

WHEN RECORDED MAIL TO:

Ryan M. Spencer
Red Bridge Capital II, LLC
6440 S. Wasatch Blvd. #200
Salt Lake City, UT 84121

File No.: 105867-DMF



W2939680

E# 2939680 PG 1 OF 18
Leann H. Kilts, WEBER COUNTY RECORDER
31-Aug-18 0403 PM FEE \$52.00 DEP TN
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

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

In Reference to Tax ID Number(s):

19-121-0011, 19-122-0003, 17-063-0029 and 08-001-0001 , 01-019-0023, 01-019-0024, 01-019-0019,
19-121-0010, 15-01-232-106

RECORDING REQUESTED BY AND WHEN
RECORDED RETURN TO:

Ryan M. Spencer
Red Bridge Capital II LLC
6440 S. Wasatch Blvd., Suite 200
Salt Lake City, Utah 84121

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

This Deed of Trust with Assignment of Leases and Rents, Security Agreement, and Fixture Filing (“**Deed of Trust**”) is dated August 31, 2018, among C2 INVESTMENTS, LLC, a Montana limited liability company with an address at 4780 N. Pole Patch Drive, Pleasant View, Utah 84414 (the “**Trustor**”); COTTONWOOD TITLE INSURANCE AGENCY, INC., whose address is 1996 East 6400 South, Suite 120, Salt Lake City, Utah 84121 (the “**Trustee**”); and RED BRIDGE CAPITAL II LLC, a Utah limited liability company with an address at 6440 S. Wasatch Blvd., Suite 200, Salt Lake City, Utah 84121 (the “**Beneficiary**”).

ARTICLE I
GRANT IN TRUST

1.1. **Grant.** The Trustor hereby irrevocably grants, bargains, sells, conveys, and assigns to the Trustee, in trust for the benefit of the Beneficiary, with power of sale and right of entry and possession, all of that real property located in Weber County, state of Utah, described on attached Exhibit A, together with all buildings and other improvements, fixtures, and equipment now or hereafter located on the real property, all right, title, interest, and privileges of the Trustor in and to all streets, roads, and alleys used in connection with or pertaining to such real property, all water and water rights, (including stock or other evidence of ownership in irrigation, canal and other stock water companies), minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, all appurtenances, easements, rights and rights of way appurtenant or related thereto, and all air rights, development rights and credits, licenses, and permits related to the real property. All interest or estate that the Trustor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing are collectively referred to as the “**Property**.” The listing of specific rights or property will not be interpreted as a limit of general terms.

1.2. **Use of Property.** The Trustor warrants that the Property is not used by the Trustor or any guarantor of the Loan (as defined below) as a primary or owner-occupied residence or as a principal “dwelling” as defined by Regulation Z under the Truth in Lending Act. The Trustor shall not use, and shall prevent any individual from using, at any time before the full settlement of the Loan, the Property as a primary or owner-occupied residence or as a

principal “dwelling” as defined by Regulation Z under the Truth in Lending Act. Unless required by law or consented to in writing by the Beneficiary, the Trustor shall not allow changes in the use for which all or any part of the Property is being used at the time this Deed of Trust was executed.

ARTICLE 2 OBLIGATIONS SECURED

2.1. **Obligations Secured.** Trustor makes this Deed of Trust for the purpose of securing the following: (a) the payment of indebtedness of Trustor in the principal amount of \$3,975,000 which is comprised of indebtedness of Trustor in the principal amount of \$3,225,000 (the “**First Loan**”), with interest thereon, according to the terms of the promissory note dated September 29, 2016, executed by Trustor, and payable to Beneficiary, as lender (the “**First Note**”) and indebtedness of Trustor in the principal amount of \$750,000 (the “**Second Loan**,” and together with the First Loan, the “**Loan**”), with interest thereon, according to the terms of the promissory note dated approximately the same date as this Deed of Trust, executed by Trustor, and payable to Beneficiary, as lender (the “**Second Note**,” and together with the First Note, the “**Note**”); (b) payment of all other sums advanced to Trustor (including additional loans or advances as may be made to Trustor after the date of this Deed of Trust with interest thereon, whether or not evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust); (c) performance of every obligation of Trustor contained in the Loan Documents (as defined below) and as those documents may be amended or modified from time to time, including an increase in the amount of the Loan; (d) performance of every obligation of Trustor contained in any agreement, document, or instrument executed by Trustor stating that the applicable obligations are secured by this Deed of Trust (collectively, the “**Secured Obligations**”); and (e) for the benefit of Beneficiary, compliance with and performance of each and every provision of any declaration of covenants, conditions, and restrictions; any maintenance or easement agreement; or any other agreement, document, or instrument by which the Trustor is bound or may be affected. It is the express intention of the parties hereto that this Deed of Trust will stand as a continuing security until paid for all the Secured Obligations with interest thereon as applicable. “**Loan Documents**” means this Deed of Trust, the Note, and any other loan agreements, deeds of trust, security agreements, pledge agreements, mortgages, agreements, guaranties, or other instruments given to evidence, document, or further secure the Loan and payment and performance of the Secured Obligations, including all amendments or modifications to those documents.

