

After Recording Mail To:

ALLY BANK
200 WEST CIVIC CENTER DRIVE,
SUITE 201
SANDY, UT 84070
ATTN: CRA MANAGER
95985 - AU

ENT 10299 : 2018 PG 1 of 24
Jeffery Smith
Utah County Recorder
2018 Jan 31 03:55 PM FEE 56.00 BY VP
RECORDED FOR Cottonwood Title Insurance Agency, Inc.
ELECTRONICALLY RECORDED

DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
Fixture Filing
MADE BY

LIBERTY CENTER PROPERTIES, LLC,
as Trustor

TO

ALLY BANK,
as Beneficiary

Dated as of: January 31, 2018

Coversheet Recording Information:

TRUSTOR: LIBERTY CENTER PROPERTIES, LLC, a Utah limited liability company

BENEFICIARY: ALLY BANK, a Utah state chartered bank

TRUSTEE: COTTONWOOD TITLE INSURANCE AGENCY, INC.

LEGAL DESCRIPTION: The complete legal description is on Exhibit A.

ASSESSOR'S PROPERTY TAX
PARCEL ACCOUNT NUMBER: 04-065-0029

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND
Fixture Filing**

This DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "Deed of Trust") is made as of January 31, 2018, by Liberty Center Properties, LLC, a Utah limited liability company ("Trustor"), whose address is 6440 South Wasatch Boulevard, Suite 100, Salt Lake City, Utah 84121, in favor of COTTONWOOD TITLE INSURANCE AGENCY, INC. ("Trustee"), whose address 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 for the benefit of ALLY BANK, a Utah state chartered bank, whose address is 200 West Civic Center Drive, Suite 201, Sandy, UT 84070 and its successors and assigns ("Beneficiary").

1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 below, Trustor hereby irrevocably and unconditionally GRANTS, TRANSFERS, CONVEYS AND ASSIGNS to Trustee, IN TRUST WITH POWER OF SALE, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) All of Trustor's estate, right, title and interest as fee simple owner of the real property located at approximately 35 North 300 West, City of Provo, Utah County, Utah, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "Premises"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "Improvements"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits (including, without limitation, all right, title, and interest of Trustor under any restrictive covenants, declaration of condominium owner, planned unit development, or other controlling document who, as such, now has or will hereafter have special rights and privileges with respect to the Property and/or the related owner's association which are not enjoyed by all other owners, including without limitation, all payments received from accounts receivable related to maintenance and administration of the Property and further including all rights and interests as a condominium unit owner under any condominium documents now or hereafter recorded or filed affecting all or any portion of the Property, including without limitation, all rights and interests of a condominium unit owner under any owners association' or similar association or entity including without limitation all rights to vote and/or otherwise meet with, instruction or direct any board of director or other governing body of such owners association as a condominium unit owner thereunder and all rights of a condominium unit owner to access any books and records of such association), air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, rental agreements, occupancy agreements and concessions ("leases") relating to the use and enjoyment

of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases including all extensions, renewals, replacements and modifications of any of the foregoing; together with

(e) All real property and improvements on the Premises, and all appurtenances and other property and interests of any kind or character (whether described in Exhibit A or not), which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, and any manufacturer's warranties with respect thereto, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(h) All of Trustor's interest in and to all operating accounts, the Loan funds, whether disbursed or not, all reserves set forth in the Budget; together with

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; including without limitation all of Trustor's rights, title and interests in, to and under that certain Parking Facility Agreement with the Redevelopment Agency of Provo City Corporation, dated as of June 3, 2015, as amended pursuant to the Amendment to Parking Facility Agreement dated effective July 21, 2016, and all amendments, modifications and extensions thereof including without limitation all operations reserve funds and all replacement reserve funds thereunder, including any deposit accounts at any depository established in connection therewith, and that certain Management Agreement with Cowboy Properties, L.C., dated July 1, 2015, in connection with the Premises, and all amendments, modifications and extensions thereof, including without limitation, all operating accounts or other funds, accounts and deposit accounts at any depository from time to time established or maintained thereunder together with

(j) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any

court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(k) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("Books and Records"); together with

(l) All "Equipment" as that term is defined in the Utah Uniform Commercial Code (the "UCC") as presently or hereafter in effect; together with

(m) All "Goods" as that term is defined in the UCC as presently or hereafter in effect; together with

(n) All "Accounts" as that term is defined in the UCC as presently or hereafter in effect; together with

(o) All right, title, and interest of Trustor in and to that certain Low Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants dated April 21, 2015, and recorded in the official real estate records of the Utah County, Utah Recorder's office on June 9, 2015 as Entry No. 50203:2015 including all amendments and restatements thereof (the "Commitment Agreement") and in any and all future agreements, awards and grants of interim and final allocations of tax credits to Trustor in respect of the Project, including, without limitation, any Low-Income Housing Credit Carryover Allocation Agreements, any Low-Income Housing Tax Credit Reservation Agreements and any Form 8609 - Low-Income Housing Credit Allocation Certifications made in respect of the Property (collectively and together with the Commitment Agreement, the "Tax Credit Documents"); together with

(p) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

Capitalized terms used above and elsewhere in this Deed of Trust without definition have the meanings given them in the Loan Agreement referred to in Subsection 1.2(a)(iii) below.

