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9/24/2021 12:25:00 PM \$40.00  
Book - 11243 Pg - 9687-9723  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 37 P.

*148772-ETF*

**After recording, return to:**

Polsinelli PC  
1401 Lawrence Street, Suite 2300  
Denver, Colorado 80202  
Attn: Lesa Barringer

**Tax Parcel ID Nos. 09-31-380-016, 09-31-380-037 and 09-31-380-038**

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Title of Document:	Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents
Date of Document:	September 23, 2021
Grantor:	VA7 Covey Meredith, LLC, a Delaware limited liability company
Grantor's Address:	c/o FPA Multifamily, LLC, 2082 Michelson Drive 4th Floor, Irvine, CA 92612
Trustee:	Cottonwood Title Insurance Agency, Inc.
Trustee's Address:	1996 East 6400 South, Suite 120, Salt Lake City, UT 84121
Grantee:	The Huntington National Bank
Grantee's Address:	8085 South Chester St., Suite 201, Centennial, CO 80112
Property Address:	160 East First Avenue, Salt Lake City, UT 84103, and 239 East South Temple Street, Salt Lake City, UT 84111

THIS DOCUMENT CONSTITUTES A SECURITY AGREEMENT AND FIXTURE FILING UNDER ARTICLE 9 OF THE UNIFORM COMMERCIAL CODE AND SHOULD BE FILED AND INDEXED IN THE REAL ESTATE RECORDS NOT ONLY AS A DEED OF TRUST, BUT ALSO AS A SECURITY AGREEMENT AND FIXTURE FILING.

THIS DOCUMENT IS A "CONSTRUCTION MORTGAGE" WITHIN THE MEANING OF SECTIONS 70A-9a-334 AND 70A-2a-309 OF THE UTAH CODE ANN. IN THAT IT SECURES AN OBLIGATION INCURRED FOR THE CONSTRUCTION OF IMPROVEMENTS TO LAND.

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

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF LEASES AND RENTS dated as of September 23, 2021 (this “Deed of Trust”), is executed by VA7 COVEY MEREDITH, LLC, a Delaware limited liability company, having an address at c/o FPA Multifamily, LLC, 2082 Michelson Drive 4th Floor, Irvine, CA 92612, as grantor (“Borrower”), to COTTONWOOD TITLE INSURANCE AGENCY, INC., a Utah corporation, having an address at 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 (“Trustee”) for the benefit of THE HUNTINGTON NATIONAL BANK, its successors and assigns, having an address at 8085 South Chester St., Suite 201, Centennial, CO 80112, as grantee (in its individual capacity and in its capacity as lead arranger and administrative agent acting for itself and the Banks, the “Lender”).

**RECITALS**

A. Pursuant to the terms and conditions contained in that certain Syndicated Term Loan Agreement dated as of even date herewith, executed by and between Borrower and Lender (the “Loan Agreement”), Lender has agreed to loan to Borrower the principal amount of \$20,878,000.00. All initial capitalized terms not otherwise defined herein shall have the meanings given such terms in the Loan Agreement. The Loan shall be evidenced by that certain Term Loan Promissory Note of even date herewith (as amended, restated or replaced from time to time, the “Note”), executed by Borrower and made payable to the order of Lender in the maximum principal amount of the Loan and due on October 1, 2024, subject to extension to October 1, 2025, and to October 1, 2026 (the “Maturity Date”), except as may be accelerated pursuant to the terms of the Note, the Loan Agreement or the other Loan Documents.

B. A condition precedent to Lender’s extension of the Loan to Borrower is the execution and delivery by Borrower of this Deed of Trust.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

**AGREEMENTS**

The Borrower hereby mortgages, grants, assigns, remises, releases, warrants and conveys to Lender, its successors and assigns, and grants a security interest in, all of Borrower’s right, title and interest in and to the following described property, rights and interests (referred to collectively herein as the “Mortgaged Property”), all of which property, rights and interests are hereby pledged primarily and on a parity with the Land (as defined below) and not secondarily:

(a) The real estate located in Salt Lake County, Utah and legally described on Exhibit A attached hereto and made a part hereof (the “Land”).

(b) All improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter owned by Borrower and located on, or used in connection with the Land or the improvements thereon, or in connection with any construction thereon, including all extensions, additions, improvements,

betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest of Borrower in and to any such personal property or fixtures together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures by Borrower or on its behalf (the "Improvements");

(c) All easements, rights of way, gores of real estate, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way now or hereafter belonging, relating or appertaining to the Land, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, at law as well as in equity, of Borrower of, in and to the same;

(d) All rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases (as hereinafter defined), including those past due and unpaid (collectively, the "Rents"), and all revenues, issues, profits, proceeds, income, royalties, Letters of Credit (as defined in the Uniform Commercial Code of the State of Utah (the "Code") in effect from time to time) rights, escrows, security deposits, impounds, reserves, tax refunds and other rights to monies from the Mortgaged Property and/or the businesses and operations conducted by Borrower thereon, to be applied against the Indebtedness (as hereinafter defined);

(e) All interest of Borrower in all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Mortgaged Property, whether written or oral, including any supplement, modification, amendment, renewal or extension thereto (each, a "Lease", and collectively, the "Leases"), together with all security therefor and all monies payable thereunder, subject, however, to the conditional permission hereinabove given to Borrower to collect the Rents under any such Lease;

(f) All fixtures and articles of personal property now or hereafter owned by Borrower and forming a part of or used in connection with the Land or the Improvements, including, but without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, bidets, boilers, bookcases, cabinets, carpets, computer hardware and software used in the operation of the Mortgaged Property, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, dynamos, elevators, engines, equipment, escalators, exercise equipment, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stokers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Land or the Improvements in any manner; it being mutually agreed that all of the aforesaid property owned by Borrower and placed on the Land or the Improvements, so far as permitted by law, shall be deemed to be fixtures, a part of the realty, and security for the Indebtedness; notwithstanding the agreement hereinabove expressed that certain articles of property form a part of the realty covered by this Deed of Trust and be appropriated to its use and deemed to be realty, to the extent that such agreement and declaration may not be effective and that any of said articles may constitute Goods (as defined in the Code),

this instrument shall constitute a security agreement, creating a security interest in such goods, as collateral, in Lender, as a secured party, and Borrower, as debtor, all in accordance with the Code;

(g) All of Borrower's interests in General Intangibles, including Payment Intangibles and Software (each as defined in the Code) now owned or hereafter acquired and related to the Mortgaged Property, including, without limitation, all of Borrower's right, title and interest in and to: (i) all agreements, licenses, permits and contracts to which Borrower is or may become a party and which relate to the Mortgaged Property; (ii) all obligations and indebtedness owed to Borrower thereunder; (iii) all intellectual property related to the Mortgaged Property; and (iv) all choses in action and causes of action relating to the Mortgaged Property;

(h) All of Borrower's accounts now owned or hereafter created or acquired as relate to the Mortgaged Property and/or the businesses and operations conducted thereon, including, without limitation, all of the following now owned or hereafter created or acquired by Borrower: (i) Accounts (as defined in the Code), contract rights book debts, notes, drafts, and other obligations or indebtedness owing to Borrower arising from the sale, lease or exchange of goods or other property and/or the performance of services; (ii) Borrower's rights in, to and under all purchase orders for goods, services or other property; (iii) Borrower's rights to any goods, services or other property represented by any of the foregoing; (iv) monies due or to become due to Borrower under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Borrower); (v) Securities, Investment Property, Financial Assets and Securities Entitlements (each as defined in the Code); (vi) proceeds of any of the foregoing and all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing; and (vii) all warranties, guarantees, permits and licenses in favor of Borrower with respect to the Mortgaged Property (the property, interests and rights described in Subsections (f), (g) and (h) above are collectively referred to herein as the "Collateral"); and

(i) All proceeds of the foregoing, including, without limitation, all judgments, awards of damages and settlements hereafter made resulting from condemnation proceeds or the taking of the Mortgaged Property or any portion thereof under the power of eminent domain, any proceeds of any policies of insurance, maintained with respect to the Mortgaged Property or proceeds of any sale, option or contract to sell the Mortgaged Property or any portion thereof.

TO HAVE AND TO HOLD the Mortgaged Property, unto Lender, its successors and assigns, in fee simple forever, for the purposes and upon the uses herein set forth together with all right to possession of the Mortgaged Property after the occurrence of any Event of Default; Borrower hereby RELEASING AND WAIVING all rights under and by virtue of the homestead exemption laws of the State wherein the Mortgaged Property are located.

FOR THE PURPOSE OF SECURING: (i) the payment of the Loan and all interest, late charges, prepayment premium, if any, exit fee, if any, reimbursement obligations, fees and expenses for letters of credit issued by Lender for the benefit of Borrower, if any, and other indebtedness evidenced by or owing under the Note, any of the other Loan Documents, and any application for letters of credit and master letter of credit agreement, together with any extensions, modifications, renewals or refinancings of any of the foregoing; (ii) the obligations and liabilities

of Borrower to Lender under and pursuant to any Swap Agreement (as defined in the Loan Agreement), (iii) the performance and observance of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Borrower or any other obligor to or benefiting Lender which are evidenced or secured by or otherwise provided in the Note, this Deed of Trust or any of the other Loan Documents; and (iv) the reimbursement to Lender of any and all sums incurred, expended or advanced by Lender pursuant to any term or provision of or constituting additional indebtedness under or secured by this Deed of Trust, any of the other Loan Documents or any Swap Agreements that may evidence any Swap Obligations of Borrower owing at any time to Lender, or any application for letters of credit and master letter of credit agreement, with interest thereon as provided herein or therein (collectively, the “Indebtedness”). Any Swap Obligations owing by Borrower to Lender, including without limitation any breakage fees or other amounts as may be necessary to restructure or unwind any Swap Agreement, shall be considered for all purposes to be additional interest on the Indebtedness secured by this Deed of Trust. Notwithstanding the foregoing and any provision of this Deed of Trust to the contrary, the obligations of Borrower and the other indemnitors under the Environmental Indemnity shall not be deemed secured by this Deed of Trust.

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. Title. The Borrower represents, warrants and covenants that (a) Borrower is the holder of the fee simple title to the Mortgaged Property, free and clear of all liens and encumbrances, except those Permitted Encumbrances as defined in the Loan Agreement; and (b) Borrower has legal power and authority to mortgage and convey the Mortgaged Property.

