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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE UT CO
BY: eCASH, DEPUTY - EF 13 P.

WHEN RECORDED, MAIL TO:

J. Tayler Fox
Durham Jones & Pinegar
111 South Main Street, Suite 2400
Salt Lake City, Utah 843111

Parcel Nos. 16-31-353-004-0000
and 16-31-353-031-0000

**DEED OF TRUST,
ASSIGNMENT OF RENTS AND LEASES,
SECURITY AGREEMENT AND
FIXTURE FILING**

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing (the "Trust Deed"), is made and given as of September 15, 2020 (the "Effective Date"), by ES,SSUT, LLC, a Utah limited liability company, or its assigns, whose address is 2141 Parleys Terrace, Salt Lake City, Utah, 84109 ("Grantor"), to and in favor of First American Title Company, ("Trustee"), whose address is 578 South State Street, Salt Lake City, Utah, for the benefit of SAFE HARBOR ASSOCIATES, INC., a Utah corporation ("Beneficiary"), whose address is 1644 N. Park Avenue, Washington, Utah, 84780. For good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Grantor represents, warrants, covenants, and agrees as follows:

ARTICLE 1: GRANT AND CONVEYANCE OF COLLATERAL

1.01 **Conveyance of Real Property.** Grantor hereby assigns, grants, bargains, sells, conveys, warrants, and transfers to Trustee in trust, for the benefit of Beneficiary, with power of sale and right of entry and possession, all of Grantor's right, title, and interest, whether presently owned or hereafter arising, in and to: (a) the real property located in Salt Lake County, Utah, which is more fully described in Exhibit "1" attached hereto and incorporated herein by this reference, together with any strips, gaps, gores, alleys, and rights to any adjoining vacated alley ways or streets pertaining or appurtenant thereto (the "Land"); (b) all buildings, structures, fixtures, facilities, and other improvements now or hereafter located on or attached to the Land (the "Improvements"); and (c) all water rights, water stock, royalties, mineral oil and gas rights and profits, rights-of-way, easements, leases (including without limitation any ground leases), subleases, rents, income, issues, profits, tenements, hereditaments, privileges, appurtenances, and similar rights used or enjoyed in connection with, or in any manner pertaining to or derived from, the Land or the Improvements. The foregoing are collectively referred to as the "Real Property."

1.02 **Security Interest in Personal Property.** Grantor hereby assigns and grants to Beneficiary a security interest in all of Grantor's right, title, and interest, whether presently existing or hereafter arising, in and to: (a) all furnishings, fixtures, equipment, materials, supplies, goods, and any other personal property now or hereafter located on, attached to, or used in connection with the Real Property or the construction of any Improvements thereon, whether

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or not stored or located on or off the Real Property; (b) all insurance policies, insurance proceeds, unearned premiums, and condemnation awards with respect to any of the foregoing; and (c) all products and proceeds from any of the foregoing. The foregoing are collectively referred to as the “**Personal Property**,” and the Real Property and the Personal Property are collectively referred to as the “**Collateral**.”

1.03 **Secured Obligation**. This Trust Deed is given for the purpose of securing (a) the payment and performance of each and every agreement, obligation, liability, indebtedness, and undertaking of Grantor and Borrower (including without limitation the obligation to pay principal, interest and other fees and charges, the “**Loan**”) in connection with or in any manner relating to a Promissory Note of even or recent date herewith in the original principal amount of **\$3,030,000.00** (as amended from time to time, the “**Promissory Note**” or “**Note**”), together with all amendments, modifications, extensions, and renewals thereof, whether presently existing or hereafter made; (a) the payment and performance by Grantor of each agreement, obligation, liability, indebtedness, and undertaking contained in this Trust Deed; (b) the payment of all sums expended or advanced by Trustee or Beneficiary pursuant to the terms of this Trust Deed, together with interest thereon at the rate prescribed in the Promissory Note; and (c) the payment of such additional loans or extensions of credit as hereafter may be made by Beneficiary to Grantor, or its successors or assigns, when evidenced by a loan agreement, promissory note, or other written agreement reciting that such loans are secured by this Trust Deed. The obligations, liabilities, indebtedness, and undertakings referred to in the foregoing clauses (a) through (c) are referred to, collectively, as the “**Secured Obligation**”.

