

WHEN RECORDED MAIL TO:
STANCORP MORTGAGE INVESTORS, LLC
10265 NE Tanasbourne Drive
HILLSBORO, OR 97124

ATTN: **CLOSING DEPT., T3A**

Prepared by **Tera Deegan**
SIC Loan No. **C2081703**
Parcel Identification Number **65-645-0003**

162669 KPP

**DEED OF TRUST, ASSIGNMENT OF RENTS,
SECURITY AGREEMENT AND FIXTURE FILING**

THIS DEED OF TRUST made this **October 10, 2022**, by **C & N Eagle Mountain 3, LLC**, a **Utah limited liability company** ("Trustor"), in favor of **Stewart Title Guaranty Company**, a **Texas corporation** ("Trustee"), and **Standard Insurance Company**, an **Oregon corporation** ("Beneficiary").

The Tax Account Number for the property subject to the lien of this instrument is:
65-645-0003

Commonly known as:
4266 E. Pony Express Pkwy, Eagle Mountain, Utah, 84005

Notice to Recorder:

THIS DOCUMENT CONSTITUTES A FIXTURE FILING IN ACCORDANCE WITH THE UNIFORM COMMERCIAL CODE.

Trustor irrevocably grants, bargains, conveys, warrants and sells to Trustee in trust, with power of sale, that property in the County of **Utah**, State of **Utah**, described on Exhibit "A" attached and incorporated by this reference ("Real Property") and Real Property means any and/or all of the Real Property as the context requires.

Together with (a) all rents, income, contract rights, issues and profits now or to become due under or by virtue of any lease, rental agreement or other contract, whether written or oral, for the use or occupancy of any or all of the Real Property, together with all deposits ("Income"), subject to the right, power and authority given to Trustor to collect and apply such Income prior to any Event of Default (defined below); (b) all buildings and improvements now or hereafter thereon, and all appurtenances, easements, rights in party walls, water and water rights, pumps and pumping plants and all shares of stock evidencing the same; (c) all fixtures and property now or later attached to or used with the Real Property, including but not limited to machinery, equipment, appliances and fixtures for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage, all wallbeds, wallsafes, built-in furniture and installations, shelving, lockers, partitions, door stops, vaults, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for same, fire sprinklers, alarm systems, drapery rods and brackets, screens, linoleum, carpets, plumbing, laundry tubs and trays, ice boxes, refrigerators, heating units, stoves, water heaters, incinerators, communication systems and all installations for which any such building is specifically designed;

(d) all awards, compensation and settlements made as a result of the taking by power of eminent domain of the Real Property; (e) all trade names by which the Real Property is known, any books and records relating to the use and operation of the Real Property, all present and future plans and specifications and contracts relevant to the design, construction, management or inspection of any construction of any improvements on the Real Property and all present and future licenses, permits, approvals and agreements with or from any municipal corporation, county, state or other governmental or quasi-governmental entity relevant to the development, improvement or use of any or all of the Real Property; and (f) all rights of Trustor in and to any escrow or withhold agreements, surety bonds, warranties, management contracts, leasing or sales agreements with any real estate agents or brokers, and service contracts with any entity, relevant to the development, improvement, leasing, sale or use of the Real Property or any personal property located thereon; and all of said items whether now or hereafter installed being declared to be, for all purposes of this Deed of Trust, a part of the realty; and all the estate, interest or other claim or demand, including insurance, in law or equity, which Trustor now has or may hereafter acquire, in and to the aforesaid property; the specific enumerations herein not excluding the general. The Real Property and all of the foregoing constitute the "Property" and the Property means any and/or all of the Property as the context requires.

This Deed of Trust is made for the purpose of securing, in such order of priority as Beneficiary may elect: (a) payment of the indebtedness in the sum of **\$1,375,000.00** evidenced by that certain Note of even date the signers of which are hereinafter collectively referred to as "Borrower", delivered to Beneficiary and payable to its order, with final payment due on the **first** day of **November, 2047**, which is the maturity date of this Deed of Trust, and any and all modifications, extensions or renewals thereof, whether hereafter evidenced by the Note or otherwise ("Note"); (b) payment of interest on said indebtedness according to the terms of the Note; (c) payment of all other sums, with interest as herein provided, becoming due and payable under the provisions hereof to Trustee or Beneficiary; (d) performance of each and every condition, obligation, covenant, promise and agreement of Trustor contained herein, or in the Note, or in any loan agreement relative to any indebtedness evidenced by the Note, including any guaranties, ("Loan"), or in any security agreement or deed of trust at any time given to secure any indebtedness hereby secured or any part thereof; and (e) payment of such additional sums with interest thereon as may be hereafter advanced by or borrowed from the Beneficiary, by the then record owner(s) of the Property when evidenced by another promissory note or notes which are by the terms thereof secured by this Deed of Trust. To the extent permitted by any and all applicable federal, state and/or local laws, cases, statutes, regulations, orders, standards, rules and/or ordinances or the like (collectively, "Laws"), any sums hereafter advanced by or borrowed from Beneficiary will have the same priority as the original sums advanced by Beneficiary and secured hereby. All sums are collectively referred to as the "Indebtedness". THE NOTE MAY CONTAIN PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE.

