

14378934 B: 11568 P: 1589 Total Pages: 17
05/01/2025 02:05 PM 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

When Recorded, Return to:
Azben Limited, L.L.C.
1223 S Clearview Avenue, Suite 103
Mesa, AZ 85209

Tax Parcel No. 16-33-329-008 & 16-33-329-019
189017-KLP

DEED OF TRUST, ASSIGNMENT OF RENTS, AND FIXTURE FILING

TRUSTOR: Symphony Holdings, LLC, a Utah limited liability company

Address: 1487 S. Silicon Way, Ste. A-4
St. George, UT 84770

BENEFICIARY: Azben Limited, L.L.C., an Arizona limited liability company

Address: 1223 S. Clearview Avenue, Suite 103
Mesa, AZ 85209

TRUSTEE: Hickman Land Title Company

Address: 112 N Main Street
P.O. Box 386
Logan, UT 84321

PROPERTY: 1668 East Forest Hills Dr
Millcreek, UT 84106

PROPERTY in Salt Lake County, Utah, described as (the "*Real Property*"), legally described in Exhibit A attached hereto and by this reference incorporated herein.

This Deed of Trust and Assignment of Rents ("*Deed of Trust*") is made among Trustor, Beneficiary and Trustee who agree as follows:

1. Grant and Conveyance. For good and valuable consideration, Trustor irrevocably grants, warrants, conveys and assigns to Trustee in Trust, with power of sale, and hereby grants to Beneficiary, as a secured party, a security interest in the Real Property and the following described property;

Together with all right, title, or interest of Trustor in any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (collectively, the "*Improvements*"), all of which shall be deemed and construed to be a part of the real property;

Together with all leasehold estate, right, title and interest of Trustor in and to all leases, or subleases covering the Property or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all rights of Trustor against guarantors thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the “*Leases*”);

Together with all rents, issues, profits, revenues and income thereof including all revenue, gross or net receipts, payments, and income derived from any business activity conducted by or on behalf of Trustor on the Real Property (“*Property Income*”);

Together with all easements, licenses, rights, minerals, oil and gas, appurtenances, abandoned or vacated streets, alleys and rights-of-way, privileges and interests now or hereafter attached to or used in connection with the Real Property;

Together with all policies of insurance on the Real Property and/or personal property located on the Real Property, including (a) all materials, supplies, furniture, furnishings, appliances, office supplies, equipment, construction materials, machinery, telephone and other communications equipment; (b) all general intangibles, payment intangibles, instruments, money, accounts, deposit accounts, accounts receivable, consignments and consignment transactions, promissory notes, security deposits, utilities deposits, certificates of deposit, investment property, chattel paper, electronic chattel paper, letters of credit and letter of credit rights, rights to payment under letters of credit, credit card receivables, commercial tort claims, choses in action, goodwill, rights to payment of money, license fees, rental fees, equipment fees and other amounts payable by persons who utilize or occupy or have the right to occupy the Real Property or any of the Improvements or paid by persons to obtain the right to use or occupy the Real Property and any of the Improvements, whether or not so used; (c) licenses, sales contracts, deposits, plans and specifications, drawings, working drawings, studies, maps, surveys; soils, environmental, engineering or other reports, architectural and engineering contracts, construction contracts, construction management contracts, surety bonds, feasibility and market studies, management and operating agreements, service agreements and contracts, landscape maintenance agreements, security service and other services agreements and vendors agreements; (d) any property listed under the definition of “Improvements” that are not fixtures under Utah law; (e) all other property (other than Improvements) of any kind or character as defined in or subject to the provisions of the UCC (as defined below), as amended from time to time and as applicable and in effect, and; (f) all proceeds of the conversions, voluntarily or involuntarily, of any of the foregoing into cash or liquidated claims (collectively, the “*Personal Property*”), and all awards and proceeds of any condemnation or like proceeding affecting the Real Property or Personal Property;

Together with all water, drainage, irrigation and electrical or water user’s rights appurtenant or related to the Real Property.

The entire estate, property, right, title, and interest hereby conveyed to Trustee, as set forth more fully above, may hereafter be collectively referred to as the “Property.”

