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WHEN RECORDED RETURN TO:

Katherine Medianik, Esq.  
Sidley Austin LLP  
1001 Brickell Bay Drive, Suite 900  
Miami, FL 33131

APN(s): 05-052-0028

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FIRST LIEN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING (BANK)

BY  
R. R. DONNELLEY & SONS COMPANY,  
as Trustor,

TO

FIRST AMERICAN TITLE INSURANCE COMPANY,  
as Trustee,

FOR THE BENEFIT OF

APOLLO ADMINISTRATIVE AGENCY LLC,  
as Administrative Agent for the Secured Parties,

as Beneficiary

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Dated as of December 4, 2024  
Relating to Premises in:  
Cache County, Utah

FIRST LIEN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FIXTURE FILING (BANK)

This FIRST LIEN DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (BANK), dated as of December 4, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, the "Deed of Trust") is made by R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (as successor by merger to Moore Wallace North America, Inc., a Delaware corporation, formerly known as Moore North America, Inc., formerly known as Moore U.S.A. Inc., formerly known as Moore Business Forms, Inc.) having an office at 35 West Wacker Drive, Chicago, Illinois, 60601, as trustor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Trustor"), in favor of FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation (in such capacities and together with any successors in such capacities, the "Trustee"), for the benefit of APOLLO ADMINISTRATIVE AGENCY LLC, a Delaware limited liability company, having an address at 9 West 57th Street, 9th Floor, New York, NY 10019, in its capacity as Administrative Agent for the Secured Parties pursuant to the Credit Agreement (as hereinafter defined), as beneficiary, assignee and secured party (in such capacities and together with any successors in such capacities, the "Beneficiary").

R E C I T A L S:

A. R. R. DONNELLEY & SONS COMPANY, a Delaware corporation (the "Borrower"), the Administrative Agent and the lending institutions listed therein have, in connection with the execution and delivery of this Deed of Trust, entered into that certain Credit Agreement, dated as of August 8, 2024 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; which term shall also include and refer to any increase in the amount of indebtedness under the Credit Agreement and any refinancing or replacement of the Credit Agreement (whether under a bank facility, securities offering or otherwise) or one or more successor or replacement facilities whether or not with a different group of agents or lenders (whether under a bank facility, securities offering or otherwise) and whether or not with different obligors upon the Administrative Agent's acknowledgment of the termination of the predecessor Credit Agreement).

B. The Borrower and each Guarantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Credit Agreement and the other Loan Documents and each is, therefore, willing to enter into this Deed of Trust.

C. This Deed of Trust is given by Trustor to Trustee for the benefit of the Beneficiary for its benefit and the benefit of the other Secured Parties to secure the payment and performance of all of the Obligations.

A G R E E M E N T:

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the

Trustor hereby covenants and agrees with the Trustee for the benefit of the Trustee and the other Secured Parties as follows:

ARTICLE I. DEFINITIONS AND INTERPRETATION

SECTION 1.1. Definitions. Capitalized terms used but not otherwise defined herein that are defined in the Credit Agreement shall have the meanings given to them in the Credit Agreement.

(a) The following terms in this Deed of Trust shall have the following meanings:

“Bankruptcy Code” shall have the meaning assigned to such term in Section 5.1(ii) hereof.

“Casualty Event” shall mean any loss of title or any loss of or damage to or destruction of, or any condemnation or other taking of the Mortgaged Property (including but not limited to any taking of all or any part of the Mortgaged Property in or by condemnation or other eminent domain proceedings pursuant to any law, or by reason of the temporary requisition of the use or occupancy of all or any part of the Mortgaged Property by any Governmental Authority, civil or military, or any settlement in lieu thereof).

“Charges” shall mean any and all present and future real estate, property and other taxes, assessments and special assessments, levies, fees, all water and sewer rents and charges and all other governmental charges imposed upon or assessed against, and all claims (including, without limitation, claims for landlords’, carriers’, mechanics’, workmen’s, repairmen’s, laborer’s, materialmen’s, suppliers’ and warehousemen’s Liens and other claims arising by operation of law) judgments or demands against, all or any portion of the Mortgaged Property or other amounts of any nature which, if unpaid, might result in or permit the creation of, a Lien on the Mortgaged Property or which might result in foreclosure of all or any portion of the Mortgaged Property.

“Contracts” shall mean, collectively, any and all right, title and interest of the Trustor in and to any and all contracts and other general intangibles relating to the Mortgaged Property and all reserves, deferred payments, deposits, refunds and claims of every kind, nature or character relating thereto.

“Credit Agreement” shall have the meaning assigned to such term in Recital A hereof.

“Deed of Trust” shall have the meaning assigned to such term in the Preamble hereof.

“Excluded Property” shall have the meaning assigned to such term in the Security Agreement.

“Fixtures” shall mean all machinery, apparatus, equipment, fittings, fixtures, improvements and articles of personal property now or hereafter both (a) attached to the Land or the Improvements and (b) necessary or integral to the use, operation, maintenance or preservation (630 West 1000 North, Logan, Cache County, UT)

thereof, which by the nature of their location thereon or attachment thereto are real property or fixtures under the UCC or any other applicable law, including, without limitation, all HVAC equipment, boilers, power, waste removal, elevators, maintenance or other systems or equipment, utility systems, fire sprinkler and security systems, drainage facilities, lighting facilities, all water, sanitary and storm sewer, drainage, electricity, steam, gas, telephone switching equipment or wires, and other utility equipment and facilities, pipes, but excluding, for the avoidance of doubt, furniture, trade fixtures, printing and related equipment and machinery, and other furniture, fixtures and equipment that are either (a) not attached to, forming a part of, or integrally related to Land or Improvements or (b) not necessary or integral to the use, operation, maintenance or preservation thereof (as distinct from the operation of the business of the Borrower).

“Improvements” shall mean all buildings, structures and other improvements of every kind or description and any and all alterations now or hereafter located, attached or erected on the Land, including, without limitation, (i) all Fixtures, (ii) all attachments, railroad tracks, foundations, sidewalks, drives, roads, curbs, streets, ways, alleys, passages, passageways, sewer rights, parking areas, driveways, fences and walls and (iii) all materials now or hereafter located on the Land intended for the construction, reconstruction, repair, replacement, alteration, addition or improvement of or to such buildings, Fixtures, structures and improvements, all of which materials shall be deemed to be part of the Improvements immediately upon delivery thereof on the Land and to be part of the Improvements immediately upon their incorporation therein.

“Land” shall mean the land described in Schedule A annexed to this Deed of Trust, together with all of the Trustor’s reversionary rights in and to any and all easements, rights-of-way, strips and gores of land, waters, water courses, water rights, mineral, gas and oil rights and all power, air, light and other rights, estates, titles, interests, privileges, liberties, servitudes, licenses, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating or appertaining thereto, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto and together with any greater or additional estate therein as may be acquired by the Trustor.

“Landlord” shall mean any landlord, lessor, sublandlord, sublessor, franchisor, licensor or grantor, as applicable.

“Landlord’s Interest” shall have the meaning assigned to such term in Section 2.2 hereof.

“Leases” shall mean, collectively, any and all interests of the Trustor, as Landlord, in all leases and subleases of space, tenancies, franchise agreements, licenses, occupancy or concession agreements now existing or hereafter entered into, whether or not of record, relating in any manner to the Premises and any and all amendments, modifications, supplements, replacements, extensions and renewals of any thereof, whether now in effect or hereafter coming into effect.

“Mortgaged Property” shall have the meaning assigned to such term in Section 2.1 hereof.

“Permit” shall mean any and all permits, certificates, approvals, authorizations, consents, licenses, variances, franchises or other instruments, however characterized, of any Governmental Authority (or any person acting on behalf of a Governmental Authority) now or hereafter acquired or held, together with all amendments, modifications, extensions, renewals and replacements of any thereof issued or in any way furnished in connection with the Mortgaged Property including, without limitation, building permits, certificates of occupancy, environmental certificates, industrial permits or licenses and certificates of operation.

“Premises” shall mean, collectively, the Land and the Improvements.

“Proceeds” shall mean, collectively, any and all cash proceeds and noncash proceeds and shall include all (i) proceeds of the conversion, voluntary or involuntary, of any of the Mortgaged Property or any portion thereof into cash or liquidated claims, (ii) proceeds of any insurance, indemnity, warranty, guaranty or claim payable to the Beneficiary or to the Trustor from time to time with respect to any of the Mortgaged Property, (iii) payments (in any form whatsoever) made or due and payable to the Trustor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any portion of the Mortgaged Property by any Governmental Authority (or any person acting on behalf of a Governmental Authority), (iv) products of the Mortgaged Property and (v) other amounts from time to time paid or payable under or in connection with any of the Mortgaged Property including, without limitation, refunds of real estate taxes and assessments, including interest thereon.

