

After recording, return to:

Stoel Rives, LLP
600 University Street, Suite 3600
Seattle, Washington 98101-4109
Attn: Virginia M. Pedreira

Loan Nos. 10516140 and 10516140A

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45-541-0001

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**CONSENT TO TRANSFER, LOAN ASSUMPTION AND MODIFICATION AGREEMENT
(Utah County, Utah)**

This Consent to Transfer, Loan Assumption and Modification Agreement (this “Agreement”), is entered into as of the 7 day of August, 2024 (the “Assumption Closing Date”), by and among LEGACY AT OREM, LLC, a Utah limited liability company (the “Original Borrower”); KEVIN S. GARN, an individual, and JOHN R. THACKERAY, an individual (collectively, the “Original Carveout Obligors”); CANYON VIEW CROSSING NR, LLC, a Utah limited liability company (the “Assuming Borrower”); JAMES BLAIR JENKINS, an individual, SHANE R. PEERY, an individual, ANDREW YOUNG, an individual, SPENCER H. HESS, an individual, THOMAS HENRIOD, an individual, PAUL ERICKSON, an individual, and RED ARCHES INVESTMENTS, LLC, a Utah limited liability company (collectively, the “Assuming Carveout Obligors”); and TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, a New York corporation (together with its successors and assigns, the “Lender”). Capitalized terms shall have the meaning set forth in the Deed of Trust (as defined below in the Recitals), unless defined otherwise in this Agreement.

RECITALS

- A. On July 14, 2016 (the “Original Closing Date”), the Lender made a loan to the Original Borrower in the original principal amount of Twenty Million Two Hundred Thousand Dollars (\$20,200,000) (“Loan 10516140”) which is evidenced by that certain Secured Promissory Note dated as of the Original Closing Date, executed by the Original Borrower and payable to the order of the Lender, in the original principal amount of Twenty Million Two Hundred Thousand Dollars (\$20,200,000) (together with any extensions, renewals, amendments or modifications, the “10516140 Note”).
- B. On or about June 29, 2022 (the “Additional Funding Closing Date”), the Lender made an additional loan to the Original Borrower in the original principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000) (“Loan 10516140A”) which is evidenced by that certain Secured Promissory Note dated as of the Additional Funding Closing Date, executed by the Original Borrower and payable to the order of the Lender, in the original principal amount of Four Million One Hundred Thousand Dollars (\$4,100,000) (together with any extensions, renewals, amendments or modifications, the “10516140A Note”). Loan 10516140 and Loan 10516140A together are referred to herein as the “Loans.” The 10516140 Note and the 10516140A Note together are referred to herein as the “Notes.”

C. The Notes are secured or evidenced, *inter alia*, by the following:

- (i) a Deed of Trust, Security Agreement and Fixture Filing from Original Borrower as trustor for the benefit of Lender dated as of the Original Closing Date and recorded in the Official Records of Utah County, Utah (the “Official Records”) as Document No. 64573:2016, as amended by that certain Modification of Deed of Trust, Security Agreement and Fixture Filing and Absolute Assignment of Leases and Rents and Other Loan Documents by and between Original Borrower and the Lender dated as of the Additional Funding Closing Date and recorded in the Official Records as Document No. 75360:2022 (the “Modification Agreement”) (as further amended by this Agreement, collectively, the “Deed of Trust”), and encumbering, *inter alia*, certain real property located in City of Orem, County of Utah, State of Utah, as more particularly described on Exhibit A attached hereto and by this reference incorporated herein (the “Real Property”);
- (ii) an Absolute Assignment of Leases and Rents made by the Original Borrower in favor of the Lender dated as of the Original Closing Date and recorded in Official Records as Document No. 64574:2016, as amended by the Modification Agreement (as further amended by this Agreement, collectively, the “Absolute Assignment of Leases and Rents”);
- (iii) a Carveout Guarantee and Indemnity Agreement made by the Original Carveout Obligors in favor of the Lender dated as of the Original Closing Date, as amended by that certain First Amendment to Carveout Guarantee and Indemnity Agreement dated as of the Additional Funding Closing Date (as further amended by this Agreement, the “Original Carveout Guarantee and Indemnity”);
- (iv) an Environmental Indemnity Agreement made by the Original Borrower and the Original Carveout Obligors in favor of the Lender dated as of the Original Closing Date, as amended by that certain First Amendment to Environmental Indemnity Agreement dated as of the Additional Funding Closing Date (as further amended by this Agreement, the “Original Environmental Indemnity”);
- (v) a UCC-1 Financing Statement naming the Original Borrower as debtor and the Lender as secured party filed on the Original Closing Date, with the Utah Department of Commerce as Filing Number 496548201653 (the “Original Financing Statement”);
- (vi) an Assignment and Subordination of Management Agreement made by the Original Borrower and Western Workhorse Management, LLC, a Utah limited liability company d/b/a NXT Property Management (the “Original Manager”) in favor of Lender dated as of the Additional Funding Closing Date (the “Original Assignment of Management Agreement”); and
- (vii) such other documents evidencing or delivered in connection with the Loans, as the Loans have been or may be amended or modified from time to time.

The Notes, Deed of Trust, and Absolute Assignment of Leases and Rents are collectively referred to herein as the “Assumed Loan Documents”; and the Original Carveout Guarantee and Indemnity and Original Environmental Indemnity are collectively referred to herein as the “Original Guarantee Documents”.

D. The Original Borrower entered into that certain Purchase and Sale Agreement dated as of May 24, 2024 to sell the Property to Northrock Companies, LLC, a Utah limited liability company, as

assigned to the Assuming Borrower pursuant to that certain Assignment and Assumption of Purchase and Sale Agreement (Canyon View Crossing) dated as of August 7, 2024 (as the same may be further amended or modified from time to time, collectively, the “Purchase Agreement”).

- E. The Purchase Agreement provides that the Original Borrower will sell, and the Assuming Borrower will purchase, the Original Borrower’s interest in the Property, subject to the Indebtedness, liabilities and the obligations set forth in the Assumed Loan Documents and further subject to the terms and conditions set forth in this Agreement.
- F. Pursuant to Subsection 14.1 of the Deed of Trust, the Original Borrower has requested, *inter alia*, Lender’s consent to:
 - (i) The Original Borrower’s sale of its interest in the Property to the Assuming Borrower (the “Acquisition”);
 - (ii) The Assuming Borrower’s assumption of the Indebtedness and any and all liabilities and obligations (a) of the Original Borrower under the Assumed Loan Documents existing, arising or accruing from and after the Assumption Closing Date; and (b) described in the New Environmental Indemnity Agreement (as defined below) (collectively, the “Assuming Borrower’s Assumption”);
 - (iii) The Assuming Carveout Obligors’ assumption of any and all liabilities and obligations (a) described in the New Environmental Indemnity Agreement (as defined below); and (b) described in the New Carveout Guarantee (as defined below) (collectively, the “Assuming Carveout Obligors’ Assumption”; together with the Assuming Borrower’s Assumption, the “Assumption”);
 - (iv) The partial release of the Original Borrower and the Original Carveout Obligors’ respective liabilities and obligations under the Assumed Loan Documents and the Original Guarantee Documents except for their respective liabilities and obligations that existed, accrued or arose prior to the Assumption Closing Date (collectively, the “Partial Release”); and
 - (v) Certain modifications of the Assumed Loan Documents in connection with the foregoing (collectively, the “Loan Modifications”).