2. Security Agreement. This Deed of Trust constitutes and shall be deemed to be a “security agreement” for all purposes of the Utah Uniform Commercial Code, Secured

Transactions, as amended from time to time (the “UCC”), and Beneficiary shall be entitled to all the rights and remedies of a “secured party” under the UCC as to the Property. Trustor shall, upon demand by or on behalf of Beneficiary and at the sole cost of Trustor, and without expense to Beneficiary, do, execute, authorize, authenticate, prepare, acknowledge and deliver all and every such further acts, deeds, conveyances, deeds of trust, assignments, UCC security agreements and/or financing statements, control agreements, notices of assignments, transfers and assurances, as Beneficiary shall from time to time require, for better assuring, conveying, perfecting, assigning, renewing, transferring and confirming unto Beneficiary the Property, the security interest hereby granted, all rights and benefits hereby granted or conferred, and all rights hereby conveyed or assigned or intended now or hereafter so to be, or that Trustor may be or may after the Effective Date become bound to convey or assign to Beneficiary, or for carrying out the intention of facilitating the performance of the terms of this Deed of Trust and, on demand, shall authenticate, authorize, execute or deliver one or more financing statements, control agreements, security agreements, chattel mortgages or comparable security instruments, to evidence secure or perfect more effectively the lien of this Deed of Trust and the other loan documents executed by Trustor upon the Property.

3. Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement related to this Deed of Trust shall be sufficient for filing and/or recording as a financing statement.

4. Security Generally. Trustor agrees that all property of every nature and description, whether real or personal, covered by this Deed of Trust, together with all personal property in which Beneficiary has a security interest by reason of a separate agreement or instrument, are encumbered as one unit, and that, upon the occurrence of any Event of Default under this Deed of Trust or a breach or Event of Default under the other loan documents executed by Trustor, Beneficiary may, at Beneficiary’s option, foreclose and sell all such property in the same proceeding, and all such property may, at Beneficiary’s option, be sold as such in one unit as a going business, subject to the provisions of applicable law. The filing or recording of any financing statement relating to the Improvements, the Personal Property or any other rights or interests generally or specifically described herein shall not be construed to diminish or alter any of Beneficiary’s rights or priorities under this Deed of Trust.

5. Obligations Secured. This Deed of Trust secures (all collectively, the “*Obligations Secured*”): payment of all indebtedness evidenced by the Promissory Note by and between Trustor and Beneficiary, dated as of the Effective Date (as defined below), in the face amount of \$2,000,000.00, interest and charges thereon and all extensions, modifications and renewals thereof (the “*Note*”); payment of all other sums advanced hereunder to protect the security of this Deed of Trust with interest thereon; performance of all agreements and obligations of Trustor hereunder, in the Note or in any other instrument securing the same; and all other or future loans and advances by Beneficiary to Trustor, Trustor’s principal(s), or company(ies) affiliated with Trustor which are or shall be secured hereby.

6. Additional Payments. Trustor shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and

leasehold payments or ground rents, if any. Trustor shall promptly furnish to Beneficiary all notices of amounts to be paid under this paragraph. Trustor shall promptly furnish to Beneficiary receipts evidencing the payments that were made.

7. Warranties. Trustor represents, warrants and covenants that: Trustor holds fee title to the Real Property, free and clear of all liens, encumbrances and other title exceptions except those approved by Beneficiary; Trustor shall defend the title to the Property against all claims and demands, subject to the approved exceptions; any greater title to the Property hereafter acquired by Trustor shall be subject hereto; this Deed of Trust is free from all homestead, valuation and exemption rights and benefits whatsoever, which Trustor hereby waives; and this Deed of Trust constitutes a first priority lien and encumbrance against the Property. As a condition to making the loan described in this Deed of Trust, Trustor, at its expense, shall provide Beneficiary with an ALTA extended coverage lender's policy of title insurance in an amount acceptable to Beneficiary naming Beneficiary as insured and insuring that this Deed of Trust is a first priority lien against the Property subject only to such matters as are approved by Beneficiary, all in Beneficiary's sole discretion. The lender's policy of title insurance shall include such endorsements as Beneficiary may require.

8. Payment of Obligations Secured. Trustor shall pay when due and before delinquency: all Obligations Secured hereby; all liens, taxes, assessments, fines, impositions and charges of every type or nature affecting the Property; all insurance premiums required herein; all rents or charges for water, water delivery, sewer, gas, electricity, telephone and other utilities and services, waste removal, bills for repairs, and assessments on water stock in any way related to the Property; all costs, fees and expenses of this Deed of Trust including, without limitation, all fees of Trustee, reasonable attorneys' fees, title fees and all other costs and expenses incurred by Beneficiary or Trustee; and all of the community or association dues or assessments related to the Property, if any.

