DOCUMENT: [redacted]

Pages: 4

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REGINA ALCOMENDRAS
SANTA CLARA COUNTY RECORDER
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RDE # 012 [redacted]
11:26 AM

RECORDING REQUESTED BY:
EquityKey Real Estate Investments, L.P.
4747 Executive Drive, Suite 450
San Diego, CA 92121

WHEN RECORDED PLEASE MAIL TO:
EquityKey Real Estate Investments, L.P.
4747 Executive Drive, Suite 450
San Diego, CA 92121

APN: [redacted]

Space Above For Recorder's Use Only – NO TAX DUE

PERFORMANCE DEED OF TRUST

This Performance Deed of Trust ("Security Instrument") is made this 20th day of March 2012, by [redacted] ("Trustor"), to Centara Real Estate Services, Inc. ("Trustee"), for the benefit of EquityKey Real Estate Investments, L.P. ("Beneficiary").

1. OPTION AGREEMENT. This Security Instrument is executed and made in connection with that certain Property Appreciation Option Agreement ("Agreement") by and between Trustor and Beneficiary, dated the same date as this Security Instrument, pursuant to which Beneficiary invested in the Property (described below) and Trustor, among other things, granted to Beneficiary an option and certain other rights covering the Property. Capitalized terms used herein that are not otherwise defined shall have the meaning ascribed to such terms in the Agreement.

2. SECURITY INTEREST. This Security Instrument secures Trustor's performance of Trustor's obligations under the Agreement. Trustor specifically authorizes Beneficiary to file this Security Instrument in any and all appropriate recording offices.

3. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the performance of Trustor and the rights of Beneficiary pursuant to the Agreement, Trustor irrevocably grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, all of Trustor's right, title and interest now owned or later acquired in the property specifically described in Exhibit "A" attached hereto and incorporated herein, such property is located in Santa Clara County, with the following property address:

[redacted] [redacted], California [redacted]
[Street] [City] [Zip Code]

together with all rights, easements, appurtenances, royalties, rents, issues, profits, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real property described herein (all of which hereinafter referred to as the "Property").

4. WARRANTY OF TITLE. Trustor warrants that Trustor is the lawful owner of the Property free and clear of any other lien, claim, or encumbrance asserted by a third party (except those duly recorded and reflected in the title search result received by Beneficiary in connection with this Security Instrument) and will maintain and preserve the lien created by this Security Instrument. Further, Trustor warrants that Trustor has the right to irrevocably grant, convey, transfer and assign the Property to Trustee, in trust, for the benefit of Beneficiary.

Trustor has the right to irrevocably grant, convey, transfer and assign the Property to Trustee, in trust, for the benefit of Beneficiary.

5. ATTORNEYS' FEES; EXPENSES. Trustor agrees to pay all costs and expenses incurred by Beneficiary in enforcing or protecting Beneficiary's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released.

6. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this Section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretative letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics that render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste," or "hazardous substance" under any Environmental Law.

Trustor represents, warrants and agrees that:

A. Except as previously disclosed and acknowledged in writing to Beneficiary, no Hazardous Substance is or will be located, stored or released on or in the Property.
B. Except as previously disclosed and acknowledged in writing to Beneficiary, Trustor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
C. Trustor shall immediately notify Beneficiary of any release or threatened release of a Hazardous Substance on, under or about the Property or if there is a violation of any Environmental Law concerning the Property. In such event, Trustor shall take all necessary remedial action in accordance with any Environmental Law.
D. Trustor will immediately notify Beneficiary in writing of any pending or threatened investigation, claim, or proceeding concerning any purported violation of any Environmental Law.

7. JOINT AND INDIVIDUAL LIABILITY; SUCCESSORS AND ASSIGNS. All obligations and covenants under this Security Instrument are joint and individual. If Trustor signs this Security Instrument but does not sign the Agreement, Trustor acknowledges that Trustor has received a benefit from the Agreement and that Trustor is signing this Security Instrument and agreeing to the terms of this Security Instrument as security for the performance and rights granted hereunder and under the Agreement. The obligations, covenants, and benefits of this Security Instrument shall bind and benefit the successors, personal and legal representatives, beneficiaries, and assigns of Trustor and Beneficiary.

8. NOTICE. Unless otherwise required by law, any notice shall be given by delivering it or mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one Trustor will be deemed notice to all Trustors.

Trustor requests that copies of any notice of default hereunder be sent to Trustor at the address listed on page 1 of this Security Instrument.

9. SEVERABILITY; INTERPRETATION. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified, unless done so in writing signed by Beneficiary and Trustor. Any section in this Security Instrument, the Agreement, or any other attachments or other documents related to this Security Instrument that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever

used, the singular shall include the plural and the plural the singular. The captions and headings of the sections are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

10. SUCCESSOR TRUSTEE. Beneficiary, at Beneficiary's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.

11. SPOUSE'S SEPARATE PROPERTY. Any Trustor who is a married person expressly agrees that recourse under this Security Instrument or the Agreement may be had against his or her separate property.

12. APPLICABLE LAW. This Security Instrument shall be governed by the laws of the state of California.

SIGNATURES: By signing below, Trustor agrees to the terms and covenants contained in this Security Instrument. Trustor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

TRUSTOR:

X [redacted] [redacted]
Name: [redacted] (Date)

X _____ _____
Name: (Date)

STATE OF CALIFORNIA)
) SS
COUNTY OF Santa Clara)

On March 20 20 12, before me [redacted] the undersigned Notary Public, personally appeared [redacted], who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~) and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

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

WITNESS my hand and official seal.

COMM. [redacted]
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
COMM. EXPIRES JULY 1, 2012

(Notary Seal)

[redacted]
Signature of Notary Public