

without setoff or deduction, or (ii) prior to the time, if ever, that Trustor satisfies the conditions of clause (i) immediately preceding, Beneficiary shall disburse to Trustor on the first day of each calendar month commencing the first full calendar month after Beneficiary's receipt from Trustor of the Cancellation Payments an amount equal to the monthly base rental payment that was last payable under the Cancelled Lease, which disbursement shall continue each month until the earlier of either the disbursement of all funds in the Cancelled Lease Escrow Fund or the occurrence of an Event of Default. The Cancelled Lease Escrow Fund shall be held in an interest bearing account in Beneficiary's name at a financial institution selected by Beneficiary in its sole discretion. All earnings or interest on the Cancelled Lease Escrow Fund shall be and become a part of such Cancelled Lease Escrow Fund and shall be disbursed as provided in this Paragraph 6(b). All costs and expenses charged by the financial institution to establish and maintain the Cancelled Lease Escrow Fund account shall be paid by Trustor; Beneficiary may charge such costs and expenses directly against the Cancelled Lease Escrow Fund; and Trustor shall thereafter pay to Beneficiary on demand for deposit into the Cancelled Lease Escrow Fund the full amount of any such costs and expenses that remain unpaid. If an Event of Default exists, Beneficiary may apply any sums then present in the Cancelled Lease Escrow Fund to the payment of the Debt in any order in its sole discretion. The Cancelled Lease Escrow Fund shall not constitute a trust fund and may be commingled with other monies held by Beneficiary. Following payment of the Debt in full or a defeasance and the delivery and recording of a satisfaction, release, reconveyance or discharge of this Deed of Trust duly executed by Beneficiary, any funds remaining on deposit in the Cancelled Lease Escrow Fund will be disbursed to Trustor.

(c) As of the date hereof, Trustor has paid to Beneficiary the sum of \$171,553.00, which payment shall be held by Beneficiary and deposited into the account described below (the "Leasing Escrow Fund"). The funds in the Leasing Escrow Fund are allocated as follows: (i) \$116,250.00 (of which the amount of \$90,000.00 is referred to below as the "Rent Reserve") in connection with the Shopping Center Lease dated April 20, 2005, with Larissa Mexican Foods, LLC, an Arizona limited liability company as tenant (the "Larissa Lease"), (ii) \$6,700.00 in connection with the Shopping Center Lease dated November 8, 2004, with Jamie & Kristin Landreman/Leroy and Michelle Wood (d/b/a Maricopa Pool & Landscaping) as tenant, (iii) \$7,083.00 in connection with the Shopping Center Lease dated February 18, 2005, with Rosati's of Maricopa, an Arizona corporation as tenant, and (iv) \$41,920.00 in connection with Maricopa Wells Veterinary Hospital, PLLC (each of the foregoing Leases is referred to as an "Escrowed Lease"). Trustor hereby pledges to Beneficiary any and all monies now or hereafter deposited in the Leasing Escrow Fund as additional security for the payment of the Debt.

Provided that no Event of Default exists, Beneficiary shall make a disbursement to Trustor from the Leasing Escrow Fund in the amount of the Rent Reserve as promptly as is practicable following Beneficiary's receipt of (x) written evidence establishing to Beneficiary's reasonable satisfaction that for three (3) consecutive calendar months after the date the tenant under the Larissa Lease has occupied the space covered by such Lease