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ADAM GARDINER  
Recorder, Salt Lake County, UT  
BARNEY MCKENNA OLMSTEAD  
BY: eCASH, DEPUTY - EF 8 P.

After recording, please return to:

R. Daren Barney, Esq.  
Barney McKenna & Olmstead, P.C.  
43 South 100 East, Suite 300  
St. George Utah, 84770

**Tax Parcel No.:** 33-01-226-001

### DEED OF TRUST

THIS DEED OF TRUST (hereinafter referred to as "**Deed of Trust**") is executed to be effective as of the 30<sup>th</sup> day of January, 2017, by and between Corner Creek Properties, LLC, a Utah limited liability company, located at 150 West Hilton Drive, St. George, Utah 84770 (hereinafter referred to as "**Trustor**"), R. Daren Barney, a member of the Utah State Bar, 43 S. 100 E. Suite 300, St. George, UT 84770 (hereinafter referred to as "**Trustee**"), and Alpha Reinsurance Company, Ltd., c/o GPW and Associated, Inc., 2700 N. Third Street, Ste 3050, Phoenix, AZ 85004 (hereinafter referred to as "**Beneficiary**").

1. Grant in Trust. For valuable consideration, receipt of which is acknowledged, Trustor, to secure the indebtedness and obligations hereinafter described, does hereby irrevocably grant, transfer, assign, convey and warrant to Trustee IN TRUST, WITH THE POWER OF SALE for the benefit of Beneficiary, all estate, rights, title and interest, including insurance benefits, which Trustor now has or may later acquire, either in law or in equity, in and to that certain real property located at 132 West 13490 South, Draper, Utah 84020 and comprised of approximately 2.685 acres, and legally described as set forth in Exhibit "1" (the "**Property**"), which is attached hereto and incorporated herein by this reference, together with (i) all buildings, fixtures and other improvements now on or hereafter located thereon; (ii) all fixtures now or hereafter attached or affixed to or installed in said buildings and other improvements; and (iii) all claims or demands to all proceeds of all insurance now or hereafter in effect with respect to the Property, all awards made for the taking by condemnation or the power of eminent domain, or by any proceeding or purchase in lieu thereof, of the Property, or any part thereof, or any damage or injury thereto.

2. Secured Obligations. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1 above for the purpose of securing: (a) the payment and performance of all obligations of Trustor under that certain purchase money Promissory Note (the "**Note**") dated effective January 6, 2017, by and between Trustor and Beneficiary, in the initial principal amount of One Hundred Forty-Nine Thousand Five Hundred Eighty-Nine Dollars and thirty-nine cents (**\$149,589.39**), and any and all modifications or amendments thereof; and (b) the payment and performance of each agreement of Trustor contained herein.

3. Enforceability. The Note and this Deed of Trust constitute the legal, valid and binding obligations of Trustor enforceable in accordance with their terms.

4. Payment. Trustor will make prompt payment, as the same becomes due, of the Note and of all installments of principal and interest thereon and of all other secured indebtedness.

5. Condition of Property. Trustor agrees to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act with respect to the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

6. Taxes and Assessments. Trustor agrees to pay, when due, all taxes and assessments affecting the Property; to pay, when due, all encumbrances, charges, and liens, with interest, on the Property or any part thereof, whether or not the same appear to be prior or superior hereto; and Trustor shall pay all costs, fees, and expenses of this Deed of Trust. Upon request, Trustor will furnish Beneficiary with receipts showing payment of such taxes and assessments.

7. Condemnation. Immediately upon obtaining knowledge of the commencement of any proceedings for the condemnation of the Property or any portion thereof, or any other proceedings arising out of injury or damage to the Property, or any portion thereof, Trustor will notify the Beneficiary of the pendency of such proceedings. The Beneficiary shall act on its own behalf in any such proceedings, and Trustor shall from time to time deliver to the Beneficiary all instruments requested by it to permit such participation. Trustor shall, at its expense, diligently prosecute any such proceedings, and shall consult with Beneficiary and, if requested, Beneficiary's attorneys and experts, regarding recommendations for the defense of any such proceedings. All proceeds of condemnation awards or proceeds of sale in lieu of condemnation with respect to the Property and all judgments, decrees, awards and insurance benefits/proceeds for harm, injury or damage to the Property are hereby assigned in their entirety to Beneficiary.

