

WHEN RECORDED, MAIL TO:
Admiral Byrd Plaza, LLC
2454 North Highway 89
Ogden, Utah 84404

Space above This Line for Recorder's Use

100445-CAH

*Trust Deed with Assignment of Rents
and Fixture Financing Statement*

THIS TRUST DEED (the "*Trust Deed*"), made effective this ^{21st} day of September 2018 between NUPETCO ASSOCIATES, LLC, "*Trustor*," whose address is 2001 Windsor Street, Salt Lake City, Utah 84105, COTTONWOOD TITLE INSURANCE AGENCY, INC., a title insurance agency licensed in Utah, "*Trustee*," and ADMIRAL BYRD PLAZA, LLC whose address is 2454 North Highway 89, Ogden, Utah 84404, as "*Beneficiary*."

WITNESSETH: That Trustor CONVEYS AND QUITCLAIM TO TRUSTEE IN TRUST, WITH POWER OF SALE, all of Trustor's right, title and interest in and to the following described property situated in Salt Lake County, State of Utah (the "*property*" or the "*Property*");

See exhibit A that is attached hereto and that is incorporated herein by reference.

Tax parcel identification numbers: 07-36-151-011, 07-36-151-009 and 07-36-151-010

TOGETHER WITH any easements, rights-of-way and other matters benefitting the Property;

TOGETHER WITH any improvements to the foregoing property (the "*Improvements*") and all goods that are or are to become fixtures (the "*Fixtures*") attached to the foregoing property or related to the foregoing property in any way, but only to the extent that Trustor has any interest therein.

FOR THE PURPOSE OF SECURING: (1) the payment and performance by Trustor of all obligations under that certain promissory note that is in the original principal amount of \$700,000.00, that is dated on or about the date of this Trust Deed and any extensions, renewals and/or modifications thereof (sometimes referred to in this Trust Deed as the "*Note*" or "*note*"); (2) [intentionally deleted]; (3) the payment of loans or advances as hereafter may be made by Beneficiary to Trustor or Trustor's successors or assigns, either alone or with others, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; (4) all documents and instruments that further evidence or secure any of the foregoing; and (5) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

Trustor presently assigns to Beneficiary all of Trustor's right, title and interest in and to all present and future leases of the Property (the "*Leases*") and all rents from the Property (the "*Rents*") as additional security for repayment of the obligations secured by this Trust Deed. In addition, Trustor grants Beneficiary a Uniform Commercial Code security interest in the Rents deriving from the Property and the Fixtures.

*NOTE: Trustee must be an active member of the Utah State Bar who maintains a place within the state where the trustor or other interested parties may meet with the trustee; any depository institution as defined in Utah Code Ann. § 7-1-103 (1953, as amended from time to time), or insurance company authorized to do business and actually doing business in Utah under the laws of Utah or the United States; any corporation authorized to conduct a trust business in Utah under the laws of Utah or the United States; any title insurance company or agency that meets the requirements of the Utah trust deed act; any agency of the United States government; or any association or corporation that is licensed, chartered or regulated by the Farm Credit Administration or its successor.

This Trust Deed serves also as a fixture financing statement under the Utah Uniform Commercial Code. This Trust Deed is to be filed in the real estate records of the Salt Lake County, Utah Recorder. The legal description of the Property is set forth above. The record owner of the Property is Trustor.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property and all Improvements in good condition and repair; not to remove or demolish any building thereon, 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 said property, Improvements and Fixtures; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the financing secured hereby or any part thereof is being obtained for the purpose of financing construction of Improvements, Trustor further agrees:

1.1. To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

1.2. To allow Beneficiary to inspect said property, Improvements and Fixtures at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may reasonably require on the Improvements now existing or hereafter erected or placed on said property and against liability for activities on the Property. Such insurance shall be carried with companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary and with requirements that the insurer notify Beneficiary at least 10 days in advance of the cancellation of any such insurance. At least annually, Trustor shall provide Beneficiary with evidence that the required insurance is in full force and effect. Unless Beneficiary and Trustor agree in writing, insurance proceeds shall be applied to restoration or repair of the property, Improvements and Fixtures damaged, if the restoration or repair is economically feasible and Beneficiary's security is not lessened. If the restoration or repair is not economically feasible or Beneficiary's security would be lessened, then the insurance proceeds shall be applied to the sums secured by this Trust Deed, whether or not then due, with any excess paid to Trustor. If Trustor abandons the property, or does not answer within 30 days a notice from Beneficiary that the insurance carrier has offered to settle a claim, then Beneficiary may collect the insurance proceeds. Beneficiary may use the proceeds to repair or restore the property, Improvements and Fixtures or to pay sums secured by this Trust Deed, whether or not then due. The 30-day period will begin when the notice is given.

