

## TRUST DEED

THIS TRUST DEED is executed on this 27th day of September, 2022, by and between Lotus Habits, LLC, a Utah limited liability company ("Lotus"), RP Lehi Apartments, LLC, a Utah limited liability company ("RP Lehi"), Regimental Lehi Apartments, LLC, a Utah limited liability company, ("Regimental"), Devlin Lehi Apartments, LLC a Utah limited liability Company ("Devlin") (Lotus, RP Lehi, Regimental and Devlin as tenants-in-common, collectively referred to as "Trustor"); Fidelity National Title Agency of Utah, LLC, as "Trustee"; and Vineyard 87 Apartments, LLC, a Utah limited liability company as "Lender" and "Beneficiary."

**CONVEYANCE AND GRANT.** For valuable consideration, Trustor irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's undivided 50% tenant-in-common interest, right, and title, in and to the following described real property located in Salt Lake County, State of Utah (the "Real Property"), together with and subject to all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; and all other rights, royalties, and profits relating to the real property, including without limitation, all minerals, oil, gas, geothermal and similar matters:

See Exhibit A attached hereto.

Trustor presently assigns in trust to Beneficiary all of Trustor's 50% tenant-in-common right, title, and interest in and to all present and future leases of the Property and all Rents from the Property, subject to the prior liens and encumbrances thereon.

### DEFINITIONS.

The following words shall have the following meanings when used in this Trust Deed. Terms not otherwise defined in this Trust Deed shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Beneficiary.** The word "**Beneficiary**" means and refers to the Lender, **Vineyard 87 Apartments, LLC**, its successors and assigns.

**Borrower.** The word "**Borrower**" means the Trustor, **Lotus Habits, LLC**, **RP Lehi Apartments, LLC**, **Regimental Lehi Apartments, LLC** and **Devlin Lehi Apartments, LLC**, as tenants-in-common.

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**Existing Indebtedness.** The words "**Existing Indebtedness**" mean the indebtedness described below in the Existing Indebtedness section of this Trust Deed.

**Trust Deed.** The words "**Trust Deed**" mean this Trust Deed among Trustor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Rents.

**Improvements.** The word "**Improvements**" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "**Indebtedness**" means all principal and interest payable under the Note of even date herewith and any amounts expended or advanced by Lender to discharge obligations of Trustor or expenses incurred by Trustee or Lender to enforce obligations of Trustor under this Trust Deed, together with interest on such amounts as provided in this Trust Deed.

**Lender.** The word "**Lender**" means the Beneficiary, **Vineyard 87 Apartments, LLC**, its successors and assigns.

**Note.** The word "**Note**" means the Promissory Note of even date herewith, in the principal amount of **TWENTY-ONE MILLION FORTY-NINE THOUSAND ONE-HUNDRED TWENTY-FOUR AND 03/100 DOLLARS (\$21,049,124.03)** from Trustor or to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note.

**Personal Property.** The words "**Personal Property**" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Trustor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "**Property**" means the Real Property and excludes the Personal Property.

**Real Property.** The words "**Real Property**" mean the property, interests and rights described above in the "Conveyance and Grant" section.

**Rents.** The word "**Rents**" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**Trustee.** The word "**Trustee**" means Fidelity National Title Agency of Utah, LLC, and any substitute or successor trustees.

**Trustor.** The word "**Trustor**" means the Borrower and any and all other persons and entities

executing this Trust Deed, including without limitation all Borrowers named above. Any Trustor who signs this Trust Deed, but does not sign the Note, is signing this Trust Deed only to grant and convey that Trustor's interest in the Real Property and to grant a security interest in Trustor's interest in the Rents to Lender and is not personally liable under the Note except as otherwise provided by contract of law.

**THIS TRUST DEED, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF TRUSTOR UNDER THE NOTE AND THIS TRUST DEED. THIS TRUST DEED IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Trust Deed, Trustor shall pay to Lender all amounts secured by this Trust Deed as they become due, and shall strictly and in a timely manner perform all of Trustor's obligations under the Note and this Trust Deed.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Trustor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, *et. seq.*

**Duty to Maintain.** Trustor shall maintain the Property and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance, Waste.** Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times and after reasonable notice, to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Trust Deed.

