

RECORDING REQUESTED BY:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attn: Mats G. Carlston, Esq.

AND WHEN RECORDED MAIL TO:

Winston & Strawn LLP
200 Park Avenue
New York, New York 10166
Attn: Mats G. Carlston, Esq.

Tax Parcel Nos. E-0606-0000-0000 (Parcel 1); E-0607-0000-0000 (Parcel 2); E-0608-0000-0000 (Parcel 3); E-0609-0000-0000 (Parcel 4); E-0610-0000-0000 (Parcel 5); E-0611-0612-0000 (Parcel 6); E-0611-0001-0000 (Parcel 7); E-0617-0000-0000 (Parcel 8); E-0611-0001-0001 (Parcel 9); E-0611-0001-0001-0B (improvements on Parcel 9); E-0605-0001-0001 (Parcel 10); and E-0605-0001-0001-01 (Parcel 11)

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

This Trust Deed, Assignment of Rents and Leases, Security Agreement and Fixture Filing (the "**Trust Deed**") is made and executed this 30th day of October, 2020 (the "**Closing Date**"), by **AMERICAN PACIFIC CORPORATION**, a Nevada corporation and **AMERICAN AZIDE CORPORATION**, a Nevada corporation (collectively, "**Trustor**"), to **COTTONWOOD TITLE INSURANCE AGENCY, INC.** ("**Trustee**"), in favor of **ANNALY MIDDLE MARKET LENDING LLC**, as Collateral Agent for lenders (in such capacity, "**Beneficiary**").

RECITALS:

WHEREAS, reference is made to that certain Credit Agreement, dated as of February 6, 2020 (as amended by that certain First Amendment to Credit Agreement, dated as of March 23, 2020, the Second Amendment to Credit Agreement, dated as of October 2, 2020, and as may be further amended, restated, amended and restated, supplemented or modified, the "**Credit Agreement**"), by and among Coyote Buyer, LLC, a Delaware limited liability company, as Lead Borrower, Coyote AMPAC Holdings, LLC, a Delaware limited liability company, as Parent, the other

Borrowers party thereto from time to time, the other Guarantors party thereto from time to time, Annaly Middle Market Lending LLC, as Administrative and Collateral Agent, each lender party thereto;

WHEREAS, Trustor is the owner in fee simple of the Premises, as more particularly described on Exhibit A attached hereto and made a part hereof;

WHEREAS, Lead Borrower has determined that the Premises has or will become a Material Real Property (as such term is defined in the Credit Agreement);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders, subject to the terms and conditions of the Credit Agreement, Lead Borrower is required to cause the Trust Property to be subject to a Lien and Mortgage in favor of the Beneficiary;

WHEREAS, Trustor desires to make this grant for the purpose of securing the obligation to make payment to Lead Borrower of all sums at any time owing and performance of all other obligations arising under or in connection with the Credit Agreement, in the maximum principal amount of Forty-Three Million Six Hundred Sixty-Six Thousand and no/100 Dollars (\$43,666,000.00); and

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, Beneficiary and Trustor agree as follows:

SECTION 1. DEFINITIONS

1.1. Definitions. Capitalized terms used herein (including the recitals hereto) not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement. In addition, as used herein, the following terms shall have the following meanings:

“Indebtedness” means all Obligations. The Credit Agreement contains a revolving credit facility which permits the Borrower to borrow certain principal amounts, repay all or a portion of such principal amounts, and reborrow the amounts previously paid to the Administrative Agent or Lenders, all upon satisfaction of certain conditions stated in the Credit Agreement. This Trust Deed secures all advances and re-advances under the revolving credit feature of the Credit Agreement.

“Trust Property” or **“Trust Estate”** means all of Trustor’s interest in (i) the real property described in **Exhibit A**, together with any greater or additional estate therein as hereafter may be acquired by Trustor (the **“Land”**); (ii) all improvements now owned or hereafter acquired by Trustor, now or at any time situated, placed or constructed upon the Land subject to the Permitted Liens, (the **“Improvements”**); the Land and Improvements are collectively referred to as the **“Premises”**); (iii) all materials, supplies, equipment, apparatus and other items of personal property now owned or hereafter acquired by Trustor and now or hereafter attached to, installed in or used in connection with any of the Improvements or the Land, and water, gas, electrical, telephone, storm and sanitary sewer facilities and all other utilities whether or not situated in easements (the **“Fixtures”**); (iv) all right, title and interest of Trustor in and to all goods, accounts, general intangibles, instruments, documents, chattel paper and all other personal property of any kind or character, including such items of personal property as defined in the UCC (defined below), now owned or hereafter acquired by Trustor and now or hereafter affixed to, placed upon, used in

connection with, arising from or otherwise related to the Premises (the “**Personalty**”); (v) all reserves, escrows or impounds required under the Credit Agreement and all deposit accounts maintained by Trustor with respect to the Trust Property (the “**Deposit Accounts**”); (vi) all leases, licenses, concessions, occupancy agreements or other agreements (written or oral, now or at any time in effect) which grant to any Person (other than Trustor) a possessory interest in, or the right to use, all or any part of the Trust Property, together with all related security and other deposits subject to depositors’ rights and requirements of law (the “**Leases**”); (vii) all of the rents, revenues, royalties, income, proceeds, profits, security and other types of deposits subject to depositors rights and requirements of law, and other benefits paid or payable by parties to the Leases for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Trust Property (the “**Rents**”), (viii) to the extent mortgageable or assignable all other agreements, such as construction contracts, architects’ agreements, engineers’ contracts, utility contracts, maintenance agreements, management agreements, service contracts, listing agreements, guaranties, warranties, permits, licenses, certificates and entitlements in any way relating to the construction, use, occupancy, operation, maintenance, enjoyment or ownership of the Trust Property (the “**Property Agreements**”); (ix) to the extent mortgageable or assignable all rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances appertaining to the foregoing; (x) all property tax refunds payable to Trustor (the “**Tax Refunds**”); (xi) all accessions, replacements and substitutions for any of the foregoing and all proceeds thereof (the “**Proceeds**”); (xii) all insurance policies, unearned premiums therefor and proceeds from such policies covering any of the above property now or hereafter acquired by Trustor (the “**Insurance**”); (xiii) all mineral, water, oil and gas rights now or hereafter acquired and relating to all or any part of the Land; and (xiv) all of Trustor’s right, title and interest in and to any awards, damages, remunerations, reimbursements, settlements or compensation heretofore made or hereafter to be made by any governmental authority pertaining to the Land, Improvements, Fixtures or Personalty (the “**Condemnation Awards**”). As used in this Trust Deed, the term “Trust Property” shall mean all or, where the context permits or requires, any portion of the above or any interest therein.

“UCC” means the Uniform Commercial Code of New York or, if the creation, perfection and enforcement of any security interest herein granted is governed by the laws of a state other than New York, then, as to the matter in question, the Uniform Commercial Code in effect in that state.

