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RASHELLE HOBBS
Recorder, Salt Lake County, UT
HIGHLAND TITLE AGENCY
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED MAIL TO:
WHOLESALE CLEANERS, INC.
c/o 527 Cloverwood Circle
Draper, Utah 84020
Attn: JEFFREY B. ARRINGTON

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT

DEED OF TRUST, SECURITY AGREEMENT, AND FINANCING STATEMENT (the "Deed Of Trust"), dated October 22, 2019, between and among WASHMORE, LLC, a Utah limited liability company, whose address is 8234 South Roosevelt Street, Midvale, Utah 84047 ("Trustor"); WHOLESALE CLEANERS, INC., whose address is c/o 527 Cloverwood Circle, Draper, Utah 84020 ("Lender" and, sometimes, "Beneficiary"); and SCOTT N. RASMUSSEN, an attorney at law, whose address is c/o SCALLEY READING BATES HANSEN & RASMUSSEN, P.C., 15 West South Temple, Suite 600, Salt Lake City, Utah 84101 ("Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Trustor hereby irrevocably grants and conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, all of Trustor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements, and fixtures; all easements, rights of way, and appurtenances; all water, water rights, and ditch rights, including stock in utilities with ditch or irrigation rights (collectively, the "Property"), located in Salt Lake County, State of Utah, and more particularly described in Exhibit "A" annexed hereto.

THIS DEED OF TRUST IS GIVEN TO SECURE: (A) PAYMENT AND PERFORMANCE OF THE "DESIGNATED OBLIGATIONS" (AS SUCH TERM IS HEREINAFTER DEFINED), AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER OR IN CONNECTION WITH THE DESIGNATED OBLIGATIONS. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Trustor shall pay to Lender all amounts secured by this Deed Of Trust as they become due, and shall strictly and in a timely manner perform all of the Designated Obligations under and in connection with a certain "Asset Purchase Agreement" (as such term is hereinafter defined) and this Deed Of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Trustor agrees that Trustor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of a "Default" (as such term is hereinafter defined) hereunder or under the terms and conditions of the Designated Obligations, Trustor may remain in possession and control of the Property. The following provisions relate to the use of the Property or to any other limitations on the Property. This instrument is a Deed Of Trust executed in conformity with the Utah Trust Deed Act, Utah Code Ann. §§ 57-1-19 to - 36.

Duty to Maintain. Trustor shall maintain the Property in good condition and promptly perform all maintenance and repairs necessary to preserve its value.

Compliance with Environmental Laws. Trustor represents and warrants to Lender that: (1) except as Lender is already aware, Trustor has no knowledge of, or reason to believe that there has been: (a) any breach or violation of any "Environmental Laws" (as such term is hereinafter defined), (b) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any "Hazardous Substance" (as such term is hereinafter defined) on, under, about, or from the Property; and (2) neither Trustor nor any contractor, agent, or other user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any Hazardous Substance on, under, about, or from the Property. Trustor hereby agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of the foregoing representations and warranties. The provisions of this section, including the obligation to indemnify, defend, and hold harmless shall survive the payment and performance of the Designated Obligations and the satisfaction and reconveyance of the lien of this Deed Of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Trustor shall not cause, conduct, or permit any nuisance nor commit, permit, or suffer any stripping

of or waste on or to the Property or any portion thereof.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Property at all reasonable times to inspect the Property for purposes of Trustor's compliance with the terms and conditions of this Deed Of Trust.

Compliance with Governmental Requirements. Trustor shall promptly comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations, now or hereafter in effect, applicable to the use or occupancy of the Property.

DUE ON SALE OR TRANSFER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed Of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Property, or any interest in the Property or any interest in the Trustor. A "sale or transfer" shall mean: (i) the conveyance of the Property or of any right, title, or interest in, to, or with respect to, the Property or any portion thereof, or (ii) the transfer of any of the membership or other ownership or beneficial interests in Trustor.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed Of Trust:

Payment. Trustor shall pay when due, and provide Lender with evidence of such payments, all taxes, special taxes, assessments, charges (including water and sewer), fines, and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property.

Notice of Construction. Trustor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property.

INSURANCE. The following provisions relating to insuring the Property are a part of this Deed Of Trust.