8. Protection and Defense of Lien. If the validity or priority of this Deed of Trust or of any rights, titles, liens or security interests created or evidenced hereby with respect to the Property or any part thereof shall be endangered or questioned or shall be attacked directly or indirectly or if any legal proceedings are instituted against Trustor with respect thereto, Trustor will give prompt written notice thereof to the Beneficiary and (except for the obligations of Beneficiary to Trustor under separate agreement or deed) at Trustor's own cost and expense will defend such legal proceedings, including but not limited to the employment of counsel, the prosecution or defense of litigation and the release or discharge of all adverse claims against the Property.

9. Events of Default. The occurrence of any one or more of the following events (including the passage of time, if any, specified therefor) shall constitute a default by Trustor under this Deed of Trust:

(a) The failure of Trustor to pay any amount of principal, interest, or other sums within fifteen (15) days after receipt of notice from Beneficiary that said sums are late and past due;

(b) The failure of Trustor timely and properly to observe, keep or perform any covenant, agreement, warranty or condition herein required to be observed, kept or performed, as and when the same shall become due and/or required, and fails to cure in a timely manner;

(c) A default or event of default occurs under the Note;

(d) If Trustor shall fail, refuse or neglect to perform and discharge fully and timely any obligation or agreement required in this Deed of Trust and fail to cure in a timely manner;

(e) If any representation or warranty made by Trustor or others in, under or pursuant to this Deed of Trust or any document described herein shall be false or misleading in any material respect and Trustor fails to cure in a timely manner; or

(f) If Trustor fails to maintain property, casualty and liability insurance in such amounts as Beneficiary may reasonably request, or if Trustor attempts to decrease such insurance.

10. Remedies. Upon the occurrence of a default, the Beneficiary shall have the following rights and remedies:

(a) Acceleration. Upon the occurrence of a default, and failure to cure during the grace period permitted under the Note, the Beneficiary may give notice to Trustor of Beneficiary's intent to accelerate the amount owing on the loan if the late payment and related late fee are not paid within fifteen (15) days of receipt of said notice. If payment is not received during that period, Trustor may declare that the secured indebtedness, in its entirety, is immediately due and payable, and the liens and security interests evidenced hereby shall be subject to foreclosure in any manner provided for herein or provided for by law as the Beneficiary may elect.

(b) Possession. Upon the occurrence of a default and acceleration of the loan, the Beneficiary is authorized, either in person or by agent, or by a receiver appointed by a court, prior or subsequent to the institution of any foreclosure proceedings to enter upon the Property, or any part thereof, and to take possession of the Property to protect and secure the Property. If necessary to obtain the possession provided for above, the Beneficiary may invoke any and all legal remedies to dispossess Trustor, including specifically one or more actions for forcible entry and detainer, trespass to try title and restitution. Should the Beneficiary incur any such liability, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby and Trustor shall reimburse the Beneficiary therefor immediately upon demand.

(c) Power of Sale. Upon the occurrence of a default, the Trustee, its successor or substitute is authorized and empowered to execute all written notices then required by law to cause the Property to be sold under power of sale to satisfy the secured indebtedness. Trustee shall give and record such notices as the law then requires as a condition precedent to a trustee's sale. When the minimum period of time required by law after giving all required notices has elapsed, Trustee, without notice to or demand upon Trustor except as otherwise required by law, shall sell the Property at the time and place of sale fixed by it in the notice of sale, at one or several sales, either as a whole or in separate parcels and in such manner, all as Trustee in its sole discretion may determine except as otherwise required by law, at public auction to the highest bidder for cash, in

lawful money of the United States, payable at the time of sale (the obligations hereby secured being the equivalent of cash for purposes of said sale).

