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11/7/2017 3:40:00 PM \$30.00  
Book - 10617 Pg - 4201-4211  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 11 P.

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

William A. Bindseil  
2505 Ocean Cove Dr.  
Cardiff, CA 92007

590791099A

APN: 28-33-255-025-0000

**DEED OF TRUST, SECURITY AGREEMENT,  
FIXTURE FILING AND ASSIGNMENT OF RENTS**

THIS DEED OF TRUST, SECURITY AGREEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS ("**Deed of Trust**") is made as of November 1, 2017 by ABUNDARE, INC, a California Corporation, whose address is 601 E Palomar St, Suite C454, Chula Vista, CA 91911 as "**Trustor(s)**", to WILLIAM A. BINDSEIL of B2 ENERGIES as "**Trustee**" and as "**Beneficiary**," at 2505 Ocean Cove Dr., Cardiff, CA 92007.

NOW, THEREFORE, TRUSTOR HEREBY IRREVOCABLY GRANTS, CONVEYS, TRANSFERS AND ASSIGNS:

A. To Trustee, in trust, with power of sale, together with right of entry and possession, all of its present and future estate, right, title and interest in and to the real property commonly known as **12894 S Ellerbeck Ln, Draper, UT, 84020**, and more particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Real Property**");

TOGETHER WITH: all buildings, structures, fixtures and improvements of every kind and description now or hereafter constructed or placed thereon, all leases, permits and licenses; all tenements, hereditaments, easements, rights-of-way and appurtenances to said property; and all proceeds, including but not limited to insurance and condemnation proceeds, and claims arising on account of any damage to the Real Property or taking of the Real Property under power or threat of eminent domain, and all causes of action for any loss or diminution in value of the Real Property.

TRUSTOR HEREBY ABSOLUTELY AND UNCONDITIONALLY ASSIGNS, transfers, conveys and sets over to Beneficiary all the rents, royalties, issues, profits, revenue, income and other benefits of the Real Property arising from the use or enjoyment of all or any portion thereof or from any lease or agreement pertaining thereto (collectively, the "**Rents**"); SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Trustor(s) by **Section 2.3** hereof. All of the foregoing property described in this **Paragraph A** shall be deemed to be part of the Real Property.

B. To Beneficiary, as secured party, to the extent of Trustor's interest therein, a security interest in any portion of the Real Property that may be construed to be personal property (the "**Personal Property**").

All of the Real Property and the Personal Property is referred to herein collectively as the “**Property.**”

FOR THE PURPOSE OF SECURING payment of and all obligations evidenced by: (1) that Promissory Note dated as of October 31, 2017 in the face amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) executed and delivered by Trustor(s), as borrower, to Beneficiary, together with interest thereon (the “**Note**”); (2) the performance of every obligation and agreement of Trustor(s) under this Deed of Trust; and (3) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof (including, without limitation, any sums paid by Beneficiary to any senior lenders under any financing secured by the Property), together with interest thereon as herein provided.

**ARTICLE 1**  
**TO PROTECT THE SECURITY OF THIS DEED OF TRUST,**  
**TRUSTOR WARRANTS, REPRESENTS, COVENANTS AND**  
**AGREES:**

1.1 To perform and comply with each and every term, covenant and condition hereof.

1.2 To keep the Property in good condition, working order and repair; not to remove, destroy or suffer the removal or destruction of any building, improvements or fixtures thereon; to operate the Property in a professional and businesslike manner at least consistent with the manner and standard in which the Property is being operated as of the date of this Deed of Trust; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereon; not to commit, suffer or permit any act upon the Real Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to protect and preserve the security of Beneficiary, the specific enumerations herein not excluding the general; to observe and perform all obligations of Trustor(s) under any lease of the Property.

1.3 To provide, maintain and deliver to Beneficiary insurance against all risks of direct physical loss or damage covering the Real Property to the extent of the full replacement value thereof, with loss payable clauses in favor of Trustor(s) and Beneficiary, as their interests appear. In the event of loss, the insurance proceeds shall be made available by Beneficiary for the restoration or repair of the Property damaged, except that if the value of Beneficiary’s security would be impaired following such restoration or repair, the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the Property damaged. In the event that Trustor(s) shall fail to provide satisfactory hazard insurance, Beneficiary may procure, on Trustor(s)’s behalf and at Trustor(s)’s cost, insurance in favor of Beneficiary alone. If insurance cannot be secured by Trustor(s) to provide the required coverage, such inability shall constitute an event of default hereunder.

1.4 To appear in and litigate any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; Beneficiary or Trustee may appear in and litigate any such action or proceedings, including any bankruptcy or condemnation proceeding, affecting the Property, or Beneficiary’s interest therein, in which

event Trustor(s) agrees to pay all reasonable costs and expenses thereof, including attorney's fees and costs of securing evidence of title.

