

WHEN RECORDED MAIL TO:

Kornerstone Guaranty Insurance Company
405 South Main Street, Ste. 1000
Salt Lake City, Utah 84111
Attn: Bradley J. Eichers

ENTRY NO. 00976146

07/31/2013 03:35:56 PM B: 2200 P: 0200

Trust Deed PAGE 1/17

MARY ANN TRUSSELL, SUMMIT COUNTY RECORDER
FEE 45.00 BY RHG FAMILY HOLDINGS LLC



TRUST DEED

(WITH SECURITY AGREEMENT, FINANCING STATEMENT
AND ASSIGNMENT OF RENTS AND LEASES)

THIS TRUST DEED (WITH SECURITY AGREEMENT, FINANCING STATEMENT AND ASSIGNMENT OF RENTS AND LEASES) (this "Trust Deed"), is made and given this 5th day of July 2013, by RHG FAMILY, LLC, a Utah limited liability company, (as "Trustor"), whose principal address is 405 South Main Street, Ste. 1200, Salt Lake City, Utah 84111; to WRONA LAW FIRM, PC, a Utah professional corporation, whose address is 1745 Sidewinder Drive, Park City, Utah 84060 (as "Trustee"), for the benefit of KORNERSTONE GUARANTY INSURANCE COMPANY, a Utah corporation, (as "Beneficiary"), whose address is 405 South Main Street, Ste. 1000, Salt Lake City, Utah 84111.

RECITALS

Trustor has executed and delivered to Beneficiary a Secured Promissory Note (the "Note") in the principal amount of **EIGHT HUNDRED FIFTY THOUSAND DOLLARS (\$850,000.00)**, payable as provided under the terms thereof. The Note and any and all other instruments or documents executed by Trustor in connection herewith or therewith are referred to herein as the "Loan Documents".

All of the indebtedness evidenced by the Note, all advances under the Note, and any and all additional loans and advances made by Beneficiary to Trustor, together with all sums payable by Trustor pursuant to any other Loan Document, are collectively referred to herein as the "Indebtedness"; and all of the terms, provisions, conditions and agreements on Trustor's part to be performed or observed pursuant to the terms of this Trust Deed and the Note (the "Secured Obligations"). Trustor desires to secure the payment of the Indebtedness and the performance and observance of the Secured Obligations by executing and delivering this Trust Deed.

GRANT, CERTAIN COVENANTS

Trustor, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HEREBY GIVES, BARGAINS, SELLS, ASSIGNS, CONVEYS, PLEDGES, TRANSFERS AND GRANTS to Trustee, in trust, with power of sale, all rights, title and interests of Trustor in the following described "Property":

(a) SEE ATTACHED EXHIBIT A

(b) Any right, title or interest of Trustor in and to any easements or rights of way appurtenant to any of the foregoing Property;

- (c) Any other development rights of Trustor relating to the foregoing Property;
- (d) Any and all furniture, fixtures, and equipment located in or used in connection with the foregoing Property;
- (e) Any and all improvements, tenements, buildings, easements, fixtures, privileges, reservations, allowances, hereditament and appurtenances, now or hereafter belonging or pertaining to any of the foregoing Property;
- (f) All trees, shrubs, flowers and landscaping plants and materials now or hereafter located on, under or above any of the foregoing Property;
- (g) All insurance proceeds paid or payable upon any damage to or destruction of any improvements or other Property, whether real, personal or mixed, located on any of the foregoing Property;
- (h) All awards and payments, including without limitation interest payments, resulting from the exercise of any right of condemnation or eminent domain or from any other public or private taking of, injury to or decrease in the value of, any of the Property;
- (i) All water and water rights appurtenant to the Property, together with all associated easements and rights-of-way;
- (j) Any and all rights to obtain water, sewer and other services from any service districts in connection with any of the foregoing Property;
- (k) All of the rents, income, receipts, revenues, issues and profits of or from the Property and the improvements located thereon;
- (l) Any and all other rights and interest of every name and nature in all property, whether real, personal or mixed, now or hereafter owned or leased by Trustor, forming a part of or used in connection with the foregoing Property and the improvements located thereon, including without limitation all machines, machinery, fixtures, apparatus, equipment or articles used to supply heating, gas, electricity, air conditioning, water, light, power, sprinkler protection, waster removal, refrigeration and ventilation; all appurtenances to such equipment; and all architects', contractors' and suppliers' agreements and contracts and all plans and specifications relating to the construction of improvements; and
- (m) Any and all proceeds from the sale or other transfer of any of the foregoing Property.

TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Trustor binds itself and its heirs, executors, administrators, personal representative, successors, and assigns to **WARRANT AND FOREVER DEFEND** the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof. The Property covered by this Trust Deed includes the land and the following items, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Trust Deed, and all rights, hereditaments and appurtenances pertaining thereto, all of which are collectively referred to as the "Property":

ALL FOR THE FOLLOWING USES AND PURPOSES:

- (i) as security for the due and punctual payment by Trustor to Beneficiary of all of the Indebtedness;
- (ii) as security for the due and punctual performance, observance and payment by Trustor of the Secured Obligations;
- (iii) as security for payment, performance and observance by Trustor of each covenant, condition, provision and agreement contained in the Note and in any other document or instrument related to the indebtedness hereby secured and of all monies expended or advanced by Beneficiary pursuant to the terms hereof or to preserve any right of Beneficiary thereunder; and
- (iv) as security for payment of any and all additional loans and advances made by Beneficiary to Trustor with interest thereon, late charges, extension and other fees, attorneys' fees, according to the terms of the Note evidencing such loans and advances, and all extensions, modifications, renewals or replacements thereof.

GENERAL COVENANTS

TRUSTOR, in order to protect more fully the security of this Trust Deed, HEREBY COVENANTS AND AGREES as follows:

1. Payment of Indebtedness. Trustor will duly and promptly pay the principal owed under the Note, and all other Indebtedness, as the same become due, and will duly and punctually perform and observe all of the Secured Obligations.

2. Maintenance, Repair, Restoration, Liens, Status of Leases, Etc. Trustor will (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter comprising a part of the Property that may be damaged or destroyed; (b) keep the Property in good condition and repair, without waste, and free from mechanics', materialmen's or like liens or claims or other liens or claims of lien; (c) pay, when due, any indebtedness that may be secured by a lien or charge on the Property, and upon request exhibit satisfactory evidence of the payment of such lien to Beneficiary; (d) pay, when due, any homeowner's association dues and assessments and obligations applicable to the Property; (e) comply in a timely manner, with all requirements of any restrictive covenants applicable to the Property; and (e) comply with all requirements of law, municipal ordinances or restrictions of record with respect to the Property and the use thereof.

3. Taxes. Trustor will pay when due all general and special taxes, assessments, water charges and other fees, taxes, charges and assessments of every kind and nature whatsoever ("Taxes"), whether or not assessed against Trustor, if applicable to the Property or any interest therein, or the Indebtedness, or any obligation or agreement secured hereby; and Trustor will furnish to Beneficiary duplicate receipts for payment of real estate taxes and assessments within thirty (30) days after payment. Trustor may contest any Taxes in good faith by appropriate proceedings, on the conditions that Trustor shall first furnish to Beneficiary such security for the payment of the Taxes as Beneficiary may request, and Trustor shall pay the Taxes, notwithstanding such contest, if, in the opinion of Beneficiary, the Property is in jeopardy or in danger of being forfeited, sold at judicial sale or sheriff's sale, or foreclosed. Trustor will, upon request of Beneficiary, deposit with Beneficiary monthly an amount deemed by Beneficiary to be sufficient to

accumulate by the next date for payment of real estate taxes and assessments sufficient funds to pay real estate taxes and assessments when due. Such money shall be held in an interest-bearing account, and any interest on the funds so deposited by Beneficiary shall belong to Beneficiary.