Maintenance of Insurance. Trustor shall procure and maintain comprehensive general liability insurance, as well as all other insurance coverages as Lender shall from time to time specify, in such coverage amounts as Lender may request with Lender being named as an additional insured in all of such insurance policies. Trustor, upon request of Lender, will deliver to Lender all policies or certificates of insurance, which shall include stipulations that coverages will not be cancelled or diminished without thirty (30) days' prior written notice to Lender.

LENDER'S EXPENDITURES. Lender may, but shall not be required to, pay any amounts Trustor is required to pay under or in connection with the Designated Obligations or this Deed Of Trust. All such expenses will become a part of the amounts due in connection with the Designated Obligations and will be payable on demand. This Deed Of Trust also will secure payment of such amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled under or in connection with the Designated Obligations or this Deed Of Trust.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to the Property are a part of this Deed Of Trust:

Title. Trustor warrants that: (a) Trustor holds good and marketable title of record to the Property, free and clear of all liens and encumbrances, except for certain "Existing Liens" more particularly described in the Asset Purchase Agreement, with such Existing Liens including several deeds of trust and two (2) Federal Tax Liens which are the responsibility of Lender, and (b) Trustor has the full right and authority to execute and deliver this Deed Of Trust to Lender.

Defense of Title. Trustor warrants and will forever defend the title to the Property against the claims of all persons and entities. In the event any action or proceeding is commenced that questions Trustor's title or the interest of Trustee or Lender under this Deed Of Trust, Trustor shall defend such action at Trustor's expense. Trustor may be the named party in such proceeding, but Lender shall be entitled to fully participate in the proceeding.

Compliance With Laws. Trustor warrants that the Property and Trustor's use of the Property complies with all existing applicable federal, state, and local laws, statutes, ordinances, rules, and regulations.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Trustor in this Deed Of Trust shall survive the execution and delivery of this Deed Of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as all amounts due under and in connection with the Designated Obligations and this Deed Of Trust have been paid and performed in full.

IMPOSITION OF TAXES, FEES, AND CHARGES BY GOVERNMENTAL AUTHORITIES. Trustor shall pay or reimburse Lender for all taxes, together with all expenses incurred in recording, perfecting, or continuing this Deed Of Trust including, without limitation, all taxes, fees, and other charges for recording or registering this Deed Of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed Of Trust:

Further Assurances. At any time and from time to time, upon request of Lender, Trustor will promptly execute and deliver all such mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable. Trustor shall reimburse Lender for all costs and expenses incurred in connection with such matters.

Attorney-in-Fact. If Trustor fails to perform any one or more of the actions referred to in the preceding paragraph, Lender may, but shall not be required to, perform any one or more of such actions for and in the name of Trustor and at Trustor's expense. For such purposes, Trustor hereby irrevocably appoints Lender as Trustor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If all of the Designated Obligations are timely paid and performed, Lender shall execute and deliver to Trustee a request for full reconveyance. Any reconveyance fee required by law shall be paid by Trustor, if permitted by applicable law.

DEFAULT. Each of the following, at Lender's option, shall constitute a breach, default, and event of default (individually or collectively "Default") under and in connection with the Designated Obligations and this Deed Of Trust:

Payment Default. All or any portion of any payment or other amount in connection with the Designated Obligations is not paid when due.

Other Defaults. Trustor fails to comply with or to perform any other term, obligation, covenant, or condition contained in or in connection with the Designated Obligations or this Deed Of Trust, or to comply with or to perform any term, obligation, covenant, or condition contained in any other agreement between Lender and Trustor.

False Statements. Any warranty, representation, or statement made or furnished to Lender by or on behalf of Trustor under or in connection with the Designated Obligations or this Deed Of Trust is false or misleading in any material respect, either now or hereafter.

RIGHTS AND REMEDIES ON DEFAULT. If a Default occurs under this Deed Of Trust or in connection with the Designated Obligations, at any time thereafter either Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy which is at any time legally available to Lender, whether by agreement, at law, or in equity, and an election to make expenditures or to take action to perform an obligation of Trustor under this Deed Of Trust shall not affect Lender's right to declare a Default hereunder and under and in connection with the Designated Obligations, and exercise Lender's remedies.

