

20230012018 04/28/2023 10:40:29 AM Page 11 of 24 Washington County DEED OF TRUST Loan No: 98123504745-46 DEED OF TRUST (Continued) Page 11 Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Trustor to declare the entire Indebtedness immediately due and payable,

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

including any prepayment penalty which Borrower would be required to pay.

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

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

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

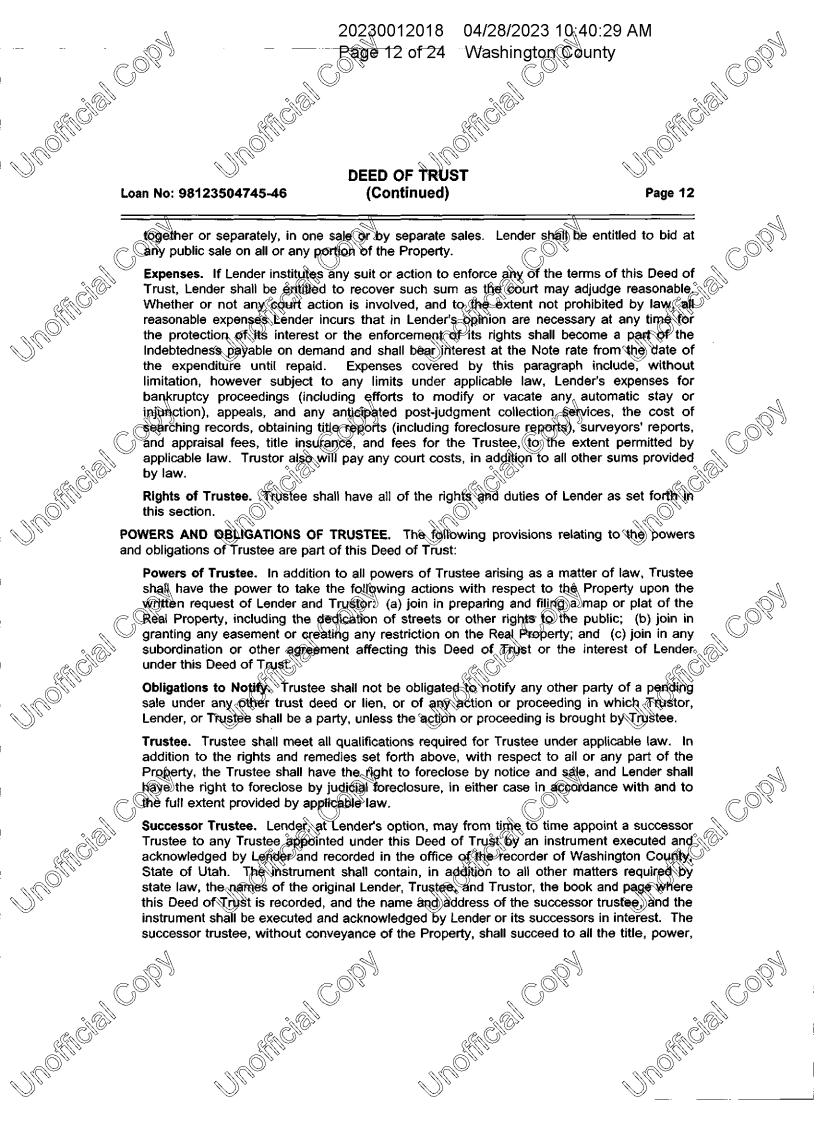
**Tenancy at Sufferance**. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the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

