

Old Republic Title Company 2404825-10

When recorded, return to:

Orrick, Herrington & Sutcliffe LLP
609 Main Street, 40th Floor
Houston, Texas 77002
Attention: Amanda Stephens, Esq.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, FINANCING STATEMENT, FIXTURE FILING AND OTHER REAL PROPERTY RELATED FINANCING STATEMENT FILING

By

BUILDING HOPE SEQUOIA ROAD NW, LLC, a New Mexico limited liability company, as Grantor and Trustor

In favor of

OLD REPUBLIC TITLE INSURANCE COMPANY, as Trustee

for the benefit of

EQUITABLE FACILITES FUND, INC., a Delaware nonstock nonprofit corporation, as Beneficiary

Made and dated as of September 26, 2025

This Deed of Trust shall also constitute, among other things, a line of credit mortgage pursuant to NMSA 1978, Section 48-7-4(B) (1991), or any successor statute

TABLE OF CONTENTS

	<u>Page</u>
<u>Page</u>	i
ARTICLE 1 IDENTIFICATION OF THE MORTGAGED PROPERTY AND ITS CONVEYANCE TO THE TRUSTEE	4
Section 1.01 Trustor’s Conveyance of the Mortgaged Property to the Trustee to Secure the Debt.....	4
Section 1.02 Habendum and Title Warranty	6
ARTICLE 2 THE DEBT SECURED	6
Section 2.01 Conveyance in Trust to Secure Designated Obligations	6
Section 2.02 Debt Defined.....	7
Section 2.03 Maximum Amount Secured.	7
ARTICLE 3 SECURITY AGREEMENT	8
Section 3.01 Grant of Security Interest.....	8
Section 3.02 Debtor’s Covenants Concerning Personalty Subject to the UCC.....	9
Section 3.03 UCC Rights are not Exclusive.....	12
Section 3.04 Deed of Trust is Also Financing Statement.....	12
Section 3.05 No other Financing Statements on the Collateral	12
Section 3.06 Secured Party May File Financing and Continuation Statements	12
Section 3.07 Fixtures	12
Section 3.08 Assignment of Non-UCC Personal Property	13
Section 3.09 Debtor’s Warranties Concerning Collateral	13
Section 3.10 Certain Powers of Secured Party	13
Section 3.11 Standard of Care	14
Section 3.12 Change Terms, Release Collateral.....	14
ARTICLE 4 TRUSTOR’S COVENANTS.....	15
Section 4.01 Covenants for the Benefit of Trustee	15
Section 4.02 Trustor Agrees to Pay or Reimburse Trustee’s Expenses.....	19
ARTICLE 5 TRUSTOR’S REPRESENTATIONS AND WARRANTIES.....	20
Section 5.01 Trustor Solvent	20
Section 5.02 No False Representation	20
Section 5.03 Title.....	20
Section 5.04 Regulation U.....	21
Section 5.05 ERISA.....	21
ARTICLE 6 DEFAULTS AND REMEDIES	21
Section 6.01 Release for Full Payment and Performance.....	21
Section 6.02 Events of Default	21
Section 6.03 Remedies.....	22
Section 6.04 Application of Foreclosure Sale Proceeds	22
Section 6.05 Trustee May Bid and Purchase	23
Section 6.06 Trustee May Require Abandonment and Recommencement of Sale.	23
Section 6.07 Multiple Sales; Deed of Trust Continues in Effect.	23
Section 6.08 Successor or Substitute Trustee.	24
Section 6.09 Right to Receiver	24

Section 6.10	Tenants at Will.....	24
Section 6.11	Lifting of Automatic Stay.....	24
ARTICLE 7 TRUSTEE’S RIGHT TO PERFORM TRUSTOR’S OBLIGATIONS.....		24
Section 7.01	Trustee May Elect to Perform Defaulted Obligations	24
Section 7.02	Exercise of Rights is not Waiver or Cure of Default.....	25
ARTICLE 8 TAX AND INSURANCE DEPOSITS		25
ARTICLE 9 ASSIGNMENT OF RENTS		26
Section 9.01	Assignment of Rents, Revenues, Income and Profits.....	26
Section 9.02	Assignment is Absolute; Grant of Revocable License to Trustor to Collect Rental before an Event of Default	26
Section 9.03	Remedies.....	26
Section 9.04	Trustee in Possession; No Liability of Trustee	27
Section 9.05	Additional Covenants, Warranties and Representations Concerning Leases and Rental	27
Section 9.06	Merger.....	29
Section 9.07	Reassignment.....	29
Section 9.08	Subordination of Deed of Trust to Leases	29
ARTICLE 10 GENERAL AND MISCELLANEOUS PROVISIONS		29
Section 10.01	Debt May be Changed without Affecting this Deed of Trust.....	29
Section 10.02	Security is Cumulative.....	29
Section 10.03	Usury Not Intended; Savings Provisions	30
Section 10.04	Shortening of Redemption Period.....	30
Section 10.05	Subrogation to Liens Discharged.....	30
Section 10.06	Due on Sale	30
Section 10.07	Condemnation	31
Section 10.08	Appraisals and Reports to be Provided.....	32
Section 10.09	Notices	32
Section 10.10	Trustee and Trustor	33
Section 10.11	Article, Section and Exhibit References, Numbers and Headings	33
Section 10.12	Exhibits Incorporated.....	33
Section 10.13	“Including” is not Limiting.....	33
Section 10.14	Gender.....	33
Section 10.15	Severability	33
Section 10.16	Any Unsecured Debt is Deemed Paid First	33
Section 10.17	Payments Returned	34
Section 10.18	Noun, Pronoun and Verb Numbers.....	34
Section 10.19	Amendments in Writing.....	34
Section 10.20	Intentionally Omitted.....	35
Section 10.21	Venue	35
Section 10.22	Entire Agreement	35
Section 10.23	Release of Claims and Waivers	36
Section 10.24	Subordinate Liens	36
Section 10.25	Development Encumbrances	36
Section 10.26	Conflict with the Loan Agreement	37
Section 10.27	Concerning Trustee	37
Section 10.28	Line of Credit Mortgage.	38

Section 10.29 Construction Mortgage.....	38
Section 10.30 Freedom to Choose Insurance Company.....	38
Section 10.31 Limitations on Indemnity in New Mexico.....	38
Section 10.32 Limitation on Power of Attorney.....	39
Section 10.33 Foreclosure Laws.....	39
ARTICLE 11 ENVIRONMENTAL MATTERS	39
Section 11.01 Certain Definitions.....	39
Section 11.02 Environmental Representations and Warranties.....	42
Section 11.03 Environmental Covenants.....	44
Section 11.04 Environmental Indemnity	46
Section 11.05 Releases	48

EXHIBITS:

- Exhibit A – Real Property Description
- Exhibit B – Permitted Encumbrances
- Exhibit C – Environmental Laws

ARTICLE 1

IDENTIFICATION OF THE MORTGAGED PROPERTY AND ITS CONVEYANCE TO THE TRUSTEE

Section 1.01 Trustor's Conveyance of the Mortgaged Property to the Trustee to Secure the Debt. To secure payment of principal, lawful interest and other elements of the Debt described and defined in Article 2, in consideration of the uses and trusts (the "Trust") established and continued by this Construction Deed of Trust, Security Agreement, Assignment of Leases and Rents, Financing Statement, Fixture Filing and Other Real Property Related Financing Statement Filing (the "Deed of Trust") and in consideration of \$10 and other good and valuable consideration paid before delivery of this Deed of Trust by Trustor to Trustee, who hereby acknowledges its receipt and that it is reasonably equivalent value for this Deed of Trust and all other security and rights given by Trustor, Trustor (as Trustor, Debtor and Assignor) hereby creates a security interest in, warrants, mortgages, grants, bargains, sells, conveys, transfers, assigns, sets over, confirms and delivers unto to Trustee and to its assigns forever, IN TRUST WITH POWER OF SALE, with mortgage covenants and pursuant to the statutory mortgage condition, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's estate, right, title and interests in, to and under any and all of the following property whether now owned or hereafter acquired, together with all cash and noncash proceeds thereof (collectively, the "Mortgaged Property"):

(a) Real Property. All of the real estate and premises described or referred to on Exhibit A, together with (i) all of Trustor's estate, right, title and interest in and to all easements and rights of way for utilities, ingress or egress to or from said property and (ii) all interests of Trustor in and to all streets, rights-of-way, alleys or strips of land adjoining said property (collectively, the "Real Property").

(b) Buildings and Improvements. All existing and all future buildings on the Real Property and other improvements to it, all of which Trustor and Trustee hereby irrevocably declare to be real estate and part of the Real Property, including all water, sewage and drainage facilities, wells, treatment plants, supply, collection and distribution systems, paving, landscaping and other improvements (collectively, the "Improvements").

(c) Fixtures, Equipment and Supplies. All furniture, fixtures, equipment and supplies and other tangible personal property (the "Fixtures and Equipment") now or hereafter attached to, used, intended or acquired for use for, or in connection with, the construction, maintenance, operation or repair of the Real Property or Improvements, or for the present or future replacement or replenishment of used portions of it, wherever located, whether in the possession of Trustor, warehousemen, bailees or any other person (except tenants of any Lease as defined in Section 9.01 herein), and all related parts, filters and supplies, including, but not limited to, all heating, lighting, cooling, ventilating, air conditioning, environment control, refrigeration, plumbing, incinerating, water heating, cooking, pollution control, gas, electric, solar, nuclear, computing, monitoring, measuring, controlling, distributing and other equipment and fixtures, and all renewals and replacements of them, all substitutions for them and all additions and accessions to them, all of which Trustor and Trustee hereby also irrevocably declare to be real estate and part of the Real Property.

(d) Leases. All Leases and Rental (as such terms are defined in Section 9.01 below).

(e) Utilities. All wastewater, fresh water and other utilities capacity and facilities (the "Utilities Capacity") available or allocable to the Real Property and Improvements or dedicated to or reserved for them pursuant to any system, program, contract or other arrangement with any public or private utility, and all related or incidental licenses, rights and interests, whether considered to be real, personal or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement or rebate for utilities facilities construction or installation or for any reservation fee, standby fee or capital recovery charge promised, provided or paid for by Trustor or any of Trustor's predecessors or Affiliates (defined below), to the full extent now allocated or allocable to the Real Property or Improvements, plus all additional Utilities Capacity, if any, not dedicated or reserved to the Real Property or Improvements but which is now or hereafter owned or controlled by Trustor or by anyone (an "Affiliate," whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by or is under common control with Trustor, to the full extent that such additional Utilities Capacity is necessary to allow development, marketing and use of the Real Property or Improvements for their highest and best use.

(f) After-acquired Property. All estate, right, title and interest acquired by Trustor in or to the Real Property, Improvements, Fixtures and Equipment, Leases and Utilities Capacity after execution of this Deed of Trust.

(g) Appurtenances. Any and all rights and appurtenances (the "Appurtenances") belonging, incident or appertaining to the Real Property, Improvements, Fixtures and Equipment, Leases or Utilities Capacity or any part of them.

(h) Oil and Gas. All existing and future minerals, oil, gas and other hydrocarbon substances in, upon, under or through the Real Property, if any.

(i) Reversions and Remainders. Any and all rights and estates in reversion or remainder to the Real Property, Improvements, Fixtures and Equipment, Leases, Utilities Capacity or Appurtenances or any part of them.

(j) Contractual Rights. To the extent legally permissible, all contracts (including contracts for the sale or exchange of all or any portion of the Real Property or the Improvements), franchises, licenses and permits whether executed, granted or issued by a private person or entity or a governmental or quasi-governmental agency, which are directly or indirectly related to or connected with the development or sale of the Real Property or the Improvements, whether now or at any time hereafter existing, and all amendments and supplements thereto and renewals and extensions thereof at any time made, and all rebates, refunds, escrow accounts and funds, or deposits and all other sums due or to become due under and pursuant thereto and all powers, privileges, options and Grantor's other benefits thereunder.

(k) Other Estates and Interests. All other estates, easements, interests, licenses, rights, titles, powers or privileges of every kind and character which Trustor now has, or at any time hereafter acquires, in and to any of the foregoing, including the proceeds from condemnation, or threatened condemnation, and the proceeds of any and all insurance covering any part of the

foregoing; and all related parts, accessions and accessories to any of the foregoing and all replacements or substitutions therefor, as well as all other Improvements, Fixtures and Equipment, Leases, Utilities Capacity and Appurtenances now or hereafter placed thereon or accruing thereto and all general intangibles, files, books of account, plans, specifications, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, furnishing, equipping, servicing or management of the Real Property, all rights to carry on business under any existing or future names or any variant thereof under or by which the Real Property or any portion thereof may at any time be operated or known, and all existing and future advertising and marketing materials in any way relating to the Real Property or any portion thereof.

Section 1.02 Habendum and Title Warranty. TO HAVE AND TO HOLD the Mortgaged Property, together with every right, privilege, hereditament and appurtenance belonging or appertaining to it, unto the Trustee, his successors or substitutes in the Trust and his or their assigns, forever. Trustor represents that Trustor is the lawful owner of the Mortgaged Property in its own right in fee simple with good right and authority to mortgage and convey it, and that the Mortgaged Property is free and clear of all liens, claims and encumbrances except only those expressly set forth as special (non-preprinted) exceptions in the loan policy of title insurance to be provided to Trustee in connection with this Deed of Trust and/or referred to or described in Exhibit B (the "Permitted Encumbrances"). Trustor hereby binds Trustor and Trustor's successors and assigns to forever WARRANT and DEFEND the Mortgaged Property and every part of it unto the Trustee, its successors or substitutes in the Trust, and their respective assigns, against the claims and demands of every person whomsoever lawfully claiming or to claim it or any part of it (such warranty to supersede any provision contained in this Deed of Trust limiting the liability of Trustor), subject to the Permitted Encumbrances.

Other than as part of the Permitted Encumbrances, the Trustor has not heretofore made a pledge of, granted a lien on or security interest in, or made an assignment or sale of the Mortgaged Property granted hereunder that ranks on a parity with or prior to the lien granted hereunder that will remain outstanding on the Closing Date. The Trustor has not described such Mortgaged Property in a UCC financing statement that will remain effective on the Closing Date. The Trustor will not hereafter make or suffer to exist any pledge or assignment of, lien on, or security interest in the Mortgaged Property described hereunder that ranks prior to or on parity with the lien granted hereunder, or file any financing statement describing any such pledge, assignment, lien or security interest, except as expressly permitted by the Loan Agreement. The lien of this Deed of Trust on the real property and fixtures described herein may not be avoided by any bona fide purchaser acquiring such property for value after the date hereof. The security interest granted hereunder is and shall be prior to any judicial lien hereafter imposed on such collateral to enforce a judgment against the Trustor on a simple contract.

ARTICLE 2

THE DEBT SECURED

Section 2.01 Conveyance in Trust to Secure Designated Obligations. This conveyance to the Trustee is in trust to secure all of the following present and future debt and obligations:

(a) The Note. Promissory Note (Building Hope Sequoia Road NW, LLC) Series 2025 in the amount of \$41,595,977 (the “Series 2025 Note”) and all indebtedness now or hereafter evidenced and to be evidenced by any and all past, concurrent or future modifications, extensions, renewals, rearrangements, replacements and increases of such Note. The last scheduled maturity date of the indebtedness evidenced by the Note is April 1, 2028.

(b) Loan Agreement. All obligations and indebtedness of Trustor now or hereafter created or incurred under the Loan Agreement.

(c) Other Specified Obligations. All other obligations, if any, described or referred to in any other place in this Deed of Trust.

(d) Advances and Other Obligations Pursuant to this Deed of Trust’s Provisions. Any and all sums and the interest which accrues on them as provided in this Deed of Trust which Trustee may advance or which Trustor may owe Trustee pursuant to this Deed of Trust on account of Trustor’s failure to keep, observe or perform any of Trustor’s covenants under this Deed of Trust or the Loan Agreement.

(e) Obligations under Related Bond Documents and the Loan Agreement. All present and future debts and obligations under or pursuant to (1) any papers now or in the future governing, evidencing, guaranteeing or securing or otherwise relating to payment of all or any part of the debt evidenced by the Note or (2) all supplements, amendments, restatements, renewals, extensions, rearrangements, increases, expansions or replacements of them (collectively, the “Credit Documents”).

Section 2.02 Debt Defined. The term “Debt” means and includes the Note and all other debt and obligations described or referred to in Section 2.01. The Debt includes interest and other obligations accruing or arising after (a) commencement of any case under any bankruptcy or similar laws by or against Trustor or any other person or entity now or hereafter primarily or secondarily obligated to pay all or any part of the Debt (Trustor and each such other person or entity being herein called an “Obligor”) or (b) the obligations of any Obligor shall cease to exist by operation of law or for any other reason. The Debt also includes all reasonable attorneys’ fees and any other expenses incurred by Trustee in enforcing any of the Credit Documents. All liens, assignments and security interests created, represented or continued by this Deed of Trust, both present and future, shall be first, prior and superior to any lien, assignment, security interest, charge, reservation of title or other interest heretofore, concurrently or subsequently suffered or granted by Trustor or Trustor’s successors or assigns, except only statutory super priority liens for nondelinquent taxes and those other liens (if any) expressly identified and stated in this Deed of Trust to be senior.