Accelerate Designated Obligations. Lender shall have the right at Lender's option without further notice to Trustor to declare all of Designated Obligations immediately due and payable, including any "Late Charges" which Trustor would be required to pay under the terms and conditions of the Asset Purchase Agreement.

Foreclosure. With respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

Attorneys' Fees; Expenses. Whether or not any court action is involved, all reasonable expenses Lender incurs at any time for the protection of Lender's interest or the enforcement of Lender's rights shall become a part of the Designated Obligations, payable on demand, and shall bear interest at the "Default Interest Rate" set forth in the documents evidencing the Designated Obligations from the date of the expenditure, both before and after judgment, until repaid in full.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed Of Trust:

Powers of Trustee. Trustee shall be entitled to exercise all powers available to Trustee under applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed Of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Salt Lake County, State of Utah.

NOTICES. Unless otherwise provided by applicable law, any notice required to be given under this Deed Of Trust or required by law, including without limitation any notice of default and any notice of sale, shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Deed Of Trust, 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 Deed Of Trust. Notwithstanding any other

provision of this Deed Of Trust, all notices required under Utah Code Ann. Section 57-1-26 shall be given as required therein. Any party may change its address for notices under this Deed Of Trust by giving formal written notice to the other parties.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed Of Trust:

Entire Agreement; Amendments. This Deed Of Trust and the other documents being executed in connection with the Designated Obligations constitute the entire understanding and agreement of the parties as to the matters set forth herein. No alteration of or amendment to this Deed Of Trust shall be effective unless given in writing and signed by all of the parties hereto.

Merger. There shall be no merger of the interest or estate created by this Deed Of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law And Choice Of Venue. This Deed Of Trust will be governed by the laws of the State of Utah without regard to its conflicts of law provisions. This Deed Of Trust has been accepted by Lender in the State of Utah. Trustor agrees that the courts of Salt Lake County, Utah shall have exclusive jurisdiction over all disputes, lawsuits, or other proceedings in any way relating to or arising out of this Deed Of Trust or in any way relating to the Property.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed Of Trust 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.

Severability. If a court of competent jurisdiction finds any provision of this Deed Of Trust 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.

Successors and Assigns. This Deed Of Trust 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 Trustor, then Lender, without notice to Trustor, may deal with Trustor's successors and assigns with reference to this Deed Of Trust and the Designated Obligations by way of forbearance or extension without releasing Trustor from the obligations of this Deed Of Trust or under the Designated Obligations.

TIME IS OF THE ESSENCE. Time is of the essence in connection with the performance of this Deed Of Trust and the performance of Trustor's payment and performance obligations under and in connection with the Designated Obligations.

DEFINITIONS. The following words and terms shall have the following meanings when used in this Deed Of Trust:

Asset Purchase Agreement. The term "Asset Purchase Agreement" shall mean and refer to a certain Asset Purchase Agreement, dated on or about the date hereof, being executed and delivered by Lender and Trustor pursuant to which Lender, as "Seller," is selling to Trustor, as "Purchaser," certain "Assets" (as such terms are defined in the Asset Purchase Agreement). Among other things, the "Assets" include the Property described herein.

Environmental Laws. The words "Environmental Laws" mean any and all federal, state, and local laws, statutes, ordinances, rules, and regulations 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 federal, state, or local laws, statutes, ordinances, rules, or regulations adopted pursuant thereto.

Hazardous Substances. The phrase "Hazardous Substances" means materials which, 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.

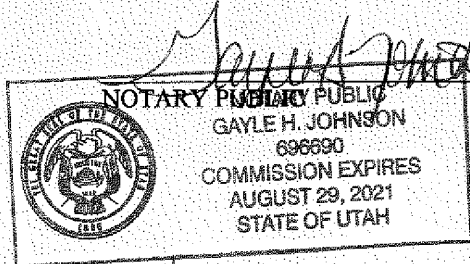
Designated Obligations. The word "Designated Obligations" means and includes without limitation all loans, including the obligation of Trustor to Lender in the original amount of \$750,000.00, plus interest, as set forth in the Asset Purchase Agreement, together with all other payment and performance obligations, debts, and liabilities of Trustor to Lender, as well as all claims by Lender against Trustor, whether now or hereafter existing.

DATED as of the date first hereinabove set forth.

