THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (the "Deed of Trust"), is made as of January 19, 2006, by **JOHN WAYNE FAZZARI, L.L.C.**, an Arizona limited liability company, having its principal place of business at 2415 E. Camelback Road, Suite 900, Phoenix, Arizona 85016 ("Trustor"), to **FIRST AMERICAN TITLE INSURANCE COMPANY,** the trustee hereunder, having an address at Post Office Box 2922, Phoenix, Arizona 85062 ("Trustee"), and to and for the benefit of **GOLDMAN SACHS COMMERCIAL MORTGAGE CAPITAL, L.P.**, a Delaware limited partnership, having its principal place of business at 600 East Las Colinas Boulevard, Suite 450, Irving, Texas 75039 ("Beneficiary"). As used in this Deed of Trust, the term "Guarantor" means **JAMES V. FAZZARI**, an individual. As used in this Deed of Trust, the term "Maturity Date" means the date the entire outstanding principal balance of the Note (defined below), together with all accrued but unpaid interest thereon, shall be due and payable, which date is February 6, 2016, subject to Beneficiary's right to accelerate the maturity of the Note.

W I T N E S S E T H:

To secure (i) the payment of an indebtedness in the original principal sum of Three Million and No/100 Dollars ($3,000,000.00), lawful money of the United States of America, to be paid with interest according to a certain deed of trust note of even date herewith made by Trustor to Beneficiary (the deed of trust note together with all extensions, renewals, modifications, substitutions, consolidations and amendments thereof being hereinafter collectively called the "Note") and all other sums due hereunder, under the other Loan Documents (hereinafter defined) and under the Note, including, without limitation, interest, default interest, late charges, prepayment premiums and any sums advanced by Beneficiary to protect or preserve the hereinafter defined Trust Property (said indebtedness and interest due under the Note and all other sums due hereunder, under the Note and the other Loan Documents being hereinafter collectively referred to as the "Debt"), and (ii) the full and prompt performance of each and every other obligation of Trustor contained herein or in the Loan Documents (collectively the "Obligations"), Trustor has deeded, given, granted, bargained, sold, alienated, enfeoffed, conveyed, confirmed, warranted, pledged, assigned, and hypothecated and by these presents does hereby irrevocably, unconditionally and absolutely deed, give, grant, bargain, sell, alienate, enfeoff, convey, confirm, warrant, pledge, assign and hypothecate unto Trustee (in trust, with power of sale), the real property described in Exhibit A attached hereto (the "Premises") and the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located or erected thereon (the "Improvements");

TOGETHER WITH: all right, title, interest and estate of Trustor now owned, or hereafter acquired, in and to the following property, rights, interests and estates (the Premises, the Improvements, and the property, rights, interests and estates hereinafter described are collectively referred to herein as the "Trust Property"):

(a) all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and

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