

After recording return to:
Wooden McLaughlin LLP
One Indiana Square, Suite 1800
Indianapolis, Indiana 46204
Attention: Michael A. Valinetz

Tax Parcel 28-29-308-003-0000

12630805
10/5/2017 10:35:00 AM \$80.00
Book - 10606 Pg - 309-344
ADAM GARDINER
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 36 P.

REAL ESTATE DEED OF TRUST,
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES
AND FIXTURE FILING

FIRST AMERICAN TITLE
#NCS-865105

REAL ESTATE DEED OF TRUST
SECURITY AGREEMENT
AND
ASSIGNMENT OF LEASES
AND FIXTURE FILING

THIS REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND FIXTURE FILING (this "**Deed of Trust**"), is executed to be effective as of the 2nd day of October, 2017 by **BEEHIVE HOMES OF DRAPER, LLC**, a Utah limited liability company, having a mailing address of 711 E. Pioneer Road, Draper, Utah 84020 (hereinafter referred to as "**Trustor**"), to **FIRST AMERICAN TITLE INSURANCE COMPANY**, 215 South State Street, Suite 380, Salt Lake City, Utah 84111 (the "**Trustee**") for the benefit of **DWIGHT CAPITAL LLC**, a New York limited liability company, having offices at 250 West 55th Street, 30th Floor, New York, New York 10019 (hereinafter referred to as "**Lender**").

RECITALS:

I. Trustor has requested that Lender extend to Trustor a loan in the principal amount of Four Million Fifty Thousand and 00/100 Dollars (\$4,050,000.00) (such loan as from time to time modified or amended is herein referred to as the "**Loan**"), and maturing on October 1, 2018 or April 1, 2019, if extended ("**Maturity Date**").

II. The Loan shall be evidenced by a certain promissory note executed by Trustor of even date herewith and concurrently with this Deed of Trust and payable to the order of Lender in the principal sum of Four Million Fifty Thousand and 00/100 Dollars (\$4,050,000.00), as from time to time modified, amended, renewed, extended or replaced (such promissory note, and/or any promissory note which is a direct or remote renewal, extension, modification, amendment, restatement or replacement of such promissory note, as may be from time to time modified or amended is hereinafter referred to as the "**Note**"; "**Loan Document**" and "**Loan Documents**" shall mean individually and collectively, this Deed of Trust, the Note, and all other documents evidencing the Loan or entered into by Trustor in connection with the indebtedness secured hereby as such documents and agreements may be modified or amended from time to time and/or any documents and agreements which replace or restate such documents and agreements; Loan Documents shall also include, if applicable, any instrument, agreement or document executed in connection with any Rate Management Transaction (herein defined) now or hereafter entered into by Trustor).

III. Lender requires, among other things, as a condition to making the Loan that Trustor execute and deliver this Deed of Trust to Trustee, for the benefit of Lender.

GRANTING CLAUSES

FOR GOOD AND VALUABLE CONSIDERATION, including the extension of certain indebtedness to Trustor which is secured hereby, the receipt of which is hereby acknowledged, Trustor hereby irrevocably, unconditionally and absolutely warrants, grants, transfers, pledges, sets over, bargains, sells, enfeoffs, deeds, conveys and assigns to Trustee, its heirs, successors

and assigns, in trust, for the benefit of Lender, with power of sale, and transfers and grants to Lender a security interest in, all estates, rights, title and interest which Trustor now has or may later acquire in and to the following properties, rights and interests:

A. The real estate located in Salt Lake County, Utah that is more particularly described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as the "**Real Estate**");

B. All of the present and future estates, interests and rights of Trustor in and to (i) the Real Estate, (ii) all real estate in which Trustor may now or hereafter acquire an interest by reason of any accession or accretion with respect to the Real Estate and (iii) all real estate situated within the rights-of-way of any streets, alleys and roads adjoining the Real Estate;

C. All buildings, structures, improvements and fixtures (including but not limited to all lighting fixtures and mechanical equipment) now or hereafter erected or placed in or upon the Real Estate or now or hereafter attached to or used in connection with the Real Estate to the extent such items may be considered part of the Real Estate under applicable law;

D. All tenements, hereditaments, easements, appurtenances and other rights and privileges thereunto now or hereafter attaching and belonging, or in any way appertaining to the Real Estate, including without limitation (i) all surface and subsurface soils, (ii) all minerals, elements, oil, gas, and other commercially valuable substances which may be in, under or produced from any part of the Real Estate, (iii) all air rights, and (iv) all water and water rights;

E. All rents, issues, profits, income, cash, proceeds, accounts, accounts receivable, instruments, letter of credit rights, insurance proceeds, deposit and other accounts, contract rights and general intangibles arising of or from the Real Estate or the improvements from time to time located thereon, including but not limited to the rents, income and profits arising from the operation of any business and all fees, charges, accounts or other payments for the use or occupancy of rooms and other public facilities in any hotel, motel, or other lodging properties located on the Real Estate (funds obtained as such rents, income, profits, fees, charges, accounts or other payments and held in any reserve, account or credit balance shall retain the character of such rents, income, profits, fees, charges, accounts or other payments);

F. All interests, estates or other rights and claims, arising in law or in equity, which Trustor now has or may hereafter acquire in any of the foregoing, including without limitation any greater estate Trustor may hereafter acquire in the Real Estate or improvements located thereon (the interests, estates and other rights and claims described in paragraphs A through F are hereinafter collectively referred to as the "**Premises**");

G. All leases, subleases, subtenancies, licenses, occupancy agreements and other agreements for the leasing, use, occupancy or enjoyment of any portion or all of the Premises now or hereafter existing, and all amendments, renewals and extensions thereof (hereinafter collectively referred to as the "**Leases**");

H. All present and future guaranties of the performance of any lessee under any of the Leases and all letters of credit issued, and all other collateral granted, as security for the obligations of any tenant arising under or in connection with any of the Leases;

I. All monies, deposit accounts, furniture, equipment, inventory, fixtures, accounts, accounts receivable, chattel paper, documents, investment property, trademarks and all trade name agreements, logos, licenses, instruments, contract rights, insurance proceeds, commercial tort claims, franchise agreements, software, letter of credit rights, and general intangibles (including payment intangibles) in which Trustor now or hereafter has an interest, individually or with others, and which are located upon, used in connection with, related to or arising out of the Premises, and all additions, accessions and accretions to, replacements and substitutions for, products of and proceeds from any of the foregoing;

J. All insurance policies relating to the Premises and all claims and rights to payment of proceeds and other sums payable thereunder or in connection therewith;

K. All awards, compensation and settlements in lieu thereof made as a result of the taking by power of eminent domain of the whole or any part of the Premises, including any awards for damages sustained to the Premises, for a temporary taking, change of grade of streets or taking of access;

L. All present and future deposits and revenues relating to the Premises, including without limitation security deposits, replacement revenue escrows, tax and insurance escrows and working capital reserves or escrows, and all funds of Trustor from time to time on deposit with Lender;

M. All present and future building permits, operating permits, variances, licenses, governmental approvals, utility permits and other permits, licenses and agreements relating to the construction, equipping, operation or maintenance of the Premises including, without limitation, all warranties and contract rights, whether now owned by Trustor or hereafter acquired or arising;

N. All present and future contracts or agreements for the design, construction, furnishing and equipping of the improvements located or to be located on the Premises, together with any existing or future changes, extensions, revisions, modifications, guarantees of performance or warranties of any kind thereunder, whether now owned by Trustor or hereafter acquired or arising;

O. All present and future service and other agreements relating to the operation, management, maintenance and repair of the Premises or the buildings and improvements thereon, whether now owned by Trustor or hereafter acquired or arising, including without limitation any present or future management agreement relating to the management or operation of the Premises;

P. All present and future plans and specifications, surveys, site plans, soil reports, drawings and papers relating to the Premises and the development, design, construction and equipping of the improvements on the Premises, whether now owned by Trustor or hereafter acquired or arising;

Q. All building supplies and materials ordered or purchased for use in connection with the construction and equipping of the improvements on the Premises, whether now owned by Trustor or hereafter acquired or arising;

R. All proceeds and contract rights and payments payable to Trustor under any loan commitment for financing of the Premises;

S. Any contract or agreement previously or hereafter entered into by Trustor (but specifically excluding any of Trustor's obligations or liabilities arising in connection with in any such contract or agreement) which is an interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement, including without limitation any contract or agreement relating to a rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction;

T. All present and future purchase and sale agreements for the purchase of any portion of the Premises or other property located on the Premises, including without limitation, security deposits, earnest money deposits, association fees or assessments, and related escrows; and

U. All additions, accessions and accretions to, replacements and substitutions for, products of and any and all cash and non-cash proceeds from any of the property described above.

The personal property described above, including without limitation the property, rights, interests and claims described in paragraphs H through U above, are hereinafter collectively referred to as the "**Chattel Property**". Notwithstanding anything contained herein, Chattel Property shall not include any personal property or trade fixtures which any tenant of the Premises owns and is entitled to remove pursuant to its lease except to the extent that Trustor shall have any right or interest in such personal property. Furthermore, (i) the collateral assignment of the rights and interests of Trustor in any franchise or license agreement relating to the operation of any hotel shall be limited and subject to the terms and conditions set forth in any written agreement between Lender and the franchisor under the franchise agreements, and (ii) the collateral assignment of any governmental permits and licenses shall be subject to any applicable legal limitations on the assignment of such items.

TO HAVE AND TO HOLD such property unto Lender, its successors and assigns forever, and Trustor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the title to said property unto Lender against every person whomsoever claiming or to claim the same or any part thereof.

**TRUSTOR HEREBY FURTHER ASSIGNS, REPRESENTS, WARRANTS,
COVENANTS AND AGREES AS FOLLOWS:**

1. The Indebtedness and Obligations Secured. This Deed of Trust is given to secure (i) the performance and observance of the covenants and agreements contained herein and in any other agreement executed by Trustor to Lender in connection with the indebtedness secured hereby, (ii) the payment and performance when due of all present and future indebtedness and

obligations of Trustor to Lender and, with respect to any Rate Management Transaction as defined herein, to any affiliate of Lender, individually or with others, in accordance with the terms and conditions of such indebtedness and obligations, whether direct or indirect, absolute or contingent and whether evidenced by promissory notes, agreements, checks, drafts, letters of credit, bills, overdrafts, open accounts or otherwise, and (iii) any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any present and future indebtedness and obligations of Trustor to Lender. The indebtedness and obligations secured by this Deed of Trust include, without limitation, the indebtedness evidenced by or arising in connection with the following:

- a. the Note, with interest thereon at the rate and payable in the manner described in the Note, which is due and payable on or before the Maturity Date, or as from time to time renewed or extended.
- b. the other Loan Documents, provided however, this Deed of Trust shall not secure the indebtedness and obligations arising under any Loan Document that expressly states that the indebtedness and obligations arising under such Loan Document are to be unsecured;
- c. any instrument, agreement or document executed, or any arrangement or device entered into, in connection with any Rate Management Transaction as defined in Paragraph 2 of this Deed of Trust; and
- d. any and all extensions, renewals, increases, modifications, amendments, restatements and replacements of any of the foregoing.

