CODE
19

CODE
9____

NOTIFICATION SENT-$4

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

FIDELITY NATIONAL TITLE COMPANY

06 1653225

This instrument was prepared by
and after recording return to:

Ellen Kirschenbaum, Esq.
Senn Visciano Kirschenbaum P.C.
1801 California Street, Suite 4300
Denver, Colorado 80202

9891933-DS

SPACE ABOVE THIS LINE FOR RECORDER'S USE.

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

MADE BY
LA-PENINSULA MEDICAL, LLC,
a California limited liability company

as "Borrower"

to

FIDELITY NATIONAL TITLE INSURANCE COMPANY

as "Trustee"

for the benefit of

MARATHON STRUCTURED FINANCE FUND L.P.,
a Delaware limited partnership

as "Lender"

NOTICE: THE LOAN AGREEMENT AND PROMISSORY NOTES SECURED BY THIS DEED OF TRUST CONTAIN PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE. THE UNPAID PRINCIPAL BALANCE OF THE LOAN, EXCLUSIVE OF ANY ADVANCES MADE BY LENDER TO PROTECT ITS SECURITY, MAY REACH THE SUM OF ELEVEN MILLION NINE HUNDRED EIGHTY THREE THOUSAND THREE HUNDRED AND NO/100THS DOLLARS ($11,983,300.00).

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH SECTION 9502 OF THE CALIFORNIA COMMERCIAL CODE.

07/26/06

p:\3700\003\doc\deed of trust v3

3

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

Project Commonly Known As
"Peninsula Medical Plaza"

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this **"Deed of Trust"**) is made as of July 24, 2006, by LA-PENINSULA MEDICAL, LLC, a California limited liability company (**"Borrower"**), whose address is c/o Low & Archibald Real Estate Group, Inc., 4921 Birch Street, Suite 100, Newport Beach, California 92660, to FIDELITY NATIONAL TITLE INSURANCE COMPANY (**"Trustee"**), for the benefit of MARATHON STRUCTURED FINANCE FUND L.P., a Delaware limited partnership, its successors and assigns (**"Lender"**), whose address is c/o Marathon Asset Management, L.L.C., 461 Fifth Avenue, 11th Floor, New York, New York 10017.

RECITALS

Lender has agreed, subject to the terms and conditions of that certain Loan Agreement of even date herewith, executed by and between Borrower and Lender (the **"Loan Agreement"**), to make a loan (the **"Loan"**) to Borrower. The Loan is evidenced by that certain Promissory Note (Tranche A Loan) of even date herewith (as the same may be amended or substituted, the **"Tranche A Loan Promissory Note"**) made by Borrower and payable to Lender in the original principal amount of Ten Million Ninety One Thousand Two Hundred and No/100ths Dollars ($10,091,200.00), and by that certain Promissory Note (Tranche B Loan) of even date herewith (as the same may be amended or substituted, the **"Tranche B Loan Promissory Note"**) made by Borrower and payable to Lender in the original principal amount of One Million Eight Hundred Ninety Two Thousand One Hundred and No/100ths Dollars ($1,892,100.00) (the Tranche A Loan Promissory Note and the Tranche B Loan Promissory Note, together with all notes issued in substitution or exchange therefor and all amendments thereto, are hereinafter referred to individually and collectively as the **"Note"**), providing for monthly payments as set forth in the Note, with the balance thereof, due and payable on August 10, 2009 (said date, any later date to which the maturity date may be extended in accordance with the Loan Agreement, or any earlier date on which the entire unpaid principal amount shall be paid or required to be paid in full, whether by prepayment, acceleration or otherwise is hereinafter called the **"Maturity Date"**). The terms and provisions of the Loan Agreement and Note are hereby incorporated by reference in this Deed of Trust.

This Deed of Trust is to secure the following obligations of Borrower: (i) the payment of the Note, together with all interest, premiums, the "Exit Fee" (as defined in the Loan Agreement), and other amounts, if any, due in accordance with the terms of the Note, as well as the payment of any additional indebtedness accruing to Lender on account of any future payments, advances or expenditures made by Lender pursuant to the Note, the Loan Agreement or this Deed of Trust or any of the other Loan Documents or otherwise in connection with the Loan (all payment obligations are hereinafter referred to as the **"Indebtedness"**) and (ii) the performance of all other obligations and covenants of Borrower under the Loan Documents.

06 1653225

4

1. **Grant and Secured Obligations**.

1.1 Grant. For the purpose of securing payment of the Indebtedness and performance of the Secured Obligations defined and described in Section 1.2 below, Borrower hereby irrevocably and unconditionally grants, bargains, sells, conveys, mortgages, assigns, pledges, warrants and transfers to Trustee, IN TRUST, WITH THE POWER OF SALE, and right of entry and possession, under and subject to the terms and conditions hereof, for the benefit and security of Lender, and grants to Trustee and Lender a security interest in, all of Borrower's interest in and to the following property which Borrower now has or may later acquire (all or any part of such property, or any interest in all or any part of it, as the context may require, the **"Property"**):

(a) The real property described in Exhibit A, together with all existing and future easements and rights affording access to it (the **"Premises"**); together with

(b) All buildings, structures, improvements and fixtures now or in the future located or to be constructed on the Premises (the **"Improvements"**); together with

(c) All existing and future appurtenances, privileges, rights-of-way, franchises and tenements of the Premises, including all minerals rights, oil, gas, and associated substances, and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

UNRECORDED LEASE

(d) All existing and future Leases, subleases, subtenancies, licenses, occupancy agreements and concessions (**"Leases"**) relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases and all rents, income, revenues, prepayments, security deposits, tax, insurance and replacement reserve deposits, receipts, termination, cancellation, and option payments, royalties, profits, issues, service reimbursements, fees, accounts receivables, and revenues from the Premises and/or Improvements from time to time accruing under the Leases (the **"Rents"**); together with

(e) All materials, supplies, work in process, chattels, furniture, fixtures, appliances, machinery and other personal property of any kind, now or later to be attached to, incorporated into, placed in, on or about, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

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(f) All of Borrower's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserves set forth in the Renovations Budget, all Funds and any other monies on deposit with or for the benefit of Lender, including any deposit for the payment of real estate taxes and insurance, any cash collateral account, and bank accounts of Borrower; together with

(g) All claims, demands, judgments, insurance policies, insurance proceeds, refunds, reserves, accounts receivable, cost savings, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Premises or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Premises, Improvements or appurtenances thereto or any part thereof, or (iii) the ownership or operation of the Property; together with

(h) To the extent assignable, all management contracts, permits, licenses, applications, approvals, plans, specifications and drawings, contracts, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Premises or the Improvements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Premises, Improvements and/or Leases, including building permits, environmental certificates, certificates of operation, warranties and guaranties; together with

(i) All of the following types of collateral, as defined in the Uniform Commercial Code as in effect from time to time in the State of California (the **"Code"**): accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health care receivables and all books and records relating to the foregoing, provided that Borrower will cooperate with Lender in obtaining "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper; together with

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

(k) All proceeds and products and renewals of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above; and together with

(l) Any and all after-acquired right, title or interest of Borrower in and to any property of the types described in the preceding granting clauses.

TO HAVE AND TO HOLD the Property and all parts thereof, together with the rents, issues, profits and proceeds thereof, unto Trustee, its successors, substitutes and assigns, forever, subject, however, to the terms, covenants, and conditions herein.

The Recitals and Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust. Capitalized terms used above and elsewhere in this Deed of Trust without definition have the meanings given them in the Loan Agreement.

1.2 Secured Obligations.

(a) Borrower makes the grant, conveyance, and mortgage set forth in Section 1.1 above, and grants the security interest set forth in Section 3 below for the purpose of securing the following obligations (the **"Secured Obligations"**) in any order of priority that Lender may choose:

(i) Payment and performance of all obligations of Borrower under the Loan Documents; provided, however, the Environmental Obligations are not secured by this Deed of Trust.

(ii) Payment and performance of all future advances and other obligations that Borrower or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lender, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust;

(iii) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations; and

(iv) Payment of any and all loan commissions, service charges, liquidated damages, Expenses and advances due to or incurred by Lender regardless of whether any Loan proceeds have been disbursed.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note or the Loan Agreement which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2. **Assignment of Leases and Rents.**

2.1 Assignment. Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Lender all Leases and Rents and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits. This is an absolute assignment, not an assignment for security only and shall continue in effect until the Indebtedness is paid in full and all Secured Obligations are fully satisfied. Borrower hereby gives Lender the right to collect the Rents and apply them in payment of the principal, interest and all other sums payable under the Loan Documents.

