



# stewart title®

Property Profile Report

12/23/2024

1502 Minnie St., Fairbanks, AK 99701

Purported owner of Record : North Pole Coffee Development LLC

**Prepared by:**

Kelly Harrington  
Stewart Title of Fairbanks  
714 Gaffney Rd  
Fairbanks, AK 99701  
(907) 456-3474  
[listingpackages@stewart.com](mailto:listingpackages@stewart.com)

**Prepared for:**

***Somers Sotheby's International Realty***

**Report Provided by:**

Stewart Title of Fairbanks  
714 Gaffney Rd  
Fairbanks, AK 99701  
(907) 456-3474  
[www.stewart.com/fairbanks](http://www.stewart.com/fairbanks)

- |                                     |                             |                                     |  |
|-------------------------------------|-----------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <b>Tax Report</b>           | <input type="checkbox"/>            | <b>Plat Map</b>                                |
| <input type="checkbox"/>            | <b>BEES Certificate</b>     | <input checked="" type="checkbox"/> | <b>No As-Built</b>                             |
| <input type="checkbox"/>            | <b>Summary of Bldg Insp</b> | <input type="checkbox"/>            | <b>As-Built Attached</b>                       |
| <input checked="" type="checkbox"/> | <b>Vesting Deed</b>         | <input type="checkbox"/>            | <b>As-Built Requested/Will forward if rcvd</b> |
| <input checked="" type="checkbox"/> | <b>Deed of Trust</b>        | <input type="checkbox"/>            | <b>Other - First Right of Refusal</b>          |
| <input type="checkbox"/>            | <b>CC&amp;R's</b>           | <input type="checkbox"/>            | <b>Notice of Default</b>                       |

## **Disclaimer**

This property report is provided "as is" without warranty of any kind, either express or implied, including without limitations any warranties of merchantability or fitness for a particular purpose. There is no representation of warranty that this information is complete or free from error, and the provider does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in this property report without a title insurance policy.

The information contained in this property report is delivered from your Title Company, who reminds you that you have the right as a consumer to compare fees and serviced levels for Title, Escrow, and all other services associated with property ownership, and to select providers accordingly. Your home is the largest investment you will make in your lifetime and you should demand the very best.

## Summary

|   |   |   |   |
|---|---|---|---|
| <b>PAN</b><br>0043842  | <b>Physical Description</b> <small>do not rely on as a legal description</small><br>ALL BLOCK M ALASKA RAILROAD ARR 9377 TERM EXPIRES 8/31/2043 FORMERLY ASSESSED AS BLOCK M ALASKA RAILROAD MINERAL SURVEY 9000 - 9007 & 9065 - 9074 | <b>Neighborhood</b><br>0150 - Alaska Railroad | <b>Fire Service Area</b><br>CITY OF FAIRBANKS |
| <b>Property Class</b><br>Commercial   | <b>Tax Status</b><br>TAXABLE  | <b>Business</b><br>North Pole Coffee Roasting |   |
| <b>Land Area</b><br><b>Block M</b> - 40,230 Square Feet   | <b>Millage Group</b><br>0010 - RAILROAD   | <b>Millage Rate</b><br>16.513                 |   |
| <b>Street Address</b><br>1502 MINNIE ST   | <b>Billing Address</b><br>PO BOX 56960<br>NORTH POLE, AK 99705-1960   | <b>Child Properties</b><br>None               | <b>Parent Properties</b><br>None              |

## Buildings

| Year Built | Description      |             | Architecture        | Category             |                      |                  |
|------------|------------------|-------------|---------------------|----------------------|----------------------|------------------|
| 1975       | Wood, Open Steel |             | Commercial Standard | Commercial           |                      |                  |
| Section ID | Footprint        | Stories     | Perimeter           | Interior Description | Wall Type            | Amenities        |
| 1          | 1,800            | 1           | 180                 | Office Bdgs          | Wood Frame,St/Al. Ex | qty: 2           |
| 2          | 2,640            | 1           | 182                 | Dist. Warehouse      | Wood Frame,St/Al. Ex | 2 Fix. Bath_Comm |
| 3          | 288              | 1           | 60                  | Office Bdgs          | Wood Frame,St/Al. Ex |                  |
| Section ID | Footprint        | Description |                     |                      |                      |                  |
| 4          | 4728             | None        |                     |                      |                      |                  |
| 5          | 408              | None        |                     |                      |                      |                  |
| 6          | 240              | None        |                     |                      |                      |                  |
| 7          | 216              | None        |                     |                      |                      |                  |
| 8          | 96               | None        |                     |                      |                      |                  |
| 9          | 52               | None        |                     |                      |                      |                  |
| 10         | 30               | None        |                     |                      |                      |                  |

