

AFFIDAVIT OF LOST LOAN DOCUMENTS

State of Utah

County of Summit County

The undersigned, being over the age of eighteen, being first duly sworn upon oath, depose and say:

1. We have personal knowledge regarding the execution of the following documents: 1) Promissory Note in favor of William Olderman dated May 6, 2009; 2) Promissory Note in favor of Audie M. Wheeler dated May 6, 2009; 3) Trust Deed in favor of William Olderman and Audie M. Wheeler dated May 6, 2009; 4) Advanced Outdoor Services, Inc. Guarantee; 5) Wilde Fire Landscaping & Construction, L.L.C. Guarantee and 6) Security Agreement (collectively "May 6, 2009 Loan Documents"). Copies of the original May 6, 2009 Loan Documents are attached hereto as Exhibit A.
2. The original May 6, 2009 Loan Documents have been misplaced. For valuable consideration the sufficiency of which is hereby acknowledged, we execute the original May 6, 2009 Loan Documents in order to replace the same (hereinafter "Re-executed Loan Documents"). The Re-executed Loan Documents are identical to the original May 6, 2009 Loan Documents except for the date of the execution reflected on the Re-execute Loan Documents. The Re-executed Loan Documents are attached hereto as Exhibit B.
3. The above-referenced Trust Deed affects real property located in Summit County, Utah and more particularly described as follows:

Beginning 1056 feet South 0°46' East of the Northeast Corner of the Northwest Quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Base & Meridian, thence South 0°46' East 994.65 feet, thence North 88°31' West 2450.27 feet, thence North 0°46' West 994.65 feet, thence South 88°31' East 2449.73 feet to the point of beginning.
Parcel No. NS-440 & CT-382-A-2.
Lot 19, Beacon Hill No. II Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.
Parcel No. BEH-II-19.
4. William Olderman and Audie M. Wheeler agree to indemnify and hold harmless Shane Wilde, from any loss or damage he may sustain with respect to the misplaced original Loan Documents, including but not limited to reasonable attorneys' fees and all court costs, should duplicative demands for payment arise.
5. Further affiants sayeth not.


David Elliot Wilde as Trustee of the David
Elliot Wilde Revocable Trust

Debra A. Wilde
Debra A. Wilde as Trustee of the Debra A. Wilde Revocable Trust

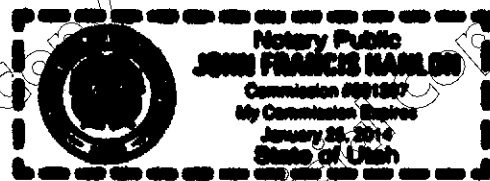
Shane Wilde
SHANE WILDE

Audie M. Wheeler
AUDIE M. WHEELER

William E. Olderman
WILLIAM OLDERMAN

State of Utah)
) :SS
County of Summit)

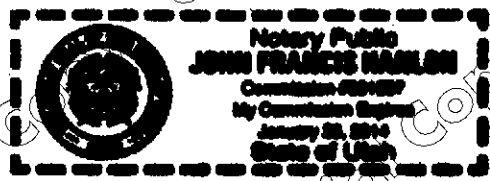
On this 20 the day of March, 2012, personally appeared before me, SHANE WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.



Shane Wilde
Notary Public

State of Utah)
) :SS
County of Summit)

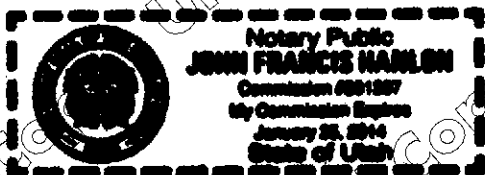
On this 27 the day of March, 2012, personally appeared before me, WILLIAM OLDERMAN, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.

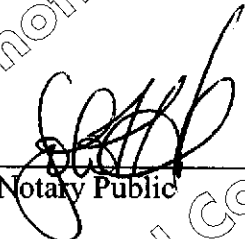


William E. Olderman
Notary Public

State of Utah)
 :SS
County of Summit)

On this 27 the day of March, 2012, personally appeared before me, AUDIE M. WHEELER, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.

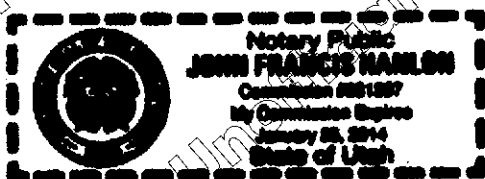





Notary Public

State of Utah)
 : ss
County of Summit)

On this the 28 day of March, 2012, personally appeared before me, DAVID ELLIOT WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his capacity as the Trustee of the David Elliot Wilde Revocable Trust and that he did so of his own voluntary act for its stated purpose.

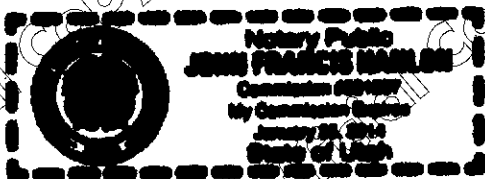


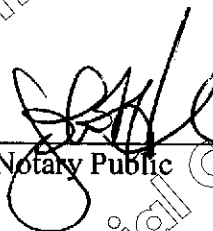


Notary Public

State of Utah)
 : ss
County of Summit)

On this the 28 day of March, 2012, personally appeared before me, DEBRA A. WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that she executed the foregoing instrument in his capacity as the Trustee of the Debra A. Wilde Revocable Trust and that she did so of her own voluntary act for its stated purpose.





Notary Public

EXHIBIT A

PROMISSORY NOTE

This Promissory Note ("Note") is entered into effective the 6 day of May, 2009, by and between SHANE WILDE, ("Borrower"), and WILLIAM E. OLDERMAN ("Olderman").

RECITALS

WHEREAS, Borrower has entered into a Stock Purchase Agreement with Olderman and Audie M. Wheeler (the "SPA"), pursuant to which Borrower has purchased all of the issued and outstanding shares of Advanced Outdoor Services, Inc. from Olderman and Wheeler for a total purchase price of One Million, Two Hundred and Fifty Thousand dollars (\$1,250,000.00) (the "Purchase Price"), \$625,000.00 of which is payable to Olderman .

NOW THEREFORE, Borrower and Olderman hereby mutually agree as follows:

AGREEMENT

1. Borrower hereby promises to pay to the order of Olderman, or Olderman's assigns, the principal amount of Six Hundred and Twenty-Five Thousand dollars (\$625,000.00) together with interest thereon, on the terms and conditions set forth in this Note.

2. Starting on the earlier of June 1, 2014 or the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., interest shall accrue on the unpaid principal balance of this Note at the annual rate of eleven percent (11%) until the entire principal amount is paid in full.

3. Monthly payments in the amount of \$ 7,103.73 shall be due on the first of every month, with the first payment due on the earlier of: (a) June 1, 2014 or (b) the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., and the final payment due on the earlier of: (i) May 1, 2029 or (ii) the fifteenth year anniversary of the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., such that the

4. Borrower shall be in default under this Agreement upon the occurrence of one or more of the following events:

- a. The nonpayment of any payment when due pursuant to this Agreement;
- b. The breach of any term, obligation, covenant or condition contained in this Note, the SPA, the Security Agreement, the Trust Deed, or any of the Guarantees of even date herewith, or any other written agreement related to this Agreement;
- c. Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; or
- d. Advanced Outdoor Services, Inc dissolves or otherwise ceases conducting its business operations.

5. Upon the passage of thirty (30) days after Olderman provides Borrower with written notice of a default under Section 4 above without a cure of same, Olderman may declare the entire unpaid principal balance under this Agreement, together with any accrued interest, immediately due, without notice, and then Borrower shall pay that amount.

6. This Note is secured by the May 6, 2009 Trust Deed issued by DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustors to Wheeler and Olderman as Beneficiaries (the "Trust Deed").

7. Borrower shall pay Olderman upon demand any and all cost and expenses incurred by Olderman in collecting any payments due from Borrower or otherwise enforcing the terms of this Agreement of the Trust Deed, including, but not limited to, attorneys' fees (regardless of whether or not a lawsuit is filed).

8. All parties to this Agreement hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Olderman is expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for, or the terms of, payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Agreement, or the performance of any covenant, condition, or agreement hereof or thereof or the taking or release of collateral securing this Agreement. Any such action taken by Olderman shall not discharge the liability of any party to this Agreement.

9. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

10. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

11. This Agreement has been executed and delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby stipulate and mutually agree that in addition to all other courts, venue shall be proper in the Third Judicial District Court in and for Summit County, State of Utah.

12. Borrower may not assign his obligations under this Note without Olderman's advance written consent, which may be withheld for any or no reason, in Olderman's sole discretion. Olderman may assign its right to payment under this Note without Borrower's consent.

IN WITNESS WHEREOF, the undersigned has executed this Note, effective as of the date set forth above.

"BORROWER"



SHANE WILDE

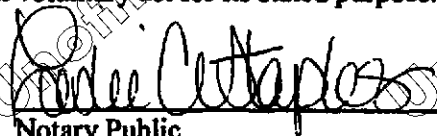
Acknowledgment

State of Utah)

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County of Summit)

On this the 14th day of May, 2009, personally appeared before me, SHANE WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.



Notary Public



PROMISSORY NOTE

This Promissory Note ("Note") is entered into effective the 6th day of May, 2009, by and between SHANE WILDE, ("Borrower"), and AUDIE M. WHEELER ("Wheeler").

RECITALS

WHEREAS, Borrower has entered into a Stock Purchase Agreement with Wheeler and William E. Olderman (the "SPA"), pursuant to which Borrower has purchased all of the issued and outstanding shares of Advanced Outdoor Services, Inc. from Wheeler and Olderman for a total purchase price of One Million, Two Hundred and Fifty Thousand dollars (\$1,250,000.00) (the "Purchase Price"), \$625,000.00 of which is payable to Wheeler.

NOW THEREFORE, Borrower and Wheeler hereby mutually agree as follows:

AGREEMENT

1. Borrower hereby promises to pay to the order of Wheeler, or Wheeler's assigns, the principal amount of Six Hundred and Twenty-Five Thousand dollars (\$625,000.00) together with interest thereon, on the terms and conditions set forth in this Note.
2. Interest shall accrue on the unpaid principal balance of this Note at the annual rate of eleven percent (11%) until the entire principal amount is paid in full.
3. Monthly payments in the amount of \$7,103.73 shall be due on the first day of every month, with the exception of the first payment, which shall be due on July 9, 2009, and the final payment due on June 1, 2024.
4. Borrower shall be in default under this Agreement upon the occurrence of one or more of the following events:
 - a. The nonpayment of any payment when due pursuant to this Agreement;
 - b. The breach of any term, obligation, covenant or condition contained in this Note, the SPA, the Security Agreement, the Trust Deed, or any of the Guarantees of even date herewith, or any other written agreement related to this Agreement;
 - c. Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws, or
 - d. Advanced Outdoor Services, Inc dissolves or otherwise ceases conducting its business operations.
5. Upon the passage of thirty (30) days after Wheeler provides Borrower with written notice of a default under Section 4 above without a cure of same, Wheeler may declare the entire

unpaid principal balance under this Agreement, together with any accrued interest, immediately due, without any further notice, and then Borrower shall pay that amount.

