

When recorded please  
return to:  
MailTax Notice to:  
18881 Von karman Avenue  
Suite 400  
Irvine, CA 92612

ENT19733:2018 PG 1 of 11  
Jeffery Smith  
Utah County Recorder  
2018 Feb 28 04:03 PM FEE 42.00 BY CS  
RECORDED FOR Founders Title Company  
ELECTRONICALLY RECORDED

Space above for County Recorder's Use

17-012349

Tax Serial No's.  
53:229:0001 through  
53:229:0010, and  
53:229:0012 through  
53:229:0014

### TRUSTEE'S DEED

This Trustee's Deed is made and executed by Rand L. Cook, as Successor Trustee under the Trust Deed hereinafter described and as Grantor, in favor of Canyon Park Owner II, LLC, a Delaware limited liability company, as Grantee, whose mailing address is 18881 Von Karman Avenue, Irvine, California 92612.

### RECITALS

This Trustee's Deed is made and executed with reference to the following definitions, facts and objectives:

A. TCU-Canyon Park, LLC was the original Trustor, First American Title Insurance Company was the original Trustee, and Lehman Brothers Bank, FSB was the original Beneficiary under that certain Deed of Trust, Security Agreement and Fixture Filing (the "Deed of Trust") recorded on April 4, 2006, as Entry No. 40341:2006, in Official Records of Utah County, Utah, and covering the all right, title, interest and estate of TCU - Canyon Park, LLC, a Utah limited liability company (the "*Borrower*"), owned at the time of execution of the Deed of Trust or thereafter acquired, in and to the property, rights, interests and estates described therein (collectively, the "*Entire Property*").

B. Said Deed of Trust was given to secure, among other things, a Promissory Note dated April 4, 2006 payable by TCU-Canyon Park, LLC to the order of the original Beneficiary in the original principal amount of \$75,000,000.00 (the "Note") with interest thereon, and the payment of all other sums, with interest thereon, advanced in accordance with the Deed of Trust to protect the security thereof.

C. The beneficial interest of Lehman Brothers Bank, FSB under said Deed of Trust was assigned to LaSalle Bank National Association, in its capacity as trustee for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4, by that certain Assignment recorded July 25, 2007 as Entry No. 106568:2007 of Official Records.

D. The beneficial interest was further assigned to U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, in its capacity as Trustee, for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4, by Assignment of Deed of Trust, Security Agreement and Fixture Filing, recorded May 13, 2016 as Entry No. 42316:2016 of Official Records.

E. The beneficial interest under said Deed of Trust and the Note and other obligations secured thereby were further assigned to Canyon Park Owner I, LLC, a Delaware limited liability company, by an Assignment of Deed of Trust, Security Agreement and Fixture Filing recorded January 8, 2018 as Entry No. 1980:2018 the Official Records.

F. By Substitution of Trustee recorded on May 18, 2017, as Entry No. 48040:2017 in the records of the Utah County Recorder, the then owner and holder of the beneficial interest under said Deed of Trust appointed James H. Woodall (the "First Successor Trustee"), as successor Trustee under said Deed of Trust.

G. Breach and default was made under the terms of said Deed of Trust in the particulars set forth in the Notice of Default hereinafter referred to.

H. The then owner and holder of the beneficial interest under said Deed of Trust and the obligations secured thereby caused the First Successor Trustee to execute a written Notice of Default, which Notice of Default was duly recorded in the records of the Utah County Recorder on May 18, 2017 as Entry No. 48041:2017.

I. Not more than 10 days after said Notice of Default was recorded, the First Successor Trustee duly mailed in the manner required by said Deed of Trust and by applicable law, all copies of such Notice of Default required under the Deed of Trust or by law, including notice to the Trustor at its proper addresses and to all who had then properly filed for record requests for notice.

J. By Substitution of Trustee recorded January 24, 2018 as Entry No. 7586:2018, the then holder of the beneficial interest under the Deed of Trust and the Note and other obligations secured thereby appointed the undersigned Rand L. Cook, an active member of the Utah State Bar whose mailing address is 215 S. State Street, Suite 1200, Salt Lake City, Utah 84111, as Successor Trustee under said Deed of Trust.