1.2 Secured Obligations

(a) Trustor makes the grant, conveyance, and mortgage set forth in Section 1.1 above, and grants the security interest set forth in Section 3 below for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

(i) Payment of all obligations at any time owing under a promissory note (the "Note") bearing even date herewith, payable by Trustor as maker in the stated principal amount of Thirteen Million Two Hundred Thirty Thousand and No/100 Dollars (\$13,230,000.00) to the order of Beneficiary; and

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(iii) Payment and performance of all obligations of Trustor under a Loan Agreement bearing even date herewith between Trustor as "Borrower" and Beneficiary as "Lender" (the "Loan Agreement"), including without limitation all obligations of Trustor with respect to the Loan pursuant thereto; and

(iv) Payment and performance of any obligations of Trustor under any Loan Documents that are executed by Trustor; and

(v) Payment and performance of all future advances and other obligations that Trustor or any successor in ownership of all or part of the Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust; and

(vi) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note or the Loan Agreement that permit borrowing, repayment and reborrowing, or provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

2. Assignment of Rents.

2.1 Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income, accounts, rights, proceeds and other benefits of the Property, whether now due, past due or to become due, including without limitation, all prepaid rents, minimum rents, additional rents, termination payments, bankruptcy claims, security deposits or other deposits, forfeited security deposits, damages following default and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability due to destruction or damage to the Project, together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Trustor may have against any tenant, lessee or licensee under the leases or against any other occupant of the Project (some or all collectively, as the context may require, "Rents"). This is an absolute assignment, not an assignment for security only.

2.2 Grant of License. Beneficiary hereby grants and confers upon Trustor a license to collect and retain the Rents as they become due and payable, so long as no Event of Default, as defined in Section 6.2 below, shall exist and be continuing (the "License"). If an Event of Default has occurred and is continuing, Beneficiary shall have the right, which Beneficiary may choose to exercise in Beneficiary's sole discretion, to terminate the License without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary's security under this Deed of Trust.

2.3 Collection and Application of Rents. Subject to the License granted to Trustor under Section 2.2 above, Beneficiary has the right, power and authority to collect any and all Rents. Trustor hereby appoints Beneficiary its attorney in fact to perform any and all of the following acts, if and at the times when Beneficiary in its sole discretion may so choose:

(a) Demand, receive and enforce payment of any and all Rents; or

- (b) Give receipts, releases and satisfactions for any and all Rents; or
- (c) Sue either in the name of Trustor or in the name of Beneficiary for any and all Rents.

Beneficiary and Trustor agree that the mere recordation of the assignment granted herein entitles Beneficiary immediately to collect and receive rents upon the occurrence of an Event of Default, as defined in Section 6.2, without first taking any acts of enforcement under applicable law, such as, but not limited to, providing notice to Trustor, filing foreclosure proceedings, or seeking and/or obtaining the appointment of a receiver. Further, Beneficiary's right to the Rents does not depend on whether or not Beneficiary takes possession of the Property as permitted under Subsection 6.3(c). In Beneficiary's sole discretion, Beneficiary may choose to collect Rents either with or without taking possession of the Property. Beneficiary shall apply all Rents collected by it in the manner provided under Section 6.6. If an Event of Default occurs while Beneficiary is in possession of all or part of the Property and is collecting and applying Rents as permitted under this Deed of Trust, Beneficiary and any receiver shall nevertheless be entitled to exercise and invoke every right and remedy afforded any of them under this Deed of Trust and at law or in equity.

2.4 Beneficiary Not Responsible. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Premises and Improvements, unless Beneficiary agrees in writing to the contrary, Beneficiary is not and shall not be deemed to be:

- (a) A "mortgagee in possession" for any purpose; or
- (b) Responsible for performing any of the obligations of the lessor under any lease; or
- (c) Responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or
- (d) Liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it.

2.5 Leasing. Trustor shall not accept any deposit or prepayment of rents under the leases for any rental period exceeding one (1) month without Beneficiary's prior written consent. Trustor shall not lease the Property or any part of it except strictly in accordance with the Loan Agreement.

2.6 Tax Credit Documents. Trustor hereby irrevocably constitutes and appoints Beneficiary, and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) to demand, receive and enforce Trustor's rights with respect to any of the Tax Credit Documents, (b) to enter into, acknowledge, satisfy or otherwise perform any Tax Credit Documents, and (c) to exercise all the rights of Trustor in connection with any tax credits reserved, granted or awarded and to realize the benefits thereof, on behalf of and in the name of Trustor or, at the option of Beneficiary, in the name of Beneficiary, with the same force and effect as Trustor could do if this collateral assignment of the Tax Credit Documents had not been made; provided, however: (1) Beneficiary shall not under any circumstances be obligated to perform any obligation of Trustor; (2) any sums advanced by Beneficiary in such performance shall be included in the Secured Obligations and shall bear interest at the Default Rate set forth in the Note; (3) Beneficiary as such attorney-in-fact shall only be accountable for such funds as

are actually received by Beneficiary; and (4) Beneficiary shall not be liable to Trustor or any other person or entity for any failure to take any action which it is empowered to take under this Section 2.6. Beneficiary, as agent for Trustor under the powers of attorney, is not a fiduciary for Trustor. Beneficiary, in exercising any of its rights or powers pursuant to the powers of attorney, may do so for the sole benefit of Beneficiary and not for Trustor.

