

WHEN RECORDED MAIL TO:

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First American Title
National Commercial Services
NCS File # 885287

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08-057-0040,
08-057-0053, 08-057-0046,
08-057-0015 and 08-057-0045

Space above for County Recorder's Use

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

THIS DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (as it may be amended and modified from time to time, the "Deed of Trust") is made as of January 12, 2018, by and among CCP FARMINGTON, LLC, a Utah limited liability company, whose address is 360 North 700 West, Suite G, North Salt Lake, Utah 84054, as "Trustor", in favor of FIRST AMERICAN TITLE INSURANCE COMPANY, a Nebraska corporation, whose address is 215 South State Street, Suite 380, Salt Lake City, UT 84111], as "Trustee", and in favor of and for the benefit of AMA Management, LLC, a Utah limited liability company, whose address is 5261 Little Water Peak, Herriman, UT 84096, as "Beneficiary."

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, all of Trustor's right, title and interest, whether fee, leasehold or otherwise, in and to that certain real property located in Davis County, Utah and more particularly described in Exhibit A attached hereto and made a part hereof (the "Property").

TOGETHER WITH all right, title, or interest of Trustor in any and all buildings and other improvements now or hereafter erected on the Property including, without limitation, fixtures, attachments, appliances, equipment, machinery, and other personal property attached to such buildings and other improvements (collectively, the "Improvements"), all of which shall be deemed and construed to be a part of the real property;

TOGETHER WITH all rents, sub-rents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Property and the Improvements (collectively, the "Rents"), subject to the terms and provisions of Article 2 of this Deed of Trust with respect to all leases and subleases of the Property or Improvements now or hereafter existing or entered into, or portions thereof, granted by Trustor, and further subject to the right, power and authority hereinafter given to Trustor to collect and apply such Rents;

TOGETHER WITH all leasehold estate, right, title and interest of Trustor in and to all leases, or subleases covering the Property or the Improvements or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Trustor thereunder, including, without limitation, all rights of Trustor against guarantors (if any) thereof, all cash or security deposits, advance rentals, and deposits or payments of similar nature (collectively, the "Leases");

TOGETHER WITH all interests, estates or other claims, both in law and in equity, which Trustor now has or may hereafter acquire in the Property or the Improvements;

TOGETHER WITH all easements, rights-of-way and other rights now owned or hereafter acquired by Trustor used in connection with the Property or the Improvements, or as a means of access thereto (including, without limitation, all rights pursuant to any trackage agreement and all rights to the nonexclusive use of common drive entries, and all tenements, hereditaments and appurtenances thereof and thereto) and all water and water rights and shares of stock evidencing the same;

TOGETHER WITH all right, title and interest now owned or hereafter acquired by Trustor in and to any greater estate in the Property or the Improvements;

TOGETHER WITH all right, title, and interest now owned or hereafter acquired by Trustor in all licenses, permits, approvals, or other authorizations (federal, state, and local) used or useful in connection with or in any way relating to the Property or Improvements, including any building permits relating to the development of the Property and Improvements;

TOGETHER WITH all right, title, and interest of, but none of the obligations of, Trustor in (i) all other personal property now or hereafter owned by Trustor that is now or hereafter located on or used in connection with the Property or the Improvements, (ii) all other rights and interests of Trustor now or hereafter held in personal property that is now or hereafter located on or used in connection with the Property or the Improvements, including, without limiting the foregoing, all of Trustor's present and future fixtures, equipment, and general intangibles (as such terms are defined in the Utah Uniform Commercial Code, or any successor statute), (iii) all as-extracted collateral located on or taken from the Property, and (iv) all appurtenances and additions thereto and substitutions or replacements thereof (such personal property, together with proceeds (as hereinafter provided), are referred to herein collectively as the "Personal Property");

TOGETHER WITH all right, title, and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Property, and any and all sidewalks, alleys, and strips and gores of land adjacent to or used in connection with the Property;

TOGETHER WITH all the estate, interest, right, title, other claim, or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance, indemnities, performance or redemption bonds, judgments, awards of damages, and settlements with respect thereto) that Trustor now has or may hereafter acquire in the Property, the Improvements, the Personal Property, or any other part of the Trust Estate (as defined below), and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Trust Estate (including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages);

TOGETHER WITH all water and water rights, ditches and ditch rights, reservoir and reservoir rights, stock or shares or interests in water, irrigation or ditch companies, minerals, oil and gas rights, royalties, lease or leasehold interests owned by Trustor, now or hereafter used or useful in

connection with, appurtenant to or related to the Property; and

TOGETHER WITH all accessions to, substitutions for, and replacements, products, and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims, of any of the foregoing.

The entire estate, property, right, title, and interest hereby conveyed to Trustee may hereafter be collectively referred to as the "Trust Estate."

TO HAVE AND TO HOLD the Trust Estate unto the Trustee and Trustee's successors, substitutes and assigns, IN TRUST, however, upon the terms, provisions, and conditions herein set forth.

FOR THE PURPOSE OF SECURING (in such order of priority as Beneficiary may elect) the following (the "Secured Obligations"):

(a) Payment of the indebtedness, with interest thereon, fees, expenses, charges, costs and attorneys' fees, advanced to or for the benefit of Trustor, pursuant to the terms and conditions of the Secured Promissory Note executed by Trustor in favor of Beneficiary in the original principal amount of Five Million Dollars and 00/100 (\$5,000,000.00) (the "Note");

(b) Payment of all other sums, with interest thereon, that may hereafter be loaned to Trustor, or its successors or assigns, by Beneficiary, or its successors or assigns when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust;

(c) Performance of every obligation of Trustor contained in the Note or this Deed of Trust; and

(d) All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced, including, without limitation: (i) 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 (ii) 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.

TRUSTOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

ARTICLE

1

COVENANTS AND AGREEMENTS OF TRUSTOR

1.1 Payment and Performance of Secured Obligations. Trustor shall pay when due and/or perform each of the Secured Obligations.

1.2 Maintenance, Repair, Alterations. Trustor shall keep the Trust Estate in good condition and repair. Trustor shall not remove, demolish, or substantially alter any of the Improvements, except with the prior written consent of Beneficiary. Trustor shall complete promptly and in a good and workmanlike manner any Improvement that may be now or hereafter constructed on the Property and promptly restore in like manner any Improvements that may be damaged or destroyed from any cause whatsoever and pay when due all claims for labor performed and materials furnished therefor. Trustor shall comply with all Requirements (as defined below) and shall not suffer to occur or exist any violation of any Requirement. Trustor shall not commit or permit any

waste or deterioration of the Trust Estate, and, to the extent allowed by law, shall keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair. Trustor shall perform its obligations under each Lease. "Requirement" and "Requirements" mean, respectively, each and all obligations and requirements now or hereafter in effect by which Trustor or the Trust Estate are bound or which are otherwise applicable to the Trust Estate, construction of any Improvements on the Trust Estate, or operation, occupancy or use of the Trust Estate (including, without limitation (a) such obligations and requirements imposed by common law or any law, statute, ordinance, regulation, or rule (federal, state, or local), and (b) such obligations and requirements of, in, or in respect of (i) any consent, authorization, license, permit, or approval relating to the Trust Estate, (ii) any condition, covenant, restriction, easement, or right-of-way reservation applicable to the Trust Estate, (iii) any Lien or Encumbrance (defined below) and (iv) any order, writ, judgment, injunction, decree, determination, or award of any arbitrator, other private adjudicator, court, government, or governmental authority (federal, state, or local) to which Trustor is a party or by which Trustor or the Trust Estate is bound or affected).

1.3 Required Insurance. Trustor shall secure and at all times maintain and promptly pay when due all premiums for the following types of insurance:

(a) During any period of construction, builder's risk extended coverage insurance against loss or damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, motor vehicles, aircraft, smoke, theft, vandalism, malicious mischief, and other risks from time to time included under extended coverage policies in an amount not less than one hundred percent (100%) of the full replacement value of the Improvements. All policies secured and carried in accordance with this Section 1.3(a) shall contain the "Replacement Cost Endorsement," a lender's loss payable endorsement naming Beneficiary as loss payee, and shall name Beneficiary as an additional insured.

(b) During any period of construction, workmen's compensation insurance against liability arising from claims of workmen with respect to and during the period of any work on or about the Property.

(c) At all times, insurance against loss or damage to the Property, the Improvements and all Personalty used in connection with the Property by fire, vandalism, malicious mischief, and any of the risks covered by insurance of the type now known as "Causes of Loss - Special Form" or comparable coverage in an amount not less than One Hundred Percent (100%) of the full replacement value of the Improvements. Such insurance policy or policies shall contain the "Replacement Cost Endorsement," a lender's loss payable endorsement naming Beneficiary as loss payee, and shall name Beneficiary as an additional insured.

