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Tax Parcel Reference No.'s: 05-078-0026; 05-078-0038; 05-078-0046; 05-081-0028; 05-080-0037

**REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING**

THIS REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT, COLLATERAL ASSIGNMENT OF RENTS AND LEASES, AND FIXTURE FILING (the “**Deed of Trust**”), dated this 2nd day of December, 2022, by and among **REGENCY VERNAL LLC**, a Delaware limited liability company with its principal office located at 380 N. Cross Pointe Boulevard, Evansville, Indiana 47715 (hereinafter referred to as the “**Grantor**”), a grantor and trustor for indexing purposes; Chicago Title Insurance Company, Inc., a Florida corporation, as trustee, whose full business address is 601 Riverside Avenue, Jacksonville, Florida 32204 (hereinafter referred to as the “**Trustee**”), a grantee for indexing purposes; and **BANTERRA BANK**, an Illinois State Bank having a mailing address of 133 Cross Pointe Boulevard, Evansville, Indiana 47715 (hereinafter sometimes referred to as the “**Bank**”), a beneficiary and grantee for indexing purposes.

That for and in consideration of the indebtedness and trust hereinafter set forth and of the sum of \$10.00, cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER AND CONVEY unto the Trustee, for the benefit and security of the Bank, that certain real estate located in Uintah County, Utah, as described in Exhibit “A” which is attached to this Deed of Trust and made a part hereof (the “**Real Estate**”); and any items of furniture, machinery, equipment or other tangible personal property owned by Grantor which are now or hereafter become attached to the Real Estate or any improvement thereon so as to constitute a fixture, whether now owned or hereinafter acquired (the “**Collateral**”); together with all present and future improvements, rights, privileges, interests, easements, hereditaments, and appurtenances thereunto belonging or in any manner pertaining thereto, and the proceeds therefrom (all of such Real Estate, Collateral and other rights being hereafter referred to as the “**Premises**”).

This Deed of Trust is given IN TRUST, with power of sale, to secure all of the Obligations to the Bank and all future advances, modifications, refundings, replacements, extensions and renewals thereof. The term “**Obligations**” as used in this Deed of Trust means all obligations of Grantor, in favor of the Bank arising under a Credit Agreement dated the 2nd day of December 2022 (the “**Credit Agreement**”),

and a Term Promissory Note dated December 2, 2022, and executed by Regency Vernal LLC, in favor of Bank (the "Note") in the principal amount of Fifteen Million and 00/100 Dollars (\$15,000,000.00).

THIS IS A TRUST DEED FOR THE PURPOSES OF UTAH CODE ANNOTATED § 57-1-19 AND SECURES A MAXIMUM PRINCIPAL AMOUNT NOT TO EXCEED FIFTEEN MILLION AND 00/100 DOLLARS (\$15,000,000.00), and this deed of trust is also security for the payment of interest on such principal sums and for taxes, insurance premiums and other obligations, including interest thereon, undertaken by Beneficiary or Trustee pursuant to the provisions of this deed of trust or in the related Note, Credit Agreement, loan documents, contract, or other agreement or evidences of indebtedness or obligations secured thereby (except any guaranty or environmental indemnity). Future advances under the Credit Agreement, Note and other loan documents are obligatory. This deed of trust secures future advances that are intended to be obligatory, and that Beneficiary has agreed to make in accordance with the provisions of the Note and Credit Agreement.

This instrument is to be filed for record in the real estate records of the County in which the Property is located, so as to serve as a fixture filing pursuant to Utah Code Annotated § 70A-9a-502.

As additional security for the Obligations, the Grantor assigns to the Bank the rents, issues and profits of the Premises, including any rents and all other amounts (collectively "Lease Payments") which are due or shall become due to the Grantor under the terms of any present or future lease (a "Lease"), oral or written, of all or any portion of the Premises (all such rents, issues, profits and Lease Payments are hereafter collectively referred to as the "Rents"), and all other rights of the Grantor with respect to any such Lease. This assignment of Rents and leasehold rights is an absolute assignment, contingent only upon the occurrence of a Default (as hereafter defined) or as otherwise provided herein, and includes the right of the Bank to collect all Rents and exercise such rights subject to the conditional license to collect Rents and exercise such rights granted by the Bank to the Grantor hereinbelow.

The Grantor further covenants and agrees as follows:

1. **PAYMENT OF OBLIGATIONS.** The Grantor shall pay and perform all of the Obligations promptly when payment or performance is due, with reasonable attorneys' fees and other costs of collection, and without relief from valuation and appraisal laws.
2. **CONDITION OF PREMISES.** The Grantor shall keep or cause to be kept the Premises in good repair and shall not commit or permit material waste thereon or do or permit to be done anything that may impair the value of the Premises. The Grantor shall promptly restore or cause to be restored any part of the Premises which may be damaged or destroyed.
3. **TAXES AND ASSESSMENTS.** The Grantor shall pay or cause to be paid when due all taxes and assessments levied or assessed against the Premises or any part thereof, provided that (unless any material item or property would be lost, forfeited or materially damaged as a result thereof) no such charge or claim need be paid if it is being diligently contested in good faith, if Bank is notified in advance of such contest and if Grantor establishes an adequate reserve or other appropriate provision required by generally accepted accounting principles and deposits with Bank cash or bond in an amount acceptable to Bank.
4. **TITLE; NO DEED OF TRUST.** Grantor hereby represents and warrants that Grantor is the owner of the Premises in fee simple and that there are no other mortgages, deeds of trust, liens, encumbrances or claims against the Premises or which may affect the Premises.
5. **LEASES.** Grantor, upon request, from time to time, will furnish to Bank a statement in such reasonable detail as Bank may request, certified by Grantor, of all Leases relating to the Premises; and on demand, Grantor will furnish to Bank executed counterparts of any and all such Leases. Grantor

represents, warrants and covenants to and for the benefit of Bank: (a) that Grantor now is (or with respect to any leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents due or to become due thereunder; (b) that, there are no outstanding assignments of the Leases or Rents; (c) that no Rents have been anticipated, discounted, released, waived, compromised or otherwise discharged, except for prepayment of rent of not more than one (1) month prior to the accrual thereof; (d) that there are no material defaults now existing under any of the Leases by the landlord or, to the knowledge of Grantor, tenant, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a material default under any of the Leases by the landlord or tenant, except as disclosed in writing to Bank; (e) that Grantor has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder, and (f) the Leases are in full force and effect and are the valid and binding obligations of Grantor, and are the valid and binding obligations of the tenants thereto. Grantor covenants and agrees that Grantor shall not, without the prior written consent of Bank, which consent shall not be unreasonably withheld, conditioned or delayed: (i) exclusive of security deposits, accept any payment of Rent or installments of Rent for more than one (1) month in advance; (ii) cancel or terminate any Lease; (iii) take or omit to take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said lease; (iv) anticipate, discount, release, waive, compromise or otherwise discharge any Rents payable or other obligations under the Leases; provided, however, that Grantor may take any of the actions described in subsection (ii) or (iv) above so long as such actions are taken by Grantor in the ordinary course of business and are consistent with sound customary leasing and management practices for similar properties.