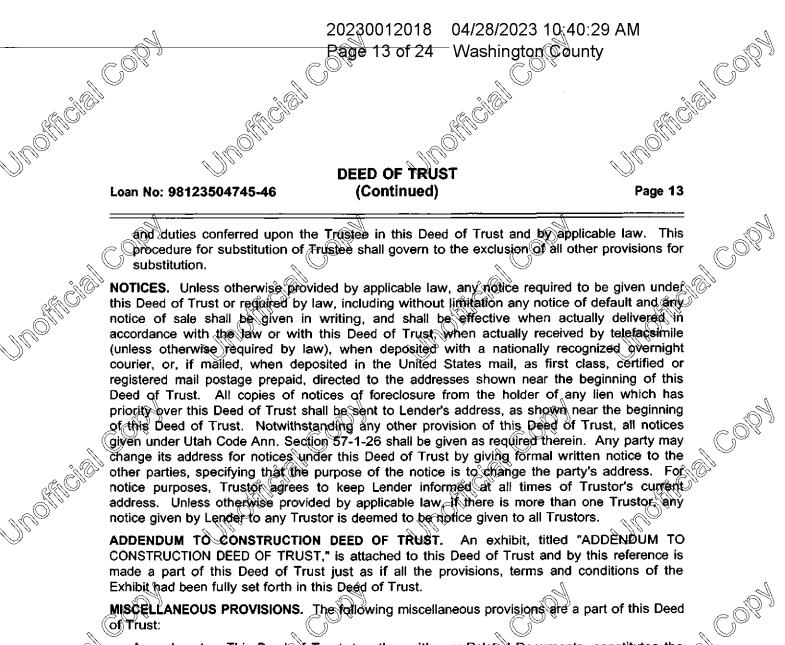
WW Office

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

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

Sale of the Property. To the extent permittee by applicable law, Borrower and Trustor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property