9. Other Encumbrances. Trustor shall pay or perform before delinquency all obligations under any prior or subordinate mortgage, deed of trust, agreement of sale or any other lien or encumbrance associated with the Property (an "*Encumbrance*"). If any such Encumbrance shall be in default by reason of nonpayment of principal or interest, or any part thereof, or for any other reason, Beneficiary may cure such default without notice, and the cost of curing such default, with interest at the highest lawful rate then payable by Trustor under Utah law, or if no such limit then exists, at the "Default Interest Rate" specified in the Note, from the time of the advance or advances therefor, shall be added to the Obligations Secured and may be collected from Trustor upon demand at any time after such advance or advances are made, and the holder of the Note and Deed of Trust shall be subrogated to the rights of any lien holder so paid. Immediately upon receiving any knowledge or notice of any default or claimed default under any Encumbrance, Trustor shall give written notice thereof to Beneficiary and shall give to Beneficiary immediately upon receipt thereof a true copy of each and every notice, summons, legal process, legal paper or other communication relating in any way to any Encumbrance or to the performance or enforcement thereof, or to any alleged default thereunder ("*Encumbrance Documents*"). If payment of all or any part of principal or interest secured by any such Encumbrance shall not be made at the time specified within the Encumbrance Documents, then regardless of any postponement, extension, indulgence or forgiveness thereof which may be agreed to or acquiesced in by the holder of the Encumbrance, a sum equal to the amount of such

principal or part thereof shall immediately become due and payable in reduction of the Obligations Secured; provided, however, that nothing herein contained shall be deemed or construed to entitle the owner or holder of this Deed of Trust to any payment in excess of the sum hereby secured and interest thereon. If the principal amount due secured by any Encumbrance which is superior in lien priority to this Deed of Trust is increased over the amount of its unpaid principal as it exists on the date hereof, then upon Beneficiary's demand a sum equal to the amount of such increase shall immediately become due and payable in reduction of the Obligations Secured.

10. Preservation of Property; Leaseholds. Trustor shall keep the Property in good condition and repair and shall not commit waste or permit impairment or deterioration of the Property, and shall not remove or demolish any improvements on the Property without Beneficiary's prior written consent. Trustor shall repair, restore or construct in a workmanlike manner any improvements on the Property that are damaged or are being altered or constructed and pay when due all claims for labor performed and materials furnished therefor. Trustor shall perfect and maintain all water, power and any other rights appurtenant to the Real Property. Trustor shall ensure compliance with all laws, regulations, ordinances, covenants, conditions and restrictions applicable to the use and occupancy of the Property and take all other actions concerning the Property that any prudent owner would take. Trustor agrees to comply with the provisions of any lease affecting the Property.

11. Protection by Trustor. Trustor shall defend, at Trustor's expense, any action or proceeding purporting to affect Trustor's interest in the Property or the liens, rights or powers of Beneficiary or Trustee, or the rights and powers of Beneficiary or Trustee, or seeking to impose any liability on Beneficiary or Trustee because of any act or omission of Trustor. Trustor shall and does hereby agree to indemnify and hold Beneficiary and Trustee harmless from any such action or proceeding.

12. Protection by Beneficiary or Trustee; Reimbursement. Beneficiary or Trustee or both of them are authorized at their election to appear in and defend any action or proceeding purporting to affect the Property or the liens, rights or powers of Beneficiary or Trustee; to pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or inferior hereto; and, in exercising any such powers, to pay necessary expenses, employ counsel, and to pay counsel's reasonable fees and costs. Without obligation to do so, Beneficiary or Trustee may further pay any amount or perform any obligation that is required of Trustor hereunder or take any other action or incur any other expense to protect the Property and the security hereof. All amounts so paid or expenses so incurred shall bear interest at the highest lawful rate permitted under applicable law, or if no such limit then exists, at the "Default Interest Rate" specified in the Note, and shall be secured by this Deed of Trust as a lien on the Property. Unless otherwise agreed, such amounts or expenses with interest shall be payable upon notice to Trustor requesting such payment. Beneficiary shall be subrogated to the lien of any other encumbrance discharged hereunder, notwithstanding any release of record of the same. Neither Beneficiary nor Trustee shall be obligated to perform or discharge any obligation or duty to be performed or discharged by Trustor under any lease, declaration or covenant. Trustor shall and does hereby agree to indemnify and hold Beneficiary and Trustee harmless, including, without limitation, the duty to defend, from any and all liability arising from or under any lease, declaration or covenant. Neither Beneficiary nor Trustee shall have any

responsibility for the Property or liability on account thereof to any lessee, invitee, association or any other person or entity.

