

14241166 B: 11491 P: 7014 Total Pages: 12
05/16/2024 10:58 AM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Return To:
Betzy Taylor
Granite Federal Credit Union
3675 South 900 East
Salt Lake City, Utah 84106

Prepared By:
Betzy Taylor
Granite Federal Credit Union
3675 South 900 East
Salt Lake City, Utah 84106
Phone: 801-288-3137

Tax Serial Number(s): 16-17-405-017 & 16-30-326-026

177057-MCP

STATE OF UTAH _____ SPACE ABOVE THIS LINE FOR RECORDING DATE

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is entered into at Salt Lake City, Utah, as of **May 16, 2024**, between **Red Brick Wells, Inc.**, a Utah corporation, with an address of **2319 S. Foothill Dr. STE 160, Salt Lake City, Utah 84109** (the "Assignor") and Granite Federal Credit Union, a Federal Credit Union with an address of 3675 South 900 East, Salt Lake City, Utah 84106 (the "Lender").

The real property which is the subject matter of this Assignment has the following address(es): **1885 South McClelland Street, Salt Lake City, Utah 84105 & 281 East Crestone Avenue, South Salt Lake, Utah 84115** (the "Address(es)").

1. COLLATERAL ASSIGNMENT OF LEASES AND RENTS

1.1 Collateral Assignment of Leases and Rents. For valuable consideration paid and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby assigns to the Lender, all of the Assignor's rights and benefits under any and all Leases (as herein defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the "Property" described below, to secure the prompt payment and performance of the Obligations (as herein defined), including without limitation, all amounts due and owing to the Lender and all obligations respecting that certain **Construction Note**, dated **May 16, 2024**, by **Red Brick Wells, Inc.** in favor of the Lender in the original principal amount of **\$7,376,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents.

The amount of principal obligations outstanding and evidenced by the Loan Documents and secured by this Assignment total **\$7,376,000.00** as of the date of this Assignment (the "Amount"), but Assignment shall nevertheless secure payment and performance of all Obligations including, without

limitation, any other liabilities and future advances, direct or indirect, absolute or contingent, now existing or hereafter arising from Assignor to Lender.

1.2 License to Collect Rents. This Assignment shall be absolute and effective immediately, but the Assignor shall have a license, revocable by Lender, to continue to collect rents owing under the Leases until an Event of Default (as herein defined) occurs and the Lender exercises its rights and remedies to collect such rents as set forth herein.

1.3 Property. The term "Property," as used in this Assignment, shall mean that certain parcel of land and the fixtures, structures and improvements now or hereafter thereon located at the Address(es), as more particularly described in Exhibit A attached hereto.

1.4 Leases. The term "Leases", as used in this Assignment, shall mean all of the rights and benefits of the Assignor under any present or future leases and agreements relating to the Property, including, without limitation, rents, issues and profits, or the use or occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of the Assignor of any kind arising thereunder.

1.5 Obligations. The term "Obligation(s)," as used in this Assignment, shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, now or hereafter owing by the Assignor to the Lender at any time, of each and every kind, nature and description, whether arising under this Assignment or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Assignor to the Lender; or are due indirectly by the Assignor to the Lender as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Lender, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted, including, without limitation, payment of all amounts outstanding when due pursuant to the terms of any of the Loan Documents. Said term shall also include all interest and other charges chargeable to the Assignor or due from the Assignor to the Lender from time to time and all costs and expenses referred to in this Assignment, including the costs and expenses (including reasonable attorney's fees) of enforcement of the Lender's rights hereunder or pursuant to any document or instrument executed in connection herewith.