1.2. Interpretation. References to “Sections” shall be to Sections of this Trust Deed unless otherwise specifically provided. Section headings in this Trust Deed are included herein for convenience of reference only and shall not constitute a part of this Trust Deed for any other purpose or be given any substantive effect. The rules of construction set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trust Deed mutatis mutandis. If any conflict or inconsistency exists between this Trust Deed and the Credit Agreement, the Credit Agreement shall govern.

SECTION 2. GRANT

To secure the full and timely payment and the full and timely performance of the Indebtedness, Trustor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale, and right of entry and possession, the Trust Property subject, however, to the Permitted Liens, TO HAVE AND TO HOLD the Trust Property

to Trustee and Beneficiary, and Trustor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND the title to the Trust Property unto Trustee and Beneficiary for so long as any of the Indebtedness remains outstanding.

SECTION 3. WARRANTIES, REPRESENTATIONS AND COVENANTS

3.1. Title. Trustor represents and warrants to Beneficiary that except for the Permitted Liens, (a) Trustor owns the Trust Property free and clear of any Liens, claims or interests, and (b) this Trust Deed creates valid, enforceable First Priority Lien against the Trust Property.

3.2. First Lien Status. Trustor shall preserve and protect the First Priority Lien status of this Trust Deed and the other Loan Documents to the extent related to the Trust Property. If any Lien other than a Permitted Lien is asserted against the Trust Property, Trustor shall promptly, and at its expense, (a) give Beneficiary a detailed written notice of such Lien (including origin, amount and other terms), and (b) pay the underlying claim in full or take such other action so as to cause it to be released, in accordance with, and to the extent required by, the Credit Agreement.

3.3. Payment and Performance. Trustor shall pay and perform the Indebtedness as required under the Loan Documents.

3.4. Inspection. Trustor shall permit Beneficiary, and Beneficiary's agents, representatives and employees, upon reasonable prior notice to Trustor, to inspect the Trust Property and all books and records of Trustor located thereon, and to conduct such environmental and engineering studies as Beneficiary may reasonably require; provided, such inspections and studies shall not materially interfere with the use and operation of the Trust Property, in accordance with, and to the extent required by, the Credit Agreement.

3.5. Trustor's Place of Business. Trustor's principal place of business as well as its main office are located in the state of Utah. Trustor's state of organization is Nevada. Trustor's exact legal name is as set forth in the first paragraph of this Trust Deed.

3.6. Covenants Running with the Land. All obligations contained in this Trust Deed are intended by Trustor and Beneficiary to be, and shall be construed as, covenants running with the Trust Property. As used herein, "Trustor" shall refer to the party named in the first paragraph of this Trust Deed and to any subsequent owner of all or any portion of the Trust Property. All Persons who may have or acquire an interest in the Trust Property shall be deemed to have notice of, and be bound by, the terms of the Credit Agreement and the other Credit Documents; however, no such party shall be entitled to any rights thereunder without the prior written consent of Beneficiary. In addition, all of the covenants of Trustor in any Credit Document party thereto are incorporated herein by reference and, together with covenants in this Section, shall be covenants running with the land.

SECTION 4. SECURITY AGREEMENT

This Trust Deed constitutes a Security Agreement with respect to the Personalty. Trustor hereby grants to Beneficiary a security interest in the Personalty, and Beneficiary shall have all of the rights and remedies of a secured party under the Loan Documents and the Utah Uniform Commercial Code as well as all other rights and remedies available at law or in equity. Trustor

and Beneficiary acknowledge their mutual intent that all security interests contemplated herein are given as a contemporaneous exchange for new value to Trustor, regardless of when advances to Trustor are actually made or when the Trust Estate is acquired.

SECTION 5. FIXTURE FILING

This Trust Deed constitutes a fixture filing pursuant to Article 9 of the Utah Uniform Commercial Code, Section 70A-9a-502, Utah Code Annotated, as such Utah Uniform Commercial Code (Section 70A-9a-101, et. seq.) is amended or recodified from time to time. The addresses of the secured party (Beneficiary) and the debtor (Trustor) are set forth in Section 14.1 of this Trust Deed. This Trust Deed is to be recorded in the real estate records in the County Recorder's office of the county in which the Real Property is located. Trustor is the record owner of the Real Property.

SECTION 6. MAINTENANCE OF TRUST ESTATE

6.1. Maintenance. Trustor shall maintain the Trust Estate in the manner required by the Credit Agreement.

SECTION 7. INSURANCE

7.1. Insurance. Trustor shall secure and maintain or cause to be maintained in force on the Trust Estate insurance against such risks, and in the manner, described in Section 6.07 of the Credit Agreement and shall purchase such additional insurance as may be required from time to time pursuant thereto. If at any time the Land or any part thereof is identified by the Secretary of Housing and Urban Development as being situated in an area now or subsequently designated as having special flood hazards, Trustor will obtain flood insurance in accordance with the terms of the Credit Agreement. Notice of Casualty. In the event of loss or damage to the Trust Estate, or any portion of the Trust Estate, Trustor shall immediately give notice thereof to Beneficiary.

7.2. Proceeds of Insurance. All proceeds of insurance on the Trust Estate, and all causes of action, claims, compensation, awards and recoveries for any damage, condemnation or taking of all or any part of the Trust Estate, or for any damage or injury to it or for any loss or diminution in the value of the Trust Estate, received by or on behalf of Trustor shall be applied in accordance with the Credit Agreement.

7.3. Disposition of Policies on Foreclosure. In the event Beneficiary exercises the power of sale or foreclosure provisions of this Trust Deed or makes any other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part of the Obligations, all right, title and interest of Trustor in and to the policies of insurance required by Section 7.1 of this Trust Deed shall inure to the benefit of and pass to the transferee of the interests conveyed under this Trust Deed or to the purchaser at the foreclosure sale, as the case may be.

SECTION 8. INDEMNIFICATION AND OFF-SET

8.1. Indemnification. Trustor hereby indemnifies and holds Beneficiary harmless in accordance with the following:

8.1.1. General Indemnification. Trustor shall indemnify and hold Beneficiary harmless from any and all losses, damages, claims, causes of action, suits, debts, obligations, or liabilities which arise from or are related to, the Credit Agreement, this Trust Deed, any other Loan Documents evidencing or securing the Loan, or the construction, use or occupation of the Trust Estate, or any part thereof, except for claims based upon Beneficiary's gross negligence or willful misconduct. If Beneficiary commences an action against Trustor to enforce any of the terms, covenants or conditions of this Trust Deed or because of the breach by Trustor of any of the terms, covenants, or conditions, or for the recovery of any sum secured hereby, Trustor shall pay to Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary. The right to such attorneys' fees and costs shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. If Trustor breaches any term, covenant or condition of this Trust Deed, Beneficiary may employ an attorney or attorneys to protect Beneficiary's rights hereunder and in the event of such employment following any breach of Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and costs actually incurred by Beneficiary, whether or not action is actually commenced against Trustor by reason of such material breach.

