

E 2818111 B 6080 P 561-577
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
8/13/2014 2:18:00 PM
FEE \$42.00 Pgs: 17
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-NCS

WHEN RECORDED, MAIL TO:

Read R. Hellewell
Kirton & McConkie
50 E. South Temple, Suite 400
Salt Lake City, UT 84111

Glenn R. Bronson
Prince, Yeates & Geldzahler
15 West South Temple, Suite 1700
Salt Lake City, UT 84101

Tax Parcel No. 01-092-0008

NCS - 666606

Space Above for Recorder's Use

**DEED OF TRUST
With Assignment of Rents and Leases and Security Agreement**

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT ("Deed of Trust") is made as of the 22 day of July, 2014, by 1100 WEST STREET, LLC, a Utah limited liability company, whose address is 360 North 700 West, Suite H, North Salt Lake, Utah 84054, as TRUSTOR; to FIRST AMERICAN TITLE INSURANCE COMPANY, as TRUSTEE, whose address is 215 South State Street, Suite 380, Salt Lake City, Utah 84111; in favor of CARLISLE PENNSYLVANIA, LLC, a Utah limited liability company, whose address is Attn: Fred Lieber, 560 North 500 West, Salt Lake City, Utah 84116, as Beneficiary.

As used in this Deed of Trust, each of the capitalized terms shall, except as otherwise expressly provided for in this Deed of Trust, have the same definition as set forth in that certain Construction Loan Agreement and/or the Construction Loan Promissory Note by and among Beneficiary and Trustor, executed concurrently herewith.

For the consideration of THREE MILLION FIVE HUNDRED FOURTEEN THOUSAND DOLLARS (\$3,514,000.00) or such portion thereof as may hereafter be advanced to or for the benefit of Trustor, Trustor hereby irrevocably conveys, transfers, pledges and assigns in trust to Trustee, with power of sale, and grants to Beneficiary a security interest in, all of Trustor's present and future right, title and interest in and to all of the following property (severally and collectively, the "Property"):

(a) All of that certain real property located in Davis County, State of Utah, and more particularly described on Exhibit "A" hereto (the "Real Property");

(b) All present and future tenements, hereditaments, easements, plats, declarations, bylaws, rights, leases, guaranties of leases, subleases, licenses, benefits, privileges, permits, water, water rights, grandfathered water rights, irrigation rights, ditch rights, shares of stock in irrigation districts or evidencing water rights, contracts for effluent, all other contractual rights to water, rights of way, pipes, ditches, fences and appurtenances belonging or in any way appurtenant to, and all oil, gas and other hydrocarbons and other minerals produced

from or underlying, the Real Property or any portion thereof, or any improvements or development thereon, and all reversions, remainders, rents, issues, and profits thereof;

(c) All buildings and improvements now or hereafter erected on the Real Property or any portion thereof, and all equipment, inventory and fixtures now or hereafter attached to or located on or used in connection with the Real Property;

(d) All present and future licenses, permits, approvals and agreements from or with any governmental or quasi-governmental agency or entity or any other person relevant to the zoning, subdivision, division, development, improvement, use, lease, sale or other disposition of the Real Property or any portion thereof, or any buildings or improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(e) All present and future plans, specifications, drawings, analyses, surveys, reports and other design products, relating to all present and future buildings and tenant and other improvements (including landscaping) constructed on the Real Property or any portion thereof, and all rights in and to all architectural and engineering contracts, surety bonds, warranties, land use plans, studies, building contracts, soils reports, appraisals, feasibility and market studies, management agreements, operating agreements, service contracts, development contracts, design contracts, sign design contracts, space planning contracts and any other agreements with respect to planning, designing, developing or inspecting construction on, the Real Property or any portion thereof and any buildings or improvements thereon, together with any accounts and funds maintained under, pursuant to, or in connection with any such contracts and agreements;

(f) All rights to further encumber the Real Property or any portion thereof or any interest therein for debt;

(g) All adjacent streets (open or proposed), roads, sidewalks, alleys, public places, parking areas, and strips and gores of land now or hereafter appurtenant to or used or useful in connection with the Real Property or any portion thereof, or any buildings or other improvements now or hereafter erected, placed or located on the Real Property or any portion thereof;

(h) All rights under any policy or policies of insurance (including premium refunds and credits and insurance proceeds) insuring against damage or loss with respect to any portion of the Property, including all fire, casualty, business interruption, rent loss and flood insurance, whether or not such insurance is required by this Deed of Trust or Beneficiary;

(i) All goods, materials, supplies, fixtures, machinery, furniture and furnishings, appliances, attachments, equipment, inventory, general intangibles, accounts, chattel paper, instruments, notes, drafts, letters of credit, documents and other personal property (to the extent that any of the foregoing constitute personal property under applicable law), including without limitation all "Accounts", "Cash Proceeds", "Chattel Paper", "Collateral", "Deposit Accounts", "Electronic Chattel Paper", "Equipment", "Fixtures", "General Intangibles", "Goods", "Instruments", "Inventory", "Investment Property", "Letter-of-credit Rights", "Noncash Proceeds", and "Tangible Chattel Paper", as defined in the Utah Uniform Commercial Code, that directly or indirectly relate to or are used or intended for use on or in connection with the use, leasing, development, design, financing, construction and/or sale of the Real Property or any portion thereof, or any buildings or improvements located thereon or any easements, appurtenances, hereditaments or privileges appurtenant or incident thereto;

(j) All (i) replacements and substitutions for, (ii) additions to, (iii) proceeds and products of (including all insurance proceeds and condemnation awards (or proceeds of any purchase in lieu thereof) which are or may become payable with respect thereto), and (iv) books, records and files relating to, all or any portion of the items described in the preceding paragraphs.

