

12994429
5/24/2019 9:01:00 AM \$40.00
Book - 10784 Pg - 1720-1742
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 23 P.

Prepared By and After Recording
Return To:
Clifton R. Henry, Esq.
Miller & Martin PLLC
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402

109207-LKF
21-03-380-022, 21-03-380-033 and 21-03-380-045

Space Above This Line for Recording Data

**DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (as amended, restated, replaced, supplemented, or otherwise modified from time to time, the "Deed of Trust") is made and entered to be effective as of the 23rd day of May, 2019, by **Allura2 Investment, LLC**, a Utah limited liability company (herein called "Grantor"), whose address is 5470 Kietzke Lane, Suite 300, Reno, Nevada 89511, to Cottonwood Title Insurance Agency, Inc., having an address of 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 (herein called "Trustee"), for the benefit of **CapStar Bank**, a Tennessee banking corporation, whose address is P.O. Box 305065, Nashville, Tennessee 37230 (herein called "Creditor").

1. **GRANT.**

1.1 **The Property.** For the purpose of securing payment and performance of the Secured Obligations defined in Section 2 below, Grantor hereby irrevocably and unconditionally grants, bargains, sells, mortgages, conveys, transfers, remises, releases, warrants and assigns to Trustee and its successors **IN TRUST FOREVER WITH ALL POWERS OF SALE AND RIGHT OF ENTRY AND POSSESSION**, all estate, right, title and interest that Grantor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, together with the Personalty (as hereinafter defined) being hereinafter collectively referred to as the "Property"):

(a) The real property located in the County of Salt Lake, State of Utah, as described in **Exhibit A** attached hereto (the "Land");

(b) All buildings, structures, improvements, fixtures and appurtenances now or hereafter placed on the Land, and all apparatus and equipment now or hereafter attached in any manner to the Land or any building on the Land, including, without limitation, all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment (collectively, the "Improvements");

(c) All easements and rights of way appurtenant to the Land; all crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all development rights or credits and air rights; all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the Land; all minerals, oil, gas, and other hydrocarbon substances and rights thereto in, on, under, or upon the Land; all land lying in the bed of any street, road, avenue, alley or walkway, opened or proposed or vacated, or any strip or gore, in front of or adjoining the Land;

(d) All existing and future leases, subleases, subtenancies, licenses, usufructs, occupancy agreements and concessions relating to the use and enjoyment of all or any part of the Land or the Improvements, and any and all guaranties and other agreements relating to or made in connection with any of the foregoing (collectively, the "Leases"), including, without limitation, that certain Lease by and between the Grantor, as successor landlord, and Walgreen Co., as tenant (the "Project Tenant"), dated as of August 23, 2001, as amended, and any guarantees related thereto (the "Project Lease");

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements, or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies, whether or not such policies are required by Creditor, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or the other property described above or any part of them; and

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

TO HAVE AND TO HOLD the same to Trustee and its successors, in trust forever. Grantor covenants to and with Trustee and Creditor that it is lawfully seized and possessed in fee simple of the Property, has good right and lawful authority to transfer and convey the same, that the title thereto is free and clear of all taxes, liens and encumbrances whatsoever, and that Grantor will forever warrant and defend the title thereto against the claims of all persons whomsoever.

2. THE SECURED OBLIGATIONS.

2.1 Purpose of Securing. Grantor makes the grant, bargain, sale, conveyance, transfer and assignment in trust set forth in Section 1, makes the irrevocable and absolute assignment set forth in Section 3, and grants the security interest set forth in Section 4, all for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

(a) Payment and performance of all present and future debts, obligations, covenants and liabilities of Grantor to Creditor arising under the following instruments or agreements (collectively, the "Debt Instruments"):

(i) A certain Promissory Note of even date herewith (the "Note"), in the original principal amount of **Three Million Three Hundred Sixty Thousand and 00/100 Dollars (\$3,360,000.00)**, executed by Grantor in favor of Creditor, having a maturity date of **August 1, 2027**, as the same may be extended, renewed, modified, amended, restated or superseded;

(ii) A certain Loan Agreement of even date herewith (the "Loan Agreement"), by and between Grantor (as "Borrower" therein) and Creditor (as "Lender" therein), in connection with the Note, as the same may be extended, renewed, modified, amended, restated or superseded; and

(iii) All Loan Documents (as such term is defined in the Loan Agreement), as any of the same may be extended, renewed, modified, amended, restated or superseded.

(b) Payment and performance of all obligations of Grantor under this Deed of Trust, including advances by Creditor or any transferee of Creditor for the purpose of paying taxes or premiums on insurance on the Property or to repair, maintain or improve the Property (regardless of whether Grantor is at that time the owner of the Property);

(c) Payment and performance of all future advances and other obligations that Grantor (or any successor in interest to Grantor) may agree to pay and/or perform (whether as principal, surety or guarantor) to or for the benefit of Creditor; and

(d) All legal costs and expenses of collection of the debt secured hereby or of the defense or prosecution of the rights of this Deed of Trust incurred by Creditor.