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2.2 Grant of License. Lender hereby confers upon Borrower a revocable license ("**License**") to enforce the Leases and collect and retain the Rents as they become due and payable (excluding, however, any Lease termination, cancellation, option or similar payments, which Borrower agrees shall be held in trust and turned over to Lender for credit to principal under the Loan) so long as no Event of Default, as defined in Section 6.2 below, shall exist and be continuing. Borrower shall deliver such Rents to Lender as are necessary for the payment of principal, interest and other sums payable under the Loan Documents as such sums become due. If an Event of Default has occurred and is continuing, Lender shall have the right, which it may choose to exercise in its sole discretion and which it may exercise without taking possession of the Property, to terminate this License without notice to or demand upon Borrower, and without regard to the adequacy of Lender's security under this Deed of Trust.

2.3 Collection and Application of Rents. Subject to the License granted to Borrower under Section 2.2 above, Lender has the right, power and authority to collect any and all Rents. Borrower hereby appoints Lender its attorney-in-fact to perform any and all of the following acts, if and at the times when Lender in its sole discretion may so choose:

(a) Demand, receive and enforce payment of any and all Rents; or

(b) Give receipts, releases and satisfactions for any and all Rents; or

(c) Sue either in the name of Borrower or in the name of Lender for any and all Rents.

Lender and Borrower agree that the mere recordation of the assignment granted herein entitles Lender immediately to collect and receive rents upon the occurrence and during the continuation of an Event of Default, as defined in Section 6.2 below, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Borrower, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Lender's right to the Rents does not depend on whether or not Lender or Trustee takes possession of the Property as permitted under Subsection 6.3(c) below. In Lender's sole discretion, Lender may choose to collect Rents either with or without taking possession of the Property. Lender shall apply all Rents collected by it in the manner provided under Section 6.6 below. If an Event of Default occurs while Lender is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Lender and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity.

2.4 Lender Not Responsible. Under no circumstances shall Lender have any duty to produce Rents from the Property. Regardless of whether or not Lender, in person or by agent, takes actual possession of the Premises and Improvements, unless Lender agrees in writing to the contrary, Lender is not and shall not be deemed to be:

(a) A "**mortgagee in possession**" for any purpose; or

(b) Responsible for performing any of the obligations of the lessor under any lease; or

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(c) Responsible for the control, care, management, or repair of the property or any personal property or for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or

(d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it; or

(e) Liable in any way for any injury or damage to any person or property sustained by any person or persons, firm, or corporation in or about the Property, except to the extent caused by Lender's gross negligence or willful misconduct.

2.5 Leasing. Borrower shall comply with and observe in all material respects Borrower's obligations as landlord under all Leases and shall remain liable under the Leases. Except as expressly provided in the Loan Agreement, Borrower shall not, without Lender's prior written consent, which shall not be unreasonably withheld or delayed, execute, modify, amend, surrender or terminate any commercial Lease (residential, mobile home park and self storage leases shall not require Lender's consent). All Leases of space in the Property and amendments thereto shall be on the form of lease previously approved by Lender with tenants and for a use acceptable to Lender. All Leases other than for space in the Property shall be terminable on not less than 60 days' notice, unless approved in writing by Lender prior to Borrower's execution thereof. Borrower shall not lease the Property or any part of it except strictly in accordance with the terms hereof and in the Loan Agreement.

3. **Grant of Security Interest**.

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Lender and Trustee. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Borrower as debtor hereby grants Lender as secured party a security interest in all such Property (including, any replacement or substituted property) and Rents, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Code, covering all such Property and Rents. Lender shall have all of the rights and remedies of a secured party under the Code, as well as all other rights and remedies available at law or in equity.

3.2 Financing Statements. Borrower shall execute one or more financing statements and such other documents as Lender may from time to time require to perfect or continue the perfection of Lender's security interest in any Property or Rents. As provided in Section 5.7 below, Borrower shall pay all fees and costs that Lender may incur in filing this Deed of Trust (including any extensions, renewals and amendments thereof and reproductions of this Deed of Trust) and such other documents in public offices and in obtaining such record searches as Lender may reasonably require. In case Borrower fails to execute any financing statements or other documents for the perfection or continuation of any security interest or in the event Lender chooses to execute such financing statement on Borrower's behalf, Borrower hereby authorizes and empowers Lender and irrevocably appoints Lender as Borrower's agent and attorney-in-fact

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to execute and file, on Borrower's behalf, all financing statements, refilings, amendments, renewals and continuations thereof as Lender deems necessary or advisable to create, preserve and protect such lien. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

4. **Fixture Filing.**

This Deed of Trust constitutes a "fixture filing" within the meaning of Article 9 of the Code, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Premises or Improvements. Borrower is the record owner of the Premises. For this purpose, the respective addresses of Borrower, as debtor, and Lender, as secured party, are as set forth in the preambles of this Deed of Trust and Borrower's organizational identification number is set forth on the signature page of this Deed of Trust.

5. **Rights and Duties of the Parties.**

5.1 Representations and Warranties. Borrower represents and warrants that:

(a) From and after the date of recording this Deed of Trust, Borrower has the full and unlimited power, right and authority to encumber the Property and assign the Leases and Rents; and

(b) This Deed of Trust creates a first and prior lien on the Property.

5.2 Performance of Secured Obligations. Borrower shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.3 Liens, Charges and Encumbrances. Borrower shall immediately discharge any lien on the Property which Lender has not consented to in writing in accordance with the terms of Section 5.3(c) of the Loan Agreement.

5.4 Damages and Insurance and Condemnation Proceeds. In the event of any casualty or condemnation of the Property, the provisions of Article 9 of the Loan Agreement shall govern.

BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT IT IS AWARE OF AND UNDERSTANDS *SCHOOLCRAFT V. ROSS* (81 CAL. APP. 3D 75 (1981)) AND ITS PROGENY AS WELL AS CALIFORNIA CIVIL CODE SECTION 2924.7 AND FINANCIAL CODE SECTIONS 1227.3 AND 7462, WHICH PERMIT LENDER TO REQUIRE INSURANCE BUT OBLIGATE LENDER TO ALLOW BORROWER TO USE CASUALTY INSURANCE PROCEEDS FOR THE PURPOSE OF REPAIRING OR RESTORING THE REAL PROPERTY PLEDGED AS SECURITY FOR THE BORROWER'S OBLIGATIONS TO LENDER UNLESS LENDER'S SECURITY HAS BEEN IMPAIRED. BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF A CASUALTY TO THE PROPERTY, IF BORROWER FAILS TO REPAIR OR RESTORE THE PROPERTY IN A MANNER

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CONSISTENT WITH ARTICLE 9 OF THE LOAN AGREEMENT, REGARDLESS OF WHETHER SUCH FAILURE IS THE RESULT OF ANY VOLUNTARY ACTION OR INACTION BY BORROWER, OR ANY ACT OR DETERMINATION OF ANY GOVERNMENTAL AUTHORITY (WHETHER PURSUANT TO ANY ZONING, LAND USE OR OTHER ORDINANCE, CODE, REGULATION OR REQUIREMENT OR OTHERWISE), SUCH FAILURE IS AND SHALL BE DEEMED A SUBSTANTIAL IMPAIRMENT OF THE PROPERTY ENTITLING LENDER TO APPLY THE NET INSURANCE PROCEEDS TO THE INDEBTEDNESS IN SUCH ORDER AND MANNER AS LENDER MAY ELECT, WHETHER OR NOT DUE AND PAYABLE, WITH ANY EXCESS PAID TO BORROWER. BY INITIALING THIS PROVISION IN THE SPACE PROVIDED BELOW, BORROWER HEREBY ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS PROVISION HAVE BEEN SPECIFICALLY BARGAINED FOR AND ARE A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN AND WITHOUT WHICH LENDER WOULD NOT MAKE THE LOAN.

BORROWER'S INITIALS _____

5.5 Releases, Extensions, Modifications and Additional Security. From time to time, Lender may perform any of the following acts without affecting the liability of Borrower or any other person liable for the payment of the Indebtedness, and without affecting the lien or charge of this Deed of Trust as security for the payment of the Indebtedness, incurring any liability or giving notice to any person:

(a) Release any person liable for payment of any Secured Obligation;

(b) Waive or modify any provision of this Deed of Trust or the other Loan Documents or grant other indulgences, including, extending the time for payment, or otherwise altering the terms of payment, of any Secured Obligation;

(c) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;

(d) Alter, substitute or release any property securing the Secured Obligations;

(e) Consent to the making of any plat or map of the Property or any part of it;

(f) Join in granting any easement or creating any restriction affecting the Property;

(g) Join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or

(h) Release the Property or any part of it.