1.6 Cross-Collateral and Future Advances. It is the express intention of the Assignor that this Assignment secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of future advances by the Lender or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Assignment. Notice of the continuing grant of this Assignment shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. REPRESENTATIONS, WARRANTIES, COVENANTS

2.1 Representations and Warranties. The Assignor represents and warrants that:

- (a) This Assignment has been duly executed and delivered by the Assignor and is the legal, valid and binding obligation of the Assignor enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally;
- (b) The Assignor is the sole legal owner of the Property, holding good and marketable fee simple title to the Property, subject to no liens, encumbrances, leases, security interests or rights of others, other than as approved by the Lender in writing (the "Permitted Encumbrances");

- (c) The Assignor is the sole legal owner of the entire lessor's interest in the Leases and the Assignor has not executed any other assignment of the Leases or any of the rights or rents arising thereunder;
- (d) As of the date hereof, there are no Hazardous Substances (as herein defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Lender; and
- (e) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction or otherwise subject to the provisions of the Federal Truth in Lending Act, Federal Reserve Board Regulation Z, any similar Utah laws, or other such consumer statutes or regulations and restrictions.

2.2 Recording; Further Assurances. The Assignor covenants that it shall, at its sole cost and expense and upon the request of the Lender, cause this Assignment, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations as may be required by law in order to establish, preserve and protect the interest of the Lender in the Property and the Leases and the rights of the Lender under this Assignment. Upon the written request of the Lender, and at the sole expense of the Assignor, the Assignor will promptly execute and deliver such further instruments and documents and take such further actions as the Lender may deem desirable to obtain the full benefits of this Assignment and of the rights and powers herein granted, including, without limitation, obtaining any consents or estoppel certificates of lessees under the Leases that the Lender deems appropriate.

2.3 Restrictions on the Assignor. The Assignor covenants that it will not, nor will it permit any other person to, directly or indirectly, without the prior written approval of the Lender in each instance:

- (a) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Assignor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Assignment;
- (b) Permit the use, generation, treatment, storage, release or disposition of any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable Federal or state law, regulation or rule ("Hazardous Substances"); or
- (c) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment or other encumbrance or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any Federal, state or local statute, rule, regulation or law pertaining to the release or cleanup of Hazardous Substances and (ii) any mechanics' or materialmen's lien. The Assignor further agrees to give the Lender prompt written notice of the imposition, or notice, of any lien referred to in this Section and to take any action necessary to secure the prompt discharge or release of the same. The Assignor agrees to defend its title to the Property and the Lender's interest therein against the claims of all persons and, unless the Lender requests otherwise, to appear in and diligently contest, at the Assignor's sole cost and expense, any action or proceeding that purports to affect the Assignor's title to the Property or the priority or validity of this Assignment or the Lender's interest hereunder.

2.4 Operation of Property. The Assignor covenants and agrees as follows:

- (a) The Assignor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all Federal, state and local laws, ordinances and regulations, and will obtain and maintain all governmental or other approvals relating to the Assignor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or cleanup of Hazardous Substances, and will give prompt written notice to the Lender of (i) any violation of

any such law, ordinance or regulation by the Assignor or relating to the Property, (ii) receipt of notice from any Federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;

- (b) The Assignor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Lender may require, provided that, in any case, the Assignor shall maintain: (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable Federal law and as otherwise required by the Lender; (iii) comprehensive commercial general liability insurance; (iv) rent loss and business interruption insurance; and (v) such other insurance as the Lender may require from time to time, including builder's risk insurance in the case of construction loans. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the state where the Property is located, be otherwise acceptable to the Lender, provide deductible amounts acceptable to the Lender, name the Lender as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least Thirty(30) days prior written notice to the Lender. Such policies shall include (i) a mortgage endorsement determined by the Lender in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of the Lender, shall not be invalidated by any act or neglect of the Assignor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as the Lender may request. The Assignor will furnish to the Lender upon request such original policies, certificates of insurance or other evidence of the foregoing as are acceptable to the Lender. The terms of all insurance policies shall be such that no coinsurance provisions apply, or if a policy does contain a coinsurance provision, the Assignor shall insure the Property in an amount sufficient to prevent the application of the coinsurance provisions;
- (c) Assignor will not enter into or modify the Leases without the prior written consent of the Lender, execute any assignment of the Leases except in favor of the Lender, or accept any rentals under any Lease for more than one month in advance and will at all times perform and fulfill every term and condition of the Leases;
- (d) Assignor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit the Lender and the Lender's agents, employees and representatives, at such reasonable times as the Lender may request, to enter and inspect the Property and such books and records; and
- (e) Assignor will at all times keep the Property in good and first-rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.5 Payments. The Assignor covenants to pay when due: all Federal, state, municipal or other taxes, betterment and improvement assessments and other governmental levies, water rates, sewer charges, insurance premiums and other charges on the Property, this Assignment or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Lender, the Assignor shall deposit from time to time with the Lender sums determined by the Lender to be sufficient to pay when due the amounts referred to in this Section. The Assignor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Lender's request, provides the Lender with