Section 2.03 Maximum Amount Secured. NOTWITHSTANDING ANY PROVISION HEREOF TO THE CONTRARY, THE MAXIMUM AMOUNT SECURED BY THE PROPERTY LOCATED IN NEW MEXICO SHALL NOT, AT ANY TIME OR FROM TIME TO TIME, EXCEED AN AGGREGATE MAXIMUM AMOUNT OF EIGHTY-SIX MILLION AND 00/100THS DOLLARS (\$86,000,000.00), WHICH SHALL CONSTITUTE THE MAXIMUM AMOUNT AT ANY TIME SECURED HEREBY. THIS STATEMENT IS MADE TO COMPLY WITH NMSA 1978, SECTION 48-7-9 (1975), OR ANY SUCCESSOR

STATUTE, AND DOES NOT OBLIGATE BENEFICIARY OR TRUSTEE TO MAKE FUTURE ADVANCES TO TRUSTOR (MORTGAGOR) EXCEPT TO THE EXTENT PROVIDED ELSEWHERE IN THE CREDIT DOCUMENTS.

ARTICLE 3

SECURITY AGREEMENT

Section 3.01 Grant of Security Interest. Without limiting any of the provisions of this Deed of Trust, Trustor, as Debtor, and referred to in this Article as "Debtor" (whether one or more) hereby grants to Trustee, as Secured Party, and referred to in this Article as "Secured Party" (whether one or more) in order to secure the Debt, a security interest in all of Debtor's remedies, powers, privileges, rights, titles and interests (including all of Debtor's power, if any, to pass greater title than it has itself) of every kind and character now owned or hereafter acquired, created or arising in and to the following (collectively referred to herein as the "Collateral"): (i) the Mortgaged Property (including both that now and that hereafter existing) to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code of the state or states where the Mortgaged Property is situated (the "UCC"), (ii) all equipment, accounts, general intangibles, fixtures, inventory, chattel paper, notes, documents and other personal property used, intended or acquired for use, on, or in connection with the use or operation of, the Mortgaged Property, or otherwise related to the Mortgaged Property, and all products and proceeds of it, including all security deposits under Leases now or at any time hereafter held by or for Debtor's benefit, all monetary deposits that Debtor has been required to give to any public or private utility with respect to utility services furnished to the Mortgaged Property, all funds, accounts, instruments, accounts receivable, documents, trademarks, trade names and symbols used in connection therewith, and notes or chattel paper arising from or by virtue of any transactions related to the Mortgaged Property, all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Mortgaged Property, and all guaranties and warranties obtained with respect to all improvements, equipment, furniture, furnishings, personal property and components of any thereof located on or installed at the Real Property, and (iii) the following described property:

(a) Contracts. All contracts now or hereafter entered into by and between Debtor and any other party, as well as all right, title and interest of Debtor under any subcontracts, providing for the construction (original, restorative or otherwise) of any improvements to or on any of the Mortgaged Property or the furnishing of any materials, supplies, equipment or labor in connection with any such construction.

(b) Plans. All of the plans, specifications and drawings (including plot plans, foundation plans, floor plans, elevations, framing plans, cross-sections of walls, mechanical plans, electrical plans and architectural and engineering plans and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect, engineer or other design professional, in respect of any of the Mortgaged Property.

(c) Design, etc. Agreements. All agreements now or hereafter entered into with any person or entity in respect of architectural, engineering, design, management, development or consulting services rendered or to be rendered in respect of planning, design, inspection or supervision of the construction, management or development of any of the Mortgaged Property.

(d) Lender or Investor Commitments. Any commitment issued by any lender or investor other than Trustee to finance or invest in any of the Mortgaged Property.

(e) Bonds. Any completion bond, performance bond and labor and material payment bond and any other bond relating to the Mortgaged Property or to any contract providing for construction of improvements to any of the Mortgaged Property;

together with all substitutions for and proceeds of any of the foregoing received upon the rental, sale, exchange, transfer, collection or other disposition or substitution of it and together with all general intangibles now owned by Debtor or existing or hereafter acquired, created or arising (whether or not related to any of the foregoing Property). The Mortgaged Property is also referred to as the "Property." In the event of any express inconsistency between the provisions of this Section and Article 9 regarding any Lease, the provisions of Article 9, to the extent valid, enforceable and in effect, shall govern and control.

Section 3.02 Debtor's Covenants Concerning Personalty Subject to the UCC. Debtor covenants and agrees with Secured Party that in addition to and cumulative of any other remedies granted in this Deed of Trust to Secured Party or the Trustee, upon or at any time after the occurrence of an Event of Default (defined in Article 6):

(a) Secured Party is authorized, in any legal manner and without breach of the peace, to take possession of the Collateral (Debtor hereby WAIVING all claims for damages arising from or connected with any such taking) and of all books, records and accounts relating thereto and to exercise without interference from Debtor any and all rights which Debtor has with respect to the management, possession, operation, protection or preservation of the Collateral, including the right to sell or rent the same for the account of Debtor and to deduct from such sale proceeds or such rents all costs, expenses and liabilities of every character incurred by Secured Party in collecting such sale proceeds or such rents and in managing, operating, maintaining, protecting or preserving the Collateral and to apply the remainder of such sales proceeds or such rents on the Debt in such manner as Secured Party may elect. Before any sale, Secured Party may, at its option, complete the processing of any of the Collateral and/or repair or recondition the same to such extent as Secured Party may deem advisable and any sums expended therefor by Secured Party shall be reimbursed by Debtor. Secured Party may take possession of Debtor's premises to complete such processing, repairing and/or reconditioning, using the facilities and other property of Debtor to do so, to store any Collateral and to conduct any sale as provided for herein, all without compensation to Debtor. All costs, expenses, and liabilities incurred by Secured Party in collecting such sales proceeds or such rents, or in managing, operating, maintaining, protecting or preserving such properties, or in processing, repairing and/or reconditioning the Collateral if not paid out of such sales proceeds or such rents as hereinabove provided, shall constitute a demand obligation owing by Debtor and shall bear interest from the date of expenditure until paid at the Past Due Rate (as defined in Article 7 below), all of which shall constitute a portion of the Debt. If necessary to obtain the possession provided for above, Secured Party may invoke any and all legal remedies to dispossess Debtor, including specifically one or more actions for forcible entry and detainer. In connection with any action taken by Secured Party pursuant to this Section, Secured Party shall not be liable for any loss sustained by Debtor resulting from any failure to sell or let the Collateral, or any part thereof, or from other act or omission of Secured Party with respect to the Collateral unless such loss is caused by the willful misconduct or gross negligence

of Secured Party, nor shall Secured Party be obligated to perform or discharge any obligation, duty, or liability under any sale or lease agreement covering the Collateral or any part thereof or under or by reason of this instrument or the exercise of rights or remedies hereunder.

(b) Secured Party may, without notice except as hereinafter provided and as allowed by applicable law, sell the Collateral or any part thereof at public or private sale (with or without appraisal or having the Collateral at the place of sale) for cash, upon credit, or for future delivery, and at such price or prices as Secured Party may deem best, and Secured Party may be the purchaser of any and all of the Collateral so sold and may apply upon the purchase price therefor any of the Debt and thereafter hold the same absolutely free from any right or claim of whatsoever kind. Secured Party is authorized at any such sale, if Secured Party deems it advisable or is required by applicable law so to do, to disclaim and to refuse to give any warranty, and to impose such other limitations or conditions in connection with any such sale as Secured Party deems necessary or advisable in order to comply with applicable law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the purchaser thereof the Collateral so sold. Each purchaser at any such sale shall hold the property sold absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption, stay or appraisal which Debtor has or may have under any rule of law or statute now existing or hereafter adopted. To the extent notice is required by applicable law, Secured Party shall give Debtor written notice at the address set forth herein (which shall satisfy any requirement of notice or reasonable notice in any applicable statute) of Secured Party's intention to make any such public or private sale. Such notice (if any is required by applicable law) shall be personally delivered or mailed, postage prepaid, at least ten (10) calendar days before the date fixed for a public sale, or at least ten (10) calendar days before the date after which the private sale or other disposition is to be made, unless the Collateral is of a type customarily sold on a recognized market, is perishable or threatens to decline speedily in value. Such notice (if any is required by applicable law), in case of public sale, shall state the time and place fixed for such sale or, in case of private sale or other disposition other than a public sale, the time after which the private sale or other such disposition is to be made. Any public sale shall be held at such time or times, within the ordinary business hours and at such place or places, as Secured Party may fix in the notice of such sale. At any sale the Collateral may be sold in one lot as an entirety or in separate parcels as Secured Party may determine. Secured Party shall not be obligated to make any sale pursuant to any such notice. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at any time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the selling price is paid by the purchaser thereof, but Secured Party shall incur no liability in case of the failure of such purchaser to take up and pay for the Collateral so sold, and in case of any such failure, such Collateral may again be sold upon like notice. Each and every method of disposition described in this Section shall constitute disposition in a commercially reasonable manner. Each Obligor, to the extent applicable, shall remain liable for any deficiency.

(c) Secured Party shall have all the rights of a secured party after default under the Uniform Commercial Code of New Mexico and in conjunction with, in addition to or in substitution for those rights and remedies:

(i) Secured Party may require Debtor to assemble the Collateral and make it available at a place Secured Party designates that is mutually convenient to allow Secured Party to take possession or dispose of the Collateral; and

(ii) it shall not be necessary that Secured Party take possession of the Collateral or any part thereof before the time that any sale pursuant to the provisions of this Article is conducted and it shall not be necessary that the Collateral or any part thereof be present at the location of such sale; and

(iii) before application of proceeds of disposition of the Collateral to the Debt, such proceeds shall be applied to the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like and the reasonable attorneys' fees and legal expenses incurred by Secured Party, each Obligor, to the extent applicable, to remain liable for any deficiency; and

(iv) the sale by Secured Party of less than the whole of the Collateral shall not exhaust the rights of Secured Party hereunder, and Secured Party is specifically empowered to make successive sale or sales hereunder until the whole of the Collateral shall be sold; and, if the proceeds of such sale of less than the whole of the Collateral shall be less than the aggregate of the indebtedness secured hereby, this Deed of Trust and the security interest created hereby shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made; and

(v) in the event any sale hereunder is not completed or is defective in the opinion of Secured Party, such sale shall not exhaust the rights of Secured Party hereunder and Secured Party shall have the right to cause a subsequent sale or sales to be made hereunder; and

(vi) any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale hereunder as to nonpayment of any indebtedness or as to the occurrence of any default, or as to Secured Party having declared all of such indebtedness to be due and payable, or as to notice of time, place and terms of sale and the Collateral to be sold having been duly given, as to any other act or thing having been duly done by Secured Party, shall be taken as prima facie evidence of the truth of the facts so stated and recited; and

(vii) Secured Party may appoint or delegate any one or more persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but in the name and on behalf of Secured Party; and

(viii) demand of performance, advertisement and presence of property at sale are hereby WAIVED and Secured Party is hereby authorized to sell hereunder any evidence of debt it may hold as security for the secured indebtedness. All demands and presentments of any kind or nature are expressly WAIVED by Debtor. Debtor WAIVES the right to require Secured Party to pursue any other remedy for the benefit of Debtor and agrees that Secured Party may proceed against any Obligor for the amount of the Debt owed to Secured

Party without taking any action against any other Obligor or any other person or entity and without selling or otherwise proceeding against or applying any of the Collateral in Secured Party's possession.

Section 3.03 UCC Rights are not Exclusive. Should Secured Party elect to exercise its rights under the UCC as to part of the personal property or fixtures described in this Deed of Trust, such election shall not preclude Secured Party or the Trustee from exercising any or all of the rights and remedies granted by the other Articles of this Deed of Trust as to the remaining personal property or fixtures.

Section 3.04 Deed of Trust is Also Financing Statement. Secured Party is hereby authorized by the Debtor to file, at Secured Party's election, at any time after delivery of this Deed of Trust, an original of this Deed of Trust as a financing statement.

Section 3.05 No other Financing Statements on the Collateral. So long as any amount remains unpaid on the Debt, Debtor will not authorize and there will not be filed in any public office any financing statements affecting the Collateral other than financing statements in favor of Secured Party under this Deed of Trust and such protective filings related to the Permitted Encumbrances as are permitted to be filed pursuant to the UCC, unless prior written specific consent and approval of Secured Party shall have been first obtained.

Section 3.06 Secured Party May File Financing and Continuation Statements. Secured Party is authorized to file this Deed of Trust, a financing statement or statements and one or more continuation statements in any jurisdiction where Secured Party deems it necessary, and at Secured Party's request, Debtor will join Secured Party in authorizing one or more financing statements, continuation statements or both pursuant to the UCC, in form satisfactory to Secured Party, and will pay the costs of filing or recording them, in all public offices at any time and from time to time whenever filing or recording of this Deed of Trust, any financing statement or any continuation statement is deemed by Secured Party or its counsel to be necessary or desirable.

Section 3.07 Fixtures. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures or goods that are or are to become "fixtures" (as that term is defined in the UCC) included within the Mortgaged Property, and as a financing statement filing covering any as-extracted collateral and timber to be cut that are or are to become a part of the Mortgaged Property. For purposes of this filing, (i) "Debtor" is Trustor (as a party with an interest of record in the Real Property) and the mailing address of each Debtor is the address of Trustor set forth in the first page of this Deed of Trust, as it may be hereafter amended by any amendment or modification to this Deed of Trust hereafter filed in the real property records of each county in which the Real Property is located, and (ii) "Secured Party" is Trustee and the mailing address of Secured Party to which any required notifications can be sent and from which information concerning the security interests of Trustee created hereby may be obtained is the address of Trustee as set forth in the first page of this Deed of Trust, as it may be hereafter amended by any amendment or modification to this Deed of Trust hereafter filed in the real property records of each county in which the Real Property is located. Debtor hereby certifies to Secured Party that its name listed in this Deed of Trust is its correct and complete legal name. A carbon, photographic or other reproduction or counterpart original of this Deed of Trust shall be sufficient as a financing statement covering all of the assets and personal property of the Trustor, as well as for each of the

purposes referred to in this Section 3.07; and Trustor hereby authorizes Trustee to file same in any public records or other place in which Trustee determines may be required to perfect or further secure its liens and other interests in the Mortgaged Property.

Section 3.08 Assignment of Non-UCC Personal Property. To the extent that any of the Collateral is not subject to the UCC of the state or states where it is situated, Debtor hereby assigns to Secured Party all of Debtor's right, title and interest in the Collateral to secure the Debt. Release of the lien of this Deed of Trust shall automatically terminate this assignment.

Section 3.09 Debtor's Warranties Concerning Collateral. Debtor warrants and represents to Secured Party that Debtor is the legal and equitable owner and holder of the Collateral free of any adverse claim and free of any security interest or encumbrance except only for the security interest granted hereby in the Collateral and those other security interests (if any) expressly referred to or described in this Deed of Trust (such warranty to supersede any provision contained in this Deed of Trust limiting the liability of Trustor). Debtor agrees to defend the Collateral and its proceeds against all claims and demands of any person at any time claiming the Collateral, its proceeds or any interest in either, subject to the Permitted Encumbrances. Debtor also warrants and represents that Debtor has not heretofore authorized the filing of any financing statement directly or indirectly affecting the Collateral or any part of it which has not been completely terminated of record, and no such financing statement is now on file in any public office except only those statements (if any) true and correct copies of which Debtor has actually delivered to Secured Party.

