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11/12/2015 4:16:00 PM \$56.00  
Book - 10378 Pg - 9111-9134  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 24 P.



Tax Serial Number:  
1501105006

RECORDATION REQUESTED BY:  
ZIONS FIRST NATIONAL BANK  
BROADWAY FINANCIAL CENTER  
310 SOUTH MAIN STREET  
SALT LAKE CITY, UT 84101

WHEN RECORDED MAIL TO:  
Zions First National Bank  
Enterprise Loan Operations – UT RDWG 1972  
PO Box 25007  
Salt Lake City, UT 84125-0007

*15-010015*

FOR RECORDER'S USE ONLY

### HAZARDOUS SUBSTANCES CERTIFICATE AND INDEMNITY AGREEMENT

THIS HAZARDOUS SUBSTANCES AGREEMENT dated November 10, 2015, is made and executed among Dumbles Holdings, LLC, whose address is 32 West 200 South #417, Salt Lake City, UT 84101 (sometimes referred to below as "Grantor" and sometimes as "Indemnitor"); Gabriel Elstein, whose address is 6300 Sagewood Drive #H363, PARK CITY, UT 84098, Angela Elstein, whose address is 6300 Sagewood Drive # H363, Park City, UT 84098, COMPLEX ENTERTAINMENT, LLC, whose address is 32 West 200 South #417, Salt Lake City, UT 84101, Complex Management, LLC, whose address is 32 West 200 South #324, Salt Lake City, UT 84101, Dumbles Enterprises, Inc., whose address is 32 WEST 200 SOUTH #417, Salt Lake City, UT 84101, Summit Asset Management, LLC, whose address is 32 West 200 South # 417, Salt Lake City, UT 84101, The Complex, LLC, whose address is 32 WEST 200 SOUTH #417, Salt Lake City, UT 84101, The Complex Live, LLC, whose address is 32 West 200 South #417, Salt Lake City, UT 84101 and Vertigo, LLC, whose address is 32 West 200 South #417, Salt Lake City, UT 84101 (sometimes referred to below as "Guarantor" and sometimes as "Indemnitor"); and ZIONS FIRST NATIONAL BANK, BROADWAY FINANCIAL CENTER, 310 SOUTH MAIN STREET, SALT LAKE CITY, UT 84101 (referred to below as "Lender"). For good and valuable consideration and to induce Lender to make a loan to Borrower, each party executing this Agreement hereby represents and agrees with Lender as

**HAZARDOUS SUBSTANCES AGREEMENT  
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follows:

**PROPERTY DESCRIPTION.** The word "Property" as used in this Agreement means the following Real Property located in Salt Lake County, State of Utah:

See Exhibit A, which is attached to this Agreement and made a part of this Agreement as if fully set forth herein.

The Real Property or its address is commonly known as 536 West 100 South, Salt Lake City, UT 84101. The Real Property tax identification number is 1501105006.

**REPRESENTATIONS.** The following representations are made to Lender, subject to disclosures made and accepted by Lender in writing or contained in the Property Report:

**Use of Property.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that there has been any use, generation, manufacture, storage, treatment, refinement, transportation, disposal, release, or threatened release of any Hazardous Substances by any person on, under, or about the Property.

**Hazardous Substances.** After due inquiry and investigation, Indemnitor has no knowledge, or reason to believe, that the Property, whenever and whether owned by previous Occupants, has ever contained asbestos, PCBs, lead paints or other Hazardous Substances, whether used in construction or stored on the Property.

**No Notices.** Indemnitor has received no summons, citation, directive, letter or other communication, written or oral, from any agency or department of any county or state or the U.S. Government concerning any intentional or unintentional action or omission on, under, or about the Property which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into any waters, ambient air or onto any lands or where damage may have resulted to the lands, waters, fish, shellfish, wildlife, biota, air or other natural resources.

**AFFIRMATIVE COVENANTS.** Indemnitor covenants with Lender as follows:

**Use of Property.** Indemnitor will not use and does not intend to use the Property to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substances, PCBs, lead paint or asbestos.

**Compliance with Environmental Laws.** Indemnitor shall cause the Property and the operations conducted on it to comply with any and all Environmental Laws and orders of any governmental authorities having jurisdiction under any Environmental Laws and shall obtain, keep in effect and comply with all governmental permits and authorizations required by Environmental Laws with respect to such Property or operations. Indemnitor shall furnish Lender with copies of all such permits and authorizations and any amendments or renewals of them and shall notify Lender of any expiration or revocation of such permits or authorizations.