6. **NO LIENS.** The Grantor shall not permit any lien of mechanics or materialmen to attach to and remain on the Premises or any part thereof for more than thirty (30) days after receiving notice thereof. Nothing herein contained, however, shall be construed as preventing or interfering with the contesting by Grantor, at its cost and expense, of the validity of such lien or the underlying indebtedness, if the same may be contested without loss or forfeiture of title, and Grantor may so contest the same, and during such contest Grantor shall not be treated as being or taken to be in default with respect to the subject matter of such contest; provided, however, that if Bank shall so require, Grantor shall furnish to Bank reasonable security for the payment at the termination of such contest of the indebtedness secured by such lien. For the purpose of complying with the proviso in the foregoing sentence, Grantor may, at its election, furnish a bond in an amount equal to the amount of the item so contested and with surety satisfactory to Bank.

7. **COMPLIANCE WITH LAWS.** The Grantor shall comply with all statutes, ordinances, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body or official applicable to the Premises, or any part thereof, or to the Grantor, or to the operation of any business of Grantor which directly affects the Premises; provided, however, that the Grantor may contest any of the matters referred to in this paragraph in any reasonable manner which in the judgment of the Bank will not adversely affect the rights of the Bank, its successors or assigns.

8. **INSURANCE.** The Grantor will procure and maintain or cause to be procured and maintained in effect at all times insurance which insures against loss or destruction of the Premises by earthquake, fire, windstorm, lightning, vandalism and malicious mischief and such other perils as are generally covered by "extended coverage" insurance for the full replacement value of the Premises. The Grantor shall procure or cause to be procured commercial general liability insurance and business interruption insurance in such amounts as the Bank may reasonably require. All policies providing such insurance shall provide that any loss thereunder shall be payable to the Bank under a standard form of secured lender's loss payable endorsement. The Grantor authorizes the Bank to endorse on Grantor's behalf and to negotiate drafts representing proceeds of such insurance, provided that the Bank shall remit to the Grantor such surplus, if any, as remains after the proceeds have been applied at the Bank's option: (a) to the satisfaction of the Obligations or to the establishment of a cash collateral account securing the

Obligations, or (b) to the restoration of the Premises. Notwithstanding the foregoing, Bank agrees that so long as no Default (as hereafter defined) has occurred and is continuing, and provided that (i) the proceeds are equal to or less than Five Thousand Dollars (\$5,000.00), or (ii) the Grantor can demonstrate to the Bank's reasonable satisfaction that restoration of the Premises is physically and economically feasible, such proceeds shall be applied, at the Grantor's option and to the extent necessary, as provided in the foregoing clause (b) and any balance shall be remitted to the Bank to be applied as provided in the foregoing clause (a). Notwithstanding any provision herein or in any Loan Document (as hereinafter defined) provided no Default has occurred and is continuing, any payment to Bank under this Section 8 shall not be subject to any Prepayment Penalty. Any insurance policies required under the terms of this Deed of Trust shall provide that such policies may not be modified, amended, or canceled without thirty (30) days prior written notice to Bank. All insurance policies shall be issued by companies rated "A" or better by Best's Key Rating Guide or a comparable rating service. The Bank shall be provided with original or certified policies.

9. **PRESERVATION OF SECURITY INTEREST.** Upon demand and failure of the Grantor so to do, the Bank may, in its discretion, advance and pay all sums necessary to protect and preserve the Premises, and all sums so advanced and paid by the Bank shall become a part of the indebtedness secured hereby, shall bear interest from date of payment at a rate equal to the Default Rate, as defined in the Note, and shall be payable to the Bank upon demand. Such sums shall include, but not by way of limitation: (a) taxes, assessments and other charges which may be or become senior to this Deed of Trust as liens on the Premises, or any part thereof; (b) the cost of any title insurance, surveys, or other evidence which in the discretion of the Bank may be required in order to evidence, confirm, insure or preserve the lien of this Deed of Trust; (c) all reasonable costs, expenses, and attorneys' fees incurred by the Bank in respect of any and all legal and equitable actions which relate to this Deed of Trust or to the Premises; (d) the cost of any repairs respecting the Premises which are reasonably deemed necessary by the Bank; (e) the cost of all reasonable and necessary expenses for the operation, protection, and preservation of the Premises, including the usual and customary fees for management services; and (f) the cost of premiums due and payable with respect to insurance policies required by this Deed of Trust. The Bank shall be subrogated to the rights of the holder of each lien or claim paid with moneys secured hereby.

10. **CONDEMNATION.** If all or any part of the Premises is damaged, taken, or acquired, either temporarily or permanently, in any condemnation proceeding, or by exercise of the right of eminent domain, or by the alteration of the grade of any street affecting the Premises, the amount of any award or other payment for such taking or damages made in consideration thereof, to the extent of the full amount of the then remaining unpaid Obligations, is hereby assigned to the Bank, which is empowered to collect and receive the same and to give proper receipts therefor in the name of the Grantor, and all such sums shall be paid forthwith directly to the Bank. Any award or payment so received by the Bank may, at the option of the Bank: (a) be applied to the satisfaction of the Obligations or to the establishment of a cash collateral account for the Obligations, or (b) be released, in whole or in part, to the Grantor for the purpose of altering, restoring, or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of such taking, alteration, or proceeding. Notwithstanding the foregoing, Bank agrees that so long as no Default has occurred and is continuing, and provided that the Grantor can demonstrate to the Bank's reasonable satisfaction that any proposed alteration, restoration or rebuilding is physically and economically feasible, such awards shall be applied at the Grantor's option and to the extent necessary as provided in the foregoing clause (b) and any balance shall be remitted to the Bank to be applied as provided in the foregoing clause (a). Provided no Default has occurred and is continuing, notwithstanding any provision herein or in any Loan Document, any payment to Bank under this Section 10 shall not be subject to any Prepayment Penalty.