4. Insurance Coverage. Trustor will cause to be insured, and keep insured, all of the buildings and improvements now or hereafter comprising a part of the Property and each and every part and parcel thereof, against such perils and hazards as Beneficiary may from time to time reasonably require, and, in any event, including without limitation:

(a) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as Beneficiary may reasonably require, in amounts equal to the full replacement value of the Property;

(b) bodily injury and property damage liability insurance with such limits as Beneficiary may reasonably require; and

(c) during any period of alteration or construction on the Property, builder's risk insurance in an amount at least equal to the full insurable value of the improvements to which the alteration or construction relates, and appropriate workmen's compensation or other insurance against liability arising from claims of workers in respect of any work on the Property.

5. Insurance Policies. All policies of insurance to be maintained and provided as required by Section 4 hereof shall be with companies and if forms and amounts reasonably satisfactory to Beneficiary, shall provide that no cancellation reduction in amount or material change in coverage shall be effective until at least thirty (30) days after receipt by Beneficiary of notice thereof. All policies of casualty insurance as required by Section 4 shall have attached thereto mortgagee clauses or endorsements in favor of and with loss payable to any in form reasonably satisfactory to Beneficiary. Trustor will deliver all policies, or certificates of such insurance, to Beneficiary and, in case of insurance policies about to expire, Trustor will deliver renewal policies, or certificates of such renewal insurance, not less than 30 days prior to the respective date of expiration.

6. Proceeds of Insurance. Trustor will give Beneficiary prompt notice of any damage to or destruction of the Property, and:

(a) in case of loss covered by policies of insurance, Beneficiary (or, after entry of decree of foreclosure or Trustee's sale, the purchaser at the foreclosure or Trustee's sale, as the case may be) is hereby authorized at its option, either to (i) settle and adjust any claim under such policies in conjunction with Trustor, or (ii) allow Trustor to agree with the insurance company or companies on the amount to be paid upon the loss; provided, that if an Event of Default has occurred, Beneficiary shall, and is hereby authorized to, collect and receipt for any such insurance proceeds; and the expenses incurred by Beneficiary in the adjustment and collection of insurance proceeds shall be so much additional Indebtedness, together with interest at the annual rate of interest that overdue principal bears under the provisions of the Note (the "Default Rate"), and shall be reimbursed to Beneficiary on demand;

(b) in the event of any insured damage to or destruction of the Property or any part thereof (an "Insured Casualty"), if no Event of Default (as defined in Section 13 hereof) shall have occurred and be continuing and subject to the conditions set forth in Section 7 and the further condition that Beneficiary determines that the Property can be restored, repaired, replaced or rebuilt within a reasonable time prior to the maturity date of the Note, upon request of Trustor, the proceeds of insurance shall be

disbursed to Trustor to pay for the cost of restoring, repairing, replacing or rebuilding the Property or part thereof; and Trustor hereby covenants and agrees forthwith to commence and diligently to prosecute such restoring, repairing, replacing or rebuilding; provided, always, that Trustor shall pay all costs of such restoring, repairing, replacing or rebuilding in excess of the proceeds of insurance;

(c) except as provided for in subsection (b) of this Section 6, Beneficiary may apply the proceeds of insurance received upon any Insured Casualty to the Indebtedness, in such order or amount as Beneficiary may elect; and

(d) if proceeds of insurance shall be made available to Trustor for the restoring, repairing, replacing or rebuilding of the Property, Trustor hereby covenants to restore, repair, replace or rebuild the Property, to be of at least equal value, and of substantially the same character as proper to such damage or destruction and to be effected in accordance with plans and specifications to be first submitted to and approved by Beneficiary.

