

Tax Serial Number:  
00-0021-2788, 00-0021-2599,  
00-006-4720, 00-0014-1502,  
00-0006-6279, 00-0015-3440 and  
00-0006-6212

132801-CAD

Ent 485418 Bk 1314 Pg 1412 - 1434  
PEGGY FOY SULSER, Recorder  
WASATCH COUNTY CORPORATION  
2020 Sep 25 04:37PM Fee: \$50.00 TC  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

**WHEN RECORDED MAIL TO:**

IGNITE FUNDING, LLC  
2140 E Pebble Road #160  
Las Vegas, NV 89123

**SEND TAX NOTICES TO:**

Midway Heritage Development, LLC  
143 W Farm Springs Lane  
Midway, UT 84049

**FOR RECORDER'S USE ONLY**

## DEED OF TRUST

**THIS DEED OF TRUST is dated September 25, 2020, among Midway Heritage Development, LLC, a Utah Limited Liability Company, whose address is 143 W Farm Springs Road, Midway, UT 84049 ("Trustor"); Ignite Funding, LLC FBO Exhibit A, whose address is Ignite Funding - MLD Lic. #311, 2140 E Pebble Road, Suite 160, Las Vegas, NV 89123 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Cottonwood Title, whose address is 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 (referred to below as "Trustee").**

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, **(the "Real Property")** located in Wasatch County, State of Utah:

**See Attached Legal Description**

**The Real Property or its address is commonly known as 24.9 acres of farmland, Midway, UT 84049. The Real Property tax identification number is 00-0021-2788, 00-0021-2599, 00-006-4720, 00-0014-1502, 00-0006-6279, 00-0015-3440 and 00-0006-6212.**

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Deed of Trust, Trustor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note, this Deed of Trust, and the Related Documents.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

**Duty to Maintain.** Trustor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

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Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Trustor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Trustor's compliance with the terms and conditions of this Deed of Trust.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Trustor.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

**Right to Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are

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furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Deed of Trust.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Deed of Trust:

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Trustor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Representations and Warranties.** All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Trustor's Indebtedness shall be paid in full.

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**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Trustor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Trustor under this Deed of Trust, Lender shall execute and deliver to Trustor a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

**EVENTS OF DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

**Payment Default.** Trustor fails to make any payment when due under the Indebtedness.

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**Other Defaults.** Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Trustor.

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

**Default on Other Payments.** Failure of Trustor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Default in Favor of Third Parties.** Should Trustor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Trustor's property or Trustor's ability to repay the Indebtedness or Trustor's ability to perform Trustor's obligations under this Deed of Trust or any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Trustor or on Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

**Defective Collateralization.** This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Trustor's existence as a going business or the death of any member, the insolvency of Trustor, the appointment of a receiver for any part of Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Breach of Other Agreement.** Any breach by Trustor under the terms of any other agreement between Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Trustor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Right to Cure.** If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Trustor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Trustor would be required to pay.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Trustor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with

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the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Wasatch County, State of Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES.** Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Deed of Trust:

**Amendments.** This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless

**DEED OF TRUST  
(Continued)**

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given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Caption Headings.** Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

**Merger.** There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Governing Law.** With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Deed of Trust will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Utah. In all other respects, this Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Deed of Trust is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Deed of Trust has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of Nevada.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or of any of Trustor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

**Successors and Assigns.** Subject to any limitations stated in this Deed of Trust on transfer of Trustor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Deed of Trust or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Deed of Trust.

**Waive Jury.** All parties to this Deed of Trust hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Deed of Trust.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Beneficiary.** The word "Beneficiary" means Ignite Funding, LLC FBO Exhibit A, and its successors and assigns.

**Borrower.** The word "Borrower" means Midway Heritage Development, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Deed of Trust.** The words "Deed of Trust" mean this Deed of Trust among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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(Continued)**

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**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

**Lender.** The word "Lender" means Ignite Funding, LLC FBO Exhibit A, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 25, 2020, **in the original principal amount of \$11,900,000.00** from Trustor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Deed of Trust is June 24, 2021.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "Trustee" means Cottonwood Title, whose address is 1996 East 6400 South, Suite 120, Salt Lake City, UT 84121 and any substitute or successor trustees.

**Trustor.** The word "Trustor" means Midway Heritage Development, LLC.


**TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND TRUSTOR AGREES TO ITS TERMS.**

**TRUSTOR:**

**MIDWAY HERITAGE DEVELOPMENT, LLC**

**LUSTER DEVELOPMENT, INC., Manager of Midway Heritage Development, LLC**

By:

  
Daniel Luster, President of Luster Development, Inc.



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(Continued)

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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH )  
 ) SS  
COUNTY OF SALT LAKE )

On this 15<sup>th</sup> day of SEPTEMBER, 20 20, before me, the undersigned Notary Public, personally appeared Daniel Luster, President of Luster Development, Inc., Manager of Midway Heritage Development, LLC, and known to me to be a member or designated agent of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By Michael P Chabries Residing at DAVIS COUNTY  
Notary Public in and for the State of UTAH My commission expires 8-27-2023



REQUEST FOR FULL RECONVEYANCE  
(To be used only when obligations have been paid in full)

To: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: \_\_\_\_\_ Beneficiary: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

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Patricia Elizabeth Fryar, as Trustee of the Patricia Elizabeth Fryar Separate Share Trust created under The Footman Family Trust established October 23, 2014 AS TO AN UNDIVIDED 0.25% INTEREST.