11. **COLLECTION OF RENTS; ETC.** At any time a Default (as hereafter defined) has occurred and is continuing, the Bank may enter upon and take possession of the Real Estate or any part thereof, and at any such time the Bank may demand, sue for, receive and give receipts, releases and

satisfactions for all Rents, and for such purposes Grantor hereby irrevocably appoints and constitutes the Bank as its true and lawful limited attorney-in-fact with full power of substitution for and on behalf of Grantor and in a manner not adverse to the interests of Grantor, for the limited purpose to request, demand, enforce payment, collect and receive the Rents payable under the Leases, to endorse any checks, drafts or orders evidencing the payment of Rents under the Leases. At any time a Default has occurred and is continuing, Bank shall have the right and authority, but not the obligation, without any notice whatsoever to Grantor and without regard to the adequacy of the security therefor, to: (a) manage and operate the Real Estate, with full power to employ agents to manage the same; (b) demand, collect, receive and sue for the Rents, including those past due and unpaid; and (c) do all acts relating to such management of the Real Estate, including, but not limited to, negotiation of new Leases, making adjustments of existing Leases, contracting and paying for repairs and replacements to the improvements and to the fixtures, equipment and personal property located in the improvements or used in any way in the operation, use and occupancy of the Real Estate as in the sole subjective judgment and discretion of Bank may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole subjective judgment of Bank may be necessary to maintain a proper rental income from the Real Estate, employing necessary managers and other employees, purchasing fuel, providing utilities and paying for all other expenses incurred in the operation of the Real Estate, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor. At any time a Default has occurred and is continuing, Bank may apply the Rents received by Bank from the Real Estate, after deducting the costs of collection thereof, including, without limitation, reasonable attorneys' fees and a management fee for any management agent so employed, against amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Bank incurs in connection with the operation of the Real Estate and against interest, principal, and other sums which have or which may become due, from time to time, with respect to the Obligations, in such order or priority as to any of the items so mentioned as Bank, in its sole subjective discretion, may determine. The exercise by Bank of the rights granted Bank in this paragraph, and the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver by Bank of any default or prevent foreclosure of any liens on the Real Estate nor shall such exercise make Bank liable under any of the Leases, Bank hereby expressly reserving all of its rights and privileges under the Deed of Trust and any other instrument evidencing or securing any Obligation. This assignment shall not operate to place responsibility for the control, care, management or repair of the Real Estate upon Bank, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Bank responsible or liable for any waste committed on the Real Estate by the tenants or any other party or for any dangerous or defective condition of the Real Estate or for any negligence in the management, upkeep, repair or control of the Real Estate. Bank shall not be liable for any loss sustained by Grantor resulting from Bank's failure to let the Real Estate or from any other act or omission of Bank in managing the Real Estate. Grantor shall and does hereby indemnify and hold Bank harmless from and against any and all liability, loss, claim, demand or damage which may or might be incurred by reason of this assignment, including, without limitation, claims or demands for security deposits from tenants of space in the improvements deposited with Grantor, and from and against any and all claims and demands whatsoever which may be asserted against Bank by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases except resulting from the gross negligence or willful misconduct of Bank. Should Bank incur any liability by reason of this assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses and reasonable attorneys' fees, together with interest thereof at the Default Rate from the date paid or incurred by Bank until repaid by Grantor, shall be immediately due and payable to Bank by Grantor upon demand and shall be secured by the Deed of Trust and by any other instrument securing all or any part of the Obligations. The collection of such Rents shall not operate as an affirmation of any tenant or lease in the event the Grantor's title to the Premises or any portion thereof shall be acquired by the Bank. The Bank shall be liable to account only for Rents actually received by the Bank. In exercising any of the powers contained in this Deed of Trust, Bank may also take possession of, and for these purposes use, any and

all personal property contained in the Premises and used by the Grantor in the maintenance, rental or leasing thereof or any part thereof. Grantor does not assign to Bank, and Bank is not assuming, any of Grantor's obligations under any such Lease, and Grantor shall be and remain solely responsible for performing or fulfilling such obligations, including but not limited to any liability or obligation in connection with any representation, warranty, covenant or indemnification contained in any such Lease, and including but not limited to any obligation with respect to any security or other deposit made pursuant to any such Lease. At any time that the Bank has not exercised its right to take possession of the Real Estate and there is not in effect any demand by the Bank for the direct payment of Rents to the Bank, the Grantor may collect and retain Rents or use them for any proper purpose in the ordinary course of the Grantor's business. Any demand by the Bank upon any tenant of the Premises accompanied by a copy of this Deed of Trust shall be sufficient authority for such tenant thereafter to make all payments of Rents directly to the Bank and any such tenant shall have no obligation or authority to inquire into the propriety of any such demand. Upon making payments of Rents to the Bank pursuant to the Bank's demand, any tenant of the Premises shall be as fully discharged of its obligations under any Lease to the extent of such payments as if such payments had been made directly to the Grantor. If at any time payments of Rents are required to be made directly to the Bank under the terms of this paragraph and notwithstanding such requirement such payments are made to the Grantor, the Grantor will receive such payments in trust for the Bank and will forward them immediately to the Bank in the form in which received, adding only such endorsements or assignments as may be necessary to perfect the Bank's title thereto. Any amounts collected by the Bank pursuant to the assignment of rents contained in this Deed of Trust shall be applied by the Bank to the payment of such of the Obligations as are then due and payable as the Bank in its sole discretion shall determine. If no Obligations are then due and payable, such amounts may be held by the Bank as cash collateral for the Obligations, without liability for interest thereon. Any portion or all of the cash collateral account which is not applied to Obligations pursuant to the terms of this paragraph may at the discretion of the Bank be released to the Grantor. The authority given to collect Rents conferred upon the Bank under the terms of this Deed of Trust is irrevocable.