2.2 Terms of Secured Obligations. All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Debt Instruments and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. These terms include any provisions in a Debt Instrument which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

3. ASSIGNMENT OF RENTS.

3.1 Assignment. Grantor hereby irrevocably, absolutely, presently and unconditionally assigns to Creditor the Leases and all rents, royalties, issues, profits, revenue, income and proceeds of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (collectively, the "Rents"), and confers upon Creditor the right to collect such Rents with or without taking possession of the Property. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Grantor to Creditor of all of Grantor's right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. 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 Grantor as bonus or royalty payments, and any damages or other compensation payable to Grantor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Section.

3.2 Grant of License. Notwithstanding the provisions of Section 3.1 hereof, Creditor hereby confers upon Grantor a revocable license (the "License") to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.2 hereof, shall exist. If an Event of Default has occurred, this License shall be immediately and automatically revoked, cease and terminate without notice to or demand upon Grantor, and without regard to the adequacy of the security for the Secured Obligations. Grantor agrees to collect and hold all Rents in trust for Creditor and to use the Rents for the payment of the cost of operating and maintaining the Property and for the payment of the Secured Obligations before using the Rents for any other purpose.

4. GRANT OF SECURITY INTEREST.

4.1 Grant of Security Interest. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code in effect in the State of Utah (the "UCC") for any of the personal property specified below which, under applicable law, may be subject to a security interest pursuant to the UCC, and Grantor hereby grants to Creditor a security interest in, and pledges and assigns to Creditor, all of Grantor's right, title and interest now or hereafter acquired in and to all of the following described personal property (collectively, the "Personalty"):

(a) All Grantor's tangible personal property of every kind and description, whether stored on the Land or elsewhere, including, without limitation, all goods, materials, supplies, tools, books, records, chattels, furniture, fixtures, equipment, and machinery, and which in all cases is (i) used or useful or acquired in connection with any construction undertaken on the Land or the maintenance of the Land and the Improvements, or (ii) affixed or installed, or to be affixed or installed, in any manner on the Land or the Improvements;

(b) All crops growing or to be grown on the Land (including all such crops following severance from the Land); all standing timber upon the Land (including all such timber following severance from the Land); all water and water rights (whether riparian, appropriative, or otherwise, and whether or not appurtenant to the Land) and shares of stock pertaining to such water or water rights, ownership of which affect the

Land; and all architectural and engineering plans, specifications and drawings, and as-built drawings which arise from or relate to the Land or the Improvements;

(c) All accounts, goods, contract rights or rights to payment of money, inventory, leases, licenses, occupancy rights, instruments, promissory notes, manufactured buildings, documents, chattel paper (whether tangible or electronic), investment property, deposit accounts, letter of credit rights (whether or not the letter of credit is evidenced by a writing), insurance claims and proceeds, condemnation awards, general intangibles, including without limitation, all payment intangibles, money, software, engineering drawings, goodwill, and all licenses, permits, agreements of any kind or nature pursuant to which Grantor possesses, uses or has authority to possess or use property (whether tangible or intangible) of others (to the extent permitted by such licenses, permits and agreements), or others possess, use or have authority to possess or use property (whether tangible or intangible) of Grantor, and all recorded data of any kind or nature, regardless of the medium of recording, and all supporting obligations therefor, of Grantor located in, on or about or used in connection with the Land or the Improvements, and all causes of action and their proceeds for any breach of warranty, misrepresentation, damage or injury to, or defect in, the Land, Improvements, or other Property or any part of them; and

(d) All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

4.2 Fixture Filing. This Deed of Trust also constitutes a financing statement pursuant to the terms of the UCC with respect to the Personalty, and will be recorded as a “fixture filing” in accordance with the UCC, with Grantor being the “Debtor” and Creditor being the “Secured Party” thereunder. Grantor hereby authorizes Creditor to file financing statements, continuation statements and financing statement amendments in such form as Creditor may require to perfect or continue the perfection of this security interest without the signature of Grantor.

5. RIGHTS AND DUTIES OF THE PARTIES.

5.1 Representations and Warranties. Grantor represents and warrants that Grantor is lawfully seized of the Property and has the right power and authority to mortgage, grant, assign, remise, release, warrant, and convey the Property.

5.2 Funds for Taxes and Insurance. If Grantor fails to obtain and maintain, or cause to be obtained and maintained, insurance in the amounts and coverage required under Section 5.5 hereof, and/or fails to pay (or cause to be paid) when due the annual taxes, charges, and assessments that may be levied against the Property, or if there otherwise exists an Event of Default hereunder, then, upon demand by Creditor, Grantor shall immediately commence making monthly deposits with Creditor, the sum of each deposit to be equal to the sum of (i) one-twelfth (1/12th) of the annual taxes, charges, and assessments which may be levied against the Property, plus (ii) one-twelfth (1/12th) of the annual premiums for insurance required under Section 5.5 hereof. Such monthly deposits shall be due and payable to Creditor on the same day that monthly payments from Grantor to Creditor are due and payable under the Note. The amount of such taxes, assessments and insurance when unknown may be estimated by Creditor.