2.2. **Incorporation.** The term “obligations” is used in this Deed of Trust in its broadest and most comprehensive sense and includes, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations. The obligations of the Trustor under any environmental or hazardous indemnity agreement do not constitute Secured Obligations. The obligations of any guarantor under any guarantee of the Loan or of any of the Trustor’s obligations under the Loan Documents, including, without limitation, any repayment guarantee or completion guarantee, do not constitute Secured Obligations. All terms of the Secured Obligations and the documents evidencing such obligations are incorporated into this Deed of Trust by this reference. All persons who may have or acquire an interest in the Property will be deemed to have notice of the

terms of the Secured Obligations, and the rate of interest on one or more Secured Obligations may vary from time to time.

ARTICLE 3
ASSIGNMENT OF LEASES, RENTS, AND OTHER CONTRACTS

3.1. **Assignment.** The Trustor hereby irrevocably assigns to the Beneficiary all of the Trustor's right, title, and interest in, to, and under (a) all present and future leases of the Property or any portion thereof, all licenses and agreements relating to the management, leasing, or operation of the Property, whether such leases, licenses, and agreements are now existing or entered into after the date of this Deed of Trust (collectively, "**Leases**"); and (b) the rents, issues, deposits, and profits of the Property, including, without limitation, all amounts payable and all rights and benefits accruing to the Trustor under the Leases ("**Payments**"). The term "**Leases**" will also include all guarantees of and security for the tenant's performance thereunder, and all amendments, extensions, renewals, or modifications thereto which are permitted hereunder. This is a present and absolute assignment, not an assignment for security purposes only, and the Beneficiary's right to the Leases and Payments is not contingent upon and may be exercised without possession of the Property. The Trustor also hereby irrevocably assigns to the Beneficiary all other contracts related to the Property to the extent assignable without the consent of a third party.

3.2. **Grant of License.** The Beneficiary confers upon the Trustor a revocable license ("**License**") to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as defined below). Upon a Default, the License will be automatically revoked and the Beneficiary may on one or more occasions and without notice, either in person, by agent, or by a court-appointed receiver, and without regard to the adequacy of any security for the Secured Obligations, (a) enter upon and take possession of the Property or elect not to take possession of the Property, (b) in the Beneficiary's name, sue for or otherwise collect the Payments (including those past due and unpaid), and (c) apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, to the Secured Obligations in the order determined by the Beneficiary. All payments thereafter collected by the Trustor will be held by the Trustor as the trustee in trust for the benefit of the Beneficiary. The Trustor hereby irrevocably authorizes and directs the tenants under the Leases to rely upon and comply with any notice or demand by the Beneficiary for the payment to the Beneficiary of any rental or other sums that may at any time become due under the Leases, or for the performance of any of the tenants' undertakings under the Leases, and the tenants will have no duty to inquire as to whether any Default has actually occurred or is then existing. The Trustor hereby relieves the tenants from any liability to the Trustor by reason of relying upon and complying with any such notice or demand by the Beneficiary. The Beneficiary may apply, in its sole discretion, any Payments so collected by the Beneficiary against any Secured Obligation under the Loan Documents, whether existing on the date hereof or hereafter arising. Collection of any Payments by the Beneficiary will not cure or waive any Default or notice of Default or invalidate any acts done pursuant to such notice.

3.3. **Assignment of Construction Rights.** The Trustor hereby assigns to the Beneficiary, and hereby grants to the Beneficiary a security interest in, all of the Trustor's rights (but not obligations) under all construction agreements, other agreements, contracts, documents,

building permits, other permits, licenses, and approvals existing or later obtained with respect to the Property.

3.4. **Effect of Assignment.** The foregoing irrevocable assignments in this Article 3 will not cause the Beneficiary to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management, or repair of the Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants, and conditions of the Leases; (c) responsible or liable for any waste committed on the Property by the tenants under any of the Leases or any other parties, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any tenant, licensee, employee, invitee, or other person; (d) responsible for or under any duty to produce rents or profits; or (e) directly or indirectly liable to the Trustor or any other person as a consequence of the exercise or failure to exercise any of the rights, remedies, or powers granted to the Beneficiary under this Deed of Trust or to perform or discharge any obligation, duty, or liability of the Trustor arising under the Leases.

ARTICLE 4 SECURITY AGREEMENT AND FIXTURE FILING

The Trustor hereby grants and assigns to the Beneficiary a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property in which the Trustor now or at any time hereafter has any interest and all proceeds and all products of the following as the following terms are defined in the Uniform Commercial Code for the state where the Property is located (“UCC”) (collectively, the “**Collateral**”): inventory; equipment; general intangibles, including payment intangibles; accounts, including health-care-insurance receivables; chattel paper; commercial tort claims; deposit accounts; documents; instruments; investment property; letter-of-credit rights; letters of credit; goods; and farm products. As to all of the above described personal property that is or that hereafter becomes a “fixture” under applicable law, this Deed of Trust is intended to constitute a fixture filing within the UCC. It is acknowledged and agreed that, if this Deed of Trust qualifies as a “construction mortgage” under the applicable UCC, this Deed of Trust will be considered a “construction mortgage” that secures an obligation incurred for the construction of an improvement on land including the acquisition cost of the land.

