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WHEN RECORDED MAIL TO:

NVestor Funding Inc., a Delaware
corporation
40 West Baseline Road, Unit 206,
Tempe, Arizona 85283

SPACE ABOVE FOR RECORDER'S USE ONLY

**COMMERCIAL MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING, AND
ASSIGNMENT OF LEASES AND RENTS**

THIS COMMERCIAL MORTGAGE, SECURITY AGREEMENT, FIXTURE FILING and ASSIGNMENT OF LEASES AND RENTS (this "**Mortgage**") is made and entered into effective February 18, 2022 (the "**Effective Date**") by and between Arijit De, a married man as his sole and separate property having a principal place of business at 410 Auburn Way #7, San Jose, California 95129 ("**Borrower**"), in consideration of the Loan made by Lender hereinafter mentioned does hereby GRANT, BARGAIN, SELL, TRANSFER, ASSIGN, and CONVEY and WARRANT unto NVestor Funding Inc., a Delaware corporation ("**Beneficiary**" or "**Lender**", as the case may be) at its principal place of business at 40 West Baseline Road, Unit 206, Tempe, Arizona 85283, the following described property for the Lender's benefit.

(A) All right, title and interest in and to that certain real property as more particularly described in Exhibits A and Exhibit B attached hereto and incorporated herein by this reference (collectively, with all of the Improvements, property, rights, Rents, and Leases described in Paragraphs B, C, D, E, and F below, the "**Property**");

(B) TOGETHER WITH: (i) all buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Property; and (ii) all building materials, supplies and other personal property stored at or delivered to the Property or any other location for incorporation into the improvements located or to be located on the Property, and all fixtures, machinery, appliances, equipment, furniture and personal property of every nature whatsoever now or hereafter owned by the Borrower and located in or on, or attached to, and used or intended to be used in connection with, or with the operation of, or the occupancy of, the Property, buildings, structures or other improvements, or in connection with any construction being conducted or which may be conducted thereon, and owned by the Borrower, and all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing, and all of the right, title and interest of the Borrower in and to such personal property

which, to the fullest extent permitted by law, shall be conclusively deemed fixtures and a part of the real property encumbered hereby (the **"Improvements"**);

(C) TOGETHER WITH: (i) all estate, right, title and interest of the Borrower, of whatever character, whether now owned or hereafter acquired, in and to (a) all streets, roads and public places, open or proposed, in front of or adjoining the Property, and the land lying in the bed of such streets, roads and public places, and (b) all other sidewalks, alleys, ways, passages, strips and gores of land adjoining or used or intended to be used in connection with any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof; and (ii) all water courses, water rights, easements, rights-of-way and rights of use or passage, public or private, and all estates, interest, benefits, powers, rights (including, without limitation, any and all lateral support, drainage, slope, sewer, water, air, mineral, oil, gas and subsurface rights), privileges, licenses, profits, rents, royalties, tenements, hereditaments, reversions and subreversions, remainders and subremainders and appurtenances whatsoever in any way belonging, relating or appertaining to any of the property described in **paragraphs (A) and (B)** hereof, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Borrower; and

(D) TOGETHER WITH: (i) all estate, right, title and interest of the Borrower of, in and to all judgments, insurance proceeds, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Property described in paragraphs (A), (B) and (C) hereof or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Property described in paragraphs (A), (B) or (C) hereof or any part thereof, or to any rights appurtenant thereto, and all proceeds of any sales or other dispositions of the Property described in paragraphs (A), (B) or (C) hereof, or any part thereof; and the Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor, and (if it so elects) to apply the same, after deducting therefrom any expenses incurred by the Lender in the collection and handling thereof, toward the payment of the indebtedness and other sums secured hereby, notwithstanding the fact that the amount owing thereon may not then be due and payable; and (ii) all contract rights, general intangibles, governmental permits, licenses and approvals, actions and rights in action, including without limitation all rights to insurance proceeds and unearned premiums, arising from or relating to the Property described in paragraphs (A), (B) and (C) above; and (c) all proceeds, products, replacements additions, substitutions, renewals and accessions of and to the Property described in paragraphs (A), (B) and (C).

(E) TOGETHER WITH: all rents, revenues, issues, profits, proceeds, income, royalties, accounts, escrows, letter-of-credit rights, security deposits, impounds, reserves, tax refunds and other rights to monies from the Properties and/or the businesses and operations conducted by Borrower thereon (collectively, the **"Rents"**), to be applied against the Indebtedness (defined below), all of which Borrower hereby absolutely and unconditionally assigns to Lender; provided, however, that Borrower, for so long as no Event of Default has occurred hereunder, may collect rent as it becomes due, but not more than one (1) month in advance.

(F) TOGETHER WITH all interest of Borrower in all leases now or hereafter of all or any portion of the Property, whether written or oral (the **"Leases"**), together with all security

therefor and all monies payable thereunder, all of which Borrower hereby absolutely and unconditionally assigns to Lender; subject, however, to the conditional permission hereinabove given to Borrower to collect the rents under any such Lease;

TO HAVE AND TO HOLD the Property, unto Lender and Lender's successors, substitutes, or assigns, for the uses and purposes herein set forth, forever, together with all rights, privileges, hereditaments, and appurtenances in anywise appertaining or belonging thereto, and made a part hereof, and Borrower, for Borrower's successors, hereby agrees to warrant and forever defend, all and singular, the Property unto Lender and Lender's successors or substitutes in this trust against the claim or claims of all persons claiming or to claim the same or any part thereof.

THE CONDITION OF THIS MORTGAGE IS SUCH THAT:

WHEREAS, the Borrower is indebted to the Lender by virtue of a commercial loan transaction (the "**Loan**") in the sum of Five Hundred Forty-Three Thousand Seven Hundred Fifty Dollars and No Cents (\$543,750) as evidenced by, among other documents: (i) that certain Commercial Promissory Note in the original principal amount of Five Hundred Forty-Three Thousand Seven Hundred Fifty Dollars and No Cents (\$543,750) (as same may be amended, restated, or modified from time to time, the "**Note**") of even date herewith executed by the Borrower and delivered to the Lender, with all amounts remaining unpaid thereon being finally due and payable on the Maturity Date (as defined in the Note) and (ii) that certain Loan Agreement (as same may be amended, restated, or modified from time to time, "**Loan Agreement**") of even date herewith;

WHEREAS, the terms and repayment of such obligations of the Borrower are set forth in the Note;

WHEREAS, to secure payment and performance of the indebtedness and obligations represented by the Note, the Borrower is hereby executing this Mortgage in favor of the Lender;

WHEREAS, Borrower represents and warrants that it has full power and authority to execute and deliver the Note, this Mortgage, and all other documents, agreements and instruments required of it by Lender in connection with the making of the Loan (the Note, this Mortgage, and all such other documents, agreements and instruments executed and delivered by Borrower in connection with the Loan being sometimes collectively referred to herein as the "**Loan Documents**").

NOW, THEREFORE, Borrower hereby covenants and agrees with Lender as follows:

ARTICLE ONE: COVENANTS OF THE MORTGAGE BORROWER

1.01 Performance of Loan Documents. The Borrower shall cause to be performed, observed and complied with all provisions hereof, of the Note, and each of the Loan Documents, and will promptly pay to the Lender the principal, with interest thereon, and all other sums required to be paid by the Borrower under the Note and pursuant to the provisions of this Mortgage and of the Loan Documents when payment shall become due (the entire principal amount of the Note, all accrued interest thereon and all obligations and indebtedness thereunder and hereunder and under all of the Loan Documents described being referred to herein as the "**Indebtedness**").