**Preventive, Investigatory and Remedial Action.** Indemnitor shall exercise extreme care in handling Hazardous Substances if Indemnitor uses or encounters any. Indemnitor, at Indemnitor's expense, shall undertake any and all preventive, investigatory or remedial action (including emergency response, removal, containment and other remedial action) (a) required by any applicable Environmental Laws or orders by any governmental authority

**HAZARDOUS SUBSTANCES AGREEMENT  
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having jurisdiction under Environmental Laws, or (b) necessary to prevent or minimize property damage (including damage to Occupant's own property), personal injury or damage to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Property or operations of any Occupant on the Property. In the event Indemnitor fails to perform any of Indemnitor's obligations under this section of the Agreement, Lender may (but shall not be required to) perform such obligations at Indemnitor's expense. All such costs and expenses incurred by Lender under this section and otherwise under this Agreement shall be reimbursed by Indemnitor to Lender upon demand with interest at the Note default rate, or in the absence of a default rate, at the Note interest rate. Lender and Indemnitor intend that Lender shall have full recourse to Indemnitor for any sum at any time due to Lender under this Agreement. In performing any such obligations of Indemnitor, Lender shall at all times be deemed to be the agent of Indemnitor and shall not by reason of such performance be deemed to be assuming any responsibility of Indemnitor under any Environmental Law or to any third party. Indemnitor hereby irrevocably appoints Lender as Indemnitor's attorney-in-fact with full power to perform such of Indemnitor's obligations under this section of the Agreement as Lender deems necessary and appropriate.

**Notices.** Indemnitor shall immediately notify Lender upon becoming aware of any of the following:

- (1) Any spill, release or disposal of a Hazardous Substance on any of the Property, or in connection with any of its operations if such spill, release or disposal must be reported to any governmental authority under applicable Environmental Laws.
- (2) Any contamination, or imminent threat of contamination, of the Property by Hazardous Substances, or any violation of Environmental Laws in connection with the Property or the operations conducted on the Property.
- (3) Any order, notice of violation, fine or penalty or other similar action by any governmental authority relating to Hazardous Substances or Environmental Laws and the Property or the operations conducted on the Property.
- (4) Any judicial or administrative investigation or proceeding relating to Hazardous Substances or Environmental Laws and to the Property or the operations conducted on the Property.
- (5) Any matters relating to Hazardous Substances or Environmental Laws that would give a reasonably prudent Lender cause to be concerned that the value of Lender's security interest in the Property may be reduced or threatened or that may impair, or threaten to impair, Indemnitor's ability to perform any of its obligations under this Agreement when such performance is due.

**Access to Records.** Indemnitor shall deliver to Lender, at Lender's request, copies of any and all documents in Indemnitor's possession or to which it has access relating to Hazardous Substances or Environmental Laws and the Property and the operations conducted on the Property, including without limitation results of laboratory analyses, site assessments or studies, environmental audit reports and other consultants' studies and reports.

**Inspections.** Lender reserves the right to inspect and investigate the Property and

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operations on it at any time and from time to time, and Indemnitor shall cooperate fully with Lender in such inspection and investigations. If Lender at any time has reason to believe that Indemnitor or any Occupants of the Property are not complying with all applicable Environmental Laws or with the requirements of this Agreement or that a material spill, release or disposal of Hazardous Substances has occurred on or under the Property, Lender may require Indemnitor to furnish Lender at Indemnitor's expense an environmental audit or a site assessment with respect to the matters of concern to Lender. Such audit or assessment shall be performed by a qualified consultant approved by Lender. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to any Indemnitor or to any other person.

