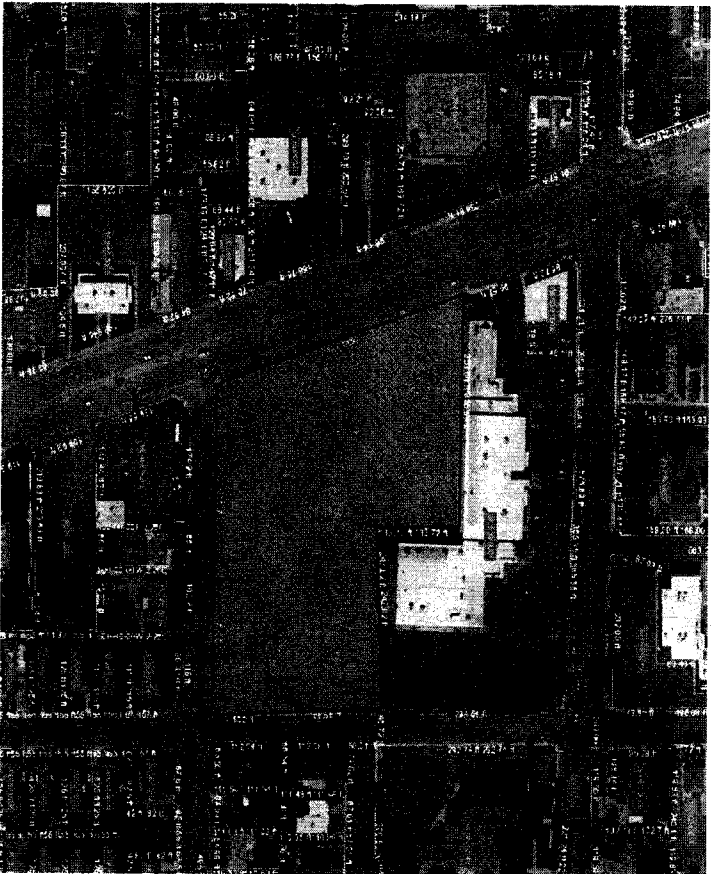
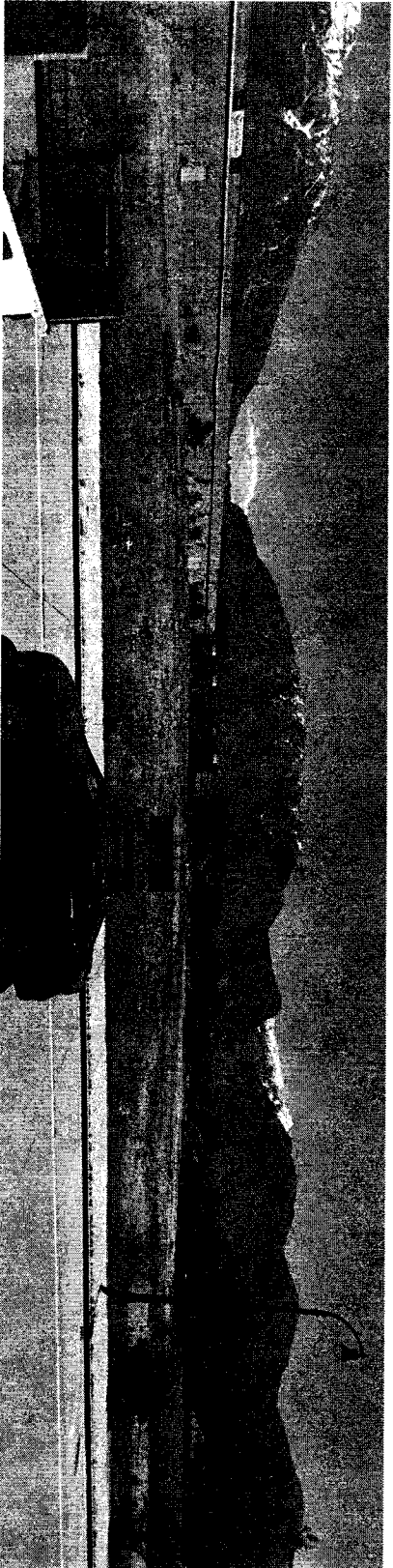


19 Orem Art Lofts Apartments
900 S. State Street
Orem

Property/Owner	Parcel ID	Acres	Tenant
WDG OREM COMMONS LLC	180460066	4.17	
WDG OREM COMMONS LLC	180460048	0.12	
WDG OREM COMMONS LLC	180460047	0.2	
		4.49	





ABSTRACT INFORMATION FOR SERIAL # 18:046:0066

[Main Menu](#)

Owner Name: WDG OREM COMMONS LLC
 Property Address: 841 S STATE ST - OREM
 Mailing Address: 1178 W LEGACY CROSSING BLVD STE 100 - CENTERVILLE, UT 84014
 Tax Legal Description: COM S 0 DEG 32' 44" E 3011.26 FT & W 12.15 FT FR N 1/4 COR. SEC. 23, T6S, R2E, SLB&M.; S 0 DEG 32' 57" E 189.08 FT; N 88 DEG 30' 1" W 140 FT; S 0 DEG 32' 57" E 100.06 FT; N 88 DEG 31' 33" W 360 FT; N 18 DEG 31' 44" W 435.1 FT; S 88 DEG 26' 30" E 353.64 FT; S 0 DEG 29' 33" E 133.72 FT; N 89 DEG 18' 49" E 247.82 FT; N 83 DEG 1' 10" E 33.11 FT TO BEG. AREA 4.171 AC.

Newest to Oldest ([Reverse Order](#))

Grantor ..Grantee Comments	Entry No Book Page Kind of Inst	Inst Date Rec Date Rec Time	Consideration Satisfaction Tie Entry No
WDG OREM COMMONS LLC BY (ET AL) ..GOLDENWEST FEDERAL CREDIT UNION	<u>91943-2019</u> 0 D TR	09/09/2019 09/17/2019 12:42 pm	\$2,300,000 - -
FRIAR TUCK LLC ..WDG OREM COMMONS LLC	77237-2019 0 REC	08/08/2018 08/13/2019 04:13 pm	\$0 <u>R Entry 96182 Year 2018</u> -
WDG OREM COMMONS LLC ..FRIAR TUCK LLC	96182-2018 0 D TR	09/11/2018 10/05/2018 03:57 pm	\$1,607,140 <u>R Entry 77237 Year 2019</u> -
SOUTHERN FOODS GROUP LLC ..WDG OREM COMMONS LLC	<u>87723-2018</u> 0 SP WD	09/11/2018 09/13/2018 11:08 am	\$10 - -
FIRST AMERICAN TITLE INSURANCE COMPANY TEE ..SOUTHERN FOODS GROUP LLC	67726-2018 0 REC	07/19/2018 07/19/2018 11:52 am	\$0 <u>R Entry 71942 Year 2015</u> -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19451-2017 0 REC	02/02/2017 02/27/2017 01:28 pm	\$0 <u>R Entry 71942 Year 2015</u> -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19268-2017 0 REC	02/02/2017 02/27/2017 09:20 am	\$0 <u>R Entry 71942 Year 2015</u> -
SOUTHERN FOODS GROUP LLC ..BANK OF AMERICA	71942-2015 0 D TR	07/21/2015 08/10/2015 10:39 am	\$0 <u>R Entry 19268 Year 2015</u> -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65184-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 <u>R Entry 157231 Year 2007</u> -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65183-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 <u>R Entry 70303 Year 1997</u> -
JPMORGAN CHASE BANK ..WHOM OF INTEREST	14414-2015 0 REQ REC	05/07/2014 02/25/2015 10:41 am	\$0 <u>X Entry 928 Year 2002</u> -
UTAH COUNTY ..WHOM OF INTEREST	<u>84542-2014</u> 0 RESOL	10/28/2014 11/24/2014 08:43 am	\$0 0 0 -
NORTH POINTE SOLID WASTE SERVICE DISTRICT WITHDRAW ..UTAH COUNTY	<u>84541-2014</u> 0 B PLAT	10/28/2014 11/24/2014 08:35 am	\$0 0 0 -