2. Rate Management Transactions. In the event Trustor and Lender, or any subsidiary or affiliate of Lender, enter into any Rate Management Transaction, Trustor shall be responsible for any and all obligations, contingent or otherwise, whether now existing or hereafter arising, to Lender, or to any of Lender's subsidiaries or affiliates or successors, arising under or in connection with any such Rate Management Transactions, all of which obligations shall be secured by this Deed of Trust and entitled to all of the benefits and protections afforded to Lender under or pursuant to this Deed of Trust. Trustor agrees that for purposes of this Deed of Trust, any indebtedness and obligations which Trustor may have to any subsidiary or affiliate of Lender in connection with any Rate Management Transaction shall be deemed to be indebtedness and obligations owed directly to Lender and shall be secured by this Deed of Trust and may be collected and recovered by Lender in any action to enforce this Deed of Trust as if such indebtedness and obligations were directly owed to Lender. For purposes of this Deed of Trust, "**Rate Management Transaction**" means any transaction (including any agreement with respect thereto) now existing or hereafter entered into between Trustor and Lender, or any of Lender's subsidiaries or affiliates or their successors, which is an interest rate protection agreement, foreign currency exchange agreement, commodity price protection agreement, or other interest or currency exchange rate or commodity price hedging arrangement, including without limitation (i) any rate swap, basis swap, forward rate transaction, commodity swap, commodity option, equity or equity index swap, equity or equity index option, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, forward transaction, currency swap transaction, cross-currency rate swap transaction, currency option or any other similar hedging arrangement or transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or

more interest rates, foreign currencies, commodity prices, equity prices or other financial measures, (ii) any transaction which is governed or evidenced by an ISDA Master Agreement and any related schedule, confirmation or document confirming or evidencing the transaction or trade details and (iii) any existing or future swap agreement as defined in 11 U.S.C. § 101, et seq. and the regulations promulgated thereunder, as in effect from time to time.

3. General Representations and Warranties. Trustor covenants, warrants and represents that (a) Trustor is the owner in fee simple of the Premises and has full power to mortgage and assign the same, (b) Trustor has good and valid title to the Chattel Property free and clear of all security interests and encumbrances and has full power to grant a security interest in the same, (c) the Premises are free and clear of any and all liens and encumbrances, except those liens and encumbrances shown on Schedule B of the lender's title insurance policy obtained by Lender in connection with the Loan, use restrictions of record, zoning ordinances, rights of way and easements of record, the rights of tenants now in possession and the lien of current taxes and assessments not delinquent, (d) this Deed of Trust creates a valid lien in favor of Lender on the Premises as provided for herein, (e) this Deed of Trust creates a valid assignment of the Leases, and rents and income therefrom, in favor of Lender as provided for herein, and (f) this Deed of Trust creates a valid security interest in favor of Lender in the Chattel Property as provided for herein. Trustor will make any further assurances of title that Lender may require and will warrant and defend the Premises and the Chattel Property against all lawful claims and demands whatsoever. Trustor shall not acquire any Chattel Property covered by this Deed of Trust that is subject to any security interest or other charge or lien having priority over the lien or security interest granted under this Deed of Trust. Trustor acknowledges and confirms that Lender is extending the indebtedness evidenced by the Note with the expectation that this Deed of Trust will be a first lien upon the Premises free and clear of any and all liens and encumbrances, except the lien of current taxes and assessments not delinquent or as otherwise described in Section 3(c) above.

4. Payment of Indebtedness and Observance of Covenants. Trustor will pay the Note and all other indebtedness secured hereby in accordance with its terms and will perform and comply with all of the terms and provisions contained in the Note and in any other instrument or agreement given as security for the payment of or executed in connection with the Note.

5. Due on Sale or Encumbrance. In the event that: (a) Trustor sells, conveys, transfers, assigns, changes the form of ownership, or disposes of the Premises, Leases or the Chattel Property, or any part thereof, or any interest therein (including without limitation any right to collect any income therefrom), or agrees so to do; (b) Trustor further mortgages, encumbers, collaterally assigns, pledges or grants a security interests in any portion of the direct or beneficial interest of Trustor in the Premises, Leases or the Chattel Property, or any part thereof, or any interest therein (including without limitation any right to collect any income therefrom), or agrees so to do; or (c) any stock, partnership, membership or beneficial interest of Trustor is sold, conveyed, transferred, collaterally assigned, pledged or encumbered (or a security interest is granted therein), or there is an agreement so to do; without the prior written approval of Lender being first obtained, whether such event is voluntary, involuntary or by operation of law, then in any such event, the whole of the indebtedness secured hereby shall, at the election of Lender at any time thereafter, become immediately due and payable, without notice or demand and any such event shall be deemed to be an Event of Default under this Deed of Trust [each such event described under (a), (b) and (c) of this Paragraph is herein referred to

as a "**Prohibited Transfer**"]. Consent as to any one transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. If the Premises, Leases, the Chattel Property or the corporate, partnership, membership or beneficial interest in Trustor, or any part thereof, should be transferred to a partnership, to a limited liability company, to a trust, to a privately held corporation or to any other person or entity pursuant to the terms of this paragraph, thereafter a subsequent transfer of such interest, shall constitute a conveyance for purposes of this paragraph and the consent of the Lender shall be required.

6. Maintain Property and Liability Insurance. Trustor will procure and maintain in effect at all times the following insurance coverage with respect to Trustor, the Premises and the Chattel Property:

a. Trustor will procure and maintain commercial general liability insurance against claims for personal injury, bodily injury, death or property damage occurring upon, in or about the Premises, such insurance (i) to be on the so-called "occurrence" form with an occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$5,000,000; (ii) to continue at not less than the aforesaid limit until required to be changed by Lender by reason of changed economic conditions making such protection inadequate or changed due to changes in the standard practice of lenders in the business of making loans secured by collateral similar to the Premises; and (iii) to cover at least the following hazards: (1) premises and operations; (2) products and completed operations on an "if any" basis; (3) independent contractors; and (4) blanket contractual liability for all legal contracts. All policies shall name Lender as an additional insured.

b. Trustor will procure and maintain comprehensive all risk or "Special Causes of Loss" insurance (and builder's risk during any period in which construction is occurring on the Premises) on the Premises and Chattel Property (i) in an amount equal to one hundred percent (100%) of the full replacement cost value of all improvements and Chattel Property, which for purposes of this Deed of Trust shall mean actual replacement value (exclusive of costs of excavations, foundations, underground utilities and footings) with a waiver of depreciation; (ii) containing an agreed amount endorsement with respect to the improvements and personal property waiving all co-insurance provisions; (iii) providing for no deductible in excess of \$25,000 for all such insurance coverage; (iv) containing an "Ordinance or Law Coverage" or "Enforcement" endorsement if any of the improvements or the use of the Premises shall at any time constitute legal non-conforming structures or uses; and (v) shall also insure costs of demolition and increased cost of construction. The insurance policy shall be endorsed to also provide Guaranteed building replacement cost to the improvements and Chattel Property in an amount to be subject to the consent of Lender, which consent shall not be unreasonably withheld. All policies shall name Lender as a "mortgagee" on a non-contributing New York type of standard mortgagee clause or an equivalent endorsement satisfactory to Lender and as "Loss Payee" as respects rental/business income insurance. Such insurance shall include such special coverages as Lender may require, including without limitation coverage for earthquakes and mudslides if the Premises are located in an area which Lender determines is an area which is at risk for such events.

c. If applicable, Trustor will procure and maintain comprehensive boiler and machinery insurance covering all mechanical and electrical equipment against physical damage, rent loss and improvements loss in an amount equal to one hundred percent

(100%) of the replacement costs of the equipment and the area surrounding the equipment and naming Lender as "mortgagee" on a non-contributing Standard Mortgagee Endorsement providing that any loss payable thereunder shall be paid to Lender.

d. If any portion of the Premises is currently or at any time in the future located in a federally designated "special flood hazard area", Trustor will procure and maintain flood hazard insurance in an amount and with such coverages as may be required by Lender and to comply with any other requirement of the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 or the Biggert-Waters Flood Insurance Reform Act of 2012, or any other applicable federal, state or local statute, regulation or ordinance concerning flood hazard areas, as each may be amended. Such flood insurance shall be (i) obtained prior to the effective date of this Deed of Trust, or if the Premises are first designated to be in a special flood hazard area after the effective date of this Deed of Trust, within forty-five (45) days after notice is given by Lender of such designation, (ii) for the full unpaid principal balance of the indebtedness secured hereby and any prior liens on the Premises, up to the maximum amount of coverage available for the type of property constituting the Premises under the National Flood Insurance Act of 1968, the Flood Disaster Protection Act of 1973, the National Flood Insurance Reform Act of 1994 or the Biggert-Waters Flood Insurance Reform Act of 2012, as each may be amended, (iii) maintained until the indebtedness secured hereby is paid in full and all obligations of Lender to advance additional indebtedness to Trustor are terminated, and (iv) purchased under the National Flood Insurance Program or from private insurers as may from time to time be approved by Lender. Trustor agrees to deliver to Lender prior to the effective date of this Deed of Trust, or if the Premises are first designated to be in a special flood hazard area after the effective date of this Deed of Trust, within forty-five (45) days after notice is given by Lender of such designation, written evidence of the flood insurance coverage required hereby together with receipts evidencing payment in full of the premiums thereon, in such form as Lender may require and naming Lender as a mortgagee and loss payee thereon. Trustor acknowledges and agrees that if Trustor fails at any time to provide Lender with such written evidence, in form and substance acceptable to Lender, that the flood insurance required hereby is in full force and effect, Lender may obtain, at Trustor's expense, flood insurance for the Premises in an amount acceptable to Lender. The cost of any such insurance shall be added to the indebtedness secured hereby and Trustor agrees to reimburse Lender upon demand for all costs and expenses incurred by Lender in connection with such insurance. Trustor acknowledges that if Lender purchases any such flood insurance, such flood insurance will provide limited protection against physical damage to the Premises and the Chattel Property and may not be adequate to protect the interests of Trustor therein. Trustor waives all claims and defenses with respect to Lender as to whether such insurance is adequate to protect the interests of Trustor in the Premises and the Chattel Property. For purposes of obtaining insurance coverage on the Premises, Trustor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Premises, the indebtedness secured hereby or other financial accommodations, or both.

e. If liquor is sold on the Premises, Trustor will procure and maintain liquor liability coverage in such amounts and with such special coverages as Lender may require.

f. If required by Lender, Trustor will maintain, or cause to be maintained, rent loss insurance, without a co-insurance provision, in an amount which is not less than twelve (12) months of scheduled rental income from the Premises, with a loss payable clause in favor of Lender, such insurance to be carried with such company or companies and upon such terms and conditions as Lender may require.

g. Trustor will procure and maintain such other types and amounts of insurance with respect to Trustor, the Premises and the Chattel Property and the operation thereof that are commonly maintained by prudent owners of other property and buildings similar to the Premises in nature, use, location, height, and type of construction, as may from time to time be reasonably required by Lender.

