

Transaction No. ZFN-3411107

WHEN RECORDED, RETURN TO:

Zions Bancorporation, N.A.
Attn: ZTC4 1880 – File Management
7860 South Bingham Junction Blvd
Midvale, UT 84047
177805-CAU

01229360 B: 2844 P: 0341

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Rhonda Francis Summit County Recorder

12/23/2024 08:11:36 AM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.
Electronically Recorded

ASSIGNMENT OF LEASES

TIN-LRASP-1

This Assignment of Leases (“Assignment”) is made and entered into as of December 19, 2024 (the “Closing Date”), between Liberty Ranch at Star Point, LLC, a Utah limited liability company (“Borrower”), and Zions Bancorporation, N.A., dba Zions First National Bank (“Bank”).

RECITALS

A. Pursuant to the terms of a Bank Loan Agreement dated as of December 1, 2024 (as amended, modified or supplemented from time to time, the “Bank Loan Agreement”), Borrower has requested that Bank make a loan (the “Bank Loan”) to Utah Housing Corporation, an independent body politic and corporate, constituting a public corporation organized and existing under the laws of the State of Utah, together with its successors and assigns (“Agency”), the proceeds of which will be used by Agency to make a loan to Borrower (the “Agency Loan”) pursuant to the terms of that certain Borrower Loan Agreement, dated as of December 1, 2024, by and between the Borrower and Agency (as amended, modified or supplemented from time to time, the “Agency Loan Agreement”). The Bank Loan and the Agency Loan shall be collectively referred to herein as the “Loan.” The Agency Loan will be evidenced by that certain Borrower Note dated December 1, 2024, in the original principal amount of Eleven Million Dollars (\$11,000,000.00) (as amended, modified or supplemented from time to time, the “Note”). The Borrower’s obligations under the Note and the Agency Loan Agreement are secured by Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing (the “Trust Deed”). The Note, the Agency Loan Agreement, the Bank Loan Agreement, the Trust Deed, that certain Continuing Covenant Agreement dated as of the Closing Date (as amended, modified or supplemented from time to time, the “Continuing Covenant Agreement”), and any of the other documents evidencing or related to the Loan are collectively referred to as the “Loan Documents.” Other capitalized terms used but not defined in this Assignment will have the meanings given to those terms in the Continuing Covenant Agreement.

B. This Assignment also secures all obligations of Borrower to Bank arising now or in the future under or in connection with any interest rate derivative transactions, including without limitation, rate swaps, basis swaps, forward rate transactions, commodity swaps, commodity options, equity or equity index swaps, equity or equity index options, bond options, interest rate options, foreign exchange transactions, cap transactions, floor transactions, collar transactions, forward transactions, currency swap transactions, cross-currency rate swap transactions, currency options or any other similar transaction (including any option with respect to any of these transactions) or any combination thereof, whether linked to one or more interest rates, foreign

currencies, commodity prices, equity prices or other financial measures, including without limitation, any interest rate hedging transactions under any ISDA Master Agreement and Schedule thereto entered into between Borrower and Bank, and all Confirmations (as such term is defined in such ISDA Master Agreement) between Borrower and Bank executed in connection therewith, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for any of the foregoing (collectively, the "Hedging Transaction").

C. There have been and/or may be lease agreements entered into by Borrower and tenants of the Project, and other leases affecting the Project, or any building or improvement located on the Property, all subject to the terms and conditions of the Loan Documents.

D. Bank desires and Borrower agrees to further secure the Note and the Continuing Covenant Agreement with an assignment of the leases.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Borrower and Bank agree as follows:

1. Assignment. Borrower hereby absolutely and unconditionally assigns and transfers unto Bank all right, title, and interest of Borrower in and to all leases of the Project or any portion of the Project, now existing or hereafter created, together with all rents, subrents and other amounts received for the use of all or any portion of the Property or the Improvements, including without limitation, any and all rental agreements and arrangements of any kind for all or any portion of the Project now owned or hereafter acquired, and all proceeds from such leases, rents, subrents and other amounts received for the use of all or any portion of the Property or the Improvements, now or hereafter existing or entered into, together with all right, title and interest of Borrower in and to all other leases or subleases covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all security deposits made by the lessees thereunder (the "Lessee" or "Lessees") and together with all extensions, renewals, modifications or replacements thereof, as well as all guaranties of Lessee's obligations under any provisions thereof and under any and all extensions and renewals thereof (collectively the "Lease").