STATE OF UTAH	84540-2014	11/19/2014	\$0
..WHOM OF INTEREST	0	11/24/2014	
	CT	08:34 am	0.0
<hr/>			
UTAH COUNTY	84539-2014	10/28/2014	\$0
..WHOM OF INTEREST	0	11/24/2014	
	N	08:34 am	0.0
<hr/>			
SOUTHERN FOODS GROUP LLC	157231-2007	09/25/2007	\$0
..JPMORGAN CHASE BANK	0	11/05/2007	R Entry 65184 Year 2015
	A D TR	11:42 am	-
<hr/>			
SOUTHERN FOODS GROUP LLC	157230-2007	09/25/2007	\$0
..SFG NEW CO LLC	0	11/05/2007	
	CT MERG	11:42 am	-
<hr/>			
SOUTHERN FOODS GROUP LP (ET AL)	132996-2006		\$0
..WACHOVIA BANK	0	10/06/2006	
	A FN ST	12:06 pm	-
<hr/>			
MC KNIGHT, RANDY & SHANNON	32008-2005	03/09/2005	\$10
..SOUTHERN FOODS GROUP LP	0	03/28/2005	
	QCD	04:44 pm	-
<hr/>			
BIG D CORPORATION	69064-2004	06/15/2004	\$0
..SOUTHERN FOODS GROUP LP	0	06/16/2004	
	NOT SOM	04:17 pm	-
<hr/>			
SOUTHERN FOODS GROUP LP BY (ET AL)	929-2002		\$0
..FIRST UNION NATIONAL BANK	0	01/03/2002	
	FN ST	03:07 pm	-
<hr/>			
SOUTHERN FOODS GROUP LP BY (ET AL)	928-2002	12/19/2001	\$0
..FIRST UNION NATIONAL BANK	0	01/03/2002	
	D TR	03:06 pm	-
<hr/>			
BIG D CONSTRUCTION CORPORATION (ET AL)	30517-1998	03/30/1998	\$0
..SOUTHERN FOODS GROUP LP/MEADOW GOLD DAIRIES	4581 156	03/31/1998	
	NOT COM	12:14 pm	-
<hr/>			
SOUTHERN FOODS GROUP LP	72101-1997		\$0
..CHASE MANHATTAN MORTGAGE CORPORATION	4378 618	09/16/1997	
	FN ST	11:47 am	-
<hr/>			
SOUTHERN FOODS GROUP LP	72100-1997		\$0
..CHASE MANHATTAN MORTGAGE CORPORATION	4378 585	09/16/1997	
	FN ST	11:45 am	-
<hr/>			
SOUTHERN FOODS GROUP LP BY (ET AL)	70303-1997	09/03/1997	\$190,000
..CHASE MANHATTAN BANK THE	4373 85	09/09/1997	R Entry 65183 Year 2015
	D TR	03:55 pm	-
<hr/>			
MID-AMERICA DAIRYMEN INC SUC BY (ET AL)	70302-1997	09/03/1997	\$100,000,000
..SOUTHERN FOODS GROUP LP	4373 81	09/09/1997	
	SP WD	03:54 pm	-
<hr/>			
OREM CITY OF	61313-1996	07/23/1996	\$0
..WHOM OF INTEREST	4028 370	07/26/1996	
	N	03:26 pm	-
<hr/>			
MELBY, KENNETH O (ET AL)	47994-1991	11/01/1991	\$0
..MEADOW GOLD DAIRIES INC FKA (ET AL)	2862 346	12/04/1991	
	BLA	10:36 am	2727 1920

From: 18:046:0038 (more)

Additional Information ▼

Main Menu

Comments or Concerns on Value/Appraisal - [Assessor's Office](#)

Documents/Owner/Parcel information - [Recorder's Office](#)

[Address Change for Tax Notice](#)

This page was created on 5/16/2023 4:42:58 PM



ABSTRACT INFORMATION FOR SERIAL # 18:046:0048

[Main Menu](#)

Owner Name: WDG OREM COMMONS LLC
 Property Address: 385 E 900 SOUTH - OREM
 Mailing Address: 1178 W LEGACY CROSSING BLVD STE 100 - CENTERVILLE, UT 84014
 Tax Legal Description: COM AT A PT IN N LINE OF 900 S ST, PT IS 9.615 CHS S & 87 FT W FR NE COR OF SW 1/4 SEC 23, T6S, R2E, SLM; W 53 FT; N 100 FT; E 53 FT; S 100 FT TO BEG. .12 ACRES.

Newest to Oldest (Reverse Order)

Grantor ..Grantee Comments	Entry No Book Page Kind of Inst	Inst Date Rec Date Rec Time	Consideration Satisfaction Tie Entry No
WDG OREM COMMONS LLC BY (ET AL) ..GOLDENWEST FEDERAL CREDIT UNION	<u>91943-2019</u> 0 D TR	09/09/2019 09/17/2019 12:42 pm	\$2,300,000 -
FRIAR TUCK LLC ..WDG OREM COMMONS LLC	77237-2019 0 REC	08/08/2018 08/13/2019 04:13 pm	\$0 R Entry 96182 Year 2018 -
WDG OREM COMMONS LLC ..FRIAR TUCK LLC	96182-2018 0 D TR	09/11/2018 10/05/2018 03:57 pm	\$1,607,140 R Entry 77237 Year 2019 -
SOUTHERN FOODS GROUP LLC ..WDG OREM COMMONS LLC	<u>87723-2018</u> 0 SP WD	09/11/2018 09/13/2018 11:08 am	\$10 -
FIRST AMERICAN TITLE INSURANCE COMPANY TEE ..SOUTHERN FOODS GROUP LLC	87726-2018 0 REC	07/19/2018 07/19/2018 11:52 am	\$0 R Entry 71942 Year 2015 -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19451-2017 0 REC	02/02/2017 02/27/2017 01:28 pm	\$0 R Entry 71942 Year 2015 -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19268-2017 0 REC	02/02/2017 02/27/2017 09:20 am	\$0 R Entry 71942 Year 2015 -
SOUTHERN FOODS GROUP LLC ..BANK OF AMERICA	71942-2015 0 D TR	07/21/2015 08/10/2015 10:39 am	\$0 R Entry 19268 Year 2017 -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65184-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 R Entry 157231 Year 2007 -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65183-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 R Entry 70303 Year 1997 -
JPMORGAN CHASE BANK ..WHOM OF INTEREST	14414-2015 0 REQ REC	05/07/2014 02/25/2015 10:41 am	\$0 X Entry 928 Year 2002 -
UTAH COUNTY ..WHOM OF INTEREST	84542-2014 0 RESOL	10/28/2014 11/24/2014 08:43 am	\$0 0.0
NORTH POINTE SOLID WASTE SERVICE DISTRICT WITHDRAW ..UTAH COUNTY	84541-2014 B PLAT	10/28/2014 11/24/2014 08:35 am	\$0 0.0

STATE OF UTAH ..WHOM OF INTEREST	<u>84540-2014</u> 0 CT	11/19/2014 11/24/2014 08:34 am	\$0 0.0
UTAH COUNTY ..WHOM OF INTEREST	<u>84539-2014</u> 0 N	10/28/2014 11/24/2014 08:34 am	\$0 0.0
SOUTHERN FOODS GROUP LLC ..JPMORGAN CHASE BANK	<u>157231-2007</u> 0 A D TR	09/25/2007 11/05/2007 11:42 am	\$0 <u>R Entry 65184 Year 2015</u> -
SOUTHERN FOODS GROUP LLC ..SFG NEW CO LLC	<u>157230-2007</u> 0 CT MERG	09/25/2007 11/05/2007 11:42 am	\$0 -
NEW CENTURY MORTGAGE CORPORATION (ET AL) ..WILKES, RUSSELL L & WILKES A	<u>43964-2005</u> 0 RSUBTEE	03/29/2005 04/25/2005 04:16 pm	\$0 <u>R Entry 101176 Year 2002</u> -
MC KNIGHT, RANDY & SHANNON ..SOUTHERN FOODS GROUP LP	<u>32008-2005</u> 0 QCD	03/09/2005 03/28/2005 04:44 pm	\$10 -
WILKES, RUSSELL L (ET AL) ..SOUTHERN FOODS GROUP LC	<u>30125-2005</u> 0 QCD	03/09/2005 03/23/2005 01:06 pm	\$10 -
WILKES, RUSSELL L (ET AL) ..SOUTHERN FOODS GROUP LP	<u>30124-2005</u> 0 WD	03/09/2005 03/23/2005 01:05 pm	\$10 -
WILKES, RUSSELL & ROSE ANN ..WILKES INVESTMENTS LLC	<u>8827-2004</u> 0 QCD	01/22/2004 01/27/2004 09:17 am	\$10 -
WILKES, RUSSELL L & ROSE A ..NEW CENTURY MORTGAGE CORPORATION	<u>101176-2002</u> 0 D TR	08/26/2002 08/30/2002 03:42 pm	\$121,550 <u>R Entry 43964 Year 2005</u> -
WILKES, JAN C ..WILKES, RUSSELL L & ROSE A	<u>101175-2002</u> 0 QCD	08/28/2002 08/30/2002 03:42 pm	\$10 -
ALPINE CREDIT UNION ..WHOM OF INTEREST	<u>55984-2002</u> 0 RC	04/03/2002 05/15/2002 04:27 pm	\$0 <u>X Book 4676 Page 515</u> -
DE LANGE, CLARK D & NOLA ..NATIONS BANC MORTGAGE CORPORATION	<u>61710-1998</u> 4676 515 D TR	06/15/1998 06/19/1998 03:57 pm	\$124,000 <u>R Entry 150586 Year 2003</u> -
NORRIS BROTHERS INC ..WILKES, RUSSELL L & JAN C	<u>83783-1994</u> 3559 342 WD	10/31/1994 10/31/1994 03:18 pm	\$10 <u>8560 1974</u>
OREM CITY OF ..WHOM OF INTEREST	<u>35761-1986</u> 2350 266 N	09/30/1986 10/20/1986 01:07 pm	\$0 <u>8560 1974</u>

Additional Information ▼

Main Menu

Comments or Concerns on Value/Appraisal - [Assessor's Office](#)
Documents/Owner/Parcel information - [Recorder's Office](#)
[Address Change for Tax Notice](#)

This page was created on 5/16/2023 4:47:04 PM



ABSTRACT INFORMATION FOR SERIAL # 18:046:0047

[Main Menu](#)

Owner Name: WDG OREM COMMONS LLC
 Property Address: 395 E 900 SOUTH - OREM
 Mailing Address: 1178 W LEGACY CROSSING BLVD STE 100 - CENTERVILLE, UT 84014
 Tax Legal Description: COM 9.615 CHS S OF NE COR OF SW 1/4 OF SEC 23, T6S, R2E, SLM; W 87 FT; N 100 FT; E87 FT; S 100 FT TO BEG. .20 OF AN ACRE.