ARTICLE 2: REPRESENTATIONS, WARRANTIES, AND COVENANTS OF GRANTOR

2.01 **Construction of Improvements**. Grantor will not undertake the construction, remodeling, refurbishing, or rehabilitation of any Improvements on the Real Property without the express written consent of Beneficiary, except as set forth herein or is reasonably necessary for the ordinary care and maintenance of the Real Property, or as required by applicable laws, rules, regulations, building codes, or any governmental agency. If Grantor makes improvements as allowed herein, Grantor agrees to diligently pursue the same to completion in a good and workmanlike manner and in accordance with all applicable laws, rules, regulations, building codes, and other requirements of any governmental agency or instrumentality having jurisdiction over the Real Property for the construction of any improvements thereon. Grantor agrees to improve the Real Property, at Grantor’s sole cost, as follows: Resurfacing front drive isles (\$65,000), Re-roofing second floor units on both north and south on the front drive isle (\$50,000), Repainting gate/refresh gate (\$8,000), Painting exterior over block/entire facility (\$45,000), Adding new doors where the plastic is (\$7,000), Upgrading front and rear entrances (\$35,000), Creating 40-50 individual units inside the warehouse (\$45,000), Refurbishing/remodeling of rental home (\$25,000), Fully remodeling to office area (\$32,000), New lighting throughout the entire facility (\$20,000), Increasing height of the second east gate/wall for security (\$5,000), Adding new LED signage on both State street and second east entrances (\$35,000), Adding air conditioner units to all second floor units (\$20,000). The foregoing amounts listed in parentheses do not in any way create liability for Grantor, nor can they be used to determine damages upon an Event of Default, but merely illustrate the estimated cost of each improvement. Grantor agrees to send pictures to Beneficiary upon completion of

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each of the foregoing improvements. Grantor agrees to do these improvements within twelve (12) months from the Effective Date.

2.02 **Preservation and Protection of the Collateral.** To preserve and protect the Collateral and Beneficiary's security interest therein, Grantor hereby agrees and covenants as follows:

A. **Real Property.** Grantor shall keep and maintain the Real Property in good condition and repair. Grantor shall not remove or demolish any part of any building, structure, or other Improvement on the Real Property without written consent of Beneficiary, and shall complete or restore promptly and in good and workmanlike manner any Improvement which may be lost, damaged or destroyed without regard to the adequacy of any insurance covering such loss. Grantor shall comply with all laws, rules, regulations, covenants, and restrictions which may now or hereafter affect the Real Property or its use and enjoyment, and shall not commit or permit any waste thereof.

B. **Personal Property.** Grantor shall keep and maintain any tangible Personal Property in good condition and repair and shall not remove the same from the Real Property or the Land without Beneficiary's prior written consent; provided, however, if no Event of Default has occurred or is continuing, Grantor may remove items of Personal Property in the normal and ordinary course of its business where such removed items do not, individually or in the aggregate, constitute a material portion of the Personal Property.

2.03 **Entry and Inspections.** Grantor shall allow Beneficiary to enter the Real Property to inspect improvements and ensure proper maintenance and care of the Real Property. Beneficiary shall give reasonable advance notice to Grantor prior to entering the Real Property. Any inspection of the Real Property by Beneficiary shall be conducted during regular business days and hours, unless otherwise agreed to by the parties. Beneficiary shall be liable to Grantor for the gross negligence or willful misconduct of Beneficiary, its agents, contractors and employees, during any inspections of the Real Property. If Beneficiary determines in its sole discretion that the Real Property is not being reasonably cared for and maintained by Grantor, then Beneficiary shall immediately notify Grantor in writing, identifying with specificity all defects that need to be cured by Grantor. Grantor shall then have thirty (30) days from the date of the receipt of written notice to cure all defects at the expense of Grantor, provided that, if cure cannot reasonably be completed within thirty (30) days, Grantor shall commence cure within thirty (30) days and diligently complete it. If Grantor fails to cure any defect specified by Beneficiary in the manner set forth herein, such shall constitute an Event of Default, and Beneficiary may exercise its remedies in accordance with Article 5 below.

2.04 **Insurance.** Grantor shall obtain and maintain insurance on all tangible Collateral in such amount, with such deductibles, and insuring against such risks and perils as is customary for persons owning and using similar types of property and as otherwise reasonably required by Beneficiary. All policies shall contain a provision that such policies will not be canceled, terminated, or materially amended or altered without at least thirty (30) days prior written notice to Beneficiary. Beneficiary shall be named as an additional loss payee under each of the policies. Grantor shall deliver to Beneficiary a copy of the original of each of the policies of insurance that Grantor is required to obtain and maintain, or cause to be provided and maintained, under this Trust Deed.

