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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 26 P.

UPON
RECORDATION RETURN TO:

Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Adriana A. Vesce, Esq.

APN(s): 15-01-479-023

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(Above space reserved for Recorder's use)

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

Date of Agreement: July 9, 2020

"Trustor" of Agreement: 650 MAIN BUILDING, LLC

Trustor's Address: 1980 Post Oak Boulevard, Suite 1600
Houston, Texas 77056

"Trustee" of Agreement: CHICAGO TITLE INSURANCE COMPANY

Trustee's Address: 609 Main Street, Suite 2350
Houston, Texas 77002

"Beneficiary" of Agreement: QUADREAL FINANCE INC.

Beneficiary's Address: 1515 Douglas Street, Suite 330
Victoria BC V8W 2G4
Canada

Legal description of property: See the legal description on the attached **Exhibit A**.

THIS SECURITY INSTRUMENT CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE UTAH UNIFORM COMMERCIAL CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH PROPERTY AND THE PROCEEDS THEREOF. FOR PURPOSES OF THE SECURITY INTEREST OR LIEN CREATED HEREBY, BENEFICIARY IS THE "SECURED PARTY" AND TRUSTOR IS THE "DEBTOR." TRUSTOR IS THE OWNER OF THE PROPERTY DESCRIBED HEREIN.

650 MAIN BUILDING, LLC, a Texas limited liability company
(Trustor)

to

CHICAGO TITLE INSURANCE COMPANY
(Trustee)

for the benefit of

QUADREAL FINANCE INC., a Canadian federal corporation
(Beneficiary)

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

Dated: As of July 9, 2020
Location: 650 Main
Salt Lake City, Utah
County: Salt Lake

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this “**Security Instrument**”) is made as of this July 9, 2020, by **650 MAIN BUILDING, LLC**, a Texas limited liability company, with an address of 1980 Post Oak Boulevard, Suite 1600, Houston, Texas 77056 (“**Trustor**”), as trustee, to **CHICAGO TITLE INSURANCE COMPANY**, as trustee, with an address of 609 Main Street, Suite 2350, Houston, Texas 77002 (“**Trustee**”), for the benefit of **QUADREAL FINANCE INC.**, a Canadian federal corporation, having an address at 1515 Douglas Street, Suite 330, Victoria BC V8W 2G4, Canada (together with its successors and assigns, including any successor or replacement, “**Beneficiary**”), as beneficiary.

In consideration of the Indebtedness herein recited, and in further consideration of the premises and for the purposes herein recited, and to secure the payment, performance and observance by Trustor of the Indebtedness secured hereby and the trust herein created, Trustor does hereby grant, convey, bargain, sell, transfer, assign and set over to Trustee and Trustee’s successors and assigns, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit and security of Beneficiary, as beneficiary, all of the right, title and interest of Trustor in and to the following described land, real property interests, buildings, improvements, fixtures (collectively, the “**Property**”), in each case, to the extent Trustor has an interest in such Property and such Property is assignable; provided that in no event shall the Property include the Protected Tradenames:

(a) All of the land located in Salt Lake City, Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and made a part hereof (the “**Premises**”);

(b) All the improvements now or hereafter erected on the Premises (the “**Improvements**”), and all easements, rights of way, appurtenances, uses, servitudes, licenses, tenements, hereditaments, rents, royalties, mineral, oil and gas rights and profits, waters, water rights, and water stock, and any and all fixtures, goods, chattels, equipment and articles of personal property of every kind and character, including any replacements, additions, substitutions therefore, now or at any time in the future owned by Trustor and affixed to or placed upon or used in connection with the occupancy, enjoyment and operation of the Premises all of which are hereby declared and shall be deemed to be a portion of the security for the Indebtedness herein described and to be subject to the lien of this Security Instrument, including but not limiting the generality of the foregoing, all heating, lighting, incinerating, power and total energy equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigeration, ventilating, and communications apparatus, air cooling and air conditioning apparatus, elevators, escalators, wall to wall carpeting, shades, awnings, screens, storm doors and windows, attached cabinets, partitions, ducts and compressors, and such other goods, chattels, and equipment as are adapted to the complete and comfortable use, enjoyment and occupancy of the Property, excluding any of the aforesaid which is owned by any tenant of any individual space leased to such tenant and which according to the terms of any applicable lease may be removed by such tenants at the expiration or termination of said lease;

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulfur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements;

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions (“**Leases**”) relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such Leases;

(e) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Security Instrument; and any manufacturer’s warranties with respect thereto;

(f) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements;

(g) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit, which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally; and any builder’s or manufacturer’s warranties with respect thereto;

(h) All assignable rights related solely to the Premises under the insurance policies pertaining to the Premises or Improvements and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the

construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact;

(i) All books and records pertaining to any and all of the property described above, including computer readable memory and any computer hardware or software necessary to access and process such memory;

(j) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above;

(k) All “**Equipment**” as that term is defined in the Code (as defined below);

(l) All “**Goods**” as that term is defined in the Code; and

(m) All “**Accounts**” as that term is defined in the Code.

TO HAVE AND HOLD the Property unto the Trustee and the Trustee’s successors and assigns, in trust, for the benefit of Beneficiary to secure the obligations of Trustor under the Note (defined below), the Loan Agreement (defined below) and the other Loan Documents (as defined in the Loan Agreement) and all Indebtedness secured hereby and upon this special trust: that should the Indebtedness secured hereby be paid according to the tenor and effect thereof when the same shall be due and payable and should the Trustor timely and fully discharge its obligations hereunder, then this Security Instrument and all the rights granted by this Security Instrument shall be released by Trustee and/or Beneficiary according to the provisions of applicable law.