**INDEMNITOR'S WAIVER AND INDEMNIFICATION.** Indemnitor hereby agrees to and shall indemnify, defend, and hold harmless Lender and Lender's officers, directors, employees and agents, and Lender's successors and assigns and their officers, directors, employees and agents from and against any and all claims, demands, losses, liabilities, costs, fines, penalties and expenses (including without limitation attorneys' fees at trial and on any appeal or petition for review, consultants' fees, remedial action costs, natural resource damages and diminution in value) incurred by such person (a) arising out of or relating to any investigatory or remedial action involving the Property, the operations conducted on the Property, or any other operations of Indemnitor or any Occupant and required by Environmental Laws or by orders of any governmental authority having jurisdiction under any Environmental Laws, including without limitation any natural resource damages, or (b) arising out of or related to any noncompliance with or violation of Environmental Laws or any applicable permits or approvals, or (c) on account of injury to Lender or any person whatsoever or damage to any property arising out of, in connection with, or in any way relating to (i) the breach of any covenant, representation or warranty contained in this Agreement, (ii) the violation of any Environmental Laws, permits, authorizations or approvals, (iii) the use, treatment, storage, generation, manufacture, transport, release, spill, disposal or other handling of Hazardous Substances on the Property, or (iv) the contamination of any of the Property by, or the presence, release or threatened release of, Hazardous Substances by any means whatsoever (explicitly including without limitation any presently existing contamination of the Property, whether or not previously disclosed to Lender), or (d) pursuant to this Agreement. Indemnitor's obligations under this section shall survive the termination of this Agreement and as set forth below in the **Survival** section. In addition to this indemnity, Indemnitor hereby releases and waives all present and future claims against Lender for indemnity or contribution in the event Indemnitor becomes liable for cleanup or other costs under any Environmental Laws.

**PAYMENT: FULL RECOURSE TO INDEMNITOR.** Indemnitor intends that Lender shall have full recourse to Indemnitor for Indemnitor's obligations under this Agreement as they become due to Lender. Such liabilities, losses, claims, damages and expenses shall be reimbursable to Lender as Lender's obligations to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Indemnitor shall pay such liability, losses, claims, damages and expenses to Lender as so incurred within thirty (30) days after written notice from Lender. Lender's notice shall contain a brief itemization of the amounts incurred to the date of such notice. In addition to any remedy available for failure to pay periodically such amounts, such amounts shall thereafter bear interest at the Note default rate, or in the absence of a default rate, at the Note interest rate.

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**SURVIVAL.** The covenants contained in this Agreement shall survive (A) the repayment of the Indebtedness, (B) any foreclosure, whether judicial or nonjudicial, of the Property, and (C) any delivery of a deed in lieu of foreclosure to Lender or any successor of Lender. The covenants contained in this Agreement shall be for the benefit of Lender and any successor to Lender, as holder of any security interest in the Property or the indebtedness secured thereby, or as owner of the Property following foreclosure or the delivery of a deed in lieu of foreclosure.

**DOCUMENT IMAGING.** Lender shall be entitled, in its sole discretion, to image or make copies of all or any selection of the agreements, instruments, documents, and items and records governing, arising from or relating to any of Borrower's loans, including, without limitation, this document and the Related Documents, and Lender may destroy or archive the paper originals. The parties hereto (i) waive any right to insist or require that Lender produce paper originals, (ii) agree that such images shall be accorded the same force and effect as the paper originals, (iii) agree that Lender is entitled to use such images in lieu of destroyed or archived originals for any purpose, including as admissible evidence in any demand, presentment or other proceedings, and (iv) further agree that any executed facsimile (faxed), scanned, or other imaged copy of this document or any Related Document shall be deemed to be of the same force and effect as the original manually executed document.

**DISPUTE RESOLUTION.** This section contains a jury waiver, arbitration clause, and a class action waiver. **READ IT CAREFULLY.**

This dispute resolution provision shall supersede and replace any prior "Jury Waiver," "Judicial Reference," "Class Action Waiver," "Arbitration," "Dispute Resolution," or similar alternative dispute agreement or provision between or among the parties.

Notwithstanding anything to the contrary herein, the parties acknowledge and agree that the Arbitration, Judicial Reference, Jury Waiver, and Class Action Waiver provisions contained herein are not enforceable at any time that the SBA is the holder of the Promissory Note which evidences the Loan.

**JURY TRIAL WAIVER; CLASS ACTION WAIVER.** As permitted by applicable law, each party waives their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is hereinafter defined), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order"). If permitted by applicable law, each party also waives the right to litigate in court or an arbitration proceeding any Dispute as a class action, either as a member of a class or as a representative, or to act as a private attorney general.