Newest to Oldest (Reverse Order)

Grantor ..Grantee Comments	Entry No Book Page Kind of Inst	Inst Date Rec Date Rec Time	Consideration Satisfaction Tie Entry No
WDG OREM COMMONS LLC BY (ET AL) ..GOLDENWEST FEDERAL CREDIT UNION	<u>91943-2019</u> 0 D TR	09/09/2019 09/17/2019 12:42 pm	\$2,300,000 - -
FRIAR TUCK LLC ..WDG OREM COMMONS LLC	7237-2019 0 REC	08/08/2018 08/13/2019 04:13 pm	\$0 R Entry 96182 Year 2018 -
WDG OREM COMMONS LLC ..FRIAR TUCK LLC	96182-2018 0 D TR	09/11/2018 10/05/2018 03:57 pm	\$1,607,140 R Entry 77237 Year 2019 -
SOUTHERN FOODS GROUP LLC ..WDG OREM COMMONS LLC	<u>87723-2018</u> 0 SP WD	09/11/2018 09/13/2018 11:08 am	\$10 - -
FIRST AMERICAN TITLE INSURANCE COMPANY TEE ..SOUTHERN FOODS GROUP LLC	6726-2018 0 REC	07/19/2018 07/19/2018 11:52 am	\$0 R Entry 71942 Year 2015 -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19451-2017 0 REC	02/02/2017 02/27/2017 01:28 pm	\$0 R Entry 71942 Year 2015 -
BANK OF AMERICA TEE ..SOUTHERN FOODS GROUP LLC	19268-2017 0 REC	02/02/2017 02/27/2017 09:20 am	\$0 R Entry 71942 Year 2015 -
SOUTHERN FOODS GROUP LLC ..BANK OF AMERICA	71942-2015 0 D TR	07/21/2015 08/10/2015 10:39 am	\$0 R Entry 19268 Year 2017 -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65184-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 R Entry 157231 Year 2007 -
JPMORGAN CHASE BANK NATIONAL ASSOCIATION (ET AL) ..SOUTHERN FOODS GROUP LP	65183-2015 0 RSUBTEE	05/07/2014 07/21/2015 09:11 am	\$0 R Entry 70303 Year 1997 -
UTAH COUNTY ..WHOM OF INTEREST	<u>84542-2014</u> 0 RESOL	10/28/2014 11/24/2014 08:43 am	\$0 0.0 0.0
NORTH POINTE SOLID WASTE SERVICE DISTRICT WITHDRAW ..UTAH COUNTY	<u>84541-2014</u> 0 B PLAT	10/28/2014 11/24/2014 08:35 am	\$0 0.0 0.0
STATE OF UTAH ..WHOM OF INTEREST	<u>84540-2014</u> 0 CT	11/19/2014 11/24/2014 08:34 am	\$0 0.0 0.0

UTAH COUNTY ..WHOM OF INTEREST	84539-2014 0 N	10/28/2014 11/24/2014 08:34 am	\$0 0.0
SOUTHERN FOODS GROUP LLC ..JPMORGAN CHASE BANK	157231-2007 0 A.D TR	09/25/2007 11/05/2007 11:42 am	\$0 <u>R Entry 65184 Year 2015</u> -
SOUTHERN FOODS GROUP LLC ..SFG NEW CO LLC	157230-2007 0 CT MERG	09/25/2007 11/05/2007 11:42 am	\$0 -
AMERICA FIRST FEDERAL CREDIT UNION (ET AL) ..MCKNIGHT, SHANNON E & RANDALL L	43633-2005 0 RSUBTEE	04/13/2005 04/25/2005 12:41 pm	\$0 <u>R Entry 105324 Year 2003</u> -
MC KNIGHT, RANDY & SHANNON ..SOUTHERN FOODS GROUP LP	32008-2005 0 QCD	03/09/2005 03/28/2005 04:44 pm	\$10 -
MC KNIGHT, RANDY & SHANNON ..SOUTHERN FOODS GROUP LP	32007-2005 0 WD	03/09/2005 03/28/2005 04:44 pm	\$10 -
WILKES, RUSSELL L (ET AL) ..SOUTHERN FOODS GROUP LC	30125-2005 0 QCD	03/09/2005 03/23/2005 01:06 pm	\$10 -
AMERICA FIRST FEDERAL CREDIT UNION SUCTEE ..MC KNIGHT, SHANNON E & RANDALL L	168401-2003 0 REC	10/01/2003 10/20/2003 12:42 pm	\$0 <u>R Book 5272 Page 471</u> -
CHASE MANHATTAN MORTGAGE CORPORATION (ET AL) ..MCKNIGHT, RANDALL L & SHANNON E	141376-2003 0 RSUBTEE	08/14/2003 08/27/2003 05:00 pm	\$0 <u>R Book 4963 Page 334</u> -
MC KNIGHT, SHANNON E & RANDALL L ..AMERICA FIRST CREDIT UNION	105324-2003 0 D TR	07/09/2003 07/14/2003 02:21 pm	\$105,600 <u>R Entry 43633 Year 2005</u> -
AMERICA FIRST CREDIT UNION ..WHOM OF INTEREST	129315-1999 5272 475 RC	11/12/1999 11/15/1999 01:05 pm	\$0 <u>X Book 4963 Page 334</u> -
MC KNIGHT, SHANNON E & RANDALL L ..AMERICA FIRST CREDIT UNION	120314-1999 5272 471 TR D	11/12/1999 11/15/1999 01:05 pm	\$12,000 <u>R Entry 168401 Year 2003</u> -
INWEST TITLE SERVICES INC SUCTEE ..MCKNIGHT, RANDALL L & SHANNON E	89553-1999 5179 216 REC	08/02/1999 08/10/1999 11:41 am	\$0 <u>R Book 2588 Page 801</u> -
UTAH HOUSING FINANCE AGENCY ..INWEST TITLE SERVICES INC SUCTEE	89552-1999 5179 215 SUB TEE	06/30/1999 08/10/1999 11:41 am	\$0 <u>X Book 2588 Page 801</u> -
BLACKBURN, TIMOTHY W TEE ..MCKNIGHT, RANDALL L & SHANNON E	45671-1999 5054 742 REC	03/30/1999 04/21/1999 09:44 am	\$0 <u>R Book 4040 Page 243</u> -
ACCESS MORTGAGE CORP ..CHASE MANHATTAN MORTGAGE CORPORATION	13269-1999 4963 343 AS	01/29/1999 02/03/1999 03:31 pm	\$0 <u>A Book 4963 Page 334</u> -
MC KNIGHT, RANDALL L & SHANNON E ..ACCESS MORTGAGE CORP	13268-1999 4963 334 D TR	01/29/1999 02/03/1999 03:30 pm	\$71,500 <u>A Book 4963 Page 343</u> -
BLACKBURN, TIMOTHY W TEE ..MC KNIGHT, SHANNON E & RANDALL L	75205-1996 4068 844 REC	08/31/1996 09/13/1996 09:12 am	\$0 <u>R Book 3162 Page 91</u> -
AMERICA FIRST CREDIT UNION ..WHOM OF INTEREST *Bk,Pg release error*	65076-1996 4040 247 RC	08/07/1996 08/08/1996 02:35 pm	\$0 <u>X Entry 0 Year 0 *</u> -

MC KNIGHT, RANDALL L & SHANNON E ..AMERICA FIRST CREDIT UNION	65075-1996 4040 243 FR D	08/07/1996 08/08/1996 02:35 pm	\$15,000 <u>R Book 5054 Page 742</u>
AMERICA FIRST CREDIT UNION ..WHOM OF INTEREST *Bk,Pg release error*	35223-1993 3162 95 RC	05/29/1993 06/02/1993 12:08 pm	\$0 <u>X Entry 0 Year 0 *</u>
MC KNIGHT, SHANNON E & RANDALL L ..AMERICA FIRST CREDIT UNION	35222-1993 3162 91 FR D	05/29/1993 06/02/1993 12:08 pm	\$10,000 <u>R Book 4068 Page 844</u>
UTAH HOUSING FINANCE AGENCY ..MEDALLION MORTGAGE COMPANY	20758-1989 2613 669 AS	06/14/1989 07/21/1989 12:15 pm	\$0 <u>A Book 2588 Page 801</u>
MC KNIGHT, RANDALL L & SHANNON E ..MEDALLION MORTGAGE COMPANY	20757-1989 2613 662 TR D	04/06/1989 07/21/1989 12:14 pm	\$56,674 <u>R Book 5179 Page 216</u>
MEDALLION MORTGAGE COMPANY ..UTAH HOUSING FINANCE AGENCY	8917-1989 2588 808 AS	04/05/1989 04/06/1989 04:33 pm	\$0 <u>A Book 2588 Page 801</u>
MC KNIGHT, RANDALL L & SHANNON E ..MEDALLION MORTGAGE COMPANY	8916-1989 2588 801 TR D	04/06/1989 04/06/1989 04:31 pm	\$56,674 <u>A Book 2588 Page 808</u>
PRESTWICH ARMELDO LIVING TRUST (ET AL) ..MCKNIGHT, RANDALL L & SHANNON E	8915-1989 2588 800 WD	04/06/1989 04/06/1989 04:29 pm	\$10
OREM CITY OF ..WHOM OF INTEREST	35761-1986 2350 266 N	09/30/1986 10/20/1986 01:07 pm	\$0 <u>1640 1985</u>
PRESTWICH, LYLIA JEAN JOHNSON DEC ..PRESTWICH, ARMELDO	1641-1985 2192 29 AF DC	11/30/1984 01/21/1985 09:26 am	\$0 <u>X Entry 0 Year 0 *</u> <u>1640 1985</u>
PRESTWICH, ARMELDO ..PRESTWICH, ARMELDO TEE	1640-1985 2192 28 QCD	11/30/1984 01/21/1985 09:25 am	\$10 <u>19698 1974</u>