Unless and until an Event of Default shall occur under the Note, this Deed of Trust, the Loan Agreement, or any other Loan Document executed by Trustor in connection with the Loan, Beneficiary shall not exercise any of Trustor's rights under any of the Tax Credit Documents; provided, however, that from and after the time of such default, Beneficiary, in addition to such other remedies that Beneficiary may have under any other document, instrument or agreement, or as a secured party under the Utah Uniform Commercial Code, shall become immediately entitled, but shall not be obligated, to exercise all the rights of Trustor under any of the Tax Credit Documents as Trustor's attorney-in-fact or in any other manner permitted by law. Upon any such exercise of rights by Beneficiary, if there is a change in ownership of the Property such that the new owner could be entitled to any tax credits allocated by the Tax Credit Documents, Trustor agrees not to claim or use in any way on any federal or state tax return any tax credits allocated by the Tax Credit Documents for any period beginning on or after the first date for which such tax credits can be claimed by the new owner of the Property under the federal rules then applicable to such tax credits. Beneficiary shall not be liable for any defaults by Trustor in the performance of Trustor's duties under any of the Tax Credit Documents, and Trustor hereby agrees to indemnify, save harmless and defend Beneficiary against any and all claims, damages, liability and loss, including reasonable attorney's fees, to which the Beneficiary may be exposed, or which the Beneficiary may incur arising out of any such default or arising out of the exercise by Beneficiary of any of its rights under the collateral assignment of the Tax Credit Documents. Beneficiary may reassign its right, title and interest in the Tax Credit Documents to any persons or entities to whom Beneficiary has transferred the Note and Deed of Trust or to a purchaser in connection with a foreclosure of the Deed of Trust or a deed in lieu thereof, in Beneficiary's discretion, upon written notice to Utah Housing Corporation ("UHC") or other appropriate party under any of the Tax Credit Documents, but without any further requirement for the consent of UHC or any such party or of Trustor, and any such reassignment shall be valid and binding upon UHC and any such party and upon Trustor as fully as if each had expressly approved the same.

3. Grant of Security Interest.

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents, all in favor of Beneficiary. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the UCC, covering all such Property and Rents, with Trustor being the Debtor and Beneficiary being the Secured Party.

3.2 Financing Statements. Trustor shall execute and/or deliver one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property or Rents, and hereby authorizes Beneficiary to file such financing statements or other documents. As provided in Section 5.9 below, Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute and/or deliver any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute and/or deliver any such documents on its behalf. If any financing statement or other document is filed in

the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

4. Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the UCC, as amended or recodified from time to time, covering any Property that now is, or later may become, fixtures attached to the Premises or Improvements. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party, are as set forth in the preambles of this Deed of Trust.

5. Rights and Duties of the Parties.

5.1 Representations and Warranties. Trustor represents and warrants that:

(a) Trustor lawfully possesses and holds fee simple title to all of the Premises and Improvements;

(b) Trustor has or will have good title to the Improvements and all of the real property described on Exhibit A;

(c) Trustor has the full and unlimited power, right and authority to encumber the Property and assign the Rents except as such power, right and authority may be limited with respect to the Tax Credit Documents;

(d) This Deed of Trust creates a first and prior lien on the Property;

(e) The Property includes all property and rights which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements;

(f) Except for those subordinate liens to which Beneficiary has consented in accordance with the terms of Section 6.13 of the Loan Agreement, Trustor owns any Property (except for certain personal property identified in the Tax Credit Documents) that is personal property free and clear of any security agreements, reservations of title or conditional sales contracts, and there is no financing statement affecting such personal property on file in any public office;

(g) Trustor's place of business, or its chief executive office if it has more than one place of business, is located at the address specified below; and

(h) That with respect to the Commitment Agreement and each of the other Tax Credit Documents, as the case may be, that (a) the Commitment Agreement is the only agreement regarding tax credits for the Property in effect as of the date hereof; (b) there has been no prior assignment of the Commitment Agreement, any other Property Tax Credit Document, any of Trustor's existing or future rights under the Commitment Agreement or any other Property Tax Credit Document, or any tax credits reserved or allocated thereby; (c) each of the Tax Credit Documents is a valid, enforceable agreement, neither party is in default to the other thereunder, and all covenants, conditions and agreements have been performed as required therein, except those not due to be performed until after the date hereof; (d) Trustor shall promptly deliver to Beneficiary copies of all future Tax Credit Documents; and (e) Trustor shall not alter or amend any of the Tax Credit Documents required to be delivered hereunder without the prior written consent of Beneficiary. Trustor further agrees not to assign, sell, pledge, mortgage or otherwise

transfer or encumber its interest in any of the Tax Credit Documents so long as this collateral assignment of the Tax Credit Documents is in effect.

(i) No documents establishing or creating a condominium shall be recorded or filed affecting or against the Property or any portion thereof without Beneficiary's prior written consent, which consent may be withheld in Beneficiary's sole discretion. In the event condominium documents are consented to by Beneficiary, Beneficiary shall not be obligated to, and does not agree to, subordinate this Deed of Trust or any other Loan Documents to any condominium regime or project so established or created. Further, Trustor expressly acknowledges and agrees that even with regard to any condominium project or regime that Beneficiary may consent to, no equitable subordination of this Deed of Trust to the condominium or any condominium documents shall occur. Unless Beneficiary by means of a written and duly recorded subordination expressly subordinates the Deed of Trust and other Loan Documents to any condominium documents Beneficiary may consent to, in the event Beneficiary exercises its remedies for foreclosure hereunder, including any exercise of power of sale hereunder, Beneficiary shall have the right to foreclose and completely remove from title any and all condominium documents, any condominium project or regime created thereunder and all rights, title and interests of any party therein or thereunder.