(d) If the Property is located in a special flood hazard area as identified by the Federal Insurance Administration, federally subsidized flood insurance covering the risk of damage to the Improvements and Personalty located or to be constructed on the Property caused by flooding in the total amount of the Loan or for the maximum amount of subsidized insurance available, whichever is less. In lieu of such flood insurance, Trustor shall submit to Beneficiary evidence satisfactory to Beneficiary that no part of the Property is, or will be, within an area designated as a flood hazard area by the Federal Insurance Administration.

(e) Commercial General Liability insurance applicable to the Trust Estate in the minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate. Such liability insurance shall be issued by one or more insurance companies reasonably satisfactory to Beneficiary and shall name Beneficiary as an additional insured.

(f) Equipment and machinery insurance covering vessels, machinery, piping, and other equipment, provided the Improvements contain equipment of such nature, and insurance against loss of use arising from any such breakdown, in such amounts as are reasonably satisfactory to Beneficiary.

(g) Such other insurance and in such amounts as may from time to time reasonably be required by Beneficiary against the same or other hazards; provided, such insurance is commonly maintained by owners of property similar to the Property in the Salt Lake County area. All policies of builder's risk and other casualty and bodily injury insurance required by the terms of this Deed of Trust shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Trustor which might otherwise result in forfeiture of the insurance. The policies shall provide that the insurer will waive all rights of set-off, counterclaim or deduction against Trustor.

(h) All policies of insurance shall be issued by insurance companies which have a company rating of not less than "A" and a financial performance rating of not less than "7" by A.M. Best Co. in "Best's Insurance Reports." All policies of commercial liability and other casualty insurance shall have included therein a standard mortgagee protection clause. Trustor shall furnish Beneficiary with an original policy of all policies of required insurance or an original certificate of insurance together with a true and correct copy of each such policy. All such policies shall contain a provision that such policies will not be cancelled or materially amended or altered, including reduction of coverage, without at least thirty (30) days prior written notice to Beneficiary. If Beneficiary consents to Trustor providing any of the required insurance through blanket policies carried by Trustor and covering more than one location, then Trustor shall cause the insurance company to furnish Beneficiary with an endorsement to such policy which sets forth the coverage, the limits of liability, the name of the carrier, the policy number, the expiration date and a statement that the insurance company will not cancel or materially modify or alter the coverage evidenced by the endorsement without first affording Beneficiary at least thirty (30) days prior written notice. In the event Trustor fails to provide, maintain, keep in force or deliver and furnish to Beneficiary the policies of insurance required by Section 1.3, Beneficiary may, but without any obligation to do so, procure such insurance for such risks covering Beneficiary's interest, and Trustor shall pay all premiums thereon promptly upon demand by Beneficiary. If Trustor fails to pay any premium after demand by Beneficiary, Beneficiary, at Beneficiary's option, may advance any sums necessary to maintain and to keep in force such insurance. Any sums so advanced, together with interest thereon at the default rate as provided for in the Loan Agreement, shall be secured by this Deed of Trust. Upon the occurrence and during the continuation of an Event of Default and request by Beneficiary, Trustor shall deposit with Beneficiary in monthly installments, an amount equal to one-twelfth (1/12) of the estimated aggregate annual insurance premiums on all policies of insurance required by this Deed of Trust (funds deposited for this purpose are referred to as "Insurance Impounds"). In such event Trustor further agrees to cause all bills, statements, or other documents relating to the foregoing insurance premiums to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, or other documents evidencing that a premium for a required policy is then payable, and provided there are sufficient Insurance Impounds, Beneficiary shall timely pay such amounts as may be due thereunder out of the Insurance Impounds. If at any time and for any reason the Insurance Impounds are or will be insufficient to pay such amounts as may be then or subsequently due, Beneficiary shall notify Trustor and Trustor shall immediately deposit an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Insurance Impounds or to be obligated to pay any amounts in excess of the amount of the Insurance Impounds, nor shall anything contained herein modify the obligation of Trustor set forth in Section 1.3 to obtain and maintain insurance. Trustor shall not be entitled to interest on Insurance Impounds. Beneficiary may reserve for future payments of premiums such portion of Insurance Impounds as Beneficiary in its absolute and

sole discretion deems proper. If Trustor fails to deposit with Beneficiary sums sufficient to pay fully such premiums at least thirty (30) calendar days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand with interest from the date advanced at the default rate under the Note. Upon the occurrence of an Event of Default, Beneficiary may, at any time, at Beneficiary's option, apply any Insurance Impounds or Impositions Impounds (defined below) under this Section or Section 1.8, any funds paid as Rents, and any other funds of Trustor held by Beneficiary to payment of any of the Secured Obligations, in such manner and order as Beneficiary may elect.

1.4 Disposition of Policies on Foreclosure.

In the event Beneficiary exercises the power of sale provisions of this Deed of Trust or takes any other transfer of title or assignment of the Trust Estate in extinguishment in whole or in part of the Obligations, all right, title and interest of Trustor in and to the policies of insurance required by Section 1.3, shall inure to the benefit of and pass to the successor in interest of Trustor or the purchaser or grantee of the Trust Estate.

1.5 Casualties; Insurance Proceeds.

(a) Trustor shall give prompt written notice thereof to Beneficiary after the happening of any casualty to or in connection with the Trust Estate, or any part thereof, whether or not covered by insurance. All proceeds of insurance shall be payable to Beneficiary, and Trustor hereby authorizes and directs any affected insurance company to make payment of such proceeds to the extent of the then outstanding obligations directly to Beneficiary. If Trustor receives any proceeds of insurance resulting from such casualty, Trustor shall promptly pay over such proceeds to Beneficiary. All proceeds of insurance will be applied by Beneficiary to payment of the Secured Obligations in such order as Beneficiary shall reasonably determine.

(b) Trustor shall not be excused from repairing or maintaining the Trust Estate as provided in Section 1.2 hereof, or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are insurance proceeds available to Trustor or whether any such proceeds are sufficient in amount, and the application or release by Beneficiary of any insurance proceeds shall not cure or waive any default or notice of default under this Deed of Trust, or invalidate any act done pursuant to such default or notice of default.

1.6 Assignment of Policies Upon Foreclosure. In the event of foreclosure of this Deed of Trust as a mortgage, a sale under the power of sale, or any other transfer of title or assignment of the Trust Estate in extinguishment, in whole or in part, of the Secured Obligations, all right, title and interest of Trustor in and to all policies of insurance required by Section 1.3 shall inure to the benefit of and pass to the successor in interest to Trustor or the purchaser or grantee of the Trust Estate, to the extent such policies are assignable pursuant to the terms thereof.

1.7 Indemnification; Subrogation; Waiver of Offset.

(a) If Beneficiary is threatened with, or is made a party to any litigation initiated by a third party concerning the Note or this Deed of Trust, the Trust Estate or any part thereof or interest therein, or the occupancy of the Trust Estate by Trustor, then Trustor shall indemnify, defend and hold Beneficiary harmless for, from and against all liability by reason of said litigation, including reasonable attorneys' fees and expenses incurred by Beneficiary as a result of any such litigation, whether or not any such litigation is prosecuted to judgment. Beneficiary may employ an attorney or attorneys to protect its rights hereunder, and in the event of such employment following any breach by

Trustor, Trustor shall pay Beneficiary reasonable attorneys' fees and expenses incurred by Beneficiary, whether or not an action is actually commenced against Trustor by reason of its breach.

(b) Trustor waives any and all right to claim or recover against Beneficiary, its successors and assigns, their directors, officers, employees, agents and representatives, for loss of or damage to Trustor, the Trust Estate, Trustor's property or the property of others under Trustor's control from any cause insured against or required to be insured against by this Deed of Trust.

(c) All sums payable by Trustor pursuant to this Deed of Trust shall be paid without notice (except for such notice as may be expressly required hereunder or under the Note), demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the obligations and liabilities of Trustor hereunder shall in no way be released, discharged or otherwise affected (except as expressly provided herein) by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Trust Estate or any part thereof; (ii) any restriction or prevention of or interference by any Person with any use of the Trust Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Property or the Improvements or any part thereof by title paramount or otherwise; or (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Beneficiary, or any action taken with respect to this Deed of Trust by any trustee or receiver of Beneficiary, or by any court, in any such proceeding; whether or not Trustor shall have notice or knowledge of any of the foregoing. Except as expressly provided herein, Trustor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any sum secured hereby and payable by Trustor.