7. **Disbursement of Insurance Proceeds.** If Trustor is entitled to reimbursement out of insurance proceeds held by Beneficiary, such proceeds, if less than \$25,000, for a single casualty, shall be disbursed directly to Trustor for restoration, repair, replacement and rebuilding as required herein and, if more than \$25,000, shall be disbursed from time to time upon Beneficiary being furnished with: (a) satisfactory evidence of the estimated cost of completion of the restoration, repair, replacement and rebuilding; (b) funds (or assurances satisfactory to Beneficiary that such funds are available) sufficient in addition to the proceeds of insurance to complete the proposed restoration, repair, replacement and rebuilding; and (c) contractors' sworn statements, certificates and lien waivers and such other evidences of cost and of payment as Beneficiary may reasonably require and approve; and Beneficiary may in any event, require that all plans and specifications for such restoration, repair, replacement and rebuilding be submitted to and approved by Beneficiary prior to commencement of work.

8. **Condemnation.** Trustor hereby assigns, transfers and sets over to Beneficiary, the entire proceeds of any award or claim for damages for any of the Property taken or damaged under the power of eminent domain or by condemnation. Beneficiary may elect to apply the proceeds of the award to the Indebtedness in such order or manner as Beneficiary may elect or to require Trustor to restore or rebuild the Property, in which event the proceeds shall be held by Beneficiary and used to disburse to Trustor for the cost of such rebuilding or restoring. If Trustor is obligated to restore or replace the damaged or destroyed buildings or improvements comprising a part of the Property under the terms of any lease or leases that are or may be prior to the lien of this Trust Deed, and if taking does not result in cancellation of such lease or leases, the award shall be used to disburse to Trustor for the cost of restoration and rebuilding; provided always, that Trustor is not in default hereunder and that no Event of Default has occurred and is continuing. If Trustor is required or permitted to rebuild or restore the Property as aforesaid, such rebuilding or restoration shall be effected solely in accordance with plans and specifications previously submitted to and approved by Beneficiary, and proceeds of the award shall be paid out in the same manner as is provided in Section 7 hereof for the payment of insurance proceeds towards the cost of rebuilding or restoration. If the amount of such award is insufficient to cover the cost of rebuilding or restoration, Trustor shall pay such costs in excess of the award, before being entitled to reimbursement out of the award. Any surplus which may remain out of the award after payment of such costs of rebuilding or restoration shall, at the option of Beneficiary, be applied to the Indebtedness in such order or manner as Beneficiary may elect or be paid to any other party entitled hereto.

9. **Effect of Extensions of Time and Amendments on Junior liens and Others.** If the payment of the Indebtedness, or any part thereof, is extended or varied, or if any part of the security is

released, all persons now or at any time hereafter liable therefor, or interested in the Property, shall be held to assent to such extension, variation or release, and their liability, and the lien, and all provisions hereof, shall continue in full force and effect, the right of recourse against all such persons following foreclosure of this Trust Deed being expressly reserved by Beneficiary, notwithstanding any such extension, variation or release. Any person, firm or corporation taking a junior mortgage, trust deed or other lien upon the Property or any interest therein, shall take that lien subject to the rights of Beneficiary herein to amend, modify and supplement this Trust Deed, the Note and any other Loan Document and to extend the maturity of the Indebtedness, in each and every case without obtaining the consent of the holder of such junior lien and without the lien of this Trust Deed losing its priority over the rights of any junior lien.

10. Effect of Changes in Tax Laws. In the event of the enactment after the date hereof by any legislative authority having jurisdiction over the Property of any law imposing upon Beneficiary or Trustee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Trustor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Beneficiary's or Trustee's interest in the Property, or the method of collecting taxes, so as to affect this Trust Deed or the Indebtedness, or the holder thereof, then, and in any event, Trustor, upon demand by Beneficiary shall pay such taxes or assessments, or reimburse Beneficiary therefor.

