

**Record and Return to:**  
Spencer Fane LLP  
c/o James S. Patterson  
5700 Granite Parkway, Suite 650  
Plano, TX 75024

Parcel No.: 22-20-178-008-0000

**DEED OF TRUST WITH ASSIGNMENT OF RENTS  
AND SECURITY AGREEMENT**

This Deed of Trust with Assignment of Rents and Security Agreement (this “**Trust Deed**” or this “**Deed of Trust**”) is made effective as of the 12th day of April, 2024, between D MURRAY, LLC, a Utah limited liability company (“**Trustor**”), to J. Colby Clark, whose address is 10 Exchange Place, 11<sup>th</sup> Floor, Salt Lake City, Utah 84111 (“**Trustee**”), for the benefit of NewcrestImage Capital Holdings, LLC, a Delaware limited liability company whose address is 1785 State Highway 26, Suite 400, Grapevine, Texas 76051, together with its successors, assigns and transferees, (“**Beneficiary**”).

**WITNESSETH:**

The Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Salt Lake County, State of Utah:

See attached Schedule A, which is incorporated herein by this reference.

Together with all right, title and interest of Trustor in and to the land lying in the streets and roads in front of and adjoining said property.

Together with all awards heretofore and hereafter made to the Trustor for taking by eminent domain the whole or any part of said property or any easement therein, including any awards for changes of grade of streets, which said awards are hereby assigned to the Trustee up to the amount owed on the Notes, who is hereby authorized to collect and receive the proceeds of such awards and to give proper receipts and acquittance therefor, and to apply the same toward the payment of the amounts owed to Beneficiary in accordance with the terms of this Deed of Trust, notwithstanding the fact that the amount owing thereon may not then be due and payable; and the said Trustor hereby agrees, upon request, to make, execute and deliver any and all assignments and other instruments sufficient for the purpose of assigning said awards to the Trustee, free, clear and discharged of any encumbrances of any kind or nature whatsoever.

AND ALSO, all the estate and interest, homestead or other claim, as well in law as in equity, which said Trustor now has or may hereafter acquire in and to said property, together with all mineral and water rights, all easements, hereditaments and appurtenances thereof, including all fixtures and articles of personal property owned by Trustor now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above-described real estate except those owned by a tenant (the “**Fixtures**”) and any and all buildings and improvements now or hereafter erected thereon, except those owned by a tenant (“**Improvements**”). Such fixtures, including but without being limited to, all screens, awnings,

storm windows and doors, window shades, inlaid floor coverings, shrubbery, trees, plants, boilers, tanks, furnaces, radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating, telecommunication, security control and access, fire prevention and fire extinguishing fixtures and equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, are hereby declared and shall be deemed to be Fixtures as between the parties hereto, their heirs, legatees, devisees, executors, administrators, successors and assigns, and all persons claiming by, through or under them; and also all instruction manuals, procedure manuals, manufacturer's warranties and similar materials which relate to the Property, all books and records relating to the use, operation, maintenance and rental of the Property, including without limitation computer programs and software, the proceeds of insurance on any of the foregoing and general intangibles; and also all rents, issues and profits, and all leases and documents evidencing same and any and all deposits held as security under said leases, subject however to the right, power and authority hereafter given to and conferred upon said Beneficiary to collect and apply such rents, issues and profits. All of the foregoing is referred to collectively herein as the "Property."

FOR THE PURPOSE OF SECURING:

(1) Payment of the indebtedness evidenced by: (a) the Promissory Note, of even date hereof, in the principal sum of Five Hundred Sixty-Five Thousand and 00/100 Dollars (\$565,000.00) made by D Mod Hotel LLC, a California limited liability company, and D Trac Hotel LLC, a California limited liability company, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof (herein the "D Mod / D Trac Note") and (b) the Revolving Line of Credit Promissory Note, of even date hereof, in the principal sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by Galaxy Management Company, LLC, a Texas limited liability company, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof (herein the "Galaxy Note," and together with the D Mod / D Trac Note, the "Notes" or the "Indebtedness" or the "Loans"); (2) All other obligations of Trustor to Beneficiary hereinafter existing under the Notes, this Deed of Trust, and/or UCC Financing Statements, together with any other documents required by Beneficiary referred to collectively herein as the "Loan Documents"; (3) The payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided; (4) Any extensions or renewals of all such indebtedness described in paragraphs (1) through (3) above; and (5) Any additional loans hereafter made by the then holder of the Notes secured hereby to the owner of the real estate described herein.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

1. GENERAL COVENANTS.

(a) To keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which

from the character or use of said Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) That Trustor is lawfully seized of said Property and has the right to convey the same; that said Property is free from all encumbrances except those filed of record with the Official Records of Salt Lake County, Utah.

(c) To protect the title and possession of said Property and to pay when due all taxes and assessments now existing or hereafter levied or assessed under the laws of the State of Utah upon said Property, and to preserve and maintain the lien hereby created as a second lien prior to all other liens other than the existing and disclosed first lien on said Property including any improvements hereafter made a part of the land.

(d) To keep the improvements on said Property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

(e) To obey all laws and ordinances regarding the environment and to give Beneficiary prompt notice upon learning of any contamination of the Property or upon receipt of notice from any governmental agency of any environment violation.

(f) The Improvements, Fixtures, equipment, items of personalty, rental income, all of which represent security for this Loan, shall be insured by Trustor, or through its Tenant who occupies the Property, against loss or damage by 1) Fire and such other hazards as are commonly included within so-called 'All Risk' or 'Special Form' insurance; and 2) Other insurable hazards as may from time to time be reasonably required by Beneficiary after the Closing as evidenced on ACORD Form 28: Evidence of Commercial Property Insurance. In addition, Trustor shall secure and maintain \$1,000,000.00 of comprehensive general liability insurance on a per occurrence basis.