“Records” shall mean, collectively, any and all right, title and interest of the Trustor in and to any and all drawings, plans, specifications, file materials, operating and maintenance records, catalogues, tenant lists, correspondence, advertising materials, operating manuals, warranties, guarantees, appraisals, studies and data relating to the Mortgaged Property or the construction of any alteration relating to the Premises or the maintenance of any Permit.

“Rents” shall mean, collectively, any and all rents (including those as defined in the Utah Act), additional rents, royalties, cash, profits, guaranties, letters of credit, bonds, sureties or securities deposited under any Lease to secure performance of the Tenant’s obligations thereunder, revenues, earnings, profits and income, advance rental payments, payments incident to assignment, sublease or surrender of a Lease, claims for forfeited deposits and claims for damages, now due or hereafter to become due, with respect to any Lease, any indemnification against, or reimbursement for, sums paid and costs and expenses incurred by the Trustor under any Lease or otherwise, and any award in the event of the bankruptcy of any Tenant under or guarantor of a Lease.

“Security Agreement” means the Security Agreement dated as of August 8, 2024 as amended, supplemented or otherwise modified from time to time among the Borrower, the Guarantors and Apollo Administrative Agency LLC, as Administrative Agent for the Secured Parties.

“Tenant” shall mean any tenant, lessee, sublessee, franchisee, licensee, grantee or obligee, as applicable.

“Trustee” shall have the meaning assigned to such term in the Preamble hereof.

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“Trustor” shall have the meaning assigned to such term in the Preamble hereof.

“UCC” shall mean the Uniform Commercial Code of the State of Utah, *Utah Code Ann. Section 70A-9a-101 et seq.* provided, however, that if the creation, perfection or enforcement of any security interest herein granted is governed by the laws of any other state as to the matter in question, “UCC” shall mean the Uniform Commercial Code in effect in such state.

“UCC Collateral” shall mean that portion of the Mortgaged Property that constitutes personal property in which a security interest may be created under Chapter 9a of the UCC.

“Utah Act” shall mean the Utah Uniform Assignment of Rents Act, *Utah Code Ann. Section 57-26-101 et seq.*

SECTION 1.2.Interpretation. The rules of interpretation specified in the Credit Agreement (including Section 1.03 thereof) shall be applicable to this Deed of Trust *mu-tatis mutandis*.

## ARTICLE II. GRANTS AND OBLIGATIONS

SECTION 2.1.Grant of Mortgaged Property. In order to secure the payment and performance in full of all of the Obligations, the Trustor hereby grants, mortgages, bargains, sells, assigns, transfers, conveys and warrants to the Trustee for the benefit of the Beneficiary for the Secured Parties, and hereby grants to the Trustee for the benefit of the Beneficiary for the Secured Parties a security interest in and lien upon, all of the Trustor’s estate, right, title and interest in, to and under the following property, whether now owned or held or hereafter arising or acquired from time to time (collectively, the “Mortgaged Property”):

- (i) Land;
- (ii) Improvements;
- (iii) Leases;
- (iv) Rents;
- (v) Permits;
- (vi) Contracts;
- (vii) Records; and
- (viii) Proceeds;

TO HAVE AND TO HOLD the Mortgaged Property, together with all estate, right, title and interest of the Trustor and anyone claiming by, through or under the Trustor in and to the Mortgaged Property and all rights and appurtenances relating thereto, unto the Trustee for and on behalf of Beneficiary for the benefit of the Secured Parties, in trust, for the purpose of securing the payment

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and performance in full of all the Obligations (other than contingent indemnification obligations), provided, however, that if Obligations shall be paid and performed in full in accordance with the terms of the Loan Documents, then this conveyance shall be null and void and may be canceled of record at the request and cost of Borrower.

Notwithstanding anything to the contrary contained in this Section 2.1, the Lien created by this Deed of Trust shall not extend to, and the term "Mortgaged Property" shall not include, any Excluded Property.

Notwithstanding any of the other provisions set forth in this Article II or anything else contained in this Deed of Trust or any other Loan Document, the aggregate amount of all Obligations secured under the Collateral Documents by Principal Property (as defined in each Indenture) or any shares of capital stock or indebtedness (as defined in each Indenture) of any Restricted Subsidiary (as defined in each Indenture) and owned by the Borrower or any Restricted Subsidiary (collectively, the "Restricted Property") shall not, at any time, exceed the aggregate amount (such amount, the "Indenture Threshold Amount") of indebtedness that may be secured by Restricted Property under each Indenture, determined in accordance with the terms of each Indenture, without requiring holders of the Securities or Notes (as defined in and issued under each applicable Indenture) to be equally and ratably secured in accordance with the terms of such Indenture. It is understood and acknowledged by the parties hereto (including, by its acceptance of the benefit of this Deed of Trust, each Secured Party) that (v) as of the Closing Date, the total amount of Obligations is in excess of the Indenture Threshold Amount as of the Closing Date, (w) from time to time after the Closing Date, the total amount of the Obligations may be in excess of the Indenture Threshold Amount then in effect, (x) as of the Closing Date, the Obligations in excess of the Indenture Threshold Amount are not secured by any Restricted Property hereunder or under any other Collateral Document, (y) at any time after the Closing Date, any Obligations in excess of the Indenture Threshold Amount in effect at such time shall not be secured by any Restricted Property hereunder or under any other Collateral Document and (z) in no event shall any mortgage (as defined in each Indenture) on any Restricted Property in favor of any Secured Party created hereunder or under any other Collateral Document at any time secure any Obligations in excess of the Indenture Threshold Amount then in effect. For the avoidance of doubt, the calculation of the Indenture Threshold Amount at any date of determination shall take into account all outstanding Attributable Debt (as defined in each Indenture) of all Sale and Lease-Back Transactions (as defined in each Indenture) permitted pursuant to the last paragraph of Section 407 or Section 1007 of each Indenture, as applicable, as of such date and all indebtedness of the Borrower and its Restricted Subsidiaries secured by mortgages permitted pursuant to the last paragraph of Section 406 or Section 1006 of each Indenture, as applicable, as of such date.

SECTION 2.2. Assignment of Leases and Rents. As additional security for the payment and performance in full of the Obligations and subject to the provisions of Article V hereof, the Trustor absolutely, presently, unconditionally and irrevocably assigns, transfers, warrants, conveys and sets over to the Beneficiary, and grants, to the Beneficiary, all of the Trustor's estate, right, title, interest, claim and demand, as Landlord, under any and all of the Leases including, without limitation, the following (such assigned rights, the "Landlord's Interest"):

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(i) the immediate and continuing right to receive and collect Rents payable by the Tenants pursuant to the Leases;

(ii) all claims, rights, powers, privileges and remedies of the Trustor, whether provided for in the Leases or arising by statute or at law or in equity or otherwise, consequent on any failure on the part of the Tenants to perform or comply with any term of the Leases;

(iii) all rights to take all actions upon the happening of a default under the Leases as shall be permitted by the Leases or by law including, without limitation, the commencement, conduct and consummation of proceedings at law or in equity; and

(iv) the full power and authority, in the name of the Trustor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing and to take all other actions whatsoever which the Trustor, as Landlord, is or may be entitled to take under the Leases.

SECTION 2.3.Obligations. This Deed of Trust secures, and the Mortgaged Property is collateral security for, the payment and performance in full of all of the Obligations.

SECTION 2.4.Future Advances. This Deed of Trust shall secure all of the Obligations including, without limitation, future advances whenever hereafter made with respect to or under the Credit Agreement or the other Loan Documents and shall secure not only Obligations with respect to presently existing indebtedness under the Credit Agreement and the other Loan Documents, but also any and all other indebtedness which may hereafter be owing by the Trustor to the Secured Parties under the Credit Agreement and the other Loan Documents, however incurred, whether interest, discount or otherwise, and whether the same shall be deferred, accrued or capitalized, including future advances and re-advances, pursuant to the Credit Agreement or the other Loan Documents, whether such advances are obligatory or to be made at the option of the Secured Parties, or otherwise, and any extensions, refinancings, modifications or renewals of all such Obligations whether or not the Trustor executes any extension agreement or renewal instrument and, in each case, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust.