12. **UNIFORM COMMERCIAL CODE FILINGS.** The Grantor grants to the Bank as secured party a security interest in the Collateral in accordance with the provisions of the Uniform Commercial Code as enacted in Utah and Delaware. Upon the request by Bank, Grantor shall execute and deliver and cause to be filed or recorded, at the expense of the Grantor, any financing statement or other document that the Bank may reasonably request to perfect or to further evidence the security interest created by this Deed of Trust.

Fixture Filing. It is intended that as to fixtures that are part of the Collateral, this Deed of Trust shall be effective as a continuously perfected financing statement filed pursuant to Utah Code Annotated § 70A-9a-502 as a fixture filing from the date of the filing of this Deed of Trust for record with the Recorder of the county in which the Collateral is located.

13. **DEED OF TRUST TAXES.** If, after the execution of this Deed of Trust, applicable law requires the taxation of this Deed of Trust or any Obligation secured by this Deed of Trust, the Grantor, upon demand by the Bank, shall pay such taxes or reimburse the Bank therefor unless it is unlawful to require the Grantor to do so. Notwithstanding the foregoing, the Grantor shall not be obligated to pay any portion of any of the Bank's federal or state income taxes.

14. **HAZARDOUS MATERIALS.** Grantor hereby represents and warrants, (a) to the best of Grantor's knowledge, there are no Hazardous Materials (hereinafter defined) on the Real Estate, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations; and (b) Grantor has received no notice or advice from any governmental agency or any source whatsoever with respect to the existence of Hazardous Materials on, from or affecting the Real Estate. Grantor covenants that the Real Estate shall be kept free of Hazardous Materials, and neither Grantor nor any occupant of the Real Estate shall use, transport, store, dispose of or in any manner deal

with Hazardous Materials on the Real Estate, except to the extent that such use, transport, storage or disposal shall be necessary and proper for the Grantor or any occupant to use the Real Estate and conduct their business, provided that such use, transport, storage, disposal or handling of Hazardous Materials on the Real Estate shall at all times be in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor shall not, without prior notice to Bank, engage in any use or activity on the Real Estate which results in initial use or increased use, as the case may be, of Hazardous Materials on the Real Estate which were not previously disclosed to the Bank in writing and described as involving "Hazardous Wastes" or "Hazardous Materials." In the event that Grantor receives any notice or advice from any governmental agency or any source whatsoever with respect to Environmental Defects or Hazardous Materials on, from or affecting the Real Estate, Grantor shall immediately notify Bank in writing. Grantor shall promptly conduct and complete all necessary investigations, studies, samplings, and testing, and all remedial actions necessary to cure said Environmental Defects or to clean up, remove and dispose all Hazardous Materials from the Real Estate in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor further covenants that it will promptly notify Bank of any changes in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in or under the Real Estate or used in connection therewith, and will transmit to Bank copies of any citations, orders, notices or other governmental or other communication received with respect to any other Environmental Defects or Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Real Estate. The term "**Hazardous Materials**" as used herein shall include, without limitation any material or substance that is:

- a) defined as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), as amended from time to time;
- b) defined as a hazardous substance pursuant to the Federal Resource Conservation and Recovery Act, ("RCRA"), as amended from time to time;
- c) designated as a hazardous substance pursuant to the Federal Water Pollution Control Act, Safe Drinking Water Act, Clean Water Act ("CWA"), Clean Air Act ("CAA"), Toxic Substance Control Act ("TSCA"), Federal Insecticide, Fungicide, Rodenticide Act and Occupational Safety and Health Act ("OSHA"), all as amended from time to time;
- d) defined as a hazardous substance under applicable federal, state or local statutes, ordinances, and regulations, as amended from time to time;
- e) infectious waste as that term is defined by any applicable state or local statutes or regulations, as amended from time to time;
- f) radioactive material;
- g) material containing asbestos, polychlorinated biphenyls or hydrocarbons;
- h) designated by Bank in its reasonable discretion, to be hazardous to human health or property and which Bank determines must be cleaned up, removed or otherwise treated, whether or not the substance is considered hazardous for the purpose of any federal, state or local statutes, ordinances, laws or regulations.

GRANTOR SHALL PROTECT, DEFEND, INDEMNIFY AND SAVE HARMLESS BANK AND THE TRUSTEE, FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, RESPONSE AND CLEANUP COSTS, AND OTHER COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES

AND EXPENSES), IMPOSED UPON OR INCURRED BY OR ASSERTED AGAINST BANK BY REASON OF (A) ANY ENVIRONMENTAL DEFECT; (B) THE PRESENCE, DISPOSAL, ESCAPE, SEEPAGE, LEAKAGE, SPILLAGE, DISCHARGE, EMISSION, RELEASE, OR THREATENED RELEASE OF ANY HAZARDOUS MATERIALS ON, FROM, OR AFFECTING THE REAL ESTATE OR ANY OTHER PROPERTY; (C) ANY PERSONAL INJURY (INCLUDING WRONGFUL DEATH) OR PROPERTY DAMAGE (REAL OR PERSONAL) ARISING OUT OF OR RELATED TO SUCH HAZARDOUS MATERIALS; (D) ANY LAWSUIT BROUGHT OR THREATENED, SETTLEMENT REACHED, OR GOVERNMENT ORDER RELATING TO SUCH HAZARDOUS MATERIALS; OR (E) ANY VIOLATION OF ENVIRONMENTAL LAWS, ORDERS, ORDINANCES, REGULATIONS, REQUIREMENTS, OR DEMANDS OF GOVERNMENT AUTHORITIES, WHICH ARE IN ANY WAY RELATED TO SUCH HAZARDOUS MATERIALS, OR ANY OTHER ENVIRONMENTAL DEFECTS AFFECTING THE REAL ESTATE OR THE GRANTORS OPERATIONS; INCLUDING, WITHOUT LIMITATION, THE COSTS AND EXPENSES OF ANY REMEDIAL ACTION, REASONABLE ATTORNEY AND CONSULTANT FEES, INVESTIGATION AND LABORATORY FEES, COURT COSTS, AND LITIGATION EXPENSES, AND, WITH RESPECT TO CLAIMS ASSERTED AGAINST BANK, EXCEPT IN THE EVENT SUCH LIABILITIES, OBLIGATIONS, CLAIMS, DAMAGES, PENALTIES, CAUSES OF ACTION, RESPONSE AND CLEANUP COSTS, AND OTHER COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND EXPENSES) ARE ATTRIBUTABLE TO THE ACTION OR INACTION OF BANK.

