

Ent 540644 Bk 1463 Pg 457 - 475
MARCY M. MURRAY, Recorder
WASATCH COUNTY CORPORATION
2024 Jan 09 03:39PM Fee: \$40.00 KM
For: First American - South Jordan
ELECTRONICALLY RECORDED

After Recording Return To:

RE Investment Holdings, L.L.C.
6900 South 900 East, Suite 230
Midvale, Utah 84047

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

This Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (the “Deed of Trust”) is made as of January 9, 2024 by and among Jordanelle REF Acquisition LLC, a Delaware limited liability company (“Trustor”), First American Title Insurance Company (“Trustee”), and RE Investment Holdings, L.L.C., a Utah limited liability company (“Beneficiary”).

TRUSTOR IRREVOCABLY GRANTS, TRANSFERS, CONVEYS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, that certain real property in Wasatch County, Utah (the “Property”), more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein;

A. **TOGETHER WITH** all the reversionary estate, right, title and interest of Trustor in and to all leases and other occupancy agreements affecting the Property or any portion thereof now or hereafter existing or entered into, together with any and all amendments, extensions and renewals thereof (the “Leases”), and any and all guaranties of the obligations of lessees under the Leases and under any and all amendments, extensions and renewals thereof, and all right, title and interest of Trustor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of a similar nature;

B. **TOGETHER WITH** an absolute assignment of all rents, income, receipts, revenues, royalties, issues and profits and other benefits (collectively, the “Rents”) now due or which may become due or to which Trustor may now or shall hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Trust Estate (as hereinafter defined) or any part thereof, subject, however, to a license granted by Beneficiary to Trustor, as hereinafter provided, to collect and receive all of the Rents;

C. **TOGETHER WITH** any and all buildings and improvements now or hereafter erected thereon (the “Improvements”), and all materials intended for construction, re-construction, alteration and repair of the Improvements, all of which materials shall be deemed to be included within the Property immediately upon the delivery thereof to the Property and including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to the Improvements (unless the context clearly indicates otherwise, all references herein to the “Property” shall be deemed to include not only the

real property described in Exhibit "A" attached hereto but also the Improvements and all easements and other real property rights and interests appurtenant to the Property);

D. **TOGETHER WITH** all right, title and interest of Trustor in and to all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and mineral rights;

E. **TOGETHER WITH** all right, title and interest of Trustor in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Property;

F. **TOGETHER WITH** all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property; and

G. **TOGETHER WITH** all right, title and interest of Trustor in and to all claims, causes of action and recoveries by settlement or otherwise for any damage to, or loss, taking, or diminution in the value of, any of the Property, or for any breach (or rejection in bankruptcy) of any lease of the Property or Collateral (as hereinafter defined) to Trustor as lessee, by any lessor thereunder (or such lessor's trustee in bankruptcy);

H. **TOGETHER WITH** all right, title and interest of Trustor in and to all tangible personal property owned by Trustor, now or at any time hereafter held or stockpiled on or at the Property, including, but not limited to, all goods, materials, supplies, tools, chattels, furniture, machinery, equipment, engines, appliances and fixtures attached to, or placed in or on all or any part of the Property and the Improvements, including those used for generating or distributing air, water, heat, electricity, light, fuel or refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse or garbage; all wall beds, wall safes, built-in furniture and installations, shelving, lockers, partitions, doorstops, vaults, motors, elevators, dumbwaiters, awnings, window shades, venetian blinds, light fixtures, fire hoses and brackets and boxes for the same, fire sprinklers, alarm systems, draperies, drapery rods and brackets, mirrors, mantels, screens, linoleum, carpets and carpeting, plumbing, bathtubs, sinks, basins, pipes, faucets, water closets, laundry equipment, washers, dryers, ice boxes, refrigerators, heating units, stoves, ovens, ranges, dishwashers, disposals, water heaters, incinerators, furniture, fixtures and furnishings, communications systems, all specifically designed installations and furnishings, all building materials, supplies and equipment now or hereafter delivered to the Property; together with all additions to, substitutions for, changes in or replacements or renewals of the whole or any part of such articles of property; all of such items, whether now or hereafter installed, being hereby declared to be for all purposes of this Deed of Trust a part of the Property;

I. **TOGETHER WITH** all the estate, interest, right, title or other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire in the Property, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Property, including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages;

J. **TOGETHER WITH** all refunds, rebates, reimbursements, reserves, deferred payments, deposits, cost savings, governmental subsidy payments, government-registered credits (such as emissions

reduction credits), other credits, waivers and payments, whether in cash or in kind, due from or payable by: (i) any federal, state, municipal or other governmental or quasi-governmental agency, authority or district (a "Governmental Agency"); or (ii) any insurance or utility company, relating to any or all of the Property or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development of the Property; and

K. **TOGETHER WITH** all refunds, rebates, reimbursements, credits and payments of any kind due from or payable by any Governmental Agency for any taxes, special taxes, assessments, or similar governmental or quasi-governmental charges or levies imposed upon Trustor with respect to the Property or upon any or all of the Property itself or arising out of the satisfaction of any conditions imposed upon or the obtaining of any approvals for the development of the Property.