5.6 Release. When all of the Secured Obligations have been paid in full and all fees and other sums owed by Borrower under Section 5.7 of this Deed of Trust and the other Loan

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Documents have been received, Lender shall release this Deed of Trust, the lien created thereby, and all notes and instruments evidencing the Secured Obligations. Borrower shall pay any costs of preparation and recordation of such release.

5.7 Compensation, Exculpation, Indemnification.

(a) Borrower agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Lender when the law provides no maximum limit, for any services that Lender may render in connection with this Deed of Trust, including Lender's providing a statement of the Secured Obligations or providing the release pursuant to Section 5.6 above. Borrower shall also pay or reimburse all of Lender's costs and expenses which may be incurred in rendering any such services. Borrower further agrees to pay or reimburse Lender for all costs, expenses and other advances which may be incurred or made by Lender in any efforts to enforce any terms of this Deed of Trust or to protect the rights under this Deed of Trust or the other Loan Documents, including any rights or remedies afforded to Lender under Section 6.3 below, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in Subsection 6.3(j) below), including, without limitation, actual and customary fees, costs and expenses of Trustee and any cost of evidence of title, and including costs and expenses in connection with obtaining any court order or the appointment of a receiver to enforce Lender's rights pursuant to Section 564 of the California Code of Civil Procedure and/or Section 2929.5 of the California Civil Code. In addition to the foregoing award of attorney's fees, costs and expenses, Lender shall be entitled to its attorneys' fees, costs and expenses incurred in any post-judgment proceedings to collect or enforce any judgment or order relating to this Deed of Trust, the Note and Loan Agreement secured hereby or the other Loan Documents. If Lender chooses to dispose of Property through more than one Foreclosure Sale, Borrower shall pay all costs, expenses or other advances that may be incurred or made by Lender in each of such Foreclosure Sales.

(b) Lender shall not be directly or indirectly liable to Borrower or any other person as a consequence of any of the following:

(i) Lender's exercise of or failure to exercise any rights, remedies or powers granted to Lender in this Deed of Trust;

(ii) Lender's failure or refusal to perform or discharge any obligation or liability of Borrower under any agreement related to the Property or under this Deed of Trust; or

(iii) Any loss sustained by Borrower or any third party resulting from Lender's failure to lease the Property, or from any other act or omission of Lender in managing the Property, after an Event of Default, unless the loss is caused by the gross negligence or willful misconduct of Lender.

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Borrower hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Lender.

(c) Borrower agrees to indemnify, defend and hold Lender harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which it may suffer or incur:

(i) In performing any act required or permitted by this Deed of Trust or any of the other Loan Documents or by law;

(ii) Because of any failure of Borrower to perform any of its obligations; or

(iii) Because of any alleged obligation of or undertaking by Lender to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents.

Notwithstanding the foregoing, Lender shall not be entitled to be indemnified against its own gross negligence or willful misconduct. This agreement by Borrower to indemnify Lender shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Deed of Trust.

(d) Borrower shall pay all obligations to pay money arising under this Section 5.7 within ten (10) days of demand by Lender. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and if not paid within ten (10) days of demand by Lender, shall bear interest at the Default Rate from the date due until paid.

5.8 Defense and Notice of Claims and Actions. At Borrower's sole expense, Borrower shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Lender created under it, against all adverse claims. Borrower shall give Lender prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim. Lender may, at the expense of Borrower, appear in and defend any such claim, action or proceeding and any claim, action or other proceeding asserted or brought against Lender in connection with or relating to any part of the Property or this Deed of Trust.

5.9 Subrogation. Lender shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Lender in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

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6. **Accelerating Transfers, Default and Remedies.**

6.1 Accelerating Transfers.

(a) **"Accelerating Transfer"** means any Transfer not expressly permitted under Section 5.3(b) of the Loan Agreement.

(b) Borrower acknowledges that Lender is making one or more advances under the Loan Agreement in reliance on the expertise, skill and experience of Borrower; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Lender's reliance, Borrower agrees that Borrower shall not make any Accelerating Transfer, unless the transfer is preceded by Lender's express written consent to the particular transaction and transferee. Lender may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Lender in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Lender may invoke any rights and remedies provided by Section 6.3 of this Deed of Trust.

6.2 Events of Default. Borrower will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, **"Events of Default;"** any one singly, an **"Event of Default"**).

(a) Failure of Borrower for a period of thirty (30) days after written notice from Lender, to observe or perform any non-monetary covenant or condition contained in this Deed of Trust or any of the other Loan Documents; provided that if any such failure concerning a non-monetary covenant or condition is susceptible to cure but cannot reasonably be cured within said thirty (30) day period, then Borrower shall have an additional sixty (60) day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as (A) Borrower commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) day period from the date of Lender's notice, and (B) the existence of such uncured default will not result in any tenant under a Lease having the right to terminate such Lease due to such uncured default; and provided further that if a different notice or grace period is specified under Article 10 of the Loan Agreement (or elsewhere in this Deed of Trust or the Loan Agreement) in which such particular breach will become an Event of Default, the specific provision shall control;

(b) Lender receives, at any time following the closing of the Loan, an official report indicating that Lender's security interest is not prior to all other security interests or other interests reflected in the report; or

(c) An **"Event of Default"** occurs under the Loan Agreement or any other Loan Document.

All notices and cure periods described herein shall not be applicable to any event which with the giving of notice, the passage of time or both would constitute an Event of Default, if such event has occurred as of the date on which Lender commences a nonjudicial foreclosure

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proceeding with respect to another Event or Events of Default. Such event shall constitute an independent Event of Default hereunder.

6.3 Remedies. At any time while an Event of Default exists, Lender shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Lender at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Lender may declare any or all of the Indebtedness and Secured Obligations to be due and payable immediately.

(b) Receiver. Lender shall, as a matter of right, without notice and without giving bond to Borrower or anyone claiming by, under or through Borrower, and without regard for the solvency or insolvency of Borrower or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and Borrower hereby consents to the appointment of such receiver and shall not oppose any such appointment. In addition, Lender shall have the right to appoint a receiver when permitted under Section 564 of the California Code of Civil Procedure, including, without limitation, in order to enforce Lender's rights under Section 2929.5 of the California Civil Code as described in the Loan Agreement. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Property, and such rights and powers as Lender would have, upon entering and taking possession of the Property under subsection (c) below.

(c) Entry. Trustee or Lender, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, may exclude Borrower and its agents and employees wholly therefrom, and may also do any and all other things in connection with those actions that Lender may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Borrower's or the then owner's Books and Records and accounts; entering into, enforcing, modifying or canceling leases on such terms and conditions as Lender may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Lender; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Lender so requests, Borrower shall assemble all of the Property that has been removed from the Premises and make all of it available to Lender at the site of the Premises. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's attorney-in-fact to perform such acts and execute such documents as Lender in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Borrower's name on any instruments. If Borrower shall for any reason fail to surrender or deliver the Property or any part thereof after such demand by Lender, Trustee, Lender or such receiver may obtain a judgment or decree conferring on Lender, Trustee or such receiver, the right to immediate possession

of the Property or requiring the delivery of the Property to Trustee, Lender or such receiver, and Borrower specifically consents to the entry of such judgment or decree.

(d) Cure; Protection of Security. Lender may cure any breach or default of Borrower, and if it chooses to do so in connection with any such cure or with respect to preventing a loss to Lender's interest in the Property, Trustee or Lender may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust, including, without limitation, completing construction of the improvements, if any, at the Property contemplated by the Loan Agreement. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Lender under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien against the Property; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; repairing, restoring or otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Lender. Lender may take any of the actions permitted under this Subsection 6.3(d) either with or without giving notice to any person. Any amounts disbursed by Lender under this Subsection 6.3(d) together with interest thereon at the Default Rate from the date of disbursement, shall be secured by this Deed of Trust and shall be due and payable on demand. Nothing contained in the Loan Documents shall require Lender to incur any expense or take any action hereunder.

(e) Uniform Commercial Code Remedies. Lender may exercise any or all of the remedies granted to a secured party under the Code.