The foregoing descriptions of items constituting the Property shall be construed as cumulative and not limiting, and the term "including", when used in those descriptions, shall mean without limitation by reason of enumeration. Unless the context clearly indicates otherwise, the terms "equipment," "inventory," "accounts," "instruments," "chattel paper," "general intangibles," "proceeds" and "products" shall have the meanings provided for those terms in the Utah Uniform Commercial Code in effect on the date of this Deed of Trust.

This Deed of Trust is given in consideration of and as security for: (i) the payment of a loan by Beneficiary to Trustor evidenced by that certain Construction Loan Promissory Note (the "Note") of approximately even date herewith executed by Trustor and payable to the order of Beneficiary for the maximum principal amount up to Three Million Five Hundred Fourteen Dollars (\$3,514,000.00) as the consideration for this Deed of Trust, together with interest thereon and charges with respect thereto, and any and all advances now or hereafter made by Beneficiary under the terms and conditions of the Note, that certain Construction Loan Agreement of approximately even date herewith by and between Trustor and Beneficiary (the "Loan Agreement") or this Deed of Trust, and any and all renewals, replacements, amendments, modifications or extensions of the Note, the Loan Agreement or this Deed of Trust; (ii) all of the terms, conditions, agreements, stipulations, covenants, and provisions of this Deed of Trust, the Loan Agreement and any other agreement, document or instrument (and any and all renewals, replacements, amendments, modifications or extensions thereof), and all other Loan Documents (defined in the Loan Agreement), given by Trustor to Beneficiary to evidence or to secure the indebtedness secured hereby; (iii) all late charges, default interest, costs of collecting the indebtedness or other amounts evidenced by the Note or described in this Deed of Trust or the Loan Agreement, including any and all costs and expenditures of a receiver in possession and reasonable attorneys' fees; (iv) payment of all sums advanced by Beneficiary to protect the Property, with interest thereon equal to the Default Rate as provided by the Note; (v) Trustor's compliance with and performance of each and every provision of any declaration of covenants, conditions and restrictions, any maintenance, easement and party wall agreement, or any other agreement, document, or instrument by which the Property is bound or may be affected; and (vi) all modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (a) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (b) modifications extensions or renewals at a different rate of interest whether or not, in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note. This Deed of Trust shall also secure the payment and performance of any additional loans that may hereafter be made by Beneficiary to Trustor which are evidenced by a promissory note or notes or other writings stating that they are secured by this Deed of Trust. This Deed of Trust shall also secure all amounts, including costs of collection, payable under any guarantee(s) now or hereafter relating to the obligations secured hereby. All of the foregoing payments and performances secured by this Deed of Trust are sometimes hereinafter referred to as the "Indebtedness."

Trustor warrants that it is the sole owner of good and marketable unencumbered title to the Property, and Trustor will forever defend the same against all claims and persons whomsoever, unto Beneficiary, its successors and assigns, subject only to the matters approved by Beneficiary as acceptable exceptions to title. All of Trustor's present and future right, title

and interest in the Property shall be subject to the lien and other terms and provisions of this Deed of Trust regardless of the time that any such right, title and interest is created, obtained by or conveyed, transferred or assigned to Trustor.

TRUSTOR DOES HEREBY AGREE that all existing and future rents, revenues, income, receipts, issues and profits of the Property and now or hereafter arising out of any Leases (hereinafter defined) (collectively, "Rents") and the entire right, title and interest of Trustor (including the right to exercise any landlord's liens and any and all other rights and remedies to which Trustor would be entitled under any Lease or by law) in and under all present and future rental agreements, leases, subleases, licenses and all other agreements for the use and occupancy of all or any portion of the Property (including rights in any security deposits and advance rentals held for the benefit of Trustor), together with any extensions, renewals and modifications thereof (collectively, "Leases"), are hereby absolutely assigned and transferred to Beneficiary. Beneficiary is authorized to give notice of this assignment, and Trustor agrees to execute, and to cause its property managers and affiliates to execute, any and all further instruments that Beneficiary may require to perfect this assignment. Any provision hereof notwithstanding, so long as no Event of Default exists, Trustor shall have a license to collect assigned Rents as the same shall fall due. However, upon the occurrence of any Event of Default, all right of Trustor to collect or receive such Rents (including those past due and unpaid) shall terminate, whereupon Beneficiary shall be entitled to demand and receive the payment of such Rents (including those past due and unpaid), and to proceed against any lessee or tenant (or its property) and/or any guarantors of the obligations of any lessee or tenant. In such event, Trustor directs and authorizes the lessees and tenants of the Property and any guarantors to make to Beneficiary all payments required under the applicable Leases; Trustor hereby relieves any and all lessees and tenants from any liability to Trustor that Trustor might otherwise assert by reason of the lessee/tenant's making such payment to Beneficiary. All Rents collected by Beneficiary may be applied in any manner and order that Beneficiary deems advisable.