## Documents

The FNSB provides a link to view the recorded document at the State of Alaska Recorders Office through the instrument #. Current registered documents **not** showing may be seen at the State of [Alaska Recorders Office Search page](#). The FNSB has no control over the contents posted on any external web sites and these sites may have separate terms of use and privacy policies. The inclusion of this web link does not imply endorsement by the FNSB of the site, its content, advertisers or sponsors.

| Description                   | Record Date | Book | Page | Instrument                    |
|-------------------------------|-------------|------|------|-------------------------------|
| Release                       | 12/15/2021  |      |      | <a href="#">2021-023656-0</a> |
| Assignment of Lease           | 12/28/2015  |      |      | <a href="#">2015-021782-0</a> |
| Modification of Deed of Trust | 12/23/2015  |      |      | <a href="#">2015-021624-0</a> |
| Assignment                    | 12/30/2011  |      |      | <a href="#">2011-025697-0</a> |
| Assignment                    | 12/30/2011  |      |      | <a href="#">2011-025700-0</a> |
| Assignment                    | 12/30/2011  |      |      | <a href="#">2011-025703-0</a> |
| Assignment of Lease           | 9/10/2009   |      |      | <a href="#">2009-017368-0</a> |
| Record Survey                 | 8/13/2009   |      |      | <a href="#">2009-015365-0</a> |
| Quitclaim Deed                | 9/3/2008    |      |      | <a href="#">2008-017835-0</a> |
| Termination of Lease          | 9/3/2008    |      |      | <a href="#">2008-017833-0</a> |
| Memorandum of Lease           | 9/3/2008    |      |      | <a href="#">2008-017836-0</a> |
| Lease                         | 9/1/2008    |      |      |                               |
| Termination of Lease          | 8/31/2008   |      |      |                               |
| Warranty Deed                 | 10/21/2002  |      |      | <a href="#">2002-021568-0</a> |
| Assignment of Lease           | 9/26/2002   |      |      | <a href="#">2002-019745-0</a> |
| Assignment of Lease           | 9/19/2002   |      |      |                               |
| Contract                      | 8/23/1994   |      |      |                               |
| Termination of Contract       | 8/22/1994   |      |      |                               |
| Termination of Contract       | 11/20/1991  |      |      |                               |
| Lease                         | 11/20/1991  |      |      |                               |

## Assessment History

For questions regarding assessments, contact the FNSB Department of Assessing at 907-459-1428. For information on our exemption programs please visit our [website](#). Or contact our office at 907-459-1428.

| Year | Land        | Improvement Value | Full Value Total | Exemptions Total | Taxable      |
|------|-------------|-------------------|------------------|------------------|--------------|
| 2024 | \$63,197.00 | \$299,050.00      | \$362,247.00     | \$0.00           | \$362,247.00 |
| 2023 | \$64,476.00 | \$299,050.00      | \$363,526.00     | \$0.00           | \$363,526.00 |
| 2022 | \$65,660.00 | \$302,811.00      | \$368,471.00     | \$0.00           | \$368,471.00 |
| 2021 | \$66,756.00 | \$303,752.00      | \$370,508.00     | \$0.00           | \$370,508.00 |
| 2020 | \$67,772.00 | \$303,752.00      | \$371,524.00     | \$0.00           | \$371,524.00 |

## Tax History

If taxes are delinquent, the payoff date is projected to **1/6/2025**. For payments after this date, please call the FNSB Division of Treasury And Budget at **907-459-1441** for the correct amount.