8.1.2. Mechanics Liens. If Beneficiary or the Trust Property is held liable or could be held liable for, or is subject to any losses, damages, costs, charges or expenses, directly or indirectly on account of any claims for work, labor, or material furnished in connection with or arising from the construction of any building, fixture and improvements, then Trustor shall indemnify, defend and hold Beneficiary harmless from all liability or expense arising therefrom including reasonable attorneys' fees and costs.

8.2. Off-Set. All sums payable by Trustor under the Credit Agreement and this Trust Deed shall be paid without notices, demand, counterclaim, set-off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (a) any damage to or destruction of, or any condemnation or similar taking of the Trust Estate or any part thereof; (b) any destruction or prevention of or interference with any use of the Trust Estate or any part thereof; (c) any title defect or encumbrance or any eviction from the Trust Estate or any part thereof by title paramount or otherwise; (d) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Trust Deed by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; (e) any claim which Trustor has or might have against Beneficiary; (f) the occurrence of an Event of Default or any default or failure on the part of Beneficiary to perform or comply with any of the terms, covenants or conditions of this Trust Deed or of any other agreement with Trustor; or (g) any other occurrence whatsoever, whether similar or dissimilar to the foregoing.

SECTION 9. TAXES AND IMPOSITIONS

9.1. Payment of Taxes and Impositions. Trustor shall pay, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes, assessments and other governmental, municipal, or other charges or impositions of any kind or nature whatsoever (including without limitation, charges and assessments on water or water stocks used on or with the Property and levies or charges resulting from covenants, conditions and restrictions affecting

the Trust Estate) which are assessed or imposed upon the Trust Estate, or become due and payable, and which create, may create, or appear to create, a lien upon the Trust Estate or any portion of the Trust Estate, or upon any equipment or other facility used in the construction, operation or maintenance of the Trust Estate (all of which taxes, assessments and other governmental charges of like nature are referred to as the “**Impositions**”); provided, however, that if, by law, any such Imposition is payable, or may at the election of the taxpayer be paid in installments, Trustor may pay the same together with any accrued interest on the unpaid balance of such Imposition in installments as the same become due and before any fine, penalty, interest or cost may be added thereto for the nonpayment of any such installment and interest.

9.2. Right to Contest. Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings, but such contest shall not be deemed or construed in any way as relieving, modifying or extending Trustor’s covenant to pay any such Imposition at the time and in the manner provided in Section 9.1 of this Trust Deed unless Trustor has given prior written notice to Beneficiary of Trustor’s intent to so contest or object to an Imposition, and unless, at Beneficiary’s option, (a) Trustor shall demonstrate to Beneficiary’s satisfaction that the legal proceedings shall conclusively operate to prevent the sale of the Trust Estate, or any part thereof, to satisfy such Imposition prior to final determination of such proceedings; or (b) Trustor shall furnish a good and sufficient undertaking and sureties as may be required or permitted by law to accomplish a stay of such proceedings.

SECTION 10. ADDITIONAL COVENANTS

10.1. Payment of Utilities. Trustor shall pay, when due, all utility charges incurred by Trustor for the benefit of the Trust Estate or which may become a charge or lien against the Trust Estate for gas, electricity, water or sewer services furnished to the Trust Estate and all assessments or charges of a similar nature, whether public or private, affecting the Trust Estate or any portion thereof, whether or not such assessments or charges are liens thereon.

10.2. Defense of Title. Trustor has and shall preserve good and marketable fee title to the Trust Estate free of all liens, claims, charges, security interests, encumbrances, easements or restrictions other than the Permitted Encumbrances. Except as provided otherwise in Section 9.2 of this Trust Deed and the Credit Agreement, Trustor shall promptly discharge and remove any lien or security interest which has, or may have, priority over or equality with the lien and security interest created by this Trust Deed. Trustor shall furnish to Beneficiary written notice of any litigation, default, lien, security interest or notice of default affecting the Trust Estate or title thereto, within ten (10) days of initial receipt of notice of such lien, security interest, litigation or default. Trustor shall appear in and defend any action or proceeding purporting to affect the security hereof, the Trust Estate, or the rights or powers of Beneficiary or Trustee. Should Beneficiary elect to appear in or defend any such action or proceeding, Trustor shall pay all costs and expenses, including costs of evidence of title and reasonable attorneys’ fees and costs, incurred by Beneficiary or Trustee. Trustor shall, at its cost, do, execute, acknowledge, and deliver all further deeds, conveyances, trust deeds, assignments, notices of assignments, security agreements, financing statements, transfers, acts and assurances as Beneficiary shall from time to time require, for the better perfecting, continuing, assuring, granting, conveying, assigning, transferring, and confirming unto Trustee and Beneficiary the Trust Estate, and all rights hereby granted, conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become

bound to grant, convey or assign to Trustee or Beneficiary, or for carrying out the intention or facilitating the performance of the terms of Indebtedness or the Loan Documents.

10.3. Reserves for Taxes and Insurance. In furtherance of SECTION 7 and SECTION 9 of this Trust Deed and anything to the contrary herein notwithstanding, if any Event of Default shall occur and be continuing, and at Beneficiary's written request, Trustor shall deposit with Beneficiary in a non-interest bearing account, on the first day of each month, until the Indebtedness is paid in full, an amount equal to one-twelfth of the annual Impositions, as defined in SECTION 9 of this Trust Deed, as reasonably estimated by Beneficiary to pay the installment of Impositions next due on the Trust Estate, and one-twelfth of the estimated annual aggregate insurance premiums on all policies of insurance required in SECTION 7 of this Trust Deed. In such event, Trustor shall cause all bills, statements or other documents relating to the Impositions and insurance premiums to be sent to Beneficiary. Providing Trustor has deposited sufficient funds with Beneficiary pursuant to this Section 10.3, Beneficiary shall pay such amounts as may be due thereunder out of the funds so deposited with Beneficiary. If at any time and for any reason the funds deposited with Beneficiary are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary shall notify Trustor and Trustor shall immediately deposit an amount equal to such deficiency with Beneficiary. Nothing contained herein shall cause Beneficiary to be deemed a trustee of such funds deposited with Beneficiary pursuant to this Section 10.3. Beneficiary shall not be obligated to pay any interest on any sums held by Beneficiary pending disbursement or application hereunder, and Beneficiary may impound or reserve for future payment of Impositions and insurance premiums such portion of such payments as Beneficiary may, in Beneficiary's absolute discretion, deem proper, applying the balance on the principal of or interest on the Indebtedness secured hereby. Should Trustor fail to deposit with Beneficiary (exclusive of that portion of the payments which has been applied by Beneficiary on the principal of or interest on the Indebtedness) sums sufficient to fully pay such Impositions and insurance premiums at least thirty (30) days before delinquency thereof, Beneficiary, at Beneficiary's election, but without any obligation to do so, may advance any amounts required to make up the deficiency, which advances, if any, shall be secured by this Trust Deed and shall bear interest and be repayable to Beneficiary in the manner specified in Section 10.5 of this Trust Deed.