3. To deliver to, pay for and maintain with Beneficiary until the obligations secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance (but only to the extent that the same is available at commercially reasonable costs) and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, Improvements and Fixtures, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay before delinquency all taxes and assessments affecting said property, Improvements and Fixtures, including all assessments upon water company stock and all Rents, assessments and charges for water, appurtenant to or used in connection with said property and common area assessments payable under easements, covenants and restrictions burdening the property; to pay, when due, all encumbrances, charges, and liens with interest, on said property, Improvements or Fixtures or any part thereof, which at any time appear to be prior or

superior hereto; to pay all costs, fees, and expenses of this Trust; Trustor shall pay the foregoing assessments directly to the party owed such sums.

6. Should Trustor fail to make any payment or to do any act as herein provided, or fail to perform any of Trustor's obligations under the Note or any other secured obligations, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay reasonable professional fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the default rate of interest set forth in the Note and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or Improvements or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, Improvements and Fixtures, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any obligations secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the obligations secured hereby, Trustee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all Rents, issues, royalties, and profits of the property affected by this Trust Deed and of any Improvements, Fixtures and personal property located thereon. Until Trustor shall default in the payment of any obligations secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all 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, Improvements and Fixtures 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 contained herein, 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.

11. Upon any default by Trustor or other obligors hereunder or under the Note or any other obligations secured hereby, 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 obligations hereby secured, enter upon and take possession of said property, Improvements, Fixtures 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 obligations secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, Improvements and Fixtures, 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, Improvements and Fixtures 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.

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

14. Time is the essence hereof. Upon default by Trustor or other obligors in payment of any obligations secured hereby or in the performance of any agreement hereunder and failure by Trustor or such obligors to cure the default within five days after Beneficiary gives written notice of the default, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property, Fixtures and Improvements to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause the person deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than the period of time permitted for postponement under applicable Utah law, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its deed (the "*Trustee's Deed*") conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Beneficiary may apply the amount of the obligations secured by this Trust Deed toward satisfaction of any amounts bid by Beneficiary at the sale. Trustee shall apply the proceeds of the sale to payment of: (a) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (b) the cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (c) all sums expended under the terms hereof, not then repaid, with accrued interest at the default rate of interest set forth in the note from date of expenditure; (d) all other sums then secured hereby; and (e) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the county clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder or under the Note or any other obligations secured hereby and failure by Trustor or other obligors to cure the default within five days after Beneficiary gives written notice of the default, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, devisees, personal representatives, successors and assigns. All obligations of Trustor hereunder are joint and several. In this Trust Deed, the term "*Beneficiary*" shall mean the owner and holder, including any pledgee, of the note and obligations secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

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

20. This Trust Deed shall be construed according to the local laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth.

22. Without the prior written consent of Beneficiary, which Beneficiary may give or withhold in its sole discretion, Trustor shall not further encumber (except for current year's real property taxes), convey, sell, exchange, dispose of, assign, transfer or otherwise alienate the Property, Improvements, Fixtures or any part thereof, interest therein or title thereto, in any manner or way, whether voluntarily or involuntarily (nor shall Trustor make any agreement or commitment to do, or consent or permit to be done, any of the foregoing). Upon the breach of any of the foregoing provisions, Beneficiary may declare the obligations secured by this Trust Deed to be due and payable immediately. Any change in the legal or equitable ownership of the Property or Improvements, whether or not of record, or any change in the form of entity or ownership of Trustor, shall be deemed to be a prohibited transfer of an interest in the Property.

23. In this paragraph, the following terms shall have the meanings indicated:

23.1 "*Hazardous Material*" means any substance: (a) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or (b) which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant or contaminant under any federal, state or local statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. section 9601 *et seq.*) ("*CERCLA*") and/or the Resource Conservation and Recovery Act (42 U.S.C. section 6901 *et seq.*) ("*RCRA*"); or (c) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Utah or any political subdivision thereof; or (d) the presence of which on the Property causes or threatens to cause a nuisance upon the Property or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Property; or (e) the presence of which on adjacent properties could constitute a trespass by Trustor; or (f) that contains gasoline, diesel fuel or other petroleum hydrocarbons.

23.2 "*Environmental Requirements*" means all applicable present and future statutes, regulations, rules, permits, orders, plans, authorizations and similar items of all governmental agencies relating to the protection of human health or the environment, including, without limitation: (a) all requirements pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials, chemical substances, pollutants, contaminants, or hazardous or toxic substances, materials or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of chemical substances, pollutants, contaminants, or Hazardous or toxic Substances, materials, or wastes, whether

solid, liquid, or gaseous in nature; and (b) all requirements pertaining to the protection of the health and safety of employees or the public.

