

**FIRST AMERICAN TITLE**

# NCS 1202543

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**Rashelle Hobbs, Recorder, Salt Lake County, Utah**

**Return To: FIRST AMERICAN TITLE INSURANCE COMPANY - NCS SA  
215 S STATE ST STE 380 SALT LAKE CITY, UT 841112371**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Cox, Castle & Nicholson LLP  
2029 Century Park East, 21<sup>st</sup> Floor  
Los Angeles, California 90067  
Attention: Adam B. Weissburg, Esq.

APN: 28-07-331-002-0000; 28-07-331-003-0000

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Mortgage Loan No. 23628

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

Date:	As of March 25, 2024
Borrower:	EAST VILLAGE 3 LLC, a Delaware limited liability company
Borrower's State of Organization:	Delaware
Borrower's Organizational ID Number:	7615163
Trustee:	FIRST AMERICAN TITLE INSURANCE COMPANY
Lender:	MASSMUTUAL ASCEND LIFE INSURANCE COMPANY, an Ohio corporation
Note Amount:	\$60,525,000.00
Initial Maturity Date:	April 10, 2027
State:	Utah
Record Owner of the Land: (as defined herein)	EAST VILLAGE 3 LLC, a Delaware limited liability company

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH SECTION 70A-9a-502(c) OF THE UTAH UNIFORM COMMERCIAL CODE.

THIS DEED OF TRUST SECURES A NOTE AND LOAN AGREEMENT WHICH PROVIDE FOR A VARIABLE INTEREST RATE.

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

THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this “**Deed of Trust**”) is made as of March 25, 2024, by **EAST VILLAGE 3 LLC**, a Delaware limited liability company, having an address c/o Hamilton Partners, 111 East Broadway, Suite 111, Salt Lake City, Utah 84111, as trustor hereunder (“**Borrower**”), to FIRST AMERICAN TITLE INSURANCE COMPANY, having an address at 215 South State Street, Suite 380, Salt Lake City, UT 84111 (“**Trustee**”), for the use and benefit of MASSMUTUAL ASCEND LIFE INSURANCE COMPANY, an Ohio corporation, having an address in care of Barings, 300 S. Tryon Street, Suite 2500, Charlotte, North Carolina 28202, Attention: Structured Real Estate Investments Loan Servicing, Loan No. 23628, as beneficiary hereunder (“**Lender**”). To the extent applicable under Article 13 of the Loan Agreement, this Deed of Trust shall be for the benefit of “**Administrative Agent**”.

**GRANTING CLAUSES**

For good and valuable consideration and to secure the payment of an indebtedness in the principal sum of SIXTY MILLION FIVE HUNDRED TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$60,525,000.00) in lawful money of the United States, to be paid according to (i) that certain Loan Agreement of even date herewith between Borrower and Lender (as the same may hereafter be amended or modified, the “**Loan Agreement**”), and (ii) that certain Promissory Note of even date herewith from Borrower to Lender in said principal sum with an initial maturity date set forth on the coverage page hereto (as the same may be extended pursuant to the Loan Agreement, the “**Maturity Date**”), and any replacement(s) or substitution(s) of said Promissory Note held by Lender or by any successor or assignee of Lender (as the same may hereafter be amended, modified, split, consolidated or extended, the “**Note**”), which Loan Agreement and Note are hereby incorporated herein by this reference and made a part hereof, together with all other obligations and liabilities due or to become due by Borrower to Lender, all amounts, sums and expenses paid hereunder by or payable to Lender according to the terms hereof (including, without limitation, all Advances (as hereinafter defined) and interest thereon as provided herein and in the Loan Agreement), and all other covenants, obligations and liabilities of Borrower under the Note, the Loan Agreement, this Deed of Trust, the Assignment (as hereinafter defined) and any other instrument executed by Borrower evidencing, securing or delivered in connection with the loan evidenced by the Note (all of the foregoing instruments, as the same may be amended or modified from time to time, collectively, the “**Loan Documents**”), and together with all interest on said indebtedness, obligations, liabilities, amounts, sums, Advances and expenses (all of the foregoing, collectively, the “**Indebtedness**”), Borrower does by these presents WARRANT, GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER AND SET OVER unto Trustee, as trustee for the benefit of Lender, its successors in the trust created by this Deed of Trust, and to its and their respective assigns forever, in trust, with all POWERS OF SALE and RIGHTS OF ENTRY AND POSSESSION and all STATUTORY RIGHTS AND COVENANTS in the State (as hereinafter defined), the following property, together with all interest and estate which Borrower may hereafter acquire in the following property:

The parcel or parcels of land described in Exhibit A attached hereto and by this reference made a part hereof (the “**Land**”);

TOGETHER with the buildings, foundations, structures and improvements (including fixtures) now or hereafter located on or in the Land (collectively, the “**Improvements**”);

TOGETHER with all right, power, privilege, option, title and interest, if any, of Borrower in and to the streets and roads, opened or proposed, abutting the Land, all strips and gores within or adjoining the Land, the air space and right to use the air space above the Land, all rights of ingress and egress to and from the Land, all easements, rights of way, reversions, remainders, estates, rights, titles, interests, privileges, servitudes, tenements, hereditaments, and appurtenances now or hereafter affecting the Land or the Improvements, all royalties and rights and privileges appertaining to the use and enjoyment of the Land or the Improvements, including all air, lateral support, streets, alleys, passages, vaults, drainage, water, oil, gas and mineral rights, development rights, all leases and licenses and options to purchase or lease, and all other interests, estates or claims, in law or in equity, which Borrower now has or hereafter may acquire in or with respect to the Land or the Improvements (collectively, the “**Appurtenances**”);

The Land, the Improvements and the Appurtenances are hereinafter collectively referred to as the “**Premises**”;

TOGETHER with all equipment, fittings, furniture, furnishings, appliances, apparatus, and machinery in which Borrower now or hereafter has a possessory or title interest and now or hereafter installed in or located upon the Premises and all building materials, supplies and equipment now or hereafter delivered to the Premises and intended to be installed therein or located thereon; all fixtures, inventory, other goods and personal property of whatever kind and nature now contained on or in or hereafter placed on or in the Premises and used or to be used in connection with the letting or operation thereof, in which Borrower now has or hereafter may acquire a possessory or title interest and all renewals or replacements of any of the foregoing property or articles in substitution thereof, including chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, dry cleaning facilities, keys or other entry systems, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers, and other equipment used in the operation of the Premises (collectively, the “**Equipment**”);