6. This Note is secured by the May 6, 2009 Trust Deed issued by DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustees to Wheeler and Olderman as Beneficiaries (the "Trust Deed").

7. Borrower shall pay Wheeler upon demand any and all cost and expenses incurred by Wheeler in collecting any payments due from Borrower or otherwise enforcing the terms of this Agreement or the Trust Deed, including, but not limited to, attorneys' fees (regardless of whether or not a lawsuit is filed).

8. All parties to this Agreement hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Wheeler is expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for, or the terms of, payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Agreement, or the performance of any covenant, condition, or agreement hereof or thereof or the taking or release of collateral securing this Agreement. Any such action taken by Wheeler shall not discharge the liability of any party to this Agreement.

9. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

10. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

11. This Agreement has been executed and delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby stipulate and mutually agree that in addition to all other courts, venue shall be proper in the Third Judicial District Court in and for Summit County, State of Utah.

12. Borrower may not assign his obligations under this Note without Wheeler's advance written consent, which may be withheld for any or no reason, in Wheeler's sole discretion. Wheeler may assign his right to payment under this Note without Borrower's consent.

[Signature and acknowledgement on following page.]

IN WITNESS WHEREOF, the undersigned has executed this Note, effective as of the date set forth above.

"BORROWER"

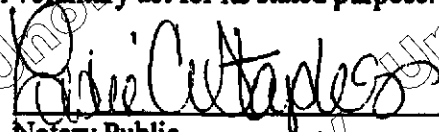


SHANE WILDE

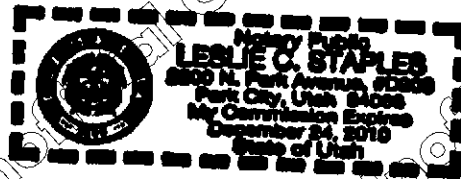
Acknowledgment

State of Utah)
) :ss
County of Summit)

On this the 14th day of May, 2009, personally appeared before me, SHANE WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.



Notary Public



WHEN RECORDED, RETURN TO:

Matthew B. Hutchinson
Miller Vance & Thompson
P.O. Box 682800
Park City, Utah 84068-2800

TRUST DEED
With Assignment of Rents

THIS TRUST DEED is entered into by and between DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustors, whose mailing address is P.O. Box 560, Coalville, Utah 84017, MATTHEW B. HUTCHINSON an attorney licensed to practice law in the State of Utah, as Trustee, whose mailing address is P.O. Box 682800, Park City, Utah 84068-2800, and AUDIE M. WHEELER and WILLIAM E. OLDERMAN, as Beneficiaries, whose mailing address is P.O. Box 548, Park City, Utah 84060.

TRUSTORS HEREBY IRREVOCABLY GRANT, TRANSFER, CONVEY AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE, together with any interest therein subsequently acquired by Trustor, the following real property located in Summit County, Utah:

Beginning 1056 feet South 0°46' East of the Northeast Corner of Northwest Quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Base & Meridian, thence South 0°46' East 994.65 feet, thence North 88°31' West 2450.27 feet, thence North 0°46' West 994.65 feet, thence South 88°31' East 2449.73 feet to the point of beginning.

Parcel No. NS-440 & CT-382-A-2

Lot 19, BEACON HILL NO II SUBDIVISION, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Parcel No. BEH-II-19

together with all buildings, fixtures and improvements thereon and rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter, used or enjoyed with the subject property, or any part thereof, which shall be hereinafter collectively referred to as the "Property", subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues, and profits in the absence of a default.

The above conveyance of the Property to the Trustee shall be for the purpose of securing:

i. the payment of indebtedness evidenced by a Promissory Note of even date herewith, in the initial principal amount of \$625,000.00, made by SHANE WILDE ("Wilde"), and payable to the order of AUDIE M. WHEELER ("Wheeler") at the times, in the manner, and with the interest as therein set forth (the "Wheeler Note"), as well as any extensions and/or renewals and/or modifications of the terms of the Note (Trustors hereby acknowledge that Wheeler is

TRUST DEED

Page 1 of 7

Trustors' Initials: DEW DAW
DEW DAW

relying upon this Trust Deed as an inducement to make the subject loan to Wilde, and that absent the grant of a security interest in the Property in favor of Wheeler pursuant to this Trust Deed that Olderman would not have made the subject loan to Wilde);

ii. the payment of indebtedness evidenced by a Promissory Note of even date herewith, in the initial principal amount of \$625,000.00, made by Wilde, and payable to the order of WILLIAM E. OLDERMAN ("Olderman") at the times, in the manner, and with the interest as therein set forth (the "Olderman Note"), as well as any extensions and/or renewals and/or modifications of the terms of the Note (Trustors hereby acknowledge that Olderman is relying upon this Trust Deed as an inducement to make the subject loan to Wilde, and that absent the grant of a security interest in the Property in favor of Olderman pursuant to this Trust Deed that Olderman would not have made the subject loan to Wilde);

iii. the payment of such additional loans or advances as hereafter may be made by Wheeler or Olderman to Wilde, or their successors or assigns, when evidenced by a written note or notes reciting that they are secured by this Trust Deed;

iv. the performance of each agreement of Trustors contained herein; and

v. the payment of all sums expended or advanced by Beneficiaries under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THE TRUST DEED, TRUSTORS HEREBY UNCONDITIONALLY COVENANT, WARRANT AND AGREE AS FOLLOWS:

A. Trustors shall promptly pay on demand any and all financial obligations pursuant to the Note not performed by Wilde.

B. Trustors are lawfully seized and possessed of good and indefeasible title and estate to the Property and have the right to grant and convey the Property pursuant to this Trust Deed; the lien created hereby shall constitute a first lien, financial encumbrance and security interest against the Property; the Property is free and clear of all other liens and financial encumbrances; and Trustors will warrant and defend the title to the Property as conveyed herein to Trustee against any and all claims and demand.

C. Trustors shall keep the Property in good condition and repair, not remove or demolish any building thereon, complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon. Trustors shall comply with all laws, covenants and restrictions affecting the Property, not commit or permit waste thereof, not commit, suffer or permit any act upon the Property in violation of law, and 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.

D. Trustors shall provide and maintain insurance, of such type or types and amounts as Beneficiaries may reasonably require, on the improvements now existing or hereafter erected or placed on the Property, including, but not limited to, fire and other hazards included within the term "extended coverage," as Beneficiaries may require from time to time. Such insurance shall be carried in companies reasonably approved by Beneficiaries with loss payable clauses in favor of and in form reasonably acceptable to Beneficiaries. In the event of loss, Trustors shall give

TRUST DEED

Page 2 of 7

Trustors' Initials: DEW DAW
DEW DAW

immediate notice to Beneficiaries, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiaries instead of to Trustors and Beneficiaries jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiaries, at their option, to reduction of the indebtedness secured hereby or to the restoration or repair of the property damaged.

E. Trustors shall deliver to, pay for and maintain with Beneficiaries until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiaries may require, including abstracts of title or policies of title insurance affording "extended coverage" to Beneficiaries, and any renewals thereof or supplements thereto.

F. Trustors shall appear in and defend any action or proceeding purporting to affect the Property, the title to the Property, or the rights or powers of Beneficiaries or Trustee as they relate to the Property. In the event that Beneficiaries or Trustee elect, in their sole and absolute discretion, to also appear in or defend any such action or proceeding, Trustors shall pay all costs and expenses, including cost of evidence of title and attorney fees incurred by Beneficiaries or Trustee.

G. Trustors shall pay at least fifteen (15) calendar days before delinquency any and all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property.

H. Trustors shall promptly pay, when due, any and all encumbrances, charges and/or liens against the Property or any part thereof, including, but not limited to, principal, interest, fees, penalties, legal costs, and attorney fees as appropriate; provided that Trustors may, at their option, bond over any mechanic's lien against the Property in the manner provided under Utah law.

I. Should Trustors fail to make any payment or do any act as herein provided, the Beneficiaries or Trustee, but without any obligation to do so, and without the need for prior notice to or demand upon Trustor, and without releasing Trustors from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the sole discretionary judgment of either appear to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in their absolute discretion they may deem necessary thereof, including cost of evidence of title, employ counsel, and pay his attorney fees.

J. Trustors shall pay immediately and without demand all sums expended hereunder by Beneficiaries or Trustee, with interest from date of expenditure at the annual rate of twenty percent (20%) until paid, and the repayment thereof shall be secured hereby.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

TRUST DEED

Page 3 of 7

Trustors' Initials:

DEW DAW
DEW DAW

1. Should the Property 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, Beneficiaries shall be entitled to all compensation, awards, and other payments or relief therefor to the extent of the outstanding obligations of Trustors to Beneficiaries hereunder, and shall be entitled at Beneficiaries' 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 Property, are hereby assigned to Beneficiaries, who may, after deducting therefrom all of its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Trustors agree to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiaries or Trustee may require.

