

Active Parcel Number

Legal Description:

BEG 7 RDS E FR NW COR OF LOT 5, BLK 34, PLAT B, SLC SUR; S 10 RDS; E 3 RDS; S 6 RDS; E 8.5 RDS; N 1 ROD; E 1.5 RDS; N 5 RDS; W 6 RDS; N 10 RDS; W 7 RDS TO BEG. 4576-637, 6200-1038 8396-8231 9857-3552

Acresage: 0.8100 **City:** SALT LAKE CITY **Address:** 420 E 400 S

Land Value: 758,700.00 **Bldg Value:** 464,500.00 **Total Value:** 1,223,200.00

Owner of Records Found: 1
 HORSEY SAUCE PARTNERS, LLC

Total Documents Found: 20

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
4885115	6200	1038	WD	2/26/1990	ROLEE CORP	INTERMOUNTAIN RLTY GROUP	10.00		
6770946	7788	1921	ASSIGN	10/23/1997	ARBYS INC	RTM OPERATING CO	VAL		
7745939	8396	5746	WD	10/25/2000	INTERMOUNTAIN RLTY GROUP	HATCH GROUP LTD	10.00		
7745940	8396	5748	TRD	10/25/2000	HATCH GROUP LTD	FIRST AMERICAN TITLE INS AG TR INTERMOUNTAIN RLTY GROUP	300,000		
7746707	8396	8231	WD	10/26/2000	INTERMOUNTAIN RLTY GROUP	HATCH GROUP LTD	10.00		
7746708	8396	8233	TRD	10/26/2000	HATCH GROUP LTD	FIRST AMERICAN TITLE INS CO TR INTERMOUNTAIN RLTY GROUP	300,000		
8289007	8618	8162	NT LN	7/10/2002	HATCH GROUP LTC	ARCHITECTURAL BLDG SUPPLY BY A	329.19		
8299974	8623	149	R LIEN	7/23/2002	ARCHITECTURAL BLDG SUPPLY BY A	HATCH GROUP LTC			
8307133	8626	3007	NT LN	7/31/2002	HATCH GROUP LTC	PROFESSIONAL PAINTING INC	1,742.80		
8386338	8666	1	R LIEN	10/16/2002	PROFESSIONAL PAINTING INC	HATCH, J FLOYD	1,742.80		
11028143	9857	3552	WD	9/9/2010	HATCH GROUP LLC	HATCH REAL EST			
11525509	10082	5908	WD	11/30/2012	HATCH REAL EST	IRG 400 SOUTH			
11925285	10265	6895	ROW	10/6/2014	DENVER STREET APTS G & S PROP FIRST STEP HOUSE TERRAPIN ENTRPRS OF UT PTR	PACIFICORP			
11925286	10265	6901	ROW	10/6/2014	G & S PROP TERRAPIN ENTRPRS OF UT PTR	PACIFICORP			
12085113	10340	5004	NT LN	7/7/2015	CORESTATES CONSTR SERV IRG 400 SOUTH LLC	SHAMROCK PLBG	6,262.87		
12096448	10345	3348	R LIEN	7/21/2015	SHAMROCK PLUMBING	IRG 400 SOUTH LLC	6,262.87		
13255994	10935	84	SWD	4/28/2020	IRG-400 SOUTH, LLC	CA - 400 SOUTH LLC		✓	✓
13935988	11330	4153	SUB TR	4/19/2022	INTERMOUNTAIN REALTY GROUP	HANSEN, JONATHAN K		✓	
13936054	11330	4551	RECON	4/19/2022	HANSEN, JONATHAN K	HATCH GROUP, LLC HATCH GROUP, LTD		✓	
13936923	11330	9730	SWD	4/20/2022	CA - 400 SOUTH LLC	HORSEY SAUCE PARTNERS, LLC		✓	✓

Active Parcel Number

Legal Description:

COM 37 FT S FR NW COR LOT 4 BLK 34 PLAT B SLC SUR S 45.5 FT E 6 RD N 45.5 FT W 6 RD TO BEG 5671-1419 5671-1420 5710-2382 5710-2382 6452-0813,0814,0815 6937-0258 6994-1177 7262-1947 8400-2994

Acres: 0.1000 **City:** SALT LAKE CITY **Address:** 425 S 400 E

Handwritten initials: #25

Land Value: 152,900.00 **Bldg Value:** 487,800.00 **Total Value:** 640,700.00

Owner of Records Found: 1
425 SOUTH LLC

Total Documents Found: 20

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
5038059	6297	1268	TRD	3/13/1991	ERT ASSOC	WASATCH BK	97,509.07		
5235686	6441	756	RECON	4/14/1992	KEY BK OF UT TR	ERT ASSOC UT PTR			
5249338	6452	813	WD	5/5/1992	E R T ASSOCIATES	MORGEN, VICTOR G SR TR	10.00		
5249339	6452	814	WD	5/5/1992	E R T ASSOCIATES	MORGEN, VICTOR G SR TR	10.00		
5249340	6452	815	WD	5/5/1992	E R T ASSOCIATES	MORGEN, VICTOR G SR TR	10.00		
5265131	6464	2782	RECON	6/1/1992	WASATCH BK TR	ERT ASSOCIATES			
5818715	6937	258	WD	5/10/1994	MORGEN, VICTOR G SR TR	JENSEN, BOYD F	10.00		
5891071	6994	1177	WD	8/4/1994	JENSEN, BOYD F	BOYD F BEVERLEY K JENSEN FM LP	10.00		
6204359	7262	1947	WD	11/1/1995	BOYD F & BEVERLEY K JENSEN FLP	ARNOLD, KATHLEEN JT ARNOLD, R CLARK JT	10.00		
6204360	7262	1948	TRD	11/1/1995	ARNOLD, KATHLEEN ARNOLD, R CLARK	FIRST AMERICAN TITLE CO UT TR BOYD F & BEVERLEY K JENSEN FLP	150,000		
7269190	8252	8917	TRD	2/25/1999	ARNOLD, KATHLEEN JT ARNOLD, R CLARK JT	HOME CREDIT BK	364,000		
7757287	8400	2994	QCD	11/9/2000	ARNOLD, KAY BERGER JT ARNOLD, KATHLEEN JT ARNOLD, R CLARK JT	ARNOLD, KAY BERGER TR ARNOLD, R CLARK TR	10.00		
9748834	9306	1310	RECON	6/9/2006	HOME CREDIT BK TR HOME SAV BK TR	ARNOLD, R CLARK JT ARNOLD, KATHLEEN JT			
10339139	9566	704	RECON	2/4/2008	BEVERLY K JENSEN FAMILY LP BOYD F JENSEN FAMILY LP MERRILL TITLE	ARNOLD, KATHLEEN ARNOLD, R CLARK			
11280088	9966	9040	WD	11/15/2011	ARNOLD, R CLARK TR ARNOLD, KAY BERGER TR	JACOBY GROUP			
11280089	9966	9042	TRD	11/15/2011	JACOBY GROUP	ARNOLD, R CLARK TR ARNOLD, KAY B TR LANDMARK TITLE	300,000.00		
11877809	10244	264	RECON	7/8/2014	LANDMARK TITLE	JACOBY GROUP			
14053769	11391	4426	WD	12/16/2022	JACOBY GROUP, LLC	JACOBY, ROBERT D JACOBY, REBECCA R TR		✓	✓
14053770	11391	4428	WD	12/16/2022	JACOBY, REBECCA R JACOBY, ROBERT D TR	425 SOUTH LLC		✓	✓

14053771

11391

4430

TRD

12/16/2022 425 SOUTH LLC

ROBERT AND REBECCA JACOBY
TRUST US TITLE

841,300.00

Active Parcel Number

Legal Description:

COM AT SW COR LOT 4 BLK 34 PLAT B SLC SUR S 1 FT E 9.5 RDS N 1 FT E 0.5 RDS N 38.25 FT W 10 RDS S 38.25 FT TO BEG 6727-2433 7171-2305 7294-1777 7591-2828 9872-8541 10065-9022 10293-0109

Acreage: 0.1500 **City:** SALT LAKE CITY **Address:** 435-437 S 400 E

#905

Land Value: 261,300.00 **Bldg Value:** 0.00 **Total Value:** 261,300.00

Owner of Records Found: 1
435 SOUTH 415 EAST, LLC

Total Documents Found: 41

Entry	Book	Page	Type	Date	First Party	Second Party	Consideration	Abstract	Plat
5574971	6727	2433	WD	8/9/1993	ROBISON, CAROLD A	GREENAN, JAY R	10.00		
5574972	6727	2434	TRD	8/9/1993	GREENAN, JAY R	METRO NATL TITLE TR ROBISON, CAROLD A	100,000.00		
6104174	7171	2305	WD	6/19/1995	GREENAN, JAY R	GLEASON, JENNIE A JT GLEASON, MATTHEW K JT	10.00		
6104175	7171	2306	TRD	6/19/1995	GLEASON, MATTHEW K GLEASON, JENNIE A	GREENAN, JAY R METRO NATL TITLE TR	133,500		
6221126	7277	357	CERTIF	11/27/1995	SALT LAKE CITY BLDG SERV & LIC	GREENAN, JAY R			
6240253	7294	1776	POATTY	12/20/1995	GLEASON, MATTHEW K	GLEASON, JENNIE A			
6240254	7294	1777	WD	12/20/1995	GLEASON, MATTHEW K BY ATTY GLEASON, JENNIE A	RISHTON, T BEN JT RISHTON, MARILYN JT	10.00		
6564434	7591	2828	WD	2/4/1997	RISHTON, MARILYN HUFF RISHTON, T BEN	HAILES, CHRISTINE S JT HAILES, STEPHEN R JT	10.00		
6564435	7591	2829	TRD	2/4/1997	HAILES, CHRISTINE S HAILES, STEPHEN R	FOUNDERS TITLE CO TR RISHTON, T BEN JT RISHTON, MARILYN HUFF JT	286,000		
6565129	7592	1676	REQ NT	2/4/1997	RISHTON, MARILYN HUFF RISHTON, T BEN	TO WHOM IT MAY CONCERN			
6616539	7640	1471	CERTIF	4/10/1997	SALT LAKE CITY BLDG SERV & LIC	HAILES, STEPHEN R HAILES, CHRISTINE S			
6899864	7917	1148	CERTIF	3/23/1998	SALT LAKE CITY HOUSING	HAILE, CHRISTINE S HAILE, STEPHEN R			
6899865	7917	1149	CERTIF	3/23/1998	SALT LAKE CITY HOUSING	HAILES, CHRISTINE S HAILES, STEPHEN R			
6992831	8005	1169	RECON	6/11/1998	FOUNDERS TITLE CO TR	HAILES, STEPHEN R HAILES, CHRISTINE S			
9576329	9227	7096	AFFID	12/8/2005	FIRST AMERICAN TITLE INS AG	TO WHOM IT MAY CONCERN			
9579261	9228	8991	AFFID	12/12/2005	FIRST AMERICAN TITLE INS AG	TO WHOM IT MAY CONCERN			
10620318	9684	9287	RECON	2/11/2009	GREENAN, JAY R MERIDIAN TITLE CO	GLEASON, JENNIE A GLEASON, MATTHEW K			
11054187	9869	1707	WD	10/15/2010	HAILES, STEPHEN R JT HAILES, CHRISTINE S JT	WHITNEY INV PROP			
11054307	9869	2183	TRD	10/15/2010	WHITNEY INV PROP	GIANNETTI, CAROLYN O JT ROGERS, NANCY TR GREEN, DENNIS JT GIANNETTI, RONALD A	250,000.00		