(d) Judicial Foreclosure. This Deed of Trust may, upon the occurrence of a default by Trustor, be foreclosed as a mortgage upon the Property in any manner permitted by the laws of the State of Utah, and any foreclosure suit may be brought by the Trustee or by the Beneficiary.

(e) Remedies Cumulative. All remedies herein expressly provided for are cumulative of any and all other remedies existing at law or in equity and are cumulative of any and all other remedies provided for in any other instrument securing the payment of the secured indebtedness, or any part thereof, or otherwise benefiting the Beneficiary, and the Trustee and the Beneficiary shall, in addition to the remedies herein provided, be entitled to avail themselves of all such other remedies as may now or hereafter exist at law or in equity for the collection of the secured indebtedness and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any remedy provided for hereunder or under any such other instrument or provided for by law shall not prevent the concurrent or subsequent employment of any other appropriate remedy or remedies.

(f) Protection of Security. Should Trustor fail to make any payment or to do any act as herein provided or as provided in the referenced promissory note, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor 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; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay counsel's reasonable fees.

(g) Trustee's Powers. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; or (b) 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. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

(h) Attorneys Fees. In the event of a default, the Beneficiary shall be entitled to recover from Trustor all costs and reasonable attorney's fees associated with pursuing any and all of the remedies set forth herein.

11. No Waiver. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right, and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

12. Successor Trustee. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or 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.

13. Successors and Assigns. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their successors and assigns. In this Deed of Trust, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

14. Severability. A determination that any provision of this Deed of Trust is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Deed of Trust to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

15. Counterparts. This Deed of Trust may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

16. Notice. Any notice, request, demand or other communication required or permitted hereunder, or under the Note, or under any other instrument securing the payment of the Note (unless otherwise expressly provided therein) shall be given in writing by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) prepaid telegram, telex or facsimile sent to the intended addressee at the address shown on Exhibit "2" to this Deed of Trust, or to such different address as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of telegram, telex or facsimile, upon receipt.

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

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



EXHIBIT 1

PROPERTY LEGAL DESCRIPTION

PARCEL 'B'

BEGINNING AT A POINT SOUTH 89°39'33" EAST 122.46 FEET TO THE NORTHEAST CORNER OF SAID SECTION 1, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN AND SOUTH 89°58'16" WEST ALONG THE SECTION LINE 163.90 FEET AND SOUTH 0°01'44" EAST 84.00 FEET AND SOUTH 89°58'16" WEST 572.15 FEET FROM THE WITNESS CORNER TO SAID NORTHEAST CORNER, AND RUNNING THENCE SOUTH 0°01'44" EAST 228.40 FEET; THENCE NORTH 89°58'16" EAST 135.56 FEET, MORE OR LESS; THENCE SOUTH 0°01'44" EAST 235.72 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 13490 SOUTH STREET, SAID POINT BEING ON THE ARC OF A 532.03 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°34'29" A DISTANCE OF 98.19 FEET (CHORD BEARS SOUTH 84°41'25" WEST 98.05 FEET), 2) SOUTH 0°01'04" EAST 6.00 FEET, 3) SOUTH 89°58'16" WEST 179.41 FEET; THENCE NORTH 0°01'44" WEST 563.15 FEET TO THE NORTH SECTION LINE OF SAID SECTION 1; THENCE NORTH 89°58'16" EAST ALONG SAID SECTION LINE 194.08 FEET; THENCE SOUTH 0°01'44" EAST 84.00 FEET; THENCE SOUTH 89°58'16" WEST 53.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 116,980 SQ. FT. OR 2.685 ACRES

EXHIBIT 2

Beneficiary:

Alpha Reinsurance Company, Ltd.  
c/o GPW and Associated, Inc.  
2700 N. Third Street, Ste 3050  
Phoenix, AZ 85004

Trustor:

Corner Creek Properties, LLC  
150 West Hilton Drive  
St. George, Utah 84770

Trustee:

R. Daren Barney, Esq.  
Barney McKenna & Olmstead, P.C.  
43 S 100 E. Suite 300  
St. George, UT 84770