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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiff
CHEYENNE MISSION, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHEYENNE MISSION LLC, a Wyoming
Limited Liability Company,

Plaintiff,

vs.

HIDDEN HILLS RANCH, INC., a California
Corporation; ANDREW NOWACZEK, an
individual; MARTA LITWIN, an individual;
and DOES 1 through 10, inclusive,

Defendants.

CASE NO. **23STCV18455**

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;**
(2) MONEY HAD AND RECEIVED;
(3) FRAUD; and
(4) NEGLIGENT MISREPRESENTATION.

Demand for Jury Trial

Plaintiff CHEYENNE MISSION, LLC, by and through its counsel of record, complains
and alleges as follows:

THE PARTIES

1. Plaintiff CHEYENNE MISSION, LLC ("Plaintiff") is, and at all times relevant
herein was, a limited liability company formed under the laws of the State of Wyoming, doing
business in California with its principal place of business in the County of Los Angeles.
Plaintiff's Chief Executive Officer is, and at all times relevant herein, was Daniel T. Moore
("Moore").

2. Plaintiff is informed and believes, and based thereon alleges, that at all times

1 relevant herein, Defendant HIDDEN HILLS RANCH, INC. (“Hidden Hills”) was a corporation
2 organized and existing under the laws of the State of California, with its principal place of
3 business in the County of Los Angeles.

4 3. Plaintiff is informed and believes, and based thereon alleges, that at all times
5 relevant herein, Defendant ANDREW NOWACZEK (“Nowaczek”) was an individual residing
6 in the County of Los Angeles, State of California. Plaintiff is further informed and believes, and
7 based thereon alleges, that at all times relevant herein, Nowaczek was a shareholder of Hidden
8 Hills and its Chief Executive Officer.

9 4. Plaintiff is informed and believes, and based thereon alleges, that at all times
10 relevant herein, Defendant MARTA LITWIN (“Litwin”) was an individual residing in the County
11 of Los Angeles, State of California, and an employee and agent of Hidden Hills and Nowaczek.
12 Plaintiff is further informed and believes, and based thereon alleges, that at all times relevant
13 herein, Litwin was a shareholder of Hidden Hills and/or shared in the profits of Hidden Hills.
14 Plaintiff is further informed and believes, and based thereon alleges, that Litwin was and is, at all
15 relevant times herein, Nowaczek’s power of attorney.

16 5. Plaintiff does not know the true names and capacities of defendants sued in this
17 Complaint as Does 1 through 10, inclusive, and therefore sues these defendants by fictitious names.
18 Plaintiff will amend this Complaint to allege the true names and capacities of Does 1 through 10,
19 inclusive, when ascertained. Plaintiff is informed and believes, and based thereon alleges, that
20 each of the fictitiously named defendants is in some manner responsible for the events and
21 happenings alleged in this Complaint, is responsible to Plaintiff for the damages herein alleged,
22 and/or is subject to the jurisdiction of this Court as a necessary party for the relief sought herein.

23 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
24 relevant herein, each of the Defendants, including Does 1 through 10, were the agent, servant,
25 employee, joint venture, investor, partner, and/or representative of every other Defendant and in
26 doing the things hereinafter alleged, was acting within the course and scope of such agency,
27 employment, service, joint venture, and/or representation and directed, aided and abetted,
28 authorized and/or ratified each and every act of wrongful conduct hereinafter alleged.

7. At all times herein mentioned, each of the Defendants was the co-tortfeasor of each of the other defendants, acting as the agent, co-conspirator, principal, servant and/or alter ego of the other.

8. Plaintiff is informed and believes, and based thereon alleges, that Hidden Hills is, and at all times relevant herein was, a mere shell, instrumentality, conduit, and agent of Defendants Nowaczek, Litwin and DOES 1 through 10 (the “Alter Ego Defendants”). Recognition of the privilege of separate existence would promote injustice because, upon information and belief, the Alter Ego Defendants in bad faith dominated and controlled Hidden Hills by: (a) comingling funds and other assets of Hidden Hills and their funds and other assets for their own convenience and to assist in evading payment obligations; (b) diverting funds and other assets of Hidden Hills to other than corporate uses; (c) treating the assets of Hidden Hills as their own; (d) representing, during negotiations and leading to the execution of the Promissory Note, that they are personally liable for the debts of Hidden Hills; (e) diverting assets from Hidden Hills to themselves, to the detriment of creditors, including Plaintiff; and (f) contracting with Plaintiff with intent to avoid performance by use of the corporate entity of Hidden Hills as a shield against personal liability. Plaintiff is informed and believes, and based thereon alleges, that such alter ego liability is necessary and appropriate because adhering to the fiction of Hidden Hills’ separate existence would, under the circumstances of this case, sanction fraud and promote injustice, unfairness and inequity. Defendant Hidden Hills and the Alter Ego Defendants are hereinafter referred to collectively as “Defendants.”

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper in this Court because Plaintiff's damages exceed \$25,000.00, and each of the acts, events and damages alleged herein occurred in the County of Los Angeles, State of California or have the proximate effect of causing damage to Plaintiff in Los Angeles County.

GENERAL ALLEGATIONS

10. Moore, Nowaczek and Litwin have known each other for over twenty years and have a long history of prior business dealings including, but not limited to, in real estate.

1 11. On or about October 29, 2018, Hidden Hills entered into a written Secured
2 Promissory Note (the "Promissory Note") promising to repay Plaintiff the sum of \$690,300.00
3 that Defendants, at various times, borrowed from Plaintiff, plus interest thereon at the rate of ten
4 percent (10%) per annum. A true and correct copy of the Promissory Note is attached hereto as
5 **Exhibit A** and incorporated herein by reference. Plaintiff is informed and believes, and based
6 thereon alleges, that Litwin executed the Promissory Note on behalf of Hidden Hills.

7 12. To induce Moore to enter into to the Promissory Note on behalf of Plaintiff rather
8 than immediately proceed to collecting the outstanding balance on Plaintiff's various loans to
9 Defendants, Litwin, acting on behalf of and/or under the authority of Hidden Hills and Nowaczek,
10 offered Plaintiff a security interest in the real property located at 11044-11046 W. McBroom
11 Street, Sunland, California 91040 (the "Subject Property"). Furthermore, Litwin represented to
12 Moore that the Promissory Note would be paid off using funds from a loan to be taken against
13 the Subject Property (the "Loan"), and that Defendants were in the process of obtaining the Loan.

14 13. Based on Defendants' representations and promises with respect to Defendants
15 intent and ability to make timely payments pursuant to the Promissory Note, Plaintiff entered into
16 the Promissory Note which was secured by a Short Form Deed of Trust and Assignment of Rents
17 in the Subject Property executed by Hidden Hills in favor of Plaintiff (the "Deed of Trust"). A
18 true and correct copy of the Deed of Trust dated October 29, 2018 is attached hereto as **Exhibit**
19 **B** and incorporated herein by reference. Plaintiff is informed and believes, and based thereon
20 alleges, that Litwin executed the Deed of Trust on behalf of Hidden Hills.

