

APN: \_\_\_\_\_

Prepared by, recording requested by,  
and after recording, please return to:

Kutak Rock LLP  
The Omaha Building  
1650 Farnam Street  
Omaha, NE 68102-2186  
Attention: Walter L. Griffiths, Esq.

MNT#: 65490

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**Second Amended and Restated Construction Leasehold Deed of Trust,  
Assignment,  
Security Agreement and Fixture Filing**

by

Rest Easy LLC,  
a Delaware limited liability company,  
as Trustor,

to and in favor of

Metro National Title Company,  
a Utah corporation,  
as Trustee,

for the benefit of

Bank of America, N.A.,  
a national banking association,

in its capacity as administrative agent on behalf of the Lenders, as Administrative Agent, as Beneficiary

This document serves as a Fixture Filing under the Utah Uniform Commercial Code.

Trustor's Organizational Identification Number is DE4517136.

**Second Amended and Restated Construction Leasehold Deed of Trust,  
Assignment,  
Security Agreement and Fixture Filing**

This Second Amended and Restated Construction Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing (“**Deed of Trust**”) is made as of the 5th day of June, 2019 (the “**Effective Date**”), by **Rest Easy LLC**, a Delaware limited liability company (herein referred to as “**Trustor**”), whose address is c/o Lendlease (US) Public Partnerships Holdings LLC, 1201 Demonbreun Street, Suite 800, Nashville, Tennessee 37203, to and in favor of Metro National Title Company, a Utah corporation (“**Trustee**”), whose address is 345 East Broadway, Salt Lake City, Utah 84111, for the benefit and security of **Bank of America, N.A.**, a national banking association, as administrative agent on behalf of the Lenders (as defined below), as beneficiary, subject to and in accordance with the terms of the Senior Loan Agreement (as defined below) (together with its successors and assigns in such capacity, the “**Administrative Agent**”), whose address is 901 Main Street, 20<sup>th</sup> Floor, Dallas, TX 75202.

**Recitals**

Trustor is the lessee under (i) that certain Department of the Army Third Amended and Restated Lease and Conveyance of Improvements for Privatization of Army Lodging (PAL) (Groups A, B and C) DACA65-1-09-47, dated as of September 30, 2015 (as it has previously been and may hereafter be further modified, amended, supplemented, restated or replaced from time to time in accordance with its terms, the “**Ground Lease**”) with the United States of America, acting by and through the Secretary of the Army (together with its successors and assigns, the “**Landlord**”) with respect to, among other things, the real property legally described on Exhibit A attached hereto, certain memoranda of which were recorded in the office of the Recorder of Tooele County, Utah (a) on September 30, 2015 as Entry No. 419222, (b) on December 6, 2016 as Entry No. 440495 (as re-recorded on December 6, 2016 as Entry No. 440506), and (c) immediately prior hereto on ~~June 14th~~ June 14th 2019 as Entry No. ~~487964~~ 487964, and (ii) certain Ancillary Leases (as defined in the Senior Loan Agreement) (collectively, the Ground Lease and the Ancillary Leases are referred to herein as the “**Lease**”) as described on Exhibit B attached hereto.

As a condition precedent to making the Senior Loan (as defined below), the Lenders (as defined below) have required that Trustor execute and deliver this Deed of Trust to Trustee and Administrative Agent, which Deed of Trust amends and restates that certain Construction Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, dated as of April 30, 2013 and recorded on May 3, 2013 in the office of the Recorder of Tooele County, Utah, as Entry No. 383801, as further amended and restated by that certain Amended and Restated Construction Leasehold Deed of Trust, Assignment, Security Agreement and Fixture Filing, dated as of September 30, 2015 and recorded on September 30, 2015 in the office of the Recorder of Tooele County, Utah, as Entry No. 419223 (together, the “**Original Deed of Trust**”).

This Deed of Trust is to secure to Administrative Agent, on behalf of the Lenders: (a) the repayment of the loan made or being made (collectively, the “**Senior Loan**”) to Trustor in the original principal amount of up to \$815,000,000.00, pursuant to that certain Sixth Amended and Restated Senior Loan Agreement, dated as of the Effective Date (as such agreement may be hereinafter amended, restated, modified or replaced from time to time, the “**Senior Loan Agreement**”), by and among Trustor, the lenders party thereto from time to time (such lenders, collectively, the “**Lenders**”) and Administrative Agent, which financing is evidenced and secured by, as applicable, the Senior Loan Documents (as defined below), including without limitation, the Senior Note (as defined in the Senior Loan Agreement),

and (b) the satisfaction and/or performance, as the case may be, by Trustor of the Obligations (as defined in the Senior Loan Agreement).

The Senior Note, the Senior Loan Agreement, this Deed of Trust and all other instruments and documents executed by Trustor that evidence, secure or set forth any of the Trustor's obligations relating to the Senior Loan, as the same may from time to time be extended, amended, restated, supplemented or otherwise modified, and whether now in existence or hereafter made and entered into, are collectively referred to as the "**Senior Loan Documents.**" Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Senior Loan Agreement.

Now, therefore, in order to induce the Lenders to make the Senior Loan to Trustor, Trustor and Administrative Agent agree that the Original Deed of Trust is hereby amended and restated in its entirety as follows:

## Article I

### Granting Clauses; Condition of Grant.

#### Section 1.1 Conveyances and Security Interests.

In order to secure the prompt payment and performance of the Obligations, Trustor:

(a) hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust under and subject to the terms and conditions set forth herein, for the benefit of the Administrative Agent, with power of sale and right of entry and possession, the leasehold estate created by the Lease and all other tenancy, term, right, title and interest of Trustor, of whatever character (whether vested or contingent), in and to (1) the real property described on Exhibit A attached hereto, and the real property described in the Ancillary Leases identified on Exhibit B attached hereto (collectively, the "**Land**"), together with any and all rights, privileges and benefits, of whatever character derived by Trustor, or to which Trustor may be entitled, under or by virtue of the Lease, including, without limitation: (i) any and all rights to exercise options (including, without limitation, options to purchase, renew, extend, terminate, reject or assume), give consents and receive payments, reimbursements and refunds; (ii) any and all rights to modify, change, supplement, alter, amend, terminate, cancel, sever or surrender the Lease and any and all rights to release or discharge the Landlord of or from the obligations, covenants, conditions and agreements by the Landlord to be kept, observed or performed thereunder; (iii) any and all claims and rights to the payment of damages that may presently exist or hereafter arise under or in connection with the Lease or the rights of Trustor thereunder, including, without limitation, any such claim or right that may arise as a result of the rejection or disaffirmance of the Lease by the Landlord, or by any trustee of the Landlord, pursuant to the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "**Code**"); (iv) any and all rights, privileges and benefits, of whatever character, to which Trustor may hereafter be entitled pursuant to Section 365 of the Code, including, without limitation, all of Trustor's rights to remain in possession after rejection or disaffirmance of the Lease by the Landlord or by any trustee of the Landlord and (2) all buildings, structures and other improvements now or hereafter existing, erected or placed on the Land, together with any on-site improvements and off-site improvements in any way used or to be used in connection with the use, enjoyment, occupancy or operation of the Land (collectively, excluding the Excluded Improvements (as such term is defined in each of the instruments which comprise the Lease), the "**Improvements**"), together with (i) all estates, title interests, title reversion rights, remainders, increases, issues, profits, rights of way or uses, additions, accretions, servitudes, strips, gaps, gores, liberties, privileges, water rights, water courses, alleys, passages, ways, vaults, licenses, tenements, franchises, hereditaments, appurtenances, easements, rights-of-way, rights of ingress or egress, parking rights, timber, crops, mineral interests and other rights, now or hereafter owned by Trustor and belonging or appertaining to the Land or Improvements; (ii) all Claims whatsoever of Trustor with respect to the Land or Improvements, either in law or in equity, in possession or in

expectancy; (iii) all estate, right, title and interest of Trustor in and to all streets, roads and public places, opened or proposed, now or hereafter adjoining or appertaining to the Land or Improvements; and (iv) all options to purchase the Land or Improvements, or any portion thereof or interest therein, and any greater estate in the Land or Improvements, and all additions to and proceeds of the foregoing (collectively, the **“Real Property”**);

(b) grants to Administrative Agent a security interest in all personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, in which Trustor now has or hereafter acquires an interest and which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (as hereinafter defined), including (i) all fixtures, equipment, systems, machinery, furniture, furnishings, appliances, inventory, goods, building and construction materials, supplies and other articles of personal property, of every kind and character, tangible and intangible (including software which is owned by Trustor embedded therein), now owned or hereafter acquired by Trustor, which are now or hereafter attached to or situated in, on or about the Land or Improvements, or used in or necessary to the complete and proper planning, development, use, occupancy or operation thereof, or acquired (whether delivered to the Land or stored elsewhere) for use or installation in or on the Land or Improvements, and all additions to the foregoing, all of which are hereby declared to be permanent accessions to the Land (collectively, the **“Accessories”**); (ii) subject to the terms of the Lock Box Agreement, all accounts of Trustor within the meaning of the Uniform Commercial Code of the State (as defined herein), derived from or arising out of the use, occupancy or enjoyment of the Property or for services rendered therein or thereon, expressly excluding the Project Reinvestment Reserve Subaccount (as defined in the Lock Box Agreement) (collectively, the **“Accounts”**); (iii) all franchise, license, management or other agreements with respect to the operation of the Real Property or the business conducted therein (provided all of such agreements shall be subordinate to this Deed of Trust, and Administrative Agent shall have no responsibility for the performance of Trustor’s obligations thereunder) and all general intangibles (including payment intangibles, trademarks, trade names, goodwill, software and symbols) related to the Real Property or the operation thereof which are owned by Trustor; (iv) all sewer and water taps, appurtenant water stock or water rights, any Type 2 nonirrigation grandfathered water rights, contractual rights to water, allocations and agreements for utilities, bonds, letters of credit, permits, certificates, licenses, guaranties, warranties, causes of action, judgments, Claims, profits, security deposits, utility deposits, and all rebates or refunds of fees, Taxes, assessments, charges or deposits paid to any Governmental Authority related to the Real Property or the operation thereof; (v) all insurance policies held by Trustor with respect to the Property or Trustor’s operation thereof; and (vi) subject to the terms of the Lock Box Agreement, all money, instruments and documents (whether tangible or electronic) arising from or by virtue of any transactions related to the Property, and all deposits and deposit accounts of Trustor with Administrative Agent related to the Property, including any such deposit account from which Trustor may from time to time authorize Administrative Agent to debit and/or credit payments due with respect to the Senior Loan; together with all additions to and proceeds of all of the foregoing, expressly excluding the Project Reinvestment Reserve Subaccount (as defined in the Lock Box Agreement) (collectively, the **“Personalty”**) (the Real Property and the Personalty shall be collectively referred to herein as the **“Property”**);

(c) assigns to Administrative Agent, and grants to Administrative Agent a security interest in, Trustor’s right, title and interest in any and all judgments, awards of damages (including severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of Condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any Condemnation or threatened Condemnation (the **“Condemnation Awards”**) and all Insurance Proceeds; and

(d) assigns to Administrative Agent, and grants to Administrative Agent a security interest in, all of Trustor's right, title and interest in, but not any of Trustor's obligations or liabilities under, all (i) contracts for services to be rendered, work to be performed or materials to be supplied in the development of the Land or the construction or repair of Improvements, including all agreements with architects, engineers or contractors for such services, work or materials; (ii) all plans, drawings and specifications for the development of the Land or the construction or repair of Improvements; (iii) all permits, licenses, variances and other rights or approvals issued by or obtained from any Governmental Authority or other Person in connection with the development of the Land or the construction or repair of Improvements; and (iv) all amendments of or supplements to any of the foregoing.

