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David K. Broadbent
Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101

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DEED OF TRUST
Assignment of Rents and Security Agreement

The parties to this Deed of Trust, Assignment of Rents and Security Agreement, made as of May ____, 2016, are Jeffrey Macievic and Meagan Macievic, Husband and Wife, as Joint Tenants (collectively, "Trustor"), whose address is 1192 E. Draper PKW #328, Draper, UT 84020, Vanguard Title Insurance Agency ("Trustee"), whose address is 1218 East. 7800 South #210, Sandy, UT 84094, and Edith R. Stern 1955 Trust f/b/o Eric Stern, Fiduciary Trust Company and Eric Stern, Trustees ("Beneficiary"), whose address is 175 Federal Street, Boston, MA 02110.

1. Grant in Trust and Secured Obligations.

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2, Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "Property"):

(a) The real property located in Salt Lake County, State of Utah, as described in Exhibit A, together with all existing and future easements and rights affording access to it (the "Land"); together with all buildings, fixtures, structures and improvements now located or later constructed on the Land (the "Improvements");

(b) All water, water rights and water stock held in connection with the Land, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements (any certificates representing water shares are hereby pledged to Beneficiary and shall be held by Beneficiary until the Secured Obligations have been paid in full); together with

(c) rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging now or hereafter used or enjoyed with said property, or any part thereof; together with

(d) the personal property described in Exhibit B, whether stored on the Land or elsewhere; together with

(e) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including all proceeds of any insurance policies, present and future, payable because of loss sustained to all or part of any Property, whether or not such insurance policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(f) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations. Trustor makes the grant, conveyance, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article 3 for the purpose of securing the following obligations (the "Secured Obligations") in any order of priority that Beneficiary may choose:

- (i) Payment of all obligations at any time owing under that certain Promissory Note, of even date herewith (the "Note"), payable by Trustor as maker in the stated principal amount of One Million Eighty Thousand Dollars and 00/100 Dollars (\$1,080,000.00) to the order of Beneficiary, and all renewals, extensions and modifications of the Note.
- (ii) Payment and performance of all obligations of Trustor under this Deed of Trust; and
- (iii) Payment and performance of all modifications, amendments, extensions and renewals, however evidenced, of any of the Secured Obligations.

2. Assignment of Rents. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of this trust, all rents, issues, royalties, and profits of the property affected by this Deed of Trust 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. Under no circumstances shall Beneficiary have any duty to produce Rents from the Property. Regardless of whether or not Beneficiary, in person or by agent, takes actual possession of the Land and Improvements, Beneficiary is not and shall not be deemed to be: A "mortgagee in possession" for any purpose; responsible for performing any of the obligations of the lessor under any lease; responsible for any waste committed by lessees or any other parties, any dangerous or defective condition of the Property, or any negligence in the management, upkeep, repair or control of the Property; or liable in any manner for the Property or the use, occupancy, enjoyment or operation of all or any part of it. 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 said 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 attorney's 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 the Property is in danger of being lost, removed or injured or that the Property is insufficient to discharge the debt 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. The entering upon and taking possession of said 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 said 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.

3. Grant of Security Interest.

3.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property, and an absolute assignment of the Rents in favor of Beneficiary. The parties acknowledge that some of the Property and some or all of the Rents may be determined under applicable law to be personal property or fixtures. To the extent that any Property or Rents may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property and Rents, to secure payment and performance of

the Secured Obligations. This Deed of Trust constitutes a security agreement under the Utah Uniform Commercial Code, covering all such Property and Rents.

3.2 Financing Statements. Trustor authorizes Beneficiary to file one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property or Rents.

