

Loan No. 254-9407502-01-001

APN: 23:030:0101

**WHEN RECORDED, RETURN TO:**

Zions First National Bank  
Real Estate Banking Group  
One South Main Street, Suite 470  
Salt Lake City, Utah 84133  
Attn: Real Estate Banking Group Manager

## **SUPPLEMENTAL TRUST DEED**

(Borrowing Base Property)  
(Springville, Utah)

This Supplemental Trust Deed (the "Supplemental Trust Deed") is made and entered into this 11 day of December, 2015 (the "Effective Date"), by and between Wadsworth Springville, LLC, a Utah limited liability company, and Wadsworth/Moore Springville, LLC, a Utah limited liability company, as their interests may appear (individually and collectively "Trustor"), and Zions First National Bank, a national banking association, whose address is One South Main Street, Suite 470, Salt Lake City, Utah 84133 ("Lender").

### RECITALS

A. Lender and Wadsworth & Sons IV, LLC, a Utah limited liability company ("Borrower"), entered into a Loan Agreement dated April 23, 2014, as amended pursuant to that certain Loan Modification Agreement dated December 10, 2014 (collectively the "Original Loan Agreement"), whereby Lender agreed to make a loan to Borrower in the original principal amount of Fifteen Million Dollars (\$15,000,000.00) (the "Loan"), which Loan is further evidenced by, among other things, (i) a Promissory Note (Parcel Acquisition) dated April 23, 2014, executed by Borrower for the benefit of Lender, and which is in the original principal amount of Five Million Dollars (\$5,000,000.00), and (ii) a Promissory Note (Construction) dated April 23, 2014, executed by Borrower for the benefit of Lender, and which is in the original principal amount of Ten Million Dollars (\$10,000,000.00) (collectively the "Original Note").

B. Borrower's obligations under the Original Note are secured by the collateral described in the Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated April 23, 2014, executed by Trustor, as "Trustor," to Lender, as "Trustee", for the benefit of Lender, as "Beneficiary", and which was recorded in the office of the County Recorder of Utah County, State of Utah, on April 25, 2014, as Entry No. 27350:2014 (the "Trust Deed"). The Trust Deed encumbers real property located in Utah County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

C. In accordance with an Amended and Restated Loan Agreement dated the Effective Date, entered into between Borrower and Lender, which replaces the Original Loan Agreement

4829-2962-0266.3

**ACCOMMODATION RECORDING ONLY.  
FIRST AMERICAN TITLE MAKES NO  
REPRESENTATION AS TO CONDITION  
OF TITLE, NOR DOES IT ASSUME ANY  
RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT.**

(the "Amended and Restated Loan Agreement"), Borrower is executing (i) a Renewal and Substitute Promissory Note (Parcel Acquisition) dated the Effective Date, in the principal amount of Eight Million Dollars (\$8,000,000.00), and (ii) a Renewal and Substitute Promissory Note (Construction) dated the Effective Date, in the principal amount of Twenty-Two Million Dollars (\$22,000,000.00) (collectively the "Renewal Note"), which Renewal Note replaces the Original Note.

The Amended and Restated Loan Agreement, Renewal Note, Trust Deed, and all other documents defined as Loan Documents in the Amended and Restated Loan Agreement, are hereinafter collectively referred to as the "Loan Documents".

D. Trustor and Lender now desire to amend and supplement the Trust Deed to modify the obligations secured thereby consistent with the Amended and Restated Loan Agreement and the Renewal Note.

### AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Trustor and Lender agree as follows:

1. **Reaffirmation of the Trust Deed.** Trustor and Lender agree and acknowledge that it was their intention at the time of the execution of the Trust Deed, that the Trust Deed encumber the Property as a first lien, and it continues to be their intention that the Trust Deed, as amended and supplemented by this Supplemental Trust Deed, continues, without interruption, to encumber the Property as a first lien.

