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

This SECOND AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of the 11th day of March, 2022, by B.H. PROVO LLC, a California limited liability company (herein referred to as "Trustor"), whose mailing address is 11111 Santa Monica Boulevard, Suite 600, Los Angeles, California 90025, to METRO NATIONAL TITLE, a Utah corporation ("Initial Trustee"), whose mailing address is P.O. Box 2240, Brea, California 92822, for the benefit of BANK OF AMERICA, N.A., a national banking association, as Administrative Agent for the Lenders (as hereinafter defined) now or hereafter parties to the Facility Agreement (as hereinafter defined) together with its successors and assigns solely in their capacity as Administrative Agent, and any successor Administrative Agent under the Facility Agreement ("Administrative Agent"), whose mailing address is 333 So. Hope Street, 20<sup>th</sup> Floor, Los Angeles, California 90071.

Recitals

A. Trustor and Bank of America, N.A., a national banking association ("Bank"), have previously entered into that certain Facility Agreement dated as of December 20, 2017 (as modified, the "Original Facility Agreement") by and among Bank, Trustor, Arsalan Gozini and others pursuant to which Bank (as defined herein) made a loan (the "Loan") to Trustor and others in the original maximum principal amount of One Hundred Million and No/100 Dollars (\$100,000,000.00), which Loan is secured by, among other things that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the "Initial Deed of Trust") from Trustor for the benefit of Lender dated as of December 20, 2017 and recorded on December 21, 2017 as Recording No. 127127:2017 in the Official Records of Utah County, Utah ("Official Records"), encumbering certain real and personal property as therein described.

B. By a First Modification to Facility Agreement dated as of August 27, 2019, Bank, Trustor and others agreed to increase the maximum principal amount of the Loan to One Hundred Million Thirty-Three Million and No/100 Dollars (\$133,000,000.00), and in connection therewith Trustor and Bank amended the Initial Deed of Trust by that certain First Amendment to Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of August 27, 2019, and recorded on August 29, 2019 as Recording No. 83858:2019 in the Official Records (collectively, the "Original Deed of Trust").

C. Trustor and others have requested Bank to among other things, extend the term of the Loan and increase the amount of the Loan to One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00), and Bank has agreed to do so and, in connection therewith, desires to modify the existing loan documents to facilitate the possible joinder of other lenders in the making of the Loan. In

connection therewith, an Amended and Restated Facility Agreement dated as of the date hereof (as from time to time amended, supplemented, restated or otherwise modified, the "Facility Agreement") is being entered into by and among Administrative Agent, Trustor, Arsalan Gozini and Affiliated Borrowers (defined below), which agreement amends and restates the Original Facility Agreement in its entirety. As a condition precedent to the effectiveness of the Facility Agreement, Administrative Agent has required that Trustor execute and deliver this Agreement for the benefit of Agent and Lenders.

D. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Trustor, and in order to induce Lenders to make the Additional Advance, Trustor agrees as follows:

Agreement

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Original Deed of Trust.

2. Recitals. The recitals set forth above are true, accurate and correct.

3. Reaffirmation of Deed of Trust. Trustor reaffirms all of its obligations under the Deed of Trust, and acknowledges that it has no claims, offsets or defenses with respect to the payment of sums due thereunder.

4. Amendments to Deed of Trust.

(a) The following definitions in Article I of the Original Deed of Trust are hereby added or amended in alphabetical order to read as follows:

"Accessories" means all fixtures, fittings, apparatus, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property and replacements thereof, of every kind and character, tangible and intangible (including software embedded therein), now owned or hereafter acquired by Trustor, which are now or hereafter attached to, affixed to, placed upon or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all Additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land, but excluding the Movable Personal Property.

"Administrative Agent" has the meaning set forth in the Preamble.

"Affiliated Borrower" or "Affiliated Borrowers" means one or more of BH Equities 70 LLC, a Delaware limited liability company, B.H. 301 Stacy Road, LLC, a California limited liability company, B.H. 3640 Central Avenue, LLC, a California limited liability company, B.H. 5751 Long Prairie Road, LLC, a California limited liability company, B.H. 13620 North 35th Avenue, LLC, a California limited liability company, B.H. 19019 North 59th Avenue, LLC, a California limited liability company, B.H. 19019 N 59th Avenue Honeywell, LLC, a California limited liability company, B.H. 40767 Cannel Street, LLC, a California limited liability company, B.H. Camino Del Rio, LLC, a California limited liability company, B.H. Central, LLC, a California limited liability company, B.H. Enon Springs, LLC, a California limited liability company, B.H. Goethe Bicentennial, LLC, a California limited liability company, B.H. GTS, LLC, a Delaware limited liability company, BH Investments LLC, a California limited liability

company, B.H. Islands Village, LLC, a Delaware limited liability company, B.H. Properties, LLC, a California limited liability company, B.H. Tres Puentes, LLC, a Delaware limited liability company, and Foothill Properties, LLC, a California limited liability company, and any New Borrower (as defined in the Facility Agreement) individually or collectively as the context requires. Each Affiliated Borrower is an Affiliate of all of the other Affiliated Borrowers.

“Affiliated Borrower Environmental Agreement” or “Affiliated Borrower Environmental Agreements” means, individually or collectively as the context requires, the environmental indemnification and release agreements or amended and restated environmental indemnification and release agreements, as applicable by each Affiliated Borrower and Guarantor to and for the benefit of Administrative Agent and each of the Lenders pertaining to the Affiliated Borrower Property of such Affiliated Borrower, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified. Each Affiliated Borrower Environmental Agreement is one of the Affiliated Borrower Loan Documents, but this Deed of Trust does not secure the obligations of the Affiliated Borrowers or Guarantor under their respective Affiliated Borrower Environmental Agreements.

