

106573- MKF
WHEN RECORDED, MAIL TO:

Dakota Pacific Real Estate Partners
Scott T. Swallow
299 South Main Street, 12th Floor
Salt Lake City, UT 84111

12978894
4/30/2019 4:00:00 PM \$28.00
Book - 10775 Pg - 8333-8342
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

Tax Parcel ID #: 15-24-236-005

TRUST DEED

THIS TRUST DEED ("Trust Deed") is made as of April 30, 2019, between PG INVESTMENTS 2, L.C., a Utah limited liability company, as trustor ("Trustor"), whose address is 423 West Broadway Suite 230, Salt Lake City, Utah 84101, First American Title Insurance Company, as trustee, ("Trustee"), and DAKOTA PACIFIC REAL ESTATE PARTNERS, LP, a Delaware limited partnership, as beneficiary ("Beneficiary"), whose address is 299 South Main Street, Suite 1200, Salt Lake City, Utah 84111.

TRUSTOR is willing to enter into this Trust Deed to secure the performance by Trustor of Trustor's obligations to Beneficiary under all documents evidencing and securing the Loan (defined below), with a lien and encumbrance against the Property (defined below).

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably conveys and warrants to Trustee, in trust, with power of sale, for the benefit and security of Beneficiary, all of Trustor's interest in and to the real property, situated in Salt Lake County, Utah, located at 2220 South Main Street, South Salt Lake City, Utah 84115, as more particularly described on Exhibit "A" attached hereto (the "Property").

TOGETHER WITH all buildings, fixtures and improvements to the Property, and all rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, subject, however, to the right, power and authority hereinafter given to Beneficiary to collect and apply such rents, issues and profits. The entire estate, property and interest hereby conveyed to Trustee may hereinafter be referred to collectively as the "Trust Estate."

TRUSTOR COVENANTS that Trustor is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Trustor warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Trust Deed is given for the purpose of securing: (1) payment of the indebtedness and satisfaction of the other obligations of Trustor, as set forth in that certain Convertible Promissory Note dated May 30, 2019 (the "Note") from Trustor, payable to the order of Beneficiary, in the principal sum of Four Hundred Forty-Eight Thousand Eight Hundred Fifty-Eight Dollars and Eighteen cents (\$448,858.18)(the "Loan") at the times and in the manner as set forth in

the Note; (2) the performance of each agreement and covenant of Trustor herein contained; (3) the performance of each agreement and covenant of Trustor contained in that certain Memorandum of Agreement dated April 30, 2019 (the "Memorandum"); (4) the payment of such additional loans or advances as hereafter may be made to Trustor, their successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided (collectively the "Secured Obligations"). All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR COVENANTS AND AGREES:

1. Performance of Secured Obligations. Trustor shall perform all Secured Obligations in accordance with the respective terms of such Secured Obligations, whether evidenced by or arising under this Trust Deed, the Note, the Memorandum, or otherwise.

2. Maintenance; Repair and Construction. To keep the Trust Estate in good condition and repair; to comply with all laws, covenants and restrictions affecting the Trust Estate; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Trust Estate in violation of law; to do all other acts which from the character or use of the Trust Estate may be reasonably necessary, the specific enumerations herein not excluding the general.

3. Actions Affecting the Trust Estate. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Trust Estate, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

4. Taxes and Impositions. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Trust Estate, including all assessments and charges for water, appurtenant to or used in connection with the Trust Estate; to pay, when due, all encumbrances, charges, and liens with interest, on the Trust Estate or any part thereof; which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

Trustor shall promptly discharge any lien which has priority over this Trust Deed unless Trustor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Beneficiary; (b) contests in good faith the lien by, or defends against the enforcement of the lien in legal proceedings which in the Beneficiary's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Beneficiary subordinating the lien to this Trust Deed. If Beneficiary determines that any part of the Property is subject to a lien which may attain priority over this Trust Deed, Beneficiary may give Trustor a notice identifying the lien. Trustor shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