11. Restrictions on Transfer. It shall be an immediate Event of Default hereunder, at the option of Beneficiary, if:

(a) without the prior consent of Beneficiary, Trustor shall, either directly or indirectly create, effect or consent to or shall suffer or permit any conveyance, sale, assignment, lease, transfer, lien, pledge, mortgage, security interest or other encumbrance or alienation of the Property or any part thereof, or interest therein; provided, however, that the foregoing provisions of this Section 11 shall not apply to (i) liens securing the Indebtedness, (ii) the lien of current taxes and assessments not in default, or (iii) earnest money sale agreements (but not uniform real estate contracts or other installment sale agreements) which provide for payment of the entire Release Price for the subject property in accordance with this Trust Deed as part of a closing thereunder to occur not later than three (3) months after the date thereof;

(b) The provisions of this Section 11 shall be operative with respect to, and shall be binding upon, any persons who shall acquire any part of or interest in or encumbrance upon the Property.

12. Uniform Commercial Code. This Trust Deed constitutes a Security Agreement under the Uniform Commercial Code of the State of Utah (herein called the "Code") with respect to any part of the Property that may or might now or hereafter be or be deemed to be personal property, fixtures or property other than real estate (all for the purposes of this Section 12 called "Collateral"); all of the terms, provisions, conditions and agreements contained in this Trust Deed pertain and apply to the Collateral as fully and to the same extent as to any other property comprising the Property; and the following provisions of this Section 12 shall not limit the generality or applicability of any other provisions of this Trust Deed but shall be in addition thereto:

(a) Trustor (being the Debtor as that term is used in the Code) is and will be the true and lawful owner of the Collateral, subject to no liens, charges or encumbrances other than the lien of this Trust Deed;

(b) Trustor will, at its cost and expense, upon demand, furnish to Beneficiary such further information and will execute and deliver to Beneficiary such Financing Statements and other documents in form satisfactory to Beneficiary and will do all such acts and things as Beneficiary may at any

time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Indebtedness, subject to no adverse liens or encumbrances except as otherwise permitted herein; and Trustor will pay the cost of filing the same or filing or recording such Financing Statements or other documents, and this instrument in all public offices wherever filing or recording is deemed by Beneficiary to be necessary or desirable;

(c) upon any Event of Default hereunder, and at any time thereafter, Beneficiary at its option may declare the Indebtedness immediately due and payable, all as more fully set forth in Section 13 hereof, and upon the completion of a judicial or non-judicial sale as provided in Section 14 and 15, Beneficiary shall have all of the remedies of a secured party under the Code, including without limitation, the right to take immediate and exclusive possession of the Collateral, or any part thereof, and for that purpose may, so far as Trustor can give authority therefor, with or without judicial process, enter (if this can be done without breach of the peace) upon any place on which the Collateral or any part thereof may be situated and remove the same therefrom (provided, that if the Collateral is affixed to real estate, such removal shall be subject to the conditions stated in the Code); and Beneficiary shall be entitled to hold, maintain, preserve and prepare the Collateral for sale, until disposed of, or may propose to retain the Collateral subject to Trustor's right of redemption, if any, in satisfaction of Trustor's obligations, as provided in the Code. Beneficiary, without removal, may render the Collateral unusable and dispose of the Collateral on the Property. Beneficiary may require Trustor to assemble the Collateral and make it available to Beneficiary for its possession at a place to be designated by Beneficiary that is reasonably convenient to both parties. Beneficiary shall give Trustor at least ten (10) days' notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is made. The requirements of reasonable notice shall be met if such notice is mailed, by certified mail or equivalent, postage prepaid, to the address of Trustor referred to in Section 28 of this Trust Deed at least ten (10) days before the time of the sale or disposition. Beneficiary may buy at any public sale, and Beneficiary may buy at private sale if the Collateral is of a type customarily sold in a recognized market or is of a type that is the subject of widely distributed standard price quotations. Any such sale may be held as part of and in conjunction with any judicial foreclosure sale or Trustee's sale of the real estate comprised within the Property, the Collateral and real estate to be sold as one lot if Beneficiary so elects. The net proceeds realized upon any such disposition after deduction for the expenses of retaking, holding, preparing for sale, selling or the like and the fees and disbursements of attorneys and their staff incurred by Beneficiary, shall be applied in satisfaction of the Indebtedness; and Beneficiary shall account to Trustor for any surplus realized on such disposition;