21 14. Litwin further represented to Moore that while the Promissory Note would be paid
22 off using funds from the Loan, Defendants would not be able to obtain the Loan if Plaintiff records
23 the Deed of Trust on the Subject Property before the Loan is recorded on the Subject Property.
24 Based on these representations, and in reliance on the same, Plaintiff did not record the Deed of
25 Trust on the Subject Property.

26 15. The Promissory Note provided that interest would begin to accrue on the date the
27 Loan funds were received (the "Origination Date") on the Subject Property on the unpaid
28 Principal Amount at the rate of ten percent (10%) per annum.

1 16. Pursuant to Section 1(d) of the Promissory Note, any unpaid Principal Amount and
2 accrued interest shall be due and payable no later than November 5, 2018 (the “Due Date”).

3 17. Pursuant to Section 3 of the Promissory Note, Hidden Hills agreed not to encumber
4 the Subject Property with a first Deed of Trust in excess of \$690,300.00 and agreed to not permit
5 any other liens to be placed on the Subject Property ahead of Plaintiff’s first Deed of Trust.

6 18. Pursuant to Section 4 of the Promissory Note, “[i]f any payment obligation under
7 this [Promissory] Note is not paid when due, [Hidden Hills] promises to pay all costs of collection,
8 including reasonable attorneys’ fees...”

9 19. Section 6 of the Promissory Note provides that Hidden Hills shall be in default of
10 the Promissory Note “if there is a sale, transfer, assignment, or any other disposition of the assets
11 pledged as security for the payment of this [Promissory] Note, or if there is a default in any Deed
12 of Trust which secures this [Promissory] Note.”

13 20. Plaintiff is informed and believes, and based thereon alleges, that in or around
14 December 2018, Hidden Hills obtained the Loan in the amount of \$645,100.00, which was
15 secured by a Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture
16 Filing against the Subject Property by Hidden Hills, as Borrower, and Anchor Loans, LP, as
17 Lender (the “December 2018 Deed of Trust”). The December 2018 Deed of Trust was recorded
18 on December 28, 2018. A true and correct copy of the December 2018 Deed of Trust is attached
19 hereto as **Exhibit C** and incorporated herein by reference.

20 21. Upon information and belief, the entire Loan amount was paid directly to
21 Defendants. However, Defendants did use these funds, or any other funds, to pay Plaintiff
22 pursuant to the Promissory Note and Defendants’ representations as alleged herein.

23 22. To date, Plaintiff has not received a single payment pursuant to the Promissory
24 Note, despite repeated demands by Plaintiff and repeated assurances from Defendants that
25 payment is forthcoming. For example, Litwin, acting on behalf of and/or under the authority of
26 Hidden Hills and Nowaczek, continuously and as recently as February 1, 2022, represented to
27 Moore that Hidden Hills would fulfill its obligations pursuant to the Promissory Note when it
28 received funds owed to Defendants from an unknown IRS settlement. Defendants, through

1 Litwin, also continuously promised that Defendants would pay the Promissory Note from a
2 forthcoming court settlement. On March 24, 2022, Litwin and Moore had a text message
3 conversation where she again acknowledged the funds owed on the Promissory Note .

4 23. On July 7, 2022, Litwin again promised Moore that Hidden Hills would pay
5 Plaintiff pursuant to the Promissory Note. When Moore asked what the plan was for doing so,
6 Litwin responded via text message stating, “my plan is to get you ... your money so we can be
7 BFF’s again.”

8 24. Despite these representations and promises of payment and performance pursuant
9 to the Promissory Note, Hidden Hills has yet to make a single payment to Plaintiff under the
10 Promissory Note.

11 25. Making matters worse, Plaintiff would later learn that Defendants defaulted on the
12 Loan, resulting in a nonjudicial foreclosure of the Subject Property to take place pursuant to the
13 power of sale contained within the December 2018 Deed of Trust.

14 **FIRST CAUSE OF ACTION**

15 **BREACH OF CONTRACT**

16 **(Against All Defendants)**

17 26. Plaintiff repeats, repleads, and realleges Paragraphs 1 through 24, inclusive, and
18 incorporates them herein by this reference.

19 27. 11. On or about October 29, 2018, Plaintiff and Hidden Hills entered into the
20 Promissory Note, which obligates Hidden Hills to pay Plaintiff the sum of \$690,300.00 plus
21 interest thereon at the rate of ten percent (10%) per annum. A true and correct copy of the
22 Promissory Note is attached hereto as **Exhibit A** and incorporated herein by reference. Plaintiff
23 is informed and believes, and based thereon alleges, that Litwin executed the Promissory Note on
24 behalf of Hidden Hills

25 28. Plaintiff has fully performed and satisfied all of the conditions and covenants
26 required to be performed on its part pursuant to the terms of the Promissory Note, or was excused
27 from performing them.

28 29. Defendants breached the Promissory Note by, *inter alia*, failing to make any

1 payments to Plaintiff pursuant to the Promissory Note and by defaulting on the Loan, which
2 resulted in a nonjudicial foreclosure of the Subject Property to take place pursuant to the power
3 of sale contained within the December 2018 Deed of Trust.

4 30. As a direct and proximate result of Defendants' breaches of the Promissory Note,
5 Plaintiff has been damaged in sum of \$690,300.00, plus interest at the rate of 10% per annum
6 commencing in December 2018 through judgment.

7 31. The Promissory Note provides, *inter alia*, that Defendants are obligated to pay
8 reasonable attorneys' fees and costs of suit incurred by Plaintiff in the collection of the Promissory
9 Note. As a direct and proximate result of Defendants' breaches of contract, Plaintiff was required
10 to retain the services of attorneys to assert its rights, thereby incurring costs, attorneys' fees and
11 other litigation fees in an amount to be finally proven at trial as expressly allowed under the
12 Promissory Note.

13 **SECOND CAUSE OF ACTION**

14 **MONEY HAD AND RECEIVED**

15 **(Against all Defendants)**

16 32. Plaintiff repeats, repleads, and realleges Paragraphs 1 through 30, inclusive, and
17 incorporates them herein by this reference.

18 33. In or around October 2018, Defendants became indebted to Plaintiff for money
19 had and received by Defendants for the use and benefit of Defendants. This money was the
20 \$690,300.00 that Defendants had and received from Plaintiff and that Defendants promise to
21 return to Plaintiff pursuant to the Promissory Note. The unpaid principal amount by Defendants
22 is \$690,300.00, plus interest at the rate of 10% per annum accruing since December 2018.

23 34. As a further proximate result of the failure of Defendants to repay the money that
24 Defendants had and received for the use and benefit of Defendants, Plaintiff will incur attorneys'
25 fees and costs of suit to prosecute this action, which Plaintiff is entitled to recover pursuant to the
26 terms of the Promissory Note.

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1 **THIRD CAUSE OF ACTION**

2 **FRAUD**

3 **(Against All Defendants)**

4 35. Plaintiff repeats, repleads, and realleges Paragraphs 1 through 33, inclusive, and
5 incorporates them herein by this reference.