15. **DEFAULT.** The occurrence of any of the following events which, after the giving of any required notice and or the passage of any applicable grace or cure period, shall be deemed a "**Default**" under this Deed of Trust:

- a) a "default" or "event of default" as defined in any document or instrument evidencing or securing any of the Obligations (the "**Loan Documents**") shall have occurred and be continuing beyond any applicable grace or cure period, or the Grantor or any other obligor shall otherwise fail to pay or perform any of the Obligations promptly when such payment or performance is due or within such grace or cure period as may be applicable;
- b) the Grantor shall otherwise fail to observe and perform the terms and conditions of this Deed of Trust and such failure continues beyond any applicable grace or cure period;
- c) the Grantor shall abandon the Premises;
- d) the institution of any foreclosure proceeding by the holder of any deed of trust, mortgage, or lien upon the Premises or security interest in the Collateral;
- e) the breach of any representation, warranty, agreement or covenant contained in this Deed of Trust;
- f) if the Grantor sells or conveys, or enters into an installment contract to sell or convey the Premises, or any portion thereof or permits any person, firm or corporation to assume this Deed of Trust or the indebtedness secured hereby, or enters into a contract or agreement whereby anyone may acquire the right to a lien, Deed of Trust or other encumbrance on the Premises, without the prior written consent of the Bank, which consent shall not be unreasonably withheld, conditioned or delayed; or
- g) the dissolution of Grantor; any change in ownership interest of the Grantor; or Change in Control of Grantor. As used herein, "**Change in Control**" shall mean: (i) a sale of all or substantially all of the assets of Grantor; (ii) any acquisition or agreement to acquire, by any person or entity, directly or indirectly, the beneficial ownership interest of any of the

voting power of Grantor, or (iii) a change in management of Grantor such that a vote of the majority of the current Board of Managers consisting of Kevin Hammett, Chris Buente, Ron Romain, Drew Fellon, Bob Griffin, and David Grill cease to have the authority, directly or indirectly, to manage the offices of Grantor.

16. **CURE PROVISION.** If any default, other than a default in payment, can be cured and Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding six (6) months, it may be cured and shall not constitute a "Default" if Grantor, after receiving written notice from Bank demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance within sixty (60) days.

17. **REMEDIES UPON DEFAULT.** Upon the occurrence and continuance of a Default, the Trustee and the Bank shall, in addition to any other rights and remedies provided in the other Loan Documents, or at law or in equity, have the following rights and remedies, any one or more of which shall be exercisable from time to time at the Bank's option and without notice to the Grantor:

- a) The Bank may declare the Note, and all amounts due thereunder, hereunder or under any other Loan Document, immediately due and payable (unless such default is an event of default under subparagraph (e) above, in which event such Note and all such amounts due shall automatically become immediately due and payable), without demand;
- b) The Bank may dispossess the Grantor of the Premises and exercise any right or remedy provided in this Deed of Trust with respect to taking possession of the Premises and collecting the Rents;
- c) The Bank may apply for and obtain the appointment of a receiver for the Premises, with the power to collect the Rents therefrom, without regard to the value of the Premises or of the solvency of any person or persons liable for the payment of the Obligations, and the Grantor does hereby waive any and all defenses to the application for appointment of such receiver and consent to the appointment of such receiver without notice, but reserves the right to apply for vacation of any order of appointment of such receiver, or for any other appropriate relief, upon showing that none of the foregoing events of default occurred prior to application for the appointment of such receiver or during the pendency of such application in court; and
- d) The Trustee may foreclose by a sale of the Premises as follows:
 - (i) The Trustee may take possession of the Premises and proceed to sell the same at auction at the Premises or at such other place in the city or county in which the Premises or the greater part thereof lies, or in the corporate limits of any city surrounded by or contiguous to such county, or in the case of annexed land, in the county of which the land was formerly a part, as the Trustee may select upon such terms and conditions as the Trustee may deem best, after first giving notice of such sale by (a) publishing such notice in some newspaper of general circulation published in the county wherein said property is located, or if there be no such newspaper, in a qualified newspaper of general circulation in said county, once a week for three (3) consecutive weeks, with the last publication to be at least ten (10) days but not more than thirty (30) days in advance of

the date of such sale, and (b) by posting the notice at least twenty (20) days before the date the sale is scheduled in some conspicuous place on the Premises and at the office of the county recorder of the county in which the Premises or some part of it is located, pursuant to Utah Code Annotated § 57-1-25, after giving written notice by certified mail, return receipt requested, to Grantor and any subordinate lienholder who has previously notified Bank of the existence of a subordinate lien, at least twenty (20) days prior to the sale.

(ii) The power of sale above granted may be exercised at different times as to different portions of the Premises, and if for any reason any executory contract of sale shall not be performed, then new contracts may be made with respect to the same portion of the Premises (with or without other portions). If the Trustee deems it best for any reason to postpone or continue the sale at any time or from time to time, it may do so in accordance with Utah Code Annotated § 57-1-27.

(iii) Full power and authority is hereby expressly granted and conferred upon the Trustee to make, execute, and deliver all necessary deeds of conveyance for the purpose of vesting in the purchaser or purchasers complete and entire legal and equitable title to the Premises, or the portion thereof so sold, and the recitals therein shall be received in all courts of law and equity as prima facie evidence of the matters therein stated; and at such sale the Bank may become a purchaser, and no purchaser shall be required to see to the proper application of the purchase money.