10.4. Performance in Trustor's Stead. Should Trustor fail to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without any obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof (Beneficiary or Trustee being authorized to enter upon the Trust Estate for such purposes); (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; or (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be superior to the lien of this Trust Deed; and in exercising any such powers, incur any liability, or expend such reasonable amounts as Beneficiary may deem necessary therefor, including costs of evidence of title, employment of attorneys, and payment of reasonable attorneys' fees and costs. All such amounts expended by either or both Trustee or Beneficiary shall, at the election of Beneficiary, be added to the principal indebtedness secured by this Trust Deed and shall accrue interest in accordance with the terms of the Loan Documents. Trustor hereby waives and releases all claims or causes of action which may hereafter arise in

favor of Trustor against Beneficiary by reason of any action taken by Beneficiary pursuant to any power or authority granted in this Section 10.4, except for Beneficiary's gross negligence or willful misconduct.

10.5. Repayment of Advances. Trustor shall immediately repay to Beneficiary sums, with interest thereon as provided in the Loan Documents, which at any time may be paid or advanced by Beneficiary for the payment of insurance premiums, Impositions, title searches, title reports or abstracts, and any other advances made by Beneficiary which are reasonably necessary or desirable to maintain this Trust Deed as a prior, valid, and subsisting lien upon the Trust Estate, to preserve and protect Beneficiary's interest in this Trust Deed or to preserve, repair, or maintain the Trust Estate. All such advances shall be wholly optional on the part of Beneficiary, and Trustor's obligation to repay the same, with interest, to Beneficiary shall be secured by the lien of this Trust Deed.

10.6. No Removal of Fixtures. Trustor shall not, during the existence of this Trust Deed and without the written consent of Beneficiary, remove from the Real Property or the Improvements, any fixture, structure, or other improvement at any time affixed or constructively affixed to the Real Property or the Improvements or any portion thereof, or any Personalty, except in the ordinary course of Trustor's business.

10.7. Further Assurance. Trustor authorizes Beneficiary to file or record, as appropriate, such further instruments, including without limitation Uniform Commercial Code Financing Statements and Continuation Statements, and do such further acts as may be necessary or as may be reasonably required by Beneficiary to carry out more effectively the purposes of this Trust Deed and to subject to the lien, security interest and mortgage created or intended to be created hereby any property, rights, or interests covered or intended to be covered by this Trust Deed. Trustor authorizes (to the extent such authorization is valid under applicable law) Beneficiary to file such Uniform Commercial Code Financing Statements and Continuation Statements as Beneficiary may deem necessary in order to perfect, or continue the perfection of, the security interests created by this Trust Deed. Trustor agrees not to change Trustor's name, location or state of organization from that set forth in Section 3.5 of this Trust Deed without thirty (30) days prior written notice to Beneficiary.

10.8. Attornment. Trustor shall assign to Beneficiary, as additional security for Trustor's performance of the Obligations, any and all existing or future lease agreements entered into by Trustor, as landlord, which pertain to the Property or the Improvements, or any portion thereof, and all such leases shall contain a covenant on the part of the tenant thereunder, enforceable by Beneficiary, obligating such tenant, upon request of Beneficiary, to attorn to and become a tenant of Beneficiary, or any purchaser from Trustee or through foreclosure of this Trust Deed, for the unexpired term, and subject to the terms and conditions, of such future lease agreements. The assignments of lease shall be in form and content satisfactory to Beneficiary.

10.9. No Further Encumbrances. As an express condition of Beneficiary making the Loan, Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Trust Estate or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance

created by this Trust Deed. Encumbrance of the Trust Estate contrary to the provisions of this Section 10.9 without the express written consent of Beneficiary, shall constitute an Event of Default and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest immediately due and payable, whether the same be created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect.

10.10. Due on Sale. Other than (a) a transfer of Personalty in the ordinary course of Trustor's business; or (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Trustor shall not sell, convey or otherwise transfer the Trust Estate or any part thereof or interest therein, without the prior written consent of Beneficiary, except in each case in accordance with and to the extent permitted by the Credit Agreement. If the Trust Estate, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Trust Estate, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, then the full Principal Indebtedness, at the option of Beneficiary and without demand or notice, shall immediately become due and payable.

10.11. Evidence of Title. Trustor shall deliver to, pay for and maintain with Beneficiary until the Indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

10.12. Compliance with Laws. Trustor shall comply with all laws, ordinances, regulations, easement agreements, covenants, conditions, and restrictions (including laws relating to hazardous wastes and/or protection of the environment, or species of plants or animals protected by federal, state, local or other law) affecting the Trust Estate. Trustor shall not cause, permit nor suffer any violation of any of the foregoing and shall pay all response costs, fees, or charges of any kind in connection therewith and defend, indemnify, and hold harmless Beneficiary with respect thereto.

10.13. Financial Statements. Trustor shall keep adequate books and records of account of the Trust Estate and its own financial affairs sufficient to permit the preparation of financial statements therefrom in accordance with generally accepted accounting principles. Beneficiary shall have the right to examine, copy and audit Trustor's records and books of account at all reasonable times. Trustor shall furnish to Beneficiary copies of its financial statements and other financial information satisfactory to Beneficiary at the time and in the manner provided in the Credit Agreement.

10.14. Inspections. Beneficiary, and its agents, representatives and employees, are authorized, but not obligated, to enter at any reasonable time upon the Land for the purpose of inspecting the same, and for the purpose of performing any of the acts it or Trustor is authorized to perform under the terms of this Trust Deed, in accordance with and to the extent permitted by the Credit Agreement, or any other Loan Document.

10.15. No Merger. If the Trust Estate is under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Trust Deed

and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger and, in such event, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Trust Deed on the Trust Estate pursuant to the provisions of this Trust Deed, any leases or subleases then existing and created by Trustor shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at any such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

SECTION 11. CONDEMNATION AWARDS

If the Trust Estate or any portion thereof should be taken or damaged by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at Beneficiary's option to commence, appear in, and prosecute in Beneficiary's own name any action or proceeding, and to make any compromise or settlement, in connection with such taking. Trustor shall promptly give notice to Beneficiary of any condemnation proceeding or any taking for public improvement. All such compensation, awards, damages, causes of action, proceeds, or other payments are hereby assigned to Beneficiary, which may, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, incurred by Beneficiary in connection with such compensation, awards, damages, rights of action, proceeds, or other payments, release any and all moneys so received by Beneficiary or apply the same, or any portion thereof, on any of the Indebtedness (whether or not then due) secured by this Trust Deed. Beneficiary shall have no obligation to apply proceeds of condemnation to restore or repair damage to the Trust Estate regardless of whether such taking has a significant adverse impact on the operation of the remaining portion of the Trust Estate. Trustor shall execute and deliver to Beneficiary such further assignments of such compensation, awards, damages, causes of action, proceeds, or other payments as Beneficiary may from time to time require.