(g) Trustor shall provide Lender with a type of policy that is approved by the Utah Insurance Department and in a company with an AM Best's rating of A-Class VII or better, with (a) replacement building coverage equal to no less than the amount of the Notes and (b) rental coverage equal to no less than ninety-five percent (95%) of the Property's total (base rent plus amount of annual real estate taxes and insurance premiums paid as additional rent by tenant(s) annual rental income. Insurer shall give Beneficiary thirty (30) days prior written notice of any cancellation, non-renewal or modification of the Policy. Trustor shall have Beneficiary listed as mortgagee, lenders loss payable and additional insured on such insurance. Any ACORD Insurance forms provided to Beneficiary must bind the insurance company to provide the listed coverage and to provide notice of lapsed coverage to Beneficiary. All losses shall be payable to "Security Mutual Life Insurance Company of New York, its successors and/or assigns". The policy or policies evidencing such coverages shall be furnished to Beneficiary two weeks prior to date of funding the Loan in the form of two filled out ACORD Form 28: Evidence of Commercial Property Insurance forms which have been received by Lender and determined by Lender to be acceptable to Lender and in compliance with the insurance requirements of Section 1 of this document. Borrower(s) and Guarantor(s) shall indemnify Beneficiary for all losses resulting from

uninsurable and uninsured hazards and liabilities. Trustor(s) and any Guarantor(s) shall indemnify Beneficiary for all losses resulting from uninsurable and uninsured hazards.

(h) During the term of the Notes, in the event(s) Trustor does not provide Beneficiary with written evidence, acceptable to Beneficiary, from insurer that insurance coverage(s) is in effect at all times, Beneficiary, at Beneficiary's sole option and after giving Trustor thirty (30) days prior notice to cure, may acquire the required insurance coverage(s) at the expense of the Trustor. In addition to the obligation to pay such insurance premiums, Trustor also agrees to remit a late fee to Beneficiary equal to Ten Dollars (\$10.00) per diem for each day that Trustor fails to supply Beneficiary with satisfactory written evidence that Trustor has secured insurance coverage(s) acceptable to Beneficiary.

(i) In the event the Property is located in Flood Zone A, Trustor must provide flood hazard insurance for the full replacement cost of the Property and buildings as determined by the appraisal.

(j) That in the event Trustor shall fail to keep the improvements on the Property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the lien of this Deed of Trust on said Property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to the Beneficiary, as aforesaid, then the Beneficiary may, at its option and with prior written notice, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the lien of this Deed of Trust on said Property, or insure and keep insured the improvements thereon in the amount above stipulated; that any sums which may be so paid out by the Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and attorney's fees paid in any suit affecting said Property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate of 10% per annum or at the maximum rate permitted by law, whichever is less, and shall be paid by Trustor to the Beneficiary upon demand, at the same place at which the above described Notes are payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects. In the event renewals of insurance policies are not timely received, Beneficiary may collect a "late charge" of \$10 per day until notice of such renewal or replacement is received or insurance shall have been obtained by Beneficiary, to cover the extra expense of handling the delinquent insurance account.

(k) Should Trustor do and perform all of the covenants hereby provided, and make prompt payment of said Indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released by the Beneficiary to the benefit of Trustor, at Trustor's expense.

## 2. INDEMNIFICATION; OFFSET.

(a) If Beneficiary is made a party defendant to any litigation concerning this Deed of Trust or the Property or any part thereof or interest therein, or the occupancy thereof by Trustor, or if Beneficiary elects voluntarily to intervene or appear in any such or similar proceeding then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability by reason of

said litigation, except for liability arising from the breach of contractual obligations, negligence, gross negligence or intentional misconduct of Beneficiary, including reasonable attorneys' fees and expenses incurred by Beneficiary in any such litigation, whether or not any such litigation is prosecuted to judgment. If Beneficiary reasonably commences an action against Trustor to enforce any of the terms hereof or because of the breach by Trustor to enforce any of the terms hereof or because of the breach by Trustor of any of the terms hereof, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and expenses, and the right to such attorneys' fees and expenses shall be deemed to have accrued on the commencement of such action, and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term of this Deed of Trust, Beneficiary may employ an attorney or attorneys to protect its rights hereunder and in the event of such employment following any breach by Trustor, Trustor shall pay Beneficiary reasonable attorneys fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of breach.

Trustor's obligation to pay Beneficiary's reasonable costs, attorneys fees and expenses shall apply equally to include, but not be limited to, proceedings in Bankruptcy Court for reorganization or liquidation of the Trustor, and shall apply, but not be limited to, applications for relief from the automatic stay of Section 362 of the U.S. Bankruptcy Code, and adequate protection of the interests of the Beneficiary in the Property; and further, in the event Beneficiary participation in discussions with Trustor, before or following default, concerning foreclosure, "workout" or other accommodations to Trustor in respect of any default or delinquency, past or anticipated.

(b) All sums payable by Trustor hereunder shall be paid without notice, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Property or any part thereof; (ii) any restriction or prevention of or interference with any use of the Property or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver or Beneficiary, or by any court, in any such proceeding; (v) any claim which Trustor has or might have against Beneficiary; (vi) any default or failure on the part of Beneficiary to perform or comply with any of the terms hereof or of any other agreement with Trustor; or (vii) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Trustor shall have had notice of or knowledge of any of the foregoing. In the event of sale of the Property under power of sale, foreclosure, or the transfer of title to the Property in extinguishment where a part of the obligations of Trustor, all right, title and interest of Trustor to any insurance policy then in force concerning the Property and all proceeds paid or payable thereunder shall belong to the purchaser or transferee.