1.8 Impositions.

(a) Trustor shall pay, or cause to be paid, prior to delinquency, all real property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, (including, without limitation, non-governmental levies or assessments such as maintenance charges, levies, or charges resulting from covenants, conditions and restrictions affecting the Trust Estate and/or charges, fees and assessments related to water stock) that are assessed or imposed upon the Trust Estate or become due and payable and that create, may create, or appear to create a lien upon the Trust Estate (the above are sometimes referred to herein individually as an "Imposition" and collectively as "Impositions"), *provided, however*, that if by law any Imposition is payable, or may at the option of the taxpayer be paid, in installments, Trustor may pay the same or cause it to be paid, together with any accrued interest on the unpaid balance of such Imposition, in installments as the same becomes due and before any fine, penalty, interest, or cost may be added thereto for the nonpayment of any such installment and interest.

(b) If at any time after the date hereof there shall be assessed or imposed a fee, tax, or assessment on Beneficiary and measured by or based in whole or in part upon this Deed of Trust or the outstanding amount of the Secured Obligations, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in Section 1.8(a) and Trustor shall pay and discharge the same as herein provided with respect to the payment of Impositions. If Trustor fails to pay such Impositions prior to delinquency, Beneficiary may, at its option, declare all or part of the Secured Obligations, immediately due and payable. If Trustor is prohibited by law from paying such Impositions, Beneficiary may, at its option, declare all or part of the Secured Obligations due and payable on a date which is not less than six (6) months from the date such prohibition is imposed on Trustor.

(c) Subject to the provisions of Section 1.8(d), Trustor shall deliver to Beneficiary

within thirty (30) calendar days after the date upon which any Imposition is due and payable by Trustor official receipts of the appropriate taxing authority, or other proof satisfactory to Beneficiary, evidencing the payment thereof.

(d) Trustor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate proceedings, but this shall not be deemed or construed in any way as relieving, modifying, or extending Trustor's covenant to pay any such Imposition at the time and in the manner provided in this Section 1.8, unless Trustor has given prior written notice to Beneficiary of Trustor's intent to so contest or object to an Imposition, and unless (i) Trustor shall demonstrate to Beneficiary's satisfaction that the proceedings to be initiated by Trustor shall conclusively operate to prevent the sale of the Trust Estate or any part thereof or interest therein to satisfy such Imposition prior to final determination of such proceedings, (ii) Trustor shall furnish a good and sufficient bond or surety as requested by and satisfactory to Beneficiary, or (iii) Trustor shall demonstrate to Beneficiary's satisfaction that Trustor has provided a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale.

(e) Upon the occurrence and during the continuation of an Event of Default and upon request by Beneficiary, Trustor shall pay to Beneficiary an initial cash deposit in an amount adequate to pay all Impositions for the ensuing tax fiscal year and shall thereafter continue to deposit with Beneficiary, in monthly installments, an amount equal to one-twelfth (1/12) of the sum of the annual Impositions reasonably estimated by Beneficiary, for the purpose of paying the installment of Impositions next due (funds deposited for this purpose are referred to as "Impositions Impounds"). In such event, Trustor further agrees to cause all bills, statements, or other documents relating to Impositions to be sent or mailed directly to Beneficiary. Upon receipt of such bills, statements, or other documents, and providing there are sufficient Impositions Impounds, Beneficiary shall timely pay such amounts as may be due thereunder out of the Impositions Impounds. If at any time and for any reason the Impositions Impounds are or will be insufficient to pay such amounts as may then or subsequently be due, Beneficiary may notify Trustor and upon such notice Trustor shall deposit immediately an amount equal to such deficiency with Beneficiary. Notwithstanding the foregoing, nothing contained herein shall cause Beneficiary to be deemed a trustee of Impositions Impounds or to be obligated to pay any amounts in excess of the amount of funds deposited with Beneficiary pursuant to this Section 1.8(e). Trustor shall not be entitled to any interest on any Impositions Impounds. Beneficiary may reserve for future payment of Impositions such portion of Impositions Impounds as Beneficiary may in its absolute and sole discretion deem proper. If Trustor fails to deposit with Beneficiary sums sufficient to fully pay such Impositions at least thirty (30) calendar days before delinquency thereof, Beneficiary may, at Beneficiary's election, but without any obligation so to do, advance any amounts required to make up the deficiency, which advances, if any, shall be secured hereby and shall be repayable to Beneficiary upon demand together with interest thereon at the Default Rate from the date of such advance. Upon the occurrence of an Event of Default, Beneficiary may, without making any advance whatever, apply any Impositions Impounds held by it upon any of the Secured Obligations in such order as Beneficiary may determine.

(f) Trustor shall not initiate or suffer to occur or exist the joint assessment of any real and personal property included in the Trust Estate or any other procedure whereby the lien of real property taxes and the lien of personal property taxes shall be assessed, levied, or charged to the Trust Estate as a single lien.

1.9 Utilities. Trustor shall pay when due all charges that are incurred by Trustor for the benefit of the Trust Estate or that may become a charge or lien against the Trust Estate for gas, electricity, water, sewer, or other services furnished to the Trust Estate.

1.10 Actions Affecting Trust Estate. Trustor shall appear in and contest any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and shall pay all costs and expenses (including, without limitation, costs of evidence of title, litigation, and attorneys' fees) in any such action or proceeding in which Beneficiary or Trustee may appear. Trustor shall defend the Trust Estate, the title and interest therein of Trustor, and the legality, validity, binding nature, enforceability, and the first priority, of this Deed of Trust against all matters.

1.11 Actions By Trustee or Beneficiary. If Trustor fails to make any payment or to do any act as and in the manner provided in the Note or this Deed of Trust, Beneficiary and/or Trustee, each in its absolute and sole discretion, without obligation so to do, without releasing Trustor from any obligation, and with only such notice to or demand upon Trustor as may be reasonable under the then existing circumstances, but in no event exceeding ten (10) calendar days prior written notice, may make or do the same in such manner and to such extent as either may deem necessary or appropriate. In connection therewith (without limiting their general powers, whether conferred herein, in the Note or by law), Beneficiary and Trustee shall have and are hereby given the right, but not the obligation, (a) to enter upon and take possession of the Trust Estate; (b) to make additions, alterations, repairs and improvements to the Trust Estate that they or either of them may consider necessary or appropriate to keep the Trust Estate in good condition and repair; (c) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Beneficiary or Trustee; (d) to pay, purchase, contest or compromise any Lien or Encumbrance or alleged Lien or Encumbrance whether or not superior to this Deed of Trust; and (e) in exercising such powers, to pay necessary expenses (including, without limitation, expenses of employment of counsel or other necessary or desirable consultants). Trustor shall, immediately upon demand therefor by Beneficiary and Trustee or either of them, pay to Beneficiary and Trustee an amount equal to all respective costs and expenses incurred by them in connection with the exercise by either Beneficiary or Trustee or both of the foregoing rights (including, without limitation, costs of evidence of title, court costs, appraisals, surveys and receiver's, trustee's and attorneys' fees) together with interest thereon from the date of such expenditures at the default rate under the Note.

1.12 Transfer of Trust Estate by Trustor. In order to induce Beneficiary to make the loans referenced in the Note, Trustor agrees that, in the event of any sale, transfer, conveyance, hypothecation, encumbrance, lease or vesting of the Trust Estate or any part thereof or interest therein to or in any Person, whether voluntary, involuntary, by operation of law, or otherwise, except the Permitted Exceptions (as such term is defined in Exhibit B to this Deed of Trust) without the prior written consent of Beneficiary, Beneficiary shall have the absolute right, at its option, without prior demand or notice, to declare all sums secured hereby immediately due and payable. Consent to one such transaction shall not be deemed to be a waiver of the right to require consent to future or successive transactions. If consent should be given by Beneficiary, any such Transfer shall be subject to this Deed of Trust, and such transferee shall assume all obligations hereunder and agree to be bound by all provisions contained herein. Such assumption shall not, however, release Trustor from any liability thereunder without the prior written consent of Beneficiary.

1.13 Eminent Domain.

(a) In the event that any proceeding or action be commenced for the taking of the Trust Estate, or any part thereof or interest therein, for public or quasi-public use under the power of eminent domain, condemnation (including, without limitation, inverse condemnation) or otherwise, or in the event of any sale or transfer of any of the Trust Estate pursuant to any threat of such condemnation or any proposal for such condemnation (hereinafter collectively referred to as a "Taking"), or if the same be taken or damaged by reason of any public improvement or Taking, or

should Trustor receive any notice or other information regarding such Taking or damage, Trustor shall give prompt written notice thereof to Beneficiary. All compensation, awards, damages, rights of action and proceeds awarded to Trustor by reason of any such Taking or damage or received by Trustor as the result of a transfer in lieu of a Taking (the "Condemnation Proceeds") are hereby assigned to Beneficiary, and Trustor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary or Trustee may require. If Trustor receives any Condemnation Proceeds Trustor shall promptly pay over such proceeds to Beneficiary to the extent of the then outstanding Secured Obligations. Beneficiary is hereby authorized and empowered by Trustor, at Beneficiary's option and in Beneficiary's reasonable discretion, as attorney-in-fact for Trustor, to settle, adjust, or compromise any claim for loss or damage in connection with any Taking or proposed Taking and, without regard to the adequacy of its security, to commence, appear in and prosecute in its own name and/or on behalf of Trustor any such action or proceeding arising out of or relating to a Taking or proposed Taking.