4. Rights and Duties of the Parties.

4.1 Taxes and Assessments. Trustor shall pay prior to delinquency all taxes, levies, charges and assessments, including assessments on appurtenant water shares, imposed by any public or quasi-public authority or utility company which are (or if not paid, may become) a lien on all or part of the Property or any interest in it, or which may cause any decrease in the value of the Property or any part of it, and shall present evidence that they have been paid in full, on ten (10) days' written notice by Beneficiary to Trustor. In addition to the monthly payments as provided in the Note, the Trustor agrees that in the event of any delinquency in the payment of interest, taxes, special assessments or insurance related to the Property, the Trustor shall be obligated thereafter to pay to the Beneficiary at the time of each regular monthly installment payment, "reserve" payments in such amounts as are reasonably estimated from time to time by the Beneficiary to be necessary to accumulate sufficient funds for the payment of taxes, assessments and insurance premiums prior to the due dates thereof. Such reserve payments are hereby pledged to the Beneficiary as additional security for the full performance under this Deed of Trust and the Note secured hereby and shall be held in an interest bearing account, with said interest being credited to the Trustor. The Trustor agrees that such reserve payments may be commingled with the Beneficiary's other funds. The reserve payments so accumulated may be withdrawn by the Beneficiary for the payment of taxes, assessments or insurance premiums due on the Property. Upon default, the Beneficiary may, without notice to the Trustor, apply said reserve payments to the payment of any sums due under the terms of this Deed of Trust and the Note secured hereby or either of them. Failure of the Trustor to pay said reserve payments when required shall constitute a default under this Deed of Trust. In case of default and subsequent sale of the Property in accordance herewith, or if the Beneficiary acquires the Property otherwise after default, the Beneficiary, at the time of the commencement of such proceedings, or at the time the Property is otherwise acquired, shall apply as a credit on the indebtedness secured hereby the balance of reserve payments then remaining accumulated.

4.2 Damages and Insurance and Condemnation Proceeds.

(a) Trustor hereby absolutely and irrevocably assigns to Beneficiary, and authorizes the payer to pay to Beneficiary, the following claims, causes of action, awards, payments and rights to payment:

- (i) All awards of damages and all other compensation payable directly or indirectly because of a condemnation, proposed condemnation or taking for public or private use which affects all or part of the Property or any interest in it;
- (ii) All other awards, claims and causes of action, arising out of any warranty affecting all or any part of the Property, or for damage or injury to or decrease in value of all or part of the Property or any interest in it; and
- (iii) All proceeds of any insurance policies payable because of loss sustained to all or part of the Property, whether or not such insurance policies are required by Beneficiary; and
- (iv) All interest which may accrue on any of the foregoing.

(b) Trustor shall immediately notify Beneficiary in writing if:

- (i) Any damage occurs or any injury or loss is sustained in the amount of \$1,000 or more to all or part of the Property, or any action or proceeding relating to any such damage, injury or loss is commenced; or
- (ii) Any offer is made, or any action or proceeding is commenced, which relates to any actual or

proposed condemnation or taking of all or part of the Property.

(c) If Beneficiary chooses to do so, Beneficiary may in its own name appear in or prosecute any action or proceeding to enforce any cause of action based on warranty, or for damage, injury or loss to all or part of the Property, and Beneficiary may make any compromise or settlement of the action or proceeding. Beneficiary, if it so chooses, may participate in any action or proceeding relating to condemnation or taking of all or part of the Property, and may join Trustor in adjusting any loss covered by insurance. All proceeds of these assigned claims, other property and rights which Trustor may receive or be entitled to shall be paid to Beneficiary. However, Beneficiary shall not be entitled to receive proceeds in excess of the amount of the obligation under the Note. In each instance, Beneficiary shall apply such proceeds first toward reimbursement of all of Beneficiary's costs and expenses of recovering the proceeds, including attorneys' fees, and then towards the amount due under the Note.

(d) Trustor hereby specifically, unconditionally and irrevocably waives all rights of a property owner granted under with respect to the allocation of condemnation proceeds between a property owner and a lienholder, and any other law or successor statute of similar import.

