

Zions First National Bank
One South Main Street, Suite 300
Salt Lake City, UT 84133
Attn: Nicholas Griffiths

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4/24/2017 10:04:00 AM \$18.00
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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 5 P.

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COLLATERAL ASSIGNMENT OF TRACK LICENSE AGREEMENT

This Collateral Assignment of Track License Agreement (this "*Agreement*") is entered into as of April 21, 2017, by and between Caballero, L.L.C., a Utah limited liability company ("*Assignor*"), and ZB, N.A. dba Zions First National Bank ("*Lender*").

Recitals

A. Assignor is obligated to Lender pursuant to the terms of a Business Loan Agreement and Promissory Note, both dated April 21, 2017 (collectively the "*Loan Agreement*"), in the stated principal amount of \$2,000,000.00 (the "*Loan*").

B. Assignor has entered into a Track License Agreement, dated as of September 1, 2015 (as may be amended, the "*License*") with Assignor as "Licensor" and Salt Lake Garfield and Western Railroad Company, a Utah corporation, as "Licensee" ("*Licensee*") with respect to the real property located in Salt Lake County, Utah and described on Exhibit A attached hereto and incorporated herein.

C. As a condition precedent to the Loan, Lender requires a collateral assignment of all, right title and interest of Assignor in and to the rights arising under the License, together with a security interest in all rights, interests and title of the Assignor with respect to accounts, payment intangibles, other general intangibles and all payments and proceeds with respect thereto.

Agreement

In consideration of the foregoing and of the mutual covenants, promises and agreements hereinafter set forth, the parties hereto agree as follows:

1. Collateral Assignment, Pledge and Grant of Security Interest. As collateral for Assignor's obligations to Lender under the Loan, the Loan Agreement and all other documents executed therewith, whether now existing or hereafter arising (collectively the "*Loan Documents*"), Assignor hereby assigns, transfers, pledges and grants a security interest to Lender in all of Assignor's right, title and interest, whether now owned or hereafter acquired, in, to and under the License and any other license agreement executed as replacement or modification therefor, as may be amended, together with all license payments, accounts, contract rights, payment intangibles, deposit accounts, and general intangibles with respect thereto or arising therefrom, whether now existing or hereafter arising, together with all proceeds therefrom (collectively the "*License Collateral*").

2. Other Action. Assignor shall take all such other actions and execute such other documents as shall be reasonably required by Lender to complete and perfect the assignment and security interests granted hereby in the License Collateral and in the proceeds of the same.

COURTESY RECORDING
This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Agency hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

3. Representations, Warranties and Covenants of Assignor. Assignor hereby represents, warrants and covenants to Lender, as of the effective date of this Assignment as follows:

- a. The License represents a valid, binding and enforceable agreement, subject to bankruptcy law and equitable principles.
- b. The License is assignable by the Assignor.
- c. There are no amendments to the License which have not been delivered to Lender.

4. Events of Default. An Event of Default under the Loan Agreement shall constitute an Event of Default hereunder.

5. Rights Upon Default. Upon the occurrence of any Event of Default, Lender may pursue any and all remedies available to it (or to Assignor) at law or in equity to enforce the terms of the License Collateral. Lender shall be entitled to all of the rights of Assignor under the License including, without limitation, the right to enforce remedies under the License in the event of any default thereunder. Lender does not, however, assume any obligations of Assignor under or with respect to the License Collateral, and Assignor hereby agrees to indemnify, defend and hold Lender harmless from and against any third party claims, suits, actual costs, damages (excluding lost profits and other consequential damages), liabilities and demands whatsoever (including reasonable attorneys' fees) incurred by or asserted against Lender in connection with the License Collateral, except as and to the extent such assertions against the Lender are due to the gross negligence or willful misconduct of Lender.

6. Transfer of License Collateral With Indebtedness. Upon the transfer of Lender's interest in the Loan, which transfer may be made at any time by Lender, Lender may transfer all of the License Collateral, and the transferee shall be vested with all the rights and powers of Lender hereunder with respect to such License Collateral.