5.2 Taxes and Assessments. Trustor shall pay prior to delinquency all taxes, levies, charges and assessments, in accordance with Section 6.2 of the Loan Agreement.

5.3 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.4 Liens, Charges and Encumbrances. Trustor shall immediately discharge any lien on the Property that Beneficiary has not consented to in writing in accordance with the terms of Section 6.6 of the Loan Agreement.

5.5 Damages and Insurance and Condemnation Proceeds. In the event of any casualty or condemnation of the Property, the provisions of Article 7 of the Loan Agreement shall govern.

5.6 Maintenance and Preservation of Property.

(a) Trustor shall insure the Property as required by the Loan Agreement and keep the Property in good condition and repair.

(b) Trustor shall not remove or demolish the Property or any part of it, or alter, restore or add to the Property, or initiate or allow any change or variance in any zoning or other Premises use classification which affects the Property or any part of it, except as permitted or required by the Loan Agreement or with Beneficiary's express prior written consent in each instance.

(c) If all or part of the Property becomes damaged or destroyed, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices, regardless of whether or not Beneficiary agrees to disburse Proceeds or other sums to pay costs of the work of repair or reconstruction under Article 7 of the Loan Agreement.

(d) Trustor shall not commit or allow any act upon or use of the Property that would violate: (i) any applicable Laws or order of any Governmental Authority, whether now existing or

later to be enacted and whether foreseen or unforeseen; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it that could invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property or any part of it under the Loan Agreement.

(e) Trustor shall not commit or allow waste of the Property, including those acts or omissions characterized under the Loan Agreement as waste which arises out of Hazardous Material, in violation of applicable law.

(f) Trustor shall perform all other acts that, from the character or use of the Property, may be reasonably necessary to maintain and preserve the Property's value.

5.7 Releases, Extensions, Modifications and Additional Security. From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person:

- (a) Release any person liable for payment of any Secured Obligation;
- (b) Extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation;
- (c) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (d) Alter, substitute or release any property securing the Secured Obligations;
- (e) Consent to the making of any plat or map of the Property or any part of it;
- (f) Join in granting any easement or creating any restriction affecting the Property;
- (g) Join in any subordination or other agreement affecting this Deed of Trust or the lien of it; or
- (h) Release the Property or any part thereof.

5.8 Reconveyance. This conveyance is made in trust. These presents are made upon the express condition that when all of the Secured Obligations have been paid in full, all fees and other sums owed by Trustor under Section 5.9 of this Deed of Trust and the other Loan Documents have been received, and the Trustor, its successors, or assigns have otherwise performed all obligations under the same, then this Deed of Trust and the estate hereby granted shall cease, terminate and be void, and Trustee shall reconvey without warranty the property then held hereunder. The beneficiary in such reconveyance may be described as "the person or persons legally entitled thereto." Neither Beneficiary nor Trustee shall be required to bear any expense or cost in connection with such reconveyance or the recording thereof.

5.9 Compensation, Exculpation, Indemnification.

(a) Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Trustee and Beneficiary when the law provides no maximum limit, for any services that Trustee and Beneficiary may render in connection with this Deed of Trust, including

providing a statement of the Secured Obligations or providing the release pursuant to Section 5.8 above. Trustor shall also pay or reimburse all of Trustee's and Beneficiary's costs and expenses that may be incurred in rendering any such services. Trustor further agrees to pay or reimburse Trustee and Beneficiary for all costs, expenses and other advances which may be incurred or made by Trustee and Beneficiary in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Trustee and Beneficiary under Section 6.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any Foreclosure Sale (as defined in Subsection 6.3(i) below) and any cost of evidence of title. If Beneficiary chooses to dispose of Property through more than one Foreclosure Sale, Trustor shall pay all costs, expenses or other advances that may be incurred or made by Trustee and Beneficiary in each of such Foreclosure Sales. In any suit to foreclose the lien hereof or enforce any other remedy of Trustee and Beneficiary under this Deed of Trust or the Note, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all expenditures and expenses which may be paid or incurred by or on behalf of Trustee and Beneficiary for attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses incurred by Trustee and Beneficiary with respect to environmental matters, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Trustee and Beneficiary may deem reasonable either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to, the value of or the environmental condition of the Property. All expenditures and expenses of the nature in this subsection mentioned, and such expenses and fees as may be incurred in the protection of the Property and maintenance of the lien of this Deed of Trust, including the fees of any attorney (including the costs and fees of paralegals) employed by Trustee and Beneficiary in any litigation or proceeding affecting this Deed of Trust, the Note or the Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Trustor, with interest thereon at the Default Rate and shall be secured by this Deed of Trust.

(b) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust; or

(iii) Any loss sustained by Trustor or any third party resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property, after an Event of Default, unless the loss is caused by the willful misconduct and bad faith of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(c) Trustor agrees to indemnify each of Trustee and Beneficiary against and hold it harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys'

fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which it may suffer or incur:

- (i) In performing any act required or permitted by this Deed of Trust or any of the other Loan Documents or by law;
- (ii) Because of any failure of Trustor to perform any of its obligations hereunder or under the Loan Documents; or
- (iii) Because of any alleged obligation of or undertaking by Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Loan Documents.