- G. The Lender has agreed to consent to the Acquisition, Assumption, Partial Release and Loan Modifications (collectively, the “Approved Transactions”) upon the terms and provisions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as of the Assumption Closing Date to incorporate the Recitals herein and, further, to the terms and provisions below:

1. **Confirmation of the Loan.** All of the Assumed Loan Documents and the Original Guarantee Documents are hereby confirmed by the Original Borrower and the Original Carveout Obligors, respectively, to the Lender, the Assuming Borrower and the Assuming Carveout Obligors as being in full force and effect. The Original Borrower and the Original Carveout Obligors each hereby acknowledge that there are no defenses, offsets or counterclaims to any of their obligations and that the Lender has performed all of its obligations to and including the Assumption Closing Date.

2. **Lender's Consent.** Subject to the satisfaction of all of the terms and conditions contained in this Agreement, the Lender hereby consents to the Approved Transactions.

3. **Lender's Confirmation.** Lender hereby confirms that (a) it has no current, actual knowledge of any existing payment defaults under the Note; and (b) it has followed its standard internal procedure for determining if any known nonmonetary default exists and no such default was identified thereby; *provided, however,* no default or remedy shall be deemed waived by reason of either of these statements.

4. **Assumption of Assumed Loan Documents.** The Assuming Borrower hereby assumes and agrees to pay and perform all of the Original Borrower's obligations (including, without limitation, payment of the Indebtedness) evidenced by the Assumed Loan Documents and this Agreement as and when due as if the Assuming Borrower were the original party thereto. The Assuming Borrower hereby joins in all assignments, indemnities, grants and conveyances of real and personal property, and grants of security interests as set forth in each and all of the Assumed Loan Documents.

5. **Assumption of Original Environmental Indemnity.** The Assuming Borrower and each Assuming Carveout Obligor hereby assume all of the liabilities and obligations as described in the Original Environmental Indemnity in accordance with the terms and conditions thereof. Such assumption includes, without limitation, any and all claims and demands asserted by the Lender from and after the Assumption Closing Date that relate to any environmental condition of the Property that existed, accrued or arose on or prior to the Assumption Closing Date. To further evidence the Assuming Borrower's and the Assuming Carveout Obligors' obligations, the Assuming Borrower and the Assuming Carveout Obligors shall execute and deliver to Lender a new Environmental Indemnity Agreement dated as of the Assumption Closing Date (the "New Environmental Indemnity Agreement").

6. **Assumption of Original Carveout Guarantee Agreement and Indemnity.** Each Assuming Carveout Obligor hereby assumes all of the liabilities and obligations as described in the Original Carveout Guarantee and Indemnity in accordance with the terms and conditions thereof. Such assumption includes, without limitation, any and all claims and demands asserted by the Lender from and after the Assumption Closing Date that relate to any of the Carveout Obligations that existed, accrued or arose on or prior to the Assumption Closing Date. To further evidence the Assuming Carveout Obligors' obligations, the Assuming Carveout Obligors shall execute and deliver to Lender a new Carveout Guarantee and Indemnity Agreement dated as of the Assumption Closing Date (the "New Carveout Guarantee").

7. **Partial Release of Original Borrower and the Original Carveout Obligors.** Except for liabilities and obligations under the Assumed Loan Documents and the Original Guarantee Documents that existed, accrued or arose prior to the Assumption Closing Date, the Original Borrower and the Original Carveout Obligors are hereby released from any further liability and obligations under the Assumed Loan Documents and the Original Guarantee Documents existing, arising or accruing from and after the Assumption Closing Date. The Original Borrower and the Original Carveout Obligors hereby acknowledge and affirm their continuing personal liability under the Assumed Loan Documents and Original Guarantee Documents for all liabilities and obligations that existed, accrued or arose prior to the Assumption Closing Date, all of which shall survive the consummation of the Approved Transactions, including the recording of this Agreement.

8. **Release of Lender.** As part of the consideration for this Agreement, the Original Borrower, the Original Carveout Obligors, the Assuming Borrower and the Assuming Carveout Obligors each hereby acknowledge and agree that they have no claims against the Lender in connection with the Loans or the Approved Transactions and hereby release the Lender from, and covenant not to bring any

suit against the Lender for, any such claim on any facts existing on or prior to the Assumption Closing Date. Said releasing parties acknowledge that this release extends to known and unknown claims.

9. **Modifications to Absolute Assignment of Leases and Rents.** Effective as of the Assumption Closing Date, the Absolute Assignment of Leases and Rents is hereby amended and modified as follows:

- (a) *Introductory Paragraph:*
 - (i) The mailing address for the Borrower is hereby revised in the introductory paragraph of the Absolute Assignment of Leases and Rents as follows: "11820 S State Street, Suite 310, Draper, Utah 84020, Attn: Andrew Young."
 - (ii) The address for the Lender listed in the introductory paragraph is hereby deleted and replaced with the following: "c/o AEGON USA Realty Advisors, LLC, Mortgage Loan Department – 3B-CR, 6300 C Street, Cedar Rapids, Iowa 52499."
- (b) "Borrower" shall mean Canyon View Crossing NR, LLC, a Utah limited liability company."
- (c) *Notice Address:* Section 18 of the Absolute Assignment of Leases and Rents is hereby deleted in its entirety and replaced with the following:

"18. NOTICE

In order for any demand, consent, approval or other communication to be effective under the terms of this Assignment, "Notice" must be provided under the terms of this Section. All Notices must be in writing. Notices may be (a) delivered by hand, (b) transmitted as a pdf attachment by email (with a duplicate copy sent by first class mail, postage prepaid), (c) sent by certified or registered mail, postage prepaid, return receipt requested, or (d) sent by reputable overnight courier service, delivery charges prepaid. Notices shall be addressed as set forth below:

If to the Lender:

Transamerica Financial Life Insurance Company
c/o AEGON USA Realty Advisors, LLC
6300 C Street SW
Cedar Rapids, Iowa 52499
Attn: Mortgage Loan Department – 3B-CR
Reference: Loan Nos. 10516140 and 10516140A
Email: leasing@aegonam.com

If to the Borrower:

Canyon View Crossing NR, LLC
11820 S State Street, Suite 310
Draper, Utah 84020
Attn: Andrew Young
Email: ayoung@northrockco.com

Notices delivered by hand or by overnight courier shall be deemed given when actually received or when refused by their intended recipient. Notices sent by email will be deemed delivered when a read receipt has been received (provided receipt

has been verified by telephone confirmation or one of the other permitted means of giving Notices under this Section). Mailed Notices shall be deemed given on the date of the first attempted delivery (whether or not actually received). Either the Lender or the Borrower may change its address for Notice by giving Notice of such change to the other party.”