**Compliance with Governmental Requirements.** Trustor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Trustor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Trustor has notified Lender in writing prior to doing so and so long as, in Lender's sole reasonable opinion, Lender's interests in the Property are not jeopardized. Lender may require Trustor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Trustor agrees not to abandon the Property. Trustor shall do all other acts,

in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Trust Deed upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal beneficial or equitable; whether voluntary or, involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Trustor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than fifty percent (50%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Trustor.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Trust Deed.

**Payment.** Trustor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Trustor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Trust Deed, except for the lien of taxes and assessments not due and except as otherwise provided in this Trust Deed.

**Right To Contest.** Trustor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Trustor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Trustor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorney fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Trustor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Trustor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Trustor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the

Property are a part of this Trust Deed.

**Maintenance of Insurance.** Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may reasonably request. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be canceled or diminished without at least ten (10) days' prior written notice to Lender.

**Application of Proceeds.** Trustor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Trustor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property, if Lender elects to apply the proceeds to restoration and repair, Trustor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Trustor from the proceeds for the reasonable cost of repair or restoration if Trustor is not in default under this Trust Deed. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Trust Deed, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Trustor as Trustor's interests may appear.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Trust Deed at any trustee's sale or other sale held under the provisions of this Trust Deed, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Trust Deed, to the extent compliance with the terms of this Trust Deed would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Trust Deed for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**Trustor's Report on Insurance.** Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property

insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

**EXPENDITURES BY LENDER.** If Trustor fails to comply with any provision of this Trust Deed, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Trustor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Trust Deed also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property area part of this Trust Deed.

**Title.** Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Trust Deed, and (b) Trustor has the full right, power, and authority to execute and deliver this Trust Deed to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Trust Deed, Trustor shall defend the action at Trustor's expense.

**Compliance With Laws.** Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness are a part of this Trust Deed.

**Existing Indebtedness.** Lender covenants and agrees that it shall cooperate with Trustor in subordinating the Trust Deed to all construction financing related to the construction and improvement of lots on the Property. Trustor covenants and agrees to pay, or see to the payment of, any Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security

documents for such indebtedness.

**Default.** If the payment of any installment of principal or any interest on any Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Trust Deed shall become immediately due and payable, and this Trust Deed shall be in default. In the event of a default by Trustor in the payment of the Existing Indebtedness, Beneficiary shall have the right to cure the default and add the amount of the payment required to cure the default to the principal amount due under the Note, subject to the same rate of interest and repayment terms.

**No Modification.** Trustor shall not enter into any agreement with the holder of any mortgage, trust deed, or other security agreement which has priority over this Trust Deed by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender, which consent shall not be unreasonably withheld. Trustor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Trust Deed.

**Application of Net Proceeds.** If all or any portion of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by the Trustee or Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Trustor shall promptly notify Lender in writing, and Trustor shall promptly take such steps as may be necessary to defend the action and obtain the award. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Trustor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Trust Deed.

**Current Taxes, Fees and Charges.** Upon request by Lender, Trustor shall execute such documents in addition to this Trust Deed and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Trustor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Trust Deed, including without limitation all taxes, fees, documentary stamps,

and other charges for recording or registering this Trust Deed.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Trust Deed or upon all or any part of the indebtedness secured by this Trust Deed; (b) a specific tax on Trustor which Trustor is authorized or required to deduct from payments on the indebtedness secured by this type of Trust Deed; (c) a tax on this type of Trust Deed chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Trustor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Trust Deed, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Trust Deed as a security agreement are a part of this Trust Deed.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**FURTHER ASSURANCES.** The following provisions relating to further assurances are a part of this Trust Deed.

**Further Assurances.** At any time, and from time to time, upon reasonable request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to lender or to Lender's designee, and requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Trustor under the Note and this Trust Deed, and (b) the liens and security interests created by this Trust Deed as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or agreed to the contrary by Lender in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**FULL PERFORMANCE.** If Trustor pays all the indebtedness when due and otherwise performs all the obligations imposed upon Trustor under this Trust Deed, lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Trustor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents. Any reconveyance fee required by law shall be paid by Trustor, if permitted by law.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Trust Deed:

**Default on Indebtedness.** Failure of Trustor to make any payment when due on the indebtedness according to the terms of the Note of even date herewith.

**Default on Other Payments.** Failure of Trustor within the time required by this Trust Deed to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Trustor to comply with any other term, obligation, covenant or condition contained in this Trust Deed or the Note.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Trustor under this Trust Deed or the Note is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Trust Deed ceases to be in full force and effect at any time and for any reason.