Trustor hereby grants to the Beneficiary a security interest in all of the property described in paragraphs (b) through (m) above which constitutes personal property or fixtures and all proceeds and products thereof, and all supporting obligations ancillary to or arising in any way in connection with therewith (herein sometimes collectively called the “**Collateral**”) to secure the Indebtedness. In addition to its right hereunder or otherwise, Beneficiary shall have all of the rights of a secured party under the Code, or under the Uniform Commercial Code in force in any other state to the extent the same is applicable law.

TO SECURE TO Beneficiary the following obligations (the “**Indebtedness**”):

(1) payment of the loan (the “**Loan**”) from Beneficiary to Trustor evidenced by that certain Promissory Note of even date herewith in the stated principal amount of up to Eighty-Nine Million Five Hundred Thousand and No/100 Dollars (\$89,500,000.00), made by Trustor and payable to the order of Beneficiary (as the same may be amended, supplemented, renewed or replaced from time to time, together with any additional promissory notes executed and delivered by the Trustor in connection with the Loan Agreement (as defined below) from time to time, the “**Note**”), and all principal, interest, breakage fees, prepayment fees, if any, and other charges, Late Charges, loan fees, extension fees, and all other obligations of Trustor to Beneficiary arising under or evidenced by (i) the Note, (ii) that certain Construction Loan Agreement of even date herewith between Trustor and Beneficiary (as the same may be amended or modified from time to time, the “**Loan Agreement**”), and (iii) the other Loan Documents, which Note, Loan Agreement and other Loan Documents and any and all modifications, extensions, renewals and replacements thereof are by this reference hereby made a part hereof;

(2) payment of all sums advanced by Beneficiary to protect the Property pursuant to the provisions of the Loan Documents, with interest thereon as more particularly set forth herein and therein;

(3) payment of all other sums, with interest thereon, which may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, or its successors or assigns when evidenced by a promissory note or notes or other instrument(s) executed by Trustor reciting that they are secured by this Security Instrument;

(4) performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Agreement and in the other Loan Documents, and all supplements, amendments and modifications thereto and all extensions and renewals thereof;

(5) performance of every obligation, covenant and agreement of Trustor contained in any instrument, agreement or document now or hereafter executed by Trustor which evidence an obligation of Trustor to Beneficiary; and

(6) all obligations and liabilities of Trustor under Hedging Contracts entered into after the recordation of this Security Instrument.

All initially capitalized terms used herein without definition are as defined in the Loan Agreement.

The Trustor covenants, agrees and stipulates to and with the Beneficiary as follows:

1. **TITLE TO PROPERTY.** Subject to the Permitted Exceptions, Trustor represents and warrants that it is seized and possessed of the Premises (and any Improvements and fixtures not owned by a tenant under a Lease) in fee simple and has title to any appurtenant easements and interests described above and has the right to convey and encumber the same, that title to such property is free and clear of all liens, encumbrances and claims whatsoever except for the Permitted Exceptions, and that it will warrant and defend the title to such property against the claims of all persons or parties. As to the Collateral, Trustor represents and warrants that it has title to such property, free and clear of all liens, encumbrances, and claims whatsoever except for the Permitted Exceptions, that it has the right to convey and encumber such property and that it will warrant and defend such property against the claims of all persons or parties.

2. **PAYMENT OF PRINCIPAL AND INTEREST.** Trustor shall promptly pay when due the principal of and interest on the Indebtedness at a rate or rates which may vary from time to time as specified in the Note and the Loan Agreement, prepayment and Late Charges as provided in the Note and the Loan Agreement, and the principal of and interest on any advances, including future advances provided by this Security Instrument.

3. **TAXES AND INSURANCE.** Trustor will pay or cause to be paid all real estate taxes and assessments on the Premises and Improvements and all insurance premiums for hazard and liability insurance covering the Property as required by the Loan Agreement. Upon the occurrence and during the continuance of an Event of Default, Beneficiary shall have the right (but not the obligation) to place and maintain insurance required to be placed and maintained by Trustor pursuant to the Loan Agreement and treat the amounts expended therefor as additional disbursements of Loan Proceeds (even if the total amount of disbursements would exceed the face

amount of the Note) ; provided that Beneficiary notifies Trustor of such failure and Trustor has not otherwise taken out such additional insurance after such notification. If an Event of Default has occurred and is continuing as a result of the failure to pay such taxes or insurance then Beneficiary shall be permitted to pay the taxes and/or insurance to protect the Property and charge the same to the Trustor as additional indebtedness secured by this Security Instrument, in each case subject to the terms and conditions of the Loan Agreement.

4. **APPLICATION OF PAYMENTS.** If an Event of Default exists, unless applicable law provides otherwise, all payments received by Beneficiary under the Note and paragraphs 2 and 3 hereof shall be applied by Beneficiary first in payment of amounts payable to Beneficiary by Trustor under paragraph 3 hereof, then to accrued but unpaid interest payable on the Note and on future advances, if any, and then to the outstanding principal balance of the Note and to the principal of future advances, if any.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY.** Trustor shall keep the Property in good repair and shall not permit or commit physical waste, impairment, or deterioration of the Property, in each case other than normal and reasonable wear and tear that occurs in the ordinary course of business or construction of the Improvements or alterations for tenants. Trustor shall comply with the provisions of any Lease covering the Property in all material respects.

6. **LIENS.** Except as otherwise expressly permitted under the Loan Agreement, Trustor shall not, without Beneficiary's prior written approval, directly or indirectly create or permit or suffer to be created or to remain, and will, discharge to Beneficiary's satisfaction, or promptly cause to be discharged to Beneficiary's satisfaction, any lien, encumbrance or charge or pledge of, or conditional sale, or other title encumbrance with respect to the Property or any part thereof, other than Permitted Exceptions and encumbrances for real estate taxes not yet due and payable.