“Affiliated Borrower Mortgage” or “Affiliated Borrower Mortgages” means the 300/400 Northeast Mortgage, the Aerofund Financial Plaza Mortgage, the Bicentennial Way Mortgage, the Central Riverside Mortgage, the Freeway Corporate Park Mortgage, the Gilbert Town Square Mortgage, the Gilbert Town Square II Mortgage, the Hidalgo Mortgage, the Honeywell Mortgage, the Islands Village Mortgage, the Laredo Mortgage, the NE Commerce Mortgage, the Robertson’s Creek Mortgage, the Shops at Enon Springs Mortgage, the St. Cloud Mortgage, the Thunderbird Mortgage, the Village at Fairview Mortgage, the Vineyard Mortgage, and each Mortgage (as defined in the Facility Agreement) delivered by any New Borrower (as defined in the Facility Agreement) with respect to any New Property (as defined in the Facility Agreement), as amended, modified, supplemented, restated, replaced, extended or renewed from time to time, individually or collectively as the context requires

“Affiliated Borrower Obligations” means all present and future debts, advances, obligations and liabilities of each Affiliated Borrower to Lenders, Beneficiary and/or Trustee arising pursuant to, and/or on account of, the provisions of any Affiliated Borrower Mortgage, the Note or any of the other Affiliated Borrower Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Note; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under, and as defined in, any Affiliated Borrower Mortgage or any of the other Affiliated Borrower Loan Documents, together with interest thereon as herein or therein provided; (c) to pay and perform all obligations of each Affiliated Borrower under any Hedge Agreement between an Affiliated Borrower and Hedge Bank (as defined in the Facility Agreement) or its affiliate; (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which each Affiliated Borrower is required to perform, observe or comply with pursuant to any Affiliated Borrower Mortgage or any of the other Affiliated Borrower Loan Documents; and (e) to pay and perform all future advances and other obligations that any Affiliated Borrower or any successor in ownership of all or part of any Affiliated Borrower Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Lenders, when a writing evidences the parties’ agreement that the advance or obligation be secured by this Deed of Trust; excluding, however, the debts, obligations and liabilities of Trustor under the Environmental Agreement and the debts, obligations and liabilities of any Affiliated Borrower under any Affiliated Borrower Environmental Agreement. This Deed of Trust does not secure the Environmental Agreement, the Guaranty or any other Loan Document that is expressly stated to be unsecured or any

Affiliated Borrower Environmental Agreement or any other Affiliated Borrower Loan Document that is expressly stated to be unsecured.

“Affiliated Borrower Property” or “Affiliated Borrower Properties” means the 300/400 Northeast Property, the Aerofund Financial Plaza Property, the Bicentennial Way Property, the Central Riverside Property, the Freeway Corporate Park Property, the Gilbert Town Square Property, the Gilbert Town Square II Property, the Hidalgo Property, the Honeywell Property, the Islands Village Property, the Laredo Property, the NE Commerce Property, the Robertson’s Creek Property, the Shops at Enon Springs Property, the St. Cloud Property, the Thunderbird Property, the Village at Fairview Property, the Vineyard Property, and any New Property (as defined in the Facility Agreement), individually or collectively as the context requires

“Beneficiary” means Administrative Agent and its successors and assigns.

“Controlled Substances Act” means the Controlled Substances Act (21 U.S.C. Sections 801 et seq.), as amended from time to time, and any successor statute.

“Environmental Agreement” means the Amended and Restated Environmental Indemnity Agreement dated as of March 11, 2022 by and between Trustor and Guarantor to and for the benefit of Administrative Agent and the Lenders pertaining to the Property, as the same may from time to time be extended, amended, restated, supplemented, or otherwise modified. The Environmental Agreement is one of the Loan Documents, but this Deed of Trust does not secure the obligations of Trustor or Guarantor under the Environmental Agreement.

“Expenses” means all reasonable actual out-of-pocket fees, charges, costs and expenses of any nature whatsoever incurred at any time and from time to time (whether before or after an Event of Default) by Beneficiary, Lenders or Trustee in making, funding, administering or modifying the Loan, in protecting the security of this Deed of Trust, in negotiating or entering into any “workout” of the Loan, or in exercising or enforcing any rights, powers and remedies provided in this Deed of Trust or any of the other Loan Documents, including attorneys’ fees (which shall be limited to reasonable attorneys’ fees where incurred in connection with the enforcement of this Deed of Trust or any other Loan Documents), court costs, receiver’s fees, management fees and costs incurred in the completion, repair, maintenance and operation of, or taking possession of, or selling, the Property.

“Facility Agreement” means the Amended and Restated Facility Agreement dated as of March 11, 2022 among Arsalan Gozini, as “Sponsor”, Trustor, the Affiliated Borrowers, Administrative Agent and the Lenders which sets forth, among other things, the terms and conditions upon which the proceeds of the Loan will be disbursed, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Flood Insurance Laws” means, collectively, (a) the National Flood Insurance Act of 1968, (b) the Flood Disaster Protection Act of 1973, and (c) the National Flood Insurance Reform Act of 1994, and any regulation promulgated thereto, each as amended and together with any successor Law of such type.

“Freeway Corporate Park Mortgage” means the deed of trust, assignment of leases and rents, security agreement and fixture filing dated as of March 11, 2022 from BH Equities 70 LLC, as Trustor, to Beneficiary, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Freeway Corporate Park Property” means the real property situated at 2501 Pullman Street and 1700 E. Carnegie Avenue, Santa Ana, California, commonly known as Freeway Corporate Park and more particularly described in the Freeway Corporate Park Mortgage.

“Governmental Authority” or “Governmental Authorities” means the government of the United States or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

“Guarantor” means, individually or collectively, Arsalan Gozini, an individual, Farzaneh Gozini, as Trustee of the Arsalan Gozini 2020 Irrevocable Trust and of each Trust now or hereafter created thereunder (including without limitation the Farzaneh Gozini Exempt Trust under the Arsalan Gozini 2020 Irrevocable Trust), and Arsalan Gozini, as Trustee of the Farzaneh Gozini 2020 Irrevocable Trust and of each Trust now or hereafter created thereunder, and its, his, her or their respective heirs, personal representatives, successors and assigns.

“Guaranty” means the Amended and Restated Guaranty Agreement dated as of March 11, 2022 executed by Guarantor for the benefit of Administrative Agent, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified. The Guaranty is one of the Loan Documents, but this Deed of Trust does not secure the obligations of Guarantor under the Guaranty.

“Hedge Agreement” means any agreement relating to any Swap Transaction, including, unless the context otherwise clearly requires, any agreement or contract that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act and CFTC Regulation 1.3(xxx), any form of master agreement published by the International Swaps and Derivatives Association, Inc., and any other master agreement, entered into any time between Swap Counterparty (as defined in the Facility Agreement) and Trustor or any Affiliated Borrower (or any Affiliate of any of them), together with any related schedule and confirmation, as amended, supplemented, superseded or replaced from time to time.