**ARBITRATION.** If a claim, dispute, or controversy arises between us with respect to this Agreement, related agreements, or any other agreement or business relationship between any of us whether or not related to the subject matter of this Agreement (all of the foregoing, a "Dispute"), and only if a jury trial waiver is not permitted by applicable law or ruling by a court, any of us may require that the Dispute be resolved by binding arbitration before a single arbitrator at the request of any party. By agreeing to arbitrate a Dispute, each party gives up any right that party may have to a jury trial, as well as other rights that party would have in court that are not available or are more limited in arbitration, such as the rights to discovery and

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to appeal.

Arbitration shall be commenced by filing a petition with, and in accordance with the applicable arbitration rules of, JAMS or National Arbitration Forum ("Administrator") as selected by the initiating party. If the parties agree, arbitration may be commenced by appointment of a licensed attorney who is selected by the parties and who agrees to conduct the arbitration without an Administrator. Disputes include matters (i) relating to a deposit account, application for or denial of credit, enforcement of any of the obligations we have to each other, compliance with applicable laws and/or regulations, performance or services provided under any agreement by any party, (ii) based on or arising from an alleged tort, or (iii) involving either of our employees, agents, affiliates, or assigns of a party. However, Disputes do not include the validity, enforceability, meaning, or scope of this arbitration provision and such matters may be determined only by a court. If a third party is a party to a Dispute, we each will consent to including the third party in the arbitration proceeding for resolving the Dispute with the third party. Venue for the arbitration proceeding shall be at a location determined by mutual agreement of the parties or, if no agreement, in the city and state where lender or bank is headquartered.

After entry of an Arbitration Order, the non-moving party shall commence arbitration. The moving party shall, at its discretion, also be entitled to commence arbitration but is under no obligation to do so, and the moving party shall not in any way be adversely prejudiced by electing not to commence arbitration. The arbitrator: (i) will hear and rule on appropriate dispositive motions for judgment on the pleadings, for failure to state a claim, or for full or partial summary judgment; (ii) will render a decision and any award applying applicable law; (iii) will give effect to any limitations period in determining any Dispute or defense; (iv) shall enforce the doctrines of compulsory counterclaim, res judicata, and collateral estoppel, if applicable; (v) with regard to motions and the arbitration hearing, shall apply rules of evidence governing civil cases; and (vi) will apply the law of the state specified in the agreement giving rise to the Dispute. Filing of a petition for arbitration shall not prevent any party from (i) seeking and obtaining from a court of competent jurisdiction (notwithstanding ongoing arbitration) provisional or ancillary remedies including but not limited to injunctive relief, property preservation orders, foreclosure, eviction, attachment, replevin, garnishment, and/or the appointment of a receiver, (ii) pursuing non-judicial foreclosure, or (iii) availing itself of any self-help remedies such as setoff and repossession. The exercise of such rights shall not constitute a waiver of the right to submit any Dispute to arbitration.

Judgment upon an arbitration award may be entered in any court having jurisdiction except that, if the arbitration award exceeds \$4,000,000, any party shall be entitled to a de novo appeal of the award before a panel of three arbitrators. To allow for such appeal, if the award (including Administrator, arbitrator, and attorney's fees and costs) exceeds \$4,000,000, the arbitrator will issue a written, reasoned decision supporting the award, including a statement of authority and its application to the Dispute. A request for de novo appeal must be filed with the arbitrator within 30 days following the date of the arbitration award; if such a request is not made within that time period, the arbitration decision shall become final and binding. On appeal, the arbitrators shall review the award de novo, meaning that they shall reach their own findings of fact and conclusions of law rather than deferring in any manner to the original arbitrator. Appeal of an arbitration award shall be pursuant to the rules of the Administrator or, if the Administrator has no such rules, then the JAMS arbitration appellate rules shall apply.

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Arbitration under this provision concerns a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1 et seq. This arbitration provision shall survive any termination, amendment, or expiration of this Agreement. If the terms of this provision vary from the Administrator's rules, this arbitration provision shall control.

**RELIANCE.** Each party (i) certifies that no one has represented to such party that the other party would not seek to enforce jury and class action waivers in the event of suit, and (ii) acknowledges that it and the other party have been induced to enter into this Agreement by, among other things, the mutual waivers, agreements, and certifications in this section.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

**Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Indemnitor also will pay any court costs, in addition to all other sums provided by law.

**Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

**Applicable Law.** The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: (a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. (b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan. Any clause in this document requiring arbitration is not enforceable when SBA is

**HAZARDOUS SUBSTANCES AGREEMENT  
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the holder of the Note secured by this instrument.