2. **Amendment and Supplementation of Trust Deed.** The Trust Deed is hereby amended as follows:

a. The Trust Deed is hereby amended to include in the indebtedness secured by the Trust Deed, the Renewal Note (which replaces the Original Note). Specifically, the second paragraph on Page 1 of the Trust Deed is hereby amended to read in its entirety as follows:

Beneficiary has made a loan to Wadsworth & Sons IV, LLC, a Utah limited liability company ("Borrower"), in the amount of Thirty Million Dollars (\$30,000,000.00) (the "Loan"). The Loan is evidenced by (i) a Renewal and Substitute Promissory Note (Parcel Acquisition) dated December 11, 2015, and executed by Borrower in the original principal amount of Eight Million Dollars (\$8,000,000.00), and (ii) a Renewal and Substitute Promissory Note (Construction) dated December 11, 2015, and executed by Borrower in the original principal amount of Twenty-Two Million Dollars (\$22,000,000.00) (collectively the "Note"). The Loan will be advanced under an Amended and Restated Loan Agreement between Borrower and Beneficiary dated December 11, 2015 (the "Loan Agreement").

b. Section 8.10 of the Trust Deed is hereby deleted in its entirety and replaced as follows:

**8.10 Due On Sale or Change of Control.** Beneficiary has approved the Loan in material reliance upon the ownership and control of Trustor and the Trust Estate being the same as exists as of the Closing Date. It is acknowledged that any change in such ownership or control of (a) Trustor and/or (b) the Trust Estate (whether direct or indirect and regardless of the percentage interest conveyed) materially affects the financial risks anticipated by Beneficiary in extending the Loan. Accordingly, other than as set forth herein or with the prior written consent of Beneficiary, it is and shall be a default under this Trust Deed, the Note and all of the Loan Documents for there to be any sale, transfer, or conveyance (collectively a “**conveyance**”) of any ownership interest or beneficial interest (regardless of the percentage interest conveyed or whether such interest is held as a partner, member, shareholder, beneficiary or otherwise) in: (i) Trustor or in the Trust Estate, or (ii) the operation, management, income, or profits of or fee title to the Trust Estate (whether held directly or indirectly), or (iii) any entity holding an ownership or beneficial or controlling interest in Trustor or in the Trust Estate or (iv) any entity which through one or more intermediaries holds any ownership interest or beneficial interest, or controlling interest (direct or indirect) in Trustor or the Trust Estate. “**Control**” hereunder means the ability of any person or entity to (1) direct the business operations or voting procedures for any entity, (2) cause the election, selection, or the appointment of entity officers or managers, (3) cause the appointment of the management managing any entity, or (4) cast a majority of the votes in any election or decision making process for any entity, or (5) do any of the foregoing for any intermediary entity holding any ownership or beneficial or majority interest (whether direct or indirect) in Trustor or in the Trust Estate.

**If this Section 8.10 is breached, at the option of Beneficiary and without demand or notice, the full Principal Indebtedness of the Note and the other Obligations shall immediately become due and payable to Beneficiary.** If Beneficiary elects to accelerate payment of the Principal Indebtedness because of a default under this Section 8.10, and if the Note or any other Loan Document contains a yield maintenance provision or a prepayment fee or prepayment premium, such acceleration shall be deemed to be a “prepayment” of the Principal Indebtedness under the Loan, whether or not the accelerated Loan balance is actually paid at the time of the subject conveyance. At the time the Principal Indebtedness is accelerated by Beneficiary, any prepayment fee or prepayment premium or yield maintenance fee set forth in the Note or other Loan Document shall be immediately due and payable to Beneficiary together with the balance of the unpaid Principal Indebtedness and all unpaid-accrued interest on the Loan.

The foregoing limitations in this Section 8.10 regarding conveyances and control (collectively a “transfer”) shall not apply to the following situations: (a) a transfer to which Beneficiary has given its prior written consent, (b) a transfer of

Personalty due to obsolescence or ordinary wear and tear or fire or casualty and which is promptly replaced by Trustor with Personalty of equal or greater value, (c) any transfer by Trustor leasing any portion of the Trust Estate to a tenant which is expressly permitted pursuant to (i) the Loan Agreement, and/or (ii) the Assignment of Leases, provided, however, Beneficiary holds a security interest in the lease and a subordination and non-disturbance agreement is granted in favor of Beneficiary on a Beneficiary approved form (unless the same is waived or not required pursuant to the Loan Agreement or the Assignment of Leases), (d) where the transfer under applicable state or federal law governing Beneficiary and the Loan (pursuant to either statutory authority or judicial opinion) expressly prohibits the use, exercise or enforcement of said due-on-sale or change-of-control clause in the form set forth in this Section 8.10, or (e) a transfer of member interests in Trustor owned by Ty L. Wadsworth as of the Closing Date, whether directly or indirectly, to the direct or indirect ownership of any Guarantor or entities in which the majority ownership and voting interests are owned by such Guarantor.