Trustor's Covenants and Warranties. Trustor warrants that: (a) Trustor is the owner in fee simple absolute of the Property; (b) the Property is free, and will be kept free, from all liens and encumbrances, except those accepted by Beneficiary in writing, and Trustor will defend the title granted to and in favor of Trustee and Beneficiary against all and every person claiming or to claim the same; (c) the Loan proceeds are not for use primarily for personal, family or household purposes; (d) to Trustor's knowledge after due inquiry into previous ownership and use of the Property, there are no "Hazardous Substances" (defined below) located on the Property and Trustor will not place or permit to be placed on the Property any Hazardous Substances (defined below), except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with Laws, or in the form of consumer products held for retail sale in sealed containers; (e) the Property is zoned for the existing or contemplated use of

the Property; (f) the Property is in compliance with all applicable zoning, subdivision, and environmental Laws; all deed restrictions, subdivision and building Laws (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time) have been fully complied with; and Trustor has all licenses and permits required by governmental authorities with respect to the Property, its operation, improvement and use; (g) the Property has indefeasible access to public rights of way as now improved and open to public passage, and is not encroached upon by improvements or rights of others, nor do the improvements on the Property encroach upon the property of others; (h) there are no actions, lawsuits, or other proceedings pending or, to the Trustor's knowledge, threatened against or affecting the Property or Borrower or any guarantor which might adversely affect the ability of Borrower or any guarantor to perform its obligations under the Note or other Loan Documents which evidence or secure the Loan ("Loan Documents"), or which might adversely affect the priority of Beneficiary's first lien on the Property; (i) consummation of the Loan and performance under the Loan Documents will not conflict with or result in a breach of any Law; (j) no condemnation proceeding is pending or, to the Trustor's knowledge, threatened with respect to the Property; (k) there has been no material adverse change in the financial condition of Trustor or Borrower or any guarantor which might adversely affect the ability of Trustor or Borrower or any guarantor to perform its obligations under the Loan Documents, or which might adversely affect the priority of Beneficiary's first lien on the Property; (l) all services and utilities, such as water, electricity and sewer, are available to the Property; and (m) with respect to each Trustor who is an individual, no part of the Property constitutes any part of Trustor's business homestead or residential homestead. As used in this Deed of Trust, Hazardous Substances means: (a) any "hazardous waste" as defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (c) radon, asbestos, polychlorinated biphenyls (PCB's), explosives, radioactive substances, and material quantities of petroleum products; (d) any substance the presence of which on the Property is regulated by any Law relating to the protection of the environment or public health; and (e) any other substance which by Law requires special handling in its collection, storage, treatment or disposal.

A. Trustor agrees as follows:

1. Payment of Indebtedness; Performance of Covenants. Trustor will pay each and every installment of principal and interest on the Note and Indebtedness, as and when the same becomes due, and perform and observe all of the covenants, agreements and provisions contained in all the Loan Documents.

2. Maintenance; Compliance; Inspection. Trustor will: keep the Property in good condition and repair; not permit or suffer any extraordinary repairs or removal or demolition of, or a structural change in any building, fixture, equipment, or other improvement on the Property; comply with all Laws, covenants, conditions and restrictions affecting the Property or requiring any alteration or improvements to be made thereon (including the Fair Housing Act and the Americans With Disabilities Act, as each is amended from time to time); not commit, suffer or permit waste or any act upon the Property in violation of Law; cultivate, irrigate, fertilize, prune and do all other acts reasonably necessary to maintain the character or use of the Property, the specific enumeration herein not excluding the general; and keep the Property free from all encumbrances, except those accepted by Beneficiary in writing. Trustor will permit Beneficiary,

or its agents, upon reasonable prior notice, to inspect the Property, including the interior of any structure.

3. Hazardous Waste and Substances; Environmental Requirements.

- (a) Trustor will comply with all Laws regarding occupational health and safety, hazardous waste and substances, and environmental matters. Trustor will promptly notify Beneficiary of its receipt of any notice of: (i) a violation of any Law; (ii) all claims made or threatened by any third party against Trustor or the Property relating to any loss or injury resulting from any Hazardous Substances; and/or (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any environmental Law. The use, generation, storage, release, threatened release, discharge, disposal or presence on, under or about the Property of Hazardous Substances by Trustor, Trustor's agents, or any tenant or sublessee occupying the Property, except in minor quantities as necessary for the operation and maintenance of the Property, used and stored in accordance with Law, or in the form of consumer products held for retail sale in sealed containers, all of which have and will be used, stored and disposed of in accordance with commercially reasonable practices and all Laws, will be an Event of Default (defined below), and Trustor will not engage in or permit such activities or events to occur upon the Property.
- (b) Trustor will defend, indemnify and hold Beneficiary harmless from all loss, cost, damage, claim and expense (including all reasonable attorney fees, costs and/or expenses, whether at trial, on appeal, discretionary review, bankruptcy or otherwise [collectively and as defined in the Note, "Attorney Fees"]) incurred by Beneficiary in connection with the falsity in any material respect of the covenants contained herein or of Trustor's failure to perform the obligations of this Paragraph.
- (c) Trustor agrees that a receiver may be appointed to enable Beneficiary to enter upon and inspect the Property for the purpose of determining the existence, location, nature and magnitude of any past or present release or threatened release of any Hazardous Substance into, onto, beneath or from the Property. Any costs incurred by Beneficiary in obtaining the appointment of a receiver and performing the inspections, including Attorney Fees, will be paid by Trustor. If not paid within ten (10) days after such fees, costs and expenses become due and written demand for payment is made upon Trustor, such amount may, at Beneficiary's option, be added to the Principal Balance of the Note ("Principal Balance") and will bear interest at the Default Rate, as defined in the Note.