This Deed of Trust constitutes and shall be deemed to be a "security agreement" for all purposes of the Utah Uniform Commercial Code. With respect to personal property comprising the Property, as described in subparagraph (i) of the definition of Property and elsewhere herein ("Personal Property"), whether now owned or existing or hereafter acquired or arising, wherever located and whether in Trustor's possession and control or in the possession and control of a third party, Beneficiary is granted a security interest hereunder, and shall be entitled to all the rights and remedies of a "secured party" under the Utah Uniform Commercial Code.

If an Event of Default shall have occurred and be continuing, in addition to the remedies provided herein, Beneficiary, without any other notice to or demand upon Trustor shall have in any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, the rights and remedies of a Beneficiary under the Uniform Commercial Code of the State of Utah and any additional rights and remedies which may be provided to a Beneficiary in any jurisdiction in which Personal Property is located.

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

1. Maintenance of Property. Trustor shall care for and keep and maintain the Property in good order, condition and repair, and will at all times make such repairs, maintenance, renewals, and replacements as shall be necessary to maintain the Property and abutting grounds, sidewalks, roads, parking and landscape areas in good condition and repair, all to the same extent as a prudent owner would make. Trustor shall not substantially alter the Property, except for construction of approved improvements, normal clearing, grading and

maintenance activities, and as may be required by applicable laws (including the Americans With Disabilities Act (42 U.S.C. §§12101-12213 and 47 U.S.C. §§ 225 and 611)), ordinances, orders, decrees, rules, regulations or requirements of any governmental authority, including applicable subdivision laws, regulations and ordinances, and any requirements, terms or conditions contained in any restrictions, restrictive covenants, easements, licenses or leases, building codes, flood protection laws and ordinances, zoning ordinances or stipulations, subdivision plats, master plans, development plans, or other instruments or documents now or in the future affecting any portion of the Real Property or any improvements thereon (collectively, "Legal Requirements"). All replacements of items of the Property will be of a value equal to or greater than the value of the item or items replaced. Trustor shall not commit, or permit to occur, any waste upon the Property. Subject to normal clearing, grading and construction activities, Trustor shall keep the Property free of rubbish and unsightly, unsafe and unhealthful conditions.

Trustor shall comply in all material respects with all Legal Requirements now or in the future affecting the Property or requiring any alteration or improvements to be made thereof. To Trustor's knowledge, the building plans and specifications for the improvements to be constructed on the Property comply with all zoning and building laws, ordinances, codes, rules and regulations and other laws and regulations applicable thereto and such plans and specifications and improvements have been, or will be, approved by all appropriate authorities. No notice of any violations of ordinances, codes, rules, regulations, orders, restrictive covenants or statutes applicable to the Property has been received, nor have any governmental authorities or insurance underwriters required any changes to any plans and specifications as submitted to Beneficiary. All appropriate governmental authorities will have issued, as and when required, all required permits for the construction of the improvements on the basis of the plans and specifications so approved. To the best of Trustor's knowledge, after due inquiry and investigation, the Property, any improvements thereon and their use fully comply and shall continue to comply with environmental, air quality, zoning, planning, building and other governmental laws, ordinances, rules, regulations and requirements and Trustor has received no notice to the contrary. Without Beneficiary's prior written consent, Trustor will not (i) initiate any zoning reclassification of the Property, (ii) seek any variance under existing zoning ordinances applicable to the Property, (iii) use or permit the use of the Property in a manner than would result in such use becoming a nonconforming use under applicable zoning ordinances or other applicable laws, rules or regulations, or (iv) impose any restrictive covenants upon the Property. As of the date hereof, no action or proceeding is pending before any court, quasi-judicial body or administrative agency relating thereto. The zoning designation of the Real Property is based on no real property, or rights appurtenant thereto, other than the Real Property.

2. Insurance. Notwithstanding any other provision of the Note or this Deed of Trust, to at all times, Trustor agrees until the Note and any other Indebtedness is paid in full and this Deed of Trust is reconveyed, provide, maintain and keep in force the policies of insurance required to be maintained in the Loan Agreement.

3. Evidence of Title. Trustor agrees to deliver to, pay for, and maintain with Beneficiary until the Indebtedness 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. Legal Proceedings. Trustor agrees to appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee, and should Beneficiary or Trustee elect to also appear in or

defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees, incurred by Beneficiary or Trustee.