4.3 Maintenance and Preservation of Property.

(a) Trustor shall insure the Property in accordance with the following provisions and keep the Property in good condition and repair.

(i) Trustor shall procure and maintain, or cause to be procured and maintained, at all times until the repayment of the Note and the satisfaction of the Secured Obligations, policies of insurance in form and amounts reasonably satisfactory to Beneficiary, and issued by reasonably acceptable to Beneficiary, covering (i) such casualties, risks, perils, liabilities and other hazards as may be reasonably required by Beneficiary and (ii) such casualties, risks, perils, liabilities and other hazards which are at the time commonly insured against or required by institutional lenders to be insured against with respect to properties similar to the Property. All policies shall expressly protect Beneficiary's interest as required by Beneficiary. If Trustor fails to maintain the insurance coverage required hereunder, Beneficiary may, but shall have no obligation to, obtain such insurance, and Trustor will pay all amounts expended by Beneficiary, together with interest thereon at the rate of 12 percent, within ten (10) days after demand by Beneficiary. In the event of any foreclosure of the Deed of Trust or a deed in lieu or in aid thereof, all interest under the insurance policies required by this Section 4.4 and then in force shall pass to the new owner of the Property.

(ii) Without limiting the generality of Section 4.3(a)(i), Trustor shall maintain or cause to be maintained property insurance for the full replacement cost of the Improvements), on an "all risks" basis (including fire, extended coverage, vandalism and malicious mischief), loss of income coverage, together with a 4% inflationary guard endorsement.

(iii) All original policies, or certificates thereof, and endorsements and renewals thereof, shall be delivered to and retained by Beneficiary unless Beneficiary agrees otherwise. In case of insurance about to expire, Trustor shall deliver renewal policies to Beneficiary not less than thirty (30) days prior to the expiration thereof. All policies of insurance to be furnished hereunder (i) shall be in form reasonably satisfactory to Beneficiary; (ii) shall have a deductible of not more than Five Thousand Dollars (\$5,000), or such other amount as may be approved by Beneficiary (iii) shall include a Standard Mortgage Clause/Beneficiary's Loss Payable Endorsement in favor of, and in form reasonably satisfactory to, Beneficiary, including a provision requiring that the coverage evidenced thereby shall not be terminated or materially modified without thirty (30) days' prior written notice to Beneficiary, and (iv) may be in the form of blanket policies in amount, form and substance satisfactory to Beneficiary. Trustor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder.

(iv) Notwithstanding anything to the contrary contained in the Secured Obligations, Trustor waives any and all right to claim or recover against Beneficiary, or its agents, for loss of or damage or injury to the Property, Trustor, Trustor's property, or the property of others under Trustor's control, from any cause insured against or required to be insured against under this Section 4.3 or coverable by insurance.

(b) Trustor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. In addition, and without limiting the foregoing, Trustor shall not materially alter the Property, or initiate or allow any change in any zoning which affects the Property or any part of it while the Secured Obligations are outstanding. For purposes of this paragraph, "materially alter" shall mean any remodel or other construction work costing over \$50,000 in amount. Notwithstanding the foregoing, Trustor shall be permitted to remodel the barn located on the Property provided that prior to commencing such work, Trustor shall provide evidence reasonably satisfactory to Beneficiary that Trustor has sufficient funds to pay the cost of such work, that such funds will be used for such purpose, and that the work, once commenced, will be completed within a reasonable time. Trustor agrees that if it commences any such construction it will cause it to be completed.

(c) If all or part of the Property becomes damaged or destroyed, except to the extent Beneficiary applies the proceeds of insurance to the payment of the Note, Trustor shall promptly and completely repair and/or restore the Property in a good and workmanlike manner in accordance with sound building practices and subject to such reasonable oversight and provisions assuring Beneficiary that sufficient funds are available to complete such work and that such work will be performed lien free as Beneficiary may reasonably request.

