

EXHIBIT "E"

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CARSON REDEVELOPMENT AGENCY
1 Civic Plaza Drive, Suite 500
Carson, CA 90745
Attn: EXECUTIVE DIRECTOR

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

PURCHASE PRICE DEED OF TRUST AND ASSIGNMENT OF RENTS

(Los Angeles County)

THIS PURCHASE PRICE DEED OF TRUST AND ASSIGNMENT OF RENTS is made as of the ____ day of _____, 2011, by and among WIN CHEVROLET PROPERTIES, LLC, a California limited liability corporation and WIN CHEVROLET, INC., a California corporation (collectively, the "Trustor"), whose address is 2201 EAST 223RD ST CARSON, CA 90745 Fidelity National Title Company (the "Trustee"), and the CARSON REDEVELOPMENT AGENCY or its successor-in-interest (the "Beneficiary"), whose address is 701 East Carson Street, Carson, California 90745.

FOR GOOD AND VALUABLE CONSIDERATION, including the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, the property as described in Exhibit 1, attached hereto and by this reference incorporated herein (the "Property");

TOGETHER WITH all rents, issues, profits, royalties, income and other benefits derived from the Property (collectively, the "rents");

TOGETHER WITH all interests, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including, without limiting the generality of the foregoing, all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements now or hereafter erected upon the Property (including, in each instance, improvements, restorations, replacements, repairs, additions, accessions or substitutions thereto or therefor); but exclusive of all fixtures, attachments, appliances, furnishings, equipment and machinery (whether fixed or movable);

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases or subleases covering the Property or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

TOGETHER WITH all right, title and interest of Trustor in and to all options to purchase or lease the Property or any portion thereof or interest therein, and any greater estate in the Property owned or hereafter acquired;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

All of the foregoing, together with the Property, is herein referred to as the "Security".

FOR THE PURPOSE OF SECURING:

(a) Payment of the loan in the amount of Seven Million Dollars (\$7,000,000.00) according to the "Purchase Price Promissory Note," sometimes referred to herein as the "Note," as further described in the "Agreement" as defined herein;

(b) Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Purchase Price Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period and upon five (5) business days notice to the Trustor, with interest thereon as provided herein;

(c) Payment of such additional sums and interest thereon which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, when evidenced by a promissory note or notes or other documents reciting that they are secured by this Purchase Price Deed of Trust; and

(d) Performance of every obligation, covenant or agreement of Trustor contained herein or the Agreement (and any amendments thereto).

ARTICLE I

DEFINITIONS

1. "Agreement" or "DDA" means that certain Disposition and Development Agreement entered into by the Trustor and the Beneficiary hereof, dated December 6, 2011; said Agreement (a copy of which is on file with the Beneficiary at the address stated above, and including all of its attachments) is incorporated herein by reference.

2. "Expiration Date" means the expiration date of the Operating Covenant which is twenty (20) years after Close of Escrow pursuant to the Agreement.

3. "Mortgage" means any permanent or long-term loan, or any other financing device (including without limitation deeds of trust) the proceeds of which are used in connection with the Property, which loan is secured by a security financing interest in the Trustor's interest in the Property.

4. "Operating Covenant" means that certain Operating Covenant dated _____, 2011, which shall be executed by Win Chevrolet, Inc., a California corporation, and recorded against the Property in the Official Records of Los Angeles County, California, to regulate the use and maintenance of the Property.

5. "Property" means the land described on Exhibit 1 together with all additions, improvements, restorations and replacements thereof.

6. "Trustor" means Win Chevrolet Properties, LLC, a California limited liability corporation, and Win Chevrolet, Inc., a California corporation, jointly and severally, and each of their transferees and successors in interest. Where an obligation is created herein binding upon Trustor, the obligation shall also apply to and bind any transferees or successors in interest. Where the terms of this Purchase Price Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation shall be deemed to be a joint and several obligation of the Trustor and such transferee.

Unless the context clearly otherwise requires, any capitalized term used herein and not defined herein shall have the meaning given to it under the Agreement (and any amendments thereto).

