

APN: 51-176-0001

**When Recorded Return To:**

Buchalter  
55 Second Street, Suite 1700  
San Francisco, California 94105-3493  
Attention: Thomas Sherwood, Esq.

MNT 57894

---

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

This FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Agreement") is made as of the 27th day of August, 2019, by B.H. PROVO LLC, a California limited liability company (herein referred to as "Grantor"), 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 ("Lender"), whose mailing address is 333 So. Hope Street, 20<sup>th</sup> Floor, Los Angeles, California 90071.

Recitals

A. Grantor and Lender have previously entered into that certain Facility Agreement dated as of December 20, 2017 by and among Lender, Grantor, Arsalan Gozini, Affiliated Borrowers (defined below) and others pursuant to which Lender made a Loan to Grantor, Affiliated Borrowers 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 from Grantor 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 (the "Original Deed of Trust").

B. Pursuant to that certain First Modification to Facility Agreement dated as of the date hereof by and among Lender, Grantor, Arsalan Gozini and Affiliated Borrowers (the "First Modification Agreement"), Grantor and others have requested Lender to increase the Commitment Amount (as defined in the Facility Agreement described above) to One Hundred Thirty-Three Million and No/100 Dollars (\$133,000,000.00), and Lender has agreed to so increase the Facility Amount, on the terms and conditions contained therein. As a condition precedent to the Additional Advance, Lender has required that Grantor execute and deliver this Agreement for the benefit of Lender.

C. NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Grantor, and in order to induce Lender to make the Additional Advance, Grantor 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. Grantor 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:

"Affiliated Borrower" or "Affiliated Borrowers" means one or more of BHE 1462 Lionel Drive, LLC, a Delaware limited liability company, B.H. 3640 Central Avenue, 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. Camino Del Rio, 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. Estate, LLC, a California limited liability company, B.H. Goethe Bicentennial, 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, 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 Mortgage" or "Affiliated Borrower Mortgages" means the 300/400 Northeast Mortgage, the Aerofund Financial Plaza Mortgage, the Armour Mortgage, the Bicentennial Way Mortgage, the Central Riverside Mortgage, the Gilbert Town Square Mortgage, the Gilbert Town Square II Mortgage, the Goethe Road Mortgage, the Hidalgo Mortgage, the Honeywell Mortgage, the Islands Village Mortgage, the Lionel Mortgage, the NE Commerce Mortgage, the Shops at Enon Springs Mortgage, the St. Cloud Mortgage, the Thunderbird 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), individually or collectively as the context requires.

"Affiliated Borrower Property" or "Affiliated Borrower Properties" means the 300/400 NorthEast Property, the Aerofund Financial Plaza Property, the Armour Property, the Bicentennial Way Property, the Central Riverside Property, the Gilbert Town Square Property, the Gilbert Town Square II Property, the Goethe Road Property, the Hidalgo Property, the Honeywell Property, the Islands Village Property, the Lionel Property, the NE Commerce Property, the Shops at Enon Springs Property, the St. Cloud Property, the Thunderbird Property, the Vineyard Property and any New Property (as defined in the Facility Agreement), individually or collectively as the context requires.

"Facility Agreement" means the Facility Agreement dated as of December 20, 2017, by and among Lender, Arsalan Gozini, as "Sponsor", Grantor, Affiliated Borrowers and others, as amended by that certain First Modification to Facility Agreement dated as of August 27, 2019, among Lender, Arsalan Gozini, as "Sponsor", Grantor and Affiliated Borrowers, 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.

“Guaranty” means that certain Guaranty Agreement dated as of December 20, 2017, executed by Guarantor for the benefit of Lender, as amended by that certain Reaffirmation and Amendment to Guaranty Agreement dated as of August 27, 2019 executed by Guarantor and Lender, 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 the Deed of Trust does not secure the obligations of Guarantor under the Guaranty.

“Honeywell Mortgage” means the deed of trust, assignment, security agreement and fixture filing dated August 27, 2019 from B.H.19019 North 59th Avenue, LLC, as Grantor, to Lender, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Honeywell Property” means the real property situated at 19019 North 59th Avenue and APN 200-26-006 Land Parcel, Glendale, Arizona, commonly known as Honeywell and more particularly described in the Honeywell Mortgage.

“Lionel Mortgage” means the deed of trust, assignment of leases and rents, security agreement and fixture filing dated August 27, 2019 from BHE 1462 Lionel Drive, LLC, as Grantor, to Lender, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Lionel Property” means the real property situated at 1462 Lionel Drive, El Paso, Texas, commonly known as Lionel and more particularly described in the Lionel Mortgage.

“Loan” means the loan from Beneficiary to Grantor and the Affiliated Borrowers in the amount of One Hundred Thirty-Three Million and No/100 Dollars (\$133,000,000.00), the repayment obligations in connection with which are evidenced by the Note.

“Note” means that certain Amended and Restated Promissory Note dated as of August 27, 2019, in the original principal amount of One Hundred Thirty-Three Million and No/100 Dollars (\$133,000,000.00) made by Grantor and the Affiliated Borrowers to the order of Lender, as the same may from time to time be extended, renewed, amended, restated, supplemented or otherwise modified.

“Thunderbird Mortgage” means the deed of trust, assignment, security agreement and fixture filing dated August 27, 2019 from B.H. 13620 North 35th Avenue, LLC, as Grantor, to Lender, as Beneficiary, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified.

“Thunderbird Property” means the real property situated at 13620 North 35th Avenue, Phoenix, Arizona, commonly known as Thunderbird and more particularly described in the Thunderbird Mortgage.

(b) The definitions of “River Crest Mortgage” and “River Crest Property” are deleted from Article I of the Original Deed of Trust.

5. No Other Amendments. The Original Deed of Trust, as amended hereby and by the First Modification Agreement, 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 Grantor 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 Grantor, 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. Grantor 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).

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

[Signatures on Next Page]

GRANTOR:

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

By:   
Name: Arsalan Gozini  
Title: Manager

LENDER:

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



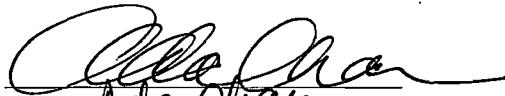
GRANTOR:

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

By: \_\_\_\_\_  
Name: Arsalan Gozini  
Title: Manager

LENDER:

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

By:   
Name: Ada Chan  
Title: SVP

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.

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On Aug. 26, 2019, before me, Ani Seferyan, notary public, personally appeared Ada Chan, 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 Ani Seferyan (Seal)





Exhibit "A"

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).