6 36. Defendants false promised that all outstanding funds from the various loans
7 Plaintiff made to Defendants would be paid back to Plaintiff pursuant to the terms of the
8 Promissory Note.

9 37. Defendants falsely promised that Plaintiff would be paid pursuant to the
10 Promissory Note using funds Defendants received from the Loan.

11 38. To induce Moore to enter into to the Promissory Note on behalf of Plaintiff rather
12 than take more immediate legal action against Defendants in order to collect the outstanding
13 balance on Plaintiff's various loans to Defendants, Defendants offered Plaintiff a security interest
14 in the Subject Property, which was memorialized by the Deed of Trust. Furthermore, Defendants
15 falsely promised that the Promissory Note would be paid off using funds from the Loan, and that
16 while Defendants were in the process of obtaining the Loan, they would not be able to do so if
17 Plaintiff recorded the Deed of Trust.

18 39. Thereafter, Litwin continued to falsely promise that Defendants would pay
19 Plaintiff all outstanding funds owed. Litwin made these false promises through oral and text
20 message communications with Moore as identified and quoted in this Complaint.

21 40. Defendants induced Plaintiff to detrimentally rely on the false promises that they
22 would pay Plaintiff pursuant to the Promissory Note, and this detrimental reliance occurred well
23 into 2022, as specifically alleged herein. In reliance on Defendants' false promises, Plaintiff, in
24 believing that Defendants would deliver on their promises to make the outstanding payments to
25 Plaintiff, opted not to take immediate legal action against Defendants.

26 41. As specifically alleged herein, Defendants failed to make the payments they
27 promised to make.

28 42. Plaintiff reasonably and detrimentally relied on each of Defendants'

misrepresentations alleged herein because of Moore's prior history of business dealings with Litwin and Nowaczek. Further, Defendants' conduct alleged herein was a substantial factor in causing injury to Plaintiff in a total amount to be proven at trial but reasonably believed to be in excess of \$1,000,000.00.

43. Defendants' conduct alleged herein was wanton, willful, deliberate, and in conscious disregard of the rights of Plaintiff and/or undertaken with the intent to cause injury to Plaintiff. Defendants' actions constitute fraud, oppression and/or malice, express and implied, as defined in *Civil Code* § 3294. Plaintiff is entitled to an award of exemplary and punitive damages by way of punishment and example against Defendants in an amount as the trier of fact deems just and proper.

FOURTH CAUSE OF ACTION
NEGLIGENT MISREPRESENTATION
(Against All Defendants)

44. Plaintiff repeats, repleads, and realleges Paragraphs 1 through 43, inclusive, and incorporates them herein by this reference.

45. Defendants, and each of them, when they made (or ratified) the representations of their intent and ability to re-pay Plaintiff the outstanding loan amount Plaintiff made to Defendants, later memorialized in the Promissory Note, which representations are set forth herein, Defendants had no reasonable ground for believing that said representations were true and nonetheless made such representations with the intent to induce Plaintiff to take the actions herein alleged.

46. In making representations for which they had no reasonable ground for believing, Defendants acted negligently in that they breached their duty to Plaintiff not to make unfounded representations which Defendants had reason to know, based on the relationship of the parties and the context of the discussions, that Plaintiff would reasonably rely. In the event that any of the representations alleged herein were not made intentionally or deliberately, the representations were negligently made, performed, committed and constitute negligent misrepresentations.

47. As a direct and proximate result of the false promises and representations as set

1 forth in further detail herein, Plaintiff has suffered, and continues to suffer, damages in an amount
2 to be proven at trial but reasonably believed to be in excess of \$1,000,000.00.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, jointly
5 and severally, as follows:

6 **AS TO THE FIRST CAUSE OF ACTION:**

- 7 1. For compensatory damages in the sum of \$690,300.00 plus interest thereon at the
8 legal rate;
9 2. For reasonable attorneys' fees and costs pursuant to the Promissory Note;

10 **AS TO THE SECOND CAUSE OF ACTION:**

- 11 3. For compensatory damages in the sum of \$690,300.00 plus interest thereon at the
12 legal rate;
13 4. For reasonable attorneys' fees and costs pursuant to the Promissory Note;

14 **AS TO THE THIRD CAUSE OF ACTION:**

- 15 5. For compensatory damages according to proof at trial but reasonably believed to
16 be in excess of \$1,000,000.00;
17 6. For exemplary and punitive damages;

18 **AS TO THE FOURTH CAUSE OF ACTION:**

- 19 7. For compensatory damages according to proof at trial but reasonably believed to
20 be in excess of \$1,000,000.00;

21 **AS TO ALL CAUSES OF ACTION:**

- 22 8. For interest at the maximum legal rate;
23 9. For costs of suit incurred herein; and
24 10. For such other and further relief as the Court may deem just and proper.

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JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury on all issues.

GRANT | SHENON
A Professional Law Corporation



Dated: August 2, 2023

By: _____
DAVID M. ALMARAZ
OLGA VINER
Attorneys for Plaintiff,
CHEYENNE MISSION, LLC

EXHIBIT A

SECURED PROMISSORY NOTE

\$690,300.00

Date: October 29, 2018

For value received the undersigned Hidden Hills Ranch, INC ("the Borrower"), located at 8209A Foothill Blvd. #700, Sunland, California 91040, promises to pay to the order of Cheyenne Mission LLC (the "Lender"), the sum of \$690,300.00 with interest beginning to accrue on the date funds are received ("Origination Date") on 11044 W Mcbroom Street, Sunland, California 91040 ("Subject Property"), on the unpaid principal at the rate of Ten percent (10%) per annum.

1. Payment: Principal and interest under this Note are payable as follows:
 - a. The unpaid and accrued interest shall be payable monthly, with the first payment due thirty (30) days after the Origination Date.
 - b. All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.
 - c. If any installment is not paid when due, the remaining unpaid balance and accrued interest shall become due immediately at the option of the Lender.
 - d. The unpaid principal and accrued interest shall all be due and payable no later than November 5th, 2018 ("Due Date").
2. Prepayment. The Borrower reserves the right to prepay this Note (in whole or in part) prior to the due date with no prepayment penalty.
3. Security. This Note is secured by a Deed of Trust, executed by Borrower in favor of Lender and which shall encumber the Subject Property as a second deed of trust therein. The Deed of Trust shall be held by Lender and recorded against the Subject Property, immediately after the Origination Date and after the Borrowers new mortgage is recorded against the Subject Property. Borrower hereby agrees not to encumber the Subject Property with a first Deed of Trust, in excess of \$690,300.00 and that Borrower shall not permit any other liens to be placed on the Subject Property ahead of Lenders 1st Deed of Trust as described therein.