Any Person(s) who may have or acquire an interest in all or any part of the Property will be deemed to have notice of, and will be bound by, the terms of the Obligations and each other agreement or instrument made or entered into in connection with each of the Obligations. Such terms include any provisions in the Senior Note, the Senior Loan Agreement and/or any Swap Contract which provide that the interest rate on one or more of the Obligations may vary from time to time. The definition of "Obligations" includes future advances.

### Section 1.2 Absolute Assignment of Rents.

In consideration of the making of the Senior Loan by the Lenders to Trustor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Trustor absolutely and unconditionally assigns any and all rents, royalties, issues, profits, revenues, earnings, income and other benefits of the Property or any part thereof, or arising from the use or enjoyment of the Property or any part thereof, including all such amounts paid under or arising from any of the Lease or the Hotel Operating Agreement (as defined in the Lock Box Agreement) and all fees, charges, accounts or other payments for the use or occupancy of rooms or other facilities at or on the Property or any part thereof (collectively, "**Rents**") to Administrative Agent, subject to the terms of the Lock Box Agreement. This assignment is, and is intended to be, an unconditional, absolute and present assignment from Trustor to Administrative Agent of all of Trustor's right, title and interest in and to the Rents and not an assignment in the nature of a pledge of the Rents or the mere grant of a security interest therein. For so long as the Obligations remain outstanding or until Administrative Agent shall otherwise consent in writing, all such Rents shall be deposited in accordance with the terms of the Lock Box Agreement. All such sums received by Trustor from and after the date hereof shall be deemed received in trust and shall be immediately deposited in accordance with the Lock Box Agreement. However, Administrative Agent hereby grants to Trustor a license to collect and use, subject to the provisions of the Lock Box Agreement, the Rents so long as there is no uncured Event of Default (as defined below).

### Section 1.3 Security Agreement, Fixture Filing and Financing Statement.

This Deed of Trust creates a security interest in the Personalty, and, to the extent the Personalty is not real property, this Deed of Trust constitutes a security agreement from Trustor to Administrative Agent under the Uniform Commercial Code of the State. In addition to all of its other rights under this Deed of Trust and otherwise, Administrative Agent shall have all of the rights of a secured party under the Uniform Commercial Code of the State, as in effect from time to time, or under the Uniform Commercial Code in force from time to time in any other state to the extent the same is applicable Law. This Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property and is to be filed for record in the real estate records of each county where any part of the Property (including such fixtures) is situated. This Deed of Trust shall also be effective as a financing statement with respect to any other Property as to which a security interest may be perfected by the filing of a financing statement and may be filed as such in any appropriate filing or

recording office. The respective mailing addresses of Trustor, as debtor, and Administrative Agent, as secured party, as well as the organizational identification number of Trustor, are set forth in the opening paragraph of this Deed of Trust. A carbon, photographic or other reproduction of this Deed of Trust or any other financing statement relating to this Deed of Trust shall be sufficient as a financing statement for any of the purposes referred to in this Section. Trustor hereby irrevocably authorizes Administrative Agent at any time and from time to time to file any initial financing statements, amendments thereto and continuation statements as authorized by applicable Law, reasonably required by Administrative Agent to establish or maintain the validity, perfection and priority of the security interests granted in this Deed of Trust. The foregoing authorization includes Trustor's irrevocable authorization for Administrative Agent at any time and from time to time to file any initial financing statements and amendments thereto and continuation statements that indicate the Personalty (a) as "all assets of Trustor, wherever located" or words of similar effect, regardless of whether any particular asset comprised in the Personalty falls within the scope of the Uniform Commercial Code of the State or the jurisdiction where the initial financing statement or amendment is filed, or (b) as being of an equal or lesser scope or with greater detail.

**Section 1.4     Reconveyance of Deed of Trust and Termination of Assignments and Financing Statements.**

If and when Trustor has paid and performed all of the Obligations, and no further advances are to be made under the Senior Loan Agreement, Administrative Agent or Trustee, upon request by Administrative Agent, will provide a reconveyance of the Property from the lien of this Deed of Trust or, at Trustor's request, an assignment of this Deed of Trust, each in recordable form, and termination statements for filed financing statements, if any, to Trustor. Trustor shall be responsible for the recordation of such reconveyance and the payment of any recording and filing costs. Upon satisfaction of all outstanding Obligations, this Deed of Trust shall automatically terminate and become null and void.

**Article II  
Representations and Warranties.**

Trustor makes the following representations and warranties to Administrative Agent:

**Section 2.1     Title to Real Property.**

Trustor has a valid interest in the Real Property, free and clear of all liens, encumbrances and charges (the "Encumbrances") other than (a) any matters set forth in any policy of title insurance issued to Administrative Agent and insuring Administrative Agent's interest in the Property, (b) the liens and interest of this Deed of Trust, and (c) any other Permitted Liens. Trustor has full power and lawful authority to grant the Real Property to Administrative Agent in the manner and form herein done or intended and forever warrant and defend Trustor's title in the Real Property against the claims of all persons, subject to the Permitted Liens. This Deed of Trust constitutes a valid first lien upon and security interest in Trustor's right, title and interest in and to the Real Property.

**Section 2.2     Title to Other Property.**

Trustor has good title to the Personalty, and the Personalty is not subject to any Encumbrance other than the Permitted Liens.

**Article III  
Affirmative Covenants.**

**Section 3.1     Obligations.**

Subject to the terms and conditions of the applicable Senior Loan Documents, Trustor agrees to promptly pay and perform all of the Obligations, time being of the essence in each case.

**Section 3.2 Property Assessments; Documentary Taxes.**

Subject to Trustor's right to contest by appropriate proceedings in good faith as provided in the Senior Loan Agreement, Trustor will promptly pay in full and discharge on or before the due date thereof all Taxes and assessments of every nature which may be levied or assessed against the Property in accordance with Section 4.15 of the Senior Loan Agreement.