This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release of this Deed of Trust.

(d) Trustor shall pay all obligations to pay money arising under this Section 5.9 immediately upon demand by Beneficiary. Each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the Default Rate.

5.10 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary created under it, against all adverse claims. Trustor shall give Beneficiary prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.11 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

5.12 Site Visits, Observation and Testing. Subject to the rights of any tenants in possession or portions of the Property, Beneficiary and its agents and representatives shall have the right at any reasonable time to enter and visit the Property for the purpose of performing appraisals, observing the Property, taking and removing soil or groundwater samples, and conducting tests on any part of the Property. Beneficiary has no duty, however, to visit or observe the Property or to conduct tests, and no site visit, observation or testing by Beneficiary, its agents or representatives shall impose any liability on any of Beneficiary, its agents or representatives. In no event shall any site visit, observation or testing by Beneficiary, its agents or representatives be a representation that Hazardous Material are or are not present in, on or under the Property, or that there has been or shall be compliance with any law, regulation or ordinance pertaining to Hazardous Material or any other applicable governmental law. Neither Trustor nor any other party is entitled to rely on any site visit, observation or testing by any of Beneficiary, its agents or representatives. Neither Beneficiary, nor its agents or representatives owe any duty of care to protect Trustor or any other party against, or to inform Trustor or any other party of, any Hazardous Material or any other adverse condition affecting the Property. Beneficiary shall give Trustor reasonable notice before entering the Property. Beneficiary shall make reasonable efforts to avoid interfering with Trustor's use of the Property in exercising any rights provided in this Section 5.12.

5.13 Notice of Change. Trustor shall give Beneficiary prior written notice of any change in:

(a) the location of its place of business or its chief executive office if it has more than one place of business; (b) the location of any of the Property, including the Books and Records; and (c) Trustor's name or business structure. Unless otherwise approved by Beneficiary in writing, all Property that consists of personal property (other than the Books and Records) will be located on the Premises and all Books and Records will be located at Trustor's place of business or chief executive office if Trustor has more than one place of business.

6. Accelerating Transfers, Default and Remedies.

6.1 Accelerating Transfers.

(a) **“Accelerating Transfer”** means any Transfer not expressly permitted under Sections 6.20 and 6.21 of the Loan Agreement.

(b) Trustor acknowledges that Beneficiary is making one or more advances under the Loan Agreement in reliance on the expertise, skill and experience of Trustor; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Beneficiary's reliance, Trustor agrees that Trustor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary may invoke any rights and remedies provided by Section 6.3 of this Deed of Trust.

6.2 Events of Default. Trustor will be in default under this Deed of Trust (a) if any representation or warranty made herein by Trustor is determined by Beneficiary to have been false or misleading in any material respect at the time made, (b) upon the occurrence of any default under the Loan Agreement, or (c) upon any failure by Trustor in the performance or observance of any other covenant or condition hereof and the continuance of such failure for thirty (30) days after written notice thereof from Beneficiary to Trustor; provided, however, that if such failure is susceptible of cure but cannot reasonably be accomplished within said thirty (30) day period, then Trustor shall have an additional thirty (30) day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as Trustor commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within such resulting sixty (60) day period from the date of Beneficiary's notice. Any such default not so cured shall be an “Event of Default” under each of the other Loan Documents, entitling Beneficiary to exercise any or all rights and remedies available to Beneficiary under the terms hereof or of any or all of the other Loan Documents, and any Event of Default under the other Loan Documents, or any default under any other Loan Document that is not cured within any applicable grace or cure period, shall be deemed an Event of Default hereunder subject to no grace or cure period, entitling Beneficiary to exercise any or all rights provided for herein (some or all collectively, **“Events of Default;”** anyone singly, an **“Event of Default”**).

6.3 Remedies. At any time after an Event of Default, Beneficiary shall be entitled to invoke any and all of the rights and remedies described below, in addition to all other rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of anyone or more of them shall not constitute an election of remedies.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately.

(b) Receiver. Beneficiary shall, as a matter of right, without notice and without

giving bond to Trustor or anyone claiming by, under or through Trustor, and without regard for the solvency or insolvency of Trustor or the then value of the Property, to the extent permitted by applicable law, be entitled to have a receiver appointed for all or any part of the Property and the Rents, and the proceeds, issues and profits thereof, with the rights and powers referenced below and such other rights and powers as the court making such appointment shall confer, and 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 Property, and such rights and powers as Beneficiary would have, upon entering and taking possession of the Property under Subsection 6.3(c) below.

(c) Entry. Beneficiary, in person, by agent or by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: taking and possessing all of Trustor's or the then owner's Books and Records; entering into, enforcing, modifying or canceling leases on such terms and conditions as Beneficiary may consider proper; obtaining and evicting tenants; fixing or modifying Rents; collecting and receiving any payment of money owing to Beneficiary; completing any unfinished construction; and/or contracting for and making repairs and alterations. If Beneficiary so requests, Trustor shall assemble all of the Property that has been removed from the Premises and make all of it available to Beneficiary at the site of the Premises. Trustor hereby irrevocably constitutes and appoints Beneficiary as Trustor's attorney-in-fact to perform such acts and execute such documents as Beneficiary in its sole discretion may consider to be appropriate in connection with taking these measures, including endorsement of Trustor's name on any instruments.