2. Absolute Assignment of Leases and Rents.

(a) Lease Assignment. As security for the payment of the Indebtedness, Borrower hereby grants, transfers, sets over and assigns to Lender, all of the right, title and interest of Borrower in and to (i) all of the Rents arising out of or from the Mortgaged Property, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any Lease; (ii) all Leases now or hereafter existing, of all or any part of the Mortgaged Property together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Mortgaged Property.

(b) Leasing Covenants. The Borrower covenants and agrees that so long as this Deed of Trust shall be in effect:

(i) Borrower shall not enter into any Lease for any portion of the Mortgaged Property or any portion thereof except apartment tenants in Borrower’s ordinary course of business and pursuant to Borrower’s standard lease form approved by Lender in writing (the “Standard Lease Form”);

(ii) Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Borrower shall not do or suffer to be done anything to impair the security thereof. The Borrower shall not (A) release the liability of any tenant under any Lease, (B) consent to any tenant's withholding of Rents or making monetary advances and off-setting the same against future rentals, (C) consent to any tenant's claim of a total or partial eviction, (D) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (E) enter into any oral leases with respect to all or any portion of the Mortgaged Property;

(iii) Borrower shall not collect any of the Rents assigned hereunder more than thirty (30) days in advance of the time when the same shall become due and payable, except for (A) the first month's Rent due and payable under the execution of the applicable Lease and (B) security or similar deposits;

(iv) Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all Rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(v) Borrower shall not modify the terms and provisions of the Standard Lease Form, nor shall Borrower give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Lender's prior written consent; provided, however, that Borrower may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(vi) Borrower shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Borrower and Lender;

(vii) Borrower shall not waive or excuse the obligation to pay Rents under any Lease;

(viii) Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;

(ix) Borrower shall give prompt notice to Lender of any notice of any material default by the lessor under any Lease received from any tenant or guarantor thereunder;

(x) Borrower shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed

by the tenants and guarantors thereunder and shall immediately notify Lender of any material breach by the tenant or guarantor under any such Lease;

(xi) Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; and

(xii) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Borrower covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Borrower and Lender. The Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Section 2(f) below.

(c) Representations and Warranties of Borrower. Borrower hereby represents and warrants to Lender that, as of the date hereof: (i) Borrower is the absolute owner of the entire lessor's interest in each of the Leases, with absolute right and title to assign the Leases and Rents; (ii) the Leases are valid, enforceable and in full force and effect; (iii) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (iv) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Borrower's actual knowledge, there are no existing defaults under the provisions of the Leases on the part of the tenant thereunder; (v) to Borrower's actual knowledge, no tenant has any defense, set-off or counterclaim against Borrower; (vi) except as disclosed in writing to Lender, no tenant has any purchase option or first refusal right or any right or option for additional space with respect to the Mortgaged Property; (vii) Borrower has not accepted prepayments of installments of Rents or any other charges under any Lease; and (viii) all work required to be performed by Borrower, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

(d) License. Except as hereinafter set forth, Borrower shall have a license ("License") to collect the Rents accruing under the Leases as they become due, to take all actions of landlord under the Leases, and to enforce the Leases. The License shall automatically be suspended upon the occurrence of an Event of Default and shall be automatically reinstated at such time as the Event of Default no longer exists. Borrower covenants and agrees that in exercising its License it shall apply the Rents in accordance with the Loan Agreement.

(e) Rights Prior to Default. Unless or until an Event of Default shall occur, Borrower shall have the right to collect, at the time provided for the payment thereof, all Rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Borrower's right to collect such Rents, issues, income and profits shall immediately terminate without further notice thereof to Borrower. The Lender shall have the right to notify the tenants under the Leases of the existence of this Deed of Trust at any time.

(f) Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Borrower, without regard to the adequacy of the security for the Indebtedness secured hereby, without releasing Borrower or any guarantor of the Note from any Obligation, and with or without bringing any action or proceeding to foreclose the Deed of Trust or any other lien or security interest granted by the Loan Documents. Upon the occurrence of an Event of Default, Borrower's License to collect Rents shall immediately be suspended as provided in Section 2(e) above, unless Lender shall otherwise notify Borrower in writing that such License is not being suspended by Lender. To the extent permitted by Applicable Laws, Lender shall thereupon be authorized at its option to enter and take possession of all or part of the Mortgaged Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Mortgaged Property in the same manner and to the same extent that Borrower might reasonably so act to the fullest extent permitted by Applicable Laws and Borrower hereby waives any right to assert that any such entry constitutes a trespass. In furtherance thereof, Lender shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Borrower's rights to fix or modify Rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Borrower shall also pay to Lender, promptly after any Event of Default: (i) all Rent prepayments and security or other deposits paid to Borrower pursuant to any Lease assigned hereunder together with interest on all security deposits to the extent required to be paid under the Leases or by Applicable Laws; and (ii) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Lender will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Indebtedness. Lender shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

(g) Application of Proceeds. All sums collected and received by Lender out of the Rents, issues, income and profits of the Mortgaged Property following the occurrence of any one or more Events of Default shall be applied in accordance with Applicable Laws and, unless otherwise specified in such Applicable Laws, in such order as Lender shall elect in its sole and absolute discretion.

(h) Limitation of Lender's Liability. The Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Mortgaged Property or from any other act or omission of Lender in managing, operating or maintaining the Mortgaged Property following the occurrence of an Event of Default. The Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Borrower under or by reason of this Deed of Trust. The Borrower shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Lender) and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under any Lease or under or by reason of this Deed of Trust and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of



the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Borrower be liable for any liability, loss or damage which Borrower incurs as a result of Lender's gross negligence or willful misconduct. Should Lender incur any such liability, loss or damage under any Lease or under or by reason of this Deed of Trust, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Borrower with interest thereon at the Default Rate and shall be secured by this Deed of Trust. This Deed of Trust shall not operate to place responsibility upon Lender for the care, control, management or repair of the Mortgaged Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Lender responsible or liable for any waste committed upon the Mortgaged Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Deed of Trust, and no exercise by Lender of any of the rights set forth herein or in the Deed of Trust shall constitute or be construed as constituting Lender a "mortgagee in possession" of the Mortgaged Property, in the absence of the taking of actual possession of the Mortgaged Property by Lender pursuant to the provisions hereof or of the Deed of Trust.

(i) Power of Attorney. In furtherance of the purposes of this Deed of Trust, Borrower hereby appoints Lender as Borrower's attorney-in-fact, with full authority in the place of Borrower, at the option of Lender at any time after the occurrence of an Event of Default, and in the name of Borrower or Lender, to (i) collect, demand and receive the Rents and other amounts payable under any Lease; (ii) bring suit and take other action to enforce the Leases; (iii) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with tenants in relation to the Leases; (iv) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease; and (v) take such other action as Lender may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Lender under this Deed of Trust.

(j) Security Deposits. The Borrower acknowledges that Lender has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Lender assumes no responsibility or liability for any security so deposited.

### 3. Borrower's Covenants and Agreements.

(a) Payment of Indebtedness. The Borrower shall, prior to the expiration of any grace period: (i) pay the Indebtedness when due, and (ii) duly and punctually perform and observe all of the covenants and conditions to be performed or observed by Borrower as provided in the Note, the Loan Agreement, this Deed of Trust and the other Loan Documents.

(b) Compliance with Loan Agreement. Borrower will abide by and comply with and be governed and restricted by all of the terms, covenants, provisions, restrictions and agreements contained in the Loan Agreement, and in each and every supplement thereto or amendment thereof which may at any time or from time to time be executed and delivered by the parties thereto or their successors and assigns.

(c) Provisions of Loan Agreement. The proceeds of the Note are to be disbursed by Lender in accordance with the terms contained in the Loan Agreement, the provisions of which are incorporated herein by reference to the same extent as if fully set forth herein. Borrower covenants that any and all monetary disbursements made in accordance with the Loan Agreement shall constitute adequate consideration to Borrower for the enforceability of this Deed of Trust and the Note, and that all advances and indebtedness arising and accruing under the Loan Agreement from time to time, whether or not the total amount thereof may exceed the face amount of the Note, shall be secured by this Deed of Trust; provided, however, that the total Indebtedness shall not in any event exceed two hundred percent of the stated principal amount of the Note.

(d) Construction Loan. The Note evidences a debt created by one or more disbursements made by Lenders to Borrower to finance the cost of the construction of certain improvements upon the Land in accordance with the provisions of the Loan Agreement, and this Deed of Trust is a construction mortgage as such term is defined in Sections 70A-9a-334 and 70A-2a-309 of the Code.

4. Payment of Taxes and Assessments. The Borrower will pay when due and before any penalty attaches, all general and special taxes, assessments, water charges, sewer charges, and other fees, taxes, charges and assessments of every kind and nature whatsoever, whether or not assessed against Borrower, if applicable to the Mortgaged Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby (all herein generally called "Taxes"), subject to Borrower's right to contest the same, as provided by the terms hereof; and Borrower will, upon written request, furnish to Lender duplicate receipts therefor within ten (10) days after Lender's request.

5. Change in Tax Laws.

(a) If, by the laws of the United States of America, or of any state or municipality having jurisdiction over Lender, Borrower or the Mortgaged Property, any tax is imposed or becomes due in respect of the Note or this Deed of Trust (excluding income, excise or franchise taxes imposed upon Lender, except as provided in Section 5(c) below), or any liens on the Mortgaged Property created thereby, then Borrower shall pay such tax in the manner required by such law.

(b) If any law, statute, rule, regulation, order or court decree effects a deduction from the value of the Mortgaged Property for the purpose of taxation by creating any lien thereon, or imposing upon Lender any liability for the payment of all or any part of the Taxes required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or deeds of trusts or debts secured by mortgages or deeds of trust or the interest of Lender in the Mortgaged Property, or the manner of collection of Taxes so as to adversely affect this Deed of Trust, the Indebtedness, or Lender, then, and in any such event, Borrower, upon demand by Lender, shall pay such Taxes, or reimburse Lender therefor on demand, unless Lender determines, in Lender's sole judgment, that such payment or reimbursement by Borrower is unlawful or that the payment might, in Lender's judgment, constitute usury or render the Indebtedness wholly or partially usurious; in which event Lender may elect to declare the Indebtedness to be due and payable within the lesser of (i) thirty (30) days after written notice to Borrower, or (ii) such shorter period as may be required to ensure compliance by Lender with Applicable Laws.