**Section 3.3 Compliance with Laws.**

Subject to Trustor's right to contest by appropriate proceedings in good faith as provided in the Senior Loan Agreement, except as expressly permitted in the Lease with respect to pre-existing conditions, Trustor will comply with and not violate, and cause to be complied with and not violated, all present and future Laws applicable to the Property and its use and operation in accordance with Sections 3.23 and 4.4 of the Senior Loan Agreement.

**Section 3.4 Maintenance and Repair of the Property.**

Trustor, at Trustor's sole expense, will keep and maintain (or cause to be kept and maintained) the Property in good condition, working order and repair as required by the Senior Loan Agreement.

**Section 3.5 Additions to Security.**

All right, title and interest of Trustor in and to all Improvements hereafter constructed or placed on the Property shall, without any further deed of trust, conveyance, assignment or other act by Trustor, become subject to the lien of this Deed of Trust as fully and completely, and with the same effect, as though now owned by Trustor and specifically described in the granting clauses hereof. Trustor agrees, however, to execute and deliver to Trustee and/or Administrative Agent such further documents as may be reasonably required by the terms of the Senior Loan Agreement and the other Senior Loan Documents to confirm and evidence such lien.

**Section 3.6 Performance of Lease.**

As required by the Senior Loan Agreement, Trustor shall (i) fulfill, perform and observe in all respects each and every material condition and material covenant of Trustor contained in the Lease; (ii) give prompt notice to Administrative Agent of any claim or event of default or noncompliance under the Lease given to Trustor by Landlord or given by Trustor to Landlord, together with a complete copy or statement of any information submitted or referenced in support of such claim or event of default; (iii) at the sole cost and expense of Trustor, enforce the performance and observance of each and every material covenant and material condition of the Lease to be performed or observed by any other party to the Lease unless such enforcement is waived in writing by Administrative Agent; (iv) appear in and defend any action challenging the validity, enforceability or priority of the lien created hereby or the validity or enforceability of the Lease; and (v) timely exercise all renewal options under the Lease while any Obligation under the Senior Loan remains outstanding. The Lease shall not be modified, amended, terminated, cancelled or surrendered by Trustor in violation of the Senior Loan Agreement without Administrative Agent's prior written consent. Without limiting the generality of the foregoing, Trustor shall not, without Administrative Agent's prior written consent, elect to treat the Lease or the leasehold estate created thereunder as terminated under Section 365 of the Code, after rejection or disaffirmance of the Lease by the Landlord (whether as debtor in possession or otherwise) or by any trustee of the Landlord, and any such election made without such consent shall be void and ineffective. Except with respect to any Permitted Liens or Permitted Indebtedness, Trustor shall not assign, transfer, mortgage, pledge or hypothecate the Lease or any interest therein to any party other than Administrative Agent without first obtaining Administrative Agent's prior written consent in accordance with the Senior Loan Agreement. Trustor shall not waive or release any person from the observance or performance of any material obligation to be performed under the terms of the Lease or liability on account of any material

warranty given thereunder. Any modification, amendment, termination, cancellation, surrender, assignment, transfer, mortgage, pledge, hypothecation, waiver or release in violation of the foregoing shall be null and void and of no force and effect. Trustor agrees that if Trustor, at any time while the Obligations are outstanding, acquires fee title or any greater estate than it holds as of the date of this Deed of Trust in and to the Land or the Real Property, the lien of this Deed of Trust shall automatically attach, extend to, cover and encumber such fee title or other greater estate, and that Trustor shall execute such further documents and take such further actions as Administrative Agent may reasonably request to confirm such lien. Without limiting the foregoing sentence, unless Administrative Agent otherwise consents or elects, fee title to the Real Property and the leasehold interest in the Land created by the Lease shall not merge, but shall always be kept separate and distinct, notwithstanding the union of such estates in Trustor, Administrative Agent or any other person by purchase, operation of Law, foreclosure of this Deed of Trust, sale of the Real Property pursuant to this Deed of Trust or otherwise.

#### Article IV Negative Covenants.

##### Section 4.1 Encumbrances.

Trustor will not permit any of the Property to become subject to any Encumbrance other than the Permitted Liens. Within sixty (60) days after the filing of any mechanic's lien or other Lien or Encumbrance against the Property which is not a Permitted Lien, Trustor will promptly discharge the same by payment or recording a bond or otherwise as permitted by Law. So long as Administrative Agent's security has been protected by the recording of a bond or otherwise in a manner satisfactory to Administrative Agent in its sole and absolute discretion, Trustor shall have the right to contest in good faith any Claim or Encumbrance, provided that Trustor does so diligently and without prejudice to Administrative Agent or delay in completing construction of the Improvements. Trustor shall give Administrative Agent Notice of any default under any lien and Notice of any foreclosure or threat of foreclosure with respect to any of the Property.

##### Section 4.2 Transfer of the Property.

Other than as permitted under the Senior Loan Agreement, Trustor will not, without the prior written consent of Administrative Agent, transfer pursuant to a direct or indirect sale, assignment or conveyance, whether made voluntarily or by operation of Law or otherwise, and whether made with or without consideration, or contract to do so, all or any part of the Property or any legal or beneficial interest therein. The transfer of any membership interest in Trustor (whether in one or more transactions during the term of the Obligations) which is prohibited under the Senior Loan Agreement shall be deemed to be a prohibited transfer of the Property.

##### Section 4.3 Removal, Demolition or Alteration of Improvements.

No Improvements shall be removed, demolished or materially altered in a manner which violates the Senior Loan Agreement without the prior written consent of Administrative Agent.

##### Section 4.4 Additional Improvements.

Trustor will not construct, demolish or materially alter any Improvements in a manner which violates the Senior Loan Agreement.

##### Section 4.5 Restrictive Covenants, Zoning, etc.

Except to the extent permitted by the Senior Loan Agreement, Trustor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private



restrictions limiting or defining the uses which may be made of the Property, or consent to or vote in favor of the inclusion of the Property in any community facilities or limited improvement district or any other improvement, assessment or similar district without the prior written consent of Administrative Agent. Trustor (a) will promptly perform and observe, and cause to be performed and observed, all of the material terms and conditions of all agreements affecting the Property, and (b) will do or cause to be done all things reasonably necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

#### Article V Events of Default.

The occurrence or happening, from time to time, of any one or more of the following shall constitute an Event of Default under this Deed of Trust:

##### Section 5.1 Senior Loan Agreement.

The occurrence of an Event of Default under the Senior Loan Agreement.