All PRIOR YEAR delinquent payments must be made with guaranteed funds.

| Year | Tax Levied | State Exempted | Fees   | Total Due  | Total Paid | Net Due |
|------|------------|----------------|--------|------------|------------|---------|
| 2024 | \$5,981.78 | \$0.00         | \$0.00 | \$5,981.78 | \$5,981.78 | \$0.00  |
| 2023 | \$6,041.44 | \$0.00         | \$0.00 | \$6,041.44 | \$6,041.44 | \$0.00  |
| 2022 | \$6,648.68 | \$0.00         | \$0.00 | \$6,648.68 | \$6,648.68 | \$0.00  |
| 2021 | \$7,247.14 | \$0.00         | \$0.00 | \$7,247.14 | \$7,247.14 | \$0.00  |
| 2020 | \$7,272.58 | \$0.00         | \$0.00 | \$7,272.58 | \$7,272.58 | \$0.00  |

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Supplement No. 2 to  
ARRC Contract No. 9266  
[New Contract No. 9377]

**ASSIGNMENT OF LEASE**  
(With Consent)

461439

**THIS ASSIGNMENT** is made on the day executed by the last signatory hereto, between **NORTH POLE COFFEE ROASTING, INC.**, an Alaska corporation (hereinafter ASSIGNOR), and **NORTH POLE COFFEE DEVELOPMENT, LLC**, an Alaska limited liability company (hereinafter ASSIGNEE), whose mailing address is P.O. Box 56960, North Pole, Alaska 99705.

**RECITALS**

A. The **ALASKA RAILROAD CORPORATION**, a public corporation created pursuant to AS 42.40 (hereinafter LESSOR), whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, is the Lessor of real property more fully described in the attached "Schedule 1", located in the Fairbanks Recording District, Fourth Judicial District, State of Alaska under that certain lease, Contract No. 9266 dated September 2, 2008 between LESSOR and North Pole Coffee Roasting, Inc. (hereinafter the "Lease"). Said lease or a memorandum thereof was recorded at Document No. 2008-017836-0 in the records of said recording district.

B. Supplement No. 1, Consent to Limited Assignment for Security Purposes, dated September 2, 2008, was executed with Denali State Bank. The Supplement was recorded at Document No. 2008-017839-0 in the records of said recording district.

C. It is the desire of ASSIGNOR to assign and transfer all its rights, interest, liabilities and obligations in the Lease and the leased premises to: North Pole Coffee Development, LLC (ASSIGNEE), and it is the desire of ASSIGNEE to accept all rights, interest, liabilities and obligations in the above Lease and the leased premises.

**AGREEMENT**

**NOW THEREFORE**, the ASSIGNOR and ASSIGNEE agree:

1. ASSIGNOR hereby assigns all of its right, title and interest in the Lease to ASSIGNEE.

2. ASSIGNEE shall at all times henceforth be considered as the Lessee under the terms of the Lease, and shall perform all of the obligations of Lessee as set forth in the Lease and all amendments thereto.

3. This assignment shall have no force and effect until such time as it is consented to by the LESSOR pursuant to the terms of the Lease.

**Assignor**

**NORTH POLE COFFEE ROASTING, INC**

Dated: 8-12-09

By: *T.S. Bartels*

Printed Name: T. S. BARTELS

Title: OWNER / OPERATOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Assignee**

**NORTH POLE COFFEE DEVELOPMENT, LLC**

Dated: 8-12-09

By: *T.S. Bartels*

Printed Name: T. S. BARTELS

Title: OWNER / OPERATOR

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



## CONSENT TO ASSIGNMENT

The **ALASKA RAILROAD CORPORATION**, as LESSOR under the above noted Lease, hereby consents to the assignment of the Lease by ASSIGNOR to ASSIGNEE. This consent shall not release ASSIGNOR from any obligations that may have arisen or accrued or be based on events which occurred before the assignment.

Henceforth, this Lease shall be known and administered as LESSOR'S Contract No. **9377**.

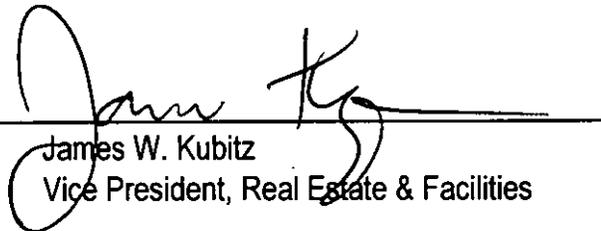
Except as otherwise expressly stated herein, nothing in this consent to assignment is intended to amend or alter any of the terms and conditions of the Lease or any amendments thereto previously executed by LESSOR and ASSIGNOR, or any predecessor in interest to either of them, all of which terms and conditions remain in full force and effect.