ARTICLE 5 RIGHTS, DUTIES, AND WARRANTIES OF THE PARTIES

5.1. **Performance of Secured Obligations.** The Trustor shall promptly pay and perform each Secured Obligation when due

5.2. **Taxes and Assessments.** The Trustor shall pay at least 10 days prior to delinquency all taxes, assessments, levies, and charges imposed upon the Property by any public authority or upon the Beneficiary by reason of its interest in any Secured Obligation or in the Property, or by reason of any payment made to the Beneficiary pursuant to any Secured Obligation, except that the Trustor will have no obligation to pay taxes that may be imposed from time to time upon the Beneficiary and that are measured by and imposed upon the

Beneficiary's net income. The Trustor shall promptly provide evidence of such payments to the Beneficiary upon the Beneficiary's request.

5.3. **Title, Liens, Encumbrances, and Charges.** The Trustor represents and warrants to the Beneficiary that the Trustor is the sole owner of good, marketable, and unencumbered title to the Property. The Trustor shall immediately discharge any lien not approved by the Beneficiary in writing that has or may attain priority over this Deed of Trust, and shall not permit any subordinate or junior liens not approved in advance by the Beneficiary in writing. The Trustor shall pay when due all claims for labor performed and materials furnished for the Property.

5.4. **Obligation to Maintain Property; Compliance with Laws.** The Trustor shall at all times keep the Property in good order, condition, and repair. The Trustor shall not permit or suffer any waste of the Property, and shall not alter the Property except for normal clearing, grading, and construction activities. The Trustor shall cultivate, irrigate, fertilize, fumigate, prune, and do all other acts that from the character or use of the Property may be reasonably necessary. The Trustor shall not permit any drilling or exploration for or extraction, removal, or production of any minerals from the surface or subsurface of the Property. The Trustor shall cause the Property, and all activities on the Property (including those requiring any alterations or improvements to be made thereon), to comply at all times with all applicable laws. The Trustor shall promptly complete any improvements to be constructed on the Property and ensure that all construction on the Property is done in accordance with applicable law in a good and workmanlike manner.

5.5. **Insurance.** The Trustor shall keep the Property insured against loss by fire, flood, theft, and other hazards and risks reasonably associated with the Property due to its type and location. This insurance must be maintained in the amounts and for the periods that the Beneficiary requires or is required by applicable law. The insurance carrier providing the insurance may be chosen by the Trustor subject to the Beneficiary's approval, which may not be unreasonably withheld. If the Trustor fails to maintain the coverage described above, the Beneficiary may, at the Beneficiary's option, obtain coverage to protect the Beneficiary's rights in the Property according to the terms of this Deed of Trust. If the Beneficiary determines at any time before the full satisfaction of the Secured Obligations that the Property securing the Secured Obligations is not covered by flood insurance or is covered by flood insurance in an amount less than the amount required by law, the Beneficiary may notify the Trustor that the Trustor should obtain flood insurance at the Trustor's expense. If the Trustor fails to obtain adequate flood insurance that is acceptable to the Beneficiary, the Beneficiary may purchase flood insurance on the Trustor's behalf. All insurance policies and renewals must be acceptable to the Beneficiary and must include a standard "mortgage clause" and, where applicable, "loss payee clause." The Trustor shall immediately notify the Beneficiary of cancellation or termination of the insurance. The Beneficiary may hold the policies and renewals. If the Beneficiary requires, the Trustor shall immediately give to the Beneficiary all receipts of paid premiums and renewal notices. Upon loss, the Trustor shall give prompt notice to the insurance carrier and the Beneficiary. The Beneficiary may make proof of loss if not made promptly by the Trustor. Unless otherwise agreed in writing, all insurance proceeds will be applied to the restoration or repair of the Property or to the Secured Obligations, whether or not then due, at the Beneficiary's option. Any application of proceeds to principal will not extend or postpone the due date of the scheduled

payment nor change the amount of any payment, nor will it cure or waive any Default or notice of Default hereunder or invalidate any act done pursuant to such notice. Any excess will be paid to the Trustor. If the Property is acquired by the Beneficiary, the Trustor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to the Beneficiary to the extent of the Secured Obligations immediately before the acquisition.

5.6. Due on Sale or Encumbrance. If the Property or any interest in the Property is sold, transferred, including, without limitation, through sale or transfer, directly or indirectly, of a majority or controlling interest in the corporate stock or general partnership interests, limited liability partnership interests, or limited liability company interests of a managing member of the Trustor, mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the Beneficiary, THEN the Beneficiary, in its sole discretion, may at any time thereafter declare all Secured Obligations immediately due and payable.

5.7. Damages; Insurance; and Condemnation Proceeds

(a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by the Trustor to the Beneficiary and, at the request of the Beneficiary, will be paid directly to the Beneficiary: (a) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Property or Collateral; (b) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest in, the Property or Collateral; (c) all proceeds of any insurance policies payable by reason of loss sustained to all or any part of the Property or Collateral; and (d) all interest that may accrue on any of the foregoing. Subject to applicable law, and without regard to any requirement contained in this Deed of Trust, the Beneficiary may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in any order acceptable to the Beneficiary, or the Beneficiary may release all or any part of the proceeds to the Trustor upon any conditions the Beneficiary may impose. The Beneficiary may commence, appear in, defend, or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to the Beneficiary, except that in no event will the Beneficiary be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by the Beneficiary or its employees or agents.

(b) At its sole option, the Beneficiary may permit insurance or condemnation proceeds held by the Beneficiary to be used for repair or restoration, but may condition such application upon reasonable conditions.