Additional Information ▼

[Main Menu](#)

[Comments or Concerns on Value/Appraisal - Assessor's Office](#)

[Documents/Owner/Parcel information - Recorder's Office](#)

[Address Change for Tax Notice](#)

This page was created on 5/16/2023 4:47:21 PM

GRANTEE'S ADDRESS FOR TAX NOTICES:

WDG OREM COMMONS, LLC
1178 Legacy Crossing Blvd., Suite 100
Centerville, Utah 84014

SPECIAL WARRANTY DEED

FIRST AMERICAN TITLE
#NCS 1002-145105-RTT

STATE OF UTAH §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF UTAH §

SOUTHERN FOODS GROUP, LLC, a Delaware limited liability company, (whether one or more, "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by **WDG OREM COMMONS, LLC**, a Utah limited liability company (whether one or more, "Grantee"), the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, liens, encumbrances, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of that certain lot, tract or parcel of land more particularly described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

TOGETHER WITH, all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties, and (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

This conveyance is made subject and subordinate to the following permitted exceptions ("Permitted Exceptions"): current taxes and assessments not yet due and payable and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way, easements and other matters of record; all zoning ordinances or statutes and building, use and occupancy restrictions of public record; all public and private roads and easements; all matters that would be disclosed or apparent on a current survey, all of the foregoing without limitation or expansion of the scope of the special warranty herein contained.

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions as aforesaid, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, forever. Grantor does hereby covenant with Grantee and it assigns that, subject to the Permitted Exceptions, Grantor is lawfully seized of said Property and that Grantor has the good right and lawful authority to convey the same. Grantor does hereby bind Grantor, and Grantor's successors and assigns, to WARRANT and FOREVER DEFEND, all and singular, the Property, subject to the Permitted Exceptions, unto Grantee, and Grantee's heirs, executors, administrators, personal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

Except as specifically stated herein, Grantor hereby specifically disclaims any warranty, guaranty, or representation, oral or written, past, present or future, of, as, to, or concerning (i) the nature and condition of the Property, including but not by way of limitation, the water, soil, geology and the suitability thereof, and of the Property, for any and all activities and uses which Grantee may elect to conduct thereon or any improvements Grantee may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations or any other matter or thing relating to or affecting the same; (ii) the manner of construction and condition and state of repair or lack of repair of any improvements located thereon; (iii) except for any warranties contained herein, the nature and extent of any easement, right-of-way, lease, possession, lien, encumbrance, license, reservation, condition or otherwise; and (iv) the compliance of the Property or the operation of the Property with any laws, rules, ordinances, or regulations of any government or other body. THE CONVEYANCE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS" BASIS, AND GRANTEE ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREIN, EXCEPT AS OTHERWISE SPECIFIED HEREIN, GRANTOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

EXECUTED as of the 11th day of September, 2018.

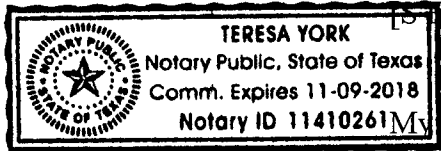
GRANTOR:

SOUTHERN FOODS GROUP, LLC,
a Delaware limited liability company

By: *Scott Graham*
Name: SCOTT GRAHAM
Title: SENIOR VICE PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was ACKNOWLEDGED before me, on the 11th day of September, 2018, by Scott Graham of Southern Foods Group, LLC, a Delaware limited liability company, on behalf of said company.



[S] A L] *Teresa York*
Notary Public, State of Texas
Commission Expires: 11-09-2018
Printed Name of Notary Public: Teresa York

When recorded, return to:

Return to: T. Shanks
Republic Title of Texas, Inc.
2626 Howell Street, 10th Floor
Dallas, Texas 75204

EXHIBIT A**LEGAL DESCRIPTION**

PARCEL 1:

COMMENCING 9.615 CHAINS SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN; THENCE WEST 87.00 FEET; THENCE NORTH 100.00 FEET; THENCE EAST 87.00 FEET; THENCE SOUTH 100.00 FEET TO THE PLACE OF BEGINNING.

Tax Parcel No. 18:046:0047

PARCEL 2:

COMMENCING AT A POINT ON THE NORTH LINE OF 900 SOUTH STREET, POINT IS 9.615 CHAINS SOUTH AND 87 FEET WEST FROM THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 53 FEET; THENCE NORTH 100 FEET; THENCE EAST 53 FEET; THENCE SOUTH 100 FEET TO THE BEGINNING.

Tax Parcel No. 18:046:0048

PARCEL 3:

COMMENCING AT A POINT LOCATED SOUTH 0°32'44" EAST ALONG THE ONE-QUARTER SECTION LINE 3011.26 FEET AND WEST 12.15 FEET FROM THE NORTH ONE-QUARTER CORNER OF SECTION 23, TOWNSHIP 6 SOUTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 0°32'57" EAST ALONG 400 EAST STREET 189.08 FEET; THENCE NORTH 88°30'01" WEST ALONG A FENCE LINE 140.00 FEET; THENCE SOUTH 0°32'57" EAST PARTIALLY ALONG A FENCE LINE 100.06 FEET; THENCE NORTH 88°31'33" WEST ALONG 900 SOUTH STREET 360.00 FEET; THENCE NORTH 18°31'44" WEST ALONG STATE STREET 435.10 FEET; THENCE ALONG FENCE LINES AS FOLLOWS: SOUTH 88°26'30" EAST 353.64 FEET, SOUTH 0°29'33" EAST 133.72 FEET, NORTH 89°18'49" EAST 247.82 FEET, NORTH 83°01'10" EAST 33.11 FEET TO THE POINT OF BEGINNING

Tax Parcel No. 18:046:0066

4000
20/16
Republic Title of Texas Inc
1909 Woodall Rodgers Frwy.
#400
Dallas TX 75201

ENT 928:2002 PG 1 of 16
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Jan 03 3:06 pm FEE 20.00 BY AB
RECORDED FOR REPUBLIC TITLE OF TEXAS INC

Drawn By and Return To:
Moore & Van Allen, PLLC (ESB)
100 North Tryon Street, Suite 4700
Charlotte, North Carolina 28202-4003

M
②

DEED OF TRUST AND SECURITY AGREEMENT

STATE OF UTAH

COUNTY OF UTAH

THIS DEED OF TRUST AND SECURITY AGREEMENT COVERS GOODS WHICH ARE OR ARE TO BECOME FIXTURES, IS EFFECTIVE AS A FINANCING STATEMENT FILED AS A FIXTURE FILING AND IS TO BE FILED IN THE REAL ESTATE RECORDS.

THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is made and entered into as of the 21st day of December, 2001, by and among SOUTHERN FOODS GROUP, L.P., a Delaware limited partnership, whose address is c/o Dean Foods Company, 2515 McKinney Avenue, Suite 1200, Dallas, Texas 75201, Attn: Treasurer (the "Grantor"), METRO NATIONAL TITLE, 111 East Broadway, Suite 111, Salt Lake City, Utah 84111 (the "Trustee") and FIRST UNION NATIONAL BANK, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for the lenders from time to time party to the Credit Agreement described herein (the "Lenders"), with a mailing address of Charlotte Plaza, 23rd Floor, 201 South College Street, Charlotte, North Carolina 28288-0608, Attn: Syndication Agency Services.

RECITALS

WHEREAS, the Lenders have agreed to make available to Dean Foods Company (formerly known as Suiza Foods Corporation), a Delaware corporation (the "Borrower"), certain financial accommodations, including, but not limited to, the Loans, as defined in and pursuant to the terms of that certain Credit Agreement dated as of July 31, 2001 by and among the Borrower, certain domestic subsidiaries of the Borrower (individually, a "Guarantor" and collectively, the "Guarantors"), the Administrative Agent, several banks and other financial institutions as may from time to time become parties thereto (collectively, the "Lenders" and individually a "Lender"), Bank One, NA, as Syndication Agent thereunder, and First Union Securities, Inc. and BancOne Capital Markets, Inc., as Co-Lead Arrangers and Joint Book Runners (as amended,

modified, supplemented, extended, renewed, restated or replaced from time to time, the "Credit Agreement"). All terms used but not otherwise defined herein shall have the meanings provided in the Credit Agreement;

WHEREAS, the Grantor is one of the Guarantors of the Borrower's obligations under the Credit Agreement and the other Credit Documents; and

WHEREAS, the Borrower is required by the Credit Agreement to cause the Grantor to execute and deliver this Deed of Trust as security for the Secured Obligations (as defined herein), which the Grantor is willing to do in consideration of the agreement of the Lenders to make the Loans and other financial accommodations available to the Borrower pursuant to the terms of the Credit Agreement.