SECTION 12. ASSIGNMENT OF LEASES, RENTS AND INCOME

12.1. Assignment. Trustor hereby absolutely assigns to Trustee all right, title and interest of Trustor in and to all leases now existing or hereafter entered into by Trustor and demising the whole or any part of the Trust Estate. and does hereby further assign any and all rents and subrents, any and all other amounts received for the use of all or any portion of the Trust Estate, and any and all apartment rental agreements, unit rental agreements and room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such rents, apartment rents, unit rents and/or room rents. covering the Trust Estate or any portion thereof, now or hereafter existing or entered into, together with issues, royalties, income, profits and security deposits of and from the Trust Estate. Until the occurrence of an Event of Default, which has not heretofore been cured, Trustor may, under a temporary revocable license granted hereby, collect and use all such rents, subrents, apartment rents, unit rents, issues, royalties, income, and profits which become payable prior to default. Upon the occurrence of an Event of Default, which has not heretofore been cured, Trustor's license to collect and use any of such proceeds shall immediately cease without further action by or on behalf of any party, and Beneficiary shall have

the right, with or without taking possession of the Trust Estate, and either in person, by agent, or through a court-appointed receiver (Trustor hereby consents to the appointment of Beneficiary or Beneficiary's designee as such receiver), to sue for or otherwise collect all such rents, subrents, apartment rents, unit rents, issues, royalties, income, and profits, including those past due and unpaid. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after judgment), including reasonable attorneys' fees, shall be applied toward the payment of the Indebtedness. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of this Trust Deed, the foreclosure of this Trust Deed and throughout any period of redemption. The rights granted under this Section 12.1 shall in no way be dependent upon and shall apply without regard to whether all or a portion of the Trust Estate is in danger of being lost, removed, or materially injured, or whether the Trust Estate or any other security is adequate to discharge the obligations secured by this Trust Deed. Beneficiary's failure or discontinuance at any time to collect any of such proceeds shall not in any manner affect the right, power, and authority of Beneficiary thereafter to collect the same. Neither any provision contained herein, nor the Beneficiary's exercise of Beneficiary's right to collect such proceeds, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease, sublease, option, or other interest in the Trust Estate, or an assumption of liability under, or a subordination of the lien or charge of this Trust Deed to, any tenancy, lease, sublease, option, or other interest in the Trust Estate. All tenants, lessees, sublessees and other persons which have any obligation to make any payment to Trustor in connection with the Trust Estate or any portion thereof are hereby authorized and directed to pay the rents, subrents, apartment rents, unit rents, issues, royalties, income, and profits payable by them with respect to the Trust Estate, or any part thereof, directly to Beneficiary on the demand of Beneficiary. Beneficiary's receipt of such rents, subrents, apartment rents, unit rents, room rents, issues, royalties, income, and profits shall be a good and sufficient discharge of the obligation of the tenant, lessee, sublessee, or other person concerned to make the payment connected with the amount so received by the Beneficiary.

12.2. Beneficiary as Creditor of Lessee. Beneficiary, and not Trustor, shall be the creditor of each Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Lessee. Beneficiary, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Beneficiary shall have the option to apply any monies received by Beneficiary as such creditor towards the reduction of the principal or interest under the Indebtedness as Beneficiary may elect.

12.3. Application of Payments. If at any time during the term of this Trust Deed Beneficiary receives or obtains a payment, installment, or sum which is less than the entire amount then due under the Indebtedness secured by this Trust Deed and under all other instruments further evidencing or securing the Indebtedness, then Beneficiary shall, except as provided otherwise in the Loan Documents and notwithstanding any instructions which may be given by Trustor, have the right to apply such payment, installment, or sum, or any part thereof, to such of the items or obligations then due from Trustor or to Beneficiary as Beneficiary may in Beneficiary's sole discretion determine.

12.4. No Waiver of Rights by Collection of Proceeds. The entering upon and taking possession of the Trust Estate or any portion of the Trust Estate or the collection of rents, subrents, issues, royalties, income, profits, proceeds of fire and other insurance policies, or compensation or awards for any taking or damaging of the Trust Estate, or the application or release thereof as aforesaid, shall not cure or waive any Event of Default or notice of default hereunder, shall not invalidate any act done pursuant to such notice of default, and shall not operate to postpone or suspend the obligation to make, or have the effect of altering the size of, any scheduled installments provided for in any of the Obligations secured by this Trust Deed.

12.5. Indemnification. Trustor shall indemnify, pay, protect, defend and hold Beneficiary harmless from and against all claims, demands, judgments, liabilities, actions, costs, and fees (including reasonable attorneys' fees) arising from or related to receipt by Beneficiary of the rents, subrents, issues, royalties, income and profit from the Trust Estate or any portion of the Trust Estate, except those liabilities arising from Beneficiary's own gross negligence and willful misconduct.

SECTION 13. EVENTS OF DEFAULT AND REMEDIES

13.1. Events of Default. Each of the following shall constitute an event of default under this Trust Deed (an "Event of Default"):

13.2. Failure to Make Payment. If Trustor shall fail to make any payment due and payable under the terms of the Credit Agreement, this Trust Deed, or any other Loan Document.

13.3. Non-Monetary Default. Trustor's failure to observe and perform any of the terms, covenants, or conditions to be observed or performed in this Trust Deed, the Credit Agreement, or the Loan Documents.

13.4. Credit Agreement. Any Event of Default occurs under the Credit Agreement.

13.5. False Warranty. Any material representation or warranty of Trustor contained in this Trust Deed or the Loan Documents was untrue when made.

13.6. Insolvency, Etc. If (a) Trustor commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of Trustor or Trustor's debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for Trustor or for all or any substantial part of Trustor's property; (b) any guarantor of the Indebtedness commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of such guarantor or such guarantor's debts under any law relating to bankruptcy, reorganization, or relief of debtors, or seeking appointment of a receiver, trustee, custodian, or other similar official for such guarantor or for any substantial part of such guarantor's property; or (c) any such case, proceeding, or other action is commenced against either Trustor or any guarantor of the Indebtedness.

13.7. Failure to Pay Debts. Trustor fails to pay Trustor's debts as they become due, admits in writing Trustor's inability to pay Trustor's debts, or makes a general assignment for the benefit of creditors.

13.8. Failure to Perform Other Obligations. A default by Trustor under the terms of any of the other Loan Documents now existing or entered into hereafter.

13.9. Cross Default. A default by Trustor under any other agreement or arrangement between the parties to the Credit Agreement now existing or entered into hereafter.

