

12947964
3/12/2019 11:41:00 AM \$24.00
Book - 10759 Pg - 7283-7289
RASHELLE HOBBS
Recorder, Salt Lake County, UT
NORTH AMERICAN TITLE LLC
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED MAIL TO:

Blaser Financial, LP
1768 South Ridge Point Drive
Bountiful, UT 84010

SPACE FOR RECORDER'S USE

PARCEL NOS. 15-12-130-016; 15-12-130-013; 15-12-130-014

TRUST DEED WITH ASSIGNMENT OF RENTS

THIS TRUST DEED is made this 11th day of March, 2019, by TBD Pickle, LLC, a Delaware limited liability company, whose address is 537 West, 600 South, Suite 400, Salt Lake City, Utah, 84101, as TRUSTOR; North American Title Company, whose address is 290 South Main Street, Bountiful, Utah 84010, as TRUSTEE, and Blaser Financial, LP, a Utah limited partnership, whose address is 1768 South Ridge Point Drive, Bountiful, UT 84010, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE, and its successors and assigns, IN TRUST, WITH POWER OF SALE, the real property, situated in Salt Lake County, State of Utah, and described more particularly as follows (hereinafter collectively referred to as the "Property"):

PARCEL 1 (Tax Parcel No. 15-12-130-016 0000):

COMMENCING AT A POINT 41.25 FEET SOUTH FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 123.75 FEET, THENCE EAST 15 RODS; THENCE NORTH 123.75 FEET, THENCE WEST 15 RODS TO THE PLACE OF COMMENCEMENT.

PARCEL 2 (Tax Parcel No. 15-12-130-013-0000):

COMMENCING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A" SALT LAKE CITY SURVEY; THENCE SOUTH 2.5 RODS; THENCE EAST 10 RODS; THENCE NORTH 2.5 RODS; THENCE WEST 10 RODS TO THE BEGINNING.

PARCEL 3 (Tax Parcel No. 15-12-130-014-0000):

BEGINNING 10 RODS EAST FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 12, PLAT "A", SALT LAKE CITY SURVEY; THENCE SOUTH 2.5 RODS; THENCE EAST 5 RODS; THENCE NORTH 2.5 RODS; THENCE WEST 5 RODS TO THE BEGINNING.

TOGETHER WITH all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof (the Property and all of the foregoing are hereinafter sometimes referred to collectively as the "Collateral"), SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000.00), made by Trustor and TBD Hide, LLC, a Delaware limited liability company, as co-borrowers, and payable to the order of Beneficiary, at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof (such promissory note being referred to herein as the "Note"); (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor or its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed, if any; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. To keep the Collateral in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Collateral; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Collateral in violation of law; to do all other acts which from the character or use of the Collateral may be reasonably necessary, the specific enumerations herein not excluding the general. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustee shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Collateral, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting the Collateral, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Collateral; to pay, when due, all encumbrances, charges, and liens with interest, on the Collateral or any part thereof, which at any time appear to be prior or superior hereto; and to pay all costs, fees, and expenses of this Trust. Upon notice from Beneficiary to Trustor, there shall be added to the payments required by the Note, such equal periodic payments as are necessary to create a cash reserve for the payment of taxes and insurance when due, and such amount shall be a first deduction from any payment made by Trustor and shall be held separately by Beneficiary for such purposes. Such reserves are pledged to Beneficiary to secure the Note and the performance of the agreements contained in this Trust Deed.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice 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, Beneficiary or Trustee being authorized to enter upon and take possession of the Collateral for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien, excluding the first mortgage relating to the Property which the parties acknowledge is senior in priority to this Trust Deed, 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 his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

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

of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; and (d) reconvey, without warranty, all or any part of the Collateral. 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.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Collateral. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Collateral affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Collateral or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of the Collateral, 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 Collateral, 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.

13. 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.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Collateral to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Collateral on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which the Collateral, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its deed conveying the Collateral so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10% per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for recording in the office of the County Recorder of each county in which the Collateral 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.

18. 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. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Note. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law.

20. The interpretation, construction and enforcement of this Trust Deed shall be governed by the laws of the State of Utah.

21. Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address set forth above

IN WITNESS WHEREOF, Trustor has executed this Trust Deed with Assignment of Rents as of the day and year first above written.

TRUSTOR:

TBD PICKLE, LLC, a Delaware limited liability company

By: The Big Dill QOZB, LLC, its sole Member

By: The Big Dill OZ Fund, LLC, its Managing Member

By: WB SLC Founders, LLC, its Managing Member


By: BCG Development, LLC, its Co-Managing Member

By: 
Name: Brandon Blaser
Title: Manager

[Acknowledgements follow]

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 11th day of March, 2019, before me, a Notary Public in and for said state, personally appeared Brandon Blaser, known or identified to me, who executed the above instrument in the capacity set forth above.



Notary Public

1483495