(c) Nothing contained herein shall require Borrower to pay any income, franchise or excise tax imposed upon Lender, excepting only such income, franchise or excise tax which may be levied against the income of Lender as a complete or partial substitute for Taxes required to be paid by Borrower hereunder.

6. Deposits.

(a) Maintenance Deposits. Borrower shall not abandon the Mortgaged Property, shall keep and maintain the Mortgaged Property in good condition, repair, maintenance and operating condition free from any waste or misuse, and shall promptly repair and restore any buildings, improvements or structures now or hereafter on the Mortgaged Property which may become damaged or destroyed to their condition prior to any such damage or destruction. Should Borrower fail to comply with the foregoing, then at Lender's option in its sole discretion, Borrower shall pay to Lender monthly installments in an amount equal to one-twelfth (1/12th) of the annual operating and maintenance costs of the Mortgaged Property as set forth on the most recent operating statement for the Mortgaged Property approved by Lender (the "Maintenance Costs"). No amount so paid to Lender shall be deemed to be trust funds, nor shall any sums paid bear interest. If, at any time, the funds being held by Lender for any Maintenance Costs are exhausted, or if Lender determines, in its sole discretion, that such funds will be insufficient to pay in full any Maintenance Costs when due, Borrower shall promptly pay to Lender, upon demand, an amount which Lender shall estimate as sufficient to make up the deficiency. If an Event of Default shall occur under the terms of this Deed of Trust, Lender may, at its option, without being required to do so, apply any deposits on hand to the Indebtedness, in such order and manner as Lender may elect. Without the prior consent of Lender, Borrower agrees that it will not construct or expand any improvements on the Mortgaged Property, erect any new improvements nor make any material alterations in any improvements which shall alter the basic structure, decrease the market value or change the existing architectural character of the Mortgaged Property, nor remove or demolish any improvements.

(b) Tax and Insurance Deposits. Upon the occurrence of an Event of Default, and at Lender's request, Borrower shall deposit with Lender, on the first day of each month until the Indebtedness is fully paid, a sum equal to one-twelfth (1/12th) of one hundred five percent (105.00%) of (a) the most recent ascertainable annual Taxes on the Mortgaged Property and (b) the insurance premiums for the policies of insurance required to be maintained in effect by Borrower pursuant to the terms of the Loan Agreement (the "Premiums"). If requested by Lender, Borrower shall also deposit with Lender an amount of money which, together with the aggregate of the monthly deposits to be made pursuant to the preceding sentence as of one month prior to the date on which the next installment of annual Taxes for the current calendar year become due, shall be sufficient to pay in full such installment of annual Taxes, as estimated by Lender. Such deposits are to be held without allowance of interest and are to be used for the payment of Taxes and Premiums next due and payable when they become due. So long as no Event of Default shall be continuing, Lender shall, at its option, pay such Taxes when the same become due and payable (upon submission of appropriate bills therefor from Borrower) or shall release sufficient funds to Borrower for the payment thereof. Lender shall release sufficient funds to pay the Premiums when due to the extent of funds available to do so. If the funds so deposited are insufficient to pay any such Taxes or Premiums for any year (or installments thereof, as applicable) when the same shall become due and payable, Borrower shall, within ten (10) days after receipt of written demand

therefor, deposit additional funds as may be necessary to pay such Taxes and Premiums in full. If the funds so deposited exceed the amount required to pay such Taxes and Premiums for any year, the excess shall be applied toward subsequent deposits. Said deposits need not be kept separate and apart from any other funds of Lender. The Lender, in making any payment hereby authorized relating to Taxes, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Effect of Changes in Laws Regarding Taxation. If any law is enacted after the date hereof requiring (a) the deduction of any lien on the Mortgaged Property from the value thereof for the purpose of taxation or (b) the imposition upon Lender of the payment of the whole or any part of the Taxes, charges or liens herein required to be paid by Borrower, or (c) a change in the method of taxation of mortgages or debts secured by mortgages or Lender's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Deed of Trust or the Indebtedness or the holders thereof, then Borrower, upon demand by Lender, shall pay such Taxes or charges, or reimburse Lender therefor; provided, however, that Borrower shall not be deemed to be required to pay any income, excise or franchise taxes of Lender. Notwithstanding the foregoing, if in the opinion of counsel for Lender it is or may be unlawful to require Borrower to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Lender may declare all of the Indebtedness to be immediately due and payable.

8. Liens, Contest and Defense of Title.

(a) The Borrower shall not create or suffer or permit any lien, charge or encumbrance to attach to or be filed against the Mortgaged Property or any part thereof, or interest thereon, or any other rights and properties conveyed, mortgaged, transferred and granted hereunder (except for Permitted Encumbrances), whether such lien, charge or encumbrance is on a parity, inferior or superior to the lien of this Deed of Trust, including liens for labor or materials with respect to the Mortgaged Property ("Mechanic's Liens").

(b) Notwithstanding paragraph (a) of this Section, Borrower may in good faith and with reasonable diligence contest the validity or amount of any Mechanic's Liens and defer payment and discharge thereof during the pendency of such contest, provided that: (i) such contest shall prevent the sale or forfeiture of the Mortgaged Property, or any part thereof or any interest therein, to satisfy such Mechanic's Liens and shall not result in a forfeiture or impairment of the lien of this Deed of Trust; and (ii) within ten (10) days after Borrower has been notified of the filing of any such Mechanic's Liens, Borrower shall have notified Lender in writing of Borrower's intention to contest such Mechanic's Liens, or to cause such other party to contest such Mechanic's Liens, and shall have obtained a title insurance endorsement over such Mechanic's Liens in form and substance reasonably satisfactory to Lender, insuring Lender against loss or damage by reason of such Mechanic's Liens; provided that in lieu of such title insurance endorsement Borrower may deposit and keep on deposit with Lender (or such depositary as may be designated by Lender) a sum of money sufficient, in the judgment of Lender, to pay in full such Mechanic's Liens and all interest thereon. Any such deposits are to be held without any allowance of interest and may be used by Lender in its sole discretion to protect the priority of this Deed of Trust. In case Borrower shall fail to maintain such title insurance or deposit, or to prosecute or cause the prosecution of

such contest with reasonable diligence, or to pay or cause to be paid the amount of the Mechanic's Lien, plus any interest finally determined to be due upon the conclusion of such contest; then Lender may, at its option, apply any money and liquidate any securities then on deposit with Lender (or other depository designated by Lender) in payment of or on account of such Mechanic's Liens, or that part thereof then unpaid, together with all interest thereon according to any written bill, notice or statement, without inquiring into the amount, validity or enforceability thereof. If the amount of money so deposited shall (in Lender's reasonable judgment) be insufficient for the payment in full of such Mechanic's Liens, together with all interest thereon, then Borrower shall forthwith, upon demand, deposit with Lender (or other depository designated by Lender) the sum which shall (in Lender's reasonable judgment, when added to the funds then on deposit with Lender) be necessary to make such payment in full (or such other security as shall be reasonably satisfactory to Lender). If a Mechanic's Lien claim is ultimately resolved in the claimant's favor, then the monies so deposited shall be applied in full payment of such Mechanic's Lien or that part thereof then unpaid, together with all interest thereon (provided no Event of Default shall then exist) when Lender has been furnished with satisfactory evidence of the amount of payment to be made. Any excess monies remaining on deposit with Lender (or other depository) under this Subsection shall be paid to Borrower, provided that no Event of Default shall then exist.

(c) If the lien and security interest of Lender in or to the Mortgaged Property, or any part thereof, shall be endangered or shall be attacked, directly or indirectly, Borrower shall immediately notify Lender and shall appear in and defend any action or proceeding purporting to affect the Mortgaged Property, or any part thereof, and shall file and prosecute such proceedings and take all actions necessary to preserve and protect such title, lien and security interest in and to the Mortgaged Property.

9. Lender's Interest In and Use of Deposits. Upon an Event of Default, Lender may, at its option, apply any monies at the time on deposit pursuant to Section 6 hereof to cure an Event of Default or to pay any of the Indebtedness in such order and manner as Lender may elect. If such deposits are used to cure an Event of Default or pay any of the Indebtedness, Borrower shall immediately, upon demand by Lender, deposit with Lender an amount equal to the amount expended by Borrower from the deposits. When the Indebtedness has been fully paid, any remaining deposits shall be returned to Borrower. Such deposits are hereby pledged as additional security for the Indebtedness and shall not be subject to the direction or control of Borrower. The Lender shall not be liable for any failure to apply to the payment of Taxes any amount so deposited unless Borrower, prior to an Event of Default, shall have requested Lender in writing to make application of such funds to the payment of such amounts, accompanied by the bills for such Taxes. The Lender shall not be liable for any act or omission taken in good faith or pursuant to the instruction of any party.

10. Insurance. The Borrower shall at all times keep all buildings, improvements, fixtures and articles of personal property now or hereafter situated on the Mortgaged Property insured against loss or damage by fire and such other hazards as may reasonably be required by Lender, in accordance with the terms, coverages and provisions described in the Loan Agreement.

11. Condemnation. If all or any part of the Mortgaged Property are damaged, taken or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, the amount of any Award or other payment for such taking or damages

made in consideration thereof, shall be governed by the provisions of the Loan Agreement with respect to the use of Awards and condemnation proceeds.

12. Stamp Tax. If, by the laws of the United States of America, or of any state or political subdivision having jurisdiction over Borrower, any tax is due or becomes due in respect of the execution and delivery of this Deed of Trust, the Note or any of the other Loan Documents, Borrower shall pay such tax in the manner required by any such law. The Borrower further agrees to reimburse Lender for any sums which Lender may expend by reason of the imposition of any such tax. Notwithstanding the foregoing, Borrower shall not be required to pay any income or franchise taxes of Lender.

13. Effect of Extensions of Time and Other Changes. If the payment of the Indebtedness or any part thereof is extended or varied, if any part of any security for the payment of the Indebtedness is released, if the rate of interest charged under the Note is changed or if the time for payment thereof is extended or varied, all persons now or at any time hereafter liable therefor, or interested in the Mortgaged Property or having an interest in Borrower, shall be held to assent to such extension, variation, release or change and their liability and the lien and all of the provisions hereof shall continue in full force, any right of recourse against all such persons being expressly reserved by Lender, notwithstanding such extension, variation, release or change.