adequate cash security, in the Lender's reasonable judgment, against the enforcement thereof. The Assignor shall furnish to the Lender the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. The Assignor shall also furnish to the Lender evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Lender.

2.6 Notices; Notice of Default. The Assignor will deliver to the Lender, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use, or claim that the Assignor is in default in the performance or observance of any of the terms hereof or that the Assignor or any tenant is in default of any terms of the Leases. The Assignor further agrees to deliver to the Lender written notice promptly upon the occurrence of any Event of Default hereunder or event that with the giving of notice or lapse of time, or both, would constitute an Event of Default hereunder.

2.7 Takings. In case of any condemnation or expropriation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, the Assignor shall promptly give written notice to the Lender, describing the nature and extent thereof. The Lender may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and the Assignor shall promptly give to the Lender copies of all notices, pleadings, determinations and other papers relating thereto. The Assignor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. The Assignor shall not settle any such claim without the Lender's prior written consent. The Assignor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree or otherwise, in trust for the Lender and promptly pay the same to the Lender. The Assignor authorizes any award or settlement due in connection with a Taking to be paid directly to the Lender in amounts not exceeding the Obligations. The Lender may apply such amounts to the Obligations in such order as the Lender may determine.

2.8 Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Lender and, at the option of the Lender, be applied to the Obligations in such order as the Lender may determine; provided, however, that if the Lender shall require repair of the Property, the Lender may release all or any portion of such proceeds to the Assignor for such purpose. Any insurance proceeds paid to the Assignor shall be held in trust for the Lender and promptly paid to it.

3. CERTAIN RIGHTS OF THE LENDER

3.1 Legal Proceedings. The Lender shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceeding that, in the Lender's reasonable judgment, might affect the Property or any of the rights created or secured by this Assignment. The Lender shall have such right whether or not there shall have occurred an Event of Default hereunder.

3.2 Appraisals/Assessments. The Lender shall have the right, at the Assignor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as the Lender deems necessary or as may be required by applicable law, or prevailing Lender credit or underwriting policies.

3.3 Financial Statements. The Lender shall have the right, at the Assignor's sole cost and expense, to require delivery of financial statements in form and substance acceptable to Lender from the Assignor or any guarantor of any of the Obligations and the Assignor hereby agrees to deliver such financial statements and/or cause any such guarantor to so deliver any such financial statement when required by Lender.

3.4 Tax Return. The Assignor shall deliver to the Lender on or before May 1 of each year or such other date approved by the Lender, the Assignor's filed Federal and any applicable state tax returns for the prior year.

3.5 Leases and Rent Roll. The Assignor shall deliver to the Lender during each calendar year and at such other times as the Lender shall request a rent roll for the Property, in form acceptable to the Lender, listing all tenants and occupants and describing all of the Leases..