2. At any time and from time to time upon the written request of Beneficiaries, payment of its fees and presentation of this Trust Deed and the Note for endorsements (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, the Trustee may: consent to the making of any map or plat of the Property; join in granting any easement or creating any restriction thereon; join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; reconvey, without warranty, all or any part of the 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 the truthfulness thereof. Trustors agree to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

3. As additional security, Trustors hereby assign to Beneficiaries, any and all rents, issues, royalties, and profits of the Property and of any personal property located thereon. Until Trustors default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustors shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustors default, Trustors' right to collect any such moneys shall cease and Beneficiaries shall have the right, but in no event the obligation, with or without taking possession of the Property, to collect all rents, royalties, issues, and profits, including, but not necessarily limited to, the right, power and authority, but in no event the obligation, of Beneficiaries to enter into new leases and agreements with respect to the Property in an attempt to maximize the revenue to be generated and collected from the Property, and to employ such property managers and/or other agents as may be appropriate to facilitate the same, all at the expense of Trustors to be paid on the same terms as any other payment made by Beneficiaries on behalf of Trustors and/or the Property pursuant to this Trust Deed. Failure or discontinuance of Beneficiaries at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiaries of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiaries to collect, shall be, or be construed to be, an affirmation by Beneficiaries 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. Nevertheless, in the event of a default by Trustor, Beneficiaries shall have the ability, but not the obligation, to enter into new leases with respect to the Property. Beneficiaries shall not, by reason of any of the foregoing, nor

TRUST DEED

Page 4 of 7

Trustors' Initials: DEW DAW
DEW DAW

by reason of the collection of any rents, be deemed liable to any tenant for any failure of Trustors to perform and comply with any of Trustors' obligations to such tenant. Trustors hereby irrevocably authorizes and directs any tenant of the Property, upon receipt of written notice from Beneficiaries that Trustors is in default with respect to its obligations pursuant to this Trust Deed and the Note, to pay Beneficiaries all rents and other payments otherwise due and owing to Trustor. Such tenants shall rely upon any such written notice from Beneficiaries and shall pay all such rents and other payments to Beneficiaries without any obligation or right to inquire as to whether such default actually exists, notwithstanding any claim from Trustors to the contrary.

4. The entering upon and taking possession of the Property, 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 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.

5. The failure on the part of Beneficiaries to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiaries of any default shall not constitute a waiver of any other or subsequent default.

6. TIME IS OF THE ESSENCE HEREOF. Upon the occurrence of any breach or default with respect to the Trustors' obligations pursuant to this Trust Deed or the related Note, Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property.

7. Beneficiaries 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 such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

8. Trustors shall indemnify, defend and hold Trustee and Beneficiaries harmless from any and all damages, expenses, claims, liabilities or obligations of any nature whatsoever, whether currently known or unknown, whether liquidated, contingent or otherwise disputed, including, but not limited to, attorney fees and other litigation costs, arising from or in any way related to any environmental issues with the Property that may cause Trustee and/or Beneficiaries to be liable for the remediation thereof pursuant to state or federal law, which obligations of Trustors shall survive any reconveyance of this Trust Deed or any judicial or non-judicial sale of the Property in payment of Trustors' financial obligations to Beneficiaries secured hereby.

9. Beneficiaries, or their agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Trust Deed.

10. Upon the transfer or conveyance of all or any fractional interest in the Property, including the grant of any security interest therein, Beneficiaries shall have the unrestricted right to accelerate all payments to be made pursuant to the Note, including, but not limited to,

TRUST DEED

Page 5 of 7

Trustors' Initials: DEW DAW
DEW DAW

outstanding interest and principal, demand that this Note be immediately paid in full, and Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property. Beneficiaries may elect to demand payment in full of the Note and foreclose this Trust Deed at any time subsequent to any such transfer, and no delay on the part of Beneficiaries in making such demand shall act as a waiver of Beneficiaries' right to demand payment in full and commence foreclosure proceedings at some future point in time.

11. The recordation of any financial encumbrance against the Property other than the security interest in favor of Beneficiaries evidenced by this Trust Deed, whether voluntary or involuntary on the part of Trustor, shall immediately and automatically constitute a default under the Note and this Trust Deed unless the express written consent of Beneficiaries with respect to the financial encumbrance is obtained prior to the recordation thereof, and Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property.

12. Any forbearance by Beneficiaries or Trustee 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 hereunder. Likewise, the waiver by Beneficiaries or Trustee of any default of Trustors under this Trust Deed shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.

13. Should any one or more of the provisions of this Trust Deed be determined to be illegal or unenforceable, all other provisions of this Trust Deed shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

14. This Trust Deed, or any provision thereof, shall not be construed against Trustors or Beneficiaries due to the fact that this Trust Deed, or any provision thereof, was drafted by Trustors or Beneficiaries or one of their agents, but rather this Trust Deed shall be construed and interpreted as if it was the product of the joint efforts of Trustors and Beneficiaries, with Trustors and Beneficiaries each having equal input thereto.

15. 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 "Beneficiaries" shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16. 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, Beneficiaries, or Trustee shall be a party, unless brought by Trustee.

17. This Trust Deed shall be governed by the laws of the State of Utah.

18. Should any litigation or other proceeding be commenced by Beneficiaries or Trustee against Trustors arising from this Trust Deed, to enforce this Trust Deed, or concerning the rights

TRUST DEED

Page 6 of 7

Trustors Initials: DEW DAW
DEW DAW

GUARANTEE

A. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, WILDE FIRE LANDSCAPING & CONSTRUCTION, L.L.C., a Utah limited liability company ("Guarantor"), hereby unconditionally and irrevocably guarantees the duties, liabilities and performance of SHANE WILDE ("Borrower"), pursuant to those certain Promissory Notes initially entered into on May 6, 2009, by and between SHANE WILDE as borrower ("Borrower"), and AUDIE M. WHEELER, and WILLIAM E. OLDERMAN, respectively as lenders (collectively referred to herein as "Lender") (the "Promissory Notes"). This Guarantee is a guaranty of payment or other performance, rather than a guaranty of mere collection.

B. Guarantor hereby waives any right to require Lender: (a) to make any presentment, protest, demand or notice of any kind, including, but not limited to, notice of any action or non-action on the part of any other obligor pursuant to the Promissory Notes; (b) to proceed directly or at once against any other obligor pursuant to the Promissory Notes and/or this Personal Guarantee; (c) to proceed directly against or exhaust any collateral provided as security pursuant to the Promissory Note and/or this Guarantee; (d) to pursue any other remedy within Lender's power prior to proceeding against such entity or individual; or (e) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever regarding the Promissory Note, the performance thereof and/or this Guarantee. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the maximum extent permitted by law or public policy.

C. In the event of any dispute or action involving this Guarantee, the prevailing party shall be entitled to all costs related thereto, including attorney fees. Guarantor agrees that this Personal Guarantee shall be governed by and construed according to the laws of the State of Utah, and Guarantors submit to the personal jurisdiction the Third Judicial District Court in and for Summit County, State of Utah, in connection with any proceeding connected with or arising out of this Personal Guarantee.

Effective as of the 6th day of May, 2009.

WILDE FIRE LANDSCAPING &
CONSTRUCTION, L.L.C.


SHANE WILDE, Manager

GUARANTEE

A. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, **ADVANCED OUTDOOR SERVICES, INC.**, a Utah corporation ("Guarantor"), hereby unconditionally and irrevocably guarantees the duties, responsibilities, obligations, liabilities and performance of **SHANE WILDE** ("Borrower"), pursuant to those certain Promissory Notes initially entered into on May 6, 2009, by and between **SHANE WILDE** as borrower ("Borrower"), and **AUDIE M. WHEELER**, and **WILLIAM E. OLDERMAN**, respectively as lenders (collectively referred to herein as "Lender") (the "Promissory Notes") This Guarantee is a guaranty of payment or other performance, rather than a guaranty of mere collection.

B. Guarantor hereby waives any right to require Lender: (a) to make any presentment, protest, demand or notice of any kind, including, but not limited to, notice of any action or non-action on the part of any other obligor pursuant to the Promissory Notes; (b) to proceed directly or at once against any other obligor pursuant to the Promissory Notes and/or this Personal Guarantee; (c) to proceed directly against or exhaust any collateral provided as security pursuant to the Promissory Note and/or this Guarantee; (d) to pursue any other remedy within Lender's power prior to proceeding against such entity or individual; or (e) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever regarding the Promissory Note, the performance thereof and/or this Guarantee. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the maximum extent permitted by law or public policy.

C. In the event of any dispute or action involving this Guarantee, the prevailing party shall be entitled to all costs related thereto, including attorney fees. Guarantor agrees that this Personal Guarantee shall be governed by and construed according to the laws of the State of Utah, and Guarantors submit to the personal jurisdiction the Third Judicial District Court in and for Summit County, State of Utah, in connection with any proceeding connected with or arising out of this Personal Guarantee.

Effective as of the 6th day of May, 2009.

**ADVANCED OUTDOOR SERVICES,
INC.**



SHANE WILDE, President

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of May 6, 2009 by and between ADVANCED OUTDOOR SERVICES, INC. a Utah corporation ("Pledgor"), and AUDIE M. WHEELER ("Wheeler") and WILLIAM E. OLDERMAN ("Olderman") (sometimes collectively referred to herein as "Secured Party").

RECITALS

A. WHEREAS, Pledgor's sole shareholder, Shane Wilde ("Wilde"), has issued two Promissory Notes in favor of Wheeler and Olderman dated as of an even date herewith (the "Promissory Notes"), to evidence Wilde's indebtedness to Secured Party;

B. WHEREAS, as security for Wilde's repayment obligations under the Promissory Notes, Pledgor has agreed to grant Secured Party a security interest in the Collateral described below;

C. WHEREAS, Pledgor has executed a Guarantee dated as of an even date herewith (the "Guarantee") guaranteeing the performance of Wilde's obligations under the Promissory Notes; and

D. WHEREAS, this Security Agreement together with the Promissory Notes and the Guarantee shall collectively be referred to herein as the "Loan Documents."

NOW THEREFORE, Pledgor and Secured Party hereby mutually agree as follows:

AGREEMENT

1. **Security Interest.** To secure the "Obligations" (as defined below), Pledgor hereby transfers, conveys, assigns, and grants to Secured Party a security interest in all right, title and interest of Pledgor in and to all of Pledgor's assets as of the date of this Security Agreement and acquired after the date of this Security Agreement, and all proceeds, and products therefrom and improvements and accessions thereto, including without limiting the generality of the foregoing, the following items (hereinafter, collectively, the "Collateral"):

(a) **General Intangibles.** All of Pledgor's General Intangibles, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "General Intangibles" means any "general intangibles," as such term is defined in the UCC, including all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, know-how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any

letters of credit, guarantee claims, security interests, or other security held by Pledgor to secure any "Accounts" (as hereinafter defined).

(b) **Accounts (including Accounts Receivable)**. All of Pledgor's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any "account" and any "right to payment" as such terms are defined in the UCC, and any right of Pledgor to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, Promissory Notes, drafts, acceptances, all rights to payment earned or unearned under any contract and all rights incident to the contract, and other forms of obligations and receivables.

(c) **Inventory**. All of Pledgor's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means any "inventory," as such term is defined in the UCC, including all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Pledgor's business, wherever located and whether in the possession of Pledgor, a warehouseman, a bailee, or any other person.

(d) **Equipment**. All of Pledgor's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" means any "equipment" as such term is defined in the UCC, and includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Pledgor's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein.