ASSIGNEE has made certain representations and warranties to LESSOR regarding its financial position. Any representation or warranty made by ASSIGNEE orally or in any document or certificate furnished to LESSOR in connection herewith which is untrue in any material respect as of the date on which made shall be an event of default for which the LESSOR may terminate the Lease.

Nothing in this consent is to be construed as a consent by LESSOR to any subsequent assignment.

### ALASKA RAILROAD CORPORATION

Dated: 8/5/2009

By:   
James W. Kubitz  
Vice President, Real Estate & Facilities



STATE OF ALASKA )  
 )ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2009, by James W. Kubitz, Vice President, Real Estate & Facilities of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.

Kathleen A. Lewis

Notary Public in and for Alaska

My Commission expires: 12-25-2012



STATE OF ALASKA )  
 )ss.  
FOURTH JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2009, by Thomas Bartels, the owner/operator of North Pole Coffee Roasting, Inc. an Alaska corporation, on behalf of the corporation.

Aileen Munoz

Notary Public in and for Alaska

My Commission expires: 11-04-2010



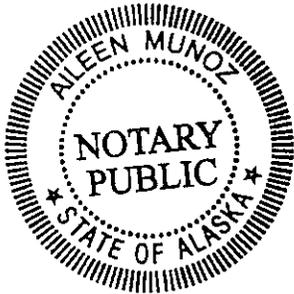
STATE OF ALASKA )  
 )ss.  
FOURTH JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of North Pole Coffee Roasting, Inc. an Alaska corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

STATE OF ALASKA )  
 )ss.  
FOURTH JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2009, by Thomas Bartels, the owner/operator of North Pole Coffee Development, LLC, an Alaska limited liability company, on behalf of the same.



[Signature]  
\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: 11-04-2010

STATE OF ALASKA                    )  
  )ss.  
FOURTH JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of North Pole Coffee Development, LLC, an Alaska limited liability company, on behalf of the same.

\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

North Pole Coffee Development, LLC  
ARRC Contract No. 9377

SCHEDULE 1

LEGAL DESCRIPTION

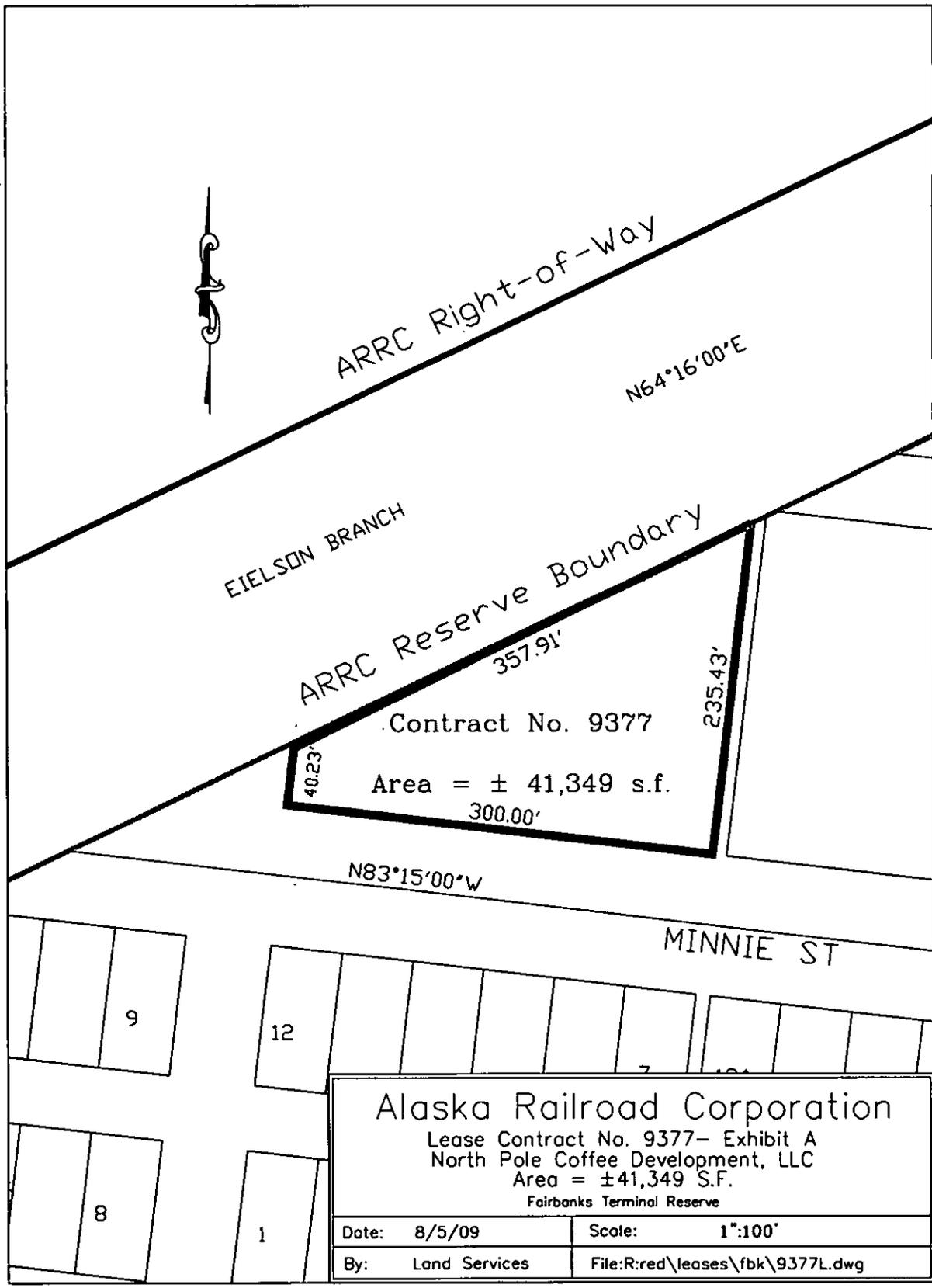
A parcel of land located within the Alaska Railroad Fairbanks Reserve situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska and further described as follows:

All of Block M located within the Alaska Railroad Fairbanks Industrial Subdivision, containing approximately 41,349 square feet, more or less, as shown on the attached drawing.

In the event of any inconsistency between the attached drawing and the foregoing legal description, the latter shall govern for purposes of this Lease.

**RECORDERS OFFICE RETURN TO:  
ALASKA RAILROAD CORPORATION  
ATTN: REAL ESTATE  
P.O. BOX 107500  
ANCHORAGE, AK 99510-7500**





Alaska Railroad Corporation  
 Lease Contract No. 9377- Exhibit A  
 North Pole Coffee Development, LLC  
 Area = ±41,349 S.F.  
 Fairbanks Terminal Reserve

|                   |                                 |
|-------------------|---------------------------------|
| Date: 8/5/09      | Scale: 1":100'                  |
| By: Land Services | File:R:red\leases\fbk\9377L.dwg |



cc

A  
L  
A  
S  
K  
A

**2008-017836-0**

Recording Dist: 401 - Fairbanks  
9/3/2008 10:32 AM Pages: 1 of 4



North Pole Coffee Roasting, Inc.  
Lease Contract No. 9266

### MEMORANDUM OF LEASE

**PLEASE TAKE NOTICE** that the **ALASKA RAILROAD CORPORATION** (herein called "Lessor"), a public corporation created pursuant to AS 42.40, whose mailing address is P.O. Box 107500, Anchorage, Alaska 99510-7500, and **NORTH POLE COFFEE ROASTING, INC.**, an Alaska corporation (herein called "Lessee"), whose mailing address is P.O. Box 56960, North Pole, Alaska 99705, have entered into a lease dated September 2, 2008 (which succeeds that certain lease, Contract No. 8472 dated August 31, 1994 between Lessor and Allan D. Snider, which such lease shall be of no further force and effect upon execution of this Memorandum of Lease). The lease affects that property known as:

A parcel of land located within the Alaska Railroad Fairbanks Reserve situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska and more specifically described on Schedule 1 attached to and for all purposes made a part of this Memorandum of Lease.

The term of the lease is thirty-five (35) years commencing as of September 2, 2008 and ending on September 2, 2043. There is no right to extend or renew the lease or right to purchase the real property provided in the lease. The complete terms and conditions of the lease agreement are contained in documents which are in the possession of the parties at the above addresses.

