

When recorded, mail to:

**MEYERS ROMAN FRIEDBERG & LEWIS**  
28601 Chagrin Boulevard, Suite 500  
Cleveland, OH 44122  
Attention: Alan N. Hirth, Esq.

12335458  
8/4/2016 10:21:00 AM \$37.00  
Book - 10460 Pg - 2965-2977  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BENNETT TUELLER JOHNSON DEERE  
BY: eCASH, DEPUTY - EF 13 P.

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

**MADE BY**

**ATS WAREHOUSE, LLC,**

as Trustor,

**TO**

**METRO NATIONAL TITLE,**  
a title and escrow company,

as Trustee,

**FOR THE BENEFIT OF**

**ROYAL BREEZE, LLC,**

as Beneficiary

Dated as of: July 21, 2016

## DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING (this "*Deed of Trust*") is made as of July 21, 2016, by **ATS WAREHOUSE, LLC**, a Utah limited liability company (the "*Trustor*") whose address is 601 West 6825 South, Midvale, Utah 84047, in favor of **CHICAGO TITLE INSURANCE COMPANY**, a title and escrow company ("*Trustee*"), whose address is 1111 Superior Avenue, Suite 600, Cleveland, Ohio 44113 for the benefit of **ROYAL BREEZE, LLC**, a Delaware limited liability company, and its successors and assigns ("*Beneficiary*") whose address is c/o National Corporate Research, 850 New Burton Road, Suite 201, Dover, Delaware 19904.

### 1. Grant and Secured Obligations.

1.1 Grant. For the purpose of securing payment and performance of the Secured Obligations defined and described in **Section 1.2** below, Trustor hereby irrevocably and unconditionally grants, bargains, sells, conveys, and warrants to Trustee for the benefit of Beneficiary, with power of sale and with right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*"):

(a) The real property located in the County of Salt Lake, State of Utah, as described in **Exhibit A**, together with all existing and future easements and rights affording access to it (the "*Premises*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Premises (the "*Improvements*"); together with

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Premises, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Premises, all development rights and credits, air rights, water, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, and any Premises lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Premises and Improvements; together with

(d) All existing and future leases, subleases, subtenancies, licenses, occupancy agreements and concessions ("*leases*") relating to the use and enjoyment of all or any part of the Premises and Improvements, and any and all guaranties and other agreements relating to or made in connection with any of such leases; together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in **Exhibit A** or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Premises and Improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Premises and Improvements, whether

stored on the Premises or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all of which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Premises or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Premises or Improvements; together with

(h) All of Trustor's interest in and to the Loan funds, whether disbursed or not, and any other bank accounts of Trustor; together with

(i) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Premises or to any business now or later to be conducted on it, or to the Premises and Improvements generally and any builder's or manufacturer's warranties with respect thereto; together with

(j) All insurance policies pertaining to the Premises and all proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Premises, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Premises, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(k) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(l) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

(m) Capitalized terms used above and elsewhere in this Deed of Trust without definition have the meanings given them in the Note referred to in **Section 1.2(a)(i)** below.

## 1.2 Secured Obligations.

(a) Trustor makes the grant and conveyance set forth in **Section 1.1** above, and grants the security interest set forth in **Section 3** below for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may choose:

(i) Payment of all obligations at any time owing under the Promissory Note of even date herewith in favor of Beneficiary (the "Note"), payable by **ATS WAREHOUSE, LLC** (the "Borrower"), as maker, in the maximum principal amount stated therein, to the order of Beneficiary; and

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and

(iii) Payment and performance of all future advances and other obligations that Trustor may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Beneficiary, when a writing evidences the parties' agreement that the advance or obligation be secured by this Deed of Trust; and

(iv) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

(b) All persons who may have or acquire an interest in all or any part of the Property will be considered to have notice of, and will be bound by, the terms of the Secured Obligations and each other agreement or instrument made or entered into in connection with each of the Secured Obligations. Such terms include any provisions in the Note which permit borrowing, repayment and reborrowing, or which provide that the interest rate on one or more of the Secured Obligations may vary from time to time.