1.02 General Representations, Covenants and Warranties. The Borrower represents and covenants that: (a) Borrower is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency case or proceeding is pending or contemplated by or against the Borrower; (b) all reports, statements and other data furnished by the Borrower to the Lender in connection with the Loan are true, correct and complete in all material respects and do not omit to state any fact or circumstance necessary to make the statements contained therein not misleading; (c) this Mortgage, the Note and all other Loan Documents are legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms and the execution and delivery thereof do not contravene any contract or agreement to which the Borrower is a party or by which the Borrower may be bound and do not contravene any law, order, decree, rule or regulation to which the Borrower is subject; (d) there are no actions, suits or proceedings pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower or any part of the Property; (e) all costs arising from construction of any improvements and the purchase of all equipment located on the Property which have been incurred prior to the date of this Mortgage have been paid; (f) the Property has frontage on, and direct access for, ingress and egress to the street(s) described in any survey submitted to the Lender; (g) electric, sewer, water facilities and any other necessary utilities are, or will be, available in sufficient capacity to service the Property satisfactorily during the term of the Note, and any easements necessary to the furnishing of such utility service by the Borrower have been or will be obtained and duly recorded (evidence satisfactory to the Lender that all utility services required for the use, occupancy and operations of the Property shall be provided to the Lender immediately upon the Lender's request); (h) there has not been, is not presently and will not in the future be any activity conducted by the Borrower or any tenant at or upon any part of the Property that has given or will give rise to the imposition of a lien on any part of the Property; (i) the Borrower is not in default under the terms of any instrument evidencing or securing any indebtedness of the Borrower, and there has occurred no event which would, if uncured or uncorrected, constitute a default under any such instrument with the giving of notice, or the passage of time or both; and (j) the Lender has legal capacity to enter into the Loan and to execute and deliver the Loan Documents, and the Loan Documents have been duly and properly executed on behalf of the Lender.

1.03 Compliance with Laws; Permits; Notice. The Borrower covenants and warrants that the Property presently complies with and shall continue to comply with all applicable restrictive covenants, applicable zoning, wetlands and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other applicable laws, statutes, rules, ordinances, codes, and regulations, and the Borrower has not received any notice that the Property is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations. If the Borrower receives notice from any federal, state or other governmental body that it is not in compliance with any such laws, statutes, rules, ordinances, codes and regulations, the Borrower shall provide the Lender with a copy of such notice promptly. The Borrower agrees to comply with all federal, state and municipal local laws, statutes, rules, ordinances, codes and regulations in connection with the construction and development of the Property. The Borrower has obtained all licenses, permits, authorizations, consents and approvals necessary for the construction and development of the Property, and all such licenses, permits, authorizations, consents and approvals are in full force and effect and all appeal periods have expired. Unless

required by applicable law or unless the Lender has otherwise agreed in writing, the Borrower shall not allow changes in the nature of the occupancy for which the Property were intended at the time this Mortgage was executed. The Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without the Lender's prior written consent. The Borrower warrants and represents that its use, and the use by any of its tenants, of the Property is in accordance and compliance with the terms and conditions of any and all rules, regulations, and laws that may be applicable to the Property, including, without limitation, all federal, state and local laws, ordinances, rules and regulations regarding hazardous and toxic materials and that the Borrower shall maintain and continue such compliance and shall require and ensure its tenants' compliance with the same. The Borrower shall maintain or shall cause their agent to maintain in its possession, available for the inspection of the Lender, and shall deliver to the Lender, upon three (3) business days' request, evidence of compliance with all such requirements. The Borrower hereby indemnifies and holds the Lender free of and harmless from and against any and all claims, demands, damages or liabilities that the Lender may incur with regard thereto.

1.04 Taxes and Other Charges.

1.04.1 Impositions. Subject to the provisions of this Section 1.04, the Borrower shall pay, at least five (5) days before the date due, all real estate taxes, personal property taxes, assessments, water and sewer rates and charges, license fees, all charges which may be imposed for the use of vaults, chutes, areas and other space beyond the lot line and abutting the public sidewalks in front of or adjoining the Land, and all other governmental levies and charges (collectively, the "Impositions"), of every kind and nature whatsoever, general and special, ordinary and extraordinary, foreseen and unforeseen, which shall be assessed, levied, confirmed, imposed or become a lien upon or against the Property or any part thereof, or which shall become payable with respect thereto. The Borrower shall deliver to the Lender, within twenty (20) days after the due date of each payment in connection with the Impositions or any assessment for local improvements ("Assessment"), the original or a true Photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to the Lender.

1.04.2 Insurance.

(a) The Borrower shall keep all buildings erected on or to be erected on the Property insured against loss by fire and such other hazards as the Lender may require and the Borrower shall obtain and maintain insurance with respect to other insurable risks and coverage relating to the Property including, without limitation, fire, builder's risk, worker's compensation, physical damages, loss of rentals or business interruption, earthquake (if applicable), and liability insurance, all such insurance to be in such sums and upon such terms and conditions as the Lender reasonably may require, with loss proceeds by the terms of such policies made payable to the Lender as its interest may appear. The Borrower covenants that all insurance premiums shall be paid not later than fifteen (15) days prior to the date on which such policy could be cancelled for non-payment. If, to the Borrower's knowledge, any portion of the Property is in an area identified by any federal governmental authority as having special flood hazards, and flood insurance is available, a flood insurance policy meeting the current guidelines of the Federal Insurance Administration is in effect with a generally acceptable insurance carrier, in an amount representing coverage not less than the

least of (1) the outstanding principal balance of the Loan, (2) the full insurable value of the Property, and (3) the maximum amount of insurance available under the Flood Disaster Protection Act of 1973, as amended. All such insurance policies (collectively, the "**hazard insurance policy**") shall contain a standard lender clause naming the Lender and its successors and assigns as beneficiary under the policy, and may not be reduced, terminated, or canceled without thirty (30) days' prior written notice to the Lender.

(b) Such insurance companies shall be duly qualified as such under the laws of the states in which the Property is located, duly authorized and licensed in such states to transact the applicable insurance business and to write the insurance provided, and companies whose claims paying ability is rated in the two highest rating categories by A.M. Best with respect to hazard and flood insurance. Such insurance shall be in amounts not less than the greater of: (i) the outstanding principal balance of the Loan, or (ii) the amount necessary to avoid the operation of any co-insurance provisions with respect to the Property.

(c) All such policies must provide for a minimum of thirty (30) days prior written cancellation notice to the Lender. The Lender, upon its request to the Borrower, will have custody of all such policies and all other policies which may be procured insuring said Property, the same to be delivered, to the Lender at its office and all renewal policies to be delivered and premiums paid to the Lender at its office at least twenty (20) days before the expiration of the old policies, and the Borrower agrees that upon failure to maintain the insurance as above stipulated or to deliver said renewal policies as aforesaid, or to pay the premiums therefor, the Lender may, without obligation to do so, procure such insurance and pay the premiums therefor and all sums so expended shall immediately be paid by the Borrower and unless so paid, shall be deemed part of the debt secured hereby and shall bear interest at the rate set forth in the Note, and thereupon the entire principal sum unpaid, including such sums as have been paid for premiums of insurance as aforesaid, and any and all other sums which shall be payable hereunder shall become due and payable forthwith at the option of the Lender, anything herein contained to the contrary notwithstanding. In case of loss and payment by any insurance company, the amount of insurance money received shall be applied either to the Indebtedness secured hereby, or in rebuilding and restoring the damaged property, as the Lender may elect.

(d) The Borrower has not engaged in and shall not engage in any act or omission which would impair the coverage of any such policy, the benefits of the endorsement provided for herein, or the validity and binding effect of either including, without limitation, no unlawful fee, commission, kickback, or other unlawful compensation or value of any kind has been or will be received, retained, or realized by any attorney, firm, or other person, and no such unlawful items have been received, retained, or realized by the Borrower.

(e) No action, inaction, or event has occurred and no state of facts exists or has existed that has resulted or will result in the exclusion from, denial of, or defense to coverage under any applicable special hazard insurance policy or bankruptcy bond, irrespective of the cause of such failure of coverage.