4. Casualty Loss/Restoration Construction. Unless Beneficiary determines, in its sole discretion, pursuant to the provisions in Paragraph B.1., to apply the insurance proceeds to the reduction of the Indebtedness, Trustor will promptly commence and diligently pursue to completion the repair, restoration and rebuilding of the Property that has been partially damaged or destroyed in full compliance with all legal requirements and to the same condition, character and at least equal value and general utility as nearly as possible to that existing prior to such damage or destruction. Trustor further agrees: to complete same in accordance with plans and specifications satisfactory to Beneficiary, to allow Beneficiary to inspect the Property at all times during construction and to replace any work or materials unsatisfactory to Beneficiary within

fifteen (15) days after notice from Beneficiary of such fact. If said work upon the construction or restoration of the building or buildings is discontinued for a period of fifteen (15) days, Beneficiary may, at its option, also enter into and upon the Property and complete the construction or restoration of said building or buildings. Trustor gives Beneficiary full authority and power to make such entry and to enter into such contracts or arrangements as may be necessary to complete or restore said building or buildings and all monies expended by Beneficiary in connection with such completion or restoration will be added to the Principal Balance and secured by these presents and will be payable by Trustor on demand with interest at the Default Rate.

Trustee, upon presentation to it of an affidavit signed by Beneficiary setting forth facts showing an Event of Default by Trustor under any provision of this Deed of Trust, is authorized to accept as true and conclusive as to all facts and statements therein, and to act thereon hereunder.

5. Insurance.

- (a) Property and Other Insurance. Trustor will obtain and maintain in full force and effect during the term of this Deed of Trust such insurance as Beneficiary may reasonably require from time to time by notice to Trustor, including, without limitation, insurance providing (i) protection against fire, extended coverage and other all risk perils, including flood (where required) and other coverage as deemed appropriate by Beneficiary from time to time, with endorsements for waiver of subrogation, replacement cost coverage, inflation adjustment, and vandalism and malicious mischief coverage, all in amounts not less than the full replacement cost of all improvements including the cost of debris removal, (ii) comprehensive general public liability coverage with a broad form coverage endorsement with limits of \$2,000,000 for aggregate liability and a single limit of \$1,000,000, and (iii) business interruption and/or rent loss insurance (equal to twelve (12) months annualized income).
- (b) Insurance Companies and Policies. All insurance will be written by a company or companies acceptable to Beneficiary with an A- or better rating by A.M. Best Company, Inc. The policies described in Paragraphs 5a(i) and (iii) above will contain (i) a standard Beneficiary clause naming Beneficiary as the first Beneficiary with loss proceeds under the policies payable to Beneficiary, and (ii) a waiver of subrogation endorsement as to Beneficiary. The policy described in Paragraph 5a(ii) above must name Beneficiary as an additional named insured, and the policy described in Paragraph 5a(iii) above must provide that all proceeds be payable to Beneficiary. Each policy described above will provide for a thirty (30) day notice of cancellation or modification, will be satisfactory to Beneficiary as to form and substance, and shall contain endorsements that no act or negligence of Trustor or any occupant, and no occupancy or use of the Property for purposes more hazardous than permitted by the terms of the policy will affect the validity or enforceability of such insurance as against Beneficiary. Each policy must be in full force and effect as of the date of recording this Deed of Trust, must contain such additional provisions as Beneficiary deems necessary or desirable to protect its interest, and must be accompanied by proof of premiums paid for the current policy year. All such insurance must be written in amounts sufficient to prevent Trustor from becoming a co-insurer under the applicable policies. Trustor will provide acceptable ACORD Form certificates evidencing insurance coverage to Beneficiary thirty (30) days prior to any policy expiration date or in the event any policy is modified or canceled.

