

Real Property as Security

Deed of Trust to Secure Installment Payments. To secure the payments required by this Agreement, Defendants and Trustee Defendant shall, within ten (10) days of the execution of this Agreement, cause to be executed, notarized and delivered to Plaintiff (at **1515 Clay St., Suite 801, Oakland, CA 94612**) a trust deed, in the form attached as **Exhibit C**, sufficient to encumber the following real property, whose beneficial interest is owned by Defendants and is currently titled in the name of Trustee Defendant, in the County of Marin:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

Plaintiff shall be responsible for all costs associated with the recording of this trust deed.

Plaintiff agrees to provide Defendants and Trustee Defendant with a deed of reconveyance upon payment in full of all sums owing pursuant to this Agreement. Defendants shall be responsible for all costs associated with recording of the deed of reconveyance.

Personal Property as Security

Security Interest. In additional consideration for Plaintiff dismissing the Action, Defendants and Guarantor agree to grant Plaintiff a security interest (“Security Interest”) in the following personal property connected with their three restaurants--namely, the India’s Tandoori restaurant located at XXXXXX; the India’s Clay Pit restaurant located at XXXXXX; and the India’s Clay Pit 2 restaurant located at XXXX (collectively “Business Assets”):

- i. Deposit accounts including any money in bank accounts held in the name of India’s Clay Pot Inc or India’s Clay Pit Inc;
- ii. Equipment, including, but not limited to appliances, vehicles, furniture, kitchen equipment, office equipment, and tools;
- iii. Inventory;
- iv. Promissory Notes; and
- v. Accounts receivable, including all rights to the payment of money, payment for goods sold or leased or for services rendered, right to payment arising out of all present and future debt instruments, loans and obligations receivable.

Plaintiff’s Security Interest in the Business Assets secures Defendants’ and Guarantor’s obligations under this Agreement and shall continue until all Installment Settlement Payments have been paid.