2. License to Collect. This Assignment shall inure to the benefit of Bank, its successors and assigns for the payment of the principal and interest provided to be paid in or by the Note, any amounts owing under the Hedging Transaction, the performance of the agreements of Borrower contained in the Continuing Covenant Agreement and the Trust Deed, and the performance of the agreements of Borrower contained in the Loan Documents and any other document evidencing, securing, or relating to the disbursal or administration of the proceeds of the Note or any amounts owing under the Hedging Transaction (all of which agreements and obligations are collectively referred to as the "Obligation"), reserving to Borrower, however, a revocable, temporary right and license only to collect, except as hereinafter provided, the rents, income, and profits accruing by virtue of the Lease as they respectively become due (the "License"), but not in advance, and to enforce the agreements of the Lease, as long as Borrower does not default under the Obligation, or this Assignment.

3. Bank as Creditor of Lessee. Bank, and not Borrower, shall be the creditor of each Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Lessee. Bank, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Bank shall have the option to apply any monies received by Bank as such creditor towards the reduction of the principal or interest of the Obligation as Bank may elect.

4. Default Remedies of Bank. If there is an Event of Default by Borrower on the Obligation or a default under this Assignment, and until such Event of Default or default shall have been fully cured, the License of Borrower to collect rents, income, and profits shall cease and terminate. Bank would thereby be authorized at its option to enter and take possession of all or part of the Project, and to perform all acts necessary for the operation and maintenance of the Project in the same manner and to the same extent that Borrower might reasonably so act. In furtherance thereof, Bank shall be authorized, but shall be under no obligation, to collect the rents, income, and profits arising from the Lease, and to enforce performance of any other terms of the Lease including, but not limited to, Borrower's rights to fix or modify rents in accordance with Section 42 of the Internal Revenue Code of 1986, as amended, and any and all other laws, rules, regulations, agreements and covenants related to the Project's low-income housing tax credits, sue for possession of the Project, or any part thereof, relet all or part of the Project, and collect all rents, income, and profits under such new lease. Bank shall, after payment of all proper costs, charges, and any damages, apply the net amount of income to the sums then due to Bank under the Obligation as set forth in the Continuing Covenant Agreement. Bank shall have sole discretion as to the manner in which such net income is applied, and the items that shall be credited thereby.

5. Termination of Assignment. When Bank has been paid for the full amount of the Obligation and such payment is evidenced by a recorded satisfaction or release of the Trust Deed, this Assignment shall no longer be in effect and shall be void. Upon the payment in full of the Obligation, Bank shall record a release of this Assignment against the Property.

6. Notice to Lessees of Borrower's Default. Borrower shall irrevocably authorize each Lessee, upon demand and notice from Bank of Borrower's default under the Obligation, to pay all rents, income, and profits under the Lease to Bank. In such situation, Bank shall not be liable to Lessee for the determination of the actual existence of any default claimed by Bank. Lessees shall have the right to rely upon any such notices of Bank that Lessees shall pay all rents, income, and profits to Bank, without any obligation or right to inquire as to the actual existence of the default, notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against Lessees for any rents paid by Lessees to Bank. Upon the curing of all defaults caused by Borrower under the Obligation, the Trust Deed, this Assignment, and any other Loan Document, Bank shall give Lessees written notice of such cure, and thereafter, until further notice from Bank, Lessees shall pay the rents, income, and profits to Borrower.

7. Assignment of Borrower's Interest in Lease. Bank shall have the right to assign Borrower's right, title, and interest in the Lease to any subsequent holder of the Trust Deed and to

any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Borrower shall have been barred and foreclosed of all right, title, interest, and equity of redemption in the premises, no assignee of Borrower's interest in the Lease shall be liable to account to Borrower for the rents, income and profits thereafter accruing.

8. Indemnification of Bank. Borrower shall pay, protect, defend, indemnify and hold Bank harmless of and from any and all liability, loss, or damage that Bank may incur under the Lease or by reason of this Assignment other than such liability, loss, or damage as may be occasioned by Bank's gross negligence or willful misconduct. Such indemnification shall also cover any and all claims that may be asserted against Bank by reason of any alleged obligation to be performed by Bank under the Lease or this Assignment. Nothing in this paragraph shall be construed to bind Bank to the performance of any Lease provisions, or to otherwise impose any liability upon Bank including, without limitation, any liability under the Lease's covenant of quiet enjoyment in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Trust Deed and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment shall not impose liability upon Bank for the operation and maintenance of the premises or for carrying out the Lease terms before Bank has entered and taken possession of the premises. Any loss or liability incurred by Bank by reason of actual entry and taking possession under the Lease or this Assignment or in the defense of any claims shall, at Bank's request, be reimbursed by Borrower. Such reimbursement shall include interest at the default rate set forth in the Note, costs, expenses, and reasonable attorneys' fees. Bank may, upon entry and taking of possession, collect the rents, income, and profits, and apply them toward reimbursement for the loss or liability.