- (c) Blanket Policy. If a blanket policy is issued, Trustor will furnish Beneficiary with a certified copy of said policy, together with a certificate indicating that Beneficiary is the insured under said policy in the proper designated amount.
- (d) Notice of Loss. In the event of loss, Trustor will immediately notify Beneficiary. Beneficiary may make proof of loss if it is not made promptly by Trustor.
- (e) Insurance Obtained by Third Party. If insurance is provided to Beneficiary by a tenant or any party other than Trustor, there is a lapse in coverage, coverage is not with a company acceptable to Beneficiary with an A Category or better rating, coverage is not in an amount equal to the full replacement value of the improvements, or coverage does not in any other way meet conditions required by Beneficiary, Trustor will provide coverage within thirty (30) days of being notified by Beneficiary of any inadequacy in coverage. If Beneficiary does not receive proof of such coverage within thirty (30) days, Beneficiary may force place insurance until proof of coverage which meets the conditions of the Loan is received. Premiums for this force place coverage are at rates higher than Trustor could obtain, and payment will be the responsibility of Trustor, provided that at Beneficiary's sole option, Beneficiary may add the cost of such premiums to the Principal Balance.
6. Defense. Trustor will appear in and defend any action or proceeding purporting to affect the Property or any Loan Document or the rights or powers of Beneficiary or of Trustee and will pay all costs and expenses, including cost of evidence of title and Attorney Fees.
7. Taxes and Assessments. Trustor will pay, at least ten (10) days before the due date, all taxes and assessments affecting the Property or upon this Deed of Trust or the debt secured thereby, or against Beneficiary by reason of the ownership of this Deed of Trust and the Note, or either of them, including assessments on appurtenant water stock. Trustor will also pay, when due, all encumbrances, charges and liens, with interest, on the Property, which appear to be prior or superior hereto and will deliver to Beneficiary upon request the official receipt(s) showing payment thereof and recorded releases therefor, and will pay all costs, fees and expenses of this Deed of Trust. The foregoing does not in any way constitute the consent of Beneficiary to Trustor placing, or allowing to be placed, any encumbrances, charges, or liens against the Property, whether superior or inferior to the liens, rights, and security interests created in this Deed of Trust.
8. Monthly Deposits. Unless this covenant is prohibited by Law or waived in writing by Beneficiary, Trustor will pay each year to Beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the Note, until the Note is fully paid, in equal monthly installments, the estimated amount of the annual property taxes, assessments, insurance premiums and similar charges next payable, as estimated by Beneficiary. If at any time Beneficiary determines that such payments will not be sufficient to account for each such charge on its due date (and in the case of annual property taxes, on the due date of the first installment thereof), Trustor will pay to Beneficiary, upon demand, additional sums as necessary to account for such deficiency. Beneficiary may retain the sums received under this Paragraph and apply them to such charges when they (and in the case of annual property taxes, the first installment thereof) become due. Sums received will not earn interest and may be commingled with other funds of Beneficiary. If Beneficiary is required by Law to pay interest on these sums, Beneficiary may, to the extent permitted by Law, impose a charge for

holding and disbursing such funds. In the Event of a Default under any Loan Document, Beneficiary may apply the sums required under this Paragraph (without prepayment fee and without limiting the privilege, if any, to prepay any amounts secured hereby) first to accrued interest and then to the Principal Balance secured hereby. As an additional covenant hereof, and in any event if the foregoing provision for prepayment is at any time prohibited by Law, or waived in writing by Beneficiary, or Trustor fails to make payments in the full amount required under this Paragraph, Trustor will pay such charges when they (and in the case of annual property taxes, the first installment thereof) are due and, upon demand, provide Beneficiary with satisfactory evidence of payment and coverage.

9. Leases. Trustor will fully perform all the terms and conditions on Trustor's part to be performed in any existing or future lease with respect to which Trustor is lessor covering the Property. Trustor will not, without the prior consent of Beneficiary, terminate, cancel or accept the surrender of, or suffer or permit the termination, cancellation or surrender of such lease, except upon the expiration of the term thereof, or materially modify or alter, or suffer or permit the material modification or alteration of such lease. Trustor further covenants and agrees not to enter into any lease for a term in excess of three (3) years for fifteen percent (15%) or more of the net rentable area of the Property without the prior written consent of Beneficiary.

10. Fees for Information. Trustor will pay Beneficiary, to the extent permitted by Law, a reasonable fee, as determined by Beneficiary, for providing to Trustor or a third party a statement concerning the obligations secured by this Deed of Trust or any other information requested by Trustor or the third party.

11. Security Agreement.

- (a) Grant of Security Interest.** With respect to any of the Property which constitutes personal property or fixtures governed by the Uniform Commercial Code of the State of Utah or where Trustor is organized ("Code"), this Deed of Trust constitutes a security agreement between Trustor as Debtor and Beneficiary as Secured Party, and Trustor hereby grants to Beneficiary a security interest in such Property. Cumulative of all other rights of Beneficiary hereunder, Beneficiary has all of the rights conferred upon secured parties by the Code. Trustor will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary, or any modification thereof, and will bear all costs and expenses of any searches reasonably required by Beneficiary.
- (b) Rights of Beneficiary.** Beneficiary may exercise any or all secured party remedies under the Code, and it is agreed that if, upon an Event of Default, Beneficiary proceeds to dispose of such property in accordance with the provisions of the Code, ten (10) days written notice by Beneficiary to Trustor will be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Beneficiary may, at its option, dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Deed of Trust, in lieu of proceeding under the Code.
- (c) Change in Trustor's Name.** Trustor will give advance notice in writing to Beneficiary of any proposed change in Trustor's name, identity, or corporate structure and will execute and deliver to Beneficiary, prior to or concurrently with

the occurrence of any such change, all additional financing statements that Beneficiary may require to establish and maintain the validity and priority of Beneficiary's security interest with respect to any applicable Property.

- (d) Fixture Filing. With respect to those items of the Property that are or will become fixtures upon the Property, this Deed of Trust is effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as Secured Party, at the address of Beneficiary below. The mailing address of Trustor, as Debtor, is below.

12. Restrictive Uses. Trustor will not, without Beneficiary's prior written consent, change the general nature of the occupancy of the Property, initiate, acquire or permit any change in any public or private restrictions (including without limitation a zoning reclassification) limiting the uses which may be made of the Property, or take or permit any action which would impair the Property or Beneficiary's lien or security interest in the Property.

