

AFTER RECORDING MAIL TO:

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STUART W HINCKLEY
PO BOX 9947
SALT LAKE CITY UT 84109
BY: TJP, DEPUTY - WI 8 P.

Grantor(s) or Tustor(s): Peach Orchard, LLC
Grantee(s) or Trustee(s): Stuart W. Hinckley, Attorney at Law
Beneficiary(ies): Pilkington Administrative, Inc.

DEED OF TRUST

May 6, 2015

THIS DEED OF TRUST, made this 6 day of May 2015, is between Peach Orchard, LLC, and, a Utah limited liability company, whose street address is 1225 Legacy View St, Salt Lake City, UT 84104 (hereinafter referred to as "Grantor," "Grantor(s)" "Grantors," "Trustor," or "Trustor(s)," or "Trustors"); Stuart W. Hinckley, Attorney at Law, whose street address is 2833 Mountain View Drive, PO Box 9947, Salt Lake City, Utah 84109 (hereinafter referred to as "Grantee," "Grantee(s)," "Grantees," "Trustee," "Trustee(s)," or "Trustees"); and Pilkington Administrative, Inc., a Utah corporation, whose street address is 1225 Legacy View St, Salt Lake City, UT 84104 (hereinafter jointly and severally referred to as "Beneficiary," "Benefiary(ies)," or "Beneficiaries").

WITNESSETH: Grantor(s) hereby bargain(s), sell(s), and convey(s) to Trustee in trust, with power of sale, the following described real property in Salt Lake County, Utah (hereafter the "Property" or "Trust Property"):

Lot 13, LEGACY INDUSTRIAL PARK, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

Also:

A strip of land situated in the Southeast quarter of Section 11, Township 1 South, Range 2 West, Salt Lake Base and Meridian, in the Salt Lake County, Utah, more particularly described as follows:

Commencing at the Southeast corner of said Section 11; thence North 89°55'44" West along the South line of said Section 11 a distance of 40.00 feet; thence North 00°01'23" East a distance of 1164.85 feet to the point of beginning; thence North 89°58'37" West a distance of 50.00 feet; thence North 00°01'23" East a distance of 360.00 feet; thence South 89°58'37" East a distance of 50.00 feet; thence South 00°01'23" West a distance of 360.00 feet to the point of beginning.

The real property or its address is commonly known as 1225 South Legacy View Street, Salt Lake City, UT 84104.

The real property tax identification number is 14-11-427-011.

The above described real property includes, without limitation, all the tenements, hereditaments, and appurtenances now or hereafter belonging or in any way appertaining, and together with the following (all of which shall be deemed included in the Property):

(a) All land lying in streets and roads adjoining the Property, and all access rights, easements, and rights of way pertaining to the Property.

(b) All the lands, tenements, privileges, reversions, remainders, irrigation and water rights and stock, oil and gas rights, royalties, minerals and mineral rights, hereditaments, and appurtenances belonging or in any way pertaining to the Property.

(c) All buildings, structures, improvements, and any other fixtures now or hereafter attached to or placed on the Property.

(d) All rents, issues and profits of the Property, all existing and future leases of the Property (including extensions, renewals, and subleases), all agreements for use and occupancy of the Property (all such leases and agreements whether written or oral, are hereafter referred to as the "Leases"), and all guaranties of lessees' performance under the Leases, together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits, and other income of any nature now or hereafter due (including any income of any nature coming due during any redemption period) under the Leases or from or arising out of the Property including minimum rents, additional rents, percentage rents, parking or common area maintenance contributions, tax and insurance contributions, deficiency rents, liquidated damages following default in any Lease, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Property, all proceeds payable as a result of a lessee's exercise of an option to purchase the Property, all proceeds derived from the termination or rejection of any Lease in a bankruptcy or other insolvency proceeding, and all proceeds from any right and claims of any kind which Grantor may have against any lessee under the Leases or any occupants of the Property (all of the above are hereafter collectively referred to as the "Rents"). This subsection is subject to the right, power and authority given to the Beneficiary in the Loan Documents (as defined herein) to collect and apply the Rents.

(e) All compensation, awards, damages, rights of action, and proceeds (including insurance proceeds and any interest on any of the foregoing) arising out of or relating to a taking or damaging of the

Property by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake, or other casualty, injury, or decrease in the value of the Property; all returned premiums or other payments on any insurance policies pertaining to the Property and any refunds or rebates of taxes or assessments on the Property.