10. **Modifications to the 10516140 Note.** Effective as of the Assumption Closing Date, the 10516140 Note is hereby amended and modified as follows:

- (a) The mailing address for the Borrower listed in the introductory paragraph of the 10516140 Note is hereby deleted and replaced with the following: “11820 S State Street, Suite 310, Draper, Utah 84020, Attn: Andrew Young.”
- (b) The address for the Lender listed in the introductory paragraph of the 10516140 Note is hereby deleted and replaced with the following: “c/o AEGON USA Realty Advisors, LLC, 6300 C Street, Cedar Rapids, Iowa 52499.”
- (c) “*Borrower*” shall mean “Canyon View Crossing NR, LLC, a Utah limited liability company.”

11. **Modifications to the 10516140A Note.** Effective as of the Assumption Closing Date, the 10516140A Note is hereby amended and modified as follows:

- (a) The mailing address for the Borrower listed in the introductory paragraph of the 10516140A Note is hereby deleted and replaced with the following: “11820 S State Street, Suite 310, Draper, Utah 84020, Attn: Andrew Young.”
- (b) “*Borrower*” shall mean “Canyon View Crossing NR, LLC, a Utah limited liability company.”

12. **Modifications to Deed of Trust.** Effective as of the Assumption Closing Date, the Deed of Trust is hereby amended and modified as follows:

- (a) *Cover Page and Introductory Paragraph.*
 - (i) The mailing address for the Borrower is hereby revised on the cover page and introductory paragraph of the Deed of Trust as follows: “11820 S State Street, Suite 310, Draper, Utah 84020, Attn: Andrew Young.”
 - (ii) The address for the Lender on the cover page and introductory paragraph of the Deed of Trust is hereby deleted and replaced with the following: “c/o AEGON USA Realty Advisors, LLC, Mortgage Loan Department – 3B-CR, 6300 C Street, Cedar Rapids, Iowa 52499.”
- (b) *Defined Terms.* The following definitions in Section 3 of the Deed of Trust are hereby modified, deleted, added or replaced in their entirety with the following:
 - (i) “*Assumption Closing Date*” shall have the meaning set forth in the introductory paragraph of the Consent to Transfer and Modification Agreement.
 - (ii) “*Borrower*” shall mean Canyon View Crossing NR, LLC, a Utah limited liability company.

- (iii) "*Carveout Guarantee and Indemnity*" means that certain Carveout Guarantee and Indemnity Agreement entered into by the Carveout Obligors dated as of Assumption Closing Date.
- (iv) "*Carveout Obligors*" means, jointly and severally, James Blair Jenkins, Shane R. Peery, Andrew Young, Spencer H. Hess, Thomas Henriod, Paul Erickson, and Red Arches Investments, LLC, a Utah limited liability company, and any other Person who expressly assumes liability for the Carveout Obligations during the term of the Loans.
- (v) "*Consent to Transfer and Modification Agreement*" means that certain Consent to Transfer, Loan Assumption and Modification Agreement dated as of the Assumption Closing Date, executed by and among the Lender, Borrower, Legacy at Orem, LLC, a Utah limited liability company (the Borrower's predecessor in interest under the Loan), the Carveout Obligors, and Kevin S. Garn, and John R. Thackeray (the previous obligors).
- (vi) "*Environmental Indemnity Agreement*" means that certain Environmental Indemnity Agreement entered into by the Borrower and the Carveout Obligors dated as of the Assumption Closing Date.
- (vii) "*Key Principals*" means James Blair Jenkins, Shane R. Peery, Andrew Young, Spencer H. Hess, Thomas Henriod, Paul Erickson and Brent Wilson.
- (viii) "*Legal Control*" means the power, indefeasible unless for cause, to direct or to cause the direction of the management and policies of the owner of the Real Property through the direct or indirect holding of (a) equity interests in the Borrower, (b) rights under a voting trust, (c) the position of general or managing general partner of a partnership, (d) the position of manager or managing member of a limited liability company, or (e) other contract rights conferring such power.
- (ix) "*Loan Documents*" means any or all of the documents evidencing the Loans or delivered in connection with the Loans, whether entered into at the closing of the Loan, the closing of the Additional Loan, the Assumption Closing Date or in the future, including the Notes, the Deed of Trust, the Absolute Assignment of Leases and Rents, the Carveout Guarantee and Indemnity, the Environmental Indemnity Agreement, as each such Loan Document is amended by the Consent to Transfer and Modification Agreement and as may be subsequently modified or amended.
- (c) Subsection 14.1 of the Deed of Trust entitled "Permitted Transfer to an Approved Purchaser" is hereby deleted.
- (d) Section 19 of the Deed of Trust entitled "Foreclosure; Power of Sale" is hereby deleted in its entirety and replaced with the following:

"19. FORECLOSURE; POWER OF SALE

19.1 AVAILABILITY OF REMEDIES

Upon Default, the Lender may immediately proceed to foreclose the lien of this Deed of Trust, against all or part of the Property, or to exercise the power of sale granted in this Deed of Trust by judicial or nonjudicial

foreclosure in accordance with the laws of Utah and may pursue any other remedy available to commercial mortgage lenders under the laws of Utah.

19.2 POWER-OF-SALE FORECLOSURE

Upon Default, either concurrently with, or independently of the exercise of the Lender's right to foreclose judicially, the Lender may elect to cause all or any part of the Property to be sold at a private foreclosure sale as follows:

(a) Classification of Property

The Lender may proceed as if all of the Property were Real Property, or may elect to treat any of the Property which consists of a right in action or which is property that in the opinion of the Lender can be severed from the Land or Improvements without causing structural damage as though the same were Personal Property, and dispose of it as Property subject to the UCC (as defined in Subsection Error! Reference source not found.), treating the remainder of the Property as Real Property.