(b) Trustor shall not be excused from repairing or maintaining the Trust Estate as provided in Section 1.2 or restoring all damage or destruction to the Trust Estate, regardless of whether or not there are Condemnation Proceeds available to Trustor or whether any such Condemnation Proceeds are sufficient in amount. The application or release of the Condemnation Proceeds shall not cure or waive any default or notice of default hereunder or under the Note or invalidate any act done pursuant to such default or notice of default.

1.14 Additional Security. No other security now existing, or hereafter taken, to secure the Secured Obligations secured hereby shall be impaired or affected by the execution of this Deed of Trust. All security for the Secured Obligations from time to time shall be taken, considered and held as cumulative. Any taking of additional security, execution of partial releases of the security, or any extension of the time of payment of, or modification of other terms of any of the Secured Obligations shall not diminish the force, effect or lien of this Deed of Trust and shall not affect or impair the liability of any maker, guarantor, surety or endorser for the payment or performance of any of the Secured Obligations. In the event Beneficiary at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with, or after a sale or realization is made hereunder.

1.15 Appointment of Successor Trustee. Beneficiary may, from time to time, by a written instrument executed and acknowledged by Beneficiary, mailed to Trustor and recorded in the county in which the Trust Estate is located and by otherwise complying with the provisions of applicable law, substitute a successor or successors to any Trustee named herein or acting hereunder, and such successor(s) shall, without conveyance from the Trustee predecessor, succeed to all title, estate, rights, powers and duties of such predecessor.

1.16 Inspections. Beneficiary, and its agents, representatives, officers, and employees are authorized to enter at any reasonable time upon or in any part of the Trust Estate for the purpose of inspecting the same and for the purpose of performing any of the acts Beneficiary is authorized to perform hereunder or under the terms of the Note.

1.17 Ownership and Liens and Encumbrances. Trustor is, and as to any portion of the Trust Estate acquired hereafter will upon such acquisitions be, and shall remain the owner of the Trust Estate free and clear of any Liens and Encumbrances. Trustor shall not grant, shall not suffer to exist, and shall pay and promptly discharge, at Trustor's cost and expense, all Liens and Encumbrances and any claims thereof upon the Trust Estate, or any part thereof or interest therein. Trustor shall notify Beneficiary immediately in writing of any Lien or Encumbrance or claim

thereof. Trustor shall have the right to contest in good faith the validity of any involuntary Lien or Encumbrance, provided Trustor shall first deposit with Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than one hundred fifty percent (150%) of the amount of the claim, and provided further that if Trustor loses such contest, Trustor shall thereafter diligently proceed to cause such Lien or Encumbrance to be removed and discharged. If Trustor shall fail to remove and discharge any Lien or Encumbrance or claim thereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, after only such notice to Trustor as may be reasonable under the then existing circumstances, but not to exceed ten (10) days, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such Lien or Encumbrance by depositing in a court a bond or the amount claimed or otherwise giving security for such claim, or by procuring such discharge in such manner as is or may be prescribed by law. Trustor shall, immediately upon demand therefore by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any Lien or Encumbrance or claim thereof, together with interest thereon from the date of each such expenditure at the Default Rate. Such costs and expenses shall be secured by this Deed of Trust. "Lien or Encumbrance" and "Liens and Encumbrances" mean, respectively, each and all of the following in respect of the Trust Estate: leases, other rights to occupy or use, mortgages, deeds of trust, pledges, security agreements, assignments, assignments as security, conditional sales, title retention arrangements or agreements, conditions, covenants, and restrictions, and other charges, liens, encumbrances, or adverse interests, whether voluntarily or involuntarily created and regardless of whether prior or subordinate to any estate, right, title, or interest granted to Trustee or Beneficiary in this Deed of Trust, excluding from the foregoing the Permitted Exceptions.

1.18 Trustee's Powers. At any time, or from time to time, without liability therefore and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and without affecting the personal liability of any person for payment of the Secured Obligations or the effect of this Deed of Trust upon the remainder of said Trust Estate, Trustee may (a) reconvey any part of said Trust Estate, (b) consent in writing to the making of any map or plat thereof, (c) join in granting any easement thereon, or (d) join in any extension agreement or any agreement subordinating the lien or charge hereof.

1.19 Beneficiary's Powers. Without affecting the liability of any Person liable for the payment of the Secured Obligations herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Estate not then or theretofore released as security for the Secured Obligations, Beneficiary may, from time to time and without notice (a) release any person so liable, (b) extend the Secured Obligations, (c) grant other indulgences, (d) release or reconvey, or cause to be released or reconveyed, at any time at Beneficiary's option, any parcel, portion or all of the Trust Estate, (e) take or release any other or additional security or any guaranty for any Secured Obligation herein mentioned, or (f) make compositions or other arrangements with debtors in relation thereto.

1.20 Partial Releases. Trustor is entitled to partial releases of the lien of this Deed of Trust on the following terms and conditions:

(a) The release price for each tract to be partially released will be equal to the greater of ninety percent (90%) of the then appraised value, or in the case of a sale, ninety percent (90%) of the purchase price of the released properties (the "Release Price"), which Release Price shall be paid to Beneficiary and, when paid, shall be applied to the Secured Obligations.

(b) At the time a partial release is requested, Trustor shall furnish to Beneficiary a

current appraisal or a copy of the contract of sale, as the case may be, and a calculation of the area of the tract to be released, a metes and bounds description of such tract, a survey indicating the area to be released and its relationship to the portion of the Property not to be released, and a preliminary subdivision plat showing the tract to be released as one or more lots and the remaining portion of the Property not to be released as one or more lots. All of such information shall be subject to the approval of Beneficiary, which approval will not be unreasonably withheld, conditioned or delayed.

(c) Trustor will be entitled to partial releases, without any payment on the Note or other consideration, of any portions of the Property which are within streets, roads or easements for utilities or drainage which are dedicated to the public in any subdivision plat or other recorded instrument which is approved or required by applicable governmental agency; provided that if Trustor does receive any payments for any such dedication, the full amount of such payments shall be promptly paid to Beneficiary and, when paid, shall be applied to the Secured Obligations.

1.21 Trade Names. At the time of recording of this Deed of Trust and thereafter, at the request of Beneficiary from time to time, Trustor shall execute a certificate in form satisfactory to Beneficiary listing the trade names or fictitious business names under which Trustor intends to operate the Trust Estate or any business located thereon and representing and warranting that Trustor does business under no other trade names or fictitious business names with respect to the Trust Estate. Trustor shall immediately notify Beneficiary in writing of any change in said trade names or fictitious business names, and will, upon request of Beneficiary, execute any additional financing statements and other certificates necessary to reflect the change in trade names or fictitious business names

1.22 General Representations, Covenants and Warranties. Trustor represents, covenants and warrants that:

(a) *Fee Title.* Trustor holds and owns good and marketable title in fee simple to the fee lands which constitute part of the Property, and has all right, full power and lawful authority to mortgage and pledge the same and Beneficiary may at all times peaceably and quietly enter upon, hold, occupy and enjoy the Property in accordance with the terms of this Deed of Trust; and the Property is free and clear of all damages, claims, encumbrances, liens, royalties and security interests, except the Permitted Exceptions. Trustor will defend title to the fee lands and patented mining claims consistent with these representations and warranties.

(b) *Maintenance of Lien.* Trustor will maintain and preserve the first position lien of this Deed of Trust, subject to the Permitted Exceptions, until the indebtedness evidenced by the Note and other secured sums have been paid in full.

(c) *Trustor's Solvency.* Trustor is now able to meet its debts as they mature, the fair market value of its assets exceeds its liabilities and no bankruptcy or insolvency proceedings are pending or contemplated by or against Trustor.

(d) *Payment for Equipment and Improvements.* As of the date of this Deed of Trust, all costs arising from past construction of any improvements and the purchase of all equipment and materials located on the Property have been paid.

(e) *Compliance.* Trustor covenants, represents and warrants, which covenants, representations and warranties shall survive termination of this Deed of Trust, that: (a) Trustor's execution and delivery of this Deed of Trust and the instruments to be executed and delivered by

Trustor in accordance with the terms of this Deed of Trust will not conflict with or result in a breach of or default under any of the terms, conditions or provisions of any of the agreements binding on Trustor ; (b) there are no actions, claims, litigation, proceedings or suits pending or threatened against Trustor or any of the collateral which could, if continued, adversely affect Trustor's ability to fulfill Trustor's obligations under this Deed of Trust; and (c) there has been no act or omission by Trustor which could result by notice or lapse of time in the breach, default, forfeiture, relinquishment or termination of any agreement, contract or instrument relating to the Property to which Trustor is a party or in accordance with which Trustor is obligated.