Except in strict compliance with all Environmental Requirements, Trustor shall not cause, permit or suffer any Hazardous Material or underground storage tanks to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Property or any portion thereof by Trustor, its agents, employees, contractors, tenants or invitees, or any other person; excepting, however, any such conditions existing on the property on the date of this Trust Deed. Trustor shall comply with all Environmental Requirements applicable to the use or occupancy of the Property. Beneficiary shall have the right, in its sole and absolute discretion, but not the duty, to enter and conduct an inspection of the Property at any reasonable time to determine whether Trustor is complying with the foregoing requirements. Trustor shall provide to Beneficiary copies of all notices that it gives to or receives from governmental agencies with respect to Environmental Regulations. If: (a) any Hazardous Material is located on the Property, (b) there is any violation of an Environmental Requirement or (c) there is any environmental impairment or contamination of the property, then at Beneficiary's written election Trustor waives the requirement, if it is applicable, that Beneficiary exercise its remedies against the property under Utah Code Ann. § 78-37-1 (the Utah one form of action rule). Trustor shall indemnify Trustee and Beneficiary and its successors, assigns and legal representatives from and against any and all losses, damages, claims, injuries, causes of action, demands, obligations, suits, controversies, costs, expenses (including, without limitation, litigation expenses and attorney's fees, whether they are incurred with or without the filing of a suit or on appeal or otherwise, and whether they relate to the defense of any claims made against the indemnified parties by third parties or to the enforcement of the indemnity by the indemnified parties against Trustor), liabilities, judgments and liens, of whatever kind or character, that are caused by, that relate to or that arise out of any violation of the foregoing covenants or the non-compliance of the Property with Environmental Requirements, except as set forth above; this indemnity shall survive the repayment of the obligations secured hereby and the reconveyance of this Trust Deed.

24. Without limiting any of Beneficiary's rights and remedies under this Trust Deed, in the event of default hereunder or under any obligations secured by this Trust Deed, Beneficiary shall have all rights of a secured party under the Utah Uniform Commercial Code with respect to the Fixtures.

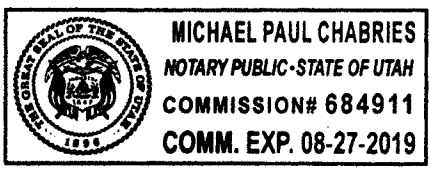
Signature of Trustor

NUPETCO ASSOCIATES, LLC,
a Utah limited liability company

By: Wayne G. Petty
WAYNE G. PETTY, Manager

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of September 2018 by Wayne G. Petty, as the manager of and on behalf of NUPETCO ASSOCIATES, LLC, a Utah limited liability company.



Michael P. Chabries
Notary Public

*Exhibit A to
Trust Deed with Assignment of Rents
and Fixture Financing Statement*

Legal Description of Property

The following real property located in Salt Lake County, Utah:

PARCEL 1:

Beginning at a point which is 2689.96 feet South and 583.55 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58' West 279.51 feet along the North right of way line of Amelia Earhart Drive; thence North 00°02' West 202.16 feet; thence North 89°58' East 50.69 feet; thence North 00°02' West 82.84 feet; thence North 89°58' East 399.52 feet; thence South 00°02' East 92.50 feet; thence South 89°58' West 170.50 feet; thence South 00°02' East 192.50 feet to the point of beginning.

PARCEL 2:

Beginning at a point which is 2488.11 feet South and 53.92 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence North 00°02'54" East 312.84 feet along the East right of way line of 5600 West; thence North 89°58' East 246.25 feet; thence South 00°02' East 50.00 feet; thence North 89°58' East 66.00 feet; thence South 00°02' East 180.00 feet; thence South 89°58' West 12.00 feet; thence South 00°02' East 82.84 feet; thence South 89°58' West 300.69 feet to the point of beginning.

PARCEL 3:

Beginning at a point which is 2404.86 feet South and 753.89 feet East of the Northwest corner of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58' West 387.32 feet; thence North 00°02' West 180.00 feet; thence North 89°58' East 189.32 feet; thence North 00°02' West 10.00 feet; thence North 89°58' East 198.00 feet; thence South 00°02' East 190.00 feet to the point of beginning.

PARCEL 4:

A non-exclusive right of way for access over those portions of Common Access Roads as defined in that certain Restated and Amended Declaration of Covenants, Conditions and Restrictions for Admiral Byrd Plaza recorded February 18, 1983 as Entry No. 3761024 in Book 5439 at Page 286 of official records.

Tax parcel identification numbers:

07-36-151-011

07-36-151-009

07-36-151-010

4831-4991-7808, v. 1