The lease also grants a security interest to Lessor in all improvements and fixtures owned by Lessee (including buildings) and in any way affixed or attached, whether now or later, to the Leased Premises for the payment of rent and other obligations of the Lease.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, Lessor and Lessee have duly executed and acknowledged this Memorandum of Lease.

ALASKA RAILROAD CORPORATION

Dated: 8/27/08

By: [Signature]  
James W. Kubitz  
Vice President, Real Estate & Facilities

NORTH POLE COFFEE ROASTING, INC.

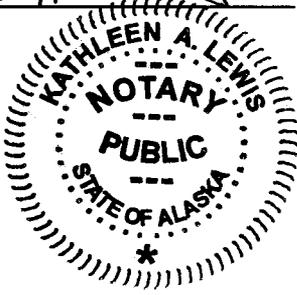
Dated: 9-02-08

By: [Signature]  
Janet A. Bartels  
Title: PRESIDENT

STATE OF ALASKA            )  
  )ss.  
THIRD JUDICIAL DISTRICT )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2008, by James W. Kubitz, Vice President, Real Estate & Facilities of the Alaska Railroad Corporation, a public corporation created by Alaska Statute 42.40, on behalf of the corporation.

[Signature]  
Notary Public in and for Alaska  
My Commission expires: 12-11-2008



STATE OF ALASKA                    )  
  )ss.  
FOURTH JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this 2 day of September, 2008, by Thomas Bartels + Janet Bartels the President + Secretary of North Pole Coffee Roasting, Inc., an Alaska corporation on behalf of the corporation.

Crystal Haman  
\_\_\_\_\_  
Notary Public in and for Alaska  
My Commission expires: \_\_\_\_\_

NOTARY PUBLIC  
CRYSTAL HAMAN  
STATE OF ALASKA  
COMMISSION EXPIRES 6/29/11

North Pole Coffee Roasting, Inc.  
Lease Contract No. 9266

SCHEDULE 1

LEGAL DESCRIPTION

A parcel of land located within the Alaska Railroad Fairbanks Reserve situated in the Fairbanks Recording District, Fourth Judicial District, State of Alaska and further described as follows:

All of Block M located within the Alaska Railroad Fairbanks Industrial Subdivision, containing approximately 41,349 square feet, more or less,

**RECORDER'S OFFICE RETURN TO:  
ALASKA RAILROAD CORPORATION  
ATTN: REAL ESTATE  
P.O. BOX 107500  
ANCHORAGE, AK 99510-7500**



**RECORDATION****REQUESTED BY:**

Denali State Bank  
Main Office  
Commercial Loan  
Department  
119 N. Cushman  
Street  
Fairbanks, AK  
99701

**WHEN RECORDED MAIL****TO:**

Denali State Bank  
Commercial Loans  
119 N. Cushman St.  
Fairbanks, AK  
99701

**SEND TAX NOTICES TO:**

THOMAS S  
BARTELS; JANET A  
BARTELS; and  
NORTH POLE  
COFFEE  
DEVELOPMENT, LLC  
1093 COPPET  
STREET  
FAIRBANKS, AK  
99709

**FOR RECORDER'S USE ONLY**

790208

**DEED OF TRUST**

THIS DEED OF TRUST is dated December 22, 2015, among THOMAS S BARTELS, whose address is 1093 COPPET STREET, FAIRBANKS, AK 99709; JANET A BARTELS, whose address is 1093 COPPET STREET, FAIRBANKS, AK 99709, Husband and Wife, as to Parcel I and NORTH POLE COFFEE DEVELOPMENT, LLC, whose address is 1093 COPPET ST, FAIRBANKS, AK 99709, as to Parcel II ("Grantor"); Denali State Bank, whose address is Main Office Commercial Loan Department, 119 N. Cushman Street, Fairbanks, AK 99701 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Yukon Title Co, whose address is 714 Gaffney Rd., Fairbanks, AK 99701 (referred to below as "Trustee").