All such policies of insurance shall (i) contain waiver of subrogation clauses, and (ii) require at least ten (10) days' prior written notice to Lender before cancellation. Trustor and Lender shall be named as insured, as their interests may appear, on each policy of insurance with the originals of such policies to be issued to Lender together with appropriate endorsement thereto, and evidence of payment of premiums thereon. All insurance coverages required by this Deed of Trust shall be provided by insurance companies acceptable to Lender that are rated at least an "A- IX" or better by Best's Insurance Guide. All insurance policies shall contain terms and conditions acceptable to Lender. Trustor will not carry any separate insurance on the Premises concurrent in kind or form with any insurance required hereunder or contributing in the event of loss without Lender's prior written consent and, in the event Lender grants its consent, any such policy shall nevertheless have attached thereto a standard non-contributing mortgagee clause, with loss payable to Lender, and shall otherwise meet all other requirements set forth in this Deed of Trust.

7. Assignment of Insurance Policies, Application of Proceeds and Additional Requirements. All insurance policies are to be held by and, to the extent of its interests, for the benefit of and first payable in case of loss to Lender, and Trustor shall deliver to Lender a new policy as replacement for any expiring policy at least fifteen (15) days before the date of such expiration. Lender shall have the right to settle and compromise any and all claims under any of the insurance policies required to be maintained by Trustor under this Deed of Trust; to demand, receive and receipt for all monies payable thereunder; and to execute in the name of Trustor or Lender or both any proof of loss, notice or other instruments in connection with such policies or any loss thereunder. All amounts recoverable under any policy are hereby assigned to Lender and, in the event of a loss, each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender rather than jointly to Lender and Trustor, and the amount collected shall be used in any one or more of the following ways, at the option of Lender: (a) applied upon the indebtedness secured hereby, whether or not such indebtedness is then due and payable, (b) used to fulfill any of the covenants contained herein, or (c) used to replace or restore the Premises or Chattel Property to a condition satisfactory to Lender. All insurance proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium. In the event of the foreclosure of this Deed of Trust or a transfer of the Premises in lieu thereof, all rights, title and interest of Trustor in and to such policies of insurance shall pass to the purchaser or grantee and Trustor hereby irrevocably appoints Lender as attorney-in-fact of Trustor to assign any policies in the event of the foreclosure of this Deed of Trust or a conveyance in lieu of foreclosure. Trustor transfers and grants to Lender a security interest in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Trustor's right, title and interest therein are hereby

assigned to Lender, all as additional security for the indebtedness secured hereby. Trustor warrants and represents to Lender that Trustor has not received any notice from any insurance company of any defects or inadequacies in the Premises which would adversely affect the insurability of the Premises or materially increase the cost of insuring the Premises beyond that which is customarily charged for similar property in the vicinity of the Premises used for a similar purpose. Trustor covenants and agrees to provide to Lender, promptly after receipt by Trustor, copies of any notices received from any insurance company regarding any defects or inadequacies in the Premises.

8. Taxes and Impositions. Trustor will pay, before the same become delinquent or any penalty for non-payment attaches thereto, all taxes, assessments and charges of every nature now or hereafter levied or assessed against or upon the Premises or the Chattel Property, or any part thereof or upon the rents, issues, income or profits therefrom, which by reason of non-payment could become a lien prior or junior to this Deed of Trust, whether any or all of said taxes, assessments or charges be levied directly or indirectly or as excise taxes or as income taxes, and will submit to Lender such evidence of the timely payment of such taxes, assessments and charges as Lender may require. Notwithstanding the foregoing, Trustor shall have the right to contest in good faith by appropriate legal or other proceedings the validity or amount of any such tax, assessment or charge, provided that (a) Trustor gives Lender prior written notice of its intent to contest the same, (b) if requested by Lender, Trustor demonstrates to the reasonable satisfaction of Lender that such legal or other proceedings shall operate to prevent the sale of the Premises or Chattel Property (or any portion thereof) to satisfy the payment of the tax, assessment, or charge in question prior to final determination of such proceedings and (c) if requested by Lender, Trustor provides a sufficient undertaking as may be required or permitted by law to accomplish the discharge or release of any lien which may attach to the Premises as a result of such matter. Furthermore, Trustor consents to the intervention by Lender in any such judicial proceeding if Lender determines such intervention is necessary or desirable to protect the interest of Lender. In such event, Trustor agrees to reimburse Lender upon demand for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with its intervention in such judicial proceeding. If at any time any governmental authority shall require documentary, revenue or other stamps on or with respect to this Deed of Trust, or if at any time after the date hereof there shall be assessed, levied or imposed a tax or assessment on the Premises in lieu or in addition to real estate taxes and assessments imposed as of the date hereof, or if there shall be assessed, levied or imposed any fee, tax, charge or assessment on Lender measured by or based in whole or in part upon the amount of the indebtedness secured hereby, then all such stamps, fees, taxes or assessments shall be deemed additional sums payable hereunder by Trustor to Lender and Trustor shall pay the same prior to delinquency or shall reimburse Lender on demand for the payment of same by Lender, and a failure of Trustor to make any such payment within ten (10) days after when due shall constitute an Event of Default hereunder; provided, however, the foregoing shall not be construed as obligating Trustor to, and Trustor shall have no obligation to, pay any state or federal income taxes or state intangibles taxes levied on Lender or the indebtedness secured hereby. Trustor shall cause at all times the Premises to be segregated and separately assessed on the tax rolls of the county [or counties] in which the Premises is located, from all other property. Unless Lender has paid such items from any escrow account maintained pursuant to this Deed of Trust, Trustor shall provide to Lender within thirty (30) days of when the same become due, copies of paid receipts for all taxes, assessments and charges on or against the Premises or the Chattel Property. Lender may, at its sole discretion from time to time, enter into agreements with third parties for the monitoring of the payment of real estate taxes and other assessments affecting the Premises and Trustor shall

reimburse Lender upon demand for all fees and expenses incurred by Lender in connection with such contracts.

9. [This paragraph is intentionally left blank]

10. Maintenance of Premises and Payment of Charges. Trustor shall not abandon the Premises or the Chattel Property, shall keep and maintain the Premises and the Chattel 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 Premises which may become damaged or destroyed to their condition prior to any such damage or destruction. Trustor will not commit waste or allow waste to be committed against the Premises or the Chattel Property. Without the prior consent of Lender, Trustor agrees that it will not construct or expand any improvements on the Premises, erect any new improvements nor make any material alterations in any improvements which shall alter the basic structure, affect the market value or change the existing architectural character of the Premises, nor remove or demolish any improvements. If Trustor shall neglect or refuse to keep the Premises and the Chattel Property in good repair, to maintain and pay the premiums for insurance which may be required, or to pay and discharge all taxes, assessments and charges of every nature assessed against Trustor, the Premises or the Chattel Property, all as provided for under the terms of this Deed of Trust, Lender may, at its election, cause such repairs or replacements to be made, obtain such insurance or pay said taxes, assessments and charges, and any amounts paid as a result thereof, together with interest thereon at the rate which is equal to the "Default Rate" of interest as defined under the Note from the date of payment, shall be immediately due and payable by Trustor to Lender, and until paid shall be added to and become a part of the indebtedness evidenced by the Note and secured hereby, and the same may be collected in any suit hereon or upon the Note, or Lender, by payment of any tax, assessment or charge may, at its discretion, be subrogated to the rights of the governmental subdivisions levying such tax, assessment or charge. No such advances shall be deemed to relieve Trustor from any Event of Default or impair any right or remedy of Lender, and the exercise by Lender of the right to make advances shall be optional with Lender and not obligatory and Lender shall not in any case be liable to Trustor for a failure to exercise any such right.

11. Compliance with Laws and Ordinances; Zoning. Trustor will not commit or allow the commission of any violation of any law, regulation, ordinance or contract affecting the Premises. Lender shall at reasonable times during normal business hours have free access to the Premises for the purposes of inspection and the exercise of its rights hereunder. Trustor covenants and agrees that Trustor shall cause at all times the Premises to comply with all applicable laws, regulations, building codes, zoning ordinances and requirements of any federal, state or local regulatory agencies having jurisdiction, including but not limited to causing the Premises to be in compliance with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and the Americans with Disabilities Act of 1990 Architectural Guidelines (as amended from time to time). Trustor will indemnify Lender and save it harmless from any and all loss, damage or expense, including reasonable attorneys' fees, resulting from or arising out of any failure of the Premises to comply with all such laws and regulations and the same is made a part of the indebtedness secured hereby. Trustor shall comply with all restrictions and covenants affecting the Premises. Without the prior written consent of Lender, Trustor shall not request, initiate, join in or consent to (i) any private covenant or any public or private restriction which would detract from or limit the value or utility of the Premises, or (ii) any zoning ordinance or rezoning classification affecting the Premises.

12. Eminent Domain. All awards made by any public or quasi-public authority for damages to the Premises by virtue of an exercise of the right of eminent domain by such authority, including any award for a taking of title, possession or right of access to a public way, or for any change of grade of streets affecting the Premises, are hereby assigned to Lender and Lender, at its option, is hereby authorized, directed and empowered to collect and receive the proceeds of any such award to the extent of the indebtedness secured by or payable under this Deed of Trust from the appropriate governmental authority. Such award shall be used in any one or more of the following ways, at the option of Lender: (i) applied upon the indebtedness secured hereby or payable hereunder, whether or not such indebtedness is then due and payable, or (ii) applied to replace or restore the Premises to a condition satisfactory to Lender. Upon the occurrence of an Event of Default hereunder, Lender is authorized, at its option, to appear in and prosecute in its own name any action or proceeding or, with consent and joinder of Trustor, to make any compromise or settlement in connection with such taking or damage. Trustor will, upon request by Lender, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning, upon the occurrence of an Event of Default hereunder, all proceeds from such awards to Lender free and clear and discharged of any and all encumbrances or claims of any kind or nature whatsoever. Trustor transfers and grants to Lender a security interest in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Trustor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. All condemnation proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium.

13. Escrows. If required by Lender or upon the occurrence of an Event of Default hereunder, Trustor will pay to Lender, on dates upon which interest is payable, such amounts as Lender from time to time estimates as necessary to create and maintain a reserve fund from which to pay at least ninety (90) days before the same become due, all rental payments, taxes, assessments, liens and charges on or against the Premises and the Chattel Property and premiums for insurance as herein covenanted to be furnished by Trustor. Provided no Event of Default exists, from time to time upon the written request of Trustor Lender shall advance proceeds from such reserve fund for the purpose of paying any insurance premiums, rent, taxes, assessments, liens and other charges for which Lender has established such reserve fund. Such payments shall not be, nor deemed to be, trust funds but may be commingled with the general funds of Lender, and no interest shall be payable in respect thereof. Upon the occurrence of an Event of Default hereunder, any part or all of said reserve fund may be applied to the indebtedness secured hereby and, in refunding any part of said reserve fund, Lender may deal with whomever is represented to be the owner of the Premises at that time. Trustor transfers and grants to Lender a security interest in and to all monies at any time held by Lender pursuant to this paragraph and such monies and all of Trustor's right, title and interest therein are hereby assigned to Lender, all as additional security for the indebtedness secured hereby. Trustor shall provide to Lender, at least fifteen (15) days prior to the due date, copies of all bills, statements or invoices for any items which are to be paid from proceeds escrowed with Lender. Lender in making any payment hereby authorized may do so according to any bill, statement or estimate procured from the appropriate public office or according to any bill, statement or estimate received by Lender from Trustor or other party without inquiry into the accuracy or validity of such bill, statement or estimate.

