

RECORDED AT THE REQUEST OF:

Wasatch Pallet, Inc.
433 South 1550 West
Spanish Fork, Utah 84660



ENT 123485:2017 PG 1 of 7
JEFFERY SMITH
UTAH COUNTY RECORDER
2017 Dec 13 1:26 pm FEE 22.00 BY BA
RECORDED FOR HALE WOOD PLLC

AND WHEN RECORDED, MAIL TO:

Michael K. Garrett
HALE WOOD PLLC
4766 Holladay Blvd
Holladay, UT 84117

Parcel Tax No: 24-048-0046

DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS

1. **THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS** is made this 1st day of January, 2018, by **THW PROPERTIES, LLC, a Utah limited liability company**, whose address is 1331 East 1820 South, PO Box 907, Spanish Fork, Utah 84660, (**“Grantor”**), **COTTONWOOD TITLE, LLC**, whose address is 950 West 800 North, Orem, UT 84057 (**“Trustee”**), and **WASATCH PALLET, INC., a Utah corporation**, whose address is 433 South 1550 West, Spanish Fork, Utah 84660 (**“Beneficiary”**).

Grant of Lien. Grantor grants, bargains, sells, conveys and warrants to Trustee, in trust with power of sale, all of the existing and after acquired interests in that certain property located in Utah County, State of Utah, more particularly described in Exhibit A attached hereto, and all improvements, fixtures and personalty thereon and all rights and interests appurtenant thereto (hereinafter collectively referred to as the **“Property”**) together with all rents, profits and proceeds thereof. This Deed of Trust also constitutes a security agreement in all of the property above described and for such purposes Grantor hereby grants to Beneficiary a security interest therein.

Obligations Secured. This Deed of Trust is made for the purpose of securing the performance of each agreement of Grantor herein and in the payment of the indebtedness evidenced by one promissory note of even date herewith in the original principal sum of Eighty Four Thousand One Hundred Thirty Five and 05/100 Dollars (\$84,135.75) and all interest thereon and other amounts evidenced thereby (herein referred to as the **“Note”**); all future advances made to Grantor by Beneficiary, its successors and assigns, under the Note or pursuant to the terms of this Deed of Trust; the debts evidenced by all renewals, extensions, modifications, substitutions and consolidations of the Note; and any other existing or future debts or obligations of Grantor or its successor in interest to the Property to Beneficiary, its successors or assigns which are evidenced by instruments or agreements that specifically state that they are secured hereby.

Grantor's Warranties of Title. Grantor warrants to Beneficiary that it is the sole holder of fee simple absolute title to all of the Property and that said title is and shall be kept marketable and free from any lien or encumbrance except the liens imposed by law for nondelinquent real property taxes and assessments. Notwithstanding the foregoing, the parties acknowledge that the mortgage related to the Assumed Liabilities, as defined in that certain Asset Purchase Agreement between Grantor and Beneficiary, shall have a priority position over the Note and this Agreement.

Maintenance and Improvements. Grantor shall maintain the buildings and other improvements, if any, now or hereafter located on the Property in a first class condition and state of repair. Grantor shall complete or restore promptly and in good workmanlike manner any improvement, if any, which may be damaged or destroyed and pay when due all costs incurred therefor. Grantor shall not commit or suffer any waste to the Property.

Alterations. No building or other improvement on the Property shall be structurally altered, removed or demolished without the Beneficiary's prior written consent, nor shall any fixture or chattel covered by this Deed of Trust and adapted to the proper use and enjoyment of the Property be removed at any time without like consent unless actually replaced by an article of equal suitability, owned by the Grantor, free and clear of any lien or security interest except such as may be approved in writing by the Beneficiary.

Compliance With Laws. Grantor shall comply with all statutes, laws, ordinances and regulations which now or hereafter pertain to the construction, repair, condition, use, and occupancy of the Property, including, without limitation, all environmental, hazardous waste, subdivision, zoning, building code, fire, occupational, health, safety, occupancy, and other similar or dissimilar statutes, and shall not permit any tenant or other occupant to violate the same. Grantor shall comply with all public and private easements, covenants, reservations and restrictions affecting the Property. In the event any statute requires any correction, alteration or retrofitting of any improvements, Grantor shall promptly undertake the required repairs and restoration and complete the same with due diligence at its sole cost and expense.