(f) *Survival of Representations and Warranties.* All representations, warranties, covenants and disclosures of Trustor contained in the Note or this Deed of Trust are incorporated by reference in them, are incorporated by reference in this Deed of Trust and shall survive the execution and delivery of this Deed of Trust and shall remain continuing covenants, conditions, representations and warranties of Trustor so long as any portion of the obligations secured by this Deed of Trust remain outstanding and shall inure to the benefit of and be enforceable by any person who may acquire title pursuant to foreclosure proceedings or deed in lieu of foreclosure.

(g) *Compliance with Laws.* Since Trustor's taking of possession of the Property, the Property has complied with and from the date of this Deed of Trust will continue to comply with, all applicable restrictive covenants, applicable zoning and subdivision ordinances and building codes, all applicable health and environmental laws and regulations and all other material applicable laws, rules and regulations, including, without limitation, any requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12111 *et seq.* Trustor and the Property shall, at all times, comply with the Endangered Species Act (16 U.S.C. § 1531-1544), as the Endangered Species Act may impact or affect the construction, development and use of the Property. Trustor represents and warrants to Beneficiary that Trustor has undertaken an appropriate inquiry into the previous ownership and uses of the Property consistent with good commercial or customary practice in an effort to minimize liability with respect to any Hazardous Substances (as hereinafter defined). To the best of Trustor's knowledge and except as otherwise disclosed to Beneficiary in writing, Trustor represents and warrants that (i) neither the Property nor the operations or activities conducted thereon violate any local, state or federal law, rule or regulation or duty under applicable common law pertaining to human health, safety, protection of the environment, natural resources, conservation, waste management or pollution (the "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 *et seq.*), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), the Clean Air Act (42 U.S.C. §7401 *et seq.*), the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), the Emergency Planning and Community-Right-to-Know Act (42 U.S.C. §11001 *et seq.*), the Endangered Species Act (16 U.S.C. §1531 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §2601 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §651 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §1801 *et seq.*), and the Utah Air Conservation Act (Utah Code Ann. § 19-1-101 *et seq.*), the Utah Safe Drinking Water Act (Utah Code Ann. § 19-4-101 *et seq.*), the Utah Water Quality Act (Utah Code Ann. § 19-5-101 *et seq.*), the Utah Underground Storage Tank Act (Utah Code Ann. § 19-6-401 *et seq.*), the Utah Solid Waste Management Act (Utah Code Ann. § 19-6-501 *et seq.*), and regulations promulgated pursuant to said laws, all as amended from time to time; (ii) no hazardous substances, toxic substances or harmful substances, hazardous wastes, hazardous materials, pollutants or contaminants (including, without limitation, asbestos or asbestos-containing materials, lead based paint, polychlorinated biphenyls, petroleum or petroleum products or byproducts, flammable explosives, radioactive materials, or infectious substances) or any other substances or materials which are included under or regulated by the Environmental Laws (collectively, "Hazardous Substances") are located on, in or under or have been handled, generated, stored, processed or disposed of on or released or discharged from the Property (including underground contamination), except for those substances used by Trustor or any tenant under

a Lease in the ordinary course of businesses in compliance with all Environmental Laws and under circumstances where no liability under any Environmental Law could reasonably be anticipated; and (iii) the Property is presently free from contamination by Hazardous Substances and that the Property and the activities conducted thereon do not pose any significant hazard to human health or the environment. Trustor shall not cause or permit the Property to be used for the generation, handling, storage, transportation, disposal or release of any Hazardous Substances except as exempted or permitted under applicable Environmental Laws, and Trustor shall not cause or permit the Property or any activities conducted thereon to be in violation of any applicable Environmental Laws. If Trustor receives notice from any federal, state or other governmental body that it is not in compliance with any ordinance, code, law or regulation, including any Environmental Laws, Trustor will immediately attempt to cure any violation and will provide Beneficiary with a copy of such notice promptly. Trustor agrees to indemnify Beneficiary and hold Beneficiary and its directors, officers, employees, members, managers, affiliates, agents, successors and assigns harmless from and against any and all claims, losses, damages (including all foreseeable and unforeseeable consequential damages), liabilities, fines, penalties, charges, interest, administrative or judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith (including without limitation attorneys' fees and expenses), directly or indirectly resulting in whole or in part from the violation of any Environmental Laws applicable to the Property or any activity conducted thereon, or from any past, present or future use, generation, handling, storage, transportation, disposal or release of Hazardous Substances at or in connection with the Property, or any decontamination, detoxification, closure, cleanup or other remedial measures required with respect to the Property under any Environmental Laws. All sums paid and costs incurred by Beneficiary with respect to the foregoing matters shall be part of the Secured Obligations and shall bear interest at the default rate under the Note. This indemnity shall survive the full payment and performance of the Secured Obligations and the satisfaction of this Deed of Trust, and it shall inure to the benefit of any transferee of title to the Property through foreclosure of this Deed of Trust or through deed in lieu of foreclosure.

ARTICLE 2
ASSIGNMENT OF
RENTS

2.1 Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the Rents of the Trust Estate, and hereby gives to and confers upon Beneficiary the right, power, and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive, and enforce payment, to give receipts, releases, and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Secured Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants, and occupants to make all payments under the Leases directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor; *provided, however*, that Trustor shall have the right to collect such Rents (but not more than one (1) calendar month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder or under the Note. The assignment of the Rents of the Trust Estate in this Article 2 is intended to be an absolute assignment from Trustor to Beneficiary, and not merely the grant of a lien or security interest.

2.2 Collection Upon an Event of Default. Upon the occurrence of an Event of Default, Beneficiary may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations, enter upon and take possession of the Trust Estate, or any part thereof, and, with or without such entry or taking

possession, in its own name sue for or otherwise collect the Rents (including, without limitation, those past due and unpaid) and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon payment of the Secured Obligations in such order as Beneficiary may determine. The collection of such Rents, or the entering upon and taking possession of the Trust Estate, or the application of the Rents as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default. Trustor also hereby authorizes Beneficiary upon such entry, at its option, to take over and assume the management, operation and maintenance of the Trust Estate and to perform all acts Beneficiary in its sole discretion deems necessary and proper and to expend such sums out of Rents as may be needed in connection therewith, in the same manner and to the same extent as Trustor theretofore could do (including, without limitation, the right to enter into new leases, to cancel, surrender, alter or amend the terms of, and/or renew existing leases collectively, the "Leases", and/or to make concessions to tenants). Trustor hereby releases all claims of any kind or nature against Beneficiary arising out of such management, operation and maintenance, excepting the liability of Beneficiary to account as hereinafter set forth and gross negligence and willful misconduct.

2.3 Application of Rents. Upon such entry, Beneficiary shall, after payment of all property charges and expenses (including, without limitation, reasonable compensation to such managing agent as it may select and employ) and after the accumulation of a reserve to meet requisite amounts, credit the net amount of the Rents received by it to the Secured Obligations, but the manner of the application of such net income and which items shall be credited shall be determined in the sole discretion of Beneficiary. Beneficiary shall not be accountable for more monies than it actually receives from the Trust Estate; nor shall it be liable for failure to collect Rents. Beneficiary shall make reasonable efforts to collect Rents.

2.4 Mortgagee in Possession. It is not the intention of the parties hereto that an entry by Beneficiary upon the Property under the terms of this instrument shall make Beneficiary a party in possession in contemplation of the law, except at the option of Beneficiary.

2.5 Indemnity. Trustor hereby agrees to indemnify and hold harmless Beneficiary for, from and against any and all losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs, and expenses, including legal fees and expenses, howsoever and by whomsoever asserted, arising out of or in any way connected with this assignment; and all such losses, liabilities, obligations, claims, demands, damages, penalties, judgments, costs and expenses shall be deemed added to the indebtedness secured hereby and shall be secured by any and all other instruments securing said indebtedness.

2.6 No Obligation to Perform. Nothing contained herein shall operate or be construed to obligate Beneficiary to perform any obligations of Trustor under any Lease (including, without limitation, any obligation arising out of any covenant of quiet enjoyment therein contained in the event the lessee under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such lessee shall have been thereby terminated). Prior to actual entry into and taking possession of the Property by Beneficiary, this assignment shall not operate to place upon Beneficiary any responsibility for the operation, control, care, management or repair of the Trust Estate or any portion thereof, and the execution of this assignment by Trustor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Trust Estate is and shall be that of Trustor, prior to such actual entry and taking of possession.