**CONVEYANCE AND GRANT.** For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Grantor's right, title, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation any rights Grantor later acquires in the fee simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in the Fairbanks Recording District, Fourth Judicial District, the State of Alaska:

**PARCEL I:**

Lots 20 and 21, Block 2, HILTON PARK SUBDIVISION, according to the plat filed January 14, 1957 as Plat No. 169.017; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

**PARCEL II:**

A Leasehold estate in the following described real property disclosed by that certain

**DEED OF TRUST  
(Continued)**

Page 2

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Memorandum of Lease recorded September 3, 2008 as Instrument No. 2008-017836-0; wherein the ALASKA RAILROAD CORPORATION, is Lessor and NORTH POLE COFFEE ROASTING, INC., an Alaska corporation, is Lessee. Assignment of Lease to NORTH POLE COFFEE DEVELOPMENT, LLC recorded September 10, 2009 as Instrument No. 2009-017368-0. Supplemental No. 5 recorded January 27, 2014 as Instrument No. 2014-001030-0.

Block "M" of the ALASKA RAILROAD INDUSTRIAL SUBDIVISION, located in the Southwest 1/4 of Section 3, Township 1 South, Range 1 West, Fairbanks Meridian; Records of the Fairbanks Recording District, Fourth Judicial District, State of Alaska.

The Real Property or its address is commonly known as 1093 Coppet Street as to Parcel I and 1502 Minnie Street as to Parcel II, Fairbanks, AK 99709.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property as security for the Indebtedness. In addition to this assignment under common law, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all Indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property (this privilege is a license from Lender to Grantor automatically revoked upon default).

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's leasehold interest in the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as



**DEED OF TRUST  
(Continued)**

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previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**Compliance with Lease.** Grantor will pay all rents and will strictly observe and perform on a timely basis all other terms, covenants, and conditions of the Lease. Grantor will indemnify, defend, and hold Lender harmless against all losses, liabilities, actions, suits, proceedings, costs including reasonable attorneys' fees claims, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

**Other Agreements Relating to the Lease.** Grantor further agrees (1) not to surrender, terminate, or cancel the Lease, and (2) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing, without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be void and of no force and effect. At Lender's option, Grantor will deposit with Lender as further



**DEED OF TRUST  
(Continued)**

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security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of any of the terms contained in this Deed of Trust, Lender will have no right to cancel, modify, change, supplement, alter or amend the leasehold interest. No estate in the Property, whether fee title to the leasehold premises, the leasehold estate, or any subleasehold estate, will merge without Lender express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landlord, Grantor, or a third party who purchases or otherwise acquires the estates. Grantor further agrees that if Grantor acquires all or a portion of the fee simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Deed of Trust, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Deed of Trust.

**Notices Relating to the Lease.** Grantor will promptly notify Lender in writing:

- (1) if Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (2) if any event occurs which would constitute a default under the Lease;
- (3) if any notice of default is given to Grantor by the landlord under the Lease;
- (4) if, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (5) if any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other information as Lender may reasonably request. Grantor agrees that promptly after the execution and delivery of this Deed of Trust, Grantor will notify the landlord under the Lease in writing of the execution and delivery of this Deed of Trust and of the name and address of Lender and will deliver a copy of this Deed of Trust to the landlord.

**Option to Cure Lease Default.** Upon Lender's receipt of any written notice of Grantor's default under the Lease, Lender may, at Lender's option, cure such default, even though Grantor, or any party on behalf of Grantor, questions or denies the existence of such default or the nature of the default. Grantor expressly grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments



**DEED OF TRUST  
(Continued)**

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against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a cash basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least fifteen (15) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.



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**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Community Property Election.** Grantor has not and will not enter into a community property agreement or community property trust without Lender's prior written consent.

**Transfers in Trust.** Grantor has not and will not transfer any of Grantor's assets into a trust without Lender's prior written consent.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

**Existing Lien.** The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.



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(Continued)**

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**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice all at Grantor's expense, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:



**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Grantor's existence as a going business or the death of any member, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor



of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Lease Default.** Grantor defaults under the terms of the Lease, or any other event (whether or not Grantor's fault) results in the termination or cancellation of Grantor's leasehold rights.

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith believes itself insecure.