(f) Foreclosure; Trustee's Sale. Should Lender elect to foreclose by exercise of the power of sale contained herein, Lender shall notify Trustee and shall, if required, deposit with Trustee the Note, the original or a certified copy of this Deed of Trust, and such other documents, receipts and evidences of expenditures made and secured hereby as Trustee may require.

(i) Upon receipt of such notice from Lender, Trustee shall cause to be recorded and delivered to Borrower such notice of default as may then be required by law and by this Deed of Trust. Trustee shall, without demand on Borrower, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to the purchaser or purchasers at such sale its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Borrower, Trustee or Lender, may purchase at such sale, and Borrower hereby covenants to warrant and defend the title of such purchaser or purchasers.

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(ii) Trustee may postpone the sale of all or any portion of the Property from time to time in accordance with the laws of the State in which the Premises is located.

(iii) To the fullest extent allowed by law, Borrower hereby expressly waives any right which it may have to direct the order in which any of the Property shall be sold in the event of any sale or sales pursuant to this Deed of Trust.

Lender may from time to time rescind any notice of default or notice of sale before any Trustee's sale as provided above in accordance with the laws of the State in which the Premises is located. The exercise by Lender 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 Lender to execute and deliver to Trustee, as above provided, other declarations or notices of default to satisfy the obligations of this Deed of Trust, or otherwise affect any provision, covenant or condition of any Loan Document or any of the rights, obligations or remedies of Trustee or Lender hereunder or thereunder.

(g) Foreclosure; Lawsuits. Lender shall have the right, in one or several concurrent or consecutive proceedings, to foreclose the lien hereof upon the Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable law. Lender or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Lender's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Lender may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. Notwithstanding any statute or rule of law to the contrary, the failure to join any tenant or tenants of the Property as party defendant or defendants in any foreclosure action or the failure of any such order or judgment to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect (i) the Indebtedness, or any part thereof or (ii) any deficiency remaining unpaid after foreclosure and sale of the Property. To the extent a notice of sale shall be required by law for the sale or disposition of the Personal Property, a reasonable authenticated notification of disposition shall be notification given at least ten (10) days' prior to any such sale, provided however, that no notification need be given to Borrower if it has authenticated after default a statement renouncing or modifying any right to notification of sale or other intended disposition.

(h) Other Remedies. Lender may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Borrower or any other person or entity in favor of Lender in connection with the Secured Obligations or any part thereof, without prejudice to the right of Lender thereafter to enforce any appropriate remedy against Borrower. Lender shall have the right to pursue all remedies afforded to a mortgagee under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

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(i) Sale of Personal Property. Lender shall have the discretionary right to cause some or all of the Property, which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(i) For purposes of this power of sale, Lender may elect to treat as personal property any Property which is intangible or which can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Lender may dispose of any personal property, in any manner permitted by Article 9 of the Code, including any public or private sale, or in any manner permitted by any other applicable law.

(ii) In connection with any sale or other disposition of such Property, Borrower agrees that the following procedures constitute a commercially reasonable sale: Lender shall mail written notice of the sale to Borrower not later than thirty (30) days prior to such sale. Lender will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Lender will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding the foregoing, Lender shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(iii) Notwithstanding anything to the contrary in the foregoing, upon the occurrence and during the continuation of an Event of Default under this Deed of Trust, Lender, pursuant to the appropriate provisions of the Code, shall have an option to proceed with respect to both the real property portion and the personal property portion of the Property in accordance with its rights, powers and remedies with respect to such real property, in which event, the default provisions of the Code shall not apply. Such option shall be revocable by Lender as to all or any portion of the personal property portion of the Property at any time prior to the sale of the remainder of the Property. In such event Lender shall designate Trustee to conduct the sale of the personal property portion of the Property in combination with the sale of the remainder of the Property. Should Lender elect to sell the personal property portion of the Property or any part thereof which Lender has elected to treat as real property or which may be sold together with the real property as provided above, Lender or Trustee shall give such notice of default and election to sell as may then be required by law. The parties agree that if Lender shall elect to proceed with respect to any portion of the personal property portion of the Property separately from such real property, five (5) days' notice of the sale of the personal property portion of the Property shall be reasonable notice. The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by Lender shall include, but not be limited to, reasonable attorneys' fees, costs and expenses, and other expenses incurred by Lender.

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(j) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Lender may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition; and

(ii) Elect to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with Trustee's sales or judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Lender may deem to be in its best interests (any such sale or disposition, a **"Foreclosure Sale;"** and any two or more, **"Foreclosure Sales"**).

If Lender chooses to have more than one Foreclosure Sale, Lender at its option may cause the Foreclosure Sales to be held simultaneously or successively, on the same day, or on such different days and at such different times and in such order as Lender may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

Lender and any receiver, or any of their agents or representatives, shall have no liability for any loss, damage, injury, cost or expenses resulting from any action or omission that was taken or omitted in good faith.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Borrower or Lender, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such Property, Lender may settle for the purchase price by crediting the sales price of the Property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Borrower is obligated to pay or reimburse Lender under Section 5.7 of this Deed of Trust; and

(b) Second, all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Lender shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Borrower is obligated to reimburse Lender under Section 5.7 of this Deed of Trust;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Lender under the terms of this Deed of Trust which then remain unpaid;

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(c) Third, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

6.6 Application of Rents and Other Sums. Lender shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Lender may receive or collect under Section 6.3 above, in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Lender or any receiver;

(b) Second, to pay all other Secured Obligations in any order and proportions as Lender in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it.

Lender shall have no liability for any funds which it does not actually receive. To the extent permitted by applicable law, Borrower waives all claims, damages and demands against Lender arising out of the disposition, repossession or retention of the Property.

7. **Miscellaneous Provisions.**

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to Lender and contain further agreements and affirmative and negative covenants by Borrower which apply to this Deed of Trust and to the Property.

7.2 No Waiver or Cure. If any of the events described below occurs, that event alone shall not: cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Deed of Trust; or prejudice Lender or any receiver in the exercise of any other right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Lender of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust.

(a) Lender, Trustee, any agent of Lender or Trustee, or a receiver takes possession of all or any part of the Property in the manner provided in Subsection 6.3(c) above.

(b) Lender collects and applies Rents as permitted under Sections 2.3 and 6.6 above, either with or without taking possession of all or any part of the Property.

(c) Lender receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Lender under Section 5.4 above.

(d) Lender makes a site visit, observes the Property and/or conducts tests as permitted under the Loan Agreement.

(e) Lender receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(f) Lender or any receiver invokes any right or remedy provided under this Deed of Trust.

7.3 Powers of Lender.

(a) If Lender performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 5.5 or Subsection 6.3(d) of this Deed of Trust, that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Borrower shall not be released or changed if Lender grants any successor in interest to Borrower any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Lender shall not be required to comply with any demand by the original Borrower that Lender refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(b) Lender may take any of the actions permitted under Subsections 6.3(b) and/or 6.3(c) above regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Lender may apply to any court of competent jurisdiction for aid and direction in executing and enforcing the rights and remedies created under this Deed of Trust. Lender may from time to time obtain orders or decrees directing, confirming or approving acts in executing and enforcing these rights and remedies.

7.4 Merger. No merger shall occur as a result of Lender's acquiring any other estate in or any other lien on the Property unless Lender consents to a merger in writing.

7.5 Joint and Several Liability. If Borrower consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Borrower's obligations under this Deed of Trust and the other Loan Documents.

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7.6 Applicable Law. The creation, perfection and enforcement of the lien of this Deed of Trust shall be governed by the law of the State in which the property is located. Subject to the foregoing, in all other respects, this Deed of Trust shall be governed by the substantive laws of the State of New York.

7.7 Waiver of Homestead and Redemption. Borrower hereby waives all right of homestead exemption in the Property. Borrower hereby waives all right of redemption on behalf of Borrower and on behalf of all other persons acquiring any interest or title in the Property subsequent to the date of this Deed of Trust, except decree or judgment creditors of Borrower.

7.8 Waiver of Statutory Rights. To the extent permitted by law, Borrower hereby agrees that it shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called **"Moratorium Laws,"** now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Borrower hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Deed of Trust on behalf of Borrower and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Deed of Trust. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law.

7.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable 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 Lender may, at its option, declare all Secured Obligations immediately due and payable.

7.10 Notice. Notices shall be given under this Deed of Trust in conformity with the terms and conditions of the Loan Agreement and in conformity with applicable law.