7. **INSURANCE.**

(a) Trustor shall keep the Improvements now existing or hereafter erected on the Property insured in accordance with the requirements set forth in Exhibit E of the Loan Agreement.

(b) In the event of a Casualty to the Property, the Proceeds of any insurance policies shall be collected, settled, held, applied and/or disbursed in accordance with Section 8.2 of the Loan Agreement. All terms in Section 8.2 of the Loan Agreement pertaining to Casualty are hereby made a part of this Security Instrument to the same extent and with the same force as it fully set forth herein..

(c) Any such application of Proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in Section 3.6 or Section 3.8 of the Loan Agreement or change the amount of such installments.

8. **PROTECTION OF BENEFICIARY'S SECURITY.** If Trustor fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Beneficiary's interest in the Property, as determined by

Beneficiary in its reasonable discretion, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, and, in each case, an Event of Default is continuing as a result thereof, then Beneficiary at Beneficiary's option, upon prior written notice to Trustor, may make such appearances, disburse such sums and take such action as is necessary to protect Beneficiary's interest, including, but not limited to, disbursement of reasonable attorneys' fees and entry upon the Property to make repairs. Any amounts disbursed by Beneficiary pursuant to this paragraph 8, with interest thereon, shall become additional indebtedness of Trustor secured by this Security Instrument. Unless Trustor and Beneficiary agree to other terms of payment, such amount shall be due and payable within ten (10) Business Days after written notice from Beneficiary to Trustor requesting payment thereof, and shall bear interest from the date of disbursement at the rate applicable in the Loan Agreement. Nothing contained in this paragraph 8 shall require Beneficiary to incur any expense or do any act hereunder.

9. **CONDEMNATION.** The Proceeds of any award or claim for damages, direct or consequential, in connection with a Taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned, and shall be paid and applied in accordance with Section 8.2 of the Loan Agreement.

10. **INSPECTION.** Beneficiary, for the protection of its interest in the Property, may make or cause to be made reasonable entries upon and inspections of the Property, as permitted by Section 7.3 of the Loan Agreement.

11. **TRUSTOR NOT RELEASED.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Trustor and Trustor's successors in interest.

12. **FORBEARANCE BY BENEFICIARY NOT A WAIVER.** Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the Indebtedness secured by this Security Instrument.

13. **REMEDIES CUMULATIVE.** All remedies provided in this Security Instrument are distinct and cumulative to any other right or remedy under this Security Instrument or afforded by law or equity, and may be exercised concurrently, independently or successively.

14. **SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CAPTIONS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Trustor, subject to the provisions of paragraph 19 hereof. The captions and headings of the paragraphs of

this Security Instrument are for convenience only and are not to be used to interpret or define the provisions hereof.

15. **COMPLIANCE WITH LAWS.** Trustor hereby covenants and agrees to comply with in all material respects, and to use commercially reasonable efforts to cause all occupants of all or any portion of the Property to comply with, all applicable zoning, building, use and environmental restrictions, all permits, approvals, licenses and other governmental impositions (collectively “**Permits**”), and all Laws. Trustor will deliver to Beneficiary within ten (10) Business Days after Beneficiary’s reasonable request therefor any additional permits or renewals, issued and approved or disapproved with respect to the Property. Trustor hereby indemnifies and agrees to defend and hold harmless Beneficiary from and against any and all reasonable and documented out of pocket claims, demands, loss, cost, damage, liability or expense actually incurred or suffered by Beneficiary arising from any failure of the Property to comply with all Laws in all material respects, or from any failure of Trustor to obtain, maintain or renew, or to have obtained, maintained or renewed, any Permit required with respect to the Property. Trustor hereby warrants and represents that, on the date hereof, the Property complies with all Laws in all material respects.

16. **NOTICE.** Except for any notice required under applicable law to be given in another manner, any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be provided in accordance with the Loan Agreement.

17. **GOVERNING LAW; SEVERABILITY.**

(a) IN ALL RESPECTS, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY INSTRUMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF UTAH (WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS) AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA.

(b) WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS SECURITY INSTRUMENT (EACH, A “**PROCEEDING**”), EACH OF TRUSTOR AND BENEFICIARY IRREVOCABLY (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE CITY OF SALT LAKE CITY AND THE STATE OF UTAH, AND (B) WAIVES ANY OBJECTION WHICH THEY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVES ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVES THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. EACH OF BENEFICIARY AND TRUSTOR FURTHER AGREE AND CONSENT THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY

PROCEEDING IN ANY COUNTY, STATE OR UNITED STATES COURT SITTING IN THE CITY OF SALT LAKE CITY AND MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE APPLICABLE PARTY AT THE ADDRESS INDICATED BELOW, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT; EXCEPT THAT IF SUCH PARTY SHALL REFUSE TO ACCEPT DELIVERY, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

TRUSTOR DOES HEREBY DESIGNATE AND APPOINT:

CAPITAL CORPORATE SERVICES
2005 EAST 2700 SOUTH STE 200
SALT LAKE CITY, UTAH 84109

AND

BENEFICIARY DOES HEREBY DESIGNATE AND APPOINT:

C T CORPORATION SYSTEM
1108 EAST SOUTH UNION AVENUE
MIDVALE, UTAH 84047

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN UTAH, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED IN THE MANNER PROVIDED HEREIN FOR NOTICE TO TRUSTOR OR BENEFICIARY, AS APPLICABLE SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON TRUSTOR OR BENEFICIARY, AS APPLICABLE, IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF UTAH. EACH PARTY HERETO (A) SHALL GIVE PROMPT NOTICE TO THE OTHER PARTY HERETO OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (B) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON AND ADDRESS FOR SERVICE OF PROCESS, AND (C) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

(c) In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note, which can be given effect without the conflicting provision, and to this end the provisions of this Security Instrument and each Note are declared to be severable.