(d) Trustor shall not commit or allow any act upon or use of the Property which would violate: (i) any applicable law or order of any governmental authority, whether now existing or later to be enacted and whether foreseen or unforeseen; or (ii) any public or private covenant, condition, restriction or equitable servitude affecting the Property. Trustor shall not bring or keep any article on the Property or cause or allow any condition to exist on it, if that could invalidate or would be prohibited by any insurance coverage required to be maintained by Trustor on the Property. Trustor shall not commit or allow waste of the Property.

(e) Trustor shall not seek or acquiesce in any change in the zoning or conditions of use of the Property without the prior written consent of Beneficiary. Trustor shall comply with and make all payments required under the provisions of any covenants, conditions or restrictions affecting the Property. Trustor shall comply with all existing and future requirements of all governmental authorities having jurisdiction over the Property. If, under applicable zoning provisions, the use of all or any part of the Property is or becomes a nonconforming use, Trustor shall not cause or permit such use to be discontinued or abandoned without the prior written consent of Beneficiary.

(f) Trustor shall immediately discharge any lien on the Property which Beneficiary has not consented to in writing. Trustor shall pay when due each obligation secured by or reducible to a lien, charge or encumbrance which now does or later may encumber or appear to encumber all or part of the Property or any interest in it, whether the lien, charge or encumbrance is or would be senior or subordinate to this Deed of Trust.

4.4 Releases, Extensions, Modifications and Additional Security. From time to time, Beneficiary may perform any of the following acts without incurring any liability or giving notice to any person: Release any person liable for payment of any Secured Obligation; extend the time for payment, or otherwise alter the terms of payment, of any Secured Obligation; accept additional real or personal property of any kind as security for any Secured Obligation, whether evidenced by deeds of trust, mortgages, security agreements or any other instruments of security; or alter, substitute or release any property securing the Secured Obligations.

4.5 Reconveyance. When all of the Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust and all notes and instruments evidencing the Secured Obligations to Trustee. When Trustee receives Beneficiary's written request for reconveyance, all fees and other sums owing to Trustee by Trustor under Section 4.6 and a reasonable fee for such reconveyance, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

4.6 Compensation, Exculpation, Indemnification.

(a) Trustor agrees to pay reasonable fees as may be charged by Beneficiary and Trustee, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including Beneficiary's providing a statement of the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor shall also pay or reimburse all of Beneficiary's and Trustee's costs and expenses which may be incurred in rendering any such services. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee or both of them under Section 5.3, whether any lawsuit is filed or not, or in defending any action or proceeding arising under or relating to this Deed of Trust, including attorneys' fees and other legal costs, costs of any foreclosure sale and any cost of evidence of title.

(b) Beneficiary shall not be directly or indirectly liable to Trustor or any other person as a consequence of any of the following:

(i) Beneficiary's exercise of or failure to exercise any rights, remedies or powers granted to Beneficiary in this Deed of Trust;

(ii) Beneficiary's failure or refusal to perform or discharge any obligation or liability of Trustor under any agreement related to the Property or under this Deed of Trust.

Trustor hereby expressly waives and releases all liability of the types described above, and agrees that no such liability shall be asserted against or imposed upon Beneficiary.

(c) Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all losses, damages, liabilities, claims, causes of action, judgments, court costs, attorneys' fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur:

(i) In performing any act required or permitted by this Deed of Trust or any of the Secured Obligations or by law;

(ii) Because of any failure of Trustor to perform any of Trustor's obligations;

(iii) In connection with any claims based on hazardous substances or environmental conditions on or related to the Property; or

(iv) Because of any alleged obligation of or undertaking by Beneficiary to perform or discharge any of the representations, warranties, conditions, covenants or other obligations in any document relating to the Property other than the Secured Obligations.

This agreement by Trustor to indemnify Trustee and Beneficiary shall survive the release and cancellation of any or all of the Secured Obligations and the full or partial release and/or reconveyance of this Deed of Trust.