K. The undersigned Successor Trustee, in consequence of the foregoing and in accordance with said Deed of Trust and after the passage of three months after said Notice of

Default was recorded, executed his Notice of Trustee's Sale stating the time and place of sale to be at 11:00 a.m. on February 28, 2018 at the Main Entrance, Utah County Courthouse, 125 North 100 West, Provo, Utah and particularly describing the property and setting out the conditions of sale, and gave such Notice of Sale as follows:

1. By mailing copies of such Notice of Sale, at least 20 days prior to sale, to those having the right to receive them under the Deed of Trust and by law, including the Trustor thereunder;

2. By publishing such Notice of Sale in the Daily Herald, a newspaper of general circulation in Utah County, Utah, once a week for three consecutive weeks, the last publication occurring at least 10 days and not more than 30 days prior to the day of sale, and on the website established by newspapers pursuant to Section 45-1-101, Utah Code Ann. at least thirty (30) days prior to the day of sale; and

3. By causing such Notice of Sale to be posted at least 20 days prior to the date of sale in a conspicuous place on the property to be sold and in the office of the Utah Country Recorder.

L. At the time and place of sale specified above, the Successor Trustee duly sold at public auction to Canyon Park Owner I, LLC, the highest bidder, all of the Entire Property described in the Notice of Sale (less and excepting certain rights of Borrower as lessee of furniture and a chiller which the current beneficiary has elected to exclude from the sale) for a credit bid price of Sixty Million One Hundred Thousand Dollars (\$60,100,000.00), which has been applied toward partial satisfaction of the indebtedness then secured by said Deed of Trust as required by law and the provisions of said Deed of Trust.

M. All applicable statutory provisions of the State of Utah and all of the provisions of said Trust Deed have been complied with as to the acts to be performed and notices to be given.

N. By an unrecorded Partial Assignment of Rights of Buyer at Trustee's Sale dated as of the date hereof, Canyon Park Owner I, LLC, as the successful bidder at said trustee's sale, has assigned to Grantee all of its right, title and interest in and to the following described portions of the Entire Property, and has directed the Successor Trustee to convey directly to Grantee, the following described portions of the Entire Property.

NOW, THEREFORE, Rand L. Cook, as Successor Trustee and Grantor, in consideration of the premises recited above and in consideration of the amount bid and paid as recited above, DOES HEREBY GRANT AND CONVEY unto Canyon Park Owner II, LLC, as Grantee, without covenant or warranty, express or implied, all of the following described property (the "Property"):

(a) The following described real property (the "Land") located in Utah County, State of Utah:

Lot A, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot B, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot C, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot D, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit

Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot E, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot F, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot G, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos

Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot H, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot J, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot K, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot M, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

TOGETHER WITH and subject to the easement(s) as set forth in that certain Grant of Reciprocal Easements, dated June 21, 2005, by and between the Timpanogos Research & Technology Park Owners Association, Inc., a Utah Non-Profit Corporation and TCU Land, LLC, a Utah limited liability company, and recorded June 21, 2005, as Entry No. 66419:2005, of Official Records.

Lot Q, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

Lot S, as contained within Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, as the same is identified in the Plat Map for Phase I, Timpanogos Research & Technology Park (A Planned Unit Development), Orem, Utah, recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29305:2000, Map No. 8505-98, and in the Declaration of Covenants, Conditions, and Restrictions for Timpanogos

Research & Technology Park (A Planned Unit Development), recorded on April 13, 2000, in the Utah County Recorder's Office, State of Utah, as Entry No. 29306:2000.

TOGETHER WITH the undivided ownership interest in the Common Areas which is appurtenant to said Lot as more particularly described in said Declaration and said Plat Map.

(The following is provided for informational purposes only and the Assignor disclaims responsibility for its accuracy: Tax Parcel No.'s are as follows: Lot A: 53:229:0001; Lot B: 53:229:0002; Lot C: 53:229:0003; Lot D: 53:229:0004; Lot E: 53:229:0005; Lot F: 53:229:0006; Lot G: 53:229:0007; Lot H: 53:229:0008; Lot J: 53:229:0009; Lot K: 53:229:0010; Lot M: 53:229:0012; Lot Q: 53:229:0013; Lot S: 53:229:0014, and said property is also known by the following street addresses in Orem, Utah: Lot A: 1501-1599 North Technology Way; Lot B: 600-699 East Technology Avenue; Lot C: 500-599 East Technology Avenue; Lot D: 1500-1598 North Technology Way; Lot E: 700-749 East Technology Avenue; Lot F: 750-799 East Technology Avenue; Lot G: 500-599 East Timpanogos Circle; Lot H: 600-699 East Timpanogos Circle; Lot J: 1401-1499 North Research Way; Lot K: 1301-1399 North Research Way; Lot M: 701-799 East Timpanogos Parkway; Lot Q: 1201-1299 North Research Way; Lot S: 500-599 East Timpanogos Parkway.)