14. Financial Statements. Trustor at its expense will furnish, or cause to be furnished, to Lender within the time frames required the following financial statements and other information of Trustor and the guarantors of the indebtedness secured hereby:

a. As soon as available and in any event within ninety (90) days following the end of each fiscal year of Trustor and Operator, the balance sheet and annual statements of income and surplus accounts for Trustor and Operator as of and for the fiscal year then ended, all in reasonable detail, prepared in accordance with generally accepted accounting principles applied on a consistent basis throughout the periods involved and audited, if requested by Lender, by an independent certified public accountant which shall furnish to Lender a standard unqualified opinion regarding such financial statements;

b. As soon as available and in any event within thirty (30) days from filing and in no event later than one hundred twenty (120) days following the end of each calendar year, a copy of the federal income tax return for Trustor and Operator for the calendar year then ended; and

c. As soon as available following the end of each calendar year and in any event (i) within thirty (30) days from filing and in no event later than one hundred twenty (120) days following the end of each calendar year, a copy of the federal income tax return for each guarantor of the indebtedness secured hereby for the calendar year then ended and (ii) within ninety (90) days following the end of each calendar year, a financial statement for each such guarantor in the form requested by Lender.

In addition, Trustor will furnish Lender with such other financial statements in respect to the operation of the Premises or the financial condition of Trustor or Operator at such times and in such form as Lender may require, including but not limited to, a certified rent roll, accounting and management recommendations and certificates of no default under this Deed of Trust.

15. Protection of Security. Trustor shall promptly notify Lender of, and appear in and defend, any suit, action or proceeding that affects the Premises or the rights or interest of Lender hereunder and Lender may elect to appear in or defend any such action or proceeding. Trustor agrees to indemnify and reimburse Lender from any and all loss, damage, expense or cost arising out of or incurred in connection with any such suit, action or proceeding, including costs of evidence of title and attorneys' fees incurred by Lender. All such sums paid by Lender shall be paid by Trustor to Lender, together with interest thereon from date of payment at the rate which is equal to the "Default Rate" of interest as defined under the Note, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

16. Indemnification. Trustor will indemnify Lender and save it harmless from any and all loss, damage or expense, including attorneys' fees, resulting from or arising out of the execution and delivery of this Deed of Trust and the terms hereof and the same is made a part of the indebtedness secured hereby. Such amounts shall include without limitation all costs and expenses incurred by Lender in connection with the collection or enforcement of this Deed of Trust, including without implied limitation reasonable attorneys' fees incurred by Lender in connection with (i) the protection of any rights arising in connection with this Deed of Trust, (ii)

the enforcement of any provision contained in this Deed of Trust, or (iii) the collection of any indebtedness evidenced hereby or arising in connection herewith (including without limitation attorneys' fees incurred by Lender in connection with any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Deed of Trust or any document executed in connection herewith). In addition, Trustor agrees to pay to Lender all reasonable attorneys' fees incurred by Lender in connection with any advice or other representation with respect to any Event of Default, regardless of whether any formal legal proceedings are initiated by Lender. All sums paid by Lender for which Trustor is obligated to reimburse Lender pursuant to the terms of this Deed of Trust, shall be paid by Trustor to Lender, together with interest thereon from date of payment at the rate which is equal to the "Default Rate" of interest as defined under the Note, and any such sums and the interest thereon shall be immediately due and payable and secured hereby, having the benefit of the lien hereby created as a part thereof and with its priority, all without relief from valuation or appraisal laws.

17. Payment of Obligations. Trustor will pay all sums which if not paid may result in the acquisition or creation of a lien prior to or of equal priority with or junior to the lien of this Deed of Trust, or which may result in conferring upon a tenant of any part of the Premises a right to recover such sums as prepaid rent or as a credit or offset against any future rental obligation. Trustor shall pay all operating costs and expenses of the Premises, shall keep the Premises free from levy, attachment, mechanics', materialmens' and other liens, including without limitation, liens of any supplier, contractor, subcontractor, designer, engineer, architect, or vendor furnishing material or labor to any portion of the Premises and shall pay when due all indebtedness which Lender may permit which may be secured by mortgage, lien or charge on the Premises. Notwithstanding anything contained herein to the contrary, Trustor shall have the right to contest in good faith by appropriate legal or other proceedings the validity or amount of any lien, levy, or attachment imposed upon all or any portion of the Premises, provided that (a) Trustor gives Lender prior written notice of its intent to contest the same, (b) if requested by Lender, Trustor demonstrates to the reasonable satisfaction of Lender that such legal or other proceedings shall operate to prevent the sale of the Premises (or any portion thereof) to satisfy payment of the amount being contested prior to final determination of such proceedings, (c) Trustor causes the title insurance company insuring the lien of this Deed of Trust to provide to Lender such affirmative coverages and endorsements as Lender may require to insure the priority of the lien of this Deed of Trust over the lien of any such lien, levy, or attachment, and (d) if requested by Lender, Trustor provides a sufficient undertaking as may be required or permitted by law to accomplish the discharge or release of any such lien, levy, or attachment as to the Premises. Furthermore, Trustor consents to the intervention by Lender in any such judicial proceeding if Lender determines such intervention is necessary or desirable to protect the interest of Lender. In such event, Trustor agrees to reimburse Lender upon demand for all reasonable attorneys' fees, costs and expenses incurred by Lender in connection with its intervention in such judicial proceeding. Any such contest shall be prosecuted with due diligence and Trustor shall promptly after final determination thereof pay the amount of any such lien, levy, or attachment so determined, together with all interest and penalties which may be payable in connection therewith. Notwithstanding these provisions, Trustor shall (and if Trustor shall fail so to do, Lender may but shall not be required to) pay any such lien, levy, or attachment notwithstanding such contest if in the reasonable opinion of Lender, the Premises shall be in jeopardy or in danger of being forfeited or foreclosed.

18. Subrogation. Lender is subrogated for further security to the lien, although released of record, of any and all encumbrances paid with the proceeds of the indebtedness

secured by this Deed of Trust. Accordingly, this Deed of Trust shall be entitled to the lien and priority of any mortgage, deed of trust, lien or other encumbrance that is paid in full or in part with the proceeds of the indebtedness secured by this Deed of Trust.

19. Leases and Rents. Any rental payments and other income received by Trustor from the Premises shall be applied toward the payment when due of the principal of and interest on the Note to the extent such amounts may be due and payable from time to time and Lender may, at its option and without notice or demand, collect and receive all rentals and income due to Trustor under the Leases or otherwise and apply said rentals and income toward the payment of the principal of and interest on the Note or any other indebtedness due and payable to Lender under this Deed of Trust, including but not limited to costs of collection, expenses of operation, advancements and attorneys' fees. Such right may be exercised by Lender without regard to other security and without releasing Trustor from any obligation. This Deed of Trust shall create a perfected, absolute and present assignment of the Leases and the rents, income and profits arising from the Premises to Lender. Notwithstanding the foregoing, until an Event of Default shall occur hereunder Trustor is hereby permitted, at its discretion, and is hereby granted a license by Lender, to exercise all rights granted to the landlord under the Leases and to collect, but not prior to accrual, all of the rents and income arising from the Leases and the Premises and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder, provided, however, that all rents and income collected by Trustor shall be applied toward operating expenses, real estate taxes and insurance relating to the Premises, capital repair items necessary to the operation of the Premises, and the payment of sums due and owing under the Note, this Deed of Trust and the other Loan Documents prior to any other expenditure or distribution by Trustor. The right of Trustor to collect the rents, income and profits arising from the Premises shall constitute a revocable license in favor of Trustor, revocable by Lender in accordance with this Deed of Trust. The aforementioned license in favor of Trustor to collect the rents, income and profits arising from the Premises and to exercise all other rights granted to the landlord under the Leases shall automatically be deemed to be revoked upon the occurrence of an Event of Default hereunder without further notice to Trustor. Further, from and after any such license termination, if Trustor receives any rents, income and profits arising from the Premises, Trustor shall hold any such amounts collected in trust for the sole and exclusive benefit of Lender and Trustor shall, within one (1) business day after receipt of such funds, pay the same to Lender. Furthermore, from and after such Event of Default and termination of the aforementioned license, to the extent permitted by law, Lender shall have the right and authority, without any notice whatsoever to Trustor and without regard to the adequacy of the security for the indebtedness secured hereby, to collect all of the rents payable under the Leases, enforce the payment thereof, to exercise all other rights of Trustor under the Leases and to exercise all other rights and remedies of Lender under this Deed of Trust. Trustor hereby irrevocably appoints and constitutes Lender as its true and lawful attorney-in-fact with full power of substitution for and on behalf of Trustor and in a manner not adverse to the interests of Trustor, after an Event of Default, to request, demand, enforce payment, collect and receive the rentals and income payable under the Leases or otherwise, to endorse any checks, drafts or orders evidencing the payment of rentals and income under the Leases or otherwise, and to do and perform any act which Trustor might do for and on its own behalf. Any security deposits received by Trustor shall be held in trust. Trustor shall notify Lender in writing in the event of any default by Trustor under the Leases. Trustor shall enforce, at its cost and expense, the full performance of all of the conditions, obligations and covenants under the Leases to be observed and performed by the tenants and occupants thereunder and shall appear and defend any action growing out of or in any manner connected with the Leases. Lender may, at its option but without the assumption of

any of Trustor's obligations as lessor, perform any obligation of Trustor under the Leases, without releasing Trustor from any obligations herein or under the terms of the Leases. In the exercise of such power, Lender shall be entitled to reimbursement for all costs and expenses, including attorneys' fees, and the same shall be payable upon demand or added to the Note and secured hereby. Trustor shall indemnify and save harmless Lender from any and all cost, expense, including attorneys' fees, or liability under the Leases or by reason of this Deed of Trust and against claims or demands whatsoever which may be asserted against it by reason of any alleged obligation of Lender to perform or discharge any of the terms of the Leases prior to the date that Lender becomes the fee owner of the Premises at a foreclosure sale or by a conveyance by a deed-in-lieu of foreclosure. The receipt by Lender of any rental payments made by tenants and occupants pursuant to the Leases shall constitute a valid receipt and acquittance for all such rents paid, and tenants shall be under no duty or obligation concerning the proper application of any rents so paid. Unless Lender agrees in writing to the contrary, nothing herein contained and no actions taken pursuant to this Deed of Trust shall be construed as constituting Lender a "Mortgagee in Possession." This Paragraph 19 is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, Section 57-26-101 et seq. (the "Act"), and in the event of any conflict or inconsistency between the provisions of this Paragraph 19 and the provisions of the Act, the provisions of the Act shall control and Lender shall have all rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