TOGETHER with all right, power, privilege, option, title and interest of Borrower in and under all present or future accounts, deposit accounts, documents, instruments, chattel paper, and general intangibles (including “payment intangibles”), as the foregoing terms are defined in the Code (as hereinafter defined), all deposits, monies or escrows held by Lender or Lender’s agent or any accounts established pursuant hereto or pursuant to any other Loan Document, and all contract

rights, equipment leases, operating leases and licenses, Operating Agreements (as defined in the Loan Agreement), derivative investments, letters of credit, and rate cap agreements, including casualty insurance policies and liability insurance policies (irrespective of whether such policies are required to be obtained or maintained in force pursuant to the Loan Agreement or other Loan Documents), trade names, trademarks, servicemarks, logos, copyrights, goodwill, franchises, books, records, plans, specifications, permits, licenses, approvals, actions, claims under the Federal Bankruptcy Code (as hereinafter defined) and causes of action which now or hereafter relate to, are derived from or are used in connection with the Premises or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon (collectively, the “**Intangibles**”);

TOGETHER with all right, power, privilege, option, title and interest of Borrower in and under all existing and future leases, lettings, tenancies, occupancy agreements, licenses to occupy and other similar arrangements affecting the Premises or any part thereof now or hereafter entered into and all amendments, extensions, renewals and guaranties thereof, all security therefor, including letter of credit rights, guaranties and other supporting obligations, and all moneys payable thereunder, whether entered into before or after the filing by or against Borrower of any petition for relief under the Federal Bankruptcy Code (collectively, the “**Leases**”);

TOGETHER with all rents, income, accounts, receivables, issues, profits, security deposits, including the proceeds from letters of credit, guarantees and other supporting obligations, all other payments and profits from the Leases and the use and occupation of the Premises, including, if any, fixed and additional rents, cancellation payments, option payments, all revenues and credit card receipts collected from restaurants, bars, and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Premises, or personalty located thereon, or rendering of services by Borrower or any operator or manager of any commercial space located in the Premises or acquired from others including from the rental of any office space, retail space, commercial space, or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, telephone and television systems, the provision or sale of other goods and services, service charges, vending machine sales, and any other payments and benefits to which Borrower may now or hereafter be entitled from the Premises, the Equipment or the Intangibles or under or in connection with the Leases (collectively, the “**Property Income**”), including the immediate and continuing right to make claim for, receive, collect and receipt for Property Income, including the right to make claim in a proceeding under the Federal Bankruptcy Code and to apply the same to the payment of the Indebtedness, all whether before or after the filing by or against Borrower of any petition for relief under the Federal Bankruptcy Code; and

TOGETHER with all proceeds, judgments, claims, compensation, awards of damages and settlements pertaining to or resulting from or in lieu of any condemnation or taking of the Premises by eminent domain or any casualty loss or damage to any of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, and including also, the right to assert, prosecute and settle claims arising out of or pertaining to such condemnation or taking or such casualty loss under insurance policies constituting an Intangible and to apply for and receive payments of proceeds

under such insurance policies and in any condemnation or taking, the right to apply for and receive all refunds with respect to the payment of property taxes and assessments and all other proceeds from the conversion, voluntary or involuntary, of the Premises, the Equipment, the Intangibles, the Leases or the Property Income, or any part thereof, into cash or liquidated claims. Collectively, all of the foregoing, are herein referred to as the “**Proceeds**”.

The Equipment, the Intangibles, the Leases, the Property Income and the Proceeds are hereinafter collectively referred to as the “**Collateral**”. The Premises and the Collateral are hereinafter collectively referred to as the “**Mortgaged Property**”.

TO HAVE AND TO HOLD the Mortgaged Property, with all the privileges and appurtenances to the same belonging, and with the possession and right of possession thereof, unto Trustee, as trustee for the benefit of Lender as beneficiary, to its successors in the trust created by this Deed of Trust, and to its and their successors and assigns forever, in trust, upon the terms and conditions set forth herein.

All initially capitalized terms not defined in this Deed of Trust shall have the respective meanings ascribed to such terms in the Loan Agreement.

## ARTICLE I

### DEFINITION OF TERMS

As used in this Deed of Trust, the terms set forth below shall have the following meanings:

“**Advances**” has the meaning assigned in the Loan Agreement.

“**Appurtenances**” has the meaning assigned in the Granting Clauses.

“**Assignment**” means the Assignment of Leases and Rents from Borrower to Lender of even date herewith.

“**Borrower**” has the meaning assigned in the preamble of this Deed of Trust.

“**Code**” means the Uniform Commercial Code of the State, as the same may be amended from time to time or any successor statute thereto.

“**Collateral**” has the meaning assigned in the Granting Clauses.

“**Default Rate**” has the meaning assigned in the Loan Agreement.

“**Environmental Indemnification Agreement**” has the meaning assigned in the Loan Agreement.

“**Equipment**” has the meaning assigned in the Granting Clauses.

**“Event of Default”** means any one or more of the events described in Section 9.1 of the Loan Agreement.

**“Federal Bankruptcy Code”** means Title 11 of the United States Code, as the same may be amended from time to time or any successor statute thereto.

**“Impositions”** has the meaning assigned in the Loan Agreement.

**“Indebtedness”** has the meaning assigned in the Granting Clauses.

**“Intangibles”** has the meaning assigned in the Granting Clauses.

**“Land”** has the meaning assigned in the Granting Clauses.

**“Leases”** has the meaning assigned in the Granting Clauses.

**“Lender”** has the meaning assigned in the preamble of this Deed of Trust.

**“Loan”** means the loan made by Lender to Borrower evidenced by the Note and governed by the Loan Agreement.

**“Loan Agreement”** has the meaning assigned in the Granting Clauses.

**“Loan Documents”** has the meaning assigned in the Granting Clauses.

**“Maturity Date”** has the meaning assigned in the Granting Clauses.

**“Mortgaged Property”** has the meaning assigned in the Granting Clauses.

**“Note”** has the meaning assigned in the Granting Clauses.

**“PACE Loan”** has the meaning assigned in the Loan Agreement.

**“Permitted Encumbrances”** has the meaning assigned in the Loan Agreement.

**“Person”** has the meaning assigned in the Loan Agreement.

**“Premises”** has the meaning assigned in the Granting Clauses.

**“Proceeds”** has the meaning assigned in the Granting Clauses.

**“Property Income”** has the meaning assigned in the Granting Clauses.

**“State”** means the State or Commonwealth in which the Land is situated.

**“Trustee”** means the party or parties identified and defined as Trustee on the Cover Sheet and in the preamble of this Deed of Trust, and its or their respective successors in trust created by this Deed of Trust, and its or their respective successors and assigns.

“Upstream Owner” has the meaning assigned in the Loan Agreement.

## ARTICLE II

### COVENANTS, WARRANTIES AND REPRESENTATIONS OF BORROWER

Borrower covenants, warrants, represents and agrees as follows:

Section 2.01 Interest on Advances and Expenses. All Advances made and any reasonable expenses incurred at any time by Lender or Trustee pursuant to the provisions of this Deed of Trust or the other Loan Documents or under applicable law shall be secured by this Deed of Trust as part of the Indebtedness, with equal rank and priority. All such Advances and expenses shall bear interest at the Default Rate from the date that each such Advance or expense is made or incurred to the date of repayment and all such Advances and expenses with interest thereon shall be paid to Lender by Borrower upon demand therefor.