JT COTTONWOOD TITLE INS
GREEN, BETH JT

11054308	9869	2186	TRD	10/15/2010	WHITNEY INV PROP	BELL WINES INC COTTONWOOD TITLE INS	50,000.00		
11062077	9872	8541	WD	10/27/2010	HAILES, STEPHEN R JT HAILES, CHISTINE S JT	WHITNEY INV PROP			
11490676	10065	7220	CERTIF	10/12/2012	SALT LAKE CNTY PLANNING & DEV	WHITNEY INV PROP LLC			
11491079	10065	9022	WD	10/12/2012	WHITNEY INV PROP	BREL INC			
11985987	10293	109	WD	2/2/2015	BREL INC	PRABHA LLC			
11986113	10293	785	TRD	2/2/2015	PRABHA LLC	WELLS FARGO	405,000.00		
11986739	10293	3655	RECON	2/3/2015	COTTONWOOD TITLE	WHITNEY INV PROP			
11986740	10293	3656	RECON	2/3/2015	COTTONWOOD TITLE	WHITNEY INV PROP			
12222440	10402	9395	WD	2/12/2016	PRABHA LLC	435 SOUTH 415 EAST LLC			
12655194	10617	8350	QSD	11/8/2017	435 SOUTH 415 EAST LLC	435 SOUTH 415 EAST LLC		✓	✓
12704955	10641	7248	TRD	1/25/2018	435 SOUTH 415 EAST LLC	JONES, CHRISTOPHER A ESQ BRICKFIELDS LLC	UNDISCLOSED	✓	
12796978	10686	7752	VARNC	6/22/2018	SALT LAKE CITY HOUSING ADVISORY AND APPEALS BOARD	SOLAMUTHU, MARTHES		✓	
12796979	10686	7753	VARNC	6/22/2018	SALT LAKE CITY HOUSING ADVISORY AND APPEALS BOARD	SOLAMUTHU, MARTHES		✓	
13182464	10890	6981	WD	1/30/2020	435 SOUTH 415 EAST, LLC	PRABHA LLC		✓	✓
13389720	11016	4355	RECON	9/10/2020	BRICKFIELDS LLC PIONEER TITLE INSURANCE AGENCY, LC	435 SOUTH 415 EAST, LLC		✓	
13389721	11016	4357	TRD	9/10/2020	PRABHA LLC	CENTRAL BANK	3,501,907.14	✓	
13414151	11031	2793	RECON	10/1/2020	WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION	PRABHA LLC		✓	
13502805	11082	5356	POW	12/17/2020	SOLAMUTHU, MARTHESWARAN	PACIFICORP ROCKY MOUNTAIN POWER		✓	
13800005	11254	7955	WD	10/15/2021	PRABHA, LLC	435 SOUTH 415 EAST, LLC		✓	✓
13800006	11254	7957	TRD	10/15/2021	435 SOUTH 415 EAST, LLC	U.S. BANK NATIONAL ASSOCIATION	2,000,000.00	✓	
13838063	11277	1438	RECON	12/2/2021	CENTRAL BANK	PRABHA LLC		✓	
14017504	11373	4104	TRD	9/19/2022	435 SOUTH 415 EAST, LLC	BRICKFIELDS LLC PIONEER TITLE INSURANCE AGENCY, LC	8,000,000.00	✓	



RECORDER

Parcel Data And Documents
For Parcel Number • 16-06-406-008-0000

Active Parcel Number

Legal Description:

BEG 37 FT S & 6 RD E FR NW COR LOT 4 BLK 34 PLAT B SLC SUR S 45.5 FT E 4 RD N 45.5 FT W 4 RD TO BEG. 4563-660 4564-220, 4797-394 5118-1329 6431-0324

Acreeage: 0.0700 City: SALT LAKE CITY Address: 433 S 400 E

#25

Land Value: 61,900.00 Bldg Value: 0.00 Total Value: 61,900.00

Owner of Records Found: 1
433 SOUTH 400 EAST, LLC

Total Documents Found: 17

Table with columns: Entry, Book, Page, Type, Date, First Party, Second Party, Consideration, Abstract, Plat. Contains 17 rows of document records.

MAIL TAX NOTICE TO:

Horsey Sauce Partners, LLC, a Utah limited liability company
1178 W. Legacy Crossing Blvd. Suite 100
Centerville, Utah 84014

SPECIAL WARRANTY DEED

CA - 400 South LLC, a Utah limited liability company, **GRANTOR**, hereby **CONVEY(S) AND WARRANT(S)** against all those claiming by, through or under it to Horsey Sauce Partners, LLC, a Utah limited liability company, **GRANTEE**, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following tract(s) of land in Salt Lake County, State of Utah described as follows:

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

Beginning 7 rods East from the Northwest corner of Lot 5, Block 34, Plat B, Salt Lake City Survey; and running thence South 10 rods; thence East 3 rods; thence South 6 rods; thence East 8.5 rods; thence North 1 rod; thence East 1.5 rods; thence North 5 rods; thence West 6 rods; thence North 10 rods; thence West 7 rods to the point of Beginning.

Tax ID No. 16-06-406-020-0000

Subject to City and/or County taxes and assessments, not delinquent; Easements, Rights-of-Way, Covenants, Conditions and Restrictions now of record.

WITNESS, the hand of said grantor this 20 day of April, 2022.

CA - 400 South LLC

a Utah limited liability company

By:

Michael J. Hatch, Manager
2022-04-20

State of Utah

County of Davis

On this April 20, 2022, personally appeared before me, the undersigned Notary Public, Michael J. Hatch the Manager of CA - 400 South LLC, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged before me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

My commission expires: 10-21-2024

Oct. 21, 2024

File No.: 1507762
Warranty Deed



KORI A CANNON
Notary Public
State of Utah
My Commission Expires:
October 21, 2024
Commission #: 714643

WHEN RECORDED MAIL TO
AND MAIL TAX NOTICE TO:
425 South LLC, a Utah limited liability company
425 South 400 East
Salt Lake City, UT 84111

14053770 B: 11391 P: 4428 Total Pages: 2
12/16/2022 01:55 PM By: dkilpack Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: US TITLE INSURANCE AGENCY
14884 HERITAGECREST WAY, #CBLUFFDALE, UT 84065

WARRANTY DEED

File No.: 062346
APN: 16-06-406-016-0000

Robert D. Jacoby and Rebecca R. Jacoby, as Trustees of The Robert and Rebecca Jacoby Trust, dated September 7, 2004,

Grantor(s), of Salt Lake City, SALT LAKE County, State of Utah, hereby convey(s) and warrant(s) to

425 South LLC, a Utah limited liability company,

Grantee(s), of Salt Lake City, Salt Lake County, State of Utah, for the sum of ten dollars and other good and valuable consideration, the following tract of land located in Salt Lake County, Utah, to wit:

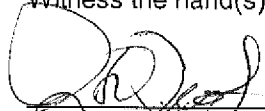
Beginning 37 feet South of the Northwest corner of Lot 4, Block 34, Plat "B", SALT LAKE CITY SURVEY; and running thence South 45 1/2 feet; thence East 6 rods; thence North 45 1/2 feet; thence West 6 rods to the point of beginning.

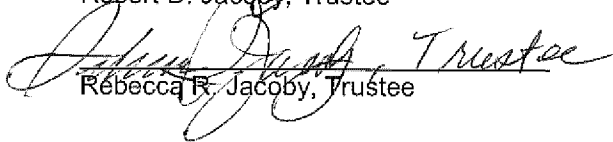
SUBJECT TO a right of way over the South 10 feet thereof.

Situated in Salt Lake County, State of Utah

Subject to easements, restrictions, reservations and rights of way appearing of record.

Witness the hand(s) of said Grantor(s) this 16 day of December, 2022.


_____, TRUSTEE
Robert D. Jacoby, Trustee


_____, Trustee
Rebecca R. Jacoby, Trustee

STATE OF UTAH)

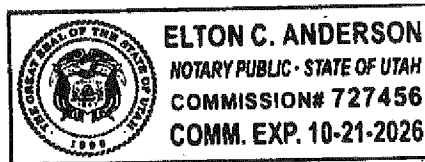
:ss)

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 16TH day of December, 2022, by Robert D. Jacoby and Rebecca R. Jacoby, Trustees of The Robert and Rebecca Jacoby Trust, dated September 7, 2004.



Notary Public



WHEN RECORDED, MAIL TO:

US Title Company
12198 South State Street #1,
Draper, Utah 84020

UST #062346
Parcel #16-06-406-016-0000

14053771 B: 11391 P: 4430 Total Pages: 6
12/16/2022 01:55 PM By: dkilpack Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: US TITLE INSURANCE AGENCY
14884 HERITAGECREST WAY, #CBLUFFDALE, UT 84065

Space Above This Line For Recorder's Use

TRUST DEED

With Assignment or Rents

THIS TRUST DEED, made this 16th day of December, 2022, between 425 SOUTH, LLC, a Utah limited liability company, **TRUSTOR**, whose address is 425 South 400 East, Salt Lake City, Utah 84111, and US Title, 12198 South State Street, #1, Draper, Utah 84020, as **TRUSTEE**, and ROBERT and REBECCA JACOBY TRUST, Dated September 7, 2004, **BENEFICIARY**,

Witnesseth: that Trustor conveys and warrants to trustee in trust, with power of sale, the following described property (the "Property"), located in Salt Lake County, State of Utah, and more particularly described as follows:

Beginning 37 feet south of the northwest corner of lot 4, block 34, plat "B", Salt Lake City survey; and running thence south 45½ , feet; thence east 6 rods; thence north 45½ feet; thence west 6 rods to the point of beginning.

Subject to a right of way over the south 10 feet thereof

Tax serial no. 16-06-406-016-0000

Subject to easements, restrictions, rights of way and encumbrances of record.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, subject however, to the right, power and authority hereinafter given to and conferred upon beneficiary to collect and apply such rents, issues, and profits;

For the purpose of securing (1) payment of the indebtedness evidenced by a Trust Deed Note dated of even date herewith, in the principal sum of \$841,300.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as may hereafter may be made to Trustor, or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this trust deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To protect the security of this trust deed, Trustor agrees:

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtain for the purpose of financing construction of improvements on the Property, Trustor further agrees: (a) to commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and (b) to allow Beneficiary to inspect the Property at all times during construction. Trustee, upon presentation to them or an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor, under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder. Notwithstanding the provisions in this Section 1, Trustor's will not engage in any renovation of the Property that will impair the value of the Property.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to may payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured to the restoration or repair of the property damaged; provided, however, in the event that Trustor is not then in default and wishes to repair or rebuild the Property, and provides evidence (and additional security, if necessary) reasonably satisfactory to Beneficiary that the value of the Property after such restoration will be at least the amount then owed on the Trust Deed Note, and provides Beneficiary with a plan, including payment schedule, for such repair or restoration, then in such event Beneficiary shall disburse such sums from the Proceeds as necessary to complete the repairs or restoration. Any part of the Proceeds not used to complete such repair or restoration shall be applied to reduce the amount Trustor owes on the Trust Deed Note. In no event shall Beneficiary bear any responsibility for any facet of such repair or restoration, and its sole responsibility shall be to disburse proceeds in accordance with Trustor's plan and payment schedule. If Trustor does not elect to repair or restore the Property, the Proceeds shall be used to pay the amount Trustor then owes on the Trust Deed Note and the balance of the Proceeds, if any, shall be paid to Trustor

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

4. To appear in and defend and action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before any delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest, or the Property or any part thereof, which at any time appear to be prior or superior hereto;

to pay all costs, fees, and expenses of this trust.

6. Should Trustor fail to make any payment (other than a payment under the Trust Deed Note) or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and following five (5) days written notice to and demand upon Trustor, take such action, and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appearing and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or trust; pay, purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts it may deem reasonably necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of twelve percent (12%) per annum, or the then prevailing judgment rate of interest, whichever is lower, until paid, and the repayment thereof shall be secured hereby.

It is mutually agreed that:

8. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require. Notwithstanding the foregoing, if Trustor is not in default and in the event that a portion of the building on the Property is taken and Trustor desires to rebuild the remaining portion of the building in such a way that Trustor is able to continue operation of its business on the Property, and Trustor provides evidence (and additional security, if necessary) reasonably satisfactory to Beneficiary that the value of the Property after such restoration will be at least the amount then owed on the Trust Deed Note, and provides Beneficiary with a plan, including payment schedule, for such repair or restoration, then in such event Beneficiary shall disburse such sums from the condemnation proceeds (the "Condemnation Proceeds") as necessary to complete the repairs or restoration. Any part of the Condemnation Proceeds not used to complete such repair or restoration shall be applied to reduce the amount Trustor owes on the Trust Deed Note. In no event shall Beneficiary bear any responsibility for any facet of such repair or restoration, and its sole responsibility shall be to disburse proceeds in accordance with Trustor's plan and payment schedule. If Trustor does not elect to repair or restore the building following condemnation, all of the Condemnation Proceeds shall be used to pay the amount Trustor then owes on the Trust Deed Note and the balance of the Condemnation Proceeds, if any, shall be paid to Trustor.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this trust deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured

hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this trust deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fee for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this trust deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure of discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this trust deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security of the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon an indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

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

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without further demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payments of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at twelve percent (12%) per annum, or the then prevailing judgment rate of interest, whichever is lower, from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this trust deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

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

18. This trust deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this trust deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

20. This trust deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

In witness whereof, the Trustor has executed this deed on the 16th day of December, 2022.