SECTION 2.5.Maximum Amount of Indebtedness. The maximum aggregate amount of all indebtedness that is, or under any contingency may be secured at the date hereof or at any time hereafter by this Deed of Trust is \$1,550,000,000.00 (the "Secured Amount"), plus, to the extent permitted by applicable law, collection costs, sums advanced for the payment of taxes, assessments, maintenance and repair charges, insurance premiums and any other out-of-pocket costs incurred to protect the security encumbered hereby or the lien hereof, expenses incurred by the Beneficiary by reason of any default by the Trustor under the terms hereof, together with interest thereon, all of which amount shall be secured hereby.

SECTION 2.6.Last Dollar Secured. So long as the aggregate amount of the Obligations exceeds the Secured Amount, any payments and repayments of the Obligations shall not be deemed to be applied against or to reduce the Secured Amount.



SECTION 2.7.No Release. Nothing set forth in this Deed of Trust shall relieve the Trustor from the performance of any term, covenant, condition or agreement on the Trustor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Trustor's part to be so performed or observed or shall impose any liability on the Beneficiary (including reasonable attorney fees), whether before or after judgment or any other Secured Party for any act or omission on the part of the Trustor relating thereto or for any breach of any representation or warranty on the part of the Trustor contained in this Deed of Trust or any other Loan Document, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. The obligations of the Trustor contained in this Section 2.7 shall survive the termination hereof and the discharge of the Trustor's other obligations under this Deed of Trust and the other Loan Documents.

### ARTICLE III. REPRESENTATIONS AND WARRANTIES

SECTION 3.1.Warranty of Title. The Trustor represents and warrants that:

(i) it has good and valid fee simple title to the Premises; good title or valid rights and interests in and to the balance of the Mortgaged Property and the Landlord's Interest under or in respect of the Leases, in each case subject to no Liens, except for Permitted Liens; and

(ii) upon recordation in the official real estate records in the county (or other applicable jurisdiction) in which the Premises are located this Deed of Trust will create and constitute a valid and enforceable first priority deed of trust Lien on the Mortgaged Property in favor of the Trustee for the benefit of the Beneficiary for the benefit of the Secured Parties, and, to the extent any of the Mortgaged Property shall consist of Fixtures or other personal property, a first priority security interest therein, which first priority Lien and first priority security interest are subject only to Permitted Liens and to bankruptcy, insolvency and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

### ARTICLE IV. COVENANTS

SECTION 4.1.Payment and Performance. The Trustor and Borrower shall pay and perform the Obligations in full as and when the same shall become due under the Loan Documents and when they are required to be performed thereunder.

SECTION 4.2.Title. The Trustor shall

(i) protect, preserve and defend all its right, title and interest in the Mortgaged Property and title thereto (subject to Permitted Liens) except to the extent the same could not reasonably be expected to have a Material Adverse Effect;

(ii) (A) comply with each of the terms, conditions and provisions of any obligation of the Trustor which is secured by the Mortgaged Property or the noncompliance

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with which may result in the imposition of a Lien on the Mortgaged Property other than Permitted Liens, (B) forever warrant and defend to the Beneficiary the Lien and security interests created and evidenced hereby and the validity and first priority position (subject to Permitted Liens) hereof in any action or proceeding against the claims of any and all persons whomsoever affecting or purporting to affect the Mortgaged Property or any of the rights of the Beneficiary hereunder and (C) maintain this Deed of Trust as a valid and enforceable first priority deed of trust Lien on the Mortgaged Property and, to the extent any of the Mortgaged Property shall consist of Fixtures, or other personal property, a first priority security interest in such Fixtures and personal property which first priority Lien and security interest shall be subject only to Permitted Liens; and

(iii) not initiate, join in or consent to any change in the zoning or any other permitted use classification of the Premises without the prior written consent of the Beneficiary except to the extent the same would not reasonably be expected to have a Material Adverse Effect.

SECTION 4.3. Limitation on Liens and Transfers.

(i) Except for Permitted Liens, the Trustor may not, without the prior written consent of the Beneficiary, permit or grant any Lien on all or any part of the Mortgaged Property or suffer or allow any of the foregoing to occur by operation of law or otherwise.

(ii) The Trustor shall not sell, convey, assign, lease or otherwise dispose of or grant any option with respect to, any of the Mortgaged Property in a manner prohibited by the Credit Agreement.

SECTION 4.4. Insurance. The Trustor shall obtain and keep in full force and effect the insurance policies required by Section 5.05 of the Credit Agreement. Without limiting the generality of the preceding sentence, if any portion of the Mortgaged Property is at any time located in an area identified by the Federal Emergency Management Agency (or any successor agency) as a Special Flood Hazard Area with respect to which flood insurance has been made available under the National Flood Insurance Act of 1968 (as now or hereafter in effect or successor act thereto), then the Trustor shall (i) maintain, or cause to be maintained, with a financially sound and reputable insurer, flood insurance in amounts and otherwise sufficient to comply with all applicable rules and regulations promulgated pursuant to the Flood Insurance Laws and (ii) deliver to the Beneficiary evidence of such compliance in form and substance reasonably acceptable to the Beneficiary.

ARTICLE V. CONCERNING ASSIGNMENT OF LEASES AND RENTS

SECTION 5.1. Present Assignment; License to the Trustor.

(i) Section 2.2 of this Deed of Trust constitutes a present, absolute, effective, irrevocable and complete assignment by the Trustor to the Beneficiary of the Leases and Rents and the right, subject to applicable law, to collect all sums payable to the Trustor thereunder and apply the same as the Beneficiary may, in its sole discretion, determine to be appropriate to protect the security afforded by this Deed of Trust (including the payment of reasonable costs and

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expenses in connection with the maintenance, operation, insurance, taxes and upkeep of the Mortgaged Property), which is not conditioned upon the Beneficiary being in possession of the Premises. This assignment is an absolute assignment and not an assignment for additional security only. The Beneficiary hereby grants to the Trustor, however, a license to collect and apply the Rents and to enforce the obligations of Tenants and perform the obligations of the landlord under the Leases. Immediately upon the occurrence of and during the continuance of any Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or solvency of the Trustor, the license granted in the immediately preceding sentence shall automatically cease and terminate without any notice by the Beneficiary (such notice being hereby expressly waived by the Trustor to the extent permitted by the Utah Uniform Commercial Real Estate Receivership Act, *Utah Code Ann. §78B-21-101 et seq.*, or any action or proceeding or the intervention of a receiver appointed by a court. Beneficiary agrees that when (i) the Deed of Trust shall have been terminated and released of record and/or (ii) all of the Obligations (other than contingent indemnification obligations) shall have been paid in full, the provisions of Section 2.2 and this Section 5.1 shall automatically terminate and be of no further force and effect. This Article V is subject to the Utah Act, and in the event of any conflict or inconsistency between the provisions of this Article V and the provisions of the Utah Act, the provisions of the Utah Act shall control and Beneficiary shall have all rights and remedies available under the Utah Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

(ii) The Trustor acknowledges that the Beneficiary has taken all reasonable actions necessary to obtain, and that upon recordation of this Deed of Trust, the Beneficiary shall have, to the extent permitted under applicable law, a valid and fully perfected, first priority, present assignment of the Rents arising out of the Leases and all security for such Leases subject to Permitted Liens and in the case of security deposits, rights of depositors, Requirements of Law and to bankruptcy, insolvency and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles. The Trustor acknowledges and agrees that upon recordation of this Deed of Trust, the Beneficiary's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to the Trustor and all third parties, including, without limitation, any subsequently appointed trustee in any case under Title II of the United States Code (the "Bankruptcy Code"), without the necessity of commencing a foreclosure action with respect to this Deed of Trust, making formal demand for the Rents, obtaining the appointment of a receiver or taking any other affirmative action.

(iii) Without limitation of the absolute nature of the assignment of the Rents hereunder, the Trustor and the Beneficiary agree that (a) this Deed of Trust shall constitute a "security agreement" for purposes of Section 552(b) of the Bankruptcy Code, (b) the security interest created by this Deed of Trust extends to property of the Trustor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents, and (c) such security interest shall extend to all rents acquired by the estate after the commencement of any case in bankruptcy.

#### SECTION 5.2. Collection of Rents by the Beneficiary.

(i) After the occurrence of and during the continuation of any Event of Default, any Rents receivable by the Beneficiary hereunder, after payment of all proper costs and expenses  
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as the Beneficiary may, in its sole discretion, determine to be appropriate (including the payment of reasonable costs and expenses in connection with the maintenance, operation, insurance, taxes and upkeep of the Mortgaged Property), shall be applied in accordance with the provisions of Section 8.2(ii) of this Deed of Trust. The Beneficiary shall be accountable to the Trustor only for Rents actually received by the Beneficiary. The collection of such Rents and the application thereof shall not cure or waive any Event of Default or waive, modify or affect notice of Event of Default or invalidate any act done pursuant to such notice.