5.8. Defense and Notice of Losses, Claims and Actions. At the Trustor's sole expense, the Trustor shall protect, preserve, and defend the Property and Collateral and title to and right of possession of the Property and Collateral, the security hereof, and the rights and powers of the Beneficiary and the Trustee hereunder, against all adverse claims. The Trustor shall give the Beneficiary and the Trustee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of any material damage to the Property or Collateral, and of any condemnation offer or action. The Trustor shall further give the Beneficiary and the

Trustee prompt notice in writing of any actual or alleged breach or default on any other obligations (whether of a party hereto or of a third party) related to the Property.

5.9. **Compensation; Exculpation; Indemnification.** The Trustor shall pay all statutory Trustee's fees and reimburse the Trustee immediately upon demand for expenses in the administration of this trust, including attorneys' fees. To induce the Beneficiary to make the Loan, the Trustor shall indemnify, defend, and hold the Beneficiary and the Trustee harmless on demand for, from, and against any liability, loss, costs, damages, and expenses (including attorneys' fees) that the Beneficiary or the Trustee may sustain in any way related to the Property. This indemnity will survive any foreclosure, the trustee's sale, or deed in lieu related to the Property, will benefit any foreclosure purchaser, and will not be subject to any otherwise applicable statutory or contractual anti-deficiency limitation or nonrecourse provision.

5.10. **Hazardous Materials**

(a) **"Hazardous Materials"** means (i) any chemical, material, or substance defined or included in the definition of "hazardous substances," "hazardous materials," "toxic substances," or words of similar import under any Hazardous Materials Laws (as defined below); (ii) any oil, petroleum, flammable substances, explosives, asbestos; or (iii) any other chemical, material or substance which may or could pose a hazard to health or safety. Without limitation of the foregoing, the term "Hazardous Materials" includes all substances, materials, and wastes considered "hazardous waste" under all applicable federal, state, and local laws.

(b) The Trustor represents and warrants that (i) no Hazardous Materials have been, are, or will be used, generated, stored, or disposed of on, under, or about the Property; and (ii) the Property and all past, present, and future uses of the Property were, are, and will be in compliance with all relevant local, state, and federal laws, rules, regulations, policies, ordinances, court decisions, settlement orders, and consent decrees relating to the protection of the environment on, under, or about the Property (collectively, the **"Hazardous Materials Laws"**). At the Trustor's expense, the Trustor shall comply with and will cause any tenants or occupants of the Property to comply with the Hazardous Materials Laws. If any Hazardous Materials are found to exist on, under, or about the Property, the Trustor shall at the Trustor's expense take all necessary and appropriate remedial action that the Beneficiary or any relevant authority will require. The Trustor shall immediately advise the Beneficiary in writing of any governmental or regulatory communications or proposed or instituted actions with regard to Hazardous Materials and the Property, and will immediately provide the Beneficiary with copies of any written communications to and from the authorities. Upon any Default under this Deed of Trust, the Beneficiary will have the right, at the Trustor's expense, to obtain or require the Trustor to obtain an environmental survey or study of the Property from a qualified independent environmental engineer, all to the satisfaction of the Beneficiary.

(c) To induce the Beneficiary to make the Loan secured by this Deed of Trust, the Trustor agrees to indemnify, defend, and hold the Beneficiary and the Trustee harmless on demand for, from, and against any liability, loss, costs, damages, and expenses (including attorneys' fees) that the Beneficiary or the Trustee may sustain in any way related to any Hazardous Materials on, under, or about the Property. This indemnity will survive any foreclosure, the trustee's sale, or deed in lieu of the Property, will benefit any foreclosure

purchaser, and will not be subject to any otherwise applicable statutory or contractual anti-deficiency limitation or nonrecourse provision.

(d) The indemnity provided in this Deed of Trust for Hazardous Materials is intended to be in addition to, and not in lieu, limitation, or modification of, any separate environmental indemnity contained in any of the other Loan Documents.

5.11. **Right of Inspection.** The Beneficiary, its agents, and employees, may enter the Property at any reasonable time for the purpose of inspecting the Property and Collateral and ascertaining the Trustor's compliance with the terms thereof, or to exercise the Beneficiary's rights under section 6.5.

ARTICLE 6 DEFAULT PROVISIONS

6.1. **Default.** For purposes of this Agreement, the term "**Default**" means any default under the Note, or any of the other Loan Documents, including this Deed of Trust. Upon Default, all sums secured by or owed pursuant to this Deed of Trust will immediately become due and payable at the Beneficiary's election.

6.2. **Rights and Remedies.** At any time after Default, the Beneficiary and the Trustee will each have all rights available at law or in equity, including any and all rights and remedies granted to a secured party upon default under the UCC.

6.3. **No Cure or Waiver.** Neither the Beneficiary's nor the Trustee's nor any receiver's entry upon and taking possession of all or any part of the Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by the Beneficiary or the Trustee or any receiver will cure or waive any breach, Default or notice of Default under this Deed of Trust, or nullify the effect of any notice of Default or sale (unless all Secured Obligations then due have been paid and performed and the Trustor has cured all other Defaults), or impair the status of the security, or prejudice the Beneficiary or the Trustee in the exercise of any right or remedy, or be construed as an affirmation by the Beneficiary of any tenancy, lease or option or a subordination of the lien of or security interests created by this Deed of Trust.