5. Tax Payments. At least ten (10) days prior to when the same becomes due and payable, Trustor shall pay or cause to be paid to the proper officials or persons all taxes and assessments, general or special, of every nature and description (including assessments, dues, use fees and charges for water) that shall have been levied or assessed on the Property and, upon Beneficiary's request, shall deliver to Beneficiary receipts evidencing such payments. If the Real Property or any lot or parcel thereof is part of a larger tax or assessment parcel, Trustor shall, as soon after recordation of this Deed of Trust as is reasonably possible, cause the tax or assessment parcel to be split or amended so that its boundaries correspond to the boundaries of the Real Property and its lots or parcels. Trustor may contest in good faith the validity or amount of any tax, assessment or governmental charge by appropriate proceedings provided by law, including payment of the tax, assessment or charge under protest, if required, provided that: (a) Trustor promptly pays any sums found to be due upon a final determination of the contested tax, assessment or governmental charge; and (b) prior to any such contest, Trustor shall furnish Beneficiary a cash deposit, bond or other security, in amount and form satisfactory to Beneficiary, to protect Beneficiary against the sale or forfeiture of, or creation of a lien against, the Property. Trustor shall not consent to, or vote in favor of, the inclusion of any portion of the Real Property in a special improvement, assessment, community facilities or similar district without Beneficiary's prior written consent. Upon request Trustor shall provide Beneficiary with prompt notice of any notification that Trustor may receive from any governmental authority or other person of any intent or proposal to form such a district that may include any portion of the Real Property, and Beneficiary shall have the right to object to the same, and to otherwise appear and participate in hearings and other proceedings, in its own name or in Trustor's name. Trustor shall pay or cause to be paid when due all charges for water, water delivery, gas, electric power and light, telephone, sewer, waste removal, bills for repairs, and all other claims, encumbrances and expenses incident to the ownership and occupancy of the Property.

6. Action by Beneficiary Upon Trustor's Default. 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 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, Beneficiary 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 of 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 to this Deed of Trust; and in exercising any such powers, incur any liability, expend whatever amounts may be deemed necessary therefor in the absolute discretion of Beneficiary or Trustee, including the costs of evidence of title, employing counsel, and paying Beneficiary's or Trustee's reasonable fees.

7. Payment of Advances by Beneficiary. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Condemnation. Any award or payment of damages or compensation in connection with any private trespass or injury to the Property, exercise of the right of eminent domain or any condemnation proceeding for public use of or injury to the Property or any part

thereof, or any right or interest therein, is hereby assigned and payable to Beneficiary, which may apply or release all or any portion of such award, compensation or damages received by it (net of the costs and expenses incurred by Beneficiary in collecting such amounts) in such manner as Beneficiary shall elect; provided that: (a) any award or compensation attributable to land or to improvements that will not be reconstructed shall be applied to the Indebtedness; and (b) if any condemnation or taking renders the remaining portions of the Property unsuitable, for further development in accordance with the plans and specifications submitted to and approved by Beneficiary, the entire award or compensation shall be applied to the Indebtedness. Beneficiary shall be entitled to join and participate in any eminent domain or condemnation proceedings, including the negotiation and adjudication of any damages, award or settlement, and no stipulation or agreement shall be entered into by Trustor without the prior consent and approval of Beneficiary. Trustor shall pay or reimburse to Beneficiary the legal expenses, appraisal and expert witness fees incurred by Beneficiary and any other direct and out-of-pocket costs incurred by Beneficiary because of such eminent domain and condemnation proceedings. If a cash bond or deposit is to be received by Trustor for the immediate possession of the Property, all sums paid shall be applied by Trustor to the Obligations, unless otherwise agreed by Beneficiary. Any condemnation proceeds not used for repair or restoration of the Property shall be applied to the principal due and owing under the Note.

9. Trustee's Actions Regarding the Property. At any time and from time to time upon written request of Beneficiary, payment of Trustee's fees and presentation of this Deed of Trust 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 Deed of Trust or the lien or charge thereof; (d) 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 truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

In addition to the forgoing, Trustor hereby further assigns to Beneficiary during the continuance of these trusts, all right, title and interest of Trustor in and to all entitlements, permits, approvals or other governmental actions, whether or not same shall be final which may now exist or which may be granted or obtained during the continuance of these trusts, which constitute approval or other authorization, in whole or in part, for the development of all or part of the Property.

10. Events of Default; Acceleration; Remedies. Upon the occurrence of any Event of Default, as defined below, and at any time thereafter while such Event of Default is continuing, Beneficiary may declare the Indebtedness to be immediately due and payable, and Beneficiary may exercise any one or more of the rights and remedies described herein and in the other Loan Documents or applicable law.

11. Beneficiary's Right to Possession. Following the occurrence of an Event of Default, then Beneficiary shall, at its option, be entitled to the immediate possession of the Property, with the right to manage the same as a mortgagee in possession, to operate any business thereon at the expense of and for the account of Trustor, and to collect and apply the Rents. Trustor and all persons claiming under Trustor shall, upon demand, immediately deliver possession of the Property to Beneficiary or its assigns. Beneficiary shall not be liable to Trustor for any obligation or charge in dealing with the Property as a mortgagee in possession (other than for loss caused by Beneficiary's gross negligence or willful misconduct or that of

Beneficiary's employees, agents and representatives). Nothing in this Section 11 shall impose upon Beneficiary: (a) any duty, obligation or responsibility for the control, care, management or repair of the Property, or for complying with or enforcing any of the terms and conditions of any lease agreement; or (b) any responsibility or liability for any waste committed on the Property by the tenants or by any other persons, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee or other person.