Jennifer S Cecero, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.

Lucy Favro, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

Steve J Yang, a single man as his sole and separate property AS TO AN UNDIVIDED 0.25% INTEREST.

Preferred Trust Company Custodian FBO Steven F Kratz, IRA AS TO AN UNDIVIDED 0.28% INTEREST.

Paul T Murphy and Kelly M Murphy Trust AS TO AN UNDIVIDED 2.10% INTEREST.

Preferred Trust Company Custodian FBO Karen Hoa Le Ho, Roth IRA AS TO AN UNDIVIDED 0.07% INTEREST.

Preferred Trust Company Custodian FBO Constance R. Johnson, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

The David Eugene Pike and Barbara Pike Family Irrevocable Trust AS TO AN UNDIVIDED 0.35% INTEREST.

Preferred Trust Company Custodian FBO Susan E Castle, IRA AS TO AN UNDIVIDED 0.43% INTEREST.

Matthew J Chappell II, a single man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Louise D Persike Power of Appointment Trust dated June 29, 2012 AS TO AN UNDIVIDED 0.42% INTEREST.

Mainstar Trust Custodian FBO Charles R Hermansen, Roth IRA #R2180820 AS TO AN UNDIVIDED 0.94% INTEREST.

Preferred Trust Company Custodian FBO Leonard J Dadasiewicz, IRA AS TO AN UNDIVIDED 0.42% INTEREST.

Preferred Trust Company Custodian FBO Mark Buonauro, IRA AS TO AN UNDIVIDED 1.01% INTEREST.

Preferred Trust Company Custodian FBO David B Cartwright, IRA AS TO AN UNDIVIDED 0.16% INTEREST.

Preferred Trust Company Custodian FBO Alfred Hernandez, IRA AS TO AN UNDIVIDED 1.12% INTEREST.

Preferred Trust Company Custodian FBO Holly M Kondas, Roth IRA AS TO AN UNDIVIDED 0.23% INTEREST.

JRB Group AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Robert C Lafean, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Bruce L Faimon and Debra S Faimon, together as joint tenants AS TO AN UNDIVIDED 1.01% INTEREST.

David J McCullough, a single man as his sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.

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Preferred Trust Company Custodian FBO Kathleen Wiggam, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO James D Pittman, IRA AS TO AN UNDIVIDED 0.05% INTEREST.

iPlanGroup Agent for Mainstar Custodian FBO Jerome Williams, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Georgia Calivas, IRA AS TO AN UNDIVIDED 0.23% INTEREST.

Ronald Rogers, a married man as his sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.

Burt W Perry, a single man as his sole and separate property AS TO AN UNDIVIDED 0.84% INTEREST.

Heath R Williams and Alisa P Williams, together as joint tenants AS TO AN UNDIVIDED 0.10% INTEREST.

Preferred Trust Company Custodian FBO Robert D Maine, Roth IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Dallas Wayne Kester, a single man as his sole and separate property AS TO AN UNDIVIDED 0.30% INTEREST.

2016 Tina Tianxin Liang Trust AS TO AN UNDIVIDED 0.50% INTEREST.

Gordon and Marilyn Mehling Living Trust AS TO AN UNDIVIDED 0.13% INTEREST.

Richard A Fosco and Margaret A Fosco, together as joint tenants AS TO AN UNDIVIDED 0.04% INTEREST.

YESMARS Ventures, LLC AS TO AN UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO John C Farwell, IRA AS TO AN UNDIVIDED 0.12% INTEREST.

Preferred Trust Company Custodian FBO Debra J Dermady, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Andrew A DiPuccio, a married man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

RRI, Inc. AS TO AN UNDIVIDED 0.42% INTEREST.

Preferred Trust Company Custodian FBO John S Guillory, IRA AS TO AN UNDIVIDED 0.25% INTEREST.

Preferred Trust Company Custodian FBO Elizabeth A DeBlasio, IRA AS TO AN UNDIVIDED 0.21% INTEREST.

David K Shepherd and Sandra L Shepherd, as Co-Trustees of The Shepherd Revocable Living Trust, Dated June 9, 2015 AS TO AN UNDIVIDED 0.18% INTEREST.

R & B Trust AS TO AN UNDIVIDED 0.21% INTEREST.

Lisa M Koloski, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Willem J de Goede, IRA AS TO AN UNDIVIDED 0.55% INTEREST.

First Savings Bank Custodian FBO Stephen W Baranowski, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Charles Guido, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

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Alfred P Miller III, a single man as his sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

The Guy Baker Investment Limited Partnership AS TO AN UNDIVIDED 0.06% INTEREST.

Marianne Choy, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Gerard John Dundon, IRA AS TO AN UNDIVIDED 0.45% INTEREST.

John C Daley, a married man as his sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.

Webster B. Dean, a single man as his sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Michael R Chiapetto, IRA AS TO AN UNDIVIDED 0.41% INTEREST.

Preferred Trust Company Custodian FBO Gregory R Davis, IRA AS TO AN UNDIVIDED 0.49% INTEREST.