4. DEFAULTS AND REMEDIES

4.1 Events of Default. "Event of Default" shall mean the occurrence of any one or more of the following events:

- (a) default of any liability, obligation, covenant or undertaking of the Assignor or any guarantor of the Obligations to the Lender, hereunder or otherwise, including, without limitation, failure to pay in full and when due any installment of principal or interest or default of the Assignor or any guarantor of the Obligations under any other Loan Document or any other agreement with the Lender;
- (b) failure by the Assignor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Assignment;
- (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii) issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;
- (d) failure of the Assignor or any guarantor of the Obligations to maintain aggregate collateral security value satisfactory to the Lender;
- (e) default of any material liability, obligation or undertaking of the Assignor or any guarantor of the Obligations to any other party;
- (f) if any statement, representation or warranty heretofore, now or hereafter made by the Assignor or any guarantor of the Obligations in connection with this Agreement or in any supporting financial statement of the Assignor or any guarantor of the Obligations shall be determined by the Lender to have been false or misleading in any material respect when made;
- (g) if the Assignor or any guarantor of the Obligations is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or the division of such organization into one or more entities, or its ceasing to carry on actively its present business or the appointment of a receiver for its property;
- (h) the death of the Assignor or any guarantor of the Obligations and, if the Assignor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member;
- (i) the institution by or against the Assignor or any guarantor of the Obligations of any proceedings under the Bankruptcy Code 11 USC §101 *et seq.* or any other law in which the Assignor or any guarantor of the Obligations is alleged to be insolvent or unable to pay its debts as they mature, or the making by the Assignor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Assignor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;
- (j) the service upon the Lender of a writ in which the Lender is named as trustee of the Assignor or any guarantor of the Obligations;

- (k) a judgment or judgments for the payment of money shall be rendered against the Assignor or any guarantor of the Obligations, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution;
- (l) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Assignor or any guarantor of the Obligations;
- (m) the termination or revocation of any guaranty of the Obligations; or
- (n) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Assignor or any guarantor of the Obligations, or the occurrence of any other event or circumstance, such that the Lender, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Assignor or any guarantor of the Obligations to the Lender has been or may be impaired.

4.2 Remedies. On the occurrence of any Event of Default the Lender may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

- (a) Declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by the Assignor except for Obligations due and payable on demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;
- (b) Enter, take possession of, manage and operate the Property (including all personal property and all records and documents pertaining thereto) and any part thereof and exclude the Assignor therefrom, take all actions it deems necessary or proper to preserve the Property and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law; provided, however, the entry by the Lender upon the Property for any reason shall not cause the Lender to be a mortgagee in possession, except upon the express written declaration of the Lender;
- (c) With or without taking possession, receive and collect all rents, income, issues and profits ("Rents") from the Property (including all real estate and personal property and whether past due or thereafter accruing), including as may arise under the Leases, and the Assignor appoints the Lender as its true and lawful attorney with the power for the Lender in its own name and capacity to demand and collect Rents and take any action that the Assignor is authorized to take under the Leases. The Lender shall (after payment of all costs and expenses incurred) apply any Rents received by it to the Obligations in such order as the Lender determines, or in accordance with any applicable statute, and the Assignor agrees that exercise of such rights and disposition of such funds shall not constitute a waiver of any foreclosure once commenced nor preclude the later commencement of foreclosure for breach thereof. The Lender shall be liable to account only for such Rents actually received by the Lender. Lessees under the Leases are hereby authorized and directed, following notice from the Lender, to pay all amounts due the Assignor under the Leases to the Lender, whereupon such lessees shall be relieved of any and all duty and obligation to the Assignor with respect to such payments so made;
- (d) Cause one or more environmental assessments to be taken, arrange for the cleanup of any Hazardous Substances or otherwise cure the Assignor's failure to comply with any statute, regulation or ordinance relating to the presence or cleanup of Hazardous Substances, and the Assignor shall provide the Lender or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved the

Assignor from any responsibility therefor or given the Lender "control" over the Property or cause the Lender to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and

- (e) Take such other actions or proceedings as the Lender deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations, including, without limitation, appointment of a receiver (and the Assignor hereby waives any right to object to such appointment) and exercise of any of the Lender's remedies provided in the Obligations or in any document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code, Chapter 1 of Title 57 of the Utah Code, or under other applicable law.

