

DEED OF TRUST

When Recorded, Mail to:

Jonathan Reid
972 South High Ridge Road,
Spanish Fork, UT 84660

DEFINITIONS:

A. “**Applicable Law**” means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

B. “**Deed of Trust**” means this document, which is dated December 29, 2022.

C. “**Grantor**” is Elevate Development Partners, LLC, a Utah limited liability company, as to the Property encumbered hereby. Grantor is the owner of the Property. Grantor’s address is 12527 Wildflower Lane, Highland, Utah 84003.

D. “**Grantee/Beneficiary**” is Jonathan Reid. Grantee/Beneficiary’s address is: 972 South High Ridge Road, Spanish Fork, UT 84660. Grantee/ Beneficiary may also be referred to as the “lender” or the “beneficiary”.

E. “**Loan**” means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Deed of Trust, plus interest.

F. “**Note**” means that certain Promissory Note signed by Grantor and dated effective December 29, 2022. The Note states that Grantor owes Grantee/Beneficiary Four Million Seventy-one Thousand One Hundred and Eighteen Dollars and Sixty-three Cents (\$4,071,118.63) plus non-compounding interest accruing at a rate of 12.5% per annum. Grantor is required to make interest-only payments (subject to exceptions set forth in the Note) until December 31, 2023 and then to pay off the remaining balance of the Note by the “Maturity Date” of the Note which is defined in the Note as the earlier of (a) an Event of Default or July 1, 2024.

G. “**Property**” means the property that is described in Addendum A, attached hereto, which is located at approximately 2100 North Canyon Creek Parkway in Spanish Fork, Utah.

H. “**Successor in Interest of Grantor**” means any party that has taken title to the Property, whether or not that party has assumed Grantor’s obligations under the Note and/or this Deed of Trust.

I. “**Trustee**” means K. Paul MacArthur of 4844 North 300 West Ste 300, Provo, Utah 84604.

TRANSFER OF RIGHTS IN THE PROPERTY:

This Deed of Trust secures to Grantee/Beneficiary: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Grantor’s covenants

and agreements under this Deed of Trust and the Note. For this purpose, Grantor irrevocably grants and conveys to Trustee the Property, in trust, with power of sale.

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions to the Property shall also be covered by this Deed of Trust.

GRANTOR COVENANTS that it is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.

THIS DEED OF TRUST combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform Deed of Trust covering real property.

Grantor and Grantee/Beneficiary covenant and agree as follows:

1. Payment of Principal and Interest. Grantor shall pay Grantee/Beneficiary according to the terms and provisions of the Note to which this Deed of Trust is attached as Exhibit A. Conflicts or inconsistencies which may arise between provisions of the Note and this Deed of Trust shall be decided in favor of the Note's provisions.

2. Charges; Liens. Grantor shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property not noted above under TRANSFER OF RIGHTS IN PROPERTY, and which might otherwise gain priority. Grantor shall promptly discharge any lien which has priority over this Deed of Trust unless Grantor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Grantee/Beneficiary, but only so long as Grantor is performing and not in default under such agreement; (b) contests the lien in good faith by, or defend against enforcement of the lien in, legal proceedings which in Grantee/Beneficiary's opinion operates to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the Grantee/Beneficiary of the lien an agreement satisfactory to Grantee/Beneficiary subordinating the lien to this Deed of Trust. If Grantee/Beneficiary determines that any part of the Property is subject to any other lien not anticipated herein which can attain priority over this Deed of Trust, Grantee/Beneficiary may give Grantor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor shall satisfy the lien or take one or more of the actions set forth above in this Section 2. Grantee/Beneficiary may require Grantor to pay a one-time charge for a real estate tax verification and/or reporting service used by Grantee/Beneficiary in connection with the Loan.

3. Property Insurance. Grantor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Grantee/Beneficiary requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Grantee/Beneficiary requires. What Grantee/Beneficiary requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Grantor subject to Grantee/Beneficiary's right to disapprove Grantor's choice, which right shall not be exercised unreasonably. Grantee/Beneficiary may require Grantor to pay, in connection with the Loan, either: (a) a one-time charge for flood zone

determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Grantor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor.

If Grantor fails to maintain any of the coverages described above, Grantee/Beneficiary may obtain insurance coverage, at Grantee/Beneficiary's option and Grantor's expense. Grantee/Beneficiary is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Grantee/Beneficiary, but might or might not protect Grantor, Grantor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect.

Grantor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor could have obtained. Any amounts disbursed by Grantee/Beneficiary under this Section 3 shall become additional debt of Grantor secured by this Deed of Trust. These amounts shall bear interest at the rates indicated on the Note from the date of disbursement and shall be payable, with such interest, upon notice from Grantee/Beneficiary to Grantor requesting payment.