“Islands Village Mortgage” means any deed of trust hereafter executed by B.H. Islands Village, LLC, as Grantor, to Beneficiary, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Laredo Mortgage” means the deed of trust, assignment of leases and rents, security agreement and fixture filing dated as of March 11, 2022 from B.H. 40767 Cannel Street, LLC, as Trustor, to Beneficiary, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Laredo Property” means the real property situated at 40767 Cannel Street, Laredo, Texas, commonly known as the Laredo property and more particularly described in the Laredo Mortgage.

“Law” or “Laws” means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits

of, and agreements with, any Governmental Authority, in each case whether or not having the force of law. With respect to Trustor and the Property, "Law" or "Laws" includes all Laws pertaining to the construction, sale, leasing or use of the Improvements and to access and facilities for handicapped or disabled persons, including without limitation and to the extent applicable, any building codes, the Controlled Substances Act, the Flood Insurance Laws, the Federal Architectural Barriers Act (42 U.S.C. § 4151 et seq.), the Fair Housing Amendments Act of 1988 (42 U.S.C. § 3601 et seq.), the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Rehabilitation Act of 1973 (29 U.S.C. § 794), each as amended to date and further amended from time to time.

"Lenders" means Bank of America, N.A. and any other lenders from time to time party to the Facility Agreement, and their respective successors and assigns, solely in their capacity as Lenders.

"Letter of Credit" or "Letters of Credit" means any letter of credit issued by Beneficiary for the account of Trustor or its nominee in connection with the Land or the Improvements, together with any and all extensions, renewals or modifications thereof, substitutions therefor or replacements thereof, if and only if evidenced by a writing reciting that the same is or are secured by this Deed of Trust.

"Loan" means the loan from Lenders to Trustor and the Affiliated Borrowers in the amount of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00), the repayment obligations in connection with which are evidenced by the Note.

"Loan Documents" means this Deed of Trust, each Affiliated Borrower Mortgage, the Note, the Guaranty, the Environmental Agreement, each Affiliated Borrower Environmental Agreement, the Facility Agreement, any Hedge Agreement, any application or reimbursement agreement executed in connection with any Letter of Credit, and any and all other documents which Trustor, Guarantor or any other party or parties have executed and delivered, or may hereafter execute and deliver, to evidence, secure or guarantee the Obligations, or any part thereof, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

"Movable Personal Property" means any item of tangible personal property owned by Trustor that is not a fixture or otherwise affixed or to become affixed to the Real Property. By way of example but not in limitation, Movable Personal Property would include desks, chairs and other furniture, curtains, portable dishwashers and portable microwave ovens, clothes washers and dryers and other portable equipment, and inventory.

"Note" means, individually and collectively, the Amended and Restated Promissory Note dated as of March 11, 2022 executed by Trustor and the Affiliated Borrowers in the original principal amount of One Hundred Fifty Million and No/100 Dollars (\$150,000,000.00) payable to the Lenders, together with all replacements and substitutes thereof, in each case, as amended, modified, replaced, restated, extended or renewed from time to time.

"Obligations" means all present and future debts, advances, obligations and liabilities of Trustor to Beneficiary, Lenders and/or Trustee arising pursuant to, and/or on account of, the provisions of this Deed of Trust, the Note or any of the other Loan Documents, including the obligations: (a) to pay all principal, interest, late charges, prepayment premiums (if any) and other amounts due at any time under the Note; (b) to pay all Expenses, indemnification payments, fees and other amounts due at any time under this Deed of Trust or any of the other Loan Documents,

together with interest thereon as herein or therein provided; (c) to pay and perform all obligations of Trustor under any Hedge Agreement between Trustor and Hedge Bank (or its affiliate) or any Lender (or its affiliates); (d) to perform, observe and comply with all of the other terms, covenants and conditions, expressed or implied, which Trustor is required to perform, observe or comply with pursuant to this Deed of Trust or any of the other Loan Documents; and (e) to pay and perform all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary or Lenders, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust; excluding, however, the debts, obligations and liabilities of Trustor, Guarantor or any other Person under the Environmental Agreement. This Deed of Trust does not secure the Environmental Agreement, the Guaranty or any other Loan Document that is expressly stated to be unsecured.

"Personalty" means all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Trustor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property, including (a) the Accessories; (b) the Accounts; (c) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Deed of Trust, and neither Beneficiary nor any Lender shall have any responsibility for the performance of Trustor's obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof; (d) all sewer and water taps, appurtenant water stock or water rights, allocations and agreements for utilities, bonds, letters of credit, letter-of-credit rights, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, deposits or escrows for taxes, insurance or other matters, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (e) all of Trustor's rights and interests under all Hedge Agreements, including all rights to the payment of money from Hedge Bank (or its affiliate) under any Hedge Agreement and all accounts, deposit accounts and general intangibles, including payment intangibles, described in any Hedge Agreement; (f) all insurance policies held by Trustor with respect to the Property or Trustor's operation thereof; and (g) all money, instruments, chattel paper, or mortgages and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Trustor with Beneficiary or any Lender related to the Property, including any such deposit account from which Trustor may from time to time authorize Beneficiary to debit and/or credit payments due with respect to the Loan; together with all Additions to and Proceeds of all of the foregoing, but excluding any Movable Personal Property.

"Real Property" means the Land and Improvements, together with (a) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, royalties, appurtenances, all development rights and credits and air rights, air space, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Trustor and belonging or appertaining to the Land or Improvements; (b) all Claims whatsoever of Trustor with respect to the Land or Improvements, either in law or in equity, in possession or in expectancy; (c) all estate, right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, now or hereafter

adjoining or appertaining to the Land or Improvements; and (d) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all Additions to and Proceeds of the foregoing.

“Rents” means all of the rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property or any part thereof, or arising from the use or enjoyment of the Property or any part thereof, including all such amounts paid under or arising from any of the Leases and all fees, charges, accounts or other payments for the use or occupancy of rooms or other public facilities within the Real Property or any part thereof.

“Robertson’s Creek Mortgage” means the deed of trust, assignment of leases and rents, security agreement and fixture filing dated as of March 11, 2022 from B.H. 5751 Long Prairie Road, LLC, as Trustor, to Beneficiary, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Robertson’s Creek Property” means the real property situated at 5751 Long Prairie Road, Flower Mound, Texas, commonly known as J.C. Penney – Robertson’s Creek and more particularly described in the Robertson’s Creek Mortgage.