(b) Timing of Foreclosure Sale

The Lender may cause any such sale or other disposition to be conducted immediately following the expiration of any cure period specified in this Deed of Trust as a precondition to the existence of a Default, or immediately upon the expiration of any redemption or reinstatement period required by law, or the Lender may delay any such sale or other disposition for such period of time as the Lender deems to be in its best interest. Should the Lender desire that more than one such sale or other disposition be conducted, the Lender may, at its option, cause it to be conducted simultaneously or successively, on the same day or at such different days or times and in such order as the Lender may deem to be in its best interests.

19.3 PROPERTY SUBJECT TO THE UCC

Should the Lender elect to cause any of the Property which is subject to the UCC to be disposed of, the Lender may at its discretion dispose of any part of such Property in any order or manner permitted by the UCC, or in accordance with any other remedy provided by applicable law, regardless of whether such Property is located on or about the Real Property. Any such disposition may be conducted by an employee or agent of the Lender or the Trustee. The Borrower and the Lender shall be eligible to purchase any part or all of such property at any such disposition, which may be either public or private as the Lender may elect. The Lender shall also have the rights and remedies of a secured party under the UCC, or otherwise available at law or in equity.

Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by the Borrower and shall include the Lender's and the Trustee's reasonable attorneys' fees, costs and expenses, and shall not be limited to amounts provided as recoverable by statute. The Borrower, upon demand of the Lender, shall promptly assemble such Property and make it available to the Lender at the Real Property, a place which the Lender and the Borrower deem to be reasonable. The Lender shall give the Borrower at least five (5) days' prior written Notice of the

time and place of any public sale or other disposition of such Property or of the time of or after which any private sale or other intended disposition is to be made, and if such Notice is sent to the Borrower, the Borrower acknowledges that it will constitute reasonable notice to the Borrower.

19.4 REAL PROPERTY

Should the Lender elect to sell all or part of the Real Property, the Lender or the Trustee shall give such notice of default and election to sell as may then be required by applicable law. Thereafter, upon the expiration of such time and the giving of such notice, and without the necessity of any demand on the Borrower, the Trustee, at the time and place specified in the notice of sale, shall sell the Property or any portion thereof specified by the Lender, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. The Trustee may, and upon request of the Lender shall, from time to time, postpone any such sale by public announcement at the time and place noticed or fixed by the previous postponement. If the Property consists of several lots or parcels, the Lender may designate the order in which such lots or parcels shall be offered for sale or sold. The Borrower expressly waives its right to direct the order of sale.

19.5 TRUSTEE'S INSTRUMENT OF CONVEYANCE

Upon the completion of any sale made by the Trustee or the Lender under this Section, the Trustee or the Lender, as applicable, or any officer of any court empowered to do so shall execute and deliver to the accepted purchaser good and sufficient instruments conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold, but without any covenant or warranty whatsoever, express or implied, whereupon such purchaser shall be let into immediate possession. With respect to any sale made under or by virtue of this Section, the Trustee is hereby irrevocably appointed the true and lawful attorney of the Borrower in its name and stead, with full power of substitution, to make all necessary conveyances, assignments, transfers and deliveries of the Property or any part thereof so sold and the rights so sold, and for that purpose the Trustee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, the Borrower hereby ratifying and confirming all that its said attorney or any substitute or substitutes shall lawfully do by virtue thereof. Nevertheless, the Borrower, if so requested by the Trustee or the Lender, shall ratify and confirm any such sale by executing and delivering to the Trustee or to such purchaser all such instruments as may be advisable, in the judgment of the Trustee or the Lender, for the purpose as may be designated in such request. Any sale made under or by virtue of this Section shall operate to divest all of the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of the Borrower in and to the properties and rights so sold, and shall be a perpetual bar, both at law and in equity against the Borrower and any and all persons claiming or who may claim the same, or any part thereof, from, through or under the Borrower.

The recitals in any such deed or instrument of conveyance of any matters or facts, including those of default and notice of sale, demand that such sale should be made, postponement of sale, terms of sale, 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; and any such deed or instrument of conveyance shall be conclusive against all persons as to such facts.

19.6 RIGHTS OF PURCHASER

The acknowledgment of the receipt of the purchase money contained in any deed or instrument of conveyance shall be sufficient to discharge the grantee from all obligations to see to the proper application of the consideration given. The purchaser at any such sale may disaffirm any easement granted or rental or lease contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement and rental or lease contract.

19.7 THE LENDER'S BID AT FORECLOSURE SALE

Upon any sale made under this Section, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Lender may bid for and acquire all or part of the Property and, in lieu of paying cash, shall have the right to receive a credit on the Lender's bid in an amount not to exceed the amount representing the Indebtedness, advances for the payment of taxes, insurance and maintenance and protection of the Property, the Lender's lien on the Property and the expenses and costs of the sale, including reasonable trustee's and attorneys' fees. If it does so, this Deed of Trust, the Note and other documents evidencing the Indebtedness shall be presented to the person or persons conducting the sale so that the amount so used or applied may be credited to the Indebtedness.

19.8 JUDICIAL FORECLOSURE

Upon Default, the Lender may immediately proceed to foreclose the lien of this Deed of Trust against all or part of the Real Property by foreclosure sale, by prosecuting an action for judicial foreclosure (together with such other causes of action as the Lender may then elect to prosecute) in any court of competent jurisdiction.

19.9 RIGHT OF INSPECTION

The Borrower shall permit the Lender, and any prospective bidders in connection with a pending judicial or non-judicial foreclosure sale, and their respective agents, employees and consultants, to enter the Real Property at any reasonable time for the purpose of inspecting the same, and for the purpose of site investigation ("Site Investigation"), including investigation of the structural integrity of the Improvements, and the costs of such Site Investigation conducted by the Lender shall be due and payable on demand by the Borrower, and shall bear interest at the Default Rate until paid. Such Site Investigation shall not make the Lender a mortgagee in possession of the Real Property."

(e) Subsection 22.7 of the Deed of Trust is hereby deleted in its entirety and replaced with the following:

"22.7 Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing in the Official Records of Utah County, Utah with respect to any and all fixtures

comprising Property. The “debtor” is Canyon View Crossing NR, LLC organized under Utah law; the “secured party” is Transamerica Financial Life Insurance Company, a New York corporation; the collateral is as described in Subsection 22.2 above and the granting clause of this Deed of Trust; and the addresses of the debtor and secured party are the addresses stated in Subsection 26.13 of this Deed of Trust for Notices to such parties. The organizational number of the debtor is 14018355-0160. The owner of record of the Real Property is Canyon View Crossing NR, LLC.”