(ii) After the occurrence of and during the continuation of any Event of Default, the Trustor hereby irrevocably authorizes and directs the Tenant under each Lease to rely upon and comply with any and all notices or demands from the Beneficiary for payment of Rents to the Beneficiary, and the Trustor shall have no claim against any Tenant for Rents paid by such Tenant to the Beneficiary pursuant to such notice or demand.

SECTION 5.3.Irrevocable Interest. All rights, powers and privileges of the Beneficiary herein set forth are coupled with an interest and are irrevocable, subject to the terms and conditions hereof, and the Trustor shall not take any action under the Leases or otherwise which is inconsistent with this Deed of Trust or any of the terms hereof and any such action inconsistent herewith or therewith shall be void.

#### ARTICLE VI. TAXES AND CERTAIN STATUTORY LIENS

SECTION 6.1.Payment of Charges. The Borrower shall pay or cause the Trustor to pay all Charges in accordance with the terms hereof and of Section 5.04 of the Credit Agreement.

SECTION 6.2.Stamp and Other Taxes. The Borrower shall pay or cause the Trustor to pay any United States documentary stamp taxes, with interest and fines and penalties, and any mortgage recording taxes, with interest and fines and penalties, that may hereafter be levied, imposed or assessed under or upon or by reason hereof or the Obligations or any instrument or transaction affecting or relating to either thereof and in default thereof the Beneficiary may advance the same and the amount so advanced shall be payable by the Trustor to the Beneficiary in accordance with the Credit Agreement.

SECTION 6.3.Certain Tax Law Changes. In the event of the passage after the date hereof of any law deducting from the value of real property, for the purpose of taxation, amounts in respect of any Lien thereon or changing in any way the laws for the taxation of mortgages, deeds of trust or debts secured by mortgages or deeds of trust for state or local purposes or the manner of the collection of any taxes, and imposing any taxes, either directly or indirectly, with respect to this Deed of Trust or any other Loan Document on the Beneficiary, the Trustor shall promptly pay to the Beneficiary such amount or amounts as may be necessary from time to time to pay any such taxes, assessments or other charges resulting therefrom; provided, that if any such payment or reimbursement shall be unlawful or taxable to the Beneficiary, or would constitute usury or render the indebtedness wholly or partially usurious under applicable law, the Trustor shall pay or reimburse the Beneficiary for payment of the lawful and non-usurious portion thereof.

SECTION 6.4.Proceeds of Tax Claim. In the event that the proceeds of any tax claim are paid after the Beneficiary has exercised its right to foreclose the Lien hereof, such

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proceeds shall be paid to the Beneficiary to satisfy any deficiency remaining after such foreclosure. The Beneficiary shall retain its interest in the proceeds of any tax claim during any redemption period. The amount of any such proceeds in excess of any deficiency claim of the Beneficiary shall in a reasonably prompt manner be released to the Trustor.

ARTICLE VII. CASUALTY EVENTS AND RESTORATION

SECTION 7.1. Casualty Event. If there shall occur any Casualty Event which could reasonably be expected to have a Material Adverse Effect, the Trustor shall promptly send to the Beneficiary a written notice setting forth the nature and extent thereof. The proceeds payable in respect of any Casualty Event are hereby assigned to and, if so required pursuant to the Credit Agreement, shall be paid to the Beneficiary to be applied in accordance with the Credit Agreement.

SECTION 7.2. Condemnation. In the case of any taking, condemnation or other proceeding in the nature thereof, which could reasonably be expected to have a Material Adverse Effect, the Beneficiary may, at its option, participate in any proceedings or negotiations which might result in any taking or condemnation and the Trustor shall deliver or cause to be delivered to the Beneficiary all instruments reasonably requested by it to permit such participation. The Beneficiary may be represented by counsel satisfactory to it at the reasonable expense of the Trustor in connection with any such participation. The Trustor shall pay all out-of-pocket costs and expenses incurred by the Beneficiary in connection therewith and in seeking and obtaining any award or payment on account thereof The Trustor shall take all steps reasonably necessary to notify the condemning authority of such participation.

ARTICLE VIII. EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Remedies in Case of an Event of Default. Upon the occurrence of any Event of Default, the Beneficiary may, or acting by or through Trustee may, may from time to time exercise in respect of the Mortgaged Property, in addition to the other rights and remedies provided for herein or in the Credit Agreement or any other Loan Document or by law, statute or in equity or otherwise, the following remedies to the greatest extent permitted by local law:

(i) personally, or by its agents or attorneys, (A) enter into and upon and take possession of all or any part of the Premises together with the books, records and accounts of the Trustor relating thereto and, exclude the Trustor, its agents and servants wholly therefrom, (B) use, operate, manage and control the Premises and conduct the business thereof, (C) maintain and restore the Premises, (D) make all necessary or proper repairs, renewals and replacements and such useful alterations thereto and thereon as the Beneficiary may deem advisable, (E) manage, lease and operate the Premises and carry on the business thereof and exercise all rights and powers of the Trustor with respect thereto either in the name of the Trustor or otherwise or (F) collect and receive all Rents. The Beneficiary shall be under no liability for or by reason of any such taking of possession, entry, removal or holding, operation or management except for liability arising from its gross negligence or willful misconduct (as determined by final non-appealable judgment of a court of competent jurisdiction) and except that any amounts so received by the Beneficiary shall be applied in accordance with the provisions of Section 8.2(ii) hereof;

(ii) with or without entry, personally or by its agents or attorneys, (A) sell the Mortgaged Property and all estate, right, title and interest, claim and demand therein at one or more sales in one or more parcels, in accordance with the provisions of Section 8.2 or (B) institute and prosecute proceedings for the complete or partial foreclosure of the Lien and security interests created and evidenced hereby; or

(iii) take such steps to protect and enforce its rights whether by action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement in the Credit Agreement and the other Loan Documents, or in aid of the execution of any power granted in this Deed of Trust, or for any foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as the Beneficiary shall elect.

SECTION 8.2. Sale of Mortgaged Property if Event of Default Occurs; Proceeds of Sale.

(i) Upon the occurrence and during the continuance of any Event of Default, the Beneficiary may, or acting by or through the Trustee may, institute an action to foreclose this Deed of Trust, in accordance with *Utah Code Ann. §57-1-23*, or take such other action as may be permitted and available to the Beneficiary at law or in equity for the enforcement of the Credit Agreement and realization on the Mortgaged Property through power of sale (if then available under applicable law) or to final judgment and execution thereof for the Obligations, and in furtherance thereof the Beneficiary may sell the Mortgaged Property at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law or statute or in equity. The Beneficiary shall cause Trustee or other agent to execute and record a notice of default in accordance with *Utah Code Ann. § 57-1-24* or other applicable law. After the lapse of such time as may then be required by *Utah Code Ann. § 57-1-24*, and following the recordation of notice of sale as required by *Utah Code Ann. § 57-1-25* and *§ 57-1-26* or other applicable law, Trustee without demand on Trustor, may sell the Mortgaged Property as provided in the notice of sale or directed by the Beneficiary pursuant to *Utah Code Ann. § 57-1-28(1)(a)*, 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 Code Ann. § 57-1-27*. The power and agency hereby granted are coupled with an interest and are irrevocable by death or dissolution, or otherwise, and are in addition to any and all other remedies which the Beneficiary or the Trustee, as applicable, may have hereunder, at law or in equity. Upon the occurrence and during the continuance of any Event of Default and so long as the Obligations, or any part thereof, remain unpaid, the Trustor agrees that possession of the Mortgaged Property by the Trustor, or any person claiming under the Trustor, shall be as tenant, and, in case of a sale under power or upon foreclosure as provided in this Deed of Trust, the Trustor and any person in possession of the Mortgaged Property under the Trustor, as to whose interest such sale was not made subject, shall, at the option of the purchaser at such sale, then become and be tenants holding over, and shall forthwith deliver possession to such purchaser, or be summarily dispossessed in accordance with the laws applicable to tenants holding over. In case of any sale under this Deed of Trust by virtue of the exercise of the powers herein granted, or pursuant to any order in any judicial proceeding or otherwise, the Mortgaged Property may be sold as an entirety or in separate parcels in such manner

or order as the Beneficiary in its sole discretion may elect. One or more exercises of powers herein granted shall not extinguish or exhaust such powers, until the entire Mortgaged Property is sold or the Obligations (other than contingent indemnification obligations) secured hereby are paid in full.

(ii) Subject to the terms of the Intercreditor Agreements, the proceeds of any sale made under or by virtue of this Article VIII, together with any other sums which then may be held by the Beneficiary under this Deed of Trust, whether under the provisions of this Article VIII or otherwise, shall be applied in the same manner described in Section 10.1 of the Security Agreement with respect to the application of proceeds of collateral thereunder.