“Swap Transaction” means any transaction that is a rate swap transaction, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap or option, bond option, note or bill option, interest rate option, forward foreign exchange transaction, cap transaction, spot or floor transaction, collar transaction, floor transaction, currency swap transaction, cross-currency rate swap transaction, swap option, currency option, credit swap or default transaction, T-lock, or any other similar transaction (including any option to enter into the foregoing) or any combination of the foregoing, entered into any time between Swap Counterparty (as defined in the Facility Agreement) and Trustor or any Affiliated Borrower (or any Affiliate of any of them) so long as a writing, such as a Hedge Agreement, evidences the parties’ intent that such obligations shall be secured by this Deed of Trust in connection with the Loan.

“Village at Fairview Mortgage” means the deed of trust, assignment of leases and rents, security agreement and fixture filing dated as of March 11, 2022 from B.H. 301 Stacy Road, LLC, as Trustor, to Beneficiary, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Village at Fairview Property” means the real property situated at 301 Stacy Road, Fairview, Texas, commonly known as J.C. Penney – Village at Fairview and more particularly described in the Village at Fairview Mortgage.

(b) The following definitions are hereby deleted in their entirety from the Original Deed of Trust and any and all references therein are deleted and shall be of no further force and effect: Armour Mortgage, Armour Property, Goethe Road Mortgage, Goethe Road Property, Lionel Mortgage, and Lionel Property.

(c) Section 2.1 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:



“Section 2.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations and the Affiliated Borrower Obligations, Trustor (a) irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest that Trustor now has or may later acquire in and to the Real Property; (b) grants to Beneficiary a security interest in the Personalty; (c) assigns to Beneficiary, and grants to Beneficiary a security interest in, all Condemnation Awards and all Insurance Proceeds; and (d) assigns to Beneficiary, and grants to Beneficiary a security interest in, all of Trustor’s right, title and interest in, but not any of Trustor’s obligations or liabilities under, all Design and Construction Documents, all Contracts of Sale and all Refinancing Commitments. All Persons who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of (a) the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations and (b) the Affiliated Borrower Obligations and each other agreement or instrument made or entered into in connection with each of the Affiliated Borrower Obligations. Such terms include (a) any provisions in the Note, the Facility Agreement or any Hedge Agreement between Trustor and Hedge Bank (or its affiliate) which provide that the interest rate on one or more of the Obligations may vary from time to time and (b) any provisions in any Affiliated Borrower Hedge Agreement between an Affiliated Borrower and Hedge Bank (or its affiliate) which provide that the interest rate on one or more of the Affiliated Borrower Obligations may vary from time to time. The definition of “Obligations” includes future advances.”

(d) Section 2.2 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 2.2 Absolute Assignment of Leases and Rents.

In consideration of the making of the Loan by Lenders to Trustor, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor absolutely and unconditionally assigns the Leases and Rents to Beneficiary. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Trustor to Beneficiary of all of Trustor’s right, title and interest in and to the Leases and the Rents and not an assignment in the nature of a pledge of the Leases and Rents or the mere grant of a security interest therein. So long as no uncured Event of Default exists, however, Trustor shall have a license (which license shall terminate automatically and without notice upon the occurrence of an Event of Default) to collect, but not prior to accrual, all Rents. Trustor agrees to use the Rents for the payment of the then due and payable costs of operating and maintaining the Property and for the payment of the other Obligations and the Affiliated Borrower Obligations which are then due and payable before using the Rents for any other purpose, and to collect and hold all Rents in trust for Beneficiary and/or Lenders until such amounts have been paid. This Section 2.2 is subject to the Utah Uniform Assignment of Rents Act, UCA Section 57-26-101 et seq. (the “Act”), and in the event of any conflict or inconsistency between the provisions of this Section 2.2 and the provisions of the Act, the provisions of the Act shall control and Beneficiary shall have all rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.”

(e) Section 2.3 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 2.3 Security Agreement, Fixture Filing and Financing Statement.

This Deed of Trust creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Deed of Trust constitutes a security agreement from Trustor to Beneficiary under the Uniform Commercial Code of the State. Notwithstanding anything herein or in any other Loan Documents to the contrary, this Deed of Trust does not grant to Beneficiary a security interest in any Movable Personal Property. In addition to all of its other rights under this Deed of Trust and otherwise, Beneficiary shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each county where any part of the Property (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or recording office. The respective mailing addresses of Trustor and Beneficiary are set forth in the opening paragraph of this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or any other financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section. Trustor hereby irrevocably authorizes Beneficiary at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Beneficiary to establish or maintain the validity, perfection and priority of the security interests granted in this Deed of Trust. Any initial financing statements and amendments thereto may (a) indicate the Personalty: (i) as all assets of Trustor or words of similar effect, regardless of whether any particular asset comprised in the Personalty falls within the scope of Article 9a of the Uniform Commercial Code of the State of Utah or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) provide any other information required by Part 5 of Article 9a of the Uniform Commercial Code of the State of Utah, or such other jurisdiction, for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Trustor is an organization, the type of organization and any organization identification number issued to Trustor. Trustor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of Beneficiary and agrees that it will not do so without the prior written consent of Beneficiary, subject to Trustor’s rights under Section 9a-509 of the Utah Uniform Commercial Code.”

(f) Section 2.4 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 2.4 Reconveyance of Deed of Trust and Termination of Assignments and Financing Statements

If and when (a) Trustor has paid and performed all of the Obligations, each Affiliated Borrower has paid and performed all of the Affiliated Borrower Obligations, in

each case other than contingent obligations which have not yet become non-contingent, and no further advances are to be made under the Facility Agreement, or (b) Trustor has satisfied the conditions set forth in Exhibit U to the Facility Agreement with respect to the Property, Beneficiary or Trustee, will provide a reconveyance of the Property from the lien of this Deed of Trust and termination statements for filed financing statements, if any, to Trustor. Trustor shall be responsible for the recordation of such reconveyance and the payment of any recording and filing costs. Upon the recording of such reconveyance in the real estate records in the county where the Property is located and the filing of such termination statements in the appropriate filing office, the absolute assignments set forth in Section 2.2 shall automatically terminate and become null and void.”

(g) Section 4.3 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 4.3 Permitted Contests.