**Joint and Several Liability.** All obligations of Indemnitor under this Agreement shall be joint and several, and all references to Indemnitor shall mean each and every Indemnitor. This means that each Indemnitor signing below is responsible for all obligations in this Agreement.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Indemnitor, shall constitute a waiver of any of Lender's rights or of any of Indemnitor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender. Indemnitor hereby waives notice of acceptance of this Agreement by Lender.

**Notices.** Unless otherwise provided by applicable law, any notice required to be given under this Agreement or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Agreement, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Indemnitor agrees to keep Lender informed at all times of Indemnitor's current address. Unless otherwise provided by applicable law, if there is more than one Indemnitor, any notice given by Lender to any Indemnitor is deemed to be notice given to all Indemnitors.

**Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

**Successors and Assigns.** Subject to any limitations stated in this Agreement on transfer of Indemnitor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Indemnitor, Lender, without notice to Indemnitor, may deal with Indemnitor's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Indemnitor from the obligations of this



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Agreement or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Agreement.** The word "Agreement" means this Hazardous Substances Agreement, as this Hazardous Substances Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Hazardous Substances Agreement from time to time.

**Borrower.** The word "Borrower" means Dumbles Holdings, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Indebtedness.** The word "Indebtedness" means and includes without limitation all Loans, together with all other obligations, debts and liabilities of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them; whether now or hereafter existing, voluntary or involuntary, due or not due, absolute or contingent, liquidated or unliquidated; whether Borrower may be liable individually or jointly with others; whether Borrower may be obligated as a guarantor, surety, or otherwise; whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations; and whether such indebtedness may be or hereafter may become otherwise unenforceable.

**Lender.** The word "Lender" means ZIONS FIRST NATIONAL BANK, its successors and assigns.

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**Note.** The word "Note" means the Note dated November 10, 2015 and executed by Dumbles Holdings, LLC in the principal amount of \$3,900,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

**Occupant.** The word "Occupant" means individually and collectively all persons or entities occupying or utilizing the Property, whether as owner, tenant, operator or other occupant.

**Property.** The word "Property" means all of Indemnitor's right, title and interest in and to all the Property as described in the "Property Description" section of this Agreement.

**Property Report.** The words "Property Report" mean the property inspection report dated 10-26-2015 on the Property prepared by DAVID W. CHRISTIANSEN of APPLIED GEOSCIENCE & ENVIRONMENTAL.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Agreement.


**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND EACH AGREES TO ITS TERMS. NO FORMAL ACCEPTANCE BY LENDER IS NECESSARY TO MAKE THIS AGREEMENT EFFECTIVE. THIS AGREEMENT IS DATED NOVEMBER 10, 2015.**

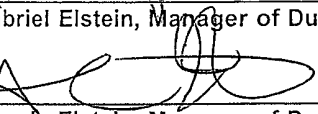
GRANTOR:

DUMBLES HOLDINGS, LLC

By:

  
Gabriel Elstein, Manager of Dumbles Holdings, LLC

By:

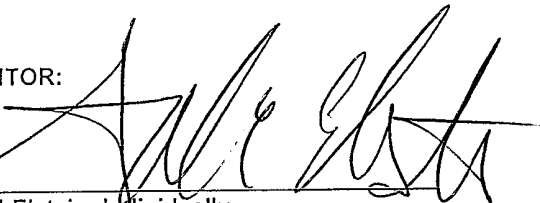
  
Angela Elstein, Manager of Dumbles Holdings, LLC

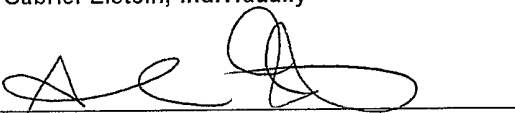
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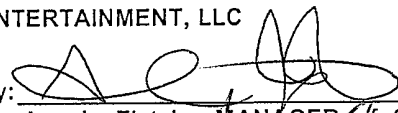
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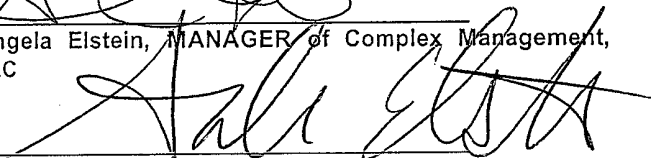
X   
Gabriel Elstein, Individually