(f) Subsection 26.13 of the Deed of Trust is hereby deleted in its entirety and replaced with the following:

“26.13 NOTICES

In order for any demand, consent, approval or other communication to be effective under the terms of this Deed of Trust, “Notice” must be provided under the terms of this Subsection. All Notices must be in writing. Notices may be (a) delivered by hand, (b) transmitted as a pdf attachment by email (with a duplicate copy sent by first class mail, postage prepaid), (c) sent by certified or registered mail, postage prepaid, return receipt requested, or (d) sent by reputable overnight courier service, delivery charges prepaid. Notices shall be addressed as set forth below:

If to the Lender:

Transamerica Financial Life Insurance Company
c/o AEGON USA Realty Advisors, LLC
6300 C Street SW
Cedar Rapids, Iowa 52499
Attn: Mortgage Loan Department – 3B-CR
Reference: Loan Nos. 10516140 and 10516140A
Email: aamservicing@aegonam.com

If to the Borrower:

Canyon View Crossing NR, LLC
11820 S State Street, Suite 310
Draper, Utah 84020
Attn: Andrew Young
Email: ayoung@northrockco.com

If to the Trustee:

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

Notices delivered by hand or by overnight courier shall be deemed given when actually received or when refused by their intended recipient. Notices sent by email will be deemed delivered when a read receipt has been received (provided receipt has been verified by telephone confirmation or one of the other permitted means of giving Notices under this Subsection). Mailed Notices shall be deemed given on the date of the first attempted delivery (whether or not actually received). The

Lender or the Borrower may change its address for Notice by giving Notice of such change to the other party.”

(g) Subsection 26.14 of the Deed of Trust is hereby deleted in its entirety and replaced with the following:

“26.14 SERVICE OF PROCESS

The Borrower hereby appoints Blake Bauman as its agent for receipt of service of process, at the following address:”

Ray Quinney & Nebeker P.C.
36 S State Street, Suite 1400
Salt Lake City, Utah 84111”

13. **Termination of Original Financing Statement; New Financing Statement.** Effective as of the Assumption Closing Date, the Lender shall file with the Utah Department of Licensing (a) UCC-3 financing statement amending or terminating the Original Financing Statement; and (b) a UCC-1 financing statement naming the Assuming Borrower as debtor and the Lender as secured party.

14. **Termination of the Original Manager and Original Assignment and Subordination of Management Agreement; New Manager and New Assignment and Subordination of Management Agreement.** Effective as of the Assumption Closing Date:

- (a) The Original Borrower and the Original Manager delivered to Lender a letter confirming that that certain management agreement dated June 19, 2018 by and between the Original Borrower and the Original Manager regarding the operation and maintenance of the Property has been terminated;
- (b) The Assignment and Subordination of Management Agreement is of no further force and effect and is hereby terminated in its entirety;
- (c) The Assuming Borrower has delivered to the Lender that certain Management Agreement by and between the Assuming Borrower and Rockworth Management, LLC, a Utah limited liability company (the “New Manager”) dated as of June 4, 2024, regarding the operating and maintenance of the Property (the “Management Agreement”); and
- (d) The Assuming Borrower, the New Manager and the Lender have executed that certain Assignment and Subordination of Management Agreement dated as of the Assumption Closing Date (the “New Assignment and Subordination of Management Agreement”).

15. **Representations and Warranties.** Effective as of the Assumption Closing Date, the following parties represent and warrant to the Lender as follows:

- (a) The Original Borrower represents and warrants to the Lender and the Assuming Borrower that as of the Assumption Closing Date:
 - (i) Each of the representations and warranties contained in Section 4, Section 5, Subsection 6.4 and Subsection 6.26 of the Deed of Trust and Section 6 of the Original Environmental Indemnity are true and correct, including as such statements are made in connection with this Agreement and the Approved Transactions; *provided, however,* with respect to the representations and warranties contained in Subsection 6(f) of the Original Environmental Indemnity,

such statements are made in connection with the financial statements delivered to the Lender in connection with the Approved Transactions;

- (ii) The organizational documents (including the Certificate of Organization and the Operating Agreement) of the Original Borrower and any entity through which the Original Borrower derives its authority to execute, deliver and perform under this Agreement and any other documents in connection with the Approved Transactions are (A) attached to that certain Closing Certificate made by the Original Borrower in favor of Lender dated the Original Closing Date, (B) have not been altered, modified or amended since the Original Closing Date, and (C) are in full force and effect;
- (iii) None of the Assumed Loan Documents or the Original Environmental Indemnity has been changed, altered, modified or amended in any way except for those changes, alterations, modifications and amendments recited in this Agreement;
- (iv) This Agreement, the Assumed Loan Documents and the Original Environmental Indemnity, constitute the legal, valid and binding obligations of the Original Borrower, enforceable in accordance with their respective terms;
- (v) There exists no Default or, to the Original Borrower's knowledge, any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a Default under any one or more of the Assumed Loan Documents or the Original Environmental Indemnity;
- (vi) Contemporaneously with the execution of this Agreement, the Original Borrower conveyed and transferred all of its right, title and interest in and to the Property to the Assuming Borrower; and
- (vii) The Purchase Agreement has not been modified or amended in any manner whatsoever, except as otherwise noted above.

(b) Each Original Carveout Obligor represents and warrants to the Lender and the Assuming Carveout Obligors that as of the Assumption Closing Date:

- (i) Each of the representations and warranties contained in Section 7 of the Original Carveout Guarantee and Indemnity and Section 6 of the Original Environmental Indemnity are true and correct, including as such statements are made in connection with this Agreement and the matters contemplated herein; *provided, however,* with respect to the representations and warranties contained in (A) Subsection 7(f) of the Original Carveout Guarantee and Indemnity, and (B) Subsection 6(f) of the Original Environmental Indemnity, such statements are made in connection with the financial statements delivered to the Lender in connection with the Approved Transactions;
- (ii) None of the Original Guarantee Documents have been changed, altered, modified or amended in any way except for those changes, alterations, modifications and amendments recited in this Agreement;
- (iii) This Agreement and the Original Guarantee Documents, constitute the legal, valid and binding obligations of the Original Carveout Obligors, enforceable in accordance with their respective terms; and

