Ent 283967 Bk 566 Pg 651
Date: 30-Dec-2022 10:29:50AM
Fee: \$40.00 Filed By: BT
BRAYTON TALBOT, Recorder
GARFIELD COUNTY CORPORATION
For: COTTONWOOD TITLE INSURANCE AGENCY, INC.

WHEN RECORDED MAIL TO:

TT Capital, LLC 1512 Ridge Point Dr Bountiful, UT 84010

> 164898-MCF Tax Id: 10-0016-0090

Space Above This Line for Recorder's Use

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

THIS TRUST DEED, ASSIGNMENT OF LEASES AND RENTS, FIXTURE FILING AND SECURITY AGREEMENT (as the same may from time to time hereafter be modified, supplemented or amended, this "Trust Deed") is made this 28th of December 2022, between CHILDS LLC, a Nevada limited liability company, as TRUSTOR, whose address is 1923 Davina St, Henderson, NV 89074, Cottonwood Title Insurance Agency, Inc., with an address of 1996 East 6400 South, Suite 120, Salt Lake City, UT as TRUSTEE, and TT Capital, LLC, a Utah limited liability company, as BENEFICIARY, whose address is 1512 RIDGE POINT DR, BOUNTIFUL, UT 84010.

THIS INSTRUMENT TO A DEED OF TRUST WITHIN THE MEANING OF UTAH CODE ANNOTATED SECTION 57-1-19. THIS INSTRUMENT IS TO BE FILED AND INDEXED IN THE REAL ESTATE RECORDS AS A "FIXTURE FILING", AS DEFINED IN UTAH UNIFORM COMMERCIAL CODE SECTION 70A-9a-102(40)(a), AND IS RECORDED IN ACCORDANCE WITH THE UTAH UNIFORM COMMERCIAL CODE SECTION 70A-9a-501(1) AND COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES.

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH SECTIONS UTAH CODE ANNOTATED 70A-9a-501(1)(a) AND 70A-9a-502(2) AND (3) OF THE UTAH UNIFORM COMMERCIAL CODE.

WITNESSETH:

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a Trust Deed Note of even date herewith, in the principal sum of \$465,000.00 made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any

extensions and/or renewals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes 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, and in consideration of the net proceeds of the aforementioned loan which are in hand paid, the receipt of which is hereby acknowledged, Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY AND POSSESSION, for the benefit and security of Beneficiary, unto Trustee, its successors and assigns forever, (i) the Land (as hereinafter defined); (ii) the Improvements (as hereinafter defined); and (iii) all of Trustor's present and future estate, right, title and interest in, to and under the following described property now owned or held or hereafter acquired from time to time ("Premises"):

(a) The following described real property situated in Garfield County, state of Utah (the "Land"):

PARCEL:

PROPERTY DESCRIPTION

Commencing at the South quarter corner of Section 36, Township 37 South, Range 3 West, Salt Lake Base and Meridian; thence North 89°38'42" West 197.24 feet to the point of beginning; thence North 89°38'42" West 458.29 feet; thence North 00°31'51" East 679.03 feet; thence South 47°40'56" East 196.39 feet; thence South 53°00'01" East 290.87 feet; thence South 49°50'20" East 128.55 feet; thence South 47°49'16" East 47.88 feet; thence South 00°16'36" East 165.96 feet; thence South 86°59'23" West 60.13 feet; thence South 00°00'08" West 90.42 feet to the point of beginning.

Tax Parcel No.

10-0016-0090

Property Address:

555 Yellow Creek Road Cannonville, UT 84718

- (b) All additional lands, estates and development rights hereafter acquired by Trustor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Trust Deed;
- (c) All Leases (defined below) and all Rents (defined below), which are pledged and assigned absolutely and directly (and not merely collaterally). For purposes of this Trust Deed, the term "Leases" means all leases and all other tenancies, rental arrangements, camping contracts/reservations, license agreements, concession agreements, storage agreements, subleases,

and guarantees of the performance or obligations of any customers, tenants or parties thereunder affecting the Premises, or any part thereof, now existing or which may be executed at any time in the future prior to the date Beneficiary releases the lien of this Trust Deed upon payment in full of the amounts secured by this Trust Deed, and all amendments, extensions and renewals of said leases, subleases, and guarantees and any of them. For purposes of this Trust Deed, the term "Rents" means all rents or other income or payments, regardless of type or source of payment, storage fees, parking fees, lease termination payments, purchase option payments, refunds of any type, fees and charges of any type, forfeited deposits, prepayment of rents, settlements of litigation or settlements of past due rents and any proceeds derived from any letter of credit) which may now or hereafter be or become due or owing to Trustor on account of the use and operation of the Premises, including but not limited to, pursuant to any Lease(s), or any other written or oral agreement;