WITNESSETH:

In consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor irrevocably grants, mortgages, warrants, bargains, sells, pledges, remises, aliens, assigns, conveys, transfers and sets over to the Trustee, and the Trustee's successors and assigns, for the benefit of the Administrative Agent and the Administrative Agent's successors and permitted assigns, WITH POWER OF SALE, and with all statutory rights and covenants in the state and subject to the further terms of this Deed of Trust and the terms of the Notes and the Credit Agreement incorporated herein by reference, all of the Grantor's right, title and interest (thereunder or otherwise) in and to the following described land, real property interests, buildings, improvements, fixtures, furniture and appliances and other personal property:

(a) All that tract or parcel of land and other real property interests in Utah County, Utah more particularly described in Exhibit A attached hereto and made a part hereof together with all of Grantor's right, title and interest in, to and under all rights of way, easements, privileges and appurtenances relating or appertaining to such real estate and all water and water rights, sewer and sewer rights, ditches and ditch rights, minerals, oil and gas rights, royalties, lease or leasehold interests owned by the Grantor, now or hereafter used in connection with or appurtenant to or related to such real estate, and all interests of the Grantor now owned or hereafter acquired in and to streets, roads, alleys and public places, now or hereafter used in connection with such real estate, and all existing or future licenses, contracts, permits and agreements required in connection with the legal occupancy, ownership, operation or maintenance of such real estate, and any and all insurance proceeds, and any and all awards, including interest, previously or hereafter made to the Grantor for taking by eminent domain or in lieu thereof (collectively, the "Land"); and

(b) All buildings and improvements of every kind and description now or hereafter erected or placed on the Land (the "Improvements") and all materials intended for construction, reconstruction, alteration and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within

the Premises (as hereinafter defined) immediately upon the delivery thereof to the Land, and all fixtures and articles of personal property now or hereafter owned by the Grantor and attached to or contained in and used in connection with the Land and the Improvements including, but not limited to, all furniture, furnishings, apparatus, machinery, equipment, motors, elevators, supplies, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and the Improvements in any manner (the "Tangible Personalty") and all proceeds of the Tangible Personalty (hereinafter, the Land, the Improvements and the Tangible Personalty may be collectively referred to as the "Premises").

TO HAVE AND HOLD the same, together with all privileges, hereditaments, easements and appurtenances thereunto belonging, to the Trustee and the Trustee's successors and assigns for the benefit of the Administrative Agent, and the Administrative Agent's successors and assigns as security for the Secured Obligations.

As additional security for the Secured Obligations, the Grantor hereby transfers and assigns to the Administrative Agent and grants to the Administrative Agent, for the benefit of the Lenders, a security interest in all right, title and interest of the Grantor in and to all of the following:

(i) All security deposits, rents, issues, profits and revenues of the Premises from time to time accruing (the "Rents and Profits") and all existing and future leases, subleases, licenses and other agreements for the use and occupancy of all or part of the Premises, together with all guarantees of the lessee's obligations thereunder (collectively, the "Leases"), whether oral or written, for a definite term or month-to-month. This assignment shall extend to and cover any and all extensions and renewals and future leases and to any and all present and future rights against guarantor(s) of any such obligations and to any and all Rents and Profits collected under the Leases or derived from the Premises. In pursuance of this assignment, and not in lieu hereof, the Grantor shall, upon request from the Administrative Agent, execute and deliver to the Administrative Agent separate specific assignments of rents and leases covering some or all of the Leases, the terms of such assignments being incorporated herein by reference. This assignment of leases is absolute and effective immediately and without possession; however, the Grantor shall have a revocable license to receive, collect and enjoy the Rents and Profits accruing from the Premises until an Event of Default has occurred. Upon the occurrence of any Event of Default, the license shall be revoked automatically, without need of notice, possession, foreclosure or any other act or procedure, and all Rents and Profits assigned hereby shall thereafter be payable to the Administrative Agent.

(ii) All insurance policies and proceeds thereof, condemnation awards, any and all leases of personal property (including equipment leases), rental agreements, sales contracts, management contracts, franchise agreements, construction contracts, architects' contracts, technical services agreements, or other contracts, licenses and permits now or hereafter affecting the Premises, all accounts located on the Premises (including rights to payment for goods sold or

leased or to be sold or leased or for services rendered or to be rendered), escrows, documents, instruments, chattel paper, claims, deposits and general intangibles, as the foregoing terms are defined in the Utah Uniform Commercial Code, as amended, and all franchises, trade names, trademarks, symbols, service marks, books, records, plans, specifications, designs, drawings, permits, licenses, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods or services for or in connection with any construction, repair or other work upon the Premises, and any contract for management or any other provision of service in connection with the Premises), approvals, actions, refunds of real estate taxes and assessments and any other governmental impositions related to the Premises, approvals, actions and causes of action that 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 (all of the foregoing being referred to herein as the "Intangible Personalty") or any part thereof, and the Grantor agrees to execute and deliver to the Administrative Agent such additional instruments, in form and substance reasonably satisfactory to the Administrative Agent, as may hereafter be reasonably requested by the Administrative Agent to evidence and confirm said assignment; provided, however, that acceptance of any such assignment shall not be construed as a consent by the Administrative Agent to any lease, rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other contract, license or permit, or to impose upon the Administrative Agent any obligation with respect thereto.

(iii) All proceeds, products, offspring, rents and profits from any of the foregoing, including, without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

All the Tangible Personalty which comprise a part of the Premises shall, as far as permitted by law, be deemed to be affixed to the aforesaid Land and conveyed therewith. As to the balance of the Tangible Personalty and the Intangible Personalty, this Deed of Trust shall be considered to be a security agreement which creates a security interest in such items for the benefit of the Administrative Agent. In that regard, the Grantor grants to the Administrative Agent all of the rights and remedies of a secured party under the Utah Uniform Commercial Code, as amended, and grants to the Administrative Agent a security interest in all of the Tangible Personalty and all of the Intangible Personalty.

The Grantor, the Trustee and the Administrative Agent covenant, represent and agree as follows:

ARTICLE I

Secured Obligations

1.1 Secured Obligations. This Deed of Trust secures the prompt payment, performance and observance of all Credit Party Obligations and all obligations of the Grantor, the Borrower and the Guarantors under the Credit Agreement, the Notes, this Deed of Trust and each of the other Credit Documents, and any other documents executed in connection therewith (the "Secured Obligations").

The Secured Obligations are, in part, a revolving line of credit facility and the total amount secured hereby may decrease or increase from time to time, but the total unpaid balance secured by this Deed of Trust at any one time shall not exceed the principal sum of \$2,700,000,000.00, unless said amount is increased by a Future Advance (as defined below). Further, the Administrative Agent has agreed to limit its recovery against the real property collateral secured hereby to the sum of \$1,446,293.00, which is the value of said real property.

1.2 Future Advances. The Lenders may advance or loan additional sums (herein "Future Advances") to the Borrower. This Deed of Trust shall secure not only existing indebtedness, but also such Future Advances, with interest thereon, whether such advances are obligatory or to be made at the option of the Lenders, or otherwise to the same extent as if such Future Advances were made on the date of execution of this Deed of Trust. The total unpaid balance so secured at any one time as increased by such Future Advances shall not exceed twice the original principal amount secured hereby, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Premises, with interest on such disbursements.

ARTICLE II

The Grantor's Covenants, Representations and Agreements

2.1 Title to Property. The Grantor represents and warrants to the Administrative Agent that (a) it is the fee owner of the Land and is the owner of the Improvements and the Tangible Personalty (to the extent such Tangible Personalty does not constitute fixtures), and has the right to convey the same, (b) that as of the date hereof title to such property is free and clear of all encumbrances except for the matters shown on the title insurance policy accepted by the Administrative Agent in connection with this Deed of Trust (the "Permitted Encumbrances") and the Permitted Liens, and (c) it will warrant and defend the title to such property except for the Permitted Encumbrances and the Permitted Liens against the claims of all Persons. As to the balance of the Premises, the Rents and Profits and the Intangible Personalty, the Grantor represents and warrants that it has title to such property, that title as of the date hereof to such property is free and clear of all encumbrances except for the Permitted Encumbrances and the Permitted Liens, that it has the right to convey such property and that it will warrant and defend such property except for the Permitted Encumbrances and the Permitted Liens against the claims of all Persons.

2.2 Taxes and Fees. The Grantor will pay all taxes, general and special assessments, insurance premiums, permit fees, inspection fees, license fees, water and sewer charges, franchise fees and equipment rents and any other charges or fees against it or the Premises (and the Grantor, upon request by the Administrative Agent, will submit to the Administrative Agent receipts evidencing said payments), except as permitted by Section 5.3 of the Credit Agreement.

2.3 Reimbursement. The Grantor agrees that if it shall fail to pay on or before the date that the same become delinquent any tax, assessment or charge levied or assessed against the Premises or any utility charge, whether public or private, or any insurance premium or if it shall fail to procure the insurance coverage and the delivery of the insurance certificates required

hereunder, or if it shall fail to pay any other charge or fee described in Sections 2.2, 2.3 or 2.6 hereof, then, upon ten (10) days' prior written notice to the Grantor (unless such delay would be adverse to the interests of the Lenders and, in such event, as the Administrative Agent deems necessary) the Administrative Agent, at its option, may pay or procure the same and will give the Grantor prompt written notice of any such expenditures. The Grantor will reimburse the Administrative Agent upon demand for any sums of money paid by the Administrative Agent pursuant to this Section, together with interest on each such payment at the default rate of interest provided in Section 2.10(b) of the Credit Agreement, and all such sums and interest thereon shall be secured hereby.