6.4. **Payment of Costs, Expenses and Attorneys' Fees.** The Trustor shall pay to the Beneficiary immediately and without demand all costs and expenses incurred by the Trustee and the Beneficiary pursuant to this Article 6 (including, without limitation, court costs and attorneys' fees, whether incurred in litigation, including, without limitation, at trial, on appeal, or in any bankruptcy or other proceeding, and the costs of any appraisals obtained in connection with a determination of the fair value of the Property). In addition, the Trustor will pay to the Trustee all Trustee's fees hereunder and will reimburse the Trustee for all expenses incurred in the administration of this trust, including, without limitation, any attorneys' fees.

6.5. **Power to File Notices and Cure Defaults.** The Trustor hereby irrevocably appoints the Beneficiary and its successors and assigns, as its attorney-in-fact, which agency is

coupled with an interest, to prepare, execute and file or record any document necessary to create, perfect, or preserve the Beneficiary's security interests and rights in or to any of the Property and Collateral, and upon the occurrence of an event, act or omission which, with notice or passage of time or both, would constitute a Default, the Beneficiary may, but is not obligated to, perform any obligation of the Trustor hereunder.

ARTICLE 7 GENERAL PROVISIONS

7.1. **Additional Provisions.** This Deed of Trust and the Loan Documents contain the entire agreement of the parties with respect to matters contemplated herein and supersede all prior negotiations. The Loan Documents grant further rights to the Beneficiary and contain further agreements and affirmative and negative covenants by the Trustor that apply to this Deed of Trust and to the Property and Collateral, and such further rights and agreements are incorporated herein by this reference.

7.2. **Attorneys' Fees.** If the Note is placed with an attorney for collection or if an attorney is engaged by the Beneficiary to exercise rights or remedies or otherwise take actions to collect thereunder or under any other Loan Document, or if suit be instituted for collection, enforcement of rights and remedies, then in all events, the Trustor agrees to pay all reasonable costs of collection, exercise of remedies or rights or other assertion of claims, including, but not limited to, reasonable attorneys' fees, whether or not court proceedings are instituted, and, where instituted, whether in district court, appellate court, or bankruptcy court.

7.3. **No Waiver; Conflict of Terms.** No previous waiver and no failure or delay by the Beneficiary in acting with respect to the terms of the Deed of Trust or any Loan Document will constitute a waiver of any breach, Default, or failure of condition under the Deed of Trust, Loan Documents, or the obligations secured thereby. A waiver of any term of the Deed of Trust, Loan Documents, or of any of the obligations secured thereby must be made in writing and will be limited to the express written terms of such waiver. Acceptance of payment by the Beneficiary of any sum after its due date will not constitute a waiver of the right to require prompt payment when due of all other sums or to declare Default for nonpayment. In the event of any inconsistencies between the terms of the Note and the terms of any other document related to the Loan evidenced by the Note, the terms of the Note will prevail.

7.4. **Merger.** No merger will occur as a result of the Beneficiary's acquiring any other estate in, or any other lien on, the Property unless the Beneficiary consents to a merger in writing.

7.5. **Successors in Interest.** The terms, covenants, and conditions herein contained will be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

7.6. **Governing Law.** This Deed of Trust will be construed in accordance with the laws of the state where the Property is located, except to the extent that federal law preempts the laws of such state.

7.7. Notices

(a) **Generally.** Each party giving or making any notice, request, demand, or other communication (each, a “**Notice**”) pursuant to this Deed of Trust must give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Deed of Trust is a writing: personal delivery, Registered Mail or Certified Mail (in each case, return receipt requested and postage prepaid), nationally-recognized overnight courier (with all fees prepaid), facsimile, or PDF (portable document format) attached to an email. Any party giving a Notice must address the Notice to the appropriate person at the receiving party (the “**Addressee**”) at the address in the introductory paragraph or to another Addressee or another address as designated by a party in a Notice pursuant to this section. Except as provided elsewhere in this Deed of Trust, a Notice is effective only if the party giving the Notice has complied with this section and the Addressee has received the Notice. A Notice is deemed received as follows: (a) if a Notice is delivered in person, or sent by Registered or Certified Mail, or nationally-recognized overnight courier, upon receipt as indicated by the date on the signed receipt; (b) if a Notice is sent by facsimile, upon receipt by the party giving the Notice of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety to the Addressee’s facsimile number; and (c) if a Notice is sent as a PDF attachment to an email, upon proof the email was sent. If the Addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then the Notice is deemed delivered and received by the Addressee upon the rejection, refusal, or inability to deliver. If any Notice is received after 5:00 p.m. on a business day where the Addressee is located, or on a day that is not a business day where the Addressee is located, then the Notice is deemed received at 9:00 a.m. on the next business day where the Addressee is located.

(b) **By the Trustee.** The Trustee is not obligated to notify any of the other parties of pending sale under any other deed of trust of this trust or of any action or proceeding in which the Trustor, the Beneficiary, or the Trustee are a party unless brought by the Trustee.

(c) **To the Trustor.** Copies of any notice of Default or notice of sale under this Deed of Trust mailed to the Trustor will be sent in accordance with this section.