1.5 To pay on or before the due date all taxes and assessments affecting the Property; to pay, 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.

1.6 Should Trustor(s) fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor(s) and without releasing Trustor(s) from any obligation hereof, may: (a) 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 litigate any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, including any bankruptcy proceeding affecting the Property or Trustor; (b) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (c) in exercising any such powers, incur any reasonable liability, expend whatever amounts in its reasonable discretion it may deem necessary, including reasonable attorneys', accountants', and appraisal fees and costs of securing evidence of title, and all amounts so expended shall be obligations of Trustor(s) secured by this Deed of Trust.

1.7 To pay immediately and without demand all sums reasonably expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at the same rate as is provided for in the Note; the repayment of all such sums expended shall be secured hereby.

1.8 Should any action or other proceedings be brought for the enforcement or construction of this Deed of Trust, or any provision contained in this Deed of Trust, or for a determination of any rights or remedies provided for herein, Trustor(s) agrees to pay all reasonable costs and expenses of Beneficiary and Trustee, including reasonable attorneys' fees. Trustor(s)'s obligation for the payment of all such costs, expenses and attorneys' fees shall be secured by this Deed of Trust.

**ARTICLE 2**  
**IT IS MUTUALLY AGREED THAT:**

2.1 Any award of damages in connection with any taking or condemnation or injury to the Property by reason of public use, or for damages resulting from private trespass or injury to the Property, is absolutely and unconditionally assigned and shall be paid to Beneficiary, under the terms and conditions of this Deed of Trust pertaining to Rents. Upon receipt of such money, it shall be made available by Beneficiary for the restoration or repair of any severance damages or other damage or injury to the Property caused by such taking, condemnation or trespass, except that if the value of Beneficiary's security would be impaired following such restoration or repair, Beneficiary may, at its option, apply the same to the indebtedness secured hereby. Trustor(s) agrees to execute such further documents as may be required to effect the assignments herein made as Beneficiary or Trustee may require.

2.2 At any time, without affecting the liability of any person for the payment of the indebtedness secured hereby, and without otherwise affecting the security hereof, Trustee may (a) consent to or join in the making of any map or plat of the property or the granting or creation of any easement thereon or restriction thereof; (b) subordinate this Deed of Trust; (c) extend or modify the term of the loan or loans secured hereby; and (d) recovery without warranty, all or any part of the Property. Trustor(s) agrees to pay reasonable Trustee's fees for any of the foregoing services.

2.3 Prior to any default by Trustor(s) in the payment, observance, performance and discharge of any condition, obligation, covenant, or agreement secured hereby or contained herein, Trustor(s) may, as the agent and fiduciary representative of Beneficiary for collection and distribution purposes only, collect and receive the Rents as they come due and payable; the Rents are to be applied by Trustor(s) to the payment of the principal and interest and all other sums due or payable under the Note and to the payment of all other sums payable under this Deed of Trust and, thereafter, so long as such application and payment has occurred, the balance shall be distributed to the account of Trustor(s). Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, 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 his own name sue for or otherwise collect such Rents, 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; also perform such acts of repair or protection as may be necessary or proper to conserve the value of the Property; also lease the same or any part thereof for such rental term, and upon such conditions as its judgment may dictate. It is understood and agreed that neither the foregoing assignment of income, rents, royalties, revenue, issues, profits and proceeds to Beneficiary nor the exercise by Beneficiary of any of its rights or remedies hereunder shall be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof, nor shall appointment of a receiver for the Property by any court at the request of Beneficiary or by agreement with Trustor(s) or the entering into possession of the Property or any part thereof by such receiver be deemed to make Beneficiary a "mortgagee-in-possession" or otherwise responsible or liable in any manner with respect to the Property or the use, occupancy, enjoyment or operation of all or any portion thereof.

2.4 The entering upon and taking possession of the Property, the collection of such Rents or the proceeds of fire and other insurance policies, or compensation or awards for any taking of or damage to 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.

2.5 The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Breach or default in payment of any principal or interest under the terms of the Note, or any other indebtedness or payments of money evidenced by any note and/or any other indebtedness or payments of money secured hereby; or

(b) Breach or default in payment of any principal or interest under the terms of any senior indebtedness or other indebtedness secured by any interest in the Property; or

(c) Breach or default in performance of any term, covenant, condition or agreement under the Note or this Deed of Trust, whether or not relating to the payment of indebtedness or money, or under any other deed of trust, mortgage, security agreement or other instrument of security which secures the Note (other than any breach or default described in **Section 2.5(a)** above), which breach or default is not cured within ten (10) days after Beneficiary's delivery of written notice of such breach or default to Trustor(s); or

(d) Subject to applicable law, Trustor(s) shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Trustor(s) or of all or any part of the Property, or of any or all of the royalties, revenues, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall generally not pay its debts as such debts become due or shall admit in writing its inability to pay its debts generally as they become due; or

(e) A writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Property, or any judgment involving monetary damages shall be entered against Trustor(s) which shall become a lien on the Property or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within ninety (90) days after its entry or levy.