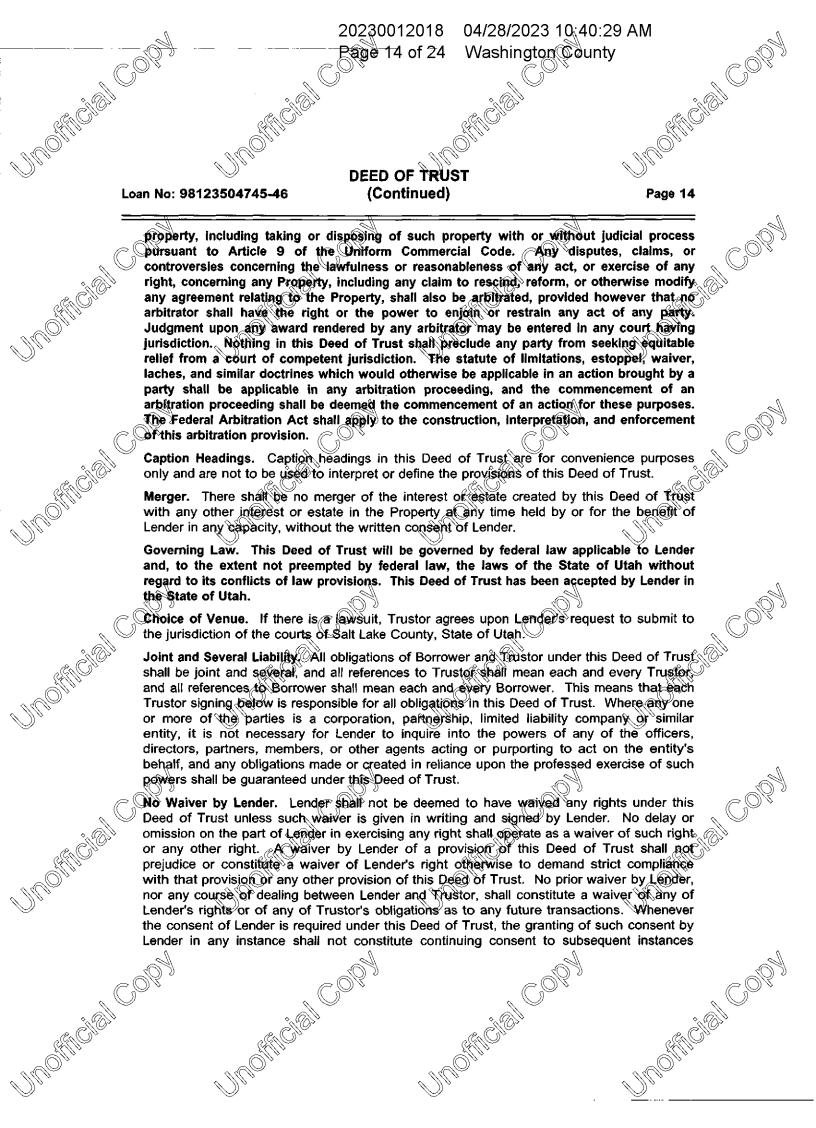


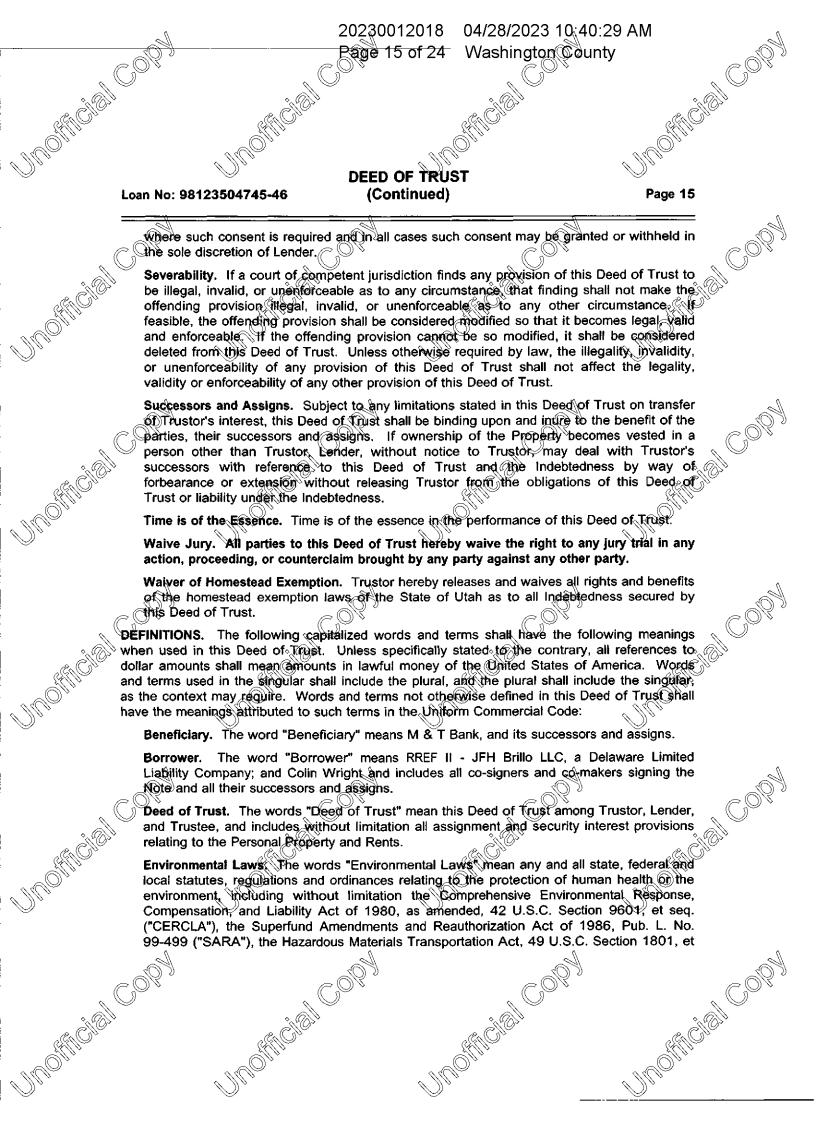
Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration of or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment

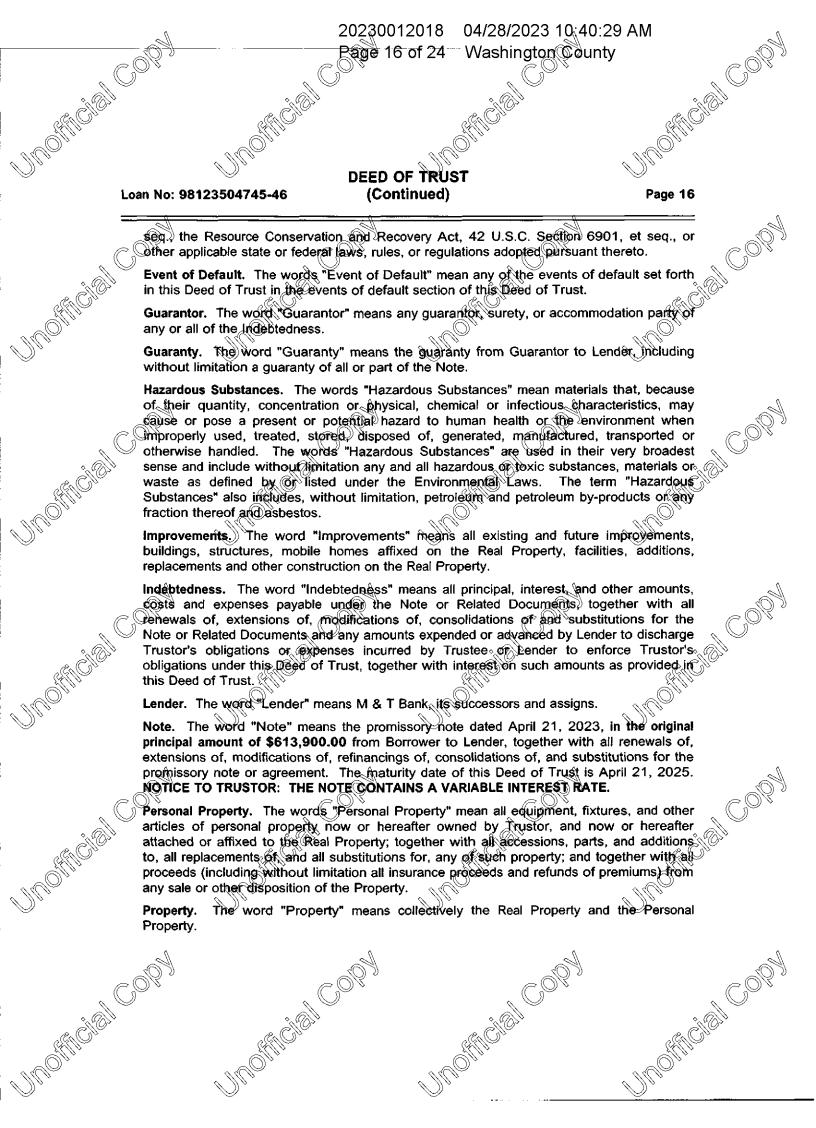
Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating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