Section 3.10 Certain Powers of Secured Party. Debtor hereby authorizes and directs each account debtor and each other person or entity obligated to make payment in respect of any of the Collateral (each a "Collateral Obligor") to pay over to Secured Party, its officers, agents or assigns, upon demand by Secured Party, all or any part of the Collateral without making any inquiries as to the status or balance of the secured indebtedness and without any notice to or further consent of Debtor. Debtor hereby agrees to indemnify each Collateral Obligor and hold each Collateral Obligor harmless from all expenses and losses which it may incur or suffer as a result of any payment it makes to Secured Party pursuant to this paragraph. To facilitate the rights of Secured Party hereunder, Debtor hereby authorizes Secured Party, its officers, employees, agents or assigns:

(a) to notify Collateral Obligors of Secured Party's security interest in the Collateral and to collect all or any part of the Collateral without further notice to or further consent by Debtor, and Debtor hereby constitutes and appoints Secured Party the true and lawful attorney of Debtor (such agency being coupled with an interest), irrevocably, with power of substitution, in the name of Debtor or in its own name or otherwise, to take any of the actions described in the following clauses (b), (c), (d), (e), (f) and (g);

(b) to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all amounts that may be or become due or payable under the Collateral and to settle and/or adjust all disputes and/or claims directly with any Collateral Obligor and to compromise, extend the time for payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, on such terms and conditions as Secured Party may determine

(without thereby incurring responsibility to or discharging or otherwise affecting the liability of Debtor to Secured Party under this Deed of Trust or otherwise);

(c) to direct delivery of, receive, open and dispose of all mail addressed to Debtor and to execute, sign, endorse, transfer and deliver (in the name of Debtor or in its own name or otherwise) any and all receipts or other orders for the payment of money drawn on the Collateral and all notes, acceptances, commercial paper, drafts, checks, money orders and other instruments given in payment or in part payment thereof and all invoices, freight and express bills and bills of lading, storage receipts, warehouse receipts and other instruments and documents in respect of any of the Collateral and any other documents necessary to evidence, perfect and realize upon the security interests and obligations of this Deed of Trust;

(d) in its discretion to file any claim or take any other action or proceeding which Secured Party may deem necessary or appropriate to protect and preserve the rights, titles and interests of Secured Party hereunder;

(e) to sign the name of Debtor to drafts against Collateral Obligors, assignments or verifications of any of the Collateral and notices to Collateral Obligors;

(f) to station one or more representatives of Secured Party on Debtor's premises for the purpose of exercising any rights, benefits or privileges available to Secured Party hereunder or under any of the Credit Documents or at law or in equity, including receiving collections and taking possession of books and records relating to the Collateral; and

(g) to cause title to any or all of the Collateral to be transferred into the name of Secured Party or any nominee or nominees of Secured Party.

The powers conferred on Secured Party pursuant to this Section are conferred solely to protect Secured Party's interest in the Collateral and shall not impose any duty or obligation on Secured Party to perform any of the powers herein conferred. No exercise of any of the rights provided for in this Section shall constitute a retention of collateral in full or partial satisfaction of the indebtedness as provided for in the Uniform Commercial Code of New Mexico.

Section 3.11 Standard of Care. Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in its possession if it takes such action for that purpose as Debtor requests in writing, but failure of Secured Party to comply with such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Secured Party to take any action not so requested by Debtor shall be deemed a failure to exercise reasonable care in the custody or preservation of any such Collateral.

Section 3.12 Change Terms, Release Collateral. Secured Party may extend the time of payment, arrange for payment in installments, otherwise modify the terms of, or release, any of the Collateral, without thereby incurring responsibility to Debtor or discharging or otherwise affecting any liability of Debtor. Secured Party shall not be required to take steps necessary to preserve any rights against prior parties to any of the Collateral.

ARTICLE 4

TRUSTOR'S COVENANTS

Section 4.01 Covenants for the Benefit of Trustee. Subject to the terms and conditions of the Loan Agreement, to better secure the Debt, Trustor covenants and agrees with the Trustee and its substitutes and successors in the Trust, for the use and benefit of the Trustee and with the intent that the Trustee may enforce these covenants, that:

(a) Liens, etc. and Remedies Cumulative. No lien, assignment, security interest, guaranty, right or remedy in favor of Trustee granted in, secured by or ancillary to this Deed of Trust shall be considered as exclusive, but each shall be cumulative of all others which Mortgagee or the Trustee may now or hereafter have.

(b) Trustor Waives Marshalling of Assets and Sale in Inverse Order of Alienation Rights. Trustor hereby irrevocably WAIVES all rights of marshalling of assets or sale in inverse order of alienation in the event of foreclosure of this or any other security.

(c) Trustor Will Correct Title Defects. Subject to the Permitted Encumbrances, if at any future time any defect should be found to exist in the title to any of the Property, Trustor agrees to promptly commence and thereafter diligently proceed to cure the defect and defend the title. If any lien or encumbrance junior, equal or superior in rank or priority to the lien of this Deed of Trust should be discovered or arise at any time in the future then, unless Trustee is the only holder of it, it arises by operation of law, or Trustee has given specific prior written consent to it, Trustor agrees to promptly discharge and remove it from the Collateral. Trustor will notify Trustee in writing within five (5) days of the time that Trustor becomes aware of the filing of any mortgage, lien, security interest, financing statement or other security device whatsoever against the Property.

(d) Trustee's Rights to Collect Insurance Proceeds. Trustor hereby assigns to Trustee the exclusive right to collect any and all monies that may become payable under any insurance policies held by the Trustor and covering any part of the Property, or any risk to or about the Property.

(e) Effects of Foreclosure on Insurance Policies and Post-foreclosure Event Claims. Foreclosure of this Deed of Trust shall automatically constitute foreclosure upon all policies of insurance insuring any part of or risk to the Property and all claims thereunder arising from post-foreclosure events. The successful bidder or bidders for the Property at foreclosure, as their respective interests may appear, shall automatically accede to all of Trustor's rights in, under and to such policies and all post-foreclosure event claims, and such bidder(s) shall be named as insured(s) on request, whether or not the Trustee's deed or bill of sale to any such successful bidder mentions insurance.

(f) Application of Insurance Proceeds Collected Before Foreclosure. Subject to the provisions of the Loan Agreement and applicable law, unless an Event of Default has occurred and so long as Trustee is satisfied that the applicable proceeds (together with other funds deposited with Trustee by or on behalf of Trustor for the purpose of repair and restoration of the

applicable damage or destruction) are sufficient to pay all costs of repair and restoration of the applicable damage or destruction, Trustee will hold all proceeds of insurance which was paid for by Trustor or by anyone other than Trustee or another holder of any of the Debt and which proceeds are actually received by Trustee before foreclosure (and such other funds deposited with Trustee) and will disburse the same as such repairs or restoration are made, upon such terms and conditions as Trustee may elect, and upon presentation of satisfactory evidence to Trustee that payment is being requested for permissible repair and restoration and without the imposition of any lien on the Property. Any insurance proceeds remaining if Trustor and Trustee do not agree to the terms of the advance of the funds for repair and restoration within thirty (30) days after the event producing such funds, or if an Event of Default occurs, or after completion of the repair and restoration shall be applied in payment of the Debt or, at the option of Trustee, shall be paid to Trustor or to such other person as is legally entitled to them.

(g) Application of Insurance Proceeds Collected After Foreclosure. Unless Trustee or Trustee's representative reserves at the foreclosure sale the right to collect any uncollected insurance proceeds recoverable for events occurring before foreclosure (in which event the successful bidder at the sale, if not Trustee, shall have no interest in such proceeds and Trustee shall apply them, if and when collected, to the Debt in such order and manner as Trustee shall then elect and remit any remaining balance to Trustor or to such other person or entity as is legally entitled to them), all proceeds of all such insurance which are not so reserved by Trustee at the foreclosure sale and are not actually received by Trustee until after foreclosure shall be the property of the successful bidder or bidders at foreclosure, as their interests may appear, and Trustor shall have no interest in them and shall receive no credit for them.

(h) Trustee Not Obligated to Require, Provide or Evaluate Insurance. Trustee shall have no duty to Trustor or anyone else to either require or provide any insurance or to determine the adequacy or disclose any inadequacy of any insurance.

(i) Trustee May Elect to Insure Only its Own Interests. If Trustee elects at any time or for any reason to purchase insurance relating to the Property, it shall have no obligation to cause Trustor or anyone else to be named as an insured, to cause Trustor's or anyone else's interests to be insured or protected or to inform Trustor or anyone else that his or its interests are uninsured or underinsured.

(j) Trustor Will Correct Defects, Provide Further Assurances and Papers. Upon Trustee's request, Trustor will promptly correct any defect which hereafter may be discovered in the text, execution or acknowledgment of the Note, this Deed of Trust or any Credit Document or in the description of any of the Property, and will deliver such further assurances and execute such additional papers as in the opinion of Trustee or its legal counsel shall be necessary, proper or appropriate (1) to better convey and assign to the Trustee all the Property intended or promised to be conveyed or assigned or (2) to properly evidence or give notice of the Debt or its intended or promised security.

(k) Trustor Will Pay Taxes and Impositions and Furnish Receipts. At Trustor's own cost and expense, Trustor agrees to pay and discharge all taxes, assessments, maintenance charges, permit fees, impact fees, development fees, capital recovery charges, utility reservation and standby fees and all other similar and dissimilar impositions of every kind and character

("Impositions") charged, levied, assessed or imposed against any interest in any of the Property, as they become payable and before they become delinquent. Trustor agrees to furnish due proof of such payment to Trustee promptly after payment and before delinquency.

(l) Trustor to Pay Monthly Tax and Insurance Deposits on Request. If and after Trustee requests it, Trustor agrees to pay the monthly tax and insurance premium deposits required by Article 8 and to provide Trustee any additional sums needed to pay the taxes and insurance premiums for the Property when due.

(m) Trustor Will Maintain Property and Won't Remove Improvements. Trustor agrees to keep, preserve and maintain all elements of the Property in a good state of repair and condition and to keep all equipment and stores of supplies needed for its proper and full operation on the Property, well stocked and in good operating condition. Trustor will not tear down, damage or attempt to remove, demolish or materially alter or enlarge any elements of the Property, or construct any new Improvements, without Trustee's prior written consent. Trustor shall have the right, without such consent, to remove and dispose of, free from the lien, assignments and security interests of this Deed of Trust, such Fixtures and Equipment as from time to time become worn out or obsolete, provided that either (a) simultaneously with or before such removal any such equipment shall be replaced with other equipment of a value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance and from any reservation of title, and by such removal and replacement Trustor shall be deemed to have subjected such equipment to the lien, assignments and security interests of this Deed of Trust or (b) any net cash proceeds received from such disposition shall be paid over promptly to Trustee to be applied to the Debt in the order determined by Trustee in its sole discretion to the extent allowed by applicable law. Trustor shall not grant, join in or consent to any lien, security interest, easement, license, use or other charge or interest covering or affecting all or any part of the Property or initiate, join in and consent to the change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof without the prior written consent of Trustee.

(n) Trustor Will Protect Property from Mechanic's Liens. Trustor agrees to promptly pay all bills for labor and materials incurred in connection with the Property and to prevent the fixing of any lien against any part of the Property, even if it is inferior to this Deed of Trust, for any such bill which may be legally due and payable. Trustor agrees to furnish due proof of such payment to Trustee after payment and before delinquency.

(o) Trustee's Inspection and Discussion Rights. Trustor agrees to permit Trustee and its agents, representatives and employees at all reasonable times to go upon, examine, inspect and remain on the Mortgaged Property, to assist and cooperate, and require Trustor's employees, agents and contractors to cooperate, with Trustee and to furnish to Trustee on request all pertinent information concerning the physical and economic condition, development and operation of the Mortgaged Property. Trustee may discuss the Mortgaged Property directly with any of Trustor's officers and managers.

(p) Trustee May Grant Releases without Impairing Other Collateral or Rights. At all times, Trustee shall have the right to release any part of the Property or any other security from this Deed of Trust or any other security instrument or device without releasing any other part of

the Property or any other security, without affecting Trustee's lien, assignment or security interest as to any property or rights not released and without affecting or impairing the liability of any maker, guarantor or surety on the Note or other obligation.

(q) Trustor Will Notify Trustee of Legal Proceedings and Defend Lien; Trustee May Act if Trustor Doesn't. Trustor will notify Trustee in writing promptly of the commencement of any legal proceedings affecting any part of the Property and will engage and pay legal counsel to answer and to defend and preserve Trustee's liens, rights and interests and their rank and priority. If Trustor fails or refuses to promptly begin or to diligently continue any such acts, then Trustee may elect to do so and may take such action on behalf of Trustor, in Trustor's name and at Trustor's expense.

(r) Vendor's Lien and Purchase Money Security Interest. Trustor agrees that to the full extent that any of the proceeds of the Note have been or are paid or applied towards the purchase of any real or personal property, it shall be conclusively presumed to have been done at Trustor's special instance and request, and Trustor hereby acknowledges and recognizes the existence of a vendor's lien and a purchase money security interest in favor of Trustee against such property, as security for the Note in addition to and cumulative of the lien, assignments and security interest of this Deed of Trust, in the same manner in the case of real property as if an express vendor's lien and the superior title had been reserved in the deed from the seller of such property and expressly therein assigned by the seller to Trustee. Foreclosure under this Deed of Trust shall also constitute foreclosure of said vendor's lien or purchase money security interest.

(s) Legal Compliance, Governmental Notices. Trustor will operate the Property and conduct its business in full compliance with all requirements of governmental and quasi-governmental authorities having jurisdiction over Trustor or the Property and will comply with and punctually perform all of the covenants, agreements and obligations imposed upon it or the Property. Trustor will furnish to Trustee copies of notices and reports received or sent by Trustor to or from each governmental and quasi-governmental authority within three (3) days of the receipt or giving thereof.

(t) Notice of Default to Trustee. Immediately upon acquiring knowledge thereof, Trustor will notify Trustee by telephone (and confirm such notice in writing within two (2) days) of the existence of any Event of Default, specifying the nature and duration thereof and what action Trustor has taken, is taking and proposes to take with respect thereto. In no event shall silence by Trustee be deemed a waiver of a default or of an Event of Default. Trustor will take all such steps as are necessary or appropriate to remedy promptly any such default or Event of Default. For the avoidance of doubt, Trustee shall not be required to take notice or be deemed to have notice of any Event of Default under this Deed of Trust unless the Trustee shall be specifically notified of such Event of Default in writing by Trustor or the Note Holder (as defined in the Loan Agreement), and in the absence of such notice Trustee may conclusively assume that no Event of Default exists, subject to the terms of the Loan Agreement.

(u) Notice of Condemnation and Other Proceedings. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Trustor will notify Trustee in writing of the pendency of such proceedings.

Trustee may participate in any such proceedings, and Trustor shall from time to time deliver to Trustee all instruments requested by it to permit such participation. Trustor shall, at its expense, diligently prosecute any such proceedings, and shall consult with Trustee, its attorneys and experts, and cooperate with them in the carrying on or defense of any such proceedings.

(v) Manager. Trustor will, or will cause its managers to, do and perform any and all acts and things relating to the management, upkeep and operation of the Property as are customarily performed by managing agents and owners of properties comparable to the Property, similarly situated, and shall otherwise operate the Property, or cause the Property to be operated, in a first-class efficient manner and in accordance with all legal requirements and the terms and conditions of this Deed of Trust and the other Credit Documents. No management agreement related to the Collateral shall be executed with any manager unless the manager and management agreement are previously approved in writing by Trustee.

Section 4.02 Trustor Agrees to Pay or Reimburse Trustee's Expenses. To the extent not prohibited by applicable law, Trustor will pay all costs and expenses and reimburse Trustee for any and all reasonable expenditures of every character incurred or expended from time to time, regardless of whether an Event of Default shall have occurred, in connection with:

(a) the preparation, negotiation, documentation, closing, renewal, revision, modification, increase, review or restructuring of any loan or credit facility secured by this Deed of Trust, including legal, accounting, and inspection services and disbursements, or in connection with collecting or attempting to enforce or collect the Note or this Deed of Trust.

(b) Trustee's evaluating, monitoring, administering and protecting the Property.

(c) Trustee's creating, perfecting and realizing upon Trustee's security interest in and liens on the Property, and all costs and expenses relating to Trustee's exercising any of its rights and remedies under this Deed of Trust or any Credit Document or at law, including all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, title review and abstract fees, litigation report fees, UCC search fees, other fees and expenses incident to title searches, reports and security interests, escrow fees, attorneys' fees, legal expenses, court costs, other fees and expenses incurred in connection with any complete or partial liquidation of the Property, and all fees and expenses for any professional services relating to the Property or any operations conducted in connection with it; provided, that no right or option granted by Trustor to Trustee or otherwise arising pursuant to any provision of this Deed of Trust, the Note or any Credit Document shall be deemed to impose or admit a duty on Trustee to supervise, monitor or control any aspect of the character or condition of the Property or any operations conducted in connection with it for the benefit of Trustor or any person or entity other than Trustee. Trustor agrees to indemnify, defend (at trial and appellate levels and with attorneys, consultants and experts reasonably acceptable to Trustee) and hold Trustee, its shareholders, directors, officers, agents, attorneys, advisors and employees (collectively "Indemnified Parties") harmless from and against any and all loss, liability including strict liability, obligation, damage, penalty, judgment, claim, deficiency, expense, action, suit, cost, proceedings, investigations, injuries, liens, citations, litigation, assessments, fines, fees, charges and disbursement of any kind or nature whatsoever (including without limitation, interest, penalties, attorneys' fees, amounts paid in settlement, costs of remediation, engineers' fees, consultants' fees and experts' fees), imposed on, incurred by or

asserted against the Indemnified Parties growing out of, resulting from or related to the Collateral, this Deed of Trust and any Credit Document or any transaction or event contemplated therein (except that such indemnity shall not be paid to any Indemnified Party to the extent that such loss, etc. directly results from the gross negligence or willful misconduct of that Indemnified Party). If any person or entity (including Trustor or any of its affiliates) ever alleges gross negligence or willful misconduct by an Indemnified Party, the full amount of indemnification provided for in this Section shall nonetheless be paid upon demand, subject to later adjustment or reimbursement at such time, if any, as a court of competent jurisdiction enters a final judgment as to the extent and effect of the alleged gross negligence or willful misconduct. Any amount to be paid under this Section by Trustor to Trustee shall be a demand obligation owing by Trustor to Trustee and shall bear interest from the date of expenditure until paid at the Past Due Rate.