### 3. TAXES AND IMPOSITIONS.

(a) Trustor or Trustor's Tenant shall ensure that all Property taxes and assessments, including condominium charges, are properly paid including all applicable insurance premiums for insurance provided by Section 1 of this document.

(b) Trustor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Property as a single lien.

(c) In the event of Trustor's default in the payment of any installment of insurance premiums, taxes or assessments, as provided in this paragraph, or in the event of default in making payment of the amount necessary to make up a deficiency in such payments, as hereinbefore provided, the Beneficiary shall have the same right at its option to invoke any and all of the rights and remedies provided in this Deed of Trust, or in the Notes secured hereby, as it would for defaults in performance of any other terms, conditions, agreements or covenants contained in this Deed of Trust or the Notes which it secures. Further, in the event of default beyond all applicable notice and cure periods, under the provisions of this Deed of Trust, the Beneficiary may apply any balance then remaining in the funds accumulated under the provisions herein for insurance premiums, taxes and assessments as a credit against the indebtedness then remaining unpaid.

4. INSURANCE PROCEEDS. In the event of loss, Trustor shall give immediate written notice to the insurance carrier and to Beneficiary. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustee to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this Paragraph 4 shall require Beneficiary to incur any expense or take any action hereunder. The proceeds of any insurance policies shall be applied by Lender to the payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in the Notes. If Beneficiary permits Trustor to use fire loss proceeds to complete repairs or replacements, and all or a portion of the improvement was a nonconforming use, Beneficiary's consent will be conditioned in part upon Beneficiary's receipt and approval of the particular provision of the zoning ordinance addressing any prohibition against reconstruction or repair of the original building(s) in the event of a loss or destruction and an opinion acceptable to Beneficiary that the proposed repairs or reconstruction shall be permitted by the current or applicable zoning ordinances. If the Property is sold pursuant to Paragraph 29 hereof or if Beneficiary acquires title to the Property, Beneficiary shall have all of the right, title and interest of Trustor in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

5. APPLICATION OF FUNDS. That in the event any portion of the Indebtedness herein described cannot be lawfully secured by this Deed of Trust lien on said Property, it is agreed that the first payments made on said Indebtedness shall be applied in the discharge of that portion of said Indebtedness.

6. EVIDENCE OF TITLE. To deliver to, pay for and maintain with Beneficiary until the Indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstract of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

7. RIGHT TO CURE. Subject to the requirements of Utah law, should Trustor default in performing any requirement of this document, fail to make any payment or to do any act as herein provided, Trustor shall be provided a thirty (30) day right to cure any default or failure of performance and receiving written notice of such default. Should Trustor, after receiving such notice to cure from Trustee or Beneficiary, then the Beneficiary or Trustee, but without obligation so to do 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, Beneficiary or Trustee being authorized to enter upon the Property for such purposes, commence, 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 superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its reasonable discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

8. REIMBURSEMENT WITH INTEREST. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the applicable rate in effect under the Notes at the time of the expenditure until paid, and the repayment thereof shall be secured hereby.

9. CONDEMNATION.

(a) In the event that all of the hereinabove described Property or a material portion of the Property is taken under the power of eminent domain or condemnation such that, in Beneficiary's commercially reasonable judgment, the Property may not be returned to a condition and use fundamentally equivalent to the condition and use thereof that existed prior to such taking, the Beneficiary shall as a matter of right be entitled to the entire proceeds of the award (the term "award" as used herein including damage to remaining Property as well as award for the part taken) which is hereby assigned to the Beneficiary, to be applied as provided herein. In the event of a total taking, Beneficiary shall have the option to accelerate the maturity of the Indebtedness, the proceeds of the award shall be applied to the payment of the Indebtedness secured hereby, and if such proceeds shall exceed the amount required to pay off the secured Indebtedness in full, then the excess shall be paid over to the Trustor.

(b) In the event of a partial taking, the award may be used first, in the event that no uncured event of default then exists hereunder, to restore the damaged improvements in accordance with plans and specifications to be submitted to and approved by the Beneficiary. In that event, the proceeds of the award shall be paid out from time to time as the work progresses upon such architects' certificates or other certificates as may be required by the Beneficiary for the cost of such restoration of said Property; but a sufficient amount of the money shall at all times, to the extent available, be retained by said Beneficiary to pay for the completion of such restoration free from all mechanics' liens. If the amount of the award shall exceed the cost of such restoration, the surplus shall be applied on the Indebtedness secured hereby which shall be made without the requirement of any prepayment premium or penalty. Should there be any uncured event of default hereunder beyond all applicable notice and cure periods at the time of the taking by eminent domain, or should Beneficiary's normal conditions and procedures relating to this approval of the

restoration work not be satisfied, the entire award shall be applied to the Indebtedness as herein provided.

(c) Trustor shall be permitted to negotiate a settlement with the condemning authority in connection with the amount of the award to be paid by reason of the taking by power of eminent domain or by condemnation of the Property hereinabove described, or any part thereof, provided, however, that no agreement as to the amounts of any such award shall become final or binding upon the Beneficiary until consented to in writing by the Beneficiary; provided further, that Beneficiary shall not unreasonably withhold such consent, and provided that any award, whether paid as a result of a negotiated settlement or judgment shall be paid to the Beneficiary, and Beneficiary is hereby appointed attorney-in-fact for this purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award and judgment, whether joint or several, on behalf of Trustor, its successors and assigns, which said receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by Trustor, or its successors in interest.