Preferred Trust Company Custodian FBO Margarita M Romayor, IRA AS TO AN UNDIVIDED 0.06% INTEREST.

Michael J Senneway, a married man as his sole and separate property AS TO AN UNDIVIDED 0.13% INTEREST.

Francine Silverman, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.14% INTEREST.

Wade A Gease, a single man as his sole and separate property AS TO AN UNDIVIDED 0.42% INTEREST.

Preferred Trust Company Custodian FBO Brent C Wilson, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Dominic Pepe, IRA AS TO AN UNDIVIDED 0.17% INTEREST.

Reuben P Bautista, a married man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Willy Chu Chih Hsiung, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Manuel O Sousa and Lenore A Sousa, together as joint tenants AS TO AN UNDIVIDED 0.22% INTEREST.

Kimberly C Garci, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.84% INTEREST.

Lorelei A Garcia-Copeland, Trustee of the Lorelei A Garcia-Copeland Revocable Living Trust dated July 27, 2019 AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Brendan Eugene McCarthy, IRA AS TO AN UNDIVIDED 0.04% INTEREST.

Maria B Lorenzana, a married woman as her sole and separate property AS TO AN UNDIVIDED 2.02% INTEREST.

Pamela R Baker, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.11% INTEREST.

Jacqueline Garcia, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.10% INTEREST.

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Raul C Serrano and Josephine M Serrano Family Trust AS TO AN UNDIVIDED 0.16% INTEREST.

Lien Nguyen and Duy Tran, together as joint tenants AS TO AN UNDIVIDED 0.13% INTEREST.

Katherine B Irish, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.57% INTEREST.

Deahn M Johnson, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

Alex C Decess, a single man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Jeffrey A Preston, IRA AS TO AN UNDIVIDED 0.37% INTEREST.

First Savings Bank Custodian FBO Gary F Haider, IRA AS TO AN UNDIVIDED 0.25% INTEREST.

Preferred Trust Company Custodian FBO Jeffrey J Parker, IRA AS TO AN UNDIVIDED 0.18% INTEREST.

Ryan E Davis, a married man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Rick L Gianchetta, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Kasem Saengsawang, SEP IRA AS TO AN UNDIVIDED 0.05% INTEREST.

Charles L Achziger, Jr., a single man as his sole and separate property AS TO AN UNDIVIDED 1.26% INTEREST.

Michel C Thielen Living Trust AS TO AN UNDIVIDED 0.26% INTEREST.

Preferred Trust Company Custodian FBO Hasmukh Palu Tanna, IRA AS TO AN UNDIVIDED 0.07% INTEREST.

Preferred Trust Company Custodian FBO Jeffrey John Trojan, IRA AS TO AN UNDIVIDED 0.14% INTEREST.

Preferred Trust Company Custodian FBO Robert N Johnson, Roth IRA AS TO AN UNDIVIDED 0.36% INTEREST.

Preferred Trust Company Custodian FBO James D Holt, Roth IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Preferred Trust Company Custodian FBO Thomas H Tashjian, Roth IRA AS TO AN UNDIVIDED 2.10% INTEREST.

CK Manor, LLC AS TO AN UNDIVIDED 0.21% INTEREST.

The Elissa J. Einhorn Revocable Living Trust dated September 12, 2005 AS TO AN UNDIVIDED 0.08% INTEREST.

iPlanGroup Agent for Mainstar Custodian FBO Richard L Braddock, IRA AS TO AN UNDIVIDED 0.34% INTEREST.

Preferred Trust Company Custodian FBO Nancy A. Barendt, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

Preferred Trust Company Custodian FBO Thomas W Caine, IRA AS TO AN UNDIVIDED 0.14% INTEREST.

Preferred Trust Company Custodian FBO Gerald R Stearns, Sr. IRA AS TO AN UNDIVIDED 0.04% INTEREST.

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Preferred Trust Company Custodian FBO Kim Arendt, IRA AS TO AN UNDIVIDED 0.17% INTEREST.

Philip Kaffenberger and Necia Kaffenberger, together as joint tenants AS TO AN UNDIVIDED 0.34% INTEREST.

The Ethell Family Trust AS TO AN UNDIVIDED 0.13% INTEREST.

GAR's Investments Unlimited LLC AS TO AN UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO Antoine D Alldredge, IRA AS TO AN UNDIVIDED 0.28% INTEREST.

Reuben P Bautista and Donna K Bautista, as Trustees of The Bautista Family Trust, dated July 11, 2019 AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Freddie Ash, IRA AS TO AN UNDIVIDED 0.45% INTEREST.

Blue Dog, LLC AS TO AN UNDIVIDED 0.27% INTEREST.

BJH-06 Properties, LLC AS TO AN UNDIVIDED 0.15% INTEREST.

Barbara H Valadez and Martin M Valadez, together as joint tenants AS TO AN UNDIVIDED 0.04% INTEREST.

Michele L Murphy and Travis A Murphy, together as joint tenants AS TO AN UNDIVIDED 0.08% INTEREST.

John M McSweeney and Joan E McSweeney, Trustees of the McSweeney Family Trust, dated August 14, 1998 AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Mehrtash Malganji, IRA AS TO AN UNDIVIDED 0.12% INTEREST.

