

WHEN RECORDED MAIL TO:

MANGO LABS, LLC.
Attn: Matthew B. Garff
is 111 East Broadway, #900
Salt Lake City, Utah 84111,

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Mary Ann Trussell, Summit County Utah Recorder
06/21/2018 02:30:30 PM Fee \$33.00
By Cottonwood Title Insurance Agency, Inc.
Electronically Recorded

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Tax Parcel Nos. Parcel CD-158; Parcel CD-158-B; Parcel CD-168; Parcel CD-168-A;
Parcel CD-174-A; Parcel CD-174-A-1

TRUST DEED AND ASSIGNMENT OF RENTS

THIS TRUST DEED AND ASSIGNMENT OF RENTS (the "Trust Deed") is made this 15th day of June, 2018, between **MANGO LABS, LLC**, a Utah limited liability company, as TRUSTOR, whose address is 111 East Broadway, #900, Salt Lake City, Utah 84111; **COTTONWOOD TITLE INSURANCE AGENCY, INC.**, as TRUSTEE, whose address is 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121; and **TRUE ROUNDY ENTERPRISES, LTD.**, a Utah limited partnership, whose address is 305 East 300 South, Lehi, Utah 84043, Attn: Hannah Braithwaite, and **VERNA ROUNDY WILDE, LLC**, a Utah limited liability company, whose address is 11974 South Pineridge Road, Sandy, UT 84094, Attn: George Wilde, collectively, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS, TRANSFERS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described real property and improvements, situated in Summit County, State of Utah:

See Exhibit A attached hereto and made a part hereof.

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; to have and to hold the same, together with all buildings, structures and improvements now or hereafter placed on the property and all alterations, additions or improvements now or hereafter made thereto, and together with all easements, rights of way, covenants benefiting the property, singular lands, tenements, hereditaments, reversions, remainders, rents, leases, receipts, accounts, contract rights, contracts of sale or other dispositions, instruments, documents, general intangibles, issues, profits, privileges, water rights, and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to said property, and together with all proceeds therefrom including without limitation insurance proceeds (all of the foregoing shall hereinafter be referred to as the "Property").

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note of even date herewith, in the stated sum of **\$486,000.00** (the "Note"), made by Trustor to Beneficiary, with interest as therein set forth, and any extensions, renewals or modifications thereof; (2) the performance of each agreement of Trustor set forth in this Trust Deed; (3) the payment of such additional loans or advances as hereafter may be made to Trustor when

evidenced by a promissory note or other document reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

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

1. To keep the Property in good condition and repair; not to remove or demolish any building or improvement; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use, zoning or protection of the environment, not to commit or permit waste on the Property; to do all other acts which from the character or use of the Property may be reasonably necessary. If the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on the Property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect the Property 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 paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act on those facts and statements in accordance with this Trust Deed.

2. To provide, maintain and deliver to Beneficiary insurance, of such type or types and amounts or as Beneficiary may require, on the improvements now existing or hereafter constructed or placed on the Property, with loss payable clauses and mortgagee clauses in favor of and in form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary alone instead of to Trustor and Beneficiary jointly, and 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 damage.

3. Trustor covenants, warrants and agrees with Beneficiary, and its successors and assigns, that Trustor owns the Property in fee simple free from any prior lien or encumbrance, that this Trust Deed is and will remain a valid and enforceable first priority lien on the Property, that Trustor, at its expense, will preserve such title and will maintain this Trust Deed as a first and paramount lien upon the Property and will forever warrant and defend the validity and priority of the lien hereof against the claims of all persons and parties whomsoever. Trustor, at its expense, will cause this Trust Deed, and each amendment or supplement hereto, to be filed and recorded in such manner and in such place and will take such action as in the opinion of Trustee may be required by any present or future law in order to perfect, maintain and protect the lien of this Trust Deed, as the same may be amended or supplemented from time to time. Trustor will make such further assurance or assurances to perfect its title to the Property as may be required by Beneficiary. To appear in and defend any action or proceeding purporting to affect the liens and security interests granted hereby, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary 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 attorneys' fees incurred by Beneficiary.

4. To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses incurred in connection with this Trust Deed.

5. Upon an event of default under this Trust Deed or the Note and including Trustor's failure to make any payment or to do any act as provided in this Trust Deed, 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 thereof, may (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (iv) 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 and the employment of attorneys.

6. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Note. If no default rate is given, such interest shall accrue at the per annum rate set forth in the Note until paid. The repayment of such sums and interest shall be secured hereby.

7. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.

8. Environmental Indemnification.

(a) The Trustor shall neither use nor permit any third party to use, generate, manufacture, produce, store, or release, on, under or about the Property, or transfer to or from the Property, any Hazardous Substance (defined below), except in compliance with all Environmental Laws (defined below), and shall otherwise comply, at the Trustor's sole expense and responsibility, with all Environmental Laws, provided that if any such occurrence shall nevertheless happen, the Trustor shall promptly remedy such condition, at its sole expense and responsibility. The Trustor shall not permit any environmental liens to be placed on any portion of the Property. The Trustor shall promptly notify the Beneficiary in writing if (a) any of the representations and warranties herein are no longer accurate, (b) there may be any Hazardous Substance in, on or around the Property or the soil, groundwater or soil vapor on or under the Property, or (c) any violation of any Environmental Law on or affecting or otherwise in respect of the Property has occurred. The Beneficiary and its agents shall have the right, and are hereby authorized, at any reasonable time to enter upon the Property for the purposes of observing the Property, taking and removing soil or groundwater samples, and conducting tests and/or site assessments on the Property, or taking such other actions as the Beneficiary deems necessary or advisable to cleanup, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous Substances on or affecting the Property following receipt of any notice from any person or entity asserting the existence or possible existence of any Hazardous Substances pertaining to the Property, that, if true, could jeopardize the Beneficiary's security for the Obligations. All reasonable costs and expenses paid or incurred by the Beneficiary in the exercise of any such rights shall be secured hereby and shall be payable

by the Trustor upon demand.

(b) The Trustor shall indemnify and hold the Beneficiary, its directors, officers, employees, agents, employees, successors and assigns, harmless from, for and against any and all actions, causes of action, claims, liabilities, damages (including foreseeable and unforeseeable consequential damages), losses, fines, penalties, judgments, awards, settlements, and costs and expenses (including, without limitation, reasonable attorneys' fees, experts', engineers' and consultants' fees, and costs and expenses of investigation, testing, remediation and dispute resolution) (collectively referred to as "**Environmental Costs**") that directly or indirectly arise out of or relate in any way to: (a) Any investigation, cleanup, removal, remediation, or restoration work of site conditions of the Property relating to Hazardous Substances; (b) Any resulting damages, harm, or injuries to the person or property of any third parties or to any natural resources involving Hazardous Substances relating to the Property; (c) Any actual or alleged past or present disposal, generation, manufacture, presence, processing, production, release, storage, transportation, treatment, or use of any Hazardous Substance on, under, or about the Property; (d) Any actual or alleged past or present violation of any Environmental Law relating to the Property; (e) Any lien on any part of the Property under any Environmental Law; or (f) Breach of any representation or warranty by or covenant of the Trustor herein. Notwithstanding anything contained herein to the contrary, the foregoing indemnity shall not apply to (i) matters resulting from the gross negligence or willful misconduct of the Beneficiary, or (ii) matters resulting solely from the actions of the Beneficiary. This indemnity shall continue in full force and effect and shall survive the payment and performance of the Obligations, the release of record of the lien, or any foreclosure (or action in lieu thereof), of this Trust Deed, the exercise by the Beneficiary of any other remedy under this Trust Deed or any other document or instrument evidencing or securing the Obligations, and any suit, proceeding or judgment against the Trustor by the Beneficiary hereon.

(c) As used herein: the term "**Hazardous Substance**" shall mean any substance, material, or waste that is (a) included within the definitions of "hazardous substances," "hazardous materials," "hazardous waste," "toxic substances," "toxic materials," "toxic waste," or words of similar import in any Environmental Law, (b) listed as hazardous substances by the United States Department of Transportation or by the Environmental Protection Agency, or (c) petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical; and the term "**Environmental Law**" shall mean any federal, state or local law, rule, regulation, decision, policy or guideline, pertaining to Hazardous Substances, or protection of the environment, and all present and future amendments thereto.

IT IS MUTUALLY AGREED THAT:

9. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, earthquake, or flood, or in any other manner, Beneficiary shall be entitled to receive independently and solely 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, right of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness 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.