14. Lender's Performance of Defaulted Acts and Expenses Incurred by Lender. If an Event of Default has occurred, Lender may, but need not, make any payment or perform any act herein required of Borrower in any form and manner deemed expedient by Lender, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting the Mortgaged Property or consent to any tax or assessment or cure any default of Borrower in any lease of the Mortgaged Property. All monies paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including reasonable attorneys' fees, and any other monies advanced by Lender in regard to any tax referred to in Section 12 above or to protect the Mortgaged Property or the lien hereof, shall be so much additional Indebtedness, and shall become immediately due and payable by Borrower to Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. In addition to the foregoing, any costs, expenses and fees, including reasonable attorneys' fees, incurred by Lender in connection with (a) sustaining the lien of this Deed of Trust or its priority, (b) protecting or enforcing any of Lender's rights hereunder, (c) recovering any Indebtedness, (d) any litigation or proceedings affecting the Note, this Deed of Trust, any of the other Loan Documents or the Mortgaged Property, including without limitation, bankruptcy and probate proceedings, or (e) preparing for the commencement, defense or participation in any threatened litigation or proceedings affecting the Note, this Deed of Trust, any of the other Loan Documents or the Mortgaged Property, shall be so much additional Indebtedness, and shall become immediately due and payable by Borrower to Lender, upon demand, and with interest thereon accruing from the date of such demand until paid at the Default Rate. The interest accruing under this Section shall be immediately due and payable by Borrower to Lender, and shall be additional Indebtedness evidenced by the Note and secured by this Deed of Trust. The Lender's failure to act shall never be considered as a waiver of any right accruing to Lender on account of any Event of Default. Should any amount paid out or advanced by Lender hereunder, or pursuant to any agreement executed by Borrower in connection with the Loan, be used directly

or indirectly to pay off, discharge or satisfy, in whole or in part, any lien or encumbrance upon the Mortgaged Property or any part thereof, then Lender shall be subrogated to any and all rights, equal or superior titles, liens and equities, owned or claimed by any owner or holder of said outstanding liens, charges and indebtedness, regardless of whether said liens, charges and indebtedness are acquired by assignment or have been released of record by the holder thereof upon payment.

15. Security Agreement.

(a) Grant of Security Interest. Borrower hereby grants to Lender a security interest in the property described in Subsections (d), (e), (f), (g), (h) and (i) of the granting clause of this Deed of Trust (collectively, the "Personal Property") to secure repayment of the Indebtedness. This Deed of Trust constitutes a security agreement with respect to all Personal Property in which Lender is granted a security interest hereunder, and Lender shall have all of the rights and remedies of a secured party under the Code, as well as all other rights and remedies available at law or in equity.

(b) Perfection. Borrower hereby consents to any instrument that may be requested by Lender to publish notice or protect, perfect, preserve, continue, extend, or maintain the security interest and lien, and the priority thereof, of this Deed of Trust or the interest of Lender in the Mortgaged Property, including, without limitation, deeds of trust, security agreements, financing statements, continuation statements, and instruments of similar character, and Borrower shall pay or cause to be paid (i) all filing and recording taxes and fees incident to each such filing or recording, (ii) all expenses, including without limitation, actual attorneys' fees and costs (of both in house and outside counsel), incurred by Lender in connection with the preparation and acknowledgement of all such instruments, and (iii) all federal, state, county and municipal stamp taxes and other taxes, duties, imposts, assessments, and charges arising out of or in connection with the delivery of such instruments. Borrower hereby consents to, and hereby ratifies, the filing of any financing statements relating to the Loan made prior to the date hereof. Borrower hereby irrevocably constitutes and appoints Lender as the attorney-in-fact of Borrower, to file with the appropriate filing office any such instruments. In addition, Borrower hereby authorizes Lender to cause any financing statement or fixture filing to be filed or recorded without the necessity of obtaining the consent of Borrower.

(c) Place of Business. Borrower maintains its principal place of business as set forth in Section 15(e) below, and Borrower will notify Lender in writing of any change in its place of business within five (5) days of such change.

(d) Fixture Filing. This Deed of Trust is intended to be a financing statement within the purview of the Code and will be recorded as a "fixture filing" in accordance with the Code.

(e) Representations and Warranties. The Borrower represents and warrants that: (i) Borrower is the record owner of the Mortgaged Property; (ii) Borrower's chief executive office is located in the State of California; (iii) Borrower's state of organization is the State of Delaware; (iv) Borrower's exact legal name is as set forth on Page 1 of this Deed of Trust; (v) Borrower is the owner of the Personal Property subject to no liens, charges or encumbrances other

than the lien hereof and Permitted Encumbrances; (vi) the Personal Property will not be removed from the Mortgaged Property without the consent of Lender, except for Obsolete Collateral as set forth herein; and (vii) no financing statement covering any of the Personal Property or any proceeds thereof is on file in any public office except pursuant hereto. The following addresses are the mailing addresses of Borrower, as debtor under the Code, and Lender, as secured party under the Code, respectively:

Borrower:	VA7 Covey Meredith, LLC 2082 Michelson Drive 4th Floor Irvine, CA 92612
Lender:	The Huntington National Bank 8085 S. Chester St., Ste. 201 Centennial, CO 80112

(f) Borrower agrees that:

(i) The Borrower (being the debtor as that term is used in the Code) is and will be the true and lawful owner of the Mortgaged Property, subject to the liens, charges or encumbrances other than the lien hereof, the Permitted Encumbrances, other liens and encumbrances benefitting Lender and no other party, and liens and encumbrances, if any, expressly permitted by the other Loan Documents.

(ii) The Personal Property is to be used by Borrower and Property Manager solely for business purposes.

(iii) The Personal Property will be kept at the Land and, except for Obsolete Collateral, will not be removed therefrom without the consent of Lender (being the secured party as that term is used in the Code). The Personal Property may be affixed to the Land but not be affixed to any other real estate.

(iv) The only persons having any interest in the Mortgaged Property are Borrower, Lender and holders of interests, if any, expressly permitted hereby and under the Permitted Encumbrances.

(v) No Financing Statement (other than Financing Statements showing Lender as the sole secured party, or with respect to liens or encumbrances, if any, expressly permitted hereby) covering any of the Mortgaged Property or any proceeds thereof is on file in any public office except pursuant hereto; and Borrower, at its own cost and expense, upon demand, will furnish to Lender such further information and will execute and deliver to Lender such financing statements and other documents in form satisfactory to Lender and will do all such acts as Lender may request at any time or from time to time or as may be necessary or appropriate to establish and maintain a perfected security interest in the Mortgaged Property as security for the Indebtedness, subject to no other liens or encumbrances, other than liens or encumbrances benefitting Lender and no other party, liens and encumbrances (if any) expressly permitted hereby, and the Permitted Encumbrances; and Borrower will pay the cost of filing or recording such financing statements or other documents, and this instrument, in all public offices wherever filing



or recording is deemed by Lender to be desirable. The Borrower hereby irrevocably authorizes Lender at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto, without the signature of Borrower that (i) indicate the Personal Property (A) is comprised of all assets of Borrower or words of similar effect, regardless of whether any particular asset comprising a part of the Collateral falls within the scope of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or within greater detail as the grant of the security interest set forth herein, and (ii) contain any other information required by Section 5 of Article 9 of the Uniform Commercial Code of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether Borrower is an organization, the type of organization and any organizational identification number issued to Borrower, and (B) in the case of a financing statement filed as a fixture filing or indicating Mortgaged Property as as-extracted collateral or timber to be cut, a sufficient description of the real property to which the Mortgaged Property relates. The Borrower agrees to furnish any such information to Lender promptly upon request. The Borrower further ratifies and affirms its authorization for any financing statements and/or amendments thereto, executed and filed by Lender in any jurisdiction prior to the date of this Deed of Trust. In addition, Borrower shall make appropriate entries on its books and records disclosing Lender's security interests in the Mortgaged Property.

(vi) Upon an Event of Default hereunder, Lender shall have the remedies of a secured party under the Code, including, without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose, so far as Borrower can give authority therefor, with or without judicial process, may enter (if this can be done without breach of the peace) upon any place which the Mortgaged Property or any part thereof may be situated and remove the same therefrom (provided that if the Personal Property is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Lender shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Borrower's right of redemption in satisfaction of Borrower's obligations, as provided in the Code. The Lender may render the Mortgaged Property unusable without removal and may dispose of the Personal Property on the Land. The Lender may require Borrower to assemble the Collateral and make it available to Lender for its possession at a place to be designated by Lender which is reasonably convenient to both parties. The Lender will give Borrower at least ten (10) days' notice of the time and place of any public sale of the Collateral or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified United States mail or equivalent, postage prepaid, to the address of Borrower hereinafter set forth at least ten (10) days before the time of the sale or disposition. The Lender may buy at any public sale. The Lender may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type which is the subject of widely distributed standard price quotations. Any such sale may be held in conjunction with any foreclosure sale of the Mortgaged Property. If Lender so elects, the Personal Property and the Collateral may be sold as one lot. The net proceeds realized upon any such disposition, after deduction for the expenses of retaking, holding, preparing for sale, selling and the reasonable attorneys' fees and legal expenses incurred by Lender, shall be applied against the Indebtedness in such order or manner as Lender shall select. The Lender will account to Borrower for any surplus realized on such disposition.

(vii) The Borrower hereby agrees that: (i) where Collateral is in possession of a third party, Borrower will join with Lender in notifying the third party of Lender's interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender; (ii) Borrower will cooperate with Lender in obtaining control with respect to Collateral consisting of: deposit accounts, investment property, letter of credit rights and electronic chattel paper; and (iii) until the Indebtedness is paid in full, Borrower will not change the state where it is located or change its name or form of organization without giving Lender at least thirty (30) days prior written notice in each instance.