18. **TRUSTOR'S COPY.** Trustor shall be furnished a photocopy of this Security Instrument at the time of execution or after recordation hereof.

19. **TRANSFER OF THE PROPERTY; ASSUMPTION.** Other than as expressly permitted in Section 9.2 of the Loan Agreement, until such time as the Indebtedness is paid in full, other than Permitted Transfers and Permitted Exceptions, no portion of the Property, nor any direct or indirect interest in Trustor shall be sold, assigned, transferred, leased, conveyed, contracted to be sold, mortgaged or in any way encumbered or disposed of directly or indirectly, without the prior written consent of Beneficiary in each such event. Beneficiary shall be under no obligation to consent to such transfer or conveyances. If Beneficiary agrees to such transfer or conveyance, to the extent permitted by applicable law, Beneficiary may charge a reasonable fee as a condition to Beneficiary's consent to such transfer or conveyance. However, no payment of or tender of any consideration to Beneficiary in connection with any proposed transfer or conveyance shall obligate Beneficiary to consent to such transfer or conveyance. Beneficiary may also require the transferee to sign an assumption agreement that is acceptable to Beneficiary and that obligates the transferee to keep all the promises and agreements made in the Note, this Security Instrument or any other Loan Documents. Trustor will continue to be obligated under the Note, the Loan Agreement and this Security Instrument unless Beneficiary releases Trustor in writing in Beneficiary's sole and absolute discretion. Except as otherwise expressly provided in this Security Instrument and other Loan Documents, any sale, assignment, transfer, lease, conveyance or mortgage of the Property without Beneficiary's consent shall be null and void.

20. **EVENT OF DEFAULT; ACCELERATION.**

20.1 Event of Default. The occurrence of any event that constitutes an "Event of Default" as defined in the Loan Agreement shall constitute an "**Event of Default**" under this Security Instrument.

20.2 Remedies. Upon the occurrence and during the continuation of any Event of Default, Trustor agrees that Beneficiary may take such action, without notice or demand (except as otherwise expressly provided herein or in the Loan Agreement and to the extent permitted by applicable law), as it deems advisable to protect and enforce its rights against Trustor and in and to the Property, including, but not limited to, any or all of the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Beneficiary may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

(a) Beneficiary may declare the entire unpaid principal balance of the Note together with all other Indebtedness to be immediately due and payable with notice to or demand on Trustor, which unpaid sums shall bear interest at the Default Rate from the due date until paid, and upon failure to pay the Indebtedness in full at any stated or accelerated maturity, Beneficiary may direct the Trustee to (and the Trustee shall, if so directed) foreclose the lien of this Security Instrument pursuant to the exercise of the power of sale granted herein in accordance with Chapter 1 of Utah Code Annotated Title 57 or other applicable law; and/or

(b) Beneficiary may direct the Trustee to (and the Trustee shall, if so directed) foreclose the lien of this Security Instrument pursuant to the exercise of the power of sale granted herein in accordance with Chapter 1 of Utah Code Annotated Title 57 or other applicable law. Trustee shall sell the Property, or such part or parts thereof or interests therein as Beneficiary may select, at public auction to the highest bidder for cash, after first having recorded a notice of default and election to sell in the real property records of Salt Lake County and given such notices as may then be required by law, including, but not limited to, giving such notice of sale and advertising the time and place of such sale as may then be required by law, and upon such sale and upon compliance with the law then relating to foreclosure proceedings, to convey title to the purchaser in fee simple. Trustor agrees that in the event of a sale hereunder, Beneficiary shall have the right to bid at such sale and shall have the right to credit the Indebtedness against the purchase price in accordance with Utah Code Annotated §57-1-28(1)(b) or other applicable law. The Property may be sold as a whole or as separate parcels in such order as Beneficiary shall direct (but subject to Trustor's statutory right under Utah Code Annotated § 57-1-27 to direct the order in which the property, if consisting of several known lots or parcels, shall be sold). Trustee, subject to and as provided by applicable law, may postpone sale of all or any portion of the Trust Property by public announcement at such time and place of sale and, from time to time thereafter, may postpone such sale by public announcement at the time fixed by the preceding postponement; provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Annotated Code § 57-1-27.

(c) Beneficiary may cause the lien of this Security Instrument to be foreclosed judicially as a mortgage under the applicable laws of the State of Utah, *Utah Code Annotated* § 57-1-23 or other applicable law.

(d) Beneficiary may institute an action, suit or proceeding in equity to enforce the payment obligations of the Indebtedness by Trustor contained herein, in the Note or in the other Loan Documents.

(e) Beneficiary may apply for the appointment of a receiver, trustee, liquidator or conservator of the Property (Trustor hereby consenting to the ex parte appointment of such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary or its affiliate as such receiver and without regard to the value of the Property or the adequacy of any security for the obligations), without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Trustor, any principal or any Guarantor or of any other person, firm or other entity liable for the payment of the Indebtedness in accordance with and in the manner prescribed by applicable law in the state where the Premises are located and in accordance with the terms hereof. This right to the appointment of a receiver is a contractual right that may be specifically enforced by Beneficiary with or without adherence to any rule of civil procedure applicable otherwise to the prejudgment appointment of a receiver.