TRUSTOR

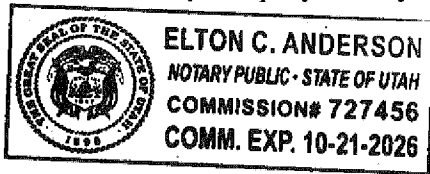
425 SOUTH, LLC, a Utah limited liability company
425 South 400 East
Salt Lake City, Utah 84111

By: _____
Joseph Jacoby
Manager/Member

Acknowledgment

State of Utah)
: ss.
County of Salt Lake)

On this 16th day of December, 2022, personally appeared before me, a notary public, Joseph Jacoby, who identified himself to me and being duly sworn upon his oath did acknowledge that he is the Manager/Member of 425 South, LLC, and that he is duly authorized by said corporation to executed the foregoing trust deed on its behalf and who did thereafter of his own free will and with the intention of binding the limited liability company thereby execute said trust deed



Notary Public

My Commission Expires: 10.21.26

Residing at: S.L.C. UT.

WHEN RECORDED MAIL TO:
435 South 415 East, LLC
672 E Union Square
Sandy, Utah 84070

13800005
10/15/2021 3:23:00 PM \$40.00
Book - 11254 Pg - 7955-7956
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PIONEER TITLE INS AGCY
BY: eCASH, DEPUTY - EF 2 P.

Pioneer File No. 115956

WARRANTY DEED

Prabha, LLC, a Utah limited liability company, GRANTORS for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby CONVEY and WARRANT to

435 South 415 East, LLC, a Utah limited liability company

as GRANTEES, the following described real property situated in Salt Lake County, State of Utah, to-wit:

Parcel 1:

Commencing at a point 1 foot South of the Northwest Corner of Lot 3, Block 34, Plat "B", Salt Lake City Survey, and running East 156 3/4 feet; thence North 1 foot; thence East 8 1/4 feet; thence North 38 1/4 feet; thence West 165 feet; thence South 39 1/4 feet to the place of beginning.

Parcel 1A:

A non-exclusive Right of Way over: Commencing 38 1/4 feet North of the Northwest Corner of said Lot 3; and running thence East 165 feet, thence North 8 feet, thence West 165 feet, thence South 8 feet to the place of beginning.

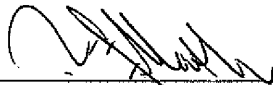
Tax Parcel No. 16-06-406-018

Subject to current general property taxes.

Subject to easements, conditions, covenants and restrictions of record.

Dated this 5th day of October, 2021 .

Prabha, LLC, a Utah limited liability company

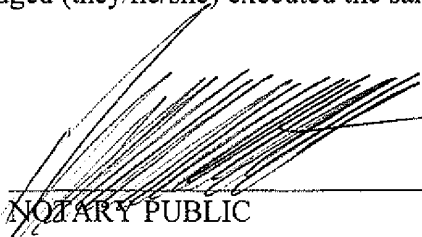


by Martheshwaran Solamuthu, Member/Manager

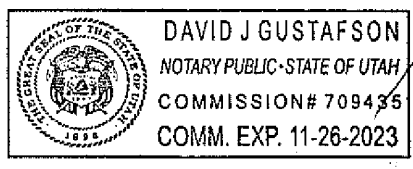
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 3rd day of October, 2021, before me, David J. Gustafson, a notary public, personally appeared Martheswaran Solamuthu, the Member/Manager of Prabha LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged (they/he/she) executed the same.

Witness my hand and official seal.



NOTARY PUBLIC



This instrument prepared by and after recording return to:
Jacob Tingey
U.S. Bank National Association
Collateral Department
P.O. Box 5308
Portland, OR 97228-5308

13800006
10/15/2021 3:23:00 PM \$40.00
Book - 11254 Pg - 7957-7966
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PIONEER TITLE INS AGCY
BY: eCASH, DEPUTY - EF 10 P.

Tax Parcel No. 16-06-406-018

UTAH DEED OF TRUST, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

This Deed of Trust, Security Agreement and Assignment of Rents and Leases (this "**Deed of Trust**") is made and entered into by 435 South 415 East, LLC (the "**Trustor**," whether one or more) in favor of U.S. Bank National Association, having a mailing address at 555 SW Oak, Portland, OR 97204 (the "**Trustee**"), for the benefit of U.S. Bank National Association (the "**Beneficiary**"), as of the date set forth below.

ARTICLE I. CONVEYANCE/MORTGAGED PROPERTY

1.1 Grant of Deed of Trust/Security Interest. IN CONSIDERATION OF FIVE DOLLARS (\$5.00) cash in hand paid by Trustee to Trustor, and the financial accommodations from Beneficiary to Trustor as described below, Trustor does hereby GRANT, BARGAIN AND SELL, MORTGAGE, WARRANT, CONVEY AND CONFIRM, ASSIGN, TRANSFER AND SET OVER unto Trustee, its successors and assigns IN TRUST, forever, for the benefit of Beneficiary, the Mortgaged Property (defined below) to secure all of the Obligations (defined below). The parties further intend that this Deed of Trust shall operate as a security agreement with respect to those portions of the Mortgaged Property which are subject to Article 9 of the Uniform Commercial Code.

1.2 "Mortgaged Property" means all of the following, whether now owned or existing or hereafter acquired by Trustor, wherever located: all the real property legally described in **Exhibit A** attached hereto (the "**Land**"), together with all buildings, structures, standing timber, timber to be cut, fixtures, furnishings, equipment, machinery, apparatus, appliances, and articles of personal property of every kind and nature whatsoever (and all proceeds and products thereof) now or hereafter located on the Land, or any part thereof, used in connection with the Land and improvements; all building materials, contracts, drawings, plans and specifications and other personal property relating to any construction on the Land; and all other improvements now or hereafter constructed, affixed or located thereon (the "**Improvements**") (the Land and the Improvements collectively the "**Premises**"); TOGETHER with any and all easements, rights-of-way, licenses, privileges, and appurtenances thereto, and any and all leases or other agreements for the use or occupancy of the Premises, and all the rents, issues, profits or any proceeds therefrom and all security deposits and any guaranty of a tenant's obligations thereunder (collectively the "**Rents**"); all awards as a result of condemnation, eminent domain or other decrease in value of the Premises and all insurance and other proceeds of the Premises; and any and all rights of Trustor in any and all accounts, rights to payment, contract rights, chattel paper, documents, instruments, licenses, contracts, agreements and general intangibles relating to any of the Mortgaged Property, including, without limitation, income and profits derived from the sale of the Mortgaged Property or the operation of any business on the Premises or attributable to services that occur or are provided on the Premises or generated from the use and operation of the Mortgaged Property.

1.3 "Obligations" means the loan(s) by Beneficiary to 435 South 415 East, LLC (the "**Borrower**") evidenced by the following note(s):

a note originally dated or amended or restated as of September 28, 2021 in the stated or amended and/or restated principal amount of \$2,000,000.00;

from 435 South 415 East, LLC to Beneficiary, and any extensions, renewals, restatements and modifications thereof and all principal, interest, fees and expenses relating thereto, and if a revolving credit, such amounts as may be advanced, paid down and readvanced from time to time thereunder (separately and collectively, the "Note"); all of Trustor's debts, liabilities, obligations, covenants, warranties, and duties to Beneficiary under the Loan Documents, however arising and whether now or hereafter existing or incurred, whether liquidated or unliquidated, whether absolute or contingent; all of Trustor's obligations under this Deed of Trust; and principal, interest, fees, expenses and charges relating to any of the foregoing, including, without limitation, costs and expenses of collection and enforcement of this Deed of Trust, reasonable attorneys' fees of both inside and outside counsel and environmental assessment or remediation costs. The interest rate and maturity of such Obligations are as described in the documents creating the indebtedness secured hereby.

1.4 "Loan Documents" means together and individually the Note, this Deed of Trust and any promissory note, loan agreement, security or pledge agreement, assignment, financing statement, lease, mortgage, deed of trust or other pledge of an interest in real or personal property, any guaranty, subordination, letter of credit and letter of credit reimbursement agreement, banker's acceptance, and any other agreement, document or instrument previously, concurrently or hereafter executed or delivered by any party to or in favor of Beneficiary evidencing, creating, securing, guaranteeing or otherwise related to the indebtedness evidenced by the Note or the pledge of the Mortgaged Property as security for repayment of the indebtedness evidenced by the Note, whether or not specifically enumerated herein.

1.5 Homestead. The Premises are not the homestead of Trustor. If so, Trustor releases and waives all rights under and by virtue of the homestead exemption laws of the State of Utah.

1.6 Future Advances. The parties intend this Deed of Trust to secure: (a) the payment of any Obligations as described above, (b) all obligations of Trustor under this Deed of Trust and (c) any and all other present and future liabilities and obligations of Trustor to Beneficiary arising under any Loan Documents, including any and all amendments, modifications, extensions or renewals thereof, whether now existing or made or incurred after the date of execution of this Deed of Trust.

ARTICLE II. WARRANTIES AND COVENANTS

In addition to all other warranties and covenants of Trustor under the Loan Documents which are expressly incorporated herein as part of this Deed of Trust, including the covenants to pay and perform all Obligations, and while any part of the credit granted Trustor under the Loan Documents is available or any Obligations of Trustor to Beneficiary are unpaid or outstanding, Trustor continuously warrants to Beneficiary and Trustee and agrees as follows:

2.1 Warranty of Title/Possession. Trustor has sole and exclusive title to and possession of the Premises, excepting only the following "**Permitted Encumbrances**": restrictions and utility easements of record, and zoning ordinances (the terms of which are and will be complied with, and in the case of easements, are and will be kept free of encroachments), taxes and assessments not yet due and payable and those Permitted Encumbrances set forth on **Exhibit B** attached hereto (except that if no Exhibit B is attached, there will be no additional Permitted Encumbrances). The lien of this Deed of Trust, subject only to Permitted Encumbrances, is and will continue to be a valid first and only lien upon all of the Mortgaged Property.

2.2 Maintenance; Waste; Alteration. Trustor will maintain the Premises in good and tenable condition and will restore or replace damaged or destroyed Improvements with items of at least equal utility and value. Trustor will not commit or permit waste to be committed on the Premises. Trustor will not remove, demolish or materially alter any part of the Premises without Beneficiary's prior written consent, except Trustor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility. The replacement fixture will be subject to the priority lien and security interest of this Deed of Trust.

2.3 Transfer and Liens. Trustor will not, without the prior written consent of Beneficiary, which may be withheld in Beneficiary's sole and absolute discretion, either voluntarily or involuntarily (a) sell, assign, lease or transfer, or permit to be sold, assigned, leased or transferred, any part of the Premises, or any interest therein; or (b) pledge or otherwise encumber, create or permit to exist any mortgage, deed of trust, pledge, lien or claim for lien or encumbrance upon any part of the Premises or interest therein, except for the Permitted Encumbrances. Beneficiary has not consented and will not consent to any contract or to any work or to the furnishing of any materials which might be deemed to create a lien or liens superior to the lien of this Deed of Trust.

2.4 Escrow. After written request from Beneficiary, Trustor shall pay to Beneficiary funds in such amounts and at such times as Beneficiary designates to pay when due (a) annual real estate taxes and assessments on the Premises; (b) all property or hazard insurance premiums on the Premises; and (c) flood insurance premiums, if any, on the Premises. Such payments shall be in addition to any other amounts which may be payable hereunder or under any other Loan Document, and the amount of such payments shall be based upon Beneficiary's estimate, in Beneficiary's sole discretion, of such charges. Upon demand by Beneficiary, Trustor shall pay to Beneficiary such additional sums as may be required by Beneficiary to make up any deficiency in the amount necessary to enable Beneficiary to fully pay when due the actual amount of any of such charges. Interest will not be paid by Beneficiary on any escrowed funds. Escrowed funds may be commingled with other funds of Beneficiary. All escrowed funds are hereby pledged as additional security for the Obligations.

2.5 Taxes, Assessments and Charges. To the extent not paid to Beneficiary under Section 2.4 above, Trustor will pay before they become delinquent all taxes, assessments, fines and other charges now or hereafter levied or assessed against the Premises, against Beneficiary based upon this Deed of Trust or the Obligations secured by this Deed of Trust, or upon Beneficiary's interest in the Premises, and will deliver to Beneficiary receipts showing timely payment.