## 2. **Assignment of Rents.**

2.1 Assignment. Trustor hereby irrevocably, absolutely, presently and unconditionally assigns to Beneficiary all rents, royalties, issues, profits, revenue, income, accounts, proceeds and other benefits of the Property, whether now due, past due or to become due, including all prepaid rents and security deposits (some or all collectively, as the context may require, "Rents"). This is an absolute assignment, not an assignment for security only.

## 3. **Grant of Security Interest.**

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an assignment of the Rents, all in favor of Beneficiary, subject to other liens that may already exist on the Property prior to the recording of this document. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary and Trustee as secured parties a security interest in all such Property and Rents, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Uniform Commercial Code of the State in which the Property is located, covering all such Property and Rents.

3.2 Liens, Charges and Encumbrances. Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in advance in writing, in Beneficiary's sole discretion. Beneficiary is aware of a Deed of Trust filed on behalf of Alma Bishop and Wanda Bishop, as Beneficiary, with the Salt Lake County (Utah) Recorder on October 15, 2015 to secure the approximate sum of \$20,000 (the "Bishop Deed of Trust"). Trustor represents and warrants to Beneficiary that all obligations and liabilities secured by the Bishop Deed of Trust have been paid in full or otherwise fully satisfied, and Trustor covenants and agrees to (i) take such actions and file such instruments as may be necessary to re-convey the Property and cause the release of the Bishop Deed of Trust as expeditiously as

possible following the execution of this Deed of Trust, and (ii) indemnify and hold harmless Beneficiary and Trustee from and against any claims, demands, liabilities, costs and expenses (including, without limitation, reasonably attorneys' fees and court costs) arising out of any claim based on or pursuant to the Bishop Deed of Trust or the obligations secured thereby.

#### 4. **Fixture Filing.**

4.1 Fixture Filing. This Deed of Trust constitutes a financing statement filed as a fixture filing under Article 9 of the Uniform Commercial Code in the State in which the Property is located, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Premises or Improvements. For this purpose, the respective addresses of Trustor, as debtor, and Beneficiary and Trustee, as secured parties, are as set forth in the preambles of this Deed of Trust.

4.2 Reserved.

4.3 SECURITY AGREEMENT. THIS DEED OF TRUST CONSTITUTES A SECURITY AGREEMENT AND A FINANCING STATEMENT (FIXTURE FILING) AND IT IS HEREBY RECITED (TO THE EXTENT THAT SUCH RECITATION IS REQUIRED BY STATUTE BECAUSE ANY PORTION OF THE PROPERTY MAY CONSTITUTE FIXTURES) THAT THIS DEED OF TRUST IS TO BE FILED IN THE OFFICE WHERE A MORTGAGE ON THE REAL PROPERTY WOULD BE RECORDED, WHICH IS THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, UTAH. TRUSTOR IS THE RECORD OWNER OF THE REAL PROPERTY.

#### 5. **Rights and Duties of the Parties.**

5.1 Performance of Secured Obligations. Trustor shall promptly pay and perform each Secured Obligation in accordance with its terms.

5.2 Taxes, and Assessments. At least five (5) days prior to delinquency, 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. 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 Trustor promptly pays any sums found to be due upon a final determination of the contested tax, assessment or governmental charge. Trustor shall not consent to, or vote in favor of, the inclusion of any portion of the Property in a special improvement, assessment, community facilities or similar district without Beneficiary's prior written consent. 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.

5.3 Maintenance and Preservation of Property.

(a) Trustor shall keep the Property in good condition and repair.

(b) Trustor shall perform all other acts which from the character or use of the Property may be reasonably necessary to maintain and preserve its value.

5.4 Releases, Extensions, Modifications and Additional Security. From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person:

- (a) Release any person liable for payment of any Secured Obligation;
- (b) Accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security;
- (c) Alter, substitute or release any property securing the Secured Obligations;
- (d) Release the Property or any part of it.

5.5 Release and Reconveyance. When all of the Secured Obligations have been paid in full and all fees and other sums owed by Trustor under this Deed of Trust and the other Loan Documents have been received, Beneficiary and Trustee shall release and reconvey this Deed of Trust, the lien created thereby, and all notes and instruments evidencing the Secured Obligations. Trustor shall pay any costs of preparation and recordation of such release and reconveyance.