(iii) In accordance with *Utah Code Ann. § 57-1-28(h)*, the Beneficiary (on behalf of any Secured Party or on its own behalf) or any Secured Party may bid for and acquire the Mortgaged Property or any part thereof at any sale made under or by virtue of this Article VIII and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting against the purchase price the unpaid amounts (whether or not then due) owing to the Trustee, the Beneficiary, or such Secured Party in respect of the Obligations, after deducting from the sales price the expense of the sale and the reasonable out-of-pocket costs of the action or proceedings and any other sums that the Trustee, the Beneficiary, or such Secured Party is authorized to deduct under this Deed of Trust.

(iv) The Beneficiary may adjourn from time to time any sale by it to be made under or by virtue hereof by announcement at the time and place appointed for such sale or for such adjourned sale or sales, and, the Beneficiary, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(v) If the Premises are comprised of more than one parcel of land, the Beneficiary may take any of the actions authorized by this Section 8.2 in respect of any number of individual parcels.

#### SECTION 8.3. Additional Remedies in Case of an Event of Default.

(i) The Beneficiary shall be entitled to recover judgment as aforesaid either before, after or during the pendency of any proceedings for the enforcement of the provisions hereof and, to the extent permitted by applicable law, the right of the Beneficiary to recover such judgment shall not be affected by any entry or sale hereunder, or by the exercise of any other right, power or remedy for the enforcement of the provisions hereof, or the foreclosure of, or absolute conveyance pursuant to, this Deed of Trust. In case of proceedings against the Trustor in insolvency or bankruptcy or any proceedings for its reorganization or involving the liquidation of its assets, the Beneficiary shall be entitled to prove the whole amount of principal and interest and other payments, charges and costs due in respect of the Obligations to the full amount thereof without deducting therefrom any proceeds obtained from the sale of the whole or any part of the Mortgaged Property; provided, however, that in no case shall the Beneficiary receive a greater amount than the aggregate of such principal, interest and such other payments, charges and costs (with interest at the default rate as set forth in the Loan Documents) from the proceeds of the sale of the Mortgaged Property and the distribution from the estate of the Trustor.

(ii) Any recovery of any judgment by the Beneficiary and any levy of any execution under any judgment upon the Mortgaged Property shall not affect in any manner or to any extent the Lien and security interests created and evidenced hereby upon the Mortgaged Property or any part thereof, or any conveyances, powers, rights and remedies of the Beneficiary hereunder, but such conveyances, powers, rights and remedies shall continue unimpaired as before.

(iii) Any monies collected by the Beneficiary under this Section 8.3 shall be applied in accordance with the provisions of Section 8.2(ii) hereof.

SECTION 8.4. Legal Proceedings After an Event of Default.

(i) After the occurrence and during the continuance of any Event of Default and immediately upon the commencement of any action, suit or legal proceedings to obtain judgment for the Obligations or any part thereof, or of any proceedings to foreclose the Lien and security interest created and evidenced hereby or otherwise enforce the provisions hereof or of any other proceedings in aid of the enforcement hereof, the Trustor shall enter its voluntary appearance in such action, suit or proceeding.

(ii) Upon the occurrence and during the continuance of an Event of Default, the Beneficiary shall be entitled forthwith as a matter of right, concurrently or independently of any other right or remedy hereunder either before or after declaring the Obligations or any part thereof to be due and payable, to the appointment of a receiver without giving notice to any party and without regard to the adequacy or inadequacy of any security for the Obligations or the solvency or insolvency of any person or entity then legally or equitably liable for the Obligations or any portion thereof. The Trustor hereby consents to the appointment of such receiver. Notwithstanding the appointment of any receiver, the Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits or instruments at the time held by or payable or deliverable under the terms of the Credit Agreement to the Beneficiary.

(iii) The Trustor shall not (A) at any time insist upon, or plead, or in any manner whatsoever claim or take any benefit or advantage of any stay or extension or moratorium law, any exemption from execution or sale of the Mortgaged Property or any part thereof, wherever enacted, now or at any time hereafter in force, which may affect the covenants and terms of performance hereof, (B) claim, take or insist on any benefit or advantage of any law now or hereafter in force providing for the valuation or appraisal of the Mortgaged Property, or any part thereof, prior to any sale or sales of the Mortgaged Property which may be made pursuant to this Deed of Trust, or pursuant to any decree, judgment or order of any court of competent jurisdiction or (C) after any such sale or sales, claim or exercise any right under any statute heretofore or hereafter enacted to redeem the property so sold or any part thereof. To the extent permitted by applicable law, the Trustor hereby expressly (A) waives all benefit or advantage of any such law or laws, including, without limitation, any statute of limitations applicable to this Deed of Trust, (B) waives any and all rights to trial by jury in any action or proceeding related to the enforcement hereof, (C) waives any objection which it may now or hereafter have to the laying of venue of any action, suit or proceeding brought in connection with this Deed of Trust and further waives and agrees not to plead that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum and (D) covenants not to hinder, delay or impede the execution

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of any power granted or delegated to the Beneficiary by this Deed of Trust but to suffer and permit the execution of every such power as though no such law or laws had been made or enacted. The Beneficiary shall not be liable for any incorrect or improper payment made pursuant to this Article VIII in the absence of gross negligence or willful misconduct.

SECTION 8.5. Remedies Not Exclusive. No remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Deed of Trust or now or hereafter existing at law or in equity. Any delay or omission of the Beneficiary to exercise any right or power accruing on any Event of Default shall not impair any such right or power and shall not be construed to be a waiver of or acquiescence in any such Event of Default. Every power and remedy given by this Deed of Trust may be exercised from time to time concurrently or independently, when and as often as may be deemed expedient by the Beneficiary in such order and manner as the Beneficiary, in its sole discretion, may elect. If the Beneficiary accepts any monies required to be paid by the Trustor under this Deed of Trust after the same become due, such acceptance shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums secured by this Deed of Trust or to declare an Event of Default with regard to subsequent defaults. If the Beneficiary accepts any monies required to be paid by the Trustor under this Deed of Trust in an amount less than the sum then due, such acceptance shall be deemed an acceptance on account only and on the condition that it shall not constitute a waiver of the obligation of the Trustor to pay the entire sum then due, and the Trustor's failure to pay the entire sum then due shall be and continue to be a default hereunder notwithstanding acceptance of such amount on account.

#### ARTICLE IX. SECURITY AGREEMENT AND FIXTURE FILING

SECTION 9.1. Security Agreement. To the extent the Mortgaged Property consists of UCC Collateral or items of personal property which are or are to become Fixtures under applicable law, this Deed of Trust shall also be construed as a security agreement under the UCC. The Trustor, in order to secure the payment and performance in full of all of the Obligations, hereby grants to the Beneficiary for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Trustor in, to and under such UCC Collateral and Fixtures. Upon and during the continuance of an Event of Default, the Beneficiary shall be entitled with respect to the UCC Collateral and Fixtures to exercise all remedies hereunder or any other Loan Document or available under the UCC with respect thereto and all other remedies available under applicable law. Without limiting the foregoing, the UCC Collateral and Fixtures may, at the Beneficiary's option, (i) be sold hereunder together with any sale of any portion of the Mortgaged Property or otherwise, (ii) be sold separately pursuant to the UCC, or (iii) be dealt with by the Beneficiary in any other manner permitted under applicable law. The Beneficiary may require the Trustor to assemble the UCC Collateral and Fixtures, and make it available to the Beneficiary at a place to be designated by the Beneficiary. The Trustor acknowledges and agrees that a disposition of such collateral in accordance with the Beneficiary's rights and remedies in respect to the Mortgaged Property as heretofore provided is a commercially reasonable disposition thereof; provided, however, that the Beneficiary shall give the Trustor not less than ten (10) days' prior notice of the time and place of any intended disposition, or as otherwise required by applicable law.