##### Section 5.2 Transfers.

Trustor, without the prior written consent of Administrative Agent, breaches its obligations under Section 4.2.

##### Section 5.3 Other Obligations.

Trustor fails to promptly perform or comply with any of the Obligations set forth in this Deed of Trust (other than those expressly described in other Sections of this Article V), and such failure continues uncured for a period of sixty (60) days after Notice from Administrative Agent to Trustor, unless (a) such failure, by its nature, is not capable of being cured within such period and (b) within such period, Trustor commences to cure such failure and thereafter diligently prosecutes the cure thereof and provides evidence of such efforts upon request to Administrative Agent.

#### Article VI Rights and Remedies.

Upon the happening and during the continuance of any Event of Default, Administrative Agent, or Trustee at the direction of Administrative Agent, shall have the right, in addition to any other rights or remedies available to Administrative Agent under any of the Senior Loan Documents or applicable Law, to exercise any one or more of the following rights, powers or remedies (but in all events subject to the applicable terms and provisions of the Senior Loan Agreement, including, without limitation, Article VII thereunder):

##### Section 6.1 Acceleration.

Subject to the terms of the Senior Loan Agreement (including, without limitation, Section 7.1 therein), Administrative Agent may accelerate all Obligations under the Senior Loan Documents whereupon such Obligations shall become immediately due and payable, without notice of default, notice of acceleration or intention to accelerate, presentment or demand for payment, protest, notice of protest, notice of nonpayment or dishonor, or notices or demands of any kind or character (all of which are hereby waived by Trustor).

##### Section 6.2 Foreclosure; Power of Sale.

Subject to the terms of the Senior Loan Agreement (including, without limitation, Section 7.1 therein), Trustee, if and as directed by Administrative Agent, shall have all of the rights and may exercise

all of the powers set forth in applicable Law of the State. Trustee may sell the Property in its entirety or in parcels, and by one or by several sales, as deemed appropriate by Administrative Agent in its sole and absolute discretion. If Administrative Agent chooses to have more than one foreclosure sale, Trustee may cause the foreclosure sales to be held simultaneously or successively, on the same day, or on such different days and at such different times as Administrative Agent may elect. Trustee shall receive and apply the proceeds from the sale of the Property, or any portion thereof, in accordance with applicable Law. Immediately upon the first delivery or publication of any advertisement or notice of sale, there shall become due and owing by Trustor all Expenses incident to any foreclosure proceedings under this Deed of Trust together with fees and expenses of Trustee, and no Person shall be required to receive only the aggregate amount of the Obligations to the date of payment unless the same is accompanied by a tender of such Expenses and fees. All Expenses incurred by Administrative Agent and Trustee's fees and expenses must be paid by Trustor as part of any reinstatement tendered in connection with a trustee's sale of the Property. Administrative Agent may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder.

### Section 6.3 Judicial Action.

Subject to the terms of the Senior Loan Agreement (including, without limitation, Section 8.17 therein), upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right from time to time to sue Trustor for any sums required to be paid under the terms of this Deed of Trust, as the same become due (whether interest, damages for failure to pay principal or any installments thereof, taxes, or any other sums required to be paid under the terms of this Deed of Trust, as the same become due), without regard to whether or not any of the other Obligations shall be due, and without prejudice to the right of Administrative Agent thereafter to enforce any appropriate remedy against Trustor, including an action of foreclosure or an action for specific performance, for an Event of Default existing at the time such earlier action was commenced.

### Section 6.4 Collection of Rents.

Upon the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right to (i) take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, (ii) subject to the terms of the Lock Box Agreement, to collect all Rents from the Property and apply the proceeds against the sums due under this Deed of Trust, and (iii) exercise all other rights with respect to the Property described in this Deed of Trust. Trustor hereby appoints Administrative Agent as Trustor's attorney-in-fact with full power of substitution, which appointment shall take effect upon the occurrence and during the continuance of an Event of Default and is coupled with an interest and, subject to a cure of such Event of Default in accordance with the terms of the Senior Loan Documents, is irrevocable prior to the full and final payment and performance of the Obligations, in Trustor's name or in Administrative Agent's name: (a) subject to the terms and conditions of the Lock Box Agreement, to endorse all checks and other instruments received in payment of Rents and to deposit the same in any account selected by Administrative Agent; (b) to give receipts and releases in relation thereto; (c) to institute, prosecute and/or settle actions for the recovery of Rents; (d) to modify the terms of any agreements relating to the Rents payable thereunder; and (e) to do all other acts and things with respect to the Rents which Administrative Agent may deem necessary or desirable to protect the security for the Obligations.

### Section 6.5 Taking Possession or Control of the Property.

To the extent permitted by applicable Laws, as a matter of right without regard to the adequacy of the security, and to the extent permitted by Laws without notice to Trustor, Administrative Agent shall be entitled, upon application to a court of competent jurisdiction, to the immediate appointment of a receiver for all or any part of the Property and the Rents, whether such receivership may be incidental to a

proposed sale of the Property or otherwise, and Trustor hereby consents to the appointment of such a receiver and agrees that such receiver shall have all of the rights and powers granted to Administrative Agent pursuant to Section 6.4. In addition, to the extent permitted by Law, and with or without the appointment of a receiver, or an application therefor, Administrative Agent may (a) enter upon, and take possession of (and Trustor shall surrender actual possession of), the Property or any part thereof, without notice to Trustor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and (b) remove and exclude Trustor and its agents and employees therefrom.