2.4 Additional Documents. The Grantor agrees to execute and deliver to the Administrative Agent, concurrently with the execution of this Deed of Trust and upon the written request of the Administrative Agent from time to time hereafter, all financing statements and other documents reasonably required to perfect and maintain the security interest created hereby. The Grantor hereby irrevocably makes, constitutes and appoints the Administrative Agent as the true and lawful attorney of the Grantor to sign the name of the Grantor on any financing statement, continuation of financing statement or similar document required to perfect or continue such security interests.

2.5 Sale or Encumbrance. Except as permitted by the Credit Agreement, the Grantor will not sell, encumber or otherwise dispose of any of the Tangible Personalty except to incorporate such into the Improvements or replace such with goods of quality and value at least equal to that replaced. In the event the Grantor sells or otherwise disposes of any of the Tangible Personalty in contravention of the foregoing sentence, the Administrative Agent's security interest in the proceeds of the Tangible Personalty shall continue pursuant to this Deed of Trust.

2.6 Fees and Expenses. The Grantor will promptly pay upon demand any and all reasonable costs and expenses of the Administrative Agent, (a) as required under the Credit Agreement and (b) as necessary to protect the Premises, the Rents and Profits or the Intangible Personalty or to exercise any rights or remedies under this Deed of Trust or with respect to the Premises, Rents and Profits or the Intangible Personalty. All of the foregoing costs and expenses shall be Secured Obligations.

2.7 Leases and Other Agreements. Without first obtaining on each occasion the written approval of the Administrative Agent, the Grantor shall not, except as permitted by the Credit Agreement, enter into, cancel, surrender or materially modify or permit the cancellation of any material lease (including any equipment lease), rental agreement, management contract, franchise agreement, construction contract, technical services agreement or other material contract, license or permit now or hereafter affecting the Premises, or materially modify any of said instruments, or accept or permit to be made, any prepayment (more than one month) of any installment of rent or fees thereunder. Certified copies of each such approved material lease or other material agreement not previously delivered to the Administrative Agent shall be submitted to the Administrative Agent as soon as possible. The Grantor shall faithfully keep and perform, or cause to be kept and performed, in all material respects, all of the covenants, conditions, and agreements contained in each of said agreements, now or hereafter existing, on the part of the Grantor to be kept and performed (including performance of all covenants to be performed under any and all leases of the Premises or any part thereof) and shall at all times use commercially

reasonable efforts to enforce, with respect to each other party to said agreements, all obligations, covenants and agreements by such other party to be performed thereunder, to the extent failure to do so could reasonably be expected to have a Material Adverse Effect.

2.8 Maintenance of Premises. The Grantor will abstain from and will not permit the commission of waste in or about the Premises and will maintain, or cause to be maintained (subject to reconstruction periods after the occurrence of damage to the Premises), the Premises in good condition and repair, reasonable wear and tear excepted.

2.9 Insurance. The Grantor shall maintain insurance for the Premises as set forth in Section 5.5 of the Credit Agreement. In addition to the requirements set forth in Section 5.5 of the Credit Agreement, if any part of the Improvements is located in an area having "special flood hazards" as defined in the Federal Flood Disaster Protection Act of 1973, upon the written request of the Administrative Agent, a flood insurance policy as may be required by law naming the Administrative Agent as mortgagee must be submitted to the Administrative Agent. The policy must be in such amount, covering such risks and liabilities and with such deductibles or self-insurance retentions as are in accordance with normal industry practice.

2.10 Eminent Domain. The Grantor assigns to the Administrative Agent any proceeds or awards that may become due by reason of any condemnation or other taking for public use of the whole or any part of the Premises or any rights appurtenant thereto to which the Grantor is entitled. The Grantor agrees to execute such further assignments and agreements as may be reasonably required by the Administrative Agent to assure the effectiveness of this Section. In the event any Governmental Authority shall require or commence any proceedings for the demolition of any buildings or structures comprising a part of the Premises, or shall commence any proceedings to condemn or otherwise take pursuant to the power of eminent domain a material portion of the Premises, the Grantor shall promptly notify the Administrative Agent of such requirement or commencement of proceedings (for demolition, condemnation or other taking).

2.11 Releases and Waivers. The Grantor agrees that no release by the Administrative Agent of any portion of the Premises, the Rents and Profits or the Intangible Personalty, no subordination of any Lien, no forbearance on the part of the Lenders or the Administrative Agent to collect on the Secured Obligations, or any part thereof, no waiver of any right granted or remedy available to the Administrative Agent and no action taken or not taken by the Administrative Agent shall in any way have the effect of releasing the Grantor from full responsibility to the Lenders and the Administrative Agent for the complete discharge of each and every of the Grantor's obligations hereunder.

2.12 Licenses. All certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy (either temporary or permanent), licenses, permits required for the legal use, occupancy and operation of the Premises have been obtained and are in full force and effect. The Premises are free of material damage and are in good repair, and there is no proceeding pending for the total or partial condemnation of, or affecting, the Premises.

2.13 Assignment of Leases and Grantor Collection of Rents and Profits.

(a) The Grantor hereby authorizes and directs any lessees or tenants of the Premises that, upon written notice from the Administrative Agent, all Rents and Profits and all payments required under the Leases, or in any way respecting same, shall be made directly to the Administrative Agent as they become due. The Grantor hereby relieves said lessees and tenants from any liability to the Grantor by reason of said payments being made to the Administrative Agent. Nevertheless, until the Administrative Agent notifies in writing said lessees and tenants to make such payments to the Administrative Agent, the Grantor shall be entitled to collect all such Rents and Profits and/or payments. The Administrative Agent is hereby authorized to give such notification following an Event of Default.

(b) Any and all Rents and Profits collected by the Administrative Agent may be applied in the manner set forth in Section 2.8(b) of the Credit Agreement. Receipt by the Administrative Agent of such Rents and Profits shall not constitute a waiver of any right that the Administrative Agent may enjoy under this Deed of Trust, the Credit Documents or under the laws of the State of Utah, nor shall the receipt and application thereof cure any default hereunder nor affect any foreclosure proceeding or any sale authorized by this Deed of Trust, the Credit Documents and the laws of the State of Utah.

(c) The Administrative Agent does not consent to, does not assume and shall not be liable for any obligation of the lessor under any of the Leases and all such obligations shall continue to rest upon the Grantor as though this assignment had not been made. The Administrative Agent shall not be liable for the failure or inability to collect any Rents and Profits.

ARTICLE III

Event of Default

An event of default ("Event of Default") shall exist under the terms of this Deed of Trust upon the existence of an Event of Default under the terms of the Credit Agreement or any other Credit Document or the failure of the Grantor to perform any covenant, agreement or obligation under this Deed of Trust.

ARTICLE IV

Acceleration; Foreclosure

4.1 Acceleration of Loans. Upon the occurrence and during the continuance of an Event of Default and otherwise in compliance with Section 7.2 of the Credit Agreement, the entire balance of the Secured Obligations shall, at the option of the Administrative Agent, become immediately due and payable.

4.2 Foreclosure. The Trustee is hereby granted a power of sale. Upon failure to pay the Secured Obligations in full at any stated or accelerated maturity, the Administrative Agent may foreclose the lien of this Deed of Trust pursuant to the power of sale granted herein or by judicial proceeding in a manner permitted by applicable law.

4.3 Proceeds of Sale. Following a foreclosure sale, the proceeds of such sale shall, subject to applicable law, be applied in accordance with Section 2.8(b) of the Credit Agreement.

4.4 Delivery of Possession After Foreclosure. In the event there is a foreclosure sale hereunder and at the time of such sale, the Grantor or the Grantor's heirs, devisees, representatives, successors or assigns are occupying or using the Premises, or any part thereof, each and all immediately shall become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser; and to the extent permitted by applicable law, the purchaser at such sale, notwithstanding any language herein apparently to the contrary, shall have the sole option to demand possession immediately following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

ARTICLE V

Additional Rights and Remedies of the Administrative Agent

5.1 Rights Upon Maturity or an Event of Default. Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, immediately and without additional notice and without liability therefor to the Grantor and to the extent permitted by applicable law, except for its own gross negligence or willful misconduct, may do or cause to be done any or all of the following: (a) take physical possession of the Premises; (b) exercise its right to collect the Rents and Profits; (c) enter into contracts for the completion, repair and maintenance of the Improvements thereon; (d) expend Loan funds and any rents, income and profits derived from the Premises for payment of any taxes, insurance premiums, assessments and charges for completion, repair and maintenance of the Improvements, preservation of the lien of this Deed of Trust and satisfaction and fulfillment of any liabilities or obligations of the Grantor arising out of or in any way connected with the construction of the Improvements on the Premises whether or not such liabilities and obligations in any way affect, or may affect, the lien of this Deed of Trust; (e) enter into leases demising the Premises or any part thereof; (f) take such steps to protect and enforce the specific performance of any covenant, condition or agreement in the Notes, this Deed of Trust, the Credit Agreement, or the other Credit Documents, or to aid the execution of any power herein granted; (g) generally, supervise, manage, and contract with reference to the Premises as if the Administrative Agent were the equitable owner of the Premises; (h) seek the appointment of a receiver as provided in Section 5.2 below; (i) exercise any or all of the remedies available to a secured party under the Utah Uniform Commercial Code, as amended, including, but not limited to, selling, leasing or otherwise disposing of any fixtures and personal property that is encumbered hereby at public

sale, with or without having such fixtures or personal property at the place or sale, and upon such terms and in such manner as the Administrative Agent may determine; and (j) exercise any or all of the remedies of a secured party under the Utah Uniform Commercial Code, as amended, with respect to the Tangible Personalty and the Intangible Personalty. The Grantor also agrees that any of the foregoing rights and remedies of the Administrative Agent may be exercised at any time independently of the exercise of any other such rights and remedies, and the Administrative Agent may continue to exercise any or all such rights and remedies until the Event(s) of Default are cured or waived with the consent of the Required Lenders or the Lenders (as required by the Credit Agreement) or until foreclosure and the conveyance of the Premises or until the Secured Obligations are satisfied or paid in full and the Commitment is terminated.