THE INDEMNIFICATION OF AN INDEMNIFIED PARTY PROVIDED IN THIS SECTION 4.02(c) SHALL REMAIN IN FULL FORCE AND EFFECT NOTWITHSTANDING THE FACT THAT ANY CLAIM FOR LIABILITIES DIRECTLY OR INDIRECTLY RESULTS FROM, ARISES OUT OF, OR RELATES TO, OR IS ASSERTED TO HAVE RESULTED FROM, ARISEN OUT OF, OR RELATE TO, THE SOLE OR CONTRIBUTORY NEGLIGENCE (BUT NOT GROSS NEGLIGENCE) OF ANY SUCH INDEMNIFIED PARTY TO THE EXTENT ALLOWED BY APPLICABLE LAW AND AS EXPRESSLY LIMITED BY SECTION 10.31.

ARTICLE 5

TRUSTOR'S REPRESENTATIONS AND WARRANTIES

To induce Trustee to extend financial accommodations, including credit under the Note, Trustor makes the warranties and representations set forth in this Article.

Section 5.01 Trustor Solvent. Trustor is now solvent, and no bankruptcy or insolvency proceedings are pending or contemplated by or, to Trustor's knowledge, against Trustor. Trustor's liabilities and obligations under this Deed of Trust and any other Credit Documents to which Trustor is a party do not and will not render Trustor insolvent, cause Trustor's liabilities to exceed Trustor's assets or leave Trustor with too little capital to properly conduct all of its business as now conducted or contemplated to be conducted.

Section 5.02 No False Representation. No representation or warranty contained in this Deed of Trust or any other Credit Document to which Trustor is a party and no statement contained in any certificate, schedule, list, financial statement or other papers furnished to Trustee by or on behalf of Trustor contains, or will contain, any untrue statement of material fact, or omits, or will omit, to state a material fact necessary to make the statements contained herein or therein not misleading.

Section 5.03 Title. Trustor has good, marketable and indefeasible title to the Property, free and clear of any lien or security interest except as expressly set forth as special (non-preprinted) exceptions in the loan policy of title insurance to be provided to Trustee in connection with this Deed of Trust and/or the Permitted Encumbrances. Except as otherwise expressly permitted by this Deed of Trust, the lien and security interest of this Deed of Trust will constitute

valid and perfected first and prior liens and security interests on the Property, subject to no other liens, security interests or charges whatsoever. The Property is free from damage caused by fire or other casualty.

Section 5.04 Regulation U. Except as disclosed to Trustee in writing prior to the date of this Deed of Trust, none of the proceeds of the Note or the other Debt will be used for the purpose of purchasing or carrying, directly or indirectly, any margin stock or for any other purpose which would make such credit a "purpose credit" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System.

Section 5.05 ERISA. No event has occurred which could result in Trustor's liability to the Pension Benefit Guaranty Corporation ("PBGC"). Trustor has met all requirements with respect to funding of each plan (a "Plan") maintained for any of Trustor's or the Notemaker's employees subject to Title IV of the Employee Retirement Benefit Act of 1974, as amended, and related regulations ("ERISA"), if any exists. No event or condition has occurred that would permit any lien under ERISA to attach to any of the Property.

ARTICLE 6

DEFAULTS AND REMEDIES

Section 6.01 Release for Full Payment and Performance. Subject to the automatic reinstatement provisions of Section 10.17 below, this Deed of Trust shall terminate and be of no further force or effect (and shall be released on Trustor's written request and at Trustor's cost and expense) upon full payment of the Debt, complete performance of all of the obligations of the Obligors under the Credit Documents and final termination of Trustee's obligations, if any, to make any further advances under the Note or to provide any other financial accommodations to any Obligor.

Section 6.02 Events of Default. The occurrence of any of the following events shall constitute an Event of Default (herein so called) under this Deed of Trust:

(a) Trustor shall fail or refuse to pay all or any portion of the Debt when due, subject to any grace periods applicable to such payments in the documents evidencing such Debt

(b) Trustor shall fail to perform or to fulfill in a timely manner any other requirement of the Debt, including specifically, but not limited to, the covenants and obligations of Trustor contained in this Deed of Trust, subject to any applicable grace periods contained in this Deed of Trust or the documents evidencing and securing the Debt.

(c) any warranty or representation of Trustor set forth in this Deed of Trust shall be false, misleading or erroneous in any material respect when made or deemed made.

(d) Trustor shall become insolvent, be the subject of an order for relief, or a custodian, receiver, or other such officer of its property be appointed, or should any liquidation, reorganization, arrangement, or other proceeding under any bankruptcy law or other law for the relief of debtors be requested by or instituted against Trustor and, in the case of any such

proceeding that is involuntary as to Trustor, the same is not dismissed or discharged within ninety (90) days thereafter.

(e) any "Event of Default" as defined in the Loan Agreement.

(f) except as otherwise permitted under the Loan Agreement, any condemnation proceeding is commenced relating to all or, in the judgment of Trustee, any material part of, the Property.

(g) any substantial damage to or destruction of the Property occurs and insurance proceeds (together with other funds deposited with Trustee by or on behalf of Trustor for the purpose of repair and restoration of such damage or destruction, if any) are not sufficient to repair and restore the Property as determined by the procedures set forth in the Loan Agreement, or if insurance proceeds are not paid within a reasonable time.

(h) the sale, encumbrance or abandonment (except as otherwise expressly agreed to in writing by Trustee) of the Property or the making of any levy, seizure or attachment of or on the Property.

(i) an event of default (however denominated) shall occur under any Credit Document, unless such default, event of default or similar event is fully cured within any applicable cure period agreed to in writing by Trustee.

Section 6.03 Remedies. Upon the occurrence of any Event of Default, and at any time thereafter:

(a) Debt Due. All Debt in its entirety shall, at the option of Trustee, become immediately due and payable without presentment, demand, notice of intention to accelerate or notice of acceleration, or other notice of any kind, all of which are hereby expressly WAIVED, and the liens and security interests created or intended to be created hereby shall be subject to foreclosure, repossession and sale in any manner provided for herein or provided for by law, as Trustee may elect, and Trustee may exercise any and all of its rights under this Deed of Trust, the Note and any of the other Credit Documents.

(b) Legal Proceedings. With respect to the Property located in the State of New Mexico, the rights and remedies available under New Mexico's Deed of Trust Act, and any sale shall be conducted in accordance with NMSA 1978, Sections 48-10-10 – 48-10-13, or any successor statutes.

Section 6.04 Application of Foreclosure Sale Proceeds. To the extent not prohibited by NMSA 1978, Section 48-10-15 or other applicable law, the proceeds of any sale of the Collateral, and any rents and other amounts collected by Trustee from Trustee's holding, leasing, operating or making any other use of the Collateral, shall be applied by Trustee (or by the receiver, if one is appointed) to the extent that funds are available therefrom in the following order of priority:

(a) To Expenses and Senior Obligation Payments. First, to the payment of the costs and expenses of taking possession of the Collateral and of holding, maintaining, using, leasing, repairing, equipping, manning, improving, marketing and selling it, including (i) trustees' and

receivers' fees, (ii) court costs, (iii) reasonable attorneys' and accountants' fees, (iv) costs of advertisement and brokers' commissions and (v) payment of any and all Impositions, liens, security interests or other rights, titles or interests superior to the lien and security interest of this Deed of Trust, whether or not then due and including any prepayment penalties or fees and any accrued or required interest (except, in the case of foreclosure proceeds, those senior liens and security interests, if any, subject to which the Collateral was sold at such trustee's sale, and without in any way implying Trustee's consent to the creation or existence of any such prior liens);

(b) To Other Obligations Owed to Trustee. Second, to the payment of all amounts, other than the principal balance and accrued but unpaid interest, which may be due to Trustee under the Note or any other Credit Document, together with interest thereon as provided therein;

(c) To Accrued Interest on the Debt. Third, to the payment of all accrued but unpaid interest due on the Debt;

(d) To Debt Principal. Fourth, to the payment of the principal balance on the Debt and the principal owing under this Deed of Trust and any other Credit Document, irrespective of whether then matured, and if it is payable in installments and not matured, then to the installments in such order as Trustee shall elect;

(e) To Junior Lienholders. Fifth, to the extent funds are available therefor out of the sale proceeds or any rents and, to the extent known by Trustee, to the payment of any debt or obligation secured by a subordinate, mortgage, deed of trust on or security interest in the Collateral; and

(f) To Trustor. Sixth, to Trustor, its successors and assigns, or to whomsoever may be lawfully entitled to receive such proceeds.

Section 6.05 Trustee May Bid and Purchase. Trustee shall have the right to become the purchaser at any sale made under this Deed of Trust, being the highest bidder, and credit given upon all or any part of the Debt shall be the exact equivalent of cash paid for the purposes of this Deed of Trust.

Section 6.06 Trustee May Require Abandonment and Recommencement of Sale. If the Trustee or his substitute or successor should commence the sale, Trustee may at any time before the sale is completed direct to abandon the sale, and may at any time or times thereafter direct to again commence foreclosure; or, irrespective of whether foreclosure is commenced by the Trustee, Trustee may at any time after an Event of Default institute suit for collection of the Debt or foreclosure of this Deed of Trust. If Trustee should institute suit for collection of the Debt or foreclosure of this Deed of Trust, Trustee may at any time before the entry of final judgment dismiss it and require the Trustee to sell the Collateral in accordance with the provisions of this Deed of Trust.

Section 6.07 Multiple Sales; Deed of Trust Continues in Effect. No single sale or series of sales by the Trustee or by any substitute or successor and no judicial foreclosure shall extinguish the lien or exhaust the power of sale under this Deed of Trust except with respect to the items of property sold, nor shall it extinguish, terminate or impair Trustor's contractual obligations under

this Deed of Trust, but such lien and power shall exist for so long as, and may be exercised in any manner by law or in this Deed of Trust provided as often as the circumstances require to give Mortgagee full relief under this Deed of Trust, and such contractual obligations shall continue in full force and effect until final termination of this Deed of Trust.

Section 6.08 Successor or Substitute Trustee. Any successor or substitute Trustee may be appointed in accordance with NMSA 1978, Section 48-10-7 (2006), or any successor statute.

Section 6.09 Right to Receiver. Upon the occurrence of an Event of Default or at any time after commencement of a Trustee's foreclosure sale or any legal proceedings under this Deed of Trust, Trustee may, at Trustee's election and by or through the Trustee or otherwise, obtain an order, from a court of competent jurisdiction for appointment of a receiver of the Property, as allowed by the Receivership Act, NMSA 1978, Sections 44-8-1 *et seq.* (1995), or any successor statutes.

Section 6.10 Tenants at Will. Trustor agrees for itself and its heirs, legal representatives, successors and assigns, that if any of them shall hold possession of the Property or any part thereof subsequent to foreclosure hereunder, Trustor, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such foreclosure sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for rental on said premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

Section 6.11 Lifting of Automatic Stay. In the event that Trustor or any other Obligor is the subject of any insolvency, bankruptcy, receivership, dissolution, reorganization or similar proceeding, federal or state, voluntary or involuntary, under any present or future law or act, Trustee is entitled to the automatic and absolute lifting of any automatic stay as to the enforcement of its remedies under the Credit Documents against the security for the Debt, including specifically the stay imposed by Section 362 of the United States Federal Bankruptcy Code, as amended. Trustor hereby consents to the immediate lifting of any such automatic stay, and will not contest any motion by Trustee to lift such stay. Trustor expressly acknowledges that the security for the Debt is not now and will never be necessary to any plan of reorganization of any type.

ARTICLE 7

TRUSTEE'S RIGHT TO PERFORM TRUSTOR'S OBLIGATIONS

Section 7.01 Trustee May Elect to Perform Defaulted Obligations. If Trustor should fail to comply with any of its agreements, covenants or obligations under this Deed of Trust, the Note, or any other Credit Document, then Trustee (in Trustor's name or in Trustee's own name) may perform them or cause them to be performed for Trustor's account and at Trustor's expense, but shall have no obligation to perform any of them or cause them to be performed. Any and all expenses thus incurred or paid by Trustee shall be Trustor's obligations to Trustee due and payable on demand, or if no demand is sooner made, then they shall be due on or before four (4) years after the respective dates on which they were incurred, and each shall bear interest from the date Trustee

pays it until the date Trustor repays it to Trustee, at the maximum nonusurious rate of interest from time to time permitted by whichever of applicable New Mexico or federal law from time to time permits the higher nonusurious interest rate (the "Ceiling Rate"), or, only if applicable law imposes no maximum nonusurious rate, then at the same rate as is provided for in the Note for interest on past due principal (the "Past Due Rate"). Upon making any such payment or incurring any such expense, Trustee shall be fully and automatically subrogated to all of the rights of the person, corporation or body politic receiving such payment. Any amounts owing by Trustor to Trustee pursuant to this or any other provision of this Deed of Trust shall automatically and without notice be and become a part of the Debt and shall be secured by this and all other instruments securing the Debt. The amount and nature of any such expense and the time when it was paid shall be fully established by the affidavit of Trustee or any of Trustee's officers or agents or by the affidavit of any original, substitute or successor Trustee acting under this Deed of Trust. Without notice to Trustor or any other person or entity, the Ceiling Rate and the Past Due Rate shall automatically fluctuate upward and downward as and in any amount by which the maximum nonusurious rate of interest permitted by such applicable law and the rate of interest as provided for in the Note for interest on past due principal fluctuate, respectively.

Section 7.02 Exercise of Rights is not Waiver or Cure of Default. The exercise of the privileges granted to Trustee in this Article shall in no event be considered or constitute a cure of the default or a waiver of Trustee's right at any time after an Event of Default to declare the Debt to be at once due and payable, but is cumulative of such right and of all other rights given by this Deed of Trust, the Note and the Credit Documents and of all rights given Trustee by law.

ARTICLE 8

TAX AND INSURANCE DEPOSITS

Subject to the provisions of the Loan Agreement, if Trustor fails to pay its insurance payments when due, promptly after Trustee requests it, Trustor agrees to deposit with Trustee each month an amount equal to one twelfth (1/12) of the aggregate of (i) the next succeeding premiums (or payments in respect of them, if premiums are financed) on all insurance policies which Trustor is required by or pursuant to this Deed of Trust and the Credit Documents to maintain on the Property, and (ii) the amount of the next succeeding annual tax payments, assessment installments, maintenance charges and other Impositions to become due and payable with respect to the Property, as estimated by Trustee, plus, with the first of such monthly deposits, an additional month's share (a twelfth) of such premiums and taxes for each month less than twelve remaining before the next payment thereof falls due. At least fifteen (15) days before the date on which any such insurance premium (or payment in respect of it, if premiums are financed) or any of the Impositions must be paid to avoid delinquency, promptly after Trustee's request, Trustor agrees to deliver to Trustee a statement or statements showing the amount of the premium (or payment in respect of it, if premiums are financed) or Impositions required to be paid and the name and mailing address of the concern or authority to which it is payable and, at the same time, Trustor agrees to deposit with Trustee such amounts as will, when added to the amount of such deposits previously made and then remaining available for the purpose, be sufficient to pay such insurance obligations or Impositions. Trustee shall have the right to and will, if, as and when requested by Trustor to do so, apply such deposits in payment of such insurance obligations and Impositions.

ARTICLE 9

ASSIGNMENT OF RENTS

Section 9.01 Assignment of Rents, Revenues, Income and Profits. Trustor hereby assigns and transfers to Trustee all rents, revenues, income, profits, issues, royalties and other benefits (“Rental”) payable under each Lease (hereinafter defined) or derived from the Real Property and/or Fixtures and Equipment and the operation thereof now or at any time hereinafter existing, such assignment being upon the terms set forth in Section 9.02 below, all in accordance with New Mexico’s Uniform Assignment of Rents Act, NMSA 1978, 56-15-1 *et seq.* (2011), or any successor statutes. Each time Trustor enters into a Lease, such Lease shall automatically become subject to this Article without further action. The term “Lease” or “Leases” means any oral or written agreement between Mortgagor and another person or entity to use or occupy all or any portion of the Real Property, together with any guaranties or security for the obligations of any tenant, lessee, sublessee or other person or entity having the right to occupy, use or manage any part of the Real Property under a Lease.