X   
Angela Elstein, Individually


COMPLEX ENTERTAINMENT, LLC

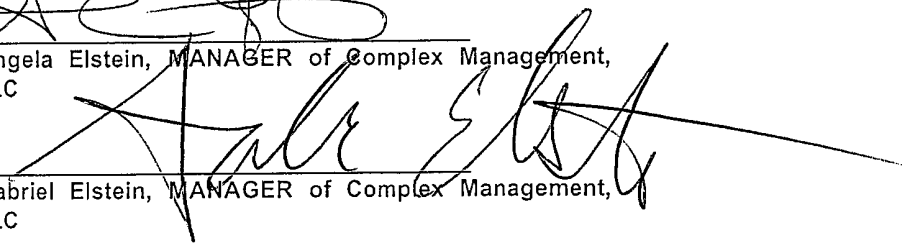
COMPLEX MANAGEMENT, LLC, MANAGER of COMPLEX ENTERTAINMENT, LLC

By:   
Angela Elstein, MANAGER of Complex Management, LLC

By:   
Gabriel Elstein, MANAGER of Complex Management, LLC

COMPLEX MANAGEMENT, LLC

By:   
Angela Elstein, MANAGER of Complex Management, LLC

By:   
Gabriel Elstein, MANAGER of Complex Management, LLC

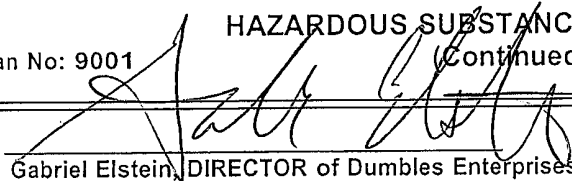
DUMBLES ENTERPRISES, INC.

HAZARDOUS SUBSTANCES AGREEMENT

Loan No: 9001

(Continued)

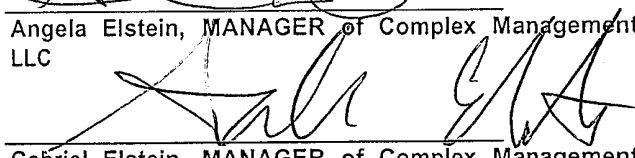
Page 12

By:   
Gabriel Elstein, DIRECTOR of Dumbles Enterprises, Inc.

SUMMIT ASSET MANAGEMENT, LLC

COMPLEX MANAGEMENT, LLC, MANAGER of Summit Asset Management, LLC

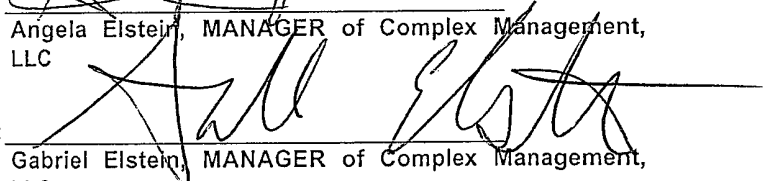
By:   
Angela Elstein, MANAGER of Complex Management, LLC

By:   
Gabriel Elstein, MANAGER of Complex Management, LLC

THE COMPLEX, LLC

COMPLEX MANAGEMENT, LLC, MANAGER of The Complex, LLC

By:   
Angela Elstein, MANAGER of Complex Management, LLC

By:   
Gabriel Elstein, MANAGER of Complex Management, LLC

THE COMPLEX LIVE, LLC

COMPLEX MANAGEMENT, LLC, MANAGER of The Complex Live, LLC

HAZARDOUS SUBSTANCES AGREEMENT


(Continued)

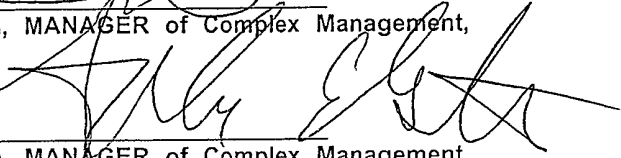
Loan No: 9001

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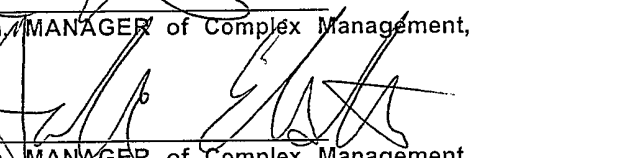
By:   
Angela Elstein, MANAGER of Complex Management,  
LLC