In the event of any conflict among the Loan Agreement or this Trust Deed and any security agreement governing the Collateral for the Loan, the following conflict resolution provision shall apply: (i) if the Collateral is Personalty and does not constitute fixtures and is not part of the Trust Estate, such security agreement governing the Personalty shall control, unless Trustor and Beneficiary agree otherwise; or (ii) if the Collateral constitutes fixtures and is part of the Trust Estate, this Trust Deed shall control, unless Trustor and Beneficiary agree otherwise. In any event, the Loan Agreement shall control over any conflict between this Trust Deed or the security agreement governing the Collateral.

**3. Security.** Trustor and Lender agree and acknowledge that the Original Note, as amended and restated by the Renewal Note, and all other indebtedness and obligations described in the Trust Deed, are secured by the Trust Deed, as amended and supplemented by this Supplemental Trust Deed.

**4. Survival of Obligations; Continuation of Terms of Loan Documents.** Lender and Trustor agree that the Trust Deed, together with all of Trustor's obligations thereunder, shall, except to the extent expressly modified by this Supplemental Trust Deed, remain in full force and effect and survive the execution of this Supplemental Trust Deed. Except as expressly modified by this Supplemental Trust Deed, all terms and conditions of the Loan Documents shall continue in full force and effect.

**5. Representations, Warranties, Covenants and Agreements.** Trustor represents, warrants, and agrees that the representations, warranties, covenants and agreements of Trustor contained in the Loan Documents (a) are true and accurate as of the date of this Supplemental Trust Deed, (b) are hereby remade and reaffirmed by Trustor, and (c) are in full force and effect as of the date of this Supplemental Trust Deed, enforceable in accordance with their terms. Trustor further represents and warrants that Trustor is not in default under any of the terms and conditions

of the Loan Documents, and no conditions exist which, with the passage of time, the giving of notice, or both, would constitute a default under the Loan Documents.

6. **Counterparts.** This Supplemental Trust Deed may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Supplemental Trust Deed signed by the party to be charged with the contents thereof shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Supplemental Trust Deed, and fax signatures thereon, shall have the same force, effect and legal status as an original.

7. **Electronic Signatures.** The parties to this Supplemental Trust Deed expressly agree that they may, but are not obligated to, conduct this transaction electronically, including by scan, email, fax, or other electronic means, pursuant to the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq. and the applicable Uniform Electronic Transactions Act, as amended or substituted. The person signing this Supplemental Trust Deed by electronic means represents and warrants that he or she is the person represented through the electronic medium, and that he or she has full power and authority to electronically sign this Supplemental Trust Deed.

8. **Defined Terms.** Unless otherwise defined in this Supplemental Trust Deed, capitalized terms used herein have the meanings given them in the Amended and Restated Loan Agreement.

9. **Governing Law.** This Supplemental Trust Deed and all matters relating to this Supplemental Trust Deed shall be governed exclusively by and construed in accordance with the applicable laws of the State of Utah.

10. **Integrated Agreement and Subsequent Amendment.** This Supplemental Trust Deed, the Loan Documents, the Renewal Note, and the other agreements, documents, obligations, and transactions contemplated by the Amended and Restated Loan Agreement and this Supplemental Trust Deed constitute the entire agreement between Lender and Trustor with respect to the subject matter of the agreements, and may not be altered or amended except by written agreement signed by Lender and Trustor. PURSUANT TO UTAH CODE SECTION 25-5-4, TRUSTOR IS NOTIFIED THAT THESE AGREEMENTS ARE A FINAL EXPRESSION OF THE AGREEMENTS BETWEEN LENDER AND TRUSTOR AND THESE AGREEMENTS MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY ALLEGED ORAL AGREEMENT.