13. Property and Casualty Insurance. Trustor shall keep all buildings and improvements located on the Property and all improvements thereafter erected on the Real Property insured against loss by earthquake, fire, hazards included within "special form insurance, f/k/a all-risk insurance" and such other hazards, in an amount not less than the full replacement cost thereof. In the event that there shall be a dispute as to the amount which comprises full replacement cost, the decision of Beneficiary shall control. Trustor shall also insure all fixtures and Personal Property encumbered hereby against the same loss hazards in an amount acceptable to Beneficiary. In the event of loss, all property and casualty insurance proceeds shall be payable to Beneficiary and shall be applied by Beneficiary in such manner as Beneficiary chooses in its sole and absolute judgment and discretion. Any such application shall not cure any default hereunder or prevent Beneficiary from pursuing any of its remedies. If the Real Property is located in whole or in part in a flood hazard area as designated by the appropriate government entity, Trustor shall procure and keep in force such flood insurance as may be required to meet any applicable requirements of federal state or local laws or ordinances.

14. Liability Insurance. In addition to the insurance required to be maintained under Section 13 above, Trustor shall maintain in effect commercial general liability insurance coverage, including personal injury, bodily injury (including wrongful death), contractual liability and broad form property damage, with the following limits: general aggregate, not less than \$500,000.00; and per occurrence combined single limit--not less than \$500,000.00 and with only such deductibles as Beneficiary may approve. Beneficiary shall have no obligation, duty or liability as to the adequacy of such amount of insurance. Such liability insurance policy shall provide that the insurance cannot be invalidated as to the interest of Beneficiary by any act or negligence of any person owning the Property, by foreclosure or other proceedings or notice of sale or by any change in the title or ownership of the Property or by occupation of any insured structures for purposes more hazardous than permitted by such policies.

15. Insurance Generally. Prior to closing the loan, all insurance policies required by this Deed of Trust shall be issued by companies acceptable to Beneficiary, shall be on an "occurrence" and not on a "claims made" basis, shall be on forms which are acceptable to Beneficiary and shall recite Beneficiary's interest as mortgagee in a standard non-contributory mortgage clause effective as of the closing date or shall name Beneficiary as an additional insured. All such insurance shall be maintained until the Note has been paid in full without cost to Beneficiary and evidence thereof shall be provided to Beneficiary within five days following the Effective Date. Such insurance shall also contain such other provisions as Beneficiary may deem necessary or desirable to protect Beneficiary's interest and which are customarily issued by insurance companies, including, without limitation, a provision for 30-day prior written notice to Beneficiary of cancellation or any change in the risk or coverage's insured. In the event of loss, Trustor shall give prompt notice to the insurance carrier and to Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor. Any application or release of any insurance proceeds hereunder shall not cure or waive any Event of Default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice.

16. Condemnation. Any award of damages in connection with any condemnation or taking of or for injury to any of the Property by reason of public use or for damages for private trespass or injury thereto is assigned in full and shall be paid to Beneficiary as further security for all Obligations Secured. Upon receipt of such monies Beneficiary may hold the same as further security, or apply the same to the payment of the Obligations Secured or release all or a portion thereof to Trustor for the repairing or restoring the remainder of the Property.

17. Inspection. Subject to the rights of tenants under leases, Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property at any time without notice to Trustor.

18. Other Documents. Trustor shall execute and deliver, in recordable form if requested, such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by Trustee or Beneficiary to carry out more effectively the purposes of this Deed of Trust and to subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

19. Due on Sale, Transfer or Encumbrance. Trustor will not sell, transfer, lease, encumber, convey or in any manner dispose of the Property or any part thereof or interest therein, without the prior written consent of Beneficiary, which may be given or withheld in Beneficiary's sole discretion. If Trustor is dissolved or if Trustor is a corporation, partnership or limited liability company and the controlling interest of such corporation, partnership or company is sold or transferred, or if Trustor is a trust and there is a change of beneficial interest with respect to the Trust, then Trustor will be deemed to have disposed of the Property in violation of this paragraph. In the event of a breach of this covenant, at its option, Beneficiary may declare all sums secured by this Deed of Trust to be immediately due and payable and avail itself of any and all remedies provided herein upon an Event of Default. Beneficiary shall upon request be provided with adequate and complete information concerning the buyer, transferee, lessee, lender and the proposed transaction. Unless required by law, if Beneficiary consents to any such transaction or to assumption of the loan secured by this Deed of Trust, Trustor shall not be released from any obligations hereunder or under the Note. Consent to any such transaction shall not be deemed to be consent or waiver of the necessity of consent to any other, future or successive transactions.