1.04.3 Deposits for Impositions and Insurance. Notwithstanding anything to the contrary contained in any of the Loan Documents, upon demand by the Lender, after failure by

the Borrower to pay any of the amounts specified in Subsections 1.04.1 or 1.04.2, the Borrower shall deposit with the Lender on the first day of each month an amount equal to one twelfth (1/12th) of the sum of: (i) the aggregate annual payments for the Impositions; (ii) the annual insurance premiums on the policies of insurance required to be obtained and kept in force by the Borrower under this Mortgage, and (iii) all other periodic charges (other than interest and principal under the Note) arising out of the ownership of the Property or any portion thereof which are or with notice or the passage of time or both will become a lien against the Property or any part thereof ((i), (ii), and (iii), collectively, the "Annual Payments"). Such sums will not bear interest and are subject to adjustment or additional payments in order to assure the Lender that it will have the full amount of any payment on hand at least one (1) month prior to its due date. The Lender shall hold said sums in escrow to pay said Annual Payments in the manner and to the extent permitted by law when the same become due and payable. Notwithstanding anything herein to the contrary, however, such deposits shall not be, nor be deemed to be, trust funds but may be commingled with the general funds of the Lender. If the total payments made by the Borrower to the Lender, on account of said Annual Payments up to the time when the same become due and payable, shall exceed the amount of payment for said Annual Payments actually made by the Lender, such excess shall be credited by the Lender against the next payment or payments due from the Borrower to the Lender on account of said Annual Payments. If, however, said payments made by the Borrower shall not be sufficient to pay said Annual Payments when the same become due and payable, the Borrower agrees to promptly pay to the Lender the amount necessary to make up any deficiency. In case of default in the performance of any of the agreements or provisions contained in the Note, the Lender may, at its option, at any time after such default, apply the balance remaining of the sums accumulated, as a credit against the principal or interest of the Mortgage Indebtedness, or both.

1.04.4 Late Charge. The Lender may collect a "late charge" of ten percent (10%) on any payment or installment due or required to be paid pursuant to the terms of this Mortgage or the Note which is not paid within five (5) days of when the same is required to be paid to cover the extra expenses involved in handling such delinquent payment.

1.04.5 Proof of Payment. Upon request of the Lender, the Borrower shall deliver to the Lender, within twenty (20) days after the due date of any payment required in this Section 1.04, proof of payment satisfactory to the Lender.

1.04.6 Condemnation. The Lender shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of, any damage or taking through condemnation, eminent domain or the like, and the Lender is hereby authorized, at its option, to commence, appear in and prosecute in its own or the Borrower's name any action or proceeding relating to any such condemnation, taking or the like and to settle or compromise any claim in connection therewith.

1.05 Care of Property; Demolition and Alteration. The Borrower shall maintain the Property in good condition and repair, shall not commit or suffer any waste of the Property, and shall comply with or cause to be complied with, all statutes, laws, rules, ordinances and requirements of any governmental authority relating to the Property; and the Borrower shall promptly repair, restore, replace or rebuild any part of the Property now or hereafter subject to the lien of this Mortgage

which may be damaged or destroyed by any casualty whatsoever or which may be affected by any proceeding of the character referred to in Section 1.05. The Borrower shall complete and pay for, within a reasonable time, any structure in the process of construction on the Property at any time during the term of the Loan; and the Borrower shall not initiate, join in, or consent to any change in any private restrictive covenants, or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof, without the written consent of the Lender. The Borrower agrees that no building or other property now or hereafter covered by the lien of this Mortgage shall be removed, demolished, or materially altered, without the prior written consent of the Lender, except that the Borrower shall have the right, without such consent, to remove and dispose of, free from the lien of this Mortgage, such equipment as from time to time may become worn out or obsolete, provided that simultaneously with or prior to such removal any such equipment shall be replaced with other equipment of value at least equal to that of the replaced equipment and free from any title retention or security agreement or other encumbrance, and by such removal and replacement the Borrower shall be deemed to have subjected such equipment to the lien of this Mortgage.

1.06 Transfer and Encumbrance of Property.

(a) The Borrower shall not sell, convey, transfer, suffer any type of change in title or ownership, lease, assign or further encumber any interest in any part of the Property, without the prior written consent of the Lender. Any such sale, conveyance, transfer, pledge, lease, assignment or encumbrance made without the Lender's prior written consent shall be null and void and shall constitute a default hereunder. The Borrower shall not, without the prior written consent of the Lender, permit any further assignment of the rents, royalties, issues, revenues, income, profits or other benefits from the Property, or any part thereof, and any such assignment without the prior written consent of the Lender shall be null and void and shall constitute a default hereunder. The Borrower agrees that in the event the ownership of the Property or any part thereof is permitted by the Lender to be vested in a person other than the Borrower, the Lender may, without notice to the Borrower, deal in any way with such successor or successors in interest with reference to this Mortgage and the Note and other sums hereby secured without in any way vitiating or discharging the Borrower's liability hereunder or upon the Note and other sums hereby secured. No sale of the Property and no forbearance to any person with respect to this Mortgage and no extension to any person of the time for payment of the Note and other sums hereby secured given by the Lender shall operate to release, discharge, modify, change or affect the original liability of the Borrower either in whole or in part.

(b) If the Borrower shall sell, convey, assign or transfer all or any part of the Property or any interest therein or any beneficial interest in the Borrower without the Lender's prior written consent, the Lender may, at the Lender's option, without demand, presentment, protest, notice of protest, notice of intent to accelerate, notice of acceleration or other notice, or any other action, all of which are hereby waived by the Borrower and all other parties obligated in any manner on the Indebtedness, declare the Indebtedness to be immediately due and payable, which option may be exercised at any time following such sale, conveyance, assignment, lease or transfer, and upon such declaration the entire unpaid balance of the Indebtedness shall be immediately due and payable.

(c) The Borrower shall keep the Property free from mechanics' liens, materialmen's liens and encumbrances. If any prohibited lien or encumbrance is filed against the Property, the Borrower shall cause the same to be removed and discharged of record within thirty (30) days after the date of filing thereof.

(d) The Borrower shall obtain, upon request by the Lender, from all persons hereafter having or acquiring any interest in or encumbrance on the Property or the said equipment or accessions, a writing duly acknowledged, and stating the nature and extent of such interest or encumbrance and that the same is subordinate to this Mortgage and no offsets or defenses exist in favor thereof against this Mortgage or the Note hereby secured, and deliver such writing to the Lender.

1.07 Further Assurances. At any time and from time to time upon the Lender's request, the Borrower shall make, execute and deliver, or cause to be made, executed and delivered, to the Lender and, where appropriate, shall cause to be recorded or filed, and from time to time thereafter to be re-recorded and refiled, at such time and in such offices and places as shall be deemed desirable by the Lender, any and all such further Mortgage, instruments of further assurance, certificates and such other documents as the Lender may consider necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, the obligations of the Borrower under the Note and this Mortgage, the lien of this Mortgage as a first lien upon all of the Property, and unto all and every person or persons deriving any estate, right, title or interest under this Mortgage. Upon any failure by the Borrower to do so, the Lender may make, execute, record, file, re-record or refile any and all such Mortgages, instruments, certificates and documents for and in the name of the Borrower, and the Borrower hereby irrevocably appoints the Lender as Borrower's agent and attorney-in-fact to do so.

1.08 Uniform Commercial Code Security Agreement and Fixture Filing. This Mortgage is intended to be a security agreement and fixture filing which is to be filed for record in the real estate records pursuant to the Uniform Commercial Code in effect from time to time in the State of Alabama for any of the goods specified above in this Mortgage as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code and the Borrower hereby agrees to execute and deliver any additional financing statements covering said goods from time to time and in such form as the Lender may require to perfect a security interest with respect to said goods. The Borrower shall pay all costs of filing such financing statements and renewals and releases thereof and shall pay all reasonable costs and expenses of any record searches for financing statements which the Lender may reasonably require. Without the prior written consent of the Lender, the Borrower shall not create or suffer to be created, pursuant to the Uniform Commercial Code, any other security interest in said goods, including replacements and additions thereto. Upon the Borrower's breach of any covenant or agreement of the Borrower contained in this Mortgage, including the covenants to pay when due all sums secured by this Mortgage, the Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at the Lender's option, may also invoke the remedies permitted by applicable law as to such goods.