(d) Trustor shall pay all obligations to pay money arising under this Section 4.6 immediately upon demand by Trustee or Beneficiary. While the Note remains outstanding, each such obligation shall be added to, and considered to be part of, the principal of the Note, and shall bear interest from the date the obligation arises at the rate of 15 percent per annum.

4.7 Defense and Notice of Claims and Actions. At Trustor's sole expense, Trustor shall protect, preserve and defend the Property and title to and right of possession of the Property, and the security of this Deed of Trust and the rights and powers of Beneficiary and Trustee created under it, against all adverse claims. Trustor shall give Beneficiary and Trustee prompt notice in writing if any claim is asserted which does or could affect any of such matters, or if any action or proceeding is commenced which alleges or relates to any such claim.

4.8 Substitution of Trustee. From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust in any manner now or later to be provided at law.

5. Accelerating Transfers, Default and Remedies.

5.1 Accelerating Transfers.

(a) "Accelerating Transfer" means any sale, contract to sell, conveyance, encumbrance, lien, mortgage, lease or other transfer of all or any material part of the Property or any interest in it, whether voluntary, involuntary, by operation of law or otherwise.

(b) Trustor acknowledges that Beneficiary is entering into the loan transaction evidenced by the Note in reliance on the expertise, skill, reputation, credit and experience of Trustor; thus, the Secured Obligations include material elements similar in nature to a personal service contract. In consideration of Beneficiary's reliance, Trustor agrees that Trustor shall not make any Accelerating Transfer, unless the transfer is preceded by Beneficiary's express written consent to the particular transaction and transferee. Beneficiary may withhold such consent in its sole discretion. If any Accelerating Transfer occurs, Beneficiary in its sole discretion may declare all of the Secured Obligations to be immediately due and payable, and Beneficiary and Trustee may invoke any rights and remedies provided by Section 5.3 of this Deed of Trust. Trustor acknowledges the materiality of the provisions of this Section 5.1 as a covenant of Trustor, given individual weight and consideration by Beneficiary in entering into the Secured Obligations, and that any Accelerating Transfer in violation of the prohibited transfer provisions herein set forth shall result in a material impairment of Beneficiary's interest in the Property and be deemed a breach of the foregoing covenant.

5.2 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "Events of Default;" any one singly, an "Event of Default"):

(a) Trustor fails to perform any obligation to pay money which arises under this Deed of Trust, and does not cure that failure within five (5) days after written notice from Beneficiary; or

(b) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money, and does not cure that failure within thirty (30) days ("Cure Period") after written notice from Beneficiary or Trustee;

(c) A default or Event of Default occurs under the Note or any of the other Secured Obligations; or

(d) Upon the occurrence of any of the following:

(1) If a custodian, trustee, receiver, or agent is appointed or takes possession of any or all of the property of Trustor including, without limitation, all or any portion of the Property and such action is not released or canceled within thirty (30) days;

(2) If Trustor shall (A) file a petition under the Bankruptcy Code, or (B) otherwise file any petition or apply to any tribunal for appointment of a custodian, trustee, receiver, or agent of Trustor, or commence any proceeding related to Trustor under any bankruptcy or reorganization statute, or under any arrangement, insolvency, readjustment of debt, dissolution, or liquidation law of any jurisdiction, whether now or hereafter in effect; or (C) make an assignment for the benefit of creditors;

(3) If any petition is filed against Trustor under the Bankruptcy Code and either: (A) the Bankruptcy Code orders relief against Trustor under the chapter of Bankruptcy Code under which the petition was filed; or (B) such petition is not dismissed by the Bankruptcy Court within thirty (30) days of the date of filing; or

(4) If a notice of lien, levy or assessment (other than those expressly permitted under this Deed of Trust) is filed of record with respect to any or all of Trustor's assets including, without

limitation, the Property, by the United States Government, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, or by any mechanic or materialman, or if any taxes or debts owing at any time hereafter to any one or more of such entities become a lien except as expressly permitted by this Note or any Security Agreement, whether inchoate or otherwise, upon the Property, and the same is not paid on the payment date thereof or within thirty (30) days after notice from Beneficiary.