Initials: *LL*

4. Attorneys Fees & Costs. If any payment obligation under this Note is not paid when due, the Borrower promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

5. Default. If any of the following events of default occur, this Note and any other obligations of the Borrower to the Lender, shall become due immediately, without demand or notice:

- a) the failure of the Borrower to pay any accrued interest when due and/or the principal plus accrued interest, in full, on or before the Due Date;
- b) the death of the Borrower(s) or Lender(s);
- c) the filing of bankruptcy proceedings involving the Borrower as a Debtor;
- d) the application for appointment of a receiver for the Borrower;
- e) the making of a general assignment for the benefit of the Borrower's creditors;
- f) the insolvency of the Borrower;
- g) the misrepresentation by the Borrower to the Lender for the purpose of obtaining or extending credit;
- h) the failure of Borrower to strictly comply with paragraph 3 of this Note.

6. Assignment. In addition, the Borrower shall be in default if there is a sale, transfer, assignment, or any other disposition of the assets pledged as security for the payment of this Note, or if there is a default in any Deed of Trust which secures this Note.

7. Severability. If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

8. Currency. All payments of principal and interest on this Note shall be paid in the legal currency of the United States. Borrower waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

9. Calculation of Interest Rate. All agreements between Lender and Borrower are expressly limited so that in no event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of the maturity of the unpaid principal

Initials: 

balance hereof, or otherwise, shall the amount paid or agreed to be paid to Lender for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. In the event performance of any obligation of Borrower under this Note, the Deed of Trust which secures this Note or any other document referred to herein shall require the payment of interest in excess of such highest lawful rate, then such obligation shall, automatically and retroactively to the date of this Note, be deemed reduced to the highest lawful rate permissible under applicable usury laws. If the Lender ever receives as interest an amount which would exceed such highest lawful rate, the amount of excessive interest shall not be applied to the payment of interest, but shall, automatically and retroactively to the act of payment, be applied to the reduction of the unpaid principal balance due hereunder, and, if and to the extent such amount of excessive interest exceeds such principal balance, be immediately returned by Lender to Borrower without interest. This provision shall control every other provision of all agreements between Borrower and Lender.

10. Waiver by Borrower. Borrower and all other parties who may be directly or indirectly liable hereunder waive (a) presentment, protest and demand, diligence in collection and notice of protest, presentment, demand, dishonor and nonpayment of this Note and (b) any release or discharge arising from any extension of time, discharge of any party liable for payment of this Note, release of any or all of the security for this Note, or other cause of release or discharge other than actual payment in full of this Note.

11. No Waiver by Lender. Lender shall not be deemed, by any act or omission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Lender and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as a bar to or waiver of any right or remedy as to any subsequent event. No delay or omission of Lender to exercise any right, whether before or after a default hereunder, shall impair any such right or shall be construed to be a waiver of any right or default, and the acceptance at any time by Lender of any past-due amount shall not be deemed to be a waiver of the right to require prompt payment when due of any other amounts then or thereafter due and payable.

No renewal or extension of this Note, delay in enforcing any right of the Lender under this Note, or assignment by Lender of this Note shall affect the liability of the Borrower. All rights of the Lender under this Note are cumulative and may be exercised concurrently or consecutively at the Lender's option.

12. Indemnification. Borrower hereby agrees to indemnify and hold Lender harmless from and against any and all claims based in whole or in part upon any claim, demand, cause of action, obligation, damage and/or liability arising out of or relating to this Note and/or the Deed of Trust which secures this Note, whether in law, equity or otherwise, whether based upon contract, tort, statutory or other legal or

Initials: 

equitable theory of recovery, obligations, damages, incidental, consequential, ensuing or resulting damages, losses, costs, known or unknown, suspected or unsuspected, fixed or contingent which are brought against Lender, by any third party.

13. Governing Law. This Note shall be construed in accordance with the laws of the State of California.

14. Venue and Jurisdiction. Borrower agrees that any suit, action or proceeding arising out of or relating to this Note, or the interpretation, performance or breach of this Note, may be instituted in the United States District Court for California or any court of the State of California located in the County of Los Angeles, and Borrower irrevocably submits to the jurisdiction of those courts and waives any and all objections to jurisdiction or venue that it may have under the laws of the State of California or otherwise in those courts in any such suit, action or proceeding. The provisions of this paragraph shall not be deemed to preclude Lender from filing any suit, action or proceeding in any other appropriate forum.

15. Entire Agreement. This Note contains all of the terms and conditions agreed on by Borrower and Lender with respect to the subject matter of this Note. This Note supersedes all prior negotiations, discussions, correspondence and agreements between Borrower and Lender on its subject. This Note cannot be modified or changed except by written instrument signed by Borrower and Lender.

16. Miscellaneous. If this Note is executed by more than one person or entity as Borrower, the obligations of each such person or entity shall be joint and several. Each right, power and remedy of Lender provided in this Note, the Deed of Trust which secures this Note, any other document securing this Note or at law, in equity or otherwise together at the sole discretion of Lender, and the failure to exercise any such right, power or remedy shall in no event be construed as a waiver or a release thereof. Time is of the essence with respect to each and every provision hereof in which time is a factor.

Signed this 29th day of October, 2018 at Los Angeles, California.

BORROWER:

HIDDEN HILLS RANCH, INC

LENDER:

Cheyenne Mission LLC

By: _____

EXHIBIT B

RECORDING REQUESTED BY:

AND WHEN RECORDED MAIL TO:

Cheyenne Mission, LLC
11043 Olin Street
Sun Valley, CA 91352-3322

THIS SPACE FOR RECORDER'S USE ONLY:

Escrow No.:

Title Order No.:

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST made **October 29, 2018**

A.P. # 2528 019 022

HIDDEN HILLS RANCH, INC, herein called **Trustor**, whose address is 8209A Foothill Blvd. #700, Sunland, CA 91040

and North American Title Company, a California Corporation herein called **TRUSTEE**,

and Cheyenne Mission, LLC, a Wyoming Limited Liability Company, herein called **BENEFICIARY**,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE that Property in Los Angeles County, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Also Known as: 11044 – 11046 W. Mcbroom Street, Sunland, CA 91040

TOGETHER WITH the rents, issues and profits thereof, **SUBJECT, HOWEVER**, to the right power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits. **For the Purpose of Securing:** 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extensions or renewal thereof, in the principal sum of \$690,300 executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

DATED October 29, 2018


Hidden Hills Ranch, INC

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

STATE OF CALIFORNIA

COUNTY OF Los Angeles.