AS IT IS RELATED HERETO:

DEBTOR IS:

Arijit De
410 Auburn Way #7
San Jose, California 95129

SECURED PARTY IS:

NVestor Funding Inc., a Delaware corporation
40 West Baseline Road, Unit 206
Tempe, Arizona 85283

The Borrower represents, covenants, and warrants that as of the date hereof as follows: the Borrower's full, correct, and exact legal name is set forth immediately above in this Section 1.08. The Borrower is an organization of the type and is incorporated in, organized, or formed under the laws of the state specified in the introductory paragraph to this Mortgage. In the event of any change in name or identity of the Borrower, the Borrower hereby authorizes the Lender to file such Uniform Commercial Code forms as are necessary to maintain the priority of the Lender's lien upon the Property which may be deemed personal property or fixtures, including future replacement thereof, which serves as collateral under this Mortgage.

1.09 Lease Covenants. Each and every covenant on the part of the Borrower contained in any assignment of lessor's interest in leases or any assignment of rents, royalties, issues, revenues, profits, income or other benefits made collateral hereto is made an obligation of the Borrower hereunder as if fully set forth herein.

1.10 After-Acquired Property. To the extent permitted by and subject to applicable law, the lien of this Mortgage will automatically attach, without further act, to all after-acquired property located in, on, or attached to, or used, or intended to be used, in connection with, or with the renovation of, the Property or any part thereof; provided, however, that, upon request of the Lender, the Borrower shall execute and deliver such instrument or instruments as shall reasonably be requested by the Lender to confirm such lien, and the Borrower hereby appoints the Lender its attorney-in-fact to execute all such instruments, which power is coupled with an interest and is irrevocable.

1.11 Expenses. Unless otherwise agreed in writing, the Borrower will pay when due and payable all appraisal fees, recording fees, taxes, brokerage fees and commissions, abstract fees, title policy fees, escrow fees, attorneys' fees, court costs, fees of inspecting architect(s) and engineer(s) and all other costs and expenses of every character which have been incurred or which may hereafter be incurred by the Lender in connection with: (a) the preparation and execution of the Loan Documents; (b) the funding of the Loan; (c) in the event an Event of Default occurs hereunder or under the Note or any of the Loan Documents, all costs, fees and expenses, including, without limitation, all reasonable attorneys' fees in connection with the enforcement under the Note or foreclosure under this Mortgage, preparation for enforcement of this Mortgage or any other Loan Documents, whether or not suit or other action is actually commenced or undertaken; (d) enforcement of this Mortgage or any other Loan Documents; (e) court or administrative

proceedings of any kind to which the Lender may be a party, either as plaintiff or defendant, by reason of the Note, the Mortgage or any other Loan Documents; (f) preparation for and actions taken in connection with the Lender's taking possession of the Property; (g) negotiations with the Borrower, its Lender, or any of its agents in connection with the existence or cure of any Event of Default or default; (h) any proposed refinancing by the Borrower or any other person or entity of the debt secured hereby; (i) the transfer of the Property in lieu of foreclosure; (j) inspection of the Property pursuant to Section 1.15; and (k) the approval by the Lender of actions taken or proposed to be taken by the Borrower, its Lender, or other person or entity which approval is required by the terms of this Mortgage or any other of the Loan Document. The Borrower will, upon demand by the Lender, reimburse the Lender or any takeout lender for all such expenses which have been incurred or which shall be incurred by either of them; and will indemnify and hold harmless the Lender from and against, and reimburse it for, the same and for all claims, demands, liabilities, losses, damages, judgments, penalties, costs and expenses (including, without limitation, attorneys' fees) which may be imposed upon, asserted against, or incurred or paid by it by reason of, on account of or in connection with any bodily injury or death or property damage occurring in or upon or in the vicinity of the Property through any cause whatsoever or asserted against it on account of any act performed or omitted to be performed hereunder or on account of any transaction arising out of or in any way connected with the Property, or with this Mortgage or the Indebtedness.

1.12 The Lender's Performance of Defaults. If the Borrower defaults in the payment of any tax, Assessment, encumbrance or other Imposition, in its obligation to furnish insurance hereunder, or in the performance or observance of any other covenant, condition, agreement or term in this Mortgage, the Note or in any of the Loan Documents, the Lender may, without obligation to do so, to preserve its interest in the Property, perform or observe the same, and all payments made (whether such payments are regular or accelerated payments) and costs and expenses incurred or paid by the Lender in connection therewith shall become due and payable immediately. The amounts so incurred or paid by the Lender, together with interest thereon at the default rate, as provided in the Note, from the date incurred until paid by the Borrower, shall be added to the Indebtedness and secured by the lien of this Mortgage to the extent permitted by law. The Lender is hereby empowered to enter and to authorize others to enter upon the Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition, agreement or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

1.13 Financial Statements, Books, and Records. The Borrower will furnish to the Lender, within thirty (30) days after a request therefor, a detailed statement in writing, covering the period of time specified in such request, showing all income derived from the operation of the Property, and all disbursements made in connection therewith, and containing a list of the names of all tenants and occupants of the Property, the portion or portions of the Property occupied by each such tenant and occupant, the rent and other charges payable under the terms of their leases or other agreements and the period covered by such leases or other agreements.

1.14 Inspection. The Lender, and any persons authorized by the Lender, shall have the right, at the Lender's option, to enter and inspect the Property upon reasonable notice and at all other

reasonable times during the term of the Loan. The Borrower shall pay any professional fees and expenses, which may be incurred by the Lender in connection with such inspection.

1.15 Loan to Value Covenant. If at any one or more time(s) during the term of the Note the then aggregate outstanding and committed principal amount of the Note, plus accrued interest and fees thereon, plus all amounts outstanding under any debts secured by prior liens on the Property, is greater than eighty percent (80%) of the value of the Property, as determined by the Lender based upon the Lender's review of any appraisal and such other factors as the Lender may deem appropriate, then the Borrower shall within thirty (30) days following a request by the Lender, prepay the Note by an amount sufficient to cause the then outstanding principal amount of the Note, plus accrued interest and fees thereon, to be reduced to an amount equal to or less than eighty percent (80%) of the value of the Property. The inability of the Borrower to reduce the principal balance of the Note within thirty (30) days following request by the Lender shall be, at the Lender's option, an Event of Default, hereunder.

1.16 No Occupancy by Mortgagor et al. None of (i) Mortgagor, (ii) any guarantor of Mortgagor, (iii) any person holding an equity or other ownership interest in Mortgagor or in any guarantor of Mortgagor or (iv) any member of the immediate family of the persons identified in (i), (ii), (iii) shall occupy or inhabit (or permit the occupancy or habitation of) any part of the Mortgaged Property, including without limitation any building, structure or other improvement located thereon.