2.6 Insurance. Trustor will continually insure the Premises, with insurers acceptable to Beneficiary, against such perils or hazards as Beneficiary may require, in amounts not less than the unpaid balance of the Obligations or the full replacement value of the Improvements, whichever is less, with acceptable co-insurance provisions. The policies will contain an agreement by each insurer that the policy will not be terminated or modified without at least thirty (30) days' prior written notice to Beneficiary and will contain a mortgage clause acceptable to Beneficiary; and Trustor will take such other action as Beneficiary may reasonably request to ensure that Beneficiary will receive (subject to no other interests) the insurance proceeds from the Improvements. Trustor hereby assigns all insurance proceeds to and irrevocably directs, while any Obligations remain unpaid, any insurer to pay to Beneficiary the proceeds of all such insurance and any premium refund; and authorizes Beneficiary to endorse Trustor's name to effect the same, to make, adjust or settle, in Trustor's name, any claim on any insurance policy relating to the Premises. The proceeds and refunds will be applied in such manner as Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable.

2.7 Condemnation. Any compensation received or receivable for the taking of the Premises, or any part thereof, by a condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received or receivable as damages for injury to the Premises, or any part thereof, shall be applied in such manner as Beneficiary, in its sole and absolute discretion, determines to rebuilding of the Premises or to payment of the Obligations, whether or not then due and payable. Trustor hereby assigns to Trustee, for the benefit of Beneficiary, any claims for compensation for and shall pay to Trustee, for the benefit of Beneficiary, all proceeds received from a taking by eminent domain of all or a part of the Mortgaged Property.

2.8 Environmental Matters. Except as specifically disclosed by Trustor to Beneficiary in writing prior to the execution of this Deed of Trust, Trustor represents and warrants as follows. There exists no uncorrected violation by Trustor of any federal, state or local laws (including statutes, regulations, ordinances or other governmental restrictions and requirements) relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or Hazardous Substances as hereinafter defined, whether such laws currently exist or are enacted in the future (collectively "Environmental Laws"). The term "Hazardous Substances" will mean any hazardous or toxic wastes, chemicals or other substances, the generation, possession or existence of which is prohibited or governed by any Environmental Laws. Trustor is not subject to any judgment, decree, order or citation, or a party to (or threatened with) any litigation or administrative proceeding, which asserts that Trustor (a) has violated any Environmental Laws; (b) is required to clean up, remove or take remedial or other action with respect to any Hazardous Substances (collectively "Remedial Action"); or (c) is required to pay all or a portion of the cost of any Remedial Action, as a potentially responsible party. Except as disclosed on Trustor's environmental questionnaire or audit provided to Beneficiary, there are not now, nor to Trustor's knowledge after reasonable investigation have there ever been, any Hazardous Substances (or tanks or other facilities for the storage of Hazardous Substances) stored, deposited, recycled or disposed of on, under or at any real estate owned or occupied by Trustor during the periods that Trustor owned or occupied such real estate, which if present on the real estate or in soils or ground water, could require Remedial Action. To Trustor's knowledge, there are no proposed or pending changes in Environmental Laws which would adversely affect Trustor or its business, and there are no conditions existing currently or likely to exist while the Loan Documents are in effect which would subject Trustor to Remedial Action or other liability. Trustor currently complies with and will continue to timely comply with all applicable Environmental Laws; and will provide Beneficiary, immediately upon receipt, copies of any correspondence, notice, complaint, order or other document from any source asserting or alleging any circumstance or condition which requires or may require a financial contribution by Trustor or Remedial Action or other response by or on the part of Trustor under Environmental Laws, or which seeks damages or civil, criminal or punitive penalties from Trustor for

an alleged violation of Environmental Laws. In the event of any such circumstance or condition or in the event of a default, Trustor agrees, at its expense and at the request of Beneficiary, to permit such environmental audits and/or investigations, which may at Beneficiary's option include invasive environmental testing, solely for the benefit of Beneficiary, to be conducted by Beneficiary or an independent agent selected by Beneficiary and which may not be relied on by Trustor for any purpose. This provision shall not relieve Trustor from conducting its own environmental audits or taking any other steps necessary to comply with Environmental Laws or to take Remedial Action at its own expense.

2.9 Assignments. Trustor will not assign, in whole or in part, without Beneficiary's prior written consent, the rents, issues or profits arising from the Premises.

2.10 Right of Inspection. Beneficiary or its agent may at all reasonable times enter and inspect the Premises.

2.11 Waivers by Trustor. To the greatest extent that such rights may then be lawfully waived, Trustor hereby agrees for itself and any persons claiming by, through or under Trustor that it will waive and will not, at any time, insist upon or plead in any manner whatsoever claim or take any benefit or advantage of (a) any exemption, stay, extension or moratorium law now or at any time hereafter in force; (b) any law now or hereafter in force providing for the valuation or appraisal of the Premises or any part thereof prior to any sale or sales thereof to be made pursuant to any provision herein contained or pursuant to the decree, judgment or order of any court of competent jurisdiction; (c) any statute of limitations now or at any time hereafter in force; (d) any right to require marshalling of assets by Beneficiary; or (e) to the extent permitted by law, any law now or at any time hereafter made or enacted granting a right to redeem from foreclosure or any other rights of redemption in connection with foreclosure of, or exercise of any power of sale under, this Deed of Trust.

2.12 Assignment of Rents and Leases. Trustor assigns and transfers to Beneficiary, as additional security for the Obligations, all right, title and interest of Trustor in and to all leases which now exist or hereafter may be executed by or on behalf of Trustor covering the Premises and any extensions or renewals thereof, together with all Rents, it being intended that this is an absolute and present assignment of the Rents. Notwithstanding that this assignment constitutes a present assignment of leases and rents, Trustor may collect the Rents and manage the Premises, but only if and so long as a default has not occurred. If a default occurs, the right of Trustor to collect the Rents and to manage the Premises shall thereupon automatically terminate and such right, together with other rights, powers and authorizations contained herein, shall belong exclusively to Beneficiary. This assignment confers upon Beneficiary a power coupled with an interest and cannot be revoked by Trustor. Upon the occurrence of a default, Beneficiary, at its option without notice and without seeking or obtaining the appointment of a receiver or taking actual possession of the Premises may (a) give notice to any tenant(s) that the tenant(s) should begin making payments under their lease agreement(s) directly to Beneficiary or its designee; (b) commence a foreclosure action and file a motion for appointment of a receiver; or (c) give notice to Trustor that Trustor should collect all Rents arising from the Premises and remit them to Beneficiary upon collection and that Trustor should enforce the terms of the lease(s) to ensure prompt payment by tenant(s) under the lease(s). All Rents received by Trustor shall be held in trust by Trustor for Beneficiary. All such payments received by Beneficiary may be applied in any manner as Beneficiary determines to payments required under this Deed of Trust, the Loan Documents and the Obligations. Trustor agrees to hold each tenant harmless from actions relating to tenant's payment of Rents to Beneficiary.

2.13 Fixture Filing. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing under the Uniform Commercial Code with respect to the Improvements and for this purpose the name and address of the debtor is the name and address of Trustor as set forth in this Deed of Trust and the name and address of the secured party is the name and address of Beneficiary as set forth in this Deed of Trust. The Mortgaged Property includes goods which are or may become so affixed to real property as to become fixtures.

2.14 Compliance with Leases. Trustor will comply with all terms, covenants and conditions of any lease(s) affecting the Premises. Without limitation of the provisions of section 2.3, Trustor will not enter into or amend any lease affecting any portion of the Premises or accept any prepayment of rent for more than one month in advance, without the prior written consent of Beneficiary.

ARTICLE III. RIGHTS AND DUTIES OF BENEFICIARY

In addition to all other rights (including setoff) and duties of Beneficiary under the Loan Documents which are expressly incorporated herein as a part of this Deed of Trust, the following provisions will also apply:

3.1 Beneficiary Authorized to Perform for Trustor. If Trustor fails to perform any of Trustor's duties or covenants set forth in this Deed of Trust, Beneficiary may perform the duties or cause them to be performed, including without limitation signing Trustor's name or paying any amount so required, and the cost, with interest at the default rate set forth in the Loan Documents, will immediately be due from Trustor to Beneficiary from the date

of expenditure by Beneficiary to date of payment by Trustor, and will be one of the Obligations secured by this Deed of Trust. All acts by Beneficiary are hereby ratified and approved, and Beneficiary will not be liable for any acts of commission or omission, nor for any errors of judgment or mistakes of fact or law.

ARTICLE IV. DEFAULTS AND REMEDIES

Beneficiary may enforce its rights and remedies under this Deed of Trust upon default. The following shall each constitute a default under this Deed of Trust: (A) Trustor (i) fails to comply with the terms of this Deed of Trust or any other Loan Document to which Trustor is a party, (ii) fails to comply with or defaults on any other mortgage or trust deed affecting the Land or (iii) dies, ceases to exist or becomes the subject of incompetency, bankruptcy or insolvency proceedings; (B) a default occurs under any other Loan Document or under any Obligation; (C) a demand for payment is made under any demand loan secured by this Deed of Trust; or (D) any other obligor fails to comply with the terms of any Loan Documents for which Trustor has given Beneficiary a guaranty or pledge, or if any other default occurs under the Loan Documents. Upon the occurrence of a default, without limitation of Beneficiary's other remedies, Beneficiary may declare the Obligations to be immediately due and payable.

4.1 Remedies. In addition to the remedies for default set forth below and in the other Loan Documents, including acceleration, Beneficiary upon default will have all other rights and remedies for default available by law or equity. Upon a default, Beneficiary may exercise the following remedies:

(a) Enforcement of Assignment of Rents and Leases. Beneficiary may:

(i) terminate the license granted to Trustor to collect the Rents (regardless of whether Beneficiary or Trustee shall have entered into possession of the Mortgaged Property), collect and sue for the Rents in Beneficiary's own name, give receipts and releases therefor, and after deducting all expenses of collection, including reasonable attorneys' fees, apply the net proceeds thereof to any Obligations as Beneficiary may elect;

(ii) make, modify, enforce, cancel or accept surrender of any leases, evict tenants, adjust Rents, maintain, decorate, refurbish, repair, clean, and make space ready for renting, and otherwise do anything Beneficiary reasonably deems advisable in connection with the Mortgaged Property;

(iii) apply the Rents so collected to the operation and management of the Mortgaged Property, including the payment of reasonable management, brokerage and attorneys' fees, or to the Obligations; and

(iv) require Trustor to transfer and deliver possession of all security deposits and records thereof to Beneficiary.

(b) Power of Sale. Beneficiary may require Trustee, and Trustee is hereby authorized and empowered, to enter and take possession of the Premises and to sell all or part of the Mortgaged Property, at public auction, to the highest bidder for cash, free from equity of redemption, and any statutory or common law right of redemption, homestead, dower, marital share, and all other exemptions, after giving notice of the time, place and terms of such sale and of the Mortgaged Property to be sold, by advertising the sale of the property as required by the statutes of Utah. Trustee may sell all or any portion of the Mortgaged Property, together or in lots or parcels, and may execute and deliver to the purchaser or purchasers of such property a conveyance in fee simple. Trustee shall receive the proceeds thereof and shall apply the same in such order as may be required by applicable law. The sale or sales by Trustee of less than the whole of the Mortgaged Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sale or sales under such power until the whole of the Mortgaged Property shall be sold; and if the proceeds of such sale or sales of less than the whole of the Premises shall be less than the aggregate of the Obligations and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Mortgaged Property. Beneficiary may bid and become the purchaser of all or any part of the Mortgaged Property at any such sale, and the amount of Beneficiary's successful bid may be credited on the Obligations.

(c) Judicial and Other Relief. Beneficiary or Trustee may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction.

(d) **Entry on Premises; Tenancy at Will.**

(i) Beneficiary may enter into and upon and take possession of all or any part of the Mortgaged Property, and may exclude Trustor, and all persons claiming under Trustor, and its agents or servants, wholly or partly therefrom; and, holding the same, Beneficiary may use, administer, manage, operate, and control the Mortgaged Property and may exercise all rights and powers of Trustor in the name, place and stead of Trustor, or otherwise, as Beneficiary shall deem best; and in the exercise of any of the foregoing rights and powers Beneficiary shall not be liable to Trustor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of Beneficiary.

(ii) In the event of a trustee's or other foreclosure sale hereunder and if at the time of such sale Trustor or any other party (other than a tenant under a Lease as to which Beneficiary shall have expressly subordinated the lien of this Deed of Trust as hereinabove set out) occupies the portion of the Mortgaged Property so sold or any part thereof, such occupant shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of such purchaser, at a reasonable rental per day based upon the value of the portion of the Premises so occupied (but not less than any rental theretofore paid by such tenant, computed on a daily basis). An action of unlawful detainer shall lie if any such tenant holds over a demand in writing for possession of such portion of the Premises.