13. Changes In Use. If Trustor, Borrower or a related entity or person occupies or leases the Property, Trustor will make no change in the use or occupancy of the Property or otherwise limit the uses which may be made of the Property without Beneficiary's prior written consent.

B. It is mutually agreed that:

1. Application of Insurance or Condemnation Proceeds. All sums paid under any insurance policy or condemnation award will be paid to the Beneficiary, at its option. Beneficiary agrees to allow the use of sums paid for repair and reconstruction of the Property provided:

- (a) there exists no Event of Default or no other event which with the passing of time or the giving of notice or both would constitute an Event of Default under any Loan Document;
- (b) all proceeds and additional funds deposited by the Trustor with Beneficiary prior to the commencement of any repair or reconstruction are adequate, as determined by Beneficiary, to complete repair and reconstruction of the Property pursuant to plans and specifications approved by Beneficiary;
- (c) if, in Beneficiary's determination, the Loan to value ratio, upon completion of repair or restoration, will exceed seventy-five percent (75%), the Principal Balance will be reduced to an amount which, reduces the Loan to value ratio, as calculated by Beneficiary, to no more than seventy-five percent (75%). In such a case, the remaining monthly payments of principal and interest may be adjusted to amortize the reduced Principal Balance over the remaining amortization of the Loan, at Beneficiary's discretion. Any amount prepaid under this provision may be paid without a prepayment fee, provided however, any additional amount Trustor desires to prepay, if any, will be subject to applicable prepayment fees;
- (d) disbursement procedures acceptable to Beneficiary are in place;

- (e) Beneficiary must have received acceptable estoppels, consents and assurances from municipal authorities, tenants in the Property, and others, as Beneficiary may request; and
- (f) Beneficiary has received evidence satisfactory to it, that reconstruction and/or repair can be completed at least three (3) months prior to the date the Note secured by this Deed of Trust is due and payable.

If the above conditions are not satisfied as to the application of the proceeds or any awards, Beneficiary will apply the same (after first deducting therefrom Beneficiary's reasonable expenses incurred in collecting the same, including but not limited to Attorney Fees) to the reduction of the Principal Balance without a prepayment fee or to payment of the restoration, repair, replacement or rebuilding of the property that is damaged, destroyed or taken in such manner as Beneficiary may determine.

If any proceeds are applied to the reduction of the Principal Balance, the remaining monthly payments of principal and interest will be reduced to amortize the reduced Principal Balance over the remaining amortization period of the Loan.

2. Non-Waiver. No waiver of any Event of Default will be considered a waiver of any other or subsequent Event of Default or breach, and no delay or omission in exercising or enforcing the rights and powers herein granted will be construed as a waiver of such rights and powers, and likewise no exercise or enforcement of any rights or powers hereunder will be held to exhaust such rights and powers, and every such right and power may be exercised from time to time.

3. Release. When all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the note for cancellation and retention, Beneficiary will release the lien of the Deed of Trust.

4. Assignment of Rents. As more fully described in the Assignment of Lessor's Interest in Leases of even date ("Assignment of Leases"), Trustor assigns to Beneficiary absolutely, not only as collateral, the Income of the Property and hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this Deed of Trust, to collect the Income of the Property. To the extent the provisions of this paragraph are inconsistent with the terms of a separate Assignment of Leases, if any, the terms of the Assignment of Leases controls.

5. Beneficiary's Right to Cure and Defend. Should Trustor fail to make any payment or to do any act as provided in any Loan Documents, Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, and Trustor authorizes Beneficiary or Trustee to enter upon the Property for such purpose. Beneficiary and/or Trustee may, before full payment of all sums secured by this Deed of Trust: appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which, in the judgment of either, appears to be prior or superior to the liens, rights and security interests created in this Deed of Trust; and, in exercising any power conferred by this Deed of Trust, pay necessary expenses, employ counsel and pay reasonable fees therefor (including fees on appeal). Trustor

agrees to repay immediately and without demand all sums so expended by Beneficiary or Trustee with interest from date of expenditure at the Default Rate.

6. Default; Acceleration; Default Rate. Time is material and of the essence hereof with respect to the payment of any sums of any nature by and the performance of all duties or obligations of Trustor. The occurrence of an "Event of Default" as that term is defined in the Note constitutes an "Event of Default" under the Loan Documents including this Deed of Trust. Upon an Event of Default, Beneficiary may declare all sums secured hereby immediately due and payable, without notice except as described in Paragraph B.19. Any sum not paid as provided herein or in the Loan Documents will bear interest from such due date at the Default Rate. If an Event of Default occurs during a period of time in which prepayment is permitted only on payment of a prepayment fee, such fee will be computed as if the sum declared due on an Event of Default were a prepayment and will be added to the Indebtedness.

7. Foreclosure; Power of Sale. Beneficiary may foreclose this Deed of Trust like a mortgage and obtain a decree foreclosing Trustor's interest in all or any part of the Property. Beneficiary may also direct Trustee, and Trustee will be empowered, to foreclose the Property by advertisement and exercise of sale under Law.