Preferred Trust Company Custodian FBO Michelle M Fedewa, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

Preferred Trust Company Custodian FBO Pamela Johnson, IRA AS TO AN UNDIVIDED 0.33% INTEREST.

ACAA & Associates, Inc. AS TO AN UNDIVIDED 0.38% INTEREST.

Preferred Trust Company Custodian FBO Aniceta M Allyn, IRA AS TO AN UNDIVIDED 0.15% INTEREST.

Preferred Trust Company Custodian FBO Brad N Arensman, IRA AS TO AN UNDIVIDED 0.28% INTEREST.

Lee Capital Management Retirement Plan Trust AS TO AN UNDIVIDED 0.84% INTEREST.

First Savings Bank Custodian FBO Leslie Glen McMillion Jr. Beneficiary of L. Glen McMillion, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Argelia Davis, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Hing Yan Ngai, IRA AS TO AN UNDIVIDED 0.84% INTEREST.

Preferred Trust Company Custodian FBO S Harrison Hubbard, IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Hasmukh P Tanna, a single man as his sole and separate property AS TO AN UNDIVIDED 0.06% INTEREST.

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Chad H Lee, a married man as his sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.  
Preferred Trust Company Custodian FBO Greg L Ross, IRA AS TO AN UNDIVIDED 0.84% INTEREST.  
Jonathan Lu, a single man as his sole and separate property AS TO AN UNDIVIDED 0.84% INTEREST.  
Anderson Family Trust AS TO AN UNDIVIDED 0.15% INTEREST.  
Preferred Trust Company Custodian FBO Kelly M Murphy, Inherited Traditional IRA fo Gary Cannon AS TO AN UNDIVIDED 0.06% INTEREST.  
Curtis J Johnson, a married man as his sole and separate property AS TO AN UNDIVIDED 0.34% INTEREST.  
Thomas P Nelson, a married man as his sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.  
Preferred Trust Company Custodian FBO Jerrold J Wiebusch, IRA AS TO AN UNDIVIDED 0.13% INTEREST.  
Preferred Trust Company Custodian FBO James DeYoung, IRA AS TO AN UNDIVIDED 0.09% INTEREST.  
Marie A Bambao, Trustee u/d/t dated 01/30/2017 AS TO AN UNDIVIDED 0.13% INTEREST.  
Preferred Trust Company Custodian FBO William Bray, IRA AS TO AN UNDIVIDED 0.02% INTEREST.  
Preferred Trust Company Custodian FBO Russell E Gray, IRA AS TO AN UNDIVIDED 0.29% INTEREST.  
Preferred Trust Company Custodian FBO John K Handa, Roth IRA AS TO AN UNDIVIDED 0.06% INTEREST.  
Preferred Trust Company Custodian FBO Dale T Mientke, IRA AS TO AN UNDIVIDED 0.21% INTEREST.  
Brian J Ottman, a married man as his sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.  
Jennifer A Piper, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.10% INTEREST.  
Richard T Taylor and Maranda D Taylor, together as joint tenants AS TO AN UNDIVIDED 0.15% INTEREST.  
Terry N Matlock and Lois J Matlock, together as joint tenants AS TO AN UNDIVIDED 0.05% INTEREST.  
Preferred Trust Company Custodian FBO Jerry L Schroeder, IRA AS TO AN UNDIVIDED 0.13% INTEREST.  
Preferred Trust Company Custodian FBO Robert H Benton Jr., IRA AS TO AN UNDIVIDED 0.09% INTEREST.  
Dana A Naylor, a single woman as her sole and separate property AS TO AN UNDIVIDED 1.68% INTEREST.  
First Savings Bank Custodian FBO Jeffrey Edward Fiegel, IRA AS TO AN UNDIVIDED 0.13% INTEREST.  
Preferred Trust Company Custodian FBO Sarah L Minihane, Roth IRA AS TO AN UNDIVIDED 0.09% INTEREST.  
Preferred Trust Company Custodian FBO Steven G Levine, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

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Najera Family Trust dated 5/7/2020 AS TO AN UNDIVIDED 0.10% INTEREST.

Blue Blanket, LLC AS TO AN UNDIVIDED 0.25% INTEREST.

SA 1044 LLC AS TO AN UNDIVIDED 0.15% INTEREST.

Little Lake, LLC AS TO AN UNDIVIDED 0.08% INTEREST.

Jerry A Effenbeck and Sara A Effenbeck, together as joint tenants AS TO AN UNDIVIDED 0.42% INTEREST.

Directed Trust Company Custodian FBO Ravi Murthy, IRA #5823518 AS TO AN UNDIVIDED 0.08% INTEREST.

Ethel Lu, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.25% INTEREST.

Preferred Trust Company Custodian FBO Thomas M Baumert, IRA AS TO AN UNDIVIDED 0.04% INTEREST.

Preferred Trust Company Custodian FBO Patricia A Hustad, Roth IRA AS TO AN UNDIVIDED 0.84% INTEREST.

Preferred Trust Company Custodian FBO Eberhard Schenk, IRA AS TO AN UNDIVIDED 0.04% INTEREST.

Preferred Trust Company Custodian FBO Gerald R Stearns, Jr. IRA AS TO AN UNDIVIDED 0.28% INTEREST.