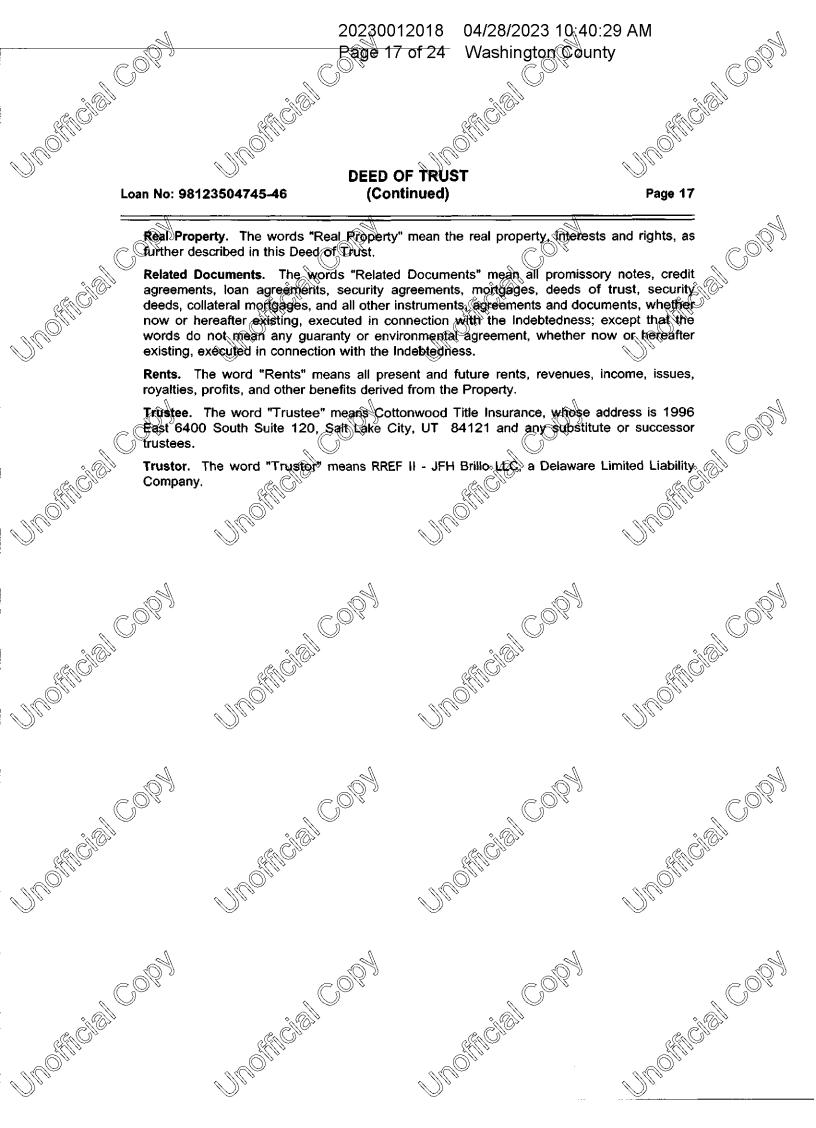
COR

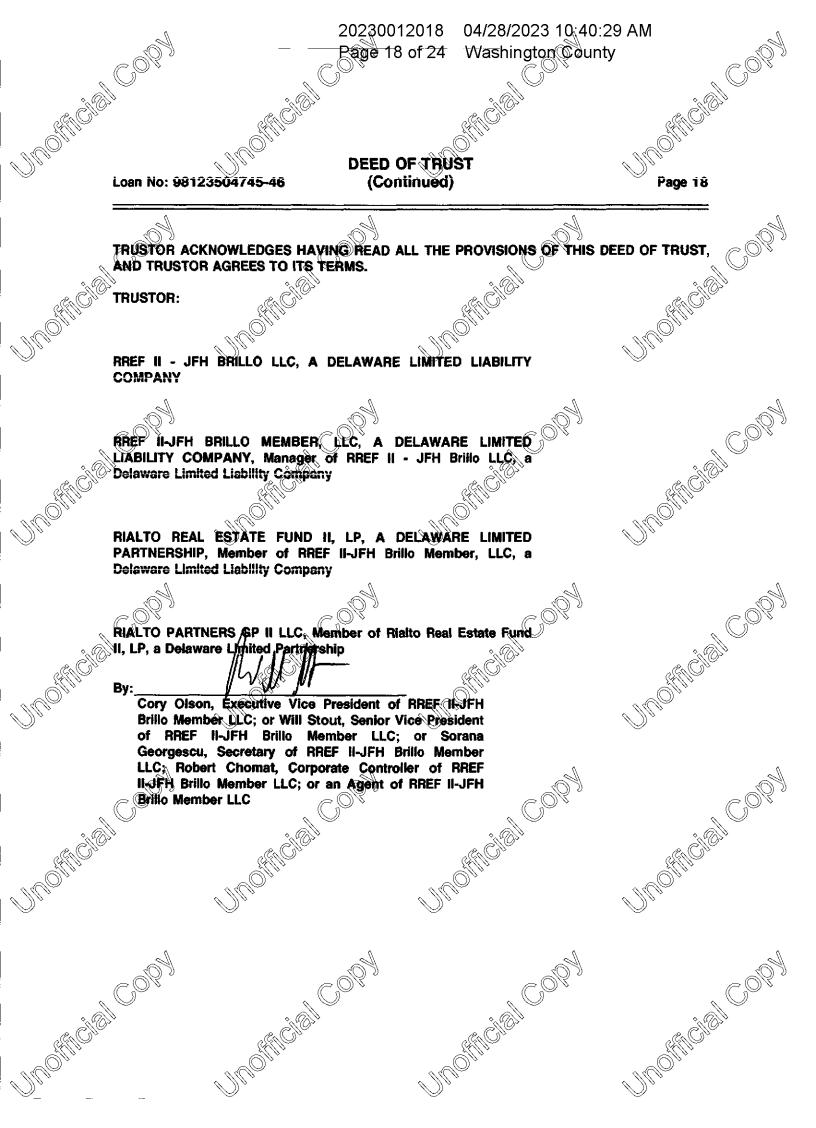
Arbitration. Borrower and Trustor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Deed of Trust or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal of the temporary is a the temporary is a constructed of the temporary is a temporary in temporary is a temporary is a temporary in temporary is a te