Section 9.02 Assignment is Absolute; Grant of Revocable License to Trustor to Collect Rental before an Event of Default. The transfer of Rental to Trustee shall be upon the following terms: (a) until receipt from Trustee of notice of the occurrence of an Event of Default, Trustor shall have the right under a retained and reserved license (but limited as provided herein) to collect Rental and each tenant may pay Rental directly to Trustor; but after an Event of Default, Trustor’s license shall automatically terminate and be revoked and to the extent Trustor collects any Rental thereafter accruing or paid, Trustor covenants to hold all such Rental in trust for the use and benefit of Trustee; (b) upon receipt from Trustee of notice that an Event of Default exists, each tenant is hereby authorized and directed to pay directly to Trustee all Rental thereafter accruing or payable and receipt of Rental by Trustee shall be a release of such tenant to the extent of all amounts so paid; (c) Rental so received by Trustee shall be applied by Trustee, first to the expenses, if any, of collection and then in accordance with Section 6.05 hereof, subject in all events to the terms of New Mexico’s Uniform Assignment of Rents Act; (d) without impairing its rights hereunder, Trustee may, at its option, at any time and from time to time, release to Trustor Rental so received by Trustee, or any part thereof; (e) Trustee shall not be liable for its failure to collect or its failure to exercise diligence in the collection of Rental, but shall be accountable only for Rental that it shall actually receive; and (f) the assignment contained in this Article shall terminate upon the release of this Deed of Trust, but no tenant shall be required to take notice of termination until a copy of such release shall have been delivered to such tenant. The assignment contained in this Article is intended to be absolute, unconditional and presently effective. It shall never be necessary for Trustee to institute legal proceedings of any kind whatsoever to enforce the provisions of this Article. It is agreed that any Rental retained and reserved by Trustor pursuant to the aforementioned license will not constitute a payment by the Trustor to Trustee of any portion of the Debt (and hence will not be credited to the Debt) until the Rental is actually paid to the Trustee and retained by the Trustee and then, in such event, the Rental so received shall be applied in accordance with Section 9.03, subject in all events to the terms of New Mexico’s Uniform Assignment of Rents Act.

Section 9.03 Remedies. Should an Event of Default occur, Trustor agrees to deliver to Trustee possession and control of all Rental held by Trustor in trust for the benefit of Trustee.

Trustor specifically agrees that Trustee may upon the occurrence of any Event of Default or at any time thereafter, personally or through an agent selected by Trustee, take, or have the Trustee take, possession and control of all or any part of the Property and may receive and collect all Rental theretofore accrued and all thereafter accruing therefrom until the final termination of this Deed of Trust or until the foreclosure of the lien of this Deed of Trust, applying so much thereof as may be collected before sale of the Property by the Trustee or judicial foreclosure of this Deed of Trust first to the expenses of Trustee incurred in obtaining the Rental and then applying the Rental so received in accordance with the provisions of Section 6.04 hereof. Any such action by Trustee shall not operate as a waiver of the Event of Default in question, or as an affirmation of any Lease or of the rights of any tenant in the event title to that part of the Property covered by any Lease or held by the tenant should be acquired by Trustee or other purchaser at foreclosure sale. Trustee, Trustee's agent or the Trustee may use against Trustor or any other person such lawful or peaceable means as the person acting may see fit to enforce the collection of any such Rental or to secure possession of the Property, or any part of it and may settle or compromise on any terms as Trustee, Trustee's agent or the Trustee sees fit, the liability of any person or persons for any such Rental. In particular, Trustee, Trustee's agent or the Trustee may institute and prosecute to final conclusion actions of forcible entry and detainer, or actions of trespass to try title, or actions for damages, or any other appropriate actions, in the name of Trustee, Trustor, or the Trustee, and may settle, compromise or abandon any such actions as Trustee, Trustee's agent or the Trustee may see fit; and Trustor binds itself and its successors and assigns to take whatever lawful or peaceable steps Trustee, Trustee's agent or the Trustee may ask of it or any such person or concern so claiming to take for such purposes, including the institution and prosecution of actions of the character above stated. However, neither Trustee, Trustee's agent nor the Trustee shall be obligated to collect any such Rental or be liable or chargeable for failure to do so. Upon any sale of the Property or any part thereof in foreclosure of the lien or security interest created by this Deed of Trust, such Rental so sold which thereafter accrues shall be deemed included in such sale and shall pass to the purchaser free and clear of the assignment made in this Article. Nothing in this Section is intended to require the Trustee to institute any legal proceedings or engage in any self-help remedies in order to make the absolute assignment of the Rental to Trustee operative.

Section 9.04 Trustee in Possession; No Liability of Trustee. Trustee's acceptance of this assignment shall not, before entry upon and taking possession of the Property by Trustee, be deemed to constitute Trustee a "trustee in possession," nor obligate Trustee to appear in or defend any proceeding relating to any of the Leases or to the Property, take any action hereunder, expend any money, incur any expenses or perform any obligation or liability under the Leases, or assume any obligation under the Leases including the obligation to return any deposit delivered to Trustor by any tenant. Trustee shall not be liable for any injury or damage to person or property in or about the Property. Neither the collection of Rental due under the Leases herein described nor possession of the Property by Trustee shall render Trustee liable with respect to any obligations of Trustor under any of the Leases.

Section 9.05 Additional Covenants, Warranties and Representations Concerning Leases and Rental. Trustor covenants, warrants and represents that:

- (a) Neither Trustor nor any previous owner has entered into any prior oral or written assignment, pledge or reservation of the Rental, entered into any prior assignment or pledge of Trustor's landlord interests in any Lease or performed any act or executed any other instruments

which might prevent or limit Trustee from operating under the terms and conditions of this Article;

(b) Trustor has good title to the Leases and Rental hereby assigned and the authority to assign same, and no other person or entity has any right, title or interest in and to the landlord's interests therein;

(c) All existing Leases are valid, unmodified and in full force and effect, except as indicated herein, and no default exists thereunder;

(d) No Rental has been, nor does Trustor anticipate that any Rental will be, waived, released, discounted, set off or compromised, except as disclosed to Trustee in writing before the date hereof;

(e) Except as disclosed to Trustee in writing before the date hereof, Trustor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued Rental;

(f) Trustor shall (i) perform all of the terms and conditions of the Leases, (ii) upon Trustee's request, execute an additional assignment to Trustee of all Leases then affecting the Property and all Rental and other sums due thereunder by assignment(s) in form and substance satisfactory to Trustee and (iii) at the request of Trustee, record such Leases or a memorandum thereof and the assignment(s) thereof to Trustee. Trustor will not, without the prior written consent of Trustee, amend, modify, extend, renew, terminate, cancel or surrender any Lease or suffer or permit any of the foregoing, orally or in writing;

(g) Trustor shall not execute any Lease unless the form of the Lease has been approved by Trustee and the tenant under such Lease and the terms of such Lease shall comply with leasing standards for the Property from time to time approved by Trustee in writing;

(h) Trustor shall give immediate written notice to Trustee of any notice Trustor received from any tenant or subtenant under any Leases specifying any claimed default by any party under such Leases;

(i) Trustor shall enforce the tenants' obligations under the Leases;

(j) Trustor shall defend, at Trustor's expense, any proceeding pertaining to the Leases, including, if Trustee so requests, any such proceeding to which Trustee is a party;

(k) Trustor shall neither create nor permit any encumbrance upon its interest as landlord under the Leases, except for this Deed of Trust and any other encumbrances permitted by this Deed of Trust;

(l) Trustor shall not encumber or assign, or permit the encumbrance or assignment of, any Leases or Rental without the prior written consent of Trustee;

(m) Trustor shall not waive or release any obligation of any tenant under the Leases without prior written consent of Trustee;

(n) Each Lease executed after the date hereof shall contain a statement signed by the Trustor that such Lease is subject to this Deed of Trust;

(o) Trustor shall from time to time furnish to Trustee, within thirty (30) days after demand therefor, true, correct and complete copies of all Leases or any portion of the Leases specified by Trustee; and

(p) Except as expressly allowed under any Lease approved by Trustor or as required by applicable law, Trustor shall not in any event collect any Rental more than one (1) month in advance of the time it will be earned (and if Trustor does so, in addition to any other rights or remedies available by reason of such Event of Default, all Rental so collected more than one (1) month in advance of the time it is earned shall be delivered to Trustee to be applied to the Debt).

Section 9.06 Merger. There shall be no merger of the leasehold estates created by the Leases with the fee or any other estate in the Property without the prior written consent of Trustee.

Section 9.07 Reassignment. By Trustee's acceptance of this Deed of Trust, it is understood and agreed that a full and complete release of this Deed of Trust shall operate as a full and complete reassignment to Trustor of the Trustee's rights and interests under this Article (subject to the automatic reinstatement provisions of Section 10.17 below).

Section 9.08 Subordination of Deed of Trust to Leases. It is agreed and understood that Trustee hereby reserves the right and shall have the right, at any time and from time to time, but without the consent or joinder of any other party, to subordinate this Deed of Trust and the liens, assignments and security interests created by this Deed of Trust to all or any of the Leases regardless of the respective priority of any of such Leases and this Deed of Trust. Upon doing so and filing evidence of such subordination in the real property records in the county or counties where the Real Property is located, a foreclosure of Trustee's liens, assignments and security interests under this Deed of Trust shall be subject to and shall not operate to extinguish any of said Leases as to which such subordination is operative.

ARTICLE 10

GENERAL AND MISCELLANEOUS PROVISIONS

Section 10.01 Debt May be Changed without Affecting this Deed of Trust. Any of the Debt may be extended, rearranged, renewed, increased or otherwise changed in any way, and any part of the security described in this Deed of Trust or any other security for any part of the Debt may be waived or released without in anyway altering or diminishing the force, effect or lien of this Deed of Trust, and the lien, assignment and security interest granted by this Deed of Trust shall continue as a prior lien, assignment and security interest on all of the Property not expressly so released, until the final termination of this Deed of Trust.

Section 10.02 Security is Cumulative. No other security now existing or hereafter taken to secure any part of the Debt or the performance of any obligation or liability whatever shall in any manner affect or impair the security given by this Deed of Trust. All security for any part of the Debt and the performance of any obligation or liability shall be taken, considered and held as cumulative.

Section 10.03 Usury Not Intended; Savings Provisions. Notwithstanding any provision to the contrary contained in any Credit Document, it is expressly provided that in no case or event shall the aggregate of any amounts accrued or paid pursuant to this Deed of Trust which under applicable laws are or may be deemed to constitute interest ever exceed the maximum nonusurious interest rate permitted by applicable New Mexico or federal laws, whichever permit the higher rate. In this connection, Trustor and Trustee stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. In furtherance thereof, none of the terms of this Deed of Trust shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the maximum rate permitted by applicable laws. Trustor shall never be liable for interest in excess of the maximum rate permitted by applicable laws. If, for any reason whatever, such interest paid or received during the full term of the applicable indebtedness produces a rate which exceeds the maximum rate permitted by applicable laws, Trustee shall credit against the principal of such indebtedness (or, if such indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the maximum rate permitted by applicable laws. All sums paid or agreed to be paid to Trustee for the use, forbearance or detention of money shall, to the extent required to avoid or minimize usury and to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of the applicable indebtedness so that the interest rate thereon does not exceed the Ceiling Rate. The provisions of this Section shall control all agreements, whether now or hereafter existing and whether written or oral, between Trustor and Trustee.

Section 10.04 Shortening of Redemption Period. Notwithstanding anything to the contrary stated in this Deed of Trust, pursuant to NMSA 1978, Section 48-10-16 (2007), or any successor statute, the redemption period after the Trustee's sale of the Property shall be limited to one (1) month.

Section 10.05 Subrogation to Liens Discharged. Trustor hereby agrees that Trustee shall be subrogated to all rights, titles, interests, liens, benefits, remedies, equities, superior title and security interests (the "Subrogated Liens") owned, claimed or held as security for any debt or other obligation (the "Discharged Obligations") directly or indirectly satisfied, discharged or paid with money or other property advanced by Trustee. Irrespective of any formal or informal acknowledgment of partial or complete satisfaction or release of the Discharged Obligations, the Subrogated Liens shall be continued, renewed, extended, brought forward and rearranged as security for the Debt in addition to and cumulative of the lien and security interest of this Deed of Trust. Foreclosure under this Deed of Trust shall constitute foreclosure of the Subrogated Liens.

Section 10.06 Due on Sale. Subject to the provisions of the Loan Agreement and the provisions of this Deed of Trust (including, without limitation, Section 10.24 and 10.25 hereof), Trustor agrees that if, without Trustee's prior written consent, (a) any part of the Property or any interest either in the Property or in the beneficial equity ownership of any Trustor which is not a natural person (an "Equity Interest") should be directly or indirectly transferred (except pursuant to a lease purchase agreement as contemplated by NMSA 1978, §§ 22-26A-1 through 20, as amended), conveyed or mortgaged, voluntarily or involuntarily, absolutely or as security, or (b) Trustor should enter into any contractual arrangement (except pursuant to a lease purchase agreement as contemplated by NMSA 1978, §§ 22-26A-1 through 20, as amended) to transfer, convey or mortgage any part of the Property or any interest either in the Property or in an Equity

Interest, Trustee shall have the right and option (except only in those circumstances, if any, where the exercise of such right is expressly prohibited by applicable law and such law also precludes Trustor from effectively waiving such prohibition) to declare the Note or the entire amount of the Debt to be due and payable. Trustee shall have such right and option absolutely and irrespective of whether or not the transfer, conveyance or mortgage would or might (i) diminish the value of any security for the Debt, (ii) increase the risk of default under this Deed of Trust, (iii) increase the likelihood of Trustee's having to resort to any security for the Debt after default or (iv) add or remove the liability of any person or entity for payment of the Debt or performance of any covenant or obligation under this Deed of Trust. To exercise such right and option, Trustee shall give written notice to Trustor and to the person or entity to whom such property was transferred, conveyed or mortgaged that the Note or Debt has been declared due and payable and that Trustee demands that its maker pay it. If Trustee's consent to a proposed transfer, conveyance or mortgaging is requested, Trustee shall have the right (in addition to its absolute right to refuse to consent to any such transaction) to condition its consent upon satisfaction of any one or more of the following requirements: (1) that the interest rate(s) on all or any part of the Debt be increased to a rate which is then acceptable to Trustee; (2) that a reasonable transfer fee, in an amount determined by Trustee, be paid; (3) that a principal amount deemed appropriate by Trustee be paid against the Debt to reduce the ratio that the outstanding balance of the Debt bears to the value of the Property as determined by Trustee to a level which is then acceptable to Trustee; (4) that Trustor and each proposed transferee execute an assumption agreement and such other instruments as Trustee or its counsel shall reasonably require and in form and substance satisfactory to Trustee and its counsel; (5) that the proposed transferee's creditworthiness and experience in owning and operating similar properties be demonstrable and proven to Trustee's reasonable satisfaction to be at least as good as Trustor's and Trustor's managers' at the time the Note was first funded; (6) that the liability to Trustee of Trustor and all makers and guarantors of all or any part of the Debt will be confirmed by them in writing to be unaffected and unimpaired by such transfer, conveyance or mortgaging and (7) that any existing or proposed junior trustee expressly subordinate to all liens and security interests securing the Debt as to both lien and payment right priority and consent to the proposed transaction in a writing addressed to Trustee.

Section 10.07 Condemnation. Subject to the terms and conditions of the Loan Agreement, if before final termination of this Deed of Trust, all or a portion of the Property is taken for public or quasi public purposes, either through eminent domain or condemnation proceedings, by voluntary conveyance under threat of condemnation with Trustee's express written consent and joinder or otherwise, Trustor hereby agrees that any and all sums of money awarded or allowed as damages, payments in lieu of condemnation awards or otherwise to or for the account of the owner of the Property or any portion of it on account of such taking shall be paid and delivered to Trustee, and they are hereby assigned to Trustee, and shall be paid directly to Trustee. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation with respect to the Property and all judgments, decrees and awards for injury or damage to the Property shall be applied, first, to reimburse Trustee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of such proceeds and, second, the remainder of said proceeds shall be applied, at the discretion of Trustee, to the payment of the Debt in the order set forth in the Loan Agreement, or paid out to repair or restore the Property so affected by such condemnation, injury or damage in the same manner as provided in Section 4.01(f) above. Trustor agrees to execute such further assignments of all such proceeds, judgments, decrees and awards as Trustee may request. Trustee is hereby authorized, in the name of Trustor, to execute and deliver valid

acquittances for, and to appeal from, any such judgment, decree or award. Trustee shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such proceeds, judgments, decrees or awards.

Section 10.08 Appraisals and Reports to be Provided. Trustee (by its officers, employees, directors or agents) at any time and from time to time after the occurrence of an Event of Default hereunder, and at Trustor's sole cost and expense (to the extent not prohibited by applicable law), may contract for the services of an appraiser approved by Trustee in its sole discretion to perform a written appraisal of the Property (or such parts of it as are designated in Trustee's request). Any such appraisal may be performed at any time or times upon reasonable notice to Trustor, as long as it does not unreasonably interfere with Trustor's use of the Property. Specifically, any such appraiser is authorized to enter upon, and Trustor shall allow such appraiser access to, the Property as may be necessary in the opinion of such appraiser to perform its professional services. Trustor will also furnish such appraiser such historical and operational information regarding the Property as may be reasonably requested by such appraiser to facilitate preparation of an appraisal and will make available for meetings with such appraiser appropriate personnel having knowledge of such matters. Trustor will permit Trustee and its agents, independent contractors, representatives, employees and officers at all reasonable times to go upon, examine, inspect and remain on the Property for any lawful purpose and will furnish to Trustee on request all pertinent information in regard to the development, operation, use and status of the Property. Promptly upon Trustee's request after an Event of Default, Trustor agrees, at Trustor's sole cost and expense (to the extent not prohibited by applicable law):

(a) to cause an inspection and written appraisal of the Property (or such parts of it as are designated in Trustee's request) to be made by a qualified appraiser approved by Trustee; and

(b) to cause to be conducted or prepared any other written report, summary, opinion, inspection, review, survey, audit or other professional service relating to the Property or any operations in connection with it (all as designated in Trustee's request), including any accounting, architectural, consulting, engineering, design, legal, management, pest control, surveying, toxic or hazardous materials survey, inspection, removal or cleanup work, title abstracting or other technical, managerial or professional service relating to the Property or its operations.