On Oct. 29, 2015

before me, Bryan S. Choi

A Notary Public personally appeared

Maria Alicia Litwin

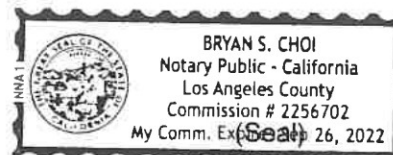
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature





To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that the provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz.:

County	Book	Page	County	Book	Page	County	Book	Page	County	Book	Page
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	34	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	389
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
Eldorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	181	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	5327	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961 Page 183887				

(which provisions, identical in all counties are printed on the reverse hereof) are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid

To: Trustee Company Name, Trustee:

Dated: _____

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

MAIL RECONVEYANCE TO	

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DO NOT RECORD

The following is a copy of provisions (1) to (14), inclusive, of the fictitious deed of trust, recorded in each county of California, as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

To Protect the Security of This Deed of Trust, Trustor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and material furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.
- Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purpose; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
5. To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 6. That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such money(ies) received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 7. That by accepting payment of any sum secured hereby its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 8. That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
 10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 11. That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
12. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
 13. That this Deed applies to inures, to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby whether, or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 14. That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

EXHIBIT C

This page is part of your document - DO NOT DISCARD



20181315418



Pages:
0010

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

12/28/18 AT 08:00AM

FEES:	91.00
TAXES:	0.00
OTHER:	0.00
SB2:	225.00
PAID:	316.00



LEADSHEET



201812280240020

00016120517



009545313

SEQ:
17

DAR - Title Company (Hard Copy)



THIS FORM IS NOT TO BE DUPLICATED

R45

Recording Requested By
Anchor Loans, LP

When Recorded Mail To
Anchor Loans, LP
5230 Las Virgenes Road, Suite 105
Calabasas, CA 91302

12/28/2018



20181315418

Title Order No. 12377086

Space above this line for recorder's use

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

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 913989

This Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing ("Deed of Trust"), is made this 18th day of December, 2018, by and among the trustor, **HIDDEN HILLS RANCH, INC.**, a California Corporation (herein "Borrower"), **ANCHOR LOANS, LP**, a Delaware Limited Partnership (herein "Trustee"), and **ANCHOR LOANS, LP**, a Delaware Limited Partnership, as to an undivided 100.000% interest equal to \$645,100.00 (CFL License No. 603K850), as beneficiary (herein "Lender").

GRANT IN TRUST, WITH POWER OF SALE

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Los Angeles, State of California: **PARCEL NO. 1:**

THAT PORTION OF LOT 5 IN BLOCK 12 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT WITH THE SOUTHEASTERLY LINE OF MCBROOM STREET, 60 FEET WIDE, AS DESCRIBED IN THE DEED TO THE CITY OF LOS ANGELES, RECORDED IN BOOK 19020 PAGE 160, OFFICIAL RECORDS OF SAID COUNTY; SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1970 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 119.4 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTHWESTERLY ALONG SAID CURVE 103.54 FEET; THENCE SOUTHEASTERLY ALONG A RADIAL LINE OF SAID CURVE 135 FEET; THENCE NORTHEASTERLY ALONG A CURVE, HAVING A RADIUS OF 1835 FEET, CONCENTRIC WITH THE FIRST ABOVE MENTIONED CURVE, 38.64 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 71.15 FEET, MORE OR LESS, TO A RADIAL LINE OF FIRST ABOVE MENTIONED CURVE WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID LAST MENTIONED RADIAL LINE 92.74 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PORTION OF LOT 5 IN BLOCK 12 OF LOS ANGELES LAND AND WATER COMPANY'S SUBDIVISION OF A PART OF MACLAY RANCHO, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 3 PAGES 17 AND 18 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF SAID LOT WITH THE SOUTHEASTERLY LINE OF MCBROOM STREET "60 FEET WIDE" AS DESCRIBED IN DEED TO THE CITY OF LOS ANGELES,

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17E

RECORDED IN BOOK 19020 PAGE 160, OFFICIAL RECORDS, SAID SOUTHEASTERLY LINE BEING A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1970 FEET; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, 119.4 FEET; THENCE SOUTHEASTERLY ALONG A RADIAL LINE OF SAID CURVE, 92.74 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID LOT; THENCE NORTHERLY ALONG SAID EASTERLY LINE, 148.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING., (the "Real Property") which has the address of 11044 McBroom Street, Sunland, CA 91040, APN: 2528-019-022, (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, architectural and grading plans, specifications, engineering, approvals, permits, construction contractors, vendor agreements and all fixtures now or hereafter attached to the property machinery, equipment, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or refrigeration or for ventilating or sanitary purposes or for the exclusion of vermin or insects or for the removal of dust, refuse, or garbage; all wall safes, built-in furniture, and installations, shelving, lockers, partitions, doorstops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, draperies, drapery rods and brackets, screens, linoleum, carpets, furniture, furnishings, fixtures, plumbing, laundry tubs and trays, iceboxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and installations for which any Building is specially designed (the "Fixtures"), all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; all contract rights pursuant to any purchase and sale agreements or any other agreement, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Lender), which arise from or relate to construction on the Real Property or to any business now or later to be conducted on it, or to the Real Property generally; together with and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

Borrower further grants to Lender a security interest in all of Borrower's right, title, and interest now owned or later acquired to the following property (collectively, "Collateral") now or later affixed to or located on the Property, or used in connection with the operation of the Property or the Improvements and all the proceeds of that property; the Personalty; the Fixtures; all machinery, equipment, engines, appliances, and fixtures for generating or distributing air, water, heat, electricity, light, fuel, or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, or garbage; all wallbeds, wall safes, built-in furniture and installations, shelving, lockers, partitions, doorstops, vaults, motors, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for them, fire sprinklers, alarm systems, draperies, drapery rods and brackets, mirrors, mantles, screens, linoleum, carpets and carpeting, plumbing, bathtubs, sinks, basins, pipes, faucets, water closets, laundry equipment, washers, dryers, iceboxes, refrigerators, heating units, stoves, ovens, ranges, dishwashers, disposals, water heaters, incinerators, furniture, fixtures, and furnishings; all communication systems; all specifically designed installations and furnishings; all building materials, supplies, and equipment now or later delivered to the Property; all office equipment, including, without limitation, all computers, computer systems, hardware and software, access codes, access keys, computer programs, file names, typewriters, duplicating machines, word processing equipment, adding machines, calculators, dictating equipment, printing presses, and related equipment; all inventories and supplies, including, without limitation, office supplies, soap, light bulbs, toilet paper, and linens; all clocks, television sets, radios, and other electronic or audio/video equipment; all podiums, microphones, movie and slide projectors and screens, and other property relating to conference and convention facilities; all security and cleaning deposits collected from any tenants or lessees of any part of the Property, all deposits collected from purchasers pursuant to contracts for sale of the Property or any portion of the Property; and, subject to the other provisions of this Deed of Trust, all proceeds of any fire and builders risk insurance policy, or of any policy insuring the Property (and the contents of the Improvements) against any other perils, all awards made in eminent domain proceedings, or purchased in lieu of that, made with respect to the Property, and any compensation, award, payment, or relief given by any governmental agency or other source because of damage to the Property resulting from earthquake, flood, windstorm, or any emergency or any other event or circumstance. The specific enumerations in this Deed of Trust do not exclude the general.