- (iv) There exists no Default or, to the Original Carveout Obligors' knowledge, any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a Default under any one or more of the Original Guarantee Documents.
- (c) The Assuming Borrower represents and warrants to the Lender that as of the Assumption Closing Date:
 - (i) Each of the representations and warranties contained in Section 4, Section 5 (as amended by this Agreement), Subsection 6.4 and Subsection 6.26 of the Deed of Trust are true and correct, including as such statements are made in connection with this Agreement and the Approved Transactions;
 - (ii) None of the Assumed Loan Documents or the New Environmental Indemnity Agreement has been changed, altered, modified or amended in any way by the Assuming Borrower except for those changes, alterations, modifications and amendments to the Assumed Loan Documents recited in this Agreement;
 - (iii) This Agreement, the Assumed Loan Documents and the New Environmental Indemnity Agreement, constitute the legal, valid and binding obligations of the Assuming Borrower, enforceable in accordance with their respective terms;
 - (iv) To the Assuming Borrower's knowledge, there exists no Default or any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a Default by the Assuming Borrower under any of the Assumed Loan Documents or the New Environmental Indemnity Agreement;
 - (v) Contemporaneously with the execution of this Agreement, the Assuming Borrower purchased all of its right, title and interest in and to the Property from the Original Borrower; and
 - (vi) The Purchase Agreement has not been modified or amended in any manner whatsoever, except as otherwise noted above.
- (d) Each Assuming Obligor represents and warrants to Lender that as of the Assumption Closing Date:
 - (i) Neither the New Carveout Guarantee nor the New Environmental Indemnity Agreement has been changed, altered, modified or amended in any way by Assuming Obligors;
 - (ii) This Agreement, the New Carveout Guarantee and the New Environmental Indemnity Agreement, constitute the legal, valid and binding obligations of Assuming Obligors, enforceable in accordance with their respective terms;
 - (iii) To Assuming Obligors' knowledge, there exists no Default or any other event or condition which would, with the passage of time, the giving of notice, or both, ripen into or constitute a Default by Assuming Obligors under the New Carveout Guarantee or the New Environmental Indemnity Agreement; and
 - (iv) No Assuming Obligor nor any entity in which an Assuming Obligor owns an interest is a "Specially Designated National" or a "Blocked Person" as those terms

are defined in the Office of Foreign Asset Control Regulations (31 CFR Section 500 et seq.).

Each of the representations and warranties contained above are made as of the Assumption Closing Date, not the Original Closing Date. Each of the Original Borrower, the Original Carveout Obligors, the Assuming Borrower and the Assuming Carveout Obligors acknowledges and agrees that the Lender will rely on information delivered by such parties without conducting any independent investigation as to the truth or accuracy of the statements made herein. All representations and warranties are made for the purpose of inducing the Lender to consent to the Approved Transactions and each of the Original Borrower and the Original Carveout Obligors assumes personal liability for any and all fees, costs and expenses (including reasonable attorneys' fees), losses and damages incurred by the Lender as a result of fraud or misrepresentation by the Original Borrower or the Original Carveout Obligors and each of the Assuming Borrower and the Assuming Carveout Obligors assumes personal liability for any and all fees, costs and expenses (including, reasonable attorneys' fees), losses and damages incurred by Lender as a result of fraud or misrepresentation made by the Assuming Borrower or any Assuming Carveout Obligor.

16. Guaranty Waivers. Effective as of the Assumption Closing Date, the following parties represent and warrant to the Lender as follows: As part of the consideration for this Agreement, the Original Carveout Obligors and the Original Borrower hereby each waives (a) all rights of subrogation, reimbursement, indemnification and contribution and any other rights and defenses that are or may become available to the Original Carveout Obligors or its successors, (b) all rights and defenses with respect to its obligations under the Loan Documents or this Agreement by reason of any election of remedies by the Lender or its successors in interest, and (c) all rights and defenses because the Notes are secured by real property. By executing this Agreement, and without impairing any other waiver herein, the Original Carveout Obligors and the Original Borrower acknowledge and agree as follows:

- (a) The Lender may collect any sums due or becoming due under this Agreement, with respect to the Original Carveout Obligors and the Original Borrower without first foreclosing on any real or personal property collateral pledged by the Original Carveout Obligors or the Original Borrower as security for the Loan;
- (b) If the Lender forecloses on any real property collateral pledged or encumbered as security for the Loan:
 - (i) the outstanding amount of the Loan may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price; and
 - (ii) the Lender may collect from the Original Carveout Obligors or the Original Borrower even if the Lender, by foreclosing on the real property collateral, has destroyed any right the Original Carveout Obligors or the Original Borrower may have to collect from the Assuming Borrower or any other party;
- (c) This Section is an unconditional and irrevocable waiver of any rights and defenses the Original Carveout Obligors or the Original Borrower may have because the Loan is secured by real property; and
- (d) The Original Carveout Obligors and the Original Borrower each waives all rights and defenses arising out of an election of remedies by the Lender, even though that election of remedies, such as a non-judicial foreclosure with respect to security for a guaranteed

obligation, has destroyed the Original Carveout Obligors' or the Original Borrower's rights of subrogation and reimbursement against the Assuming Borrower.

17. **No Change in Priority.** The Deed of Trust and Absolute Assignment of Leases and Rents shall continue to secure the Indebtedness and the obligations, with the same priority of lien as the lien perfected upon recording and filing the Deed of Trust and Absolute Assignment of Leases and Rents, respectively. The execution and delivery of this Agreement shall not impair, reduce or subordinate, in whole or in part, the priority of the lien and security interest perfected upon recording and filing, as applicable, of the Deed of Trust and Absolute Assignment of Leases and Rents, respectively.

18. **No Waiver; No Other Change.** The Lender's consent in this Agreement is limited to the matters described in this Agreement. Nothing in this Agreement is intended to waive any rights or remedies of Lender under the Loan Documents, or any Defaults thereunder. Except as herein expressly amended, each and every term, condition, warranty and provision of the Loan Documents shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

19. **Fees, Costs and Expenses.** The Original Borrower and the Original Carveout Obligors shall pay the Lender on or before the Assumption Closing Date:

- (a) An assumption fee equal to one percent (1.00%) of the outstanding principal balance of the Note as calculated by the Lender (the "Assumption Fee"), regardless of whether the Approved Transactions are consummated; and
- (b) Any and all other fees, costs and expenses incurred by the Lender in connection with, or as a result of, the matters contemplated by this Agreement, including without limitation, title search charges, UCC search charges, title insurance premiums, escrow fees, documentary stamps, intangible taxes, filing fees, recording fees and reasonable attorneys' fees (collectively, the "Costs"), regardless of whether the Approved Transactions are consummated.

The Lender acknowledges receipt of a \$5,000 good faith deposit (the "Deposit") which shall be credited by the Lender against the Costs and, to the extent the proceeds of the Deposit are not fully used by the Lender in connection with the matters contemplated by this Agreement, the Lender shall refund to the Original Borrower the unused portion of the Deposit.

20. **Effect of Agreement.** This Agreement does not constitute a novation regarding the Indebtedness or any of the liabilities or obligations under the Loan Documents. A default under this Agreement will constitute a default under the Loan Documents.

21. **Choice of Law.** This Agreement shall be interpreted, construed, applied and enforced according to, and will be governed by, the laws of the State of Utah, without regard to any choice of law principle.