By:   
Gabriel Elstein, MANAGER of Complex Management,  
LLC

VERTIGO, LLC

COMPLEX MANAGEMENT, LLC, Manager of Vertigo, LLC

By:   
Angela Elstein, MANAGER of Complex Management,  
LLC

By:   
Gabriel Elstein, MANAGER of Complex Management,  
LLC

COMPLEX ENTERTAINMENT, LLC, Member of Vertigo, LLC

COMPLEX MANAGEMENT, LLC, MANAGER of COMPLEX  
ENTERTAINMENT, LLC

By:   
Angela Elstein, MANAGER of Complex Management,  
LLC

By:   
Gabriel Elstein, MANAGER of Complex Management,  
LLC

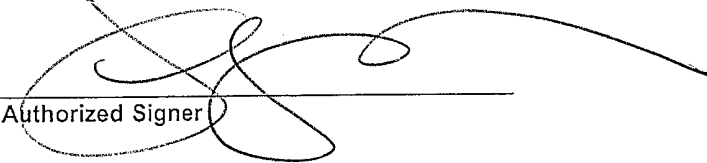
HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

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LENDER:

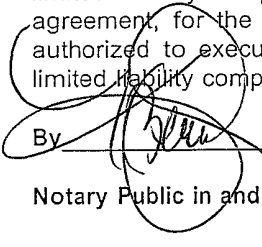
ZIONS FIRST NATIONAL BANK

X   
Authorized Signer

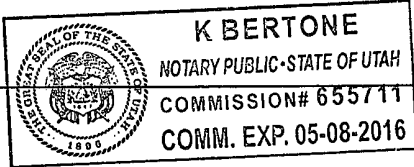
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 2015, before me, the undersigned Notary Public, personally appeared Gabriel Elstein, Manager of Dumbles Holdings, LLC and Angela Elstein, Manager of Dumbles Holdings, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By   
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

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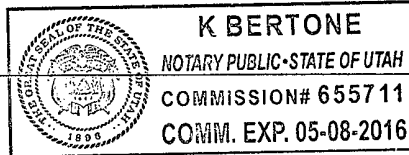
INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this day before me, the undersigned Notary Public, personally appeared **Gabriel Elstein and Angela Elstein**, to me known to be the individuals described in and who executed the Hazardous Substances Agreement, and acknowledged that they signed the Agreement as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of November, 2015.

By [Signature] Residing at Salt Lake City, Utah  
Notary Public in and for the State of Utah My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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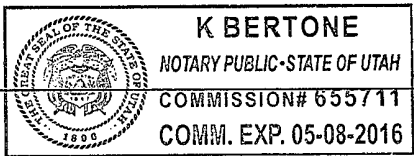
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC, MANAGER of COMPLEX ENTERTAINMENT, LLC and Gabriel Elstein, MANAGER of Complex Management, LLC, MANAGER of COMPLEX ENTERTAINMENT, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah.

Residing at Salt Lake City, Utah  
My commission expires 5/8/16





HAZARDOUS SUBSTANCES AGREEMENT

Loan No: 9001

(Continued)

Page 17

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )

) SS

COUNTY OF Salt Lake )

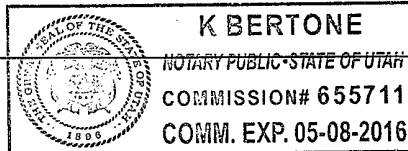
On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC and Gabriel Elstein, MANAGER of Complex Management, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]

Residing at Salt Lake City, Utah

Notary Public in and for the State of Utah

My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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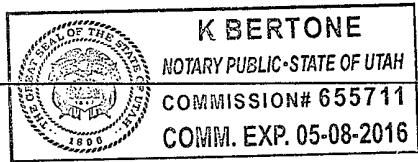
CORPORATE ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Gabriel Elstein, DIRECTOR of Dumbles Enterprises, Inc., and known to me to be an authorized agent of the corporation that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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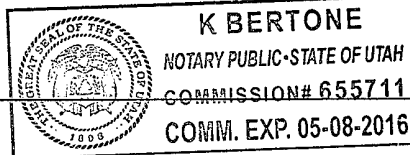
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC, MANAGER of Summit Asset Management, LLC and Gabriel Elstein, MANAGER of Complex Management, LLC, MANAGER of Summit Asset Management, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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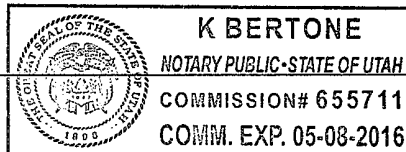
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC, MANAGER of The Complex, LLC and Gabriel Elstein, MANAGER of Complex Management, LLC, MANAGER of The Complex, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah.