5.2 Appointment of Receiver. If upon the maturity of any of the Secured Obligations, the same remain unpaid, or upon the occurrence and continuance of an Event of Default, the Administrative Agent as a matter of right shall be entitled to the appointment of a receiver or receivers for all or any part of the Premises, to take possession of and to operate the Premises, and to collect the rents, issues, profits, and income thereof, all expenses of which shall become Secured Obligations, whether such receivership be incident to a proposed sale (or sales) of such property or otherwise, and without regard to the value of the Premises or the solvency of any Person or Persons liable for the payment of any Secured Obligations, and the Grantor does hereby irrevocably consent to the appointment of such receiver or receivers, waives any and all defenses to such appointment, and agrees not to oppose any application therefor by the Administrative Agent. Nothing herein is to be construed to deprive the Administrative Agent of any other right, remedy or privilege it may have under the law to have a receiver appointed. Any money advanced by the Administrative Agent in connection with any such receivership shall be a demand obligation (which obligation the Grantor hereby promises to pay) owing by the Grantor to the Administrative Agent pursuant to this Deed of Trust.

5.3 Waivers. No waiver of any Event of Default shall at any time thereafter be held to be a waiver of any rights of the Administrative Agent stated anywhere in the Notes, this Deed of Trust, the Credit Agreement or any of the other Credit Documents, nor shall any waiver of a prior Event of Default operate to waive any subsequent Event(s) of Default. All remedies provided in this Deed of Trust, in the Notes, in the Credit Agreement and in the other Credit Documents are cumulative and may, at the election of the Administrative Agent, be exercised alternatively, successively, or in any manner and are in addition to any other rights provided by law.

ARTICLE VI

General Conditions

6.1 Terms. The singular used herein shall be deemed to include the plural; the masculine deemed to include the feminine and neuter; and the named parties deemed to include their heirs, successors and assigns. The term "Lender" shall include any of the Persons identified as a "Lender" on the signature pages to the Credit Agreement, and any Person that may become a Lender by way of assignment in accordance with the terms of the Credit Agreement, together with their successors and permitted assigns.

6.2 Notices. All notices and other communications required to be given hereunder shall have been duly given and shall be effective (a) when delivered, (b) when transmitted via telecopy (or other facsimile device) to the number set out below, (c) the Business Day following the day on which the same has been delivered prepaid (or on an invoice basis) to a reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties at the address or telecopy numbers set forth below, or at such other address as such party may specify by written notice to the other parties hereto.

to the Grantor:

Southern Foods Group, L.P.
 c/o Dean Foods Company
 2515 McKinney Avenue, Suite 1200
 Dallas, Texas 75201
 Attn: Treasurer
 Telecopier: (214) 303-3499
 Telephone: (214) 303-3400

if to the Administrative Agent:

First Union National Bank
 Charlotte Plaza, 23rd Floor
 201 South College Street
 Charlotte, North Carolina 28288-0608
 Attention: Syndication Agency Services
 Telecopier: (704) 383-0288
 Telephone: (704) 374-2698

with a copy to:

First Union National Bank
 One First Union Center, DC-5
 Charlotte, North Carolina 28288-0737
 Attention: Jorge Gonzalez
 Telecopier: (704) 715-1117
 Telephone: (704) 383-8461

6.3 Severability. If any provision of this Deed of Trust is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

6.4 Headings. The captions and headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Deed of Trust nor the intent of any provision hereof.

6.5 Conflicting Terms. In the event the terms and conditions of this Deed of Trust conflict with the terms and conditions of the Credit Agreement, the terms and conditions of the Credit Agreement shall control and supersede the provisions of this Deed of Trust with respect to such conflicts.

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

6.7 Substitution of Trustee. If, for any reason, (a) the Trustee shall resign or (b) the Administrative Agent shall elect to substitute a new trustee for the Trustee herein named (or for any successor to said Trustee), the Administrative Agent shall have the right to appoint such successor trustee(s) by duly acknowledged written instruments, and each new trustee immediately upon recordation of the instrument so appointing such new trustee shall become successor in title to the Premises for the uses and purposes of this Deed of Trust, with all the powers, duties and obligations conferred on the Trustee in the same manner and to the same effect as though such new trustee were named herein as the Trustee. If more than one new trustee has been appointed, each of such new trustees and each successor thereto shall be and hereby is empowered to act independently.

6.8 Release of this Deed of Trust. Upon the written request of the Grantor or the Borrower, the Administrative Agent agrees to release or terminate or cause to be released or terminated the lien of this Deed of Trust, to the extent requested, in the event of the sale, transfer or other disposition of the Premises or any portion thereof, by the Grantor in accordance with the terms of the Credit Agreement.

6.9 Special Filing as Financing Statement. This Deed of Trust constitutes a security agreement and a fixture financing statement as those terms are used in the Utah Uniform Commercial Code. From the date of its recording, this Deed of Trust shall be effective as a financing statement filed as a fixture filing with respect to the personal property, improvements and other fixtures located on or about the Premises which are or are to become fixtures located on the Land. For this purpose, the following information is set forth:

- (a) Name of the debtor: Southern Foods Group, L.P.
- (b) Name of representative of secured party: First Union National Bank
- (c) The goods or accounts covered by this financing statement are described on pages 2, 3, and 4 of this Deed of Trust.
- (d) The goods are or are to become fixtures related to the Premises.

PROVIDED ALWAYS, that if the Grantor, the Borrower or the Guarantors, or their successors and assigns, shall pay or cause to be paid and discharged unto the Administrative Agent, its successors and assigns, the Secured Obligations according to the terms of this Deed of Trust and the Credit Documents, and the Commitment shall have expired, then upon the request and at the expense of the Grantor, the Administrative Agent shall terminate this Deed of Trust. Except as provided in Section 6.8 above, it is agreed, by and between the Grantor and the

Administrative Agent, that the Grantor is to hold and enjoy the Premises until an Event of Default be made in the terms of this Deed of Trust.

IN WITNESS WHEREOF, the Grantor has executed this Deed of Trust and Security Agreement under seal as of the above written date.

SOUTHERN FOODS GROUP, L.P.,
a Delaware limited partnership

By: SFG Management Limited Liability Company,
a Delaware limited liability company

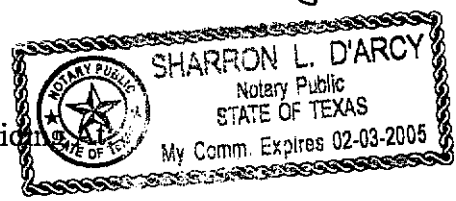
By: Michelle P. Goolsby
Name: Michelle P. Goolsby
Title: Vice President

STATE OF Texas)

COUNTY OF Dallas) : ss.

The foregoing instrument was acknowledged before me this 19th day of December, 2001, by Michelle P. Goolsby, the Vice President of SFG Management Limited Liability Company, a Delaware limited liability company, the general partner of Southern Foods Group, L.P., a Delaware limited partnership.

Sharon J Darcy
NOTARY PUBLIC



My commission expires:

Residence _____

PARCEL 1:

COMMENCING West along the quarter section line 300.00 feet and South 237.29 feet from the center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and thence South 1°30' East 208.66 feet; thence West 274.57 feet to the State Highway right of way; thence North 19°16' West along said right of way 194.53 feet; thence South 88°41' East 128.48 feet; thence North 0°54' West 78.29 feet; thence South 89°08' East 17.10 feet; thence South 57°08' East 9.43 feet; thence South 89°08' East 166.23 feet to the place of COMMENCEMENT.

PARCEL 2:

COMMENCING 373.6 feet South 0°23' East along the quarter section line from the center of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and thence North 89°20' West 303.7 feet; thence South 75.9 feet; thence South 89°20' East 304.00 feet to the quarter section line; thence North 0°23' West along the quarter section line 75.9 feet to the point of COMMENCEMENT.

PARCEL 3:

COMMENCING 373.89 feet South and 586.08 feet West and North 17°45' West 69.8 feet from the Northeast corner of the Southwest quarter of Section 23, Township 6 south, Range 2 East, Salt Lake Base and Meridian, and thence South 88°30' East 143 feet; thence North 80 feet; thence West 167.39 feet; thence South 17°45' East 80.02 feet to the place of COMMENCEMENT.

EXCEPTING THEREFROM the following described property: COMMENCING West along the quarter section line 300 feet and South 237.29 feet from the center of Section 23, township 6 South, Range 2 East, Salt Lake Base and Meridian, and thence South 1°30' East 208.66 feet; thence West 274.57 feet to the State Highway right of way; thence North 19°16' West along said right of way 149.53 feet; thence South 88°41' East 128.48 feet; thence North 0°54' West 78.29 feet; thence South 89°08' East 17.10 feet; thence South 57°08' East 9.43 feet; thence South 89°08' East 166.23 feet to the place of COMMENCEMENT.