(d) Subject to the limitation in subsection (c) above which precludes the exercise of remedies as to non-real estate until the completion of judicial or non-judicial sale of real estate, the remedies of Beneficiary hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Code shall not be construed as a waiver of any of the other remedies of Beneficiary, including without limitation having the Collateral deemed part of the realty upon any judicial foreclosure or Trustee's sale thereof so long as any part of the Indebtedness remains unsatisfied;

(e) the terms and provisions contained in this Section 12 shall, unless the context otherwise requires, have the meanings and be construed as provided in the Code; and

(f) this Trust Deed constitutes a financing statement under the Code with respect to the Collateral. As such, this Trust Deed covers all items of the Collateral that are or become fixtures on the Property.

13. Events of Default. If one or more of the following events (herein called "Events of Default") shall occur:

- (a) if there occurs a default as described in the Note or any other Loan Document and after any time period provided in such Note or Loan Document to cure shall have lapsed;
- (b) if any representation or warranty made by Trustor herein shall prove to have been incorrect in any material respect when made;
- (c) if an event described in Section 11 hereof shall occur; or
- (d) if Trustor fails to perform or observe any covenant herein within 30 days after receipt of written notice from Beneficiary, except if it cannot be reasonably cured within 30 days, the time to cure shall be extended to such time as is reasonably necessary to provide a reasonable time period to cure provided Trustor is proceeding with due diligence to cure; then Beneficiary is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of Beneficiary or Trustee hereunder, to declare, without further notice, all Indebtedness to be immediately due and payable, whether or not such default be thereafter remedied by Trustor.

14. Non-Judicial Foreclosure. At any time at or after the occurrence of an Event of Default (Beneficiary having declared the Indebtedness to be due and payable, as provided for in Section 13 hereof), Beneficiary may elect to commence and proceed with foreclosure proceedings by way of a trustee's sale in any manner permitted by Utah law.

15. Judicial Foreclosure. The right to foreclose this Trust Deed by appropriate proceedings in any court of competent jurisdiction is also hereby given.

16. Expenses of Trustee's Sale or Foreclosure. If the Property shall be sold by Trustee pursuant to the provisions of Section 14 or if this Trust Deed shall be foreclosed by appropriate proceedings in a court of competent jurisdiction as provided for in Section 15 hereof, there shall be allocated and included as additional Indebtedness, together with interest at the Default Rate, all expenses that may be paid or incurred by or on behalf of Trustee or Beneficiary for the fees and disbursements of attorneys and their staff, appraisers' fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimates as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies and similar data and assurances with respect to title, as Trustee or Beneficiary may deem necessary either to prosecute such suit or to evidence to bidders at the sales that may be had pursuant to such proceedings the true conditions of the title to or the value of the Property, together with and including a reasonable compensation to Trustee. All expenditures and expenses of the nature in this Section 16 mentioned, and such expenses and fees as may be incurred in the protection of the Property and the maintenance of the lien of this Trust Deed, including without limitation the reasonable fees and disbursements of attorneys and their staff employed by Beneficiary or Trustee in any litigation or proceedings affecting this Trust Deed, the Note or the Property, including limitation probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Trustor, with interest thereon at the Default Rate.

17. Proceeds of Trustee's or Foreclosure Sale. The proceeds of foreclosure sale of the Property shall be distributed and applied in the following order of priority; first, on account of all costs and expenses incident to the foreclosure proceedings, including without limitation all such items as are

mentioned in Section 16 hereof; second, all other items which, under the terms hereof, constitute Indebtedness additional to that evidenced by the Note, with interest on such items as herein provided; third, to interest remaining unpaid upon the Note; fourth, to the principal and any other amounts owing under the Note; and lastly, to Trustor and its successors or assigns, as their rights may appear, or any other persons entitled thereto, or to the county treasurer or district court as provided for by applicable law.