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2.05 **Losses and Claims Covered by Insurance.** In the event of any loss, damage, or casualty that is covered by insurance, Grantor shall give immediate notice to Beneficiary and the insurer. If Grantor fails to give such notice, or at any time that an Event of Default is continuing, Beneficiary may make proof of loss on any insurance policy, and may settle and adjust all claims thereunder. Provided (a) no Event of Default has occurred and is continuing; (b) the amount of any insurance proceeds (plus any other funds committed by Grantor and delivered to Beneficiary or otherwise made available, as determined by Beneficiary in its sole discretion) are sufficient to restore and repair fully any damage or destruction to the insured property to the same or better condition prior to such destruction; (c) any restoration or repair can be completed prior to the maturity date of the Secured Obligation; (d) Grantor provides evidence satisfactory to Beneficiary that any lease of the Real Property will not be terminated prior to the time all restorations and repairs shall be completed; and (e) Grantor provides evidence satisfactory to Beneficiary that Grantor can satisfy any payment obligations on the Secured Obligation during the period of any restoration or repair, then in such event Grantor may use the insurance proceeds to restore and repair any damage to the insured property; provided, however, Beneficiary may, in its discretion, receive such insurance proceeds and control the disbursement thereof in accordance with reasonable, good faith procedures. If any of the conditions described in clauses (a) through (e) in the proceeding sentence have not been met to the satisfaction of Beneficiary, Beneficiary may, in its discretion, use or permit the use of any insurance proceeds to make partial restoration or repairs or to apply the same against the Secured Obligation.

2.06 **Taxes and Impositions.** Grantor shall pay, prior to delinquency, all taxes, assessments (general and special), and ground rents affecting, assessed against, or otherwise related to the Real Property,

2.07 **Defense of Title; Discharge of Liens.** Grantor represents and warrants to Beneficiary that Grantor is the owner of good and marketable fee title to the Collateral free and clear of any lien, claim, or encumbrance (collectively, "Liens") except the Lien granted to Beneficiary in this Trust Deed and such permitted encumbrances as have been approved in writing by Beneficiary prior to such encumbrances becoming a lien against the Collateral ("**Permitted Encumbrances**"). Grantor shall not create or grant, or cause or allow by operation of law, any other Lien with respect to the Collateral other than the Lien granted herein to Beneficiary and the Permitted Encumbrances, even if such other Liens may be junior or subordinate to the Lien of Beneficiary, without the express written consent of Beneficiary. Grantor shall promptly pay, remove, and discharge any Lien against the Collateral other than the Permitted Encumbrances, whether or not the same may have priority over the Lien of Beneficiary. Grantor shall promptly give notice to Beneficiary of the assertion of any Lien against the Collateral, or any litigation or proceeding pertaining thereto. Grantor shall 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; provided, however, should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, Grantor agrees to pay all costs and expenses incurred by Beneficiary or Trustee, including without limitation costs of evidence of title and reasonable attorney's fees.

2.08 **Performance in Grantor's Stead.** Should Grantor fail to make any payment or to do any act as required herein, then either Beneficiary or Trustee may, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof: (a) make or do the same in such manner and to such extent as either may

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deem necessary to protect the security hereof, and in so doing Beneficiary or Trustee are authorized to enter upon the Real Property for such purposes; (b) commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, settle, discharge, or compromise any Lien which in the judgment of either appears to be prior or superior to the Lien granted in this Trust Deed; and (d) in exercising any such powers or rights, incur any liability and expend such sums as it in its absolute discretion may deem necessary therefor, including without limitation the cost of completing any improvements, the cost of evidence of title, and the costs of retaining counsel. Grantor agrees to pay immediately on demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the default rate set forth in the Promissory Note and the repayment thereof shall be secured hereby.

2.09 **Restrictions on Transfers.** Except as otherwise provided herein or in the Note, Grantor shall not Transfer (as hereinafter defined) the Collateral or any part thereof without first obtaining the written consent of the Beneficiary, which shall not be unreasonably withheld. Any such Transfer, if the Beneficiary shall not so consent, shall constitute an Event of Default under the terms of this Trust Deed and the Note. As used herein, a "Transfer" means any voluntary or involuntary assignment, transfer, conveyance, pledge, encumbrance, hypothecation, sale, or disposition, or an agreement to assign, transfer, convey, pledge, encumber, hypothecate, sell, or dispose of, all or any part of the Collateral. If Grantor is not a natural person, a Transfer shall be deemed to have occurred if (a) Grantor assigns, sells, transfers, or conveys substantially all of its assets; or (b) Grantor enters into any merger, consolidation, or similar reorganization where the resulting or surviving entity is not Grantor.