The security interest also includes all additions to, substitutions for, changes in, or replacements of the whole or any part of these articles of property, together with all contract rights of Borrower in construction contracts, bonds, agreements for purchase and sale of the Property, all policies of insurance arising out of the improvement or ownership of the Property, and all accounts, contract rights, chattel paper, instruments, general intangibles, and other obligations of any kind now or later existing, arising out of, or in connection with the operation or development of the Property. The security interest also includes all rights now or later existing in all security agreements, leases, and other contracts securing or otherwise relating to any accounts, contract rights, chattel paper, instruments, general intangibles, or obligations; all causes of action and recoveries now or later existing for any loss or diminution in value of the Property; all proceeds of any of the Collateral; and, to the extent not otherwise included, all payments under insurance (whether Lender is the loss payee), or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to any of the Collateral. The security interest also includes any and all Assignments of Agreements arising out of, or in connection with the operation or development of the Property as further described in paragraph 22 of this Deed of Trust. The security interest further

includes all other tangible and intangible real and personal property. Any listing of specific rights or property herein shall not be interpreted as a limitation on any general term.

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **December 18, 2018**, in the principal sum of U.S. **\$645,100.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender when evidenced by promissory notes stating that said notes are secured hereby (herein "Future Advances"); (c) performance of each and every agreement, obligation, covenant and condition made by or imposed upon Borrower under this Deed of Trust (including, without limitation, those contained in any document incorporated by reference herein, the Construction Loan Agreement, or in any document evidencing or securing the loan (each and all, a "Loan Document") unless otherwise excepted herein) in that certain Construction Holdback Agreement dated as of December 18, 2018 and between Borrower and Lender (the "Construction Holdback Agreement") and all supplements, amendments, modifications, extensions and renewals thereof; and in addition (d) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions (including but not limited to renewal fees added to the original principal amount secured hereby for each extension granted), modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained. This Deed of Trust shall not secure any obligations arising under any guaranty or environmental indemnity executed concurrently with the Note or relating to this Deed of Trust.

Borrower covenants that (1) Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property; (2) that the Property is unencumbered except for encumbrances of record; (3) Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record; (4) the Property is not used principally or primarily for agricultural or grazing purposes; (5) Borrower is engaged in the development, construction, and operation of all Buildings, improvements, and appurtenances on the Land, and all improvements, additions, and replacements of those improvements and other buildings and improvements, at any time later constructed or placed on the Land (the "Improvements" or "Project"); and (6) the principal purpose of the Loan is the construction of the Improvements.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such an agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require or Lender may, in its sole discretion, and Borrower hereby authorizes Lender to draw from the Construction LOC (as defined in the Construction Loan Agreement) for the purpose of paying taxes, assessments, insurance premiums and ground rents as they fall due. Any amounts drawn from the Construction LOC pursuant to this paragraph shall reduce the available funds on the Credit Line and be subject to all provisions governing the Construction LOC in the Construction Agreement, Note and other Loan Documents.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under Paragraph 24 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, if applicable, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances. However, if the Note is determined to be in default pursuant to the terms thereof, Lender shall have sole discretion applying any payments tendered.

4. Prior Mortgages and Deeds of Trust; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. Insurance. Borrower, at its sole cost and expense, will (a) keep the Property insured for the mutual benefit of Borrower and Lender against loss or damage by fire, and against loss or damage by other risks embraced by coverage of the type now known as the broad form of extended coverage, including, but not limited to, riot and civil commotion, vandalism, malicious mischief, burglary, theft, and mysterious disappearance, and against any other risks or hazards that Lender may from time to time reasonably designate, in an amount not less than the lesser of (1) one hundred percent (100%) of the then full replacement cost of the Improvements or (2) the total sum owed under the Note, without deduction for physical depreciation. The policies of insurance carried in accordance with this Section will contain the "Replacement Cost Endorsement;" (b) maintain during the term of this Deed of Trust other insurance, and in any amounts, as may from time to time be reasonably required by Lender against other insurable risks; and (c) obtain and maintain public liability insurance covering the Property and the ownership, use, occupancy, and maintenance of the Property. All policies of insurance required pursuant to this Deed of Trust will be satisfactory in form and substance to Lender and will be approved by Lender as to amounts, form, risk coverage, deductibles, insurer, loss payable, and cancellation provisions. Effective on the occurrence of any Event of Default, all of Borrower's right, title, and interest in all policies of property insurance and any unearned premiums paid are assigned to Lender, who may assign them to any purchaser of the Property at any foreclosure sale.

In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

If Borrower obtains any other hazard insurance, or any other insurance on the Property, and such insurance is not specifically required by the Lender, then such insurance shall: (i) name the Lender as loss payee thereunder, and (ii) be subject to all of the provisions of this paragraph 5.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower will construct and/or maintain the Improvements now or later existing in good and tenantable repair, and will not deviate from any Lender approved Plans and Specifications or structurally alter them, nor will Borrower suffer any waste of the Property or make any change in the use of the Property that will in any way increase any ordinary fire or other hazard insurance premiums or permit anything that may in any way impair the security of this Deed of Trust, without the prior written consent of the Lender. During the Work, Borrower will use due care in protecting all Improvements from the weather, elements, and other hazards. Borrower will not abandon the Property or leave the Property unprotected, vacant, or deserted. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. Replacement of Fixtures. Borrower will not permit any of the Fixtures or Borrower's interest in all accounts, contract rights, and general intangibles (specifically including any insurance proceeds and condemnation awards) arising out of the ownership, development, or operation of the Property, and all furniture, furnishings, equipment, machinery, construction materials and supplies, leasehold interests in personal property, and all other personal property (other than Fixtures) now or later on the Property, together with all present and future attachments, accessions, replacements, substitutions, and additions, and the cash and noncash proceeds (the "Personalty") to be removed at any time from the Property without the prior written consent of Lender unless actually replaced by articles of equal suitability and value owned by Borrower free and clear of any lien or security interest except as may be approved in writing by Lender.

8. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust, then Lender, at Lender's option, may make such appearances, disburse such sums, including reasonable attorney's fees,

and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law

Any amounts disbursed by Lender pursuant to this paragraph 8, with interest thereon, including but not limited to payment of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 8 shall require Lender to incur any expense or take any action hereunder. The provisions of this paragraph 8 will survive the termination of this Deed of Trust and the repayment of the Indebtedness.

9. Right of Entry and Inspection. Lender and its agents shall have at all times the right of entry and free access to the Property and the right to inspect all work done, labor performed, and materials furnished with respect to the Project. Lender shall have unrestricted access to and the right to copy all records, accounting books, contracts, subcontracts, bills, statements, vouchers, and supporting documents of Borrower relating in any way to the Project.

10. Right to Complete Construction. If Lender takes possession of the Property, it may take any and all actions necessary in its judgment to complete construction of the Improvements, including but not limited to making changes in the Plans and Specifications, work, or materials and entering into, modifying or terminating any contractual arrangements, subject to Lender's right at any time to discontinue any work without liability. If Lender elects to complete the Improvements, it will not assume any liability to Borrower or to any other person for completing the Improvements or for the manner or quality of construction of the Improvements, and Borrower expressly waives any such liability. Borrower irrevocably appoints Lender as its attorney-in-fact, with full power of substitution, to complete the improvements, at Lender's option, either in Borrower's name or in its own name. In any event, all sums expended by Lender in completing the construction of the Improvements will be considered to have been disbursed to Borrower and will be secured by the collateral for the Loan. Any such sums that cause the principal amount of the Loan to exceed the face amount of the Note will be considered to be an additional Loan to Borrower, bearing interest at the Note rate and being secured by the collateral. For these purposes, Borrower assigns to Lender all of its right, title and interest in and to the Project Documents; however Lender will not have any obligation under the Project Documents unless Lender expressly hereafter agrees to assume such obligations in writing. Lender will have the right to exercise any rights of Borrower under the Project Documents upon the occurrence of an Event of Default. All rights, powers, and remedies of Lender under this Agreement are cumulative and alternative, and are in addition to all rights which Lender may have under applicable law.