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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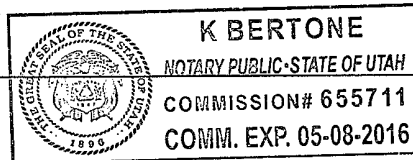
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10<sup>th</sup> day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC, MANAGER of The Complex Live, LLC and Gabriel Elstein, MANAGER of Complex Management, LLC, MANAGER of The Complex Live, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

Loan No: 9001

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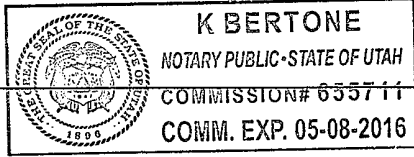
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Utah )  
 ) SS  
COUNTY OF Salt Lake )

On this 10th day of November, 20 15, before me, the undersigned Notary Public, personally appeared Angela Elstein, MANAGER of Complex Management, LLC, Manager of Vertigo, LLC; Gabriel Elstein, MANAGER of Complex Management, LLC, Manager of Vertigo, LLC; Angela Elstein, MANAGER of Complex Management, LLC, MANAGER of COMPLEX ENTERTAINMENT, LLC, Member of Vertigo, LLC; and Gabriel Elstein, MANAGER of Complex Management, LLC, MANAGER of COMPLEX ENTERTAINMENT, LLC, Member of Vertigo, LLC, and known to me to be members or designated agents of the limited liability company that executed the Hazardous Substances Agreement and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16



HAZARDOUS SUBSTANCES AGREEMENT  
(Continued)

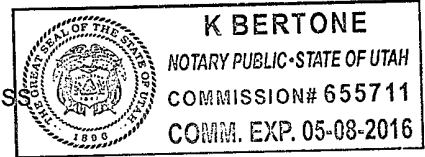
Loan No: 9001

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LENDER ACKNOWLEDGMENT

STATE OF Utah

COUNTY OF Salt Lake



On this 10<sup>th</sup> day of November 2015, before me, the undersigned Notary Public, personally appeared Jillianne Bowen Seagle known to me to be the Vice President, authorized agent for ZIONS FIRST NATIONAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of ZIONS FIRST NATIONAL BANK, duly authorized by ZIONS FIRST NATIONAL BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of ZIONS FIRST NATIONAL BANK.

By [Signature]  
Notary Public in and for the State of Utah

Residing at Salt Lake City, Utah  
My commission expires 5/8/16

**Exhibit "A"**  
**(Legal Description)**

Beginning on the South line of Lot 2, Block 81, Plat "A", Salt Lake City Survey at a point North 89°55'55" East 116.50 feet from the Southwest corner of said Lot 2, running thence North 89°55'55" East 350.00 feet; thence North 0°04'13" East 198.00 feet; thence South 89°55'55" West 7.05 feet; thence North 26°38'21" West 27.65 feet to a point in the arc of a curve that is concentric with the distant Southwesterly 15.00 feet measured radially from the center line of the Western Pacific Railroad Company's spur track; a tangent from said curve bears North 32°35'24" West; thence Northwesterly along the arc of said curve to the left, having a radius of 272.939 feet through a central angle of 32°56'22" an arc distance of 156.91 feet to the East line of Lot 3 of said Block 81; thence North 0°04'13" East 5.72 feet to the Northeast corner of said Lot 3; thence South 89°55'55" West 97.00 feet; thence South 0°04'13" West 165.00 feet to the South line of said Lot 3; thence South 89°55'55" West 68.00 feet; thence South 0°04'13" West 5.00 feet; thence South 89°55'55" West 165.00 feet to the West line of said Block 81; thence South 0°04'13" West 15.00 feet; thence North 89°55'55" East 116.50 feet; thence South 0°04'13" West 145.00 feet to the point of beginning.