8. Proceeds of Sale. If Trustee forecloses, Attorney Fees including for services in the supervision of foreclosure proceedings shall be allowed by Trustee as part of the costs of foreclosure. After deducting all costs, fees and expenses of Trustee and of this Deed of Trust, including cost of evidence of title in connection with sale, Trustee will apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at the Default Rate; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

9. Expenses and Attorney Fees. As more fully described and defined in the Note, Trustor agrees to promptly pay to Beneficiary all Attorney Fees.

10. Waiver of Defenses; Interpretation. The right to plead any Statute of Limitations in any suit brought upon any Loan Document or the Indebtedness or to foreclose or enforce this Deed of Trust or arising by reason of any Event of Default, is waived to the full extent permissible by Law. The term Beneficiary will mean the owner and holder, including pledgees, of the Note, whether named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

11. Due on Sale or Encumbrance.

- (a) Generally.** The Loan is personal to Trustor and not assignable. In making it, Beneficiary has relied on Trustor's credit, Trustor's interest in the Property, and the financial market conditions at the time the Loan is made. Except as described in Subparagraphs B.11(c) and (d) below, in the event of a sale, conveyance, transfer or encumbrance, directly or indirectly, either voluntarily, involuntarily or by operation of Law, of the title to or possession of the Property (a "Transfer"), Beneficiary may declare the entire balance of this Loan immediately due and payable. In such event, and to the extent permitted by Law, a prepayment fee calculated in accordance with the prepayment provisions of the Note will be added to the sum due and payable. Alternatively, the provisions in the Loan Documents may be modified, at Beneficiary's sole option, to conform to provisions being

offered by Beneficiary in similar loans at the time Beneficiary's waiver is sought, or in the event Beneficiary is not offering similar loans at such time, on such reasonable terms as Beneficiary may determine.

- (b) Transfer Examples. For the purpose of, and without limiting the generality of the foregoing, the occurrence at any time of any of the following events, will constitute a Transfer:
- (i) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, all or any part of the legal and/or equitable title to the Real Property;
 - (ii) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any share of stock of Trustor if Trustor is a corporation;
 - (iii) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any general partnership interest in Trustor if Trustor is a partnership; or
 - (iv) Any sale, conveyance, assignment or other transfer of, or the grant of a security interest in, any member's interest in Trustor if Trustor is a limited liability company.

Transfers between or among existing shareholders, partners, or members of Trustor will not constitute "transfers" so long as the Loan is not in an Event of Default at the time of such transfers and Beneficiary receives prompt written notice of such transfers.

- (c) Permitted Borrower Release and Third-Party Transfer. If Trustor makes a written request to Beneficiary ("Transfer Request") for a third-party transfer, Beneficiary will waive its acceleration and prepayment call rights under Paragraph 11(a), and release Borrower from liability for the Loan, if the Loan is not then in an Event of Default and all of the following conditions are met:

- (i) The following items, all of which must be satisfactory to Beneficiary, in its sole and absolute discretion, will be submitted to Beneficiary with the Transfer Request:
 - (A) The identity and organizational documents for the purchaser of the Property;
 - (B) The financial statements, financial strength, tax returns and credit history of the purchaser;
 - (C) The current rent roll for the Property;
 - (D) The operating statements for the Property:
 - (i) A current year-to-date; and
 - (ii) The two most recent years/historical;

- (E) The current leases for the Property;
 - (F) A current environmental inspection report for the Property;
 - (G) The sale agreement and related documents; and
 - (H) A detailed description of the source of the purchaser's equity in the Property.
- (ii) The purchaser evidences a history of property management satisfactory to Beneficiary or contracts for management of the Property with a property management firm satisfactory to Beneficiary.
 - (iii) If the amount then due on the Note exceeds seventy percent (70%) of the sale price of the Property, Trustor must pay down the balance due on the Note to an amount which does not exceed seventy percent (70%) of the sales price and the remaining monthly payments of principal and interest may be adjusted to amortize the reduced Principal Balance over the remaining term of the Loan, at Beneficiary's discretion. Any amount prepaid under this provision may be paid without a prepayment fee, provided however, any additional amount Trustor or the purchaser desires to prepay, if any, will be subject to applicable prepayment fees.
 - (iv) The purchaser and Borrower promptly sign and deliver to Beneficiary, Beneficiary's assumption and release documents.
 - (v) Trustor furnishes to Beneficiary, at Trustor's expense, an endorsement to Beneficiary's title insurance policy insuring the continued validity, enforceability, and priority of the Deed of Trust following the assumption and release. The form and content of the endorsement must be satisfactory to Beneficiary. If required by the Beneficiary or the title insurer, the Trustor will furnish estoppels and subordination agreements from tenants of the Property and other necessary parties in form and substance acceptable to the Beneficiary and the title insurer.
 - (vi) In the event the Loan was made with a requirement imposed upon the Trustor to complete any specified repairs of the Property, the Trustor will not be entitled to a consent by Beneficiary pursuant to the terms of this provision until such repairs have been completed to Beneficiary's satisfaction.
 - (vii) The Beneficiary may, at its option, require tax reserves as referred to in Paragraph A.8 of this Deed of Trust, whether previously waived conditionally or otherwise as a condition to its consent.
 - (viii) Beneficiary is paid a lump sum fee of one percent (1%) of the Principal Balance.
 - (ix) The payment of a transfer fee to Beneficiary's designated servicing agent in an amount equal to one percent (1%) of the Principal Balance.