7.8. **Waiver of Marshaling Rights.** The Trustor, for itself and for all parties claiming through or under the Trustor, and for all parties who may acquire a lien on or interest in the Property hereby waives all rights to have the Property or any other property marshaled upon any foreclosure of the lien of this Deed of Trust or on a foreclosure of any other lien securing the Secured Obligations. The Beneficiary will have the right to sell the Property and any or all of said other property as a whole or in separate parcels, in any order that the Beneficiary may designate.

7.9. **Successor Trustee.** The Beneficiary, at its option, may from time to time remove the Trustee and appoint a successor trustee by an instrument recorded in the county in which this Deed of Trust is recorded. The Beneficiary may also appoint a successor trustee in the event of dissolution or resignation of Trustee in the same manner. Without conveyance of the Property, the successor trustee will succeed to all the title, power, and duties conferred upon the Trustee

under this Deed of Trust and by applicable law, as conclusively evidenced by the recording of the instrument pursuant to this section.

7.10. **Waivers.** The Trustor waives all right of homestead, equity of redemption, and statutory right of redemption and relinquishes all other rights and exemptions of every kind, including, without limitation, a statutory right to an elective share in the Property.

7.11. **Power of Sale.** Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary will notify the Trustee and request that the Trustee commence such proceedings.

(a) Upon receipt of such notice from the Beneficiary, the Trustee will cause to be recorded, published and delivered to the Trustor such notice of Default and election to sell as will then be required by law and by this Deed of Trust. The Trustee will, without demand on the Trustor, after lapse of such time as may then be required by law and after recordation of such notice of Default and after notice of sale having been given as required by law, sell the Property at the time and place of sale fixed by the Trustee in said notice of sale, either as a whole, or in separate lots or parcels or items as the Trustee will deem expedient, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States payable at the time of sale. The Trustee will deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, the Trustor, the Trustee or the Beneficiary, may purchase at such sale and the Trustor hereby covenants to warrant and defend the title of such purchaser or purchasers. In addition, the Beneficiary may credit bid at any such sale an amount up to and including the full amount of the indebtedness under the Loan Documents and hereunder, including, without limitation, accrued and unpaid interest, principal, charges, advances made hereunder and the Trustee's fees and expenses.

(b) After deducting all costs, fees and expenses of the Trustee and of this Deed of Trust, including costs of evidence of title in connection with sale, the Trustee will apply the proceeds of sale in accordance with the provisions of the Loan Documents.

(c) Subject to applicable law, the Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement or subsequently noticed sale, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new notice of sale.

(d) The Beneficiary may from time to time rescind any notice of Default or notice of sale before any Trustee's sale in accordance with applicable law. The exercise by the Beneficiary of such right of rescission will not constitute a waiver of any breach or Default then existing or subsequently occurring, or impair the right of the Beneficiary to execute and deliver to the Trustee, as above provided, other declarations or notices of Default to satisfy the obligations of this Deed of Trust or secured hereby, nor otherwise affect any provision, covenant or condition of any Loan Document or any of the rights, obligations or remedies of the Trustee or the Beneficiary hereunder or thereunder.

7.12. **Reconveyance.** Upon written request of the Beneficiary stating that all sums secured under this Deed of Trust have been paid, and upon surrender of this Deed of Trust and the Note to the Trustee for cancellation and retention and upon payment of the Trustee's fees, the Trustee shall reconvey the Property without warranty. The recitals in any conveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof to their truthfulness. The grantee in the reconveyance may be described as "the person or persons legally entitled thereto."

7.13. **Trustee Rights.** The Trustee may on one or more occasions, without liability and without notice, upon written request of the Beneficiary and presentation of this Deed of Trust and the Note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured under this Deed of Trust, (a) reconvey all or any part of the Property, (b) consent to the making of any map or plat on the Property, or (c) join in any extension agreement subordinating the lien hereof.

7.14. **Joint Obligations of the Trustor.** If there are two or more Trustors to this Deed of Trust, the Beneficiary and the Trustee may elect to recover from any one or more of the Trustors the full amount of any collectively liability of the Trustors under this Deed of Trust, and the Beneficiary and the Trustee may bring one or more separate actions against any one or more of the Trustors with respect to any such liability.

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Trustor is signing this Deed of Trust on the date in the first paragraph.

C2 INVESTMENTS, LLC

By: C2 INVESTMENTS, L.P.

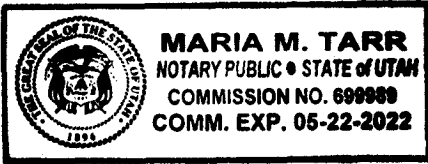
Its: Managing Member

By: *Jeffrey D. Clark*
Name: Jeffrey D. Clark
Title: General Partner

STATE OF Utah)
COUNTY OF Wasatch) :ss)

The foregoing instrument was acknowledged before me this 29 day of August 2018, by Jeffrey D. Clark, a general partner of C2 Investments, L.P., a Utah limited partnership, which is the managing member of C2 Investments, LLC, a Montana limited liability company.

Maria M. Tarr
Notary Public



File No. 105867-DMF.

EXHIBIT A PROPERTY DESCRIPTION

That certain real property owned by the Trustor and located in Weber County, Utah, and more particularly described as follows:

PARCEL 1:

Lot 22, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, according to the official plat thereof on file and of record in the Weber County Recorder's office, recorded June 3, 1998 as Entry No. 1549557 in Book 47 at Page 21.