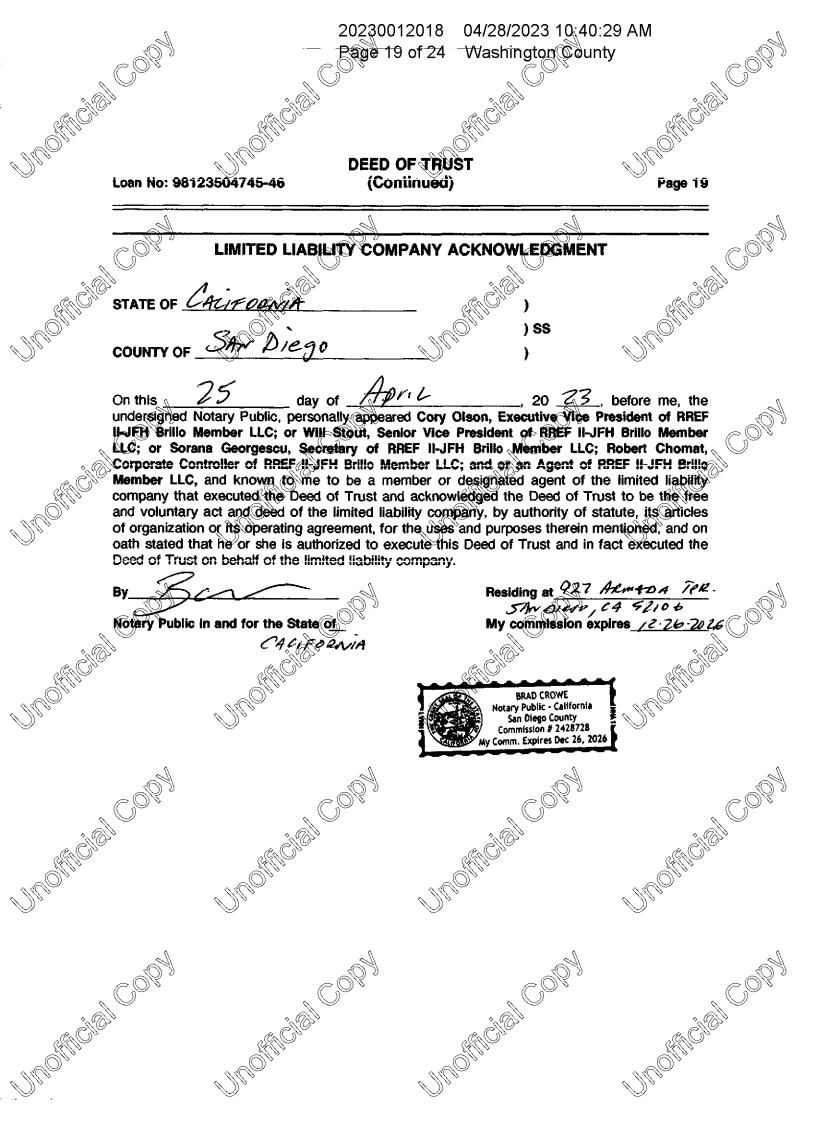


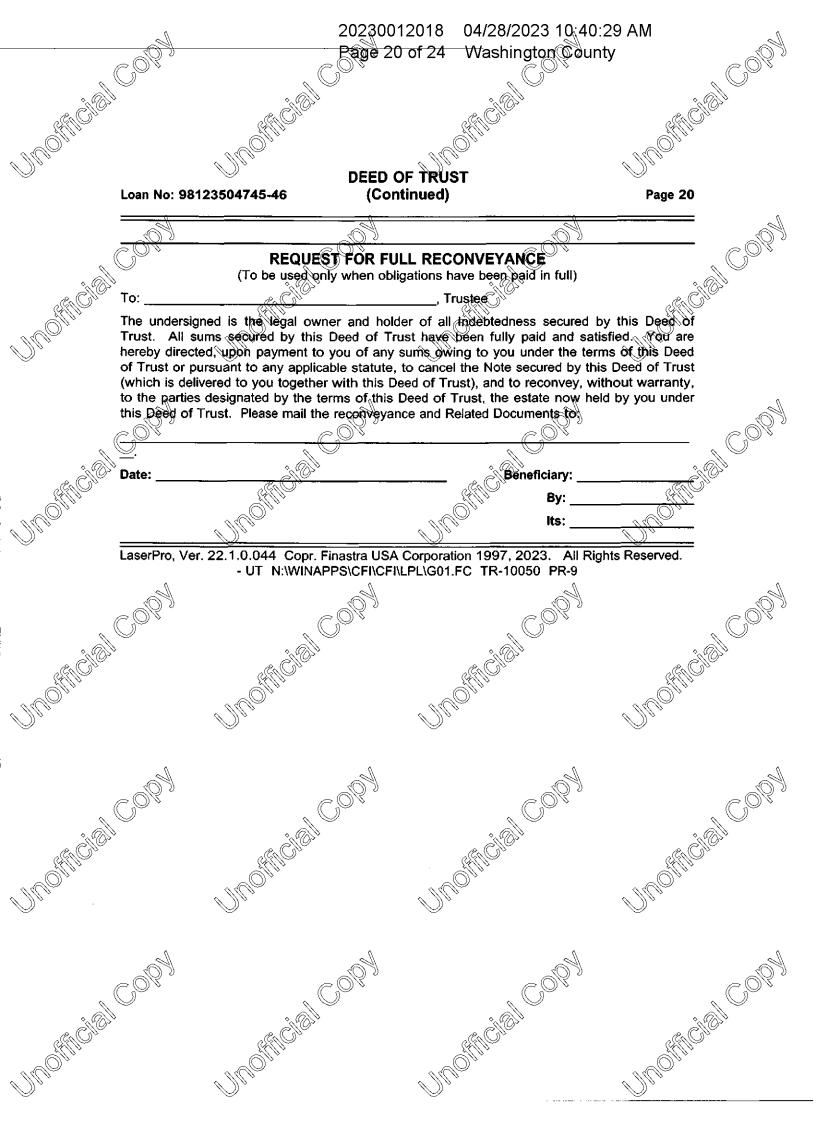












### Washington©ounty

itel COR

# ADDENDUM TO CONSTRUCTION DEED OF TRUST

Mofflicial Color This ADDENDUM TO CONSTRUCTION DEED OF TRUST is attached to and by this reference is made a part of the Deed of Trust, dated April 21, 2023, and executed in connection with a loan or other financial accommodations between M & T BANK and RREF IL JFH Brillo LLC, a Delaware Limited Liability Company; and Colin Wright.

> This Addendum, as may be amended from time to time, is a part of and shall be incorporated into the certain Construction Deed of Trust referenced above, executed and delivered by TRUSTOR to Trustee for the benefit of M&T Bank (the "Lender") on or about the date indicated above, and any replacements, amendments, modifications and extensions thereof (collectively, the "Deed of Trust"). (Bach capitalized term used herein shall have the meaning specified in the Deed of Trust, except as otherwise defined herein.

> TRUSTOR, Lender and Trustee agree that this Addendum sets forth certain additional terms and conditions with respect to the Deed of Trust and the loan(s) evidenced by the Note and Related Documents (the "Loans"). To the extent that the terms of this Addendum shall differ from the terms of the Deed of Trust, the terms of this Addendum shall control.

DUE ON SALE - CONSENT OF LENDER. Lender may, at Lender's option, (A) declare immediately due and payable all sums secured by this Deed of Trust or (B) increase the interest rate provided for in the Note of other document evidencing the model bedness and impose such other conditions as Lender deems appropriate, upon sale assignment, transfer or delivery without Lender's prior written consent, of all or any part of the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether as a result of division or merger or otherwise; whether by operation of law or otherwise; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer/of any beneficial interest in or to any land trust holding title to the Real Property. If any TRUSTOR is a corporation, partnership of limited liability company, transfer also includes any charge in ownership of more than wenty-five percent (25%) of the writing stock, partnership interests, or limited liability company interests, as the case may be, of such TRUSTOR. , O However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Utah law.