#### Section 6.6 Management of the Property.

Upon obtaining possession of the Property or upon the appointment of a receiver as described in Section 6.5, Administrative Agent, Trustee or the receiver, as the case may be, may, at its sole option, (a) make all necessary or proper repairs to or upon the Property, (b) operate, maintain, control, make secure and preserve the Property, and (c) complete the construction of any unfinished Improvements on the Property and, in connection therewith, continue any and all outstanding contracts for the erection and completion of such Improvements and make and enter into any further contracts which may be necessary, either in their or its own name or in the name of Trustor (the costs of completing such Improvements shall be Expenses secured by this Deed of Trust and shall accrue interest as provided in the Senior Loan Agreement and the other Senior Loan Documents). Administrative Agent, Trustee or such receiver shall be under no liability for, or by reason of, any such taking of possession, entry, holding, removal, maintaining, operation or management, except for gross negligence or willful misconduct. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default, and the enforcement of such remedies, once commenced, shall continue for so long as Administrative Agent shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

#### Section 6.7 Uniform Commercial Code.

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

#### Section 6.8 Application of Proceeds.

Unless otherwise provided by applicable Law, all proceeds from the sale of the Property or any part thereof pursuant to the rights and remedies set forth in this Article VI and any other proceeds received by Administrative Agent from the exercise of any of its other rights and remedies hereunder or under the other Senior Loan Documents shall, subject to the terms and conditions of the Lock Box

Agreement and Section 8.27 of the Senior Loan Agreement, be applied first to pay all Expenses, next in reduction of the other Obligations, in such manner and order as Administrative Agent may elect, and finally the remainder, if any, shall be paid to Trustor.

Section 6.9 Other Remedies.

Administrative Agent shall have the right from time to time to protect, exercise and enforce any legal or equitable remedy against Trustor provided under the Senior Loan Documents or by applicable Laws.

Article VII  
Trustee.

Section 7.1 Liability of Trustee.

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

Section 7.2 Indemnification of Trustee.

Trustor agrees to indemnify Trustee and to hold Trustee harmless for, from and against any and all Claims and Expenses directly or indirectly arising out of or resulting from any transaction, act, omission, event or circumstance in any way connected with the Property or the Senior Loan, including but not limited to any Claim arising out of or resulting from any assertion or allegation that Trustee is liable for any act or omission of Trustor or any other Person in connection with the ownership, development, financing, operation or sale of the Property; provided, however, that Trustor shall not be obligated to indemnify Trustee with respect to any Claim arising solely from the gross negligence or willful misconduct of Trustee. The agreements and indemnifications contained in this Section shall apply to Claims arising both before and after the repayment of the Senior Loan and shall survive the repayment of the Senior Loan, any foreclosure or deed in lieu thereof and any other action by Trustee to enforce the rights and remedies of Administrative Agent, on behalf of the Lenders, or Trustee hereunder or under the other Senior Loan Documents.

### Section 7.3 Substitution of Trustee; Multiple Trustees.

Administrative Agent, on behalf of the Lenders, shall have, and is hereby granted with warranty of further assurances, the irrevocable power to appoint a new or replacement or substitute Trustee. Such power may be exercised at any time without notice, without cause and without specifying any reason therefor, by filing for record in the office where this Deed of Trust is recorded a substitution of Trustee. The power of appointment of a successor Trustee may be exercised as often as and whenever Administrative Agent, on behalf of the Lenders, may choose, and the exercise of the power of appointment, no matter how often, shall not be an exhaustion thereof. Upon the recordation of such substitution of Trustee, the Trustee so appointed shall thereupon, without any further act or deed of conveyance, become fully vested with identically the same title and estate in and to the Property and with all the rights, powers, trusts and duties of its predecessor in the trust hereunder with like effect as if originally named as Trustee hereunder. Whenever in this Deed of Trust reference is made to Trustee, it shall be construed to mean each Person appointed as Trustee for the time being, whether original or successor in trust. All title, estate, rights, powers, trusts and duties granted to Trustee shall be in each Person appointed as Trustee so that any action hereunder by any Person appointed as Trustee shall for all purposes be deemed to be, and as effective as, the action of all Trustees.

## Article VIII

### Miscellaneous.

#### Section 8.1 Rights, Powers and Remedies Cumulative.

Each right, power and remedy of Administrative Agent or Trustee as provided for in this Deed of Trust, or in any of the other Senior Loan Documents or now or hereafter existing by Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Deed of Trust, or in any of the other Senior Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by Administrative Agent or Trustee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by Administrative Agent or Trustee of any or all such other rights, powers or remedies.

#### Section 8.2 No Waiver by Administrative Agent or Trustee.

No course of dealing or conduct by or among Trustee, Administrative Agent and Trustor shall be effective to amend, modify or change any provisions of this Deed of Trust or the other Senior Loan Documents. No failure or delay by Administrative Agent or Trustee to insist upon the strict performance of any term, covenant or agreement of this Deed of Trust or of any of the other Senior Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Administrative Agent or Trustee from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, neither Administrative Agent nor Trustee shall be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Trustor nor any other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of (a) the failure of Administrative Agent to comply with any request of Trustor or of any other Person to take action to foreclose this Deed of Trust or otherwise enforce any of the provisions of this Deed of Trust, or (b) any agreement or stipulation between any subsequent owner or owners of the Property and Administrative Agent, or (c) Administrative Agent's extending the time of payment or modifying the terms of this Deed of Trust or any of the other Senior Loan Documents without first having obtained the consent of Trustor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate lien on the Property,

Administrative Agent may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Deed of Trust or any of the other Senior Loan Documents without in any way impairing or affecting the lien of this Deed of Trust or the priority of this Deed of Trust over any subordinate lien. The holder of any subordinate lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Deed of Trust. Administrative Agent may resort to the security or collateral described in this Deed of Trust or any of the other Senior Loan Documents in such order and manner as Administrative Agent may elect in its sole discretion.