Section 2.02 Prohibition Against Conveyances, Encumbrances and Borrowing. Except as expressly permitted under Article 8 of the Loan Agreement, neither Borrower nor any Person shall convey, assign, sell, mortgage, encumber, pledge, hypothecate, grant a security interest in, grant options with respect to, or otherwise dispose of (directly or indirectly, voluntarily or involuntarily, by operation of law or otherwise, and whether or not for consideration or of record) all or any portion of any legal or beneficial interest in: (a) all or any portion of the Mortgaged Property including the Leases; or (b) all or any ownership interest in Borrower or in any Upstream Owner.

#### Section 2.03 Assignment of Leases and Property Income.

(a) Borrower hereby absolutely, presently, unconditionally and irrevocably assigns, transfers and sets over to Lender all of the right, title and interest of Borrower in and to the Leases and the Property Income. Borrower shall not otherwise assign, transfer or encumber in any manner the Leases or the Property Income or any portion thereof. Borrower shall have a license, revocable by Lender during the occurrence and continuance of and Event of Default, to collect and use the Property Income as the same becomes due and payable, but may not collect any Property Income more than thirty (30) days in advance of the date the same becomes due. The assignment in this Section 2.03 shall constitute an absolute, irrevocable and present assignment of the Leases and the Property Income, and not an additional assignment for security, and the existence or exercise of Borrower’s revocable license to collect Property Income shall not operate to subordinate this assignment to any subsequent assignment. Unless and until Lender has taken title to the Premises pursuant to foreclosure of this Deed of Trust or acceptance of a deed in lieu thereof, the exercise by Lender of any of its rights or remedies under this Section 2.03 shall not be deemed or construed to make Lender: (i) a mortgagee-in-possession; (ii) responsible for the payment of any taxes or assessments with respect to the Premises; (iii) liable to perform any obligation of the lessor under any Lease(s) or under applicable law; (iv) liable to any person for any dangerous or defective condition in the Premises or for any negligence in the management, upkeep, repair, or control of the Premises resulting in loss or injury or death to any Person; or (v) liable in any manner for the remediation of any environmental impairment.

(b) Borrower shall comply with the terms and conditions of Section 5.1 of the Loan Agreement with respect to Leases of all or any portion of the Mortgaged Property.

Section 2.04 Environmental Matters. Borrower shall comply with the terms and conditions of the Environmental Indemnification Agreement, expressly including the indemnification provisions contained therein. Lender is hereby notified of that certain Environmental Covenant made by Borrower and encumbering the Land, recorded in the Official Records of Salt Lake County, Utah on February 25, 2021 in Book 11125, Page 1264-1275.

Section 2.05 Condemnation Awards. Borrower hereby unconditionally assigns all awards and compensation for any condemnation or other taking of the Mortgaged Property or any portion thereof, or any purchase in lieu thereof, to Lender and authorizes Lender to collect and receive such awards and compensation and to give proper receipts and acquittances therefor, subject to the terms of the Loan Agreement.

Section 2.06 Insurance Proceeds. Subject to the terms of the Loan Agreement, Borrower hereby (a) unconditionally assigns to Lender all Proceeds of any insurance policies insuring against loss or damage to the Mortgaged Property, and (b) authorizes Lender to collect and receive such Proceeds and authorizes and directs the issuer of each of such insurance policies to make payment for all such losses directly to Lender, instead of to Borrower and Lender jointly.

### ARTICLE III

#### SECURITY AGREEMENT

Section 3.01 Warranties, Representations and Covenants of Borrower. Borrower covenants, warrants, represents and agrees with and to Lender as follows:

(a) This Deed of Trust constitutes a security agreement under the Code and serves as a fixture filing in accordance with the Code. This Deed of Trust creates, and Borrower hereby grants to Lender, a security interest in favor of Lender as secured party under the Code with respect to all of the Mortgaged Property which is covered by the Code. The mention of any portion of the Mortgaged Property in a financing statement filed in the records normally pertaining to personal property shall not derogate from or impair in any manner the intention of Borrower and Lender hereby declared that all items of the Collateral are part of the real property encumbered hereby to the fullest extent permitted by law, regardless of whether any such item is physically attached to the Improvements or whether serial numbers are used for the better identification of certain items. Specifically, the mention in any such financing statement of: (i) the rights in or to the Proceeds of any policy of insurance; (ii) any condemnation Proceeds; (iii) Borrower's interest in any Leases or Property Income; or (iv) any other item included in the Mortgaged Property, shall not be construed to alter, impair or impugn any rights of Lender as determined by this Deed of Trust or the priority of Lender's lien upon and security interest in the Mortgaged Property. Any such mention shall be for the protection of Lender in the event that notice of Lender's priority of interest as to any portion of the Mortgaged Property is required to be filed in accordance with the Code to be effective against or take priority over the interest of



any particular class of Persons, including the federal government or any subdivision or instrumentality thereof.

(b) Except for the Permitted Encumbrances and the security interest granted by this Deed of Trust, Borrower is and, as to portions of the Mortgaged Property to be acquired after the date hereof, will be the sole owner of the Mortgaged Property, free from any lien, security interest, encumbrance or adverse claim thereon of any kind whatsoever. Borrower shall notify Lender of, and shall defend the Mortgaged Property against, all claims and demands of all Persons at any time claiming the same or any interest therein.

(c) Except as expressly provided in the Loan Agreement and this Deed of Trust, Borrower shall not lease, sell, convey or in any manner transfer the Mortgaged Property without the prior consent of Lender.

(d) The Mortgaged Property is not and will not be used or bought for personal, family or household purposes.

(e) The Collateral shall be kept on the Land or in the Improvements, and Borrower shall not remove the Collateral from the Land or the Improvements without the prior consent of Lender, except such portions or items of the Collateral as are (i) consumed or worn out in ordinary usage, all of which shall be promptly replaced by Borrower with items of equal or greater value, or (ii) obsolete or no longer needed in the ordinary course of business of operating the Property and which shall not be replaced.

(f) Borrower shall provide Lender upon Lender's request from time to time, but in no event more than one (1) time per year unless an Event of Default has occurred and is continuing, with an inventory of the Collateral by serial number and account number, as appropriate.