(e) **Goods**. All of Pledgor's Goods (other than Inventory and Equipment), now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. "Goods" means any "goods," as such term is defined in the UCC.

(f) **Fixtures**. All of Pledgor's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Pledgor's business premises.

(g) **Chattel Paper, Documents and Instruments**. All of Pledgor's right, title, and interest in any chattel paper, deposit accounts, investment property, documents, or instruments, as such terms are defined in the UCC, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of Pledgor or Secured Party, together with all proceeds therefrom.

(h) Records. All of Pledgor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning the Collateral.

2. Obligations. The security interest granted hereunder is given as security for the payment and performance of all indebtedness and obligations owed by Wilde to Secured Party, whether now existing or hereafter incurred, under or in connection with or evidenced by the Promissory Notes, this Security Agreement, and/or any other instrument evidencing indebtedness to Secured Party together with all extensions, modifications, or renewals of any of the foregoing, including, without limitation, all unpaid principal amounts, all interest accrued thereon, all fees and all other amounts payable by Pledgor to Secured Party thereunder or in connection therewith (hereinafter referred to, collectively, as the "Obligations").

3. Proceeds; UCC Terms. As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein. As used in this Agreement, "UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Utah; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interests of Secured Party on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Utah, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

4. Title; Filing. Pledgor warrants that, (i) the Pledgor is duly organized and in good standing in the State of Utah, (ii) Pledgor is the owner of the Collateral free and clear of all liens, claims, and encumbrances except for Permitted Liens ("Permitted Liens") set forth on Exhibit A and, (iii) in the case of after-acquired Collateral, at the time Pledgor acquires rights in the Collateral, will be the owner thereof, free and clear of all liens, claims and encumbrances except for Permitted Liens. Pledgor covenants that so long as any portion of the Obligation remains unpaid, Pledgor will not execute or file a financing statement or security agreement covering the Collateral to anyone other than Secured Party, except with respect to Permitted Liens or with the prior written consent of Secured Party and Pledgor shall maintain its good standing in the State of Utah. Pledgor agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In connection with the foregoing, Pledgor authorizes Secured Party to prepare and file any financing statements describing the Collateral without otherwise obtaining Pledgor's signature or consent with respect to the filing of such financing statements. Pledgor will cooperate with Secured Party in obtaining

control (as defined in the UCC) of Collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper, and will join with Secured Party in notifying any third party who has possession of any Collateral of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party. Pledgor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

5. Care of Collateral. Pledgor shall:

(a) keep in effect all material licenses, permits and franchises required by law or contract relating to Pledgor's business (if applicable), property, or the Collateral; maintain insurance on the Collateral; keep the Collateral in good repair and be responsible for any loss or damage to it; at all times warrant and defend Pledgor's ownership and possession of the Collateral; keep the Collateral free from all liens, claims, encumbrances and security interests, other than Permitted Liens; pay when due all taxes, license fees, and other charges upon the Collateral or upon Pledgor's business, property or the income therefrom; not enter into any agreement (including any license or royalty agreement) pertaining to any of its intellectual property, including patents, copyrights, trademarks, service marks and trade names, except for non-exclusive licenses in the ordinary course of business; not enter into any agreement to transfer any of the Collateral except for transfers in the ordinary course of business for fair value; immediately notify Secured Party if Pledgor holds or acquires (i) any commercial tort claims, (ii) any chattel paper, including any interest in any electronic chattel paper, or (iii) any letter-of-credit rights; and not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Security Agreement or of any insurance coverage in any material respect. Loss of, damage to, or uncollectability of the Collateral or any part thereof will not release Pledgor from any of its obligations hereunder;

(b) give Secured Party fifteen (15) days' prior written notice of any change in the Pledgor's name or names under which the Pledgor does business, change in Pledgor's chief place of business, chief executive office or residence or the office where Pledgor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts; and

(c) prior to effectuating any such change described in the preceding subsection (b) take or cause to be taken all actions deemed by Secured Party to be necessary or desirable to prevent any financing or continuation statement from becoming seriously misleading or rendered ineffective, or the security interests granted herein from becoming unperfected or the relative priority thereof otherwise impaired, as a result of such removal or change and, if reasonably requested by Secured Party, provide an opinion of nationally recognized counsel in form and substance reasonably satisfactory to Secured Party, describing such actions and confirming that such actions have been taken and are effective to prevent such results

6. Default. Each of the following shall constitute an event of default ("Event of Default") under this Security Agreement:

(a) Default in Payment. If Pledgor fails to make any payment due and payable under the terms of the Promissory Note, and such payment shall not have been made within ten (10) days of Pledgor receipt of Secured Party's written notice to Pledgor of such failure to pay;

(b) Representations and Warranties. If any of the representations and warranties made by Pledgor herein or by Pledgor any of the Loan Documents shall be false or misleading in any material respect when made;

(c) Covenants. If Pledgor shall be in material default under any of the terms, covenants, conditions, or obligations of this Security Agreement or any of the Loan Documents and such default shall not have been cured within thirty (15) days of Pledgor's receipt of Secured Party's written notice of default;

(d) Impairment to Lien. If at any time the Collateral may be impaired by any lien, encumbrance or other defect other than the Permitted Liens, and such lien, encumbrance or defect shall not have been removed within thirty (30) days of Pledgor's receipt of Secured Party's written notice thereof;

(e) Inconsistent Transfer. If at any time Pledgor transfers an interest in any of the Collateral contrary to the provisions hereof without the prior written consent of Secured Party other than in the ordinary course of business, and such interest in the Collateral shall not have been retransferred or restored within thirty (30) days of Pledgor's receipt of Secured Party's written notice thereof;

(f) Voluntary Bankruptcy or Insolvency Proceedings. If Pledgor shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of any of its creditors, (iii) be dissolved or liquidated in full or in part, suspends its normal business operations or otherwise fails to continue to operate its business in the ordinary course, (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it or (v) take any action for the purpose of effecting any of the foregoing; or

(g) Involuntary Bankruptcy or Insolvency Proceedings. If proceedings for the appointment of a receiver, trustee, liquidator or custodian of Pledgor or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Pledgor or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced, and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement.

Waiver of any Event of Default will not constitute a waiver of any other or subsequent Event of Default.

7. Remedies. Upon the occurrence of an Event of Default and during the continuance of any such default at any time thereafter, Secured Party shall, by written notice to Pledgor, be entitled to accelerate all unpaid Obligations. Secured Party will have the remedies of a secured party under the UCC or other applicable law. Secured Party shall give Debtor such notice of any private or public sales as may be required by the UCC or other applicable law. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Debtor hereby releases, to the extent permitted by law. For the purpose of enabling Secured Party to exercise its rights and remedies under this Section 7 or otherwise in connection with this Agreement, Pledgor hereby grants to Secured Party an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Pledgor) to use, license or sublicense any intellectual property Collateral after an Event of Default.

8. Power of Attorney. The Pledgor hereby irrevocably makes, constitutes and appoints Secured Party, with full power of substitution, as the Pledgor's true and lawful attorney-in-fact, for it and in its name, place and stead for its use and benefit to sign, acknowledge, swear to, deliver and file any document and/or instrument necessary to fulfill Pledgor's covenants and agreements under this Agreement and to enforce the terms of this Agreement, such as, but not limited to, documents and certificates necessary to maintain Pledgor's good standing in the State of Utah, and to perform any other duty or function necessary for the conduct of the business or purposes of Pledgor to which this Agreement relates. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the dissolution of the Pledgor. It may be exercised by Secured Party by listing Pledgor on any instrument subject to the power of attorney over the signature of the attorney-in-fact for all of them. This power of attorney will survive any permitted assignment by Pledgor of this Agreement.

9. Costs and Expenses. Pledgor agrees to pay on demand all reasonable costs and expenses of Secured Party, and the reasonable fees and disbursements of counsel, in connection with the enforcement of any rights or interests under this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral. Any amounts payable to Secured Party under this Section 11 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the default rate of interest set forth in the Promissory Note.

10. General. The waiver by Secured Party of any breach of any provision of this Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Pledgor may not assign its rights or delegate its duties hereunder without Secured Party's written consent. Secured Party may assign its rights hereunder at its sole discretion. This Security Agreement may not be altered or amended except by a writing signed by all the parties hereto. This Security Agreement shall be governed by, and construed in accordance with, the law of the State of Utah,

except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Security Agreement binds Pledgor and its successors and assigns, and inures to the benefit of Secured Party and its successors and assigns. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11. Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed, sent or delivered to the respective parties hereto at or to their respective addresses, facsimile numbers or email addresses set forth below their names on the signature pages hereof, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or five business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); (iii) sent by facsimile transmission; or (iv) sent by email.

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IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, effective as of the date set forth above.

ADVANCED OUTDOOR SERVICES, INC.

SHANE WILDE, PRESIDENT

STATE OF UTAH)
)
:ss
COUNTY OF SUMMIT)

On the 14th day of May, 2009, SHANE WILDE personally appeared before me and declared to me and acknowledged to me that he had voluntarily signed the foregoing document in his capacity as President of Advanced Outdoor Services, Inc., having read and understood it, knowing that the statements therein were true and intended Advanced Outdoor Services, Inc. to be bound thereby.

NOTARY PUBLIC FOR UTAH

Residing at Park City, Utah

SECURED PARTY

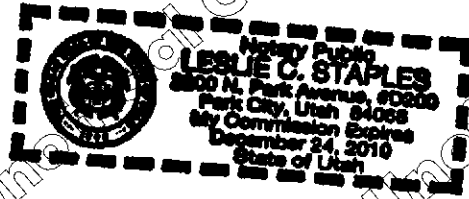
AUDIE M. WHEELER
WILLIAM E. OLDERMAN

EXHIBIT B

PROMISSORY NOTE

This Promissory Note ("Note") is entered into effective the 6th day of May, 2009, by and between SHANE WILDE, ("Borrower"), and WILLIAM E. OLDERMAN ("Alderman").

RECITALS

WHEREAS, Borrower has entered into a Stock Purchase Agreement with Olderman and Audie M. Wheeler (the "SPA"), pursuant to which Borrower has purchased all of the issued and outstanding shares of Advanced Outdoor Services, Inc. from Olderman and Wheeler for a total purchase price of One Million, Two Hundred and Fifty Thousand dollars (\$1,250,000.00) (the "Purchase Price"), \$625,000.00 of which is payable to Olderman.

NOW THEREFORE, Borrower and Olderman hereby mutually agree as follows:

AGREEMENT

1. Borrower hereby promises to pay to the order of Olderman, or Olderman's assigns, the principal amount of Six Hundred and Twenty-Five Thousand dollars (\$625,000.00) together with interest thereon, on the terms and conditions set forth in this Note.