5.3 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below, in addition to any and all other remedies available to it under applicable Utah law. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

(a) Acceleration. Beneficiary may declare any or all of the Secured Obligations to be due and payable immediately and may terminate any other document related to the loan transaction in accordance with its terms.

(b) Receiver. Beneficiary may apply to any court of competent jurisdiction for, and obtain appointment of, a receiver for the Property.

(c) Entry. Beneficiary, by court-appointed receiver, may enter, take possession of, manage and operate all or any part of the Property, and may also do any and all other things in connection with those actions that Beneficiary may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust.

(d) Cure; Protection of Security. Either Beneficiary or Trustee may cure any breach or default of Trustor, and if it chooses to do so in connection with any such cure, Beneficiary or Trustee may do any and all other things which it may in its sole discretion consider necessary and appropriate to protect the security of this Deed of Trust. Such other things may include: appearing in and/or defending any action or proceeding which purports to affect the security of, or the rights or powers of Beneficiary or Trustee under, this Deed of Trust; paying, purchasing, contesting or compromising any encumbrance, charge, lien or claim of lien which in Beneficiary's or Trustee's sole judgment is or may be senior in priority to this Deed of Trust, such judgment of Beneficiary or Trustee to be conclusive as among the parties to this Deed of Trust; obtaining insurance and/or paying any premiums or charges for insurance required to be carried under this Deed of Trust; otherwise caring for and protecting any and all of the Property; and/or employing counsel, accountants, contractors and other appropriate persons to assist Beneficiary or Trustee. Beneficiary and Trustee may take any of the actions permitted under this subsection 5.3(d) either with or without giving notice to any person.

(e) Uniform Commercial Code Remedies. Beneficiary may exercise any or all of the remedies granted to a secured party under the Utah Uniform Commercial Code.

(f) Judicial Action. Beneficiary may bring an action in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of any of the covenants or agreements of this Deed of Trust.

(g) Power of Sale. Under the power of sale hereby granted, Beneficiary shall have the discretionary right to cause some or all of the Property, including any Property which constitutes personal property, to be sold or otherwise disposed of in any combination and in any manner permitted by applicable law.

(h) Sales of Personal Property.

(A) If it chooses to do so, Beneficiary may dispose of any personal property separately from the sale of real property, in any manner permitted by the Utah Uniform Commercial Code, including any public or private sale, or in any manner permitted by any other applicable law. Any proceeds of any such disposition shall not cure any Event of Default or reinstate any Secured Obligation for purposes of Utah law.

(B) In connection with any sale or other disposition of such Property under the Utah Uniform Commercial Code, Trustor agrees that the following procedures constitute a commercially reasonable sale: Beneficiary shall mail written notice of the sale to Trustor not later than ten (10) days prior to such sale. Upon receipt of any written request, Beneficiary will make the Property available to any bona fide prospective purchaser for inspection during reasonable business hours. Notwithstanding, Beneficiary shall be under no obligation to consummate a sale if, in its judgment, none of the offers received by it equals the fair value of the Property offered for sale. The foregoing procedures do not constitute the only procedures that may be commercially reasonable.

(i) Trustee's Sales of Real Property or Mixed Collateral.

(A) Beneficiary may choose to dispose of some or all of the Property which consists solely of real property in any manner then permitted by applicable law. In its discretion, Beneficiary may also or alternatively choose to dispose of some or all of the Property, in any combination consisting of both real and personal property, together in one sale to be held in accordance with the law and procedures applicable to real property, as permitted by the Utah Uniform Commercial Code. Trustor agrees that such a sale of personal property together with real property constitutes a commercially reasonable sale of the personal property. For purposes of this power of sale, either a sale of real property alone, or a sale of both real and personal property together in accordance with Utah Uniform Commercial Code, will sometimes be referred to as a "Trustee's Sale."