#### Additional Defaults.

Mofficial Col

In addition to each "Event of Default" set forth in the Deed of Trust, each of the following shall also constitute an Event of Default and the following are hereby inserted in the "EVENTS OF DEFAULT" section of the Deed of Trust immediately preceding the provision entitled "Events Juofficial Color UNOFACIAL COR Mofficial COR Mofficial Cole

20230012018 04/28/2023 10:40:29 AM Page 22 of 24 Washington©ounty

# ADDENDUM TO CONSTRUCTION DEED OF TRUST Loan No: 98123504745-46 (Continued)

Page 2

Wellickell Cole

## Affecting Guarantor":

Unofficial Cor

Transfer of Assets. TRUSTOR, without the prior written consent of the Lender (i) sells, assigns, transfers or delivers, by operation of law or otherwise, all or substantially all of its assets, (ii) acquires substantially all of the assets of another entity, (iii) it was a corporation, participates in any merger, consolidation or other absorption or (iv) agrees to do any of these things.

**Restructuring.** A not-individual TRUSTOR, without Lender's prior written consent, engages in, agrees to or approves a plan for (a) reorganization. (b) merger or consolidation, (c) division into (or of) one or more entities or series of entities or allocation or transfer of any of TRUSTOR's assets or liabilities as a result of such a division, (d) conversion to another form of business entity, or (e) dissolution of TRUSTOR or cessation by TRUSTOR as a going business concern.

**TRUSTOR Notices.** TRUSTOR fails to immediately notify the Lender in writing (i) of any change in its address or of the location of any collateral securing the Note, (ii) of the occurrence of an Event of Default under this Deed of Trust or any of the Related Documents or any other agreement between Lender and TRUSTOR, (iii) of any material change in TRUSTOR's ownership or management and (iv) of any material adverse change in TRUSTOR's ability to pay amounts under the Note, this Deed of Trust or any other Related Document.