In addition Lender shall have all other remedies provided by applicable law. The Assignor agrees and acknowledges that the acceptance by the Lender of any payments from either the Assignor or any guarantor after the occurrence of any Event of Default, the exercise by the Lender of any remedy set forth herein or the commencement, discontinuance or abandonment of foreclosure proceedings against the Property shall not waive the Lender's subsequent or concurrent right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Lender. The Assignor agrees and acknowledges that the Lender, by making payments or incurring costs described herein, shall be subrogated to any right of the Assignor to seek reimbursement from any third parties, including, without limitation, any predecessor in interest to the Assignor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances.

4.3 Advances. If the Assignor fails to pay or perform any of its obligations respecting the Property, the Lender may in its sole discretion do so without waiving or releasing Assignor from any such obligation. Any such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property. Any amounts paid by the Lender hereunder shall be, until paid, part of the Obligations and secured by this Assignment, and shall be due and payable to the Lender, on demand, together with interest thereon to the extent permitted by applicable law, at the highest rate set forth in the Obligations.

4.4 Cumulative Rights and Remedies. All of the foregoing rights, remedies and options (including without limitation the right to enter and take possession of the Property, the right to manage and operate the same, and the right to collect Rents, in each case whether by a receiver or otherwise) are cumulative and in addition to any rights the Lender might otherwise have, whether at law or by agreement, and may be exercised separately or concurrently and none of which shall be exclusive of any other. The Assignor further agrees that the Trustee and Lender may exercise any or all of its rights or remedies set forth herein without having to pay the Assignor any sums for use or occupancy of the Property.

4.5 Assignor's Waiver of Certain Rights. To the extent permitted by applicable law, the Assignor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

5. MISCELLANEOUS

5.1 Costs and Expenses. To the extent permitted by applicable law, the Assignor shall pay to the Trustee or Lender, on demand, all reasonable expenses (including attorneys' fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Trustee or Lender in connection with the Trustee's or Lender's interpretation, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Assignment and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law, until paid in full

by the Assignor at the highest rate set forth in the Obligations. Any amounts owed by the Assignor hereunder shall be, until paid, part of the Obligations and secured by this Assignment, and the Lender shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Assignor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds.

5.2 Indemnification Regarding Leases. The Assignor hereby agrees to defend, and does hereby indemnify and hold the Lender and each of its directors, officers, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of the Lender to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon the Lender or any Indemnitee or make them liable for performance of any of the obligations of the Assignor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

5.3 Indemnification Regarding Hazardous Substances. The Assignor hereby agrees to defend, and does hereby indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including, without limitation, litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or cleanup firm incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or cleanup of Hazardous Substances on or affecting the Property. The Assignor agrees its obligations hereunder shall be continuous and shall survive termination or discharge of this Assignment and/or the repayment of all debts to Lender including repayment of all Obligations.

5.4 Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Assignment or the Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use thereof by the Assignor or other person or entity, then the Assignor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. The within indemnification shall survive payment of the Obligations, and/or any termination, release or discharge executed by the Lender in favor of the Assignor.

5.5 Waivers. The Assignor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Lender in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretion (all of which are hereinafter collectively referred to as "the Lender's rights and remedies") hereunder shall constitute a waiver thereof, and no waiver by the Lender of any default of the Assignor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Lender, which consent makes explicit reference to this Assignment. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Lender and the Assignor at any time (whether before, during or after the effective date or term of this Assignment) shall be construed as a waiver, modification or limitation of any of the Lender's rights and remedies under this Assignment (nor shall anything in this Assignment be construed as a waiver, modification or limitation of any of the Lender's rights and remedies under any such other agreement or transaction) but all the Lender's rights and remedies not only under the provisions of this Assignment but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Lender at such time or times and in such order of preference as the Lender in its sole discretion may determine.