Such deposits shall be used by Creditor to pay such taxes, assessments, and insurance premiums when due. Any insufficiency in such account shall be paid by Grantor to Creditor on demand. Creditor shall not be required to pay Grantor any interest on the deposits. If, by reason of any default by Grantor under any provision of this Deed of Trust or a Debt Instrument, Creditor declares all sums secured hereby to be due and payable, Creditor may apply any funds in said account against the indebtedness secured hereby in such manner as Creditor, in its sole discretion, shall determine. The enforceability of the covenants relating to taxes, assessment and insurance premiums provided for in other paragraphs hereof shall not be affected by the provisions of this Paragraph, except insofar as those obligations have been met in whole or in part by compliance with this Paragraph. Creditor may from time to time at its option waive, and after such waiver reinstate, any or all provisions hereof requiring such deposits, by notice to Grantor in writing. While any such waiver is in effect, Grantor shall make direct payment of taxes, assessments and insurance premiums as herein elsewhere required. Creditor shall give Grantor, without charge, an annual accounting of the deposits showing credits and debits to the deposit and the purpose for which each debit to the deposits was made. The deposits required herein are pledged as additional security for the Secured Obligations.

5.3 Liens and Encumbrances. Grantor shall immediately discharge (or cause to be discharged) any lien on the Property which Creditor has not consented to in writing, and shall also pay (or cause to be paid) when due each obligation secured by or reducible to a lien, charge or encumbrance which now or hereafter encumbers or appears to encumber all or part of the Property, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust.

5.4 Damages and Insurance and Condemnation Proceeds.

(a) Grantor hereby absolutely and irrevocably assigns to Creditor, and authorizes the payor to pay to Creditor, all of the following claims, causes of action, awards, payments and rights to payment (collectively, the "Claims"):

(i) all awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;

(ii) all other awards, claims and causes of action, arising out of any breach of warranty or misrepresentation affecting all or any part of the Property, or for damage or injury to, or defect in, or decrease in value of all or part of the Property or any interest in it;

(iii) all proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Creditor; and

(iv) all interest which may accrue on any of the foregoing.

(b) Grantor shall immediately notify Creditor in writing if:

(i) any damage occurs or any injury or loss is sustained to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or

(ii) any offer is made, or any action or proceeding is commenced, which relates to any actual or proposed condemnation or taking of all or part of the Property.

If Creditor chooses to do so, it may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on breach of warranty or misrepresentation, or for damage or injury to, defect in, or decrease in value of all or part of the Property, and it may make any compromise or settlement of any such action or proceeding. Creditor, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Grantor in adjusting any loss covered by Grantor's insurance.

(c) All insurance proceeds of the Claims assigned to Creditor under this Section shall be paid to Creditor. In each instance, Creditor shall apply those proceeds first toward reimbursement of all of Creditor's costs and expenses of recovering the proceeds, including attorneys' fees. Grantor further authorizes Creditor, at Creditor's option and in Creditor's sole discretion, and regardless of whether there is any impairment of the Property, (i) to apply the balance of such proceeds, or any portion of them, to pay or prepay some or all of the Secured Obligations in such order or proportion as Creditor may determine, or (ii) to hold the balance of such proceeds, or any portion of them to be used for the cost of reconstruction, repair or alteration of the Property, or (iii) to release the balance of such proceeds, or any portion of them, to Grantor. If any proceeds are released to Grantor, Creditor shall not be obligated to see to, approve or supervise the proper application of such proceeds. If the proceeds are held by Creditor to be used to reimburse Grantor for the costs of restoration and repair of the Property, the Property shall be restored to substantially the same condition as its original condition, or such other condition as Creditor may approve in writing. Creditor may, at Creditor's option, condition disbursement of the proceeds on Creditor's approval of such plans and specifications prepared by an architect satisfactory to Creditor, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen, and such other evidence of costs, percentage of completion of construction, application of payments, and satisfaction of liens as Creditor may require, and Creditor may further withhold a percentage of any disbursement as retainage until full and complete restoration or repair in accordance with this subparagraph (c).

5.5 Insurance.

(a) Grantor, at its expense, shall obtain (or cause to be obtained), and deliver to Creditor the policies of insurance as required under the Project Lease and the Loan Agreement.

(b) Should Grantor fail to insure (or cause to be insured) or fail to pay (or cause to be paid) the premiums on any such insurance or fail to deliver the policies or renewals thereof as provided above, Creditor, at its option, may have such insurance written or renewed and pay the premiums thereon for the account of Grantor.

(c) No application of proceeds by Creditor toward payment of the Secured Obligations shall reduce the amount of the installment payments required to be made on the Note in accordance with its terms.

(d) In the event of a foreclosure of this Deed of Trust, the purchaser of the Property shall succeed to all of the rights of Grantor under said insurance policies payable to Creditor, including any right to unearned premiums and the right to receive the proceeds of any insurance payable by reason of any loss theretofore or thereafter occurring.

5.6 Maintenance and Preservation of Property.

(a) Grantor shall keep (and cause to be kept) the Property in good condition and repair and shall not commit or allow waste of the Property. Grantor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change in any zoning or other land use classification which affects the Property or any part of it, except with Creditor's express prior written consent in each instance.

(b) If all or part of the Property becomes damaged or destroyed, Grantor shall promptly and completely repair and/or restore (or cause to be repaired and/or restored) the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether Creditor agrees to disperse insurance proceeds or other sums to pay costs of the work of repair or construction under Section 5.4.