Hazardous Waste Indemnity. Grantor shall permit no hazardous or dangerous objects, materials or products to be located upon or generated, stored, transported to or from, disposed of or used in any portion of the Property, nor permit any hazardous or dangerous use to be made of the Property. If the same do so exist, or hereafter exist on the Property, Grantor covenants to immediately cause the same to be collected, stored, treated, and removed and the Property restored to the extent required by all then applicable federal, state and local regulations and to immediately pay all of the costs thereof. Grantor agrees to defend, indemnify and hold Beneficiary, its directors, officers, agents, employees, participants and assigns harmless against any and all costs, actual and foreseeable consequential damages, and losses arising from or related to the breach of any warranty or covenant in this Section.

Nonagricultural Property. Grantor covenants and warrants that the Property is not used principally for agricultural purposes.

Beneficiary's Right to Inspect. Beneficiary and its agents and representatives may enter upon the Property at all reasonable times with prior notice, to attend to Beneficiary's interests and to inspect, test, survey and conduct environmental assessments of the Property.

Insurance. To the extent any building or improvement is or shall be constructed on the Property, Grantor shall continuously maintain insurance on said Property with all premiums prepaid and provide Beneficiary the original policies or originally signed certificates therefor. All such existing and future policies shall cover one hundred percent (100%) of the replacement value of the existing or future improvements comprising the Property, if any, with agreed value and inflation protection endorsements approved by Beneficiary in writing and name Beneficiary as a loss payee under a standard endorsement, insured mortgagee or a complete equivalent thereof acceptable to Beneficiary. Grantor shall provide Beneficiary with proof of premiums paid for each policy term so long as this Deed of Trust remains in effect. Grantor shall reimburse Beneficiary on demand for any premiums paid for such insurance by the Beneficiary upon the Grantor's default in so insuring the improvements. In the event of foreclosure or trustee's sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure or trustee's sale.

Assignment of Insurance and Condemnation Proceeds. Should the Property or any part or appurtenance thereof or right or interest therein be taken or damaged by reason of any public or private improvement, condemnation proceeding (including change of grade), fire, earthquake or other casualty, or in any other manner, Beneficiary or Trustee may, at its option, commence, appear in and prosecute, in its own name, any action or proceeding, or make any reasonable compromise or settlement in connection with such taking or damage, and obtain all compensation, awards or other relief therefor. All compensation, awards, damages, rights of action and proceeds, including the policies and the proceeds of any policies of insurance affecting the Property, are hereby assigned to Beneficiary. Beneficiary may apply any insurance proceeds or condemnation awards assigned hereunder to the indebtedness secured hereby or, at its sole option, make the same available to Grantor to complete the necessary repairs and restorations upon such conditions and procedures as Beneficiary may require. If Beneficiary is required by law or elects to permit the use of any insurance proceeds or condemnation awards for the payment of the costs of repair and restoration, it may cause such proceeds and awards to be placed in a noninterest bearing disbursement account with disbursements to be conditioned upon the Grantor's satisfaction of conditions normally imposed by a commercial banking institution when disbursing a construction loan. Such conditions include, without limitation, the absence of any default by Grantor, Grantor's payment of Beneficiary's administrative expenses and attorneys' fees, Grantor's deposit with Beneficiary in advance of all funds in addition to the available proceeds and awards which are needed to pay the estimated repair and restoration expenses, incremental disbursements and holdbacks based upon architects' percentage of completion certificates, and Beneficiary's receipt and approval of the restoration plans and specifications, governmental approvals, construction contracts, builder's risk insurance policies and payment and performance bonds.