(d) Cure; Protection of Security. Trustee or Beneficiary may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Trustee or Beneficiary may also enter the Property and/or do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust, including. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Trustee or Beneficiary under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Trustee's or Beneficiary's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Trustee or Beneficiary or to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under the Loan Agreement; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Trustee or Beneficiary. Trustee or Beneficiary may take any of the actions permitted under this Subsection 6.3(d) either with or without giving notice to any person. Any amounts expended by Trustee or Beneficiary under this Subsection 6.3(d) shall be secured by this Deed of Trust.

Notwithstanding anything to the contrary contained in this Deed of Trust, Liberty Center LIHTC Investor, LLC, a Utah limited liability company ("Investor Member"), shall have the right, but not the obligation, to cure defaults of Trustor under this Deed of Trust on the same terms and conditions as Trustor has to cure such defaults. Beneficiary shall deliver notice of any default by Trustor under this Deed of Trust to Investor Member; however, any failure to deliver such notice shall not be deemed a failure to provide notice to Trustor. Beneficiary agrees to accept any cure by Investor Member of any default by Trustor under this Deed of Trust on the same basis as if tendered by Trustor.

(e) UCC Remedies. Trustee or Beneficiary may exercise any or all of the remedies granted to a secured party under the UCC.

(f) Foreclosure; Lawsuits. Beneficiary shall have the right, in one or several concurrent or consecutive proceedings, to (A) foreclose the lien hereof upon the Property or any part thereof, for the Secured Obligations, or any part thereof, by any proceedings appropriate under applicable law or (B) cause any or all of the Property to be sold under the power of sale granted by this Deed of Trust in any manner permitted by applicable law.

(i) Trustee or Beneficiary or its nominee may bid and become the purchaser of all or any part of the Property at any foreclosure or other sale hereunder, and the amount of Trustee's or Beneficiary's successful bid shall be credited on the Secured Obligations. Without limiting the foregoing, Trustee or Beneficiary may proceed by a suit or suits in law or equity, whether for specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure under the judgment or decree of any court of competent jurisdiction. In addition to the right provided in Subsection 6.3(a), upon, or at any time after the filing of a complaint to foreclose this Deed of Trust, Trustee or Beneficiary shall be entitled to the appointment of a receiver of the property by the court in which such complaint is filed, and Trustor hereby consents to such appointment.

(ii) Upon any sale of the Property, Trustee will execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property sold, but without any covenant or warranty, express or implied, and the recitals in the Trustee's deed showing that the sale was conducted in compliance with all the requirements of law shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.

(g) Other Remedies. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Trustor or any other person or entity in favor of Beneficiary in connection with the Secured Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Trustor. Beneficiary shall have the right to pursue all remedies afforded to a Beneficiary under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

(h) Sale of Personal Property. Beneficiary shall have the discretionary right to cause some or all of the Property, which constitutes personal property, to be sold or otherwise disposed of by Trustee under the power of sale granted by this Deed of Trust in any combination and in any manner permitted by applicable law.

(i) For purposes of this power of sale, Beneficiary may elect to treat as personal property any Property that is intangible or that can be severed from the Premises or Improvements without causing structural damage. If it chooses to do so, Beneficiary may dispose of any personal property, in any manner permitted by Article 9 of the UCC, including any public or private sale, or in any manner permitted by any other applicable law.

(ii) In connection with any sale or other disposition of such Property, Trustor

agrees that the following procedures constitute a commercially reasonable sale: Beneficiary shall mail written notice of the sale to Trustor not later than thirty (30) days prior to such sale. Beneficiary will publish notice of the sale in a local daily newspaper of general circulation. Upon receipt of any written request, Beneficiary will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(i) Single or Multiple Foreclosure Sales. If the Property consists of more than one lot, parcel or item of property, Beneficiary may:

(i) Designate the order in which the lots, parcels and/or items shall be sold or disposed of or offered for sale or disposition by the Trustee; and

(ii) Elect to cause the Trustee to dispose of the lots, parcels and/or items through a single consolidated sale or disposition to be held or made under or in connection with judicial proceedings, or by virtue of a judgment and decree of foreclosure and sale; or through two or more such sales or dispositions; or in any other manner Beneficiary may deem to be in its best interests (any such sale or disposition, a "Foreclosure Sale," and any two or more, "Foreclosure Sales").

If Beneficiary chooses to have more than one Foreclosure Sale, Beneficiary at its option 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 and in such order as Beneficiary may deem to be in its best interests. No Foreclosure Sale shall terminate or affect the liens of this Deed of Trust on any part of the Property which has not been sold, until all of the Secured Obligations have been paid in full.

6.4 Credit Bids. At any Foreclosure Sale, any person, including Trustor or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations:

(a) First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary under Section 5.9 of this Deed of Trust; and

(b) Second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

6.5 Application of Foreclosure Sale Proceeds. Beneficiary shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the costs and expenses of the sale; including without limitation Trustee's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of Trustee, together with interest on all advances made by Trustee from date of disbursement at the lesser of interest on all advances made by Trustee from date of disbursement at the lesser of the default rate under the Loan Agreement, or the maximum rate permitted by law.

(b) Second, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to reimburse Beneficiary under Section 5.9 of this Deed of Trust;

(c) Third, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary under the terms of this Deed of Trust which then remain unpaid;

(d) Fourth, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(e) Fifth, to remit the remainder, if any, to the person or persons entitled to it.