ARTICLE 3
SECURITY AGREEMENT

3.1 Creation of Security Interest. 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 Trust Estate, 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.

3.2 Representations, Warranties and Covenants of Trustor. Trustor hereby represents, warrants and covenants (which representations, warranties and covenants shall survive creation of any indebtedness of Trustor to Beneficiary and any extension of credit thereunder) as follows:

(a) The Personal Property is not used or bought for personal, family or household purposes.

(b) The tangible portion of the Personal Property will be kept on or at the Property or Improvements and Trustor will not, without the prior written consent of Beneficiary, remove the Personal Property or any portion thereof therefrom except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Trustor with similar items of equal or greater value.

(c) Trustor hereby authorizes Beneficiary to prepare, file and record one or more financing statements and fixture filings pursuant to the Uniform Commercial Code of Utah in form satisfactory to Beneficiary and will pay the cost of recording and filing the same in all public offices wherever recording or filing is deemed by Beneficiary to be necessary or desirable.

(d) Trustor’s principal place of business is in the State of Utah at the address set forth in the introductory paragraph hereof. Trustor does not do business under any trade name except as previously disclosed in writing to Beneficiary. Trustor will immediately notify Beneficiary in writing of any change in its place of business or the adoption or change of any trade name or fictitious business name, and hereby authorizes Beneficiary to prepare, file and record any additional financing statements or other certificates necessary to reflect the adoption or change in trade name or fictitious business name.

(e) Trustor authorizes Beneficiary to prepare, file and record such financing statements in accordance with the applicable Uniform Commercial Code, or such other documents as may be required from time to time to create, maintain and perfect the liens and security interests granted herein. Trustor acknowledges that the address for Trustor appearing in the introductory paragraph hereto is the chief executive office of Trustor. Trustor further acknowledges that it is a limited liability company organized and existing under the laws of the State of Utah as described in the introductory paragraph hereto. Trustor covenants and agrees that it will not make any change to its legal name, which legal name as shown in the introductory paragraph hereto is true and correct, its state of formation, organization or registration, or the location of its chief executive office or principal place of business, or its organizational structure or governing documents, without the prior written consent of Beneficiary.

(f) Trustor shall immediately notify Beneficiary of any claim against the Personal Property adverse to the interest of Beneficiary therein.

(g) The grant of a security interest to Beneficiary by this Deed of Trust shall not be construed to derogate from or impair the lien or provisions of, or the rights of Beneficiary under,

this Deed of Trust with respect to any property described herein which is real property, or which the parties have agreed to treat as real property.

3.3 Use of Personal Property by Trustor. Until the occurrence of an Event of Default hereunder or under any Note, Trustor may have possession of the Personal Property and use it in any lawful manner not inconsistent with this Deed of Trust and not inconsistent with any policy of insurance thereon.

3.4 Remedies Upon an Event of Default.

(a) In addition to the remedies provided in Section 4.2 hereof, upon the occurrence of an Event of Default hereunder, Beneficiary shall have all of the rights and remedies of a Secured Party under the Utah Uniform Commercial Code, and Beneficiary may, at its option, do any one or more of the following:

(i) Either personally, or by means of a court appointed receiver, take possession of all or any of the Personal Property and exclude therefrom Trustor and all others claiming under Trustor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Trustor with respect to the Personal Property or any part thereof. In the event Beneficiary demands, or attempts to take possession of the Personal Property in the exercise of any rights under this Deed of Trust, Trustor agrees to promptly turn over and deliver possession thereof to Beneficiary;

(ii) Without notice to or demand upon Trustor, make such payments and do such acts as Beneficiary may deem necessary to protect its security interest in the Personal Property (including, without limitation, paying, purchasing, contesting or compromising any Lien or Encumbrance, whether superior or inferior to such security interest) and in exercising any such powers or authority to pay all expenses (including, without limitation, litigation costs and reasonable attorney's fees) incurred in connection therewith;

(iii) Require Trustor from time to time to assemble the Personal Property, or any portion thereof, at a place designated by Beneficiary and reasonably convenient to both parties, and deliver promptly such Personal Property to Beneficiary, or an agent or representative designated by Beneficiary. Beneficiary, and its agents and representatives, shall have the right to enter upon any or all of Trustor's Property and property to exercise Beneficiary's rights hereunder;

(iv) Realize upon the Personal Property or any part thereof as herein provided or in any manner permitted by law and exercise any and all of the other rights and remedies conferred upon Beneficiary by this Deed of Trust, the Note, or by law, either concurrently or in such order as Beneficiary may determine;

(v) Sell or cause to be sold in such order as Beneficiary may determine, as a whole or in such parcels as Beneficiary may determine, the Personal Property and the remainder of the Trust Estate;

(vi) Sell, lease, or otherwise dispose of the Personal Property at public sale, upon terms and in such manner as Beneficiary may determine. Beneficiary may be a purchaser at any sale; and

(vii) Exercise any other remedies of a secured party under the Utah Uniform Commercial Code, the Note or any other applicable law.

(b) Unless the Personal Property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Beneficiary shall give Trustor at least ten (10) days' prior written notice of the time and place of any public sale of the Personal Property or other intended disposition thereof to be made. Such notice may be mailed to Trustor at the address set forth in Section 6.4.

(i) The proceeds of any sale under Section 3.4(a)(vi) shall be applied as follows: To the repayment of the reasonable costs and expenses of taking, holding, and preparing for the sale and the selling of the Personal Property (including, without limitation, costs of litigation and attorneys' fees) and the discharge of all Impositions, Liens and Encumbrances, and claims thereof, if any, on the Personal Property prior to the security interest granted herein (except any Impositions or Liens and Encumbrances subject to which such sale shall have been made);

(ii) To the payment of the Secured Obligations in such order as Beneficiary shall determine; and

(iii) The surplus, if any, shall be paid to the Trustor or to whomsoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Beneficiary shall have the right to enforce one or more remedies hereunder, successively or concurrently, and such action shall not operate to estop or prevent Beneficiary from pursuing any further remedy that it may have. Any repossession or retaking or sale of the Personal Property pursuant to the terms hereof shall not operate to release Trustor until full payment of any deficiency has been made in cash.

3.5 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.

ARTICLE 4 REMEDIES UPON DEFAULT

4.1 Events of Default.

(a) Each of the following shall constitute an event of default ("Event of Default"):

(i) Failure by Trustor to pay any monetary amount of when due under the Note.

(ii) Any failure by Trustor to perform any obligation not involving the payment of money to Beneficiary, or to comply with any other term or condition applicable to Trustor hereunder or under the Note, pursuant to applicable cure periods set forth in the Note.

(iii) Any representation or warranty by Trustor in the Note is materially false, incorrect, or misleading as of the date made.

(iv) The occurrence of any Transfer, unless prior to such Transfer, the holder of the Note has delivered to Trustor the written consent of such holder to such Transfer.

(v) The occurrence of any Event of Default, as such term is defined in the Note.

(b) Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Secured Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified in Section 3.4:

(i) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Trust Estate, or any part thereof, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value, marketability or rentability of the Trust Estate, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Trust Estate, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) upon the Secured Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Trust Estate, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Trust Estate or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Note or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale;

(ii) Commence an action to foreclose the lien of this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(iii) Exercise of the power of sale herein contained and deliver to Trustee a written statement of breach, notice of default and election to cause Trustor's interest in the Trust Estate to be sold; or

(iv) Exercise all other rights and remedies provided herein, in the Note or by law.

4.2 Exercise of Power of Sale. 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 Trust Estate 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, however*, that if the sale is postponed for longer than forty-five (45) calendar 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 conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys' fees actually incurred not to exceed the amount which may be provided for in this Deed of Trust.

SECOND: To payment of the Secured Obligations.

THIRD: The balance, if any, to the person or persons legally entitled to the proceeds, or the Trustee, in the Trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place.

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 Trust Estate or any part thereof and, in lieu of paying cash therefor, may make settlement for the purchase price by crediting upon the Secured 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.

4.3 Personal Property. It is the express understanding and intent of the parties that as to any personal property interests subject to Article 9 of the Utah Uniform Commercial Code, Beneficiary, upon an Event of Default, may proceed under the Utah Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Deed of Trust and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security.

4.4 Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or any one claiming under Trustor, and without regard to the then value of the Trust Estate or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Trust Estate, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Trust Estate or the date of expiration of any redemption period, unless such receivership is sooner terminated.