20. Default. Any of the following shall be an "Event of Default" or a default under this Deed of Trust, to the extent permitted by law: Trustor fails to pay on time any monies due and payable under the Note or any other document executed in connection with the loan secured hereby; Trustor breaches any warranty, covenant or provision hereof or of any other instrument or agreement executed as a part of this transaction; Trustor becomes insolvent or ceases to do business as a going concern; Trustor abandons all or any part of the Property; Trustor voluntarily files any petition or case under any state insolvency law or any Federal Bankruptcy Code; an involuntary petition or case is filed against Trustor under any state insolvency law or any Federal Bankruptcy Code and the petition remains pending for more than 45 days or the court in which such petition is pending approves the bankruptcy filing, or Trustor is adjudicated a bankrupt or becomes a debtor or debtor in possession in any such proceeding; upon the institution of legal proceedings to enforce any Encumbrance upon the Property, or any portion thereof, or if the Property be attached or levied upon by any execution, attachment, tax levy or

other writ which is not removed or bonded in a manner acceptable to Beneficiary within 30 days thereof; a receiver, trustee, assignee, conservator, fiscal agent or liquidator be appointed for Trustor or for all or any part of the Property; Trustor breaches its covenants and agreements concerning sale, transfer or encumbrance of the Property; Trustor makes an assignment for the benefit of creditors generally; Trustor fails to timely observe or perform any covenants or conditions in any lease of the Property to be performed by Trustor and such failure is not cured prior to the expiration any applicable notice and cure periods; or a default of "Event of Default" occurs under the Note or any other documents that now or in the future secure the Note.

21. Remedies. Upon the occurrence of an Event of Default, without further notice, Beneficiary may declare all sums secured hereby to be immediately due and payable in full, and may accelerate all such indebtedness, and Beneficiary shall have the right to cause Trustee to sell the Property or any part thereof as set forth herein and as provided by applicable law. After deducting all costs, fees and expenses of Trustee and of this trust, including the cost of any environmental assessment or study and the cost of evidence of title in connection with any Trustee's sale and reasonable attorneys' fees of Beneficiary and Trustee, Trustee shall apply the proceeds of sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest; and the remainder, if any, as set forth in U.C.A. section 57-1-29. In lieu of sale pursuant to the power of sale conferred hereby, this Deed of Trust may be foreclosed in the same manner provided by law for the foreclosure of mortgages on real property. In any such judicial foreclosure, Beneficiary shall recover its reasonable attorneys' fees together with all costs and expenses, including without limitation, all court costs, experts' fees, cost of evidence of title and cost of any environmental survey or study. Beneficiary shall have all rights and remedies available to it hereunder and at law or in equity and all remedies shall be cumulative and may be pursued concurrently or consecutively to the extent permitted by law.

22. Assignment of Rents. As additional security, Trustor hereby absolutely assigns, gives to and confers upon Beneficiary the right, power and authority, to collect and retain the Property Income, reserving to Trustor the right, prior to the occurrence of an Event of Default by Trustor in payment of any Obligation Secured or in performance of any agreement hereunder, to collect and retain such Property Income as it becomes due and payable. Upon the occurrence of an Event of Default, Beneficiary may at any time, without notice, either by person, agent or a receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations Secured or the solvency of the Trustor, enter upon, take possession of and manage the Property or any part thereof, sue for or otherwise collect such Property Income, including that past due and unpaid, and apply the same to costs and expenses of operation and collection including receiver's fees and reasonable attorneys' fees of Beneficiary and Trustee and upon any Obligation Secured, in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Property Income, and the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Trustee's sale hereunder or invalidate any act done pursuant to such notice. Beneficiary expressly shall have all rights provided for in U.C.A. Sections 57-1-23 and 57-26-101 et seq. or such similar provisions as may be enacted hereafter. Notwithstanding the foregoing or anything else contained herein, Trustor shall not lease, rent, or offer for lease or rent the Property without Beneficiary's prior written approval, which approval may or may not be given in Beneficiary's sole discretion.

23. Appointment of Receiver. After the occurrence of an Event of Default, Trustor agrees that a receiver may be appointed without notice upon the application of Beneficiary to take charge of the Property and to do such things as shall be authorized by the court, and that all costs and expenses of the receiver or of the receivership, less any Property Income collected by such receiver, together with such receiver's own compensation, shall be secured by this Deed of Trust. Beneficiary's right to a receiver shall be absolute and unconditional once an Event of Default occurs, and such receiver may be obtained in an action to appoint such receiver, in any judicial foreclosure, any suit for specific performance or in any other lawsuit to enforce this Deed of Trust in any manner.