9. Quality of Borrower's Title to Lease. Borrower represents itself to be the absolute owner of the Lease, with absolute right and title to assign it and the rents, income, and profits due or to become due thereunder; that the Lease is valid, in full force and effect, and has not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the rents, income, and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of any party; that Lessees have no defense, setoff or counterclaim against Borrower, that Lessees are in possession and paying rent and other charges under the Lease as provided therein; and that no rents, income, and profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Lease. Borrower covenants not to cancel, abridge, surrender, or terminate the Lease or change, alter, or modify it, either to reduce the amount of the rents, income, and profits payable thereunder, or otherwise change, alter, abridge or modify the Lease, or make any subsequent assignment of the Lease, or consent to subordination of the interest of any Lessee in the Lease without the prior written consent of Bank. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, or subordination of the Lease without the written consent of Bank shall be null and void.

10. Delivery of Necessary Instruments to Bank. Borrower shall execute and deliver to Bank and hereby irrevocably appoints Bank, its successors, and assigns as its attorney in fact to execute and deliver during the term of this Assignment, all further instruments as Bank may deem

necessary to make this Assignment and any further assignment effective. The power hereby granted is coupled with an interest in the Project and is irrevocable.

11. Transfer of Title to Lessees; Cancellation of Lease. The Lease shall remain in full force and effect despite any merger of Borrower's and any Lessee's interest thereunder. In the event the Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Bank to be applied, at the election of Bank, to reduce the amount of the principal of the Obligation in the inverse order of maturity or to be held in trust by Bank as further security without interest for the payment of the principal and interest provided to be paid on the Obligation.

12. Form of Lease. Prior to leasing any portion of the Project to a tenant, Bank shall have approved the form of lease for such portion of the Project. Borrower shall not modify the form of lease without the written consent of Bank. Nor shall Borrower consent to any Lease assignment or subletting, nor agree to a subordination of the Lease to any mortgage or other encumbrance, other than that of Bank, now or hereafter affecting the Project without Bank's prior written consent. Borrower shall not permit a material alteration of or addition to the Project by any Lessee without Bank's prior written consent unless the right to alter or enlarge is expressly reserved by such Lessee in the Lease.

13. Borrower to Ensure Continued Performance under Lease. Borrower shall not execute any other assignment of the Lease, of any interest therein, or of any rents payable thereunder. Borrower shall perform all of its covenants as Lessor under the Lease, and shall not permit to occur any release of liability of any Lessee, or any withholding of rent payments by any Lessee. Bank shall promptly receive from Borrower copies of all notices of default Borrower has sent to any Lessee. Borrower shall, at Bank's request, enforce the Lease and all remedies available to Borrower thereunder upon any Lessee's default thereunder.

14. Changes in Obligation Terms. Notwithstanding any variation of the terms of the Obligation and/or the Trust Deed including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the real property subject to the Trust Deed, the Lease and the benefits hereby assigned shall continue as additional security in accordance with the terms of this Assignment.

15. Additions to and Replacement of Obligation. Bank may take security in addition to the security already given Bank for the payment of the principal and interest provided to be paid in or by the Obligation or by the Trust Deed or release such other security, and may release any party primarily or secondarily liable on the Obligation, may grant or make extensions, renewals, modifications, or indulgences with respect to the Obligation or Trust Deed and replacements thereof, which replacement of the Obligation or Trust Deed may be on the same or on terms different from the present terms of the Obligation or Trust Deed, and may apply to any other security thereof held by it to the satisfaction of the Obligation, without prejudice to any of its rights hereunder.

16. Future and Additional Leases. This Assignment shall apply and be effective with respect to any and all leases entered into by Borrower and any lessee which may cover or affect any portion of the Project, which lease(s) may be entered into at any time during the period the Obligation remains outstanding and secured by the Trust Deed, regardless of whether such lease(s) is/are in effect on the date this Assignment is executed. Upon the written request of Bank, Borrower shall give Bank prompt notice and provide Bank with a copy of any lease covering any portion of the Project it enters into, if the lease is not listed in this Assignment or is not in effect on the date of this Assignment. Upon notice from Bank to that effect, such lease shall be deemed included in this Assignment as though originally listed therein, and shall be subject to this Assignment in all respects.

17. Exercise of Bank's Rights. Bank's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Bank's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Bank has under the Obligation and Trust Deed. Bank's rights and remedies hereunder may be exercised as often as Bank deems expedient.

18. Amendment, Modification, or Cancellation of Assignment. No amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be enforceable without Bank's prior written consent.

19. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Bank:	Zions First National Bank Real Estate Banking Group One South Main Street, Suite 400 Salt Lake City, Utah 84133 Attn: R. Elias Doty
With copies to:	Kirton McConkie 50 East South Temple, Suite 400 Salt Lake City, Utah 84111 Attn: John B. Lindsay
Borrower:	Liberty Ranch at Star Point, LLC c/o Cowboy Partners 6440 South Wasatch Boulevard, Suite 100 Salt Lake City, Utah 84121 Attn: Lee Dial

With copies to: Poole & Associates, L.C.
4543 South 700 East, Suite 200
Murray, Utah 84107
Attn: Dennis K. Poole

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 19.