12. Appointment of a Receiver. Following the occurrence of an Event of Default, a receiver may be appointed, with or without notice, whereupon the receiver shall immediately be entitled to possession of all of the Property. Beneficiary's right to a receiver shall be absolute and unconditional. The receiver may be appointed without regard to the adequacy of any security for the Indebtedness and Trustor shall immediately surrender possession of the Property to the receiver upon his appointment. Employment by Beneficiary shall not disqualify a person to be a receiver. The receiver may serve without bond if permitted by law. The receiver shall have the right to take possession of the Property, to collect the Rents therefrom, to complete the construction of any structures or improvements in progress thereon, to rent the Property or any part thereof, to operate any business thereon, and to exercise such other rights as may be granted by the court pending such proceedings, and up to the time of redemption or issuance of a Trustee's or Sheriffs Deed. Rents shall be applied to the costs and expenses of the receiver and the receivership, including costs of construction, and the balance shall be applied in the manner executed by Beneficiary. The receiver shall have the power to borrow money from any person, including Beneficiary, for expenses of operating, preserving, maintaining and caring for the Property, and completing the construction in progress of any improvements or structures upon the Property, and all such borrowed sums, together with interest thereon, whether expended or not, shall be added to the Indebtedness. The receiver may expend such borrowed money for the purposes described in this Section 12 during any redemption period and, upon any redemption, any unexpended amounts of such borrowed money shall be credited on the redemption price of the Property. In addition, any costs incurred, or advances made, by Beneficiary in connection with the implementation or operation of the receivership, shall be added to the Indebtedness, bear interest at the Default Rate and be secured by this Deed of Trust.

13. Additional Remedies of Beneficiary; No Waiver. In addition to any remedies provided herein for breach or default hereof, Beneficiary shall have all other remedies allowed or provided for under or described in the Loan Agreement, the Note and all other writings executed or delivered in connection with the Indebtedness, or available under applicable law. Any one or more rights and remedies available to Beneficiary may, at its option, be sought and exercised concurrently or consecutively, and in inconsistent proceedings, whether legal or equitable. Beneficiary's failure to exercise any of its rights upon any default or breach shall not prejudice its rights in the event of any other or subsequent default or breach. Beneficiary's delay in exercising any rights shall not preclude it from exercising the same at any time during the continuance of such default or breach. By accepting any performance or payment of any portion of the Indebtedness after its due date, Beneficiary shall not waive the agreement contained herein that time is of the essence hereof, nor shall Beneficiary waive its rights to require prompt performance or payment when due of the remainder of the Indebtedness or to consider failure to so perform or pay a default hereunder.

14. Sale by Trustee Pursuant to Power of Sale; Judicial Foreclosure. After the lapse of such time as may then be required by law following the recordation of the 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 Property on the date and at the time and place

designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to any statutory right of Trustor 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. The person conducting the sale may, for any cause deemed expedient, postpone the sale from time to time until it shall be completed 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; provided, if the sale is postponed for longer than one hundred eighty (180) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser a Trustee's Deed conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be prima facie evidence in any court of the truthfulness thereof: but the recitals shall be conclusive in favor of a purchaser for value in good faith relying upon them. Any person, including Beneficiary, but excluding Trustee, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

(a) To the payment of the costs and expenses of such sale, including reasonable compensation to Trustee, Beneficiary, their agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities, and advances made or incurred by Trustee or Beneficiary under this Deed of Trust, together with interest at the default rate specified in the Note.

(b) To the payment of the whole amount then due, owing, or unpaid upon the Note for principal and interest, with interest on the unpaid principal and accrued interest at the rate specified in the Note, from and after the happening of any Event of Default from the due date of any such payment of principal until the same is paid.

(c) To the payment of all other Obligations required to be paid by Trustor pursuant to any provisions of the Loan Documents.

(d) The surplus, if any, to whomsoever may be lawfully entitled to receive the same, or Trustee, in Trustee's discretion, may deposit the balance of such proceeds with the County Clerk of the County wherein the Property is located.

Upon any sale made under or by virtue of this section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Property or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Obligations of Trustor secured by this Deed of Trust the net sales price, after deducting therefrom the expenses of the sale and the cost of the action and any other sums which the Beneficiary is authorized to deduct under this Deed of Trust. Beneficiary, upon so acquiring the Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale.

15. 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 of Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

16. Foreclosure as a Mortgage. 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 Deed of Trust 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. Successor Trustee. Beneficiary may appoint a successor trustee at any time by executing and providing a substitution of trustee in the manner required by law. The new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.