16. Restrictions on Transfer.

(a) The Borrower, without the prior written consent of Lender, shall not effect, suffer or permit any Prohibited Transfer (as defined herein). Any conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation (or any agreement to do any of the foregoing) of any of the following properties or interests shall constitute a "Prohibited Transfer":

(i) The Mortgaged Property or any part thereof or interest therein, excepting only sales or other dispositions of Collateral ("Obsolete Collateral") no longer useful in connection with the operation of the Mortgaged Property, provided that prior to the sale or other disposition thereof, such Obsolete Collateral has been replaced by Collateral of at least equal value and utility which is subject to the lien hereof with the same priority as with respect to the Obsolete Collateral;

(ii) Any shares of capital stock of a corporate Borrower, a corporation which is a general partner or managing member/manager in a partnership or limited liability company Borrower, or a corporation which is the owner of substantially all of the capital stock of any corporation described in this Subsection (other than the shares of capital stock of a corporate trustee or a corporation whose stock is publicly traded on a national securities exchange or on the National Association of Securities Dealers' Automated Quotation System);

(iii) All or any part of the managing member or manager interest, as the case may be, in a limited liability company Borrower or a limited liability company which is a general partner of a partnership Borrower;

(iv) All or any part of the general partner or joint venture interest, as the case may be, of a partnership Borrower or a partnership which is a manager of a limited liability company Borrower or the conversion of a partnership Borrower to a corporation or limited liability company; or

(v) If there shall be any change in control (by way of transfers of stock, partnership or member interests or otherwise) in any partner, member, manager or shareholder, as applicable, which directly or indirectly controls the day to day operations and management of Borrower and/or owns a controlling interest in Borrower;

in each case whether any such conveyance, sale, assignment, transfer, lien, pledge, mortgage, security interest, encumbrance or alienation is effected directly, indirectly (including the nominee agreement), voluntarily or involuntarily, by operation of law or otherwise; provided, however, that

the foregoing provisions of this Section shall not apply (i) to liens securing the Indebtedness, (ii) to the lien of current taxes and assessments not in default, (iii) to any transfers of the Mortgaged Property, or part thereof, or interest therein, or any beneficial interests, or shares of stock or partnership or joint venture interests, as the case may be, by or on behalf of an owner thereof who is deceased or declared judicially incompetent, to such owner's heirs, legatees, devisees, executors, administrators, estate or personal representatives, or (iv) to leases permitted by the terms of the Loan Documents, if any.

(b) In determining whether or not to make the Loan, Lender evaluated the background and experience of Borrower and its members in owning and operating property such as the Mortgaged Property, found it acceptable and relied and continues to rely upon same as the means of maintaining the value of the Mortgaged Property which is Lender's security for the Note. The Borrower and its members are well experienced in borrowing money and owning and operating property such as the Mortgaged Property, were ably represented by a licensed attorney at law in the negotiation and documentation of the Loan and bargained at arm's length and without duress of any kind for all of the terms and conditions of the Loan, including this provision. The Borrower recognizes that Lender is entitled to keep its loan portfolio at current interest rates by either making new loans at such rates or collecting assumption fees and/or increasing the interest rate on a loan, the security for which is purchased by a party other than the original Borrower. The Borrower further recognizes that any secondary junior financing placed upon the Mortgaged Property (i) may divert funds which would otherwise be used to pay the Note; (ii) could result in acceleration and foreclosure by any such junior encumbrancer which would force Lender to take measures and incur expenses to protect its security; (iii) would detract from the value of the Mortgaged Property should Lender come into possession thereof with the intention of selling same; and (iv) would impair Lender's right to accept a deed in lieu of foreclosure, as a foreclosure by Lender would be necessary to clear the title to the Mortgaged Property. In accordance with the foregoing and for the purposes of (a) protecting Lender's security, both of repayment and of value of the Mortgaged Property; (b) giving Lender the full benefit of its bargain and contract with Borrower; (c) allowing Lender to raise the interest rate and collect assumption fees; and (d) keeping the Mortgaged Property free of subordinate financing liens, Borrower agrees that if this Section is deemed a restraint on alienation, that it is a reasonable one.

17. Events of Default; Acceleration. Each of the following shall constitute an "Event of Default" for purposes of this Deed of Trust:

(a) Borrower fails to pay (i) any installment of principal or interest payable pursuant to the terms of the Note when due, or (ii) any other amount payable to Lender under the Note, this Deed of Trust or any of the other Loan Documents within five (5) days after written notice from Lender; or, if another period is specified in any such Loan Document, the period specified therein; or

(b) Borrower fails to perform or cause to be performed any other obligation or observe any other condition, covenant, term, agreement or provision required to be performed or observed by Borrower under the Note, this Deed of Trust, the Loan Agreement or any of the other Loan Documents and not specifically described in this Section or in the Default section of any other Loan Document; provided, however, that if such failure by its nature can be cured, then so long as the continued operation, safety and value of the Mortgaged Property, and the priority,

validity and enforceability of the liens created by this Deed of Trust or any of the other Loan Documents, are not impaired, threatened or jeopardized, then Borrower shall have a period (the "Cure Period") of thirty (30) days after Borrower obtains actual knowledge of such failure or receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period; provided further that if such failure by its nature can be cured but cannot be cured by the payment of money and Borrower commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for thirty (30) additional days, but in no event shall the Cure Period be longer than sixty (60) days in the aggregate; or

(c) the occurrence of a Prohibited Transfer; or

(d) the occurrence of an Event of Default under the Loan Agreement or any of the other Loan Documents.

If an Event of Default occurs, Lender may, at its option, declare the whole of the Indebtedness to be immediately due and payable without further notice to Borrower, with interest thereon accruing from the date of such Event of Default until paid at the Default Rate.

18. Foreclosure; Expense of Litigation.

(a) When all or any part of the Indebtedness shall become due, whether by acceleration or otherwise, Lender shall have the right to foreclose the lien hereof for such Indebtedness or part thereof and/or exercise any right, power or remedy provided in this Deed of Trust or any of the other Loan Documents in accordance with the Utah Mortgage Foreclosure Law (78B-6-9 of the Utah Code Ann), as may be amended from time to time, the ("Act"). In the event of a foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at such sale or to take such other steps as Lender may deem advisable to cause the interest of such purchaser to be protected by any of such insurance policies.

(b) In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Lender for reasonable attorneys' fees, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs, which may be estimated as to items to be expended after entry of the decree, of procuring all such abstracts of title, title searches and examinations, title insurance policies, surveys, environmental reports, and similar data and assurances with respect to the title as Lender may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Borrower's obligations hereunder, the protection of said Mortgaged Property and the maintenance of the lien of this Deed of Trust, including the reasonable fees of any attorney employed by Lender in any litigation or proceeding affecting this Deed of Trust, the Note, or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened

suit or proceeding shall be immediately due and payable by Borrower, with interest thereon until paid at the Default Rate and shall be secured by this Deed of Trust.

19. Application of Proceeds of Foreclosure Sale. The proceeds of any foreclosure sale of the Mortgaged Property shall be distributed and applied in accordance with the Act and, unless otherwise specified therein, in such order as the Lender may determine in its sole and absolute discretion.

20. Appointment of Receiver. Upon or at any time after the filing of a complaint to foreclose this Deed of Trust, the court in which such complaint is filed shall, upon petition by the Lender, appoint a receiver for the Mortgaged Property in accordance with the Act. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of the Borrower at the time of application for such receiver and without regard to the value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and the Lender hereunder or any other holder of the Note may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property (i) during the pendency of such foreclosure suit, (ii) in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, and (iii) during any further times when the Borrower, but for the intervention of such receiver, would be entitled to collect such rents, issues and profits. Such receiver also shall have all other powers and rights that may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property during said period, including, to the extent permitted by law, the right to lease all or any portion of the Mortgaged Property for a term that extends beyond the time of such receiver's possession without obtaining prior court approval of such lease. The court from time to time may authorize the application of the net income received by the receiver in payment of (a) the Indebtedness, or by any decree foreclosing this Deed of Trust, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale, and (b) any deficiency upon a sale and deficiency.

21. Lender's Right of Possession in Case of Default. At any time after an Event of Default has occurred, Borrower shall, upon demand of Lender, surrender to Lender possession of the Mortgaged Property. The Lender, in its discretion, may, with process of law, enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts relating thereto, and may exclude Borrower and its employees, agents or servants therefrom, and Lender may then hold, operate, manage and control the Mortgaged Property, either personally or by its agents. The Lender shall have full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, and profits of the Mortgaged Property, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent. Without limiting the generality of the foregoing, Lender shall have full power to:

- (a) cancel or terminate any Lease for any cause or on any ground which would entitle Borrower to cancel the same;
- (b) elect to disaffirm any Lease which is then subordinate to the lien hereof;

(c) extend or modify any then existing Leases and to enter into new Leases, which extensions, modifications and Leases may provide for terms to expire, or for options to Tenants to extend or renew terms to expire, beyond the Maturity Date and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness, satisfaction of any foreclosure judgment, or issuance of any certificate of sale or deed to any purchaser;

(d) make all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements in connection with the Mortgaged Property as may seem judicious to Lender, to insure and reinsure the Mortgaged Property and all risks incidental to Lender's possession, operation and management thereof, and to receive all rents, issues, deposits, profits, and avails therefrom;

(e) apply the net income, after allowing a reasonable fee for the collection thereof and for the management of the Mortgaged Property, to the payment of taxes, premiums and other charges applicable to the Mortgaged Property, or in reduction of the Indebtedness in such order and manner as Lender shall select, in its sole discretion; and

(f) receive and collect the rents, issues, profits and revenues of the Mortgaged Property personally or through a receiver so long as an Event of Default shall exist and during the pendency of any foreclosure proceedings and during any redemption period, and Borrower agrees to consent to a receiver if it is believed necessary or desirable by Lender to enforce its rights under this Subsection. The collection of rents, issues, profits or revenues of the Mortgaged Property by Lender shall in no way waive the right of Lender to foreclose this Deed of Trust during after any Event of Default.

Nothing herein contained shall be construed as constituting Lender a mortgagee in possession in the absence of the actual taking of possession of the Mortgaged Property. The right to enter and take possession of the Mortgaged Property and use any personal property therein, to manage, operate, conserve and improve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Lender hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof or under the other Loan Documents. The expenses (including any receiver's fees, reasonable counsel fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be secured hereby which expenses Borrower promises to pay upon demand together with interest thereon at the Default Rate. Lender shall not be liable to account to Borrower for any action taken pursuant hereto other than to account for any rents actually received by Lender. Without taking possession of the Mortgaged Property, Lender may, in the event the Mortgaged Property become vacant or are abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Property (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Indebtedness payable upon demand with interest thereon at the Default Rate.