22. **Assignments Prohibited.** This Agreement may not be assigned by the Original Borrower, the Original Carveout Obligors, the Assuming Borrower or the Assuming Carveout Obligors, in whole or in part, voluntarily or involuntarily (including an assignment to a receiver or a bankruptcy estate), without the prior written consent of the Lender. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective heirs, successors and assigns.

23. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT AND THE MATTERS DESCRIBED HEREIN, AND THE

PARTIES HEREBY AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

24. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument.

25. **Entire Agreement**. This Agreement and the other documents executed and delivered to the Lender in connection with the matters contemplated herein (including the New Environmental Indemnity Agreement, the New Financing Statement, the New Assignment and Subordination of Management Agreement) constitute the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and no oral understandings, written agreements or representations exist which are in addition to or contradict or expand upon the terms herein set forth.

(Signatures appear on the following pages)

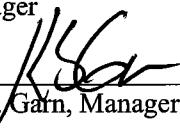
IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first above stated.

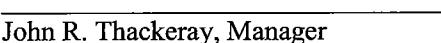
ORIGINAL BORROWER:

LEGACY AT OREM, LLC,
a Utah limited liability company

By: OMF, LLC,
a Utah limited liability company
its Manager

By: TGC Orem Apartments, LLC,
a Utah limited liability company
its Manager

By: 
Kevin S. Garn, Manager

By: 
John R. Thackeray, Manager

(Acknowledgments appear on the following page)

SIGNATURE PAGE – ORIGINAL BORROWER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

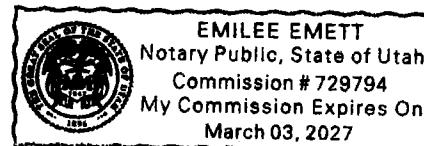
On this 29th day of July, 2024, before me, Emilee Emett, a notary public, personally appeared KEVIN S. GARN, as Manager of TGC Orem Apartments, LLC, a Utah limited liability company, Manager of OMF, LLC, a Utah limited liability company, Manager of Legacy at Orem, LLC, a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Emilee Emett

Print Name of Notary: Emilee Emett

(Seal) My Commission Expires: March 3, 2027



ACKNOWLEDGMENT PAGE – ORIGINAL BORROWER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first above stated.

ORIGINAL BORROWER:

LEGACY AT OREM, LLC,
a Utah limited liability company

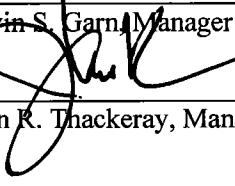
By: OMF, LLC,
a Utah limited liability company
its Manager

By: TGC Orem Apartments, LLC,
a Utah limited liability company
its Manager

By:


Kevin S. Garn, Manager

By:


John R. Thackeray, Manager

(Acknowledgments appear on the following page)

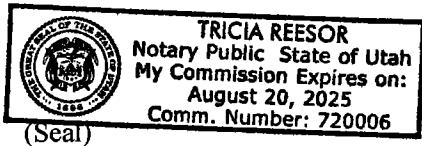
SIGNATURE PAGE – ORIGINAL BORROWER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

STATE OF UTAH)
)
COUNTY OF SLC)
)

On this 3 day of August, 2024, before me, Tricia Reesor, a notary public, personally appeared JOHN R. THACKERAY, as Manager of TGC Orem Apartments, LLC, a Utah limited liability company, Manager of OMF, LLC, a Utah limited liability company, Manager of Legacy at Orem, LLC, a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



Notary Signature: Tricia Reesor

Print Name of Notary: Tricia Reesor

My Commission Expires: 8-20-2025

ACKNOWLEDGMENT PAGE – ORIGINAL BORROWER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ORIGINAL CARVEOUT OBLIGOR:



KEVIN S. GARN

STATE OF UTAH)
)
COUNTY OF Davis)ss.
)

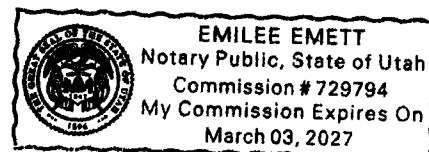
On this 29th day of July, 2024, before me, Emilee Emett, a notary public, personally appeared KEVIN S. GARN, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Emilee Emett

Print Name of Notary: Emilee Emett

(Seal) My Commission Expires: March 3, 2027



SIGNATURE AND ACKNOWLEDGMENT PAGE – KEVIN S. GARN

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

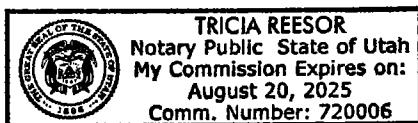
ORIGINAL CARVEOUT OBLIGOR:

JOHN R. THACKERAY

STATE OF UTAH)
 COUNTY OF SLC)ss.
)

On this 3 day of August, 2024, before me, Tricia Reesor, a notary public, personally appeared JOHN R. THACKERAY, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.



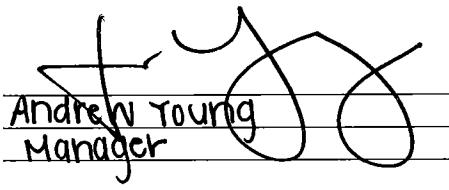
(Seal)

Notary Signature: Tricia ReesorPrint Name of Notary: Tricia ReesorMy Commission Expires: 8-20-2025

ASSUMING BORROWER:

CANYON VIEW CROSSING NR, LLC, a Utah limited liability company

By: Northrock Companies, LLC,
a Utah limited liability company
its Manager

By: Andrew Young
Name: Manager
Title: 

STATE OF UTAH)
)
COUNTY OF utah)
)

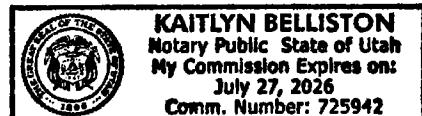
On this 15 day of JULY, 2024, before me, Kaitlyn Belliston,
a notary public, personally appeared Andrew Young as Manager
of Northrock Companies, LLC, a Utah limited liability company, as Manager of CANYON VIEW
CROSSING NR, LLC, a Utah limited liability company, who proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged
(he/she/they) executed the same.

Witness my hand and official seal.