5.6 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary created under it, against all adverse claims. Trustor shall give Beneficiary prompt notice in writing if any claim is asserted which does or could affect any such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

5.7 Subrogation. Beneficiary shall be subrogated to the liens of all encumbrances, whether released of record or not, which are discharged in whole or in part by Beneficiary in accordance with this Deed of Trust or with the proceeds of any loan secured by this Deed of Trust.

## 6. **Accelerating Transfers, Default and Remedies.**

6.1 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default*;" any one singly, an "*Event of Default*").

- (a) Failure of Trustor (i) (x) to pay any of the principal of the Loan within five days of written notice of such failure, (y) to pay interest within five (5) days after the date when due or (z) to observe or perform any of the other covenants or conditions by Trustor to be performed under the terms of this Deed of Trust or any of the other Loan Documents concerning the payment of money; or (ii) for a period of thirty (30) days after written notice from Beneficiary, to observe or perform any non-monetary covenant or condition contained in this Deed of Trust or any of the other Loan Documents; provided that if any such failure concerning a non-monetary covenant or condition is susceptible to cure but cannot reasonably be cured within said thirty (30) day period, then Trustor shall have an additional sixty (60) day period to cure such failure and no Event of Default shall be deemed to exist hereunder so long as Trustor commences such cure within the initial thirty (30) day period and diligently and in good faith pursues such cure to completion within such resulting ninety (90) day period from the date of Beneficiary's notice; or
- (b) An "*Event of Default*" occurs under any Loan Document.

6.2 Remedies. At any time after an Event of Default, Beneficiary shall be entitled to invoke any and all of the rights and remedies available to Beneficiary at law or in equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

6.3 Other Remedies. Beneficiary may exercise all rights and remedies contained in any other instrument, document, agreement or other writing heretofore, concurrently or in the future executed by Trustor or any other person or entity authorized to act on behalf of Trustor in favor of Beneficiary in connection with the Secured Obligations or any part thereof, without prejudice to the right of Beneficiary thereafter to enforce any appropriate remedy against Trustor. Beneficiary shall have the right to pursue all remedies afforded to a Beneficiary under applicable law, and shall have the benefit of all of the provisions of such applicable law, including all amendments thereto which may become effective from time to time after the date hereof.

## 7. **The Trustee.**

7.1 Certain Rights. With the approval of Beneficiary, Trustee shall have the right to take any and all of the following actions: (i) to select, employ and consult with counsel (who may be, but need not be, counsel for Beneficiary) upon any matters arising hereunder, including the preparation, execution and interpretation of the Loan Documents, and shall be fully protected in relying as to legal matters on the advice of counsel, (ii) to execute any of the trusts and powers hereof and to perform any duty hereunder either directly or through his or her agents or attorneys, (iii) to select and employ, in and about the execution of his or her duties hereunder, suitable accountants, engineers and other experts, agents and attorneys-in-fact, either corporate or individual, not regularly in the employ of Trustee (and Trustee shall not be answerable for any act, default, negligence, or misconduct of any such accountant, engineer or other expert, agent or attorney-in-fact, if selected with reasonable care, or for any error of judgment or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever, except for Trustee's negligence), and (iv) any and all other lawful action that Beneficiary may instruct Trustee to take to protect or enforce Beneficiary's rights hereunder. Trustee shall not be personally liable in case of entry by Trustee, or anyone entering by virtue of the powers herein granted to Trustee, upon the Premises for debts contracted for or liability or damages incurred in the management or operation of the Premises. Trustee shall have the right to rely on any instrument, document, or signature authorizing or supporting any action taken or proposed to be taken by Trustee hereunder, believed by Trustee in good faith to be genuine. Trustee shall be entitled to reimbursement for expenses incurred by Trustee in the performance of Trustee's duties hereunder and to reasonable compensation for such of Trustee's services hereunder as shall be rendered. Trustor will, from time to time, pay the compensation due to Trustee hereunder and reimburse Trustee for, and save and hold Trustee harmless against, any and all liability and expenses which may be incurred by Trustee in the performance of Trustee's duties.

7.2 Retention of Money. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, and shall be segregated from any other moneys of Trustee.

