

RECORDING REQUESTED BY:

Chicago Title Company
Escrow No.: 10-38608097-LB
Locate No.: CACTI7707-7707-2386-0038608097
Title No.: 10-38608097-SC

When Recorded Mail Document To:

E Greg Kent and
The Bloch Family Limited Partnership
2255 Contra Costa Boulevard
Suite 305
Pleasant Hill, CA 94523



CONTRA COSTA Co Recorder Office
STEPHEN L. WEIR, Clerk-Recorder
DOC- 2010-0174795-00

Acct 2-Chicago Title
Wednesday, AUG 25, 2010 08:00:00
MOD \$7.00:REC \$27.00:FTC \$5.00
DAF \$2.70:REF \$0.30:RED \$2.00
ERD \$2.00:
Ttl Pd \$46.00 Nbr-0000566884

APN: 223-020-005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LONG FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made August 19 2010, between
7000 CMP, LLC, a California Limited Liability Company

, herein called **TRUSTOR**, whose address is

7950 Dublin Boulevard, Suite 111, Dublin CA 94568
Costa Ventures, Inc. a California corporation, herein called **TRUSTEE**, and
The Bloch Family Limited Partnership and E. Greg Kent, a married man

, herein called **BENEFICIARY**,

WITNESSETH: That Trustor **IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS** to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in **Contra Costa** County, California, described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$2,500,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS: A

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefore; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

(6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

(7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(8) That at any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five years after issuance of such full reconveyance, Trustee may destroy said Note and this Deed (unless directed in such request to retain them).

(10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such, rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

INITIALS:  _____

APN: 223-020-005

(11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash of lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the proceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and pages where this Deed is recorded and the name and address of the new Trustee.

(13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the Note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

7000 CMP, LLC,
a California limited liability company

By: 
Sid Corrie, Jr. Managing Member

INITIALS: 



APN: 223-020-005

State of California }
County of Contra Costa }

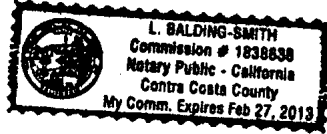
On August 17 2010 before me,
L. Balding-Smith, Notary Public (here insert name and title of the officer),
personally appeared SID CORRIE JR.

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.

Signature *[Handwritten Signature]* (Seal)



INITIALS: *[Handwritten Initials]*

FD-56
(deedoft)

APN: 223-020-005

REQUEST FOR FULL RECONVEYANCE

TO: Costa Ventures, Inc. a California corporation, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

By: _____

By: _____

Please mail Reconveyance to:

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.

Both original documents must be delivered to the Trustee for cancellation before reconveyance will be made.

State of California)
County of _____)


On _____ before me,
_____, Notary Public (here insert name and title of the officer),
personally appeared _____

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.

Signature _____ (Seal)

INITIALS:  _____

Escrow No.: 10-38608097-LB
Locate No.: CACT17707-7707-2386-0038608097
Title No.: 10-38608097-SC

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

Portion of Lots 2, 3 and 4, as shown on the Map of Property of the Estate of Elizabeth A. Dougherty, deceased, filed March 4, 1891, in Map Book C, at Page 63, Contra Costa County Records, described as follows:

Commencing at the corner of Lots 2, 3 and 22, as the said lots are shown on the Map of the Property of the Estate of Elizabeth A. Dougherty, deceased, hereinabove referred to, said point of commencement being the most western corner of Lot 2, and running thence along the southern boundary line of said Lot 2, south 88° 15' east 1038.20 feet to a point from which a white oak tree 3-1/2 feet in diameter bears south 55° 15' east 87.12 feet distant; thence continuing along said boundary line of Lot 2 north 51° 15' east 250.80 feet, south 89° 45' east 396 feet, south 76° east 198 feet; thence leaving the said southern boundary line of Lot 2, south 72° 30' east 257.40 feet; thence south 62° 30' east 442.20 feet; thence south 70° east 337.92 feet; thence south 30° 45' east 374.88 feet; thence south 58° 30' east 376.20 feet; thence south 70° 30' east 798.60 feet to a point in the center of county road known as the Tassajara Road, and as the said road is shown upon the aforesaid map; thence along the center line of said road south 22° 30' west 1801.14 feet, south 9° west 806.52 feet; thence leaving Tassajara Road, north 51° 45' west 3937.90 feet; thence north 1° 30' east 438.24 feet; thence north 50° 35' west 330 feet to the corner common to Lots 3, 4, 21 and 22, as said lots are shown upon the aforesaid map; thence along the western boundary line of said Lot 3, north 19° east 976.80 feet, and north 53° east 231 feet to the point of beginning.

Excepting therefrom, that portion thereof described as follows:

Beginning at a point on the northern line of said Lot 4, distant thereon south 50° 45' east 330 feet from the most northern corner thereof; running thence along the southwestern and southern lines of the land described in the deed to Manuel S. Mattos, recorded November 3, 1923, in Book 453 of Deeds, at Page 56, Contra Costa County Records, south 1° 30' west 438.24 feet and south 61° 45' east 3311 feet, more or less, to the western line of the land designated as Parcel "B" on the Record of Survey filed May 17, 1966, in Book 42 of Licensed Survey Maps, at Page 36, Contra Costa County Records; thence along the last named line north 62° 05' east 530 feet, north 27° 24' 40" east 224.71 feet, and north 70° 24' east 115 feet to the centerline of Tassajara Road; thence along the last named line north 9° 24' 22" east 13.84 feet to said northern line of Lot 4; and thence along the last named line westerly 3800 feet, more or less, to the point of beginning.

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END OF DOCUMENT