(d) In the event of foreclosure of this Deed of Trust, or other transfer of title to the Property in extinguishment in whole or in part of the Indebtedness, all right, title and interest of the Trustor in and to any pending eminent domain taking or proceeding concerning the Property and all proceeds paid or payable thereunder shall belong to the purchaser at the foreclosure or other transferee.

(e) In the event that any portion of the award shall be used to reduce the Indebtedness, same shall be applied, without prepayment premium, to the then unpaid installments of principal due under the Notes in the inverse order of their maturity, such that the regular payments under the Notes shall not be reduced or altered in any manner.

10. ACTS OF TRUSTEE. N/A.

11. ASSIGNMENT OF RENTS. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder beyond all applicable notice and cure periods, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable but not more than one month in advance. If Trustor shall default beyond all applicable notice and cure periods as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liabilities under, nor a subordination of the lien or charge on this Deed of Trust to any such tenancy, lease or option.



12. COLLECTION OF RENTS, ETC. ON DEFAULT. Subject to the requirements of Utah law, upon any default by Trustor hereunder beyond all applicable notice and cure periods, Beneficiary at any time without notice either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the Indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. NON-WAIVER. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. Furthermore, the failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. TIME OF ESSENCE. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder and failure to cure within the grace periods provided in the Notes secured hereby, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default beyond all applicable notice and cure periods, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Notes and all documents evidencing expenditures secured hereby.

15. This Deed of Trust shall constitute a financing statement stating a fixture filing in accordance with the Uniform Commercial Code of Utah, Section 70A-9-402, and the following information is set out herein in compliance with Section 70A-9-402:

- A. Name of Trustor:  
D Murray, LLC  
  
Address:  
8762 Preston Trace Blvd.  
Frisco, TX 75033
  
- B. Name of Secured Party:  
NewcrestImage Capital Holdings, LLC  
  
Address:  
1785 State Highway 26, Suite 400  
Grapevine, TX 76051

This Financing Statement covers the types (or items) of Property described on the first and second page of this Deed of Trust or elsewhere herein. Products and proceeds of collateral are also covered.

16. NOTICES. Any notice required to be given hereunder shall be deemed to have been given a) upon deposit of same enclosed in a postpaid wrapper, properly addressed, certified mail, return receipt requested, to Trustor and to any persons who according to the holder's records have subsequently assumed payment of said Notes, at the most recent addresses as shown by holder's records, for Trustor and any persons who according to holder's records have subsequently assumed payment of said Notes, in a post office or official depository under the care and custody of the United States Postal Service or b) by any other method, including but not limited to personal service or express mail delivery, upon delivery to the address or addresses stated in a) above. The affidavit of any person having knowledge of the facts that such notice was so given shall be *prima facie* evidence of the fact of such giving of notice.

17. EXERCISE OF POWER OF SALE. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale in accordance with law. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters of fact shall be *prima facie* evidence of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Subject to Utah law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's expenses and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate set forth in the Notes from date of expenditures; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

18. SURRENDER OF POSSESSION. Trustor agrees to surrender possession of the hereinabove described Property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. ACCELERATION. Upon the occurrence of any default hereunder, and failure to cure within the grace periods provided herein or in the Notes secured hereby, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real Property and

Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorneys fee in such amount as shall be fixed by the court.

20. SUCCESSOR TRUSTEE. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. HEIRS, SUCCESSORS, ETC., DEFINITIONS. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledge, of the Notes secured hereby. 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.

22. ACCEPTANCE OF TRUST. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. GOVERNING LAW. This Deed of Trust shall be governed by and construed in accordance with the laws of the State of Utah.

24. REQUEST FOR NOTICE OF DEFAULT. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

25. SECURITY AGREEMENT.

(a) Creation of Security Interest. Trustor hereby grants to Beneficiary a security interest in the fixtures, equipment and other property owned by Trustor, both tangible and intangible, and located on or at the Property, including, without limitation, replacements, substitutions, after-acquired property and any and all property of similar type or kind hereafter located on or at the Property as well as all other property of Trustor as described on page one of this Deed of Trust or elsewhere herein ("Personal Property") for the purpose of securing all obligations of Trustor contained in any of the Loan Documents, and together with any other Fixtures, equipment or other property of any type or nature that secures obligations of the Trustor arising under the Loan Documents.

(b) Warranties, Representations and Covenants of Trustor. Trustor hereby warrants, represents and covenants as follows:

(i) Trustor is, and as to portions of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures and Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever.

Trustor will notify Beneficiary of, and will defend the fixtures and Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(ii) Except in the ordinary course of business, Trustor will not lease, sell, convey or in any manner transfer the Fixtures or Personal Property without the prior written consent of Beneficiary.

(iii) The Fixtures and/or Personal Property are not used or bought for personal, family, or household purposes.

(iv) The Fixtures and/or Personal Property will be kept on or at the Property, and Trustor will not remove the Fixtures from the Property without the prior written consent of Beneficiary, except such portions or items of Fixtures and/or Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor.

(v) Trustor maintains a place of business in the State of Utah and Trustor will immediately notify Beneficiary in writing of any change in its place of business as set forth in the beginning of this Deed of Trust.

(vi) At the request of Beneficiary, Trustor will join Beneficiary in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary, and will pay the cost of filing the same in all public offices wherever filing is deemed by Beneficiary to be necessary or desirable.