11. Right to Stop Work. If Lender in good faith determines that any work or materials do not conform to the approved Plans and Specifications or sound building practices, or otherwise depart from any of the requirements of this Agreement, Lender may require the work to be stopped and withhold disbursements until the matter is corrected. In such event, Borrower will promptly correct the work to Lender's satisfaction. No such action by Lender will affect Borrower's obligation to complete the Improvements on or before the Completion Date. Lender is under no duty to supervise or inspect the construction or examine any books and records. Any inspection or examination by Lender is for the sole purpose of protecting Lender's security and preserving Lender's rights under this Agreement. No default of Borrower will be waived by any inspection by Lender. In no event will any inspection by Lender be a representation that there has been or will be compliance with the Plans and Specifications or that the construction is free from defective materials or workmanship.

12. Damage or Destruction. If any of the Property or Improvements is damaged or destroyed by casualty or condemnation of any nature, within sixty (60) days thereafter Borrower shall restore the Property and Improvements to the condition in which they were before such damage or destruction with funds other than those in the Loan Fund. Lender shall not be obligated to make disbursements under this Agreement until such restoration has been accomplished.

13. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

14. Borrower Not Released. At any time or from time to time, without liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge thereof. Trustee may, but shall be under no obligation or duty to, appear in or defend any action or proceeding purporting to affect said property or the title thereto, or purporting to affect the security hereof or the rights or powers of Lender or Trustee.

15. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

16. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

17. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several.

18. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender at Lender's address set forth on the first page of this Deed of Trust or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

19. Governing Law. This Deed of Trust shall be governed by the Laws of the State of California. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust are declared to be severable.

20. Lender's Right to Require the Loan to be Paid off Immediately. If without Lender's prior written consent the Property encumbered by this Deed of Trust or any portion thereof or any interest therein is sold, conveyed, mortgaged, transferred, encumbered (including, but not limited to, PACE/HERO loans, any "clean energy" lien or loan designated to assist with "clean energy" upgrades, renovations, or products, any loans where payments are collected through property tax assessments, and super-voluntary liens which are deemed to have priority over the lien of this Security Instrument, land sale leaseback, installment sale contract, lease-option leaseback, contract for deed or conditional sales contract financing), hypothecated, assigned, leased in its entirety for a term of greater than two (2) years or transferred, if the borrower shall be voluntarily or involuntarily divested of title to the Property, or any portion thereof or any interest therein, in any manner, or if more than twenty-five percent 25% (directly or indirectly) of the stock, limited partnership interests, managing or non-managing membership interests or any other direct or indirect legal or beneficial ownership interests (as the case may be) of Borrower or any partner, member, shareholder or any other direct or indirect legal or beneficial owner of Borrower shall be sold, conveyed, mortgaged, transferred, hypothecated, assigned or encumbered (each of such foregoing events shall be referred to herein as a "Transfer"), the whole sum of outstanding principal and all accrued and unpaid interest under the Note secured hereby shall, at the option of Lender and without notice, become immediately due and payable. Lender's option hereunder may be exercised at any time after any such Transfer event, and the acceptance by Lender of one or more installments of principal or interest under the Note from any person thereafter shall not constitute a waiver of Lender's option. Consent to one such Transfer shall not be deemed to be waiver of the right to require such consent to future successive Transfers. Notwithstanding the foregoing, if this Deed of Trust is a lien on residential property containing one to four units, then, the term "Transfer" shall not include a further encumbrance of the Property by a lien that is junior to this Deed of Trust upon the death of a joint tenant.

21. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of the County Recorder of the county in which the Property is located with respect to all Fixtures included within the term "Property" as used in this Deed of Trust and with respect to any goods, Collateral, or other personal property that may now be or later become fixtures, as provided under the Cal. U. Commercial Code sections 9334 and 9502.

22. Assignment of Agreements. As partial security for the Loan, Borrower sells, assigns, transfers, sets over, and delivers to Lender all of Borrower's right, title, and interest in all agreements, permits, and contracts pertaining to the use or operation of the Property, including, but not limited to, environmental impact reports; negative declarations; map approvals; grading and construction permits; conditional use permits; applications for all permits; management agreements; all development rights in the Property that Borrower may now or later acquire (including, without limitation, development rights arising in connection with any action by a governmental entity, including, by way of illustration, but not of limitation, inducement resolutions of county, municipal, or other governmental entities); agreements with contractors, suppliers, and construction managers; and agreements pertaining to the transfer of development rights or permitted floor area under applicable laws or ordinances (collectively, "Agreements"), as they may be amended or otherwise modified from time to time, including, without limitation, the right of Borrower to terminate any of the Agreements, to perform under them, and to compel performance and otherwise exercise all remedies under them, together with the immediate and continuing right to collect and receive all sums that may become due to Borrower, or to which Borrower may now or later become entitled to demand or claim, arising or issuing out of the Agreements, including, without limitation, claims of Borrower for damages arising out of breach of or default under any of the Agreements and all rights of Borrower to receive proceeds of any insurance, indemnity, warranty, or guaranty with respect to any of the Agreements. However, so long as no Event of Default has occurred and is continuing, Borrower will have the right under a license granted to collect and retain all sums that may become payable to Borrower under the Agreements. Borrower covenants and agrees to observe, perform, and discharge punctually the obligations, terms, covenants, conditions, and warranties to be observed, performed, and discharged by it under the Agreements. Lender, upon an Event of Default, at its option and upon written notice to Borrower, will have the right to declare the assignment in this paragraph 22 to be absolute and, in addition, Lender will have the complete right then or later to exercise and enforce all of the rights and remedies provided by law. The acceptance by Lender of the assignment in this paragraph 22, with all the rights, powers, privileges, and authority granted will not, prior to the exercise of Lender's right to declare the assignment in this paragraph 22 to be absolute, obligate Lender to assume any obligations under the Agreements or to take any action under them or to expend any money or incur any expense or perform or discharge any obligation, duty, or liability under the Agreements or to assume any obligation or responsibility for the nonperformance of the provisions by Borrower.

23. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 24 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 24 hereof or abandonment of the Property, Lender, in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

As further additional security hereunder, in the event that any portion of the subject property is leased to any party, Borrower shall provide lender with fully a executed Tenant Estoppel Letter and copy of fully executed valid and current Lease for each tenant in possession of any leased portion of the subject property, a full Rent Roll evidencing the nature of any lease of any portion of the subject property, including but not limited to an identification of the portion of the subject property so leased, the name of the Tenant, the term of the tenancy, and the amount of periodic rent and other funds to the Borrower under the terms of the Lease.