Trustor shall not be required to pay any of the Property Assessments, or to comply with any Law, so long as Trustor shall in good faith, and at its cost and expense, contest the amount or validity thereof, or take other appropriate action with respect thereto, in good faith and in an appropriate manner or by appropriate proceedings; provided that (a) such proceedings operate to prevent the collection of, or other realization upon, such Property Assessments or enforcement of the Law so contested, (b) there will be no sale, forfeiture or loss of the Property during the contest, (c) Beneficiary, Lenders, Trustee or the Property is not subject to any Claim as a result of such contest, and (d) Trustor provides assurances satisfactory to Beneficiary (including the establishment of an appropriate reserve account with Beneficiary) of its ability to pay such Property Assessments or comply with such Law in the event Trustor is unsuccessful in its contest. Each such contest shall be promptly prosecuted to final conclusion or settlement, and Trustor shall indemnify and save Beneficiary, Lenders and Trustee harmless against all Claims in connection therewith. Promptly after the settlement or conclusion of such contest or action, Trustor shall comply with such Law and/or pay and discharge the amounts which shall be levied, assessed or imposed or determined to be payable, together with all penalties, fines, interests, costs and expenses in connection therewith.”

(h) Section 4.7 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 4.7 Subrogation.

To the extent permitted by Law, Beneficiary shall be subrogated, notwithstanding its release of record, to any Lien now or hereafter existing on the Property to the extent that such Lien is paid or discharged by Beneficiary or Lenders whether or not from the proceeds of the Loan. This Section shall not be deemed or construed, however, to obligate Beneficiary or Lenders to pay or discharge any Lien.”

(i) Section 4.8 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 4.8 Leases.

(a) Except as expressly permitted in the Facility Agreement, Trustor shall not enter into any Lease with respect to all or any portion of the Property without the prior written consent of Beneficiary

(b) Neither Trustee, Beneficiary, nor any Lender shall be obligated to perform or discharge any obligation of Trustor under any Lease. The assignment of Leases provided for in this Deed of Trust in no manner places on Beneficiary, Lenders or Trustee any responsibility for (i) the control, care, management or repair of the Property, (ii) the carrying out of any of the terms and conditions of the Leases, (iii) any waste committed on the Property, or (iv) any dangerous or defective condition on the Property (whether known or unknown).

(c) No approval of any Lease by Beneficiary shall be for any purpose other than to protect Beneficiary's security and to preserve Beneficiary's and Lenders' rights under the Loan Documents, and no such approval shall result in a waiver of a Default or Event of Default."

(j) The last sentence of Section 5.1 of the Original Deed of Trust is deleted in its entirety and replaced with the following:

"Trustor agrees that it shall indemnify and hold Beneficiary and Lenders harmless against any loss or liability, cost or expense, including any judgments, attorneys' fees and costs, costs of appeal bonds and printing costs, arising out of or relating to any proceeding instituted by any claimant alleging priority over the lien of this Deed of Trust."

(k) The fifth sentence of Section 7.7 of the Original Deed of Trust is deleted in its entirety and replaced with the following:

"It shall be deemed commercially reasonable for the Trustee and/or Beneficiary to dispose of the Personalty without giving any warranties as to the Personalty and specifically disclaiming all disposition warranties."

(l) The second to last sentence of Section 8.1 of the Original Deed of Trust is deleted in its entirety and replaced with the following:

"Trustee may act hereunder and may sell or otherwise dispose of the Property or any part thereof as herein provided, although Trustee has been, may now be or may hereafter be, an attorney, officer, agent or employee of Beneficiary or any Lender, in respect of any matter or business whatsoever."

(m) Section 9.1 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

"Section 9.1 No Waiver by Beneficiary or Trustee.

Each right, power and remedy of Beneficiary or Trustee as provided for in this Deed of Trust, or in any of the other Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the

exercise by Beneficiary or Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Beneficiary, Lenders or Trustee of any or all such other rights, powers or remedies.”

(n) Section 9.2 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 9.2 Rights, Powers and Remedies Cumulative.

No course of dealing or conduct by or among Beneficiary, Lenders, Trustee and Trustor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Loan Documents. No failure or delay by Beneficiary or Trustee to insist upon the strict performance of any term, covenant or agreement of this Deed of Trust or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Beneficiary or Trustee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations or the Affiliated Borrower Obligations, neither Beneficiary, Lenders nor Trustee shall be deemed to waive the right either to require prompt payment when due of all other Obligations or of all other Affiliated Borrower Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations or the Affiliated Borrower Obligations. Neither Trustor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations or the Affiliated Borrower Obligations shall be relieved of such liability by reason of (a) the failure of Beneficiary to comply with any request of Trustor or of any other Person to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Beneficiary, or (c) Beneficiary’s extending the time of payment or modifying the terms of this Deed of Trust or any of the other Loan Documents without first having obtained the consent of Trustor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Property, Beneficiary may release any Person at any time liable for any of the Obligations or the Affiliated Borrower Obligations or any part of the security for the Obligations or the Affiliated Borrower Obligations and may extend the time of payment or otherwise modify the terms of this Deed of Trust or any of the other Loan Documents and the Affiliated Borrower Obligations without in any way impairing or affecting the Lien of this Deed of Trust or the priority of this Deed of Trust over any subordinate Lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Deed of Trust. Beneficiary may resort to the security or collateral described in this Deed of Trust or any of the other Loan Documents in such order and manner as Beneficiary may elect in its sole discretion.”

(o) Section 9.3(b) of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“(b) waives all rights to a marshaling of the assets of Trustor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshaling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or

affect the right of Beneficiary or Lenders under the terms of this Deed of Trust to a sale of the Property without any prior or different resort for collection, or the right of Beneficiary or Lenders to the payment of the Obligations or the Affiliated Borrower Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever.”

(p) Section 9.4 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 9.4 Waivers and Agreements Regarding Affiliated Borrowers.

(a) To the full extent Trustor may do so, Trustor hereby voluntarily and knowingly agrees that neither Beneficiary’s nor any Lender’s rights or remedies nor Trustor’s obligations under the terms of the Loan Documents shall be released, diminished, impaired, reduced or affected by any one or more of the following events, actions, facts, or circumstances, Trustor waives any rights, claims or defenses arising from any such events, actions, facts, or circumstances, and the liability of Trustor under the Loan Documents shall be absolute, unconditional and irrevocable irrespective of:

(i) any limitation on the liability of, or recourse against, any Affiliated Borrower or other Person in any Affiliated Borrower Loan Document or arising under any Law;

(ii) any claim or defense that this Deed of Trust was given as security for the Affiliated Borrower Obligations without consideration or is not supported by adequate consideration or that the obligations of Trustor hereunder with respect to the Affiliated Borrower Obligations exceed or are more burdensome than those of any one or more of the Affiliated Borrowers under the Affiliated Borrower Loan Documents;

(iii) the release or taking or accepting of any other security or guaranty for, or right of recourse with respect to, any or all of the Affiliated Borrower Obligations;