7.3 Successor Trustees. Trustee may resign by the giving of notice of such resignation in writing to Beneficiary. If Trustee shall die, resign or become disqualified from acting in the execution of this trust, or if, for any reason, Beneficiary, in Beneficiary's sole discretion and with or without cause, shall prefer to appoint a substitute trustee, or successive substitute trustees, to act instead of the aforementioned Trustee, Beneficiary shall have full power to appoint a substitute trustee in succession who shall succeed to all the estates, rights, powers and duties of the aforementioned Trustee upon recording the appointment of the substitute trustee. Such appointment may be executed by any authorized agent of Beneficiary, and if such Beneficiary be a corporation and such appointment be executed on its behalf by

any officer of such corporation, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation. Trustor hereby ratifies and confirms any and all acts which the aforementioned Trustee, or his or her successor or successors in this trust, shall do lawfully by virtue hereof.

7.4 Succession Instruments. Any substitute trustee appointed pursuant to any of the provisions hereof shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers, and trusts of its, his or her predecessor in the rights hereunder with like effect as if originally named as Trustee herein; but nevertheless, upon the written request of Beneficiary or of the substitute trustee, the Trustee ceasing to act shall execute and deliver any instrument transferring to such substitute trustee, upon the trusts herein expressed, all the estates, properties, rights, powers, and trusts of the Trustee so ceasing to act, and shall duly assign, transfer and deliver any of the property and moneys held by such Trustee to the substitute trustee so appointed in such Trustee's place.

7.5 No Representation by Trustee or Beneficiary. By accepting or approving anything required to be observed, performed, or fulfilled or to be given to Trustee or Beneficiary pursuant to the Loan Documents, neither Trustee nor Beneficiary shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision, or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or affirmation with respect thereto by Trustee or Beneficiary.

## 8. **Miscellaneous Provisions.**

8.1 Additional Provisions. The Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Deed of Trust. The Loan Documents also grant further rights to Beneficiary and contain further agreements and affirmative and negative covenants by Trustor which apply to this Deed of Trust and to the Property.

### 8.2 Powers of Beneficiary.

(a) If Beneficiary performs any act which it is empowered or authorized to perform under this Deed of Trust, that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Trustor shall not be released or changed if Beneficiary grants any successor in interest to Trustor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest.

(b) Beneficiary may take any of the actions permitted hereunder regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary may apply to any court of competent jurisdiction for aid and direction in executing and enforcing the rights and remedies created under this Deed of Trust. Beneficiary may from time to time obtain orders or decrees directing, confirming or approving acts in executing and enforcing these rights and remedies.



8.3 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

8.4 Applicable Law. The creation, perfection and enforcement of the lien of this Deed of Trust shall be governed by the law of the State in which the property is located. Subject to the foregoing, in all other respects, this Deed of Trust shall be governed by the substantive laws of the State of Utah. Except for any Foreclosure Sale and other proceeding required to be brought in the State in which the Property is located, with regard to the exercise of remedies or any claim, dispute or other matter with respect to this Deed of Trust, the parties agree that all actions or proceedings arising in connection with this Deed of Trust shall be tried and litigated only in the State and Federal courts located in the County of Salt Lake, State of Utah or any other court in which Beneficiary shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Maker waives, to the extent permitted under applicable law, any right it may have to assert the doctrine of *forum non conveniens* or any similar doctrine or to object to venue to the extent any proceeding is brought in accordance with this Section.

8.5 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this **Section 8.5** does not waive the provisions above.

8.6 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other reasonable fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

(d) In the event of any amendment to the provisions of Utah law referenced in this Deed of Trust, this Deed of Trust shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.

8.7 Notices. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given (a) if hand delivered, when delivered; (b) if mailed by United States Certified Mail (postage prepaid, return receipt requested), three Business Days after mailing; or (c) if by Federal Express or other reliable overnight courier service, on the next Business Day after delivered to such courier service, to the address set forth in the introduction hereof, or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice.

8.8 Future Advances. The total amount of indebtedness secured hereby may increase or decrease from time to time, but all such amounts shall be secured hereby, plus interest thereon, together with any disbursements made for the enforcement of this Deed of Trust and any remedies hereunder, payment of taxes, special assessments, utilities or insurance on the Property and interest on such disbursements and all disbursements by Beneficiary pursuant to applicable law (all such indebtedness being hereinafter referred to as the maximum amount secured hereby). This Deed of Trust shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Property given priority by law.