Specialized Trust Company Custodian FBO Forever Free 401K Plan AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Curtis J Johnson, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Belle P Sathientantane, IRA AS TO AN UNDIVIDED 0.04% INTEREST.

Preferred Trust Company Custodian FBO Joe L Martinez Jr., IRA AS TO AN UNDIVIDED 0.12% INTEREST.

Preferred Trust Company Custodian FBO Martin M Valadez, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Craig J Edrington, IRA AS TO AN UNDIVIDED 0.24% INTEREST.

Loretta Garcia Lipscomb 2014 Revocable Trust AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Jeffrey Michael Tedora, IRA AS TO AN UNDIVIDED 0.12% INTEREST.

Preferred Trust Company Custodian FBO Nicholas J Sarandou, Roth IRA AS TO AN UNDIVIDED 0.10% INTEREST.

Preferred Trust Company Custodian FBO Ronald J Pulliam, IRA AS TO AN UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO Josefina B Brillante, Roth IRA AS TO AN UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Georgia Frances Kopitzke, IRA AS TO AN UNDIVIDED 0.14% INTEREST.

The Thomas M Sanders Amended and Restated Revocable Trust dtd 12/4/2014 AS TO AN UNDIVIDED 1.26% INTEREST.

Preferred Trust Company Custodian FBO Karen M Armstrong, IRA AS TO AN UNDIVIDED 0.26% INTEREST.



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United Funding Investments, LLC AS TO AN UNDIVIDED 3.36% INTEREST.  
Dean Robinson and Laurie L Robinson as Trustees of The Robinson Family Trust dated December 17, 2008 AS TO AN UNDIVIDED 0.08% INTEREST.  
Pugie Realty Trust AS TO AN UNDIVIDED 0.17% INTEREST.  
Preferred Trust Company Custodian FBO Cherry L Brandstater, IRA AS TO AN UNDIVIDED 0.50% INTEREST.  
Benoun & Yacobian Investments AS TO AN UNDIVIDED 0.29% INTEREST.  
Jeffrey L Goldfield and Elaine R Goldfield, together as joint tenants AS TO AN UNDIVIDED 0.08% INTEREST.  
Anna M Buschmeier, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.05% INTEREST.  
Preferred Trust Company Custodian FBO Stephen D Berman, IRA AS TO AN UNDIVIDED 0.12% INTEREST.  
Preferred Trust Company Custodian FBO David A Longoria IRA AS TO AN UNDIVIDED 0.14% INTEREST.  
Preferred Trust Company Custodian FBO Jonathan V Roth, IRA AS TO AN UNDIVIDED 0.25% INTEREST.  
Denise N Buonauro, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.13% INTEREST.  
Shang Hsi Chia, a married man as his sole and separate property AS TO AN UNDIVIDED 0.42% INTEREST.  
Anbang Shann, a married man as his sole and separate property AS TO AN UNDIVIDED 0.25% INTEREST.  
Preferred Trust Company Custodian FBO James Kabellis, IRA AS TO AN UNDIVIDED 0.08% INTEREST.  
Suzanne E Kleiman, Trustee, 1988 Kleiman Living Trust, dated June 28, 1988 AS TO AN UNDIVIDED 0.08% INTEREST.  
Preferred Trust Company Custodian FBO Scott Edward Beck, IRA AS TO AN UNDIVIDED 0.13% INTEREST.  
Mark and Debra Shavitz Revocable Trust AS TO AN UNDIVIDED 0.84% INTEREST.  
Grace Bellino, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.18% INTEREST.  
Preferred Trust Company Custodian FBO John R Weisbecker, IRA AS TO AN UNDIVIDED 0.14% INTEREST.  
Preferred Trust Company Custodian FBO Shirley A Beals Gross, Roth IRA AS TO AN UNDIVIDED 0.26% INTEREST.  
Brendan L Delahooke, a single man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.  
Preferred Trust Company Custodian FBO Ramsey B Farmer, III, IRA AS TO AN UNDIVIDED 0.15% INTEREST.  
Randall G Baker and Judith K Baker, together as joint tenants AS TO AN UNDIVIDED 0.29% INTEREST.  
Ignite Funding, LLC - Employee Endowment II AS TO AN UNDIVIDED 0.17% INTEREST.

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Sonya Brady, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.27% INTEREST.

Damon E New and Jeanie A New, together as joint tenants AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Jan Thore Johansen, IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Jon H Walters and Mary Anne Walters, as Trustees of The Walters Revocable Living Trust, u/d/t May 12, 2004 AS TO AN UNDIVIDED 0.29% INTEREST.

David W Grimes, a married man as his sole and separate property AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO David W Grimes, IRA AS TO AN UNDIVIDED 0.17% INTEREST.

James Kabellis and Bertine Kabellis as Trustees or the sucessor Trustee, of the Kabellis Family Trust dated August 16, 1995 AS TO AN UNDIVIDED 0.34% INTEREST.

Aamir Anwar, a married man as his sole and separate property AS TO AN UNDIVIDED 1.68% INTEREST.

Maggie H Wang, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.21% INTEREST.

The Nadjsombati Revocable Living Trust AS TO AN UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO Howard G Robbins, IRA AS TO AN UNDIVIDED 0.07% INTEREST.