**Insolvency.** The dissolution or termination of Trustor's existence as a going business, the insolvency of Trustor, the appointment of a receiver for any part of Trustors property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Trustor.

**Adverse Change.** A material adverse change occurs in Trustor's financial condition, or Lender reasonably believes the prospect of payment or performance of the Indebtedness is impaired.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**Right to Cure.** If such a failure is curable and if Trustor has not been given a notice of a breach of the same provision of this Trust Deed within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Trustor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Trustor to declare the entire Indebtedness immediately due and payable.

**Foreclosure.** With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Collect Rents.** Lender shall have the right, without notice to Trustor, to take possession of and manage the Property and Collect the Rents including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Trustor irrevocably designates Lender as Trustor's attorney-in-fact to endorse instruments received in payment thereof in the name of Trustor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Trustor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

**Tenancy at Sufferance.** If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Trustee or Lender shall have any other right or remedy provided in this Trust Deed or the Note or by law.

**Notice of Sale.** Lender shall give Trustor reasonable notice of the time and place of any public sale of the Property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Sale of the Property.** To the extent permitted by applicable law, Trustor hereby waives any and all rights to have the Property marshaled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of

the Property.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Trust Deed shall not constitute a waiver of or prejudice the Party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Trust Deed after failure of Trustor to perform shall not affect Lenders right to declare a default and to exercise any of its remedies.

**Attorney Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Trust Deed, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lenders reasonable opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorney fees whether or not there is a lawsuit, including reasonable attorney fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Trustor also will pay any court costs, in addition to all other sums provided by law.

**Rights of Trustee.** Trustee shall have all of the rights and duties of Lender as set forth in this section.

**POWERS AND OBLIGATIONS OF TRUSTEE.** The following provisions relating to the powers and obligations of Trustee are part of this Trust Deed.

**Powers of Trustee.** In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Trustor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Trust Deed or the interest of Lender under this Trust Deed.

**Obligations to Notify.** Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Trustor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

**Trustee.** Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall

have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

**Successor Trustee.** Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Salt Lake County, Utah. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Trustor, the book and page where this Trust Deed is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Trust Deed and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

**NOTICES TO TRUSTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Trust Deed or required by law shall be in writing, may be sent by facsimile, and shall be effective when actually delivered in accordance with the law or with this Trust Deed, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Trust Deed. Any party may change its address for notices under this Trust Deed by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Trust Deed shall be sent to Lender's address, as shown near the beginning of this Trust Deed. For notice purposes, Trustor agrees to keep Lender and Trustee informed at all times of Trustor's current address. Notwithstanding any other provisions of this Trust Deed, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Trust Deed:

**Amendments.** This Trust Deed, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Trust Deed. No alteration of or amendment to this Trust Deed shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Trust Deed has been delivered to Lender and accepted by Lender in the State of Utah. This Trust Deed shall be governed by and construed in accordance with the laws of the State of Utah. Venue for any and all disputes relating to this Trust Deed shall be in the courts of the State of Utah in and for Salt Lake County, Utah, which courts shall be the exclusive jurisdiction for cases relating to this Trust Deed.

**Caption Headings.** Caption headings in this Trust Deed are for convenience purposes only and are not to be used to interpret or define the provisions of this Trust Deed.

**Merger.** There shall be no merger of the interest or estate created by this Trust Deed with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties; Corporate Authority.** All obligations of Trustor under this Trust Deed shall be joint and several, and all references to Trustor shall mean each and every Trustor. This means that each of the Borrowers signing below is responsible for all obligations in this Trust Deed.

**Severability.** If a court of competent jurisdiction finds any provision of this Dead of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Trust Deed in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Trust Deed on transfer of Trustor's interest, this Trust Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. It ownership of the Property becomes vested in a person other than Trustor, Lender, without notice to Trustor, may deal with Trustor's successors with reference to this Dead of Trust and the Indebtedness by way of forbearance or extension without releasing Trustor from the obligations of this Trust Deed or liability under the indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Trust Deed.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Trust Deed (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Trust Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Trustor, shall constitute a waiver of any of Lender's rights or any of Trustor's obligations as to any future transactions. Whenever consent by Lender is required in this Trust Deed, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

**Waiver of Homestead Exemption.** Trustor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all indebtedness secured by this Trust Deed.

EACH TRUSTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS TRUST DEED, AND EACH TRUSTOR AGREES TO ITS TERMS.