11. **Accommodation Trustor.** Trustor is an affiliated entity with Borrower, and is under common ownership and control with Borrower. Trustor's business and operations are inter-related with those of Borrower. Trustor acknowledges and agrees that Trustor, and any and all members of Trustor, will receive direct and indirect benefits from the making and continuance of the Loan to Borrower and Trustor further recognizes intrinsic benefits to Trustor's business operations from the making and continuance of the Loan to Borrower. Given those relationships

and the benefits Trustor receives from the Loan, Trustor acknowledges good and sufficient consideration for execution and delivery of this Supplemental Trust Deed. Trustor acknowledges and agrees that as of the date of this Supplemental Trust Deed, Trustor is solvent and the execution of this Supplemental Trust Deed by Trustor will not render Trustor insolvent, and Trustor has received reasonable equivalent value for the execution and delivery of this Supplemental Trust Deed. Without limiting the foregoing, Trustor acknowledges that: (1) Lender would have not modified the Loan or advanced additional Loan proceeds to Borrower if Trustor had not executed and delivered this Supplemental Trust Deed; (2) Lender accepted this Supplemental Trust Deed as partial security for the Loan at the request of both Borrower and Trustor; (3) Lender shall have no obligation to investigate the credit standing or creditworthiness of Borrower, or during the Loan report to Trustor regarding the credit standing or credit worthiness of Borrower; and (4) Trustor has fully investigated the financial standing of Borrower and the adequacy of said collateral and will continue to keep itself fully apprised of the financial standing of Borrower and the adequacy of said collateral through the term of the Loan.

Trustor waives any right to require Lender to: (a) proceed against Borrower; (b) proceed against or exhaust any security pledged to or held by Lender from Borrower; or (c) pursue any other remedy in Lender's power whatsoever. Trustor waives any defense arising by reason of any disability or other defense of Borrower or by reason of the cessation from any cause whatsoever of the liability of Borrower, until the Loan has been paid in full, except for the performance of the Loan under this Supplemental Trust Deed or upon the release of this instrument in accordance with the terms hereof. Trustor waives all rights it may now have or later acquires under any statute in derogation of the foregoing waivers.

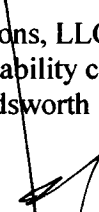
***[SIGNATURE PAGE(S) AND EXHIBIT(S),  
IF ANY, FOLLOW THIS PAGE]***

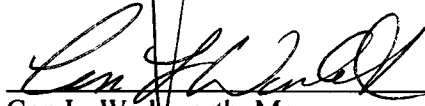
DATED: December 7, 2015.

TRUSTOR

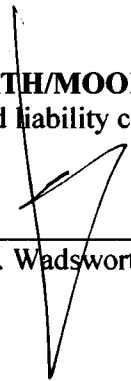
**WADSWORTH SPRINGVILLE, LLC,**  
a Utah limited liability company

By: Wadsworth & Sons, LLC,  
a Utah limited liability company,  
Manager of Wadsworth Springville, LLC

By:   
\_\_\_\_\_  
Kip L. Wadsworth, Executive Manager

By:   
\_\_\_\_\_  
Con L. Wadsworth, Manager

**WADSWORTH/MOORE SPRINGVILLE, LLC,**  
a Utah limited liability company

By:   
\_\_\_\_\_  
Kip L. Wadsworth, Manager

LENDER

**ZIONS FIRST NATIONAL BANK,**  
a national banking association

By:   
\_\_\_\_\_  
Timothy P. Radcua  
Vice President



STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of December, 2015, by Kip L. Wadsworth, Executive Manager of Wadsworth & Sons, LLC, a Utah limited liability company, Manager of Wadsworth Springville, LLC, a Utah limited liability company.



*Kristie Freeland*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of December, 2015, by Con L. Wadsworth, Manager of Wadsworth & Sons, LLC, a Utah limited liability company, Manager of Wadsworth Springville, LLC, a Utah limited liability company.



*Kristie Freeland*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of December, 2015, by Kip L. Wadsworth, Manager of Wadsworth/Moore Springville, LLC, a Utah limited liability company.