7.11 Future Advances. This Deed of Trust is given to secure not only the existing Indebtedness, but also future advances (whether such advances are obligatory or are made at the option of Lender, or otherwise) made by Lender under the Note or this Deed of Trust, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust. The total amount of Indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Lender may, but shall not be obligated to, make under this Deed of Trust, the Loan Documents or any other document with respect thereto) at any one time outstanding may be substantially less but shall not exceed five (5) times the aggregate face amount of the Note. This Deed of Trust shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

7.12 WAIVER OF TRIAL BY JURY. BORROWER AND LENDER (BY ITS ACCEPTANCE HEREOF) EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY

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WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, CONTROVERSY, DISPUTE, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS (INCLUDING WITHOUT LIMITATION ANY ACTIONS OR PROCEEDINGS FOR ENFORCEMENT OF THE LOAN DOCUMENTS) AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. BORROWER AND LENDER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH OF THEM HAVE RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS AND THAT EACH OF THEM WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. BORROWER AND LENDER WARRANT AND REPRESENT THAT EACH HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

7.13 Inconsistencies. In the event of any inconsistency between this Deed of Trust and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling. The terms of the Loan Agreement are hereby incorporated herein and expressly made a part hereof by this reference.

7.14 Further Assurances. Borrower agrees to execute any further documents, and to take any further actions reasonably requested by Lender to evidence or perfect the security interests granted herein, to maintain the first priority of the security interests, and to effectuate the rights granted to Lender hereunder.

7.15 Certain Matters Relating to Property Located in the State of California. With respect to the Property which is located in the State of California, notwithstanding anything contained herein to the contrary:

(a) Trustee Provisions. From time to time upon written request of Lender and presentation of this Deed of Trust for endorsement and without affecting the personal liability of any person for payment of the Indebtedness or performance of the Secured Obligations, Trustee may, without liability therefor and without notice: (i) reconvey all or any part of the Property; (ii) consent to the making of any map or plat thereof; (iii) join in granting any easement thereon; join in any declaration of covenants and restrictions; or (iv) join in any extension agreement or any agreement subordinating the lien or charge hereof. Trustee or Lender may from time to time apply in any court of competent jurisdiction for aid and direction in the execution of the trusts hereunder and the enforcement of the rights and remedies available hereunder, and Trustee or Lender may obtain orders or decrees directing or confirming or approving acts in the execution of such trusts and the enforcement of such remedies. Trustee has no obligation to notify any party of any pending sale or any action or proceeding unless held or commenced and maintained by Trustee under this Deed of Trust. Borrower shall pay to Trustee reasonable compensation and reimbursement for services and expenses in the enforcement of the trusts created hereunder, including its attorney's fees, cost and expenses. Borrower shall indemnify Trustee and Lender against all losses, claims,

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demands and liabilities which either may incur, suffer or sustain in the execution of the trusts created hereunder or in the performance of any act required or permitted hereunder or by law. From time to time, by a writing signed by Lender, Lender may appoint another trustee to act in the place and stead of Trustee or any successor, with the same effect as if originally named Trustee herein.

(b) Interest Adjustments. The Note and the Loan Agreement contain provisions for periodic adjustments in the interest rate based on adjustments in the London Interbank Offered Rate (LIBOR) rate of interest per annum (rounded upward, if necessary, to the next nearest one-eighth of one percent (0.125%)) equal to the rate of interest which is identified and normally reported by Dow Jones Telerate Service Page 3750 (British Bankers Association Settlement Rate) as the non-reserve adjusted London Interbank Offered Rate for U.S. dollar deposits having a thirty (30) day term and in an amount of One Million and No/100 Dollars (US$1,000,000.00) or more as of 11:00 a.m., London time on the LIBOR Rate Determination Date. The lien of this Deed of Trust, as to principal and adjusted interest, all pursuant to the Note and the Loan Agreement shall at all times be on a parity with the lien of the Deed of Trust as to principal and interest at the date of execution of the Note, the Loan Agreement and this Deed of Trust.

(c) Rights and Remedies Cumulative. Trustee and Lender shall have all powers, rights and remedies under applicable law whether or not specifically or generally granted or described in this Deed of Trust. Nothing contained herein shall be construed to impair or to restrict such powers, rights and remedies or to preclude any procedures or process otherwise available to trustees or beneficiaries under deeds of trust in the State in which the Premises is located. Trustee and Lender, and each of them, shall be entitled to enforce the payment and performance of the Indebtedness and the Secured Obligations and to exercise all rights and powers under this Deed of Trust or under any other Loan Document or other agreement or any laws now or hereafter in force, notwithstanding the fact that some or all of the Indebtedness and the Secured Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers contained herein, shall prejudice or in any manner affect Trustee's or Lender's right to realize upon or enforce any other rights or security now or hereafter held by Trustee or Lender. Trustee and Lender, and each of them, shall be entitled to enforce this Deed of Trust and any other rights or security now or hereafter held by Lender or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy contained herein or by law provided or permitted, but each shall to the extent permitted by law be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. Every power or remedy given by any of the Loan Documents to Trustee or Lender, 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 Lender, and either of them may pursue inconsistent remedies. By exercising or by failing to exercise any right, option or election hereunder, Lender shall not be deemed to have waived any provision hereof or to have released Borrower from any of the obligations secured hereby unless

such waiver or release is in writing and signed by Lender. The waiver by Lender of Borrower's failure to perform or observe any term, covenant or condition referred to or contained herein to be perform or observed by Borrower shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent failure of Borrower to perform or observe the same or any other such term, covenant or condition referred to or contained herein, and no custom or practice which may develop between Borrower and Lender during the term hereof shall be deemed a waiver of or in any way affect the right of Lender to insist upon the performance by Borrower of the obligations secured hereby in strict accordance with the terms hereof or of any other Loan Document.

(d) Waiver of Lien. In accordance with California Code of Civil Procedure Section 726.5, Lender may waive its lien against the Property or any portion thereof, together with fixtures or personal property thereon, to the extent such property is found to be environmentally impaired, and may exercise any and all rights and remedies of an unsecured creditor against Borrower and all of Borrower's assets and property for the recovery of any deficiency, including, without limitation, seeking an attachment order under California Code of Civil Procedure Section 483.010. No such waiver shall be final or binding on Lender unless and until a final money judgment is obtained against Borrower. As between Lender and Borrower, for purposes of California Code of Civil Procedure Section 726.5, Borrower shall have the burden of proving that the release or threatened release was not knowingly or negligently caused or contributed to, or knowingly or willfully permitted or acquiesced to by Borrower or any related party (or any affiliate or agent of Borrower or any related party) and that Borrower made written disclosure of the release to Lender or that Lender otherwise obtained actual knowledge thereof prior to the making of the Loan evidenced by the Note. Notwithstanding anything to the contrary contained in this Deed of Trust or the other Loan Documents, Borrower shall be fully and personally liable for all judgments and awards entered against Borrower pursuant to California Code of Civil Procedure Section 726.5 and such liability shall be an exception to any non-recourse or exculpatory provision in this Deed of Trust or the other Loan Documents and shall not be limited to the original principal amount of the obligations secured by this Deed of Trust. Borrower's obligations hereunder shall survive the foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purpose of any action brought under this Section, Borrower hereby waives the defense of laches and any applicable statute of limitations. For purposes of California Code of Civil Procedure Section 726.5, the acts, knowledge and notice of each "726.5 Party" shall be attributed to and be deemed to have been performed by the party or parties then obligated on and liable for payment of the Note. As used herein, **"726.5 Party"** shall mean Borrower, any successor owner to Borrower of all or any portion of the Property, any related party of Borrower or any such successor and any affiliate or agent of Borrower, any such successor or any such related party.