(iv) the operation of any statutes of limitations or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by Beneficiary or any Lender against Trustor;

(v) any homestead exemption or any other exemption under applicable Law;

(vi) any release, surrender, abandonment, exchange, alteration, sale or other disposition, subordination, deterioration, waste, failure to protect or preserve, impairment, or loss of, or any failure to create or perfect any lien or security interest with respect to, or any other dealings with, any collateral or security at any time existing or purported, believed or expected to exist in connection with any or all of the Affiliated Borrower Obligations, or any impairment of Trustor’s recourse against the Affiliated Borrowers or any other Person or collateral;

(vii) whether express or by operation of Law, any partial release of the liability of Trustor hereunder for the Affiliated Borrower Obligations (except to the extent expressly so released) or any complete or partial release of any Affiliated Borrower or any other Person liable, directly or indirectly, for the payment or performance of any or all of the Affiliated Borrower Obligations;

(viii) the death, insolvency, bankruptcy, disability, incapacity, dissolution, liquidation, termination, receivership, reorganization, merger, consolidation, change of form, structure or ownership, sale of all assets, or lack of corporate, membership, management or other power of any one or more of the Affiliated Borrowers or any other Person at any time liable for the payment or performance of any or all of the Affiliated Borrower Obligations;

(ix) either with or without notice to or consent of Trustor, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Affiliated Borrower Obligations and/or any of the Affiliated Borrower Loan Documents, (including changes with respect to the construction of the Improvements) or any other terms thereof, or any waiver, termination, or release of, or consent to departure from, any of the Affiliated Borrower Loan Documents or any other guaranty of any or all of the Affiliated Borrower Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by Beneficiary or any Lender to any Affiliated Borrower or any other Person at any time liable for the payment or performance of any or all of the Affiliated Borrower Obligations;

(x) any neglect, lack of diligence, delay, omission, failure, or refusal of Beneficiary or any Lender to take or prosecute (or in taking or prosecuting) any action for the collection or enforcement of any of the Affiliated Borrower Obligations, or to foreclose or take or prosecute any action to foreclose (or in foreclosing or taking or prosecuting any action to foreclose) upon any security therefor (including the Affiliated Borrower Mortgages, or to exercise (or in exercising) any other right or power with respect to any security therefor, or to take or prosecute (or in taking or prosecuting) any action in connection with any Affiliated Borrower Loan Document, or any failure to sell or otherwise dispose of in a commercially reasonable manner any collateral securing any or all of the Affiliated Borrower Obligations;

(xi) any failure of Beneficiary or any Lender to notify Trustor of any creation, renewal, extension, rearrangement, modification, supplement, subordination, or assignment of the Affiliated Borrower Obligations or any part thereof, or of any Affiliated Borrower Loan Document, or of any release of or change in any security, or of the occurrence or existence of any "Default" or "Event of Default" under the Affiliated Borrower Loan Documents, or of any other action taken or refrained from being taken by Beneficiary or any Lender against any Affiliated Borrower or any security or other recourse, or of any new agreement between Beneficiary or any Lender and Affiliated Borrower, it being understood that neither Beneficiary nor any Lender shall be required to give Trustor any notice of any kind under any circumstances with respect to or in connection with the Affiliated Borrower Obligations, any and all rights to notice Trustor may have otherwise had being hereby waived by Trustor, and Trustor shall be responsible for obtaining for itself information regarding the Affiliated

Borrowers and any collateral, including any changes in the business or financial condition of the Affiliated Borrowers or any collateral for the Affiliated Borrower Obligations, and Trustor acknowledges and agrees that neither Beneficiary nor any Lender shall have any duty to notify Trustor of any information which Beneficiary or any Lender may have concerning any Affiliated Borrower or any collateral for the Affiliated Borrower Obligations;

(xii) the existence of any claim, counterclaim, set-off or other right that Trustor may at any time have against any Affiliated Borrower, Beneficiary, any Lender, or any other Person, whether or not arising in connection with any Affiliated Borrower Loan Document;

(xiii) the unenforceability of all or any part of the Affiliated Borrower Obligations against any of the Affiliated Borrowers, whether because the Affiliated Borrower Obligations exceed the amount permitted by Law or violate any usury law, or because the Persons creating the Affiliated Borrower Obligations acted in excess of their authority, or because of a lack of validity or enforceability of or defect or deficiency in any of the Affiliated Borrower Loan Documents, or because any Affiliated Borrower has any valid defense, claim or offset with respect thereto, or because any Affiliated Borrower's obligation ceases to exist by operation of Law, or because of any other reason or circumstance, it being agreed that Trustor shall remain liable hereon regardless of whether any Affiliated Borrower or any other Person be found not liable on the Affiliated Borrower Obligations, or any part thereof, for any reason (and regardless of any joinder of any of the Affiliated Borrowers or any other party in any action to obtain payment or performance of any or all of the Affiliated Borrower Obligations);

(xiv) any order, ruling or plan of reorganization emanating from proceedings under Title 11 of the United States Code with respect to any of the Affiliated Borrowers or any other Person, including any extension, reduction, composition, or other alteration of the Affiliated Borrower Obligations, whether or not consented to by Beneficiary or any Lender, or any action taken or omitted by Beneficiary or any Lender in any such proceedings, including any election to have Beneficiary's or any Lender's claim allowed as being secured, partially secured or unsecured, any extension of credit by Beneficiary or any Lender in any such proceedings or the taking and holding by Beneficiary or any Lender of any security for any such extension of credit;

(xv) any other condition, event, omission, action or inaction that would in the absence of this Subsection result in the release or discharge of Trustor from the performance or observance of any obligation, covenant or agreement contained in this Deed of Trust, any other Loan Document or any other agreement;

(xvi) any early termination of any of the Affiliated Borrower Obligations;

(xvii) Beneficiary's or any Lender's enforcement or forbearance from enforcement of the Affiliated Borrower Obligations on a net or gross basis; or



(xviii) any liability, irregularity or unenforceability in whole or in part (including with respect to any netting provision) of any Swap Contract or any confirmation, instrument or agreement required thereunder or related thereto, or any transaction entered into thereunder, or any limitation on the liability of any Affiliated Borrower thereunder or any limitation on the method or terms of payment thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(b) In the event any payment by any Affiliated Borrower or any other Person to Beneficiary or any Lender is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Law, or if for any other reason Beneficiary or any Lender is required to refund such payment or pay the amount thereof to any other party, such payment by such Affiliated Borrower or any other party to Beneficiary or any Lender shall not constitute a release of Trustor from any liability hereunder, and this Deed of Trust and the other Loan Documents shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by Beneficiary or any Lender of this Deed of Trust, of any of the other Loan Documents or of Trustor), as the case may be, with respect to, and this Deed of Trust and the other Loan Documents shall apply to, any and all amounts so refunded by Beneficiary or any Lender or paid by Beneficiary or any Lender to another Person (which amounts shall constitute part of the Affiliated Borrower Obligations), and any interest paid by Beneficiary or any Lender and any attorneys' fees, costs and expenses paid or incurred by Beneficiary or any Lender in connection with any such event.