(f) Subject to the rights of tenants and other occupants under the Leases, Beneficiary may enter into or upon the Property, either personally or by its agents, nominees or attorneys and dispossess Trustor and its agents and servants therefrom without liability for trespass, damages or otherwise and exclude Trustor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto and Trustor agrees to surrender possession of the Property and of such books, records and accounts to Beneficiary upon demand, and thereupon Beneficiary may exercise all rights and powers of Trustor with respect to the Property for the care, protection and preservation of the Property or its value, including, without limitation:

(i) the right to use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; and/or

(ii) the right to make or complete any construction, alterations, additions, renewals, replacements and improvements to or on the Property as Beneficiary deems necessary; and/or

(iii) the right to make, cancel, enforce or modify leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents (defined below) of the Property and every part thereof.

(g) Beneficiary may require Trustor to pay monthly in advance to Beneficiary, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be occupied by Trustor.

(h) Subject to the rights of tenants and other occupants under the Leases, Beneficiary may require Trustor to vacate and surrender possession of the Property to Beneficiary or to such receiver and, in default thereof, Trustor may be evicted by summary proceedings or otherwise.

(i) Beneficiary may apply the receipts from the Property to the payment of the Indebtedness, in such order, priority and proportions as Beneficiary shall deem appropriate in its sole discretion.

(j) Beneficiary may exercise any and all rights and remedies granted to a secured party upon default under the Code, including, without limiting the generality of the foregoing:

(i) the right to take possession of the Collateral or any part thereof, and to take such other measures as Beneficiary may deem necessary for the care, protection and preservation of the Collateral, and

(ii) Beneficiary may request Trustor at its expense to assemble the Collateral and make it available to Beneficiary at a

convenient place acceptable to Beneficiary. Any notice of sale, disposition or other intended action by Beneficiary with respect to the Collateral sent to Trustor in accordance with the provisions hereof at least ten (10) days prior to such action, shall constitute commercially reasonable notice to Trustor. Upon any foreclosure or other sale of the Property pursuant to the terms hereof, Beneficiary may bid for and purchase the Property and shall be entitled to apply all or any part of the Indebtedness as a credit against the purchase price.

Without limiting any other provisions of this Security Instrument, Beneficiary shall have the right to conduct any such sale on the Property permitted under applicable law, and Beneficiary shall have such right of possession of the Property as shall be necessary or convenient for such purpose or any other purpose under this paragraph 20.2. Beneficiary may sell the Property without giving any warranties relating to title, possession, quiet enjoyment, merchantability, fitness or the like as to the Property and may specifically disclaim any warranties, which shall not be considered to adversely affect the commercial reasonableness of any sale of the Property. Beneficiary has no obligation to clean up or otherwise prepare the Property for sale.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of existing priority.

Following a foreclosure sale, the Trustee shall deliver to the purchaser the Trustee's deed (and bill of sale as to any personal property) conveying the property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the statements made therein. The Trustee shall apply the proceeds of such sale in accordance with the requirements of applicable laws and paragraph 20.3 below.

20.3 Application of Proceeds. The proceeds and avails of any disposition of the Property, or any part thereof, or any other sums collected by Beneficiary pursuant to the Note, the Loan Agreement, this Security Instrument or the other Loan Documents, shall be applied as follows, except to the extent expressly prohibited by applicable law:

(a) First, to pay the portion of the Indebtedness attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to reimburse Beneficiary under the Loan Documents and under this Security Instrument. If a foreclosure proceeding is commenced by the Trustee but terminated prior to its completion, Trustor shall pay all reasonable expenses actually incurred by the Trustee, including reasonable attorneys' fees actually incurred;

(b) Second, to pay the portion of the Indebtedness attributable to any sums expended or advanced by Beneficiary under the terms of this Security Instrument which then remain unpaid;

- (c) Third, to pay all other Indebtedness in any order and proportions as Beneficiary in its sole discretion may choose;
- (d) Fourth, to pay for any Hedging Obligations; and
- (e) Fifth, to remit the remainder, if any, to the person or persons entitled to it.

20.4 Right to Cure Defaults. Upon the occurrence and during the continuation of any Event of Default, Beneficiary may, but without any obligation to do so and without notice to or demand on Trustor (except as otherwise expressly provided herein or in the Loan Agreement and to the extent permitted by the applicable law) and without releasing Trustor from any obligation hereunder or curing or being deemed to have cured any default hereunder, make or do the same in such manner and to such extent as Beneficiary, in the exercise of its reasonable judgment, may deem necessary to protect the security hereof. Beneficiary is authorized to enter upon the Premises (subject to the rights of tenants and other occupants under the Leases) for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Premises or to foreclose this Security Instrument or collect the Indebtedness, and the cost and expense thereof expended in good faith (including actual reasonable attorneys' fees to the extent permitted by law), with interest as provided in this paragraph 20.4, shall constitute a portion of the Indebtedness and shall be due and payable to Beneficiary within ten (10) Business Days of written demand therefor. All such costs and expenses incurred by Beneficiary in good faith in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate, for the period beginning ten (10) Business Days after notice from Beneficiary that such cost or expense was incurred to the date of payment to Beneficiary. All such costs and expenses incurred by Beneficiary in good faith, together with interest thereon calculated at the Default Rate shall be deemed to constitute a portion of the Indebtedness and be secured by this Security Instrument and the other Loan Documents and shall be immediately due and payable upon demand by Beneficiary therefor.