All insurance policies required by Grantee/Beneficiary and renewals of such policies shall be subject to Grantee/Beneficiary's right to disapprove such policies, shall include a standard mortgage clause, and shall name Grantee/Beneficiary as mortgagee and/or as an additional loss payee and Grantor further agrees to generally assign rights to insurance proceeds to the Grantee/Beneficiary of the Note up to the amount of the outstanding loan balance. Grantee/Beneficiary shall have the right to hold the policies and renewal certificates. If Grantee/Beneficiary requires, Grantor shall promptly give to Grantee/Beneficiary all receipts of paid premiums and renewal notices. If Grantor obtains any form of insurance coverage, not otherwise required by Grantee/Beneficiary, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Grantee/Beneficiary as mortgagee and/or as an additional loss payee and Grantor further agrees to generally assign rights to insurance proceeds to the Grantee/Beneficiary of the Note up to the amount of the outstanding Loan balance. In the event of loss, Grantor shall give prompt notice to the insurance carrier and Grantee/Beneficiary. Grantee/Beneficiary may make proof of loss if not made promptly by Grantor. Unless Grantee/Beneficiary and Grantor otherwise agrees in writing, any insurance proceeds, whether or not the underlying insurance was required by Grantee/Beneficiary, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Grantee/Beneficiary's security is not lessened.

During such repair and restoration period, Grantee/Beneficiary shall have the right to hold such insurance proceeds until Grantee/Beneficiary has had an opportunity to inspect such Property to ensure the work has been completed to Grantee/Beneficiary's satisfaction, provided that such inspection shall be undertaken promptly. Grantee/Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Grantee/Beneficiary shall not be required to pay Grantor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor shall not be paid out of the insurance proceeds and shall be the sole obligation of Grantor. If the restoration or repair is not economically feasible or Grantee/Beneficiary's security would be lessened, the insurance

proceeds shall be applied to the sums secured by this Deed of Trust, whether or not then due, with the excess, if any, paid to Grantor.

If Grantor abandons the Property, Grantee/Beneficiary may file, negotiate and settle any available insurance claim and related matters. If Grantor does not respond within 30 days to a notice from Grantee/Beneficiary that the insurance carrier has offered to settle a claim, then Grantee/Beneficiary may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Grantee/Beneficiary acquires the Property under Section 20 or otherwise, Grantor hereby assigns to Grantee/Beneficiary (a) Grantor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Deed of Trust, and (b) any other of Grantor's rights (other than the right to any refund of unearned premiums paid by Grantor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Grantee/Beneficiary may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Deed of Trust, whether or not then due.

4. Occupancy. Grantor is not required to occupy, establish, and use the Property as Grantor's principal residence.

5. Preservation, Maintenance and Protection of the Property; Inspections. Grantor shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Grantor is residing in the Property, Grantor shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 3 that repair or restoration is not economically feasible, Grantor shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Grantor shall be responsible for repairing or restoring the Property only if Grantee/Beneficiary has released proceeds for such purposes. Grantee/Beneficiary may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Grantor is not relieved of their obligation for the completion of such repair or restoration.

Grantee/Beneficiary or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Grantee/Beneficiary may inspect the interior of the improvements on the Property. Grantee/Beneficiary shall give Grantor notice at the time of or prior to such an interior inspection specifying such reasonable cause.

6. Grantor's Loan Application. Grantor shall be in default if, during the process of entering into the Note with Grantee/Beneficiary, Grantor or any persons or entities acting at the direction of Grantor or with Grantor's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Grantee/Beneficiary (or failed to provide Grantee/Beneficiary with material information) in connection with the Loan.

7. Protection of Grantee/Beneficiary's Interest in the Property and Rights Under this Deed of Trust. If (a) Grantor fails to perform the covenants and agreements contained in this Deed of Trust, (b) there is a legal proceeding that might significantly affect Grantee/Beneficiary's interest in the Property and/or rights under this Deed of Trust (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Deed of

Trust or to enforce laws or regulations), or (c) Grantor has abandoned the Property, then Grantee/Beneficiary may do and pay for whatever is reasonable or appropriate to protect Grantee/Beneficiary's interest in the Property and rights under this Deed of Trust, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Grantee/Beneficiary's actions can include, but are not limited to: (x) paying any sums secured by a lien which has priority over this Deed of Trust; (y) appearing in court; and (z) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Deed of Trust, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Grantee/Beneficiary may take action under this Section 7, Grantee/Beneficiary does not have to do so and is not under any duty or obligation to do so. It is agreed that Grantee/Beneficiary incurs no liability for not taking any or all actions authorized under this Section 7.