(c) It is the intent of Trustor, Beneficiary and each Lender that the obligations and liabilities of Trustor hereunder are absolute, irrevocable and unconditional under any and all circumstances and that, subject to the provisions of Section 3.4 of the Facility Agreement, until the Affiliated Borrower Obligations are fully and finally paid and performed, and not subject to refund or disgorgement, the obligations and liabilities of Trustor hereunder shall not be discharged or released, in whole or in part, by any act or occurrence that might, but for the provisions of this Deed of Trust, be deemed a legal or equitable discharge or release of a Trustor.

(d) Trustor's obligations shall not be affected, impaired, lessened or released by loans, credits or other financial accommodations now existing or hereafter advanced by Lenders to the Affiliated Borrowers in excess of the Affiliated Borrower Obligations. All payments, repayments and prepayments of the Affiliated Borrower Obligations, whether voluntary or involuntary, received by Beneficiary or any Lender from any Affiliated Borrower, any other Person or any other source (other than from Trustor pursuant to a demand by Beneficiary hereunder), and any amounts realized from any collateral for the Loan, shall be deemed to be applied first to the portion of the Affiliated Borrower Obligations (if any) which is not secured by this Deed of Trust, and last to the remainder of the Affiliated Borrower Obligations, and this Deed of Trust shall bind Trustor to the extent of any Affiliated Borrower Obligations that may remain owing to Beneficiary and/or the Lenders. Beneficiary shall have the right to apply any sums paid by Trustor to any portion of the Affiliated Borrower Obligations in Beneficiary's sole and absolute discretion.

(e) If acceleration of the time for payment of any amount payable by any Affiliated Borrower under any or the Affiliated Borrower Loan Documents, or any Swap

Contract is stayed or delayed by any Law or tribunal, all such amounts shall nonetheless be payable by Trustor on demand by Beneficiary.

(f) Trustor further waives any defense to the recovery by Beneficiary or any Lender against Trustor of any deficiency or otherwise to the enforcement of this Deed of Trust or any other security for the Loan based upon Beneficiary's election of any remedy against Trustor or any Affiliated Borrower.

(g) Without limiting any other provision of this Deed of Trust, Trustor waives all rights and defenses that Trustor may have because the Affiliated Borrower Obligations are secured by real property. This means, among other things:

(i) That Beneficiary may collect from Trustor without first foreclosing on any real or personal property collateral pledged by any other Affiliated Borrower (other than the Property); and

(ii) If Beneficiary forecloses on any real property collateral pledged by any Affiliated Borrower: (A) the amount of the Affiliated Borrower Obligations may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and (B) Beneficiary may collect from Trustor even if Beneficiary, by foreclosing on the real property collateral, has destroyed any right Trustor may have to collect from the Affiliated Borrower whose real property collateral has been foreclosed.

This is an unconditional and irrevocable waiver of any rights and defenses that Trustor may have because the Affiliated Borrower Obligations are secured by real property.

(h) Trustor waives all rights and defenses arising out of an election of remedies by Beneficiary or any Lender, even though that election of remedies, such as a nonjudicial foreclosure with respect to security for the Affiliated Borrower Obligations, has destroyed Trustor's rights of subrogation and reimbursement against an Affiliated Borrower.

(i) No provision or waiver in this Deed of Trust shall be construed as limiting the generality of any other provision or waiver contained in this Deed of Trust. All of the waivers contained herein are irrevocable and unconditional and are intentionally and freely made by Trustor."

(q) Section 9.5 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

"Section 9.5 Subordination.

If, for any reason whatsoever, any Affiliated Borrower is now or hereafter becomes indebted to Trustor:

(a) such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of such Affiliated Borrower securing such indebtedness shall, at all times, be subordinate in all respects to the Affiliated Borrower Obligations and to all liens, security interests and rights now or hereafter existing to secure the Affiliated Borrower Obligations;

(b) Trustor shall not be entitled to enforce or receive payment, directly or indirectly, of any such indebtedness of such Affiliated Borrower to Trustor until the Affiliated Borrower Obligations have been fully and finally paid and performed; provided, however, that so long as no uncured Event of Default shall exist, Trustor shall not be prohibited from receiving such (i) reasonable management fees from such Affiliated Borrower as Beneficiary may find acceptable from time to time in its sole and absolute discretion, and (ii) distributions from such Affiliated Borrower in an amount equal to any income taxes imposed on Trustor which are attributable to such Affiliated Borrower's income from its property;

(c) Trustor hereby assigns and grants to Beneficiary a security interest in all such indebtedness and security therefor, if any, of any Affiliated Borrower to Trustor now existing or hereafter arising, including any dividends and payments pursuant to debtor relief or insolvency proceedings referred to below. In the event of receivership, bankruptcy, reorganization, arrangement or other debtor relief or insolvency proceedings involving such Affiliated Borrower as debtor, Beneficiary shall have the right to prove its claim and that of any Lender in any such proceeding so as to establish its rights hereunder and shall have the right to receive directly from the receiver, trustee or other custodian (whether or not an Event of Default shall have occurred or be continuing under any of the Loan Documents or an "Event of Default" (as defined in the Affiliated Borrower Loan Documents) shall have occurred or be continuing under any of the Affiliated Borrower Loan Documents), dividends and payments that are payable upon any obligation of any Affiliated Borrower to Trustor now existing or hereafter arising, and to have all benefits of any security therefor, until the Affiliated Borrower Obligations have been fully and finally paid and performed. If, notwithstanding the foregoing provisions, Trustor should receive any payment, claim or distribution that is prohibited as provided above in this Section, Trustor shall pay the same to Beneficiary immediately, Trustor hereby agreeing that it shall receive the payment, claim or distribution in trust for Beneficiary and shall have absolutely no dominion over the same except to pay it immediately to Beneficiary; and

(d) Trustor shall promptly upon request of Beneficiary from time to time execute such documents and perform such acts as Beneficiary may require to evidence and perfect its interest and to permit or facilitate exercise of its rights under this Section, including execution and delivery of proofs of claim, further assignments and security agreements, and delivery to Beneficiary of any promissory notes or other instruments evidencing indebtedness of the Affiliated Borrowers to Trustor. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Trustor, of obligations of the Affiliated Borrowers to Trustor shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Deed of Trust."