24. Cross-Default. In the event Trustor, Trustor's principal(s), or company(ies) affiliated with Trustor obtains any other loan(s) from Beneficiary, any default under any provision of the loan document(s) associated with the new loan(s)—including provisions in any promissory note evidencing a loan; any deed of trust, security agreement or guaranty agreement securing a loan; or any borrower's certificate, loan agreement or loan documentation relating to a loan (collectively, "*Cross-Collateralized Loan Documents*"); as well as any and all extensions, renewals, modifications, substitutions, replacements, and changes of the Cross-Collateralized Loan Documents—shall constitute a default under the Note, the Deed of Trust, the Cross-Collateralized Loan Documents, and all other agreements between Trustor and Beneficiary. Any default under the Note or Deed of Trust shall constitute a default under the Cross-Collateralized Loan Documents.

25. Cross-Collateral. Trustor's default under the Note, the Deed of Trust, the Cross-Collateralized Loan Documents, or any other agreements between Trustor and Beneficiary shall entitle Beneficiary to exercise each and every right available to it under each of the Note, the Deed of Trust, and the Cross-Collateralized Loan Documents, including, but not limited to, the right to foreclose against and sell any collateral, whether real property or personal property, securing any loan(s). Any collateral for the loan shall be collateral for such other loan(s), and vice versa. Lender may, at its election, retain liens on any of the cross-collateralized loans until all of the loans are paid in full. Any and all other loan documents executed by Trustor, Trustor's principal(s), or company(ies) affiliated with Trustor to evidence an obligation owing to Beneficiary before or after the date of this Deed of Trust are subject to and governed by the terms in this paragraph.

26. Modification; Forbearance; Nonwaiver; Waiver of Jury Trial. At any time or from time to time, without liability therefore and without notice, upon written request of Beneficiary, Trustee may reconvey without warranty any part of the Property, consent to the making of any map or plat thereof, join in granting any easement thereon or in any extension agreement or agreement subordinating the lien or charge hereof. Such actions shall not affect the priority of this Deed of Trust over any other Encumbrance unless expressly so intended and stated in writing.

27. Miscellaneous.

27.1 Time is of the essence hereof.

27.2 Acceptance of payment of money after its due date shall not constitute any waiver under this Deed of Trust, the Note or Beneficiary's right to require prompt payment of all other sums when due. No extension of time for payment or renewal of Obligations Secured shall affect the lien or priority of this Deed of Trust.

27.3 The taking by Beneficiary of any other collateral for the Obligations Secured hereby shall in no way affect or impair the lien or priority of this Deed of Trust, and Beneficiary may resort for the payment of the Obligations Secured to its several securities in such order and manner as Beneficiary may determine.

27.4 Any forbearance by Beneficiary in exercising any remedy or right hereunder shall not be a waiver of or preclude the subsequent exercise of any such remedy or right. Trustor hereby waives trial by jury in any litigation arising out of or in any way related to or connected with the loan secured hereby or this Deed of Trust to the fullest extent permitted by applicable law.

28. Notice. Except for any notice required under applicable law to be given in another manner, any notice to Trustor provided for in this Deed of Trust shall be given by mailing such notice by certified mail, return receipt requested, addressed to Trustor at the above address or at such other address as Trustor may designate delivered to Beneficiary as provided herein, and any notice to Beneficiary shall be given by certified mail, return receipt requested, to Beneficiary's address stated herein or to such other address as Beneficiary may designate by notice to Trustor as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Trustor or Beneficiary when given in the manner designated herein. Notice of any Trustee's sale shall be sent solely to Trustor's address set forth herein, or to such other address as Trustor may designate as provided herein.

29. Parties Bound; Sole Discretion. This Deed of Trust applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, personal representatives, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder of the Note secured hereby whether or not named as Beneficiary herein. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and neuter and conversely and the singular number includes the plural and conversely. The term "Trustor" shall mean all persons named as Trustor herein, whether one or more, and Trustor's obligations shall be joint and several. "Trustee" shall include all successor trustees.

30. State-Specific Provisions.

30.1 Principles of Construction. In the event of any inconsistencies between the terms and conditions of this Section 30 and the other terms and conditions of this Deed of Trust, the terms and conditions of this Section 30 will control and be binding.