22. Application of Income Received by Lender. The Lender, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails,

rents, issues and profits of the Mortgaged Property to the payment of or on account of the following, in such order as Lender may determine:

(a) to the payment of the operating expenses of the Mortgaged Property, including cost of management and leasing thereof (which shall include compensation to Lender and its agent or agents, if management be delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Mortgaged Property; and

(c) to the payment of any Indebtedness, including any deficiency which may result from any foreclosure sale.

23. Compliance with Utah Foreclosure Law.

(a) If any provision in this Deed of Trust shall be inconsistent with any provision of the Act, the provisions of the Act shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provision of this Deed of Trust that can be construed in a manner consistent with the Act.

(b) If any provision of this Deed of Trust shall grant to the Lender (including the Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of Section 20 of this Deed of Trust any powers, rights or remedies prior to, upon or following the occurrence of an Event of Default which are more limited than the powers, rights or remedies that would otherwise be vested in the Lender or in such receiver under the Act in the absence of said provision, the Lender and such receiver shall be vested with the powers, rights and remedies granted in the Act to the full extent permitted by law.

(c) Without limiting the generality of the foregoing, all expenses incurred by the Lender which are of the type permitted to be added to the Indebtedness pursuant to the Act, whether incurred before or after any decree or judgment of foreclosure, and whether or not enumerated in Sections 14, 18 or 31 of this Deed of Trust, shall be added to the Indebtedness and/or by the judgment of foreclosure.

24. Rights Cumulative. Each right, power and remedy herein conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, given now or hereafter existing under any of the Loan Documents or at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Lender, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy, and no delay or omission of Lender in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any Event of Default or acquiescence therein.

25. Lender's Right of Inspection. The Lender and its representatives shall have the right to inspect the Mortgaged Property and the books and records with respect thereto at all reasonable times upon not less than twenty four (24) hours' prior notice to Borrower, and access thereto, subject to the rights of tenants in possession, shall be permitted for that purpose.

26. Release Upon Payment and Discharge of the Indebtedness. The Lender shall release this Deed of Trust and the lien hereof by proper instrument upon payment and discharge of all Indebtedness, including payment of all reasonable expenses incurred by Lender in connection with the execution of such release.

27. Notices Any notices, communications and waivers under this Deed of Trust shall be in writing and shall be (a) delivered in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by overnight express carrier, addressed in each case as follows:

To Lender	The Huntington National Bank 8085 S. Chester St., Ste. 201 Centennial, CO 80112 Attn: Jason Weimer
With a copy to:	Polsinelli PC 1401 Lawrence Street, Suite 2300 Denver, CO 80202 Attn: Michael Strand
To Borrower:	VA7 Covey Meredith, LLC c/o FPA Multifamily, LLC 2082 Michelson Drive 4th Floor Irvine, CA 92612 Attn: Michael B. Earl
With copy to:	Nancy Dubonnet APC 2082 Michelson Drive, Suite 450 Irvine, CA 92612 Attn: Nancy Dubonnet, Esq.

or to any other address as to any of the parties hereto, as such party shall designate in a written notice to the other party hereto. All notices sent pursuant to the terms of this Section shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by overnight, express carrier, then on the next Business Day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third Business Day following the day sent or when actually received.

28. Waiver of Right to Redeem - Waiver of Appraisal, Valuation, Etc. Borrower shall not and will not apply for or avail itself of any appraisal, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the



benefit of such Moratorium Laws. Borrower for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Property sold as an entirety. In the event of any sale made under or by virtue of this instrument, the whole of the Mortgaged Property may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as Lender may determine in its sole discretion. Lender shall have the right to become the purchaser at any sale made under or by virtue of this instrument and Lender so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Lender with the amount payable to Lender out of the net proceeds of such sale. In the event of any such sale, the outstanding principal amount of the Loan and the other Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Borrower acknowledges that the Mortgaged Property does not constitute agricultural real estate or residential real estate. To the fullest extent permitted by law, Borrower, on behalf of Borrower, and each and every person acquiring any interest in, or title to the Mortgaged Property described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by Applicable Laws, hereby voluntarily and knowingly waives (i) any and all rights of redemption pursuant to Applicable Laws, and (ii) any and all rights of reinstatement.

29. Protective Advances.

(a) Advances, disbursements and expenditures made by Lender for the following purposes, whether before and during a foreclosure, and at any time prior to sale, and, where applicable, after sale, and during the pendency of any related proceedings, for the following purposes, shall, in addition to those otherwise authorized by this Deed of Trust, constitute "Protective Advances":

(i) all advances by Lender in accordance with the terms of this Deed of Trust to: (A) preserve or maintain, repair, restore or rebuild the improvements upon the Mortgaged Property; (B) preserve the lien of this Deed of Trust or the priority thereof; or (C) enforce this Deed of Trust;

(ii) payments by Lender of: (A) when due, installments of principal, interest or other obligations in accordance with the terms of any prior lien or encumbrance; (B) when due, installments of real estate taxes and assessments, general and special and all other taxes and assessments of any kind or nature whatsoever which are assessed or imposed upon the mortgaged real estate or any part thereof; (C) other obligations authorized by this Deed of Trust; or (D) with court approval, any other amounts in connection with other liens, encumbrances or interests reasonably necessary to preserve the status of title to the Mortgaged Property;

(iii) advances by Lender in settlement or compromise of any claims asserted by claimants under any prior liens encumbering the Mortgaged Property;

(iv) reasonable attorneys' fees and other costs incurred: (A) in connection with the foreclosure of this Deed of Trust; (B) in connection with any action, suit or proceeding brought by or against Lender for the enforcement of this Deed of Trust or arising from

the interest of Lender hereunder or under any of the other Loan Documents; or (C) in the preparation for the commencement or defense of any such foreclosure or other action;

(v) Lender's fees and costs, including reasonable attorneys' fees, arising between the entry of judgment of foreclosure and the confirmation hearing;

(vi) advances of any amount required to make up a deficiency in deposits for installments of taxes and assessments and insurance premiums as may be authorized by this Deed of Trust;

(vii) expenses deductible from proceeds of sale as permitted pursuant to Applicable Laws; and

(viii) expenses incurred and expenditures made by Lender for any one or more of the following: (A) premiums for casualty and liability insurance paid by Lender whether or not Lender or a receiver is in possession, if reasonably required, in reasonable amounts, and all renewals thereof, without regard to the limitation to maintaining of existing insurance in effect at the time any receiver or mortgagee takes possession of the mortgaged real estate; (B) repair or restoration of damage or destruction in excess of available Insurance Proceeds or condemnation awards; (C) payments required or deemed by Lender to be for the benefit of the Mortgaged Property under any grant or declaration of easement, easement agreement, agreement with any adjoining land owners or instruments creating covenants or restrictions for the benefit of or affecting the Mortgaged Property; (D) shared or common expense assessments payable to any association or corporation in which the owner of the mortgaged real estate is a member in any way affecting the Mortgaged Property; (E) pursuant to any Lease or other agreement for occupancy of the mortgaged real estate.

(b) All Protective Advances shall be so much additional Indebtedness, and shall become immediately due and payable without notice and with interest thereon from the date of the advance until paid at the Default Rate.

(c) This Deed of Trust shall be a lien for all Protective Advances as to subsequent purchasers and judgment creditors from the time this Deed of Trust is recorded.

(d) All Protective Advances shall, except to the extent, if any, that any of the same is clearly contrary to or inconsistent with the provisions of Applicable Laws, apply to and be included in the:

(i) determination of the amount of Indebtedness at any time;

(ii) indebtedness found due and owing to Lender in the judgment of foreclosure and any subsequent supplemental judgments, orders, adjudications or findings by the court of any additional indebtedness becoming due after such entry of judgment, it being agreed that in any foreclosure judgment, the court may reserve jurisdiction for such purpose;

(iii) determination of amounts deductible from sale proceeds pursuant to Applicable Laws;

(iv) application of income in the hands of any receiver or mortgagee in possession; and

(v) computation of any deficiency judgment Applicable Laws.

30. Contests. Notwithstanding anything to the contrary herein contained, Borrower shall have the right to contest by appropriate legal proceedings diligently prosecuted any Taxes imposed or assessed upon the Mortgaged Property or which may be or become a lien thereon and any mechanics', materialmen's or other liens or claims for lien upon the Mortgaged Property (each, a "Contested Liens"), and no Contested Lien shall constitute an Event of Default hereunder, if, but only if:

(a) The Borrower shall forthwith give notice of any Contested Lien to Lender at the time the same shall be asserted;

(b) The Borrower shall either pay under protest or deposit with Lender the full amount (the "Lien Amount") of such Contested Lien, together with such amount as Lender may reasonably estimate as interest or penalties which might arise during the period of contest; provided that in lieu of such payment Borrower may furnish to Lender a bond or title indemnity in such amount and form, and issued by a bond or title insuring company, as may be satisfactory to Lender;

(c) The Borrower shall diligently prosecute the contest of any Contested Lien by appropriate legal proceedings having the effect of staying the foreclosure or forfeiture of the Mortgaged Property, and shall permit Lender to be represented in any such contest and shall pay all expenses incurred, in so doing, including fees and expenses of Lender's counsel (all of which shall constitute so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand);

(d) The Borrower shall pay each such Contested Lien and all Lien Amounts together with interest and penalties thereon (i) if and to the extent that any such Contested Lien shall be determined adverse to Borrower, or (ii) forthwith upon demand by Lender if, in the opinion of Lender, and notwithstanding any such contest, the Mortgaged Property shall be in jeopardy or in danger of being forfeited or foreclosed; provided that if Borrower shall fail so to do, Lender may, but shall not be required to, pay all such Contested Liens and Lien Amounts and interest and penalties thereon and such other sums as may be necessary in the judgment of Lender to obtain the release and discharge of such liens; and any amount expended by Lender in so doing shall be so much additional Indebtedness bearing interest at the Default Rate until paid, and payable upon demand; and provided further that Lender may in such case use and apply monies deposited as provided in Subsection (b) above and may demand payment upon any bond or title indemnity furnished as aforesaid.