13.10. Acceleration: Notice. Time is of the essence hereof. Upon the occurrence of any Event of Default under this Trust Deed, at Beneficiary's option and in addition to any other remedy Beneficiary may have under the Loan Documents, Beneficiary may declare all sums secured hereby immediately due and payable and elect to have the Trust Estate sold in the manner provided herein. In the event Beneficiary elects to sell the Trust Estate, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Trust Estate to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in the office of the County Recorder of the County wherein the Trust Estate is located. Beneficiary shall also deposit with Trustee the Credit Agreement and all documents evidencing expenditures secured by this Trust Deed.

13.11. Exercise of Power of Sale. Pursuant to applicable law, 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, shall sell the Trust Estate on the date and at the time and place designated in the notice of sale. Trustor shall have no right to direct the order in which the Trust Property is sold and Trustor hereby waives any and all rights under Utah Code Annotated § 57-1-27 to direct the order in which the Trust Property, if consisting of several known lots or parcels, shall be sold.

13.12. Surrender of Possession. Trustor shall surrender possession of the Trust Estate to the purchaser immediately after the sale of the Trust Estate as provided in Section 13.11 of this Trust Deed, in the event such possession has not previously been surrendered by Trustor.

13.13. UCC Remedies. Notwithstanding anything to the contrary in Section 13.11 and Section 13.12 of this Trust Deed, Beneficiary, with regard to all Personalty, including fixtures, chattels, equipment, inventory, and personal property, conveyed to Trustee under SECTION 2 of this Trust Deed, shall have the right to exercise, from time to time, any and all rights and remedies available to Beneficiary, as a secured party under the Utah Uniform Commercial Code, and any and all rights and remedies available to Beneficiary under any other applicable law. Upon written demand from Beneficiary, Trustor shall, at Trustor's expense, assemble such fixtures, chattels, equipment, inventory, and personal property and make them available to Beneficiary at a reasonably convenient place designated by Beneficiary. Beneficiary shall have the right to enter upon any premises where the Personalty or records pertaining to the Personalty may be and take possession of the Personalty and records relating to the Personalty. Beneficiary may sell, lease or otherwise dispose of any or all of the Personalty and, after deducting the reasonable costs and out-of-pocket expenses incurred by Beneficiary, including, without limitation, (a) reasonable attorneys' fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of

the Personalty, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Personalty, and (g) costs for preservation and protection of the Personalty, apply the remainder to pay, or to hold as a reserve against, the Obligations.

13.14. Foreclosure as a Mortgage. If an Event of Default occurs hereunder, Beneficiary shall have the option to foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including reasonable attorneys' fees and costs in such amounts as shall be fixed by the court.

13.15. Receiver. If an Event of Default occurs, Beneficiary, as a matter of right and without regard to the interest of Trustor therein, shall have the right upon notice to Trustor to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate and Trustor hereby irrevocably consents to such appointment. Any such receiver or receivers shall have all the usual powers and duties of a receiver and shall continue as such and exercise all such powers until completion of the sale of the Trust Estate or the foreclosure proceeding, unless the receivership is sooner terminated.

13.16. No Remedy Exclusive. No remedy conferred upon or reserved to Beneficiary under this Trust Deed shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Trust Deed or any other Loan Document, or now or hereafter existing at law or in equity or by statute.

13.17. Rights upon Default. In making the Loan, Beneficiary has relied upon the rights available to Beneficiary under this Trust Deed upon the occurrence of an Event of Default, including, but not limited to, the rights to accelerate the payment of any and all amounts secured by this Trust Deed, to sell the Property encumbered by this Trust Deed pursuant to the power of sale granted hereunder, the right to foreclose this Trust Deed as a mortgage, and the right to have a receiver appointed.

SECTION 14. GENERAL PROVISIONS

14.1. Notices. All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Beneficiary: Annaly Middle Market Lending LLC
1211 Avenue of the Americas, 41st Floor
New York, New York 10036
Attn: David Frost, Managing Director
Tel: (646) 454-3741
Email: dfrost@annaly.com

With copies to: Winston & Strawn LLP
200 Park Avenue

New York, New York 10166
Attn: Mats G. Carlston
Tel: 212-294-6696
Email: mcarlston@winston.com

Trustee: Cottonwood Title Insurance Agency, Inc.
1996 East 6400 South, Suite 120 Salt Lake City, Utah, 84121

Trustor: Coyote Buyer, LLC
c/o AE Industrial Partners, LP
2500 N. Military Trail, Suite 470
Boca Raton, FL 33431
Attn: Kirk Konert
Email: kkonert@aeroequity.com

With copies to: Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attn: Daniel Cho

Such addresses may be changed by notice to the other party given in the same manner provided in this Section 14.1.

14.2. Severability. If any provision of this Trust Deed shall be held or deemed to be or shall, in fact, be illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions contained in this Trust Deed or render the same invalid, inoperative, or unenforceable to any extent whatever.

14.3. Amendments, Changes, and Modifications. This Trust Deed may not be amended, changed, modified, altered, or terminated without the written consent of Beneficiary.

14.4. Governing Law. This Trust Deed shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

14.5. Jurisdiction of Utah Courts. Trustor acknowledges that by execution and delivery of this Trust Deed, Trustor has transacted business in the State of Utah and Trustor hereby voluntarily submits to, consents to, and waives any defense to the jurisdiction of courts located in the State of Utah as to all matters relating to or arising from this Trust Deed.

14.6. Interpretation. Whenever the context shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The section headings contained in this Trust Deed are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions hereof.

14.7. Binding Effect. This Trust Deed shall be binding upon Trustor and Trustor's successors and assigns. This Trust Deed shall inure to the benefit of Beneficiary, and Beneficiary's successors and assigns, and the holders of any of the Obligations secured hereby.

14.8. Waivers. No delay or failure to exercise any right or power accruing upon any Event of Default, including Beneficiary requiring strict performance by Trustor of any undertakings, agreements, or covenants contained in this Trust Deed, shall impair any such right or power or shall be construed to be a waiver thereof, including the right to demand strict compliance and performance, but any such right and power may be exercised from time to time and as often as may be deemed expedient. Any waiver by Beneficiary of any Event of Default under this Trust Deed shall not waive or affect any other Event of Default hereunder, whether such Event of Default is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, or covenants of Trustor under this Trust Deed, shall be deemed to have been waived by Beneficiary, unless such waiver is evidenced by an instrument in writing signed by an officer of Beneficiary and directed to Trustor specifying such waiver.

14.9. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of the county wherein the Property is located, a substitution of trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of 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.

14.10. Joint and Several Liability. All obligations of Trustor under this Trust Deed, if more than one party, are joint and several as between them. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Indebtedness secured by this Trust Deed.