4.5 Remedies Not Exclusive. Trustee and Beneficiary, and each of them, shall be entitled to enforce payment and performance of any and all of the Secured Obligations and to exercise all rights and powers under the Note and under the law now or hereafter in effect, notwithstanding some or all of the Secured Obligations may now or hereafter be otherwise secured or guaranteed. Neither

the acceptance of this Deed of Trust nor its enforcement, whether by court action or pursuant to the power of sale or other rights herein contained, shall prejudice or in any manner affect Trustee's or Beneficiary's right to realize upon or enforce any other security or guaranty now or hereafter held by Trustee or Beneficiary, it being agreed that Trustee and Beneficiary, and each of them, shall be entitled to enforce this Deed of Trust and any other security or any guaranty now or hereafter held by Beneficiary or Trustee in such order and manner as they or either of them may in their absolute discretion determine. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder, or now or hereafter existing under the law. Every power or remedy given by the Note or by law to Trustee or Beneficiary or to which either of them may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Trustee or Beneficiary and, to the extent permitted by law, either of them may pursue inconsistent remedies.

4.6 Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale.

4.7 Marshalling of Assets. Trustor, on its own behalf and on behalf of its successors and assigns, hereby expressly waives all rights to require a marshalling of assets by Trustee or Beneficiary, or to require Trustee or Beneficiary, upon a foreclosure, to first resort to the sale of any portion of the Trust Estate which might have been retained by Trustor before foreclosing upon and selling any other portion as may be conveyed by Trustor subject to this Deed of Trust.

4.8 No Merger. In the event of a foreclosure of this Deed of Trust or any other mortgage or deed of trust securing the Secured Obligations, the Secured Obligations then due Beneficiary shall not be merged into any decree of foreclosure entered by the court, and Beneficiary may concurrently or subsequently seek to foreclose one or more mortgages or deeds of trust which also secure said Secured Obligations.

4.9 Request for Notice. Trustor hereby requests a copy of any notice of default and that any notice of sale hereunder be mailed to it at the address set forth in Section 6.4.

4.10 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits or proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security or be otherwise prejudicial to Beneficiary's interest.

ARTICLE

5

RELEASE AND RECONVEYANCE OF TRUST ESTATE

5.1 Reconveyance by Trustee. Upon written request of Beneficiary stating that all Secured Obligations have been satisfied in full, and upon surrender of this Deed of Trust and the Note to Trustee for cancellation and retention and upon payment by Trustor of Trustee's fees, Trustee shall reconvey to Trustor, or to the person or persons legally entitled thereto, without warranty, any portion of the Trust Estate then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in any reconveyance may be described as "the person or persons legally entitled thereto."

ARTICLE 6
MISCELLANEOUS

6.1 Change, Discharge, Termination, or Waiver. No provision of this Deed of Trust may be changed, discharged, terminated, or waived except in a writing signed by the party against whom enforcement of the change, discharge, termination, or waiver is sought. No failure on the part of Beneficiary to exercise and no delay by Beneficiary in exercising any right or remedy under the Note or under the law shall operate as a waiver thereof.

6.2 Trustor Waiver of Rights. Trustor waives, to the extent permitted by law, (a) the benefit of all laws now existing or that may hereafter be enacted providing for any appraisal before sale of any portion of the Trust Estate, (b) all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature or declare due the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created, and (c) all rights and remedies that Trustor may have or be able to assert pertaining to the rights and remedies of sureties.

6.3 Statements by Trustor. Trustor shall, within ten (10) days after written notice thereof from Beneficiary, deliver to Beneficiary a written statement stating the unpaid principal of and interest on the Note and any other amounts secured by this Deed of Trust and stating whether any offset or defense exists against such principal and interest or such other amounts.

6.4 Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered or certified mail, return receipt requested, through the United States Postal Service to the addresses set forth above or such other address which the parties may provide to one another in accordance herewith. Such notices, requests and demands, if sent by mail, shall be deemed given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

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

6.6 Captions and References. The headings at the beginning of each section of this Deed of Trust are solely for convenience and are not part of this Deed of Trust. Unless otherwise indicated, each reference in this Deed of Trust to a section or an exhibit is a reference to the respective section herein or exhibit hereto.

6.7 Invalidity of Certain Provisions. If any provision of this Deed of Trust is unenforceable, the enforceability of the other provisions shall not be affected and they shall remain in full force and effect. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Trust Estate, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured or partially secured portion of the Secured Obligations, and all payments made on the Secured Obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Deed of Trust.

6.8 Subrogation. To the extent that proceeds of the Note are used to pay any outstanding lien, charge or prior encumbrance against the Trust Estate, such proceeds have been or will be advanced by Beneficiary at Trustor's request and Beneficiary shall be subrogated to any and all

rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released.

6.9 Attorneys' Fees. If any or all of the Secured Obligations are not paid when due or if an Event of Default occurs, Trustor agrees to pay all costs of enforcement and collection and preparation therefore (including, without limitation, reasonable attorney's fees) whether or not any action or proceeding is brought (including, without limitation, all such costs incurred in connection with any bankruptcy, receivership, or other court proceedings (whether at the trial or appellate level), together with interest therein from the date of demand at the default rate under the Note, which default rate shall accrue after any judgment Beneficiary may obtain against Trustor.

6.10 Governing Law. THIS DEED OF TRUST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (EXCLUDING UTAH CONFLICT OF LAWS RULES) (UNLESS EXPRESSLY PROVIDED TO THE CONTRARY HEREIN). EXCEPT AS OTHERWISE PROVIDED HEREIN WITH REGARD TO THE EXERCISE OF CERTAIN REMEDIES AND THE ENFORCEMENT HEREOF, THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS DEED OF TRUST AND THE NOTES SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF DAVIS, STATE OF UTAH OR EACH OF TRUSTOR AND BENEFICIARY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 6.10. WHENEVER POSSIBLE, THE PROVISIONS OF THIS DEED OF TRUST SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW.

6.11 Joint and Several Obligations. If this Deed of Trust is signed by more than one party as Trustor, all obligations of Trustor herein shall be the joint and several obligations of each party executing this Deed of Trust as Trustor.

6.12 Number and Gender. In this Deed of Trust, the singular shall include the plural and the masculine shall include the feminine and neuter gender and vice versa, if the context so requires.

6.13 Counterparts. This document may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to form physically one document, which may be recorded.

6.14 No Merger of Lease. If both the lessor's and lessee's estate under any lease or any portion thereof which constitutes a part of the Trust Estate shall at any time become vested in one owner, this Deed of Trust and the lien created hereby shall not be destroyed or terminated by application of the doctrine of merger unless Beneficiary so elects as evidenced by recording a written declaration executed by Beneficiary so stating, and, unless and until Beneficiary so elects, Beneficiary shall continue to have and enjoy all of the rights and privileges of Beneficiary as to the separate estates. In addition, upon the foreclosure of the lien created by this Deed of Trust on the Trust Estate pursuant to the provisions hereof, any leases or subleases then existing and affecting all or any portion of the Trust Estate shall not be destroyed or terminated by application of the law of merger or as a matter of law or as a result of such foreclosure unless Beneficiary or any purchaser at such foreclosure sale shall so elect. No act by or on behalf of Beneficiary or any such purchaser shall

constitute a termination of any lease or sublease unless Beneficiary or such purchaser shall give written notice thereof to such tenant or subtenant.

6.15 Integration. This Deed of Trust and the Note contain the complete understanding and agreement of Trustor and Beneficiary and supersede all prior representations, warranties, agreements, arrangements, understandings, and negotiations.

6.16 Binding Effect. This Deed of Trust and the Note will be binding upon, and inure to the benefit of, Trustor, Trustee and Beneficiary and their respective successors and assigns.

6.17 Time of the Essence. Time is of the essence with regard to each provision of this Deed of Trust and the Note as to which time is a factor.

6.18 Survival. The representations, warranties, and covenants of the Trustor, this Deed of Trust and the Notes shall survive the execution and delivery of the Note and the making of the loans referenced in any Note.

(Signature Pages Follow Immediately)


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

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

TRUSTOR:


CCP FARMINGTON, LLC,
a Utah limited liability company
By Its Manager:

CCP Management, LLC,
a Utah limited liability company

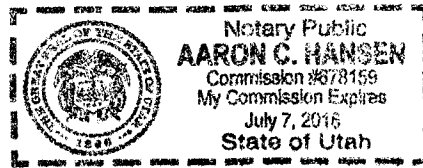
By: 
Thomas Stuart
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF ~~DAVIS~~ **AK**)
 Salt Lake

The foregoing instrument was acknowledged before me this 12th day of January, 2017, by Thomas Stuart, one of the Managers of CCP Management, LLC, a Utah limited liability company, acting as the Manager of CCP Farmington, LLC.