ARTICLE II

CERTIFICATE OF COMPLETION UPON PAYMENT;

GRANTING OF EASEMENTS

Section 2.1 Maintenance and Modification of the Property by Trustor. The Trustor agrees that at all times prior to the Expiration Date, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Property or cause the Property to be maintained, preserved and kept in a condition consisting only of those uses allowed by the Agreement and the Operating Covenant. The Trustor or its agent will from time to time make or cause to be

made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary shall have no responsibility in any of these matters or for the making of improvements or additions to the Property.

Section 2.2 Granting of Easements. Trustor may grant easements, licenses, rights-of-way or other similar rights or privileges in the nature of easements with respect to any property or rights included in the Security with the prior written approval of the Beneficiary, which approval shall not be unreasonably withheld.

ARTICLE III

TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges. Trustor shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings. With respect to special assessments or other similar governmental charges, Trustor shall pay such amount in whole or in installments over a period of years.

In the event that Trustor shall fail to pay any of the foregoing items required by this Section to be paid by Trustor, Beneficiary may (but shall be under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay any such item within seven (7) business days of the earlier of the receipt or mailing of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted under Section 1(2) of Article XV of the California Constitution, shall become an additional obligation of Trustor to the Beneficiary and shall be secured hereby, and Trustor hereby agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

(a) Trustor agrees to provide insurance covering one hundred percent (100%) of the replacement cost of all insurable items within the Property in the event of fire, lightning, debris removal, windstorm, flood, vandalism, malicious mischief, theft, mysterious disappearance and hazards, casualties and contingencies as are normally and usually covered by all-risk policies in effect in the locality where the Property is situated.

(b) Trustor agrees to carry or cause to be carried a comprehensive general liability insurance with respect to the Property with limits of not less than One Million Dollars (\$1,000,000.00) for each occurrence combined single-limit bodily injury and property damage.

(c) All such insurance policies and coverages (i) shall be maintained at Trustor's sole cost and expense so long as any part of the amounts secured by this Purchase Price Deed of Trust have not been paid, (ii) shall be with insurers of recognized responsibility, and in form and substance satisfactory to the Beneficiary, (iii) shall name Beneficiary as additional insured, and (iv) shall contain a provision to the effect that the insurer shall not cancel the policy

or modify it materially and adversely to the interests of Beneficiary without first giving at least thirty (30) days' prior written notice thereof. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, shall be delivered to the Beneficiary upon demand therefore at any time prior to the Expiration Date.

Section 3.3 Advances. In the event the Trustor shall fail to maintain the full insurance coverage required by this Purchase Price Deed of Trust or shall fail to keep the Property in good repair and operating condition, the Beneficiary may (but shall be under no obligation to) take out the required policies of insurance and pay the premium on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and, provided that the Beneficiary provides five (5) business days' notice to the Trustor all amounts so advanced therefor by the Beneficiary shall become an additional obligation of the Trustor to the Beneficiary (together with interest as set forth below) and shall be secured hereby, which amounts the Trustor agrees to pay on demand of the Beneficiary, and if not so paid, shall bear interest from the date of the advance at the maximum rate permitted by Section 1(2) of Article XV of the California Constitution.

ARTICLE IV

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Damage and Destruction. If, prior to the Expiration Date, the Property or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, the Trustor shall (a) cause any insurance proceeds arising from insurance referred to in Section 3.2 hereof and any other coverage acquired by the Trustor to be used to promptly rebuild and replace the Property, and (b) repair and replace the Property as necessary to bring the Property into conformity with the Standards; provided that such covenants shall be subordinated to the provisions of all senior obligations to which this Purchase Price Deed of Trust is subordinate.

Section 4.2 Condemnation. Subject to the provisions of senior obligations to which this Purchase Price Deed of Trust is subordinate, if title to or any interest in or the temporary use of the Property or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, including any proceeding or purchase in lieu thereof, the proceeds as a result of such taking shall be paid as provided by the law of the State of California to all persons or entities as their interests appear of record.

