



W2857577

When Recorded, Mail To:
FJ Management Inc.
Attn.: Legal Department
185 S. State Street, Suite 1300
Salt Lake City, Utah 84111

E# 2857577 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
16-May-17 0935 AM FEE \$27.00 DEP KL
REC FOR: FIRST AMERICAN TITLE INSURANCE COI
ELECTRONICALLY RECORDED

APNs: 04-029-0050 and 04-029-0051

Accom-JH

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TRUST DEED
With Assignment of Rents

THIS TRUST DEED, is made this 1 day of February, 2017, by CEDAR CITY CRYSTAL INN LLC, a Utah limited liability company, whose address is 185 S. State Street, Suite 1300, Salt Lake City, Utah 84111 ("**Trustor**"), to and in favor of THOMAS K. CHECKETTS, an attorney licensed in the State of Utah, whose address is 50 E. South Temple, Suite 400, Salt Lake City, Utah 84111 ("**Trustee**"), for the benefit of FJ MANAGEMENT INC., a Utah corporation ("**Beneficiary**").

FOR GOOD AND VALUABLE CONSIDERATION, TRUSTOR DOES HEREBY IRREVOCABLY GRANT, BARGAIN, SELL, CONVEY AND WARRANT TO TRUSTEE, IN TRUST, WITH POWER OF SALE the following described property situated in Weber County, State of Utah, as more particularly described on Exhibit A attached hereto and made a part hereof, together with all buildings, fixtures, improvements and personal property thereon, and all rights of way, easements, rents, general intangibles, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter acquired, used or enjoyed with said property, or any part thereof (collectively, the "**Property**");

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a secured promissory note of even date herewith (the "**Promissory Note**"), in the principal sum of TWO MILLION SEVEN HUNDRED TWENTY-EIGHT THOUSAND EIGHT HUNDRED THIRTY-NINE AND 00/100 DOLLARS (\$2,728,839.00), made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

THIS TRUST DEED SHALL BE SENIOR TO ALL OBLIGATIONS, DEEDS OF TRUST, MORTGAGES AND OTHER SIMILAR INSTRUMENTS OR AGREEMENTS RECORDED AFTER THE RECORDATION OF THIS TRUST DEED, AND BENEFICIARY SHALL HAVE ABSOLUTELY NO OBLIGATION TO SUBORDINATE ITS INTEREST IN THIS DEED OF TRUST TO ANY OF THE FOREGOING.

TO PROTECT THE SECURITY OF THIS TRUST DEED, AND FOR OTHER PURPOSES, TRUSTOR AGREES:

1. To keep the Property in good condition and repair; not to remove or demolish any building thereon; to restore promptly and in good and workmanlike manner any building which may be damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon as provided in this instrument, and as allowed by law.

2. To provide and maintain insurance of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance

company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, shall be applied by Beneficiary to the restoration or repair of the Property damaged or to prepayment of all or a portion of the outstanding balance under the Promissory Note, such election to be in the sole discretion of the Beneficiary.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof, or supplements thereto, and including such evidence of title and proof of the absence of other security interests as Beneficiary may from time to time require in regard to fixtures and equipment and goods now held or subsequently acquired which may become fixtures.

4. To execute or procure any and all documents Beneficiary may deem necessary from time to time in order to protect Beneficiary's security interest and priority in the Property, including all fixtures and improvements now present thereon or hereafter acquired, used or enjoyed with, or installed in, affixed or attached to, the Property or any parts thereof, including, but not by way of limitation, security agreements, financing statements, continuation statements, and Consents or Subordination Agreements in a form which will satisfy the provisions of the Uniform Commercial Code, and to pay all costs of preparation and filing or recording the same.

5. To protect and hold Beneficiary safe from any expense and from all damage due to diminution in value of the Property or otherwise, resulting from claims of any other parties including other security interests in fixtures and improvements now or hereafter acquired, used or enjoyed with, or installed in, affixed or attached to the Property or any part thereof.

6. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or said fixtures now or hereafter acquired, or the rights or powers of Beneficiary or Trustee at Trustor's sole expense; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including costs of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.

7. To pay or cause to be discharged at least ten (10) days before delinquency all taxes and assessments affecting the Property, together with costs or penalties thereon, including all rents, assessments and charges for water appurtenant to or used in connection with the Property; to pay and discharge when due all encumbrances, charges, and liens on the Property or any part thereof which at any time appear to be prior or superior hereto and to pay all costs, fees, and expenses of this Trust.