20. Maintain Leases. With respect to the Operator Lease and any other Leases, Trustor shall not materially change, modify, release, waive, terminate or cancel, surrender, alter or amend the Leases, including the Operator Lease, or any of the terms and provisions thereof, including the rentals thereunder, approve any subletting or assignment by any lessee under the Leases (other than residential leases in connection with the operation of the Premises), nor assign or encumber its rights, title and interest in and to the Leases, nor waive, excuse, condone or in any manner release or discharge the tenants of or from their obligations, covenants and agreements to be performed, nor accept any prepayment of rent (except any amount which may be required to be prepaid by the terms of any such Lease) without first securing, on each occasion, the written consent of Lender, which consent shall not be unreasonably withheld or delayed; provided however, Trustor may, without the prior written consent of Lender, terminate or surrender any of the Leases which are in default, provided Trustor exercises all rights and remedies available to Trustor which may be commercially reasonable to pursue. Trustor may enter into non-material modifications of the Leases provided that such modifications are done in the ordinary course of business and do not diminish the rent or other sums payable, or the timing of the payment of same, to the landlord under the Leases. In addition, Trustor covenants and agrees that Trustor shall not enter into any new leases for the Premises unless Lender has specifically consented to any such new lease, which consent shall not be unreasonably withheld. With respect to all new tenants executing leases on the Premises after the date hereof, Trustor covenants and agrees to obtain Lender's consent to any material changes made to the standard form leases referenced above. Trustor will deliver copies of all lease amendments and new leases to Lender within thirty (30) days after execution whether or not the prior written consent of Lender was required for such amendment or new lease. Trustor shall not, without Lender's written consent, request or consent to the subordination of any of the Leases to any lien subordinate to this Deed of Trust. If Trustor becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Trustor shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to a set-off against rent, and (ii) within ten (10) days after such accrual, reimburse the tenant who shall have

acquired such right to set-off or take such other steps as shall effectively discharge such setoff and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

21. Extraordinary Payments Under Leases. In the event Trustor receives or collects any payment in excess of Five Thousand and 00/100 Dollars (\$5,000.00) in the aggregate from any tenant under any of the Leases (i) pursuant to any right of early termination or cancellation of any of the Leases, (ii) pursuant to a settlement of the obligations of any tenant under any of the Leases, (iii) pursuant to any claim made by Trustor as a result of the termination or rejection of any of the Leases pursuant to any federal or state insolvency or bankruptcy statute permitting the termination or rejection of any of the Leases, or (iv) as a result of the waiver of any obligation under any of the Leases, then Trustor shall immediately pay such sums directly to Lender for application against the indebtedness secured hereby in such order of application as Lender may determine. All such proceeds applied toward the indebtedness secured hereby shall be applied without the imposition of a prepayment penalty or premium.

22. Security Interest. This Deed of Trust shall also be considered a security agreement under the Uniform Commercial Code. For purposes of this Deed of Trust, all references to the "**Uniform Commercial Code**" shall be deemed to mean the Uniform Commercial Code, as amended, modified and/or recodified from time to time, in effect in the State whose laws govern and control the construction of the respective security interests granted under this Deed of Trust. Trustor grants and transfers to Lender a security interest in the Chattel Property and in all other portions of the Premises to the full extent that such property and rights may be subject to the Uniform Commercial Code. Trustor hereby authorizes Lender to file with any public office or official (i) such financing statements covering the security interest of Lender in the Premises and the Chattel Property and (ii) such amendment financing statements and correction statements relating to any financing statement covering the security interest of Lender in the Premises and the Chattel Property, as Lender may deem necessary or advisable, at its reasonable discretion, to perfect its security interest. Such financing statements, amendment financing statements and correction statements may be unsigned or, if required to be signed by the applicable office with which Lender intends to file such financing statement, signed only by a representative of Lender. Trustor shall reimburse Lender upon demand for any filing fees, documentary taxes, intangible taxes and similar taxes incurred by Lender in connection with the filing of financing statements, or any amendments, corrections or extensions relating thereto, and all such amounts shall be secured by this Deed of Trust. To the full extent Trustor may do so, Trustor agrees that Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any damages, penalty or fee against Lender for failure to furnish Trustor with any financing statement filed by Lender which relates to the Premises and the Chattel Property. Trustor, to the extent permitted by law, hereby waives and releases all rights to collect or receive any damages, penalty or fee from Lender for failure to furnish Trustor with any financing statement filed by Lender which relates to the Premises and the Chattel Property. Upon an Event of Default hereunder, Lender, at its option and without notice or demand, shall be entitled to enter upon the Premises to take immediate possession of the Chattel Property or to render the same unusable. Upon request, Trustor shall assemble and make the Chattel Property available to Lender at a place to be designated by Lender which is reasonably convenient to both parties. Upon repossession, Lender may propose to retain the Chattel Property in partial satisfaction of the indebtedness of Trustor secured hereby or sell all or any portion of the Chattel Property at public or private sale in accordance with the Uniform Commercial Code. In the further event that Lender shall dispose of any or all of the Chattel

Property after an Event of Default, the proceeds of disposition shall be first applied in the following order: (a) to the reasonable expenses of retaking, holding, preparing for sale, selling and the like, (b) to the reasonable attorneys' fees and legal expenses incurred by Lender, and (c) to the satisfaction of the indebtedness secured hereby. Trustor agrees to release and hold harmless Lender from any and all claims arising out of the repossession of the Chattel Property. In the event of a proposed sale of all or any part of the Chattel Property, notification shall be given to Trustor at least ten (10) days prior thereto. From time to time upon the request of Lender, Trustor shall furnish to Lender a current detailed written list of all of the Chattel Property. Trustor shall give prior written notice to Lender of any transfer, sale, pledge, encumbrance, assignment or any other process or action taken or pending, voluntary or involuntary, whereby a third party is to obtain or is attempting to obtain possession of or any interest in any of the Chattel Property, except in connection with the sale of inventory in the ordinary course of business or disposal of any obsolete equipment for fair market value. To the extent that the Uniform Commercial Code does not apply to any item of the Chattel Property, it is the intention of this Deed of Trust that Lender have a common law pledge and/or collateral assignment of such item of Chattel Property.

23. Fixture Filing. This Deed of Trust is to be recorded in the real estate records in the Recorder's office of the county in which the Premises are located. THIS DEED OF TRUST SHALL CONSTITUTE A FIXTURE FILING AND FINANCING STATEMENT TO THE EXTENT PERMITTED UNDER THE UNIFORM COMMERCIAL CODE AS ADOPTED IN THE STATE IN WHICH THE PREMISES ARE LOCATED AS TO ALL FIXTURES OWNED BY TRUSTOR ACTUALLY OR CONSTRUCTIVELY ATTACHED TO THE PREMISES. In connection therewith, (i) Trustor shall be deemed the "debtor"; (ii) Lender shall be deemed the "secured party"; (iii) this Deed of Trust covers goods which are or are to become fixtures; (iv) the name of the record owner of the Real Estate is Trustor; (v) the names and addresses of the secured party (Lender) and the debtor (Trustor) are set forth in the opening paragraph of this Deed of Trust; and (vi) the state of organization of Trustor is set forth in the next paragraph of this Deed of Trust.

24. State of Organization. Trustor covenants and warrants to Lender that: (i) Trustor is a limited liability company duly organized in the State of Oregon, (ii) Trustor shall continue to maintain its existence in good standing under the laws of the state of its incorporation or organization, as the case may be, at all times, (iii) Trustor's legal name as shown on the records of the Secretary of State in which Trustor is organized is Beehive Homes of Draper, LLC , and such legal name is correctly reflected in the records of the State of Utah, (iv) Trustor shall not change its legal name without providing Lender with not less than sixty (60) days prior written notice, and (v) Trustor shall not voluntarily or involuntarily dissolve, cancel or terminate its legal existence or change the state of its incorporation or organization, as the case may be, Trustor shall maintain all of Trustor's records regarding the Chattel Property at such chief executive office or residence.

25. Continuing Lien. This Deed of Trust creates a continuing lien to secure the full and final payment of the Note and the performance of the other obligations of Trustor under this Deed of Trust or under any other security documents or agreements executed by Trustor in connection with the indebtedness secured hereby.

26. Successors. In the event the ownership of the Premises, or any part thereof, becomes vested in a person or persons other than Trustor, and Lender does not exercise the

option reserved to it hereunder to accelerate the indebtedness secured hereby in the event of alienation of all or any part of the Premises, Lender may deal with successor or successors in interest with reference to this Deed of Trust and the indebtedness secured hereby in the same manner as with Trustor, without in any manner vitiating or discharging Trustor's liability hereunder, or upon the indebtedness hereby secured.

27. Health Care Facility Representations, Covenants and Agreements. Trustor makes the following representations, warranties, covenants and agreements:

a. For purposes herein, the term "**Operator**" shall mean Ketcher Management Services, LLC, a Utah limited liability company. For purposes herein, the term "**Operator Lease**" shall mean that certain lease agreement dated July 1, 2013, executed by and between Trustor and Operator. For purposes herein, the term "**FF&E**" shall mean all furniture, fixtures, equipment and personal property and assets, tangible or intangible, used or to be used in connection with the operation of the Premises, together with all additions and accessions thereto, replacements and substitutions therefor, products thereof and proceeds therefrom. For purposes herein, the term "**Healthcare Licenses**" shall mean any and all licenses, operating permits, franchises, and other licenses, authorizations, certifications, permits, or approvals issued by, or on behalf of, any Governmental Authority now existing or at any time hereafter issued, with respect to the acquisition, construction, renovation, expansion, leasing, ownership and/or operation of the Premises, accreditation of the Premises, any and all operating licenses issued by any Governmental Authority, any and all pharmaceutical licenses and other licenses related to the purchase, dispensing, storage, prescription or use of drugs, medications, and other "controlled substances," and any and all licenses relating to the operation of food or beverage facilities or amenities, if any.. For purposes herein, the term "**Reimbursement Contracts**" shall mean all third party reimbursement contracts for or in connection with the Project which are now or hereafter in effect with respect to residents or patients qualifying for coverage under the same, including Medicare, Medicaid and private insurance agreements, and any successor program or other similar reimbursement program and/or private insurance agreements. For purposes herein, the term "**Governmental Authority**" shall mean any court, board, agency, commission, office or other authority of any nature whatsoever for any governmental unit (foreign, federal, state, county, district, municipal, city or otherwise) whether now or hereafter in existence, any other state or federal licensing or regulatory authority (including any licensing or regulatory authority responsible for administering or dispensing Medicaid or Medicare payments or any other third party payor billing policies, procedures, limitations or restrictions), or any other public or private agency or organization, including without limitation, any public or private accreditation agency or organization.. For purposes herein, the term "**Medicare**" shall mean that certain federal program providing health insurance for eligible elderly and other individuals, under which physicians, hospitals, skilled nursing homes, home health care and other providers are reimbursed for certain covered services provided to the beneficiaries of such program, which program is more fully described in Title XVIII of the Social Security Act (42 U.S.C. §§ 1395 et seq. as may from time to time be amended) and the regulations promulgated thereunder.. For purposes herein, the term "**Medicaid**" shall mean that certain program of medical assistance, funded jointly by the federal government and the states, for impoverished individuals who are aged, blind and/or disabled, and/or members of families with dependent children, which program is more fully described in Title XIX of the Social

Security Act (42 U.S.C. §§ 1396 et seq., as may from time to time be amended) and the regulations promulgated thereunder.

b. Trustor will: (i) promptly and faithfully observe, perform and comply in all respects with all of the terms, covenants and provisions of the Operator Lease, (ii) refrain from taking any action or permitting any act, event or omission, as a result of which, there is likely to occur a default under the Operator Lease, (iii) promptly give Lender notice of any claim of default under the Operator Lease upon learning of such default and immediately deliver to Lender a copy of each notice of default and all responses to such notice of default and all other material instruments, notices or demands received or delivered by Trustor under or in connection with the Operator Lease, (iv) promptly notify Lender in writing in the event of the initiation of any litigation or arbitration proceeding affecting Trustor or the Premises under or in connection with the Operator Lease, and (v) not terminate, amend or modify the Operator Lease without the prior written consent of Lender except as may be otherwise expressly permitted herein.