(e) Action for Environmental Claims. In accordance with, and subject to limitations of, California Code of Civil Procedure Section 736, Lender may seek a judgment that Borrower has breached its covenants, representations and/or warranties with respect to the environmental matters contained in Article 8 of the Loan Agreement (the **"Environmental Provisions"**), and may commence and maintain an action or

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actions in any court of competent jurisdiction for enforcement of the Environmental Provisions and/ or recovery of any all costs, damages, expenses, fees, penalties, fines, judgments, indemnification payments to third parties, and other out-of-pocket costs or expenses (including, without limitation, court costs, consultants' fees and attorneys' fees, whether incurred in litigation or not and whether before or after judgment), incurred or advanced by Lender pursuant to the Environmental Provisions (collectively, the **"Environmental Costs"**), excluding, however, any Environmental Costs not permitted to be recovered pursuant to Section 736 of the California Code of Civil Procedure. Environmental Costs that are not permitted to be recovered pursuant to Section 736 may be referred to hereinafter as the **"Unsecured Environmental Costs,"** and Environmental Costs other than the Unsecured Environmental Costs may be referred to hereinafter as the **"Secured Environmental Costs."** Any Unsecured Environmental Costs shall not be secured by this Deed of Trust; however, nothing herein shall prevent Lender from recovering any Unsecured Environmental Costs pursuant to the unsecured Environmental Provisions of the Loan Agreement, to the extent they are recoverable in accordance with the Loan Agreement. All Secured Environmental Costs incurred by Lender shall bear interest at the Default Rate. All Secured Environmental Costs together with interest thereon at the rate then in effect under the Note shall be secured by this Deed of Trust and shall enjoy the same priority as the original principal amount of the Note. Borrower acknowledges and agrees that notwithstanding any term or provision contained in this Deed of Trust or in the other Loan Documents, Environmental Costs shall be exceptions to any nonrecourse or exculpatory provision, if any, and Borrower shall be fully and personally liable for Environmental Costs. Such liability shall not be limited to the original principal amount of the obligations secured by this Deed of Trust. Borrower's obligations hereunder shall survive foreclosure, deed in lieu of foreclosure, release, reconveyance or any other transfer of the Property or this Deed of Trust. For the purposes of any action brought under this subparagraph, Borrower hereby waives the defense of laches and any applicable statute of limitations.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Borrower has executed this Deed of Trust as of the date first above written.

Borrower:

LA-PENINSULA MEDICAL, LLC, a California limited liability company

By: LA-Peninsula Medical II, LLC, a California limited liability company, its managing member

By: Low & Archibald Real Estate Group, Inc., a California corporation, its sole member

By: _____
Name: DAVID ARCHIBALD
Title: EVP/CFO

Borrower's Organizational ID No.: 200616610095

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STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

On July 19, 2006, before me, D Secaro NOTARY PUBLIC personally appeared David . Archibald, personally known to me (or 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.

WITNESS my hand and official seal.

Signature D Secaro

(This area for official notarial seal)

D. SECARO
Commission # 1430153
Notary Public - California
Orange County
My Comm. Expires Aug 10, 2007

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EXHIBIT A
Description of Premises

LOT 71 OF TRACT 31331 IN THE CITY OF TORRANCE, AS PER MAP RECORDED IN BOOK 852, PAGES 61 TO 66 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF SAID LAND WHICH LIES EASTERLY OF THE EASTERLY LINE AND (SOUTHERLY PROLONGATION THEREOF) OF BLOCK 12 OF WALTERIA TRACT, AS PER MAP RECORDED IN BOOK 17, PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY AND THE ADJOINING STREET, ROADS AND HIGHWAYS; PROVIDED HOWEVER THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESSED OR IMPLIED BEING EXCEPTED OR RESERVED TO GRANTOR; AND PROVIDED, FURTHER, THAT GRANTOR SHALL NOT, IN EXERCISING SUCH RIGHTS, DO ANYTHING WHICH WILL DAMAGE THE SURFACE OF THE PROPERTY OR ANY STRUCTURES THEREON, AND SHALL NOT CONDUCT ANY DRILLING OR OTHER OPERATIONS OF ANY KIND IN THE 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH THE PROPERTY AND THE ADJOINING STREETS, ROADS AND HIGHWAYS BELOW A DEPTH OF 500 FEET AND TO DRILL, EXPLORE FOR, DEVELOP, REDEVELOP, PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, OIL, GAS, WATER AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM BELOW SAID DEPTH ANY AND ALL OPERATION DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHT, AS EXCEPTED AND RESERVED BY PHILLIP R. NICHOLSON IN DEED RECORDED MAY 16, 1974 AS INSTRUMENT NO. 419.

ALSO EXCEPT FROM THAT PORTION OF SAID LAND WHICH LIES WESTERLY OF THE EASTERLY LINE AND PROLONGATION LAST ABOVE REFERRED TO ALL OIL, GAS AND OTHER HYDROCARBONS, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC REVENUE CODE AND ALL OTHER MINERAL AND SUBSTANCES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM THE REAL PROPERTY DESCRIBED HEREIN OR THE ADJOINING STREETS, ROADS, OR HIGHWAYS, NOW OR AT ANY TIME HEREAFTER SITUATED IN AND UNDER THE REAL PROPERTY AND LYING BELOW A DEPTH OF 500 FEET MEASURED FROM THE SURFACE OF SAID LAND REAL PROPERTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH

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Assessor's Parcel No.: 7547-019-001

Common Address: 25550 Hawthorne Boulevard
Torrance, California

07/28/06

06 1653225

#14

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20071496833

Pages: 009

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County, California

06/21/07 AT 08:20AM

Fee: 30.00
Tax: 0.00
Other: 0.00
Total: 30.00

813934 200706210780013 Mail

TITLE(S) :

LEAD SHEET

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

AFTER RECORDING, PLEASE RETURN TO:
LandAmerica Com'l Lendor & Search
5800 Cox Road
Richmond, VA 23060
Attn: Hope Trader

06/21/07

20071496833

SPACE ABOVE FOR RECORDER'S USE ONLY

Assignment of Deed of Trust
Title of Document

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(Rev. 6/00 ha)

(Word/S /Doc Exam/Cover Sheet)

3

RECORDING REQUESTED BY AND WHEN RECORDED PLEASE RETURN TO: Katten Muchin Rosenman LLP 1025 Thomas Jefferson Street, NW East Lobby, Suite 700 Washington, DC 20007 Attention Lisa-Marie C. Monsanto, Esq	

ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST (this "Assignment"), made as of the 8th day of January, 2007 by MARATHON STRUCTURED FINANCE FUND L P, a Delaware limited partnership, having an address at c/o Marathon Asset Management, 461 Fifth Avenue, 14th Floor, New York, NY 10017 ("Assignor") to LASALLE BANK NATIONAL ASSOCIATION, as Trustee of the Marathon Real Estate CDO 2006-1 Grantor Trust, having an address at c/o Marathon Asset Management, L L C., 461 Fifth Avenue, 11th Floor, New York, New York 10017 ("Assignee"),

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the sum of TEN DOLLARS ($10.00) lawful money of the United States and other good and valuable consideration, the receipt whereof is hereby acknowledged, Assignor has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto Assignee.

Assignor's right, title and interest in, to and under that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Mortgage") from LA-PENINSULA MEDICAL, LLC, as Borrower, to Fidelity National Title Insurance Company, as Trustee, for the benefit of Assignor, as Lender, dated July 24, 2006, and recorded on July 26, 2006, as Instrument No 06-1653225, in the Official Records of Los Angeles County, California,

TOGETHER WITH the note or notes described or referred to in the Mortgage, the money due and to become due thereon with interest, and all rights accrued or to accrue under the Mortgage; excluding, however any rights to receive any prepayment premiums or penalties, any exit fee, any extension fee or any contingent payment (including an equity kicker) or any of the servicing rights that have been granted to Wachovia Bank National Association ("Wachovia") pursuant to the Servicing Rights Purchase and Sale Agreement by and between Wachovia, Assignor and Marathon Structured Finance Fund, Ltd., dated May 18, 2006, which will be retained by Assignor,

4

This Assignment is made by Assignor without recourse or warranty in any respect.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever.

The Mortgage encumbers, among other things, the property described on Exhibit A annexed hereto and made a part hereof, together with the buildings and improvements erected thereon.

[SIGNATURE PAGE FOLLOWS]

5

IN WITNESS WHEREOF, Assignor has caused these presents to be duly executed as of the day and year first written above.