24. Default; Acceleration; Additional Remedies. Any of the following events shall be deemed a default under this Deed of Trust: (a) the occurrence of a default in the payment, when due, of principal or interest on the Note or any other sum secured hereby; or (b) the occurrence of a default under any term, covenant, agreement, condition, provision, representation or warranty of Borrower contained in this Deed of Trust, the Construction Loan Agreement, any other Loan Document (excepting any guaranty or any hazardous materials indemnity executed concurrently with the Note or Deed of Trust), or any other agreement secured hereby; or (c) the occurrence of a default under any other note evidencing a loan made by Lender or serviced, arranged or made by Anchor Loans, LP or its Affiliates to Borrower or Borrower's partner, member, subsidiary or Borrower's Affiliate. As used in this Deed of Trust, "Affiliate" means any person or entity directly or indirectly controlling, controlled by or under common control with a designated person or entity. Upon the occurrence of any default under this Deed of Trust, Lender may, at its option, declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written Notice of Default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby.

After the lapse of such time as then may be required by law following the recordation of said Notice of Default and Notice of Sale having been given as then required by law, Trustee, without demand on Borrower, shall sell said property at the time and place fixed by it in said Notice of Sale, either as a whole or in separate parcels and in such order as it may determine (but subject to any statutory right of Borrower to direct the order in which said property, if consisting of several lots or parcels, shall be sold), at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person including Borrower, Trustee, or Lender, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of; all sums expended under the terms hereof, not then repaid, with accrued interest at the rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person or persons legally entitled thereto.

25. Reconveyance. Upon written request of Lender stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." The Trustee may destroy said Note, this Deed of Trust (and any other documents related thereto) upon the first to occur of the following: Five (5) years after issuance of a full reconveyance, or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for five (5) years following issuance of a full reconveyance.

26. Substitution of Trustee. Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

27. Request for Notices. Borrower requests that copies of the notice of sale and notice of default be sent to Borrower's address which is the Property Address.

28. Statement of Obligation. Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by applicable law.

MISCELLANEOUS PROVISIONS

29. General Provisions. Borrower acknowledges and agrees that time is of the essence with respect to the obligations under this Deed of Trust and the Note secured by this Deed of Trust. A determination that any provision of this Deed of Trust is unenforceable

or invalid shall not affect the enforceability or validity of any other provision and the determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to other persons or circumstances. This Deed of Trust may not be amended except in a writing specifically intended for such purpose and executed by Borrower and Lender. Captions and headings in this Deed of Trust are for convenience only and shall be disregarded for any other purpose. The words "include" and "including" shall be interpreted as if followed by the words "without limitation." This Deed of Trust, and its validity, enforcement and interpretation, shall be governed by California law (without regard to any conflict of laws principles) and applicable United States federal law.

30. Final Expression/No Oral Agreements. READ THIS DOCUMENT CAREFULLY. THIS DEED OF TRUST REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

31. Environmental Provisions.

(a) Borrower hereby represents and warrants to Lender that (i) the Property is not and has not been a site for the use, generation, manufacture, storage, treatment, release, threatened release, discharge, disposal, transportation or presence of oil or other petroleum products, flammable explosives, asbestos, urea formaldehyde insulation, radioactive materials, hazardous wastes, toxic or contaminated substances or similar materials, or any other "hazardous substance" as defined in Section 25281 of the California Health and Safety Code (collectively, "Hazardous Materials"); and (ii) no Hazardous Materials Claims (defined below) relating to the Property are pending or threatened. Borrower agrees at all times to comply with, and cause the Property to comply with, all federal, state and local laws, ordinances and regulations and all judgments, consent decrees, settlements or compromises relating to Hazardous Materials (collectively, "Hazardous Materials Laws"). Borrower shall immediately notify Lender in writing of any claims or actions pending or threatened against Borrower or the Property by any governmental entity or agency or any other person or entity relating to Hazardous Materials ("Hazardous Materials Claims").

(b) Borrower agrees to indemnify, defend, and hold harmless Lender and its officers, shareholders, directors, partners, employees, agents, successors and assigns from and against any costs, expenses, losses, debts or liabilities directly or indirectly arising from or in connection with any of the following: (i) any Hazardous Materials Claims relating to the Property; (ii) any failure by Borrower to perform any covenants or agreements contained in this Paragraph; or (iii) any breach or inaccuracy of any representations or warranties of Borrower contained in this Paragraph.

(c) In the event that any portion of the Property is determined to be "environmentally impaired" (as "environmentally impaired" is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as "affected parcel" is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting Lender's or Trustee's rights and remedies under this Deed of Trust, Lender may elect to exercise its right under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (i) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (ii) any other rights and remedies permitted by law. For purposes of determining Lender's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower shall be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant or user which caused or contributed to the release or threatened release. All costs and expenses, including, but not limited to, attorneys' fees, incurred by Lender in connection with any action commenced under this Paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, shall be added to the indebtedness secured by this Deed of Trust and shall be due and payable to Lender upon its demand made at any time following the conclusion of such action.

(d) Borrower and Lender agree that the foregoing provisions of this Paragraph constitutes (i) Lender's written request for information concerning the environmental condition of the Property (and Borrower's response) for purposes of California Code of Civil Procedure Section 726.5; and (ii) an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

32. Acceptance by Lender of a Partial Payment After Notice of Default. By accepting partial payment (payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order, the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall constitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

33. Counterparts. This Agreement and the signature pages hereto may be executed in one or more counterparts, each of which shall be binding on the parties and all of which shall constitute a single agreement.

34. Security Interest in Plans and Specifications. Borrower has given Lender a copy of the plans, specifications, drawings, permits, licenses, and other approvals related to the contemplated improvement of the Property covered by this Deed of Trust, and all supplements and modifications thereto (collectively, the "Plans"). As additional security for the Note, Borrower hereby grants to Lender a security interest in the Plans, and in the event of any defaults under the Note, this Deed of Trust or any other loan documents, Lender shall have all rights and remedies of a secured party under the California Uniform Commercial Code, as amended, with respect

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to enforcing such security interest. Borrower hereby gives Lender and its agents a license and consent to use the Plans and any amendments or supplements to them in any manner Borrower could have used them, which license shall not be exercised unless and until Borrower defaults hereunder. Borrower hereby irrevocably instructs all creators and owners of the Plans to give Lender and its agents unrestricted access to and right to copy, order modifications of, submit or otherwise use the Plans to the same extent Borrower could do so in connection with any improvement of the Property.

**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at its address set forth on page one of this Deed of Trust, of any default under the superior encumbrances and of any sale or other foreclosure action.

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

HIDDEN HILLS RANCH, INC., a California Corporation

Borrower By: Andrew Nowaczek, President

12.19.2018
Date

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

State of California

County of Los Angeles

On 12-19-2018 before me, Stephanie Aparicio, notary public, personally appeared Andrew Nowaczek who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Signature]

(Seal)