PARCEL 2:

Lot 10, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, according to the official plat thereof on file and of record in the Weber County Recorder's office, recorded June 3, 1998 as Entry No. 1549557 in Book 47 at Page 21.

PARCEL 3:

Part of the Northeast quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Meridian, U.S. Survey: Beginning at a point on a fence intersection, said point being South 89°28'22" East 459.22 feet (East 457.3 feet) and South 00°03'18" East 463.68 feet (South 00°12'30" East 458 feet) from the Northwest corner of said Northeast quarter and running thence South 88°46'31" East 628.62 feet (South 89°17' East 647.85 feet); thence South 465.46 feet, more or less; thence North 88°53'30" West 645 feet; thence North 00°12'30" West 461.09 feet, more or less, to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion conveyed to Pleasant View City as disclosed by Warranty Deed recorded May 21, 2003 as Entry No. 1940599 in Book 2371 at Page 1378 of official records, being more particularly described as follows:

A parcel of land in fee for the widening of existing Highway State Route 134 known as Project No. SP-0134(2)11, being part of an entire tract of property, situate the Northwest quarter of the Northeast quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract which point is 30.87 feet perpendicularly distant Westerly from the control line of 600 West Street of said project at Engineer's Station 2404+81.48, which corner is 459.22 feet (but calculates 453.72 feet along the apparent possession line) South 89°28'22" East and 463.68 feet (but calculates 467.05 feet along the apparent possession line) South 00°12'30" East and 628.62 feet (but calculates 647.83 feet along the apparent possession line) South 89°17'00" East from the North quarter corner of said Section 31 and running thence South 418.32 feet along the Easterly boundary line of said entire tract to a point 20.90 feet perpendicularly distant Westerly from said control line; thence North 89°15'14" West 17.60 feet to a point 38.50 feet perpendicularly distant Westerly from said control line; thence North 01°21'58" East 418.31 feet to a point in the Northerly boundary line of said entire tract, which point is 38.50 feet perpendicularly distant Westerly from said control line; thence South 89°17'00" East 7.63 feet along said Northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

ALSO LESS AND EXCEPTING THEREFROM that portion conveyed to Utah Department of Transportation as disclosed by Warranty Deed recorded June 11, 2003 as Entry No. 1946432 in Book 2383 at Page 1633 of official records, being more particularly described as follows:

A parcel of land in fee for the widening of existing Highway State Route 134 known as Project No. SP-0134(2)11,

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being part of an entire tract of property, situate in the Northwest quarter of the Northeast quarter of Section 31, Township 7 North, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southwest corner of said entire tract which point is 12.20 feet perpendicularly distant Northerly from the control line of 2550 North Street of said project at Engineer's Station 2596+66.47, which corner is 457.30 feet (but calculates 453.72 feet along the apparent possession line) East and 924.77 feet (but calculates 933.93 feet along the apparent possession line) South $00^{\circ}12'30''$ East from the North quarter corner of said Section 31 and running thence North $00^{\circ}12'30''$ West 22.01 feet along the Westerly boundary line of said entire tract to a point 34.20 feet perpendicularly distant Northerly from said control line; thence South $88^{\circ}53'30''$ East 449.50 feet to a point 33.03 feet perpendicularly distant Northerly from said control line; thence North $87^{\circ}08'38''$ East 157.14 feet to a point 43.48 feet perpendicularly distant Northerly from said control line; thence North $47^{\circ}04'03''$ East 28.67 feet to a point 63.36 feet perpendicularly distant Northerly from said control line; thence South $89^{\circ}15'14''$ East 17.60 feet to a point in the Easterly boundary line of said entire tract, which point is 63.42 feet perpendicularly distant Northerly from said control line; thence South 52.92 feet along said Easterly boundary line to the Southeast corner of said entire tract, which corner is 10.51 feet perpendicularly distant Northerly from said control line; thence North $88^{\circ}53'30''$ West 645.00 feet along the Southerly boundary line of said entire tract to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

PARCEL 4:

Those lots, buildings or hangars known as S-1581 and appurtenant truck parking area, if any, of the Ogden Hinckley Airport, a municipal airport, located in the following described tracts of land in Weber County, State of Utah, more particularly described as follows:

Part of Section 1, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said part of Mansion Heights Addition, described as follows:

Beginning at point South $00^{\circ}03'30''$ East 207.08 feet to the Southeasterly right of way line of the State Highway from the Northeast corner of said Section 1 and running thence South 4630 feet along the East section line to the Northwesterly right of way of U.P.R.R. Co.; thence South $38^{\circ}15'$ West 564 feet to the South line of said Section 1; thence West 2061 feet to the East line of the Ogden-Hinckley Airport Redevelopment Project Area; thence North 3960 feet, more or less, to the Southeasterly right of way line of said State Highway, and the corporate limits of Ogden City; thence North $67^{\circ}16'$ East 873.94 feet; thence North $71^{\circ}57'29''$ East 418.52 feet; thence North 79.94 feet; thence North $67^{\circ}15'$ East 1422.68 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM 4 parcels deeded to Williams Research Corporation recorded February 7, 1978 as Entry No. 727818 in Book 1224 at Page 545 of official records, and recorded August 2, 1978 as Entry No. 747433 in Book 1255 at Page 872 of official records, and recorded September 16, 1980 as Entry No. 819816 in Book 1366 at Page 497 of the official records; and 3 parcels deeded to Williams International Corporation recorded April 29, 1983 as Entry No. 878825 in Book 1423 at Page 1745, and recorded August 1, 1989 as Entry No. 1084958 in Book 1568 at Page 443 of official records, and 1 parcel deeded to Eddie R. Wells and Janet P. Wells, recorded January 19, 1993 as Entry No. 1208873 in Book 1650 at Page 1727 of official records and also less and excepting that parcel deeded, recorded June 14, 1993 as Entry No. 1230724 in Book 1667 at Page 1408 of official records.

