

153516 - CPU

Tax Serial Number:
21-15-127-001; 21-15-127-005

RECORDATION REQUESTED BY:

CENTRAL BANK
SBA LOAN DEPARTMENT
75 N UNIVERSITY AVE
PROVO, UT 84601

13887461 B: 11303 P: 9633 Total Pages: 6
02/08/2022 04:48 PM By: ndarmiento Fees: \$40.00
REL- RELEASE

WHEN RECORDED MAIL TO:

CENTRAL BANK
SBA LOAN DEPARTMENT
75 N UNIVERSITY AVE
PROVO, UT 84601

Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

SEND TAX NOTICES TO:

GOLDEN HALO, LLC
PO BOX 521155
SALT LAKE CITY, UT 84152-1155

FOR RECORDER'S USE ONLY

LANDLORD'S RELEASE

THIS LANDLORD'S RELEASE is entered into among GOLDEN HALO, LLC; and TROLLEY WING COMPANY ("Borrower"), whose address is PO BOX 521155, SALT LAKE CITY, UT 84152-1155; CENTRAL BANK ("Lender"), whose address is SBA LOAN DEPARTMENT, 75 N UNIVERSITY AVE, PROVO, UT 84601; and GOLDEN HALO, LLC ("Landlord"), whose address is PO BOX 521155, SALT LAKE CITY, UT 84152-1155. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with Lender and Borrower as follows.

COLLATERAL DESCRIPTION. The word "Collateral" means certain of Borrower's personal property in which Lender has acquired or will acquire a security interest, including without limitation the following specific property:

ALL FURNITURE, FIXTURES AND EQUIPMENT.

DISCLAIMER OF INTEREST. Landlord hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Landlord to Lender in this Agreement.

ENTRY ONTO PREMISES. Landlord and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing the Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a reasonable time after Lender receives notice in writing from Landlord that Borrower no longer is in lawful possession of the Premises. If Lender enters onto the Premises and removes the Collateral, Lender agrees with Landlord not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Landlord for the cost of repair.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement: This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Landlord respecting subordination of the claim or claims of Landlord in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Landlord's behalf. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Landlord and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness.

AMENDMENTS. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

NO WAIVER BY LENDER. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Landlord, shall constitute a waiver of any of Lender's rights or of any of Landlord's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

LANDLORD'S RELEASE (Continued)

Loan No: 135103596

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DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Landlord's Release, as this Landlord's Release may be amended or modified from time to time, together with all exhibits and schedules attached to this Landlord's Release from time to time.

Borrower. The word "Borrower" means GOLDEN HALO, LLC; and TROLLEY WING COMPANY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Borrower's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Landlord. The word "Landlord" means GOLDEN HALO, LLC, and is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Lender. The word "Lender" means CENTRAL BANK, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and however evidenced.

Note. The word "Note" means the Note dated February 8, 2022 and executed by GOLDEN HALO, LLC; and TROLLEY WING COMPANY in the principal amount of \$2,454,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Premises. The word "Premises" means the real property located in SALT LAKE County, State of Utah, commonly known as 5418 SOUTH 1900 WEST, TAYLORSVILLE, UT 84129, and legally described as:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1900 WEST STREET, SAID POINT BEING SOUTH 89°53'41" WEST 1,185.39 FEET ALONG SECTION LINE AND SOUTH 00°00'39" WEST 65.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°00'39" EAST 332.90 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89°59'21" WEST 74.25 FEET; THENCE SOUTH 00°04'29" EAST 9.0 FEET; THENCE SOUTH 89°59'21" WEST 65.50 FEET; THENCE NORTH 00°04'29" WEST 354.50 FEET; THENCE NORTH 89°53'41" EAST 64.10 FEET; THENCE NORTHEASTERLY 62.95 FEET ALONG THE ARC OF A 11,512.16 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH 45°13'56" EAST 18.43 FEET TO THE POINT OF BEGINNING.

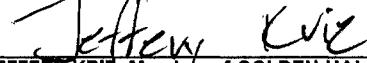
MORE COMMONLY KNOWN AS 5418 SOUTH 1900 WEST, TAYLORSVILLE, UT 84129 Property tax identification number is 21-15-127-001; 21-15-127-005.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.

BORROWER AND LANDLORD ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LANDLORD'S RELEASE, AND BORROWER AND LANDLORD AGREE TO ITS TERMS. THIS AGREEMENT IS DATED FEBRUARY 8, 2022.