The entire estate, property and interest hereby conveyed to Trustee may hereinafter be collectively referred to as the "Trust Estate."

1. **Security.** This Deed of Trust (other than the Assignment of Rents, which is an absolute assignment and not as security) is made for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

1.1 **Performance of Covenants.** Due, prompt and complete performance of each obligation, covenant and agreement of Trustor herein contained, and repayment of any funds advanced by or which Beneficiary or Trustee become obligated to advance under this Deed of Trust with interest thereon, at the Default Rate, as hereinafter provided.

1.2 **Indebtedness.** Payment of the indebtedness evidenced by a loan in the principal sum of Three Million Five Hundred Eleven Thousand Eight Hundred Twenty-Four and 32/100 Dollars (\$3,511,824.32), with interest thereon, evidenced by a Note Secured by Deed of Trust (the "Promissory Note") of even date herewith executed by Trustor as Borrower, in favor of Beneficiary or order, and any modification, replacement, extension or renewal thereof. This Deed of Trust and the Promissory Note of even date hereof executed by Trustor may hereinafter be referred to as the "Loan Documents."

1.3 **Payment of Additional Purchase Price.** Payment of the Additional Purchase Price, as defined in and pursuant to Section 2.5(a) of that certain Purchase and Sale Agreement dated October 23, 2019, as amended from time to time, by and between Beneficiary, as seller, and Trustor, as buyer, for the Property.

2. **REPRESENTATIONS AND WARRANTIES OF TRUSTOR.** Trustor warrants to the Beneficiary and Trustee that:

2.1 **Title.** Trustor has good and marketable title to an indefeasible fee estate in the Property and good and marketable title to the balance of the Trust Estate, subject to no liens, encumbrances, easements, assessments, security interest, claims or defects of any kind except: (a) those listed in Beneficiary's title insurance policy and approved by Beneficiary in writing (the "Exceptions"); and (b) real estate taxes for the current year;

2.3 **No Default.** The Exceptions and the real estate taxes are not delinquent or in default;

2.4 **Title.** Trustor has the right to grant a security interest in the Trust Estate;

2.5 **First Priority Lien.** This Deed of Trust creates a first priority lien on the Property;

2.6 **Preservation of Lien.** Trustor will maintain and preserve the lien of this Deed of Trust until the Indebtedness has been paid in full; and

2.7 **Authority.** Trustor has good, right and lawful authority to grant the liens and security interest as provided in and by this Deed of Trust.

3. **AFFIRMATIVE COVENANTS AND AGREEMENTS OF TRUSTOR.**

3.1 **Payment of Indebtedness.** Trustor shall promptly pay and perform each Secured Obligation in accordance with its terms.

3.2 **Maintenance, Repair and Alterations.** Trustor shall, with respect to the Property:

3.2.1 Keep the Property in good condition and repair;

3.2.2 Except in furtherance of Trustor's development of the Property, not remove, demolish, diminish in any respect or materially alter any of the Improvements (including landscaped and recreation areas) or any on-site paved parking area and/or structures, and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby and so long as such demolition or destruction is occasioned by a casualty for which Trustor is required to maintain insurance under this Deed of Trust, the same shall be replaced promptly by similar fixtures, chattels or articles of personal property free of superior titles, liens and claims and of a value at least equal to the value of the fixtures, chattels or articles of personal property demolished or destroyed;

3.2.3 Except in furtherance of Trustor's development of the Property, not erect any new structures of any kind which would alter the nature or lessen the quality of the Property or Improvements without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld;

3.2.4 Complete or restore promptly and in good and workmanlike manner any building or other structure that may be constructed, damaged or destroyed and pay when due all claims for labor performed and materials furnished therefor;

3.2.5 Comply with all laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Property or any part thereof or requiring any alterations or improvements to be made thereon;

3.2.6 Not commit, suffer or permit waste or deterioration;

3.2.7 Not commit, suffer or permit any act upon Property in violation of law, including but not limited to all Federal, state and local statutes, ordinances or regulations relating to hazardous or toxic waste or waste products or hazardous substances (as more fully provided in the Promissory Note);

3.2.8 Provide, maintain and deliver to Beneficiary, at no expense to Beneficiary or Trustee, such evidence of insurance coverage, in accordance with the requirements set forth in Paragraph 4.5 hereof, as is satisfactory to and with loss payable to Beneficiary;

3.2.9 Appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee created hereunder, and protect, preserve and defend the Property and title thereto and right of possession thereof; and pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust; and give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of such matters, or if any action or proceeding is commenced which alleges or relates to any such claim;