c. Trustor will own good, marketable, legal title (which may include leasehold interest) to all FF&E, along with any other related or incidental equipment necessary and sufficient to operate the Premises at all times in full compliance with all applicable laws, ordinances and regulations, free and clear of all liens, pledges, claims or encumbrances, other than liens approved by Lender in writing, and shall not remove such FF&E from the Premises (other than replacement of such FF&E in the ordinary course of business) nor allow comingling or placement at the Premises of any other furniture, fixtures or equipment not owned by Borrower or Operator.

d. Trustor and/or Operator shall at all times (i) be the lawful owners of all Healthcare Licenses for the Premises which (a) shall be in full force and effect, (b) constitute all of the permits, licenses and certificates required for the use, operation and occupancy thereof as a licensed facility, including, without limitation, as appropriate, the dispensing, storage, prescription, disposal and use of drugs, medications and other "controlled substances" and the maintenance of cafeteria and other food and beverage facilities or services, (c) shall not be pledged as collateral for any other loan except loans approved by Lender in writing, (d) shall be held free from restrictions or any encumbrance which would materially adversely affect the use or operation of the Premises, and (e) shall not be conditional, provisional, probationary or restricted in any way, (ii) remain in compliance in all material respects with the applicable provisions of nursing home, skilled care facility, nursing facility, adult home, adult care and/or assisted living facility laws, rules, regulations and published interpretations to which the Premises is subject, (iii) ensure that no waivers of any laws, rules, regulations, or requirements (including, but not limited to, minimum foot requirements per bed) are required for the Premises to operate, (iv) ensure that all Reimbursement Contracts are in full force and effect with respect to the Premises, and Trustor and Operator are in good standing with all the respective agencies governing such applicable nursing home licenses, program certification, and Reimbursement Contracts, (v) remain current in the payment of all so-called provider specific taxes or other assessments with respect to such Reimbursement Contracts, (vi) comply with any and all applicable requirements of any Governmental Authority pertaining to the operation of the Premises, resident rights, employment practices, health standards or controls, (vii) be in compliance with all accreditation standards and requirements to which each is or may become subject.

e. Borrower shall at all times (i) prevent any threatened or pending revocation, suspension, termination, probation, restriction, limitation or non-renewal of any Healthcare License or any similar accreditation or approval by or from any organization or Governmental Authority for healthcare providers, including, without limitation, the issuance of any provisional Healthcare License or other Healthcare License, as a consequence of any sanctions imposed by any Governmental Authority, (ii) prevent any threatened or pending assessment of any civil or criminal penalties by any Governmental Authority, (iii) prevent any Healthcare License from being materially amended, supplemented, rescinded, revoked, terminated, or otherwise modified, and prevent financing statements covering any of the Healthcare Licenses from being filed in any public office, except for those financing statements relating to the Loan and other loans approved by Lender in writing.

f. At all times, the Premises shall be in compliance with all requirements for participation in Medicaid and Medicare and shall be in conformance in all material respects with all insurance, reimbursement and cost reporting requirements and has a current provider agreement which is in full force and effect under Medicaid and Medicare.

28. Events of Default. Each of the following events shall constitute an event of default hereunder (each such event is herein referred to as an "**Event of Default**"):

a. A failure by Trustor to pay, within five (5) Business Days (as defined in the Note) when due, any installment of interest or principal due and payable pursuant to the terms of the Note or the terms of any other agreement evidencing any indebtedness secured hereby;

b. A failure by Trustor or any other obligor to pay, within five (5) Business Days upon demand or when due, any other amounts due and payable pursuant to the terms of the Note, the Deed of Trust, the Loan Agreement, or any of the other Loan Documents;

c. A failure to make any payment when due of any of the taxes, assessments, charges, liens, fees or reimbursements as required hereunder and the continuation of such failure for a period of ten (10) days after written notice of such failure has been sent to Trustor;

d. A failure to maintain any insurance policies as required hereunder and the continuation of such failure for a period of ten (10) days after written notice of such failure has been sent to Trustor;

e. The occurrence of a Prohibited Transfer;

f. A default under or a failure by Trustor to observe or perform any agreement or covenant contained in this Deed of Trust which default or failure can be cured by the payment of money and the continuation of such default or failure for a period of ten (10) days after written notice of such default or failure has been sent to Trustor;

g. A default under or a failure by Trustor to observe or perform any other term, agreement or covenant contained in this Deed of Trust and the continuation of such default or failure for a period of thirty (30) days after written notice of such default or failure has been sent to Trustor;

h. Any warranty, representation, certification or statement made by Trustor in this Deed of Trust, in any of the other Loan Documents or in any certification or other agreement or document executed or delivered in connection herewith is false or incorrect in any material respect upon the date when made or deemed to be made or repeated;

i. The occurrence of an "Event of Default" under the Note or any of the other Loan Documents (for purposes of this paragraph, an "Event of Default" shall mean the occurrence of any event or circumstance which is either defined as, or would constitute, an "Event of Default" under the terms of such Loan Document);

j. With respect to any Loan Document which does not contain an express definition for an "Event of Default", the occurrence of any default under such Loan Document and a failure to cure such default within the applicable cure period specified therein, if any, or if no cure period is specified therein a failure to cure such default within thirty (30) days after written notice thereof is sent to Trustor;

k. The institution of any foreclosure proceeding by the holder of any mortgage or lien upon the Premises or security interest in the Chattel Property, which proceeding remains undismissed for sixty (60) days after being instituted;

l. The Premises or the Chattel Property being seized under any writ or process of court or by any trustee or receiver;

m. The failure at any time of this Deed of Trust to be a valid first lien upon the Premises or any portion thereof (other than as a result of any release by Lender of this Deed of Trust), subject only to the lien of taxes and assessments, use restrictions, rights of way and easements of record as of the date of the recording of this Deed of Trust, the rights of tenants in possession as of the date of the recording of this Deed of Trust and any other matter expressly consented to by Lender;

n. One or more judgments for the payment of money shall have been entered against Trustor or any guarantor of the indebtedness secured hereby, which judgment or judgments exceed One Hundred Thousand and 00/100 Dollars (\$100,000.00) in the aggregate with respect to Trustor or any such guarantor, and such judgment or judgments shall have remained undischarged and unstayed for a period of ninety (90) consecutive days;

o. The occurrence of a default under any instrument, agreement or document executed, or any arrangement or device entered into, in connection with any Rate Management Transaction and a failure to cure such default within the applicable cure period specified therein, if any;

p. The dissolution, liquidation, winding-up or termination of Trustor or the business of Trustor;

q. The occurrence of any material organizational change in Trustor, or any guarantor of the indebtedness secured hereby or their respective members, partners or venturers, including, without limitation, any member, partnership or joint venture dispute which Lender determines, in its sole and absolute discretion, shall have a material adverse effect on the indebtedness secured hereby, on the Premises, or on the ability of Trustor or any guarantor of the indebtedness secured hereby or their respective members, partners and venturers to perform their obligations under the Loan Documents;

r. A consolidation or merger of Trustor without consent of Lender;

s. An assignment by Trustor for the benefit of its creditors;

t. The appointment of a receiver, trustee, custodian or liquidator for Trustor or any of its assets, which appointment is consented to or, if not consented to, shall not be removed or discharged within sixty (60) days after such appointment;

u. The filing of a petition by or on behalf of Trustor for relief under the United States Bankruptcy Code, or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law, which petition is consented to or, if involuntary, remains undismissed for sixty (60) days after such filing;

v. The occurrence of a material adverse change in the financial condition of Trustor, as determined by Lender in its sole reasonable discretion;

w. A failure by any guarantor of the indebtedness secured hereby to pay within five (5) Business Days upon demand or when due any amounts due under the guaranty executed by such guarantor or under any other document or agreement executed by such guarantor in connection with the indebtedness secured hereby;

x. The occurrence of any other default under any guaranty of the indebtedness secured hereby and a failure to cure such default within the applicable cure period specified therein, if any;

y. Any representation or warranty made or deemed to be made by or on behalf of any guarantor of the indebtedness secured hereby in any guaranty, agreement or certification executed by such guarantor in connection with the indebtedness secured hereby, or in any report, certificate, financial statement, document or other instrument delivered pursuant to or in connection with the Note or any other Loan Document, is false or incorrect in any material respect upon the date when made or deemed to be made or repeated;

z. Any guarantor of the indebtedness secured hereby gives written notice to Lender that (i) such guarantor does not intend to be liable for any future obligations under the guaranty executed by such guarantor or under any indemnity agreement executed by such guarantor in connection with the indebtedness secured hereby, or (ii) attempts to cancel or terminate any guaranty executed by such guarantor or any indemnity agreement executed by such guarantor in connection with the indebtedness secured hereby;

aa. The death or insolvency of any guarantor of the indebtedness secured hereby and the failure of Trustor to provide a substitute guarantor acceptable to Lender, in its sole and absolute discretion, within sixty (60) days after such death or insolvency;

bb. An assignment by any guarantor of the indebtedness secured hereby for the benefit of its creditors;

cc. The appointment of a receiver, trustee, custodian or liquidator for any guarantor of the indebtedness secured hereby or any of its assets, which appointment is consented to or, if not consented to, shall not be removed or discharged within sixty (60) days after such appointment;

dd. The failure of Borrower or Operator to correct, within the time deadlines set by any applicable Medicaid or licensing agency, any deficiency which would result in the following actions by such agency with respect to the Premises:

a termination of any Reimbursement Contract or any licenses or permits; or

a ban on new admissions generally or on admission of patients otherwise qualifying for Medicare or Medicaid;

ee. Trustor, Operator, the Premises, or any manager of the Premises should be assessed fines or penalties by any state or any Medicare, Medicaid, health or licensing agency having jurisdiction of such persons or the Premises in excess of \$50,000;

ff. Any default under the Operator Lease (after the expiration of any applicable cure periods) or the cancellation, termination or surrender of the Operator Lease or the Operator Lease otherwise ceases to be in full force and effect;

gg. In the event of any involuntary, imposed, required, actual, threatened or pending revocation, suspension, termination, probation, restriction, limitation, forfeiture or refusal to renew, any Healthcare License necessary or material to the operation of the Premises; or

hh. The filing of a petition by or on behalf of any guarantor of the indebtedness secured hereby for relief under the United States Bankruptcy Code, or under any other present or future state or federal law regarding bankruptcy, reorganization or other debtor relief law, which petition is consented to or, if involuntary, remains undismissed for sixty (60) days after such filing; and

ii. A determination by Lender, in its sole reasonable discretion that any action, inaction, commission, omission or circumstances has occurred or may occur which may subject any assets of Trustor, including but not limited to the Premises and Chattel Property, to be seized by any federal, state or local governmental department, agency or instrumentality pursuant to 18 U.S.C. § 1963, 21 U.S.C. § 853, 21 U.S.C. § 881, 46 App. U.S.C. App. § 1904, I.C. 34-24-1 et seq. or any similar federal, state or local law and/or regulations adopted in publications promulgated pursuant to such laws, or as such laws or regulations may be amended, modified or supplemented from time to time.