### Section 8.3 Waivers and Agreements Regarding Remedies.

To the full extent Trustor may do so, Trustor hereby:

(a) agrees that it will not at any time plead, claim or take advantage of any Laws now or hereafter in force providing for any appraisal, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal, stay of execution, extension and notice of election to accelerate the Obligations;

(b) waives all rights to a marshalling of the assets of Trustor, including the Property, or to a sale in the inverse order of alienation in the event of a foreclosure of the Property, and agrees not to assert any right under any Law pertaining to the marshalling of assets, the sale in inverse order of alienation, the exemption of homestead, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Administrative Agent under the terms of this Deed of Trust to a sale of the Property without any prior or different resort for collection, or the right of Administrative Agent to the payment of the Obligations out of the proceeds of sale of the Property in preference to every other claimant whatsoever;

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

(d) waives and relinquishes any and all rights and remedies which Trustor may have or be able to assert by reason of the provisions of any Laws pertaining to the rights and remedies of sureties; and

(e) to the maximum extent permitted by Law, Trustor waives any right to assert that the Property was created in violation of applicable subdivision ordinances and regulations and agrees to take all actions and execute all documents requested by Administrative Agent in connection with compliance with or exemption from all applicable subdivision ordinances and regulations.

### Section 8.4 Successors and Assigns.

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

### Section 8.5 No Warranty by Administrative Agent, Trustee or the Lenders.

By inspecting the Property or by accepting or approving anything required to be observed, performed or fulfilled by Trustor or to be given to Administrative Agent or Trustee pursuant to this Deed of Trust or any of the other Senior Loan Documents, none of Administrative Agent, Trustee or the Lenders shall be deemed to have warranted or represented the condition, sufficiency, legality, effectiveness or legal effect of the same, and such acceptance or approval shall not constitute any warranty or representation with respect thereto by Administrative Agent, Trustee or the Lenders.

**Section 8.6 Amendments.**

This Deed of Trust may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

**Section 8.7 Severability.**

In the event any one or more of the provisions of this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any other respect, or in the event any one or more of the provisions of the Senior Loan Documents operates or would prospectively operate to invalidate this Deed of Trust, then and in either of those events, at the option of Administrative Agent, such provision or provisions only shall be deemed null and void and shall not affect the validity of the remaining Obligations, and the remaining provisions of the Senior Loan Documents shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

**Section 8.8 Notices.**

All Notices, demands or documents to be delivered under this Deed of Trust shall be given in writing in the manner provided for the giving of notices under the Senior Loan Agreement.

**Section 8.9 Rules of Construction.**

The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Deed of Trust in its entirety. The terms "agree" and "agreements" mean and include "covenant" and "covenants." The words "include" and "including" shall be interpreted as if followed by the words "without limitation." The headings of this Deed of Trust are for convenience of reference only and shall not be considered a part hereof and are not in any way intended to define, limit or enlarge the terms hereof. All references (a) made in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, (b) made in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well, (c) to the Senior Loan Documents are to the same as extended, amended, restated, supplemented or otherwise modified from time to time unless expressly indicated otherwise, (d) to the Land, Improvements, Personalty, Real Property or Property shall mean all or any portion of each of the foregoing, respectively, and (e) to Articles or Sections are to the respective Articles or Sections contained in this Deed of Trust unless expressly indicated otherwise. Any term used or defined in the Uniform Commercial Code of the State, as in effect from time to time, which is not defined in this Deed of Trust shall have the meaning ascribed to that term in the Uniform Commercial Code of the State. If a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term shall have the meaning specified in Article 9.

**Section 8.10 Governing Law.** This Deed of Trust shall be construed, governed and enforced in accordance with the Laws in effect from time to time in the State.

**Section 8.11 Entire Agreement.** The Senior Loan Documents constitute the entire understanding and agreement between Trustor, the Lenders and Administrative Agent with respect to the transactions arising in connection with the Obligations, and supersede all prior written or oral understandings and agreements between Trustor, the Lenders and Administrative Agent with respect to

the matters addressed in the Senior Loan Documents. In particular, and without limitation, the terms of any commitment by the Lenders to make the Senior Loan are merged into the Senior Loan Documents. Except as incorporated in writing into the Senior Loan Documents, there are no representations, understandings, stipulations, agreements or promises, oral or written, with respect to the matters addressed in the Senior Loan Documents.

**Section 8.12 Certain Provisions Incorporated by Reference.**

The provisions of the Senior Loan Agreement (including, without limitation, Section 8.26 therein) and the Senior Note (and any other Senior Loan Document) that govern adjustments, if any, to the interest rate and payment amount, the accrual of interest and increases, if any, in the principal balance, are incorporated into this Deed of Trust by reference as though fully set forth herein.

**Section 8.13 Nature of Obligations.**

The obligations of Trustor hereunder to pay and perform the Obligations (including, without limitation, such Obligations as are evidenced by the Senior Note) shall be without recourse to Trustor's members, shareholders, officers, affiliates, directors, partners, agents, employees or consultants, or any affiliate of any such person, or to the property or assets of any such person. Notwithstanding anything to the contrary herein, nothing herein shall be deemed to be a waiver of any right which Administrative Agent or the Lenders may have under Sections 506(a), 506(b), 1111(b) or any other provision of the Federal Bankruptcy Code or any similar federal or state statute to file a claim for the full amount of the Obligations secured hereby or to require that all Collateral shall continue to secure all Obligations owing to the Lenders and/or Administrative Agent in accordance with the Senior Note, this Deed of Trust and the other Senior Loan Documents. The foregoing will in no way limit Administrative Agent's or the Lenders' recourse to the Collateral following an Event of Default.

**Article IX**  
**State Specific Provisions**

**Section 9.1 Principles of Construction.**

In the event of any inconsistencies between the terms and conditions of this Article 9 and the other provisions of this Deed of Trust, the terms and conditions of this Article 9 shall control and be binding.

**Section 9.2 Definitions.**

The term "State" as used herein shall mean the State of Utah.

**Section 9.3 Use of Loan Proceeds; Construction Mortgage.** This Deed of Trust secures a loan made for the purpose of, among other things, building or improving a building, and is a "construction mortgage" as that term is defined in the version of the Uniform Commercial Code enacted in the State.