(f) All permits, permit applications, plans, specifications, contracts, agreements and purchase orders pertaining or incidental to the design, construction, maintenance or management of any improvements on the Property, Grantor's rights under any payment, performance, or other bond in connection with construction of improvements on the Property, and all construction materials, supplies, and equipment delivered to the Property or intended to be used in connection with the construction of improvements on the Property wherever actually located.

THIS DEED IS FOR THE PURPOSE OF SECURING the following:

(a) Payment of the sum Three Hundred Thousand Five Hundred Dollars and No Cents (\$300,000.00), with any applicable interest thereon, according to the terms of a promissory note of even date herewith payable to Beneficiary or to its order and made by Grantor (the "Note," which term shall include all renewals, modifications, or extensions thereof evidencing the indebtedness secured by this Deed of Trust);

(b) Payment of any further sums advanced or loaned by Beneficiary to Grantor, or any of its successors or assigns, if (1) the Note or other writing evidencing the future advance or loan specifically states that it is secured by this Deed of Trust or (2) the advance, including costs and expenses incurred by Beneficiary, is made pursuant to this Deed of Trust or any other documents executed by Grantor evidencing, securing, or relating to the Note and/or the Property, whether executed prior to, contemporaneously with, or subsequent to this Deed of Trust (this Deed of Trust, the Note and such other documents, including any construction or other loan agreement, are hereafter collectively referred to as the "Loan Documents") together with interest thereon at the applicable rate set forth in the Note or agreed to in writing; and

(c) Performance of each agreement, term, and condition set forth or incorporated by reference in the Loan Documents unless performance of such agreement, term, or condition is specifically provided to not be secured by this Deed of Trust.

Notwithstanding the foregoing and the covenants hereafter set forth, it is expressly agreed and acknowledged that none of the covenants, representations, or other obligations of Grantor set forth in this Deed of Trust are intended by Grantor and Beneficiary to secure or be the substantial equivalent of obligations of Grantor arising under (a) that certain Hazardous Substance Warranty and Indemnity Agreement, between Trustor and Beneficiary of even date herewith, or (b) any other environmental indemnity provisions, including, without limitation, provisions pertaining to hazardous or toxic wastes or substances, and any reference hereafter to the Loan Documents shall not include any such environmental indemnity provisions included therein.

COVENANTS: Grantor(s) covenant(s) and agree(s) as follows:

1. To keep the Property in good condition and repair; to permit no waste of the Property; to complete promptly and in a good and workmanlike manner any building, structure, or improvement being built or about to be built on the Property; to restore promptly and in a good and workmanlike manner any building, structure, or improvement on the Property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; not to commit, suffer, or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general;
2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust;
3. To keep all buildings now or hereafter erected on the Property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by or for the benefit of the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
5. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorneys' fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
6. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured by this Deed of Trust and Trustee's and attorneys' fees actually incurred, as permitted by statute.
7. That, in the event Grantor(s) fails to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the default rate set forth in the Note secured by this Deed of Trust, shall be added to and become a part of the debt secured by this Deed of Trust.
8. The Property shall not be sold (by conveyance, contract to sell or otherwise), assigned, transferred or encumbered without the Beneficiary's consent; upon breach of this provision, in addition to any

other remedies provided in the Note or Loan Documents, Beneficiary may accelerate the Note and declare all sums due under the Note and this Deed of Trust immediately due and payable.

9. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured by this Deed of Trust shall be paid to Beneficiary to be applied to said obligation.

10. By accepting payment of any sum secured by this Deed of Trust after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

11. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor(s) and the Beneficiary, or upon satisfaction of the obligations secured hereby and upon receipt of written request for reconveyance made by the Beneficiary or the person entitled thereto.

12. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due, as provided in the Note, and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligation hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the Note and all documents evidencing expenditures secured hereby. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this Deed of Trust, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

13. After the lapse of such time as may then be required by the laws of the State of Utah following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States of America at the time of sale. The Trustee, or any duly appointed substitute trustee, conducting the sale may, for any cause he deems expedient, postpone the sale from time to time (as provided by applicable state law) until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five (45) days beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its trustee's deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of: (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys'

fees; (2) the cost of any evidence of title procured in connection with such sale; (3) all sums expended under the terms hereof; not then repaid, with accrued interest at the rate specified in the Note from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the clerk of the District Court in the county in which the sale took place.