Any amounts disbursed by Grantee/Beneficiary under this Section 7 shall become additional debt of Grantor secured by this Deed of Trust. These amounts shall bear interest at the interest rate of the Note which, at the time, has the highest principal amount still owing, from the date of disbursement and shall be payable, with such interest, upon notice from Grantee/Beneficiary to Grantor requesting payment.

If this Deed of Trust is on a leasehold, Grantor shall comply with all the provisions of the lease. If Grantor acquires fee title to the Property, the leasehold and the fee title shall not merge unless Grantee/Beneficiary agrees to the merger in writing.

8. Default Under Legal Proceeding Effecting Ownership. Grantor shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Grantee/Beneficiary's judgment, could result in forfeiture of the Property or other material impairment of Grantee/Beneficiary's interest in the Property or rights under this Deed of Trust. Grantor can cure such a default and, if acceleration has occurred, reinstate as provided herein, by causing the action or proceeding to be dismissed with a ruling that, in Grantee/Beneficiary's judgment, precludes forfeiture of the Property or other material impairment of Grantee/Beneficiary's interest in the Property or rights under this Deed of Trust. The proceeds of any award or claim for damages that are attributable to the impairment of Grantee/Beneficiary's interest in the Property are hereby assigned and shall be paid to Grantee/Beneficiary.

9. Grantor Not Released; Forbearance By Grantee/Beneficiary Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Grantee/Beneficiary to Grantor or any Successor in Interest of Grantor shall not operate to release the liability of Grantor or any Successors in Interest of Grantor. Grantee/Beneficiary shall not be required to commence proceedings against any Successor in Interest of Grantor or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Grantor or any Successors in Interest of Grantor. Any forbearance by Grantee/Beneficiary in exercising any right or remedy including, without limitation, Grantee/Beneficiary's acceptance of payments from third persons, entities or Successors in Interest of Grantor or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound. Subject to the provisions of this instrument, any Successor in Interest of Grantor who assumes Grantor's obligations under this Deed of Trust in writing, and is approved by Grantee/Beneficiary, shall obtain all of Grantor's rights and benefits under this Deed of Trust. Grantor shall not be released from Grantor's obligations and liability under this Deed of Trust unless Grantee/Beneficiary agrees to such release in writing. The covenants and agreements of this Deed of Trust shall bind (except as provided herein) and benefit the successors and assigns of Grantee/Beneficiary.

11. Charges in Event of Default. Grantee/Beneficiary shall charge Grantor fees for services performed in connection with Grantor's default, for the purpose of protecting Grantee/Beneficiary's interest in the Property and rights under this Deed of Trust, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Deed of Trust to charge a specific fee to Grantor shall not be construed as a prohibition on the charging of such fee. Grantee/Beneficiary may not charge fees that are expressly prohibited by this Deed of Trust or by Applicable Law. If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such Loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor. Grantee/Beneficiary may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Grantor. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Grantor's acceptance of any such refund made by direct payment to Grantor will constitute a waiver of any right of action Grantor might have arising out of such overcharge.

12. Notices. All notices given by Grantor or Grantee/Beneficiary in connection with this Deed of Trust must be in writing. Any notice to Grantor in connection with this Deed of Trust shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. The notice address shall be the address indicated above in Paragraph C of the Definitions Section unless Grantor has designated a substitute notice address by notice to Grantee/Beneficiary. Grantor shall promptly notify Grantee/Beneficiary of Grantor's change of address. If Grantee/Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Grantee/Beneficiary shall be given by delivering it or by mailing it by first class mail to Grantee/Beneficiary's address stated herein unless Grantee/Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Grantee/Beneficiary until actually received by Grantee/Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

13. Governing Law; Severability; Rules of Construction. This Deed of Trust shall be governed by Applicable Law. All rights and obligations contained in this Deed of Trust are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Deed of Trust or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this

Deed of Trust or the Note which can be given effect without the conflicting provision.

14. Grantor's Copy. Grantor shall be given a copy of the Note and of this Deed of Trust.

15. Acceleration Upon Notice of Sale. If all or any part of the Property or any interest in the Property is sold or transferred (or if Grantor is not a natural person and a beneficial interest in Grantor is sold or transferred) without Grantee/Beneficiary's prior written consent, Grantee/Beneficiary may require immediate payment in full of all sums secured by this Deed of Trust. However, this option shall not be exercised by Grantee/Beneficiary if such exercise is prohibited by Applicable Law.