Trustee may elect to deliver any such request orally, by telegram or telefax, by email, by mail or by hand delivery addressed to Trustor as provided in the Introduction to this Deed of Trust or by any other legally effective method, and it may be given at any time and from time to time before the complete and final release and discharge of this Deed of Trust. Any amount to be paid under this Section by Trustor to Trustee shall be a demand obligation owing by Trustor to Trustee and shall bear interest from the date of expenditure at the Past Due Rate.

Section 10.09 Notices. Except where certified or registered mail notice is required by applicable law, service of any notice to Trustor required or permitted under this Deed of Trust shall be completed upon deposit of the notice, enclosed in a first class postage prepaid wrapper, properly addressed to Trustor at Trustor's address designated in the Introduction to this Deed of Trust (or if no address is so designated, or such address has changed, to Trustor's most recent address as shown by the records of Trustee) in a post office or official depository under the care and custody of the United States Postal Service, and the affidavit of any person having knowledge of the facts

concerning such mailing shall be conclusive evidence of the fact of such service. Such method of giving notice shall not be exclusive, but instead any notice may be given to Trustor in any manner permitted or recognized by law.

Section 10.10 Trustee and Trustor. The term “Trustee” as used in this Deed of Trust shall mean and include the holder or holders of the Debt from time to time, and upon acquisition of the Debt by any holder or holders other than the named Trustee, effective as of the time of such acquisition, the term “Trustee” shall mean all of the then holders of the Debt, to the exclusion of all prior holders not then retaining or reserving an interest in the Debt from time to time, whether such holder acquires the Debt through succession to or assignment from a prior Trustee. The term “Trustor, its successors and assigns” shall also include the heirs and legal representatives of each Trustor who is a natural person and the receivers, conservators, custodians and trustees of each Trustor, provided that no Trustor may assign or delegate any of its or his rights, interests or obligations under this Deed of Trust, the Note or any Credit Document without Trustee’s express prior written consent, and any attempted assignment or delegation without it shall be void or voidable at Trustee’s election.

Section 10.11 Article, Section and Exhibit References, Numbers and Headings. References in this Deed of Trust to Articles, Sections and Exhibits refer to Articles, Sections and Exhibits in and to this Deed of Trust unless otherwise specified. The Article and Section numbers, Exhibit designations and headings used in this Deed of Trust are included for convenience of reference only and shall not be considered in interpreting, applying or enforcing this Deed of Trust.

Section 10.12 Exhibits Incorporated. All exhibits, annexes, appendices and schedules referred to any place in the text of this Deed of Trust are hereby incorporated into it at that place in the text, to the same effect as if set out there verbatim.

Section 10.13 “Including” is not Limiting. Wherever the term “including” or a similar term is used in this Deed of Trust, it shall be read as if it were written, “including by way of example only and without in any way limiting the generality of the clause or concept referred to.”

Section 10.14 Gender. The masculine and neuter pronouns used in this Deed of Trust each includes the masculine, feminine and neuter genders.

Section 10.15 Severability. If any provision of this Deed of Trust is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Deed of Trust shall not be affected thereby, and this Deed of Trust shall be liberally construed so as to carry out the intent of the parties to it. Each waiver in this Deed of Trust is subject to the overriding and controlling rule that it shall be effective only if and to the extent that (a) it is not prohibited by applicable law and (b) applicable law neither provides for nor allows any material sanctions to be imposed against Trustee for having bargained for and obtained it.

Section 10.16 Any Unsecured Debt is Deemed Paid First. If any part of the Debt cannot lawfully be secured by this Deed of Trust, or if the lien, assignments and security interest of this Deed of Trust cannot be lawfully enforced to pay any part of the Debt, then and in either such

event, at the option of Trustee, all payments on the Debt shall be deemed to have been first applied against that part of the Debt.

Section 10.17 Payments Returned. Trustor agrees that, if at any time all or any part of any payment previously applied by Trustee to the Debt is or must be returned by Trustee--or recovered from Trustee--for any reason (including the order of any bankruptcy court)), this Deed of Trust shall automatically be reinstated to the same effect as if the prior application had not been made, and, in addition, Trustor hereby agrees to indemnify Trustee against, and to save and hold Trustee harmless from any required return by Trustee--or recovery from Trustee--of any such payment because of its being deemed preferential under applicable bankruptcy, receivership or insolvency laws, or for any other reason.

Section 10.18 Noun, Pronoun and Verb Numbers. When this Deed of Trust is executed by more than one person, corporation, partnership, joint venture, trust or other legal entity, it shall be construed as though "Trustor" were written "Trustors" and as though the pronouns and verbs in their number were changed to correspond, and in such case, (a) each of Trustors shall be bound jointly and severally with one another to keep, observe and perform the covenants, agreements, obligations and liabilities imposed by this Deed of Trust upon the "Trustor," (b) a release of one or more persons, corporations or other legal entities comprising "Trustor" shall not in any way be deemed a release of any other person, corporation or other legal entity comprising "Trustor" and (c) a separate action hereunder may be brought and prosecuted against one or more of the persons, corporations or other legal entities comprising "Trustor" without limiting any liability of or impairing Trustee's right to proceed against any other person, corporation or other legal entity comprising "Trustor."

Section 10.19 Amendments in Writing. This Deed of Trust shall not be changed orally but shall be changed only by agreement in writing signed by Trustor, Trustee and Beneficiary. Any waiver or consent with respect to this Deed of Trust shall be effective only in the specific instance and for the specific purpose for which given. No course of dealing between the parties, no usage of trade and no parole or extrinsic evidence of any nature shall be used to supplement or modify any of the terms or provisions of this Deed of Trust. Notwithstanding the foregoing, without the consent of the Beneficiary, no such amendment shall:

- (a) modify the definitions of the term "Event of Default" as such term is defined, herein (except to add additional events of default);
- (b) reduce, amend or modify any indemnities (except to add additional indemnities) in favor of the Note Holder;
- (c) adversely affect the Project or the lien of this Deed of Trust thereon except as permitted in the Loan Agreement; or
- (d) reduce any percentage in aggregate principal amount of the Note Outstanding, as the case may be, specified herein the Note Holder of which is empowered under the provisions hereof to take any action hereunder or to permit or compel either Debtor or Trustee to take, suffer or omit any action;

provided, however, that without the written consent of the Beneficiary, no such amendment shall permit the creation of any lien on the Project or any portion thereof, or deprive the Note Holder of the Note outstanding of the lien of this Deed of Trust on the Project except as permitted in the Loan Agreement. Any supplemental deed of trust or other agreement, instrument or action made, entered into or taken in a manner inconsistent with or contrary to the provisions of this Section 10.19 shall be void and of no effect. The Trustee shall mail, by certified mail, postage prepaid, any amendment entered into pursuant to this Section 10.19 to the Note Holder at its address shown in the Note Register (as defined in the Loan Agreement). In executing any supplemental deed of trust permitted by this Section 10.19 or any amendments of this Deed of Trust, Trustee shall be entitled to receive and, subject to the terms of the Loan Agreement, shall be fully protected in relying upon an opinion of counsel stating that the execution of such supplemental deed of trust or amendment is authorized or permitted by this Deed of Trust and that all conditions precedent thereto have been complied with.

Section 10.20 Intentionally Omitted.

Section 10.21 Venue. This Deed of Trust is performable in Bernalillo County, New Mexico, which shall be a proper place of venue for suit on or in respect of this Deed of Trust. Trustor irrevocably agrees that any legal proceeding in respect of this Deed of Trust shall be brought in the district courts of Bernalillo County, New Mexico or the United States District Court for the District of New Mexico (collectively, the "Specified Courts"). Trustor hereby irrevocably submits to the nonexclusive jurisdiction of the state and federal courts of the State of New Mexico. Trustor hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to any Credit Document brought in any Specified Court, and hereby further irrevocably waives any claims that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Trustor further irrevocably consents to the service of process out of any of the Specified Courts in any such suit, action or proceeding by the mailing of copies thereof by certified mail, return receipt requested, postage prepaid, to Trustor at its address as provided in this Deed of Trust or as otherwise provided by New Mexico law. Nothing herein shall affect the right of Trustee to commence legal proceedings or otherwise proceed against Trustor in any jurisdiction or to serve process in any manner permitted by applicable law. Trustor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THIS DEED OF TRUST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW MEXICO EXCEPT TO THE EXTENT THAT THE LAWS OF THE UNITED STATES OF AMERICA AND ANY RULES, REGULATIONS, OR ORDERS ISSUED OR PROMULGATED THEREUNDER, APPLICABLE TO THE AFFAIRS AND TRANSACTIONS ENTERED INTO BY TRUSTEE, OTHERWISE PRE-EMPT NEW MEXICO LAW, IN WHICH EVENT SUCH FEDERAL LAW SHALL CONTROL.**

Section 10.22 Entire Agreement. This Deed of Trust embodies the entire agreement and understanding between Trustor and Trustee with respect to its subject matter and supersedes all prior conflicting or inconsistent agreements, consents and understandings relating to such subject matter. Trustor acknowledges and agrees that there is no oral agreement between Trustor and Trustee which has not been incorporated in this Deed of Trust.

Section 10.23 Release of Claims and Waivers. Trustor hereby releases, discharges and acquits forever Trustee and Trustee and their officers, directors, trustees, agents, employees and counsel (in each case, past, present or future) from any and all Claims existing as of the date hereof (or the date of actual execution hereof by Trustor, if later). As used herein, the term "**Claim**" shall mean any and all liabilities, claims, defenses, demands, actions, causes of action, judgments, deficiencies, interest, liens, costs or expenses (including court costs, penalties, attorneys' fees and disbursements, and amounts paid in settlement) of any kind and character whatsoever, including claims for usury, breach of contract, breach of commitment, negligent misrepresentation or failure to act in good faith, in each case whether now known or unknown, suspected or unsuspected, asserted or unasserted or primary or contingent, and whether arising out of written documents, unwritten undertakings, course of conduct, tort, violations of laws or regulations or otherwise.

Further, to the maximum extent permitted under applicable law, Trustor knowingly, voluntarily, and unconditionally: (a) waives the benefit of any applicable law now or hereafter existing that (i) provides for any appraisal or valuation before sale of any portion of the Collateral; (ii) in any way extends the time for the enforcement of the collection of the Debt or creates or extends a moratorium or period of redemption from any sale made in furtherance of collecting the Debt; (iii) limits Trustee's right to pursue a deficiency judgment after a judicial or non-judicial foreclosure or limits the amount of any deficiency judgment; or (iv) requires or permits Trustor or the court to determine or otherwise consider the fair market value of any of the Collateral in connection with such judicial or non-judicial foreclosure and as a potential limitation on the amount of any deficiency judgment; and (b) agrees that Trustor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any homestead exemption, and Trustor, for Trustor, Trustor's representatives, successors and assigns, and for any and all Persons ever claiming any interest in the Collateral, waives and releases all rights of homestead exemption. It is the intent of Trustor that the obligations and liabilities of Trustor hereunder are absolute and unconditional under any and all circumstances (even if Trustor is acting as a guarantor or surety for another) and that until the Debt is fully, finally and indefeasibly satisfied, such obligations and liabilities shall not be discharged or released in whole or in part, by any act or occurrence which might, but for the provisions of this Section 10.23, be deemed a legal or equitable discharge or release of Trustor or any of the Collateral as a surety or guarantor of any of the Debt owed by Trustor; even if the effect of the action is to deprive Trustor of any surety or subrogation rights, rights of indemnity or contribution, or other rights to collect reimbursement, repayment or compensation from any other guarantor or debtor party, whether contractual or arising by operation of law or otherwise.

Section 10.24 Subordinate Liens. Pursuant to the Loan Agreement, Trustor shall not have the right to incur short term debt, subordinate debt or otherwise encumber the Collateral.

Section 10.25 Development Encumbrances. Notwithstanding anything in this Deed of Trust to the contrary (including, without limitation, the provisions of Sections 2.02, 10.06 and 10.19), in connection with the development of the Real Property, without the consent of Trustee, and without such actions constituting a breach or violation of this Deed of Trust, Trustor may impose upon the Real Property such reasonable easements and similar encumbrances to title as are customarily created or imposed in connection with the development of real property that is similar

or comparable to the Real Property (“Customary Development Encumbrances”), e.g., utility easements and similar rights of way, and easements, building setback lines, and the like created by the platting or re-platting of the Real Property. In addition, the liens and security interests covering or encumbering the Real Property created by this Deed of Trust shall at all times be subordinate and inferior to the easements and other similar encumbrances against title to the Real Property created in connection with any future Customary Development Encumbrances; provided, however, such liens and security interests of this Deed of Trust shall not be inferior or subordinate to any monetary liens created pursuant to any such future Customary Development Encumbrances, and all liens and security interest created by this Deed of Trust shall be superior and prior to any and all such monetary liens created by any such future Customary Development Encumbrances.

Section 10.26 Conflict with the Loan Agreement. Other than with respect to those provisions in this Deed of Trust relating to the grant of liens and security interests hereby, and the enforcement of same (including without limitation, those provisions relating to the foreclosure of such liens and security interests), in the event of any conflict between the terms and provisions of this Deed of Trust, on the one hand, and the terms and provisions of the Loan Agreement, on the other hand, the terms and provisions of the Loan Agreement shall govern and control.

Section 10.27 Concerning Trustee. In furtherance and not in derogation of the rights, privileges and immunities of Trustee set forth in the Loan Agreement:

(a) Trustee shall not be responsible for the existence, condition, sufficiency, genuineness, or value of, or title to, any of the Collateral or for the validity, perfection, priority or enforceability of the lien of this Deed of Trust on any of the Collateral, whether impaired by operation of law or by reason of any action or omission to act on its part hereunder. Trustee shall have no duty to ascertain or inquire as to the performance or observance of any of the terms of this Deed of Trust by Trustor. For the avoidance of doubt, Trustee shall not be liable or responsible for any decrease in value of the Collateral by reason of availing itself of the rights granted by the Deed of Trust or by reason of Trustee’s compliance with any environmental law, specifically including any reporting requirement under any such law;

(b) Trustee shall not be responsible for insuring the Collateral or for the payment of any impositions, taxes or liens on the Collateral or for the maintenance of the Collateral; and

(c) Notwithstanding any other provision of this Deed of Trust, Trustee shall have the power and the right, but not the duty, to:

(i) settle or compromise at any time any and all claims against Trustee which may be asserted by any governmental body or authority or private party for the alleged violation of any environmental law affecting the Collateral; and

(ii) enter onto the Real Property to take such action as it deems reasonably necessary or advisable to clean up, remediate, encapsulate, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substances or breaches of Environmental Laws that could result in an order, suit or other action, or which, in the sole, but reasonable, judgment of the Trustee, could jeopardize its liens under this Deed of Trust.

(d) With respect to any matter as to which Trustee is required (or authorized) to exercise discretion prior to the occurrence of an Event of Default, Trustee shall do so only upon the written instruction of the Note Holder (as defined in the Loan Agreement) of a majority in principal amount of the Outstanding Note (as defined in the Loan Agreement). Trustee shall be completely protected and shall have no liability in taking no action with respect to any matter prior to default, except upon written instruction of the Note Holder of the Outstanding Note. In any and all cases where the consent of both Trustee and the Note Holder is required or called for, the consent of the Note Holder shall constitute a direction from the Note Holder to Trustee to take such action.

(e) Trustee's rights under this Deed of Trust shall be in addition to all rights under the Loan Agreement; for the avoidance of doubt, any permissive rights of Trustee shall not be construed as duties.

Section 10.28 Line of Credit Mortgage. This Deed of Trust shall also constitute, among other things, a line of credit mortgage pursuant to NMSA 1978, Section 48-7-4B (1991), or any successor statute.

Section 10.29 Construction Mortgage. This Deed of Trust shall also constitute a "construction mortgage" as defined in NMSA 1978, Section 55-9-334(h) (2001), or any successor statute, to the extent it secures an obligation incurred for construction of the Improvements on land, including the acquisition cost of the Real Property.