Preferred Trust Company Custodian FBO Douglas Allen Leiker, IRA AS TO AN UNDIVIDED 0.15% INTEREST.

Preferred Trust Company Custodian FBO Mayumi Mays, IRA AS TO AN UNDIVIDED 0.46% INTEREST.

Valerie L. Hodges, a single woman as her sole and separate property AS TO AN UNDIVIDED 0.11% INTEREST.

Preferred Trust Company Custodian FBO Timothy C Christensen, IRA AS TO AN UNDIVIDED 0.16% INTEREST.

Preferred Trust Company Custodian FBO Mark C Koehler, IRA AS TO AN UNDIVIDED 0.22% INTEREST.

Merle G Kohn and Madeline Kohn, together as joint tenants AS TO AN UNDIVIDED 0.15% INTEREST.

Preferred Trust Company Custodian FBO Daniel F Duke, Roth IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Michael J Miller, a single man as his sole and separate property AS TO AN UNDIVIDED 0.13% INTEREST.

Preferred Trust Company Custodian FBO Roger L Ickes, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Jack R Johnson, IRA AS TO AN UNDIVIDED 0.05% INTEREST.

Preferred Trust Company Custodian FBO Kevin T Bain, IRA AS TO AN UNDIVIDED 0.08% INTEREST.

Dieringer Family Trust AS TO AN UNDIVIDED 0.25% INTEREST.

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Preferred Trust Company Custodian FBO Janet L Levine, IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Melissa Victoria Ignash Revocable Trust AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO James Biggerstaff, IRA AS TO AN UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Barbara Castle, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Brenda G Smith, SEP IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Preferred Trust Company Custodian FBO Elizabeth A Figlear, IRA AS TO AN UNDIVIDED 0.10% INTEREST.

James Richard Seiler, Jr. and Laura Anne Seiler, as trustees of the James Richard Seiler, Jr. and Laura Anne Seiler Revocable Trust AS TO AN UNDIVIDED 0.28% INTEREST.

Preferred Trust Company Custodian FBO James Robertson, IRA AS TO AN UNDIVIDED 0.05% INTEREST.

James L Payne and Tammy P Payne, together as joint tenants AS TO AN UNDIVIDED 0.04% INTEREST.

Mainstar Trust Custodian FBO Stefan Gerwinat, SEP IRA #S2181756 AS TO AN UNDIVIDED 0.14% INTEREST.

Paul S Titcombe, a single man as his sole and separate property AS TO AN UNDIVIDED 0.13% INTEREST.

Burr Oak Farms, LLC AS TO AN UNDIVIDED 0.08% INTEREST.

Patricia Lee Tsui, a married woman as her sole and separate property AS TO AN UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO Jerry W Hotham, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

Meng Cao and Carol Tao, together as joint tenants AS TO AN UNDIVIDED 0.25% INTEREST.

Albert K Woo and Carolyn Woo Revocable Trust AS TO AN UNDIVIDED 0.84% INTEREST.

Preferred Trust Company Custodian FBO Druann J Davenport, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Michael F Alongi, IRA AS TO AN UNDIVIDED 0.11% INTEREST.

Preferred Trust Company Custodian FBO Cynthia Rose Gonzales, IRA AS TO AN UNDIVIDED 0.13% INTEREST.

Preferred Trust Company, LLC - Client Account AS TO AN UNDIVIDED 33.32% INTEREST.

Preferred Trust Company Custodian FBO Jean Hendrix, IRA AS TO AN UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Hien C. Nham, IRA AS TO AN UNDIVIDED 0.09% INTEREST.

Iqbal Singh, a married man as his sole and separate property AS TO AN UNDIVIDED 0.42% INTEREST.

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Preferred Trust Company Custodian FBO Shaun P Hunt, IRA AS TO AN  
UNDIVIDED 0.05% INTEREST.

The Agnes M Gilbert Trust AS TO AN UNDIVIDED 0.18% INTEREST.

Preferred Trust Company Custodian FBO John D Hendrix, IRA AS TO AN  
UNDIVIDED 0.09% INTEREST.

Preferred Trust Company Custodian FBO Juan A Reina, IRA AS TO AN  
UNDIVIDED 0.17% INTEREST.

Preferred Trust Company Custodian FBO Charmagne Parker, Roth IRA AS  
TO AN UNDIVIDED 0.15% INTEREST.

Patrick C Love and Sheldean C Love, together as joint tenants AS TO  
AN UNDIVIDED 0.42% INTEREST.

Preferred Trust Company Custodian FBO Guy Baker, Roth IRA AS TO AN  
UNDIVIDED 0.26% INTEREST.

Preferred Trust Company Custodian FBO Edward F Budney, IRA AS TO AN  
UNDIVIDED 0.21% INTEREST.

Preferred Trust Company Custodian FBO Roger W Damron, IRA AS TO AN  
UNDIVIDED 0.15% INTEREST.

Ignite Funding, LLC - Employee Endowment I AS TO AN UNDIVIDED 0.08%  
INTEREST.

Alfred C Hipp and Helen M Fujiwara, together as joint tenants AS TO  
AN UNDIVIDED 0.25% INTEREST.