(g) Borrower shall not change its place of formation or its entity name without providing Lender with at least thirty (30) days' prior written notice. In the event of any change in name, identity or structure of Borrower, Borrower shall notify Lender thereof and promptly after request shall execute, file and record such Code forms as are necessary to maintain the priority of Lender's lien upon and security interest in the Mortgaged Property, and shall pay all expenses and fees in connection with the filing and recording thereof. If Lender shall require the filing or recording of additional Code forms or continuation statements, Borrower shall, promptly after request, execute, file and record such Code forms or continuation statements as Lender shall deem necessary (subject to Lender's right to sign such statements on behalf of Borrower as provided in Section 3.01(h)), and shall pay all expenses and fees in connection with the filing and recording thereof. If Lender shall initially pay such expenses, Borrower shall promptly reimburse Lender for the expenses.

(h) Borrower hereby authorizes Lender to file with the appropriate public office, at Borrower's expense any financing statements, amendments or continuations thereof, identifying Borrower as debtor and Lender as secured party in connection with the Mortgaged Property. Any such financing statement or other document may describe the collateral covered thereby as "all assets" or "all personal property" (even if such description is broader than the

collateral granted in this Deed of Trust and other Loan Documents) or may describe such collateral more particularly. Borrower hereby expressly acknowledges that Lender intends to file an “all assets” financing statement and authorizes Lender to file such financing statement.

(i) Borrower represents that its exact legal name is as set forth on the Cover Sheet of this Deed of Trust.

(j) Borrower’s Federal Tax Identification Number is 85-1942064 and Borrower’s Organizational Number is 7615163.

(k) Borrower shall not file any termination statements concerning the Mortgaged Property without Lender’s prior consent unless the Indebtedness has been repaid and this Deed of Trust has been released.

(l) Where Collateral is in possession of a third party, Borrower will join with Lender in notifying the third party of Lender’s interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Lender.

(m) Borrower will cooperate with Lender in obtaining control with respect to Collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper.

Section 3.02 Financing Statements. A CARBON, PHOTOGRAPHIC OR OTHER REPRODUCTION OF THIS DEED OF TRUST OR ANY FINANCING STATEMENT RELATING TO THIS DEED OF TRUST SHALL BE SUFFICIENT AS A FINANCING STATEMENT.

Section 3.03 Addresses. The state of organization, organizational ID number and mailing address of Borrower and the address of Lender from which information concerning the security interest granted hereby may be obtained are set forth on the Cover Sheet and in the preamble of this Deed of Trust. Borrower maintains its sole place of business or its chief executive office at the address shown in said preamble, and Borrower shall within thirty (30) days notify Lender in writing of any change in said place of business or chief executive office.

Section 3.04 Fixture Filing. This Deed of Trust shall constitute a fixture filing under the Code as to any goods and other personal property included in the Mortgaged Property in which Borrower has granted to Lender a security interest as provided in this Article III which are or may become fixtures under applicable law. Borrower is the “debtor” and Lender is the “secured party” as such terms are defined in the Code. This fixture filing is to be recorded in the Official Records of Salt Lake County, Utah.

## ARTICLE IV

### DEFAULT AND REMEDIES

Section 4.01 Remedies. Upon the occurrence of any Event of Default, Lender may take such actions against Borrower and/or the Mortgaged Property or any portion thereof as it deems advisable to protect and enforce its rights against Borrower and in and to the Mortgaged

Property, without notice or demand except as set forth herein. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its sole discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents. Such actions may include the following:

(a) Lender may declare the entire principal balance under the Note then unpaid, together with all accrued and unpaid interest thereon, prepayment fees thereunder, and all other unpaid Indebtedness, to be immediately due and payable.

(b) Lender may enter into or upon the Mortgaged Property, personally or by its agents, nominees or attorneys, and may dispossess Borrower and its agents and servants therefrom, and thereupon Lender at its sole discretion may: (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every portion of the Mortgaged Property and conduct business thereon, in any case either in the name of Lender or in such other name as Lender shall deem best; (ii) complete any construction on the Mortgaged Property in such manner and form as Lender deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property; (iv) exercise all rights and powers of Borrower with respect to the Mortgaged Property, whether in the name of Borrower or otherwise, including the right to make, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Property Income; and (v) apply the receipts of Property Income to the payment of the Indebtedness (including any prepayment fee payable under the Loan Agreement) in such order as Lender shall determine in its sole discretion, after deducting therefrom all expenses (including reasonable out of pocket attorneys' fees, costs and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the Impositions, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Lender, its agents, nominees and attorneys.

(c) With or without entry, personally or by its agents, nominees or attorneys, Lender may require Trustee to sell all or any portion of the Mortgaged Property and all or any portion of Borrower's estate, right, title, interest, claim and demand therein and right of redemption thereof at one or more private or public sales in the manner and to the extent permitted by law, as an entirety or in parcels or portions, and Trustee shall have any statutory power of sale as may be provided by law in the State.

(d) Lender may institute proceedings for the complete foreclosure of this Deed of Trust, in which case the Mortgaged Property may be sold for cash or upon credit, as an entirety or in parcels or portions.

(e) Lender may institute, or require Trustee to institute, proceedings for the partial foreclosure of this Deed of Trust for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Deed of Trust for the balance of the Indebtedness not then due.

(f) Lender may institute, or require Trustee to institute, an action, suit or proceeding at law or in equity for the specific performance of any covenant, condition or agreement contained in the Note, this Deed of Trust or any other Loan Document, or in aid of the execution of any power granted hereunder or for the enforcement of any other appropriate legal or equitable remedy.

(g) Lender and Trustee shall have the rights and may take such actions as are set forth, described or referred to in Article VII of this Deed of Trust entitled "State Law Provisions" or as are permitted by the laws of the State.

(h) Lender may recover judgment on the Loan Agreement and the Note, either before, during or after any proceedings for the foreclosure or enforcement of this Deed of Trust.

(i) Lender may secure the appointment of a receiver, trustee, liquidator or similar official of the Mortgaged Property or any portion thereof, and Borrower hereby consents and agrees to such appointment, without notice to Borrower and without regard to the adequacy of the security for the Indebtedness and without regard to the solvency of Borrower or any other Person liable for the payment of the Indebtedness, and such receiver or other official shall have all rights and powers permitted by applicable law and such other rights and powers as the court making such appointment may confer, but the appointment of such receiver or other official shall not impair or in any manner prejudice the rights of Lender to receive the Property Income pursuant to this Deed of Trust or the Assignment.

(j) Lender may exercise any or all of the remedies available to a secured party under the Code.

(k) Lender may pursue, or require Trustee to institute, any other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents.

(l) Lender may, in its sole discretion, apply any funds then on deposit with Lender, including but not limited to such funds on deposit for the payment of Impositions, ground rent or insurance premiums, to the payment of such items or to the repayment of the Indebtedness.

(m) Lender in its sole discretion may surrender any insurance policies and collect the unearned premiums and apply such sums against the Indebtedness.

(n) To the extent permitted by law, exercise any power of sale in accordance with Utah Code Annotated 57-1-1 et seq. (as the same may be amended or replaced, or any applicable successor statute).