3.2.10 Pay at least ten (10) days before delinquency all taxes, levies, charges and assessments affecting the Property, including assessments on appurtenant water stock, imposed by any public or quasi-public authority or utility company (including without limitation nongovernmental levies or assessments such as maintenance charges, owner association dues, charges or fees, and levies or charges resulting from covenants, conditions and restrictions affecting the Property), which are (or, if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it;

3.2.11 Pay and promptly discharge, at Trustor's cost and expense, all monetary liens, encumbrances and charges upon the Trust Estate, or any part thereof or interest therein whether inferior or superior to this Deed of Trust and keep and maintain the same free from the claim of all persons supplying labor or materials that will enter into the construction of any and all buildings now being erected or that hereafter may be erected on the Property regardless of by whom such labor or materials may have been contracted, provided, however, that Trustor shall have the right to contest any such claim or lien so long as Trustor shall post a bond satisfactory to Beneficiary against such contested claim or lien. If Trustor shall fail to remove and discharge any such monetary lien, encumbrance or charge, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien, encumbrance or charge by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary regarding the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, together with interest thereon from the date of such expenditure at the Default Rate as hereinafter defined;

4. **COVENANTS OF TRUSTOR.** Trustor further covenants and agrees that to effectuate the terms and conditions of this Deed of Trust:

4.1 **Inspections.** Beneficiary or its authorized representatives may, from time to time, at any reasonable hours, enter upon and inspect the Trust Estate and any Improvements thereon to verify compliance with this Deed of Trust. Trustor hereby expressly grants and conveys to Beneficiary, its successors and assigns, a temporary non-exclusive right-of-way, easement in gross, and interest in and across the Trust Estate as is necessary for Beneficiary, or persons designated by Beneficiary, to inspect improvements thereon.

4.2 **Actions of Beneficiary to Preserve Trust Estate.** Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and upon thirty (30) days' notice (or such shorter period as may reasonably be necessary in case of emergency) and failure to cure by Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to: (a) enter upon and take possession of the Property for such purposes; (b) make additions, alterations, repairs and improvements to the Trust Estate that Beneficiary may consider necessary or proper to keep the Trust Estate in good condition and repair; (c) appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (e) in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable fees therefor. Trustor shall pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the highest amount set forth in any obligation secured hereby following a default, or if the obligation secured hereby does not specify a rate of interest, at a rate of interest equal the Default Rate (as defined in the Promissory Note).

4.3 **Indemnity.** Trustor agrees to indemnify and hold Beneficiary, and any of its successors in interest, harmless from any waste or violations of law, including but not limited to all Federal, state and local statutes, ordinances or regulations relating to the environment and hazardous or toxic wastes.

4.4 **Condemnation.** Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payor to pay to Beneficiary, all awards of damages and all other compensation payable directly or indirectly in connection with any condemnation, proposed condemnation or taking for public or private use of or injury to the Property or any interest therein, and shall notify Beneficiary immediately upon obtaining knowledge of the institution of any proceedings therefor. Beneficiary, if it so chooses, may participate in any action or proceeding relating to any condemnation as herein contemplated. All moneys paid pursuant to this paragraph shall be applied first toward reimbursement of all of Beneficiary's costs and expenses of recovering such moneys, including attorneys' fees, and then in reduction of the principal amount of the Indebtedness to the extent necessary to render its security unimpaired.

4.5 **Insurance.** Trustor shall maintain such casualty and liability insurance with limits and other terms as is reasonably required by Beneficiary and customary for loans secured by properties similar to the Property. Trustor shall cause Beneficiary to be named as an additional insured on all such policies.

5. **ASSIGNMENT OF RENTS.** Trustor hereby gives to, confers upon and absolutely assigns to Beneficiary all of Trustor's right, power and interest, during the continuance of these trusts, in and to the rents of the Property (the "Rents"), reserving unto Trustor the right, prior to the occurrence of any Event of Default, as defined below, by Trustor, and authority to collect and retain the Rents as they become due and payable. Upon any such Event of Default, Beneficiary may 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 the Rents 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, and Trustor hereby appoints Beneficiary its attorney-in-fact, coupled with an interest, to perform any and all of the

foregoing. The entering upon and taking possession of the Property, the collection of the Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. The assignment of the Rents contained in this Deed of Trust is absolute and constitutes a present transfer of Trustor's interest in existing and future Rents with respect to the Property described in this Deed of Trust, effective upon the execution and delivery of this Deed of Trust.

6. **STATEMENT FEE.** Trustor or any other person legally entitled thereto agrees to pay \$100.00 for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby.

7. **SUBSTITUTION OF TRUSTEE.** Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

8. **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY.** At any time or from time to time, without liability therefor and without notice, Beneficiary may: release any person liable for payment of any Secured Obligations; extend the time for payment or otherwise alter the terms of payment of any Secured Obligation; accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or alter, substitute or release any property securing the Secured Obligations. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and the evidence of the obligation secured hereby for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Beneficiary may cause Trustee to: reconvey any part of the Property without any warranty; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

9. **RECONVEYANCE.** Upon written request of Beneficiary stating that all of the Secured Obligations have been paid and/or performed, Beneficiary's statement that no further commitment exists to make future advances or extend credit, and upon surrender of this Deed of Trust and the evidence of the Secured Obligations to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the Property or the portion thereof then held hereunder. Upon written request of Beneficiary, if less than all sums secured hereby have been paid, Trustee shall reconvey, without warranty, the portion of the Property then held hereunder specified by Beneficiary. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy the evidence of indebtedness and this Deed of Trust (unless directed in such request to retain them).