(vii) All covenants and obligations of Trustor contained herein relating to the Property shall be deemed to apply to the fixtures and/or Personal Property whether or not expressly referred to herein.

(viii) This Deed of Trust constitutes a Security Agreement as that term is used in the Uniform Commercial Code of Utah.

26. SUBORDINATION AND APPROVAL OF LEASES. Beneficiary may, at its sole option, require that any and/or all of the leases affecting the Property be made subject and subordinate to the lien of this Deed of Trust and related security instruments. Similarly, Beneficiary may require that any and/or all of the leases affecting the Property be made superior and prior to the lien of the Loan Documents. Trustor covenants that it will fully perform all of its duties as Lessor under any lease pertaining to the Property. If Trustor shall default under any such lease, and fail to cure such default within thirty (30) days after receipt of notice of such default, it shall also constitute a default under this Trust Deed.

27. DUE ON SALE, OTHER LIENS AND OTHER SECURITY INTERESTS. Trustor covenants and agrees whether voluntarily or by operation of law not to sell, transfer, convey, mortgage, encumber or hypothecate any part of the legal or equitable title or ownership of the Property or any interest therein or grant any option or change the ownership or structure of Trustor in any manner without the prior written consent of Beneficiary which consent shall not be unreasonably withheld. On the sale or transfer of all or any part of the Property by Trustor, or any interest therein, or beneficial interests in Trustor for which Trustor has not sought the reasonable

consent of Lender, Beneficiary may, at its sole option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust. Any violation of this provision shall be deemed a default hereunder and shall entitle Beneficiary to accelerate the loan.

28. EVENTS OF DEFAULT. Any of the following shall constitute a “Default” or “Event of Default” hereunder:

(a) The failure to pay in full, any payment required hereunder or under either or both of the Notes or any other agreement securing the Notes beyond any period of notice, cure or grace (if any);

(b) The filing of any petition or the commencement of any case or proceeding by Trustor or any endorser or guarantor of the Notes under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code, or any other federal or state law relating to insolvency, bankruptcy, or reorganization; or an adjudication that Trustor or any such guarantor or endorser is insolvent or bankrupt; or the entry of an order for relief under the Federal Bankruptcy Code with respect to Trustor or any such guarantor or endorser;

(c) The filing of any such petition or the commencement of any such case or proceeding against Trustor or against any endorser or guarantor (all referred to in paragraph (b) of this section), unless such petition and the case or proceeding initiated thereby are dismissed within thirty (30) days from the date of such filing; the filing of an answer by Trustor or such endorser or guarantor admitting the allegations of any such petition; or the appointment of or the taking of possession by a custodian, trustee or receiver for all or any assets of Trustor or any such endorser or guarantor, unless such appointment is vacated or dismissed or such possession is terminated within thirty (30) days from the date of such appointment or commencement of such possession, but not later than five (5) days before the proposed sale of any assets of Trustor or any such endorser or guarantor by such custodian, trustee, or receiver, other than in the ordinary course of the business of Trustor or such endorser or guarantor;

(d) The insolvency of Trustor or of any guarantor or endorser of either or both of the Notes; or the execution by Trustor or any such guarantor or endorser of an assignment for the benefit of creditors; or the convening by Trustor or any such guarantor or endorser of a meeting of its creditors, or any class thereof, for the purposes of effecting a moratorium upon or extension or composition of its debts; or if Trustor or any such guarantor or endorser is generally not paying its debts as they mature;

(e) The admission in writing by Trustor or any endorser or guarantor of either or both of the Notes that it is unable to pay its debts as they mature or that it is generally not paying its debts as they mature;

(f) The liquidation, termination, or dissolution of any guarantor or endorser of either or both of the Notes who are corporations, partnerships, limited liability companies, or joint ventures or the like under the laws of the state under which such entities are organized resulting in a conclusion by Beneficiary in its reasonable discretion that it is insecure as a result thereof;

(g) The falsity or misleading nature of any material representation or warranty contained herein or any material representation to Beneficiary concerning the financial condition or credit standing of either Trustor or any third party obligated to Beneficiary under any agreement guaranteeing performance of any of the obligations of Trustor referred to herein, or the reasonable determination of Beneficiary of a threat to its security by reason of a material adverse change in the financial condition or credit standing of either Trustor or of any such third party;

(h) The failure of Trustor to make any deposit of funds required hereunder within the time period provided herein, or in the absence of such a provision, within thirty (30) days after written demand therefor from Beneficiary;

(i) The filing of any claim or lien against the Property, any improvements thereon or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of thirty (30) days after receiving written notice without cure, discharge or satisfaction thereof or provision therefor satisfactory to Beneficiary in accordance with the terms hereof, including the posting of a bond or indemnification satisfactory to Beneficiary or the demonstration to Beneficiary's reasonable satisfaction of Trustor's ability to discharge, cure or satisfy said claim or notice;

(j) The demolition, destruction or substantial damage of the Property by Trustor or its agents or employees without Beneficiary's prior written approval;

(k) The sale, lease (except in the ordinary course of operating the Property), exchange, conveyance, transfer, mortgage, assignment, pledge or encumbrance, either voluntarily or involuntarily, or the agreement to do so, without the prior written consent of the Beneficiary being first obtained (to the extent required hereunder and which consent shall not be unreasonably withheld), other than easements not adversely affecting the value of the Property and leases to the extent otherwise permitted hereunder, or the levy, attachment or seizure pursuant to court order ("Order") of the right, title or interest of Trustor or of any successor to Trustor, in and to the Property; or

(l) A default in any other obligation of Trustor to Beneficiary which is not cured within any applicable period of notice or grace.