- All tenements, hereditaments, easements, appurtenances, passages, decreed or undecreed water rights, water courses, riparian rights, direct flow, ditch(es), reservoir, well, spring, seepage and pond rights and other types of water rights which are underlying, appurtenant to or customarily or historically used upon or associated with the Premises, whether or not adjudicated, whether tributary or nontributary and whether evidenced by deed, water or ditch stock, permit or otherwise, sewer rights, all rights to naturally occurring oil, gas, minerals, geothermal resources, timber and crops under, through, upon or appurtenant to the Premises, all air rights and development rights, zoning rights, tax credits or appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Premises or any part thereof, all tradenames, trademarks, servicemarks, logos, copyrights, goodwill, URLs or other online media, books and records and all other general intangibles relating to or used in connection with the operation of the Premises, licenses, permits and contracts, and all other rights of any kind or character in any way now or hereafter appertaining to the Premises, including but not limited to, homestead and any other claim at law or in equity as well as any after-acquired title, franchise or license and the reversion and reversions and remainder and remainders thereof and any and all strips and gores of land adjacent to and used in connection with the Premises and all the ways, streets, sidewalks and alleys adjoining the Premises;
- (e) Any and all (i) buildings and improvements of every kind and description now or hereafter erected or placed on the Land which are not subject to ground or "pad" leases (where Trustor is the lessor); (ii) all right, title and interest of Trustor in and to any and all buildings and improvements of every kind and description now or hereafter erected or placed on the Land which are subject to ground or "pad" leases (where Trustor is the lessor); (iii) all materials intended for construction, reconstruction, alteration and repairs of such buildings and improvements now or hereafter erected on the Land, all of which materials shall be deemed to be included within the Land immediately upon the delivery thereof to the Land, (iv) all improvements in which Trustor now or hereafter has any right, title and/or interest and attached to or contained in and used in connection with the Premises and appurtenances thereto; and (v) all items of furniture, furnishings, fixtures, machinery, engines, tents, awnings, platforms, compressors, motors, generators, elevators, pipes, pumps, tanks, fittings, conduit, wiring, radiators, awnings, shades, screens, all gas and electric fixtures, appliances (including without limitation, ranges, rangetops, ovens, stoves, cooking apparatus and appurtenances, dishwashers, refrigerators, trash compactors, microwaves, washers, dryers, and garbage disposals), water heaters, mirrors, mantels, carpeting and all other floor coverings, window coverings and treatments, cable/satellite television equipment, water softeners,

storm sashes, plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning, lifting, cleaning, communications, fire prevention, fire extinguishing and sprinkler equipment and fixtures and appurtenances thereto, other equipment and personal property in which Trustor now or hereafter has any right, title and/or interest and used or useful in the operation of the Premises or otherwise related to the Premises; and all renewals or replacements of all of the aforesaid property or articles in substitution therefor, whether or not the same are or shall be attached to said buildings or improvements in any manner and regardless of where situated, used, usable, or intended to be used in connection with any present or future use or operation of or upon said Land (the foregoing (i)-(v) collectively, the "Improvements"); it being mutually agreed, intended and declared that all the aforesaid Improvements shall, so far as permitted by law, be deemed to form a part and parcel of the Land and for the purpose of this Trust Deed to be Land and covered by this Deed of Trust, and as to any of the property aforesaid which does not form a part and parcel of the Land or does not constitute a "fixture" (as such term is defined in the UCC) this Trust Deed, the Trust Deed Note and other loan documents executed by Trustor in connection with this Trust Deed (the terms of which grant a security interest in personal property or real property, the proceeds of which may become personal property) are each hereby deemed to be, as well, a security agreement under the UCC for the purpose of creating a security interest in all items, including, but not limited to all property and rights which Trustor may grant, assign, bargain, sell, transfer, set over, deliver, or otherwise convey to Beneficiary, as secured party, under the terms of this Trust Deed or any other loan documents executed by Trustor in connection with this Trust Deed, including any and all proceeds thereof (as used herein, Trustor shall mean "Debtor" under the UCC and Beneficiary shall mean "Secured Party" under the UCC), and this instrument shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included in the Premises. For purposes of this Trust Deed, the term "UCC" means the Uniform Commercial Code in effect in the state of Utah;