10. **ACCELERATING TRANSFER, EVENTS OF DEFAULT AND REMEDIES.**

10.1 **Accelerating Transfer.** Should the Trustor sell, convey, transfer, dispose of or encumber the Property or any part thereof or any interest therein, except as otherwise provided herein, or as consented to by Beneficiary (any such event, an "accelerating transfer"), then Beneficiary may at its option declare all sums secured hereby immediately due and payable.

10.2 **Events of Default.** Any of the following events shall be deemed an event of default ("Event(s) of Default") hereunder:

10.2.1 Borrower Trustor fails to perform any obligation to pay money on the Promissory Note or this Deed of Trust when and as the same shall become due and payable, whether at maturity or by acceleration or as part of a prepayment or otherwise, and does not cure that failure within any applicable cure period.

10.2.2 Trustor fails in the due, prompt and complete observance and performance of any obligation, covenant or agreement contained in this Deed of Trust, other than one to pay money, and the continuation thereof for a period of thirty (30) days after written notice thereof from Beneficiary to Trustor; provided, however, if Trustor's performance is not susceptible to correction within such thirty (30) day period, and if Trustor has promptly commenced and diligently pursues action to cure such non-compliance to Beneficiary's satisfaction, then Trustor shall have such additional time as is necessary to correct such non-compliance, provided Trustor continues to diligently pursue corrective action, but in no event more than a total of ninety (90) days after the initial notice of non-compliance by Lender.

10.2.3 The occurrence of a default under any Secured Obligation, which default is not cured within any applicable curative period;

10.3 **Remedies.** Upon the occurrence and during the continuance of any Event of Default, Beneficiary may, at its option and without notice or demand upon Trustor, exercise any one or more of the following remedies:

10.3.1 Declare all Indebtedness and any other sums secured hereby to be immediately due and payable from Trustor and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind; provided, however, that the remedy set forth in this Paragraph 10.3.1 shall be subject to Trustor's rights, if any, under the Promissory Note to cure such Event of Default in the manner set forth therein.

10.3.2 In person or by agent or by a receiver appointed ex-parte by a court, with or without bringing any action or proceeding and without regard to the adequacy of its security, the solvency of Trustor or the existence of waste, enter upon, take possession of, manage and operate the Property, or any part thereof, or any other portion of the Trust Estate, in its own name or in the name of Trustee, and do any acts that Beneficiary deems necessary or desirable to preserve the value, marketability or rentability of the Property and the balance of the Trust Estate, or part thereof or interest therein, to increase the income therefrom or to protect the security thereof, including without limitation the right to do any of the following: make, modify, enforce, cancel or accept surrender of any Leases now in effect or hereafter in effect on the Property or any part thereof; remove and evict any lessees; increase or decrease rents; decorate, clean and repair; incur and pay reasonable management, brokerage and attorneys' fees; maintain a reserve for

replacement; and terminate the license granted to Trustor to collect the Rents, and, with or without taking possession of the Property, in Beneficiary's own name, demand, collect, receive, sue for, attach and levy the Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including attorneys' fees, upon any Indebtedness, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default. The enforcement of such right or remedy by Beneficiary, once exercised, shall continue for so long as Beneficiary shall elect notwithstanding that the collection and applications of the Rents may have cured for the time being the original default, and, notwithstanding the continuance in possession of the Property or the collection, receipt and application of Rents. Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including the right to exercise the power of sale contained herein. Any of the actions referred to in this Paragraph 10.3.2 may be taken by Beneficiary, either in person or by agent, with or without bringing any action or proceeding, or by receiver appointed by a court, and any such action may also be taken irrespective of whether any notice of default or election to sell has been given hereunder. Further, Beneficiary, at the expense of Trustor, either by purchase, repair, or construction, may from time to time maintain and restore the Property, or any part thereof, and complete construction of any Improvements uncompleted as of the date thereof and in the course of such completion may make such changes in the contemplated Improvements as Beneficiary may deem desirable and may insure the same.

10.3.3 Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof.

10.3.4 Deliver to Trustee a written declaration of default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Trust Estate to be sold, which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of the county in which the Property is located.

10.3.5 Proceed as to both the real and personal property in accordance with Beneficiary's rights and remedies in respect of the Property, or proceed to sell any personal property separately and without regard to the Property in accordance with Beneficiary's rights and remedies.

10.3.6 Exercise any or all of the other rights and remedies provided for herein, in any of the Loan Documents or other document or agreement now or hereafter securing all or any portion of the Secured Obligations, or available under law or in equity.