30.2 Exercise of Power of Sale. After the lapse of such time as may then be required by law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, except as provided by law and if directed by Beneficiary, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and

in such order as Beneficiary may determine may be exercised from time to time and as often as may be deemed expedient. In addition, Beneficiary or Trustee may proceed concurrently against the Property and any guarantor, and may start, delay, postpone, cancel or recommence any foreclosure proceeding (whether judicial or non-judicial) while pursuing such guarantors, all at the sole and absolute discretion of Beneficiary. No act of Beneficiary or Trustee shall be construed as an election to proceed under any particular remedy available to Beneficiary or Trustee under this Deed of Trust or the Note to the exclusion of any other remedy in the same or in any other loan document, or as an election of remedies to the exclusion of any other remedy which may then or thereafter be available to Beneficiary or Trustee.

30.3 Rights of Trustee. Trustor and Beneficiary authorize Trustee, in the event any demand or notice is made or tendered to it concerning this Deed of Trust or the Property, to hold any money and documents and to withhold action or performance until an action shall be brought in a court of competent jurisdiction to determine the rights asserted or the propriety of the demand, notice or action requested and Trustee shall be without liability or responsibility for awaiting such court action. Trustee shall be entitled to rely on the instructions given by Beneficiary to Trustee relating to the exercise of the private power of sale authorized by this Deed of Trust. Trustor hereby acknowledges and agrees that Trustee shall act at the direction of Beneficiary and that Trustee is entitled to rely on directions from Beneficiary as to whether to commence non-judicial foreclosure of the Property, when to record a notice of default, whether and when to issue a notice of trustee's sale, whether to postpone, conduct, cancel or re-notice any trustee's sale, and how much to bid in behalf of Beneficiary at any trustee's sale. Trustee shall have no authority, acting alone and without direction from Beneficiary, to commence, postpone, cancel, conduct or re-notice a trustee's sale, and may rely on information received from Beneficiary without independent investigation or confirmation of the facts as represented by Beneficiary. Trustor hereby waives any liability, damage, claim or cause of action Trustor might have or assert against Trustee resulting from or arising out of Trustee's good faith reliance on the directions Trustee receives from Beneficiary.

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

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

30.6 Resignation of Trustee. Trustee may resign as Trustee under this Deed of Trust by recording a resignation of trustee in the office of the county recorder of each county in which any part of the Real Property is located. A resignation of trustee shall not invalidate the lien and encumbrance of this Deed of Trust against the Property, or cause any negative legal consequence to the resigning Trustee.

30.7 Request for Notice of Default. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth in opening paragraph of this Deed of Trust. Trustee may, but is not obligated to, notify any party hereto of any pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless brought by Trustee.

30.8 Construction Mortgage. To the extent necessary and applicable to give effect to the terms of this Deed of Trust, this Deed of Trust is a "construction mortgage" for purposes of Sections 70A-9a-334 and 70A-2a-309 of the Uniform Commercial Code.

30.9 Future Advances. Trustor and Beneficiary agree and acknowledge that Beneficiary may elect to make additional advances under the terms of the Note, the loan secured hereby or otherwise, and that any such future advances shall be subject to, and secured by, this Deed of Trust. Should the Obligations Secured decrease or increase pursuant to the terms of the Note, the loan secured hereby or otherwise, at any time or from time to time, this Deed of Trust shall retain its priority position of record until the termination of the loan agreement; the full, final and complete payment of all the Obligations Secured; and the full release and termination of the liens and security interests created by this Deed of Trust.

31. Reconveyance. Upon payment of the Obligations Secured, Beneficiary shall request Trustee to reconvey the Property and shall deliver proof of payment or satisfaction of the Note and Obligations Secured hereby to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation and the release fees of Trustee, if any.

32. Governing Law; Severability. This Deed of Trust shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Utah (without regard to choice of law principles). Lender, in its sole discretion, may bring a suit, action or other proceeding arising out of or relating to this Deed of Trust, in Maricopa County, Arizona. Borrower hereby irrevocably submits exclusively to the process, jurisdiction, and venue of the courts of the State of Arizona, Maricopa County, and to the process, jurisdiction and venue of the United States District Court of Arizona, for purposes of suit, action or other proceedings arising out of or relating to this Deed of Trust and/or the loan described in this Deed of Trust, and without limiting the generality of the foregoing hereby waives and agrees not to assert by way of motion, defense or otherwise in any such suit, action or proceeding any claim that any such party is not personally subject to the jurisdiction of the above-named courts, that suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. If any legal proceedings are instituted with respect to this Deed of Trust or the loan described in this Deed of Trust, Borrower and its trustees, partners, managers, members, officers, directors and shareholders shall appear, at Lender's option, in its sole discretion, in Maricopa County, Arizona, for all such proceedings and all discovery proceedings in connection therewith, including, without limitation, all depositions, and Borrower and its trustees, partners, managers, members, officers, directors and shareholders hereby waive all rights to require that such proceedings or discovery take place outside of Maricopa County, Arizona. Nothing in this Section shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the states in which the Property is located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under

this Deed of Trust or the other loan documents executed by Trustor. If any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note that can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

