



**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

PARTNERS CAPITAL SOLUTIONS FUND, LP
26901 Agoura Road, Suite 180
Calabasas Hills, CA 91301
Attn: Minda Johnstone
Loan No. 2013-00123



CTI1200390-70

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

The parties to this DEED OF TRUST WITH ABSOLUTE ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Deed of Trust"), made as of July 10, 2013, are YUMA MESA, LLC, an Arizona limited liability company ("Trustor"), LAWYERS TITLE COMPANY ("Trustee"), and PARTNERS CAPITAL SOLUTIONS FUND, LP, a Delaware limited partnership ("Beneficiary"). The mailing addresses of Trustor, Beneficiary and Trustee are set forth in Section 7.11 of this Deed of Trust.

ARTICLE 1. GRANT IN TRUST

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of that real property located at 301 West 16th Street, County of Yuma, State of Arizona, described on Exhibit A attached hereto, together with all right, title, interest, and privileges of Trustor in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements, and all fixtures, fittings, apparatus, machinery, equipment, furniture, appliances, and all other personal property and any replacements thereof, now or at any time hereafter located on or used in any way in connection with the real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property (the "Improvements"); all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.
- 1.2 **ADDRESS.** Trustor represents and warrants that Trustor's mailing address is correctly stated in Section 7.11. Any inaccuracy in the address designated shall not affect the validity or priority of the lien of this Deed of Trust on the Subject Property as described on Exhibit A.

ARTICLE 2. OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Trustor makes this Deed of Trust for the purpose of securing the following obligations ("Secured Obligations"):
- (a) Payment to Beneficiary of all sums at any time owing under that certain Secured Promissory Note ("Note") of even date herewith, in the principal amount of Five Million Two Hundred Thousand and 00/100 Dollars (\$5,200,000.00) executed by Trustor, as borrower, and payable to the order of Beneficiary, as lender; and
 - (b) Payment and performance of all covenants and obligations of Trustor under this Deed of Trust; and

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| Trustor: | Yuma Mesa, LLC 11772 Sorrento Valley Blvd., Suite 100 San Diego, California 92121 Attention: C. William Clark, Jr. |
| Trustee: | Lawyers Title Company 888 S. Figueroa Street, Suite 2100 Los Angeles, California 90017 |
| Beneficiary: | Partners Capital Solutions Fund, LP 26901 Agoura Road, Suite 180 Calabasas Hills, CA 91301 Attn: Minda Johnstone Loan #: 2013-00123 |
| With a copy to: | Partners Capital Solutions Fund, LP 26901 Agoura Road, Suite 180 Calabasas Hills, CA 91301 Attn: Legal Counsel |

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Trustor shall forward to Beneficiary, without delay, any notices, letters or other communications delivered to the Subject Property or to Trustor naming Beneficiary, "Lender" or any similar designation as addressee, or which could reasonably be deemed to affect the ability of Trustor to perform its obligations to Beneficiary under the Note or the Loan Agreement.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year set forth above.

"TRUSTOR"

YUMA MESA, LLC,
an Arizona limited liability company,
By Crossroads Prime Commercial, Inc.
a California corporation, Manager

By 
C. William Clark, Jr., President

(ALL SIGNATURES MUST BE ACKNOWLEDGED)