2.10 **Further Assurances.** Grantor shall promptly execute and deliver to Beneficiary such other documents and instruments as Beneficiary may reasonably request to further effect or perfect Beneficiary's security interest in the Collateral, including without limitation UCC-1 financing statements. Grantor shall do such other acts as Beneficiary may reasonably request to carry out more effectively the purposes of this Trust Deed and to subject any property intended to be covered or intended to be covered by this Trust Deed to the Lien of Beneficiary created herein.

ARTICLE 3: MUTUAL COVENANTS AND AGREEMENTS

3.01 **Plats, Easements, and Reconveyances.** 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 Promissory Note for endorsement (in case of full reconveyance), without affecting the liability of any person for the payment of the Secured Obligation, Trustee may (a) consent to the making of any map or plat of the Land; (b) join in granting any easement or creating, any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the Real 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. Grantor agrees to pay reasonable Trustee's fees for any of the services mentioned in this Section 3.01.

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ARTICLE 4: ASSIGNMENT OF LEASES AND RENTS

4.01 **Assignment.** As additional security for the Secured Obligations, Grantor hereby assigns to Beneficiary all leases, subleases, rents, issues, profits, and income with respect to or in any manner arising from the Collateral or the use or enjoyment thereof, whether the same are presently existing or hereafter created or arising. The assignment granted herein shall be deemed an absolute assignment. Nevertheless, until Grantor shall default in the payment of any of the Secured Obligation or in the performance of any agreement or undertaking in this Trust Deed or any other Loan Document, Grantor shall have a revocable license to collect and use all such rents, issues, royalties, profits, and income which become payable, and have been collected, prior to such default. If Grantor shall default as aforesaid, Grantor's license to collect any of such moneys shall automatically cease and Beneficiary shall have the right to collect all such rents, royalties, issues, profits, and income. Beneficiary may enforce such right with or without taking possession of the Collateral; whether or not Beneficiary has commenced any foreclosure or similar proceedings, and without regard to the adequacy of any other Collateral to satisfy the Secured Obligations or the danger of any of the Collateral being lost, damaged, destroyed, or consumed. Beneficiary may endorse and deposit any check or other item evidencing payments received under this Section 4.01, either in its own name or that of Grantor. 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 Security Instrument to any such tenancy, lease or option.

ARTICLE 5: EVENTS OF DEFAULTS; REMEDIES

5.01 **Events of Default.** The occurrence or existence of any of the following events or conditions constitutes an "Event of Default" under the terms of this Trust Deed:

A. The occurrence of an "Event of Default" as defined in the Note.

B. A default by Grantor in the performance of any other duty, obligation, covenant, or undertaking contained in this Trust Deed, the Note, or in any other agreement between Grantor and Beneficiary, whether presently existing or hereafter arising, other than a matter constituting a separate and distinct event of default under this Trust Deed or the Note, and the continuance of the same without cure for a period of thirty (30) days, provided that, if cure cannot reasonably be completed within thirty (30) days, Grantor shall commence cure within thirty (30) days and diligently complete it.

5.02 **Remedies.** Upon the occurrence of an Event of Default hereunder, the entire Secured Obligation shall become immediately due and payable without notice, presentment, or demand, all of which are hereby waived by Grantor and Beneficiary shall have all remedies available at law or in equity. The failure on the part of Beneficiary to promptly enforce any right or pursue any remedy hereunder shall not operate as a waiver of such right or remedy; the waiver by Beneficiary of any default shall not constitute a waiver of such right or remedy; and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

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5.03 **Foreclosure or Exercise of Power of Sale.** Upon the occurrence of an Event of Default Beneficiary may elect to foreclose this Trust Deed as a mortgage or to exercise the power of sale granted herein. The initial election by Beneficiary to pursue a judicial foreclosure or trustee's sale shall not constitute an election of remedies or otherwise prevent Beneficiary from stopping or suspending the pursuit of a particular remedy and, instead, pursuing any other remedy. In pursuing any remedy, Beneficiary shall comply with, and be entitled to the benefits of, all applicable laws at the time such remedy is pursued, including, without limitation, those applicable to the exercise of the power of sale pursuant to the trust deed statutes then in effect; provided, however, if the trust deed statutes have been repealed or the remedies therein have been, in Beneficiary's opinion, curtailed, then Beneficiary may, if the statutes so permit, apply applicable law at the time this Trust Deed is executed.