Tax Id No.: 19-121-0011, 19-122-0003, 17-063-0029 and 08-001-0001

ADDITIONAL PROPERTY SECURED UNDER PROVISION 2.1 OF THIS DEED OF TRUST**PARCEL 1:**

Unit No. 1701, 99 WEST CONDOMINIUMS (formerly known as PROMONTORY ON SOUTH TEMPLE CONDOMINIUMS), according to the official plat thereof as recorded in the Recorder's office of Salt Lake County, State of Utah as Entry No. 11124991 on January 28, 2011 (the "Plat"), and according to the Declaration of Condominium of Promontory on South Temple Condominiums, recorded in the Recorder's office of Salt Lake County, State of Utah as Entry No. 11124992 in Book 9901 beginning at Page 7021 on January 28, 2011 (the "Declaration"), together with (i) an undivided ownership interest in all Common Areas and Common Facilities of Promontory on South Temple Condominiums as more fully set forth in the Declaration, and (ii) all rights, benefits and easements described and provided for in said Declaration.

PARCEL 1A:

A non-exclusive right-of-way for access to the Common Areas as set forth in the Declaration of Condominium of Promontory on South Temple Condominiums, recorded as Entry No. 11124992 in Book 9901 at Page 7021 on January 28, 2011.

PARCEL 2:

Part of Lots 7, 8 and 9, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Northeast corner of said Lot 8 and running thence South 00°58' West 161.68 feet along the East line of said block; thence North 89°00'16" West 137.00 feet; thence South 00°58' West 22.00 feet; thence North 89°00'16" West 196.35 feet to the West line of Lot 9; thence North 00°58' East 315.68 feet to the Northwest corner of said Lot 7; thence South 89°09' East 86.85 feet along the North line of said Lot 7; thence South 00°58' West 119.80 feet; thence South 89°07'59" East 130.00 feet; thence South 00°52'01" West 12.95 feet to the South line of Lot 7; thence South 89°07'36" East 116.50 feet along the South line of said Lot 7 to the point of beginning.

TOGETHER WITH an easement for ingress and egress described as follows: a part of Lots 9 and 10, Block 23, Plat A: Beginning at a point 104.46 feet North 00°58' East of the Northwest corner of Lot 10 and running thence South 89°00'16" East 20 feet; thence South 00°58' West 143.31 feet; thence North 89°00'16" West 20 feet; thence North 00°58' East 143.31 feet to the point of beginning. The above described easement shall terminate and revert to James W. Stacey and Thomas E. Norman, or their assigns, at such time as the easement no longer joins with or connects to public use property to the South of said easement.

SUBJECT TO a no build easement described as follows: a part of Lot 9, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at a point which is North 00°58' East 104.02 feet from the Southeast corner of said Lot 9 and running thence North 89°00'16" West 147.00 feet; thence North 00°58' East 10.00 feet; thence South 89°00'16" East 147.00 feet; thence South 00°58' West 10.00 feet to the point of beginning. This no build easement is to be interpreted so as to comply with existing building code requirements for an existing building located immediately to the South of such easement and shall terminate if and when such building is demolished or removed.

PARCEL 3:

Part of Lot 7, Block 23, Plat "A", Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the Northeast corner of Lot 7 and running thence South 00°58' West 132.85 feet to the Southeast corner of said Lot 7; thence North 89°07'36" West 116.50 feet, along the South line of said Lot 7; thence North 00°52'01" East 12.95 feet; thence North 89°07'59" West, 130 feet; thence North 00°58' East, 119.80 feet to the North line of said Lot 7; thence South 89°09' East 246.50 feet along said North line to the point of beginning.

PARCEL 4:

Part of Lots 5 and 6, Block 23, Plat A, Ogden City Survey, Ogden City, Weber County, Utah: Beginning at the

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Northeast corner of said Lot 6 and running thence South 00°58' West 265.43 feet to the Southeast corner of said Lot 5; thence North 89°06'12" West 29.65 feet; thence North 00°58' East 54.50 feet; thence North 89°06'12" West 115.85 feet parallel to the South line of said Lot 7; thence North 00°58' East 195.82 feet to the North line of said Lot 6; thence three courses along said North line as follows: South 89°09' East 3.20 feet; thence Northeasterly along the arc of a 47.60 foot radius curve to the left 38.85 feet (long chord bears North 67°28'12" East 37.77 feet), and South 89°09' East 107.65 feet to the point of beginning.

PARCEL 5:

All of Lot 21, PARKLAND BUSINESS CENTER SUBDIVISION PHASE 1, Pleasant View City, Weber County, Utah, as recorded on the official plat thereof.

Tax Id No.: 15-01-232-106, 01-019-0023, 01-019-0024, 01-019-0019 and 19-121-0010