ARTICLE TWO: DEFAULTS

2.01 Event of Default. The term "Event of Default" or "default" wherever used in this Mortgage, shall mean any one or more of the following events: (a) failure by the Borrower to pay any installment of principal and/or interest under the Note within five (5) days after the same becomes due and payable; (b) failure by the Borrower to observe or perform, or upon any default in, any other covenants, agreements or provisions herein, in the Note, or in any of the Loan Documents; (c) failure by the Borrower to pay any Imposition, Assessment, other utility charges on or lien against the Property; (d) failure by the Borrower to keep in force the insurance required in this Mortgage; (e) failure by the Borrower to either deliver the policies of insurance described in this Mortgage or to pay the premiums for such insurance as provided herein; (f) failure by the Borrower to pay any installment, which may not then be due or delinquent, of any Assessment for local improvements for which an official bill has been issued by the appropriate authorities and which may now or hereafter affect the Property, and may be or become payable in installments; (g) the actual or threatened waste, removal or demolition of, or material alteration to, any part of the Property, except as permitted herein; (h) the vesting of title, or any sale, conveyance, transfer, leasing, assignment or further encumbrance in any manner whatsoever of any interest in the Property, or any part thereof, in or to anyone other than the present owner, or any change in title or ownership of the Property, or any part thereof, without the prior written consent of the Lender; (i) all or a material portion of the Property being taken through condemnation, eminent domain, or any other taking such that the Lender has reason to believe that the remaining portion of the Property is insufficient to satisfy the outstanding balance of the Note, or the value of the Property being impaired by condemnation, eminent domain or any other taking, (which term when used herein shall include, but not be limited to, any damage or taking by any governmental authority or

any other authority authorized by the laws of any state or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily for a period in excess of thirty (30) days, or permanently; (j) the merger or dissolution of the Borrower or the death of any guarantor of the Note ("Guarantor"); (k) any representation or warranty of the Borrower or any Guarantor made herein or in any such guaranty or in any certificate, report, financial statement, or other instrument furnished in connection with the making of the Note, the Mortgage, or any such guaranty, shall prove false or misleading in any material respect; (l) Borrower makes or takes any action to make a general assignment for the benefit of its creditors or becomes insolvent or has a receiver, custodian, trustee in Bankruptcy, or conservator appointed for it or for substantially all or any of its assets; (m) the Borrower files, or becomes the subject of, a petition in bankruptcy, or upon the commencement of any proceeding or action under any bankruptcy laws, insolvency laws, relief of debtors laws, or any other similar law affecting the Borrower, provided however, that the Borrower shall have sixty (60) days from the filing of any involuntary petition in bankruptcy to have the same discharged and dismissed; (n) the Property becomes subject to (1) any tax lien which is superior to the lien of the Mortgage, other than a lien for local real estate taxes and assessments not due and payable or (2) any mechanic's, materialman's, or other lien which is, or is asserted to be, superior to the lien of the Mortgage and such lien shall remain undischarged for thirty (30) days, (o) the Borrower fails to promptly cure any violations of laws or ordinances affecting or which may be interpreted to affect the Property; (p) in the event of any material adverse change in the financial condition of the Borrower; or (q) any of the aforementioned events occur with respect to any Guarantor.

ARTICLE THREE: REMEDIES

In the event that an Event of Default or default shall have occurred, the remedies available to the Lender include, but are not limited to, any and all rights and remedies available hereunder, any and all rights and remedies available at law, in equity, or by statute. Without limiting the foregoing, the rights and remedies available to the Lender shall include, but not be limited to, any one or more of the following:

3.01 Acceleration of Maturity. If an Event of Default shall have occurred, the Lender may, at its option, declare without demand or notice all of the outstanding Indebtedness to be due and payable immediately, and upon such declaration such Indebtedness shall immediately become and be due and payable without demand or notice...

3.02 The Lender's Right to Enter and Take Possession. If an Event of Default shall have occurred, the Borrower, upon demand by the Lender, shall forthwith surrender to the Lender the actual possession of the Property and the Lender itself, or by such officers or agents as it may appoint, may enter and take possession of the Property, collect and receive the rents and income therefrom, and to apply so much of said rents and income as may be required in the necessary expenses of running said Property, including reasonable attorneys' fees, management agents' fees, and if the Lender manages the Property with its own employees, an amount equal to the customary management agents' fees charged for similar property in the area where the Property are located, and to apply the balance of said rents and income to the payment of the amounts due upon said Note, or in payment of taxes assessed against the Property, or both. And for this purpose, and in case of such default, the Borrower hereby assigns, transfers, and sets over to the Lender the rents

and income accruing from said Property. Nothing contained in the foregoing provisions shall impair or affect any right or remedy which the Lender might now or hereafter have, were it not for such provisions, but the rights herein given shall be in addition to any others which the Lender may have hereunder.

3.03 Receiver. If an Event of Default shall have occurred, the Lender, to the extent permitted by law and without regard to the value or occupancy of the security, shall be entitled to apply for the appointment of a receiver of the rents and profit of the Property without notice, and shall be entitled to the appointment of such a receiver as a matter of right, without consideration of the value of the Property as security for the amounts due the Lender, or the solvency of any person or limited liability company liable for the payment of such amounts.

3.04 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.

3.05 Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Borrower's interest in all or any part of the Property.

3.06 Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided for in this section.

3.07 Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

3.08 Sale of the Property. To the extent permitted by applicable law, Borrower waives any and all right to have the Property marshalled. In exercising its rights and remedies, 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.

3.09 Notice of Sale. Lender shall give Borrower reasonable notice of the time and place 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.

3.10 Attorneys' Fees. If this Mortgage is foreclosed by the Lender, the Lender shall allow a reasonable amount of attorneys' fees for services rendered in the supervision of such foreclosure proceedings as a part of the cost of foreclosure. If the foreclosure proceedings are made through court proceedings, attorneys' fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

3.11 Waiver of Appraisement, Valuation, Stay, Exemption, and Redemption Laws, etc.; Marshaling. The Borrower agrees to the full extent permitted by law that after an Event of Default neither the Borrower nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisement, valuation, stay, exemption, moratorium, or redemption laws

now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, any and all right to have the assets comprising the Property marshaled upon any foreclosure hereof.

3.12 Suits to Protect the Property. The Lender shall have the power and authority to institute and maintain any suits and proceedings as the Lender may deem advisable in order to (a) prevent any impairment of the Property, (b) foreclose this Mortgage, (c) preserve and protect its interest in the Property, and (d) to restrain the enforcement of, or compliance with, any legislation or other governmental enactment, rule, or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be prejudicial to the Lender's interest.

3.13 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial case or proceeding affecting the Borrower, its creditors or its property, the Lender, to the extent permitted by law, shall be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have its claims allowed in such case or proceeding for the entire Indebtedness at the date of the institution of such case or proceeding, and for any additional amounts which may become due and payable by the Borrower after such date.

3.14 Application of Monies by the Lender. After the occurrence of an Event of Default, any monies collected or received by the Lender shall be applied in such priority as the Lender may determine in its sole and absolute discretion, to such matters including, but not limited to, the payment of compensation, expenses and disbursements of the agents, attorneys and other representatives of the Lender, to deposits for Impositions and Insurance and insurance premiums due, to the cost of insurance, Impositions, Assessments, and other charges and to the payment of the Indebtedness.

3.15 No Waiver. Notwithstanding any course of dealing or course of performance, neither failure nor delay on the part of the Lender to exercise any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.

3.16 No Waiver of One Default to Affect Another. No waiver of any Event of Default hereunder shall extend to or affect any subsequent or any other Event of Default then existing, or impair any rights, powers or remedies consequent thereon. If the Lender (a) grants forbearance or an extension of time for the payment of any of the Indebtedness; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted in the Note, this Mortgage or any other of the Loan Documents; (d) releases any part of the Property from the lien of this Mortgage or any other of the Loan Documents or releases or any party liable under the Note; (e) consents to the filing of any map, plat or replat of the Land; (f) consents to the granting of any easement on the Land; or (g) makes or consents to any agreement changing the terms of this Mortgage or subordinating the lien or any charge hereof, no such act or omission shall release, discharge, modify, change or affect the original liability under this Mortgage or otherwise of the

Borrower, or any subsequent purchaser of the Property or any part thereof or any borrower, co-signer, endorser, surety or guarantor. No such act or omission shall preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in case of any Event of Default then existing or of any subsequent Event of Default nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby.

3.17 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Lender by the Note, this Mortgage or any other of the Loan Documents is exclusive of any other right, power and remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other of the Loan Documents, or now or hereafter existing at law, in equity or by statute.