- (x) Without limiting the generality or effect of the foregoing, waiver by Beneficiary of its right to accelerate the Loan upon any transfer or contract to transfer, or to require satisfaction of the conditions set forth in this subparagraph, will not be deemed a waiver by Beneficiary of its right to accelerate the Loan upon any other transfer or contract to transfer or of its right upon such transfer or contract to transfer to require satisfaction of the conditions set forth above in this subparagraph.
- (d) Permitted Related-Party Transfer. If Trustor or any Borrower (including existing shareholders, members or partners) makes a Transfer Request for a related-party transfer, Beneficiary will waive its acceleration and prepayment call rights under Subparagraph (a), if the Loan is not then in an Event of Default and the following conditions are met:
 - (i) Beneficiary is paid a lump sum fee of \$1,000.00, plus payment of recording, title and/or Attorney Fees, if any;
 - (ii) Trustor and/or Borrower, as applicable, and the transferee promptly sign and deliver to Beneficiary, Beneficiary's assumption documents whereby the transferee assumes liability for payment and performance of the Loan Documents, all to the same extent of Trustor's and/or Borrower's liability, as applicable, which will remain primary and will not be released; and
 - (iii) The transferee is:
 - (A) The spouse and/or issue of Trustor or Borrower, as applicable;
 - (B) The trustee(s) of a testamentary trust for the benefit of the spouse and/or issue of Trustor or Borrower, that succeeded to Trustor's or Borrower's interest upon Trustor's or Borrower's death, divorce or legal separation;
 - (C) The trustee(s) of an inter vivos trust established by Trustor or Borrower for estate planning purposes, provided that Trustor or Borrower, as applicable, is a trustee of such trust at the time of transfer; or
 - (D) A new entity established for estate planning purposes, composed of Trustor, Trustor's principals, and/or Trustor's spouse and/or issue or Borrower, Borrower's principals, and/or Borrower's spouse and/or issue, as applicable.

12. Deficiency. Except as limited in the Note, if applicable, Trustor consents to a personal deficiency judgment for any part of the Indebtedness which will not be paid by the sale of the Property, unless such judgment is prohibited by Law. Any Trustor who is a married person hereby agrees that recourse may be had against his or her other property, however owned, but without creating any lien or charge thereon, for any deficiency due after sale of the Property; except that this provision will not apply in the case of a Trustor who executes this Deed of Trust but not the Note secured hereby.

13. Waiver of Rights Regarding Property. To the extent permitted by Law, Trustor hereby releases and waives: (a) all rights to any homestead exemption in the Property; (b) all rights of dower and curtesy in the Property; and (c) all rights to possession of the Property during any period allowed by Law for redemption.

14. Waiver of Right to Marshal. Trustor, for Trustor and for all persons hereafter claiming through or under Trustor or who may at any time become holders of liens junior to the lien of this Deed of Trust, waives and releases all rights to direct the order in which any of the Property will be sold in the event of any sale or sales and to have the Property and/or any other property now or hereafter constituting security for any of the Indebtedness marshaled upon any foreclosure of this Deed of Trust or of any other security for any of the Indebtedness.

15. Severability. In the event any provision contained in this Deed of Trust will for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Deed of Trust, but this Deed of Trust will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. Signature on Deed of Trust Only. Notwithstanding any other provision of this Deed of Trust, any person who executes this Deed of Trust, but not the Note secured hereby, will have no personal liability on the Note or for any deficiency judgment which may be obtained upon foreclosure of this Deed of Trust. Such persons jointly and severally waive presentment, demand, protest, notice of intent to accelerate the Note, notice of acceleration of the Note, and all notices and agree that Beneficiary, without notice to them or their consent, and upon such terms as Beneficiary may deem advisable, and without affecting in any way Beneficiary's rights hereunder as against the Property, may:

- (a) Extend, release, surrender, exchange, compromise, discharge or modify any right or obligation secured by or provided by this Deed of Trust or any other instrument securing the Note, or
- (b) Take any other action which Beneficiary may deem reasonably appropriate to protect its security interest in the Property.

17. Governing Law. The law of the State of Utah governs the validity, interpretation, construction and performance of this Deed of Trust. Trustor irrevocably submits to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or arising out of or relating to this Deed of Trust, and waives any claim that such forum is an inconvenient forum.

18. Financial Statements. Within sixty (60) days of the close of each calendar year, Trustor will furnish Beneficiary, at Trustor's expense, all in a form satisfactory to Beneficiary and certified by Borrower or guarantors, as the case may be, with (a) annual statement of operations of the Property, stating that such annual statement presents fairly the financial condition of the Property being reported upon and has been prepared in accordance with sound accounting principles consistently applied, (b) the financial statement for any tenants in whom Trustor and/or Borrower has a controlling interest, and (c) Borrower's financial statement, if Borrower is not an individual. The annual operating statement will include an annual rent schedule, and a schedule of gross receipts of each tenant who is obligated to pay additional rent based on a percentage of gross receipts.