5.04 **Foreclosure Expenses.** Grantor acknowledges that, as a result of any default hereunder, Trustee or Beneficiary may elect to obtain title or foreclosure reports, title policies in favor of purchasers at any foreclosure or trustee's sale, appraisals, environmental site assessments, engineering reports, the services of an attorney, and other professional services to determine the condition, status, and value of the Collateral or to assist it in any foreclosure proceeding or the exercise of the power of sale granted herein. Such costs and expenses are a foreseeable consequence of any Event of Default and the pursuit of Beneficiary's remedies as a result thereof, whether incurred in connection with a judicial foreclosure, trustee's sale, or deed-in-lieu of foreclosure. All costs and expenses incurred in connection therewith shall be secured by this Trust Deed and Grantor agrees to reimburse Trustee or Beneficiary for the same upon demand.

5.05 **Power of Sale.** If Beneficiary exercises the power of sale granted herein and under the trust deed statutes of the state in which the Land is located, Trustee and/or Beneficiary shall follow the procedures required by law for the exercise of such power of sale. At the date, place and time designated for the trustee's sale, Trustee, without demand on Grantor, shall sell the Real Property either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Grantor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale or, with the consent of Beneficiary, within a reasonable time thereafter. The person conducting the sale may for any cause he deems expedient, postpone the sale from time to time until it shall be completed in accordance with applicable law, and in every such case notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale or as otherwise required by law. Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or fact shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale and purchase all or any part of the Real Property. Beneficiary may also sell any of the Personal Property at the trustee's sale in accordance with applicable law. Grantor hereby agrees that any notice of sale with respect to the Real Property may also include notice of sale of any Personal Property, and agrees that such notice shall be commercial reasonable in all respects and for all purposes, including those of the Uniform Commercial Code. Trustee shall apply the proceeds of the sale to the payment of (1) the costs and expenses of exercising the power of sale and of sale, including the payment of the reasonable Trustee's and attorney's fees and other costs and expenses actually incurred by the

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Trustee and the Beneficiary pursuant to Section 5.04 above; (2) the cost of any evidence of title procured in connection with such sale and revenue stamps on any Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from date of expenditure as provided herein; (4) the Secured Obligations and 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.

5.06 **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 Real Property or some part thereof is situated, a substitution of trustee as required by law. 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.

5.07 **Security Agreement under Uniform Commercial Code.** This Trust Deed is also intended to be a security agreement within the meaning of the Utah Uniform Commercial Code (the "UCC") with respect to the Personal Property and any other part of the Collateral which may be classified as property subject to Article 9 of the UCC (collectively, the "UCC Property"), and Grantor hereby assigns and grants to Beneficiary a security interest in the UCC Property. Beneficiary shall have all rights and remedies of a secured creditor with respect to the UCC Property as provided by law. Upon the occurrence of an Event of Default hereunder, Beneficiary shall be entitled to all of the benefits of, and may pursue any remedy with respect to, the UCC Property in accordance with the provisions of the UCC. Grantor agrees to cooperate with Beneficiary by assembling the UCC Property and make it available to Beneficiary at such place as Beneficiary may reasonably designate. Trustee and/or Beneficiary may sell any UCC Property at the time of, and in connection with, and foreclosure or trustee's sale of the Real Property.

5.08 **Financing Statement and Fixture Filing.** This Trust Deed is intended to be a financing statement and fixture filing pursuant to the UCC with respect to the UCC Property. A photocopy of this Trust Deed may be filed with the Utah Department of Commerce, Division of Corporations and Commercial Code, as a financing statement. By filing this Trust Deed with the county recorder in which the Land is located, this Trust Deed shall also constitute a fixture filing satisfying the requirements of the UCC. For the foregoing purposes, Grantor is the "debtor," Beneficiary is the "secured party," the addresses of each are as set forth at the beginning of this Trust Deed, the real property upon which the UCC Property is located is the Land and Grantor is the owner thereof, and this Trust Deed is to be filed in the real estate records of the county in which the Land is located.

ARTICLE 6: GENERAL PROVISIONS

6.01 **Successors and Assigns.** This Trust Deed shall apply to, inure to the benefit of, and shall be binding on, Grantor, Trustee, and Beneficiary, and their respective heirs, legatees, devisees, administrators, executors, successors and assigns, subject, however, to the restrictions on assignment contained herein.

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6.02 **Joint and Several Liability.** If more than one person is signing as Grantor, the term "Grantor" shall refer to such persons individually and joint, and all obligations and liabilities of such Grantors hereunder shall be joint and several.