3.18 Interest after Event of Default; Default Rate. If an Event of Default shall have occurred, all sums outstanding and unpaid under the Note and this Mortgage shall, at the Lender's option, bear interest at the default rate set forth in the Note.

3.19 Provisional Remedies: Foreclosure And Injunctive Relief: Nothing shall be deemed to apply to limit the right of Lender to: (a) exercise self-help remedies, (b) foreclose judicially or non-judicially against any real or personal property collateral, or to exercise judicial or non-judicial power of sale rights, (c) obtain from a court provisional or ancillary remedies (including, but not limited to, injunctive relief, a writ of possession, prejudgment attachment, a protective order or the appointment of a receiver) or (d) pursue rights against Borrower or any other party in a third party proceeding in action brought against Lender (including, but not limited to, actions in bankruptcy court). Lender may exercise the rights set forth in the foregoing clauses (a) through (d), inclusive, before, during, or after the pendency of any proceeding.

ARTICLE FOUR: ASSIGNMENT OF LEASES AND RENTS.

4.1 Assignment. Borrower hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all of Borrower's right, title and interest in and to all Leases and Rents, and confers upon Beneficiary the right to collect such Rents with or without taking possession of the Property. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Borrower as bonus or royalty payments, and any damages or other compensation payable to Borrower in connection with the exercise of any such rights, shall also be considered Rents assigned under this Section. THIS IS AN ABSOLUTE ASSIGNMENT, NOT AN ASSIGNMENT FOR SECURITY ONLY.

4.2 Grant of License. Notwithstanding the provisions of Section 4.1, Beneficiary hereby confers upon Borrower a license ("**License**") to collect and retain the Rents as they become due and payable, so long as no Event of Default shall exist and be continuing. If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which it may choose to exercise in its sole discretion, to terminate this License without notice to or demand upon Borrower, and without regard to the adequacy of the security for the Indebtedness.

4.3 Effect of Assignment. The foregoing irrevocable and absolute assignment shall not cause Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Property by the lessees under any of the Leases or any other parties; for any dangerous or defective condition of the Property; or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, invitee or other person. Lender shall not directly or indirectly be liable to Borrower or any other person as a consequence of: (i) the exercise or failure to exercise by Lender, or any of their respective employees, agents, contractors or subcontractors, any of the rights remedies or powers granted to Lender hereunder; or (ii) the failure or refusal of Lender to perform or discharge any obligation, duty or liability of Borrower arising under the Leases.

4.4 Representations and Warranties. Borrower represents and warrants that: (a) it has provided to Beneficiary a true, correct and complete list of all Leases, if any, (b) all existing Leases, if any, are in full force and effect and are enforceable in accordance with their respective terms subject to applicable laws affecting creditors' rights and principles of equity, (c) no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of Borrower or, to the best of Borrower's knowledge, any other party; (d) no rent or other payment under any existing Lease has been paid by any lessee for more than one (1) month in advance; and (e) none of the lessor's interests under any of the Leases has been transferred or assigned.

4.5 Covenants. Borrower shall (i) fulfill or perform each and every term, covenant and provision of the Leases to be fulfilled or performed by the lessor thereunder; (ii) give prompt notice to Beneficiary of any notice received by Borrower of default thereunder or of any alleged default or failure of performance that could become a default thereunder, together with a complete copy of any such notice; and (iii) enforce, short of termination thereof, the performance or observance of each and every material term, covenant and provision of each Lease to be performed or observed by the lessees and tenants thereunder. Borrower, without the prior written consent of Beneficiary, shall not: (i) cancel, materially modify or alter, or accept the surrender of, any Lease; (ii) assign, transfer, pledge or encumber, the whole or any part of the Leases and Rents to anyone other than Beneficiary; (iii) accept any Rents more than one month in advance of the accrual thereof; (iv) do or permit anything to be done, the doing of which, or omit or refrain from doing anything, the omission of which, could be a breach or default under the terms of any Lease or a basis for termination thereof; or (v) enter in to any new tenant leases.

4.6 Beneficiary's Right to Proceeds. Without in any way limiting the requirement of Beneficiary's consent hereunder, any sums received by Borrower in consideration of any termination (or the release or discharge of any lessee), modification or amendment of any Lease shall be paid over to Beneficiary and applied to reduce the outstanding Indebtedness and any such sums received by Borrower shall be held in trust by Borrower for such purpose.

ARTICLE FIVE: MISCELLANEOUS PROVISIONS

5.1 Heirs, Successors and Assigns Included in Parties. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of the Borrower or the Lender shall bind and inure to the benefit of their respective heirs, successors and assigns, whether so expressed or not.

5.2 Addresses for Notices, etc.

(a) Any notice, report, demand or other instrument authorized or required to be given or furnished under this Mortgage shall be in writing, signed by the party giving or making the same, and shall be sent by certified mail, return receipt requested, as follows:

THE BORROWER:

Arijit De
410 Auburn Way #7
San Jose, California 95129

THE LENDER:

NVestor Funding Inc., a Delaware corporation
40 West Baseline Road, Unit 206
Tempe, Arizona 85283

With a copy to:

The Weiss Group, LLP
PO Box 9474
Rancho Santa Fe, California 92067
Attn: Benjamin M. Weiss, Esq.

(b) Either party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

5.3 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof and shall not limit or expand or otherwise affect any of the terms hereof.

5.4 Provisions Subject to Applicable Laws; Severability. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any law and are intended to be limited to the extent necessary so that they will not render this Mortgage invalid or unenforceable. In the event that any of the covenants, agreements, terms or

provisions contained in the Note, or in this Mortgage or in any other Loan Documents shall be deemed invalid, illegal or unenforceable in any respect by a court with appropriate jurisdiction, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Documents shall be in no way affected, prejudiced or disturbed thereby.

5.5 Modification. This Mortgage, the Note, and all other Indebtedness are subject to modification. Neither this Mortgage, nor any term hereof, may be changed, waived, discharged or terminated orally or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge, or termination is sought.

5.6 Governing Law. THIS MORTGAGE IS MADE BY THE LENDER AND ACCEPTED BY THE BORROWER IN THE STATE OF CALIFORNIA EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, PRIORITY, ENFORCEMENT AND FORECLOSURE OF THE LIENS AND SECURITY INTERESTS CREATED IN THE PREMISES UNDER THE LOAN DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE OF CALIFORNIA. TO THE FULLEST EXTENT PERMITTED BY THE LAW OF THE STATE WHERE THE PREMISES IS LOCATED, THE LAW OF THE STATE OF CALIFORNIA SHALL GOVERN THE VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS, AND THE DEBT OR OBLIGATIONS ARISING HEREUNDER (BUT THE FOREGOING SHALL NOT BE CONSTRUED TO LIMIT LENDER'S RIGHTS WITH RESPECT TO SUCH SECURITY INTEREST CREATED IN THE STATE WHERE THE PREMISES IS LOCATED).