#### Section 4.02 General Provisions Regarding Remedies.

(a) Proceeds of Sale. The proceeds of any sale of the Mortgaged Property or any part thereof received by Lender shall be distributed and applied to the amounts set forth in Section 2.7 of the Loan Agreement in such order and priority as Lender deems appropriate in its sole discretion.

(b) Effect of Judgment. No recovery of any judgment by Lender or Trustee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Borrower shall affect in any manner or to any extent the lien of this Deed of Trust upon the Mortgaged Property or any portion thereof, or any rights, powers or remedies of Lender hereunder. Such lien, rights, powers and remedies of Lender and Trustee shall continue unimpaired as before.

(c) Continuing Power of Sale. The power of sale conferred upon Lender in this Deed of Trust shall not be exhausted by any one or more sales as to any portion of the Mortgaged Property remaining unsold, but shall continue unimpaired until all of the Mortgaged Property is sold or all of the Indebtedness is paid.

(d) Right to Purchase. At any sale of the Mortgaged Property or any portion thereof pursuant to the provisions of this Deed of Trust, Lender or Trustee shall have the right to purchase the Mortgaged Property being sold, and in such case shall have the right to credit against the amount of the bid made therefor (to the extent necessary) all or any portion of the Indebtedness then due.

(e) Right to Terminate Proceedings. Lender or Trustee may terminate or rescind any proceeding or other action brought in connection with its exercise of the remedies provided in Section 4.01 at any time before the conclusion thereof, as determined in Lender's sole discretion and without prejudice to Lender.

(f) No Waiver or Release. Lender may resort to, or require Trustee to resort to, any remedies and the security given by the Loan Documents, in whole or in part, and in such portions and in such order as determined in Lender's sole discretion. No such action shall in any way be considered a waiver of any rights, benefits or remedies evidenced or provided by the Loan Documents. The failure of Lender or Trustee to exercise any right, remedy or option provided in the Loan Documents shall not be deemed a waiver of such right, remedy or option or of any covenant or obligation secured by the Loan Documents. No acceptance by Lender or Trustee of any payment after the occurrence of an Event of Default and no payment by Lender or Trustee of any Advance or obligation for which Borrower is liable hereunder shall be deemed to waive or cure such Event of Default or Borrower's liability to pay such obligation. No sale of all or any portion of the Mortgaged Property, no forbearance on the part of Lender or Trustee, and no extension of time for the payment of the whole or any portion of the Indebtedness or any other indulgence given by Lender or Trustee to Borrower or any other Person, shall operate to release or in any manner affect Lender's or Trustee's interest in the Mortgaged Property or the liability of Borrower to pay the Indebtedness, except to the extent that such liability shall be reduced by proceeds of the sale of all or any portion of the Mortgaged Property received by Lender. No waiver by Lender or Trustee shall be effective unless it is in a writing executed by Lender and then only to the extent specifically stated therein.

(g) No Impairment; No Release. The interests and rights of Lender or Trustee under the Loan Documents shall not be impaired by any indulgence, including: (i) any renewal, extension or modification which Lender may grant with respect to any of the Indebtedness; (ii) any surrender, compromise, release, renewal, extension, exchange or substitution which Lender or Trustee may grant with respect to the Mortgaged Property or any portion thereof; or (iii) any

release or indulgence granted to any maker, endorser, guarantor or surety of any of the Indebtedness. If the Mortgaged Property is sold and Lender enters into any agreement with the then owner of the Mortgaged Property extending the time of payment of the Indebtedness, or otherwise modifying the terms hereof or of any other Loan Document, Borrower shall continue to be liable to pay the Indebtedness according to the tenor of any such agreement unless expressly released and discharged in writing by Lender.

(h) Waivers and Agreements Regarding Remedies. To the fullest extent that Borrower may legally do so, Borrower:

(i) agrees that Borrower will not at any time insist upon, plead, claim or take the benefit or advantage of any laws now or hereafter in force providing for any appraisal or appraisement, valuation, stay, extension or redemption, and waives and releases all rights of redemption, valuation, appraisal or appraisement, stay of execution, extension and notice of election to accelerate or declare due the whole of the Indebtedness;

(ii) waives all rights to a marshalling of the assets of Borrower, Borrower's partners, if any, and others with interests in Borrower, including the Mortgaged Property, or to a sale in inverse order of alienation in the event of foreclosure of the interests hereby created, and agrees not to assert any right under any laws pertaining to the marshalling of assets, the sale in inverse order of alienation, homestead exemption, the administration of estates of decedents, or any other matters whatsoever to defeat, reduce or affect the right of Lender under the Loan Documents to a sale of the Mortgaged Property for the collection of the Indebtedness without any prior or different resort for collection, or the right of Lender or Trustee to the payment of the Indebtedness out of the proceeds of sale of the Mortgaged Property in preference to every other claimant whatsoever;

(iii) waives any right to bring or utilize any defense, counterclaim or setoff, other than one in good faith, which denies the existence or sufficiency of the facts upon which the foreclosure action is grounded or which is based on Lender's or Trustee's wrongful actions. If any defense, counterclaim or setoff (other than one permitted by the preceding sentence) is raised by Borrower in such foreclosure action, such defense, counterclaim or setoff shall be dismissed. If such defense, counterclaim or setoff is based on a claim which could be tried in an action for money damages, the foregoing waiver shall not bar a separate action for such damage (unless such claim is required by law or applicable rules of procedure to be pleaded in or consolidated with the action initiated by Lender or Trustee), but such separate action shall not thereafter be consolidated with Lender's or Trustee's foreclosure action. The bringing of such separate action for money damages shall not be deemed to afford any grounds for staying any such foreclosure action;

(iv) waives and relinquishes any and all rights and remedies which Borrower may have or be able to assert by reason of the provisions of any laws pertaining to the rights and remedies of sureties;

(v) waives the defense of laches and any applicable statutes of limitation; and

(vi) waives any right to have any trial, action or proceeding tried by a jury.

(i) Lender's Discretion. Except as expressly set forth herein or in any other Loan Document to the contrary, Lender may exercise its rights, options and remedies and may make all decisions, judgments and determinations under this Deed of Trust and the other Loan Documents in its sole and absolute discretion.

(j) Recitals of Facts. In the event of a sale or other disposition of the Mortgaged Property pursuant to Section 4.01 and the execution of a deed or other conveyance pursuant thereto, the recitals therein of facts (such as default, the giving of notice of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, purchase, payment of purchase money and other facts affecting the regularity or validity of such sale or disposition) shall be conclusive proof of the truth of such facts. Any such deed or conveyance shall be conclusive against all Persons as to such facts recited therein.