5. Hazard or Property Insurance. Trustor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included with the term "extended coverage" and any other hazards, including floods or flooding, for which Beneficiary requires insurance. This insurance shall be maintained in the amounts and for the periods that Beneficiary reasonably requires. The insurance carrier providing the insurance shall be chosen by Trustor subject to Beneficiary's approval which shall not be unreasonably withheld. If Trustor fails to maintain the coverage described above, Beneficiary may, at Beneficiary's option, obtain coverage to protect Beneficiary's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Beneficiary and shall include a standard mortgage clause. Beneficiary shall have the right to hold the policies and renewals. If Beneficiary requires, Trustor shall promptly give to Beneficiary all receipts of paid premiums and renewal notices. In the event of loss, Trustor shall give prompt notice to the insurance carrier and Beneficiary. Beneficiary may make proof of loss if not made promptly by Trustor.

Unless Beneficiary and Trustor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with any excess paid to Trustor. If Trustor abandons the Property, or does not answer within thirty (30) days a notice from Beneficiary that the insurance carrier has offered to settle a claim, the Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the Property or to restore the Property or to pay sums secured by this Trust Deed whether or not then due. The 30-day period will begin when the notice is given.

Unless Beneficiary and Trustor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the payments referred to in paragraphs 1 and 4 or change the amount of the payments. If under paragraph 16 the Property is acquired by Beneficiary, Trustor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Beneficiary to the extent of the sums secured by this Trust Deed immediately prior to the acquisition.

6. Actions by Trustee and/or Beneficiary to Preserve Trust Estate. Should Trustor fail to make any payment or to do any act herein provided, then Beneficiary or Trustee, but without obligations to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligations hereof, may: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Trust Estate for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; (c) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay reasonable legal fees.

Any amounts disbursed by Beneficiary under this paragraph 6 shall become additional debt of Trustor secured by this Trust Deed. Unless Trustor and Beneficiary agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Beneficiary to Trustor requesting payment.

7. Inspection. Beneficiary or its agents may make reasonable entries upon and inspections of the Property. Beneficiary shall give Trustor reasonable notice prior to an inspection specifying reasonable cause for the inspection.

8. Hazardous Substances. Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Trustor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 8, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing, asbestos or formaldehyde, and radioactive materials. As used in this paragraph 8, "Environmental Laws" means federal laws and regulations and laws and regulations of the State of Utah that relate to health, safety or environmental protection.

IT IS MUTUALLY AGREED THAT:

9. Proceeds from Condemnation or Destruction. Should the Trust Estate or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Trust Estate, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

If the Trust Estate is abandoned by Trustor, or if, after notice by Beneficiary to Trustor that the condemnor offers to make an award or settle a claim for damages, Trustor fails to respond to Beneficiary within thirty (30) days after the date such notice is mailed, Beneficiary is authorized to collect and apply the proceeds, at Beneficiary's option, to the sums secured by this Deed of Trust, with the excess, if any, paid to Trustor. Unless Beneficiary and Trustor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of any payments referred to in paragraphs 1 and 4 hereof, or change the amount of such payments.

10. Beneficiary's Powers. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. Assignment of Leases, Rents and Income. As additional security, Trustor hereby assigns, transfers, conveys and sets over to Beneficiary, during the continuance of this Trust Deed, all of Trustor's estate, right, title and interest in all rents, issues, royalties, profits and income of the Trust Estate and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, profits and income earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Trust Estate, to collect all rents, royalties, issues, profits and income. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option. Any sums so collected, after the deduction of all costs and expenses of operation and collection (regardless of the particular nature thereof and whether incurred with or without suit or before or after the judgement), including reasonable attorney fees, shall be applied toward the payment of the debt under the Note. Such right of collection and use of such proceeds by Beneficiary shall obtain both before and after the exercise of the power of sale provisions of the Property, the foreclosure of this Trust Deed and throughout any period of redemption.

Trustor shall not enter into any new leases, or amend or modify any existing leases on the property without the express written consent of Beneficiary.