8. Should Trustor fail to make payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the powers or rights of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and employment of counsel, and payment of reasonable attorneys' fees. Provided, however, that nothing in this paragraph shall prevent Trustor from contesting, in good faith and according to law, any lien or assessment against the Property if Trustor shall first furnish to Beneficiary a bond, either cash or by a bonding company satisfactory to lender, in sum sufficient and conditioned to pay the contested obligation should Trustor be unsuccessful.

9. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to this Trust Deed with interest from date of expenditure at the rate set forth in the Promissory Note secured hereby per annum until paid, and the payment thereof shall be secured hereby.

10. To pay to Beneficiary a "late charge" in an amount equal to five percent (5%) of the late payment but in no event to exceed the maximum rate allowable by law, on any sums not paid within ten (10) days after the due date.

11. Until such time as the Promissory Note is paid in full and the Trust Deed is reconveyed, Trustor shall not use the Property for any other purpose other than farming.

12. TO DEFEND, INDEMNIFY AND HOLD HARMLESS TRUSTEE AND INDEMNITEES (AS HEREINAFTER DEFINED) FOR, FROM AND AGAINST ALL LOSSES, DAMAGES, LIABILITIES, CLAIMS, ACTIONS, JUDGMENTS, COURT COSTS, AND LEGAL EXPENSES OR OTHER EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES), COST OF EVIDENCE OF TITLE, COST OF EVIDENCE OF VALUE, AND OTHER EXPENSES WHICH ANY INDEMNITEE MAY INCUR AS A DIRECT OR INDIRECT CONSEQUENCE OF: (i) BY REASON OF THIS TRUST DEED; (ii) BY REASON OF THE EXECUTION OF THIS TRUST DEED OR IN PERFORMANCE OF ANY ACT REQUIRED OR PERMITTED HEREUNDER OR BY LAW; (iii) AS A RESULT OF ANY FAILURE OF TRUSTOR TO PERFORM TRUSTOR'S OBLIGATIONS; OR (iv) BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING ON ANY INDEMNITEE'S PART TO PERFORM OR DISCHARGE ANY OF THE REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR OTHER OBLIGATIONS CONTAINED IN ANY OTHER DOCUMENT RELATED TO THE PROPERTY. THE ABOVE OBLIGATION OF TRUSTOR TO INDEMNIFY AND HOLD HARMLESS TRUSTEE AND INDEMNITEES SHALL SURVIVE THE CANCELLATION OF THE OBLIGATIONS SECURED BY THIS TRUST DEED AND THE RECONVEYANCE, RELEASE OR SATISFACTION OR PARTIAL RECONVEYANCE, RELEASE OR SATISFACTION OF THIS TRUST DEED. FOR THE PURPOSES HEREOF, "INDEMNITEES" SHALL MEAN AGENT, LENDER, LENDER'S PARENTS, SUBSIDIARIES AND AFFILIATES, TRUSTEES, BENEFICIARIES, ANY HOLDER OF OR PARTICIPANT IN THE PROMISSORY NOTE, AND EACH OF THEIR RESPECTIVE DIRECTORS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS OF ANY OF THE FOREGOING.

IT IS MUTUALLY AGREED THAT:

13. Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby, and in such order as Beneficiary may determine, or at its option, the entire amount so collected, or any part thereof, may be released to Trustor in such manner and upon such conditions as Beneficiary may impose, for the purpose of making repairs, alterations or improvements upon the Property, or for any other purpose whatever, without liability upon Beneficiary for such release (neither Trustee nor Beneficiary being obligated to see to the proper application thereof), in which event the amount so released shall not be deemed a payment upon the indebtedness secured hereby. Beneficiary may also use said sums so received, or any part thereof, for any of the purposes provided in paragraph 8 hereof. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

14. Without affecting the liability of any person, including Trustor, for the payment of any indebtedness secured hereby, or the lien of this Trust Deed on the remainder of the Property for the full amount of any indebtedness unpaid, Beneficiary and Trustee are respectively empowered as follows: Beneficiary may from time to time and without notice: (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, or (c) alter, substitute or release any property securing the indebtedness. Trustee may, at any time, and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the Property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof, or (d) reconvey, without warranty, all or any part of the Property.

15. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said Promissory Note to Trustee for cancellation and retention and upon payment of his fees, Trustee shall reconvey, without warranty, the Property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons entitled thereto." Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph 15 and the preceding paragraph 14 or elsewhere herein.