(k) Lender's Right to Waive, Consent or Release. Lender may at any time, in writing: (i) waive compliance by Borrower with any covenant herein made by Borrower to the extent and in the manner specified in such writing; (ii) consent to Borrower's doing any act which Borrower is prohibited hereunder from doing, or consent to Borrower's failing to do any act which Borrower is required hereunder to do, to the extent and in the manner specified in such writing; or (iii) release, or require Trustee to release, any portion of the Mortgaged Property, or any interest therein, from this Deed of Trust and the lien of the other Loan Documents. No such act shall in any way impair the rights of Lender or Trustee hereunder except to the extent specified by Lender in such writing.

(l) Possession of the Mortgaged Property. Upon the occurrence of any Event of Default hereunder and demand by Lender at its option, Borrower shall immediately surrender or cause the surrender of possession of the Premises to Lender. If Borrower or any other occupant is permitted to remain in possession, such possession shall be as tenant of Lender and such occupant: (i) shall on demand pay to Lender monthly, in advance, reasonable use and occupancy charges for the space so occupied; and (ii) in default thereof, may be dispossessed by the usual summary proceedings. Upon the occurrence of any Event of Default and demand by Lender, Borrower shall assemble the Collateral and make it available at any place Lender may designate to allow Lender to take possession and/or dispose of the Collateral. The covenants herein contained may be enforced by a receiver of the Mortgaged Property or any portion thereof. Nothing in this Section 4.02(l) shall be deemed a waiver of the provisions of this Deed of Trust prohibiting the sale or other disposition of the Mortgaged Property without the prior consent of Lender.

(m) Limitations on Liability. Notwithstanding anything contained herein to the contrary, Borrower's liability hereunder is subject to the limitation on liability provisions of Article 11 of the Loan Agreement, which Article 11 is incorporated herein by reference, mutatis mutandis, as if such Article 11 was set forth in full herein.

(n) Subrogation. If all or any portion of the proceeds of the Note or any Advance shall be used directly or indirectly to pay off, discharge or satisfy, in whole or in part,

any prior lien or encumbrance upon the Mortgaged Property or any portion thereof, then Lender and Trustee shall be subrogated to, and shall have the benefit of the priority of, such other lien or encumbrance and any additional security held by the holder thereof.

## ARTICLE V

### MISCELLANEOUS

Section 5.01 Notices. All notices, consents, approvals and requests required or permitted hereunder or under any other Loan Document shall be given in writing and shall be effective for all purposes if delivered to the Persons and locations and in the manner set forth in Section 12.1 of the Loan Agreement.

Section 5.02 Binding Obligations; Joint and Several. The provisions and covenants of this Deed of Trust shall run with the land, shall be binding upon Borrower, its successors and assigns, and shall inure to the benefit of Lender and Trustee and their respective successors and assigns. If there is more than one Borrower, all their obligations and undertakings hereunder are and shall be joint and several.

Section 5.03 Captions. The captions of the sections and subsections of this Deed of Trust are for convenience only and are not intended to be a part of this Deed of Trust and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

Section 5.04 Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 5.05 Amendments; Consents. This Deed of Trust cannot be altered, amended, modified or discharged orally and no executory agreement shall be effective to modify or discharge it in whole or in part, unless in writing and signed by the party against which enforcement is sought. No consent or approval required hereunder or under any other Loan Document shall be binding unless in writing and signed by the party sought to be bound.

Section 5.06 Other Loan Documents and Exhibits. All of the agreements, conditions, covenants, provisions and stipulations contained in the Loan Agreement, the Note and the other Loan Documents, and each of them, which are to be kept and performed by Borrower are hereby made a part of this Deed of Trust to the same extent and with the same force and effect as if they were fully set forth in this Deed of Trust, and Borrower shall keep and perform the same, or cause them to be kept and performed, strictly in accordance with their respective terms. The Cover Sheet and each exhibit, schedule and rider attached to this Deed of Trust are integral parts of this Deed of Trust and are incorporated herein by this reference. In the event of any conflict between the provisions of any such exhibit, schedule or rider and the remainder of this Deed of Trust, the provisions of such exhibit, schedule or rider shall prevail.



Section 5.07 Legal Construction.

(a) In all respects, including, without limitation, matters of construction and performance of this Deed of Trust and the obligations arising hereunder, this Deed of Trust shall be governed by, and construed in accordance with, the laws of the State in which the Premises are located applicable to contracts and obligations made and performed in such State and any applicable laws of the United States of America. Interpretation and construction of this Deed of Trust shall be according to the contents hereof and without presumption or standard of construction in favor of or against Borrower or Lender.

(b) All terms contained herein shall be construed, whenever the context of this Deed of Trust so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

(c) The terms "include" and "including" as used in this Deed of Trust shall be construed as if followed by the phrase "without limitation". The words "hereof," "herein" and "hereunder" and words of similar import when used in this Deed of Trust shall refer to this Deed of Trust as a whole and not to any particular provision of this Deed of Trust, and Article, Section and Exhibit references contained in this Deed of Trust are references to Articles, Sections and Exhibits in or to this Deed of Trust unless otherwise specified.

(d) Any provision of this Deed of Trust or in the other Loan Documents permitting the recovery of "attorneys' fees", "attorneys' fees and expenses", "attorneys' fees and costs" or "attorneys' fees (excluding fees of Lender's in-house counsel, if any), costs and expenses" or any similar term shall be deemed: (i) to include such attorneys' fees, costs and expenses; (ii) to include such fees, costs and expenses incurred in all probate, appellate and bankruptcy proceedings, as well as any post-judgment proceedings to collect or enforce any judgment or order relating to the Indebtedness or any of the Loan Documents; and (iii) shall be deemed to be separate and several, and shall survive merger into judgment.

Section 5.08 Merger. So long as any Indebtedness shall remain unpaid, fee title to and any other estate in the Mortgaged Property shall not merge, but shall be kept separate and distinct, notwithstanding the union of such estates in any Person.

Section 5.09 Time of the Essence. Time shall be of the essence in the performance of all obligations of Borrower under this Deed of Trust.

Section 5.10 Repayment and Release. If all of the Indebtedness is paid in full in accordance with the Loan Agreement, the Note, this Deed of Trust and the other Loan Documents and all of the covenants, warranties, conditions, undertakings and agreements made in the Loan Agreement, the Note, this Deed of Trust and the other Loan Documents are fully kept and performed, then in that event only all rights of Lender under this Deed of Trust and the other Loan Documents shall terminate and the Mortgaged Property shall become wholly clear of the liens, grants, security interests, conveyances and assignments evidenced hereby and thereby, and Lender shall release or cause to be released such liens, grants, assignments, conveyances and security interests in due form at Borrower's cost (to the extent permitted by the law of the State), and this Deed of Trust shall be void; provided, however, that no provision of this Deed of Trust

or any other Loan Document which, by its own terms, is intended to survive such payment, performance, and release (nor the rights of Lender or Trustee under any such provision) shall be affected in any manner thereby and such provision shall, in fact, survive thereafter in accordance with the terms of such Loan Documents. Recitals of any matters or facts in any release instrument executed by Lender or Trustee under this Section 5.10 shall be conclusive proof of the truthfulness thereof. To the extent permitted by law, such an instrument may describe the grantee or releasee as "the person or persons legally entitled thereto" and Lender and Trustee shall not have any duty to determine the rights of persons claiming to be rightful grantees or releasees of any of the Mortgaged Property. When this Deed of Trust has been fully released or discharged by Lender and/or Trustee, the release or discharge hereof shall operate as a release and discharge of the Assignment and as a reassignment of all future Leases and Property Income with respect to the Mortgaged Property to the person or persons legally entitled thereto, unless such release expressly provides to the contrary.