ARTICLE V

REPRESENTATIONS, COVENANTS AND WARRANTIES OF THE TRUSTOR

Section 5.1 Defense of the Title. The Trustor covenants that it is lawfully seized and possessed of title in fee simple to the Property, that it has good right to sell, convey or otherwise transfer or encumber the same, and that the Trustor, for itself and its successors and assigns, warrants and will forever defend the right and title to the foregoing described and conveyed property unto the Beneficiary, its successors and assigns, against the claims of all persons whomsoever, excepting only encumbrances approved by the Beneficiary.

Section 5.2 Inspection of the Property. The Trustor covenants and agrees that at any and all reasonable times and upon reasonable notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, without payment of charges or fees, to inspect the Property.

ARTICLE VI

AGREEMENTS AFFECTING THE PROPERTY;

FURTHER ASSURANCES

Section 6.1 Other Agreements Affecting Property. The Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Agreement, the Purchase Price Note, the Showroom Note, the Operating Covenant or any other agreement of any nature whatsoever now or hereafter involving or affecting the Property or any part thereof.

Section 6.2 Acceleration of Maturity. With respect to the Note Amount, as defined in the Purchase Price Note, if Trustor shall sell, or alienate the Property, or any part thereof, or any interest therein, or be divested of Trustor's title or any interest therein in any manner, whether voluntarily or involuntarily, without the prior written consent of Beneficiary (which written consent shall be deemed given if such sale or alienation is to an Agency-Approved Successor Entity), or if default is made in the payment of any principal payable under the secured Purchase Price Note or in the performance of the covenants or agreements hereof, or any of them, or should Trustor fail to continuously operate the Chevrolet and Hyundai (or other Agency-approved) vehicle franchise dealerships on the Property for a period of more than thirty (30) consecutive days, or should Trustor fail to reasonably comply with the terms of the Agreement, the Grant Deed or the Operating Covenant, Beneficiary shall have the right at its option to declare any indebtedness or obligations secured hereby, irrespective of the maturity date specified in the Note evidencing the same, immediately due and payable.

Section 6.3 Further Assurances; After Acquired Property. At any time, and from time to time, upon request by the Beneficiary, the Trustor shall make, execute and deliver, or cause to be made, executed and delivered, to the Beneficiary and, where appropriate, cause to be recorded and/or filed, and from time to time thereafter to be recorded and/or filed, and from time to time thereafter to be re-recorded and/or refiled, at such time and in such offices and places as shall be deemed desirable by the Beneficiary, any and all such other and further deeds of trust, security agreements, financing statements respecting personal property, instruments of further assurance, certificates and other documents as may, in the opinion of the Beneficiary, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve, (a) the obligations of the Trustor under this Purchase Price Deed of Trust, and (b) the lien of this Purchase Price Deed of Trust as a lien prior to all liens except those obligations which shall be senior obligations pursuant to the provisions of this Purchase Price Deed of Trust. The lien hereof shall automatically attach, without further act, to all after-acquired property deemed to be part of the Security as defined herein.

Section 6.4 Agreement to Pay Attorney's Fees and Expenses. In the event of an Event of Default hereunder, and if the Beneficiary should employ attorneys or incur other expenses for the collection of amounts due or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Purchase Price Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary; and any such amounts paid by the Beneficiary shall bear interest from the date such expenses are incurred at the maximum rate permitted by Section 1(2) of Article XV of the California Constitution.

Section 6.5 Transfer. No sale, transfer, lease, pledge, encumbrance, creation of a security interest in, or other hypothecation of the Security, other than to an Agency-Approved Successor Entity, shall relieve the Trustor from liability under this Purchase Price Deed of Trust, Operating Covenant or the Agreement.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default Defined. The occurrence of any failure of the Trustor to perform any act, obligation or promise of the Trustor made under this Purchase Price Deed of Trust and the continuation of said failure for a period of sixty (60) business days after written notice specifying such failure and requesting that it be remedied shall have been given to Trustor from the Beneficiary, shall be an Event of Default under this Purchase Price Deed of Trust.