- (f) All funds, monies, accounts, deposits, and all proceeds of the foregoing now or hereafter held by Beneficiary pursuant to documents executed by Trustor, any collection account, reserve account or security deposit account required by Trustor pursuant to the terms of documents executed by Trustor, any property reserves agreement, escrow security agreement, any letter(s) of credit (and any proceeds derived from any letter(s) of credit) under any of the terms hereof or of the other documents executed by Trustor in connection herewith and all of Trustor's payment intangibles, letter of credit rights, tenant in common agreement rights, any and all tax and utility refunds or rebates related to the Premises (regardless of the time period in which they relate) and any contract rights of Trustor related in any manner to the ownership, operation, or management of the Premises, as well as any and all supporting obligations, and all proceeds, renewals, replacements and substitutions thereof;
- (g) All funds, monies, accounts, deposits, now or hereafter granted by Trustor to Beneficiary under any document executed by Trustor and proceeds of any of the foregoing whether or not such funds, monies, accounts, deposits, or proceeds thereof are held by Beneficiary under the terms of any of any document executed by Trustor, including, but not limited to bankruptcy claims of Trustor against any tenant at the Premises, and any proceeds thereof; all proceeds of any Rents, insurance proceeds from all insurance policies required to be maintained by Trustor, and all awards, decrees, proceeds, settlements or claims for damage now or hereafter made to or for the benefit of Trustor by reason of a casualty or a condemnation event;

- (h) All agreements (including, without limitation, any contract of sale), contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Trustor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Trustor thereunder;
- (i) All of Trustor's right, title and interest in and to all contracts affecting the Premises, including but not limited to all construction contracts, construction subcontracts, architectural contracts, design professional contracts, engineering contracts, brokerage contracts, and accounting contracts, as well as all work products resulting from said contracts, including but not limited to, plans and specifications, drawings, licenses, financial projections, budgets, reports, test results and all items procured pursuant to those contracts or otherwise, including but not limited to all building permits, zoning variances, certificates of occupancy (whether permanent or otherwise), easements, and utility services or hook-ups); and
- (j) All other accounts, general intangibles, instruments, investment property, documents, chattel paper, goods, moneys, letters of credit, letter of credit rights, certificates of deposit, deposit accounts, commercial tort claims, oil, gas and minerals (all as defined in the UCC), and all other property and interests in property of the Trustor whether tangible or intangible, in which Trustor now or hereafter has any right, title and/or interest and is used or useful in the operation of the Premises or otherwise related to the Premises, together with proceeds thereof.

Further, Trustor hereby grants a security interest in and to any of the Premises constituting personal property (collectively, the "Personal Property") to Beneficiary and appoints Beneficiary as its attorney-in-fact to execute such documents necessary to perfect Beneficiary's security interest and Trustor authorizes Beneficiary at any time until the Indebtedness is paid in full, to prepare and file, at Trustor's expense, any and all UCC financing statements, amendments, assignments, renewals, terminations and the like, necessary to create and/or maintain a prior security interest in such property all without Trustor's execution of the same, including without limitation, financing statements describing the collateral as "all assets", "all personal property", or words of similar effect.

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

- 1. To keep said property 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; 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 loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said 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 said property at all times during construction.
- 2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of 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 instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
- 3. 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.
- 4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, 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 to title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.
- 5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property 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.
- 6. To pay all costs and expenses of collection (including Trustee's and attorney's fees in event of default in payment of the indebtedness secured hereby) and to pay reasonable Trustee's fees for any services performed by Trustee hereunder, including a reconveyance hereof.
- 7. Should Trustor fail to make any payment or to do any act as herein provided, the 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 his reasonable fees.