NOTARY PUBLIC
Residing at: SLC, UT

My Commission Expires:
7/7/18



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

Legal Description

EXHIBIT A

Legal Description of Property

PARCEL NO. 2 (PART OF VH-UTa4):

A 2 ROD STRIP OF GROUND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°52' EAST 627.82 FEET (NORTH 89°52' EAST 632.88 FEET OF RECORD) ALONG THE QUARTER SECTION LINE AND NORTH 00°13'11" EAST 566.23 FEET (NORTH 562.32 FEET OF RECORD) FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE WESTERLY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, AND RUNNING THENCE NORTH 89°46'49" WEST 82.55 FEET (WEST OF RECORD) TO THE EAST LINE OF AN EXISTING ROAD; THENCE SOUTH 00°13'11" WEST 33.00 FEET (SOUTH OF RECORD) ALONG THE SAID EAST LINE; THENCE SOUTH 89°46'49" EAST 105.69 FEET (EAST OF RECORD) TO THE WESTERLY LINE OF SAID RAILROAD RIGHT-OF-WAY; THENCE NORTH 34°42'24" WEST 40.25 FEET (NORTH 34°40' WEST 40.123 FEET OF RECORD) TO THE POINT OF BEGINNING.

PARCEL NO. 4 (VH-UTa3, VH-UTa5, VH-UTa6 and VH-UTa7):

A PARCEL OF LAND LOCATED IN THE WEST HALF OF SECTION 14 IN TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE 1525 WEST STREET AND THE SOUTH LINE OF THE ABANDONED OREGON SHORT LINE RAILROAD RIGHT-OF-WAY SAID POINT IS SOUTH 89°49'51" WEST 112.21 FEET COINCIDENT WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14 AND NORTH 00°41'10" EAST 512.82 FEET COINCIDENT WITH SAID WEST RIGHT-OF-WAY LINE FROM THE CENTER QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND THENCE COINCIDENT WITH THE ABANDONED OREGON SHORT LINE RAILROAD RIGHT-OF-WAY SOUTH 70°34'11" EAST 60.82 FEET TO THE POINT OF BEGINNING FOR THE BOUNDARY LINE AGREEMENT FILED IN BOOK 2435 PAGE 640; THENCE NORTH 00°13'11" EAST 28.55 FEET; THENCE NORTH 06°35'33" WEST 120.70 FEET; THENCE NORTH 00°05'55" EAST 520.46 FEET TO A POINT 50.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF THE UNION PACIFIC RAILROAD; THENCE COINCIDENT WITH SAID LINE THE FOLLOWING 3 COURSES: (1) THENCE NORTH 50°36'19" WEST 161.86 FEET (2) SOUTH 39°24'28" WEST 49.99 FEET AND (3) NORTH 50°36'13" WEST 457.57 FEET TO A POINT OF NON-TANGENCY OF A 225.03 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 44°15'25" EAST; THENCE SOUTHWESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°11'55"; THENCE SOUTH 41°33'09" WEST 655.95 FEET TO A POINT OF TANGENCY OF A 1,630.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 1,028.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°08'21";

THENCE COINCIDENT WITH THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD PROPERTY SOUTH 34°42'24" EAST 796.68 FEET TO THE WEST LINE OF THE PROPERTY PREVIOUSLY KNOWN AS THE HESS PROPERTY NOW OWNED BY WOODSIDE HOMES; THENCE COINCIDENT WITH SAID PROPERTY'S WEST AND NORTHERLY LINES THE FOLLOWING 3 COURSES: (1) NORTH 00°13'11" EAST 663.34 FEET, (2) NORTH 89°53'15" EAST 1,268.31 FEET, (3) SOUTH 70°14'11" EAST 63.76 FEET TO SAID WEST RIGHT-OF-WAY LINE OF THE 1525 WEST STREET; THENCE COINCIDENT WITH SAID LINE NORTH 00°41'10" EAST 21.63 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 5 (VH-UTa9):

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°49'51" WEST 897.80 FEET COINCIDENT WITH THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 14 AND NORTH 00°10'09" WEST 1147.79 FEET FROM THE CENTER QUARTER CORNER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, AND THENCE NORTH 29°58'50" WEST 316.29 FEET; THENCE NORTH 41°33'09" EAST 313.04 FEET TO A POINT OF NON-TANGENCY OF A 673.28 FEET RADIUS CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS SOUTH 45°41'48" EAST; THENCE NORTHEASTERLY 71.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'24" TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD; THENCE COINCIDENT WITH SAID LINE SOUTH 50°36'13" EAST 293.56 FEET TO A POINT OF NON-TANGENCY OF A 225.03 FEET RADIUS CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS SOUTH 44°15'25" EAST; THENCE SOUTHWESTERLY 16.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 04°11'55"; THENCE SOUTH 41°33'09" WEST 479.15 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 6 (VH-UTa1):

BEGINNING AT A POINT 1.66 CHAINS WEST OF THE CENTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 7.47 CHAINS, MORE OR LESS, TO THE SOUTHERLY LINE OF THE OLD ABANDONED O.S.L RAILROAD RIGHT OF WAY, THENCE WEST 20.12 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE GRANTORS LAND, THENCE SOUTH 621.88 FEET, MORE OR LESS, TO THE NORTHEASTERLY LINE OF THE D&RGW RAILROAD RIGHT OF WAY, THENCE SOUTH 34°40' EAST 363.0 FEET, MORE OR LESS, TO A POINT 6.59 CHAINS SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14, THENCE EAST 1115.0 FEET, MORE OR LESS, TO THE WEST LINE OF A ROAD; THENCE NORTH 434.94 FEET, MORE OR LESS, ALONG SAID ROAD TO THE POINT OF BEGINNING.

PARCEL NO. 7 (VH-UTa8):

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15 AND THE NORTHWEST QUARTER OF SECTION 14 IN TOWNSHIP 3 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, DAVIS COUNTY, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF THE JAMES T. WORKMAN SURVEY OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID CORNER BEING SOUTH 00°03'58" EAST 757.69 FEET (SOUTH 11.48 CHAINS BY RECORD) COINCIDENT WITH THE SECTION LINE FROM THE NORTHEAST CORNER OF SAID SECTION 15, AND THENCE COINCIDENT WITH THE NORTH AND WEST LINES OF TRACT 3A OF THE SURVEY PERFORMED BY CORNERSTONE AND FILED AT THE DAVIS COUNTY SURVEYOR 'S OFFICE WITH A FILE NUMBER OF 003288-D THE FOLLOWING 7 COURSES: NORTH 89°46'56" WEST 105.41 FEET SOUTH 00°13'11" WEST 111.51 FEET TO THE EAST LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD PROPERTY, SOUTH 34°42'22" EAST 622.12 FEET, NORTH 55°17'36" EAST 20.00 FEET, SOUTH 37°57'24" EAST 63.42 FEET, SOUTH 89°46'49" EAST 13.91 FEET, AND SOUTH 34°42'24" EAST 402.49 FEET; THENCE CONTINUING COINCIDENT WITH THE EAST LINE OF SAID RAILROAD PROPERTY NORTH 89°46'49" WEST 63.41 FEET; THENCE SOUTH 34°42'24" EAST 235.63; FEET TO A POINT OF NON-TANGENCY OF A 1,430.00 FOOT RADIUS CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS NORTH 14°25'17" WEST; THENCE NORTHEASTERLY 849.23 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°01'34"; THENCE NORTH 41°33'09" EAST 694.59 FEET TO A POINT OF NON-TANGENCY OF A 673.28 FOOT RADIUS CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS SOUTH 45°41'48" EAST; THENCE NORTHEASTERLY 71.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°06'24" TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, THENCE COINCIDENT WITH SAID LINE NORTH 50°36'12" WEST 171.61 FEET TO THE SOUTHERLY LINE OF THE RELOCATED SHEPARD LANE RIGHT-OF-WAY AS REFERENCED IN SAID TRACT 3A OF THE CORNERSTONE SURVEY; THENCE COINCIDENT WITH SAID SOUTHERLY LINE THE FOLLOWING 5 COURSES: (1) SOUTH 62°34'40" WEST 133.36 FEET TO A POINT OF NON-TANGENCY OF A 632.96 FOOT RADIUS CURVE TO THE RIGHT OF WHICH THE RADIUS POINT BEARS NORTH 27°25'20" WEST, (2) WESTERLY 563.43 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 51°00'07", (3) NORTH 71°30'01" WEST 113.83 FEET, (4) NORTH 47°12'05" WEST 107.81 (5) NORTH 50°55'20" WEST 61.96 FEET TO THE SOUTH LINE OF THE LEE ANN EVANS TRUST PARCEL AS RECORDED IN BOOK 531 PAGE 776; THENCE COINCIDENT WITH SAID SOUTH LINE NORTH 89°46'54" WEST 814.29 FEET TO THE POINT OF BEGINNING.

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

Permitted Exceptions

The term "**Permitted Exceptions**" means the following:

Any encumbrances recorded against the real property described on Exhibit A in the office of the Davis County Recorder as of the date of this Deed of Trust, including the lien of current real property taxes not yet due.