29. REMEDIES UPON DEFAULT. Subject to the requirements of Utah law, at any time after a default hereunder and after Beneficiary has given Trustor such notices of default and cure as may be required under the applicable subparagraph of Paragraph 28 above or as provided otherwise in this document, Beneficiary may (if it has not already done so pursuant hereto or to the Notes), at its option, and without further notice or demand, reasonably declare all indebtedness secured hereby immediately due and payable, and irrespective of whether Beneficiary exercises such option, and regardless of: (i) Beneficiary's delay in exercising such option; (ii) Beneficiary's failure to exercise such option on the occasion of any prior default or abandonment; or (iii) the adequacy of Beneficiary's security, it may, at its option and in its reasonable discretion, without any additional notice or demand to or upon Trustor, do one or more of the following:

(a) Beneficiary may by the appointment of a receiver enter upon, take possession of, manage and operate the Property or any part thereof; make repairs and alterations,

and do any acts which Beneficiary deems proper to protect the security hereof or to operate or maintain the Property; and either with or without taking possession, in its own name, sue for or otherwise collect and receive rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. Without limiting the generality of the foregoing, Beneficiary may make, modify, enforce, cancel or accept surrender of any Lease, remove and evict any Lessee, increase or decrease Rents under any Lease, appear in and defend any action or proceeding purporting to affect the Property, and perform and discharge each and every obligation, covenant and agreement of Trustor contained in any Lease. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the Property, any of the Personal Property or Fixtures which has been removed therefrom. The entering upon and taking possession of the Property, the collection of any rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring, or affect any notice of default hereunder or invalidate any act done pursuant to any such notice. Beneficiary or Beneficiary's agent shall have access to the books and records used in the operation and maintenance of the Property and shall be liable to account only for those rents actually received. Beneficiary shall not be liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary. Nothing contained in this paragraph shall require Beneficiary to incur any expense or do any act. If the rents of the Property are not sufficient to meet the costs of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes shall become indebtedness of Trustor to Beneficiary secured by this Trust Deed. Such amounts, together with interest and attorneys' fees if applicable as provided herein shall be immediately due and payable. Notwithstanding Beneficiary's continuance in possession or receipt and application of rents, issues, or profits, Beneficiary shall be entitled to exercise every right provided for in this Trust Deed or by law upon or after the occurrence of a default, including the right to exercise the power of sale. Any of the actions referred to in this paragraph may be taken by Beneficiary at such time as Beneficiary is so entitled, without regard to the adequacy of any security for the Indebtedness hereby secured.

(b) Beneficiary shall, without regard to the adequacy of any security for the Indebtedness hereby secured, be entitled to the appointment of a receiver by any court having jurisdiction, without notice, to take possession of and protect the Property, and operates the same and collect the rents, issues and profits therefrom.

(c) Beneficiary may bring an action in any court of competent jurisdiction to foreclose this Trust Deed or to enforce any of the covenants hereof. If this Trust Deed is foreclosed by judicial proceedings, the Beneficiary shall be entitled to a judgment which shall provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Beneficiary. Beneficiary shall be entitled to possession of the Property during any period of redemption.

(d) Beneficiary may elect to cause the Property or any part thereof to be sold pursuant to the power of sale granted herein in accordance with the laws of the State of Utah:

(i) Beneficiary may proceed as if all of the Property were real property, in accordance with subparagraph (iv) below, or Beneficiary may elect to treat any of the Property which consists of a right in action or which is property that can be severed from the Property without causing structural damage thereto as if the same were personal property, and dispose of the same in accordance with subparagraph (iii) below, separate and apart from the sale of real property, the remainder of the Property being treated as real property.

(ii) Beneficiary may cause any such sale or other disposition to be conducted immediately following the expiration of any grace or cure periods, if any, herein provided (or immediately upon the expiration of any redemption period required by law) or Beneficiary may delay any such sale or other disposition for such period of time as Beneficiary deems to be in its best interest. Should Beneficiary desire that more than one such sale or other disposition be conducted, Beneficiary may at its option, cause the same to be conducted simultaneously, or successively on the same day, or at such different days or times as provided by Utah law and this document and in such order as Beneficiary may deem to be in its best interest.

(iii) Should Beneficiary elect to cause any of the Property to be disposed of as personal property as permitted by subparagraph (i) above, it may dispose of any part thereof in any manner now or hereafter permitted by the Utah Uniform Commercial Code or in accordance with any other remedy provided by law. Both Trustor and Beneficiary shall be eligible to Purchase any part or all of the Property at any such disposition. Any such disposition may be either public or private as Beneficiary may so elect, subject to the provisions of the Utah Uniform Commercial Code. Beneficiary shall give Trustor at least ten (10) days prior written notice of the time and place of any public sale or other disposition of such Property or of the time at or after which any private sale or any other intended disposition is to be made, and if such notice is sent to Trustor it shall constitute reasonable notice to Trustor.

(iv) Should Beneficiary elect to sell any part of the Property which is real property or which Beneficiary has elected to treat as real property, upon such election Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. Thereafter, upon the expiration of such time and the giving of such notice of sale as may then be required by law, Trustee, at the time and place specified by the notice of sale, shall sell such Property or any portion thereof specified by Beneficiary, at public auction to the highest bidder for cash in lawful money of the United States. Trustee may, and upon request of Beneficiary, shall, from time to time, postpone the sale by public announcement thereof at the time and place noticed therefor. If the Property consists of several lots of parcels, Beneficiary may designate the order in which such lots or parcels shall be offered for sale or sold. Any person, including Trustor, or Beneficiary, but not the Trustee, may purchase at the sale. Upon any sale Trustee shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the Property so sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser or purchasers shall be let into immediate possession.