10.4 **Non-Judicial Foreclosure.** Should Beneficiary elect to foreclose by exercise of the power of sale herein contained, Beneficiary shall notify Trustee and shall provide to Trustee such receipts and evidence of expenditures made and secured hereby as Trustee may require. To the extent the obligation secured hereby arises from a commitment of Beneficiary to make future advances either to Trustor or a third party or extend credit subsequent to the recordation of a Notice of Default hereunder, the sums secured hereby shall also include the amount of such commitment to make future advances or extend credit, and subject to acceleration as provided in the previous paragraph. The Trustee shall pay such amount at such time as it pays all other sums secured hereby and the Beneficiary shall hold same as additional collateral for the obligation secured hereby, at such interest as is available to Beneficiary's customers in an insured deposit account with no restrictions on withdrawal.

10.4.1 Upon receipt of such notice from Beneficiary, Trustee shall cause to be recorded, mailed or delivered to Trustor such notice of default and election to sell and any notice of sale as is then required by law and by this Deed of Trust at the address of Trustor set forth in Section 13.3 hereof. Trustee shall, without demand on Trustor, after lapse of such time as may then be required by law and after recordation of such notice of default and after notice of sale has been given as required by law, sell the Trust Estate at time and place of sale fixed by it in such notice of sale, either as a whole, or in separate lots or parcels, and in such order as it may determine, at public auction, to the highest bidder for cash in lawful money of the United States payable at the time of sale. If the Property consists of more than one lot or parcel, the lots or parcels may be sold separately, together or in any combination, and in such order as Beneficiary determines, at the sole discretion of the Beneficiary. Trustor waives the right to direct the order in which the Property may be sold when it consists of more than one lot or parcel. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including without limitation Trustor, Trustee or Beneficiary, may purchase at such sale and Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. If allowed by law, Beneficiary, if it is the purchaser, may turn in the Promissory Note at the amount owing thereon toward payment of the purchase price (or for endorsement of the purchase price as a payment on the Promissory Note if the amount owing thereon exceeds the purchase price). Trustor hereby expressly waives any right of redemption after sale that Trustor may have at the time of sale or that may apply to the sale.

10.4.2 After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

10.4.3 Trustee may postpone sale of all or any portion of the Trust Estate by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement or by subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement; or Trustee may, in its discretion, give a new notice of sale. Beneficiary may rescind any such notice of default at any time before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute a cancellation of any prior declaration of default and demand for sale and of any acceleration of maturity of the Indebtedness effected by any prior declaration or notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default and demand for sale, or notices of default and of election to cause the Property to be sold, nor otherwise affect the Promissory Note or this Deed of Trust, or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

11. **APPOINTMENT OF RECEIVER.** If an Event of Default shall have occurred and be continuing, Beneficiary, as a matter of right ex-parte and without notice to Trustor or anyone claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in Paragraph 10.3.2 and shall continue as such and exercise all such powers until the later of: (a) the date of confirmation of

sale of the Trust Estate; (b) the disbursement of all proceeds of the Trust Estate collected by such receiver and the payment of all expenses incurred in connection therewith; or (c) the termination of such receivership with the consent of Beneficiary or pursuant to an order by a court of competent jurisdiction.

12. **REMEDIES NOT EXCLUSIVE.** Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any of the Secured Obligations and to exercise all rights and powers under this Deed of Trust or under any of the other Loan Documents or any laws now or hereafter in force, notwithstanding that some or all of the Indebtedness and Secured Obligations may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Loan Documents to Trustee or Beneficiary, or to which either of them may be otherwise entitled, may be exercised concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary, and either of them may pursue inconsistent remedies.

13. **MISCELLANEOUS.**

13.1 **Governing Law; Severability.** This Deed of Trust shall be governed by the laws of the State of Utah. In the event that any provision or clause of any of the Loan Documents conflicts with applicable laws, such conflicts shall not affect other provisions of such Loan Documents which can be given effect without the conflicting provision, and to this end, the provisions of the Loan Documents are declared to be severable.

13.2 **Amendment; No Implied Waiver.** This Deed of Trust cannot be modified, waived, discharged or terminated orally, but only by a written instrument signed by the party against whom enforcement of the modification, waiver, discharge or termination is asserted. No waiver by Beneficiary of any default or breach by Trustor hereunder shall be implied from any omission by Beneficiary to act on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default identified in the waiver and such waiver shall be operative only for the time and to the extent therein stated. Waivers of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Beneficiary to or of any act by Trustor requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

13.3 **Notices.** All written notices or demands of any kind that any party hereto may be required or may desire to serve on the other in connection with this Deed of Trust shall be served (as an alternative to personal service) by registered or certified mail, recognized overnight courier service, facsimile transmission, or email. Any such notice or demand so to be served by registered or certified mail, recognized overnight courier service or facsimile or email transmission shall be delivered with all applicable delivery charges thereon fully prepaid.