(e) **Receiver.** Beneficiary may make application to a court of competent jurisdiction, as a matter of strict right and without notice to Trustor or regard to the adequacy of the Mortgaged Property for the repayment of the Obligations, for appointment of a receiver of the Mortgaged Property, and Trustor does hereby irrevocably consent to such appointment. Any such receiver shall have all necessary and proper powers and duties of receivers in similar cases, including without limitation the full power (i) to rent, maintain and otherwise operate the Mortgaged Property, and (ii) to take other action permitted by law, all upon such terms as may be approved by the court.

(f) **Remedies Cumulative, Concurrent and Nonexclusive.** If the Obligations are now or hereafter further secured by chattel mortgages, other deeds of trust, security agreements, pledges, contracts of guaranty, assignments of leases, or other security, Beneficiary may, at its option, exhaust its remedies under any one or more of said instruments and this Deed of Trust, either concurrently or independently, and in such order as Beneficiary may determine. To the fullest extent permitted by applicable law, the same (a) shall be cumulative, concurrent, and nonexclusive, (b) may be pursued separately, successively or concurrently against Trustor or others obligated for the Obligations, or any part thereof or against any one or more of them, or against the Mortgaged Property, at the sole discretion of Beneficiary, and (c) may be exercised as often as occasion therefor shall arise, it being agreed by Trustor that the exercise of or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse.

(g) **Waiver by Beneficiary.** Beneficiary may permit Trustor to attempt to remedy any default without waiving its rights and remedies hereunder, and Beneficiary may waive any default without waiving any other subsequent or prior default by Trustor. Furthermore, delay on the part of Beneficiary in exercising any right, power or privilege hereunder or at law will not operate as a waiver thereof, nor will any single or partial exercise of such right, power or privilege preclude other exercise thereof or the exercise of any other right, power or privilege. No waiver or suspension will be deemed to have occurred unless Beneficiary has expressly agreed in writing specifying such waiver or suspension.

(h) **Uniform Commercial Code.** Beneficiary shall have all additional rights and remedies as provided under the Uniform Commercial Code, as amended and as applicable.

ARTICLE V. TRUSTEE

5.1 Action by Trustee. Trustee named herein shall be clothed with full power to act when action hereunder shall be required, and to execute any conveyance of the Mortgaged Property. In the event that the substitution of Trustee shall become necessary for any reason, the substitution of a trustee in the place of that named herein shall be sufficient. The term "Trustee" shall be construed to mean "Trustees" whenever the sense requires. The necessity of Trustee herein named, or any successor in trust, making oath or giving bond, is expressly waived.

5.2 Employment of Agents. Trustee, or any one acting in its stead, shall have, in its discretion, authority to employ all property agents and attorneys in the execution of this trust and/or in the conducting of any sale made pursuant to the terms hereof, and to pay for such services rendered out of the proceeds of the sale of the Mortgaged Property, should any be realized; and if no sale be made or if the proceeds of sale be insufficient to pay the same, then Trustor hereby undertakes and agrees to pay the cost of such services rendered to said Trustee. Trustee may

rely on any document believed by it in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, but need not be segregated (except to the extent required by law), and Trustee shall not be liable for interest thereon.

5.3 Indemnification of Trustee. If Trustee shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Trustee or Beneficiary under this Deed of Trust, Trustee and Beneficiary shall be reimbursed by Trustor, immediately and without demand, for all reasonable costs, charges and attorneys' fees incurred by them or either of them in any such case, and the same shall be secured hereby as a further charge and lien upon the Mortgaged Property.

5.4 Successor Trustee. In the event of the death, refusal, or of inability for any cause, on the part of Trustee named herein, or of any successor trustee, to act at any time when action under the foregoing powers and trust may be required, or for any other reason satisfactory to Beneficiary, Beneficiary is authorized, either in its own name or through an attorney or attorneys in fact appointed for that purpose, by written instrument duly registered, to name, substitute and appoint a successor or successors to execute this trust, such appointment to be evidenced by writing, duly acknowledged; and when such writing shall have been registered, the substituted trustee named therein shall thereupon be vested with all the right and title, and clothed with all the power of Trustee named herein and such like power of substitution shall continue so long as any part of the debt secured hereby remains unpaid. Any successor Trustee may be replaced, at the option of Beneficiary, by the original Trustee or a successor Trustee previously replaced, each such substitution to be made as herein provided.

ARTICLE VI. ADDITIONAL TERMS

The warranties, covenants, conditions and other terms described in this Section are incorporated into this Deed of Trust.

6.1 Compliance with Laws & Restrictions. All existing Improvements and any Improvements hereafter placed on the Land are and will be located within the boundary lines of the Land. All appurtenant easement areas are and shall remain free from encroachments. The Mortgaged Property complies with, and will continue to comply with, all laws applicable to the Mortgaged Property, including without limitation all applicable building, zoning, subdivision and land use statutes, ordinances, codes, rules, regulations and orders and all covenants and agreements of record. Trustor will not, and will not permit any tenant or other occupant of the Mortgaged Property to, use the Mortgaged Property in any manner that violates any state or federal law. No further permits, licenses, approvals, variances, public hearings or governmental orders or consents are necessary for the operation of the Mortgaged Property for its intended purposes or for the construction of any planned Improvements.

6.2 Accuracy of Information. All information, certificates or statements given to Beneficiary by or on behalf of Trustor in connection with or pursuant to any of the Loan Documents or the loan facility evidenced thereby will be true and complete when given.

ARTICLE VII. MISCELLANEOUS

In addition to all other miscellaneous provisions under the Loan Documents which are expressly incorporated as a part of this Deed of Trust, the following provisions will also apply:

7.1 Term of Deed of Trust. This Deed of Trust shall continue in full force and effect until this Deed of Trust is released.

7.2 Time of the Essence. Time is of the essence with respect to payment of the Obligations, the performance of all covenants of Trustor and the payment of taxes, assessments, and similar charges and insurance premiums.

7.3 Subrogation. Beneficiary will be subrogated to the lien of any deed of trust, mortgage or other lien discharged, in whole or in part, by the proceeds of the Note or other advances by Beneficiary, in which event any sums otherwise advanced by Beneficiary shall be immediately due and payable, with interest at the default rate set forth in the Loan Documents from the date of advance by Beneficiary to the date of payment by Trustor, and will be one of the Obligations secured by this Deed of Trust.

7.4 Choice of Law. Creation, perfection, priority, enforcement and foreclosure of this Deed of Trust and the liens and remedies hereunder will be governed by the laws of the state in which the Mortgaged Property is located. For all other purposes, the choice of law specified in the Loan Documents will govern.

7.5 Severability. Invalidity or unenforceability of any provision of this Deed of Trust shall not affect the validity or enforceability of any other provision.

7.6 Copies; Entire Agreement; Modification; Demand Obligations. Trustor hereby acknowledges the receipt of a copy of this Deed of Trust, together with a copy of each promissory note secured hereby, and all other documents executed by Trustor in connection herewith. This Deed of Trust is intended by Trustor and Beneficiary as a final expression of this Deed of Trust and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Deed of Trust. No parol evidence of any nature shall be used to supplement or modify any terms.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS DEED OF TRUST SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING AND SIGNED BY THE PARTIES ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. THE TERMS OF THIS DEED OF TRUST MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT. THIS NOTICE SHALL ALSO BE EFFECTIVE WITH RESPECT TO ALL OTHER LOAN DOCUMENTS NOW IN EFFECT BETWEEN TRUSTOR AND BENEFICIARY. A MODIFICATION OF ANY LOAN DOCUMENT NOW IN EFFECT BETWEEN TRUSTOR AND BENEFICIARY, WHICH OCCURS AFTER RECEIPT BY TRUSTOR OF THIS NOTICE, MAY BE MADE ONLY BY ANOTHER WRITTEN INSTRUMENT. ORAL OR IMPLIED MODIFICATIONS TO SUCH LOAN DOCUMENTS ARE NOT ENFORCEABLE AND SHOULD NOT BE RELIED UPON.

IN THE EVENT ANY OF THE OBLIGATIONS SECURED HEREBY IS PAYABLE UPON DEMAND, NEITHER THIS DEED OF TRUST NOR ANYTHING CONTAINED HEREIN SHALL BE DEEMED TO ALTER, LIMIT, OR OTHERWISE IMPINGE UPON THE DEMAND CHARACTER OF SUCH OBLIGATIONS.

7.7 Further Assurances. Trustor shall promptly correct any defect or error that may be discovered in any Loan Document or in the execution, acknowledgment or recordation of any Loan Document. Promptly upon request by Beneficiary, Trustor also shall do, execute, acknowledge, deliver, record, re-record, file, re-file, register and re-register, any and all deeds, conveyances, mortgages, deeds of trust, trust deeds, assignments, estoppel certificates, financing statements and continuations thereof, notices of assignment, transfers, certificates, assurances and other instruments, and must take or cause to be taken such further actions, that may be required by law or by Beneficiary, all in form and substance satisfactory to Beneficiary in its sole discretion and all at the expense of Trustor: (a) to carry out more effectively the purposes of the Loan Documents; (b) to perfect and maintain the validity, effectiveness and priority of any security interests intended to be created by the Loan Documents; (c) to better assure, convey, grant, assign, transfer, preserve, protect and confirm the rights granted or intended to be granted to Beneficiary in connection with any Loan Document; and (d) to carry out the intention or facilitate the performance of the provisions of any Loan Document. Trustor shall furnish to Beneficiary evidence satisfactory to Beneficiary of every such recording, filing or registration.

7.8 Joint Liability; Successors and Assigns. If there is more than one Trustor, the liability of Trustors will be joint and several, and the reference to "Trustor" shall be deemed to refer to each Trustor and to all Trustors. The rights, options, powers and remedies granted in this Deed of Trust and the other Loan Documents shall extend to Beneficiary and to its successors and assigns, shall be binding upon Trustor and its successors and assigns, and shall be applicable hereto and to all renewals, amendments and/or extensions hereof.

7.9 Indemnification. Except for harm arising from Beneficiary's or Trustee's willful misconduct, Trustor hereby indemnifies and agrees to defend and hold Beneficiary and Trustee harmless from any and all losses, costs, damages, claims and expenses (including, without limitation, reasonable attorneys' fees and expenses) of any kind suffered by or asserted against Beneficiary or Trustee relating to claims by third parties arising out of the financing provided under the Loan Documents or related to the Mortgaged Property (including, without limitation, Beneficiary's failure to perform its obligations relating to Environmental Matters described in Section 2.8 above) or the exercise by Beneficiary or Trustee of any of their respective powers, rights and remedies under this Deed of Trust. This indemnification and hold harmless provision will survive the termination of the Loan Documents and the satisfaction of this Deed of Trust and Obligations due Beneficiary.

7.10 Notices. Notice of any record shall be deemed delivered when the record has been (a) deposited in the United States Mail, postage pre-paid, (b) received by overnight delivery service, (c) received by telex, (d) received by telecopy, (e) received through the internet, or (f) when personally delivered.

7.11 Expenses and Attorneys' Fees. To the extent permitted by applicable law and in addition to those costs and expenses payable under the Loan Documents, all costs, receiver, trustee and reasonable attorneys' fees and other disbursements (including, without limitation, costs of procuring title commitments, title insurance, title searches, appraisals, environmental tests, reports and audits) incurred in connection with the preparation, administration, execution, defense, collection (pre and post judgment) and foreclosure of this Deed of Trust, whether incurred

before or after commencement of litigation or at trial, on appeal or in any other proceeding, may be recovered by Beneficiary and included in any sale made hereunder or by judgment of foreclosure.

7.12 Release of Rights of Dower, Homestead and Distributive Share. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the Mortgaged Property, will not avail itself of any appraisal, valuation, redemption, stay, extension or exemption laws, or any so-called "moratorium laws," existing or hereafter enacted, to hinder the enforcement or foreclosure of this Deed of Trust, and hereby waives the benefit of such laws.

7.13 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY LAW, TRUSTOR AND BENEFICIARY HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO ANY OF THE LOAN DOCUMENTS, THIS DEED OF TRUST, THE OBLIGATIONS THEREUNDER, THE MORTGAGED PROPERTY OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. TRUSTOR AND BENEFICIARY EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

7.14 Attachments. All documents attached hereto, including any appendices, schedules, riders, and exhibits to this Deed of Trust, are hereby expressly incorporated by reference.