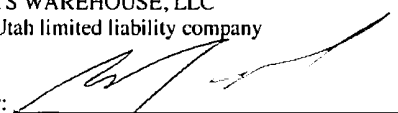
8.9 Inconsistencies. In the event of any inconsistency between this Deed of Trust and the Note, the terms hereof shall be controlling as necessary to create, preserve and/or maintain a valid security interest upon the Property, otherwise the provisions of the Note shall be controlling.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the date first above written.

TRUSTOR:

ATS WAREHOUSE, LLC  
a Utah limited liability company

By:   
Name: Richard Allred  
Title: Manager

ACKNOWLEDGMENT

State of Utah            )  
                                  §  
County of Salt Lake )

On this 21 day of July, in the year 2016, before me, a notary public, personally appeared Richard Allred, manager of ATS Warehouse, LLC, a Utah limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he executed the same.

Witness my hand and official seal.

  
NOTARY PUBLIC



## EXHIBIT A

### Legal Description of Land

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

#### Parcel 1:

Beginning at a point which is South 0°20'37" West 1497.05 feet, North 88°30' East 475.20 feet, North 88°48'20" East 131.90 feet and East 286.70 feet from the West quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 118.76 feet; thence North 73°00' East 177.36 feet; thence North 66.00 feet; thence East 66.00 feet; thence South 27°00' East 1.47 feet; thence South 25°37' West 260.96 feet; thence West 123.46 feet to the point of beginning.

#### Parcel 1A:

Together with a non-exclusive right of way for ingress and egress as disclosed by that certain Quit Claim Deed recorded December 21, 1994 as Entry No. 4031316 in Book 5617 at Page 452, over the following described property:

Beginning at a point on the West line of Section, said point being North 0°20'37" East 1110.45 feet from the Southwest corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, (said point being also described as 184.80 feet South and South 0°29'37" West 16.51 feet from the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 24); and running thence North 88°34'00" East 607.20 feet; thence East 405.26 feet to the West line of the Union Pacific Railroad Right of Way; thence North 25°39'16" East 18.30 feet; thence West 413.18 feet; thence South 88°34'00" West 607.10 feet; thence South 0°20'37" West 16.51 feet to the point of beginning.

#### Parcel 2:

A Parcel of land situate in the Southwest Quarter of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, State of Utah, said Parcel being more particularly described as follows:

Beginning at a point which is North 00°19'16" East 1094.130 feet along the Section line and North 88°32'39" East 607.826 feet and North 89°58'39" East 284.720 feet from the Southwest corner of said Section 24; thence North 00°01'21" West 32.800 feet to the Southwest corner of Parcel #3 as defined in that certain Quit Claim Deed recorded December 24, 1998 in Book 8208, Page 1188; thence North 89°58'39" East 123.978 feet along the South line of said Parcel #3 to a point on the West boundary line of the Oregon Short Line Railroad as defined in that certain Warranty Deed recorded July 28, 1904 in Book 6-R, Page 112; thence South 25°21'40" West 36.305 feet along said West line; thence South 89°58'39" West 108.415 feet to the point of beginning.

#### Parcel 2A:

Together with and subject to a Right of Way for roadway and utilities as disclosed by that certain Quit Claim Deed recorded November 12, 2003 as Entry No. 8888503 in Book 8909 at Page 6634 and that Affidavit recorded November 13, 2003 as Entry No. 8892230 in Book 8911 at page 94, across the following described property:

Beginning at a point which is North 00°19'16" East 1094.130 feet along the Section line and North 88°32'39" East 607.826 feet and North 89°58'39" East 32.920 feet from the Southwest corner of said Section 24; thence North 00°01'21" West 16.300 feet to a point on the South line of Parcel No. 2 as defined in that certain Warranty Deed recorded June 15, 1993 in Book 6686, Page 0405; thence North 89°58'39" East 367.949 feet along said South line to a point on the West boundary line of the Oregon Short Line Railroad as defined in that certain Warranty Deed recorded July 28, 1904 in Book 6-R, Page 112; thence South 25°21'40" West 18.042 feet along said West line; thence South 89°58'39" West 360.215 feet to the point of beginning.

Parcel ID numbers: 21-24-351-024-0000, 21-24-351-043-0000.