Section 7.2 Foreclosure By Power of Sale. Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall notify Trustee and shall deposit with Trustee this Purchase Price Deed of Trust which is secured hereby, and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of such notice from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Default and Election to Sell as then required by law and by this Purchase Price Deed of Trust. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such Notice of Default and after Notice of Sale having been given as required by law, sell the Property, at the time and place of sale fixed by it in said Notice of Sale, either as a whole or in separate lots or parcels or items as Trustee shall deem expedient and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds 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, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale, and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds

of sale to payment of all sums then secured hereby and the remainder, if any, to the person or persons legally entitled thereto.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

Section 7.3 Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under Security, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof). Any such receiver or receivers shall have all the powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Property, unless such receivership is sooner terminated.

Section 7.4 Remedies Cumulative. No right, power or remedy conferred upon or reserved to the Beneficiary by this Purchase Price Deed of Trust is intended to be exclusive of any other right, power or 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 now or hereafter existing at law or in equity.

Section 7.5 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Default shall exhaust or impair any such right, power or remedy, or shall be construed to be a waiver of any such Default or acquiescence therein; and every right, power and remedy given by this Purchase Price Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. No consent or waiver, expressed or implied, by the Beneficiary to or of any breach by the Trustor in the performance of the obligations hereunder shall be deemed or construed to be a consent to or waiver of obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, shall not constitute a waiver by the Beneficiary of its right hereunder or impair any rights powers or remedies consequent on any breach or Default by the Trustor.

(b) If the Beneficiary (i) takes other or additional security, (ii) waives or does not exercise any right granted herein, or in the Agreement or the Operating Covenant, (iii) certifies completion of any part of the Security from the lien of this Purchase Price Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements of this Purchase Price Deed of Trust, the Operating Covenant or the Agreement, (iv) consents to the filing of any map, plat or replat affecting the Security, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission shall not discharge, modify, change or affect the original liability under this Purchase Price Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer,

endorser, surety or guarantor; nor shall any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in the event of any Default then made or of any subsequent Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary shall the lien of this Purchase Price Deed of Trust be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Property, the Beneficiary, without notice, is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Security (or a part thereof) or the indebtedness secured hereby, or with reference to any of the terms, covenants, conditions or agreements hereof, as fully and to the same extent as it might deal with the Trustor and without in any way releasing or discharging any liabilities, obligations or undertakings of the Trustor.

Section 7.6 Suits to Protect the Security. The Beneficiary shall have power (upon ninety (90) days notice to the Trustor) to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security (and the rights of the Beneficiary as secured by this Purchase Price Deed of Trust) by any acts which may be unlawful or any violation of this Purchase Price Deed of Trust, (b) preserve or protect its interest (as described in this Purchase Price Deed of Trust) in the Security and in the rents, issues, profits and revenues arising therefrom, and (c) 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 for compliance with such enactment, rule or order would impair the security thereunder or be prejudicial to the interests of the Beneficiary.

Section 7.7 Trustee May File Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, 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 the claims of the Beneficiary allowed in such proceedings for any amount which may become due and payable by the Trustor hereunder after such date.

ARTICLE VIII

SUBORDINATION

Section 8.1 Subordination. The Beneficiary agrees to execute documents reasonably satisfactory to its counsel to subordinate the lien of this Purchase Price Deed of Trust, provided no Notice of Default under its terms appears of record, to the following:

(a) Easements in favor of public agencies or public utilities typically conveyed in connection with similar developments.

(b) Take out or refinancings of the Property provided that the total loan to value ratio including the principal remaining on the Purchase Price Promissory Note does not exceed eighty percent (80%) of the appraised value of the Property.