**TRUSTOR:**

**LOTUS HABITS, LLC**

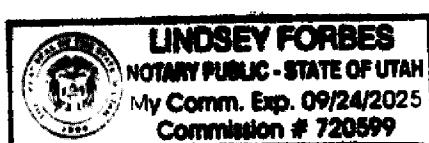
By Lotus Equities, LLC, Manager

By Bryan Wrigley

Bryan Wrigley, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The above Trust Deed was executed on this 21 day of September, 2022, by Bryan Wrigley, as Manager of Lotus Equities, LLC, Manager for and on behalf of said company.



\_\_\_\_\_  
NOTARY PUBLIC

**TRUSTOR:**

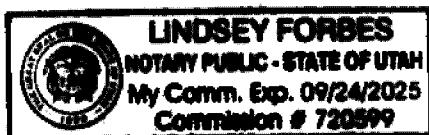
**RP LEHI APARTMENTS, LLC**  
By ~~Lotus Equities, LLC, Manager~~

By:

~~Bryan Wrigley, Manager~~

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The above Trust Deed was executed on this 27 day of September, 2022, by  
Bryan Wrigley, as Manager of Lotus Equities, LLC, Manager for and on behalf of said company.



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NOTARY PUBLIC

**TRUSTOR:**

**REGIMENTAL LEHI APARTMENTS,  
LLC**

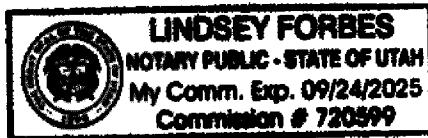
By Lotus Equities, LLC, Manager

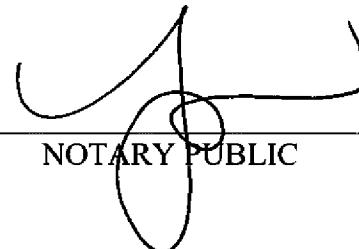
By:

Bryan Wrigley, Manager

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The above Trust Deed was executed on this 21 day of September, 2022, by Bryan Wrigley, as Manager of Lotus Equities, LLC, Manager for and on behalf of said company.



  
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NOTARY PUBLIC

**TRUSTOR:**

**DEVLIN LEHI APARTMENTS, LLC**

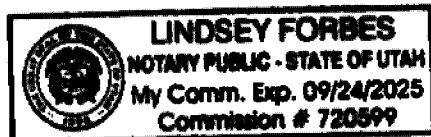
*By Lotus Equities, LLC Manager*

**By:**

*Bryan Wrigley, Manager*

STATE OF UTAH )  
: ss  
COUNTY OF SALT LAKE )

The above Trust Deed was executed on this 21 day of September, 2022, by  
Bryan Wrigley, as Manager of Lotus Equities, LLC, Manager for and on behalf of said company.



*L*  
NOTARY PUBLIC

**EXHIBIT A**  
**Legal Description**

**Parcel 1**

Lot 1, Lehi Tech Subdivision, Amending Lot 1 Biomni Plat "A" and Amending and Vacating 200 South Street, a Commercial Subdivision, Lehi, Utah.

LESS AND EXCEPTING therefrom the following:

Commencing a point on the East line of Lehi Interstate Plaza Subdivision which point is North 00°23'09" East 508.67 feet along the section line and West 234.03 feet from the East quarter corner of Section 16, Township 5 South, Range 1 East. Salt Lake Base and Meridian; thence North 05°19'09" East 126.75 feet along the East line of Lehi Interstate Plaza Subdivision; thence along a non-tangent 200.00 foot radius curve to the left 114.79 feet (chord bears: South 11°18'23" East 113.22 feet); thence along a non-tangent 67.00 foot radius curve to the left 30.50 feet (chord bears: South 50°44'28" East 30.24 feet); thence North 86°03'33" West 57.50 feet to the point of beginning.

**Parcel 2**

A non-exclusive easement for ingress and egress purposes, appurtenant to Parcel 1, as established in and more particularly described in that certain Amended and Restated Cross Access, Parking and Easement Agreement, recorded August 26, 2022, as Entry No. 94649:2022 of the Official Records.

**Parcel 3**

A non-exclusive easement for ingress and egress purposes, appurtenant to Parcel 1, as established in and more particularly described in that certain Access Easement Agreement, recorded March 14, 2019, as Entry No. 20862:2019 of the Official Records.