Wayne W Siegfried and Marian K Siegfried, together as joint tenants  
AS TO AN UNDIVIDED 0.08% INTEREST.

Preferred Trust Company Custodian FBO Richard L Rosen, IRA AS TO AN  
UNDIVIDED 0.05% INTEREST.

Preferred Trust Company Custodian FBO Dana J Harris, IRA AS TO AN  
UNDIVIDED 0.30% INTEREST.

## PROPERTY DESCRIPTION

### PARCEL 1:

A parcel of land located in the Northeast quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian, Wasatch County, Utah, described as follows:

Beginning at the Southwest corner of that property described in Book 574 at Page 400 of the Wasatch County Recorder said point being North 89°47'29" West 1576.70 feet (West by record) along the section line and existing fence from the East quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence along said section line and existing fence North 89°47'29" West 1035.10 feet to a fence corner; thence along an existing fence North 00°33'08" East 127.04 feet (North 132.5 feet by deed) to the Southeasterly line of Memorial Hill as described in Book 21 at Page 142 of said records; thence along said Southeasterly line North 73°52'00" East 460.00 feet; thence North 58°11'00" East 237.00 feet; thence North 43°06'00" East 351.00 feet; thence North 24°41'00" East 63.52 feet to the Northwest corner of that property described in Book 574 at Page 400 of said records and a fence corner; thence along the West line of said property and said fence South 10°05'55" East 708.55 feet to the point of beginning.

### PARCEL 1A:

A perpetual easement and right of way on, over and across the land described as follows:

Beginning at a point located 2681.92 feet due North and 900.07 feet due East from the South quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence South 89°45'28" East 136.12 feet; thence North 60.00 feet; thence North 89°45'28" West 146.81 feet; thence South 10°05'55" East 60.99 feet to the point of beginning.

### PARCEL 1B:

A right of way easement described as follows:

Beginning at a point on the Northerly line of an existing public highway, said point being East 15.25 chains, South 896.3 feet, and East 165 feet, more or less, from the Northwest corner of the Southeast quarter of Section 35, in Township 3 South, Range 4 East of the Salt Lake Meridian and running thence North 896.3 feet, more or less, to the North line of the Southeast quarter; thence East 40 feet; thence South 896.3 feet, more or less, to the North line of said public highway; thence West 40 feet to the place of beginning.

### PARCEL 2:

Beginning at a point 40 feet West from the Southeast corner of the Northwest quarter of Section 35, Township 3 South, Range 4 East of the Salt Lake Meridian and running thence West 317.72 feet; thence North 20 feet; thence East 327.72 feet; thence South 36° West 12 feet; thence South 13 feet to the place of beginning.

### ALSO:

Beginning at a point 40 feet West from the Southeast corner of the Northwest quarter of Section 35, Township 3 South, Range 4 East of the Salt Lake Meridian and running thence East 40 feet; thence North 40 feet; thence West 20 feet; thence South 36° West 34 feet, more or less, to a point due North from the place of beginning; thence South 13 feet to the place of beginning.

### PARCEL 3:

A parcel of land located in Wasatch County, Utah, described as follows:

Commencing at a point West 10.77 feet and North 2385.21 feet and North 89°20'21" East 131.56 feet from the 1995 monument for the South quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence North 258.01 feet; thence North 89°48'48" East 355.01 feet; thence South 02°01'27" East 161.34 feet; thence South 02°17'37" East 93.96 feet; thence South 89°20'21" West 364.49 feet to the point of beginning.

PARCEL 4:

Beginning East 33 feet from the center of Section 35, Township 3 South, Range 4 East, Salt Lake Meridian; thence South 01° East 675.50 feet; thence South 88°10' East 135 feet; thence South 01° East 248.5 feet; thence South 88°10' East 369.90 feet; thence North 01° West 937.20 feet; thence West 504.90 feet to the beginning.

LESS AND EXCEPTING that portion of ground conveyed by that certain Boundary Line Agreement recorded December 5, 1996 as Entry No. 191101 in Book 337 at Page 633 of official records, more particularly described as follows:

Beginning at a point which is 33 feet East and North 89°48'03" East 34.50 feet; and South 89°30'02" East 263.84 feet; and South 89°03'31" East 175.88 feet from the assumed Northwest corner of the Southeast quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence South 01°12'27" East 160.87 feet; thence South 01°28'37" East 160.62 feet; thence South 01°15'59" East 180.98 feet; thence South 01°08'17" East 182.26 feet; thence South 01°57'47" East 195.29 feet.

LESS AND EXCEPTING that portion conveyed by that certain Warranty Deed recorded January 18, 2005 as Entry No. 278987 in Book 732 at Page 190 of official records, more particularly described as follows:

Beginning at a found rebar and cap survey marker stamped RLS #3371 located at the Southeast corner of that certain parcel of property warranted to Ernest B. Hewlett and Colleen L. Hewlett on 31 August, 1995 and referenced as Entry No. 181778 in Book 306 at Page 94 of official records, said rebar and cap survey marker lying North 2385.21 feet and West 10.77 feet from the 1995 Wasatch County survey monument for the South one-quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian (from said South one-quarter corner the 1995 Wasatch County survey monument for the Southeast corner of said section bears North 89°54'33" East 2658.21 feet) and running thence South 86°34'19" West 334.51 feet along the Southerly boundary of said parcel; thence North 00°34'50" East 274.31 feet along the Westerly boundary of said parcel; thence North 89°24'45" East 325.45 feet along the Northerly boundary of said parcel; thence North 01°15'58" West 1.44 feet to a point on an existing fence line; thence North 89°48'48" East 472.29 feet along an existing fence line; thence South 02°01'27" East 161.34 feet along an existing fence line; thence South 02°17'37" East 93.96 feet along an existing fence line; thence South 89°20'21" West 476.05 feet to the point of beginning.