SECTION 9.2. Fixture Filing. THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE MORTGAGED PROPERTY IN WHICH A PERSONAL PROPERTY SECURITY INTEREST OR LIEN MAY BE GRANTED OR CREATED PURSUANT TO THE CODE OR UNDER COMMON LAW, AND AS TO ALL REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH MORTGAGED 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 MORTGAGED PROPERTY DESCRIBED HEREIN. The following information is applicable for the purpose of such filing, to wit:

<p><b>Name and Address of the debtor:</b></p> <p>The Trustor having the address described in the Preamble hereof.</p> <p>The Trustor is a corporation organized under the laws of the State of Delaware.</p>	<p><b>Name and Address of the secured party:</b></p> <p>The Beneficiary having the address described in the Preamble hereof, from which address information concerning the security interest may be obtained.</p>
<p><b>This Financing Statement covers the following types or items of property:</b></p> <p>The Mortgaged Property.</p> <p>This instrument covers goods or items of personal property which are or are to become fixtures upon the Premises.</p> <p>The Trustor is the record owner of the Land.</p>	

In addition, the Trustor hereby irrevocably authorizes the Beneficiary at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by the UCC for the filing of any financing statement or amendment relating to the Mortgaged Property, including (i) whether the Trustor is an organization, the type of organization and any organizational identification number issued to the Trustor, (ii) any financing or continuation statements or other documents without the signature of the Trustor where permitted by law and that describe the Mortgaged Property in any manner as the Beneficiary may determine, in its reasonable discretion, as is necessary to ensure the perfection of the Lien and security interest in the collateral granted to the Beneficiary in connection herewith and (iii) a sufficient description of the Premises. The Trustor agrees to provide all information described in the immediately preceding sentence to the Beneficiary promptly upon reasonable request by the Beneficiary.

ARTICLE X. FURTHER ASSURANCES

SECTION 10.1. Supplements; Further Assurances. The Trustor shall take such further actions, and execute and/or deliver to the Trustee and/or Beneficiary such further acts,

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deeds, conveyances, mortgages, deeds of trust, transfer, financing statements, continuation statements, amendments, assignments, agreements, supplements, powers and instruments, as the Beneficiary may in its reasonable judgment deem necessary or appropriate in order to convey, assign, mortgage, transfer or confirm the property and rights hereby conveyed or assigned, or to perfect, preserve and protect the Lien on and security interest in the Mortgaged Property as provided herein and the rights and interests granted to the Beneficiary hereunder, to carry into effect the purposes hereof or better to assure and confirm the validity, enforceability and priority of the Beneficiary's Lien on and security interest in the Mortgaged Property or permit the Beneficiary to exercise and enforce its rights, powers and remedies hereunder with respect to the Mortgaged Property, including the filing of financing statements, continuation statements and other documents (including this Deed of Trust) under the UCC (or other similar laws) in effect in any jurisdiction with respect to the security interest created hereby wherever required by law to perfect, continue and maintain the validity, enforceability and priority of the Lien on and security interest in the Mortgaged Property as provided herein and to preserve the other rights and interests granted to the Beneficiary hereunder, as against third parties, with respect to the Mortgaged Property. Without limiting the generality of the foregoing, the Trustor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Beneficiary from time to time upon reasonable request by the Beneficiary such lists, schedules, descriptions and designations of the Mortgaged Property, as the Beneficiary shall reasonably request. Upon the occurrence and during the continuance of an Event of Default, the Beneficiary may institute and maintain, in its own name or in the name of the Trustor, such suits and proceedings as the Beneficiary may be advised by counsel shall be necessary or expedient to prevent any impairment of the Lien on and security interest (or the perfection thereof) in the Mortgaged Property. All of the foregoing shall be at the sole cost and expense of the Trustor. In the event the Trustor shall fail after demand to execute any instrument or take any action required to be executed or taken by the Trustor under this Section 10.1, the Beneficiary may execute or take the same as the attorney-in-fact of the Trustor, such power being coupled with an interest and irrevocable.

SECTION 10.2. Reserved.

SECTION 10.3. Reserved.

SECTION 10.4. Additions to Mortgaged Property. All right, title and interest of the Trustor in and to all extensions, amendments, relocations, restakings, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property hereafter acquired by or released to the Trustor or constructed, assembled or placed by the Trustor upon the Premises, and all conversions of the security constituted thereby, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or other act by the Trustor, shall become subject to the Lien and security interest of this Deed of Trust as fully and completely and with the same effect as though now owned by the Trustor and specifically described in the grant of the Mortgaged Property above, but at any and all times the Trustor will execute and deliver to the Beneficiary or the Trustee, for the benefit of the Beneficiary, any and all such further assurances, mortgages, deeds of trust, conveyances or assignments thereof as the Trustee or Beneficiary may reasonably require for the purpose of expressly and specifically subjecting the same to the Lien and security interest of this Deed of Trust.

ARTICLE XI. MISCELLANEOUS

SECTION 11.1. Covenants To Run with the Land; Joint and Several. All of the grants, covenants, terms, provisions and conditions in this Deed of Trust shall run with the Land and the Trustor's interest therein and shall apply to, and bind the successors and assigns of, the Trustor. If there shall be more than one trustor with respect to the Mortgaged Property, all such Trustors' covenants, warranties and undertakings hereunder shall be joint and several.

SECTION 11.2. No Merger. The rights and estate created by this Deed of Trust shall not, under any circumstances, be held to have merged into any other estate or interest now owned or hereafter acquired by the Beneficiary unless the Beneficiary shall have consented to such merger in writing.

SECTION 11.3. Concerning Beneficiary.

(i) The Beneficiary has been appointed as Administrative Agent pursuant to the Credit Agreement. The actions of the Beneficiary hereunder are subject to the provisions of the Credit Agreement. The Beneficiary shall have the right hereunder to make demands, to give notices, to exercise or refrain from exercising any rights, and to take or refrain from taking action (including, without limitation, the release or substitution of the Mortgaged Property), in accordance with this Deed of Trust and the Credit Agreement. The Beneficiary may employ agents and attorneys-in-fact in connection herewith and shall not be liable for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith. Each Secured Party, by its acceptance of the benefits hereof, agrees that it shall have no right individually to realize upon any of the Mortgaged Property hereunder, it being understood and agreed by such Secured Party that all rights and remedies hereunder may be exercised solely by the Beneficiary for the ratable benefit of the Secured Parties in accordance with the terms of this Deed of Trust and the Credit Agreement. The Beneficiary may resign and a successor Beneficiary may be appointed in the manner provided in the Credit Agreement. Upon the acceptance of any appointment as the Beneficiary by a successor Beneficiary, that successor Beneficiary shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Beneficiary under this Deed of Trust, and the retiring Beneficiary shall thereupon be discharged from its duties and obligations under this Deed of Trust. After any retiring Beneficiary's resignation, the provisions hereof shall inure to its benefit as to any actions taken or omitted to be taken by it under this Deed of Trust while it was the Beneficiary.

(ii) The Beneficiary shall be deemed to have exercised reasonable care in the custody and preservation of the Mortgaged Property in its possession if such Mortgaged Property is accorded treatment substantially equivalent to that which the Beneficiary, in its individual capacity, accords its own property consisting of similar property, instruments or interests, it being understood that neither the Beneficiary nor any of the Secured Parties shall have responsibility for taking any necessary steps to preserve rights against any person with respect to any Mortgaged Property.

(iii) The Beneficiary shall be entitled to rely upon any written notice, statement, certificate, order or other document or any telephone message believed by it to be genuine and

correct and to have been signed, sent or made by the proper person, and, with respect to all matters pertaining to this Deed of Trust and its duties hereunder, upon advice of counsel selected by it.

(iv) If any portion of the Mortgaged Property also constitutes collateral granted to the Beneficiary under any other deed of trust, mortgage, security agreement, pledge or instrument of any type, in the event of any conflict between the provisions hereof and the provisions of such other deed of trust, mortgage, security agreement, pledge or instrument of any type in respect of such collateral, the provisions of the Deed of Trust shall control, unless the deed of trust, mortgage, security agreement, pledge or instrument of any type of such Mortgaged Property expressly states that such document controls.

(v) The Beneficiary may rely on advice of counsel as to whether any or all UCC financing statements of the Trustor need to be amended as a result of any of the changes described in Section 5.11 of the Credit Agreement. If the Trustor fails to provide information to the Beneficiary about such changes on a timely basis, the Beneficiary shall not be liable or responsible to any party for any failure to maintain a perfected security interest in any portion of the Mortgaged Property, for which the Beneficiary needed to have information relating to such changes. The Beneficiary shall have no duty to inquire about such changes if the Trustor does not inform the Beneficiary of such changes, the parties acknowledging and agreeing that it would not be feasible or practical for the Beneficiary to search for information on such changes if such information is not provided by the Trustor.