Notwithstanding anything expressed or implied in this Paragraph to the contrary, if Lender is prevented or prohibited by any applicable provision of the United States Bankruptcy Code or other applicable law from giving Trustor a notice of default hereunder, then in such event with respect to any default for which this Paragraph provides that notice shall be given (i) no notice of a default shall be given to Trustor and any requirement that notice of a default must be given in order for an Event of Default to have occurred hereunder shall be deemed eliminated, and (ii) any applicable cure period which this Paragraph provides shall follow such notice shall run from the occurrence of the event or condition of default rather than from the date of notice.

29. Specific Remedies. Upon the occurrence of an Event of Default, in addition to all other rights and remedies available to Lender at law or in equity, Lender shall be entitled to exercise any and all of the following rights and remedies:

a. Lender may declare any or all of the indebtedness secured hereby to be immediately due and payable without notice or demand.

b. To execute a written notice of such Event of Default and after the lapse of such time as may then be required by Utah Annotated Code Section 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by Utah Annotated Code Section 57-1-25 and Section 57-1-26 or other applicable law, Trustee, without demand on Trustor may at the direction of Lender, sell the Premises on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Lender may determine (but subject to Trustor's statutory right under Utah Annotated Code Section 57-1-27 to direct the order in which the Premises, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time set forth in the notice of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Annotated Code Section 57-1-27. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with Utah Annotated Code Section 57-1-28, conveying the Premises so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Lender, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

(i) FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the trustee's and attorney's fees actually incurred not to exceed the amount which may be provided for in the Deed of Trust.

(ii) SECOND: To payment of the obligations secured by the Deed of Trust.

(iii) THIRD: The balance, if any, to the person or person's legally entitled to the proceeds, or the trustee, in the trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with Utah Code Annotated Section 57-1-29.

c. Upon any sale made under or by virtue of this Paragraph 29(b) whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Lender may bid for and acquire the Premises, whether by payment of cash or by credit bid in accordance with Utah Code Annotated Section 57-1-28(1)(b). In the event of a successful credit bid, Lender shall make settlement for the purchase price by crediting upon the indebtedness and obligations secured by this Deed of Trust such credit bid amount. Lender, upon so acquiring the Premises or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

d. For purposes of Utah Code Annotated Section 57-1-28, Trustor agrees that all default interest, late charges, any prepayment premiums, swap breakage fees and similar amounts, if any, owing from time to time under the Note or other Loan Documents shall constitute a part of and be entitled to the benefits of Lender's Deed of Trust lien upon the Premises, and (ii) Trustor may add all default interest, late charges, prepayment premiums, swap breakage fees and similar amounts owing from time to time to the principal balance of the Note in its sole discretion, and in either case Lender may include all such amounts in any credit which lender may make against its bid at a foreclosure sale of the Premises pursuant to this Deed of Trust.

e. Trustor agrees to pay any deficiency arising from any cause, to which Lender may be entitled after applications of the proceeds of any trustee's sale, and Lender may commence suit to collect such deficiency in accordance with Utah Code Annotated Section 57-1-32 or other applicable law. Trustor agrees for purposes of Utah Code Annotated Section 57-1-32 that the value of the Premises as determined and set forth in an FIRREA appraisal of the Premises as obtained by Lender on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Premises for purposes of Utah Code Annotated Section 57-1-32.

f. Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under Utah Code Annotated Sections 78-37-1 and 57-1-32 and any successor or replacement statute or any similar laws or benefits.

g. In the event of any amendment to the provisions of Utah Code Annotated Title 57 or other provisions of Utah Code Annotated referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Lender, be deemed amended to be consistent with such amendments or Lender may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

h. At any time during the existence of any such Event of Default, Lender shall be entitled to enter into possession of the Premises and to collect the rents, issues and profits thereof, accrued and to accrue, and to apply the same on any indebtedness

secured hereby (with application against the various obligations constituting the indebtedness secured hereby in such manner and amounts as Lender, in its sole discretion, may determine).

i. To the extent permitted by applicable law, Lender shall be entitled to the appointment of a receiver in any court of competent jurisdiction for all or any part of the Premises and the Chattel Property, and the proceeds, issues and profits thereof, with the rights and powers referenced herein and such other rights and powers as the court making such appointment shall confer, such powers shall include without limitation the power to collect such rents, issues and profits. Trustor hereby waives (i) notice of the exercise by Lender of its right to obtain the appointment of such receiver and (ii) the posting of any bond by Lender in connection with the appointment of such receiver. Trustor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Such receiver shall have all powers and duties prescribed by applicable law, all other powers which are necessary or usual in such cases for the protection, possession, control, management and operation of the Premises and the Chattel Property.

j. Lender may order an appraisal and an environmental site assessment of the Premises and Chattel Property, to be in such form and scope and to be performed by an appraiser and engineer, as applicable, as Lender may choose in its sole discretion. All costs and expenses of such appraisal and environmental site assessment shall be immediately paid by Trustor upon demand by Lender and such amounts shall be added to the indebtedness secured hereby.

k. In addition to the rights available to a beneficiary of real property Lender shall also have all the rights, remedies and recourse available to a secured party under the Uniform Commercial Code as adopted in the State in which the Premises is located, including the right to proceed under the provisions of the Uniform Commercial Code governing default as to any property which is subject to the security interest created by this Deed of Trust or to proceed as to such personal property in accordance with the procedures and remedies available pursuant to a foreclosure of real estate.

All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

30. Fees and Costs. Trustor shall pay to Lender, or its legal representatives, successors and assigns, the costs and expenses, including but not limited to attorneys' fees and legal expenses, incurred by Lender in connection with (i) the exercise of any right or remedy available to it under this Deed of Trust, whether or not suit is commenced, (ii) the enforcement of any provision contained in this Deed of Trust, (iii) the collection of any indebtedness or obligations secured hereby, and (iv) any bankruptcy, reorganization, receivership or other proceeding affecting creditor's rights and involving a claim under this Deed of Trust or any document executed in connection herewith, which fees and costs shall be an additional lien and security interest against the Premises and the Chattel Property and shall be secured hereby. In addition, Trustor shall pay to Lender, or its legal representatives, successors and assigns, attorneys' fees, any sums expended for obtaining title reports for the Premises, for title searches, or for title insurance, and all other costs incurred in any action to foreclose this Deed of Trust, or for the cure of an Event of Default, which fees and costs shall be an additional lien and security interest against the Premises and the Chattel Property and shall be secured hereby.

Notwithstanding anything contained herein to the contrary, any provision contained herein requiring the reimbursement of attorney's fees incurred by Lender shall be deemed to be limited to reasonable attorneys' fees incurred by Lender, provided however, there shall be a rebuttable presumption that any such attorneys' fees incurred by Lender are reasonable in nature and amount.

31. Rights Cumulative. In addition to the rights, powers and remedies herein expressly conferred upon Lender, Lender shall be entitled to exercise all rights, powers and remedies available to Lender by law or at equity. Each right, power or remedy herein expressly conferred upon Lender is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to Lender, at law or in equity, or under any other agreement, 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 shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

32. Compliance with Foreclosure Law. Where any provision of this Deed of Trust or the other Loan Documents is inconsistent with any provision of the laws of the State in which the Premises are located regulating the creation, perfection, enforcement or priority of a lien or security interest in real or personal property (such laws as amended, modified and/or recodified from time to time, are collectively referred to herein as the "**Applicable Law**"), the provisions of the Applicable Law shall take precedence over the provisions of this Deed of Trust, but shall not invalidate or render unenforceable any other provisions of this Deed of Trust that can be construed in a manner consistent with the Applicable Law. Conversely, if any provision of this Deed of Trust shall grant to Lender any rights or remedies upon an Event of Default which is more limited than the rights that would otherwise be vested in Lender under the Applicable Law in the absence of said provision, Lender shall be vested with the rights granted under the Applicable Law to the fullest extent not prohibited by the Applicable Law. If any provision of this Deed of Trust shall grant to Lender (including Lender acting as a mortgagee-in-possession) or a receiver appointed pursuant to the provisions of this Deed of Trust or any of the other Loan Documents 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 Lender or in such receiver under the Applicable Law in the absence of said provision, Lender and such receiver shall be vested with the powers, rights and remedies granted under the Applicable Law to the full extent permitted by law.

33. Exercise of Rights. No failure by Lender in the exercise of any of its rights under this Deed of Trust shall preclude Lender from the exercise thereof in the event of any subsequent Event of Default, and no delay by Lender in the exercise of its rights under this Deed of Trust shall preclude Lender from the exercise thereof so long as an Event of Default exists. Lender may enforce any one or more of its rights or remedies hereunder successively or concurrently.

34. Additional Assurances. Trustor agrees upon the request by Lender to execute and deliver such further instruments, deeds and assurances including financing statements under the Uniform Commercial Code and will do such further acts as may be necessary or proper to carry out more effectively the purposes of this Deed of Trust and without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the granting clause hereof, or intended so to be. Trustor agrees to pay any recording fees, filing fees,

note taxes, mortgage registry taxes or other charges arising out of or incident to the filing or recording of this Deed of Trust and such further assurances and instruments.

35. Extension of Time and Other Acts of Lender. Lender, at its option, may (i) extend the time for the payment of the indebtedness secured hereby, (ii) reduce the payments thereon, (iii) accept a renewal note or notes therefore, (iv) grant any release, with or without consideration, of the whole or any part of the security for the payment of the indebtedness secured hereby or the release of any person, party or entity liable for payment of said indebtedness, or (v) amend or modify in any respect any of the terms and provisions hereof, of this Deed of Trust, the Note (including substitution of another note) or of any other Loan Documents (as defined herein), without the consent of any endorser or guarantor and without the consent of Trustor if Trustor has conveyed title to the Premises, and any such extension, reduction or renewal shall not affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the primary liability of Trustor or any endorser or guarantor to Lender.

36. Partial Release and Additional Security. Any part of the Premises and the Chattel Property covered by this Deed of Trust may be released by Lender without affecting the lien and security interest hereby granted as to the remainder, and the security of this Deed of Trust shall not affect or be affected by any other security for the indebtedness secured hereby nor shall the taking of additional security release or impair the security hereof or liability for the indebtedness secured hereby in any manner whatsoever.

37. Waiver of Certain Rights by Trustor. Trustor for Trustor and Trustor's heirs, devisees, representatives, successors and assigns, and for any and all persons ever claiming any interest in the Premises through Trustor, hereby waives, releases and relinquishes, to the full extent permitted by law, each of the following:

- a. any right or claim of right to cause a marshalling of Trustor's assets or to cause Lender to proceed against any of the security for the indebtedness secured hereby before proceeding under this Deed of Trust against Trustor and Trustor hereby agrees that any court having jurisdiction to foreclose the lien of this Deed of Trust may order the Premises sold as an entirety;
- b. the benefit of all laws now or hereafter existing providing for any appraisalment before sale of any portion of the Premises;
- c. the benefit of all laws now or hereafter existing providing for the extension of time for the enforcement of the collection of the Note or the debt evidenced thereby or creating or extending a period of redemption from any sale made in collecting said debt;
- d. all rights of redemption, reinstatement, valuation, appraisalment, stay of execution and notice of election to mature or declare due the whole of the indebtedness secured hereby in the event of foreclosure of this Deed of Trust; and
- e. all rights of dower, curtesy, and homestead in and to the Premises.