18. Event of Default. Notwithstanding any other provision of the Note or this Deed of Trust, the occurrence of anyone or more of the following shall constitute an event of default ("Event of Default") by Trustor under this Deed of Trust and the Note:

(a) Trustor shall fail to pay the outstanding principal balance and any accrued but unpaid interest on the Note on or before the Maturity Date set forth in the Note with such payment to be made without notice or demand or any right to cure; or

(b) Trustor shall fail to pay any periodic installment of interest or principal when due, if any such payment is required, or Trustor shall fail to pay any other monetary sums when due and such failure to pay any other monetary sums shall continue uncured for a period of ten (10) business days after written notice of such failure has been given to Trustor by Beneficiary; provided, however, that this subparagraph shall not be applicable to payment in full due upon the Maturity Date; or

(c) Trustor shall fail to perform or observe any other material term, covenant or agreement of this Deed of Trust or any of the Loan Documents on its part to be performed or observed [other than the failure to make a payment described in subparagraph (a) above] and any such failure shall remain unremedied for thirty (30) days after written notice of such failure has been given to Trustor by Beneficiary, or if such failure is not of the type which can be remedied within such thirty (30) day period, Trustor, after the expiration of such period without cure, shall fail to use its best efforts to effect a remedy and cure; or

(d) The occurrence of any breach or default by Trustor under any covenant, condition, restriction or provision contained in the Note, this Deed of Trust, or any of the other Loan Documents or under any covenant, condition, restriction, agreement, contract, mortgage, or trust deed, which is or may be prior to this Deed of Trust, and any such breach or default shall remain unremedied after expiration of the applicable cure period stated in the particular document; or

(e) Any representation or warranty in any Loan Document or in any certificate, agreement, instrument or other document made or delivered pursuant to or in connection with any Loan Document, proves to have been incorrect when made in any respect that is, in the sole discretion of Beneficiary, materially adverse to the interests of Beneficiary under the Loan Documents; or

(f) Any Loan Document, at any time after its execution and delivery and for any reason, ceases to be in full force and effect or is declared to be null and void by a court of competent jurisdiction, or the validity or enforceability thereof is contested in a judicial proceeding by Trustor or other Persons, or Trustor or other Persons denies that it has any or

further liability or obligations under any Loan Document, unless all obligations of Trustor under the Loan Documents have been fully paid and performed; or

(g) Any lien or security interest created by any Loan Document, at any time after the execution and delivery thereof and for any reason, ceases or fails to constitute a valid, perfected and subsisting lien or security interest in and to the Property and/or other Collateral; or

(h) Trustor, or any guarantor of Trustor, is the subject of an order for relief by the bankruptcy court or is unable, or admits in writing its or his inability, to pay its or his debts as they mature, or makes an assignment for the benefit of creditors, or is subject to the following:

(i) the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or his or for all or any part of its or his property, with or without consent, as the case may be, and the appointment continues undischarged or unstayed for seventy-five (75) days; or

(ii) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, custodianship, conservatorship, liquidation, rehabilitation, or similar proceedings relating to it or his or all or any part of its or his property under the laws of any jurisdiction, with or without its or his consent, as the case may be, which continues undismitted or unstayed for seventy-five (75) days; or

(iii) any judgment, writ, attachment, execution or similar process issued or levied against all or any part of its or his property, which is not released, vacated or fully bonded within seventy-five (75) days after its issuance or levy; or

(i) Beneficiary fails to have a legal, valid, binding and enforceable lien on the Property; or

(j) A default or an Event of Default occurs under the provisions of any contract or commitment regarding or made in connection with the Property or any of the improvements thereto, including, without limitation, the other Loan Documents.

19. Transfer of Property. Upon the sale or transfer of some part or all of, or any interest in the Property or the membership interest of Trustor, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. If Beneficiary exercises such option to accelerate, Beneficiary shall mail Trustor notice of acceleration in accordance with the notice provisions of this Deed of Trust. Such notice shall provide a period of not less than ten (10) days from the date the notice is mailed within which Trustor may pay the sums declared due. If Trustor fails to pay such sums, Beneficiary may, without further notice or demand on Trustor, invoke any remedies permitted by either this Deed of Trust or the other Loan Documents.

20. Additional Agreements and Covenants. Notwithstanding anything to the contrary in the Note, this Deed of Trust, or the other Loan Documents, Trustor and Beneficiary agree as follows:

(a) In the event that Trustor shall default in or fail to perform any of its obligations under the Loan Documents, Beneficiary shall have the right, but not the duty, without limitation upon any of Beneficiary's rights pursuant thereto, to perform the same, and

Trustor agrees to pay to Beneficiary, on demand, all advances, costs and expenses made or incurred by Beneficiary in connection therewith, including, without limitation, reasonable attorneys' fees, together with Interest from the date of expenditure to the date of payment.

(b) Beneficiary shall have the right to commence, appear in and defend any action or proceeding purporting to affect the rights or duties of the parties hereunder or the payment of any funds, and in connection therewith Beneficiary may pay necessary expenses, employ counsel, and pay reasonable attorney's fees. Trustor agrees to pay to Beneficiary, on demand, all costs and expenses incurred by Beneficiary in connection therewith, including, without limitation, reasonable attorney's fees, together with Interest from the date of expenditure to the date of payment.