(r) Section 9.6 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

"Section 9.6 Other Liability of Trustor or Affiliated Borrower.

If Trustor is or becomes liable, by endorsement or otherwise, for any indebtedness owing by any Affiliated Borrower to Beneficiary and/or Lenders other than under this Deed of Trust, such liability shall not be in any manner impaired or affected hereby, and the rights of Beneficiary shall be cumulative of any and all other rights that

Beneficiary and/or Lenders may have against Trustor. If any Affiliated Borrower is or becomes indebted to Beneficiary and/or Lenders for any indebtedness other than or in excess of the Affiliated Borrower Obligations, any payment received or recovery realized upon such other indebtedness of such Affiliated Borrower to Beneficiary and/or Lenders may be applied to such other indebtedness.”

(s) Section 9.7 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 9.7 Successors and Assigns.

All of the grants, covenants, terms, provisions and conditions of this Deed of Trust shall run with the Land and shall apply to and bind the successors and assigns of Trustor (including any permitted subsequent owner of the Property), and inure to the benefit of Beneficiary, its successors and assigns, Lenders, and to the successors in trust of Trustee.”

(t) Section 9.8 of the Original Deed of Trust is hereby deleted in its entirety and replaced with the following:

“Section 9.8 No Warranty by Beneficiary or Trustee.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Trustor or to be given to Beneficiary, any Lender or Trustee pursuant to this Deed of Trust or any of the other Loan Documents, neither Beneficiary, any Lender nor Trustee shall be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Beneficiary, any Lender or Trustee.”

(u) The following is hereby added to the end of Section 9.13 of the Original Deed of Trust:

“This Deed of Trust constitutes as “construction mortgage” as defined in Section 9(a)-334 of the Uniform Commercial Code of the State to the extent, if any, that it secures an obligation for the construction of the Improvements, including the acquisition cost of the Land.”

(v) The following section is hereby added as a new Section 9.17 to Original Deed of Trust:

“Section 9.17 “Acknowledgement Regarding Any Supported QFCs.

Section 9.23 of the Facility Agreement is incorporated herein by reference as if fully set forth herein and Trustor acknowledges and agrees to be bound by the terms of said section for any QFC Credit Support and/or Supported QFC, as such terms may be defined in the Facility Agreement.”

(w) The existing Sections 9.17 and 9.18 to the Original Deed of Trust are hereby renumbered as Sections 9.18 and 9.19, respectively.

5. No Other Amendments. The Original Deed of Trust, as amended hereby, is in full force and effect and is otherwise unmodified. Nothing in this Agreement is intended to waive any rights or remedies of the Lender under the Original Deed of Trust, or any defaults of Trustor under the Original Deed of Trust. The Original Deed of Trust shall continue to be a valid and subsisting lien against the Real Property. The Trustor, in order to continue to secure the payment of the Obligations, hereby confirms and restates (a) the conveyance pursuant to the Original Deed of Trust to the Lender of the Real Property and (b) the grant pursuant to the Original Deed of Trust of a security interest in the Fixtures. Nothing contained in this Agreement shall be construed as (a) a novation of the Obligations or (b) a release or waiver of all or any portion of the conveyance to the Lender of the Real Property or the grant to the Lender of a security interest in the Fixtures pursuant to the Original Deed of Trust.

6. Integration; Interpretation. This Agreement contains the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations. This Agreement may be amended or modified only in a writing signed by the parties hereto. This Agreement may be executed in any number of counterparts which together shall be deemed the same instrument. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, then that portion shall be deemed severed and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had not been a part thereof.

7. Reaffirmation of Provisions in Original Deed of Trust. Trustor ratifies and reaffirms that all representations and statements made in the Original Deed of Trust remain true in all material respects as of the date of this Agreement and are deemed made as of the date of this Agreement.

8. Authorization. Each party hereto represents to the other that the individual executing this Agreement on its behalf is the duly appointed signatory of such party and that such individual is authorized to execute this Agreement by or on behalf of such party and to take all action required by the terms of this Agreement.


9. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State (without regard to its conflicts of law principles).

[Signature Pages Follow]

IN WITNESS WHEREOF, Trustor and Lender have caused this Agreement to be executed as of the date first written above.

TRUSTOR:

B.H. PROVO LLC,  
a California limited liability company

By: <sup>Jc</sup> LA 

Name: Arsalan Gozini

Title: Manager

[Signatures Continue on Next Page]

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A.,  
a national banking association

By: 

Name: Taber Gonzales

Title: Senior 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.

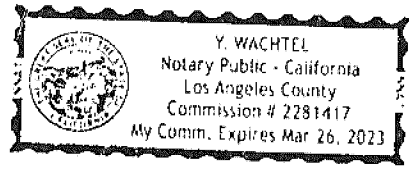
STATE OF CALIFORNIA )  
 )  
COUNTY OF Los Angeles ) ss.

On March 9th, 2022, before me, Y. Wachtel, notary public,  
personally appeared Arsalan Gorini, 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 Y. Wachtel (Seal)





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 Los Angeles ) ss.

On 3/9/2022, before me, MAX EVAN LEMKIN, notary public, personally appeared TABER GONZALEZ, 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 Max S (Seal)



Exhibit A

Legal Description

The land referred to herein below is situated in the County of Utah, State of Utah, and is described as follows:

Lot No. 1, Phase II Amended, of RIVERWOODS RESEARCH AND BUSINESS PARK, Planned Unit Development, located in Provo, Utah, as the same is identified in the Plat recorded in the office of the Utah County Recorder as Entry No. 48715:1992, and Map Filing No. 4695, and subject to the Declaration of Easements, Covenants, Conditions and Restrictions of Riverwoods Research and Business Park, recorded as Entry No. 42273, in Book 2847, at Page 618, of Official Records, as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas described, and as provided for, in said Declaration of Easements, Covenants, Conditions and Restrictions (as said Declaration may have heretofore been amended or supplemented).

Property Address: 382 West Park Circle, Provo, Utah 84604