- 8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date or expenditure at the rate of twelve percent (12%) per annum until paid, and the repayment thereof shall be secured hereby. And, to use all funds forwarded in this loan at the inception of the loan or at any later date solely for the direct benefit of the secured properties and for no other uses. In other words, none of the funds that are being forwarded in this loan are to be used for anything but the improvement of the properties being secured by this loan or else this loan shall be immediately in default.
- 9. To not add any additional debt to the property during the course of this loan. Should Trustor add any additional debt to the property, Trustor will, immediately and without notice, be in default and be subject to the terms of default as outlined in the Trust Deed Note.
- 10. To not occupy the property at any point during the course of the loan. Should Trustor occupy the property while the loan is outstanding, Trustor will, immediately and without notice, be in default and be subject to the terms of default as outlined in the Trust Deed Note.

IT IS MUTUALLY AGREED THAT:

- 9. Should said property 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, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's 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 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 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 of 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.
- 11. As additional security, Trustor hereby unconditionally and absolutely assigns to Beneficiary, all of Trustor's right, title and interest in and to the Leases and Rents as well as all additional rents, issues, royalties, and profits of the Premises and of any Personal Property. 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 affected hereby, to collect all Rents as well as all additional rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from 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, or 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 the Trust Deed to any such tenancy, lease or option. Trustor hereby appoints Beneficiary the true and lawful attorney of Trustor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, give receipts and releases for any and all Rents herein assigned which may be or become due and payable by the lessees and other occupants of the Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Trustor or otherwise, which Beneficiary may deem necessary or desirable in order to collect and enforce the payment of any and all Rents. Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all Rents herein assigned to Beneficiary or such nominee as Beneficiary may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Trustor in respect of all payments so made. Notwithstanding anything to the contrary set forth herein, prior to an event of default hereunder or under the Trust Deed Note or any other document executed by Trustor in connection with this Trust Deed, Beneficiary grants Trustor a revocable license to enforce all provisions contained in the Leases and collect and use all Rents. Upon the occurrence of an event of default hereunder or under the Trust Deed Note or any other document executed by Trustor in connection with this Trust Deed, unless the same has been specifically waived in writing, all Rents collected or received by Trustor or any agent of Trustor shall be deemed to have been accepted and held for Beneficiary in trust and shall not be commingled with the funds and property of Trustor, but shall be promptly paid or caused to be paid over to Beneficiary.

- 12. 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 consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said 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 attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.
- 13. The entering upon and taking possession of said property, 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, 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.
- 14. The 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 or any default shall not constitute a

waiver of any other or subsequent default.

- 15. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may exercise, or cause Trustee to exercise, all rights, including the power of sale, granted or allowed hereunder or by the laws of the State of Utah.
- 16. Upon the occurrence of any default hereunder, 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 cost of title search and a reasonable attorney's fee.
- 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. The new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or any successor trustee. Notice of substitution of trustee shall be given as required by law.
- 18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisee, 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 note 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. Trustor shall use any and all funds forwarded by Beneficiary for the sole purpose of purchasing and/or improving the property or properties that are the subject of this Trust Deed. Any other use of the funds will constitute a default of the terms of this Trust Deed.
- 20. 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.
- 21. Trustor further agrees that (a) all other agreements between Trustor or any affiliates of Trustor and Beneficiary or any of Beneficiary's affiliates are hereby amended so that an event of default under this Trust Deed is an event of default under all such other agreements and an event of default under any one of the other agreements is an event of default under this Trust Deed, and (b) the collateral under this Trust Deed secures the obligations now or hereafter outstanding under all other agreements between the Trustor or affiliates of the Trustor and Beneficiary, and the collateral pledged under any other agreement with Beneficiary secures the obligations under this Trust Deed.
- 22. 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.

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

Signature of Trustor

By: CHILDS LLC

Mark Childs, Manager

STATE OF UTAH

COUNTY OF WASHINGTON;

On the day of da

MELYNDA AIRMET

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 719594

COMM. EXP. 08-02-2025