20.5 Receiver. Upon the occurrence and during the continuation of an Event of Default, Beneficiary shall be entitled as a matter of right without notice and without regard to the solvency or insolvency of Trustor, or the existence of waste of the Premises or adequacy of the security of the Premises, and without giving bond to apply for the appointment of a receiver in accordance with the statutes and law made and provided for who shall collect the Rents, and all other income of any kind; manage the Premises so to prevent physical waste; execute Leases within or beyond the period of receivership, pay all expenses for normal maintenance of the Premises and perform the terms of this Security Instrument and apply the Rents, issues, income and profits to the costs and expenses of the receivership, including actual attorneys' fees, to the repayment of the Indebtedness and to the operation, maintenance and upkeep and repair of the Premises, including payment of taxes on the Premises and payments of premiums of insurance on the Premises and any other rights permitted by law. Trustor does hereby irrevocably consent to such appointment. The receiver may, to the extent permitted under applicable law and subject to the rights of tenants and other occupants under the Leases, without notice, enter upon

and take possession of the Premises, or any part thereof, by force, summary proceedings, ejectment or otherwise, and remove Trustor or any other person or entity and any personal property therefrom, and may hold, operate and manage the same, receive all rents, earnings, incomes, issues and proceeds and do the things the receiver finds necessary to preserve and protect the Premises, whether during pendency of foreclosure, during a redemption period, if any, or otherwise.

20.6 Rights Under Uniform Commercial Code. In addition to the rights available to a mortgagee of real property, Beneficiary shall also have all the rights, remedies and recourse available to a secured party under the Uniform Commercial Code in the state where the Premises are located (the “**Code**”) including the right to proceed under the provisions of the Code governing default as to any Collateral as defined in this Security Instrument which may be included on the Premises or which may be deemed nonrealty in a foreclosure of this Security Instrument or to proceed as to such Collateral in accordance with the procedures and remedies available pursuant to a foreclosure of real estate pursuant to Utah Code Annotated § 70A-9a-601 or other applicable law.

20.7 Trustor Not Released. No delay or omission by Beneficiary in the exercise of any rights or remedies arising under this Security Instrument, the Note or any other Loan Document at any time following the occurrence and during the continuation of an Event of Default shall constitute a waiver of the right of Beneficiary to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default.

21. **ASSIGNMENT OF LEASES AND RENTS; SECURITY AGREEMENT.** As additional security for the Indebtedness, Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary and grants Beneficiary a security interest in all rents, “rents” as defined in the Utah Uniform Assignment of Rents Act, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits, in each case subject to Laws and the rights of tenants with respect thereto (some or all collectively, as the context may require, “**Rents**”).

Beneficiary hereby grants Trustor the right (the “**Collection Right**”) to collect and retain the Rents as they become due and payable and to exercise all of the rights of the lessor or landlord under the Leases, so long as no Event of Default, as defined in paragraph 20.1 hereof, has occurred and is continuing. If an Event of Default occurs and is continuing the Collection Right shall automatically terminate without notice to or demand upon Trustor, and without regard to the adequacy of Beneficiary’s security under this Security Instrument. Trustor hereby authorizes and directs the tenants under the Leases to pay Rents to Beneficiary upon written demand by Beneficiary specifying that an Event of Default exists and is continuing, without further consent of Trustor, without any obligation of such tenants to determine whether an Event of Default has in fact occurred and regardless of whether Beneficiary has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by Beneficiary to the tenants. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence and continuation of an Event of Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing

shall be construed to impose any obligation upon Beneficiary to exercise any power or right granted in this paragraph or to assume any liability under any Lease of any part of the Property and no liability shall attach to Beneficiary for failure or inability to collect any Rents under any such Lease.

The parties intend for this Security Instrument to create a lien on the Property, and a collateral assignment of the Rents, all in favor of Beneficiary. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property and Rents, to secure payment and performance of the Indebtedness. This Security Instrument constitutes a security agreement under the Code covering all such Property and Rents.

22. INTENTIONALLY OMITTED.

23. RIGHT TO PERFORM TRUSTOR'S COVENANTS, PROTECTIVE ADVANCES, ETC. If Trustor shall fail to make any payment or perform any act required to be made or performed hereunder within the time specified and an Event of Default is continuing as a result thereof, Beneficiary, without waiving or releasing any obligation or default, shall have the right, but shall not be obligated, to make such payment or perform such act at any time thereafter for the account and at the expense of Trustor, and, subject to the rights of tenants and other occupants under the Leases, shall have the right to enter upon the Property or any part thereof for such purpose and take all such action thereon as, in the opinion of Beneficiary, may be necessary or appropriate therefor. All sums so paid by Beneficiary and all out of pocket costs and expenses (including, without limitation, reasonable attorneys' costs and expenses to the fullest extent permitted by law) so incurred, together with any other sums reasonably expended by Beneficiary for the payment of real estate taxes and assessments, insurance premiums, utilities, charges, costs of maintenance and repair and other expenditures for the protection of the Property and/or Beneficiary's interest therein, also together with interest thereon at the Default Rate, from the date of payment or incurring, shall constitute indebtedness secured by this Security Instrument, and shall be payable by Trustor to Beneficiary within ten (10) Business Days of written demand therefor.

24. NO AGENCY; NO JOINT VENTURE OR PARTNERSHIP. Notwithstanding anything else in this Security Instrument to the contrary and whether or not an Event of Default has occurred or exists, Trustor (including any agent or representative of Trustor) is not intended to serve, nor shall be construed to be serving, as an agent of Trustee or Beneficiary. Nothing in this Security Instrument is intended to create a joint venture or partnership between Trustor (including any agent or representative of Trustor) and Trustee or Beneficiary.

25. TAX TREATMENT. Trustor, Trustee and Beneficiary intend and agree to treat this Security Instrument, for all U.S. federal, state and local tax purposes, as (i) a collateral assignment of the Property and Rents for security purposes only, and not as a present transfer of the beneficial ownership thereof by Trustor; and (ii) not providing Beneficiary or Trustee with any interest in the Property or Rents other than an interest solely as a creditor within the meaning of

Section 897 of the Internal Revenue Code of 1986, as amended, and any analogous provisions of state and local tax law.