(iv) The proceeds of such sale shall be applied, first, to discharge the expenses of executing this Deed of Trust, including a reasonable commission to the Trustee; next, to amounts advanced under the Utah Code Annotated to satisfy obligations of the Grantor; next to discharge all taxes, levies, and assessments on the Premises, with costs and interest, including a proper proration thereof for the current year, if such taxes, levies and assessments have priority over this Deed of Trust; next, to reimburse the Trustee and the Bank for all amounts (other than amounts advanced under the Utah Code Annotated), including but not limited to reasonable attorney's fees, expended or incurred by them pursuant to the provisions of this Deed of Trust and the other Loan Documents, with interest thereon; next, to pay the accrued interest on the unpaid principal balance due under the Note; next, to pay such unpaid principal balance; next, to pay any remaining Obligations; next, to pay any indebtedness, with lawful interest, secured by any lien of record inferior to the lien of this Deed of Trust; and any residue of such proceeds shall be paid to the Grantor provided, however, that the Trustee as to such residue shall not be bound by any inheritance, devise, conveyance, assignment or lien of or upon the Grantor's equity, without actual notice thereof prior to distribution.

(v) The Grantor shall pay (A) all reasonable costs, fees, including, but not limited to, reasonable attorney's fees, and expenses incurred by the Trustee, the Trustee's agents and the Trustee's counsel in connection with or otherwise related to the Trustee's performance of the Trustee's duties hereunder, and (B) a reasonable commission for the Trustee's performance of the Trustee's duties hereunder. Grantor shall pay such costs, fees, expenses and commissions regardless of whether any sale of the Premises, or any part of the Premises, is consummated, including, but not limited to, circumstances in which a sale begins but is not consummated, a sale is advertised but does not begin, or no

sale is advertised, and this Deed of Trust secures all such costs, fees, expenses and commissions.

The Bank shall have the option of proceeding as to both the Real Estate and the Collateral in accordance with its rights and remedies in respect of the Real Estate, in which event the default provisions of the Utah Uniform Commercial Code shall not apply. If the Bank elects to proceed with respect to the Collateral separately from the Real Estate, the requirement of the Utah Uniform Commercial Code as to reasonable notice of any proposed sale or disposition of the Collateral shall be met if such notice is delivered or mailed to the Grantor at its address stated above at least ten (10) days prior to such sale or disposition. In any action to foreclose this Deed of Trust, the Bank shall be entitled to recover, in addition to all reasonable attorney and related paraprofessional expenses incurred in connection therewith, all other costs and expenses associated with foreclosure including, without limitation, all expenses incurred for title searches, abstracts of title, title insurance, appraisals, surveys and environmental assessments reasonably deemed necessary by the Bank, all of which costs and expenses shall be additional amounts secured by this Deed of Trust.

18. **EXTENSIONS; REDUCTIONS; RENEWALS; CONTINUED LIABILITY OF GRANTOR.** The Bank, at its option and on such terms as it may desire, may extend the time of payment or performance of any part or all of the Obligations or reduce the payments thereon, or accept a renewal note or notes therefor, without the consent of any junior lien holder, and without the consent of the Grantor. No such extension, reduction or renewal, nor any release of any other obligor, guarantor, or collateral, shall affect the priority of this Deed of Trust or impair the security hereof in any manner whatsoever, or release, discharge or affect in any manner the personal liability of the Grantor or any guarantors or sureties of or for any of the Obligations. The Bank, at its option and on such terms as it may desire, may release any part of the Premises from the lien of this Deed of Trust without impairing the lien of this Deed of Trust except as to the portion of the Premises expressly released and without releasing the Grantor or any guarantors or sureties of or for any of the Obligations. No delay by the Bank in the exercise of any of its rights under this Deed of Trust shall preclude the subsequent exercise thereof so long as any Default continues uncured, and no waiver by the Bank of any Default of the Grantor shall operate as a waiver of subsequent or other Defaults. The making of any payment by the Bank for any of the purposes herein permitted shall not constitute a waiver of any breach of the Grantor's covenant to perform such act. Notice by the Bank of its intention to exercise any right or option under this Deed of Trust is expressly waived by the Grantor, and any one or more of the Bank's rights or remedies under this Deed of Trust may be enforced successively or concurrently. Time is of the essence of this Deed of Trust.

19. **JUNIOR LIENS.** Any person, firm or corporation taking a junior deed of trust, or other lien, upon the Premises, shall take the said lien or deed of trust subject to the rights of the Bank herein to extend the maturity of the indebtedness hereby secured without obtaining the consent of the holder of said junior lien or deed of trust and without the lien of this Deed of Trust losing its priority over any such junior lien or deed of trust. This Deed of Trust shall have priority over any such junior lien or deed of trust, not only with respect to advances made by the Grantor prior to the existence and/or recording of such junior lien or deed of trust, but also with respect to any advances and other Obligations made or otherwise incurred after the existence and/or recording of such junior lien or deed of trust.

21. **INSUFFICIENCY OF PROCEEDS.** In the event the property pledged by this instrument is sold under foreclosure and the proceeds are insufficient to pay the total costs of said foreclosure and the indebtedness evidenced and secured by this instrument, the Bank will be entitled to a deficiency judgment, subject to the limitations set forth in paragraph 1 hereinabove.

22. **RESCISSION OF NOTICE OF DEFAULT.** If the Grantor, the Grantor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Property, reinstates this Deed of Trust and the Note within three (3) months of the recordation of a notice of

default in accordance with Utah Code § 57-1-31(1), such party shall pay to the Bank the reasonable cancellation fee contemplated by Utah Code § 57-1-31(2), as delivered by the Bank, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending sale.

23. **SUCCESSOR AND ASSIGNS.** All obligations of the Grantor under this Deed of Trust shall extend to and be binding upon the successors and assigns of the Grantor, and shall inure to the benefit of the Bank, and its successors and assigns.

24. **COMMERCIAL DEED OF TRUST.** This Deed of Trust secures indebtedness incurred for a business purpose and is not made by the Grantor primarily for personal, family or household purposes. The Grantor represents and warrants to the Bank that the Property is not used principally for agricultural purposes.

25. **NOTICES.** All notices, consents, and other communications between the parties hereto must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt); (b) received or refused by the addressee, if sent by certified mail, return receipt requested, or (c) received or refused by the addressee, if sent by a nationally recognized overnight delivery service, return receipt requested, in each case to the appropriate addresses set forth above. The Bank hereby requests, pursuant to Utah Code Annotated § 57-1-26(3), a copy of any notice of default and that any notice of sale under any deed of trust or mortgage affecting the Property be mailed to it at the address set forth in preamble hereto.