Section 8.2 Description of Loans. Any loan to which this Purchase Price Deed of Trust is to be subordinated shall be evidenced by a promissory note, which shall not be limited with respect to any terms (except as may be otherwise provided by Section 8.1 hereof), including

the principal amount thereof, or the rate of interest thereon; provided, however, that any such loan or loans shall be subject to the approval of Beneficiary.

Section 8.3 Purpose and Use of Loans. Any loan or loans to which this Purchase Price Deed of Trust shall be subordinated may be used for any purposes in connection with the improvement of the Property. Any lender in making any disbursement pursuant to any such loan or loans shall be under no obligation or duty to see to the application or use of such proceeds for the purposes provided herein, and any application or use of such proceeds for purposes other than those provided for in this Article shall not defeat the subordination herein made in whole or in part.

Section 8.4 Execution of Subordination Agreement. Beneficiary agrees, upon request, provided that Trustor is not in default under this Purchase Price Deed of Trust, the Operating Covenant or the Agreement, to execute a Subordination Agreement, or agreements, in form reasonably acceptable to the Beneficiary, in favor of any loan or loans to which this Purchase Price Deed of Trust is to be subordinated, and to deliver same to Trustor for recordation in order to confirm of record the subordination provided in this Purchase Price Deed of Trust. In the event of express conflict, the terms of any Subordination Agreement executed by Beneficiary shall prevail over the terms regarding such subordination provided herein.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Amendments. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought.

Section 9.2 Trustor Waiver of Rights. Trustor hereby acknowledges that it is aware of and has the advice of counsel of its choice with respect to its rights under the Constitution of the United States, including, but not limited to, its rights arising under the Fourth, Fifth, Sixth and Fourteenth Amendments thereto, and the Constitution of the State of California. Trustor agrees that Beneficiary may exercise its rights hereunder in accordance with the provisions hereof, including, but not limited to, the exercise of the power of sale pursuant to Section 7.2 hereof; and nothing contained herein shall be deemed to be a waiver of Trustor's rights to reinstate or redeem this Purchase Price Deed of Trust in accordance with applicable law.

Section 9.3 Reconveyance by Trustee. Upon surrender of this Purchase Price Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of 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 any reconveyance may be described as "the person or person legally entitled thereto."

Section 9.4 Notices. Whenever Beneficiary, Trustor or Trustee shall desire to give or serve any notice, demand, request or other communication with respect to this Purchase Price Deed of Trust, each such notice, demand, request, or other communication shall be in writing and shall be effective only if the same is delivered by personal service or mailed by registered or

certified mail, postage prepaid, return receipts requested, or by telegram, addressed to the address set forth in the first paragraph of this Purchase Price Deed of Trust. Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, as aforesaid, a notice of such change.

Section 9.5 Acceptance by Trustee. Trustee accepts this Trust when this Purchase Price Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

Section 9.6 Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Purchase Price Deed of Trust.

Section 9.7 Invalidity of Certain Provisions. Every provision of this Purchase Price Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

Section 9.8 No Merger. If title to the Property shall become vested in the Beneficiary, this Purchase Price Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary under this Purchase Price Deed of Trust. In addition, upon foreclosure under this Purchase Price Deed of Trust pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Security shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice of termination to such tenant or subtenant.

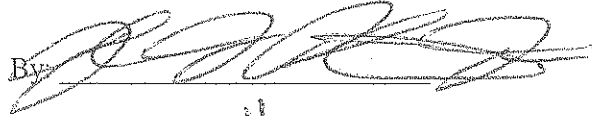
Section 9.9 Governing Law. This Purchase Price Deed of Trust shall be governed by and construed in accordance with the laws of the State of California.

Section 9.10 Gender and Number. In this Purchase Price Deed of Trust the singular shall include the plural and the masculine shall include the feminine and neuter and vice versa, if the context so requires.

IN WITNESS WHEREOF, Trustor has executed this Purchase Price Deed of Trust as of the day and year first above written.

Trustor

WIN CHEVROLET PROPERTIES, LLC,
a California limited liability corporation

By: 

By: 

WIN CHEVROLET, INC.,
a California corporation

By: 

By: 