2. Starting on the earlier of June 1, 2014 or the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., interest shall accrue on the unpaid principal balance of this Note at the annual rate of eleven percent (11%) until the entire principal amount is paid in full.

3. Monthly payments in the amount of \$7,103.73 shall be due on the first of every month, with the first payment due on the earlier of: (a) June 1, 2014 or (b) the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., and the final payment due on the earlier of: (i) May 1, 2029 or (ii) the fifteenth year anniversary of the date of the termination of Olderman's employment with Advanced Outdoor Services, Inc., such that the

4. Borrower shall be in default under this Agreement upon the occurrence of one or more of the following events:

a. The nonpayment of any payment when due pursuant to this Agreement;

b. The breach of any term, obligation, covenant or condition contained in this Note, the SPA, the Security Agreement, the Trust Deed, or any of the Guarantees of even date herewith, or any other written agreement related to this Agreement;

c. Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; or

d. Advanced Outdoor Services, Inc dissolves or otherwise ceases conducting its business

operations.

5. Upon the passage of thirty (30) days after Olderman provides Borrower with written notice of a default under Section 4 above without a cure of same, Olderman may declare the entire unpaid principal balance under this Agreement, together with any accrued interest, immediately due, without notice, and then Borrower shall pay that amount.

6. This Note is secured by the May 6, 2009 Trust Deed issued by DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustors to Wheeler and Olderman as Beneficiaries (the "Trust Deed").

7. Borrower shall pay Olderman upon demand any and all cost and expenses incurred by Olderman in collecting any payments due from Borrower or otherwise enforcing the terms of this Agreement of the Trust Deed, including, but not limited to, attorneys' fees (regardless of whether or not a lawsuit is filed).

8. All parties to this Agreement hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Olderman is expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for, or the terms of, payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Agreement, or the performance of any covenant, condition, or agreement hereof or thereof or the taking or release of collateral securing this Agreement. Any such action taken by Olderman shall not discharge the liability of any party to this Agreement.

9. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

10. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

11. This Agreement has been executed and delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby stipulate and mutually agree that in addition to all other courts, venue shall be proper in the Third Judicial District Court in and for Summit County, State of Utah.

12. Borrower may not assign his obligations under this Note without Olderman's advance written consent, which may be withheld for any or no reason, in Olderman's sole discretion. Olderman may assign its right to payment under this Note without Borrower's consent.

IN WITNESS WHEREOF, the undersigned has executed this Note, effective as of the date set forth above.

"BORROWER"



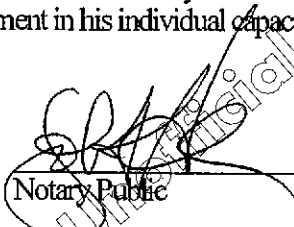
SHANE WILDE

Acknowledgment

State of Utah

County of Summit

On this 26th day of March, 2012, personally appeared before me, SHANE WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.



Notary Public



PROMISSORY NOTE

This Promissory Note ("Note") is entered into effective the 16th day of May, 2009, by and between SHANE WILDE, ("Borrower"), and AUDIE M. WHEELER ("Wheeler").

RECITALS

WHEREAS, Borrower has entered into a Stock Purchase Agreement with William Olderman ("Olderman") and Wheeler (the "SPA"), pursuant to which Borrower has purchased all of the issued and outstanding shares of Advanced Outdoor Services, Inc. from Olderman and Wheeler for a total purchase price of One Million, Two Hundred and Fifty Thousand dollars (\$1,250,000.00) (the "Purchase Price"), \$625,000.00 of which is payable to Wheeler.

NOW THEREFORE, Borrower and Wheeler hereby mutually agree as follows:

AGREEMENT

1. Borrower hereby promises to pay to the order of Wheeler, or Wheeler's assigns, the principal amount of Six Hundred and Twenty-Five Thousand dollars (\$625,000.00) together with interest thereon, on the terms and conditions set forth in this Note.

2. Starting on the earlier of June 1, 2014 or the date of the termination of Wheeler's employment with Advanced Outdoor Services, Inc., interest shall accrue on the unpaid principal balance of this Note at the annual rate of eleven percent (11%) until the entire principal amount is paid in full.

3. Monthly payments in the amount of \$7,103.73 shall be due on the first of every month with the first payment due on the earlier of: (a) June 1, 2014 or (b) the date of the termination of Wheeler's employment with Advanced Outdoor Services, Inc., and the final payment due on the earlier of: (i) May 1, 2029 or (ii) the fifteenth year anniversary of the date of the termination of Wheeler's employment with Advanced Outdoor Services, Inc., such that the

4. Borrower shall be in default under this Agreement upon the occurrence of one or more of the following events:

- a. The nonpayment of any payment when due pursuant to this Agreement;
- b. The breach of any term, obligation, covenant or condition contained in this Note, the SPA, the Security Agreement, the Trust Deed, or any of the Guarantees of even date herewith, or any other written agreement related to this Agreement;
- c. Borrower becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws; or
- d. Advanced Outdoor Services, Inc dissolves or otherwise ceases conducting its business

operations.

5. Upon the passage of thirty (30) days after Wheeler provides Borrower with written notice of a default under Section 4 above without a cure of same, Wheeler may declare the entire unpaid principal balance under this Agreement, together with any accrued interest, immediately due, without notice, and then Borrower shall pay that amount.

6. This Note is secured by the May 6, 2009 Trust Deed issued by DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustees to Wheeler and Olderman as Beneficiaries (the "Trust Deed").

7. Borrower shall pay Wheeler upon demand any and all cost and expenses incurred by Wheeler in collecting any payments due from Borrower or otherwise enforcing the terms of this Agreement of the Trust Deed, including, but not limited to, attorneys' fees (regardless of whether or not a lawsuit is filed).

8. All parties to this Agreement hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Wheeler is expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for, or the terms of, payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Agreement, or the performance of any covenant, condition, or agreement hereof or thereof or the taking or release of collateral securing this Agreement. Any such action taken by Wheeler shall not discharge the liability of any party to this Agreement.

9. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

10. Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions of this Agreement shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

11. This Agreement has been executed and delivered in the State of Utah and shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby stipulate and mutually agree that in addition to all other courts, venue shall be proper in the Third Judicial District Court in and for Summit County, State of Utah.

12. Borrower may not assign his obligations under this Note without Wheeler's advance written consent, which may be withheld for any or no reason, in Wheeler's sole discretion. Wheeler may assign its right to payment under this Note without Borrower's consent.

IN WITNESS WHEREOF, the undersigned has executed this Note, effective as of the date set forth above.

"BORROWER"

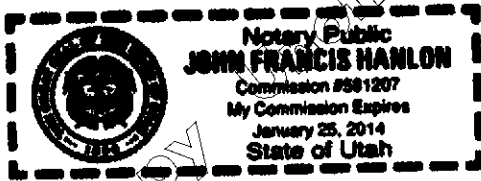
Shane Wilde
SHANE WILDE

Acknowledgment

State of Utah

County of Summit

On this 21st day of March, 2012, personally appeared before me, SHANE WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his individual capacity and that he did so of his own voluntary act for its stated purpose.



Shane Wilde
Notary Public

WHEN RECORDED, RETURN TO:

Matthew B. Hutchinson
Miller Vance & Thompson
P.O. Box 682800
Park City, Utah 84068-2800

TRUST DEED

With Assignment of Rents

THIS TRUST DEED is entered into by and between DAVID ELLIOT WILDE AS TRUSTEE OF THE DAVID ELLIOT WILDE REVOCABLE TRUST and DEBRA A. WILDE AS TRUSTEE OF THE DEBRA A. WILDE REVOCABLE TRUST, as Trustors, whose mailing address is P.O. Box 560, Coalville, Utah 84017, MATTHEW B. HUTCHINSON an attorney licensed to practice law in the State of Utah, as Trustee, whose mailing address is P.O. Box 682800, Park City, Utah 84068-2800, and AUDIE M. WHEELER and WILLIAM E. OLDERMAN, as Beneficiaries, whose mailing address is P.O. Box 548, Park City, Utah 84060.

TRUSTORS HEREBY IRREVOCABLY GRANT, TRANSFER, CONVEY AND ASSIGN TO TRUSTEE IN TRUST, WITH POWER OF SALE, together with any interest therein subsequently acquired by Trustor, the following real property located in Summit County, Utah:

Beginning 1056 feet South 0°46' East of the Northeast Corner of the Northwest Quarter of Section 17, Township 2 North, Range 5 East, Salt Lake Base & Meridian, thence South 0°46' East 994.65 feet, thence North 88°31' West 2450.27 feet, thence North 0°46' West 994.65 feet, thence South 88°31' East 2449.73 feet to the point of beginning.

Parcel No. NS-440 & CT-382-A-2.

Lot 19, Beacon Hill No. II Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Parcel No. BEH-II-19.

together with all buildings, fixtures and improvements thereon and rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter, used or enjoyed with the subject property, or any part thereof, which shall be hereinafter collectively referred to as the "Property", subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiaries to collect and apply such rents, issues, and profits in the absence of a default.

The above conveyance of the Property to the Trustee shall be for the purpose of securing:

- i. the payment of indebtedness evidenced by a Promissory Note of even date herewith, in the initial principal amount of \$625,000.00, made by SHANE WILDE ("Wilde"), and payable to the order of AUDIE M. WHEELER ("Wheeler") at the times, in the manner, and with the interest as therein set forth (the "Wheeler Note"), as well as any extensions and/or renewals and/or modifications of the terms of the Note (Trustors hereby acknowledge that Wheeler is

TRUST DEED

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Trustors' Initials:

DEW DAW

relying upon this Trust Deed as an inducement to make the subject loan to Wilde, and that absent the grant of a security interest in the Property in favor of Wheeler pursuant to this Trust Deed that Olderman would not have made the subject loan to Wilde);

ii. the payment of indebtedness evidenced by a Promissory Note of even date herewith, in the initial principal amount of \$625,000.00, made by Wilde, and payable to the order of WILLIAM E. OLDERMAN ("Olderman") at the times, in the manner, and with the interest as therein set forth (the "Olderman Note"), as well as any extensions and/or renewals and/or modifications of the terms of the Note (Trustors hereby acknowledge that Olderman is relying upon this Trust Deed as an inducement to make the subject loan to Wilde, and that absent the grant of a security interest in the Property in favor of Olderman pursuant to this Trust Deed that Olderman would not have made the subject loan to Wilde);

iii. the payment of such additional loans or advances as hereafter may be made by Wheeler or Olderman to Wilde, or their successors or assigns, when evidenced by a written note or notes reciting that they are secured by this Trust Deed;

iv. the performance of each agreement of Trustors contained herein; and

v. the payment of all sums expended or advanced by Beneficiaries under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THE TRUST DEED, TRUSTORS HEREBY UNCONDITIONALLY COVENANT, WARRANT AND AGREE AS FOLLOWS:

A. Trustors shall promptly pay on demand any and all financial obligations pursuant to the Note not performed by Wilde.

B. Trustors are lawfully seized and possessed of good and indefeasible title and estate to the Property and have the right to grant and convey the Property pursuant to this Trust Deed; the lien created hereby shall constitute a first lien, financial encumbrance and security interest against the Property; the Property is free and clear of all other liens and financial encumbrances, and Trustors will warrant and defend the title to the Property as conveyed herein to Trustee against any and all claims and demand.