26. **JURY TRIAL WAIVER.** GRANTOR HEREBY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY CLAIM, COUNTER-CLAIM, OR DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, IN LAW OR IN EQUITY, BETWEEN THE PARTIES HERETO ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS DEED OF TRUST OR ANY RELATED WRITING EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTION RELATED THERETO. THIS WAIVER SHALL NOT BE DEEMED TO WAIVE THE RIGHT TO A TRIAL BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION.

27. **MISCELLANEOUS.** This instrument contains or incorporates by reference the entire agreement between the parties, and supersedes all prior oral or written understandings, agreements or contracts, formal or informal, between the parties hereto, with respect to the subject matter hereof. This Deed of Trust shall be construed under, and governed by, the laws of the State of Utah, not including the choice of law rules thereof. Notwithstanding the foregoing, nothing contained herein shall affect the rights of the Bank to bring any action or proceeding against the Grantor or its property in the courts of any other state or jurisdiction. As used in this Deed of Trust, the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words and pronouns of any gender shall be meant to include any other gender. All headings set forth herein are included for the convenience of reference only and shall not affect the interpretation hereof, nor shall any weight or value be given to the relative position of any part or provision hereof in relation to any other provision in determining such construction. In the event that any of the provisions of this Deed of Trust shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision shall be enforced to the fullest extent permissible and the remaining portion of this Agreement shall remain in full force and effect. This Deed of Trust may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument. THIS PROVISION, AND EACH AND EVERY OTHER PROVISION OF THIS DEED OF TRUST MAY NOT UNDER ANY CIRCUMSTANCE BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED VERBALLY, BUT MAY ONLY BE MODIFIED, CHANGED, AMENDED OR PROVISIONS HEREUNDER WAIVED BY AN AGREEMENT IN WRITING EXECUTED BY

ALL PARTIES HERETO. PURSUANT TO *UTAH CODE ANNOTATED SECTION 25-5-4*, THE GRANTOR IS NOTIFIED THAT THE WRITTEN LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

28. **NO LIABILITY OR OBLIGATION ON THE TRUSTEES OR THE BANK.**

Nothing in this Deed of Trust shall be construed to impose any obligation upon either the Bank or the Trustee to expend any money or to take any other discretionary act herein permitted, and neither the Bank nor the Trustee shall have any liability or obligation for any delay or failure to take any discretionary act. The Trustee shall not be required to see that this Deed of Trust is recorded and shall not be liable for the default or misconduct of any agent or attorney appointed by them in pursuance hereof, or for anything whatever in connection with this Deed of Trust, except willful misconduct or gross negligence. The Trustee may act upon any instrument or paper believed by them in good faith to be genuine and to be signed by the proper party or parties, and shall be fully protected for any action taken or suffered by them in reliance thereon.

29. **INDEMNIFICATION BY THE GRANTOR.** The Grantor shall protect, defend, indemnify and save harmless the Trustee and the Bank from, against and in respect of, any and all losses (including diminution in the value of the Premises), costs, damages, liabilities, obligations, claims, causes of action, fines, penalties and expenses (including reasonable attorneys' fees, expenses and litigation costs, sums paid in settlements of claims and any such fees and expenses incurred in enforcing this indemnity or collecting any sums due hereunder) and expenses for accounting, consulting, engineering, investigation, cleanup, removal and/or disposal and other remedial costs incurred to permit continued or resume normal operations of activities on or use of the Premises, directly or indirectly imposed upon or incurred by or asserted against the Trustee, the Bank, its directors, officers, agents, employees, successors or assigns, or any of them, by any other party or parties (including, without limitation, a governmental entity), arising out of or in connection with (a) ownership of the Premises or any interest therein, or receipt of any rent or other sums therefrom, (b) any accident to, injury to or death of persons or loss of or damage to property occurring on or about the Premises or the adjoining sidewalks, curbs, vaults or vault space, if any, streets or ways, (c) any use, nonuse or condition of the Premises or the adjoining sidewalks, curbs, vaults or vault space, if any, streets or ways, (d) any failure on the part of the Grantor or any other person liable for the Obligations to perform or comply with any of the terms, covenants, conditions and agreements set forth in this Deed of Trust, the Note, the Credit Agreement, or any other Loan Document executed by the Grantor or any such other person liable for the Obligations, (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof for construction or maintenance or otherwise, (f) any action brought against the Trustee or the Bank attacking the validity, priority or enforceability of this Deed of Trust, the Note, the Credit Agreement, or any other Loan Document, and/or (g) a material misrepresentation or inaccuracy in any representation or warranty or a material breach of or failure to perform any covenant made by Grantor in this Deed of Trust, except resulting from the gross negligence or willful misconduct of Bank. Any amounts payable to the Trustees or the Bank under this paragraph shall be added to, and deemed a part of, the Obligations, shall be secured in the same manner as the Note is secured, shall bear interest from the date of the Trustees' and/or the Bank's demand for payment thereof at the same rate of interest as set forth in the Note and shall be payable by the Grantor on demand. In the event any action, suit or proceeding is brought against the Trustee, the Bank or the directors, officers, agents of employees of the Bank by reason of any such occurrence, the Grantor, upon

the request of the Trustee or the Bank and at the Grantor's expense, shall resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by the Grantor and approved by the Trustees and/or the Bank. Such obligations under this paragraph shall survive the repayment of the Obligations and termination, satisfaction or release of this Deed of Trust.

30. **SHORT FORM PROVISIONS.** This Deed of Trust is executed pursuant to Utah Code Annotated § 57-1. and such other Utah Code Annotated provisions which may be deemed to be applicable, as amended, and shall be construed to impose and confer on the parties hereto all of the applicable provisions of such code sections unless expressly provided herein to the contrary.

The undersigned individual, executing this Real Estate Deed of Trust, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing on behalf of Grantor, hereby represents and warrants that said individual is an officer of said Grantor, duly authorized to execute and deliver this Real Estate Deed of Trust, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing on behalf of the said Grantor; that the Grantor has the power and authority to enter into this Real Estate Deed of Trust, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing and to bind itself and perform in accordance with its terms; and that all necessary action for the proper authorization, execution and delivery of this Real Estate Deed of Trust, Security Agreement, Collateral Assignment of Rents and Leases, and Fixture Filing has been taken and done.

EXECUTED effective as of the 2nd day of December 2022.