14. Trustor agrees to surrender possession of the hereinabove described Property to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

15. The power of sale conferred by this Deed of Trust is not an exclusive remedy.

16. In the event of the absence, death, incapacity, disability, or resignation of Trustee, or at the discretion of the Beneficiary, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the records of the County Recorder of the County in which the Property is located, the successor trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust (excluding this Deed of Trust) or of an action or proceeding in which Grantor(s), Trustee, or Beneficiary shall be a party. Trustee accepts the trust described herein when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

17. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on his/her/their heirs, devisees, legatees, administrators, executors, and assigns. All obligations of Trustor hereunder are joint and several. The term Beneficiary shall mean the holder and owner of the Note secured hereby, whether or not named as Beneficiary herein.

18. This Deed of Trust shall be deemed a security agreement, as defined in the Uniform Commercial Code as adopted and amended by the State of Utah. The remedies for any violation of the covenants, terms and conditions of the agreements contained herein shall be as prescribed (i) herein, or (ii) by general law, or (iii) by the specific statutory consequences now or hereafter enacted, and specified in the Uniform Commercial Code as enacted by the State of Utah, all at Beneficiary's sole election. Grantor and Beneficiary agree that the filing of any financing statement in the records normally having to do with personal property shall not be construed as impairing the hereby stated intention of the parties that everything used in connection with the construction, management, maintenance, and production of income from the Property together with all other rights and property described herein and comprising the secured property shall at all times and for all purposes in all proceedings, both legal and equitable, be regarded as part of the Property, whether physically attached or specifically identified or not.

19. As further security for the payment of all indebtedness and performance of all obligations secured hereby, Grantor irrevocably and absolutely assigns to Beneficiary, the rents, issues, profits, and proceeds of contracts of the Property, together with all future Leases, profits and contracts, and any and all extensions, renewals, and replacements hereof. However, as long as no default shall exist in any obligation secured hereby, Grantor may collect assigned rents and profits as the same shall fall due. All rents or profits receivable from or in respect to the Property which Grantor shall be permitted

to collect hereunder shall be received by it in trust to pay the usual and reasonable operating expenses of, and the taxes upon, the Property and the payment of all sums secured hereby. Upon the occurrence of any default in payment of any indebtedness or performance of any obligation secured hereby, all rights of the Grantor to collect and receive rents and profits shall wholly and immediately terminate without notice, and Beneficiary shall thereafter have the absolute right to all such rents and profits. The entering upon and taking possession of the Property, the collection of any such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. In addition to, and not in limitation of the foregoing, Beneficiary shall have the right to petition the Court of appropriate jurisdiction for the appointment of a receiver of the rents, issues, and profits of the Property and shall have in addition to the rights and powers customarily given to and exercised by such receiver, the right to enter upon and take possession of the Property and manage the same with all rights and options in regard thereto available to Grantor. Grantor expressly waives the posting of bond by such receiver, and waives any challenge to a proposed receiver based on affiliation with Beneficiary.

20. This Deed of Trust shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed via certified or registered mail (postage prepaid) to the address of Trustor hereinbefore set forth.

[Grantor Signature is on the following page.]

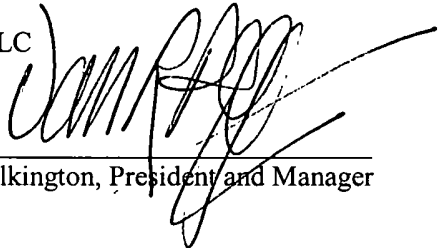
GRANTOR AND TRUSTOR:

SIGNED:

Peach Orchard, LLC

By: _____

Van R. Pilkington, President and Manager

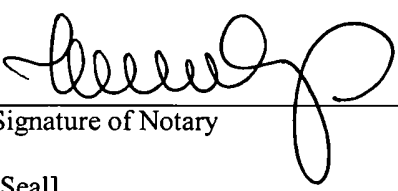


STATE OF UTAH)
COUNTY OF Salt Lake)SS.

On this 7th, day of May 2015, personally appeared before me Van R. Pilkington, whose identity is personally known to me (or proven by satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the President and a Manager of Peach Orchard, LLC and that said document was signed by him in behalf of said limited liability company by authority of its Article of Organization, and said Van R. Pilkington acknowledged to me that said limited liability company executed the same.

Notary Public

Witness my hand and official seal



Signature of Notary

[Seal]