Notary Signature: Kaitlyn Belliston

Print Name of Notary: Kaitlyn Belliston

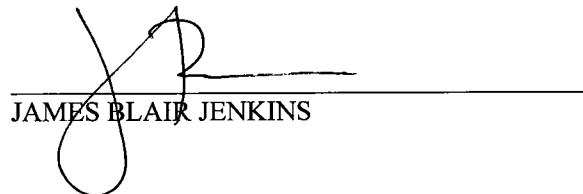
(Seal) My Commission Expires: July 27, 2026



SIGNATURE AND ACKNOWLEDGMENT PAGE – ASSUMING BORROWER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:


 JAMES BLAIR JENKINS

STATE OF UTAH)
)ss.
 COUNTY OF Salt Lake)

On this 29 day of July, 2024, before me, Jaycie Baird, a notary public, personally appeared JAMES BLAIR JENKINS, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Jaycie Baird

Print Name of Notary: Jaycie Baird

(Seal) My Commission Expires: 8/04/2024



SIGNATURE AND ACKNOWLEDGMENT PAGE – JAMES BLAIR JENKINS

Consent to Transfer, Loan Assumption and Modification Agreement
 Canyon View Crossing Apartments, Orem, Utah
 AEGON Loan Nos. 10516140 and 10516140A
 123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:



SHANE R. PEERY

STATE OF UTAH)
)
COUNTY OF Salt Lake)
)ss.

On this 29 day of July, 2024, before me, Jaycie Baird, a notary public, personally appeared SHANE R. PEERY, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Jaycie Baird

Print Name of Notary: Jaycie Baird

(Seal)

My Commission Expires: 8/04/2024



SIGNATURE AND ACKNOWLEDGMENT PAGE – SHANE R. PEERY

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:

ANDREW YOUNG

STATE OF UTAH)
COUNTY OF Utah)ss.)

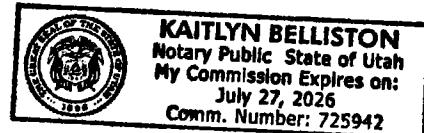
On this 17 day of July, 2024, before me, Kaitlyn Belliston, a notary public, personally appeared ANDREW YOUNG, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Kaitlyn Belastan

Print Name of Notary: Kaitlyn Belliston

(Seal) My Commission Expires: July 27, 2026



SIGNATURE AND ACKNOWLEDGMENT PAGE – ANDREW YOUNG

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:

Spencer H. Hess
 SPENCER H. HESS

STATE OF UTAH)
 COUNTY OF Utah)ss.
)

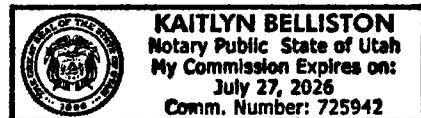
On this 25 day of JULY, 2024, before me, Kaitlyn Belliston, a notary public, personally appeared SPENCER H. HESS, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature: Kaitlyn Belliston

Print Name of Notary: Kaitlyn Belliston

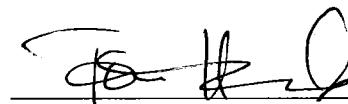
(Seal) My Commission Expires: JULY 27, 2026



SIGNATURE AND ACKNOWLEDGMENT PAGE – SPENCER H. HESS

Consent to Transfer, Loan Assumption and Modification Agreement
 Canyon View Crossing Apartments, Orem, Utah
 AEGON Loan Nos. 10516140 and 10516140A
 123756283.2 0027988-01145

ASSUMING CARVEOUT OBLIGOR:

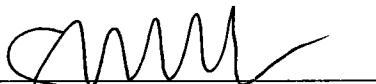


THOMAS HENRIOD

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

On this 29 day of JULY, 2024, before me, SERRA NICOLE LAKOMSKI, a notary public, personally appeared THOMAS HENRIOD, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

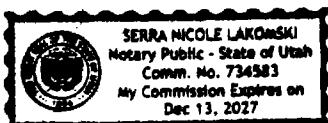
Witness my hand and official seal.

Notary Signature: 

Print Name of Notary: SERRA NICOLE LAKOMSKI

(Seal)

My Commission Expires: DEC, 13, 2027



SIGNATURE AND ACKNOWLEDGMENT PAGE – THOMAS HENRIOD

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:


PAUL ERICKSON

STATE OF UTAH)
COUNTY OF Salt Lake)
)ss.
)

On this 29 day of July, 2024, before me, Jaycie Baird, a notary public, personally appeared PAUL ERICKSON, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

Notary Signature:

Print Name of Notary: Janice Baird

My Commission Expires: 8/04/2024

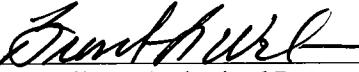


SIGNATURE AND ACKNOWLEDGMENT PAGE – PAUL ERICKSON

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

ASSUMING CARVEOUT OBLIGOR:

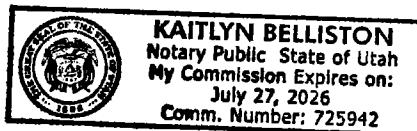
RED ARCHES INVESTMENTS, LLC,
a Utah limited liability company

By: 
Brent L. Wilson, Authorized Representative

STATE OF UTAH)
)
COUNTY OF Utah)
)ss.

On this 29 day of JULY, 2024, before me, Kaitlyn Belliston, a notary public, personally appeared BRENT L. WILSON, as Authorized Representative of RED ARCHES INVESTMENTS, LLC, a Utah limited liability company, who proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.



Notary Signature: Kaitlyn Belliston

Print Name of Notary: Kaitlyn Belliston

(Seal)

My Commission Expires: JULY 27, 2026

LENDER:

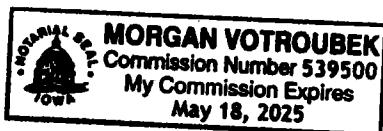
TRANSAMERICA FINANCIAL LIFE INSURANCE
COMPANY, a New York corporation

By: Sarah Swartzendruber
Name: Sarah Swartzendruber
Title: Authorized Signatory

STATE OF IOWA)
)ss.
COUNTY OF LINN)

On July 30, 2024, before me, Morgan Votroubek, a Notary Public in and for the State of Iowa, personally appeared Sarah Swartzendruber, Authorized Signatory of TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, a New York corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, that by his signature on the instrument, the person or entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Morgan Votroubek
Notary Public (Signature)
Printed Name: Morgan Votroubek
My Commission Expires: 05/18/2025

(Seal)

SIGNATURE AND ACKNOWLEDGMENT PAGE – LENDER

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283 0027988-01145

EXHIBIT A
LEGAL DESCRIPTION

The Land referred to herein is situated in the City of Orem, County of Utah, State of Utah, and is more particularly described as follows:

Lot 1, LEGACY AT OREM SUBDIVISION, according to the official plat thereof, recorded in the Office of the County Recorder of Utah County, State of Utah on July 2, 2014 as Entry No. 45603:2014.

APN: 45-541-0001

EXHIBIT A – LEGAL DESCRIPTION

Consent to Transfer, Loan Assumption and Modification Agreement
Canyon View Crossing Apartments, Orem, Utah
AEGON Loan Nos. 10516140 and 10516140A
123756283.3 0027988-01145