(v) In the event of a sale or other disposition of any such property, or any part thereof, and the execution of deed or other conveyance, pursuant thereto, the recitals therein of facts, such as a default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of



purchase money, and any other fact affecting the regularity or validity of such sale or disposition, shall be prima facie evidence of the truth of such facts.

(vi) Beneficiary and/or Trustee shall apply the proceeds of any sale or disposition hereunder to payment as previously provided herein, except in such other order as may be required to comply with applicable Utah law.

(e) The remedies listed herein are illustrative only and Beneficiary and Trustor shall also have any and all other rights in law or equity, whatever they may be.

No remedy herein provided shall be exclusive of any other remedy which now exists or which may hereafter exist by law. If Beneficiary holds any additional security for any obligation secured hereby, it may enforce the same at its option, either before, contemporaneously with or after the sale is made hereunder, and on any default, Beneficiary may, at its option, offset against any indebtedness owing by it to Trustor, the whole or any part of the Indebtedness secured hereby, and Beneficiary is hereby authorized and empowered at its option, without any obligation so to do, and without affecting the obligation hereof, to apply toward the payment of any indebtedness of Trustor to Beneficiary, any and all sums of money of Trustor which Beneficiary may have in its possession or under its control including without limitation, any savings account, deposit, investment certificate, escrow, trust funds or amounts held by Beneficiary. Trustor for itself and all who may claim through or under it hereby waives, to the extent permitted by law, any and all right (a) to have the Property or any portion thereof or any other property securing Trustor's obligations under the Deed of Trust or other Loan Documents marshaled upon any foreclosure of the lien thereof or of any other instruments, documents or agreements securing repayment of Trustor's obligations under the Notes or otherwise and agrees that any court having jurisdiction to foreclose such lien may order the Property and such other property sold as an entirety; (b) to direct the order of the sale of the Property or any other property securing Trustor's obligations under the Notes or otherwise and agrees that Beneficiary may exhaust the security given for such obligations in any order; and (c) relating to procedural or substantive limitations on the recovery of any deficiency, such as those set forth in Section 57-1-32 of the Utah Code Ann. 1953, as amended, including, without limitation, any requirement that Beneficiary or Trustee establish a deficiency in connection with the Indebtedness secured hereby prior to the time that all of the security given for payment of amounts due has been exhausted.

30. NO SECONDARY FINANCING. Trustor covenants that it will not create or permit to be created or filed against the Property any mortgage lien or other lien or liens inferior or superior to the lien of this Deed of Trust, without the prior written consent of the Lender.

31. ADDITIONAL LEASE REQUIREMENTS. Trustor covenants that it will require all tenants of the Property in all future leases, lease renewals and lease options, to comply with the American's with Disabilities Act of 1990 and that provisions requiring this shall be included in all such documents and agreements.

32. NO PARTNERSHIP. Nothing in this Deed of Trust or any of the other Loan Documents is intended to create nor shall be construed as creating any partnership, joint venture, or any other similar relationship between Trustor and Beneficiary or any other person or entity.

33. FINANCIAL STATEMENTS, BOOKS OF ACCOUNT, FINANCIAL COVENANTS. Trustor shall keep and maintain at all times at Trustor's address stated above, or such other place as Beneficiary may approve in writing, complete and accurate books of account and records adequate to reflect correctly the results of the operation of the Property, copies of all written contracts, leases and other instruments which affect the Property and copies of current financial statements of Trustor's business, statements in respect of which Trustor provided to Beneficiary in connection with application for this mortgage loan. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Beneficiary upon prior written request. Trustor and any permitted subsequent owner of the Property, as the case may be, shall furnish to Beneficiary, within ninety (90) days after the end of each fiscal year: (a) an income and expense statement covering the operation of the Property for such period; (b) a rent roll for the Property, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date, the rent payable and the rent paid; and (c) annual financial statement and federal tax return for Trustor and any subsequent permitted property owner.

34. INSPECTIONS. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property, for purposes including, without limitation, obtaining future engineering and/or environmental studies, appraising the Property and securing bids to perform repairs to the Property. In furtherance of this right and of the rights granted pursuant to Sections 35, Beneficiary shall have and is hereby granted an irrevocable license coupled with an interest for such purposes.

35. HAZARDOUS SUBSTANCES. Trustor represents and warrants that Trustor has no knowledge of (a) the presence of any "Hazardous Substances" (as defined below) in the real property or improvements thereon (hereinafter in this paragraph referred to as "the premises"), (b) that the premises are now or have ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with, Hazardous Substances, or that any Hazardous Substances have ever been installed, placed, spilled, disposed or in any manner dealt with on the premises, or that any owner of the premises or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively "Occupant") has failed to comply with all applicable federal, state and local environmental laws, regulations, ordinances, administrative and judicial orders relating to the generating, recycling, re-use, sale, storage, handling, transport and disposal of any Hazardous Substances or received any notice or advice from any governmental agency or any Occupant with regard to Hazardous Materials on, from or affecting the premises. Trustor covenants that it will take no action that will contaminate in any way the premises with any Hazardous Substances, and shall not use the premises to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with, Hazardous Substances, and Trustor shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Trustor or any Occupant, the installation or placement of Hazardous Substances in or on the premises except that are used, stored or held, in reasonable quantities, and in strict compliance with all laws, ordinances, rules, regulations, orders and guidelines of any governmental agency having jurisdiction and the applicable board of insurance underwriters, for customary janitorial, maintenance and repair purposes, or a release of Hazardous Substances onto the premises or onto any other property or suffer the presence of Hazardous Substances on the premises. Trustor shall comply with, and shall take reasonable actions to ensure compliance by all Occupants with, all applicable federal, state