(B) Before any Trustee's Sale, Beneficiary or Trustee shall give such notice of default and election to sell as may then be required by law. When all time periods then legally mandated have expired, and after such notice of sale as may then be legally required has been given, Trustee shall sell the property being sold at a public auction to be held at the time and place specified in the notice of sale. Neither Trustee nor Beneficiary shall have any obligation to make demand on Trustor before any Trustee's Sale. From time to time in accordance with then applicable law, Trustee may, and in any event at Beneficiary's request shall, postpone any Trustee's Sale by public announcement at the time and place noticed for that sale.

(C) At any Trustee's Sale, Trustee shall sell to the highest bidder at public auction for cash or cash equivalent as authorized by Beneficiary, in lawful money of the United States. Trustee shall execute and deliver to the purchaser(s) a deed or deeds conveying the property being sold without any covenant or warranty whatsoever, express or implied. The recitals in any such deed of any matters or facts, including any facts bearing upon the regularity or validity of any Trustee's Sale, shall be conclusive proof of their truthfulness. Any such deed shall be conclusive against all persons as to the facts recited in it.

5.4 Credit Bids. At any Foreclosure Sale, any person, including Trustor, Trustee or Beneficiary, may bid for and acquire the Property or any part of it to the extent permitted by then applicable law. Instead of paying cash for such property, Beneficiary may settle for the purchase price by crediting the sales price of the property against the following obligations: First, the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to pay or reimburse Beneficiary or Trustee; and second, all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose.

5.5 Application of Foreclosure Sale Proceeds. Beneficiary and Trustee shall apply the proceeds of any Foreclosure Sale in the following manner:

(a) First, to pay the portion of the Secured Obligations attributable to the expenses of sale, costs of any action and any other sums for which Trustor is obligated to reimburse Beneficiary or Trustee;

(b) Second, to pay the portion of the Secured Obligations attributable to any sums expended or advanced by Beneficiary or Trustee under the terms of this Deed of Trust which then remain unpaid;

(c) Third, to pay all other Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(d) Fourth, to remit the remainder, if any, to the person or persons entitled to it.

5.6 Application of Rents and Other Sums. Beneficiary shall apply any and all Rents collected by it, and any and all sums other than proceeds of a foreclosure sale which Beneficiary may receive or collect under Section 5.3, in the following manner:

(a) First, to pay the costs and expenses of operation and collection that may be incurred by Trustee, Beneficiary or any receiver;

(b) Second, to pay the Secured Obligations in any order and proportions as Beneficiary in its sole discretion may choose; and

(c) Third, to remit the remainder, if any, to the person or persons entitled to it.

Beneficiary shall have no liability for any funds which it does not actually receive.

6. Miscellaneous Provisions.

6.1 No Waiver or Cure. Each waiver by Beneficiary or Trustee must be in writing, and no waiver shall be construed as a continuing waiver, unless specifically agreed to in writing by the parties. No waiver shall be implied from any delay or failure by Beneficiary or Trustee to take action on account of any default of Trustor. Consent by Beneficiary or Trustee to any act or omission by Trustor shall not be construed as a consent to any other or subsequent act or omission or to waive the requirement for Beneficiary's or Trustee's consent to be obtained in any future or other instance.

6.2 Powers of Beneficiary and Trustee.

(a) Trustee shall have no obligation to perform any act which it is empowered to perform under this Deed of Trust unless it is requested to do so in writing and is reasonably indemnified against loss, cost, liability and expense.