**Existing Indebtedness.** The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

**Foreclosure.** With respect to all or any part of the Property, Trustee shall have the right to sell the Property pursuant to a non-judicial foreclosure sale and Trustee or Lender shall have the right to sell the Property upon judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an Event of Default and of the election to cause the Property to be sold and shall record such notice in each Recording District in which the Property or some part of the Property is located. Trustee shall mail copies of the notice of default, in the manner provided by the laws of Alaska, to Grantor and to such other persons as the laws of Alaska prescribe. Trustee shall give notice of sale and shall sell the Property according to the laws of Alaska. After the lapse of time required by law following the recordation of the notice of default, Trustee, without demand on Grantor, may sell the Property at the time and place and under the terms designated in the notice of sale, in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender's or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made in the Trustee's deed. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees, and cost of



title evidence; (b) to all sums secured by this Deed of Trust in such order as Lender, in Lender's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled to the excess proceeds.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved or pending, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate unless payment of interest at that rate would be contrary to applicable law, in which event such expenses shall bear interest at the highest rate permitted by applicable law from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.



**DEED OF TRUST  
(Continued)**

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**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee (pursuant to Lender's instructions) are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall, upon default, have the right to sell the Property by notice and non-judicial sale, and Trustee or Lender shall have the right to sell the Property by judicial action and foreclosure sale, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office for the Fairbanks Recording District, Fourth Judicial District, State of Alaska. The instrument shall be executed and acknowledged by Lender or Lender's successor in interest, and shall contain, in addition to all other matters required by state law, the date this Deed of Trust was executed, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, the name and address of the successor trustee, and either an acknowledgment signed and acknowledged by the Trustee named in this Deed of Trust of a receipt of a copy of the instrument or an affidavit of service of a copy of the instrument on the Trustee. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust



**DEED OF TRUST  
(Continued)**

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with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alaska without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Alaska.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the Alaska state courts in the Judicial District at or nearest Lender's address shown herein, or at Lender's option, to the jurisdiction of the courts wherever any Property is located.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Alaska as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Denali State Bank, and its successors and assigns.

**Borrower.** The word "Borrower" means NORTH POLE COFFEE DEVELOPMENT, LLC and



**DEED OF TRUST  
(Continued)**

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includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Default.** The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

**Grantor.** The word "Grantor" means THOMAS S BARTELS; JANET A BARTELS; and NORTH POLE COFFEE DEVELOPMENT, LLC.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lease.** The word "Lease" means the lease of the Property dated September 2, 2008, between Landlord, as defined in Related Documents, and Grantor, which was recorded as follows: Instrument #2008-017836-0.

**Lender.** The word "Lender" means Denali State Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated December 22, 2015, in the original principal amount of \$303,092.70 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is April 15, 2037. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all



**DEED OF TRUST  
(Continued)**

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issues and profits thereon and proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Yukon Title Co, whose address is 714 Gaffney Rd., Fairbanks, AK 99701 and any substitute or successor trustees.

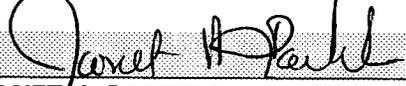
**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.**

**GRANTOR:**

X   
THOMAS S BARTELS, Individually

X   
JANET A BARTELS, Individually

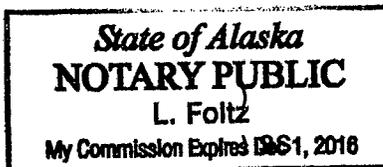
**NORTH POLE COFFEE DEVELOPMENT, LLC**

By:   
JANET A BARTELS, Member of NORTH POLE COFFEE DEVELOPMENT, LLC



INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alaska  
4th JUDICIAL DISTRICT )



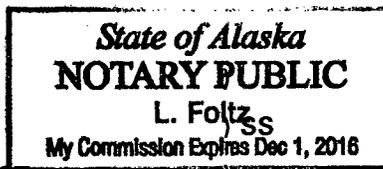
On this day before me, the undersigned Notary Public, personally appeared **THOMAS S BARTELS and JANET A BARTELS**, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of December, 20 15.

By [Signature] Residing at Fairbanks  
Notary Public in and for the State of Alaska My commission expires 12-1-16

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Alaska  
4th JUDICIAL DISTRICT )



On this 22nd day of December, 20 15, before me, the undersigned Notary Public, personally appeared **JANET A BARTELS, Member of NORTH POLE COFFEE DEVELOPMENT, LLC**, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature] Residing at Fairbanks  
Notary Public in and for the State of Alaska My commission expires 12-1-16



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**REQUEST FOR FULL RECONVEYANCE**

(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_

Beneficiary: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

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