Section 10.30 Freedom to Choose Insurance Company. Trustor hereby acknowledges that it has been informed by an authorized representative on behalf of Trustee that, although Trustor may be required by Trustee, as lender, to purchase insurance to cover the Property that is being used as security for the Debt, Trustor may, subject to complying the requirements of this instrument, purchase that insurance from the insurance company or agent of Trustor's choice, and cannot be required by Trustee, as a condition of the conveyance of loan, to purchase or renew any policy of insurance covering the Property through any particular insurance company, agent, solicitor, or broker. Trustor hereby acknowledges receipt of a true copy of this notice which constitutes the Freedom to Choose Insurance Company and Insurance Professional Notice required by applicable provisions of law, as of the date of this instrument.

Section 10.31 Limitations on Indemnity in New Mexico. To the extent, if at all, that any provision requiring one party to indemnify, hold harmless, insure, or defend another party (including such other party's employees or agents) provided in this Deed of Trust is found to be within the scope of NMSA 1978, Section 56-7-1 (2005), as amended from time to time, or in any way subject to, or conditioned upon consistency with, the provisions of NMSA 1978, Section 56-7-1 (2005), as amended from time to time, for the enforceability of the provision, then the provision, regardless of whether the provision makes reference to this or any other limitation provision, shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, or the officers, employees or agents of the indemnitee or additional insured, and shall be further modified, if required, by the provisions of NMSA 1978, Section 56-7-1 (2005), as amended from time to time.

Section 10.32 Limitation on Power of Attorney. No power of attorney granted by Trustor to Trustee or Beneficiary in this Deed of Trust authorizes Trustee or Beneficiary to waive service of process, confess judgment, release errors, release the right of appeal or consent to the issuance of extension on any judgment on the Note or other obligation.

Section 10.33 Foreclosure Laws. Notwithstanding any other provision of this Deed of Trust, all rights, remedies and powers provided by this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Deed of Trust or any provision hereof invalid or unenforceable under the provisions of any applicable law. In the event that any provision herein shall be inconsistent, including as determined by a court of competent jurisdiction, with any applicable provision of New Mexico statutes, regulations, ordinances or other laws, including the New Mexico Deed of Trust Act (NMSA 1978, Sections 48-10-1 to -21) or other laws relating to foreclosure, or the common law of New Mexico governing this Deed of Trust and/or its judicial or nonjudicial foreclosure (collectively, the "Foreclosure Laws"), including, without limitation, as such Foreclosure Laws relate to the provisions hereof, as well as the liens and security interests created hereunder, procedures for judicial foreclosure, procedures for sale under the UCC or any other matter, the provisions of the Foreclosure Laws shall take precedence over the provisions hereof, but shall not invalidate or render unenforceable any provision hereof that can be construed in a manner consistent with the Foreclosure Laws.

ARTICLE 11

ENVIRONMENTAL MATTERS

Section 11.01 Certain Definitions. When used in this Article, the following capitalized terms shall have the meanings set forth below:

(a) "Aboveground Storage Tank" means a nonvehicular device constructed of nonearthen materials located above the ground surface or above the floor of a structure that is below the ground and is designed to contain liquids.

(b) "ACM" means asbestos or any material containing more than one percent (1%) asbestos (as determined under Environmental Laws) that is friable or which bears a risk of becoming friable if not abated.

(c) "CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et. seq.

(d) "Costs" means all liabilities, losses, costs, damages, punitive damages, expenses, claims, loss of lien priority, diminution in value, reasonable attorneys' fees, experts' fees, and consultants' fees, penalties, fines, obligations, judgments and disbursements, as well as expenses of Remediation and any other remedial, removal, response, abatement, cleanup, legal, investigative, monitoring, or record keeping costs and all expenses related thereto.

(e) "Disposal" (or "disposed") shall have the meaning specified in RCRA.

(f) “Environmental Audit” means a comprehensive analysis prepared by consultants reasonably acceptable to Trustee, the form, scope, and substance of which shall be reasonably acceptable to Trustee in its sole discretion, based on existing or reasonably suspected conditions or events at the Property of (i) Trustor’s compliance with Environmental Laws, and (ii) Trustor’s activities or any activities conducted at the Property for the purpose of determining whether there exists any condition that could give rise to any material Environmental Claim against Trustor, the Property or any operator thereof.

(g) “Environmental Claim” means any claim; demand; action; cause of action; suit; loss; cost; damage; punitive damage; fine, penalty, expense, liability, criminal liability, judgment, governmental or private investigation relating to Remediation or compliance with Requirements of Environmental Laws; proceeding; lien; personal injury, or property damage, whether threatened, sought, brought or imposed, that is related to or that seeks to recover Costs related to, or seeks to impose liability regarding Trustor, the Property or operations conducted at the Property for (i) improper use or treatment of wetlands, pinelands or other protected land or wildlife; (ii) noise; (iii) radioactive materials (including naturally occurring radioactive materials); (iv) explosives; (v) pollution, contamination, preservation, protection, remediation or clean-up of the air, surface water, ground water, soil or wetlands; (vi) solid, gaseous or liquid waste generation, handling, discharge, release, threatened release, treatment, storage, disposal or transportation; (vii) exposure of persons or property to Hazardous Substances and the effects thereof; (viii) the manufacture, processing, distribution in commerce, use, treatment, storage, disposal or Remediation of Hazardous Substances; (ix) injury to, death of or threat to the health or safety of any person or persons caused in whole or in part by Hazardous Substances; (x) destruction caused in whole or in part by Hazardous Substances or the release of any Hazardous Substance on any property (whether real or personal); (xi) the implementation of spill prevention and/or disaster plans relating to Hazardous Substances; (xii) community right-to-know and other disclosure laws or (xiii) maintaining, disclosing or reporting information to governmental authorities under any Environmental Law. The term “Environmental Claim” also includes any Costs incurred in responding to efforts to require Remediation with respect to the Property or as a result of operations at the Property, and any claim based upon any asserted or actual breach or violation of any Requirements of Environmental Law, or upon any event, occurrence or condition with respect to the Property, or as a result of operations at the Property, as a consequence of which, pursuant to any Requirements of Environmental Law, (y) any owner, operator or person having any interest in the Property, including any trustee of the Property or the beneficiary of any deed of trust of the Property, shall be liable with respect to any Environmental Claim or otherwise suffer any loss or disability or (z) the Property shall be subject to any restriction on use, ownership or transferability. An “Environmental Claim” further includes a proceeding to issue, modify, revoke or terminate an Environmental Permit, or to adopt or amend a regulation to the extent that such a proceeding or occurrence attempts to redress violations of any applicable Environmental Permit or will materially impair the value of any security for the Debt, the prospects for timely repayment of the Debt, Trustor’s current financial condition or Trustor’s ability to conduct its business operations or to continue in business as a going concern.

(h) “Environmental Laws” means the laws described on Exhibit C attached hereto and incorporated herein for all purposes and any and all other applicable laws, rules, regulations, ordinances, or orders now or hereafter in effect of any federal, state or local executive, legislative, judicial, regulatory or administrative agency, board or authority or any judicial or administrative

decision relating thereto that relate to (i) wetlands, pinelands or other protected land or wildlife species; (ii) noise; (iii) radioactive materials (including naturally occurring radioactive materials); (iv) explosives; (v) pollution, contamination, preservation, protection, or clean-up of the air, surface water, ground water, soil or wetlands; (vi) solid, gaseous or liquid waste generation, handling, discharge, release, threatened release, treatment, storage, disposal or transportation; (vii) exposure of persons or property to Hazardous Substances and the effects thereof; (viii) injury to, death of or threat to the safety or health of employees and any other persons; (ix) the manufacture, processing, distribution in commerce, use, treatment, storage, disposal or Remediation of Hazardous Substances; (x) destruction, contamination of, or release onto any property (whether real or personal) in connection with Hazardous Substances; (xi) the implementation of spill prevention and/or disaster plans relating to Hazardous Substances; (xii) community right-to-know and other disclosure laws or (xiii) maintaining, disclosing or reporting information to governmental authorities under any Environmental Law.

(i) “Environmental Permits” means any permit, license, registration, waste identification number, approval or other authorization relating to Trustor, Trustor’s business or operations, or the Property required by any Environmental Law.

(j) “Hazardous Substances” means (i) those substances included within the statutory and/or regulatory definitions of “hazardous substance,” “hazardous waste,” “extremely hazardous substance,” “regulated substance,” “contaminant,” “hazardous materials” or “toxic substances,” under any Environmental Law, (ii) those substances listed in 49 C.F.R. 172.101 and in 40 C.F.R. Part 302; (iii) any material, waste or substance which is (A) petroleum, oil or a fraction thereof, (B) ACM, (C) polychlorinated biphenyls, (D) formaldehyde, (E) designated as a “hazardous substance” pursuant to 33 U.S.C. § 1321 or listed pursuant to 33 U.S.C. § 1317; (F) explosives or (G) radioactive materials (including naturally occurring radioactive materials); (iv) Solid Wastes that pose imminent and substantial endangerment to health or the environment; (v) any material, waste or substance designated, classified or regulated as a “hazardous material,” “hazardous substance,” “toxic substance” or as a “Class I” or “Class II” waste under applicable New Mexico law or under any applicable regulation promulgated under any such laws; (vi) radon gas in an ambient air concentration exceeding four picocuries per liter (4 pCi/l); (vii) such other substances, materials, or wastes that are or become classified or regulated as hazardous or toxic under any applicable federal, state or local law or regulation and (viii) any Underground Storage Tank. For the purposes of this definition, Hazardous Substances shall not include any substance of a nature, quantity or concentration that is customarily used, stored or disposed as part of or incidental to the operation and maintenance of the Property in the ordinary course of Trustor’s business currently conducted (or contemplated to be conducted following completion of construction of improvements, if applicable) at the Property so long as (x) such use, storage or disposal complies fully with applicable Environmental Laws and good and safe business practice and is conducted in a manner so as not to give rise to liability under applicable Environmental Laws or the common law relating to pollution, (y) any disposal takes place in accordance with applicable Environmental Laws at disposal facilities and locations other than the Property and which are fully permitted in accordance with Environmental Laws and (z) such use, storage or disposal does not require Trustor, any agent or employee of Trustor or any operator of the Property to have a hazardous waste generator identification number or any other Environmental Permit based primarily on or related primarily to the Hazardous Substance in question.

(k) “Trustee Indemnitees” means Trustee, any subsequent holder or owner of the Note or any interest in it, any affiliate, successor, assign or subsidiary of Trustee and each of their shareholders, directors, officers, employees, counsel, agents and contractors, and the Trustee and all successor or substitute trustees, as well as their respective heirs and personal and legal representatives.

(l) “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et. seq.

(m) “Release” (or “released”) shall have the meaning specified in CERCLA.

(n) “Remediation” means any action necessary to ensure compliance with the Requirements of Environmental Law or to address liabilities arising under Environmental Law or the common law, including without limitation (i) the removal and disposal or containment (if containment is practical under the circumstances and is permissible within Requirements of Environmental Law) or monitoring of any and all Hazardous Substances at the Property; (ii) the taking of reasonably necessary precautions to protect against the release or threatened release of Hazardous Substances at, on, in, about, under, within or near the air, soil, surface water, groundwater or soil vapor at the Property or any public domain affected by the Property or any surrounding areas thereof; (iii) any action necessary to mitigate the usurpation of wetlands, pinelands or other protected land or reclaim the same or to protect and preserve wildlife species; or (iv) any action necessary to meet the requirements of an Environmental Permit.

(o) “Requirements of Environmental Law” means all requirements, conditions, restrictions or stipulations of Environmental Laws imposed upon or related to Trustor, the Property and/or any operation conducted on the Property.

(p) “Solid Waste” shall have the meaning ascribed to it in RCRA.

(q) “Underground Storage Tank” shall have the meaning ascribed to it in RCRA.

Notwithstanding the foregoing, if any Environmental Law is amended so as to broaden the meaning of any term defined in it, such broader meaning shall apply subsequent to the effective date of such amendment. Where a defined term in this Article derives its meaning from a statutory reference, for the purposes of this Article any regulatory definition promulgated pursuant to the applicable statute shall be deemed to be applicable to the extent its definition is broader than the statutory reference and any reference or citation to a statute or regulation shall be deemed to include any amendments to that statute or regulation and judicial and administrative interpretations of it. To the extent that the laws or regulations of the State of New Mexico establish a meaning for a term defined in this Article through reference to federal Environmental Law that is broader than the meaning specified in such federal Environmental Law, such broader meaning set forth in the state Environmental Law shall apply. Any specific references to a law shall include any amendments to it promulgated from time to time.

Section 11.02 Environmental Representations and Warranties. Trustor represents and warrants that, except as disclosed by an Environmental Audit:

(a) Presence of Hazardous Substances. There do not exist any Hazardous Substances on the Property;

(b) On-site Release of Hazardous Substances. There has been no Release or, to the best of Trustor's knowledge, threatened Release or disposal of Hazardous Substances that have occurred or are presently occurring on or, to the best of Trustor's knowledge, onto the Property from any adjacent properties;

(c) Off-site Release of Hazardous Substances. There has been no Release or, to the best of Trustor's knowledge, threatened Release or disposal of Hazardous Substances that has occurred or is presently occurring (i) on any tract neighboring the Property or (ii) off the Property as a result of any construction on or operation or use of the Property;

(d) Environmental Claims. There are no presently existing or, to the best of Trustor's knowledge, threatened Environmental Claims.

(e) Compliance with Requirements of Environmental Law. There has been no failure by Trustor or, to the best of Trustor's knowledge, any predecessor in interest to Trustor, to comply with all applicable Requirements of Environmental Laws relating to Trustor, Trustor's operations, the Property and Trustor's generation, use, storage or disposal of any Hazardous Substance and Trustor is not aware of any facts or circumstances which could materially impair such compliance with all applicable Environmental Laws.

(f) Environmental Permits. Trustor is not currently and, to the best of Trustor's knowledge, no predecessor in interest to Trustor was, required to obtain any Environmental Permit to construct, demolish, renovate, occupy, operate or use any buildings, improvements, fixtures or equipment forming a part of the Property that have not been obtained and fully disclosed to Trustee.

(g) Disclosure to Governmental Authority. The present and, to the best of Trustor's knowledge, past uses of the Property satisfy all Requirements of Environmental Laws and Trustor is aware of no fact or circumstance which upon disclosure to any governmental authority would render this representation to be false or misleading in any respect.

(h) ACM, Underground Storage Tanks and Aboveground Storage Tanks. Except as disclosed to Trustee in writing, there is no ACM, Aboveground Storage Tank or Underground Storage Tank located on, in (including, with respect to ACM, within building materials) or about the Property nor has any ACM, Aboveground Storage Tank or Underground Storage Tank at any time been removed from the Property. Each Aboveground Storage Tank and Underground Storage Tank located on, in or about the Property has been registered with the New Mexico Environmental Department, if required by Environmental Laws, all registration/facility fees for each such Aboveground Storage Tank and Underground Storage Tank have been fully paid if required by Environmental Laws and any release or leak with respect to each such Aboveground Storage Tank and Underground Storage Tank has been reported to and confirmed by the New Mexico Environment Department, if required by Environmental Laws.

(i) Notice of Environmental Claim. There are no liens affecting Trustor, the Property or, to the best of Trustor's knowledge, any real property contiguous to the Property arising out of

or in connection with an Environmental Claim and Trustor has not received any summons, directive, citation, notice, letter or other communication, written or oral, from any governmental authority or any other person concerning any intentional or unintentional action or omission by Trustor or any other person which may result in an Environmental Claim or a breach of any Requirement of Environmental Law with regard to Trustor or the Property.

Section 11.03 Environmental Covenants. Trustor agrees and covenants as follows:

(a) Notice to Trustee. Trustor shall notify Trustee in writing within three (3) business days upon receipt by Trustor from any person of any inquiry, notice, claim, charge, cause of action or demand relating to Requirements of Environmental Laws or an Environmental Claim, including any notice of inspection or assertion of noncompliance with Requirements of Environmental Laws, stating the basis of such inquiry or notification. Trustor shall promptly deliver to Trustee any and all documentation or records as Trustee may request in connection with such notice or inquiry, and shall keep Trustee advised of any subsequent developments on a timely basis.

(b) Compliance with Permits. Trustor will obtain, comply with and properly maintain all Environmental Permits required for the Property and any operations conducted thereon.

(c) Compliance with Requirements of Environmental Laws. Trustor will not do or permit anything that will cause Trustor or the Property to be in violation of any Requirements of Environmental Laws, or do or permit anything to be done that might reasonably and foreseeably subject Trustor or the Property to any Remediation obligations that would materially and adversely affect the financial condition of Trustor or the value or marketability of the Property or to any enforcement actions under any Environmental Laws or any other Environmental Claim.