6.03 **Acceptance by Trustee.** Trustee accepts the trust created by this Trust Deed when this Trust Deed has been duly executed, acknowledged, and made a public record as provided by law. Trustee is not obligated to notify any party hereto of any pending sale under any other deed of trust, mortgage, or security agreement, or of any action in which Grantor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

6.04 **Choice of Laws.** This Trust Deed shall be construed according to the laws of the State of Utah.

6.05 **Request for Notice of Default.** Grantor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at its address set forth on the first page of this Trust Deed; provided, however, such notices may, at the election of Trustee or Beneficiary, be sent to any other address for Grantor which Trustee or Beneficiary reasonably and good faith deem to be correct and appropriate. Grantor may change the address to which notice shall be sent only by sending to Beneficiary, by certified or registered mail, return receipt requested, written notice requesting that notice be sent to a different address.

6.06 **Attorneys' Fees.** In the event that any party institutes and prevails in any action or suit to enforce this Trust Deed or the Note, or to secure relief from any default hereunder or breach hereof, the defaulting or breaching party or parties shall reimburse the nonbreaching party or parties for all costs and expenses of litigation, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

[Signature page to follow]

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GRANTOR:

IN WITNESS WHEREOF THE Grantor has caused these presents to be executed as of the day and year first above written.

ES,SSUT, LLC,

a Utah limited liability company

By: 

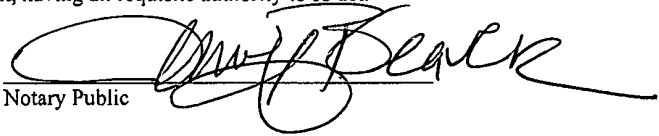
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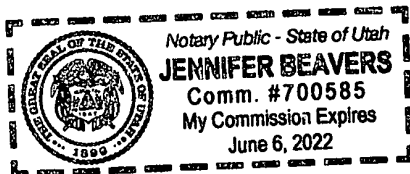
STATE OF UTAH)

: ss.

County of Utah)

On the 9/15 day of July, 2020, before me, the undersigned notary public, personally appeared Mike N. [unclear] of ES,SSUT, LLC, who duly acknowledged to and before me that she/he signed the forgoing instrument, having all requisite authority to so act.


Notary Public



BENEFICIARY:

IN WITNESS WHEREOF THE Beneficiary has caused these presents to be executed as of the day and year first above written to evidence Beneficiary's consent to the terms in this Deed of Trust.

SAFE HARBOR ASSOCIATES, INC.,
a Utah corporation

By: [Signature]
Its: PRESIDENT

STATE OF UTAH)
: ss.
County of Washington)

On the 15TH OF SEPT, 2020, before me, the undersigned notary public, personally appeared * [Signature] of SAFE HARBOR ASSOC, INC., who duly acknowledged to and before me that she~~he~~ signed the forgoing instrument, having all requisite authority to so act.

* ALAN B. FEIZ-NELIUS, PRESIDENT

[Signature]
Notary Public

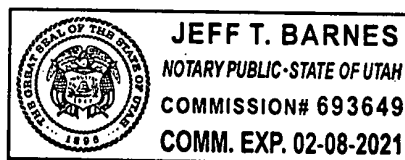


EXHIBIT 1 TO TRUST DEED

Legal Description of Property

That certain real property located in the County of Salt Lake, State of Utah, and more particularly described as follows:

[Legal description to be provided by title company]

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EXHIBIT "A "

Escrow No. **320-6067749 (KP)**

A.P.N.: **16-31-353-004-0000**

A.P.N.: **16-31-353-031-0000**

PARCEL 1:

BEGINNING ON THE EAST LINE OF STATE STREET 33 FEET EAST AND SOUTH 0°04' WEST 359.91 FEET FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 8 TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE SOUTH 00°04' WEST 66 FEET; THENCE NORTH 89°59' EAST 329 FEET; THENCE NORTH 0°02' EAST 66 FEET; THENCE SOUTH 89°59' WEST 329 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT 33 FEET EAST AND SOUTH 0°04' WEST 227.71 FEET AND NORTH 89°59' EAST 280 FEET FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 8, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°59' EAST 378.82 FEET TO THE WEST SIDE OF SECOND EAST STREET; THENCE SOUTH 0°02' WEST 132.2 FEET; THENCE SOUTH 89°59' WEST 378.82 FEET; THENCE NORTH 0°04' EAST 132.2 FEET TO THE POINT OF BEGINNING.