C. Trustors shall keep the Property in good condition and repair, not remove or demolish any building thereon, complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon. Trustors shall comply with all laws, covenants and restrictions affecting the Property, not commit or permit waste thereof, not commit, suffer or permit any act upon the Property in violation of law, and 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.

D. Trustors shall provide and maintain insurance, of such type or types and amounts as Beneficiaries may reasonably require, on the improvements now existing or hereafter erected or placed on the Property, including, but not limited to, fire and other hazards included within the term "extended coverage," as Beneficiaries may require from time to time. Such insurance shall be carried in companies reasonably approved by Beneficiaries with loss payable clauses in favor of and in form reasonably acceptable to Beneficiaries. In the event of loss, Trustors shall give

TRUST DEED

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Trustors' Initials:

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immediate notice to Beneficiaries, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiaries instead of to Trustors and Beneficiaries jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiaries, at their option, to reduction of the indebtedness secured hereby or to the restoration or repair of the property damaged.

E. Trustors shall deliver to, pay for and maintain with Beneficiaries until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiaries may require, including abstracts of title or policies of title insurance affording "extended coverage" to Beneficiaries, and any renewals thereof or supplements thereto.

F. Trustors shall appear in and defend any action or proceeding purporting to affect the Property, the title to the Property, or the rights or powers of Beneficiaries or Trustee as they relate to the Property. In the event that Beneficiaries or Trustee elect, in their sole and absolute discretion, to also appear in or defend any such action or proceeding, Trustors shall pay all costs and expenses, including cost of evidence of title and attorney fees incurred by Beneficiaries or Trustee.

G. Trustors shall pay at least fifteen (15) calendar days before delinquency any and all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property.

H. Trustors shall promptly pay, when due, any and all encumbrances, charges and/or liens against the Property or any part thereof, including, but not limited to, principal, interest, fees, penalties, legal costs, and attorney fees as appropriate; provided that Trustors may, at their option, bond over any mechanic's lien against the Property in the manner provided under Utah law.

I. Should Trustors fail to make any payment or do any act as herein provided, the Beneficiaries or Trustee, but without any obligation to do so, and without the need for prior notice to or demand upon Trustor, and without releasing Trustors from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiaries or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiaries or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the sole discretionary judgment of either appear to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in their absolute discretion they may deem necessary thereof, including cost of evidence of title, employ counsel, and pay his attorney fees.

J. Trustors shall pay immediately and without demand all sums expended hereunder by Beneficiaries or Trustee, with interest from date of expenditure at the annual rate of twenty percent (20%) until paid, and the repayment thereof shall be secured hereby.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

TRUST DEED

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DEW DAW

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1. Should the Property 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, Beneficiaries shall be entitled to all compensation, awards, and other payments or relief therefor to the extent of the outstanding obligations of Trustors to Beneficiaries hereunder, and shall be entitled at Beneficiaries' 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 Property, are hereby assigned to Beneficiaries, who may, after deducting therefrom all of its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Trustors agree to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiaries or Trustee may require.

2. At any time and from time to time upon the written request of Beneficiaries, payment of its fees and presentation of this Trust Deed and the Note for endorsements (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, the Trustee may: consent to the making of any map or plat of the Property; join in granting any easement or creating any restriction thereon; join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; reconvey, without warranty, all or any part of the 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 the truthfulness thereof. Trustors agree to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

3. As additional security, Trustors hereby assign to Beneficiaries, any and all rents, issues, royalties, and profits of the Property and of any personal property located thereon. Until Trustors default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustors shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustors default, Trustors' right to collect any such moneys shall cease and Beneficiaries shall have the right, but in no event the obligation, with or without taking possession of the Property, to collect all rents, royalties, issues, and profits, including, but not necessarily limited to, the right, power and authority, but in no event the obligation, of Beneficiaries to enter into new leases and agreements with respect to the Property in an attempt to maximize the revenue to be generated and collected from the Property, and to employ such property managers and/or other agents as may be appropriate to facilitate the same, all at the expense of Trustors to be paid on the same terms as any other payment made by Beneficiaries on behalf of Trustors and/or the Property pursuant to this Trust Deed. Failure or discontinuance of Beneficiaries at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiaries of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiaries to collect, shall be, or be construed to be, an affirmation by Beneficiaries 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. Nevertheless, in the event of a default by Trustor, Beneficiaries shall have the ability, but not the obligation, to enter into new leases with respect to the Property. Beneficiaries shall not, by reason of any of the foregoing, nor

TRUST DEED

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Trustors' Initials:

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DEW DAW

by reason of the collection of any rents, be deemed liable to any tenant for any failure of Trustors to perform and comply with any of Trustors' obligations to such tenant. Trustors hereby irrevocably authorizes and directs any tenant of the Property, upon receipt of written notice from Beneficiaries that Trustors is in default with respect to its obligations pursuant to this Trust Deed and the Note, to pay Beneficiaries all rents and other payments otherwise due and owing to Trustor. Such tenants shall rely upon any such written notice from Beneficiaries and shall pay all such rents and other payments to Beneficiaries without any obligation or right to inquire as to whether such default actually exists, notwithstanding any claim from Trustors to the contrary.

4. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking of 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.

5. The failure on the part of Beneficiaries to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiaries of any default shall not constitute a waiver of any other or subsequent default.

6. TIME IS OF THE ESSENCE HEREOF. Upon the occurrence of any breach or default with respect to the Trustors' obligations pursuant to this Trust Deed or the related Note, Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property.

7. Beneficiaries 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 such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

8. Trustors shall indemnify, defend and hold Trustee and Beneficiaries harmless from any and all damages, expenses, claims, liabilities or obligations of any nature whatsoever, whether currently known or unknown, whether liquidated, contingent or otherwise disputed, including, but not limited to, attorney fees and other litigation costs, arising from or in any way related to any environmental issues with the Property that may cause Trustee and/or Beneficiaries to be liable for the remediation thereof pursuant to state or federal law, which obligations of Trustors shall survive any reconveyance of this Trust Deed or any judicial or non-judicial sale of the Property in payment of Trustors' financial obligations to Beneficiaries secured hereby.

9. Beneficiaries, or their agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Property for the purpose of inspecting the same and for the purpose of performing any of the acts it is authorized to perform under the terms of this Trust Deed.

10. Upon the transfer or conveyance of all or any fractional interest in the Property, including the grant of any security interest therein, Beneficiaries shall have the unrestricted right to accelerate all payments to be made pursuant to the Note, including, but not limited to,

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Trustors' Initials:

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outstanding interest and principal, demand that this Note be immediately paid in full, and Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property. Beneficiaries may elect to demand payment in full of the Note and foreclose this Trust Deed at any time subsequent to any such transfer, and no delay on the part of Beneficiaries in making such demand shall act as a waiver of Beneficiaries' right to demand payment in full and commence foreclosure proceedings at some future point in time.

11. The recordation of any financial encumbrance against the Property other than the security interest in favor of Beneficiaries evidenced by this Trust Deed, whether voluntary or involuntary on the part of Trustor, shall immediately and automatically constitute a default under the Note and this Trust Deed unless the express written consent of Beneficiaries with respect to the financial encumbrance is obtained prior to the recordation thereof, and Beneficiaries shall have the option to foreclose this Trust Deed by judicial or non-judicial sale or in the manner provided by law for the foreclosure of mortgages on real property.

12. Any forbearance by Beneficiaries or Trustee 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 hereunder. Likewise, the waiver by Beneficiaries or Trustee of any default of Trustors under this Trust Deed shall not be deemed to be a waiver of any other or similar defaults subsequently occurring.

13. Should any one or more of the provisions of this Trust Deed be determined to be illegal or unenforceable, all other provisions of this Trust Deed shall be given effect separately from the provision or provisions determined to be illegal or unenforceable and shall not be affected thereby.

14. This Trust Deed, or any provision thereof, shall not be construed against Trustors or Beneficiaries due to the fact that this Trust Deed, or any provision thereof, was drafted by Trustors or Beneficiaries or one of their agents, but rather this Trust Deed shall be construed and interpreted as if it was the product of the joint efforts of Trustors and Beneficiaries, with Trustors and Beneficiaries each having equal input thereto.

15. 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 "Beneficiaries" shall mean the owner and holder, including any pledgee, of the Note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

16. 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, Beneficiaries, or Trustee shall be a party, unless brought by Trustee.

17. This Trust Deed shall be governed by the laws of the State of Utah.

18. Should any litigation or other proceeding be commenced by Beneficiaries or Trustee against Trustors arising from this Trust Deed, to enforce this Trust Deed, or concerning the rights

TRUST DEED

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Trustors' Initials

DEW DAW
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or duties of any party under this Trust Deed, in addition to any other relief which may be granted, the prevailing party shall be entitled to recover its reasonable costs and attorney fees incurred therein.

19. The undersigned Trustees request that a copy of any notice of default and of any notice of sale hereunder be mailed to them at the address first set forth above in this Trust Deed.

IN WITNESS WHEREOF, the undersigned have executed this Trust Deed, effective as of the 14th day of May, 2012.

David Elliot Wilde
David Elliot Wilde as Trustee of the David Elliot Wilde Revocable Trust

Acknowledgment

State of Utah)
 : ss
County of Summit)

On this the 26th day of March, 2012, personally appeared before me, DAVID ELLIOT WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his capacity as the Trustee of the David Elliot Wilde Revocable Trust and that he did so of his own voluntary act for its stated purpose.



[Signature]
Notary Public

Debra A. Wilde
Debra A. Wilde as Trustee of the Debra A. Wilde Revocable Trust

Acknowledgment

State of Utah)
 : ss
County of Summit)

On this the 26th day of March, 2012, personally appeared before me, DEBRA A. WILDE, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he executed the foregoing instrument in his capacity as the Trustee of the Debra A. Wilde Revocable Trust and that she did so of her own voluntary act for its stated purpose.