**Section 9.4 Maximum Principal Indebtedness.** Notwithstanding anything else in this Deed of Trust to the contrary, the maximum amount of principal debt secured by the Deed of Trust, not including funds disbursed to protect the security of the Deed of Trust, shall not exceed at any one time \$815,000,000.00.

*[Remainder of page intentionally left blank; signature page follows]*



IN WITNESS WHEREOF, Trustor and Administrative Agent have caused this Deed of Trust to be executed as of the day and year first written above.

TRUSTOR:

REST EASY LLC, a Delaware limited liability company

By: RE Managing Member LLC, its managing member

By: Lendlease (US) Public Partnerships Holdings LLC, its sole member

By: [Signature]

Name: Pete Sims  
Title: Senior Vice President

STATE OF TENNESSEE )  
 ) ss.  
COUNTY OF DAVIDSON )

On this, the 14<sup>th</sup> day of May, 2019, before me, the undersigned, a notary public in and for said State, personally appeared Pete Sims, a Senior Vice President of Lendlease (US) Public Partnerships Holdings LLC, the sole member of RE Managing Member LLC, the managing member of Rest Easy LLC, known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged himself to be a Senior Vice President of Lendlease (US) Public Partnerships Holdings LLC, the sole member of RE Managing Member LLC, the managing member of Rest Easy LLC and further acknowledged that, being informed of the contents of such instrument, he, in such capacity, being authorized to do so, executed the foregoing instrument in such capacity by virtue of his authority.

[Signature]  
Name: Tynia D. Burns

My Commission Number: \_\_\_\_\_  
My Commission Expires: 7-5-2021

[AFFIX NOTARY SEAL]



[Signature page (Page 17 of 20) Amended and Restated Deed of Trust (Dugway Proving Grounds, UT)]

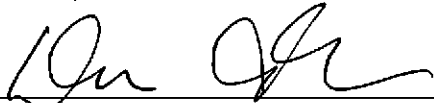
ADMINISTRATIVE AGENT:

**BANK OF AMERICA, N.A.**, a national banking association, as administrative agent subject to and in accordance with the terms of the Senior Loan Agreement

By:   
Name: Alisa Hollenback  
Title: Senior Vice President

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

On this, the 21 day of May, 2019 before me, the undersigned, a notary public in and for said state, personally appeared Alisa Hollenback, a Senior Vice President of Bank of America, N.A., a national banking association, known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged herself to be a Senior Vice President of Bank of America, N.A., a national banking association and further acknowledged that she, in such capacity, being authorized to do so, executed the foregoing instrument in such capacity by virtue of her authority.

  
Notary Public

DARCIE ANN RODDEN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20164046098  
MY COMMISSION EXPIRES DECEMBER 5, 2020

[Signature page to PAL Second Amended and Restated Deed of Trust (Dugway Proving Grounds, UT)]

**Exhibit A****Legal Description****Dugway Proving Ground Parcel A**

Part of the Northeast  $\frac{1}{4}$  of Section 9, T-7-S, R-8-W and part of the Northwest  $\frac{1}{4}$  of Section 10, T-7-S, R-8-W Salt Lake Meridian, all lying and being in that land, which is owned by United States Army, Dugway Proving Ground, Utah, situated in Tooele County, containing a total of 4.99 acres, being more particularly described to wit:

Commencing at a found 2" iron pipe at the Northeast corner of Section 9, T-7-S, R-8-W and having the following coordinates: X=1293561.33 Y=7255321.78, from said pipe go S10°55'52"E for a distance of 1993.26 feet to a set 5/8" iron rebar with aluminum cap stamped A-01 having the following coordinates: X=1293939.30 Y= 7253364.69, said rebar also being the POINT OF BEGINNING of the parcel herein described.

Thence from said "Point of Beginning" proceed along the back of curb the following courses and distances, S19°09'58"W a distance of 303.73 feet to a set monument stamped A-02, thence S60°11'38"W a distance of 158.50 feet to a set monument stamped A-03, thence S57°22'05"W a distance of 16.68 feet to a set monument stamped A-04, thence S13°00'42"W a distance of 137.19 feet to a set monument stamped A-05, thence along an arc 31.88 feet to the right, having a radius of 39.50 feet, the chord of which is S89°49'08"W for a distance of 31.02 feet to a set monument stamped A-06, thence N72°55'52"W a distance of 355.87 feet to a set monument stamped A-07, thence along an arc 9.92 feet to the right, having a radius of 7.49 feet, the chord of which is N41°45'22"W for a distance of 9.21 feet to a set monument stamped A-08, thence N17°29'09"E a distance of 222.68 feet to a set monument stamped A-09, thence N38°20'52"E a distance of 10.12 feet to a point on the back of the curb, thence N17°19'17"E a distance of 139.66 feet to a set monument stamped A-10, thence along an arc 7.22 feet to the right, having a radius of 5.74 feet, the chord of which is N68°17'47"E for a distance of 6.75 feet to a point on the back of the curb, thence S79°38'55"E a distance of 5.38 feet to a point on the back of the curb, thence along an arc 7.17 feet to the left, having a radius of 7.22 feet, the chord of which is N70°36'31"E for a distance of 6.88 feet to a point on the back of the curb, thence N22°25'50"E a distance of 14.02 feet to a set monument stamped A-11, thence leaving the back of curb, S74°29'36"E a distance of 256.12 feet to a set monument stamped A-12, thence N16°57'05"E a distance of 171.93 feet to a set monument stamped A-13 on the back of the curb, thence S72°50'30"E a distance of 234.90 feet to a set monument stamped A-01 said point also being the POINT OF BEGINNING.

The above described parcel contains 4.99 acres (217,506 sq.ft.) more or less.

All bearings are referenced to grid north as determined by the State Plane coordinate system for the Utah Central Zone.

For informational purposes only, the street address of the Land is set forth in Schedule 17 of the Senior Loan Agreement.

**Exhibit B**

**Description of Ancillary Leases**

None