REGENCY VERNAL LLC

By: 
Kevin L. Hammett, President and Director

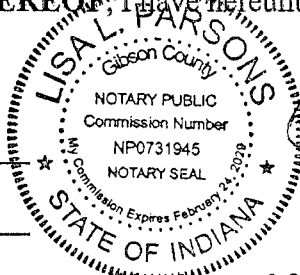
“Grantor”

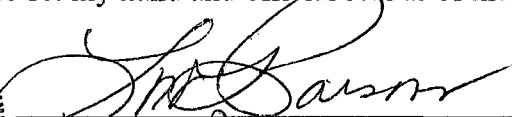
STATE OF INDIANA)
) SS:
COUNTY OF VANDERBURGH)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kevin L. Hammett, the President and Director of Regency Vernal LLC, the limited liability company which executed the foregoing instrument, who acknowledged and affirmed that he did sign said instrument in such capacity for and on behalf of said limited liability company and by authority granted by the Articles of Organization of the company, and by its governing body, that the same is his free act and deed and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as of the 2nd day of December 2022.

My commission expires: 2/24/29
My county of residence is: Gibson




Lisa L. Parsons, Notary Public

THIS INSTRUMENT was prepared by Steven M. Theising, Attorneys-at-law, Kahn, Dees, Donovan & Kahn, LLP, 501 Main Street, Suite 305, Post Office Box 3646, Evansville, Indiana 47735-3646, Telephone: (812) 423-3183.

RETURN TO: Steven M. Theising, Kahn, Dees, Donovan & Kahn, LLP, P.O. Box 3646, Evansville, Indiana 47735-3646.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

/s/Steven M. Theising
Steven M. Theising

EXHIBIT "A"
**TO REAL ESTATE DEED OF TRUST, SECURITY AGREEMENT,
COLLATERAL ASSIGNMENT OF RENTS AND LEASES,
AND FIXTURE FILING**

PARCEL 1: 05-078-0026 *SESW*

LOT A AMENDED: Beginning at a point that is 1214.54 feet North 09°47'37" West from the South quarter corner of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence North 45°59'50" West perpendicular to the Southeast right-of-way line of U.S. Highway 40, 170.99 feet; thence South 44°00'10" West along the said highway right-of-way line 302.23 feet; thence South 45°59'50" East perpendicular to the said highway right-of-way line 199.20 feet; thence North 44°00'10" East parallel with said highway right-of-way line 29.33 feet; thence North 38°06'04" East 274.35 feet to the point of beginning.

PARCEL 2: 05-078-0038 *SESW*

LOT C AMENDED: Beginning at a point that is 810.27 feet North 55°18'44" West from the South quarter corner of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence North 45°59'50" West perpendicular to the Southeast right-of-way line of U.S. Highway 40, 351.45 feet; thence North 44°00'10" East along the said highway right-of-way line 173.21 feet; thence South 45°59'50" East perpendicular with said highway right-of-way line 199.57 feet; thence South 44°00'10" West parallel with said highway right-of-way line 28.51 feet; thence South 02°23'02" East 209.77 feet to the point of beginning.

PARCEL 3: 05-078-0046 *SESW*

LOT D VERNAL TOWNE CENTER: Beginning at a point that is 952.39 feet North 43°28'25" West from the South quarter corner of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence North 45°59'50" West perpendicular to the Southeast right-of-way line of U.S. Highway 40, 199.57 feet; thence North 44°00'10" East along the said highway right-of-way line 116.51 feet; thence South 70°24'54" East 29.97 feet; thence North 44°00'18" East 15.16 feet; thence South 77°02'01" East 5.82 feet; thence South 45°59'50" East perpendicular to the said highway right-of-way line 181.26 feet; thence South 44°00'10" West parallel with said highway right-of-way line 161.51 feet to the point of beginning.

PARCEL 4: 05-081-0028 *SWSE*

PART OF LOT K VERNAL TOWNE CENTER: Beginning at a point on the quarter section line that is 220.00 feet North 02°23'02" West from the South quarter corner of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence North 88°00'48" East parallel with the South line of the Southeast quarter of said section, 254.00 feet; thence North 2°23'02" West parallel with the South line of said quarter section, 441.62 feet; thence North 88°04'33" East along the aliquot point line 410.65 feet; thence North 02°12'24" West along the aliquot point line 661.17 feet; thence South 88°08'17" West along the aliquot point line 668.73 feet, more or less; thence South 150.00 feet; thence West 94.24 feet; thence South 45°59'50" East perpendicular to the said highway right-of-way line 140.36 feet; thence South 43°58'25" West 115.72 feet; thence South 46°01'35" East 42.46 feet; thence South 43°58'25" West 164.40 feet; thence South 46°01'35" East 175.29 feet; thence North 87°37'11" East 50.12 feet; thence South 02°23'02" East along the quarter section line 501.46 feet to the point of beginning.

PART OF LOT K VERNAL TOWNE CENTER: Beginning at a point on the quarter section line that is 1323.47 feet North 02°23'02" West from the South quarter corner of Section 28, Township 4 South, Range 21 East, Salt Lake Base and Meridian; thence North 88°08'17" East 400.26 feet; thence North 0°46'58" West 184.88 feet; thence South 89°26'11" West 114.06 feet; thence North 45°54'35" West 91.61 feet; thence South 44°00'10" West parallel to the Southeast right-of-way line of U.S. Highway 40, 235.67 feet; thence North 45°59'50" West perpendicular to the said highway right-of-way line 145.50 feet; thence North 44°00'10" East parallel to the said highway right-of-way line, 7.00 feet; thence North 45°59'50" West perpendicular to the said highway right-of-way line 23.00 feet; thence South 44°00'10" West along the said highway right-of-way line, 67.00 feet; thence South 45°59'50" East perpendicular to the said highway right-of-way line 168.50 feet; thence South 44°00'10" West parallel with said highway line 215.00 feet; thence South 45°59'50" East perpendicular to the said highway right-of-way line 67.36 feet; thence East 94.24 feet; thence North 150.00 feet to the point of beginning.

Parcels 4 and 5 are together with a non-exclusive right-of-way and easement for vehicular and pedestrian ingress and egress as established in the Declaration of Easements, Covenants and Restrictions for Vernal Towne Center recorded as Entry No. 2013000530 in Book 1313 at Page 730 of Official Records.