All principal, interest and other amounts secured by this Deed of Trust shall be payable without relief from valuation and appraisalment laws. To the full extent Trustor may do so, Trustor

agrees that Trustor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption. Trustor agrees that any payments required to be made hereunder shall become due on demand and Trustor expressly waives and relinquishes all rights and remedies (including any rights of subrogation) accorded by applicable law to indemnitors or guarantors.

38. No Additional Indebtedness or Encumbrances. Trustor will not incur any indebtedness or make any financial arrangements for borrowed money other than (i) the loan evidenced by the Note and any subsequent indebtedness to Lender and (ii) unsecured, open account obligations incurred in the ordinary course of business having maturities of less than ninety (90) days, without the prior written consent of Lender. Except for the liens and security interests granted in favor of Lender, Trustor shall not grant any mortgage, encumbrance, collateral assignment, pledge or security interests in any asset of Trustor's without the prior written consent of Lender.

39. No Transfers of Assets. Other than in the ordinary course of business for fair value, Trustor will not, without the prior written consent of Lender, cause or permit any of Trustor's property, business or assets to be sold, terminated, assigned, leased, conveyed, or otherwise transferred without fair and adequate consideration.

40. Single Purpose Entity. Trustor shall remain at all times a single purpose entity which (i) is formed or organized solely for the purpose of acquiring, developing, operating and owning a real property interest in the Premises and the activities incidental thereto, (ii) does not engage in any business unrelated to the Premises, (iii) does not have any assets other than those related to its interest in the Premises and the cash revenue generated therefrom, (iv) does not have any indebtedness (including contingent liabilities) other than the loan evidenced by the Note and any indebtedness which is otherwise expressly permitted under the terms of the Loan Documents, (v) maintains its books and records, accounts separate and apart from the books, records and accounts of any other entity, and (vi) holds itself out as being an entity separate and apart from any other entity.

41. Waiver of Right to Trial by Jury. **Trustor hereby agrees that any suit, action or proceeding, whether a claim or counterclaim, brought or instituted by any party on or with respect to this Deed of Trust or any other document executed in connection herewith or which in any way relates, directly or indirectly to any of the Loan Documents or any event, transaction or occurrence arising out of or in any way connected with this Deed of Trust or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. TRUSTOR, AND LENDER BY ACCEPTANCE HEREOF, HEREBY EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING.** Trustor acknowledges that Trustor may have a right to a trial by jury in any such suit, action or proceeding and that Trustor hereby is knowingly, intentionally and voluntarily waiving any such right. Trustor further acknowledges and agrees that this paragraph is material to this Deed of Trust and that adequate consideration has been given by Lender and received by Trustor in exchange for the waiver made by Trustor pursuant to this paragraph.

42. Waivers contained in any Guaranty. Trustor acknowledges and agrees that if any guaranty is executed by Trustor in connection with or related to this Deed of Trust, then all

waivers by Trustor contained in any such guaranty shall be and hereby are incorporated by reference into this Deed of Trust.

43. Successors and Assigns. The covenants, conditions and agreements contained in this Deed of Trust shall bind, and the benefits thereof shall inure to, Trustor and Lender, their respective successors, assigns, heirs and legal representatives.

44. No Agricultural Use. Trustor covenants that the Premises and Chattel Property shall not be used for either agricultural or farming purposes.

45. Merger. In the event Lender acquires any other estate, or any other lien, in the Premises, no merger shall occur as a result thereof unless Lender consents to a merger in writing.

46. Release of Deed of Trust. Lender shall release this Deed of Trust of record upon the satisfaction in full of each of the following conditions: (i) all agreements and obligations of Lender to make any loan or advance any credit to Trustor have been terminated, (ii) all indebtedness and obligations secured hereby have been paid and performed in full, including without limitation the indebtedness and obligations evidenced by the Note and any Rate Management Transaction, (iii) all Rate Management Transactions have been terminated and all breakage and other termination fees which are payable in connection therewith have been paid in full. Trustor agrees to reimburse Lender for all costs and expense incurred by Lender in connection with the preparation and recording of such release and, if required by Lender, shall pay such anticipated release expenses in advance.

47. Notices. Any written notice required or permitted hereunder shall be deemed effective when (a) sent by an overnight carrier which provides for return receipt or (b) mailed by certified United States mail, postage prepaid with return receipt requested, to the applicable address specified below:

If to Trustor at: Beehive Homes of Draper, LLC
711 E. Pioneer Road
Draper, Utah 84020

If to Lender at: Dwight Capital LLC
250 West 55th Street, 30th Floor
New York, New York 10019

or at such other address as Trustor or Lender may from time to time specify by notice hereunder. Any notice may be given on behalf of Lender or Trustor by such party's legal counsel. Any notice required to be given by Lender of a sale, lease or other disposition of the collateral or any other intended action by Lender, deposited in the United States mail, postage prepaid, duly addressed as specified above no less than ten (10) days prior to such proposed action or if sent by overnight carrier no less than five (5) days prior to such proposed action, shall constitute commercially reasonable and fair notice to Trustor of same.

48. Invalidity of Any Provision. It is the intent of this Deed of Trust to confer to Lender the rights and benefits hereunder to the full extent allowable by law. If any provision (or a portion thereof) of this Deed of Trust or of any other document executed in connection herewith is held invalid or unenforceable or the application thereof to any person or circumstance

shall to any extent be invalid or unenforceable (each such provision, or applicable portion thereof, is herein referred to as an "**Invalid Provision**"), then (i) the remainder of this Deed of Trust, or the application of such Invalid Provision to any other person or circumstance, shall be valid and enforceable to the fullest extent permitted by law, (ii) the Invalid Provision shall be deemed to be severable in such instance, and (iii) Trustor 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.

49. **Submission To Jurisdiction.** Trustor irrevocably agrees that any suit, action or other legal proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from the Note, this Deed of Trust or any of the other Loan Documents may be brought in a court located within the State in which the Premises are located, where the real estate encumbered by this Deed of Trust is located. Furthermore, Trustor irrevocably (i) consents and submits to the jurisdiction of any local, state or federal court located within the State in which the Premises are located, (ii) waives any objection which Trustor may have to the laying of venue in any suit, action or proceeding in any such courts, and (iii) waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Notwithstanding anything contained in this paragraph to the contrary, Lender shall have the right to commence and litigate any suit, action or proceeding against Trustor or any property of Trustor in any court of any other appropriate jurisdiction. Nothing herein shall be deemed to limit any rights, powers or privileges which Lender may have pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by Lender which is lawful pursuant to, or which is permitted by, any of the foregoing.

50. **Governing Law.** This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah, notwithstanding that Utah conflicts of law rules might otherwise require the substantive rules of law of another jurisdiction to apply.

51. **USA Patriot Act Notice; Compliance.** The USA Patriot Act of 2001 (Public Law 107-56), as amended from time to time and any successor statute (herein, the "**PATRIOT Act**"), and federal regulations issued with respect thereto require all financial institutions to obtain, verify and record certain information that identifies each individual or business entity which opens an "account" or establishes a relationship with such financial institution. Consequently, Lender may from time-to-time request, and Trustor shall provide to Lender, (i) Trustor's name, address, tax identification number, date of birth, and other information that will allow Lender to identify Trustor, (ii) the name, address, tax identification number, date of birth, and other information that will allow Lender to identify each guarantor of the indebtedness secured hereby, (iii) the name, address, tax identification number, date of birth, and other information that will allow Lender to identify each officer, partner, member, shareholder or other stakeholder of Trustor, and/or (iv) such other identification information as shall be necessary for Lender to comply with federal law. Trustor shall provide such information and take such actions as are reasonably requested by Lender in order to assist Lender in maintaining compliance with the PATRIOT Act. An "account" for this purpose may include, without limitation, a deposit account, cash management service, a transaction or asset account, a credit account, a loan or other extension of credit, and/or other financial services product.

52. [This paragraph is intentionally left blank]

53. Authorization To Complete Blanks and Conform to Recording Requirements. In the event Trustor executes and delivers this Deed of Trust or any other Loan Documents to Lender with any blank incomplete, Trustor authorizes Lender, and its agents, to complete any such open blanks, including without limitation any blanks relating to the effective date of any such Loan Documents, the maturity date of the Note, the address of any party to the Loan Document or the effective date of any other document referenced herein or therein. Trustor authorizes Lender, and its agents, to unilaterally make any modifications, adjustments or amendments necessary or appropriate to conform this Deed of Trust to the requirements for the county recorder in the State where the Premises are located in order to render it in a form acceptable for recording.

54. Interpretation. The captions or headings herein have been inserted solely for the convenience of reference and in no way define or limit the scope, intent or substance of any provision of this Deed of Trust. Whenever the content requires or permits the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. This Deed of Trust shall be construed without regard to any presumption or other rule requiring construction against the party or parties causing this Deed of Trust to be drafted. If used herein, the term "gross negligence" shall be deemed to mean a conscious, voluntary act or omission in reckless disregard of a legal duty and of the consequences as affecting any other party to this Deed of Trust and the Premises.

[the remainder of this page is intentionally left blank,
see the following page for signature of Trustor]

**SIGNATURE PAGE FOR TRUSTOR TO REAL ESTATE DEED OF TRUST,
SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND FIXTURE FILING**

IN WITNESS WHEREOF, Trustor has caused this Deed of Trust to be executed and delivered effective as of the date first above written.

TRUSTOR:

BEEHIVE HOMES OF DRAPER, LLC,
a Utah limited liability company

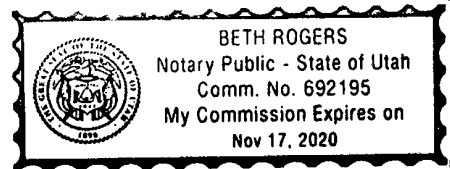
By: Michelle Ketcher
Michelle Ketcher, Managing Member

By: Stanley Ketcher
Stanley Ketcher, Managing Member

STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of October, 2017 by Stanley C. Ketcher in his capacity as Managing Member of Beehive Homes of Draper, LLC, a Utah limited liability company.

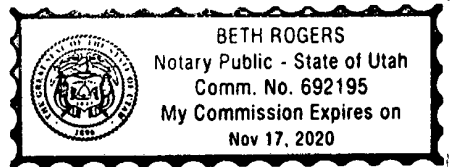
Notary Public
Residing at: Draper
My commission expires: NOV 17, 2020



STATE OF UTAH)
)ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 2nd day of October, 2017 by Michelle Ketcher in her capacity as Managing Member of Beehive Homes of Draper, LLC, a Utah limited liability company.

Notary Public
Residing at: Draper
My commission expires: NOV 17, 2020



This instrument prepared by Michael A. Valinetz, Attorney-at-Law, Wooden & McLaughlin LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

Exhibit "A"

Legal Description

COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 13, DRAPER TOWNSITE SURVEY, AND RUNNING THENCE NORTH 20 RODS; THENCE EAST TO THE EAST JORDAN CANAL; THENCE IN A SOUTHERLY DIRECTION ALONG THE WEST SIDE OF SAID CANAL TO A POINT DUE EAST OF THE PLACE OF BEGINNING; THENCE WEST TO THE PLACE OF BEGINNING, INCLUDING ALL THAT PART OF BLOCK 13, SITUATED WEST OF THE EAST JORDAN CANAL AND SOUTH OF PROPERTY DEEDED TO DRAPER DAIRY, INC.

Said property is also known by the street address of:
709 East Pioneer Road
Draper, UT 84020