5.7 Prejudgment Remedies. THE BORROWER HEREBY REPRESENTS, COVENANTS, AND AGREES THAT THE PROCEEDS OF THE LOAN SECURED BY THIS MORTGAGE, AND EVIDENCED BY THE LOAN AGREEMENT, AND THE NOTE SHALL BE USED FOR GENERAL COMMERCIAL PURPOSES AND THAT SUCH LOAN IS A "COMMERCIAL TRANSACTION" AS DEFINED BY THE STATUTES OF THE STATE OF CALIFORNIA. THE BORROWER HEREBY WAIVES SUCH RIGHTS AS IT MAY HAVE TO NOTICE AND/OR HEARING UNDER ANY APPLICABLE FEDERAL OR STATE LAWS INCLUDING, WITHOUT LIMITATION, CALIFORNIA GENERAL STATUTES, PERTAINING TO THE EXERCISE BY THE BORROWER OF SUCH RIGHTS AS THE BORROWER MAY HAVE INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK PREJUDGMENT REMEDIES AND/OR TO DEPRIVE THE LENDER OF OR AFFECT THE USE OF OR POSSESSION OR ENJOYMENT OF THE BORROWER'S PREMISES PRIOR TO THE RENDITION OF A FINAL JUDGMENT AGAINST THE BORROWER. THE BORROWER FURTHER WAIVES ANY RIGHT IT MAY HAVE TO REQUIRE THE LENDER TO PROVIDE A BOND OR OTHER SECURITY AS A PRECONDITION TO OR IN CONNECTION WITH ANY PREJUDGMENT REMEDY SOUGHT BY THE LENDER, AND WAIVES ANY OBJECTION TO THE ISSUANCE OF SUCH PREJUDGMENT REMEDY BASED ON ANY OFFSETS, CLAIMS, DEFENSES, OR COUNTERCLAIMS TO ANY ACTION BROUGHT BY THE LENDER. FURTHER, THE BORROWER HEREBY WAIVES, TO THE EXTENT PERMITTED BY LAW, THE BENEFITS OF ALL PRESENT AND

FUTURE VALUATION, APPRAISAL, HOMESTEAD, EXEMPTION, STAY, REDEMPTION AND MORATORIUM LAWS.

5.8 Effects of Changes and Laws Regarding Taxation. In the event of an enactment of any law deducting from the value of the Property any Mortgage lien thereon, or imposing upon the Beneficiary the payment of any or part of the Impositions, charges, or Assessments previously paid by the Borrower pursuant to this Mortgage, or change in the law relating to the taxation of Mortgages, debts secured by Mortgages or the Beneficiary's interest in the Property so as to impose new incidents of taxes on the Beneficiary, then the Borrower shall pay such Impositions or Assessments or shall reimburse the Beneficiary therefor; provided that, however, if in the opinion of counsel to the Beneficiary such payment cannot lawfully be made by the Borrower, then the Beneficiary may, at the Beneficiary's option, declare all of the sums secured by this Mortgage to be immediately due and payable without prior notice to the Borrower, and the Beneficiary may invoke any remedies permitted by applicable law.

5.9 Purpose of Loan. The Borrower represents and warrants that the proceeds from this Loan are to be used solely for business and commercial purposes and not at all for any personal, family, household, or other noncommercial or farming or agricultural purposes. The Borrower acknowledges that the Lender has made this Loan to the Borrower in reliance upon the above representation. Said representation will survive the closing and repayment of the Loan. The Borrower acknowledges that the Federal and California Truth in Lending disclosures are not required for loans that are given solely for business and commercial purposes.

5.10 Duplicate Originals. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

5.11 Usury Laws. This Mortgage, the Note, and the other Loan Documents are subject to the express condition that at no time shall the Borrower be obligated or required to pay interest on the debt at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate permitted by applicable law. If, by the terms of this Mortgage, the Note, or any of the Loan Documents, the Borrower is at any time required or obligated to pay interest on the debt at a rate in excess of such maximum rate, the rate of interest under the same shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note.

5.12 Construction. This Mortgage and the Note shall be construed without regard to any presumption or other rule requiring construction against the party causing this Mortgage and the Note to be drafted.

5.13 Release and Reconveyance. If all of Borrower's obligations under the Loan Documents are paid in full in accordance with the terms of the Loan Documents, no Default then exists hereunder and no Event of Default then exists under any other Loan Document, and if Borrower shall well and truly perform all of Borrower's covenants contained herein, then this conveyance

shall become null and void and be released, and the Property shall be reconveyed to Borrower, at Borrower's request and expense.

5.14 Entire Agreement. This Mortgage, together with the other Loan Documents executed in connection herewith, constitutes the entire agreement and understanding among the parties relating to the subject matter hereof and supersedes all prior proposals, negotiations, agreements, and understandings relating to such subject matter. In entering into this Mortgage, Borrower acknowledges that it is not relying on any representation, warranty, covenant, promise, assurance, or other statement of any kind made by the Lender or by any employee or agent of the Lender.

5.15 Protection of Lender's Security; Instrument Secures Future Advances. If Borrower fails to perform any of its obligations under this Instrument or any other Loan Document, or if any action or proceeding is commenced which purports to affect the Property, Lender's security, or Lender's rights under this Instrument, including eminent domain, insolvency, code enforcement, civil or criminal forfeiture, enforcement of Hazardous Materials Laws (as defined in Subsection 5.15(A) of this Instrument), fraudulent conveyance or reorganizations or proceedings involving a bankrupt or decedent, then Lender at Lender's option may make such appearances, file such documents, disburse such sums and take such actions as Lender reasonably deems necessary to perform such obligations of Borrower and to protect Lender's interest, including all of the following: (i) payment of attorney's fees and costs; (ii) enter upon the Property to make repairs or secure the Property; (iii) pay any amounts which Borrower has failed to pay under this Instrument, the Loan Agreement, or any of the Loan Documents; (iv) perform any of Borrower's obligations under the Loan Agreement; (v) make advances to pay, satisfy or discharge any obligation of Borrower for the payment of money that is secured by a lien on the Property. Any amounts disbursed by Lender under this Section 5.15 or under any other provision of this Instrument that treats such disbursement as being made under this Section 5.15, will be secured by this Instrument, will be added to, and become part of, the principal component of the Indebtedness, will be immediately due and payable and will bear interest from the date of disbursement until paid at the Default Rate (as defined in the Note.) Nothing in this Section 5.15 will require Lender to incur any expense or take any action. The provisions in Section 5.15, including the obligation to indemnify the Lender, shall survive the payment of the indebtedness and the satisfaction and conveyance of the lien of this Instrument and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

A. As used herein, the term "**Hazardous Materials Law**" and "**Hazardous Materials Laws**" mean any and all federal, state and local laws, ordinances, regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees in effect now or in the future, including all amendments, that relate to Hazardous Materials (as defined in Subsection 5.15B of this Instrument) or the protection of human health or the environment and apply to Borrower or to the Property. Hazardous Material Laws include Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Toxic Substance Control Act, 15 U.S.C. Section 2601, et seq., the Clean Water Act, 33 U.S.C. Section 1251, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101 et seq., and their state analogs.

B. As used herein, the term "Hazardous Materials" means petroleum and petroleum products and compounds containing them, including gasoline, diesel, fuel and oil; explosives; flammable materials; radioactive materials; polychlorinated biphenyls (PCBs) and compounds containing them; lead and lead-based paint; asbestos containing them; lead and lead-based paint; asbestos or asbestos containing materials in any form that is or could become friable; underground or above-ground tanks, whether empty or containing any substance; any substance the presence of which on the Property is prohibited by any governmental authority; any substance that requires special handling and any other material or substance that requires special handling and any other material or substance now or in the future that (i) is defined as a "hazardous substance", "hazardous material", "hazardous waste", "toxic substance", "toxic pollutant", "containment", or "pollutant" by or within the meaning of any Hazardous Material Law, or (ii) is regulated in any way by or within the meaning of any Hazardous Materials Law.

5.16 State Specific Provisions

Foreclosure. Lender may institute an action to foreclose this Mortgage against the Property, or take such other action at law or in equity for the enforcement of this Mortgage and realization on the pledged collateral or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the Note to the date of default, and thereafter at the Default Rate specified in the Note, together with all other sums due by Borrower in accordance with the provisions of the Note and this Mortgage, including all sums which may have been loaned by Lender to Borrower after the date of this Mortgage, and all sums which may have been advanced by Lender for taxes, water or sewer rents, charges or claims, payments on prior liens, completion of construction of improvements, insurance or repairs to the Property, all costs of suit, together with interest at such Default Rate on any judgment obtained by Lender from and after the date of any foreclosure sale until actual payment is made as of the full amount due Borrower and reasonable attorneys' fees for collection, or Borrower may foreclose only as to the sum past due with interest and costs as above provided, without injury to this Mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the Property shall be sold subject to all remaining items of indebtedness; and Lender may again foreclose, in the same manner, as often as there may be any sum past due. In the event Lender forecloses this Mortgage against the Property, Lender may, at its option and in its sole and absolute discretion, assume all rights (but not the obligation unless consented to by Lender as owner of the Property, and to assume all rights and privileges of Lender thereunder; or

If the Indebtedness shall have become due and payable, whether by lapse of time or by acceleration, then and in every such case Borrower confers upon Lender the authority and power to proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein or in the Loan Documents, or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage by advertisement or action, or for the enforcement of any other appropriate legal or equitable remedy.