Right to Cure. If any default, other than (a) a default in payment, (b) a default of TRUSTOR's obligation to provide notice to Lender or (c) a default under any agreement related to this Deed of Trust, any Related Document or any other agreement between TRUSTOR and Lender which default is not subject to a cure period under such related or other agreement or for which the cure period has passed under such Related Document or other agreement, is curable and if TRUSTOR has not been given notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, such default may be cured if TRUSTOR, after Lender sends written notice to TRUSTOR demanding cure of such default. (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.

**Further Assurances**. The "Further Assurances" provision in the "FURTHER ASSURANCES; ATTORNEY-IN-FACT" section of the Loan Agreement is hereby deleted and replaced with the following:

Further Assurances. At any time, and from time to time, upon request of Lender, TRUSTOR will (A) thake, execute and deliver, or will cause to be made, executed or delivered, to Lender or to the der's designee, and when requested by Lender, cause to be filed, recorded, refiled, or repecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such additional documents, instruments, certificates, and agreements, including, withov്ലിmitation, promissory notes, ന്റ്റ്ള്മുടെ, deeds of trust, security deeds, security agreements, financing statements, continuation statements, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve in TRUSTOR's obligations under the Note, this Deed of Trust, and the Related Documents, and (ii) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by TRUSTOR, and (B) cause any affiliate, entity or series of entities it may create INOFFICIAL CORN UNOFFICIEL COR Moffleilel Colo MOHICIAL COR

20230012018 04/28/2023 10:40:29 AM Page 23 of 24 Washington County

 ADDENDUM TO CONSTRUCTION DEED OF TRUST

 Loan No: 98123504745-46
 (Continued)

Unofficial Col

UNOFFICIENCORY

Page 3

Inofficital Color

hereafter through merger, division or otherwise, to execute agreements in form and substance acceptable to Lender, (a) assuming or guarantying the TRUSTOR's obligations under this Deed of Trust and all Related Documents and (b) pledging assets to the Lender to the same extent as the TRUSTOR. Unless prohibited by law or Lender agrees to the contrary in writing, TRUSTOR, shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

ATTORNEYS' FEES, EXPENSES. Lender may hire of pay someone else to help collect amounts owed related to this Deed of Trust, the Note and other Related Documents if TRUSTOR does not pay or otherwise is in default of its obligations. TRUSTOR will pay all of Lender's fees and expenses incurred in efforts to collect amounts owed under this Deed of Trust and all Related Documents or to otherwise protect its interests or enforce its rights and remedies. These fees and expenses include, subject to any timits under applicable law, Lender's attorney's fees and fees paid to any advisor or consultant, and all related costs and expenses, including, without limitation, costs of pre- and post-judgment collection services, searching records, obtaining title reports (including foreclosure reports), surveyor's reports, appraisals and title insurance, and fees for the Trustee whether or not there is a lawsuit, and include, without limitation, all fees and expenses incurred related to any bankruptcy proceeding (including efforts to modify, variate or obtain other relief) from any automatic stay or injunction) and all appeals, and any post-judgment collection proceedings and efforts. If not prohibited by applicable law, TRUSTOR will also pay any court costs and such additional fees and costs as may be directed by the court, in addition to other sums provided by law.

**PERSONAL PROPERTY COLLATERAL.** If, now or in the future, any of the obligations secured pursuant to any security interest or lien created by this instrument include any Special Flood Zone Loan, then the following shaft apply: any such Special Flood Zone Loan shall <u>not</u> be secured pursuant to any security interest or lien created by this instrument in personal property that would constitute "contents" located within Flood Zone Improvements securing such Special Flood Zone Loan, where, for purposes of the foregoing, "Flood Zone Improvements" means any "improved" real property that is located within a Special Flood Hazard Area a "Special Flood Zone Loan" means a loan, line of credit or other credit facility which is secured by Flood Zone Improvements, and the terms "improved" real property, "Special Flood Disaster Protection Act of 1973, 42 U.S.C. § 4001 et seq., and implementing regulations, 44 C.F.R. Parts 59 et seq., and/or the Federal Emergency Management Agency, all as may be amended from time to time.

Definitions. The term "Deed of Trust", as defined in the Deed of Trust is hereby amended to

Mofflicitel Color

UMORTICIE CORN