2.6 Upon the occurrence of any Event of Default, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, may cause the Trustee to sell the Property in accordance with the power of sale granted herein and the applicable state law, and may exercise such other rights and remedies granted by law and equity, which rights and remedies shall be cumulative and not exclusive. Trustee may sell said Property either or in separate parcels, and in such order as it may determine. The purchase price shall be payable in lawful money of the United States at the time of the sale. In exercising the power of sale contained herein, Trustee may hold one or more sales of all or any portion of the property by public announcement at the time and place of sale set forth in the notice thereof, and from time to time thereafter may postpone such sale or sales of all or any portion of the Property to the same or separate days by public announcement at such time fixed by the preceding postponement. Any person, including Trustee or Beneficiary, may purchase at such sale. Beneficiary may credit bid at any such sale, and if Beneficiary is the successful purchaser, it may apply any of the outstanding obligations secured hereby in settlement of the purchase price. Beneficiary may resort to and realize upon the security hereunder and any other real or personal property security now or hereafter held by Beneficiary for the obligations secured hereby in such order and manner as Beneficiary may, in its sole discretion, determine. Resort to any or all such security may be taken concurrently or successively and in one or several consolidated or independent judicial actions or no judicial proceedings, or both.

Beneficiary may proceed as to the Personal Property in accordance with Beneficiary's rights and remedies in respect to the Property or sell the Personal Property separately and without regard to the remainder of the Property in accordance with Beneficiary's rights and remedies provided by the California Uniform Commercial Code, as well as other rights and remedies at law or in equity.

Trustor(s) 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 without limitation the rights provided by California Civil Code Sections 2899 and 3433, as such Sections may be amended from time to time. Each successor and assign of Trustor(s), including without limitation, a holder of a lien subordinate to the lien created hereby (without implying that Trustor(s) has, except as expressly provided herein, a right to grant an interest in, or a subordinate lien on, the Property), by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it gave the waiver itself.

2.7 The failure on the part of the 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 defaults. Subsequent acceptance of any payment by the holder hereof shall not be deemed a waiver of any default by Trustor(s), or of Beneficiary's rights hereunder as the result of any sale, agreement to sell, conveyance, or alienation, regardless of holder's knowledge of such default, sale, agreement to sell, conveyance, or alienation at the time of acceptance of such payment.

2.8 This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of any Note secured hereby; or, if the Note has been sold, pledged, transferred or assigned, the buyer(s), pledgee(s), transferee(s) or assignee(s) thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. All obligations of Trustor hereunder are joint and several.

2.9 Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor(s), Beneficiary or Trustee shall be a party.

2.10 Beneficiary may, from time to time or at any time, substitute a trustee or trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the recorder of the county in which the Property herein described is located, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee named herein.

2.11 IN THE EVENT THE PROPERTY, OR ANY PART THEREOF, OR ANY INTEREST THEREIN, IS SOLD, CONVEYED, ALIENATED, ASSIGNED, ENCUMBERED, HYPOTHECATED, OR OTHERWISE TRANSFERRED IN ANY MANNER OR WAY, WHETHER VOLUNTARILY, INVOLUNTARILY OR BY OPERATION OF LAW (EACH OF SUCH ACTS, TRANSACTIONS OR EVENTS BEING HEREINAFTER REFERRED TO AS A "TRANSFER"), THEN THE ENTIRE UNPAID BALANCE OF THE PRINCIPAL SUM

OF THE NOTE, TOGETHER WITH ALL ACCRUED AND UNPAID INTEREST THEREON AND ALL OTHER SUMS AND OBLIGATIONS SECURED BY THIS DEED OF TRUST, IRRESPECTIVE OF THE MATURITY DATES THEREOF, WILL BE IMMEDIATELY DUE AND PAYABLE WITHOUT DEMAND OR NOTICE, AT THE ELECTION OF BENEFICIARY. TRUSTOR MUST NOTIFY BENEFICIARY PROMPTLY IN WRITING OF ANY PROPOSED OR ACTUAL TRANSFER THAT MAY GIVE RISE TO THE RIGHT OF ACCELERATION HEREUNDER. ANY ATTEMPTED TRANSFER IN VIOLATION OF THIS **SECTION 2.11** WILL CONSTITUTE AN EVENT OF DEFAULT HEREUNDER. FAILURE TO EXERCISE SUCH ELECTION SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT TO EXERCISE THIS ELECTION IN THE EVENT OF A SUBSEQUENT TRANSFER.