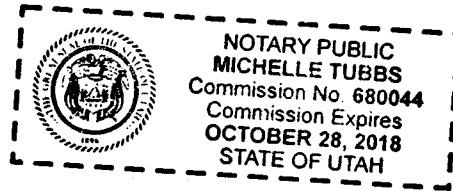


*Kristie Freeland*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: Salt Lake County

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 11 day of December, 2015, by Timothy P. Raccuia, Vice President of Zions First National Bank, a national banking association.

*Michelle Tubbs*  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: *Salt Lake City*  
\_\_\_\_\_



**EXHIBIT A****REAL PROPERTY DESCRIPTION**

The real property located in Utah County, State of Utah, and more particularly described as follows:

**REAL PROPERTY LOCATED IN THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, SPRINGVILLE, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

BEGINNING AT A FOUND REBAR AND CAP BEING NORTH 00°12'17" EAST 271.00 FEET FROM A FENCE CORNER ON THE NORTH LINE OF 400 SOUTH STREET AT THE EAST LINE OF 1800 WEST STREET, SPRINGVILLE, UTAH, SAID FENCE CORNER BEING NORTH 89°38'30" EAST 949.81 FEET ALONG THE SECTION LINE AND NORTH 884.77 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN THAT CERTAIN WARRANTY DEED AS RECORDED IN ENTRY NO. 46589 IN BOOK 5057 AT PAGE 57 OF OFFICIAL RECORDS; AND RUNNING THENCE NORTH 0°12'17" EAST 336.43 FEET ALONG SAID EAST LINE OF 1750 WEST STREET TO A FOUND REBAR & CAP AT AN EXISTING WIRE FENCE LINE, THENCE ALONG SAID WIRE FENCE LINE THE FOLLOWING EIGHT (8) COURSES: 1) SOUTH 89°42'11" EAST 296.11 FEET; 2) SOUTH 89°38'51" EAST 115.37 FEET; 3) NORTH 89°14'06" EAST 198.81 FEET; 4) SOUTH 89°24'36" EAST 331.17 FEET TO A FOUND REBAR & CAP; 5) SOUTH 1°16'38" WEST 225.69 FEET; 6) SOUTH 0°55'08" WEST 250.17 FEET; 7) THENCE SOUTH 0°55'44" EAST 134.53 FEET TO A FOUND REBAR & CAP AT THE NORTH RIGHT OF WAY LINE OF 400 SOUTH STREET; 8) THENCE NORTH 89°38'30" WEST 680.75 FEET ALONG THE SAID NORTH LINE OF 400 SOUTH STREET TO A FOUND REBAR & CAP; SAID POINT BEING THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL AS DESCRIBED IN SAID WARRANTY DEED; THENCE ALONG THE EAST AND NORTH LINE OF SAID PARCEL THE FOLLOWING TWO (2) COURSES: 1) NORTH 00°12'17" EAST 271.00 FEET TO A FOUND REBAR & CAP; 2) NORTH 89°38'30" WEST 256.01 FEET TO A FOUND REBAR & CAP AND THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE 7-ELEVEN PROPERTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF 400 SOUTH STREET AND THE EAST LINE OF 1750 WEST STREET, SPRINGVILLE, UTAH SAID POINT BEING NORTH 89°11'58" EAST 949.81 FEET ALONG THE SECTION LINE AND NORTH 884.77 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 00°12'17" EAST 271.00 FEET ALONG SAID EAST LINE OF 1750 WEST STREET, THENCE SOUTH 89°38'30" EAST 256.00 FEET, THENCE SOUTH 00°12'17" WEST 271.00 FEET TO SAID NORTH LINE OF 400 SOUTH STREET, THENCE NORTH 89°38'30" WEST 256.00 FEET ALONG SAID NORTH LINE OF 400 SOUTH STREET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEEDS RECORDED SEPTEMBER 18, 2008 AS ENTRY NO.'S 103102:2008 AND 103105:2008, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 889.11 FEET NORTH AND 1205.78 FEET EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31: AND RUNNING THENCE N 00°12'17"E 15.45 FEET; THENCE S89°39'43"E 680.44 FEET; THENCE S 00°55'44"E 15.69 FEET; THENCE N89°38'30"W 680.75 FEET TO THE POINT OF BEGINNING.