PARCEL 5:

Beginning at a point East 507.19 feet, more or less, and South 5.07 feet, more or less, from the Northwest corner of the Southeast quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian, said point is also located on an existing fence line and running thence South 89°50'25" East 35.69 feet along a fence line; thence South 89°19'11" East 181.96 feet along a fence line; thence South 88°42'56" East 102.62 feet along a fence line; thence South 88°04'39" East 171.70 feet along a fence line; thence South 00°49'26" West 365.06 feet along a fence line; thence South 01°20'23" West 239.93 feet; thence South 00°52'29" West 289.40 feet along a fence line; thence North 88°10'00" West 264.54 feet along the Northerly right-of-way fence line of Highway 113 to an existing iron rod (LS 145796); thence North 01°26'28" West 180.54 feet to an existing iron rod (LS 145796); thence North 87°23'16" West 190.68 feet to an existing iron rod (LS 145796); thence North 87°23'16" West 1.21 feet to a point on an existing fence line which is the fence line described in that certain Boundary Agreement dated August 5, 1996 between the Ballstaedts and the Dodge Family Trust and recorded as Entry No. 191101 in Book 33 at Pages 633 - 637 in the Wasatch County Recorder's office and running thence along the existing fence line and Boundary Line Agreement the following courses: 1) North 01°57'47" West 22.33 feet; thence 2) North 01°08'17" West 182.26 feet; thence 3) North 01°15'59" West 180.98 feet; thence 4) North 01°28'37" West 160.62 feet; thence 5) North 01°12'27" West 160.87 feet to the point of beginning.

File No. 132801-CAP.

Also including any and all land as shown and included within the fence line boundary as shown and depicted in the survey prepared by Kay L. Ryan (LS 147485) and recorded as Survey No. 652, dated 7/31/97, in the official records of the Wasatch County Surveyor's office,

Also being described as follows:

Beginning at a point 7.85 chains East of the Northwest corner of the Southeast quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence South 01° East 10.73 chains; thence South 88°10' East 190 feet; thence South 01° East 229.26 feet; thence South 88°10' East 4.03 chains; thence North 14.20 chains; thence West 7.4 chains to the point of beginning.

Also including any and all land up to an existing fence line which is the fence line described in that certain Boundary Agreement dated August 5, 1996 between the Ballstaedts and the Dodge Family Trust and recorded as Entry No. 191101 in Book 337 at Pages 633 - 637 in the Wasatch County Recorder's office.

LESS any of the above property that may lie Easterly of the existing fence line bordering the Daniel Ballstaedt property on the East.

PARCEL 6:

Beginning 15.25 chains East and 368.3 feet South of the Northwest corner of the Southeast quarter of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian and running thence South 228 feet; thence South 88°10' East 165 feet; thence North 228 feet; thence North 88°10' West 165 feet to the point of beginning.

PARCEL 6A:

A right of way access across the East 30 feet of the following described property:

Beginning East 1006.50 feet and South 596.30 feet from the center of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 88°10' East 165 feet; thence South 300 feet; thence West 165 feet; thence North 300 feet to the point of beginning.

PARCEL 7:

Right-of-way easement described in that certain Grant of Right-of-Way Easement granted by Horizon Provider, LC to Luster Development, Inc. on August 30, 2017 and recorded with the Wasatch County Recorder on August 31, 2017 as Entry No. 442187 in Book 1200 at Pages 39-41 of official records, being more particularly described as follows:

Beginning at a Northwest property corner of the Grantor's property, being on the Eastern right-of-way line for River Road, and being North 2403.83 feet and West 461.12 feet and North 00°34'50" East 274.31 feet from the 1976 monument for the South quarter corner of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian (said 1976 monument location being South 38.61 feet and East 116.44 feet of the current 1995 section corner monument); thence North 89°24'45" East 325.45 feet along the Grantor's North boundary line; thence North 89°48'48" East 137.26 feet along the Grantor's North boundary line; thence South 55.00 feet; thence South 89°48'48" West 137.08 feet; thence South 89°24'45" West 326.18 feet to the Grantor's West boundary line; thence North 00°34'50" East 55.01 feet along said West boundary line to the point of beginning.

PARCEL 8:

Beginning East 1006.50 feet and South 596.30 feet from the center of Section 35, Township 3 South, Range 4 East, Salt Lake Base and Meridian; thence South 88°10' East 165 feet; thence South 300 feet; thence West 165 feet; thence North 300 feet to the point of beginning.

Tax Id No.: 00-0021-2788, 00-0021-2599, 00-0006-4720, 00-0014-1502, 00-0006-6279, 00-0015-3440 and 00-0006-6212