NOW, THEREFORE, If the Note and any Indebtedness secured by this Mortgage shall be well and truly paid according to their tenor and if all the terms, covenants, conditions, and agreements of the Borrower contained herein and in the Note and Loan Documents, shall be fully and faithfully performed, observed, and complied with, then this Mortgage deed shall be void, but shall otherwise remain in full force and effect.

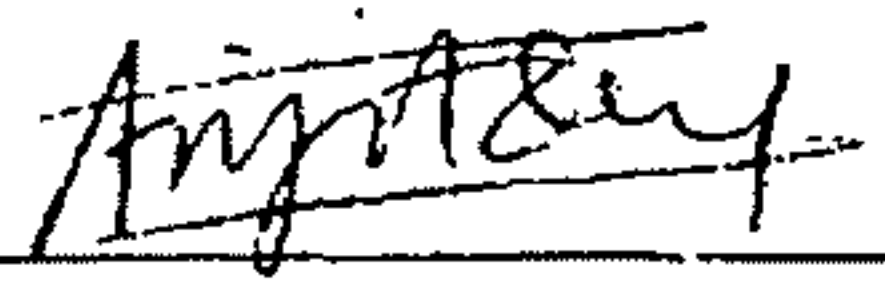
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20220323000118770 03/23/2022 01:43:25 PM MORT 24/26

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the Effective Date.

BORROWER:

Arijit De, a married man as his sole and separate property

By: 
Arijit De

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa }

On 19 February 2022 before me, Jose R. Ramos Jr., Notary Public

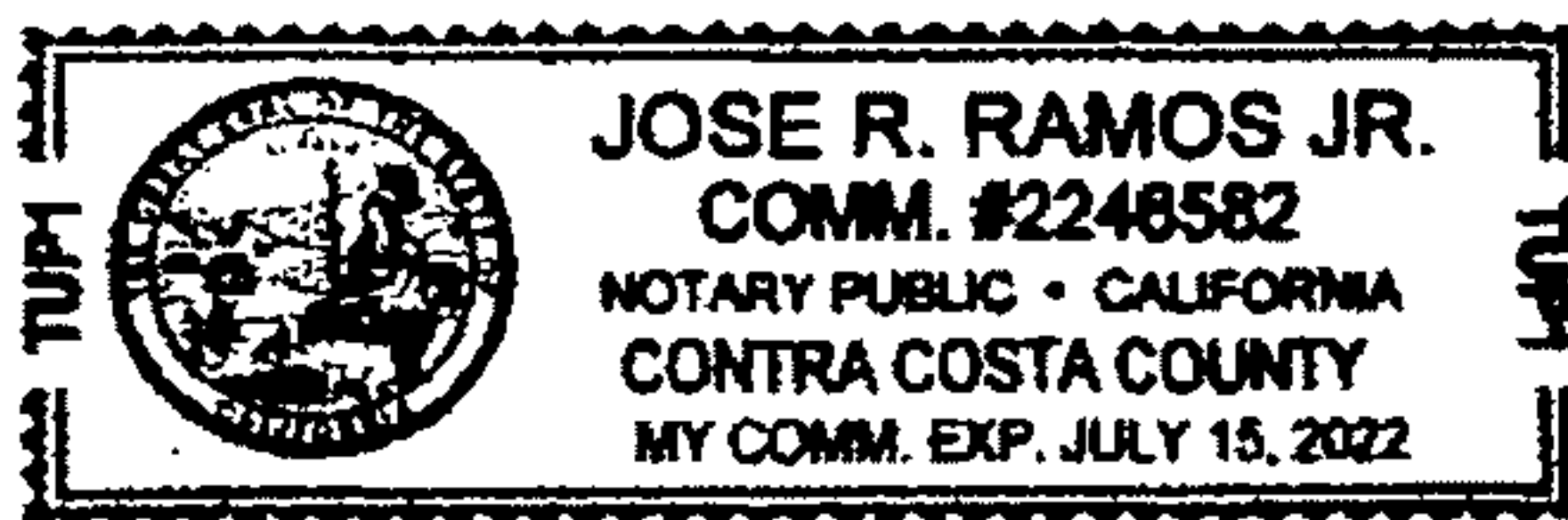
Date

Here Insert Name and Title of the Officer

personally appeared Arijit De

Name(s) of Signer(s)

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]

Place Notary Seal and/or Stamp Above

Signature of Notary Public Jose R Ramos Jr

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

EXHIBIT A

Parcel 1:

Lot 43, according to the Final Plat of Park Forest Village, as recorded in Map Book 31, Page 51, in the Probate Office of Shelby County, Alabama.

Address: 224 Park Village Circle, Alabaster, Alabama 35007

~~Parcel 2:~~

~~Lot 160, according to the Survey of Legacy Springs, Phase 3, as recorded in Map Book 2007, pages 85 and 86, in the Probate Office of St. Clair County, Alabama.~~

~~Address: 40 Village Springs Cove, Springville, Alabama 35146~~ (AD)

Parcel 3:

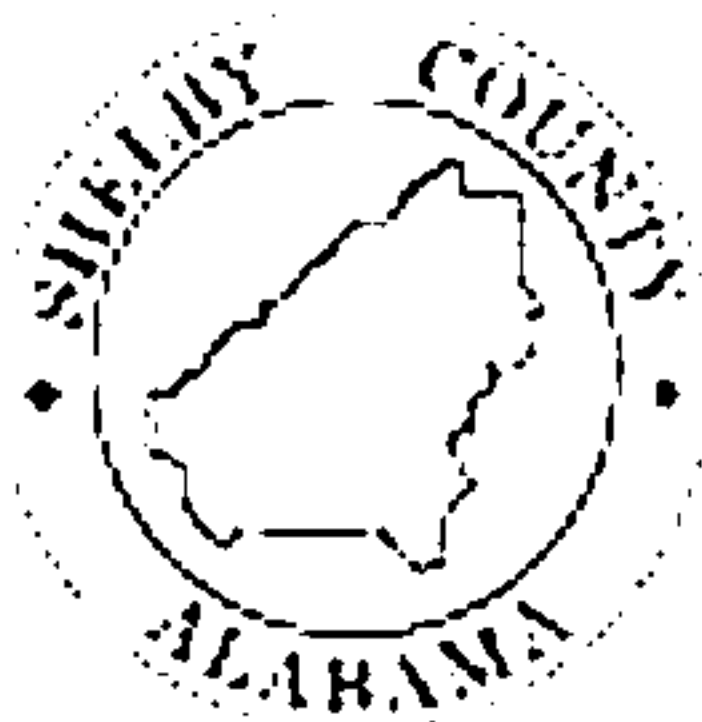
Lot 8, according to the Survey of Applegate Gardens Townhomes, as recorded in Map Book 29, Page 52, in the Probate Office of Shelby County, Alabama.

Address: 1118 Thompson Road, Alabaster, Alabama 35007

Parcel 4:

Lot 18A, according to the Resurvey of Lots 17 and 18, Hickory Point, as recorded in Map Book 24, Page 111, in the Probate Office of Shelby County, Alabama.

Address: 165 Hickory Pointe Drive, Helena, Alabama 35080



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/23/2022 01:43:25 PM
\$665.20 CHERRY
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Allen S. Bayl