7. Miscellaneous. The rights, powers, and remedies given to Lender by this Agreement, the Loan Documents and associated documents and arrangements shall be in addition to all rights, powers and remedies given to Lender by virtue of any statute or rule of law. Any forbearance, failure or delay by Lender in exercising any right, power or remedy hereunder shall not be deemed to be a waiver of any such right, power or remedy; and any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and every right, power and remedy of Lender shall continue in full force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by Lender. This Agreement shall be governed by the laws of the State of Utah. This Agreement shall be binding upon and inure to the benefit of Lender, Assignor and their respective successors and permitted assigns, provided Assignor shall not be permitted to assign its rights or delegate its duties hereunder without the prior written consent of Lender. This Agreement may be executed by the parties in separate counterparts and shall be effective upon the affixation of signatures by each party to a complete counterpart and such counterparts shall constitute a single integrated document and agreement.

10. Termination. Upon payment in full and termination of the Loan this Agreement shall automatically terminate, without any further action of any kind on the part of either Assignor or Lender.

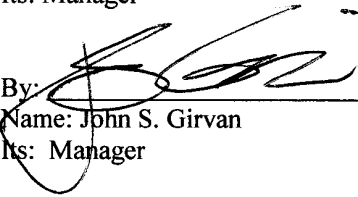
****Signatures on following page****

IN WITNESS WHEREOF, the parties cause the execution of this Agreement on the day and date first set forth hereinabove.

ASSIGNOR:

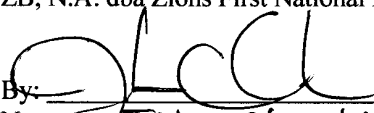
CABALLERO, L.L.C.

By: PGJG, LLC
Its: Manager

By: 
Name: John S. Girvan
Its: Manager

LENDER:

ZB, N.A. dba Zions First National Bank

By: 
Name: Jake Christensen
Its: Vice President

ACKNOWLEDGMENTS

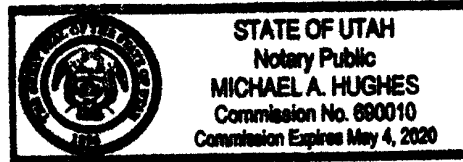
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of April, 2017, by John S. Girvan, the Manager of PGJG, LLC, as the Manager of Caballero, L.L.C., a Utah limited liability company.

Michael Hughes
Notary Public

My commission expires: 4 MAY 2020

Residing at: SALT LAKE CITY, UT



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

The foregoing instrument was acknowledged before me this 21 day of April, 2017, by Jake Christensen as Vice President of ZB, N.A. dba Zions First National Bank.

[Signature]
Notary Public

My commission expires: 05/02/20

Residing at: Salt Lake



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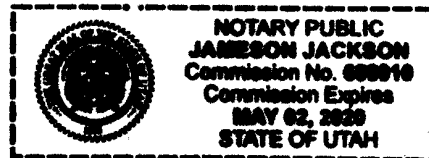


EXHIBIT A

PROPERTY DESCRIPTION

Real property located in Salt Lake County, Utah:

Tax Parcel No. 07-34-300-001

An area of land for a track ground lease agreement, situate in the S1/2 of Section 34 and the SW1/4 of Section 35, Township 1 North, Range 2 West and the N1/2 of Section 3 and the NW1/4 of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian more particularly described as follows. Beginning at a point N 89°58'30" E 268.41 feet along the section line from the Southwest Corner of said Section 34, said point being the westerly edge of a railroad bumper on the Salt Lake Garfield & Western Railway main line; thence N 0°01'30" W 66.00 feet to the southerly right of way and no-access line of the I-80 Freeway Ramp known as "D-Line"; thence N 89°56'16" E 77.49 feet along said southerly line; thence continuing along said southerly line N 70°56'16" E 257.37 feet; thence leaving said southerly line N 89°58'30" E 4949.18 feet parallel with the Salt Lake Base Line and 150.00 feet perpendicularly distant North from the southerly section lines of said Sections 34 and 35; thence S 0°01'30" E 216.00 feet across the section line to a point 66.00 feet perpendicularly distant from the North line of said Section 2; thence S 89°58'30" W 5269.96 feet parallel with the Salt Lake Base Line 66.00 feet perpendicularly distant south from the North line of said Section 3; thence N 0°01'30" E 66.00 feet to the section line and point of beginning. The area of the track ground lease is 1,121,598 square feet or 25.748 acres more or less.