- (b) All additional lands, estates and development rights acquired by Borrower after execution of the Deed of Trust for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of the Deed of Trust.
- (c) All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements (the *"Improvements"*) at the time of execution of the Deed of Trust or thereafter erected or located on the Land;
- (d) All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way at the time of execution of the Deed of Trust or thereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (e) All furnishings, machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, at the time of execution of the Deed of Trust or thereafter located upon the



Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Borrower, or in which Borrower has or shall have an interest, at the time of execution of the Deed of Trust or thereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the ***"Personal Property"***), and the right, title and interest of Borrower in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code as adopted and enacted by the State or States where any of the Property is located (the ***"Uniform Commercial Code"***) and all proceeds and products of the above;

- (f) All leases and other agreements affecting the use, enjoyment or occupancy of the Land and the Improvements before execution of the Deed of Trust or thereafter entered into, whether before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. § 101 et seq., as the same may be amended from time to time (the ***"Bankruptcy Code"***) (a ***"Lease"*** or ***"Leases"***) and all right, title and interest of Borrower, its successors and assigns therein and thereunder, including, without limitation, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, revenues (including, but not limited to, any payments made by tenants under the Leases in connection with the termination of any Lease, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (the ***"Rents"***) and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt (as defined in the Deed of Trust);
- (g) Any and all lease guaranties, letters of credit and any other credit support (individually, a ***"Lease Guaranty"*** and collectively, the ***"Lease Guaranties"***) given by any guarantor in connection with any of the Leases (individually, a ***"Lease Guarantor"*** and collectively, the ***"Lease Guarantors"***);
- (h) All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt, and to do other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties;
- (i) All awards or payments, including interest thereon, which may at the time of execution of the Deed of Trust or thereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (j) All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

- (k) All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (l) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;
- (m) The right, in the name and on behalf of Borrower, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Noteholder (as defined below) in the Property;
- (n) All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, at the time of execution of the Deed of Trust or thereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Borrower therein and thereunder, including, without limitation, the right, upon the happening of any default under the Deed of Trust, to receive and collect any sums payable to Borrower thereunder;
- (o) All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property; and
- (p) Any and all other rights of the Borrower in and to the items set forth in subsections (a) through (o) above.

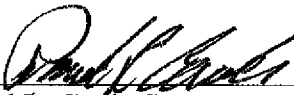
LESS AND EXCEPTING FROM ALL OF THE FOREGOING all right, title, interests and obligations of Borrower as lessee of furniture or a chiller.

Nothing in this document shall be used to construe any of the items listed above to be personal property, as opposed to real property, if such items are otherwise classified as, or deemed to be, real property. In addition, notwithstanding anything herein to the contrary, the items set forth above shall not be deemed to include any reserves, escrows or accounts held by Canyon Park Owner I, LLC, successor-in-interest to U.S. Bank National Association, as Trustee, successor-in-interest to Bank of America, N.A., as Trustee, successor by merger to LaSalle Bank National Association, in its capacity as Trustee, for the registered holders of LB-UBS Commercial Mortgage Trust 2006-C4, Commercial Mortgage Pass-Through Certificates, Series 2006-C4 ("**Noteholder**") or any party or servicer on such Noteholder's behalf.

Pursuant to 70A-9a-604, Utah Code Ann., the current Beneficiary has elected to include in the trustee's sale all of the personal property and fixtures described in the Trust Deed and in the foregoing description of the Property except all right, title, interest and obligations of Borrower as lessee of furniture or a chiller as set forth at the end of such description which the current Beneficiary has elected to exclude from the sale.

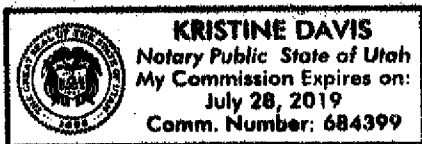
This Trustee's Deed is made without any representation or warranty whatsoever, express or implied, including but not limited to any representation or warranty as to title, liens, possession, taxes, encumbrances, or condition of the Property.

DATED as of February 28, 2018.

  
\_\_\_\_\_  
Rand L. Cook, Successor Trustee

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE    )

On the 27<sup>th</sup> day of February, 2018, personally appeared before me Rand L. Cook, Successor Trustee, the signer of the foregoing Trustee's Deed, who duly acknowledged to me that he executed the same.



  
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NOTARY PUBLIC