IN WITNESS WHEREOF, the undersigned has/have executed this Deed of Trust on the date shown in the notarial acknowledgment, effective as of September 28, 2021.

TRUSTOR:
435 South 415 East, LLC
a/an Utah Limited Liability Company

By: [Signature]
Name and Title: Martheswaran Solamuthu, Member and Manager

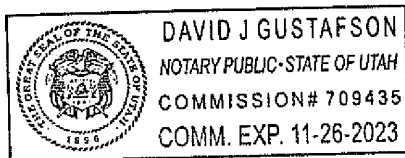
TRUSTOR ADDRESS: 9419 S. Union Square, Sandy, UT 84070

BENEFICIARY ADDRESS: 555 SW Oak, Portland, OR 97204

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

This instrument was acknowledged before me on October 5, 2021, by Martheswaran Solamuthu, as Member and Manager of 435 South 415 East, LLC.

(Notarial Seal)



[Signature]
Printed Name: David J. Gustafson
Notary Public, State of: Utah
My commission expires: 11/26/2023

EXHIBIT A TO DEED OF TRUST
(Legal Description)

Trustor: 435 South 415 East, LLC

Trustee: U.S. Bank National Association

Beneficiary: U.S. Bank National Association

Legal Description of Land:

Parcel 1:

Commencing at a point 1 foot South of the Northwest Corner of Lot 3, Block 34, Plat "B", Salt Lake City Survey, and running East 156 3/4 feet; thence North 1 foot; thence East 8 1/4 feet; thence North 38 1/4 feet; thence West 165 feet; thence South 39 1/4 feet to the place of beginning.

Parcel 1A:

A non-exclusive Right of Way over: Commencing 38 1/4 feet North of the Northwest Corner of said Lot 3; and running thence East 165 feet, thence North 8 feet, thence West 165 feet, thence South 8 feet to the place of beginning.

Also known as: 435 South 400 East, Salt Lake City, UT

WHEN RECORDED MAIL TO:
Brickfields LLC, a Utah limited liability company
672 East Union Square
Sandy, Utah 84070
PT FILE NO. 0 GUS

14017504 B: 11373 P: 4104 Total Pages: 7
09/19/2022 02:50 PM By: kkennington Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PIONEER TITLE INSURANCE AGENCY, LC
1188 W 10400 SSOUTH JORDAN, UT 840952600

----- Space Above This Line For Recorder's Use

TRUST DEED With Assignment of Rents

THIS TRUST DEED, made this 19 day of September, 2022, between 435 South 415 East, LLC, a Utah limited liability company, as TRUSTOR, whose address is 672 East Union Square, Sandy, Utah 84070; PIONEER TITLE INSURANCE AGENCY, LC, as TRUSTEE, and Brickfields LLC, a Utah limited liability company, as BENEFICIARY, whose address is 672 East Union Square, Sandy, Utah 84070

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

See attached "Exhibit A"

Tax Parcel No. 16-06-406-018

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditament, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$8,000,000.00, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

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

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, the Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters of facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as

they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, or the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall no operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

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

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems

expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

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

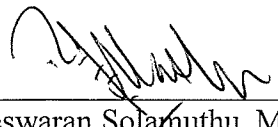
18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisee, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

435 South 415 East, LLC, a Utah limited liability
company
By Prabha LLC, a Utah limited liability company
its Manager

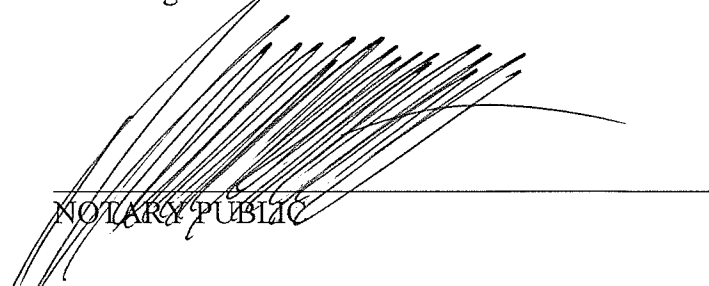


Martheswaran Solamuthu, Member/Manager

STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On this 17th day of September, 2022, before me, David J Gustafson, a notary public, personally appeared, Martheswaran Solamuthu, the Member/Manager of Prabha LLC, a Utah limited liability company which is the manager of 435 South 415 East, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



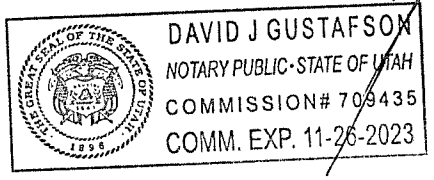
NOTARY PUBLIC

EXHIBIT "A"

Parcel 1:

Commencing at a point 1 foot South of the Northeast Corner of Lot 3, Block 34, Plat "B", Salt Lake City Survey, and running East $156 \frac{3}{4}$ feet, thence North 1 foot, thence East $8 \frac{1}{4}$ feet, thence North $38 \frac{1}{4}$ feet, thence West 165 feet, thence South $39 \frac{1}{4}$ feet to the place of beginning.

Parcel 1A:

A non-exclusive Right of Way over: Commencing $38 \frac{1}{4}$ feet North of the Northwest Corner of Said Lot 3, and running thence East 165 feet, thence North 8 feet, thence West 165 feet, thence South 8 feet to the place of beginning.

WHEN RECORDED MAIL TO:
433 South 400 East, LLC
672 E. Union Square
Sandy, UT 84070

Pioneer File No. 115806

13691903
6/15/2021 2:36:00 PM \$40.00
Book - 11191 Pg - 2217-2218
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PIONEER TITLE INS AGCY
BY: eCASH, DEPUTY - EF 2 P.

WARRANTY DEED

David Boyd Wagstaff and Kimerly Ann Wagstaff, GRANTORS for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby CONVEY and WARRANT to

433 South 400 East, LLC, a Utah limited liability company

as GRANTEES, the following described real property situated in Salt Lake County, State of Utah, to-wit:

Parcel 1:

Commencing at a point 46-1/4 feet North of the Southwest Corner of Lot 4, Block 34, Plat "B", Salt Lake City Survey, thence North 36-1/4 feet, thence East 165 feet, thence South 36-1/4 feet, thence West 165 feet to the place of beginning.

Together with a perpetual right of way over the following:

Commencing at a point 38-1/4 feet North of the Southwest Corner of said Lot 4, thence North 8 feet, thence East 165 feet, thence South 8 feet, thence West 165 feet to the place of beginning.

Parcel 2:

Commencing 37 feet South and 6 rods East from the Northwest Corner of Lot 4, Block 34, Plat "B", Salt Lake City Survey, and running thence South 45.5 feet, thence East 4 rods, thence North 45.5 feet, thence West 4 rods to the place of beginning.

Together with a right of way over the following:

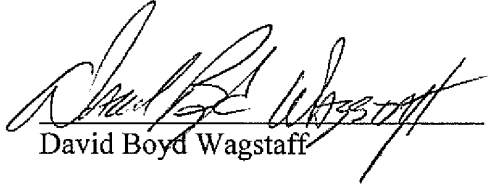
Beginning 82.5 feet South from the Northwest Corner of said Lot 4, and running thence North 10 feet, thence East 6 rods, thence South 10 feet, thence West 6 rods to the point of beginning.

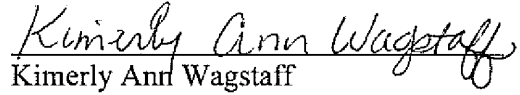
Tax Parcel No. 16-06-406-017 and 16-06-406-008

Subject to current general property taxes.

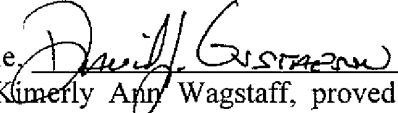
Subject to easements, conditions, covenants and restrictions of record.

Dated this 15 day of June, 2021 .



David Boyd Wagstaff

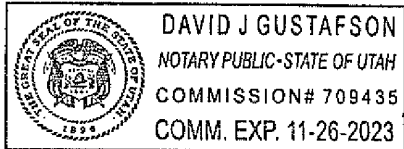

Kimerly Ann Wagstaff

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On this 15th day of June, 2021, before me , a notary public, personally appeared, David Boyd Wagstaff and Kimerly Ann Wagstaff, proved on the basis of satisfactory evidence to be the person(s) whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.


NOTARY PUBLIC



13691904
6/15/2021 2:36:00 PM \$40.00
Book - 11191 Pg - 2219-2231
RASHELLE HOBBS
Recorder, Salt Lake County, UT
PIONEER TITLE INS AGCY
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, RETURN TO:

David Boyd Wagstaff
Kimerly Ann Wagstaff
1061 Crestview Circle
Salt Lake City, Utah 84108

Pioneer 115806
16-06-406-017
16-06-406-028

DEED OF TRUST WITH ASSIGNMENT OF RENTS

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS (together with all amendments and supplements, this "Deed of Trust") is made the 15th day of June 2021, from 433 south 400 east LLC, a Utah limited liability company, with an address of 672 E. Union Square, Sandy, Utah 84070 ("**Trustor**"), to Marlon L. Bates, a member of the Utah State Bar, with an address of 15 West South Temple, Suite 600, Salt Lake City, Utah 94101 ("**Trustee**"), and David Boyd Wagstaff and Kimerly Ann Wagstaff, with an address of 1061 Crestview Circle, Salt Lake City, Utah 84108 (collectively, "**Beneficiary**").

1. GRANTING CLAUSE

1.1 Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE Trustor's interest in and to the property situated in Salt Lake County, Utah, being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference.

1.2 TOGETHER WITH all right, title, and interest of Trustor in and to all improvements now located or hereafter to be erected or placed upon any real property which, or upon any real property an interest in which, is now or hereafter subject to the lien of this Deed of Trust (all hereinafter referred to as the "Improvements"), and all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any and all strips and gores of land, and in, to, and under the land within the streets, sidewalks, and alleys, adjoining such real property, and in and to all and singular the tenements, hereditaments, privileges, easements, franchises, rights, appendages, and appurtenances belonging or in any way appertaining to all such real property.

1.3 TOGETHER WITH all accounts, contract rights, rents, issues, royalties, profits, revenues, incomes, proceeds, and other benefits of and from the property described above and property subject or required to be subject to the lien of this Deed of Trust, and any and all bank accounts and similar accounts containing any of the foregoing, and all of the estate, right, title, and interest of every nature whatsoever of Trustor in and to the same and every part and parcel thereof.

1.4 TOGETHER WITH all and singular the privileges and appurtenances thereunto belonging, (Trustor's interest in the real property described in Exhibit "A" and the Improvements, interests, privileges, and appurtenances described in Sections 1.1 through 1.4 hereof being hereinafter referred to as the "**Property**"), it being the intention of Trustor that so far as may be permitted by law, all property, interests and rights of the character described in this Section 1 which are now owned or held or are hereafter acquired by Trustor and are affixed, attached, annexed to

or placed upon any Property shall be and remain or become and constitute a portion of the security covered by and subject to the lien hereof and TRUSTOR WARRANTS THE TITLE TO THE SAME subject to those exceptions to title approved in advance by Beneficiary.

TO HAVE AND TO HOLD the same IN TRUST, WITH POWER OF SALE, however, for the purpose of securing:

The payment of that certain Secured Promissory Note of even date herewith (the "Note") from Trustor to Beneficiary in the principal sum of One Million One Hundred Seventy Thousand and 00/100 Dollars (\$1,170,000.00);

The payment of all sums expended or advanced by Beneficiary pursuant to the terms hereof. (The obligations under the Note, and advances made by Beneficiary pursuant to the terms of this Deed of Trust or any other instrument now in existence or hereafter executed or any amendment or modification thereto, the purpose of which is to secure the repayment of the Note, are hereinafter referred to as the "Indebtedness"); and

The performance of each covenant and agreement of Trustor contained herein, and in any modification or amendment of this Deed of Trust.

2. COVENANTS

2.1 Repayment of Indebtedness. Trustor covenants and agrees to pay promptly the principal of and interest on the Indebtedness, to pay promptly all other sums due pursuant hereto, and to perform each and every agreement and condition contained in the Note, this Deed of Trust, and all other documents or instruments executed to secure the payment of the Indebtedness (the "**Loan Documents**").