SECTION 11.4. Beneficiary May Perform; Beneficiary Appointed Attorney-in-Fact. If Trustor shall fail to perform any covenants contained in this Deed of Trust in any material respect or if any representation or warranty on the part of Trustor contained herein shall be breached in any material respect, the Beneficiary may (but shall not be obligated to) do the same or cause it to be done or remedy any such breach, and may expend funds for such purpose; provided, however, that the Beneficiary shall in no event be bound to inquire into the validity of any tax, Lien, imposition or other obligation which Trustor fails to pay or perform as and when required hereby and which Trustor does not contest in accordance with the provisions of the Credit Agreement. Any and all reasonable and documented amounts so expended by the Beneficiary shall be paid by Trustor in accordance with the provisions of Section 9.04 of the Credit Agreement. Neither the provisions of this Section 11.4 nor any action taken by the Beneficiary pursuant to the provisions of this Section 11.4 shall prevent any such failure to observe any covenant contained in this Deed of Trust nor any breach of representation or warranty from constituting an Event of Default, to the extent such failure to observe any covenant contained in this Deed of Trust or any breach of representation or warranty would constitute an Event of Default pursuant to the terms of this Deed of Trust. Trustor hereby appoints the Beneficiary its attorney-in-fact, with full power and authority in the place and stead of Trustor and in its name, or otherwise, from time to time in the Beneficiary's discretion, to take any action and to execute any instrument consistent with the terms of the Credit Agreement, this Deed of Trust and the other Loan Documents which the Beneficiary may deem necessary or advisable to accomplish the purposes hereof (but the Beneficiary shall not be obligated to and shall have no liability to Trustor or any third party for failure to so do or take action). The foregoing grant of authority is a power of attorney coupled with an interest and such appointment shall be irrevocable for the term hereof. Trustor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

SECTION 11.5. Continuing Security Interest; Assignment. This Deed of Trust shall create a continuing Lien on and security interest in the Mortgaged Property and shall (i) be binding upon the Trustor, its successors and assigns and (ii) inure, together with the rights and remedies of the Beneficiary hereunder, to the benefit of the Beneficiary for the benefit of the Secured Parties and each of their respective successors, transferees and assigns. No other persons (including any other creditor of any Loan Party) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (ii), any Secured Party may assign or otherwise transfer any indebtedness held by it secured by this Deed of Trust to any other person, and such other person shall thereupon become vested with all the benefits in respect thereof granted to such Secured Party, herein or otherwise, subject, however, to the provisions of the Credit Agreement. The Trustor agrees that its obligations hereunder and the security interest created hereunder shall continue to be effective or be reinstated, as applicable, if at any time payment, or any part thereof, of all or any part of the Obligations is rescinded or must otherwise be restored by the Secured Party upon the bankruptcy or reorganization of any Loan Party or otherwise.

SECTION 11.6. Termination; Release. Section 11.4 of the Security Agreement is hereby incorporated *mutatis mutandis*.

SECTION 11.7. Waivers; Amendment.

(a) No failure on the part of the Beneficiary to exercise, no course of dealing with respect to, and no delay on the part of the Beneficiary in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Beneficiary be required to look first to, enforce or exhaust any other security, collateral or guaranties. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

(b) No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure by Trustor therefrom, shall be effective unless the same shall be made in accordance with the terms of the Credit Agreement and unless in writing and signed by the Beneficiary. Any amendment, modification or supplement of or to any provision hereof, any waiver of any provision hereof and any consent to any departure by Trustor from the terms of any provision hereof in each case shall be effective only in the specific instance and for the specific purpose for which made or given by the Beneficiary. Except where notice is specifically required by this Deed of Trust or any other document evidencing the Obligations, no notice to or demand on Trustor in any case shall entitle Trustor to any other or further notice or demand in similar or other circumstances.

SECTION 11.8. Notices. Unless otherwise provided herein or in the Credit Agreement, any notice or other communication herein required or permitted to be given shall be given in the manner and become effective as set forth in the Credit Agreement, as to Trustor, addressed to it at the address of the Borrower set forth in the Credit Agreement and as to the Beneficiary, addressed to it at the address set forth in the Credit Agreement, or in each case at such

other address as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Section 11.8.

SECTION 11.9. GOVERNING LAW; SERVICE OF PROCESS; WAIVER OF JURY TRIAL.

(a) THIS DEED OF TRUST SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ITEM OR TYPE OF MORTGAGED PROPERTY ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(b) The terms of Sections 9.10(d) and 9.11 of the Credit Agreement with respect to service of process and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

SECTION 11.10. Severability of Provisions. Any provision hereof which is invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without invalidating the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

SECTION 11.11. Relationship. The relationship of the Beneficiary to the Trustor hereunder is strictly and solely that of lender and borrower and beneficiary and trustor and nothing contained in the Credit Agreement, this Deed of Trust or any other document or instrument now existing and delivered in connection therewith or otherwise in connection with the Obligations is intended to create, or shall in any event or under any circumstance be construed as creating a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between the Beneficiary and the Trustor other than as lender and borrower and beneficiary and trustor.

SECTION 11.12. No Credit for Payment of Taxes or Impositions. The Trustor shall not be entitled to any credit against the principal, premium, if any, or interest payable under the Credit Agreement, and the Trustor shall not be entitled to any credit against any other sums which may become payable under the terms thereof or hereof, by reason of the payment of any Charge on the Mortgaged Property or any part thereof.

SECTION 11.13. No Claims Against the Beneficiary. Nothing contained in this Deed of Trust shall constitute any consent or request by the Beneficiary, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof, nor as giving the Trustor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against the Beneficiary in respect thereof or any claim that any Lien based on the performance of such

labor or services or the furnishing of any such materials or other property is prior to the Lien hereof.

SECTION 11.14. No Release. Nothing set forth in this Deed of Trust, nor the exercise by the Beneficiary of any of the rights or remedies hereunder, shall relieve the Trustor from the performance of any term, covenant, condition or agreement on the Trustor's part to be performed or observed under or in respect of any of the Mortgaged Property or from any liability to any person under or in respect of any of the Mortgaged Property or shall impose any obligation on the Beneficiary or any other Secured Party to perform or observe any such term, covenant, condition or agreement on the Trustor's part to be so performed or observed or shall impose any liability on the Beneficiary or any other Secured Party for any act or omission on the part of the Trustor relating thereto or for any breach of any representation or warranty on the part of the Trustor contained in this Deed of Trust, the Credit Agreement or the other Loan Documents, or under or in respect of the Mortgaged Property or made in connection herewith or therewith. Anything herein to the contrary notwithstanding, neither the Beneficiary nor any other Secured Party shall have any obligation or liability under any contracts, agreements and other documents included in the Mortgaged Property by reason of this Deed of Trust, nor shall the Beneficiary or any other Secured Party be obligated to perform any of the obligations or duties of the Trustor thereunder or to take any action to collect or enforce any such contract, agreement or other document included in the Mortgaged Property. The obligations of the Trustor contained in this Section 11.14 shall survive the termination hereof and the discharge of the Trustor's other obligations under this Deed of Trust, the Credit Agreement and the other Loan Documents.

SECTION 11.15. Obligations Absolute. All obligations of the Trustor hereunder shall be absolute and unconditional irrespective of:

- (i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of any other Loan Party;
- (ii) any lack of validity or enforceability of the Credit Agreement or any other Loan Document, or any other agreement or instrument relating thereto;
- (iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other Loan Document or any other agreement or instrument relating thereto;
- (iv) any pledge, exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee, for all or any of the Obligations;
- (v) any exercise, non-exercise or waiver of any right, remedy, power or privilege under or in respect hereof, the Credit Agreement or any other Loan Document except as specifically set forth in a waiver granted pursuant to the provisions of Section 11.7 hereof; or



(vi) any other circumstances which might otherwise constitute a defense available to, or a discharge of, Trustor.

SECTION 11.16. Beneficiary's Fees and Expenses; Indemnification. The parties hereto agree that the Beneficiary shall be entitled to reimbursement of its reasonable out-of-pocket expenses incurred hereunder and indemnity for its actions in connection herewith as provided in Section 9.04 of the Credit Agreement.

SECTION 11.17. Conflicts; Customary Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Deed of Trust (other than Section 2.1 hereof), the terms of the Intercreditor Agreements shall govern. Notwithstanding anything herein to the contrary, the priority of the Lien and security interest granted to the Beneficiary pursuant to any Loan Document and the exercise of any right or remedy in respect of the Mortgaged Property by the Beneficiary (or any Secured Party) hereunder or under any other Loan Document are subject to the provisions of the Intercreditor Agreements and in the event of any conflict between the terms of the Intercreditor Agreements and any Loan Document, the terms of the Intercreditor Agreements shall govern and control with respect to the exercise of any such right or remedy.

SECTION 11.18. Variable Interest Rate Deed of Trust. This Deed of Trust is a variable interest rate deed of trust with interest that can vary as set forth in the Credit Agreement.