MARATHON STRUCTURED FINANCE FUND L.P., a Delaware limited partnership

By: _____
Name: Brice Richards
Title: President

Signature Page to Assignment of Deed of Trust (Peninsula)

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[ACKNOWLEDGMENT]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 11th day of January in the year 2007 **before me**, the undersigned, a Notary Public in and for said state, personally appeared Basil Richards, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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 capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public
Notary Public, State of New York
No. 02T[illegible]5055873
Qualified in Westchester County
Commission Expires 2001

1

EXHIBIT A

Description of the Property

8

EXHIBIT A
Description of Premises

LOT 71 OF TRACT 31331 IN THE CITY OF TORRANCE, AS PER MAP RECORDED IN BOOK 852, PAGES 61 TO 66 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF SAID LAND WHICH LIES EASTERLY OF THE EASTERLY LINE AND (SOUTHERLY PROLONGATION THEREOF) OF BLOCK 12 OF WALTERIA TRACT, AS PER MAP RECORDED IN BOOK 17, PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY AND THE ADJOINING STREET, ROADS AND HIGHWAYS; PROVIDED HOWEVER THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESSED OR IMPLIED BEING EXCEPTED OR RESERVED TO GRANTOR; AND PROVIDED, FURTHER, THAT GRANTOR SHALL NOT, IN EXERCISING SUCH RIGHTS, DO ANYTHING WHICH WILL DAMAGE THE SURFACE OF THE PROPERTY OR ANY STRUCTURES THEREON, AND SHALL NOT CONDUCT ANY DRILLING OR OTHER OPERATIONS OF ANY KIND IN THE 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH THE PROPERTY AND THE ADJOINING STREETS, ROADS AND HIGHWAYS BELOW A DEPTH OF 500 FEET AND TO DRILL, EXPLORE FOR, DEVELOP, REDEVELOP, PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, OIL, GAS, WATER AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM BELOW SAID DEPTH ANY AND ALL OPERATION DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHT, AS EXCEPTED AND RESERVED BY PHILLIP R. NICHOLSON IN DEED RECORDED MAY 16, 1974 AS INSTRUMENT NO. 419.

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9

Assessor's Parcel No.: 7547-019-001

Common Address: 25550 Hawthorne Boulevard
Torrance, California

#15

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20071197963 Pages: 008

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Recorder's Office, Los Angeles County, California

05/17/07 AT 08:01AM

Fee: 20.00
Tax: 0.00
Other: 0.00
Total: 20.00

666614 200705170120012 Mail

TITLE(S) :

LEAD SHEET

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

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PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

~~AFTER RECORDING, PLEASE RETURN TO:~~
LandAmerica Coast Lender & Search
5600 Cox Road
Richmond, VA 23060
Attn: Hope Trader

05/17/07

20071197963

SPACE ABOVE FOR RECORDER'S USE ONLY

UCC Financing Statement
Title of Document

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($3.00 Additional Recording Fee Applies)

(Rev. 8/00:ha) (Word/S:/Doc Exam/Cover Sheet)

3

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
Lisa-Marie Monsanto, Esq. (202) 625-3651

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Katten Muchin Rosenman LLP
1025 Thomas Jefferson Street, NW
Suite 700 / East Lobby
Washington, DC 20007-5201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: LA-Peninsula Medical, LLC

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 4921 Birch Street, Suite 100 | CITY: Newport Beach | STATE: CA | POSTAL CODE: 92660 | COUNTRY: USA

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: lim. liability co. | 1f. JURISDICTION OF ORGANIZATION: California | 1g. ORGANIZATIONAL ID #, if any: CA-2006 16610095 ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: Marathon Structured Finance Fund L.P.

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 461 Fifth Avenue, 11th Floor | CITY: New York | STATE: NY | POSTAL CODE: 10017 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All of Debtor's respective right, title and interest in the land (as identified and described on Exhibit B attached hereto), fixtures, personal property, leases, rents, general intangibles, and all other property as identified and more particular described on Exhibit A attached hereto and incorporated herein by reference.

5. ALTERNATIVE DESIGNATION (if applicable): ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☑ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable) Attach Addendum

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Marathon/LA-Peninsula Medical, LLC -- to be filed in Los Angeles County, CA Doc ID 41691772

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

4

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

LA-Peninsula Medical, LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

11c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any
				☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

12c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☑ fixture filing.

14. Description of real estate:

See Exhibit A attached hereto and made a part hereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

Document ID 41691773

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (FORM UCC1Ad) (REV. 05/22/02)

Exhibit A to UCC-1 Financing Statement

Debtor: LA-Peninsula Medical, LLC, a California limited liability company

Secured Party: Marathon Structured Finance Fund L.P.

EXHIBIT A

Secured Party has a continuing security interest in the following types (or items) of property (the "**Property**"):

(a) The real property described in Exhibit B, together with all existing and future easements and rights affording access to it (the "**Premises**"); together with

(b) All buildings, structures, improvements and fixtures now or in the future located or to be constructed on the Premises (the "**Improvements**"); together with

(c) All existing and future appurtenances, privileges, rights-of-way, franchises and tenements of the Premises, including all minerals rights, oil, gas, and associated substances, and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future Leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("Leases") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases and all rents, income, revenues, prepayments, security deposits, tax, insurance and replacement reserve deposits, receipts, termination, cancellation, and option payments, royalties, profits, issues, service reimbursements, fees, accounts receivables, and revenues from the Premises and/or Improvements from time to time accruing under the Leases (the "**Rents**"); together with

(e) All materials, supplies, work in process, chattels, furniture, fixtures, appliances, machinery and other personal property of any kind, now or later to be attached to, incorporated into, placed in, on or about, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made by Debtor for the benefit of Secured Party (the "**Mortgage**"); together with

✓ LA - PENINSULA MEDICAL, LLC 6

Exhibits

(f) All of Debtor's interest in and to all operating accounts, the Loan funds (as defined in the Mortgage), whether disbursed or not, all reserves set forth in the Renovations Budget (as defined in the Mortgage), the Funds (as defined in the Mortgage) and any other monies on deposit with or for the benefit of Secured Party, including any deposit for the payment of real estate taxes and insurance and any deposit for the payment of environmental mitigation costs, and any cash collateral account and bank accounts of Debtor; together with

(g) All claims, demands, judgments, insurance policies, insurance proceeds, refunds, reserves, accounts receivable, cost savings, deposits, rights of action, awards of damages, compensation, settlements and other rights to the payment of money hereafter made resulting from or relating to (i) the taking of the Premises or the Improvements or any part thereof under the power of eminent domain, (ii) any damage (whether caused by such taking, by casualty or otherwise) to the Premises, Improvements or appurtenances thereto or any part thereof, or (iii) the ownership or operation of the Property; together with

(h) To the extent assignable, all management contracts, permits, licenses, applications, approvals, plans, specifications and drawings, contracts, purchase and sale agreements, purchase options, entitlements, soil test reports, other reports of examination or analysis of the Premises or the Improvements, development rights and authorizations, however characterized, issued or in any way furnished for the acquisition, construction, development, operation and use of the Premises, Improvements and/or Leases, including building permits, environmental certificates, certificates of operation, warranties and guaranties; together with

(i) All of the following types of collateral, as defined in the Uniform Commercial Code as in effect from time to time in the State of California (the "Code"): accounts, contract rights, general intangibles, chattel paper, documents, instruments, inventory, goods, equipment, investment property, deposit accounts, letter of credit rights, commercial tort claims, health care receivables and all books and records relating to the foregoing, provided that Debtor will cooperate with Secured Party in obtaining "control" as defined in the Code with respect to collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper; together with

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

(k) All proceeds and products and renewals of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above; and together with

(l) Any and all after-acquired right, title or interest of Debtor in and to any property of the types described in the preceding granting clauses.

1

Exhibit B to UCC-1 Financing Statement

Debtor: LA-Peninsula Medical, LLC, a California limited liability company

Secured Party: Marathon Structured Finance Fund L.P.

EXHIBIT B

LEGAL DESCRIPTION

LOT 71 OF TRACT 31331 IN THE CITY OF TORRANCE, AS PER MAP RECORDED IN BOOK 852, PAGES 61 TO 66 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT FROM THAT PORTION OF SAID LAND WHICH LIES EASTERLY OF THE EASTERLY LINE AND (SOUTHERLY PROLONGATION THEREOF) OF BLOCK 12 OF WALTERIA TRACT, AS PER MAP RECORDED IN BOOK 17, PAGES 55 AND 56 OF MISCELLANEOUS RECORDS, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL RESOURCES AS DEFINED IN SECTION 6903 OF THE CALIFORNIA PUBLIC RESOURCES CODE AND ALL OTHER MINERALS, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT, WITHIN OR THAT MAY BE PRODUCED FROM THE PROPERTY AND THE ADJOINING STREET, ROADS AND HIGHWAYS; PROVIDED HOWEVER THAT ALL RIGHTS AND INTEREST IN THE SURFACE OF THE PROPERTY ARE HEREBY CONVEYED TO GRANTEE, NO RIGHT OR INTEREST OF ANY KIND THEREIN, EXPRESSED OR IMPLIED BEING EXCEPTED OR RESERVED TO GRANTOR; AND PROVIDED, FURTHER, THAT GRANTOR SHALL NOT, IN EXERCISING SUCH RIGHTS, DO ANYTHING WHICH WILL DAMAGE THE SURFACE OF THE PROPERTY OR ANY STRUCTURES THEREON, AND SHALL NOT CONDUCT ANY DRILLING OR OTHER OPERATIONS OF ANY KIND IN THE 500 FEET BELOW THE SURFACE OF THE PROPERTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH THE PROPERTY AND THE ADJOINING STREETS, ROADS AND HIGHWAYS BELOW A DEPTH OF 500 FEET AND TO DRILL, EXPLORE FOR, DEVELOP, REDEVELOP, PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, OIL, GAS, WATER AND OTHER SUBSTANCES OF WHATEVER NATURE, INCLUDING THE RIGHT TO PERFORM BELOW SAID DEPTH ANY AND ALL OPERATION DEEMED BY GRANTOR NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHT, AS EXCEPTED AND RESERVED BY PHILLIP R. NICHOLSON IN DEED RECORDED MAY 16, 1974 AS INSTRUMENT NO. 419.