31. Expenses Relating to Note and Deed of Trust.

(a) The Borrower will pay all expenses, charges, costs and fees relating to the Loan or necessitated by the terms of the Note, this Deed of Trust or any of the other Loan Documents, including without limitation, Lender's reasonable attorneys' fees in connection with the negotiation, documentation, administration, servicing and enforcement of the Note, this Deed

of Trust and the other Loan Documents, all filing, registration and recording fees, all other expenses incident to the execution and acknowledgment of this Deed of Trust and all federal, state, county and municipal taxes, and other taxes (provided Borrower shall not be required to pay any income or franchise taxes of Lender), duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Note and this Deed of Trust. The Borrower recognizes that, during the term of this Deed of Trust, Lender:

(i) May be involved in court or administrative proceedings, including, without restricting the foregoing, foreclosure, probate, bankruptcy, creditors' arrangements, insolvency, housing authority and pollution control proceedings of any kind, to which Lender shall be a party by reason of the Loan Documents or in which the Loan Documents or the Mortgaged Property are involved directly or indirectly;

(ii) May make preparations following the occurrence of an Event of Default hereunder for the commencement of any suit for the foreclosure hereof, which may or may not be actually commenced;

(iii) May make preparations following the occurrence of an Event of Default hereunder for, and do work in connection with, Lender's taking possession of and managing the Mortgaged Property, which event may or may not actually occur;

(iv) May make preparations for and commence other private or public actions to remedy an Event of Default hereunder, which other actions may or may not be actually commenced;

(v) May enter into negotiations with Borrower or any of its agents, employees or attorneys in connection with the existence or curing of any Event of Default hereunder, the sale of the Mortgaged Property, the assumption of liability for any of the Indebtedness or the transfer of the Mortgaged Property in lieu of foreclosure; or

(vi) May enter into negotiations with Borrower or any of its agents, employees or attorneys pertaining to Lender's approval of actions taken or proposed to be taken by Borrower which approval is required by the terms of this Deed of Trust.

(b) All expenses, charges, costs and fees described in this Section shall be so much additional Indebtedness, shall bear interest from the date so incurred until paid at the Default Rate and shall be paid, together with said interest, by Borrower forthwith upon demand.

32. Statement of Indebtedness. The Borrower, within seven (7) days after being so requested by Lender, shall furnish a duly acknowledged written statement setting forth the amount of the debt secured by this Deed of Trust, the date to which interest has been paid and stating either that no offsets or defenses exist against such debt or, if such offsets or defenses are alleged to exist, the nature thereof.

33. Further Instruments. Upon request of Lender, Borrower shall execute, acknowledge and deliver all such additional instruments and further assurances of title and shall do or cause to be done all such further acts and things as may reasonably be necessary fully to effectuate the intent of this Deed of Trust and of the other Loan Documents.

34. Additional Indebtedness Secured. All persons and entities with any interest in the Mortgaged Property or about to acquire any such interest should be aware that this Deed of Trust secures more than the stated principal amount of the Note and interest thereon; this Deed of Trust secures any and all other amounts which may become due under the Note, any of the other Loan Documents or any other document or instrument evidencing, securing or otherwise affecting the Indebtedness, including, without limitation, any and all amounts expended by Lender to operate, manage or maintain the Mortgaged Property or to otherwise protect the Mortgaged Property or the lien of this Deed of Trust.

35. Indemnity. The Borrower hereby covenants and agrees that no liability shall be asserted or enforced against Lender in the exercise of the rights and powers granted to Lender in this Deed of Trust, and Borrower hereby expressly waives and releases any such liability, except to the extent resulting from the gross negligence or willful misconduct of Lender. The Borrower shall indemnify and save Lender harmless from and against any and all liabilities, obligations, losses, damages, claims, costs and expenses, including reasonable attorneys' fees and court costs (collectively, "Claims"), of whatever kind or nature which may be imposed on, incurred by or asserted against Lender at any time by any third party which relate to or arise from: (a) any suit or proceeding (including probate and bankruptcy proceedings), or the threat thereof, in or to which Lender may or does become a party, either as plaintiff or as a defendant, by reason of this Deed of Trust or for the purpose of protecting the lien of this Deed of Trust; (b) the offer for sale or sale of all or any portion of the Mortgaged Property; and (c) the ownership, leasing, use, operation or maintenance of the Mortgaged Property, if such Claims relate to or arise from actions taken prior to the surrender of possession of the Mortgaged Property to Lender in accordance with the terms of this Deed of Trust; provided, however, that Borrower shall not be obligated to indemnify or hold Lender harmless from and against any Claims directly arising from the gross negligence or willful misconduct of Lender. All costs provided for herein and paid for by Lender shall be so much additional Indebtedness and shall become immediately due and payable upon demand by Lender and with interest thereon from the date incurred by Lender until paid at the Default Rate.

36. Subrogation. If any part of the Indebtedness is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then by advancing the monies to make such payment, Lender shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

37. Business Loan.

(a) The Borrower declares, represents, certifies and agrees that the proceeds of the Note will be used solely for business purposes.

(b) All rights, remedies and powers provided by this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Deed of Trust are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Deed of Trust invalid or unenforceable under the provisions of Applicable Laws.

38. Concerning the Trustee.

(a) Liability of Trustee. Trustee shall have no liability or responsibility for, and make no warranties in connection with, the validity or enforceability of any of the Loan Documents or the description, value or status of title to the Mortgaged Property. Trustee shall be protected in acting upon any notice, request, consent, demand, statement, note or other paper or document believed by Trustee to be genuine and to have been signed by the party or parties purporting to sign the same. Trustee shall not be liable for any error of judgment, nor for any act done or step taken or omitted, nor for any mistakes of law or fact, nor for anything which Trustee may do or refrain from doing in good faith, nor generally shall Trustee have any accountability hereunder except for its willful misconduct or gross negligence. The powers and duties of Trustee hereunder may be exercised through such attorneys, agents or servants as Trustee may appoint, and Trustee shall have no liability or responsibility for any act, failure to act, negligence or willful misconduct of such attorney, agent or servant, so long as the selection was made with reasonable care. In addition, Trustee may consult with legal counsel selected by Trustee, and Trustee shall have no liability or responsibility by reason of any act or failure to act in accordance with the opinions of such counsel. Trustee may act hereunder and may sell or otherwise dispose of the Mortgaged Property or any part thereof as herein provided, although Trustee has been, may now be or may hereafter be, an attorney or agent of Lender, in respect of any matter or business whatsoever. Trustee, however, shall have no obligation to sell all or any part of the Mortgaged Property following an Event of Default or to take any other action authorized to be taken by Trustee hereunder except upon the demand of Lender.

(b) Indemnification of Trustee. Except to the extent arising out of the gross negligence or willful misconduct of Trustee, Borrower agrees to indemnify Trustee and to hold Trustee harmless for, from and against any and all claims and expenses directly or indirectly arising out of or resulting from any transaction, act, omission, event or circumstance in any way connected with the Mortgaged Property or the loan evidenced by the Note, including but not limited to any claim arising out of or resulting from any assertion or allegation that Trustee is liable for any act or omission of Borrower or any other person in connection with the ownership, development, financing, operation or sale of the Mortgaged Property. The agreements and indemnifications contained in this Section shall apply to claims arising both before and after the repayment of the loan evidenced by the Note and shall survive the repayment of the loan evidenced by the Note, any foreclosure or deed in lieu thereof and any other action by Trustee to enforce the rights and remedies of Lender or Trustee hereunder or under the other Loan Documents.

(c) Substitution of Trustee; Multiple Trustees. Lender shall have, and is hereby granted with warranty of further assurances, the irrevocable power to appoint a new or replacement or substitute Trustee. Such power may be exercised at any time without notice, without cause and without specifying any reason therefor, by filing for record in the office where this Deed of Trust is recorded a Substitution of Trustee. The power of appointment of a successor Trustee may be exercised as often as and whenever Lender may choose, and the exercise of the power of appointment, no matter how often, shall not be an exhaustion thereof. Upon the recordation of such Substitution of Trustee, the Trustee so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Mortgaged Property and with all the rights, powers, trusts and duties of its predecessor in the trust hereunder with like effect as if originally named as Trustee hereunder. Whenever in this Deed of

Trust reference is made to Trustee, it shall be construed to mean each person appointed as Trustee for the time being, whether original or successor in trust. All title, estate, rights, powers, trusts and duties granted to Trustee shall be in each person appointed as Trustee so that any action hereunder by any person appointed as Trustee shall for all purposes be deemed to be, and as effective as, the action of all Trustees.

(d) Trustee's Sale. Upon the occurrence of an Event of Default, if Lender should elect to have the Mortgaged Property sold by the Trustee under the Trustee's power of sale, the Trustee shall execute a written notice of such Event of Default and of Lender's election to cause the Mortgaged Property to be sold to satisfy the Indebtedness. As a condition precedent to any sale, Trustee shall give and record such notice as the law then requires. When the minimum period of time required by law after such notice has elapsed, Trustee, without notice to or demand upon Borrower except as required by law, shall sell the Mortgaged Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner and order, all as Lender in its sole discretion may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at time of sale. Neither Borrower nor any other person or entity other than Lender shall have the right to direct the order in which the Mortgaged Property is sold. Subject to requirements and limits imposed by law, Trustee may from time to time postpone sale of all or any portion of the Mortgaged Property by public announcement at such time and place of sale. Trustee shall deliver to the purchaser at such sale a deed conveying the Mortgaged Property or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Lender, may purchase at the sale.

(e) Trustee Application of Proceeds. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of conducting the sale, including the payment of the Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as provided herein from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the clerk of district court of the county in which the sale took place.

39. State Specific Provisions. The following state-specific terms and conditions shall control over any inconsistent provisions of this Deed of Trust:

(a) Fixture Filing. This Deed of Trust will be filed in the county where the Land is located and will also operate from the date of such filing as a fixture filing in accordance with the Code, as amended or recodified from time to time and other applicable provisions of the Code.

(b) Future Advances and Obligations. This Deed of Trust secures advances, including future advances (whether obligatory or optional), up to a total maximum principal amount of \$41,756,000.00, but this stated maximum principal amount will not otherwise be construed to limit the amount or scope of the Indebtedness. Such total maximum principal amount may include any sums or portions thereof included within the Indebtedness from time to time as may be designated by Lender.

(c) Election to Foreclose as a Mortgage. Upon the occurrence of an Event of Default, Lender shall have the option to foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property, and Lender shall be entitled to recover in such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be fixed by the court. The proceeds or avails of a sale pursuant to the foreclosure of this Deed of Trust as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Mortgaged Property, and attorneys' fees as herein provided, second to pay to Lender the then outstanding amount of the Indebtedness with interest at the rate set forth in the Note, and third to the person so entitled. Lender may purchase all or any part of the Mortgaged Property at such sale.