16. The indebtedness secured by this Trust Deed may now or hereafter be further secured by mortgages, trust deeds, pledges, contracts of guaranty, security agreements, assignments of rent or other additional securities. Beneficiary or Trustee may, at the option of both or either of them, exhaust any one or more of said securities as well as the security hereunder, either concurrently or independently, and in such order as they or either of them may determine, and apply the proceeds received upon the indebtedness secured hereby without affecting the status of, or waiving any right to exhaust all or any other security, including the security hereunder, and without waiving any breach or default or any right or power whether exercised hereunder or contained herein, or in any such other security.

17. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of this trust, all of Trustor's interest in and rights under any leases now existing or hereafter entered into, as well as all rents, security deposits, issues, royalties, accounts, general intangibles, and profits of the Property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing herein contained, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

18. (a) Upon any default by Trustor hereunder, Beneficiary may at any time without notice either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby and in such order as Beneficiary may determine. Trustor expressly agrees that Beneficiary shall not be required to show that any property (nor the rents, issues or profits thereof) is in danger of being lost, removed or injured or that any property is insufficient to discharge the debts secured hereby in order to obtain the appointment of a receiver, and Trustor and Beneficiary agree that, to the fullest extent allowable, this provision is intended to control over any judicial rules or presumptions to the contrary, and Trustor expressly waives the benefit of any such rule or presumption.

(b) The entering upon and taking possession of the Property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

19. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

20. (a) Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, and failure to cure such default within any grace periods provided in the Promissory Note which is secured hereby, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary shall also deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby.

(b) If Beneficiary invokes the power of sale, Trustee and Beneficiary shall take such action regarding notice of sale and shall give such notices to Trustor and to other persons as applicable law may require. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor,

shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale, unless otherwise required by law. Trustee shall execute and deliver to the purchaser his Deed conveying the Property so sold without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including the Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale in the following order: (1) reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps or similar taxes on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at the rate set forth in the Promissory Note secured hereby from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in his discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

21. Trustor agrees to surrender possession of the hereinabove described Trust property to the purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

22. Upon the occurrence of any default hereunder and failure to cure such default within any grace periods provided in the Promissory Note which is secured hereby, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

23. Beneficiary may appoint a successor trustee at any time by complying with the statutory requirements therefor. The new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.

24. Trustor agrees to pay to Beneficiary or Trustee the costs and expenses, including a reasonable attorney's fee, incurred by either of them in instituting, prosecuting or defending any court action in which Trustor does not prevail, if such action involves the interpretation hereof or performance hereunder by a party hereto or the breach of any provision hereby by a party hereto, including but not limited to an action to obtain possession of the above described trust property after exercise of the power of sale granted hereunder. Whenever, in this Trust Deed, Trustor agrees to pay costs, expenses and/or attorneys' fees, such costs, expenses and fees shall include, without limitation: all such items incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or similar proceeding affecting the exercise of any rights or remedies hereunder or under any instrument or agreement secured hereby; and all such items incurred on appeal; and all such items incurred in defending any action or counterclaim brought by Trustor relating to this Trust Deed or any instrument or agreement secured by the Promissory Note secured hereby in which Trustor does not prevail.

25. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. If Trustor consists of more than one person, all obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the Promissory Note secured hereby. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

26. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party unless brought by Trustee.

27. Trustor requests that one copy of any notice of default and of any notice of sale required hereunder or by applicable law be mailed to it (collectively) at the address hereinbefore set forth, and notice of any change of

Trustor's address shall only be effective if given by Trustor to both the Trustee and to the Beneficiary by certified mail, return receipt requested.

28. All agreements between Trustor and Beneficiary are hereby expressly limited so that in no contingency or event whatsoever, whether by reason of deferment in accordance with the terms of the Promissory Note secured hereby or any agreement or advancement of the loan proceeds, acceleration of maturity of the loan, or otherwise, shall the amount paid or agreed to be paid to the holder of the Promissory Note secured hereby for the loan, use, forbearance or detention of the money to be loaned under said Promissory Note exceed the maximum permissible under applicable law. If, from any circumstances whatsoever, fulfillment of any provision in the Promissory Note or in this Trust Deed or any other agreement between the parties, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity. This provision shall never be superseded or waived and shall control every other provision of all agreements between the parties hereto.

29. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

30. Trustor agrees that during the existence of the lien of this Trust Deed, Trustor will maintain the Property in compliance with all governmental laws and regulations, including, but not limited to all laws and regulations relating to environmental protection or Hazardous Material and will indemnify and hold Beneficiary harmless from any failure to so comply. This indemnification shall survive the payment of the Promissory Note and reconveyance of this Trust Deed. Trustor shall enforce all lease terms with respect to Hazardous Material and shall not enter into any new leases with tenants who will be creating or using Hazardous Material on the Property without the prior written consent of Beneficiary. If Beneficiary consents, Beneficiary will require at least the following: (1) adequate protection of the Property and Beneficiary from liability related to such Hazardous Material; and (2) full compliance with all laws and regulations related thereto.

"Hazardous Material" is used herein in its broadest sense and shall mean any petroleum base products, pesticides, paints and solvents, polychlorinated biphenyl, lead, cyanide, DDT, acids, ammonium compounds and other chemical products and any substances or materials defined or designated as a hazardous or toxic substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance affecting the Property presently in effect or that may be promulgated in the future, as such statutes, regulations and ordinances may be amended from time to time, including, but not limited to the statutes listed below:

- A. Resources Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.
- B. Comprehensive Environmental Response, Compensation and Liability Act of 1980, 40 U.S.C. Section 1801 et seq.
- C. Clean Air Act, 42 U.S.C. Sections 7401-7626.
- D. Water Pollution Control Act (Clean Water Act of 1977), 33 U.S.C. Section 1251 et seq.

Trustor will provide to Beneficiary copies of all notices it gives to or receives from governmental agencies with respect to Hazardous Material. Beneficiary may, at any time, at its expense conduct an environmental audit of the Property.

31. The pleading of any statute of limitations as a defense to any and all obligations secured by this Trust Deed is hereby waived by Trustor to the full extent permitted by law.

32. The Promissory Note secured hereby is not assumable. In the event that the Trustor shall, without the express written consent of the Beneficiary, voluntarily or involuntarily sell, convey, transfer, lease, dispose of, lose, diminish, reduce, or further encumber, or agree to sell, convey, transfer, lease, dispose of, lose, diminish, reduce or further encumber all or any portion of or any interest in the Property described herein, then the Beneficiary may, at its option, declare the entire indebtedness evidenced by the Promissory Note secured hereby immediately due and payable.

[signature and acknowledgement to follow]

**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.**

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

TRUSTOR:

CEDAR CITY CRYSTAL INN LLC,
a Utah limited liability company

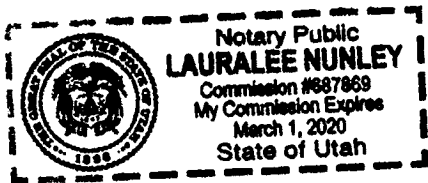
By: *Crystal Maggelet*

Name: Crystal Maggelet

Its: Managing Director

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

The foregoing instrument was acknowledged before me this 20 day of April, 2017, by Crystal Maggelet, the Managing Director of CEDAR CITY CRYSTAL INN LLC, a Utah limited liability company.



Lauralee Nunley
Notary Public

Exhibit A

To Trust Deed

[Legal Description of the Property]

REAL PROPERTY IN THE CITY OF OGDEN, COUNTY OF WEBER, STATE OF UTAH,
DESCRIBED AS FOLLOWS:

PARCEL 1:

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 00°58'00" WEST 260.00 FEET FROM THE NORTHWEST
CORNER OF LOT 27 OF SAID BLOCK 4; THENCE SOUTH 89°02'00" EAST 330.00 FEET;
THENCE SOUTH 00°58'00" WEST 115.00 FEET; THENCE NORTH 89°02'00" WEST 330.00 FEET;
THENCE NORTH 00°58'00" EAST 115.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A PART OF BLOCK 4, SOUTH OGDEN SURVEY, OGDEN, UTAH DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27 OF SAID BLOCK 4; THENCE SOUTH
89°02'00" EAST 270.00 FEET; THENCE SOUTH 00°58'00" WEST 132.00 FEET; THENCE SOUTH
89°02'00" EAST 60.00 FEET; THENCE SOUTH 00°58'00" WEST 128.00 FEET; THENCE NORTH
89°02'00" WEST 330.00 FEET; THENCE NORTH 00°58'00" EAST 260.00 FEET TO THE POINT OF
BEGINNING.