(b) If either Beneficiary or Trustee performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 4.5 or subsection 5.3(d), that act alone shall not release or change the personal liability of any person for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations. The liability of the original Trustor shall not be released or changed if Beneficiary grants any successor in interest to Trustor any extension of time for payment, or modification of the terms of payment, of any Secured Obligation. Beneficiary shall not be required to comply with any demand by the original Trustor that Beneficiary refuse to grant such an extension or modification to, or commence proceedings against, any such successor in interest. Beneficiary may take any of the actions permitted under subsections 5.3(b) and/or 5.3(c) regardless of the adequacy of the security for the Secured Obligations, or whether any or all of the Secured Obligations have been declared to be immediately due and payable, or whether notice of default and election to sell has been given under this Deed of Trust.

(c) From time to time, Beneficiary or Trustee may apply to any court of competent jurisdiction for aid and direction in executing the trust and enforcing the rights and remedies created under this Deed of Trust. Beneficiary or Trustee may from time to time obtain orders or decrees directing, confirming or approving acts in executing this trust and enforcing such rights and remedies.

6.3 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.4 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.5 Applicable Law. This Deed of Trust shall be governed by Utah law.

6.6 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties. However, this Section 6.6 does not waive the provisions of Section 5.1.

6.7 Interpretation.

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to."

(b) The word "obligations" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment fees (as set forth in the Note, if any), late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. Any Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

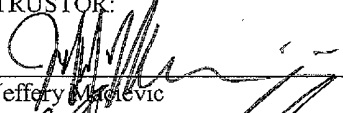

(d) No course of prior dealing, usage of trade, parol or extrinsic evidence of any nature shall be used to supplement, modify or vary any of the terms hereof. This Deed of Trust and the Note which it secures are a final expression of the agreement between Trustor and Beneficiary and may not be contradicted by evidence of any alleged oral agreement.

6.8 Waiver of Marshalling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order, including any rights provided by applicable Utah law. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust, except that if such provision relates to the payment of any monetary sum, then Beneficiary may, at its option, declare all Secured Obligations immediately due and payable.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth on the first page of this Deed of Trust. That address is also the mailing address of Trustor as debtor under the Utah Uniform Commercial Code. Beneficiary's address given above is the address for Beneficiary as secured party under the Utah Uniform Commercial Code.

TRUSTOR:


Jeffery Matic

Meagan Matic

STATE OF UTAH)

COUNTY OF SL) : ss.

The foregoing instrument was acknowledged before me this 26th day of May, 2016, by Jeffery Macievic.

[Handwritten Signature]

NOTARY PUBLIC
Residing at:



STATE OF UTAH)
COUNTY OF SL) : ss.

The foregoing instrument was acknowledged before me this 26th day of May, 2016, by Meagan Macievic.

[Handwritten Signature]

NOTARY PUBLIC
Residing at:



8620302_1

EXHIBIT A

DESCRIPTION OF PROPERTY

[To Be Attached]

EXHIBIT B

PERSONAL PROPERTY

Nine water shares in WaterPro, Inc.
Kubota Backhoe tractor and accessories
Kubota RTV

8799040_1

EXHIBIT A

Legal Description

Order No.: 02115-BB

Beginning South 0°13'56" West 693 feet and North 89°44' West 1186.89 feet and North 89°32'40" West 800 feet and North 89°53'50" West 254.14 feet more or less and North 6.6 feet more or less and West 296.48 feet more or less from the Northeast Corner of Section 33, Township 3 South, Range 1 East, Salt Lake Meridian; South 30°10'10" West 330.81 feet more or less; South 89°39' West 285.23 feet more or less to the East line of Utah Irrigation Company Canal; North 19°15'42" West 300.82 feet more or less; South 89°39'51" East 553.50 feet more or less to beginning.

Together With: A roadway and utility right of way over the following described parcel of land:

Beginning at the Southeast corner of the above described parcel; and running thence South 89°39' West 809.56 feet; thence South 38°54'30" East 63.94 feet; thence North 89°39' East 740.23 feet; thence North 30°10'10" East 58.04 feet to the point of beginning.

Tax Parcel No.: 28-33-130-024