(c) Grantor shall not commit or allow any act upon or use of the Property which would violate any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen, or any public or private covenant, condition, restriction or equitable servitude affecting the Property. Grantor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Grantor or Project Tenant under the Project Lease on the Property or any part of it under this Deed of Trust.

(d) Grantor shall perform all other acts which from the character or use of the Property as may be reasonably necessary to maintain and preserve its value.

5.7 Releases, Extensions, Modifications and Additional Security. Without affecting the personal liability of any person, including Grantor, for the payment of the Secured Obligations or the lien of this Deed of Trust on the remainder of the Property for the unpaid amount of the Secured Obligations, Creditor may from time to time and without notice:

(a) release any person liable for payment of any Secured Obligation;

(b) extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;

(c) accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds to secure debt, security deeds, deeds of trust, mortgages, security agreements or any other instruments of security;

(d) alter, substitute or release any property securing the Secured Obligations;

(e) consent to the making of any plat or map of the Property or any part of it;

(f) join in granting any easement or creating any restriction affecting the Property;

(g) join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or

(h) release the Property or any part of it from the lien of this Deed of Trust.

5.8 Satisfaction and Cancellation. If and when Grantor has paid and performed all of the Secured Obligations in full, Creditor will provide to Grantor, or at Creditor's option file, a satisfaction and cancellation of this Deed of Trust and termination statements for filed financing statements. Grantor shall be responsible for the recordation of such cancellation and satisfaction, and the payment of any recording and filing costs associated therewith. Upon the recording of such cancellation and satisfaction and the filing of such termination statements, the absolute assignment set forth in Section 3 shall automatically terminate and become null and void.

5.9 Compensation and Reimbursement of Costs and Expenses.

(a) Grantor agrees to pay or reimburse Creditor for all costs, expenses and other advances which may be incurred or made by Creditor to protect or preserve the Property or to enforce any terms of this Deed of Trust, including the exercise of any rights or remedies afforded to Creditor under Section 6.3 hereof, whether any lawsuit is filed, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any sale of the Property and any cost of evidence of title.

(b) Grantor shall pay all obligations arising under this Section 5.9 immediately upon demand by Creditor. Each such obligation shall be added to, and considered to be part of, the principal of the Secured Obligations, and shall bear interest from the date the obligation arises at the default rate provided in any instrument or agreement evidencing the Secured Obligations.

5.10 Exculpation and Indemnification.

(a) Creditor shall not be directly or indirectly liable to Grantor or any other person as a consequence of any of the following:

(i) Creditor's exercise of or failure to exercise any rights, remedies or powers granted to it in this Deed of Trust;

(ii) Creditor's failure or refusal to perform or discharge any obligation or liability of Grantor under any agreement related to the Property or under this Deed of Trust;

(iii) Creditor's failure to produce Rents from the Property or to perform any of the obligations of the lessor under any lease covering the Property;

(iv) any waste committed by tenant of the Property or any other parties, or any dangerous or defective condition of the Property; or

(v) any loss sustained by Grantor or any third party resulting from any act or omission of Creditor in operating or managing the Property upon exercise of the rights or remedies afforded Creditor under Section 6.3 hereof, unless the loss is caused by the willful misconduct of Creditor.

Grantor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Creditor.

(b) Grantor agrees to indemnify Creditor against and hold Creditor harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which Creditor may suffer or incur in performing any act required or permitted by this Deed of Trust or by law or because of any failure of Grantor to perform any of its obligations, except Creditor shall not be indemnified in the event of Creditor's willful misconduct or gross negligence. This agreement by Grantor to indemnify Creditor shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Deed of Trust.

5.11 Defense and Notice of Claims and Actions. At Grantor's sole expense, Grantor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Creditor created under it, against all adverse claims. Grantor shall give Creditor prompt notice in writing if any claim is asserted which does or could affect any of these matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.12 Estoppel Certificates. Grantor shall furnish to Creditor from time to time, within ten (10) days of the request of Creditor, written statements signed and, if so requested, acknowledged, setting forth the then unpaid principal, premium and interest on the Note and specifying any claims, offsets or defenses which Grantor asserts against the Secured Obligations or any obligations to be paid or performed by Grantor under the Loan Documents, together with any other information reasonably requested by Creditor.

5.13 Hazardous Waste. Except as otherwise described in the Environmental Report (as defined in the Loan Agreement) or set forth in the Indemnity Agreement (as defined in the Loan Agreement), and subject in all cases to the representations made by Grantor in said Indemnity Agreement, Grantor hereby represents and warrants to Creditor that neither the Grantor nor, to the best knowledge of Grantor, any other person, has ever caused or permitted any Hazardous Material (as hereinafter defined) to be placed, held, located or disposed of, on, under or at the

Property or any part thereof, contrary to that permitted by applicable law, nor has the Property or any part thereof ever been used (whether by Grantor or, to the best knowledge of Grantor, by any other person) as a dump site or storage site (whether permanent or temporary) for any Hazardous Material except in accordance with applicable laws, rules and regulations. Grantor further represents and warrants to Creditor that, neither Grantor, nor to the best knowledge of Grantor, any other person, has ever caused or permitted any asbestos to be located on or within the Property.