19. Notice and Opportunity to Cure. Notwithstanding any other provision of this Deed of Trust, Beneficiary will not accelerate the sums secured because of a nonmonetary default (defined below) unless Trustor fails to cure the Event of Default within thirty (30) days of the earlier of the date on which Beneficiary mails or delivers written notice of the Event of Default to Trustor. For purposes of this Deed of Trust, the term "nonmonetary default" means a failure by Trustor or any other person or entity to perform any obligation contained in any Loan Documents, other than the obligation to make payments provided for in the Note or any other Loan Document. If a nonmonetary default is capable of being cured and the cure cannot reasonably be completed within the thirty (30) day cure period, the cure period will be extended up to sixty (60) days so long as Trustor has commenced action to cure within the thirty (30) day cure period, and in Beneficiary's opinion, Trustor is proceeding to cure the Event of Default with due diligence. No notice of an Event of Default and no opportunity to cure will be required if during any 12-month period Beneficiary has already sent a notice to Trustor concerning the Event of Default in the performance of the same obligation. None of the foregoing will be construed to obligate Beneficiary to forebear in any other manner from exercising its remedies and Beneficiary may pursue any other rights or remedies which Holder may have because of an Event of Default.

20. Successor Beneficiary and/or Trustee; Notices. All references to "Beneficiary", include any officers, directors, employees, agents, successors and/or assigns. Beneficiary may in writing substitute and appoint a successor or successors (either corporate or individual) to any trustee named herein or previously substituted hereunder, which instrument when executed, acknowledged, and recorded in the office of the Recorder of the county or counties where the Property is situated will be conclusive proof of the proper substitution and appointment of each such successor trustee or trustees, who will then have all the title, powers, duties and rights of the predecessor trustee, without the necessity of any conveyance from such predecessor. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by Law. The undersigned Trustor requests that a copy of any notice of an Event of Default and of any notice of sale hereunder be mailed to Trustor. Trustee is not obligated 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 will be a party unless brought by Trustee. Except as otherwise provided in this Deed of Trust, all notices required or permitted under this Deed of Trust must be in writing and may be telecopied, delivered by hand or a nationally recognized overnight courier service, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Trustor/Debtor:

C & N Eagle Mountain 3, LLC
 1835 S. Highway 89
 Perry, UT 84302

If to Beneficiary/Secured Party:

Standard Insurance Company
 Attn: Mortgage Loan Servicing T3A
 10265 NE Tanasbourne Drive
 Hillsboro, OR 97124

If to Trustee:

Stewart Title Guaranty Company
 1544 North Woodland Park Dr, Suite 300
 Layton, UT 84041

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is to become effective. Notices and consents given by mail in accordance with

this paragraph will be deemed to have been given three (3) days after the date of dispatch; notices and consents given by any other means will be deemed to have been given when received.

21. Dissemination of Information. If Beneficiary determines at any time to sell, transfer or assign the Note or this Deed of Trust and the other security documents, and any or all servicing rights, or to grant participations, Beneficiary may provide to any prospective purchaser, transferee, assignee, participant or rating agency and their agents and successors, all documents and information Beneficiary has or may acquire relating to this Loan, Trustor, Borrower, any guarantors and/or indemnitors, if applicable, and the Property.

22. ERISA. Borrower will not engage in any transaction which could cause this Loan or any action taken hereunder to be a non-exempt prohibited transaction under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Borrower is not an employee benefit plan or a governmental plan under ERISA. Borrower's assets do not constitute plan assets under ERISA. Borrower will indemnify and hold Beneficiary harmless for any and all ERISA or state-related liability or losses.

23. Non-Foreign Person. Trustor is not a "foreign person" as defined by the IRS.

24. Entire Agreement. This Deed of Trust, the Note and any other security agreements securing the Note constitute the entire and complete agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous understandings, arrangements and commitments, all of which, whether oral or written, are merged herein. This Deed of Trust will bind and inure to the benefit of the parties to this Deed of Trust and any heir, executor, administrator, successor or assignee thereof acquiring an interest hereunder consistent with Paragraph B.11 above.

SIGNATURE OF TRUSTOR

C & N Eagle Mountain 3, LLC,
a Utah limited liability company

By: C & N Investment Properties, LLC,
a Utah limited liability company,
Managing Member

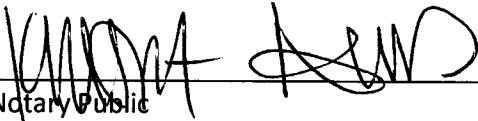
By: 
Christian Ward Forsyth,
Managing Member

**ACKNOWLEDGMENTS FOR EACH TRUSTOR MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF UTAH

COUNTY OF DAVIS

On 13th day of October, 2022, before me, personally appeared Christian ^{ward} W. Forsyth, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and acknowledged before me that he/she/they executed the same on behalf of C & N Eagle Mountain 3, LLC, a Utah limited liability company.



Notary Public



EXHIBIT "A"
LOAN NO. C2081703

PARCEL 1:

Lot 3, CARSON COMMERCIAL PLAT 3, according to the official plat thereof, on file and of record in the office of the Utah County Recorder, recorded November 16, 2020 as Entry No. 181596:2020.

PARCEL 1A:

The non-exclusive easements, appurtenant to Parcel 1 described herein, for pedestrian and vehicular access as created and described in that certain Restrictions and Easements Agreement recorded August 26, 2021 as Entry No. 148659:2021.