6.6 Application of Rents and Other Sums. Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of a Foreclosure Sale which Beneficiary may receive or collect under Section 6.3 above, in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the costs and expenses of operation and collection that may be incurred by Beneficiary or any receiver;

(b) Second, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it. Beneficiary shall have no liability for any funds which it does not actually receive.

7. Miscellaneous Provisions.

7.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor that apply to this Deed of Trust and to the Property.

7.2 No Waiver or Cure.

(a) Each waiver by Beneficiary must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Beneficiary to take action on account of any default of Trustor. Consent by Beneficiary to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's consent to be obtained in any future or other instance.

(b) If any of the events described below occurs, that event alone shall not: cure or waive any breach, Event of Default or notice of default under this Deed of Trust or invalidate any act performed pursuant to any such default or notice; or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and all other defaults under the Loan Documents have been cured); or impair the security of this Deed of Trust; or prejudice Beneficiary or any receiver in the exercise of any right or remedy afforded any of them under this Deed of Trust; or be construed as an affirmation by Beneficiary of any tenancy, lease or option, or a subordination of the lien of this Deed of Trust.

(i) Beneficiary, its agent or a receiver takes possession of all or any part of the Property in the manner provided in Subsection 6.3(c).

(ii) Beneficiary collects and applies Rents as permitted under Sections 2.3 and 6.6 above, either with or without taking possession of all or any part of the Property.

(iii) Beneficiary receives and applies to any Secured Obligation any proceeds of any Property, including any proceeds of insurance policies, condemnation awards, or other claims, property or rights assigned to Beneficiary under Section 5.5 above.

(iv) Beneficiary makes a site visit, observes the Property and/or conducts tests as permitted under Section 5.12 above.

(v) Beneficiary receives any sums under this Deed of Trust or any proceeds of any collateral held for any of the Secured Obligations, and applies them to one or more Secured Obligations.

(vi) Beneficiary or any receiver invokes any right or remedy provided under this Deed of Trust.

7.3 Powers of Beneficiary.

(a) If Beneficiary performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Sections 5.7 or 6.3(d) of this Deed of Trust, that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Trustor shall not be released or changed if Beneficiary grants any successor in interest to Trustor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(b) Beneficiary may take any of the actions permitted under Sections 6.3(b) and/or 6.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary may apply to any court of competent jurisdiction for aid and direction in executing and enforcing the rights and remedies created under this Deed of Trust. Beneficiary may from time to time obtain orders or decrees directing, confirming or approving acts in executing and enforcing these rights and remedies.

7.4 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

7.5 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

7.6 Applicable Law. The creation, perfection and enforcement of the lien of this Deed of

Trust shall be governed by the law of the State in which the property is located. Subject to the foregoing, in all other respects, this Deed of Trust shall be governed by the substantive laws of the State of Utah.

7.7 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 7.7 does not waive the provisions of Section 6.1 above.

7.8 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

7.9 In-House Counsel Fees. Whenever Trustor is obligated to pay or reimburse Beneficiary for any attorneys' fees, those fees shall include the allocated costs for services of in-house counsel.

7.10 Waiver of Statutory Rights. To the extent permitted by law, Trustor hereby agrees that it shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "Moratorium Laws," now existing or hereafter enacted, in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Trustor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Property sold as an entirety. Trustor hereby waives any and all rights of redemption from sale under any judgment of foreclosure of this Deed of Trust on behalf of Trustor and on behalf of each and every person acquiring any interest in or title to the Property of any nature whatsoever, subsequent to the date of this Deed of Trust. The foregoing waiver of right of redemption is made pursuant to the provisions of applicable law.

7.11 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

7.12 Notices. Any notice or demand which is made hereunder shall be delivered by certified mail, return receipt requested, hand delivered, delivered by overnight courier, or delivered by telecopier, at the address or telecopy number set forth below or such other address or telecopy number which either party may give the other notice of in writing in the manner provided in this Section. Such delivery shall be deemed complete upon the second Business Day after mailing, if mailed, on the Business Day after deposit with overnight courier, if sent by overnight courier, and upon delivery, if hand-delivered or

delivered by telecopier:

Trustor:	Liberty Center Properties, LLC 6440 South Wasatch Boulevard, Suite 100 Salt Lake City, Utah 84121 Attn: Mark R. Cornelius Telephone: (801) 501-7962 Fax: (801) 501-7967
With copies to:	Poole & Associates, L.C. 4543 S. 700 East, Suite 200 Salt Lake City, Utah 84107 Attn: Dennis K. Poole Telephone: (801) 263-1010 Fax: (801) 263-1010
and:	Liberty Center LIHTC Investor, LLC c/o Goldman Sachs Bank USA 200 West Street New York, New York 10280 Attn: Rachel Diller and Andre Gift Email: gs-uig-docs@gc.com
and:	Sidely Austin LLP 787 Seventh Avenue New York, New York 10019 Attn: Aviva Yakren, Esq. Telephone: (212) 839-5682
Beneficiary:	Ally Bank 200 West Civic Center Drive, Suite 201 Sandy, UT 84070 Attn: CRA Manager Telephone: (801) 790-5048 Fax: (801) 790-5096

Any notice or demand delivered to the person or entity named above to accept notices and demands for Trustor shall constitute notice or demand duly delivered to Trustor, even if delivery is refused.