[Signature]
Notary Public

Trustors' Initials: DEW DAW
DEW DAW

GUARANTEE

A. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, ADVANCED OUTDOOR SERVICES, INC., a Utah corporation ("Guarantor"), hereby unconditionally and irrevocably guarantees the duties, responsibilities, obligations, liabilities and performance of SHANE WILDE ("Borrower"), pursuant to those certain Promissory Notes initially entered into on May 6, 2009, by and between SHANE WILDE as borrower ("Borrower"), and AUDIE M. WHEELER, and WILLIAM E. OLDERMAN, respectively as lenders (collectively referred to herein as "Lender") (the "Promissory Notes"). This Guarantee is a guaranty of payment or other performance, rather than a guaranty of mere collection.

B. Guarantor hereby waives any right to require Lender: (a) to make any presentment, protest, demand or notice of any kind, including, but not limited to, notice of any action or non-action on the part of any other obligor pursuant to the Promissory Notes; (b) to proceed directly or at once against any other obligor pursuant to the Promissory Notes and/or this Personal Guarantee; (c) to proceed directly against or exhaust any collateral provided as security pursuant to the Promissory Note and/or this Guarantee; (d) to pursue any other remedy within Lender's power prior to proceeding against such entity or individual; or (e) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever regarding the Promissory Note, the performance thereof and/or this Guarantee. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the maximum extent permitted by law or public policy.

C. In the event of any dispute or action involving this Guarantee, the prevailing party shall be entitled to all costs related thereto, including attorney fees. Guarantor agrees that this Personal Guarantee shall be governed by and construed according to the laws of the State of Utah, and Guarantors submit to the personal jurisdiction the Third Judicial District Court in and for Summit County, State of Utah, in connection with any proceeding connected with or arising out of this Personal Guarantee.

Effective as of the 6th day of May, 2009.

ADVANCED OUTDOOR SERVICES,
INC.


SHANE WILDE, President

Dated this 26 day of March, 2012

GUARANTEE

A. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, WILDE FIRE LANDSCAPING & CONSTRUCTION, L.L.C., a Utah limited liability company ("Guarantor"), hereby unconditionally and irrevocably guarantees the duties, liabilities and performance of SHANE WILDE ("Borrower"), pursuant to these certain Promissory Notes initially entered into on May 6, 2009, by and between SHANE WILDE as borrower ("Borrower"), and AUDIE M. WHEELER, and WILLIAM E. OLDERMAN, respectively as lenders (collectively referred to herein as "Lender") (the "Promissory Notes"). This Guarantee is a guaranty of payment or other performance, rather than a guaranty of mere collection.

B. Guarantor hereby waives any right to require Lender: (a) to make any presentment, protest, demand or notice of any kind, including, but not limited to, notice of any action or non-action on the part of any other obligor pursuant to the Promissory Notes; (b) to proceed directly or at once against any other obligor pursuant to the Promissory Notes and/or this Personal Guarantee; (c) to proceed directly against or exhaust any collateral provided as security pursuant to the Promissory Note and/or this Guarantee; (d) to pursue any other remedy within Lender's power prior to proceeding against such entity or individual; or (e) to commit any act or omission of any kind, or at any time, with respect to any matter whatsoever regarding the Promissory Note, the performance thereof and/or this Guarantee. Guarantor warrants and agrees that each of the waivers set forth above is made with Guarantor's full knowledge of its significance and consequences and that, under the circumstances, the waivers are reasonable and not contrary to public policy or law. If any such waiver is determined to be contrary to any applicable law or public policy, such waiver shall be effective to the maximum extent permitted by law or public policy.

C. In the event of any dispute or action involving this Guarantee, the prevailing party shall be entitled to all costs related thereto, including attorney fees. Guarantor agrees that this Personal Guarantee shall be governed by and construed according to the laws of the State of Utah, and Guarantors submit to the personal jurisdiction the Third Judicial District Court in and for Summit County, State of Utah, in connection with any proceeding connected with or arising out of this Personal Guarantee.

Effective as of the 6th day of May, 2009.

WILDE FIRE LANDSCAPING &
CONSTRUCTION, L.L.C.


SHANE WILDE, Manager

Dated this 20th day of March 2012.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Security Agreement") is entered into as of May 6, 2009 by and between ADVANCED OUTDOOR SERVICES, INC. a Utah corporation ("Pledgor"), and AUDIE M. WHEELER ("Wheeler") and WILLIAM E. OLDERMAN ("Olderman") (sometimes collectively referred to herein as "Secured Party").

RECITALS

A. WHEREAS, Pledgor's sole shareholder, Shane Wilde ("Wilde"), has issued two Promissory Notes in favor of Wheeler and Olderman dated as of an even date herewith (the "Promissory Notes"), to evidence Wilde's indebtedness to Secured Party;

B. WHEREAS, as security for Wilde's repayment obligations under the Promissory Notes, Pledgor has agreed to grant Secured Party a security interest in the Collateral described below;

C. WHEREAS, Pledgor has executed a Guarantee dated as of an even date herewith (the "Guarantee") guaranteeing the performance of Wilde's obligations under the Promissory Notes; and

D. WHEREAS, this Security Agreement together with the Promissory Notes and the Guarantee shall collectively be referred to herein as the "Loan Documents."

NOW THEREFORE, Pledgor and Secured Party hereby mutually agree as follows:

AGREEMENT

F. Security Interest. To secure the "Obligations" (as defined below), Pledgor hereby transfers, conveys, assigns, and grants to Secured Party a security interest in all right, title and interest of Pledgor in and to all of Pledgor's assets as of the date of this Security Agreement and acquired after the date of this Security Agreement, and all proceeds, and products therefrom and improvements and accessions thereto, including without limiting the generality of the foregoing, the following items (hereinafter, collectively, the "Collateral"):

(a) General Intangibles. All of Pledgor's General Intangibles, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "General Intangibles" means any "general intangibles," as such term is defined in the UCC, including all personal property (including things in action) other than goods, accounts, chattel paper, documents, instruments, and money, and includes, but is not limited to, business records, deposit accounts, inventions, intellectual property, designs, patents, patent applications, trademarks, trademark applications, trademark registrations, service marks, service mark applications, service mark registrations, trade names, goodwill, technology, know-how, confidential information, trade secrets, customer lists, supplier lists, copyrights, copyright applications, copyright registrations, licenses, permits, franchises, tax refund claims, and any letters of credit, guarantee claims, security interests, or other security held by Pledgor to secure any "Accounts" (as hereinafter defined).

(b) Accounts (including Accounts Receivable). All of Pledgor's Accounts, whether now existing or hereafter arising or acquired, together with the proceeds therefrom. As used herein, the term "Accounts" means any "account" and any "right to payment" as such terms are defined in the UCC, and any right of Pledgor to receive payment from another person or entity, including payment for goods sold or leased, or for services rendered, no matter how evidenced or arising, and regardless of whether yet earned by performance. It includes, but is not limited to, accounts, accounts receivable, contract rights, contracts receivable, purchase orders, Promissory Notes, drafts, acceptances, all rights to payment earned or unearned under any contract and all rights incident to the contract and other forms of obligations and receivables.

(c) Inventory. All of Pledgor's Inventory, whether now owned or hereafter acquired, together with the products and proceeds therefrom and all packaging, manuals, and instructions related thereto. As used herein, the term "Inventory" means any "inventory," as such term is defined in the UCC, including all goods, merchandise, and personal property held for sale or leased or furnished or to be furnished under contracts of service, and all raw materials, work in process, or materials used or consumed in Pledgor's business, wherever located and whether in the possession of Pledgor, a warehouseman, a bailee, or any other person.

(d) Equipment. All of Pledgor's Equipment, now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. As used herein, the term "Equipment" means any "equipment" as such term is defined in the UCC, and includes all equipment, machinery, tools, office equipment, supplies, furnishings, furniture, or other items used or useful, directly or indirectly, in Pledgor's business, all accessions, attachments, and other additions thereto, all parts used in connection therewith, all packaging, manuals, and instructions related thereto, and all leasehold or equitable interests therein.

(e) Goods. All of Pledgor's Goods (other than Inventory and Equipment), now owned or hereafter acquired, together with the products and proceeds therefrom, and all substitutes and replacements therefor. "Goods" means any "goods," as such term is defined in the UCC.

(f) Fixtures. All of Pledgor's interest in and to all fixtures and furnishings, now owned or hereafter acquired, together with the products and proceeds therefrom, all substitutes and replacements therefor, all accessories, attachments, and other additions thereto, all tools, parts, and supplies used in connection therewith, and all packaging, manuals, and instructions related thereto, located on or attached to Pledgor's business premises.

(g) Chattel Paper, Documents and Instruments. All of Pledgor's right, title, and interest in any chattel paper, deposit accounts, investment property, documents, or instruments, as such terms are defined in the UCC, now owned or hereafter acquired or arising, or now or hereafter coming into the possession, control, or custody of Pledgor or Secured Party, together with all proceeds therefrom.

(h) Records. All of Pledgor's computer programs, software, hardware, source codes and data processing information, all written documents, books, invoices, ledger sheets, financial information and statements, and all other writings concerning the Collateral.

2. Obligations. The security interest granted hereunder is given as security for the payment and performance of all indebtedness and obligations owed by Wilde to Secured Party, whether now existing or hereafter incurred, under or in connection with or evidenced by the Promissory Notes, this Security Agreement, and/or any other instrument evidencing indebtedness to Secured Party together with all extensions, modifications, or renewals of any of the foregoing, including without limitation, all unpaid principal amounts, all interest accrued thereon, all fees and all other amounts payable by Pledgor to Secured Party thereunder or in connection therewith (hereinafter referred to collectively, as the "Obligations").

3. Proceeds; UCC Terms. As used in this Security Agreement, the term "proceeds" means all products of the Collateral and all additions and accessions to, replacements of, insurance or condemnation proceeds of, and documents covering any of the Collateral, all property received wholly or partly in trade or exchange for any of the Collateral, all leases of any of the Collateral, and all rents, revenues, issues, profits, and proceeds arising from the sale, lease, license, encumbrance, collection, or any other temporary or permanent disposition, of any of the Collateral or any interest therein. As used in this Agreement, "UCC" means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of Utah; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the security interests of Secured Party on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of Utah, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions. Unless otherwise defined herein, terms that are defined in the UCC and used herein shall have the meanings given to them in the UCC.