10. 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 Trust Deed Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the 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 the Property; and (e) take other or additional security for the payment thereof. 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 the truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. Upon any default hereunder or any default under the indebtedness 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 such receiver without the posting of a bond or undertaking and consenting to the appointment of Beneficiary as such receiver), and without regard to the value of the Property or the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the 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 attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties and profits of the Property 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 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, 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.

13. 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 irrevocably consenting to the appointment of such receiver), 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 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 attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of the Property, the appointment of a receiver, 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 the Property, and the application thereof shall not cure or waive any default or notice of default hereunder or under the Agreement

nor invalidate the rights of Beneficiary upon such default or under the notice of default nor any act done pursuant to such notice of default.

15. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

16. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

17. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or in the Trust Deed Note, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. In the event of such default, and upon ten (10) day written notice from Beneficiary to Trustor of such acceleration, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall, if requested, deposit with Trustee, the Note and all documents evidencing expenditures secured hereby.

18. At any time 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, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, 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 reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Trustee's deed conveying the 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. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorneys' fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the Trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the default rate set forth in the Note or the Agreement, or, if no default rate is given, at the per annum rate set forth in the Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

19. Upon the occurrence of any default hereunder or any default under the indebtedness secured hereby, including a default under the Trust Deed Note, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable in full 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 proceeds all costs and expenses incident thereto including

appraisals, environmental audits, title reports, court costs and attorneys' fees in such amount as shall be fixed by the court.

20. 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 the 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 without notice 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.

21. The rights and remedies of Beneficiary under this Trust Deed are cumulative and are in addition to any other remedies provided by law. The exercise by Beneficiary of one right or remedy under this Trust Deed shall not constitute an election of remedies to the exclusion of other rights and remedies. Trustor hereby waives all claims that Beneficiary marshal assets of Trustor in collecting the indebtedness secured hereby. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Trust Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. If all or any part of the Property or an interest therein is sold or transferred voluntarily or involuntarily by Trustor directly or indirectly without Beneficiary's prior written consent, excluding a transfer by devise, descent or by operation of law upon the death of a joint tenant, then Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable in full. Trustor shall not further mortgage, lien or encumber the Property, or any interest therein, without Beneficiary's prior written consent.

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

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

23. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed or the rights of Beneficiary hereunder.

25. 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.

26. 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 a 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.

[Signature to Follow]

**EXHIBIT A
TO
TRUST DEED AND ASSIGNMENT OF RENTS**

(Legal Description of Property)

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

The Northwest quarter of the Southwest quarter of Section 26, Township 1 South, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah.

ALSO: A tract of land being the same as described in a Special Warranty Deed recorded as Entry No. 489611 in Book 1083 at Page 791 on October 14, 1997 in the deed records of Summit County, Utah, said tract being located in the Southwest quarter of the Northwest quarter of Section 26, Township 1 South, Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, having a basis of bearing along a section line of North 00°46'37" East between the Southwest corner (being a rebar which is approximately 6 feet Westerly of an existing fence corner) and the Northwest corner (being a stone monument located a distance of 5,154.18 feet on a bearing of North 00°46'37" East from said Southwest rebar corner), said tract being more particularly described as follows:

Beginning at the West quarter corner of said section as established by survey (said West quarter corner being located 2,577.08 feet, more or less, North 00°46'37" East along said section line from said Southwest corner rebar); running thence North 00°46'37" East 319.85 feet (North 20 rods by said deed) along said section line; thence South 89°46'20" East 1,267.32 feet (East 80 rods by said deed) to sixteenth section line as surveyed; thence South 00°21'26" East 323.91 feet (South 20 rods by said deed) along said sixteenth section line to the center-center West sixteenth corner (said corner being the Southeast corner of the Southwest quarter of the Northwest quarter of said Section 26); thence North 89°35'22" West 1,273.70 feet (West 80 rods by said deed) along said sixteenth line to the point of beginning.

PARCEL 2:

The North half of the Northeast quarter of Section 34, Township 1 South, Range 5 East, Salt Lake Base and Meridian.

PARCEL 3:

The Northwest quarter of the Southwest quarter of Section 36, Township 1 South, Range 5 East, Salt Lake Base and Meridian.

Tax Id No.: CD-158, CD-158-B, CD-168, CD-168-A, CD-174-A and CD-174-A-1

In addition, Seller transfers all of Seller's right, title, and interest in and to all shares owned by Seller in South Peoa Stock Range Company (totaling 1161 shares) as PERSONAL property and not a part of the insured REAL PROPERTY estate.