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

14.12. Attorneys' Fees and Expenses. Trustor agrees to reimburse Beneficiary for any reasonable attorneys' fees and costs actually incurred by Beneficiary with respect to any bankruptcy or insolvency proceeding, or other action involving Trustor or any guarantor as a debtor. Trustor additionally agrees to pay all reasonable costs and out-of-pocket expenses, including, without limitation, (a) reasonable attorneys' fees and legal expenses, (b) transportation and storage costs, (c) advertising of sale of the Trust Estate, (d) sale commissions, (e) sales tax, (f) costs for improving or repairing the Trust Estate, and (g) costs for preservation and protection of the Trust Estate, incurred by Beneficiary in obtaining possession of Trust Estate, storage and preparation for sale, sale or other disposition, and otherwise incurred in foreclosing upon the Trust Estate. Any and all such costs and out-of-pocket expenses shall be payable by Trustor upon demand, together with interest thereon from the date of the advance until repaid, both before and after judgment, at the rate provided in the Loan Documents.

Regardless of any breach or default, Trustor agrees to pay all expenses, including reasonable attorneys' fees and legal expenses, incurred by Beneficiary in any bankruptcy proceedings of any type involving Trustor, the Trust Estate, or this Trust Deed, including, without limitation, expenses incurred in modifying or lifting the automatic stay, determining adequate protection, use of cash collateral, or relating to any plan of reorganization.

14.13. Request for Notice. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address for Trustor specified in Section 14.1 of this Trust Deed.

14.14. Limitation on Damages. Beneficiary and its officers, directors, employees, representatives, agents, and attorneys, shall not be liable to Trustor for consequential, special, or other non-compensatory damages arising from or relating to any breach of contract, tort, or other wrong in connection with or relating to this Trust Deed or the Trust Estate regardless of whether Beneficiary may have been advised of the possibility of such damages.

14.15. Preferential Transfers. If the incurring of any debt by Trustor or the payment of any money or transfer of property to Beneficiary by or on behalf of Trustor should for any reason subsequently be determined to be “voidable” or “avoidable” in whole or in part within the meaning of any state or federal law (collectively “voidable transfers”), including, without limitation, fraudulent conveyances or preferential transfers under the United States Bankruptcy Code or any other federal or state law, and Beneficiary is required to repay or restore any voidable transfers or the amount or any portion thereof, or upon the advice of Beneficiary’s counsel is advised to do so, then, as to any such amount or property repaid or restored, including all reasonable costs, expenses, and attorneys’ fees of Beneficiary related thereto, the liability of Trustor and this Trust Deed shall automatically be revived, reinstated and restored and shall exist as though the voidable transfers had never been made.

14.16. Survival. All agreements, representations, warranties and covenants made by Trustor shall survive the execution and delivery of this Trust Deed, the filing and consummation of any bankruptcy proceedings, and shall continue in effect so long as any obligation to Beneficiary contemplated by this Trust Deed is outstanding and unpaid, notwithstanding any termination of this Trust Deed. All agreements, representations, warranties and covenants in this Trust Deed shall run with the land, shall bind the party making the same and its heirs and successors, and shall be to the benefit of and be enforceable by each party for whom made and their respective heirs, successors and assigns.

14.17. Counterparts. This Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Trust Deed shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Trust Deed, and fax signatures thereon, shall have the same force, effect and legal status as an original.

14.18. Defined Terms. Unless otherwise defined in this Trust Deed, capitalized terms used herein have the meanings given them in the Loan Agreement.

THE PROVISIONS OF THIS TRUST DEED REGARDING THE CREATION, PERFECTION AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS HEREIN GRANTED SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN WHICH THE TRUST PROPERTY IS LOCATED. ALL OTHER PROVISIONS OF THIS TRUST DEED AND THE RIGHTS AND OBLIGATIONS OF TRUSTOR AND BENEFICIARY SHALL BE GOVERNED BY, AND SHALL BE

CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(Signatures Follow on Next Page)

EXHIBIT A

PREMISES DESCRIPTION

The real property located in Iron County, State of Utah, and more particularly described as follows:

PARCEL 1:

ALL OF SECTION 27, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE LAND CONVEYED TO THE LOS ANGELES & SALT LAKE RAILROAD COMPANY, BY THAT CERTAIN WARRANTY DEED, RECORDED AUGUST 11, 1925, AS ENTRY NO. 32753, IN BOOK X, AT PAGE 262, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 100 FEET WIDE, BEING 50 FEET ON EACH SIDE OF AND MEASURED AT RIGHT ANGLES TO THE FOLLOWING DESCRIBED CENTER LINE, AND PROLONGATION THEREOF, OF THE LOS ANGELES AND SALT LAKE RAILROAD, (CEDAR CITY BRANCH).

BEGINNING AT A POINT ON THE NORTHERLY LINE OF SECTION 16, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING 9.0 FEET, MORE OR LESS, WESTERLY FROM THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 31°02' EAST 24,727.00 FEET, MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SAID POINT BEING 221.6 FEET, MORE OR LESS, WESTERLY FROM THE SOUTHEAST CORNER OF SAID SECTION 35.

ALSO LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 2:

ALL OF SECTION 28, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 3:

ALL OF SECTION 29, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 4:

ALL OF SECTION 32, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 5:

ALL OF SECTION 33, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 6:

THE WEST HALF OF SECTION 34 AND THE WEST HALF OF THE EAST HALF OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 7: (TRACT A)

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°33'26" WEST 2654.84 FEET ALONG THE SOUTH LINE OF SAID SECTION 35 TO THE SECTION CORNER COMMON TO SECTIONS 34 AND 35; THENCE NORTH 89°37'57" WEST 1326.91 FEET ALONG THE SOUTH LINE OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 34; THENCE NORTH 01°12'19" EAST 2653.10 FEET ALONG THE ONE-SIXTEENTH SECTION LINE TO THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER; THENCE NORTH 01°17'06" EAST 2649.70 FEET ALONG THE ONE-SIXTEENTH SECTION LINE TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE SOUTH 89°30'57" EAST 1331.145 FEET ALONG THE NORTH LINE OF SAID SECTION 34 TO THE SECTION CORNER COMMON TO SECTIONS 26, 27, 34 AND 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°37'34" EAST 1783.30 FEET ALONG THE NORTH LINE OF SAID SECTION 35 TO THE WESTERLY LINE OF THE LOS ANGELES & SALT LAKE RAILROAD COMPANY PROPERTY; THENCE SOUTH 30°36'58" EAST 1661.21 FEET ALONG THE WESTERLY LINE OF SAID LOS ANGELES & SALT LAKE RAILROAD COMPANY PROPERTY TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 35; THENCE SOUTH 01°22'47" WEST 3902.46 FEET ALONG THE EAST LINE OF THE WEST HALF OF SAID SECTION 35 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING PARCEL ("PARCEL 3 - PLANT SITE FENCED AREA");

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°33'26" WEST 2440.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH 00°00'00" EAST 1868.90 FEET; THENCE NORTH 90°00'00" WEST 1307.00 FEET; THENCE NORTH 00°00'00" EAST 828.00 FEET; THENCE NORTH 90°00'00" EAST 1557.00 FEET; THENCE NORTH 00°00'00" EAST 740.00 FEET; THENCE NORTH 90°00'00" EAST 2273.93 FEET; THENCE SOUTH 01°22'47" WEST 3456.76 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