26. **RELEASE.** Upon the indefeasible payment of the Indebtedness and all other obligations secured by the Note, the Loan Agreement and this Security Instrument, and the performance of all the terms, conditions and covenants contained therein, this Security Instrument and all the rights granted by this Security Instrument shall be terminated and released. Beneficiary and Trustee (at Beneficiary's direction) shall execute and deliver to Trustor recordable documents as Trustor may reasonably request to evidence such release. Trustor shall pay all costs of recordation of any release, cancellation or satisfaction hereof.

27. **WAIVER OF TRIAL BY JURY.** EACH OF TRUSTOR AND BENEFICIARY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS SECURITY INSTRUMENT, THE NOTE, OR ANY OF THE OTHER LOAN DOCUMENTS, THE LOAN OR ANY OTHER STATEMENTS OR ACTIONS OF TRUSTOR OR BENEFICIARY. EACH OF TRUSTOR AND BENEFICIARY ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS SECURITY INSTRUMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS DISCUSSED THIS WAIVER WITH SUCH LEGAL COUNSEL. EACH OF TRUSTOR AND BENEFICIARY FURTHER ACKNOWLEDGES THAT (i) IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER, (ii) THIS WAIVER IS A MATERIAL INDUCEMENT FOR BENEFICIARY TO MAKE THE LOAN, ENTER INTO THIS SECURITY INSTRUMENT AND EACH OF THE OTHER LOAN DOCUMENTS, AND (iii) THIS WAIVER SHALL BE EFFECTIVE AS TO EACH OF SUCH OTHER LOAN DOCUMENTS AS IF FULLY INCORPORATED THEREIN.

28. **INCONSISTENCIES.** In the event of any inconsistency between this Security Instrument and the Loan Agreement, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid deed of trust lien and security interest upon the Property, otherwise the provisions of the Loan Agreement shall be controlling.

29. **UCC FINANCING STATEMENTS.** Trustor hereby authorizes Beneficiary to file UCC financing statements to perfect Beneficiary's security interest in any part of the Property. In addition, Trustor agrees to sign any and all other documents that Beneficiary deems necessary in its reasonable discretion to perfect, protect, and continue Beneficiary's lien and security interest on the Property.

30. **REIMBURSEMENT, EXCULPATION, INDEMNIFICATION.**

(a) Trustor agrees to pay actual, reasonable and documented out of pocket fees for any services that Beneficiary and/or Trustee has rendered in connection with this Security Instrument, including providing a statement of the Indebtedness or providing the release of this Security Instrument. Trustor further agrees to pay or reimburse Beneficiary and Trustee for all reasonable and documented out of pocket costs, expenses and other advances actually incurred or

made by Beneficiary and/or Trustee in any efforts to enforce any terms of this Security Instrument, the Loan Agreement or any of the other Loan Documents, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Security Instrument, the Loan Agreement or any of the other Loan Documents, including reasonable attorneys' fees and other legal costs, costs of any foreclosure sale and any cost of evidence of title actually incurred. In any suit to foreclose the lien hereof or enforce any other remedy of Beneficiary under this Security Instrument or the Loan Agreement or any of the other Loan Documents, there shall be allowed and included as additional indebtedness in the decree for sale or other judgment or decree all reasonable and documented out of pocket expenditures and expenses which have been paid or actually incurred by or on behalf of Beneficiary and Trustee for reasonable attorneys' costs and fees (including the costs and fees of paralegals), survey charges, appraiser's fees, inspecting engineer's and/or architect's fees, fees for environmental studies and assessments and all additional expenses actually incurred by Beneficiary with respect to environmental matters. All expenditures and expenses of this paragraph 30, and such expenses and fees as have been actually incurred in the protection of the Property and maintenance of the lien of this Security Instrument, shall be due and payable by Trustor within ten (10) Business Days of written demand therefor, with, if an Event of Default has occurred and is continuing, interest thereon at the Default Rate and shall be secured by this Security Instrument.

(b) Neither Beneficiary nor Trustee shall be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's or Trustee's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary or Trustee in this Security Instrument;

(ii) Beneficiary's or Trustee's failure or refusal to perform or discharge any obligation of Trustor in accordance with this Security Instrument; or

(iii) Any loss sustained by Trustor resulting from Beneficiary's failure to lease the Property, or from any other act or omission of Beneficiary in managing the Property, after an Event of Default, except to the extent that such loss is caused by the gross negligence or willful misconduct of Beneficiary.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary or Trustee.

(c) Trustor agrees to indemnify Beneficiary and Trustee against and hold them harmless from all actual, reasonable and documented out of pocket losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorneys' fees and other legal expenses, cost of evidence of title, cost

of evidence of value, and other costs and expenses which Beneficiary or Trustee actually suffers or incurs:

(i) In performing any act required or permitted by this Security Instrument or any of the other Loan Documents or by law; or

(ii) Because of any failure of Trustor to perform any of its obligations.

This agreement by Trustor to indemnify Beneficiary and Trustee shall survive the release and cancellation of any or all of the Indebtedness and the full or partial release of this Security Instrument. Trustor's obligations under this Section 30 include the obligation to indemnify, defend and hold harmless Beneficiary and Trustee even in the event of Beneficiary's or Trustee's own negligence (but not the gross negligence or willful misconduct of Beneficiary or Trustee).