(d) Indemnification Obligations Not Secured. Notwithstanding anything to the contrary contained herein or in any other Loan Document, no indemnification obligation of Borrower shall be deemed to be secured by this Deed of Trust.

40. Miscellaneous.

(a) Successors and Assigns. This Deed of Trust and all provisions hereof shall be binding upon and enforceable against Borrower and its assigns and other successors. This Deed of Trust and all provisions hereof shall inure to the benefit of Lender, its successors and assigns and any holder or holders, from time to time, of the Note.

(b) Invalidity of Provisions. In the event that any provision of this Deed of Trust is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Borrower and Lender shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Deed of Trust and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

(c) Governing Law. **THIS INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF COLORADO. NOTWITHSTANDING THE FOREGOING, AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDING TO THE LAWS OF THE STATE OF UTAH.** Whenever possible, each provision of this Deed of Trust and any other statement, instrument or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under such Applicable Laws, but, if any provision of this Deed of Trust or any other statement, instrument or transaction contemplated hereby or relating hereto shall be held to be prohibited or invalid under such Applicable Laws, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Deed of Trust or any other statement, instrument or transaction contemplated hereby or relating hereto.



(d) Municipal Requirements. The Borrower shall not by act or omission permit any building or other improvement on premises not subject to the lien of this Deed of Trust to rely on the Mortgaged Property or any part thereof or any interest therein to fulfill any municipal or governmental requirement, and Borrower hereby assigns to Lender any and all rights to give consent for all or any portion of the Mortgaged Property or any interest therein to be so used. Similarly, no building or other improvement on the Mortgaged Property shall rely on any premises not subject to the lien of this Deed of Trust or any interest therein to fulfill any governmental or municipal requirement. Any act or omission by Borrower which would result in a violation of any of the provisions of this Subsection shall be void.

(e) Litigation. Borrower, at its sole cost and expense, shall appear in and defend any dispute, action, suit or proceeding purporting to relate to or affect the Note, the Loan Agreement or the security therefor, including, without limitation, this Deed of Trust or the Mortgaged Property. If any action or proceeding relating to or affecting the Note, this Deed of Trust, the Loan Agreement or the Mortgaged Property is commenced or threatened, to which action or proceeding lender is made a party, or in which it becomes necessary or desirable, in Lender's reasonable opinion, to defend or uphold, or to consider defending or upholding, the lien of this Deed of Trust, or to protect the Mortgaged Property or any part thereof, or to exercise, or to obtain the right to exercise, any of Lender's rights, powers and remedies hereunder, including, without limitation, any foreclosure or commencement of foreclosure proceedings, probate proceedings and bankruptcy, insolvency, arrangement, reorganization or other debtor-relief proceedings, or with respect to which Lender otherwise incurs costs or expenses, all sums paid by Lender in order to determine the merits thereof, to establish or defend the rights and liens of this Deed of Trust, to protect the Mortgaged Property or any part thereof and to exercise, or to obtain the right to exercise, any of Lender's rights, powers and remedies hereunder, and/or otherwise incurred by Lender in connection therewith (including, without limitation, attorneys' fees and costs and allowances prior to trial, at trial and on appeal) and whether suit be brought or not, and whether or not Lender prevails therein, shall be paid, upon demand, to Lender by Borrower, together with interest thereon at the Default Rate from the date incurred, and any such sum or sums shall be secured thereby.

(f) Adjustable Rate Note. The Note secured by this Deed of Trust provides for adjustments in its Interest Rate from time to time in accordance with its terms. Reference is made to the Note for the time, terms and conditions of the adjustments in the Interest Rate. Such times, terms and conditions are incorporated herein by reference.

(g) Rights of Tenants. The Lender shall have the right and option to commence a civil action to foreclose this Deed of Trust and to obtain a decree of foreclosure and sale subject to the rights of any tenant or tenants of the Mortgaged Property having an interest in the Mortgaged Property prior to that of Lender. The failure to join any such tenant or tenants of the Mortgaged Property as party defendant or defendants in any such civil action or the failure of any decree of foreclosure and sale to foreclose their rights shall not be asserted by Borrower as a defense in any civil action instituted to collect the Indebtedness, or any part thereof or any deficiency remaining unpaid after foreclosure and sale of the Mortgaged Property, any statute or rule of law at any time existing to the contrary notwithstanding.

(h) Option of Lender to Subordinate. At the option of Lender, this Deed of Trust shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender of a unilateral declaration to that effect and the recording thereof in the Office of the Recorder of Deeds in and for the county wherein the Mortgaged Property are situated.

(i) Mortgagee-in-Possession. Nothing herein contained shall be construed as constituting Lender a mortgagee-in-possession in the absence of the actual taking of possession of the Mortgaged Property by Lender pursuant to this Deed of Trust.

(j) Relationship of Lender and Borrower. The Lender shall in no event be construed for any purpose to be a partner, joint venturer, agent or associate of Borrower or of any lessee, operator, concessionaire or licensee of Borrower in the conduct of their respective businesses, and, without limiting the foregoing, Lender shall not be deemed to be such partner, joint venturer, agent or associate on account of Lender becoming a mortgagee-in-possession or exercising any rights pursuant to this Deed of Trust, any of the other Loan Documents, or otherwise. The relationship of Borrower and Lender hereunder is solely that of debtor/creditor.

(k) Time of the Essence. Time is of the essence of the payment by Borrower of all amounts due and owing to Lender under the Note and the other Loan Documents and the performance and observance by Borrower of all terms, conditions, obligations and agreements contained in this Deed of Trust and the other Loan Documents.

(l) No Merger. The parties hereto intend that the Deed of Trust and the lien hereof shall not merge in fee simple title to the Mortgaged Property, and if Lender acquires any additional or other interest in or to the Mortgaged Property or the ownership thereof, then, unless a contrary intent is manifested by Lender as evidenced by an express statement to that effect in an appropriate document duly recorded, this Deed of Trust and the lien hereof shall not merge in the fee simple title and this Deed of Trust may be foreclosed as if owned by a stranger to the fee simple title.

(m) **CONSENT TO JURISDICTION. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS DEED OF TRUST SHALL BE LITIGATED IN THE DISTRICT COURT OF THE CITY AND COUNTY OF DENVER, COLORADO, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS DEED OF TRUST. BORROWER WAIVES ANY**

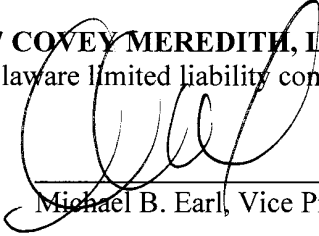
**CLAIM THAT THE DISTRICT COURT OF THE CITY AND COUNTY OF DENVER, COLORADO, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR BORROWER SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY LENDER OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.**

**(n) WAIVER OF JURY TRIAL. BORROWER HEREBY ACKNOWLEDGES THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY OF ANY CONTROVERSY RELATED IN ANY WAY TO THIS DEED OF TRUST, THE LOAN AGREEMENT OR ANY OF THE LOAN DOCUMENTS MAY EXCEED THE TIME AND EXPENSE REQUIRED FOR A TRIAL WITHOUT A JURY, AND HEREBY KNOWINGLY AND VOLUNTARILY, AND FOR ITS OWN BENEFIT, WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF ANY LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS DEED OF TRUST, THE LOAN AGREEMENT OR ANY OF THE LOAN DOCUMENTS, AND WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF LENDER.**

(Remainder of page intentionally left blank)

**IN WITNESS WHEREOF**, Borrower has executed and delivered this Deed of Trust, Security Agreement, Fixture Filing and Assignment of Leases and Rents to be effective as of the date first above written.

**VA7 COVEY MEREDITH, LLC,**  
a Delaware limited liability company

By:   
Michael B. Earl, Vice President

**ACKNOWLEDGMENT**

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

State of California )

County of ORANGE )

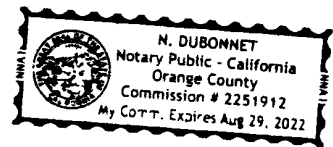
On 9-20-21, 2021, before me, N. Dubonnet, a Notary Public, personally appeared Michael B. Earl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)



(Signature Page to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing)

## EXHIBIT A

### Legal Description of the Land

#### PARCEL 1:

Beginning at a point 5 rods West of the Southeast corner of Lot 2, Block 14, Plat "D", Salt Lake City Survey and running thence West 7 feet; thence North 10 rods; thence East 7 feet; thence South 10 rods to the place of beginning.

ALSO: Beginning 3-1/2 rods West from the Northeast corner of Lot 3, Block 14, Plat "D". Salt Lake City Survey and running thence West 4 rods; thence South 10 rods; thence East 4 rods; thence North 10 rods to the point of beginning.

#### PARCEL 2:

Beginning at a point which is the Northeast corner of Lot 4, Block 14, Plat "D", Salt Lake City Survey; and running thence South 89°58'44" West 222.742 feet along the North line of Lot 4 to a point on the North line of Lot 3; thence South 00°01'16" East 165.00 feet to a point on the South line of Lot 3; thence North 89°58'33" East 56.273 feet along the South line of Lot 3 to a point on the South line of Lot 4; thence South 00°02'56" East 2.104 feet; thence North 89°38'30" East 36.307 feet; thence North 00°17'39" East 1.892 feet to a point on the South line of Lot 4; thence North 89°58'33" East 130.159 feet along the South line of Lot 4 to the Southeast corner of said lot; thence North 00°01'27" East (as surveyed North 00°01'27" West) 164.989 feet along the East line of Lot 4 to the point of beginning.

#### PARCEL 3:

Beginning at a point which is the Southeast corner of Lot 1, Block 14, Plat "D", Salt Lake City Survey; and running thence South 89°58'45" West 247.500 feet; thence North 00°01'27" West 165.000 feet; thence North 89°58'33" East 81.023 feet; thence South 00°02'56" East 2.104 feet; thence North 89°38'30" East 36.307 feet; thence North 00°17'39" West (as surveyed North 00°17'39" East) 1.892 feet; thence North 89°58'33" East 130.159 feet; thence South 00°01'27" East 165.013 feet to the point of beginning.

#### For informational purposes only:

Tax Parcel ID Nos. 09-31-380-016, 09-31-380-037 and 09-31-380-038  
Property Address: 160 East First Avenue, Salt Lake City, UT 84103, and  
239 East South Temple Street, Salt Lake City, UT 84111