Grantor hereby covenants that it will comply with the terms of the Indemnity Agreement, and indemnify and hold Creditor harmless in accordance with the terms of the Indemnity Agreement. Grantor hereby acknowledges that Creditor shall have the rights and authority reserved, permitted or granted under the Indemnity Agreement, and that any Environmental Damages (as defined in the Indemnity Agreement) shall also be a part of the Secured Obligations secured by this Deed of Trust.

5.14 Alterations. Grantor shall not make, or permit the making of, alterations, additions, and replacements (collectively, "Alterations") to any Improvements without the prior written consent of Creditor. Alterations immediately become part of the Property.

5.15 Nonforeign Entity. Section 1445 of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform Creditor that the withholding of tax will not be required in the event of the disposition of the property pursuant to the terms of this Deed of Trust, Grantor hereby certifies, under penalty of perjury, that:

(a) Grantor is not a foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code and the regulations promulgated thereunder;

(b) Grantor's U.S. employer identification number has previously been provided to Creditor; and

(c) Grantor's principal place of business is as set forth in Section 7.10 hereof.

It is understood that Creditor may disclose the contents of this certification to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment or both. Grantor covenants and agrees to execute such further certificates, which shall be signed under penalty of perjury, as Creditor shall reasonably require. The covenant set forth herein shall survive the foreclosure of this Deed of Trust or acceptance of a deed in lieu thereof.

6. ACCELERATING TRANSFERS, DEFAULT AND REMEDIES.

6.1 Accelerating Transfers

(a) "Accelerating Transfer" means any sale, conveyance, encumbrance, or other transfer, whether voluntary, involuntary, by operation of law or otherwise, of all or any material part of the Property or any interest in it, including any transfer or exercise of any

right to drill for or to extract any water (other than for Grantor's own use), oil, gas or other hydrocarbon substances or any mineral of any kind on or under the surface of the Property.

(b) Grantor agrees that Grantor shall not make any Accelerating Transfer, unless the transfer is preceded by Creditor's express written consent to the particular transaction and transferee or is permitted pursuant to the terms and conditions of the Loan Agreement. Creditor may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Creditor in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Creditor may exercise any rights and remedies provided by Section 6.3 hereof.

6.2 Events of Default. The occurrence of any one or more of the following events, at the option of Creditor, shall constitute an event of default ("Event of Default") under this Deed of Trust:

(a) The occurrence of any Event of Default, as defined in the Loan Agreement;

(b) Grantor's failure to pay any amounts when due under this Deed of Trust;

(c) The occurrence of an Accelerating Transfer in violation of Section 6.1 hereof;

(d) Any representation or warranty made by Grantor or any Guarantor in connection with this Deed of Trust or the Secured Obligations proves to have been false or misleading in any material respect when made;

(e) Grantor's default under any other deed of trust, security deed or mortgage on all or any part of the Property, or under any Grantor obligation secured by such deed of trust, security deed or mortgage, whether such deed of trust, security deed or mortgage is prior to or subordinate to this Deed of Trust; or

(f) Grantor's failure to comply in all respects with any other terms and conditions of this Deed of Trust (i.e., not set forth in subparagraphs (a) – (e) of this Section 6.2), which failure is not cured within thirty (30) days following written notice from Creditor; provided that if such failure cannot reasonably be cured within such thirty (30) day period and Grantor shall have commenced to cure such failure within such thirty (30) day period and thereafter diligently and expeditiously proceeds to cure the same, such thirty (30) day period shall be extended for so long as it shall require Grantor in the exercise of due diligence to cure such failure, it being agreed that no such extension shall exceed an additional 30-day period.

6.3 Remedies. At any time after the occurrence of an Event of Default, Creditor shall be entitled to exercise any and all of the rights and remedies described below, as well as any other rights and remedies authorized by applicable law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Creditor may declare any or all of the Secured Obligations to be due and payable immediately, without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby waived by Grantor).

(b) As a matter of right without regard to the adequacy of the security or the solvency of any person liable for the Secured Obligations, and to the extent permitted by applicable law without notice to Grantor, Creditor shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership may be incidental to a proposed sale of the Property or otherwise, and Grantor hereby consents to the appointment of such a receiver and agrees that such receiver shall have all of the rights and powers granted to Creditor herein. In addition, to the extent permitted by applicable law, and with or without the appointment of a receiver, or an application therefor, Creditor may (a) enter upon, and take possession of (and Grantor shall surrender actual possession of), the Property or any part thereof, without notice to Grantor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, (b) remove and exclude Grantor and its agents and employees therefrom, and/or (c) do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Creditor under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Creditor's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Creditor to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Creditor. Creditor may take any of the actions permitted hereunder either with or without giving notice to any person. Grantor agrees to deliver to Creditor all books and records pertaining to the Property, including computer-readable memory and any computer hardware or software necessary to access or process such memory, as may be requested by Creditor in order to enable Creditor to exercise its rights under this Section.