TRUSTOR: WASHMORE, LLC
By: [Signature]
Jacob Elsmore, Manager
By: [Signature]
Travis Sevy, Manager

STATE OF UTAH)
COUNTY OF Salt Lake ss:

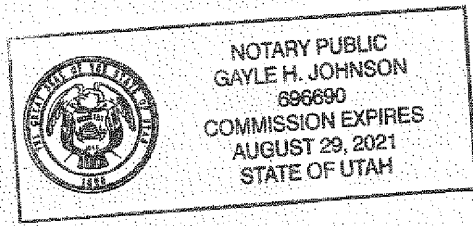
The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by JACOB ELSMORE, a Manager of WASHMORE, LLC.



STATE OF UTAH)
COUNTY OF Salt Lake ss:

The foregoing instrument was acknowledged before me this 22nd day of October, 2019, by TRAVIS SEVY, a Manager of WASHMORE, LLC.

[Signature]
NOTARY PUBLIC



**EXHIBIT "A"
LEGAL DESCRIPTION**

File No.: 46172

PARCEL 1:

COMMENCING AT A POINT 720.89 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY; AND RUNNING THENCE NORTH 90 FEET; THENCE WEST 259 FEET; THENCE SOUTH 90 FEET; THENCE EAST 259 FEET TO THE PLACE OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY APPURTENANT TO PARCEL 1 AS DISCLOSED BY A WARRANTY DEED RECORDED OCTOBER 24, 1950 AS ENTRY NO. 1221319 IN BOOK 809 AT PAGE 512 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 696.53 FEET NORTH OF THE SOUTHEAST CORNER OF BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 48.36 FEET; THENCE WEST 259 FEET; THENCE SOUTH 48.36 FEET; THENCE EAST 259 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 22-05-176-005

PARCEL 2:

BEGINNING AT A POINT 696.53 FEET NORTH AND 259 FEET WEST FROM THE SOUTHEAST CORNER OF BLOCK 5, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 114.36 FEET; THENCE WEST 104.45 FEET; THENCE NORTH 88.5 FEET; THENCE NORTH 76°06'02" EAST 107.65 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY APPURTENANT TO PARCEL 2 AS DISCLOSED BY WARRANTY DEED RECORDED DECEMBER 09, 1964 AS ENTRY NO. 2046703 IN BOOK 2269 AT PAGE 188 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 696.53 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 1, BLOCK 5 AND RUNNING THENCE NORTH 24.36 FEET; THENCE WEST 363.45 FEET; THENCE SOUTH 50.22 FEET; THENCE NORTH 76°06'02" EAST 107.65 FEET; THENCE EAST 259 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 22-05-177-001

PARCEL 3:

BEGINNING AT A POINT SOUTH 00°07'51" WEST 91.04 FEET FROM THE NORTHEAST CORNER OF THE PROPOSED MILLCREEK COURT #2 SUBDIVISION SAID POINT BEING NORTH 00°14'13" EAST 803.37 FEET, EAST 803.10 FEET, NORTH 00°09'29" EAST 43.46 FEET TO THE NORTHWEST CORNER OF THE PROPOSED MILLCREEK COURT #2 SUBDIVISION; THENCE NORTH 89°54'51" EAST 410.046 FEET TO THE NORTHEAST CORNER OF THE PROPOSED MILLCREEK COURT #2 SUBDIVISION AND SOUTH 00°07'51" WEST 91.04 FEET FROM A SURVEY MONUMENT FOUND AT THE INTERSECTION OF 4500 SOUTH AND 700 EAST STREET, SAID POINT ALSO BEING NORTH 563.13 FEET AND EAST 1053.35 FEET, NORTH 00°09'29" EAST 43.46 FEET, NORTH 89°54'51" EAST 410.046 FEET AND SOUTH 00°07'51" WEST 91.04 FEET FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 89°54'39" EAST 360.351 FEET TO THE WEST LINE OF 900 EAST STREET; THENCE SOUTH 00°06'24" WEST 24.36 FEET ALONG SAID WEST LINE; THENCE SOUTH 89°54'36" WEST 262.911 FEET; THENCE SOUTH 76°11'55" WEST 100.403 FEET TO THE EAST LINE OF THE PROPOSED MILLCREEK COURT #2 SUBDIVISION; THENCE NORTH 00°07'51" EAST 48.164 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 22-05-176-009