20. Binding Effect. All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Borrower and Bank.

21. Governing Law. This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

22. Attorneys' Fees. Upon the occurrence of an Event of Default, Bank may employ an attorney or attorneys to protect Bank's rights under this Assignment, and Borrower shall pay Bank reasonable attorneys' fees and costs actually incurred by Bank, whether or not action is actually commenced against Borrower by reason of such breach. Borrower shall also pay to Bank any attorneys' fees and costs incurred by Bank with respect to any insolvency or bankruptcy proceeding or other action involving Borrower or any guarantor as a debtor. If Bank exercises the power of sale contained in the Trust Deed or initiates foreclosure proceedings, Borrower shall pay all costs incurred and attorneys' fees and costs as provided in the Trust Deed.

23. Integrated Agreement and Subsequent Amendment. This Assignment, the other Loan Documents, and the other agreements, documents, obligations, and transactions contemplated by this Assignment, constitute the entire agreement between Bank and Borrower with respect to the subject matter of these agreements, and may not be altered or amended except by written agreement signed by Bank and Borrower. PURSUANT TO UTAH CODE SECTION 25-5-4, BORROWER IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN BANK AND BORROWER AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

All prior and contemporaneous agreements, arrangements and understandings between the parties to this Assignment as to the subject matter of this Assignment, are, except as otherwise expressly provided in this Assignment, rescinded.

24. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Assignment shall be sufficient for all purposes without producing or accounting for any other counterpart.


25. Defined Terms. Unless otherwise defined in this Assignment, capitalized terms used herein have the meanings given them in the Continuing Covenant Agreement.

BORROWER

LIBERTY RANCH AT STAR POINT, LLC,
a Utah limited liability company


By: Liberty Ranch Partners, LLC,
a Utah limited liability company
Its: Manager

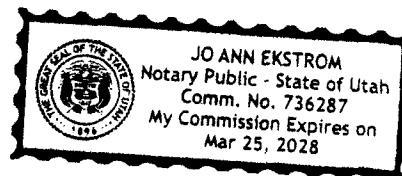
By: Cowboy Partners, L.C.,
a Utah limited liability company
Its: Manager

By: 
Lee Dial
Its: Executive Vice President & COO

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me this 19 day of December, 2024, by Lee Dial, Executive Vice President & COO of Cowboy Partners, L.C., a Utah limited liability company, Manager of Liberty Ranch Partners, LLC, a Utah limited liability company, Manager of Liberty Ranch at Star Point, LLC, a Utah limited liability company.


NOTARY PUBLIC
Residing at: Salt Lake City



4861-7611-5453

BANK

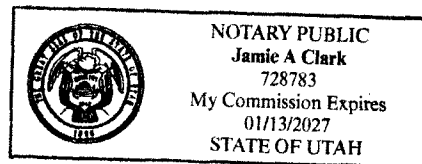
ZIONS BANCORPORATION, N.A.,
dba Zions First National Bank

By: R. Elias Doty
R. Elias Doty, Vice President

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

The foregoing instrument was acknowledged before me this 18 day of December, 2024, by R. Elias Doty, Vice President of Zions Bancorporation, N.A., dba Zions First National Bank.

J. A. Clark
NOTARY PUBLIC
Residing at: Salt Lake



4861-7611-5453

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

Lot 1, LIBERTY RANCH AT STAR POINT, according to the official plat thereof, as recorded July 9, 2024 as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, State of Utah.

PARCEL 1A:

The non-exclusive easement for locating, constructing, improving, grading, landscaping and other necessary work, appurtenant to Parcel 1, as created in and governed by that certain Temporary Construction Easement recorded November 8, 2023 as Entry No. 1212129 in Book 2800 at Page 902 in the office of the Summit County Recorder, State of Utah, as corrected and amended by that certain Corrective Temporary Construction Easement recorded December 20, 2024 as Entry No. 1229343 in Book 2844 at Page 172 in the office of the Summit County Recorder, State of Utah, over, through, and under the following described tract:

Beginning at the Northeast corner Lot 1, LIBERTY RANCH AT STAR POINT, as recorded July 9, 2024, as Entry No. 1222337 in Book 2824 at Page 1907 in the office of the Summit County Recorder, and running thence South 89°35'56" East 12.00 feet; thence South 00°16'14" West 558.90 feet to a point on the arc of a 458.60 foot non tangent radius curve to the left; thence Northwesterly along the arc of said curve through a central angle of 01°44'27" a distance of 13.93 feet, chord bears North 59°11'16" West 13.93 feet to the Southeast corner of said Lot 1; thence North 00°16'14" East 551.84 feet along the East line of said Lot 1 to the point of beginning.

Tax Id No.: LRASP-1