(c) Creditor may foreclose this Deed of Trust judicially or non-judicially by the power of sale granted herein. Grantor acknowledges that the power of sale granted in this Deed of Trust may be exercised or directed by Creditor without prior judicial hearing. In the event Creditor invokes the power of sale:

(i) Creditor shall send to Grantor written notice of Creditor's election to cause the Property to be sold. Grantor hereby authorizes and empowers Trustee to take possession of the Property, or any part thereof, and hereby grants to Trustee a power of sale and authorizes and empowers Trustee to sell (or, in the case of the default of any purchaser, to resell) the Property or any part thereof, in compliance

with applicable law, including compliance with any and all notice and timing requirements for such sale;

(ii) Trustee shall have the authority to determine the terms of the sale, subject to applicable law. In connection with any such sale, the whole of the Property may be sold in one (1) parcel as an entirety or in separate lots or parcels at the same or different times. Creditor shall have the right to become the purchaser at any such sale. Trustee shall be entitled to receive fees and expenses from such sale not to exceed the amount permitted by applicable law;

(iii) within a reasonable time after the sale, Trustee shall deliver to the purchaser of the Property a deed or such other appropriate conveyance document conveying the Property so sold without any express or implied covenant or warranty. The recitals in such deed or document shall be prima facie evidence of the truth of the statements made in those recitals; and

(iv) the outstanding principal amount of the Loan and the other Secured Obligations, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. If the Property is sold for an amount less than the amount outstanding under the Secured Obligations, the deficiency shall be determined by the purchase price at the sale or sales. Grantor waives all rights, claims, and defenses with respect to Creditor's ability to obtain a deficiency judgment.

(d) It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or its substitute or successor, Creditor may at any time before the sale of the Property direct the said Trustee to abandon the sale, and may then institute suit for the collection of the Note, and for the foreclosure of the lien created by this Deed of Trust; it is further agreed that if Creditor should institute a suit for the collection thereof, and for a foreclosure of the lien created by this Deed of Trust, it may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, its substitute or successor, to sell the Property in accordance with the provisions of this Deed of Trust.

(e) In the event any sale is made of the Property, or any portion thereof, under the terms of this Deed of Trust, Grantor, its successors, heirs and assigns, shall forthwith, upon the making of such sale, surrender and deliver possession of the Property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of the Property upon demand, the purchaser, his successors, heirs and assigns, shall be entitled to institute and maintain an action for forcible detainer in any applicable forum.

(f) Creditor shall have the right from time to time to sue Grantor for any sums (whether interest, principal or any installments thereof, taxes, penalties, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due), without regard to whether any of the other Secured Obligations shall be due, and without prejudice to the right of Creditor thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, an action for specific performance or any

other action, for an Event of Default or Events of Default existing at the time such earlier action was commenced.

(g) Creditor shall have the right, which it may choose to exercise in its sole discretion, to terminate the License without notice to or demand upon Grantor, and without regard to the adequacy of the security for the Secured Obligations and thereafter the License shall be automatically and immediately revoked and terminated. Creditor may, but shall not be obligated to, perform any or all obligations of the landlord under any or all of the Leases, and Creditor may, but shall not be obligated to, exercise and enforce any or all of Grantor's rights under the Leases. Without limitation to the generality of the foregoing, Creditor may notify the tenants under the Leases that all Rents are to be paid to Creditor, and following such notice, Grantor acknowledges and agrees that all Rents shall be paid directly to Creditor and not to Grantor or any other person other than as directed by Creditor, it being understood that a demand by Creditor on any tenant under the Leases for the payment of Rent shall be sufficient to warrant payment by such tenant of Rent to Creditor without the necessity of further consent by Grantor. Grantor hereby irrevocably authorizes and directs the tenants under the Lease to pay all Rents to Creditor instead of to Grantor, upon receipt of written notice from Creditor, without the necessity of any inquiry of Grantor and without the necessity of determining the existence or non-existence of an Event of Default. Grantor hereby appoints Creditor as Grantor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence of an Event of Default and is coupled with an interest and is irrevocable prior to the full and final payment and performance of the Secured Obligations, in Grantor's name or in Creditor's name: (a) to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Creditor; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any Leases including terms relating to the Rents payable thereunder; (e) to cancel any Leases; (f) to enter into new Leases; and (g) to do all other acts and things with respect to the Leases and Rents which Creditor may deem necessary or desirable to protect the security for the Obligations.

(h) Upon obtaining possession of the Property or upon the appointment of a receiver as described above, Creditor or the receiver, as the case may be, may, at its sole option, (a) make all necessary or proper repairs and additions to or upon the Property, (b) operate, maintain, control, make secure and preserve the Property, and (c) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of Grantor (the costs of completing such Improvements shall be expenses secured by this Deed of Trust and shall accrue interest as provided in any instrument or agreement evidencing the Secured Obligations and if more than one rate of interest is applicable to the Secured Obligations, the highest rate shall be used for purposes hereof). Creditor or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the enforcement of such

remedies, once commenced, shall continue for so long as Creditor shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

(i) Creditor may proceed under the UCC as to all or any part of the Personalty, and in conjunction therewith may exercise all of the rights, remedies and powers of a secured creditor under the UCC. Upon the occurrence of any Event of Default, Grantor shall assemble all of the accessories and make the same available within the Improvements. Any notification required by the UCC shall be deemed reasonably and properly given if sent in accordance with the Notice provisions of this Deed of Trust at least ten (10) days before any sale or other disposition of the Personalty. Disposition of the Personalty shall be deemed commercially reasonable if made pursuant to a public sale advertised at least twice in a newspaper of general circulation in the community where the Property is located. It shall be deemed commercially reasonable for the Creditor to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties. Alternatively, Creditor may choose to dispose of some or all of the Property, in any combination consisting of both Personalty and the Land, in accordance with the law and procedures applicable to real property, as permitted by Article 9 of the UCC. Grantor agrees that such a sale of Personalty together with the Land constitutes a commercially reasonable sale of the Personalty.