If to Buyer: Jordanelle REF Acquisition LLC
1166 Avenue of the Americas
New York, NY 10036
Attn: Jon Shumaker
Email: jshumaker@crosslakepartners.com

With a copy to: Cody Winterton
2030 Lake Las Vegas Parkway
Henderson, NV 89011
Email: cwinterton@raintree.us.com

With a copy to: Holley Driggs
300 S. Fourth Street, Suite 1600
Las Vegas, NV 89101
Attn: J. Douglas Driggs, Jr.
Email: ddriggs@nevadafirm.com

If to Seller: RE Investment Holdings, L.L.C.
6900 South 900 East, Suite 230
Midvale, Utah 84047
Attn: General Counsel/Secretary
Email: Greg Taylor greg@sdihq.com

With a copy to: Holland & Hart.
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Attn: David Broadbent
Email: dbroadbent@hollandhart.com

If to Trustee: First American Title Insurance
Company
215 South State Street, Suite 280
Salt Lake City, UT 84111
Attn: Amy Hansen
Ahansen@firstam.com

13.4 **Successors and Assigns.** This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the evidence of the obligation secured hereby, whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

13.5 **Trustee's Acceptance.** Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law, and by its acceptance hereof, Trustee covenants faithfully to perform and fulfill the trusts herein created, being liable, however, only for willful negligence or misconduct, and Trustee hereby waives any statutory fee and agrees to accept reasonable compensation, in lieu thereof, for any services rendered by it in accordance with the terms hereof. 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.

13.6 **Subrogation.** To the extent that proceeds of the Notes are used, directly or indirectly, to pay off, satisfy or discharge, in whole or in part, any outstanding lien, charge or prior encumbrance against the Trust Estate or any part thereof, then as additional security hereunder Beneficiary shall be subrogated to any and all rights, superior titles and liens owned or claimed by any owner or holder of such outstanding liens, charges and prior encumbrances, however remote and irrespective of whether said liens, charges or encumbrances have been released of record by the holder thereof upon payment.

13.7 **No Merger.** If both the lessor's and lessee's estates under any Lease or any portion thereof that constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger, and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice to such tenant or subtenant.

13.8 **Certain Rights of Beneficiary.** Without affecting the liability of Trustor or of any other person who is or shall become bound by the terms of this Deed of Trust or who is or shall become liable for the performance of any obligation secured hereby, Beneficiary may, in such manner, upon such terms and at such times as it deems best and without notice or demand, release any party now or hereafter liable for the performance of any such obligation, extend the time for such performance, alter any of the terms of any such obligation; or accept additional security therefor, and alter, substitute or release any property securing such performance. No exercise or non-exercise by Beneficiary of any of its rights under this Deed of Trust, no dealing by Beneficiary with any person, firm or corporation and no change, impairment, loss or suspension of any right or remedy of Beneficiary shall in any way affect any of the obligations of Trustor hereunder or any security furnished by Trustor, or give Trustor any recourse against Beneficiary.

13.9 **Headings.** Headings are for convenience only and are not intended as a limitation on the content of the paragraph following or as an aid to the construction thereof.

13.10 **Counterparts.** This Deed of Trust may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

13.11 **Deed of Trust as Financing Statement.** This Deed of Trust is intended to constitute a security agreement between Trustor and Beneficiary and Trustor hereby grants to Beneficiary

a security interest in each item or component of the Trust Estate in which a security interest may be granted under the Uniform Commercial Code ("Code"). Trustor authorizes Beneficiary to file a UCC Financing Statement with regard to such collateral in the appropriate filing office as provided in the Code. The recording of this Deed of Trust shall be effective as a financing statement filed as a fixture filing under Section 9a-502 of the Code with respect to any Property which now is or later may become fixtures attached to the Property or the Improvements, and is to be recorded with the appropriate authority where the Property (including said fixtures) is situated. The mailing address of Trustor is set forth above on the first page of this Deed of Trust and the address of Beneficiary from which information concerning the security interest may be obtained is set forth above on the first page of this Deed of Trust.

14. **PARTIAL RELEASE.** Provided no Event of Default has occurred and is continuing, Trustor shall be entitled to the release and reconveyance of the lien of the Deed of Trust with respect to portions of the Property ("Release Parcels"), within five (5) business days after submitting written request to Beneficiary, and upon and subject to the following conditions:


- (a) Trustor shall have established the Release Parcel as one or more separate legal parcels, and Trustor shall include in its request a description of the Release Parcel;
- (b) The Release Parcel shall consist of at least a proportionate share of Open Space Acres to Developable Acres (as such terms are defined in the Purchase and Sale Agreement between Trustor and Beneficiary dated October 23, 2019 (the "Purchase Agreement"));
- (c) following such proposed partial release, there shall exist sufficient legal and physically open access from a dedicated public road or by private easement acceptable to Beneficiary in its reasonable discretion to all portions of the Property which will remain subject to the lien of this Deed of Trust following such proposed partial release (the "Unreleased Portions");
- (d) if requested by Beneficiary, Trustor shall have obtained and delivered to Beneficiary from Trustee, at Trustor's cost and expense, an endorsement to Beneficiary's title policy, if any, insuring that the priority of the lien of this Deed of Trust on the Unreleased Portions has not been adversely affected by virtue of such partial release;
- (e) Trustor shall have paid to Beneficiary the Minimum Purchase Price as set forth in the Purchase Agreement, for the property that is part of the Release Parcel; and
- (f) Trustor shall at its own expense prepare and record the instrument of release and reconveyance, which must be in form and content reasonably acceptable to Beneficiary, and Trustor shall pay any and all trustee's fees, reconveyance fees, recording fees, and similar costs in connection with the release.

(Signature appears on following page)

Dated this 5th day of January 2024.

Trustor

Jordanelle REF Acquisition LLC,
a Delaware limited liability company

By: 
 Name: Cody Winston
 Title: Authorized

STATE OF Nevada)
) SS.
 COUNTY OF Clark)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Cody Winston, as Authorized Agent of Jordanelle REF Acquisition LLC, a Delaware limited liability company, personally known to me to be the same persons whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the instrument as his own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of January 2024.



 Notary Public



Exhibit A to Deed of TrustLegal Description of Property**Parcel 1**

A parcel of land situate in within the East Half and Northwest Quarter of Section 20 and the Southwest Quarter of Section 17, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point North 00°00'09" East 2,196.38 feet along the section line from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence North 00°00'09" East 1,774.71 feet along the section line and the easterly boundary line of the Serial No. OHE-2225-0-020-035 Property to the northeast corner of said Serial No. OHE-2225-0-020-035 Property;

thence North 89°55'50" West 1,004.49 feet along the northerly boundary line of said Serial No. OHE-2225-0-020-035 Property;

thence North 27°03'28" East 323.47 feet;

thence Northwesterly 146.37 feet along the arc of a 404.00 foot radius curve to the right (center bears North 23°53'31" East and the chord bears North 55°43'43" West 145.57 feet with a central angle of 20°45'31");

thence North 45°20'58" West 247.39 feet;

thence Northwesterly 61.35 feet along the arc of a 720.00 foot radius curve to the right (center bears North 44°39'02" East and the chord bears North 42°54'30" West 61.33 feet with a central angle of 04°52'55");

thence North 40°28'02" West 221.41 feet;

thence Northwesterly 152.53 feet along the arc of a 279.00 foot radius curve to the left (center bears South 49°31'58" West and the chord bears North 56°07'45" West 150.64 feet with a central angle of 31°19'26");

thence North 71°47'28" West 372.36 feet;

thence Southwesterly 335.93 feet along the arc of a 305.64 foot radius curve to the left (center bears South 19°32'46" West and the chord bears South 78°03'34" West 319.27 feet with a central angle of 62°58'23") to the centerline of Timpanogos Canal and the easterly boundary line of Serial No. OHE-2254-0-020-035 Property;

thence along said centerline and easterly boundary line the following three (3) courses:

(1) Northwesterly 31.61 feet along the arc of a 277.42 foot radius curve to the right (center bears North 65°40'19" East and the chord bears North 21°03'51" West 31.59 feet with a central angle of 06°31'39");

(2) North 17°48'02" West 55.58 feet;

(3) Northwesterly 73.89 feet along the arc of a 102.07 foot radius curve to the left (center bears South 72°11'58" West and the chord bears North 38°32'21" West 72.29 feet with a central angle of 41°28'38");

thence North 66°24'17" East 230.91 feet;

thence North 08°46'19" East 207.68 feet;
 thence North 11°07'31" West 232.80 feet;
 thence North 44°20'23" East 68.00 feet;
 thence North 16°53'33" East 368.40 feet;
 thence North 47°41'05" East 248.68 feet;
 thence South 51°20'14" East 1,351.01 feet;
 thence South 15°03'34" East 540.74 feet;
 thence South 70°38'18" East 291.28 feet;
 thence South 26°50'56" East 328.96 feet;
 thence South 15°43'15" East 626.67 feet;
 thence South 33°56'04" East 219.55 feet;
 thence South 50°17'24" East 705.16 feet;
 thence South 47°26'34" East 283.07 feet;
 thence South 59°08'09" West 56.37 feet;
 thence South 67°10'55" West 146.16 feet;
 thence South 60°20'48" West 28.00 feet;
 thence Southeasterly 34.12 feet along the arc of a 286.00 foot radius curve to the right
 (center bears South 60°20'48" West and the chord bears South 26°14'08" East 34.10 feet with a
 central angle of 06°50'07");
 thence South 22°49'05" East 37.27 feet;
 thence South 67°10'55" West 162.98 feet;
 thence North 28°41'14" West 23.67 feet;
 thence South 59°32'47" West 68.00 feet;
 thence South 47°33'33" West 447.88 feet;
 thence South 51°16'12" West 118.14 feet;
 thence South 60°12'39" West 201.18 feet to the point of beginning.