2.2 Payment of Taxes and Assessments. Trustor covenants and agrees to pay before they become delinquent all taxes, special assessments, water and sewer rents or assessments, and all other charges imposed by law upon or against the Property, ordinary and extraordinary, unforeseen and foreseen (the "**Impositions**"). Upon written request, Trustor shall deliver to Beneficiary evidence of payment of Impositions and insurance premiums within thirty (30) days after such payment is made. Such evidence shall be in the form of the original or a photostatic copy of the official receipt evidencing such payment or other proof of payment satisfactory to Beneficiary. The failure of Trustor to deliver to Beneficiary such receipts or to submit other satisfactory proof of such payment to Beneficiary upon request shall constitute an Event of Default.

2.3 Maintenance of Property. Trustor will not commit any waste on the Property or take any actions that might invalidate any insurance carried on the Property. Trustor at its sole cost and expense will maintain the Property and the Improvements in good condition and promptly make all necessary repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen. Trustor will notify Beneficiary of all modifications to the Property and shall not destroy the outer walls, stairs, windows and roof of the building. All repairs shall be equal or superior in quality and class to the original work. Trustor's use and operation of the Property shall comply with all covenants and conditions, restrictions, agreements or other matters affecting the Property. Trustor shall not bring or keep any article on the Property or cause

or permit any condition to exist on the Property which is prohibited by or could invalidate any insurance coverage maintained, or required hereunder to be maintained, with respect to all or any part of the Property. Trustor shall do all acts which from the character or use of the Property may be reasonably necessary to protect the security of this Deed of Trust and not specifically set forth herein.

2.4 Protection of Security; Costs and Expenses. At any time and from time to time, Trustor will execute and deliver all such further documents and do all such other acts and things as Beneficiary may reasonably request in writing in order to protect the security and priority of the lien created hereby, such as requiring proof of insurance or the payment of real property taxes and assessments. If Trustor fails to perform any of the covenants or agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Beneficiary's interest in the Property or any part thereof, including, but not limited to, eminent domain, code enforcement, or proceedings of any nature whatsoever under any federal, state or local law or regulation, whether now existing or hereafter enacted or amended, relating to bankruptcy, insolvency, arrangement, reorganization or other form of debtor relief, or to a decedent, then Beneficiary may, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereunder, make such appearances, disburse such sums and take such action as Beneficiary deems necessary or appropriate to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees, enter upon the Property to make repairs or take other action to protect the security hereof, and pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Beneficiary appears to be prior or superior hereto. Trustor further agrees to pay all reasonable expenses of Beneficiary (including fees and disbursements of counsel) incident to the protection of the rights of Beneficiary hereunder, or to enforcement or collection of payment of the Indebtedness, whether by judicial or nonjudicial proceedings, or in connection with any bankruptcy, insolvency, arrangement, reorganization or other debtor relief proceeding of Trustor, or otherwise. Any amounts disbursed by Beneficiary pursuant to this Section shall be part of the Indebtedness and secured by this Deed of Trust and shall bear interest at the Default Rate. Trustor shall pay all such amounts immediately without demand. Nothing contained in this Section shall be construed to require Beneficiary to incur any expense, make any appearance, or take any other action.

2.5 Cost of Defending Title to Property. If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Property, Trustor agrees that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including reasonable attorneys' fees and costs of evidence of title to the Property, shall be reimbursed by Trustor upon demand therefor and until then shall become part of the Indebtedness and be secured hereby.

2.6 Preservation of Lien Priority by Trustor.

a. The lien of this Deed of Trust is and will be maintained as a valid first lien on the Property. Trustor will not, directly or indirectly, create or suffer or permit to be created or to stand against all or any part of the Property any lien or charge prior to, subordinate to, or on a parity with the lien of this Deed of Trust, except for such other liens as consented to in writing by Beneficiary. However, nothing in this Deed of Trust shall require Trustor to pay any Impositions prior to the time they become due and payable or

require Trustor to pay any Imposition so long as Trustor contests the amount, applicability, or validity in good faith by appropriate proceedings promptly initiated and diligently conducted if: (1) such nonpayment will not result in a forfeiture or impairment of the priority of the lien of this Deed of Trust; and (2) Trustor has posted security with Beneficiary in a form and in an amount satisfactory to Beneficiary which the Beneficiary shall use in its sole discretion to protect the priority of the lien of this Deed of Trust. Trustor will keep and maintain the Property free from all liens of persons supplying labor and materials entering into the construction, modification, or repair of the Improvements. If any such lien is recorded against the Property, Trustor shall post a bond, as provided by statute, or discharge the same of record within fifteen (15) days after such lien is recorded. Without the prior consent of Beneficiary, Trustor shall not do, or permit to be done, or omit to do, or permit the omission of, any act or thing, the doing of which or the omission of which would impair the security of this Deed of Trust.

b. All property of every kind acquired by Trustor after the date hereof which, by the terms hereof, is required or intended to be subjected to the lien of this Deed of Trust shall, immediately upon its acquisition and without any further conveyance, assignment, or transfer, become subject to the lien of this Deed of Trust. Nevertheless, Trustor will do all such further acts, and execute, acknowledge, and deliver all such further conveyances, mortgages, security agreements, and assurances as Beneficiary may reasonably require in order to confirm the lien of this Deed of Trust on the Property, the Improvements, and the Equipment, and Trustor shall pay all costs in connection therewith, including but not limited to Beneficiary's attorneys' fees and fees for filing or recording such instruments.

c. If any action or proceeding is instituted to evict Trustor or to recover possession of the Property or for any other purpose affecting this Deed of Trust or the lien of this Deed of Trust, Trustor shall deliver to Beneficiary a true copy of each precept, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings, and papers, however designated, served or received in such action or proceedings, immediately after Trustor receives them.

2.7 Further Encumbrance or Sale. Except as otherwise provided herein, without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole discretion for any reason or for no reason, Trustor shall not execute or deliver any pledge, security agreement, mortgage, deed of trust or other instrument of hypothecation, covering all or any portion of the Property nor sell, contract to sell, lease with option to purchase, convey, alienate, transfer or otherwise dispose of all or any portion of the Property, whether voluntarily or involuntarily, by operation of law or otherwise, and any act in contravention hereof shall constitute an Event of Default (without notice or passage of time). Trustor shall reimburse Beneficiary for all costs and expenses, including without limitation reasonable attorneys' fees, incurred by Beneficiary in connection with its review of Trustor's request for Beneficiary's consent to such a sale or other transfer pursuant to this Section.

2.8 Use of the Property. In the event Trustor desires to change the use of the Property or construct improvements on the Property, Trustor shall notify Beneficiary of such change of use or improvements. Trustor shall not destroy the outer walls, stairs, windows and roof of the building in making such changes.

2.9 Zoning and Private Covenants. Trustor will not initiate, join in, or consent to any change in any zoning ordinance or classification, any private restrictive covenant, or any other public or private restriction limiting or defining the uses of all or any part of the Property without Beneficiary's prior written consent. If the use of all or any part of the Property is or becomes a nonconforming use under applicable zoning provisions, Trustor will not cause or permit such use to be discontinued or abandoned without Beneficiary's prior written consent.

2.10 Cost of Defending Title to Property. If Beneficiary is made a party to any action affecting this Deed of Trust or the title to the Property, Trustor agrees that Beneficiary may at its option defend such action. If Beneficiary elects to defend, all court costs and reasonable expenses, including attorneys' fees and costs of evidence of title to the Property, shall be reimbursed by Trustor upon demand therefor and until then shall become part of the Indebtedness and be secured hereby.

2.11 Character of Property for Acceleration of Indebtedness Purposes. Trustor covenants, warrants, and represents that the transaction contemplated herein, and in the Note and in the Loan Documents, is solely a commercial transaction.

3. REPRESENTATIONS AND WARRANTIES

To induce Beneficiary to make the loan secured hereby, Trustor represents and warrants to Beneficiary, in addition to any representations and warranties in the Note or any Loan Documents, that as of the date hereof and throughout the term of the Indebtedness until the Indebtedness is paid in full and all obligations under this Deed of Trust and the other Loan Documents are performed:

3.1 Power and Authority. Trustor has full power and due authority to execute, deliver and perform this Deed of Trust, the Note, and all of the Loan Documents in accordance with their terms. Such execution, delivery and performance has been duly authorized by all necessary action and has been approved by each required governmental authority or other party, and the obligations of Trustor and every other party thereto under each are the legal, valid and binding obligations of each, enforceable by Beneficiary in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws applicable to the enforcement of creditors' rights generally.

3.2 No Default or Violations. No Event of Default (as defined hereafter) or event which, with notice or passage of time or both, would constitute an Event of Default has occurred and is continuing under this Deed of Trust, the Note, or any of the Loan Documents. Trustor is not in violation of any governmental requirement (including, without limitation, any applicable securities law) or in default under any agreement to which it is bound, or which affects it or any of its property, and the execution, delivery and performance of this Deed of Trust, the Note, or any of the Loan Documents in accordance with their terms. The use and occupancy of the Property will not violate any governmental requirement (including, without limitation, any applicable usury law), or conflict with, be inconsistent with or result in any default under, any of the representations or warranties, covenants, conditions or other provisions of any indenture, mortgage, deed of trust, easement, restriction of record, contract, document, agreement or instrument of any kind to which any of the foregoing is bound or which affects it or any of its property, except as identified in writing and approved by Beneficiary.

3.3 No Litigation or Government Controls. No proceedings of any kind are pending, or, to the knowledge of Trustor, threatened against or affecting Trustor, the Property (including any attempt or threat by any governmental authority to condemn or rezone all or any portion of the Property), or involving the validity, enforceability or priority of this Deed of Trust, the Note or any of the Loan Documents or enjoining or preventing or threatening to enjoin or prevent the use and occupancy of the Property or the performance by Trustor of its obligations hereunder. No rent controls, governmental moratoria or environment controls are presently in existence, or, to the knowledge of Trustor, threatened, affecting the Property, except as identified in writing to and approved by Beneficiary.

3.4 No Violation of Agreement by Trustor. The Note, this Deed of Trust, and the Loan Documents are valid and enforceable obligations of Trustor in accordance with their respective terms. Trustor further covenants and warrants that the Note, this Deed of Trust, and the Loan Documents, and the performance or observance by Trustor of any of the matters or things in the Note, this Deed of Trust, and the Loan Documents do not provide for or contravene any covenant in any indenture or agreement affecting Trustor.

4. ASSIGNMENT OF RENTS AND LEASES. As additional security for the payment of the Indebtedness, Trustor hereby presently and unconditionally assigns, transfers, and sets over to Beneficiary, all rents, profits, accounts, issues and income now or hereafter derived from the Property including all prepaid rent and security deposits (the "Rents") and all right, title, and interest of Trustor in and to any leases affecting the Property, any modifications or renewals of the Leases and all guaranties of any lessee's obligation under any such leases. Trustor reserves and Beneficiary grants to Trustor a license to collect the Rents. Upon default by and notice to Trustor and the lessees under any leases, all Rents shall be paid directly to Beneficiary. If an Event of Default occurs, and without regard to the adequacy of its security hereunder and without notice to or demand upon Trustor, Beneficiary shall thereafter have full and complete right and authority to demand, collect, receive, and receipt for the Rents, to take possession of the Property without having a receiver appointed, to rent and manage the Property from time to time, and to apply the net proceeds of the Rents to the Indebtedness until all delinquencies, advances, and the Indebtedness are paid in full or until Beneficiary obtains title to the Property through foreclosure or otherwise. Upon such default, Trustor hereby irrevocably authorizes and directs the lessee under any leases, upon receipt of notice from Beneficiary, to pay thereafter all Rents directly to Beneficiary. Upon the occurrence of an Event of Default, Beneficiary or the holder of the Certificate of Purchase (issued by the Trustee after the Trustee's Sale) may enforce its rights to the Rents by any appropriate civil suit or proceeding. Beneficiary or the holder of such Certificate of Purchase shall be entitled as a matter of right to a receiver for the Property without regard to the solvency or insolvency of Trustor or of the then owner of the Property or of the Property's value. Such receiver shall apply the Rents according to the law and the orders and directions of a court of competent jurisdiction. Neither the foregoing assignment of Rents to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property, unless and until Beneficiary, in person or by agent, obtains title to the Property. The appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor, or the entering into possession of the Property by such receiver, shall not be deemed to make Beneficiary a mortgagee-in-possession or otherwise responsible or liable in

any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any part of the Property.

5. EVENTS OF DEFAULT

Each of the following shall constitute an Event of Default (“**Event of Default**”) hereunder (including if Trustor consists of more than one person or entity the occurrence of any of such events with respect to any one or more of such person or entities):

5.1 Overdue Payment. Trustor fails to pay within fifteen (15) days after due, any sum required to be paid pursuant to the terms of the Note or this Deed of Trust.