Section 5.11 Intentionally Omitted.

Section 5.12 Conflict. Notwithstanding anything to the contrary herein, this Deed of Trust shall be subject to the terms and conditions of the Loan Agreement and in the event of any conflict between the terms and conditions of this Deed of Trust and the terms and conditions of the Loan Agreement, the terms and conditions of the Loan Agreement shall prevail.

## ARTICLE VI

### TRUSTEE

Section 6.01 Certain Actions of Trustee. Upon the written request of Lender, Trustee may at any time: (a) reconvey all or any portion of the Mortgaged Property; (b) consent to the making of any map or plat thereof; (c) join in granting any easement thereon or in creating any covenants or conditions restricting the use or occupancy thereof; or (d) join in any extension agreement or in any agreement subordinating the lien or charge hereof. Any such action may be taken by Trustee without notice, and shall not affect the personal liability of any person for the payment of the Indebtedness or the lien of this Deed of Trust upon the Mortgaged Property for the full amount of the Indebtedness.

Section 6.02 Reconveyances. Upon the written request of Lender stating that all sums secured hereby have been paid, and upon payment of its fees, Trustee shall reconvey without warranty the Mortgaged Property then held by Trustee hereunder.

Section 6.03 Trustee's Covenants and Compensation. Trustee, by its acceptance hereof, covenants faithfully to perform and fulfill the trust herein created, being liable, however, only for negligence or willful misconduct. Trustee hereby waives any statutory fee and shall be entitled to, and hereby agrees to accept, reasonable compensation in lieu thereof for all services rendered and expenses incurred in the administration or execution of the trust hereby created. Borrower hereby agrees to pay such compensation subject to any applicable legal limitations. In no event shall Borrower be required to pay to Trustee any fees or compensation prohibited by Utah Code Annotated § 57-1-21.5.

Section 6.04 Substitution of Trustee. Lender at any time in its sole discretion may select and appoint a successor or substitute Trustee hereunder by instrument in writing in any manner now or hereafter provided by law in accordance with Utah Code Annotated Section 57-1-22. Such writing, upon recordation in the county where the Land is located, shall be conclusive proof of proper substitution of such successor or substitute Trustee which shall thereupon and without conveyance from the predecessor Trustee succeed to all its title, estate rights, powers and duties.

Section 6.05 Resignation of Trustee. Trustee may resign at any time upon giving at least thirty (30) days' prior written notice to Borrower and Lender.

Section 6.06 Ratification of Acts of Trustee. Borrower hereby ratifies and confirms any and all acts which Trustee named herein or its successors or assigns in this trust shall do lawfully by virtue hereof.

## ARTICLE VII

### STATE LAW PROVISIONS

Section 7.01 State-Specific Provisions. The following state-specific terms and conditions shall control over any inconsistent provisions of this Deed of Trust:

(a) Assignment of Rents. Article II hereof is subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, Section 57-26-101 et seq. (the "Act"), and in the event of any conflict or inconsistency between the provisions of Article 2 and the provisions of the Act, the provisions of the Act shall control and Lender shall have all rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.

(b) Intentionally Omitted.

(c) Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Article 9a of the Code, Lender, upon an Event of Default, may proceed under the Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security as permitted by Utah Code Annotated § 70A-9a-601 or other applicable law, and further may sell any shares of corporate stock evidencing water rights in accordance with Utah Code Annotated § 57-1-30 or other applicable law.

(d) Notice. Lender hereby requests, pursuant to Utah Code Annotated § 57-1-26(3), a copy of any notice of default and that any notice of sale under any deed of trust or mortgage affecting the Mortgaged Property be mailed to it at the address set forth in preamble hereto.

(e) Amendments to Utah Code Annotated. In the event of any amendment to the provisions of Utah Code Annotated Title 57 or other provisions of Utah Code Annotated

referenced in this Deed of Trust, this Deed of Trust shall be deemed amended to be consistent with such amendments.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, this Deed of Trust has been duly executed and delivered as of the day and year first above written.

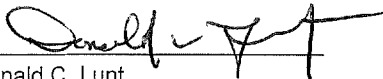
BORROWER:

EAST VILLAGE 3 LLC,  
a Delaware limited liability company

By: HPUTA East Village 3 LLC,  
a Utah limited liability company,  
its Operating Member

By: East Village Apartment Investments 3 LLC,  
a Utah limited liability company,  
its Manager

By: HP East Village 3 LLC,  
a Utah limited liability company,  
its Manager

By:   
Name: Ronald C. Lunt  
Title: Managing Member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Illinois )  
COUNTY OF DuPage ) ss:

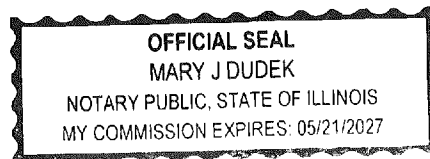
On March 19, 2024, before me, Mary J. Dudek,  
Notary Public, personally appeared Ronald C. Lunt,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Mary J. Dudek

[Seal]



[Notary Page to Deed of Trust, Assignment of Leases, Security Agreement and Fixture Filing]

106343\17251263

## **EXHIBIT A**

### **DESCRIPTION OF LAND**

Real property in the City of Sandy, County of Salt Lake, State of Utah, described as follows:

#### **PARCEL 1:**

A PORTION OF LOT 2A AS SHOWN ON THE PLAT OF SANDY EAST VILLAGE LOT 2 AMENDED AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE ON OCTOBER 19, 2016 AS ENTRY NO. 12392591 IN BOOK 2016P OF PLATS AT PAGE 271 OF OFFICIAL RECORDS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF AFOREMENTIONED LOT 2A, SAID POINT BEING ALSO ON THE EASTERLY RIGHT-OF-WAY OF CREEK RUN WAY AS SHOWN ON DRY CREEK RIDGE SUBDIVISION RECORDED SEPTEMBER 27, 2013 AS ENTRY NO. 11732792 IN BOOK 2013P OF PLATS AT PAGE 194 IN SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT BEING ALSO SOUTH 00°08'34" EAST 1570.96 FEET, ALONG THE MONUMENT LINE BETWEEN THE MONUMENTS LOCATED AT 9800 SOUTH STATE STREET AND 10200 SOUTH STATE STREET, AND EAST 1019.35 FEET FROM THE CENTERLINE MONUMENT AT 9800 SOUTH AND STATE STREET, SAID STREET MONUMENT BEING NORTH 89°40'00" EAST, 92.57 FEET (PER ARP) FROM THE WEST QUARTER CORNER OF SAID SECTION 7, AND RUNNING THENCE, ALONG SAID EASTERLY RIGHT-OF-WAY OF CREEK RUN WAY, NORTHWESTERLY 17.46 FEET ALONG THE ARC OF A 233.00 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 04°17'39" AND A CHORD BEARING AND DISTANCE OF NORTH 02°52'22" WEST, 17.46 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT-OF-WAY AND THE SOUTHERLY RIGHT-OF-WAY OF MIDVILLAGE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES: (1) NORTHEASTERLY 173.27 FEET ALONG THE ARC OF A 228.80 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 43°23'22" AND A CHORD BEARING AND DISTANCE OF NORTH 57°20'16" EAST, 169.16 FEET, (2) NORTH 35°37'44" EAST, 606.65 FEET, (3) EASTERLY 24.78 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 94°39'53" AND A CHORD BEARING A DISTANCE OF NORTH 82°57'41" EAST, 22.05 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BEETDIGGER BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: (1) SOUTHEASTERLY 199.76 FEET ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 39°03'48" AND A CHORD BEARING AND DISTANCE OF SOUTH 30°10'28" EAST, 195.92 FEET, (2) SOUTH 10°38'34" EAST, 82.89 FEET, (3) SOUTHEASTERLY 108.41 FEET ALONG THE ARC OF A 309.50 FOOT RADIUS CURVE TO THE RIGHT, WITH A CENTRAL ANGLE OF 20°04'09" AND A CHORD BEARING AND DISTANCE OF SOUTH

00°36'29" EAST, 107.86 FEET, (4) SOUTHEASTERLY 20.39 FEET ALONG THE ARC OF A 389.50 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 02°59'57" AND A CHORD BEARING AND DISTANCE OF SOUTH 07°55'37" WEST, 20.39 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY SOUTH 89°40'21" WEST, 231.35 FEET; THENCE SOUTH 35°37'44" WEST, 56.75 FEET; THENCE SOUTH 00°20'26" EAST, 306.39 FEET; THENCE NORTH 89°40'51" EAST, 262.00 FEET; THENCE NORTH 00°19'52" WEST, 110.35 FEET; THENCE NORTH 89°40'09" EAST, 52.93 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY OF BEETDIGGER BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: SOUTHEASTERLY 13.14 FEET ALONG THE ARC OF A 389.50 FOOT RADIUS CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 01°55'59" AND A CHORD BEARING AND DISTANCE OF SOUTH 31°32'25" EAST, 13.14 FEET; (2) SOUTH 32°30'25" EAST, 60.63 FEET, (3) SOUTHEASTERLY 93.70 FEET ALONG THE ARC OF A NON-TANGENT 332.33 FOOT RADIUS CURVE TO THE RIGHT, WITH A RADIAL BEARING OF SOUTH 58°05'27" WEST, A CENTRAL ANGLE OF 16°09'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 23°49'54" EAST, 93.39 FEET, (4) ALONG A NON-TANGENT LINE SOUTH 15°45'15" EAST, 96.05 FEET TO THE NORTHERLY BOUNDARY OF SAID DRY CREEK RIDGE SUBDIVISION; THENCE ALONG SAID NORTHERLY BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) SOUTH 89°51'38" WEST, 632.06 FEET, (2) NORTH 00°08'22" WEST, 258.18 FEET, (3) SOUTH 89°51'38" WEST, 151.22 FEET TO SAID EASTERLY RIGHT-OF-WAY OF CREEK RUN WAY AND THE POINT OF BEGINNING.

#### BASIS OF BEARINGS:

THE BASIS OF BEARING USED FOR THIS LEGAL DESCRIPTION IS THE BEARING BETWEEN THE MONUMENTS LOCATED AT 9800 SOUTH STATE STREET AND 10200 SOUTH STATE STREET. THE BEARING IS TAKEN AS SOUTH 00°08'34" EAST PER SALT LAKE COUNTY ARP.

#### PARCEL 2:

A PORTION OF LOT 2A AS SHOWN ON THE PLAT OF SANDY EAST VILLAGE LOT 2 AMENDED AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE ON OCTOBER 19, 2016 AS ENTRY NO. 12392591 IN BOOK 2016P OF PLATS AT PAGE 271 OF OFFICIAL RECORDS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 00°08'34" EAST, 1392.76 FEET, ALONG THE MONUMENT LINE BETWEEN THE MONUMENTS LOCATED AT 9800 SOUTH STATE STREET AND 10200 SOUTH STATE STREET, AND EAST 1384.33 FEET FROM THE MONUMENT LOCATED AT 9800 SOUTH AND STATE STREET, SAID STREET MONUMENT BEING NORTH 89°40'00" EAST, 92.57 FEET (PER ARP) FROM THE WEST QUARTER CORNER OF SAID SECTION 7; THENCE NORTH 35°37'44" EAST, 56.75 FEET; THENCE NORTH 89°40'21" EAST, 231.35 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF BEETDIGGER BOULEVARD; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY FROM A TANGENT WHICH BEARS SOUTH 06°25'38" WEST ALONG



A CURVE TO THE LEFT WITH A RADIUS OF 389.50 FEET, A CENTRAL ANGLE OF 37°00'04" AND AN ARC LENGTH OF 251.54 FEET; THENCE LEAVING SAID WESTERLY RIGHT-OF-WAY SOUTH 89°40'09" WEST, 52.93 FEET; THENCE SOUTH 00°19'52" EAST, 110.35 FEET; THENCE SOUTH 89°40'51" WEST, 262.00 FEET; THENCE NORTH 00°20'26" WEST, 306.39 FEET TO THE POINT OF BEGINNING.

**BASIS OF BEARINGS:**

THE BASIS OF BEARING USED FOR THIS LEGAL DESCRIPTION IS THE BEARING BETWEEN THE MONUMENTS LOCATED AT 9800 SOUTH STATE STREET AND 10200 SOUTH STATE STREET. THE BEARING IS TAKEN AS SOUTH 00°08'34" EAST PER SALT LAKE COUNTY ARP.

**PARCEL 3:**

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND REGRESS OF VEHICLES APPURTENANT TO PARCEL 1 AS SET FORTH AND CREATED IN THAT CERTAIN FIRE LANE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT RECORDED DECEMBER 19, 2022 AS ENTRY NO. 14054198 IN BOOK 11391 AT PAGE 7164 OF OFFICIAL RECORDS.