2.12 In the event any one or more of the provisions contained in this Deed of Trust or in the Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Deed of Trust or the Note, but this Deed of Trust and the Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

2.13 The right to plead any and all statutes of limitation as a defense to any demand secured by or made pursuant to this Deed of Trust is hereby waived to the full extent permitted by law.

2.14 No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Trustee or Beneficiary or to which either of them may be otherwise entitled may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient, by Trustee or Beneficiary, and either of them may pursue inconsistent remedies.

2.15 Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

2.16 (a) Except as otherwise expressly provided by applicable law relating to any foreclosure of this Deed of Trust, all notices hereunder shall be in writing and shall be mailed or sent by courier or personally delivered, if to Trustor(s), at its address set forth above. Such notices shall, when mailed, be effective when deposited in the mails. Such notices shall, when sent by courier or personal delivery, be effective upon delivery. Such addresses may be changed by notice given in accordance with this paragraph.

(b) Trustor(s) requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor(s) at the address for notices set forth above.

2.17 The Trust created hereby is irrevocable by Trustor(s) unless and until the Property is reconveyed to Trustor(s) as provided in **Section 2.18** hereof.

2.18 Upon written request of Beneficiary stating that all sums secured hereby have been paid and upon surrender to Trustee of this Deed of Trust and the Note for cancellation and

retention and upon payment of its fees, Trustee shall recovery, 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 legally entitled thereto."

2.19 Time is of the essence of the Note and this Deed of Trust, and the performance of all provisions hereof and thereof.

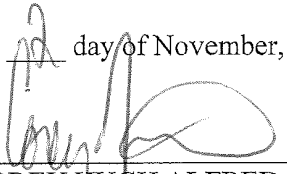
2.20 This Deed of Trust creates a lien on the Property, and to the extent the Property is not real property under applicable law (including, without limitation, goods that are or are to become fixtures) this Deed of Trust constitutes a security agreement under the California Commercial Code and any other applicable law and is filed as a fixture filing.

2.21 This Deed of Trust and the enforcement thereof shall be governed by the internal laws of the State of California.

IN WITNESS WHEREOF, Trustor(s) has executed this Deed of Trust as of the date first written above.

TRUSTOR:  
 ABUNDARE, INC, A CALIFORNIA CORPORATION

Dated this 20 day of November, 2017

  
 By: COREY HUGH ALFRED FINNIE  
 PRESIDENT

STATE OF \_\_\_\_\_ )  
   : ss.  
 COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2017 personally appeared before me, Corey Hugh Alfred Finnie, President of Abundare, Inc. a California Corporation, whose identity has been proven on the basis of satisfactory evidence, being first duly sworn, acknowledges that he executed the foregoing instrument, for the purposes stated therein, of his own voluntary act.

*See attached.*

\_\_\_\_\_  
 NOTARY PUBLIC  
 My Commission Expires:  
 \_\_\_\_\_



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Los Angeles)

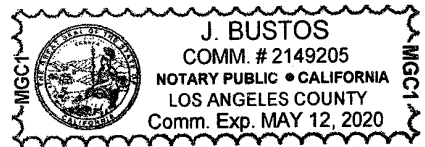
On November 2nd 2017 before me, J. Bustos, Notary Public  
(insert name and title of the officer)

personally appeared Corey Hugh Alfred Finnie  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.


WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)



TRUSTOR:  
ABUNDARE, INC, A CALIFORNIA CORPORATION

Dated this 1st day of November 2017

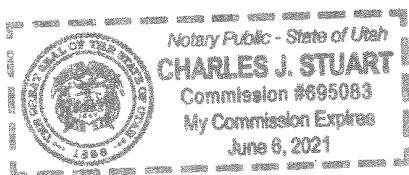
By:   
BRANDON JACOB MACKENZIE  
FINNIE  
DIRECTOR

STATE OF Utah )  
COUNTY OF Utah : ss. )

On the 1st day of November, 2017 personally appeared before me, Brandon Jacob MacKenzie Finnie, Director of Abundare, Inc. a California Corporation, whose identity has been proven on the basis of satisfactory evidence, being first duly sworn, acknowledges that he executed the foregoing instrument, for the purposes stated therein, of his own voluntary act.

  
NOTARY PUBLIC  
My Commission Expires:

6/6/2021



**EXHIBIT A**

**Legal Description**

Real property in the County of Salt Lake, State of Utah, described as follows:

Lot 17, Hickory Ridge Amended, according to the official plat thereof on file and of record in the Salt Lake County recorder's office.

APN: **28-33-255-025-0000**

Commonly referred to as: 12894 S Ellerbeck Ln, Draper, UT, 84020