5.2 Non-monetary Breach. Trustor commits any breach, not involving the payment of moneys, in the due observance or performance of any covenant, condition, or agreement contained in the Note or this Deed of Trust, and Trustor fails to cure such breach within thirty (30) days after Beneficiary gives written notice to Trustor of such breach.

6. REMEDIES

Upon the occurrence of any Event of Default, Beneficiary shall have the following rights and remedies:

6.1. Acceleration. Beneficiary may declare the entire principal amount of the Indebtedness then outstanding (if not then due and payable), and accrued and unpaid interest thereon, and all other sums or payments required thereunder, to be due and payable immediately, and notwithstanding the stated maturity in the Note, the principal amount of the Indebtedness and the accrued and unpaid interest thereon and all other sums or payments required thereunder shall thereupon become and be immediately due and payable, and the Indebtedness shall thereafter bear interest at a rate per annum equal to twelve percent (12%) (the “**Default Rate**”) from the due date until paid and payment of such default interest shall be secured by this Deed of Trust.

6.2 Entry. Irrespective of whether Beneficiary exercises the option provided in Section 6.1 above, Beneficiary in person or by agent or by court-appointed receiver may enter upon, take possession of, manage and operate the Property or any part thereof and do all things necessary or appropriate in Beneficiary's sole discretion in connection therewith, including without limitation making and enforcing, and if the same be subject to modification or cancellation, modifying or canceling leases upon such terms or conditions as Beneficiary deems proper, obtaining and evicting tenants, and fixing or modifying Rents, contracting for and making repairs and alterations, and doing any and all other acts which Beneficiary deems proper to protect the security thereof, including taking any remedial measures resulting from the actual or threatened release of hazardous materials on the Property, in which event the decision of Beneficiary as to whether there exists an actual or threatened release of hazardous materials shall be deemed reasonable and conclusive; and either with or without so taking possession, in its own name or in the name of Trustor, sue for or otherwise collect and receive 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. Upon request of Beneficiary, Trustor shall assemble and make available to Beneficiary at the site of the real property encumbered hereby any of the Property which has been removed therefrom. The entering upon and taking possession of the Property, or any part thereof, and the collection of any Rents and the application thereof as aforesaid shall not cure or waive any default theretofore or thereafter occurring or affect any notice or default hereunder or invalidate any act done pursuant to any such default or notice. Notwithstanding continuance in possession of the Property or any part thereof by Beneficiary, Trustor or a receiver, and notwithstanding the collection, receipt and application of the Rents, Beneficiary shall be entitled to exercise every right provided for in this Deed of Trust, any other Loan Document or by law or in equity upon or after the occurrence of an Event of Default, including without limitation the right to exercise the power of sale. Any of the actions referred to in this Section may be taken by Beneficiary irrespective of whether any notice of default of election to sell has been given hereunder and without regard to the adequacy of the security for the indebtedness hereby secured.

6.3 Receiver. Beneficiary shall have the right, with the irrevocable consent of Trustor hereby given and evidenced by the execution of this Deed of Trust, to obtain appointment of a receiver by any court of competent jurisdiction without further notice to Trustor, which receiver shall be authorized and empowered to enter upon and take possession of the Property, including all personal property used upon or in connection with the real property herein conveyed and all bank accounts encumbered by this Deed of Trust or the Loan Documents and containing funds associated with the Property, to let the Property, to receive all the Rents due or to become due, and apply the Rents after payment of all necessary charges and expenses to reduction of the Indebtedness. Trustor hereby assigns the Rents to Beneficiary as additional security for the Indebtedness, together with all documents evidencing the Rents. At the option of Beneficiary, the receiver shall accomplish such entry and taking possession of the Property by actual entry and possession or by notice to Trustor. The receiver so appointed by a court of competent jurisdiction shall be empowered to issue receiver's certificates for funds advanced by Beneficiary for the purpose of protecting the value of the Property as security for the Indebtedness. The amounts evidenced by receiver's certificates shall bear interest at the Default Rate and may be added to the cost of redemption if the owners of the Property, Trustor, or a junior lienholder redeems at the Trustee's Sale.

6.4 Power of Sale. If any Event of Default occurs, Beneficiary is authorized and empowered, without further notice, to execute or cause the Trustee to execute a written notice of default and of election to cause the Property to be sold as required by law or as otherwise provided herein, and the Trustee shall file such notice for record in each county wherein the Property or any part thereof is situated. After such filing, the Trustee may lawfully foreclose and shall foreclose the lien of this Deed of Trust, and sell and dispose of the Property in masse or in separate parcels (as Beneficiary may elect) and all the right, title, and interest of Trustor therein, at a public auction at any place then authorized by law as may be specified in the notice of such sale, for the price permitted by law (the "**Trustee's Sale**"), legally required public notice having previously been given of the time and place of such sale. The Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he

deems expedient in accordance with applicable law, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given as required by law. Trustee shall execute and deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof, not then repaid, with accrued interest as provided herein from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

6.5 Election to Foreclose as a Mortgage. Upon the occurrence of an Event of Default, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be fixed by the court. Trustor hereby waives all rights to the marshaling of Trustor's assets encumbered by this Deed of Trust to the fullest extent permitted by law, including the Property, and all rights to require the Property to be sold in several parcels. The proceeds or avails of such a sale pursuant to the foreclosure of this Deed of Trust as a mortgage shall first be applied to pay all reasonable fees, charges, costs of conducting such sale and advertising the Property, and attorneys' fees as herein provided, second to pay to Beneficiary the then outstanding amount of the Indebtedness with interest at the rate set forth in the Note, and third to the person so entitled. Beneficiary may purchase all or any part of the Property at such sale. Any purchaser at such sale shall not be responsible for the application of the purchase money. During any redemption period subsequent to such sale, the amount of Beneficiary's bid entered at such sale shall bear interest at the Default Rate.

6.6 Attorneys' Fees in the Event of Foreclosure. If this Deed of Trust is foreclosed by the Trustee, the Trustee shall allow a reasonable amount of attorneys' fees for services rendered in the supervision of such foreclosure proceedings as a part of the cost of foreclosure. If the foreclosure proceedings are made through court proceedings, attorneys' fees in an amount determined by the court to be reasonable shall be taxed by the court as a part of the cost of such foreclosure proceedings.

6.7 Waiver of Right to Marshall Assets. Trustor, for itself and for all persons hereafter claiming through or under it or who may at any time hereafter become holders of liens junior to the lien of this Deed of Trust, hereby expressly waives and releases all rights to direct the order in which any of the Property shall be sold and to have the Property and any other property now or hereafter constituting security for the Indebtedness marshalled upon any foreclosure of the lien of this Deed of Trust. Beneficiary shall have the right to sell the Property as a whole or in separate parcels.

6.8 Beneficiary's Remedies Cumulative. Each right, power, and remedy herein conferred upon Beneficiary or the Trustee is cumulative of every other right or remedy of Beneficiary or the Trustee, whether conferred herein or by law, and may be enforced concurrently.

7. MISCELLANEOUS

7.1 Severability of Clauses. If any term, covenant, condition, or provision of this Deed of Trust is held to be invalid, illegal, or unenforceable, this Deed of Trust shall be construed without such provision.

7.2 Notices. Notices made or given by the Parties must be in writing and may be served personally or by certified mail, return receipt requested, postage prepaid, or by another commercially recognized means of delivery, addressed at the addresses specified above. Notices shall be deemed effective upon the receipt thereof.

7.3 Waiver. Failure by Beneficiary to insist upon the strict performance of any covenant, agreement, term, or condition of this Deed of Trust or to exercise any right or remedy consequent upon a breach thereof shall not constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No covenant, agreement, term, or condition in this Deed of Trust and no breach thereof, may be waived, altered, or modified except by a written instrument executed by Beneficiary. The waiver of any breach shall not affect or alter this Deed of Trust, but each and every covenant, agreement, term, and condition of this Deed of Trust shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.4 Inspection of Property. Beneficiary and its authorized representatives may enter and inspect all portions of the Property upon reasonable notice and at all reasonable times (subject to the rights of lessees and other occupants of the Property).

7.5 Binding Effect. This Deed of Trust shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. If Trustor is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

7.6 Applicable Law. This Deed of Trust shall be governed by the laws of the State of Utah as such laws are applied to agreements between Utah residents entered into and to be performed entirely within the State of Utah.

7.7 Beneficiary Not Partner of Trustor; Trustor to Indemnify Beneficiary. The exercise by Beneficiary of any of its rights, privileges or remedies conferred hereunder or under the Note or any other Loan Documents or under applicable law, shall not be deemed to render Beneficiary a partner or a co-venturer with Trustor or with any other person. Any and all of such actions will be exercised by Beneficiary solely in furtherance of its role as a secured lender advancing funds for use by Trustor as provided in this Deed of Trust. Trustor shall indemnify Beneficiary against any claim by any third party for any injury, damage or liability of any kind arising out of any failure of Trustor to perform its obligations in this transaction, shall notify Beneficiary of any lawsuit based on such claim, and at Beneficiary's election, shall defend Beneficiary therein at Trustor's own expense by counsel satisfactory to Beneficiary or shall pay Beneficiary's costs and attorneys' fees if Beneficiary chooses to defend itself on any such claim.

7.8 Entire Agreement. Once the Note, this Deed of Trust, and all of the other Loan Documents, if any, have been executed, all of the foregoing constitutes the entire agreement between the parties hereto and none of the foregoing may be modified or amended in any manner other than by supplemental written agreement executed by the parties hereto; provided, all written and oral representations of Trustor, and of any partner, principal or agent of Trustor, previously made to Beneficiary shall be deemed to have been made to induce Beneficiary to make the loan secured hereby and to enter into the transaction evidenced hereby and shall survive the execution hereof and the closing pursuant hereto.

7.9 Writing Required. No waiver, change, amendment, modification, cancellation, or discharge of any provision of this Deed of Trust, or any part hereof, will be valid unless in writing and signed by the parties hereto.

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

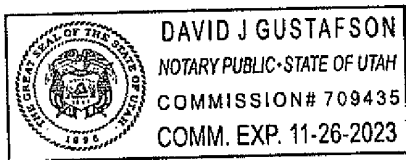
IN WITNESS WHEREOF, this Deed of Trust has been executed by Trustor as of the day and year first above written.

TRUSTOR: 433 south 400 east LLC, a Utah limited liability company

By: [Signature]
MARTHES SOLAMUTHU, Member

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing DEED OF TRUST WITH ASSIGNMENT OF RENTS was acknowledged before me this 15th day of June 2021, by Marthes Solamuthu, a Member of 433 south 400 east LLC.

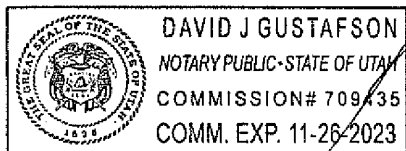


[Signature]
NOTARY PUBLIC

By: [Signature]
PRABHA NAGENTHRAM, Member

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing DEED OF TRUST WITH ASSIGNMENT OF RENTS was acknowledged before me this 15th day of June 2021 by Prabha Nagenthram, a Member of 433 south 400 east LLC.



[Signature]
NOTARY PUBLIC

Exhibit "A" to Deed of Trust

The following property, located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL 1 (Tax ID No. 16-06-406-017):

Commencing at a point 46 ¼ feet North of the Southwest corner of Lot 4, Block 34, Plat "B", Salt Lake City Survey; thence North 36 ¼ feet; thence East 165 feet; thence South 36 ¼ feet; thence West 165 feet to the place of beginning.

PARCEL 2:

Together with a perpetual right of way over the following:

Commencing at a point 38 ¼ feet North of the Southwest corner of said Lot 4; thence North 8 feet; thence East 165 feet; thence South 8 feet; thence West 165 feet to the place of beginning.

PARCEL 3 (Tax ID. No. 16-06-406-008):

Commencing 37 feet South and 6 rods East from the Northwest corner of Lot 4, Block 34, Plat "B", Salt Lake City, Survey; and running thence South 45.5 feet; thence East 4 rods; thence North 45.5 feet; thence West 4 rods to the place of beginning.

PARCEL 4:

Together with a right of way over the following:

Beginning 82.5 feet South from the Northwest corner of said Lot 4; and running thence North 10 feet; thence East 6 rods; thence South 10 feet; thence West 6 rods to the point of beginning.