(c) Trustor acknowledges and agrees that:

(i) Beneficiary neither undertakes nor assumes any responsibility or duty to Trustor or any other person with respect to the Property or any part thereof or the Loan, except as expressly provided in the Loan Documents, and notwithstanding any other provision in the Loan Documents:

(1) Beneficiary is not, and shall not be construed as, a partner, joint venturer, alter ego, manager, controlling person, or other business associate or participant of any kind of Trustor, and Beneficiary does not intend to ever assume such status;

(2) Beneficiary shall in no event be liable for any debts, expenses or losses incurred or sustained by Trustor and any other Persons in connection with the Loan Documents; and

(3) Beneficiary shall not be deemed responsible for or a participant in any acts, omissions or decisions of Trustor and any other Persons in connection with the Loan Documents; and

(ii) Beneficiary shall not be directly or indirectly liable or responsible for any loss, claim, cause of action, liability, indebtedness, damage or injury of any kind or character to any person or property arising from any activity or use of the Property or any part thereof, including, without limitation, any losses, claim, cause of action, liability, indebtedness, damage or injury caused by, or arising from (i) any defect in improvements to the Property, including, without limitation, any building, structure, grading, fill, landscaping, or any other improvements thereon or in any on-site or off-site improvement or other facility therein or thereon; (ii) any act or omission of Trustor, or any of Trustor's agents, employees, independent contractors, licensees or invitees; (iii) any accident in or upon the Property or any part thereof or any fire, flood or other casualty or hazard thereon; (iv) the failure of Trustor, any of Trustor's licensees, employees, invitees, agents, independent contractors, or other representatives to maintain the Property or any part thereof in a safe condition; and (v) any nuisance made or suffered on any part of the Property.

(d) Trustor agrees to protect, defend, indemnify, save and hold harmless Trustee and Beneficiary and their respective shareholders, officers, directors, general partners, members, present and future affiliates, trustees, consultants, agents and employees from any and all losses, damages, including foreseeable and unforeseeable consequential damages (whether general, punitive or otherwise), liabilities, claims, defects in title, causes of action, judgments, liens, penalties, fines, court costs and legal or other expenses, including reasonable attorneys' fees, which Beneficiary or Trustee may suffer or incur as a direct consequence of (a)

Beneficiary's exercise of any rights, remedies or powers in connection with this Deed of Trust or any of the other Loan Documents, but excluding charges and assessments by Governmental Agencies imposed upon Beneficiary in the normal course of Beneficiary's business; (b) Trustor's ownership of the Property; (c) the occurrence of an Event of Default and/or Trustor's failure to perform any of Trustor's obligations as and when required by this Deed of Trust or any of the other Loan Documents, including, without limitation, any failure, at any time, of any representation or warranty of Trustor or other Persons to be true and correct and any failure by Trustor to satisfy any condition; (d) all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, disposal, release or threatened release of hazardous wastes or substances by Trustor, any operator of the Property, any subcontractor, materialman or any other person whomsoever, including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, whenever such action is or may be required or necessary (for purposes of this Deed of Trust, the terms "disposal", "release", "threatened release", "hazardous substances", and "hazardous waste" shall have the meanings assigned thereto by the Federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sect. 9601 et seq., as amended, and in the regulations adopted and publications promulgated pursuant to such law, including, without limitation, the Superfund Amendment and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986), and all other federal, state or local laws, statutes, regulations or ordinances related thereto); or (e) any accident, injury, death or damage to any person or property occurring in, on or about the Property. Trustor's obligation under this paragraph shall not be affected by the absence or unavailability of insurance covering the particular matter or by the failure or refusal of any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought against Beneficiary and/or Trustee which is subject to Trustor's obligations under this paragraph, Trustor shall resist or defend against same, if necessary, in the name of Beneficiary and/or Trustee, by attorneys for Trustor's insurance carrier (if the same is covered by insurance) and reasonably approved by Beneficiary and/or Trustee, or otherwise by attorneys retained by Trustor and reasonably approved by Beneficiary and/or Trustee. Trustor's obligations under this paragraph shall survive the release and cancellation or any other satisfaction of the Note and the release and reconveyance of the Deed of Trust.

21. Binding Effect. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and permitted assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall include the owner and holder, including any pledgee, of the Note. In this Deed of Trust, whenever the context requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

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

23. Fixture Filing. Upon its recording in the real property records, this Deed of Trust shall be effective as a financing statement filed as a fixture filing. In addition, a carbon, photographic or other reproduced copy of this Deed of Trust and/or any financing statement relating hereto shall be sufficient for filing and/or recording as a financing statement. The filing of any other financing statement relating to any personal property, rights or interests described herein shall not be construed to diminish any right or priority hereunder. Certain financing statement information is as follows:

The Beneficiary/Secured Party is:

CARLISLE PENNSYLVANIA, LLC
560 North 500 West
Salt Lake City, UT 84116

The Debtor is:

1100 WEST STREET, LLC
360 North 700 West, Suite H
North Salt Lake, UT 84054

Employer Identification No.: ____ - _____

The Collateral is the Personal Property (including all fixtures) described in this Deed of Trust.