4. Title; Filing. Pledgor warrants that, (i) the Pledgor is duly organized and in good standing in the State of Utah, (ii) Pledgor is the owner of the Collateral free and clear of all liens, claims, and encumbrances except for Permitted Liens ("Permitted Liens") set forth on Exhibit A and, (iii) in the case of after-acquired Collateral, at the time Pledgor acquires rights in the Collateral, will be the owner thereof, free and clear of all liens, claims and encumbrances except for Permitted Liens. Pledgor covenants that so long as any portion of the Obligation remains unpaid, Pledgor will not execute or file a financing statement or security agreement covering the Collateral to anyone other than Secured Party, except with respect to Permitted Liens or with the prior written consent of Secured Party and Pledgor shall maintain its good standing in the State of Utah. Pledgor agrees to sign and deliver one or more financing statements or supplements thereto or other instruments as Secured Party may from time to time require to comply with the Uniform Commercial Code or other applicable law to preserve, protect and enforce the security interest of Secured Party and to pay all costs of filing such statements or instruments. In connection with the foregoing, Pledgor authorizes Secured Party to prepare and file any financing statements describing the Collateral without otherwise obtaining Pledgor's signature or consent with respect to the filing of such financing statements. Pledgor will cooperate with

Secured Party in obtaining control (as defined in the UCC) of Collateral consisting of deposit accounts, investment property, letter of credit rights and electronic chattel paper, and will join with Secured Party in notifying any third party who has possession of any Collateral of Secured Party's security interest therein and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party. Pledgor will not create any chattel paper without placing a legend on the chattel paper acceptable to Secured Party indicating that Secured Party has a security interest in the chattel paper.

5. Care of Collateral. Pledgor shall:

(a) keep in effect all material licenses, permits and franchises required by law or contract relating to Pledgor's business (if applicable), property, or the Collateral; maintain insurance on the Collateral; keep the Collateral in good repair and be responsible for any loss or damage to it; at all times warrant and defend Pledgor's ownership and possession of the Collateral; keep the Collateral free from all liens, claims, encumbrances and security interests, other than Permitted Liens; pay when due all taxes, license fees, and other charges upon the Collateral or upon Pledgor's business, property or the income therefrom; not enter into any agreement (including any license or royalty agreement) pertaining to any of its intellectual property, including patents, copyrights, trademarks, service marks and trade names, except for non-exclusive licenses in the ordinary course of business; not enter into any agreement to transfer any of the Collateral except for transfers in the ordinary course of business for fair value; immediately notify Secured Party if Pledgor holds or acquires (i) any commercial tort claims, (ii) any chattel paper, including any interest in any electronic chattel paper, or (iii) any letter-of-credit rights; and not misuse, conceal or in any way use or dispose of the Collateral unlawfully or contrary to the provisions of this Security Agreement or of any insurance coverage in any material respect. Loss of, damage to, or uncollectability of the Collateral or any part thereof will not release Pledgor from any of its obligations hereunder;

(b) give Secured Party fifteen (15) days' prior written notice of any change in the Pledgor's name or names under which the Pledgor does business, change in Pledgor's chief place of business, chief executive office or residence or the office where Pledgor keeps its records regarding the Accounts and all originals of all chattel paper that evidence Accounts; and

(c) prior to effectuating any such change described in the preceding subsection (b) take or cause to be taken all actions deemed by Secured Party to be necessary or desirable to prevent any financing or continuation statement from becoming seriously misleading or rendered ineffective, or the security interests granted herein from becoming unperfected or the relative priority thereof otherwise impaired, as a result of such removal or change and, if reasonably requested by Secured Party, provide an opinion of nationally recognized counsel in form and substance reasonably satisfactory to Secured Party, describing such actions and confirming that such actions have been taken and are effective to prevent such results.

6. Default. Each of the following shall constitute an event of default ("Event of Default") under this Security Agreement:

(a) **Default in Payment.** If Pledgor fails to make any payment due and payable under the terms of the Promissory Note, and such payment shall not have been made within ten (10) days of Pledgor receipt of Secured Party's written notice to Pledgor of such failure to pay;

(b) **Representations and Warranties.** If any of the representations and warranties made by Pledgor herein or by Pledgor any of the Loan Documents shall be false or misleading in any material respect when made;

(c) **Covenants.** If Pledgor shall be in material default under any of the terms, covenants, conditions, or obligations of this Security Agreement or any of the Loan Documents and such default shall not have been cured within thirty (15) days of Pledgor's receipt of Secured Party's written notice of default;

(d) **Impairment to Lien.** If at any time the Collateral may be impaired by any lien, encumbrance or other defect other than the Permitted Liens, and such lien, encumbrance or defect shall not have been removed within thirty (30) days of Pledgor's receipt of Secured Party's written notice thereof;

(e) **Inconsistent Transfer.** If at any time Pledgor transfers an interest in any of the Collateral contrary to the provisions hereof without the prior written consent of Secured Party other than in the ordinary course of business, and such interest in the Collateral shall not have been retransferred or restored within thirty (30) days of Pledgor's receipt of Secured Party's written notice thereof;

(f) **Voluntary Bankruptcy or Insolvency Proceedings.** If Pledgor shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator or custodian of itself or of all or a substantial part of its property, (ii) make a general assignment for the benefit of any of its creditors, (iii) be dissolved or liquidated in full or in part, suspends its normal business operations or otherwise fails to continue to operate its business in the ordinary course, (iv) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or consent to any such relief or to the appointment of or taking possession of its property by any official in an involuntary case or other proceeding commenced against it or (v) take any action for the purpose of effecting any of the foregoing; or

(g) **Involuntary Bankruptcy or Insolvency Proceedings.** If proceedings for the appointment of a receiver, trustee, liquidator or custodian of Pledgor or of all or a substantial part of the property thereof, or an involuntary case or other proceedings seeking liquidation, reorganization or other relief with respect to Pledgor or the debts thereof under any bankruptcy, insolvency or other similar law now or hereafter in effect shall be commenced, and an order for relief entered or such proceeding shall not be dismissed or discharged within sixty (60) days of commencement.

Waiver of any Event of Default will not constitute a waiver of any other or subsequent Event of Default.

7. Remedies. Upon the occurrence of an Event of Default and during the continuance of any such default at any time thereafter, Secured Party shall, by written notice to Pledgor, be entitled to accelerate all unpaid Obligations. Secured Party will have the remedies of a secured party under the UCC or other applicable law. Secured Party shall give Debtor such notice of any private or public sales as may be required by the UCC or other applicable law. Secured Party shall have the right upon any such public sale, and, to the extent permitted by law, upon any such private sale, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption, which right or equity of redemption Debtor hereby releases, to the extent permitted by law. For the purpose of enabling Secured Party to exercise its rights and remedies under this Section 7 or otherwise in connection with this Agreement, Pledgor hereby grants to Secured Party an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Pledgor) to use, license or sublicense any intellectual property Collateral after an Event of Default.

8. Power of Attorney. The Pledgor hereby irrevocably makes, constitutes and appoints Secured Party, with full power of substitution, as the Pledgor's true and lawful attorney-in-fact, for it and in its name, place and stead for its use and benefit to sign, acknowledge, swear to, deliver and file any document and/or instrument necessary to fulfill Pledgor's covenants and agreements under this Agreement and to enforce the terms of this Agreement, such as, but not limited to, documents and certificates necessary to maintain Pledgor's good standing in the State of Utah, and to perform any other duty or function necessary for the conduct of the business or purposes of Pledgor to which this Agreement relates. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable, and shall survive the dissolution of the Pledgor. It may be exercised by Secured Party by listing Pledgor on any instrument subject to the power of attorney over the signature of the attorney-in-fact for all of them. This power of attorney will survive any permitted assignment by Pledgor of this Agreement.

9. Costs and Expenses. Pledgor agrees to pay on demand all reasonable costs and expenses of Secured Party, and the reasonable fees and disbursements of counsel, in connection with the enforcement of any rights or interests under this Agreement, including in any out-of-court workout or other refinancing or restructuring or in any bankruptcy case, and the protection, sale or collection of, or other realization upon, any of the Collateral, including all expenses of taking, collecting, holding, sorting, handling, preparing for sale, selling, or the like, and other such expenses of sales and collections of Collateral. Any amounts payable to Secured Party under this Section 11 or otherwise under this Agreement if not paid upon demand shall bear interest from the date of such demand until paid in full, at the default rate of interest set forth in the Promissory Note.

10. General. The waiver by Secured Party of any breach of any provision of this Security Agreement or warranty or representation herein set forth will not be construed as a waiver of any subsequent breach. The failure to exercise any right hereunder by Secured Party will not operate as a waiver of such right. All rights and remedies herein provided are cumulative. Pledgor may not assign its rights or delegate its duties hereunder without Secured Party's written consent. Secured Party may assign its rights hereunder at its sole discretion. This Security Agreement may not be altered or amended except by a writing signed by all the parties hereto. This Security Agreement shall be governed by, and construed in accordance with, the law of the

State of Utah, except as required by mandatory provisions of law and to the extent the validity or perfection of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Utah. Any provision hereof found to be invalid will not invalidate the remainder. All words used herein will be construed to be of such gender and number as the circumstances require. This Security Agreement binds Pledgor and its successors and assigns, and inures to the benefit of Secured Party and its successors and assigns. This Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

11. Notices. All notices or other communications hereunder shall be in writing (including by facsimile transmission or by email) and mailed, sent or delivered to the respective parties hereto at or to their respective addresses, facsimile numbers or email addresses set forth below their names on the signature pages hereof, or at or to such other address, facsimile number or email address as shall be designated by any party in a written notice to the other parties hereto. All such notices and other communications shall be deemed to be delivered when a record (within the meaning of the UCC) has been (i) delivered by hand; (ii) sent by mail upon the earlier of the date of receipt or five business days after deposit in the mail, first class (or air mail as to communications sent to or from the United States); (iii) sent by facsimile transmission; or (iv) sent by email.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement, effective as of the date set forth above.

ADVANCED OUTDOOR SERVICES, INC.

SHANE WILDE, PRESIDENT

STATE OF UTAH)
) :SS
COUNTY OF SUMMIT)

On the 10th day of March, 2012, SHANE WILDE personally appeared before me and declared to me and acknowledged to me that he had voluntarily signed the forgoing document in his capacity as President of Advanced Outdoor Services, Inc., having read and understood it, knowing that the statements therein were true and intended Advanced Outdoor Services, Inc. to be bound thereby.

NOTARY PUBLIC
RESIDING IN PARK CITY, UTAH

SECURED PARTY

AUDIE M. WHEELER

WILLIAM E. OLDERMAN