TOGETHER WITH (I) A RIGHT-OF-WAY FOR A ROAD AND INCIDENTAL PURPOSES OVER THE WEST 66 FEET OF THE NORTH HALF OF SECTION 3, TOWNSHIP 35 SOUTH, RANGE 13 WEST; SALT LAKE BASE AND MERIDIAN, AND OVER THE SOUTH 66 FEET OF THE WEST THREE-QUARTERS OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; AND (II) A TEMPORARY RIGHT-OF-WAY FOR CONSTRUCTION POWER OVER THE WEST THREE-QUARTERS OF SECTION 34, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

(TRACT B - PARCEL NORTHEAST OF RAILROAD):

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°22'47" WEST 1247.07 FEET

ALONG THE SECTION LINE OF THE EASTERLY LINE OF THE LOS ANGELES & SALT LAKE RAILROAD COMPANY PROPERTY; THENCE NORTH 30°36'58" WEST 1442.85 FEET ALONG SAID RAILROAD PROPERTY; THENCE NORTH 89°37'34" EAST 764.86 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

PARCEL 8:

THE NORTH HALF OF SECTION 3, AND THE NORTH HALF OF SECTION 4, TOWNSHIP 35 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 9:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°33'26" WEST 2440.77 FEET ALONG THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH 00°00'00" EAST 1868.90 FEET; THENCE NORTH 90°00'00" WEST 1307.00 FEET; THENCE NORTH 00°00'00" EAST 828.00 FEET; THENCE NORTH 90°00'00" EAST 1557.00 FEET; THENCE NORTH 00°00'00" EAST 740.00 FEET; THENCE NORTH 90°00'00" EAST 2273.93 FEET; THENCE SOUTH 01°22'47" WEST 3456.76 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL OIL, GAS AND/OR OTHER MINERALS BELOW A DEPTH OF 500 FEET, AND ALL GEOTHERMAL STEAM AND ASSOCIATED GEOTHERMAL RESOURCES, IN, ON OR UNDER SAID REAL PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING AND/OR REMOVING THE SAME, SO LONG AS SAID RIGHT DOES NOT REASONABLY INTERFERE WITH SURFACE DEVELOPMENT.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN A COUNTY ROAD RIGHT OF WAY.

PARCEL 10:

ALL OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING NORTH 89°02'46" EAST, 949.43 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE NORTH 00°00'00" EAST, 2039.95 FEET; THENCE NORTH 90°00'00" WEST, 899.79 FEET; THENCE NORTH 01°22'47" EAST, 631.42 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°38'03" EAST, 744.98 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 30°36'46" EAST, 3081.64 FEET ALONG THE WESTERLY LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY PROPERTY; THENCE SOUTH 89°02'46" WEST, 1429.86 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 89°02'46" WEST, 163.26 FEET ALONG THE SECTION LINE; THENCE NORTH 30°36'46" WEST, 3080.27 FEET ALONG THE EASTERLY LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY PROPERTY; THENCE NORTH 89°38'03" EAST, 1796.06 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°22'58" WEST, 2660.50 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION WITHIN THE RAILROAD RIGHT OF WAY. PARCEL 11:

BEGINNING NORTH 89°02'46" EAST, 949.43 FEET ALONG THE SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE NORTH 00°00'00" EAST, 2039.95 FEET; THENCE NORTH 90°00'00" WEST, 899.79 FEET; THENCE NORTH 01°22'47" EAST, 631.42 FEET ALONG THE QUARTER SECTION LINE TO THE CENTER QUARTER CORNER OF SAID SECTION 35; THENCE NORTH 89°38'03" EAST, 744.98 FEET ALONG THE QUARTER SECTION LINE; THENCE SOUTH 30°36'46" EAST, 3081.64 FEET ALONG THE WESTERLY LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY PROPERTY; THENCE SOUTH 89°02'46" WEST, 1429.86 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT-OF-WAY, SERIAL NO. U-54534 FOR A POWER TRANSMISSION LINE GRANTED UNDER THE ACT OF OCTOBER 21, 1976, 90 STAT. 2776, 43 U.S.C. 1761-1771, SAID RIGHT-OF-WAY BEING 130 FEET WIDE, 65 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING NORTH 89°02'46" EAST, 949.43 FEET ALONG THE SECTION LINE AND NORTH 00°00'00" EAST, 134.18 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 89°26'43" EAST, 1372.27 FEET TO THE POINT OF ENDING.

ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE SOUTH 89°02'46" WEST 163.26 FEET ALONG THE SECTION LINE; THENCE NORTH 30°36'46" WEST, 3080.27 FEET ALONG THE EASTERLY LINE OF THE LOS ANGELES AND SALT LAKE RAILROAD COMPANY PROPERTY; THENCE NORTH 89°38'03" EAST, 1796.06 FEET ALONG THE QUARTER SECTION LINE TO THE EAST QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 01°22'58" WEST, 2660.50 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT-OF-WAY, SERIAL NO. U-54534 FOR A POWER TRANSMISSION LINE GRANTED UNDER THE ACT OF OCTOBER 21, 1976, 90 STAT. 2776, 43 U.S.C. 1761-1771, SAID RIGHT-OF-WAY BEING 130 FEET WIDE, 65 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING NORTH 01°22'58" EAST, 89.22 FEET ALONG THE SECTION LINE; THENCE NORTH 89°26'43" WEST, 221.05 FEET TO THE POINT OF ENDING.

ALSO SUBJECT TO AN EASEMENT FOR A TELEPHONE AND TELEGRAPH LINE AS CREATED IN FAVOR OF AMERICAN TELEPHONE AND TELEGRAPH COMPANY OF WYOMING, ITS SUCCESSORS AND ASSIGNS, BY INSTRUMENT RECORDED MAY 9, 1930 AS ENTRY NO. 48166 IN BOOK 5 OF MISCELLANEOUS RECORDS AT PAGE 104; SAID EASEMENT CENTERLINE DESCRIBED AS LOCATED ON THE GROUND AS BEGINNING SOUTH 01°22'58" WEST, 927.41 FEET ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SECTION 35, TOWNSHIP 34 SOUTH, RANGE 13 WEST, SALT LAKE MERIDIAN; THENCE NORTH 57°16' WEST, 1697.49 FEET TO THE POINT OF ENDING.

ALSO SUBJECT TO A COVENANT IN THE BUREAU OF LAND MANAGEMENT CLEAR LIST NO. 22, RECORDED SEPTEMBER 25, 1990 AS INSTRUMENT NO. 301760 IN BOOK 421, PAGES 456-458 WHICH STATES: THAT SAID LAND, EXTENDING 800 FEET WEST OF THE CENTER LINE OF IRON SPRINGS CREEK WILL BE USED FOR AGRICULTURAL PURPOSES ONLY, AND NO BUILDINGS OR DWELLINGS WILL BE CONSTRUCTED, PLACED OR ALLOWED UPON SAID LAND.