The Beneficiary/Secured Party is X is not ___ a seller or purchase money lender of the Collateral.

24. Covenant Not to Sell. Trustor shall not sell, convey or further encumber (including granting any easements (except for public utility or other easements needed to service the improvements being constructed on the Real Property) or other interests affecting title to the Property) or pledge or hypothecate or in any manner dispose of any of its interest in all or any portion of the Property, voluntarily, involuntarily or by operation of law, without the prior written consent of Beneficiary, which Beneficiary may withhold in its sole and exclusive discretion. Beneficiary may require as a condition of its consent a change in the terms and conditions of repayment of the Note, including payment of a fee, an increase in interest rate payable and/or a reduction in the time remaining prior to the Maturity Date. For the purposes of this Section 24, a change in the control or management of Trustor, transfer or encumbrance of fifty-one percent (51%) or more of the ownership or voting interests in a limited liability company which is a Trustor, or the death or dissolution of the Trustor or any transfer or assignment of all or substantially all of the assets of a Trustor or any general partner or member of Trustor shall be deemed a transfer of the Property which gives the Beneficiary the right to exercise the remedies set forth herein.


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

26. Applicable Law. This Deed of Trust shall be construed according to the laws of the State of Utah.

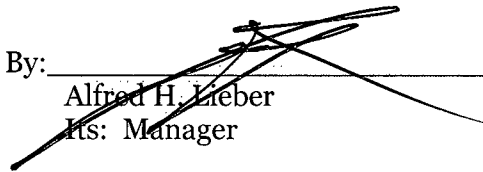
[Signature Page to Follow]

**Signature Page
To
Deed of Trust
With Assignment of Rents and Leases and Security Agreement**

TRUSTOR: 1100 WEST STREET, LLC,
a Utah limited liability company

By: 

Tom Stuart
Its: Manager

By: 

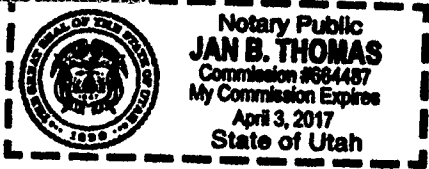
Alfred H. Lieber
Its: Manager

[acknowledgments on next page]

**Signature Page
To
Deed of Trust
With Assignment of Rents and Leases and Security Agreement**

STATE OF UTAH)
)
) : ss.
COUNTY OF Davis)

On the 21 day of July, 2014, personally appeared before me TOM STUART, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is a Manager of 1100 WEST STREET, LLC, a Utah limited liability company, and that the foregoing instrument was signed by him on behalf of said 1100 WEST STREET, LLC, a Utah limited liability company and said TOM STUART acknowledged to me that said 1100 WEST STREET, LLC, a Utah limited liability company executed the foregoing instrument.



Jan B Thomas
Notary Public

STATE OF UTAH)
)
) : ss.
COUNTY OF Davis)

On the 22 day of July, 2014, personally appeared before me ALFRED H. LIEBER, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn, did say that he is a Manager of 1100 WEST STREET, LLC, a Utah limited liability company, and that the foregoing instrument was signed by him on behalf of said 1100 WEST STREET, LLC, a Utah limited liability company and said ALFRED H. LIEBER acknowledged to me that said 1100 WEST STREET, LLC, a Utah limited liability company executed the foregoing instrument.



Ryan Marrellu
Notary Public

EXHIBIT "A"
TO
DEED OF TRUST
With Assignment of Rents

[Legal Description]

Real property located in Davis County, State of Utah and more particularly described as follows:

Lot 4, WASATCH FRONT INDUSTRIAL PARK PLAT A, according to the Official Plat thereof on file and of record in the Davis County Recorder's Office.

LESS and EXCEPTING that portion conveyed to Utah Department of Transportation by Warranty Deed recorded June 16, 2000, as Entry No. 1598195 in Book 2659 at Page 336 in the Office of the Davis County Recorder, being more particularly described as follows:

A parcel of land in fee for a freeway known as Project No. 0067 being part of an entire tract of property situated in Lot 4, Wasatch Front Industrial Park Plat "A"; located in the Southeast Quarter of Southwest Quarter of Section 3, Township 1 North, Range 1 West, Salt Lake Meridian; described as follows:

Beginning at the Northwest Corner of said Lot 4; and running thence South $89^{\circ}45'51''$ East 34.496 meters (113.18 feet), more or less, along the Northerly line of said Lot 4 to a point 58.300 meters (191.27 feet) perpetually distant Easterly from the Control Lane of said project; thence South $3^{\circ}14'14''$ East 152.656 meters (500.84 feet), more or less, to the Southerly line of said Lot 4; thence North $89^{\circ}45'51''$ West 41.041 meters (134.65 feet), more or less, along said Southerly line to the Southwest Corner of said Lot 4; thence North $0^{\circ}46'50''$ West 152.400 meters (500.00 feet) along the West line of said lot 4 to the point of beginning.