If Grantee/Beneficiary exercises this option, Grantee/Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Grantee/Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

16. Grantor's Right to Reinstate After Acceleration. If Grantor meets certain conditions, Grantor shall have the right to have enforcement of this Deed of Trust discontinued at any time prior to the earliest of five days before sale of the Property pursuant to any power of sale contained in this Deed of Trust; such other period as Applicable Law might specify for the termination of Grantor's right to reinstate; or entry of a judgment enforcing this Deed of Trust. Those conditions are that Grantor: (a) pays Grantee/Beneficiary all sums which then would be due under this Deed of Trust and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Deed of Trust, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Grantee/Beneficiary's interest in the Property and rights under this Deed of Trust; and (d) takes such action as Grantee/Beneficiary may reasonably require to assure that Grantee/Beneficiary's interest in the Property and rights under this Deed of Trust, and Grantor's obligation to pay the sums secured by this Deed of Trust, shall continue unchanged. Grantee/Beneficiary may require that Grantor pay such reinstatement sums and expenses in one or more of the following forms, as selected by Grantee/Beneficiary: (w) cash; (x) money order; (y) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (z) Electronic Funds Transfer.

Upon reinstatement by Grantor, this Deed of Trust and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration.

17. Sale of Note. The Note or a partial interest in a Note (together with this Deed of Trust) cannot be sold without prior notice to Grantor.

18. Notice Before Legal Proceedings. Neither Grantor nor Grantee/Beneficiary may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Deed of Trust or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Deed of Trust, until such Grantor or Grantee/Beneficiary has notified the other party of such alleged breach and afforded

the other party hereto a 30 day period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 18. The notice of acceleration and opportunity to cure given to Grantor and a notice of acceleration given to Grantor shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 18.

19. Remedies. Grantee/Beneficiary shall give notice to Grantor prior to acceleration following Grantor's breach of any covenant or agreement in this Deed of Trust (but not prior to acceleration unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Grantor, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further inform Grantor of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Grantor to acceleration and sale. If the default is not cured on or before the date specified in the notice, Grantee/Beneficiary at its option may require immediate payment in full of all sums secured by this Deed of Trust without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Grantee/Beneficiary shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Grantee/Beneficiary invokes the power of sale, Grantee/Beneficiary shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Grantee/Beneficiary's election to cause the Property to be sold. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Grantee/Beneficiary or Trustee shall mail copies of the notice as prescribed by Applicable Law to Grantor and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Grantor, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Grantee/Beneficiary or her designee may purchase the Property at any sale.

20. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Grantee/Beneficiary shall request Trustee to issue a deed of reconveyance for Grantor. Trustee shall record such deed of reconveyance of the Property without warranty to the person or persons legally entitled to it.


21. Substitute Trustee. Grantee/Beneficiary, at her option, may appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Grantee/Beneficiary and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Grantee/Beneficiary, Trustee and Grantor, the book and page where this Deed of Trust is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

BY SIGNING BELOW, Grantor and Grantee/Beneficiary accept and agree to the terms and covenants contained in this Deed of Trust and in any Rider executed and recorded with it.

GRANTOR:

GRANTEE/BENEFICIARY:

Elevate Development Partners, LLC

By: 
Austin Pritchett, Manager

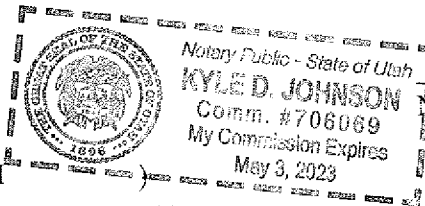

Jonathan Reid

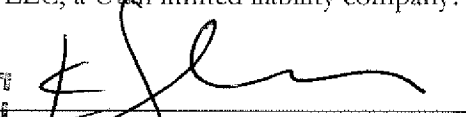
TRUSTEE:

K. Paul MacArthur

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The undersigned, a Notary Public in and for said County and State, does hereby certify that Austin Pritchett, personally known to me to be the person whose name is subscribed to the foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same in his capacity as manager of Elevate Development Partners, LLC, a Utah limited liability company.

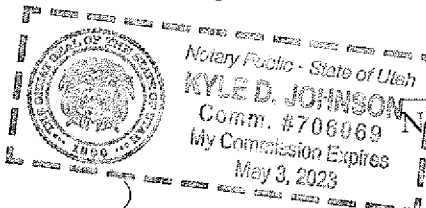


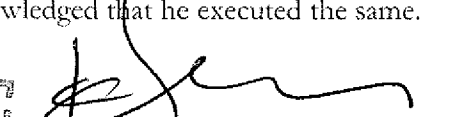


Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The undersigned, a Notary Public in and for said County and State, does hereby certify that Jonathan Reid, personally known to me to be the person whose name is subscribed to the foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same.





Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The undersigned, a Notary Public in and for said County and State, does hereby certify that K. Paul MacArthur, personally known to me to be the person whose name is subscribed to the

BY SIGNING BELOW, Grantor and Grantee/Beneficiary accept and agree to the terms and covenants contained in this Deed of Trust and in any Rider executed and recorded with it.

GRANTOR:


GRANTEE/BENEFICIARY:

Elevate Development Partners, LLC

Collin Reid

By: _____
Austin Pritchett, Manager

TRUSTEE:


K. Paul MacArthur

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The undersigned, a Notary Public in and for said County and State, does hereby certify that Austin Pritchett, personally known to me to be the person whose name is subscribed to the foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same in his capacity as manager of Elevate Development Partners, LLC, a Utah limited liability company.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

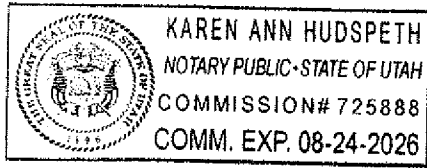
The undersigned, a Notary Public in and for said County and State, does hereby certify that Collin Reid, personally known to me to be the person whose name is subscribed to the foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same.

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The undersigned, a Notary Public in and for said County and State, does hereby certify that K. Paul MacArthur, personally known to me to be the person whose name is subscribed to the

foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same.



Karen Ann Hudspeth
Notary Public

foregoing Deed of Trust, appeared before me in person and acknowledged that he executed the same.

Notary Public

ADDENDUM A

PROPERTY DESCRIPTION

COM N 312.25 FT & E 1008.07 FT FR E 1/4 COR. SEC. 7, T8S, R3E, SLB&M.; N 43 DEG 45' 0" E 22.96 FT; S 78 DEG 1' 43" E 316.88 FT; S 270.44 FT; E 409.19 FT; S 55 DEG 18' 0" W 319.99 FT; S 34 DEG 42' 1" E 17 FT; S 54 DEG 38' 59" W 1679.18 FT; N 3 DEG 3' 25" E 56.2 FT; ALONG A CURVE TO L (CHORD BEARS: N 1 DEG 11' 50" E 522.44 FT, RADIUS = 8049 FT); ALONG A CURVE TO L (CHORD BEARS: N 10 DEG 35' 7" W 499.38 FT, RADIUS = 1449 FT); ALONG A CURVE TO R (CHORD BEARS: N 18 DEG 1' 10" W 117.32 FT, RADIUS = 1351 FT); N 73 DEG 0' 0" E 1047.84 FT TO BEG. AREA 28.307 AC.

And

COM N 0 DEG 17' 18" W 262.37 FT & E 1338.75 FT FR W 1/4 COR. SEC. 8, T8S, R3E, SLB&M.; S 78 DEG 1' 43" E 123.8 FT; S 78 DEG 17' 50" E 434.92 FT; S 77 DEG 41' 54" E 192.85 FT; S 55 DEG 18' 0" W 168.35 FT; W 596.99 FT; N 250.82 FT TO BEG. AREA 2.781 AC.

And

COM N 0 DEG 17' 18" W 93.05 FT & E 137.76 FT FR NW COR. SEC. 8, T8S, R3E, SLB&M.; S 73 DEG 0' 0" W 149.12 FT; ALONG A CURVE TO L (CHORD BEARS: N 13 DEG 14' 20" W 18.07 FT, RADIUS = 1351 FT); N 75 DEG 38' 37" E 41.22 FT; N 81 DEG 35' 40" E 107.97 FT TO BEG. AREA 0.036 AC.

And

COM N 129.49 FT & W 22.15 FT FR E 1/4 COR. SEC. 7, T8S, R3E, SLB&M.; S 87 DEG 29' 59" E 21.66 FT; S 14.97 FT; S 19 DEG 0' 2" W 35.99 FT; ALONG A CURVE TO R (CHORD BEARS: N 11 DEG 13' 58" W 50.92 FT, RADIUS = 1351 FT) TO BEG. AREA 0.014 AC.

And

COM W 12.23 FT & N 79.55 FT FR E 1/4 COR. SEC. 7, T8S, R3E, SLB&M.; N 19 DEG 0' 22" E 35.99 FT; S 0 DEG 9' 24" E 44.22 FT; S 75 DEG 38' 37" W 9.35 FT; N 12 DEG 31' 19" W 12.81 FT TO BEG. AREA 0.007 AC.

Parcel Nos. 26:052:0037, 26:053:0020, 26:053:0018, 26:050:0037 and 26:050:0043