and local laws, ordinances, rules or regulations, with respect to Hazardous Substances, and shall keep the premises free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Trustor receives any notice or advice from any governmental agency, or any Occupant, with regard to Hazardous Substances on, from or affecting the premises, Trustor shall promptly notify Beneficiary. Trustor shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal and other actions necessary to clean up and remove all Hazardous Substances on, from or affecting the premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies. The term "Hazardous Substances" as used in this Deed of Trust shall include, without limitation, gasoline, petroleum products, explosives, radon gas, radioactive materials, hazardous or toxic materials, hazardous or toxic wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined or designated as hazardous or toxic by any Federal, state or local environmental law, ordinance, rule, or regulation presently in effect or that may be promulgated in the future, and as such statutes, regulations and ordinances may be amended from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Substances Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Sections 1251 et seq.), the Clean Air Act (42 U.S.C. Sections 7401 et seq.) and in the regulations adopted and publications promulgated pursuant thereto. The obligations and liabilities of Trustor under this paragraph shall survive trustee's sale, foreclosure of this Deed of Trust or the delivery of a deed in lieu of foreclosure, and shall continue to be binding upon Trustor notwithstanding any contrary language contained in this Deed of Trust or any other document, specifically including without limitation any document which otherwise relieves Trustor from personal liability under the Notes secured by this Deed of Trust, this Deed of Trust or any other document.

36. WAIVER OF JURY TRIAL. THE TRUSTOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, AND THE TRUSTEE AND BENEFICIARY BY ACCEPTANCE OF THIS DEED OF TRUST IRREVOCABLY AND UNCONDITIONALLY WAIVE, ANY ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR COUNTERCLAIM ARISING IN CONNECTION WITH, OUT OF OR OTHERWISE RELATING TO THIS DEED OF TRUST. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

37. UTAH LAW. All rights, powers and remedies provided in this Deed of Trust may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law and are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable, or not entitled to be recorded or enforced under the provisions of any applicable law.

**PURSUANT TO UTAH CODE ANN. SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THIS DEED OF TRUST AND THE OTHER LOAN DOCUMENTS EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE**

**SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.**

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

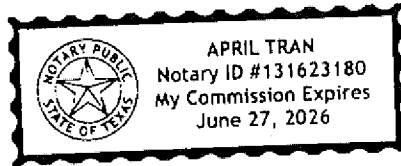
D Murray, LLC,  
a Utah limited liability company

By: J. P. Dhillon  
Name: Jagmohan Dhillon  
Title: Member

TEXAS  
STATE OF UTAH (AP)  
COUNTY OF TARRANT

On the 24th day of APRIL, 2024, personally appeared before me Jagmohan Dhillon who, being by me duly sworn, did say that he executed the foregoing Trust Deed as Member of D Murray, LLC.

[Signature]  
Notary Public



## SCHEDULE A

### Parcel 1:

Part of the North half of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows: Beginning at a point which is 2237.39 feet South 00°10'45" West and 279.49 feet North 89°49'06" West from the monument location referenced by the Salt Lake County Surveyor and marking the North quarter corner of said Section 20, said point also being 632.50 feet South 89°49'06" East along the monument line of 6600 South Street and 328.33 feet North 00°10'54" East from the Salt Lake County street monument found marking the intersection of 900 East Street and 6600 South Street; and running thence South 89°49'06" East 492.72 feet to the Westerly line of that parcel of land described in Book 5795 at page 2416 in the office of the Salt Lake County Recorder; thence South 00°14'56" West 40.04 feet along said line to the Southerly line of said parcel of land; thence South 83°04'05" East 26.19 feet along said line; thence South 78°44'07" East 29.30 feet to the old center line of Little Cottonwood Creek (location established by the Salt Lake County Surveyor); thence South 13°44'23" West 235.95 feet along said line to the Northerly right of way line of 6600 South Street, said point being North 13°44'23" East 14.16 feet from the rebar and cap marked "SLCO Surveyor" set as a monument marking the old center line of Little Cottonwood Creek; thence North 87°51'15" West 227.57 feet along said right of way line; thence North 04°26'37" East 2.00 feet along said line; thence North 89°49'06" West 264.83 feet along said line; thence leaving said right of way line North 00°10'54" East 268.33 feet to the point of beginning.

### Parcel 1A:

A non exclusive right of way as disclosed by that certain Special Warranty Deed recorded August 29, 1996 as Entry No. 6442919 in Book 7477 at page 1869, over the following described tract to-wit:

Part of the North half of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point which is 2237.39 feet South 00°10'45" West and 279.49 feet North 89°49'06" West from the monument location referenced by the Salt Lake County Surveyor and marking the North quarter corner of said Section 20, said point also being 632.50 feet South 89°49'06" East along the monument line of 6600 South Street and 328.33 feet North 00°10'54" East from the Salt Lake County Street Monument found marking the intersection of 900 East Street and 6600 South Street; and running thence South 00°10'54" West 268.33 feet to the Northerly right of way line of 6600 South Street; thence North 89°49'06" West 20.00 feet along said line; thence North 00°10'54" East 268.33 feet; thence South 89°46'06" East 20.00 feet to the point of beginning.

Generally known as: 975 E 6600 S, Murray, UT 84121