(j) Creditor shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Grantor provided under the Debt Instruments or any documents or agreements executed or delivered in connection therewith or by applicable laws.

(k) Any action taken by Creditor pursuant to the provisions of this Section 6.3 shall comply with the applicable laws of the State of Utah. Such applicable laws shall take precedence over the provisions of this Section 6.3 in the event of any conflict, but shall not invalidate or render unenforceable any other provision of any Loan Document that can be construed in a manner consistent with any applicable law. If any provision of this Deed of Trust shall grant to Creditor or a receiver appointed pursuant to the provisions of this Deed of Trust any powers, rights or remedies prior to, upon, during the continuance of or following an Event of Default that are more limited than the powers, rights, or remedies that would otherwise be vested in such party under any applicable law in the absence of said provision, such party shall be vested with the powers, rights, and remedies granted in such applicable law to the full extent permitted by law.

6.4 Application of Sale Proceeds and Rents.

(a) Creditor shall apply the proceeds of any sale of the Property in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs, fees and expenses of the sale, including attorneys' fees, costs of evidence of title in connection with the sale, and compensation to the Trustee; and, second, to pay all other Secured Obligations in any order and proportions as Creditor in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto.

(b) Creditor shall apply any and all Rents collected by it, and any and all sums other than proceeds of any sale of the Property which Creditor may receive or collect under Section 6.3, in the following manner: first, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection, including, without limitation, court costs, publication costs, and attorneys' fees, that may be incurred by Creditor or any receiver; and, second, to pay all other Secured Obligations in any order and proportions as Creditor in its sole discretion may choose. The remainder, if any, shall be remitted to the person or persons entitled thereto. Creditor shall have no liability for any funds which it does not actually receive.

6.5 Waivers and Agreements Regarding Remedies.

To the fullest extent permitted by applicable law, Grantor hereby expressly:

(a) agrees that neither Grantor nor anyone claiming through or under Grantor will, at any time, plead, set up, claim or seek to take advantage of any laws now or hereafter in force providing for any appraisal, valuation, stay, extension, homestead, exemption, equitable redemption, or statutory redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, or the absolute sale of the Property, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and Grantor, and all who may at any time claim through or under Grantor, hereby waives to the fullest extent that may be permitted under law, the benefit of all such laws. Without limiting the generality of the foregoing, this waiver is intended to include a waiver of the equity of redemption and the statutory right of redemption provided by any applicable law;

(b) waives all rights, legal and equitable, it may now or hereafter have, to require a marshalling of the assets of Grantor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Creditor under the terms of this Deed of Trust to a sale of the Property without any prior or different resort for collection, or the right of Creditor to the payment of the Secured Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever and each successor and assign of Grantor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waivers, as if it had given the waivers itself;

(c) waives any right to bring or utilize any defense, counterclaim or setoff, other than one which denies the existence or sufficiency of the facts upon which any foreclosure action is grounded. If any defense, counterclaim or setoff, other than one permitted by the preceding clause, is timely raised in a foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a claim which could be tried in an action for money damages, such claim may be brought in a separate action for money damages and shall not be deemed to afford any grounds for staying the foreclosure action; and

(d) waives and renounces all homestead and exemption rights provided for by the Constitution and the laws of the United States and of any state, in and to the Property as against the collection of the indebtedness secured by this Deed of Trust, or any part thereof.

7. MISCELLANEOUS PROVISIONS.

7.1 No Waiver or Cure.

(a) Each waiver by Creditor must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Creditor to take action on account of any default of Grantor. Consent by Creditor to any act or omission by Grantor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Creditor's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed); or impair the security of this Deed of Trust; or prejudice Creditor or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Creditor of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust:

(i) Creditor, its agent or a receiver takes possession of all or any part of the Property;

(ii) Creditor collects and applies Rents, either with or without taking possession of all or any part of the Property;

(iii) Creditor receives and applies to any Secured Obligation proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Creditor under this Deed of Trust;

(iv) Creditor makes a site visit, observes the Property and/or conducts tests thereon;

(v) Creditor receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations; or

(vi) Creditor or any receiver performs any act which it is empowered or authorized to perform under this Deed of Trust or invokes any right or remedy provided under this Deed of Trust.

7.2 Powers of Creditor. Creditor may take any of the actions permitted under Section 6.3(b) regardless of the adequacy of the security for the Secured Obligations, or whether any or

all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

7.3 Merger. No merger shall occur as a result of Creditor's acquiring any other estate in or any other lien on the Property unless Creditor consents to a merger in writing.

7.4 Joint and Several Liability. If Grantor consists of more than one person or entity, each shall be jointly and severally liable for the faithful performance of all of Grantor's obligations under this Deed of Trust.

7.5 Applicable Law. The filing and enforcement of this Deed of Trust shall be governed by the laws of the State of Utah; however, the laws of the State of Tennessee govern other Loan Documents.