Contains 2,875,351 Square Feet or 66.009 Acres

Parcel 2

A parcel of land situate in within the Southeast Quarter of Section 20 and the Southwest Quarter of Section 21, Township 3 South, Range 5 East, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point North 00°00'09" East 1,205.90 feet along the section line and East 1,558.72 from the South Quarter Corner of Section 20, Township 3 South, Range 5 East, Salt Lake Base and Meridian; and running

thence North 37°14'54" East 133.55 feet;
 thence North 45°15'36" East 150.05 feet;
 thence North 41°29'16" East 174.63 feet;
 thence North 23°44'21" East 29.52 feet;
 thence North 42°10'13" East 155.50 feet;

thence North 19°00'34" East 323.10 feet;
 thence North 31°03'19" East 365.25 feet;
 thence North 54°20'09" East 351.51 feet;
 thence North 68°56'07" East 212.17 feet;
 thence South 72°05'44" East 483.53 feet;
 thence South 00°09'12" East 575.28 feet;
 thence North 89°14'34" East 270.18 feet;
 thence North 89°14'34" East 430.86 feet;
 thence South 00°09'12" East 80.38 feet;
 thence South 46°02'31" West 116.02 feet;
 thence Southwesterly 96.54 feet along the arc of a 469.00 foot radius curve to the right
 (center bears North 43°57'29" West and the chord bears South 51°56'20" West 96.37 feet with
 a central angle of 11°47'37");
 thence South 57°50'09" West 219.56 feet;
 thence Southwesterly 183.94 feet along the arc of a 381.00 foot radius curve to the left
 (center bears South 32°09'51" East and the chord bears South 44°00'19" West 182.16 feet with
 a central angle of 27°39'39");
 thence South 30°10'29" West 154.91 feet;
 thence Southwesterly 60.05 feet along the arc of a 201.00 foot radius curve to the left
 (center bears South 59°49'31" East and the chord bears South 21°36'59" West 59.83 feet with a
 central angle of 17°07'01");
 thence South 13°03'28" West 30.00 feet;
 thence North 76°56'32" West 107.04 feet;
 thence South 32°19'12" West 258.97 feet;
 thence South 76°56'32" East 192.48 feet;
 thence South 13°03'28" West 20.00 feet;
 thence Southwesterly 51.94 feet along the arc of a 139.00 foot radius curve to the right
 (center bears North 76°56'32" West and the chord bears South 23°45'49" West 51.64 feet with
 a central angle of 21°24'41");
 thence South 34°28'09" West 553.72 feet;
 thence Southwesterly 48.55 feet along the arc of a 139.00 foot radius curve to the right
 (center bears North 55°31'51" West and the chord bears South 44°28'28" West 48.30 feet with
 a central angle of 20°00'39");
 thence South 54°28'48" West 78.08 feet;
 thence Southwesterly 101.96 feet along the arc of a 201.00 foot radius curve to the left
 (center bears South 35°31'12" East and the chord bears South 39°56'53" West 100.87 feet with
 a central angle of 29°03'49");
 thence South 25°24'58" West 78.21 feet;
 thence North 56°57'57" West 40.36 feet;
 thence South 25°24'58" West 31.67 feet;
 thence Southwesterly 22.41 feet along the arc of a 179.00 foot radius curve to the right
 (center bears North 64°35'02" West and the chord bears South 29°00'13" West 22.40 feet with
 a central angle of 07°10'29");
 thence South 32°35'27" West 49.50 feet;

thence South $36^{\circ}24'18''$ West 42.83 feet;
thence North $57^{\circ}24'33''$ West 98.28 feet;
thence Northwesterly 81.90 feet along the arc of a 444.00 foot radius curve to the right
(center bears North $32^{\circ}35'27''$ East and the chord bears North $52^{\circ}07'29''$ West 81.79 feet with a
central angle of $10^{\circ}34'08''$);
thence North $46^{\circ}50'25''$ West 359.55 feet;
thence Northwesterly 187.47 feet along the arc of a 494.00 foot radius curve to the right
(center bears North $43^{\circ}09'35''$ East and the chord bears North $35^{\circ}58'06''$ West 186.35 feet with
a central angle of $21^{\circ}44'36''$);
thence North $25^{\circ}05'48''$ West 153.97 feet;
thence Northwesterly 216.20 feet along the arc of a 486.00 foot radius curve to the left
(center bears South $64^{\circ}54'12''$ West and the chord bears North $37^{\circ}50'27''$ West 214.42 feet
with a central angle of $25^{\circ}29'18''$);
thence North $50^{\circ}35'06''$ West 239.74 feet;
thence North $50^{\circ}35'06''$ West 232.70 feet to the point of beginning.

Contains 2,866,001 Square Feet or 65.794 Acres