SECTION 11.19. Nature of Liens. Pursuant to that certain First Lien Intercreditor Agreement by and among Trustor, U.S. Bank Trust Company, National Association and Beneficiary, dated as of August 8, 2024, as amended, amended and restated, supplemented or otherwise modified from time to time, this Deed of Trust is pari passu and of equal priority with that certain deed of trust dated as of the date hereof and executed by Trustor in favor of U.S. Bank Trust Company, National Association.

SECTION 11.20. Concerning the Trustee. Notwithstanding anything in this Deed of Trust to the contrary, (a) all references in this Deed of Trust to the Trustee shall mean and refer to the Trustee acting for and on behalf of Beneficiary for the benefit of the Secured Parties, (b) any and all rights, powers and privileges of the Trustee herein referenced shall be exercised at the direction of Beneficiary and for and on behalf of Beneficiary for the benefit of the Secured Parties, and (c) any references to Beneficiary that should have been to the Trustee or both, shall be construed in accordance with applicable law and either Beneficiary, Trustee or both shall be permitted to act, as permitted by applicable law.

## ARTICLE XII. LOCAL LAW PROVISIONS

SECTION 12.1. Principles of Construction. In the event of any inconsistencies between the terms and provisions of this Article XII and the terms and provision of the other Sections and Articles of the Deed of Trust, the terms and provisions of this Section XII shall govern and control.

SECTION 12.2. Remedies of Trustee. Subject to the Credit Agreement, upon the occurrence and during the continuance of an Event of Default under the terms of the Credit Agreement, in addition to any rights and remedies provided for in the Credit Agreement, and to the extent permitted by applicable law, the following provisions apply.

(a) Sale by Trustee Pursuant to Power of Sale; Judicial Foreclosure. After the lapse of such time as may then be required by *Utah Code Ann § 57-1-24* or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by *Utah Code Ann § 57-1-25* and *§ 57-1.26* or other applicable law, Trustee, without demand on Trustor, shall sell the Mortgaged Property on the date and at the time and place designated in the notice of sale, in such order as Trustee may determine (but subject to Trustor's statutory right under *Utah Code Ann § 57-1-27* to direct the order in which the Mortgaged 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 or on such other terms as are set forth in the notice of sale. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed and, in every such 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 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 Code Ann § 57-1-27*, Trustee shall execute and deliver to the purchaser a trustee's deed, in accordance with *Utah Code Ann § 57-1-28*, conveying the Mortgaged Property so sold, but without any covenant of warranty, express or implied. The recitals in the trustee's 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 as follows:

- i. *First:* To the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorneys' fees actually incurred not to exceed the amount which may be provided for in the trust deed.
- ii. *Second:* To payment of the Obligations secured by this Deed of Trust.
- iii. *Third:* The balance, if any, to the person or persons legally entitled to the proceeds, or Trustee, in the Trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with *Utah Code Ann § 57-1-29*.

Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Mortgaged Property, whether by payment of cash or by credit bid in accordance with *Utah Code Ann § 57-128(1)(b)*. In the event of a successful credit bid, Trustee shall make settlement for the purchase price by

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crediting to the Obligations of Trustor secured by this Deed of Trust such credit bid amount. Beneficiary upon so acquiring the Mortgaged Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws. For purposes of *Utah Code Ann § 57-1-28*, Trustor agrees that (i) all default rate interest and late charges, if any, owing from time to time under the Obligations shall constitute a part of and be entitled to the benefits of Beneficiary's lien upon the Mortgaged Property, and (ii) Beneficiary or Trustee may add all default rate interest and late charges, if any, owing from time to time under the Deed of Trust to the principal balance of the Deed of Trust, and in either case Beneficiary or Trustee may include the amount of all unpaid late charges in any credit bid Trustee may make at a foreclosure sale of the Mortgaged Property pursuant to this Deed of Trust.

In the event of any amendment to the provisions of Utah Code Annotated Title 57 or other provisions of the Utah Code Annotated referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

(b) Election to Foreclose as a Mortgage. Upon the occurrence and during the continuance 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 and disbursements 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 Mortgaged Property, or any portion thereof, and all rights to require Mortgaged 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 Mortgaged Property, and attorneys' fees as herein provided, second to pay to Beneficiary the then outstanding amount of the Obligations with interest at the applicable rate set forth in the Credit Agreement, and third to the person so entitled. Beneficiary may purchase all or any part of the Mortgaged 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 set forth in the Credit Agreement.

(c) Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Trustee may be entitled after applications of the proceeds of any trustee's sale, and Trustee may commence suit to collect such deficiency in accordance with *Utah Code Ann § 57-1-32* or other applicable law. Trustor agrees for purposes of *Utah Code Ann § 57-1-32* that the value of the Mortgaged Property as determined and set forth in an appraisal of the Mortgaged Property as

obtained by Trustee on or about the date of the sale or the recording of a notice of default and election to sell shall constitute the "fair market value" of the Mortgaged Property for purposes of *Utah Code Ann. § 57-1-32*.

(d) Obligation Secured. For purposes of *Utah Code Ann. §§ 57-1-32 and 57-1-28*, the total indebtedness secured by this Deed of Trust shall include all amounts payable by Trustor hereunder, including any increased rate of interest, any defeasance or prepayment payments or other amounts or obligations, all of which shall constitute "beneficiary's lien on the trust property."

(e) One Action Rule and Deficiency Statute. Trustor knowingly waives, to the fullest extent permitted by applicable law, the rights, protections and benefits afforded to Trustor under *Utah Code Ann. §§ 78B-6-901 and 57-1-32* and any successor or replacement statute or any similar laws or benefits.

(f) Reinstatement. If Trustor, Trustor's successor in interest or any other person having a subordinate lien or encumbrance of record on the Mortgaged Property, reinstates this Deed of Trust within three (3) months of the recordation of a notice of default in accordance with *Utah Code Ann. § 57-1-31(1)*, such party shall pay to Trustee the reasonable cancellation fee contemplated by *Utah Code Ann. § 57-1-31(2)*, as determined by Trustee, in accordance with its then current policies and procedures, whereupon Beneficiary or Trustee shall record a notice of cancellation of the pending sale.

SECTION 12.3. Trustee's Fees and Expenses. In no event shall Trustor be required to pay to Trustee any fees or compensation in excess of amounts permitted by *Utah Code Ann. § 57-1-21.5*.

SECTION 12.4. Integration. PURSUANT TO UTAH CODE ANN. § 25-5-4, TRUSTOR IS NOTIFIED THAT THIS DEED OF TRUST AND THE SECURITY AGREEMENT GOVERNING, EVIDENCING AND SECURING THE INDEBTEDNESS SECURED HEREBY REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES

SECTION 12.5. Liens. Trustor shall promptly discharge any mechanics', laborers', materialmen's or similar lien or any other lien, charge, attachment, or lis pendens filed or recorded against the Mortgaged Property which relates to Trustor or the Mortgaged Property.

SECTION 12.6. Fixture Filing. This Deed of Trust covers goods which are or are to become fixtures and is effective as a financing statement filed as a fixture filing, and is to be filed in the real estate records in Cache County, Utah. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT, AND IS FILED AS A FIXTURE FILING, WITH RESPECT TO ANY PORTION OF THE MORTGAGED 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

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REPLACEMENTS, SUBSTITUTIONS, AND ADDITIONS TO SUCH MORTGAGED 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 RECORD OWNER OF THE MORTGAGED PROPERTY.

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IN WITNESS WHEREOF, the Trustor has caused this Deed of Trust to be duly executed and delivered under seal the day and year first above written.

**TRUSTOR:**

R. R. Donnelley & Sons Company,  
a Delaware corporation

By: *Eric G. Hess*  
Name: Eric Hess  
Title: Vice President, Treasurer

STATE OF ILLINOIS     §  
                                      §  
COUNTY OF COOK     §

This instrument was acknowledged before me on this 22<sup>nd</sup> day of November, 2024, by Eric Hess as Vice President, Treasurer of R. R. DONNELLEY & SONS COMPANY, a Delaware corporation, on behalf of said corporation.

Witness my hand and official seal

My commission expires: 01/03/2028

*Laura J Geis*  
Notary Public

SEAL:



Schedule A

Legal Description

Legal Description of premises located at 630 West 1000 North, Logan, Cache County, UT:

Real property in the City of Logan, County of Cache, State of Utah, described as follows:

ALL OF LOT 6, BLOCK 25 OR 45, PLAT "A", LOGAN FARM SURVEY, LYING AND BEING WEST OF A COUNTY ROAD RUNNING NORTH AND SOUTH, ACCORDING TO THE OFFICIAL PLAT THEREOF AS FILED IN THE OFFICE OF THE CACHE COUNTY RECORDER, LOGAN CITY, UTAH.