BORROWER:

GOLDEN HALO, LLC

By: 
JEFFERY KRIE, Member of GOLDEN HALO, LLC

By: 
JESSE WILKERSON, Member of GOLDEN HALO, LLC

TROLLEY WING COMPANY

By: 
JESSE JAMES WILKERSON, President/Director of TROLLEY WING COMPANY

By: 
JEFFERY KRIE, Vice President of TROLLEY WING COMPANY

LANDLORD'S RELEASE
(Continued)

Loan No: 135103596

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LANDLORD:

GOLDEN HALO, LLC

By: Jeffery Krie
JEFFERY KRIE, Member of GOLDEN HALO, LLC

By: Jess Wilkerson
JESS WILKERSON, Member of GOLDEN HALO, LLC

LENDER:

CENTRAL BANK

X _____
Authorized Officer

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

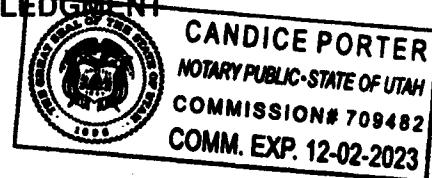
STATE OF Utah

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COUNTY OF Salt Lake

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SS

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On this 8th day of February, 20 22, before me, the undersigned Notary Public, personally appeared JEFFERY KRIE, Member of GOLDEN HALO, LLC and JESS WILKERSON, Member of GOLDEN HALO, LLC, and known to me to be members or designated agents of the limited liability company that executed the Landlord's Release and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By: Candice Porter
Notary Public in and for the State of Utah

Residing at Salt Lake County
My commission expires 12-2-2023

LANDLORD'S RELEASE
(Continued)

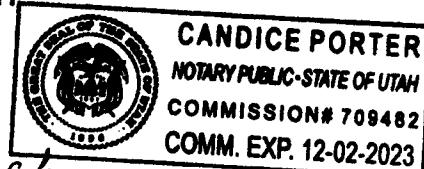
Loan No: 135103596

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CORPORATE ACKNOWLEDGMENT

STATE OF Utah
COUNTY OF Salt Lake

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) SS
)



On this 8th day of February, 202022 before me, the undersigned Notary Public, personally appeared JESSE JAMES WILKERSON, President/Director of TROLLEY WING COMPANY and JEFFERY KRIE, Vice President of TROLLEY WING COMPANY, and known to me to be authorized agents of the corporation that executed the Landlord's Release and acknowledged the Agreement to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the corporation.

By Candice Porter
Notary Public in and for the State of Utah

Residing at Salt Lake County
My commission expires 12-2-2023

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

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) SS
)

On this _____ day of _____, 20 _____ before me, the undersigned Notary Public, personally appeared JEFFERY KRIE, Member of GOLDEN HALO, LLC and JESS WILKERSON, Member of GOLDEN HALO, LLC, and known to me to be members or designated agents of the limited liability company that executed the Landlord's Release and acknowledged the Agreement to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Agreement and in fact executed the Agreement on behalf of the limited liability company.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

LENDER ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

)
) SS
)

On this _____ day of _____, 20 _____ before me, the undersigned Notary Public, personally appeared _____ and known to me to be the _____, authorized agent for CENTRAL BANK that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of CENTRAL BANK, duly authorized by CENTRAL BANK through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of CENTRAL BANK.

By _____
Notary Public in and for the State of _____

Residing at _____
My commission expires _____

**LANDLORD'S RELEASE
(Continued)**

Loan No: 135103596

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TR-53937 PR-38

**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 1900 WEST STREET, SAID POINT BEING SOUTH 89°53'41" WEST 1,185.39 FEET ALONG SECTION LINE AND SOUTH 00°00'39" WEST 65.83 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°00'39" EAST 332.90 FEET ALONG SAID WEST RIGHT-OF-WAY LINE; THENCE SOUTH 89°59'21" WEST 74.25 FEET; THENCE SOUTH 00°04'29" EAST 9.0 FEET; THENCE SOUTH 89°59'21" WEST 65.50 FEET; THENCE NORTH 00°04'29" WEST 354.50 FEET; THENCE NORTH 89°53'41" EAST 64.10 FEET; THENCE NORTHEASTERLY 62.95 FEET ALONG THE ARC OF A 11,512.16 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTH 45°13'56" EAST 18.43 FEET TO THE POINT OF BEGINNING.