7.6 Time is of the Essence. Grantor agrees that time is of the essence in Grantor's performance of this Deed of Trust.

7.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section does not waive the provisions of Section 6.1.

7.8 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions. No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Creditor may, at its option, declare all Secured Obligations immediately due and payable.

7.10 Notices. All notices, requests, demands and other communications required or permitted to be given hereunder, or pursuant to the UCC, will be sufficiently given if in writing and delivered in person or sent by United States certified mail, return receipt requested, postage prepaid, or by nationally-recognized overnight courier, to the party being given such notice at the appropriate addresses set forth below, or at such other address as a party may from time to time designate in writing to the other party, which shall be effective from the date of the other party's receipt. All such notices, requests, demands and other communications, if so mailed or overnighted, will be deemed to be given one (1) Business Day after being sent via overnight

carrier and three (3) Business Days after being sent via certified mail. Grantor's address given below is also the mailing address of Grantor as "Debtor" under the UCC. Creditor's address given below is also the mailing address of Creditor as "Secured Party" under the UCC.

To Grantor: Allura2 Investment, LLC
5470 Kietzke Lane, Suite 300
Reno, Nevada 89511

To Creditor: CapStar Bank
P.O. Box 305065
Nashville, Tennessee 37230

7.11 Survival of Covenants. All covenants of Grantor contained herein providing for the indemnification, defense or release of Creditor, or for the payment of costs or expenses by Grantor, including, without limitation, the payment or reimbursement of attorneys' fees or costs, or for the payment of any expenses for the protection, upkeep or maintenance of the Property, including the payment of taxes or any other expenses, are intended to be severable from the other provisions of this Deed of Trust, shall survive the entry of any judgment hereunder, and shall not be deemed merged into the judgment. Specifically, and without limiting the foregoing, any attorneys' fees incurred in the enforcement of any judgment obtained hereunder shall be recoverable as a separate item and shall not be merged into the judgment.

7.12 Jurisdiction and Venue. Grantor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Hamilton County, Tennessee or in Salt Lake County, Utah, as determined by Creditor in its sole discretion, over any suit, action or proceeding arising out of or relating to the Secured Obligations and/or any documents evidencing, securing or supporting the Secured Obligations. Grantor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Grantor hereby consents to process being served in any such suit, action or proceeding (i) by the mailing of a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Grantor's address set forth herein or (ii) in any other manner permitted by law and agrees that such service shall in every respect be deemed effective service upon Grantor.

7.13 WAIVER OF TRIAL BY JURY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRANTOR AND CREDITOR HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS INSTRUMENT AND TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS HEREUNDER OR THEREUNDER, ANY COLLATERAL SECURING THE OBLIGATIONS, OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. GRANTOR AND CREDITOR EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

7.14 Bond, Oath, Inventory. The giving of bond, making of oath or filing of inventory by the Trustee herein, or its successors, is hereby expressly waived.

7.15 Successor Trustee. Creditor shall have the right, in its absolute discretion and without assigning any cause or reason whatsoever, and without giving notice to any of the parties named herein, the giving of notice being expressly waived by Grantor, to remove the Trustee named herein, or any successor or substitute Trustee at any time, and to appoint a successor or substitute trustee by written instrument executed by it, and such successor or substitute trustee shall become vested with the same title to the Property and the same rights and powers and subject to the same duties as the Trustee named herein, and each appointment of a successor or substitute trustee by Creditor shall be recorded in the Register's Office of the county in which the Property is located.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed and delivered this Deed of Trust under seal to be effective as of the date first above written.

GRANTOR:

Allura2 Investment, LLC,
a Utah limited liability company

By: Deborah Williamson
Name: Deborah Williamson
Title: Manager

STATE OF North Carolina)
COUNTY OF New Hanover)

Before me, Audrey P. Waldeck, the undersigned Notary Public of the State and County aforesaid, personally appeared Deborah Williamson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the Manager of **Allura 2 Investment, LLC**, a Utah limited liability company, and that she, as such Manager, executed the foregoing instrument for the purposes contained therein contained, by signing the name of the company, as such Manager.

Witness my hand and official seal this 16th day of May, 2019.

Audrey P. Waldeck
Notary Public
My Commission Expires: 6-14-19

[AFFIX SEAL]

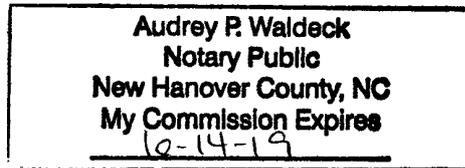


EXHIBIT A
Legal Description of Land

A parcel of land lying in the Southeast quarter of the Southwest quarter of Section 3, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a point South 89°55'31" West 168.50 feet along the South boundary of said Section 3, and North 00°03'15" West 53.00 feet to the North right-of-way line of 4700 South Street, from the South quarter corner of said Section 3; thence South 89°55'31" West, along said North line, a distance of 171.56 feet; thence North 00°03'15" West 364.97 feet; thence North 89°55'31" East 287.06 feet (formerly described as 286.941 feet); thence South 00°03'15" East 227.89 feet along the West right-of way line of Redwood Road; thence South 89°55'31" West 115.50 feet; thence South 00°03'15" East 137.08 feet to the point of beginning.