33. Integration. This instrument, together with the Note and any other contract, instrument or agreement executed by Trustor and/or Beneficiary or any other entity which now or at any time secures the Note, constitutes the entire understanding of the parties, each of whom has been, or has had the opportunity to be, represented by counsel of each party's choosing, and have been bargained for and are negotiated agreements that set forth the entire agreement with respect to the terms thereof, and this instrument, together with the Note and any other contract, instrument or agreement executed by Trustor and/or Beneficiary or any other entity which now or at any time secures the Note are the final expression of the agreement and understanding of Trustor and Beneficiary with respect to the loan, as evidenced by the Note, and may not be contradicted by evidence of any alleged oral agreement.

34. Environmental Matters.

34.1 Trustor's Covenants. Trustor covenants to comply with all Environmental Laws with respect to the Property and the future use and occupancy of the Property. Trustor shall not use, handle, store or dispose of any Regulated Substances in, on, under, at or about the Property except in compliance with all applicable Environmental Laws.

34.2 Trustor's Indemnity. Trustor shall and hereby does indemnify, defend (with counsel reasonably approved by Beneficiary) and hold Beneficiary harmless from and against any and all claims, judgments, suits, causes of action, administrative claims, damages, penalties, fines, liabilities, losses and expenses (including, without limitation, investigation and clean-up costs, attorneys' fees, consultant fees and court costs) that arise as a result of the breach of any of the obligations and covenants set forth above, and/or any presence, spill, discharge, release, threatened release, cleanup or contamination of or by any Regulated Substance in, on, at, under, about or from the Property.

34.3 Definitions. For the purposes of this Deed of Trust: "*Environmental Law*" shall mean any federal, state or local environmental or health or safety law, regulation or rule, including, without limitation, any judicial or administrative statement of general or specific applicability; and "*Regulated Substance*" shall mean any substance, material or waste regulated by any Environmental Law.

35. Execution. This Deed of Trust may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page.

36. Authority. The undersigned person or entity signing on behalf of Trustor hereby represents and warrants to Beneficiary that such person/entity has full power and authority to act on behalf of and bind Trustor.

37. Assignment. The Note, or a partial interest in the Note (together with this Deed of Trust) may be sold or assigned one or more times without notice to Borrower. A sale or assignment may result in the change of the person who collects monthly payment due under the Note and this Deed of Trust. Trustor agrees that if the Note is sold or assigned pursuant to this section, Trustor may be required to pay reasonable fees for servicing the Note.

38. No Other Agreements. Trustor shall not record or allow to be recorded against the Property any agreements, options or other matters without Beneficiary's prior written consent, which may be given or withheld in Beneficiary's sole discretion. As a condition to any such consent, Beneficiary may require that the parties to any such agreement, option or matter execute and record a subordination agreement in a form acceptable to Beneficiary in its sole and absolute judgment and discretion.

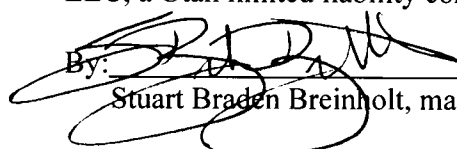
[Remainder of Page Intentionally Blank. Signatures on Following Page.]

Dated to be effective as of May 1, 2025 (the "Effective Date").

TRUSTOR:

Symphony Holdings, LLC, a Utah limited liability company

its manager Symphony Asset Management, LLC, a Utah limited liability company

By: 

Stuart Braden Breinholt, manager

STATE OF UTAH)
) ss.
County of Washington)

The foregoing instrument was acknowledged before me this 1 day of May, 2025, by Stuart Braden Breinholt, manager, on behalf of Symphony Holdings, LLC, a Utah limited liability company.



My commission expires:

8/18/26



Notary Public

Residing at:

St. George, UT

EXHIBIT A

Legal Description of the Property

See Exhibit "A" attached hereto and made apart hereof.

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

All of Lot 23, FOREST HILLS SUBDIVISION, according to the official plat thereof on file and of record in the office of the County Recorder of Salt Lake County, State of Utah.

PARCEL 2:

Beginning at the Southwest corner of Lot 23, Forest Hills Subdivision; thence East 134.882 feet, more or less; thence South 2.84 feet; thence West 134.882 feet, more or less; thence North 2.84 feet to the point of beginning.

Tax Id No.: 16-33-329-008 and 16-33-329-019