PARCEL 4:

COMMENCING 6.81 chains South of the Northeast corner of the Southwest quarter of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and thence South 85.46 feet; thence West 140 feet; thence South 100 feet; thence West 355 feet; thence North 17°45' West 2.90 chains; thence East 8.50 chains to the place of COMMENCEMENT.

TOGETHER WITH any portion Southerly of the boundary as established by Boundary Line Agreement, recorded December 4, 1991, as Entry No. 47994, in Book 2862, at Page 146.

+++++

Tax Serial Number:
18-046-0047; 18-046-0048; 18-046-0066

RECORDATION REQUESTED BY:
Goldenwest Federal Credit Union
Corporate Branch
5025 South Adams Ave
Ogden, UT 84403

WHEN RECORDED MAIL TO:
Goldenwest Federal Credit Union
Corporate Branch
5025 South Adams Ave
Ogden, UT 84403

SEND TAX NOTICES TO:
WDG OREM COMMONS, LLC
1178 W LEGACY CROSSING BLVD.
CENTERVILLE, UT 84014

FOR RECORDER'S USE ONLY

397005

DEED OF TRUST

THIS DEED OF TRUST is dated September 16, 2019, among WDG OREM COMMONS, LLC, a Utah limited liability company, whose address is 1178 W LEGACY CROSSING BLVD., CENTERVILLE, UT 84014 ("Trustor"); Goldenwest Federal Credit Union, whose address is Corporate Branch, 5025 South Adams Ave, Ogden, UT 84403 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and GOLDENWEST FEDERAL CREDIT UNION, whose address is 5025 SOUTH ADAMS AVENUE, S. OGDEN, UT 84403 (referred to below as "Trustee").

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

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 900 SOUTH STATE STREET, OREM, UT 84097. The Real Property tax identification number is 18-046-0047; 18-046-0048; 18-046-0066.

Trustor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Trustor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Trustor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 2

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

TRUSTOR'S REPRESENTATIONS AND WARRANTIES. Trustor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Trustor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Trustor and do not result in a violation of any law, regulation, court decree or order applicable to Trustor; (d) Trustor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Trustor about Borrower (including without limitation the creditworthiness of Borrower).

TRUSTOR'S WAIVERS. Trustor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Trustor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Trustor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

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

Possession and Use. Until the occurrence of an Event of Default, Trustor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. This instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19, et seq.

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

Compliance With Environmental Laws. Trustor represents and warrants to Lender that: (1) During the period of Trustor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Trustor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Trustor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Trustor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Trustor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Trustor or to any other person. The representations and warranties contained herein are based on Trustor's due diligence in investigating the Property for Hazardous Substances. Trustor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Trustor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Trustor's ownership or interest in the Property, whether or not the same was or should have been known to Trustor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Wastes. Trustor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Trustor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Trustor shall not demolish or remove any Improvements from the Real Property without

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 3

Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Trustor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

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

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

Duty to Protect. Trustor agrees neither to abandon or leave unattended the Property. Trustor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property.

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

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

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

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

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Trustor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Trustor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Trustor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Trustor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Trustor shall maintain such other insurance, including but not limited to

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 4

hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Trustor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Trustor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Trustor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

Trustor's Report on Insurance. Upon request of Lender, however not more than once a year, Trustor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Trustor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Trustor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Trustor's failure to discharge or pay when due any amounts Trustor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Trustor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Trustor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

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

Defense of Title. Subject to the exception in the paragraph above, Trustor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed of Trust, Trustor shall defend the action at Trustor's expense. Trustor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Trustor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 5

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

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

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Trustor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Trustor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Trustor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Trustor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Trustor shall not remove, sever or detach the Personal Property from the Property. Upon default, Trustor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Trustor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Trustor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Trustor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 6

Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Trustor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Trustor. Unless prohibited by law or Lender agrees to the contrary in writing, Trustor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Trustor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Trustor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Trustor.

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

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

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Trustor or on Borrower's or Trustor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Trustor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Borrower's or Trustor's existence as a going business or the death of any member, the insolvency of Borrower or Trustor, the appointment of a receiver for any part of Borrower's or Trustor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Trustor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Trustor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Trustor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Trustor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Trustor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Trustor under the terms of any other agreement between Borrower or Trustor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Trustor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety,

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 7

or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

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

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment, is curable and if Trustor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Trustor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed of Trust, after Trustor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Trustor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

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

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

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

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

Tenancy at Sufferance. If Trustor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Trustor, Trustor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

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

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

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 8

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

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

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

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

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

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

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

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed of Trust or required by law, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed of Trust, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Notwithstanding any other provision of this Deed of Trust, all notices given under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Trustor agrees to keep Lender informed at all times of Trustor's current address. Unless otherwise provided by applicable law, if there is more than one Trustor, any notice given by Lender to any Trustor is deemed to be notice given to all Trustors.

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

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

Annual Reports. If the Property is used for purposes other than Trustor's residence, Trustor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Trustor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 9

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

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

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Utah.

Choice of Venue. If there is a lawsuit, Trustor agrees upon Lender's request to submit to the jurisdiction of the courts of Weber County, State of Utah.

Joint and Several Liability. All obligations of Borrower and Trustor under this Deed of Trust shall be joint and several, and all references to Trustor shall mean each and every Trustor, and all references to Borrower shall mean each and every Borrower. This means that each Trustor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

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

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

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

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

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

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Goldenwest Federal Credit Union, and its successors and assigns.

Borrower. The word "Borrower" means WDG OREM COMMONS, LLC; MILLCREEK PARTNERS LLC; and GARY M. WRIGHT and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without

**DEED OF TRUST
(Continued)**

Loan No: 3770894.01

Page 10

limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Trustor's obligations or expenses incurred by Trustee or Lender to enforce Trustor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Goldenwest Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated September 16, 2019, in the original principal amount of \$2,300,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

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

Trustee. The word "Trustee" means GOLDENWEST FEDERAL CREDIT UNION, whose address is 5025 SOUTH ADAMS AVENUE, S. OGDEN, UT 84403 and any substitute or successor trustees.

Trustor. The word "Trustor" means WDG OREM COMMONS, LLC.

DEED OF TRUST
(Continued)

Loan No: 3770894.01

Page 11

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

TRUSTOR:

WDG OREM COMMONS, LLC

MILLCREEK PARTNERS LLC, Manager of WDG OREM COMMONS, LLC

TETON LAND COMPANY, L.L.C., Manager of MILLCREEK PARTNERS LLC

By: [Signature]
SPENCER H. WRIGHT, Manager of TETON LAND COMPANY, L.L.C.

By: [Signature]
GARY M. WRIGHT, Manager of TETON LAND COMPANY, L.L.C.

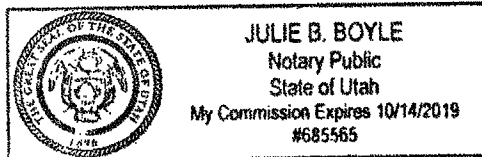
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Davis)

On this 9th day of September, 2019, before me, the undersigned Notary Public, personally appeared SPENCER H. WRIGHT, Manager of TETON LAND COMPANY, L.L.C., Manager of MILLCREEK PARTNERS LLC, Manager of WDG OREM COMMONS, LLC and GARY M. WRIGHT, Manager of TETON LAND COMPANY, L.L.C., Manager of MILLCREEK PARTNERS LLC, Manager of WDG OREM COMMONS, LLC, and known to me to be members or designated agents of the limited liability company that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the limited liability company.

By [Signature]
Notary Public in and for the State of Utah

Residing at Davis County, Utah
My commission expires 10-14-2019



Loan No: 3770894.01

**DEED OF TRUST
(Continued)**

Page 12

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____

By: _____

Its: _____

**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 397005

The land referred to herein is situated in the County of Utah, State of Utah, and is described as follows:

Parcel 1:

Commencing 9.615 chains South of the Northeast Corner of the Southwest Quarter of Section 23, Township 6 South, Range 2 East of the Salt Lake Base and Meridian; thence West 87.00 feet; thence North 100.00 feet; thence East 87.00 feet; thence South 100.00 feet to the place of beginning.

Tax ID No. 18-046-0047

Parcel 2:

Commencing at a point on the North line of 900 South Street, point is 9.615 chains South and 87 feet West from the Northeast corner of the Southwest Quarter of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 53 feet; thence North 100 feet; thence East 53 feet; thence South 100 feet to the beginning.

Tax ID No. 18-046-0048

Parcel 3:

Commencing at a point located South 0°32'44" East along the One-Quarter Section Line 3011.26 feet and West 12.15 feet from the North One-Quarter corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 0°32'57" East along 400 East Street 189.08 feet; thence North 88°30'01" West along a fence line 140.00 feet; thence South 0°32'57" East partially along a fence line 100.06 feet; thence North 88°31'33" West along 900 South Street 360.00 feet; thence North 18°31'44" West along State Street 435.10 feet; thence along fence lines as follows: South 88°26'30" East 353.64 feet, South 0°29'33" East 133.72 feet, North 89°18'49" East 247.82 feet, North 83°01'10" East 33.11 feet to the point of beginning.

Tax ID No. 18-046-0066