7.13 Future Advances. The total amount of indebtedness secured hereby may increase or decrease from time to time, but the total unpaid principal balance of indebtedness secured hereby (including disbursements that Beneficiary may, but shall not be obligated to, make under this Deed of Trust, the Loan Documents or any other document with respect thereto) at any one time outstanding may be substantially less but shall not exceed Thirteen Million Two Hundred Thirty Thousand and No/100 Dollars (\$13,230,000.00), plus interest thereon, and any disbursements made for the enforcement of this Deed of Trust and any remedies hereunder, payment of taxes, special assessments, utilities or insurance on the Property and interest on such disbursements and all disbursements by Beneficiary pursuant to applicable law (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Deed of Trust shall be valid and have priority to the extent of the maximum amount secured hereby.

hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

7.14 Beneficiary's Lien for Service Charge and Expenses. At all times, regardless of whether any Loan proceeds have been disbursed, this Deed of Trust secures (in addition to any Loan proceeds disbursed from time to time) the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or incurred by Beneficiary not to exceed the maximum amount secured hereby.

7.15 WAIVER OF TRIAL BY JURY. TRUSTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS DEED OF TRUST, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY OTHER STATEMENTS OR ACTIONS OF TRUSTOR OR BENEFICIARY. TRUSTOR ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. TRUSTOR FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO MAKE THE LOAN, ENTER INTO THIS DEED OF TRUST AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

7.16 Inconsistencies. In the event of any inconsistency between this Deed of Trust and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling.

7.17 Non-Judicial Foreclosure. Should one or more Events of Default occur hereunder, Beneficiary shall have the right to sell the Property in accordance with the Deed of Trust Act of the State of Utah and the Uniform Commercial Code of the State of Utah where applicable.

7.18 No Notice Required. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated under this Deed of Trust to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

7.19 Appointment of Another Trustee. Beneficiary may, from time to time, as provided by statute, appoint another Trustee in place and stead of Trustee herein named, and thereupon, Trustee herein named shall be discharged and Trustee so appointed shall be substituted as Trustee hereunder with the same effect as if originally named Trustee herein.

7.20 Two or More Trustees. If two or more persons be designated as Trustee herein, any, or all, powers granted herein to Trustee may be exercised by any of such persons, if the other person or persons is unable, for any reason, to act, and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, its successors and assigns.

7.21 No Change Without Writing. No change, amendment, modification, cancellation or discharge hereof shall be valid unless in writing and signed by the parties hereto or their respective successors and assigns.

7.22 Modification. Without affecting the liability of any other person for the payment of any obligation herein mentioned and without affecting the lien hereof upon any portion of the Property not released, Beneficiary may, without notice, release any person so liable, extend the maturity or modify the terms of any such obligation, or grant other indulgences, release or reconvey or cause to be released or reconveyed at any time all or part of the Property described herein, take or release any other security, or make compositions or other arrangements with debtors.

7.23 Appointment Coupled With An Interest. Where the terms of this Deed of Trust provide for Beneficiary's appointment as Trustor's attorney-in-fact, such appointment shall be deemed coupled with an interest and irrevocable without Beneficiary's written consent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

LIBERTY CENTER PROPERTIES, LLC,
a Utah limited liability company

By: Liberty Center Partners, LLC,
a Utah limited liability company
Its: Managing Member

By: Cowboy Partners, L.C.,
a Utah limited liability company
Its: Manager

By: Mark R. Cornelius
Mark R. Cornelius
Its: Vice President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 29 day of JANUARY, in the year 20 18, before me EILEEN K. SNIDEMAN, a notary public, personally appeared Mark R. Cornelius, the Vice President of Cowboy Partners, L.C., a Utah limited liability company, the Manager of Liberty Center Partners, LLC, a Utah limited liability company, the Managing Member of Liberty Center Properties, LLC, a Utah limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged (s)he executed the same.



Eileen K. Snideman
NOTARY PUBLIC
Residing at: _____

[SIGNATURE PAGE TO DEED OF TRUST]

EXHIBIT A
Description of Premises

The real property located in Utah County, State of Utah, and more particularly described as follows:

A portion of Block 70, Plat "A", Provo City Survey of Building Lots located in the Southeast quarter of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian, described as follows:

Beginning at the Southeast corner of Block 70, Plat "A", Provo City Survey of Building Lots located North 00°18'48" East along the centerline of 300 West Street 66.00 feet and North 89°38'19" West 41.25 feet from the center of 300 West and Center Streets (from which the South quarter corner of Section 1, Township 7 South, Range 2 East, Salt Lake Base and Meridian bears North 36°02'42" East 896.85 feet); thence North 89°38'19" West along the South line of said block, 108.41 feet; thence North 00°19'24" East 99.74 feet; thence North 89°38'23" West 29.41 feet; thence North 00°19'33" East 20.73 feet; thence South 89°43'52" West 61.92 feet to the West line of Lot 2, of said block; thence North 00°19'54" East along the West line of Lots 2 and 7 of said block, 151.87 feet; thence South 89°38'29" East 45.15 feet; thence North 00°19'38" East 127.31 feet to the North line of said block; thence South 89°38'34" East along said North line 154.48 feet to the East line of said block; thence South 00°18'48" West along said East line 398.98 feet to the point of beginning.

Tax Id No.: 04-065-0029