Property Taxes and Assessments. Grantor shall pay in full on or before the due date thereof all rents, taxes, assessments, dues and encumbrances, with interest, that may now or

hereafter be levied, assessed or claimed upon the Property that is the subject of this Deed of Trust or any part thereof, and upon request exhibit to Beneficiary official receipts therefor, and shall pay all taxes imposed upon, and reasonable costs, fees and expenses of, this Deed of Trust. Grantor shall reimburse Beneficiary on demand for any taxes and assessments paid by Beneficiary following any failure of Grantor to do so.

Assignment of Leases. Grantor does hereby assign, transfer and set over unto Beneficiary, as further security for the indebtedness and covenants secured hereby, all rentals and deposits which may be received or contracted for under any existing or future leases of the Property encumbered hereby or any portion thereof, all of the Grantor's present and future interests in said existing and future leases. Grantor shall timely perform all of its obligations under said leases.

Impairment of Security. Grantor shall not, without first obtaining the Beneficiary's written consent, assign any of the rents or profits of the Property or change the general nature of the use of the Property or initiate or acquiesce in any zoning reclassification, special assessment district, dedication, vacation, or restriction affecting the Property, or do, or suffer to be done, any act or thing which would impair the security for said debt or the Beneficiary's lien upon the Property or the rents thereof.

Defense of Suits. Grantor shall appear in and defend any suit, action or proceeding that might affect the value, priority or enforceability of this security instrument or the security itself or the rights and powers of Beneficiary or Trustee, including any suits relating to damage to property or death or personal injuries, to the full extent of Grantor's negligence. Should Beneficiary elect also to appear in or defend any such action or proceeding or be made a party to such by reason of this Deed of Trust, or elect to prosecute such action as appears necessary to preserve said value, the Grantor will at all times indemnify from, and, on demand reimburse Beneficiary and Trustee for, any and all loss, damage, expense or cost, including cost of evidence of title and attorneys' fees, arising out of or incurred in connection with any such suit, action or proceeding, and any appeal or petition for review thereof, and the sum of such expenditures shall be secured by this Deed of Trust with interest as provided in the Note secured hereby and shall be due and payable on demand.

Assignments and Transfers. The outstanding balance of the Note and all other sums then due to Beneficiary by Grantor hereunder or under any documents executed in connection with the Note may, at Beneficiary's option, be declared immediately due and payable if any of Grantor's interests in the Property or the improvements thereto, or any part thereof, are sold or transferred, voluntarily or involuntarily, without Beneficiary's written consent.

Rights and Remedies on Default. Upon the occurrence of any default under this Deed of Trust and at any time thereafter, Trustee or Beneficiary may exercise any one or more of the remedies in the Note. Additionally, upon written request of Beneficiary, Trustee shall sell the Property, in accordance with the laws of the State of Utah, at public auction to the highest bidder for cash at such time and at such place as are statutorily prescribed. Any person except Trustee may bid at a Trustee's sale. Subject to applicable law, Trustee shall apply the

proceeds of the sale in the following order: (1) to the expense of sale, including a reasonable Trustee's fee and attorneys' fees; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed in accordance with said Deed of Trust Act. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of Grantor's execution of this Deed of Trust, and such as Grantor may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value. Beneficiary shall have such other rights and remedies as are available under any statute or at law or in equity generally, including but not limited to the right to judicially foreclose this Deed of Trust, to exercise any remedies available under the Uniform Commercial Code, to recover any advances made by Beneficiary on Grantor's behalf, to obtain the appointment of a receiver, and to collect any rents and proceeds herein assigned. Beneficiary shall have the right, but not the obligation, and without notice or consent, to pay or perform any obligation of Grantor herein which is not paid or performed by Grantor when due or required, and any sums so expended and all Beneficiary's costs incurred in connection therewith shall be secured by this Deed of Trust, shall be repayable upon demand, and shall continue to bear interest at the Interest Rate specified in the Note from ten (10) days after such demand is made to and including the date of collection. All rights and remedies of Beneficiary herein specified are cumulative and are in addition to, not in limitation of, any rights and remedies Beneficiary may have at law. No waiver of any default or failure or delay to exercise any right or remedy by Beneficiary shall operate as a waiver of any other default or of the same default in the future or a preclusion of any right or remedy with respect to the same or any other occurrence. Grantor agrees that any notices given in connection with the Note or this Deed of Trust or in connection with the enforcement of any remedy may be sent to the address indicated on the first page hereof.