31. **FIXTURE FILING.** This Security Instrument constitutes a financing statement filed as a fixture filing under Chapter 9a of the Code in the State of Utah, covering any Property which now is or later may become fixtures attached to the Property. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary, as secured party from which information concerning the security interest may be obtained, are as set forth in the preambles of this Security Instrument.

32. **SUBSTITUTION OF TRUSTEE.** Beneficiary shall have the irrevocable right to remove the Trustee herein named or any successor trustee without notice or cause and to appoint a successor Trustee by an instrument in writing, duly acknowledged, in such form as to entitle such written instrument to be recorded in the official public records of Salt Lake County, State of Utah, and in the event of the death, incapacity or resignation of the Trustee herein named or any successor trustee, Beneficiary shall have the right to appoint a successor thereto by such written instrument; and each new Trustee immediately upon recordation of such instrument shall become successor in title to the Property for the uses and purposes of this Security Instrument, with all the powers, duties and obligations conferred on the original Trustee in the same manner and to the same effect as though he were named herein as the Trustee.

33. **NO LIABILITY OF TRUSTEE.** The Trustee shall not be liable for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by Trustee hereunder. Trustor hereby ratifies and confirms any and all acts which the herein named Trustee or its successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Trustor will reimburse Trustee for, and save Trustee harmless against, any and all liability and documented out of pocket expenses which have been actually incurred by

Trustee in the performance of its duties, except for matters related to the gross negligence or willful misconduct of Trustee. The foregoing indemnity shall not terminate upon discharge of the Indebtedness or foreclosure, or release or other termination, of this Security Instrument.

34. **INCORPORATION OF STATE LAW PROVISIONS.** Certain provisions/sections of this Security Instrument and certain additional provisions/sections that are required by laws of the state or commonwealth in which the Property are located may be amended, described and/or otherwise set forth in more detail on Exhibit B attached hereto, which exhibit is incorporated into and made a part of this Security Instrument. In the event of any conflict between such state law provisions and any provision herein, the state law provision shall control.

35. **LIMITATION OF LIABILITY.** The terms and provisions of Section 13.21 of the Loan Agreement are incorporated herein, mutatis mutandis

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK—


SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, Trustor has executed this Security Instrument as of the day and year first above written.

TRUSTOR:

650 MAIN BUILDING, LLC,
a Texas limited liability company

By: PREF 650 Main, LLC,
a Texas limited liability company,
its managing member

By: 
Name: C. Dean Patrinely
Title: President

ACKNOWLEDGMENT

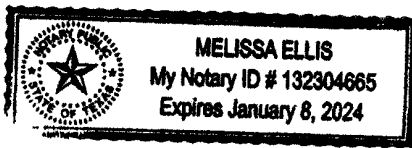
THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

On this 6th day of July, 2020, before me Melissa Ellis, a notary public, personally appeared C. Dean Patrinely, President of PREF 650 Main, LLC, a Texas limited liability company, in its capacity as managing member of 650 Main Building, LLC, a Texas limited liability company, on behalf of said limited liability companies proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he/she executed the same.

[SEAL]



Melissa Ellis
Notary Public, State of Texas

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SALT LAKE, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

The North 165 feet of Lot 1, the North 85.5 feet of Lot 2, and all of Lots 7 and 8, Block 22, Plat A, Salt Lake City Survey.

Also known as:

A parcel of land located in Block 22, Plat A, Salt Lake City Survey, more particularly described as follows:

The North 165 feet of Lot 1, the North 85.5 feet of Lot 2, and all of Lots 7 and 8, Block 22, Plat A, Salt Lake City Survey, more particularly described as follows:

Beginning at a point on the West right-of-way line of Main Street, said point being South 00°03'32" East 65.58 feet and South 89°56'28" West 30.22 feet from the offset monument located at the intersection of Main Street and 600 South Street, said point also being the Northeast corner of Lot 8, Block 22, Plat A, Salt Lake City Survey and running; thence South 0°02'29" East 495.12 feet along said West right-of-way line; thence South 89°56'54" West 165.10 feet to the West line of Lot 1, Block 22, Plat A, Salt Lake City Survey; thence North 0°02'09" West 79.50 feet along said West line of Lot 1, Block 22, Plat A, Salt Lake City Survey; thence South 89°56'54" West 165.09 feet to the West line of Lot 2, Block 22, Plat A, Salt Lake City Survey; thence North 0°01'50" West 415.61 feet along said West line, and the West line of Lot 7, Block 22, Plat A, Salt Lake City Survey, to the South right-of-way line of 600 South Street; thence North 89°56'45" East 330.11 feet along said South right-of-way line to the point of beginning.

PARCEL 1A:

The non-exclusive easement, appurtenant to PARCEL 1 above, for vehicular and pedestrian ingress and egress, as created by and defined in that certain Reciprocal Access Easement Agreement, recorded November 22, 2019 as Entry No. 13131396 in Book 10863 at Page 9239, subject to the terms, conditions, obligations and covenants contained therein.

PARCEL 1B:

The non-exclusive easement, appurtenant to PARCEL 1 above, for vehicular and pedestrian ingress and egress, as created by and defined in that certain Reciprocal Access Easement Agreement recorded March 5, 2020 as Entry No. 13210701 in Book 10906 at Page 2188, subject to the terms, conditions, obligations and covenants contained therein.

PARCEL 1C:

The temporary non-exclusive easements, appurtenant to PARCEL 1 above, as created by and defined in that certain Temporary Construction Easement recorded March 5, 2020 as Entry No. 13210700 in Book 10906 at Page 2174, subject to the terms, conditions, obligations and covenants contained therein.

EXHIBIT B

APPLICABLE STATE LAWS

The following state-specific terms and conditions shall control over any inconsistent provisions of this Security Instrument:

NONE