5.6 Waiver of Homestead. To the maximum extent permitted under applicable law, the Assignor hereby waives and terminates any homestead rights and/or exemptions respecting the Property under the provisions of any applicable homestead laws, including without limitation, Utah Code 78-23-4 and hereby agrees not to file a declaration of homestead under Utah Code 78-23-4.

5.7 Joint and Several. If there is more than one Assignor, each of them shall be jointly and severally liable for payment and/or performance of all obligations secured by this Assignment and the term "Assignor" shall include each as well as all of them.

5.8 Severability. If any provision of this Assignment or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Assignment (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

5.9 Complete Agreement. This Assignment and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

5.10 Binding Effect of Agreement. This Assignment shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and the Lender shall be entitled to rely thereon) until all obligations are fully and indefeasibly paid. The Lender may transfer and assign this Assignment and deliver any collateral to the assignee, who shall thereupon have all of the rights of the Lender; and the Lender shall then be relieved and discharged of any responsibility or liability with respect to this Assignment and such collateral. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Assignment or the other Loan Documents.

5.11 Notices. Any notices under or pursuant to this Assignment shall be deemed duly received and effective if delivered in hand to any officer or agent of the Assignor or Lender, or if mailed by registered or certified mail, return receipt requested, addressed to the Assignor or Lender at the address set forth in this Assignment or as any party may from time to time designate by written notice to the other party.

5.12 Governing Law. This Assignment shall be governed by the State of Utah.

5.13 Reproductions. This Assignment and all documents which have been or may be hereinafter furnished by the Assignor to the Lender may be reproduced by the Lender by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

5.14 Jurisdiction and Venue. The Assignor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Utah, over any suit, action or proceeding arising out of or relating to this Assignment. The Assignor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. The Assignor hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Assignor's address shown in this Assignment or as notified to the Lender and (ii) by serving the Assignor in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon the Assignor.

5.15 JURY WAIVER. THE ASSIGNOR AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS ASSIGNMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE ASSIGNOR CERTIFIES THAT NEITHER THE LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

EXECUTED as of the date first above written.


Assignor:

Red Brick Wells, Inc.

By: 
Alexey Kotov, Director

STATE OF UTAH
COUNTY OF SALT LAKE COUNTY

On the 15 day of MAY, 2024 before me, CORTLUND G. ASHTON, a Notary Public, personally appeared Alexey Kotov, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to in this document, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the document, the individual(s), or the person or the entity upon behalf of which the individual(s) acted, executed the document.

, NOTARY PUBLIC (SEAL)

CORTLUND G. ASHTON
TYPE OR PRINT NAME
MY COMMISSION EXPIRES: 7/25/27

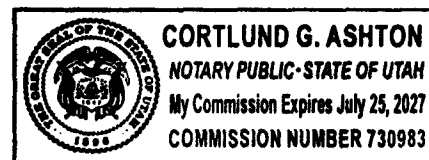


EXHIBIT "A"

Property Description

PARCEL 2:

Commencing at a point South 89°59'39" West 125 feet and South 00°04'09" West 51.33 feet from the Northeast corner of Lot 17, Block 1, Five Acre Plat 'A', Big Field Survey and running thence South 89°59'39" West 120 feet, to the East line of McClelland Street; thence South 13°55'51" East along the East line of McClelland Street 77 feet, 9 inches; thence North 89°59'39" East 100.61 feet; thence North 00°04'09" East 75.44 feet to the place of commencement.

PARCEL 3:

Beginning at a point 103.1 feet West and 142.7 feet North from the Southeast corner of Lot 16, Block 32, Ten Acre Plat 'A', Big Field Survey and running thence West 100.00 feet; thence North 137.51 feet; thence West 50 feet; thence North 61.0 feet; thence East 150.0 feet; thence South 198.51 feet to the point of beginning.