Attorneys' Fees; Costs. Grantor agrees to reimburse Beneficiary for all costs, expenses, and expert witnesses', appraisers' and attorneys' fees that Beneficiary incurs in connection with the realization or enforcement of any obligation or remedy contained in the Note, this Deed of Trust or other related documents, with or without litigation, including without limitation any costs, expenses, and fees incurred: (a) in any foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale; (b) in connection with the collection or suit for collection of any deficiency following a foreclosure or trustee's sale; (c) on appeal; (d) in any petition for review; (e) in any arbitration or mediation; (f) in any action contesting or seeking to restrain, enjoin, stay, or postpone the exercise of any remedy in which Beneficiary prevails; (g) in any bankruptcy, probate, receivership or other proceeding involving Grantor; and (h) in connection with all negotiations, documentation, and other actions relating to any work-out, compromise, settlement or satisfaction of the debt secured hereby or settlement of any debt secured by this Deed of Trust or which is evidenced by the Note or related documents. All such costs, expenses, and fees shall be due and payable upon demand, shall bear interest from the date incurred through the date of collection at the Interest Rate stated in the Note and, except for any costs or fees incurred in connection with an action for or the collection of a deficiency, shall be secured by this Deed of Trust.

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

Successor Trustee. Trustee may resign by an instrument in writing addressed to Beneficiary, or Trustee may be removed at any time with or without cause by an instrument in writing executed by Beneficiary and duly recorded.

Time of Performance. Time is of the essence hereof in connection with all obligations of the Grantor herein and in the Note.

Multiple Grantors. If Grantor is comprised of more than one person or entity, then the term "Grantor" shall refer to all such persons or entities collectively and to each such person or entity individually, such that all obligations, covenants, warranties, requirements, restrictions, and other provisions of this Deed of Trust shall apply both collectively and individually. If Grantor is comprised of more than one person or entity, then each of such persons or entities shall be jointly and severally liable for the indebtedness secured by this Deed of Trust (except to the extent otherwise provided in the Note or in the Section entitled Nonrecourse Parties herein), for the performance of Grantor's obligations and for any default on the part of any one or more of the persons or entities comprising Grantor.

ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER UTAH LAW.

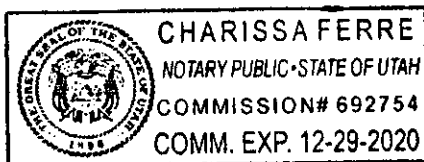
IN WITNESS WHEREOF, Grantor has duly executed this instrument as of the day and year first above written.

GRANTOR: THW PROPERTIES, LLC

By: [Signature]
Thomas P. Worthen, manager

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

On the 28th day of November, ~~2018~~²⁰¹⁷, Thomas P. Worthen, the duly authorized manager of THW PROPERTIES, LLC, a Utah limited liability company, and the signer of the foregoing document, personally appeared before me, a notary public in and for said State, and acknowledged to me that he signed the foregoing document for the purposes stated therein.



Charissa Ferre
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

All of the following parcel of real property located in Utah County, Utah:

A portion of the Northwest Corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base & Meridian, located in Spanish Fork, Utah, more particularly described as follows:

Beginning at a point located N0°20'20"W along the Section Line 331.51 feet and East 1086.08 feet from the West 1/4 Corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence N0°34'10"E 509.15 feet; thence N47°00'00"E 176.76 feet; thence N76°45'00"E 89.10 feet; thence S84°00'00"E 43.55 feet; thence N1°00'00"E 82.53 feet; thence N53°00'00"E 494.58 feet; thence S30°15'00"E 127.40 feet; thence S48°45'00"E 470.58 feet; thence S55°45'00"E 145.20 feet; thence S19°45'00"E 569.29 feet; thence N89°30'00"W 1391.22 feet to the point of beginning.

Tax ID No.: 24-048-0046