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LA PENINSULA MEDICAL, LLC

8

Exhibit

SECTION 6903 OF THE CALIFORNIA PUBLIC REVENUE CODE AND ALL OTHER MINERAL AND SUBSTANCES, WHETHER SIMILAR TO THOSE HEREIN SPECIFIED OR NOT WITHIN OR THAT MAY BE PRODUCED FROM THE REAL PROPERTY DESCRIBED HEREIN OR THE ADJOINING STREETS, ROADS, OR HIGHWAYS, NOW OR AT ANY TIME HEREAFTER SITUATED IN AND UNDER THE REAL PROPERTY AND LYING BELOW A DEPTH OF 500 FEET MEASURED FROM THE SURFACE OF SAID LAND REAL PROPERTY, TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT FROM TIME TO TIME TO MAINTAIN WELLS OR OTHER WORKS INTO OR THROUGH SAID REAL PROPERTY AND ADJOINING STREETS, ROAD AND HIGHWAYS BELOW A DEPTH OF 500 FEET AND TO DRILL, EXPLORE FOR, DEVELOP, REDEVELOP, PRODUCE, INJECT, STORE AND REMOVE FROM AND THROUGH SUCH WELLS OR WORKS, THE MINERALS OR SUBSTANCES REFERRED TO HEREIN, INCLUDING THE RIGHT TO PERFORM BELOW SAID DEPTH ANY AND ALL OPERATIONS NECESSARY OR CONVENIENT FOR THE EXERCISE OF SUCH RIGHT, BUT WITHOUT ANY RIGHT TO ENTER UPON THE SURFACE FOR EXTRACTION OR REMOVAL OF ANY SUBSTANCES OR MINERALS REFERRED TO HEREIN, AND WITHOUT ANY RIGHT TO PENETRATE OR TO PASS THROUGH THE 500 FOOT SPACE IMMEDIATELY BELOW SAID SURFACE FOR PURPOSES OF SUCH EXTRACTION OR REMOVAL, AS GRANTED TO SCOTTFIELD CORP., A CALIFORNIA CORPORATION, IN DEED RECORDED MAY 16, 1974 AS INSTRUMENT NO. 435.

Assessor's Parcel No.: 7547-019-001

Common Address: 25550 Hawthorne Boulevard
Torrance, California

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20072366549 Pages: 002

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

10/17/07 AT 08:33AM

Fee: 10.00
Tax: 0.00
Other: 0.00
Total: 10.00

1284323 200710170040022 Counter

TITLE(S) :

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Assessor's Identification Number (AIN)
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Number of AIN's Shown

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10/17/07

2

20072366549

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Lisa-Marie Monsanto, Esq. (202) 625-3651

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Katten Muchin Rosenman LLP
1025 Thomas Jefferson Street, N.W.,
East Lobby, Suite 700
Washington, D.C. 20007-5201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20071197963 filed 5/17/07

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. ☑

2. ☐ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☑ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7
☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.
☐ DELETE name: Give record name to be deleted in item 6a or 6b.
☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d–7g (if applicable).

6. CURRENT RECORD INFORMATION:
6a. ORGANIZATION'S NAME
Marathon Structured Finance Fund L.P.
OR
6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
LaSalle Bank National Association, in its capacity as Trustee for Marathon Real Estate CDO 2006-1 Grantor Trust
OR
7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS: 461 Fifth Avenue, 14th Floor
CITY: New York
STATE: NY
POSTAL CODE: 10017
COUNTRY:

7d. SEE INSTRUCTIONS | ADDL INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.
9a. ORGANIZATION'S NAME
Marathon Structured Finance Fund L.P.
OR
9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
(331775/00023-LA-Peninsula Medical) To be filed in Los Angeles County, CA Doc ID No. 41712030

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

#16

This page is part of your document - DO NOT DISCARD

20070131092

Pages: 0004

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

01/22/07 AT 02:56PM

Fees	$15 00
Taxes	$0 00
Other	$12 00
Paid	$27 00

0000103064 200701220020087 Counter

TITLE(S) :

LEAD SHEET

FEE

D.T.T.

CODE
20

CODE
19

CODE
9____

Assessor's Identification Number (AIN)
To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

Recording Request By:
C-Lease Real Estate, Inc.
When Recorded Mail to:
C-Lease Real Estate, Inc.
Attention: Ashley Arthur
25500 Hawthorne Boulevard
Suite 2250
Torrance, CA 90505

01/22/07

20070131092

Space Above This Line Reserved For Recorder's Use

TITLE(S)

Notice of Non-Responsibility

07 0131092 3

NOTICE

NON-RESPONSIBILITY
(C.C. Sec. 3094, 3128 & 3129)

TO ALL WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN

(1) That we, to wit, LA Peninsula Medical, LLC are the Owner and Landlord of certain property located in the City of Torrance, County of Los Angeles, State of California, and more particularly described as: Lot 71 Map Book 7547 Page 19 Parcel No. 7547019001 Track 31331 of Maps in the Office of the County Recorder of Los Angeles County, State of California.

(2) That we, have obtained knowledge that alterations are being made on said property.

(3) That ten (10) days have not elapsed since we obtained this knowledge.

(4) That we will not be responsible for the alteration of said improvement, or for the material or labor used or to be used thereon, or which has been performed, furnished or used in any manner or way upon said land, or upon the improvement thereon, or addition thereto, or which may hereafter be performed, furnished, or used upon said land, or upon the building thereon, or addition thereto, or for the services of any architect.

(5) That Tom and Pamela Lieb, a married couple is the lessee(s) of said property.

(6) That the street address of said property is 25550 Hawthorne Blvd., Torrance, CA 90505.

Dated: 1/17/07

LA Peninsula Medical, LLC
25500 Hawthorne Blvd., Suite 2250
Torrance, CA 90505

By: C-Lease Real Estate, Inc.

Its: Authorized Agent

By: [signature]

Its: Property Director

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS. SEE ATTACHED

Ashley Arthur, being first duly sworn, deposes and says: That the above and within notice is a true and correct copy of a notice posted in a conspicuous place on Lot 71 Map Book 7547 Page 19 Parcel No. 7547019001 Track 31331 of Maps in the Office of the County Recorder of Los Angeles County, State of California on the 18th day of January 2007, by Ashley Arthur, and that the facts herein are true of her own knowledge, and that she is making this affidavit for and on behalf of the persons for whose protection said notice was given.

Subscribed and sworn to before me this ____ day of _____, 20__ *Seal/Stamp*

_____
Notary Public in and for said County and State

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of LOS ANGELES } ss.

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

17TH (Date) day of JANUARY (Month), 2007 (Year), by

(1) ASHLEY ARTHUR (Name of Signer),

☒ Personally known to me
~~☐ Proved to me on the basis of satisfactory evidence~~
to be the person who appeared before me (.) (,)

(and

(2) _____ (Name of Signer),

~~☐ Personally known to me~~
~~☐ Proved to me on the basis of satisfactory evidence~~
~~to be the person who appeared before me.~~)

KELI L. ARTHUR
Commission # 1473697
Notary Public - California
Los Angeles County
My Comm. Expires Mar 2, 2008

Keli L. Arthur
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Further Description of Any Attached Document

Title or Type of Document: NON-RESPONSIBILITY

Document Date: 1-17-07 Number of Pages: 2

Signer(s) Other Than Named Above: N/A

RIGHT THUMBPRINT OF SIGNER #1	RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here	Top of thumb here