(d) Remediation. If any release of Hazardous Substances should exist or occur at the Property or if Trustor should be ordered or directed by any governmental authority or any other person to undertake Remediation of any Hazardous Substances at the Property or take any other action to satisfy Requirements of Environmental Law, Trustor, at no cost or expense to the Trustee Indemnitees, shall comply with all Environmental Laws, conduct and complete all required sampling, testing and monitoring and undertake such Remediation promptly upon discovery or notice thereof and thereafter diligently and continuously pursue such Remediation, to a cleanup standard in accordance with applicable Environmental Law, completing each element, phase or stage of it within each applicable period established by any person, agency or bureau empowered to enforce any applicable Environmental Law (or if no such period or schedule is established, in accordance with a reasonable schedule consistent with prudent business practice taking into account potentially adverse effects to the environment and individuals' health and safety), but in any case before any lien is created on the Property. If Trustor undertakes any Remediation, or causes it to be undertaken, Trustor shall conduct and complete such Remediation (i) in compliance with Requirements of Environmental Laws, (ii) in accordance with the directives and orders of all appropriate federal, state and local governmental authorities and (iii) in accordance with sound business practice taking into account potentially adverse effects to the environment and individuals' health and safety.

(e) Prospective Obligations. If any Remediation fails to comply with Requirements of Environmental Laws because of changes to said Environmental Laws, Trustor shall promptly undertake such Remediation and other work as is necessary to comply with the then-current Environmental Laws in the manner set forth in this Section.

(f) Environmental Audits. (i) Prior to the occurrence and continuation of an Event of Default, upon Trustee's request, at any time and from time to time, Trustor will provide, at no cost or expense to the Trustee Indemnitees, an Environmental Audit; provided, that unless required by any governmental authority, Trustee may not request more than one (1) Environmental Audit in any twelve (12) calendar month period. Any fundings remaining to be made of the Debt shall be expressly conditioned upon receipt and approval of the Environmental Audit and Trustee being reasonably satisfied that it has disclosed no fact or circumstance which causes Trustor to be in default under this Article. If Trustor fails to provide an Environmental Audit within thirty (30) days after Trustee's written request, Trustee may order one, and Trustor grants to Trustee and its agents, employees, contractors and consultants reasonable access to the Property and a license to perform such inspections and tests as are reasonable under the circumstances. At Trustee's option, the cost of such inspections and tests actually incurred by Trustee shall be payable by Trustor to Trustee upon demand.

(ii) Upon the occurrence and continuation of an Event of Default, the Trustee (by its officers, employees and agents) at any time, and from time to time, may contract for the services of consultants (the "Site Reviewers") to perform Environmental Audits. The Site Reviewers are authorized to enter upon all or any part of the Real Property to conduct Environmental Audits. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Substances and such other test on the Real Property as the Site Reviewers and/or the Trustee may deem necessary. The Trustee shall not be responsible for any negligence or misconduct of any Site Reviewer. The Trustor agrees to supply to the Site Reviewers such historical and operational information regarding the Real Property as may be reasonably requested to facilitate the Environmental Audits and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing Environmental Audits shall be paid by Trustor. The Trustee shall not have a duty, however, to visit or observe the Real Property or to conduct tests, and no site visit, observation, or testing by the Site Reviewer engaged by it shall impose any liability the Trustee. In no event shall any site visit, observation or testing by any Site Reviewer be a representation the Trustee that hazardous substances are or are not present in, on or under the Real Property, or that there has been or shall be compliance with Environmental Laws. The Trustee does not owe a duty of care to protect Trustor or any other party against, or to inform Trustor or any other party of, any Hazardous Substances or any other adverse condition affecting the Real Property. The Site Reviewer may, in its discretion, disclose to Trustor or any other party any report or findings made as a result of, or in connection with, any site visit, observation or testing by the Site Reviewer engaged by it. Trustor understands and agrees that the Trustee may in its discretion disclose to Trustor or any other party any report or findings made as a result of, or in connection with, any site visit, observation or testing by the Site Reviewer engaged by it. Trustor understands and agrees that the Trustee makes no representation or warranty to Trustor or any other party regarding the truth, accuracy, or completeness of any such report or findings that may be disclosed in an Environmental Audit. Trustor also understands that, depending on the results of Environmental Audits which are disclosed to Trustor, Trustor may have a legal obligation to notify one or more

environmental agencies of the results and that such reporting requirements are site-specific. The Trustee may disclose any Environmental Audit to potential buyers in connection with default proceedings hereunder and the Trustor acknowledges that any such disclosure, depending upon the results of an Environmental Audit, may affect the amount of money that may be realized in such default proceedings.

(g) Asbestos Containing Materials. Trustor will not install any ACM or permit any ACM to be installed in or introduced onto the Property; and if any ACM exists in or on the Property, whether installed by Trustor or others, Trustor will, at no cost or expense to the Trustee Indemnitees, remove it (or if removal is prohibited by law or in Trustor's reasonable judgment is impractical, take whatever action is required by law or reasonably necessary to mitigate adverse impact to the environment and individuals' health and safety, including encapsulation of the ACM or implementation of an operation and maintenance program).

Section 11.04 Environmental Indemnity Scope of Indemnity. TRUSTOR HEREBY AGREES UNCONDITIONALLY, ABSOLUTELY AND IRREVOCABLY, TO INDEMNIFY, DEFEND AND HOLD HARMLESS EACH TRUSTEE INDEMNITEE FROM AND AGAINST ANY COSTS WHICH AT ANY TIME OR FROM TIME TO TIME MAY BE CLAIMED, SUFFERED OR INCURRED IN CONNECTION WITH ANY ENVIRONMENTAL CLAIM, THE PAST, PRESENT OR FUTURE VIOLATION OF ANY REQUIREMENTS OF ENVIRONMENTAL LAW OR ANY ENVIRONMENTAL PERMIT, THE BREACH OF ANY REPRESENTATION OR WARRANTY OF TRUSTOR SET FORTH HEREIN OR THE FAILURE OF TRUSTOR TO PERFORM ANY OBLIGATION HEREIN REQUIRED TO BE PERFORMED BY TRUSTOR, INCLUDING WITHOUT LIMITATION ANY COSTS OR ENVIRONMENTAL CLAIMS BASED ON STRICT LIABILITY OR NEGLIGENCE, INCLUDING WITHOUT LIMITATION THOSE ARISING UNDER CERCLA OR ANALOGOUS STATUTES. SUCH INDEMNIFICATION OBLIGATIONS ARE HEREIN CALLED THE "ENVIRONMENTAL INDEMNIFICATIONS."

(b) Survival of Indemnity. The Environmental Indemnifications and the other provisions of and undertakings set out in this Article shall survive foreclosure of this Deed of Trust or acceptance of the Property by Trustee in lieu of foreclosure, the payment of the Debt and satisfaction and release of this Deed of Trust and shall thereafter continue to be the personal liability, obligation and indemnification of Trustor, binding upon Trustor.

(c) Trustor's Liability. Trustor's liability under the Environmental Indemnification provisions contained in this Article shall accrue upon the earlier of an Environmental Claim being asserted against any Trustee Indemnitee or upon a Trustee Indemnitee's receipt of written notice of any of the events specified in Section (a). In no event shall any Trustee Indemnitee be required to make any expenditure or bring any cause of action to enforce Trustor's obligations and liability under and pursuant to the indemnifications set forth in this Article. In addition, actual threatened action by governmental authority is not a condition or prerequisite to Trustor's obligations under this Agreement. Within five (5) days after notification from Trustee supported by reasonable documentation setting forth the nature of the Environmental Claim, Trustor, at no cost or expense to Trustee Indemnitees, shall diligently commence resolution of the Environmental Claim in a manner reasonably acceptable to Trustee and shall diligently and timely prosecute such resolution to completion. Provided, however, with respect to those claims that may be satisfied by payment

of a liquidated sum of money, Trustor shall promptly pay the amount so claimed (to the extent supported by reasonable documentation); provided, however, Trustor shall have the right to withhold such payment to the extent it is lawfully disputing on Trustee Indemnitees' behalf, Trustee Indemnitees' liability or degree of liability in accordance with all laws. In the event such a dispute is unsuccessful, Trustor shall then promptly pay the sum demanded, plus all additional costs, judgments, expenses or claims arising out of Trustor's dispute. If Remediation is required, the provisions of Section (d) shall control and if litigation or any administrative proceeding is commenced the provisions of Section (g) shall control.

(d) Burden of Proof. Notwithstanding any provision contained to the contrary in this Deed of Trust or any of the other Credit Documents, Trustor shall bear the burden of proof by preponderance of the evidence that the indemnification contained in this Article is inapplicable to any claim or assertion made hereunder.

(e) Inconsistent Provisions. The provisions of this Article shall govern and control over any inconsistent provision of the Credit Documents, including any exculpatory or non-recourse provisions contained in any of them.

(f) Payment of Attorneys' Fees. If at any time any Trustee Indemnitee employs counsel for advice or other representation (i) with respect to this Article; (ii) except as otherwise expressly provided herein, to represent any such Trustee Indemnitee in any litigation, contest, dispute, suit or proceeding (whether instituted by a Trustee Indemnitee, Trustor or any other party) in any way or respect relating to this Article; (iii) to evaluate the existence of an Environmental Claim hereunder; (iv) to defend an Environmental Claim or (v) to enforce Trustor's obligations hereunder, then and in any of such events, all of such Trustee Indemnitee's reasonable attorneys' fees and expenses arising from such services and all expenses, costs and charges in any way or respect arising in connection therewith or relating thereto shall be paid by Trustor to Trustee on demand.

(g) Appointment of Counsel. If any Environmental Claim shall be brought against any Trustee Indemnitee, then after notification to Trustor thereof as provided in Section (c), Trustor shall be entitled to participate in all related proceedings and negotiations and to assume the defense thereof at the expense of Trustor with counsel reasonably acceptable to Trustee and to settle and compromise any such claim or action; provided, that Trustee may elect to be represented by separate counsel, at Trustor's expense, and if Trustee so elects, any settlement or compromise shall be effected only with the written consent of Trustee, which consent shall not be unreasonably withheld. Trustor's right to participate in the defense or response to any Environmental Claim should not be deemed to limit or otherwise modify its obligations under this Article.

(h) Payment on Demand. Trustor shall make any payment required to be made under this Article on demand.

(i) Interest on Indemnified Sums. Any Costs and other payments required to be paid by Trustor under this Article which are not paid within five (5) business days of receipt by Indemnitor of Trustee's demand therefor shall thereafter be deemed "Delinquent." In addition to all other rights and remedies of Trustee against Trustor provided herein, under the other Credit Documents or under any applicable law, Trustor shall pay to Trustee immediately upon demand

interest at the Past Due Rate from the date such payment becomes Delinquent to the date of payment of such Delinquent sums.

(j) Subrogation of Indemnity Rights. Trustee shall be subrogated to any rights Trustor may have under any indemnifications from any present, future or former owners, tenants or other occupants or users of the Property or any other person relating to the matters covered by this Article.

(k) Merger, Consolidation or Sale of Assets. Without limiting any other provision of this Deed of Trust, in the event of a dissolution of Trustor or the disposition of all or substantially all of Trustor's assets to one or more persons or entities, the surviving entity or transferee of assets as the case may be shall deliver to Trustee an acknowledged instrument in recordable form specifically assuming all obligations, covenants and responsibilities of Trustor under this Article.

(l) Survival of Provisions. The representations, warranties and covenants and indemnities of Trustor set forth in this Article shall continue in effect and, to the extent permitted by law, shall survive the transfer of the Property pursuant to foreclosure proceedings (whether judicial or nonjudicial), by deed in lieu of foreclosure or otherwise. Trustor acknowledges and agrees that its covenants and obligations under this Article are separate and distinct from its other obligations under the Credit Documents.

Section 11.05 Releases. Notwithstanding anything to the contrary contained in this Deed of Trust, in the event that any Underground Storage Tank located on the Property or any of the Mortgaged Property (exclusive of any real property interest or fixtures deemed to be a part of any realty) contains or releases any Hazardous Substance, Trustee may from time to time and at any time, and without the necessity for any notice to or consent by Trustor or any other person or entity, release such Underground Storage Tank and/or such Mortgaged Property from the lien and security interests of this Deed of Trust.

EXECUTED effective as of September 26, 2025.

BUILDING HOPE SEQUOIA ROAD NW, LLC,
a New Mexico limited liability company

By: BUILDING HOPE IDAHO, INC.,
an Idaho nonprofit corporation

Its: Sole Member

By: [Signature]
Name: Lance Helming
Title: Treasurer

THE STATE OF Maryland §
COUNTY OF Montgomery §

This instrument was acknowledged before me on this 23 day of September, 2025,
by Lance Helming, as Treasurer of BUILDING HOPE SEQUOIA ROAD NW, LLC, a New
Mexico limited liability company, on behalf of said corporation.

[SEAL] DAVID KIM
Notary Public - State of Maryland
Montgomery County
My Commission Expires May 1, 2027

[Signature]
Notary Public, State of New Mexico
Maryland LLC

My commission expires: May 1, 2027

EXHIBIT A

Real Property Description

Parcel 1:

Tract Twenty-two-A (22-A) of the Corrected Replat of Tract 22 of CORONA DEL SOL, a Subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on the replat thereof, filed in the office of the County Clerk of Bernalillo County, New Mexico on February 2, 1990 in Volume 90C, folio 24.

Parcel 2:

Tract Twenty-Two-B-1 (22-B-1), CORONA DEL SOL, a Subdivision in the City of Albuquerque, New Mexico, as the same is shown and designated on that certain plat thereof filed in the office of the County Clerk of Bernalillo County, New Mexico, on May 20, 1994 in Volume 94C, folio 171.

EXHIBIT B

Permitted Encumbrances

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2025, and thereafter.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Reservations contained in Patent from United States of America, recorded in Book 35, Page 91, records of Bernalillo County, New Mexico.
10. Easements and notes as set forth on the subdivision Plats recorded on February 2, 1990 in Plat Book 90C, Page 24 and recorded May 20, 1994 in Plat Book 94C, Page 171, and recorded October 6, 1989 in Plat Book C40, Page 8, records of Bernalillo County, New Mexico.
11. Easements and rights incident thereto as set forth on Quitclaim Deed recorded March 7, 1986 in Book D 264-A, Page 969 as Document No. 86 20303, records of Bernalillo County, New Mexico.
12. Cross Access Easement and Drainage Easement recorded March 19, 2014 as Document No. 2014022053, records of Bernalillo County, New Mexico.
13. Permanent Easement recorded November 3, 2014 as Document No. 2014087913, records of Bernalillo County, New Mexico.
14. Public Service Company of New Mexico Underground Easement (Electric) recorded April 15, 2015 as Document No. 2015031039, records of Bernalillo County, New Mexico.

15. Public Service Company of New Mexico and Mountain States Telephone and Telegraph Company Underground Easement recorded June 21, 1990 in Book BCR 90-10, Page 4522 as Document No. 9047764, records of Bernalillo County, New Mexico.
16. Rights of lessees or tenants under leases, sublease or rental agreements.
17. Certification of Substandard Building executed by City of Albuquerque against the subject property, recorded September 18, 2019, as Document No. 2019079194, records of Bernalillo County, New Mexico.
18. Certification of Substandard Building executed by City of Albuquerque against the subject property, recorded December 6, 2023, as Document No. 2023077111, records of Bernalillo County, New Mexico.
19. Certification of Substandard Building executed by City of Albuquerque against the subject property, recorded November 16, 2023, as Document No. 2023072946, records of Bernalillo County, New Mexico.
20. (A) Wall appears to extend up to 0.5' over the east property boundary, as noted in statement of significant observations on ALTA/NSPS Land Title Survey by Steven Sandoval, NMPS No. 12351, dated August 30, 2025.
21. (B) Wall appears to extend up to 0.8' over the east property boundary, as noted in statement of significant observations on ALTA/NSPS Land Title Survey by Steven Sandoval, NMPS No. 12351, dated August 30, 2025.
22. Protrusion of fence line into insured premises, northeasterly property line, as shown on ALTA/NSPS Land Title Survey by Steven Sandoval, NMPS No. 12351, dated August 30, 2025.
23. Protrusion of fence line into insured premises, southerly property line, as shown on ALTA/NSPS Land Title Survey by Steven Sandoval, NMPS No. 12351, dated August 30, 2025.
24. Easement rights if any as to overhead electric line traversing the southerly property line, as shown on ALTA/NSPS Land Title Survey by Steven Sandoval, NMPS No. 12351, dated August 30, 2025.

EXHIBIT C

Environmental Laws

Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq. as amended by the Superfund Amendments and Reauthorization Act of 1986.

Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.

Clean Water Act, 33 U.S.C. § 1251 et seq., as amended by the Oil Pollution Act of 1990, Pub.L. No. 101-380, 104 Stat. 484 (1990).

Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j.

Clean Air Act, 42 U.S.C. § 7401 et seq.

Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§ 6901 et. seq.

The Oil Pollution Act of 1990, Pub.L. No. 101-380, 104 Stat. 484 (1990).

Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.

New Mexico's Environmental Improvement Act

New Mexico's Air Quality Control Act

New Mexico's Hazardous Waste Act

New Mexico's Water Quality Act

New Mexico's Ground Water Protection Act

New Mexico's Solid Waste Act

The laws cited above shall be deemed to include any amendments to them and regulations promulgated under them from time to time.