12. Appointment of Receiver. Upon any default by Trustor hereunder, Beneficiary may, by a receiver to be appointed by a court, enter upon and take possession of the Trust Estate

or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

13. Remedies Not Exclusive. The entering upon and taking possession of the Trust Estate, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage to the Trust Estate, 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.

14. Non-Waiver. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

15. Default. Default shall occur if: (a) payment or performance of any obligation under the Note, or any other indebtedness, liability or obligation secured hereby, is not made at the time or in the manner agreed; or (b) Trustor fails to perform any of its obligations hereunder; (c) or Trustor fails to perform any of its obligations under the Memorandum; or (d) should Trustor sell, convey or transfer the Trust Estate, or any part thereof, or any interest therein, without Beneficiary's prior written consent; or (e) any financial information given by Trustor to Beneficiary on or after the date hereof is not true in any material respect or any essential financial information be withheld by Trustor from Beneficiary; or (f) the Trust Estate, or any part thereof, be attached or become subject to any other legal process and not be released therefrom within ninety (90) days; or (g) Trustor becomes insolvent, makes an assignment for benefit of creditors, becomes the subject of any bankruptcy proceedings, reorganization, arrangement, insolvency, receivership, liquidation, or dissolution proceedings.

16. Remedies. Upon the occurrence of an event of default, Beneficiary or Trustee, or both, may to the extent permitted by law, without the necessity of any notice to or demand upon Trustor, declare the obligations to be immediately due and payable and may invoke the power of sale and any other remedies permitted by applicable law or provided in this Trust Deed. Trustor acknowledges that the power of sale granted in this Trust Deed may be exercised by Beneficiary without prior judicial hearing. Trustor has the right to bring an action to assert the non-existence of an event of default or any other defense of Trustor to acceleration and sale. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including attorneys' fees and costs of documentary evidence, abstracts and title reports.

If the power of sale is invoked, Trustee shall execute a written notice of the occurrence of an event of default and of Beneficiary's election to cause the Property to be sold and shall record such notice in each county in which the Property is located. Beneficiary or Trustee shall mail notice of default in the manner provided by the laws of Utah to Trustor and to such other persons as the laws of Utah prescribe. Trustee shall give public notice of sale and shall sell the Property according to the laws of Utah. Trustee may sell the Property at the time and place and under the terms designated in the notice of sale in one or more parcels. Trustee may postpone sale of all or

any part of the Property by public announcement at the time and place of any previously scheduled sale. Beneficiary or Beneficiary's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser at the sale, within a reasonable time after the sale, a deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of the sale, including Trustee's fees not to exceed 5% of the gross sales price, attorneys' fees and costs of title evidence; (b) to the indebtedness in such order as Beneficiary, in Beneficiary's discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto or to the county clerk of the county in which the sale took place.

17. Trustor Not Released; Forbearance by Beneficiary Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Beneficiary to any successor in interest of Trustor shall not operate to release, in any manner, the liability of the original Trustor and Trustor's successors in interest. Beneficiary shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Trustor and Trustor's successors in interest. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

18. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

19. Successors and Assigns. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the owner and holder, including any pledgee or assignee of the Note. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

20. Loan Charges. If the loan secured by this Trust Deed is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Trustor which exceeded permitted limits will be refunded to Trustor.

21. Acceptance of Trust. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

22. Governing Law. This Trust Deed shall be construed according to the laws of the State of Utah.

23. Notice of Default and Sale. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

24. Further Assurances. Trustor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, conveyances, notes, deeds of trust, security agreements, financing statements and assurances as Beneficiary shall require for accomplishing the purpose of this Trust Deed.

EXHIBIT A
PROPERTY DESCRIPTION

Beginning at a point North 00°00'38" East 186 feet and North 89°49'29" East 566.5 feet (along the North line of a 40 foot street) from the Southwest corner of Lot 8, Block 40, Ten Acre Plat "A", Big Field Survey and running thence North 00°00'38" East 138 feet; thence North 89°49'29" East 154.57 feet; thence South 00°03'06" West 138 feet along the West line of Main Street; thence South 89°49'29" West 154.47 feet to the point of beginning.

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