18. Right to Possession and Receiver. Upon or at any time after the occurrence of any Event of Default hereunder, Trustee or Beneficiary shall at once become entitled to the possession, use and enjoyment of the Property, and to the rents, issues and profits thereof, from the date of such occurrence and continuing during the pendency of any proceedings for sale by Trustee or foreclosure proceedings, and the period of redemption, if any. Such possession shall at once be delivered to Trustee or Beneficiary on request, and on refusal, the delivery of such possession may be enforced by Trustee or Beneficiary by any appropriate civil suit or proceeding, and Trustee or Beneficiary shall be entitled to a receiver for the Property, and of the rents, issues and profits thereof, after any such default, including without limitation the time covered by any proceedings for sale by Trustee or foreclosure proceedings and the period of redemption, if any there be. Trustee or Beneficiary shall be entitled to such receiver as a matter of right, without regard to the solvency or insolvency of Trustor or of the then owner of the Property, and without regard to the value thereof, and such receiver may be appointed by any court of competent jurisdiction upon ex parte application, and without notice, notice being hereby expressly waived, and all rents, issues and profits, income and revenue therefrom shall be applied by such receiver to the payment of the Indebtedness according to law and the orders and directions of the court.

19. Insurance Upon Foreclosure. In case of an insured loss after judicial foreclosure or Trustee's sale proceedings have been instituted, the proceeds of any insurance policy or policies, if not applied to rebuilding or restoring the buildings or improvements, shall be used to pay the amount due upon the Indebtedness. In the event of judicial foreclosure or Trustee's sale, Beneficiary or Trustee is hereby authorized, without the consent of Trustor, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Beneficiary or Trustee may deem advisable to cause the interest of such purchaser to be protected by any of the said insurance policies.

20. Waivers. To the full extent that the covenants and waivers contained in this Section 20 are permitted by law, but not otherwise, (a) Trustor hereby waives any and all rights under, and covenants and agrees that it will not at any time insist upon or plead or in any manner whatsoever claim or take advantage of, any stay, exemption, moratorium or extension law hereafter in effect or any law now or hereafter in effect providing for the valuation or appraisal of the Property or any part thereof prior to any sale or sales thereof and Trustor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede the execution of any right, power or remedy herein or otherwise granted or delegated to Trustee or Beneficiary, but will suffer and permit the execution of every such right, power and remedy as though no such law or laws have been made or enacted; and (b) Trustor hereby waives, and subordinates to the lien of this Trust Deed, any rights that Trustor may have in or to the Property as a homestead exemption under existing law or under any similar law that may hereafter be enacted, such waiver and subordination to be effective in connection with either a trustee's or foreclosure sale under this Trust Deed or Beneficiary's redemption of the Property in the case of a trustee's or foreclosure sale to enforce an encumbrance prior in right to that of this Trust Deed.

21. Assignment of Rents, Royalties and Leases.

(a) As further security for the Indebtedness and the Secured Obligations, Trustor

hereby absolutely grants, transfers and assigns unto Beneficiary all rents, royalties, issues, profits and income ("Rents") now or hereafter due or payable for the subleases, whether written or oral, with all security therefor including without limitation all guaranties thereof, now or hereafter affecting the Property; on the condition that Trustor shall have the right to collect and retain such rents prior to any Event of Default hereunder. Trustor represents, warrants and covenants to Beneficiary that the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of this Assignment be sold, assigned, transferred or set over by the Trustor or by any person or persons whosoever except same being subject to this Trust Deed; and that Trustor has good right to sell, assign, transfer and set over the same and to grant to and confer upon Beneficiary the rights, interest, powers and authorities herein granted and conferred. Failure of Beneficiary at any time or from time to time to enforce the assignment of rents and leases under this Section 21 shall not in any manner prevent its subsequent enforcement, and Beneficiary is not obligated to collect anything hereunder, but is accountable only for sums actually collected.

(b) Trustor shall give Beneficiary at any time upon demand any further or additional forms of assignment of transfer of said rents, leases and subleases and security as may be requested by Beneficiary, and shall deliver to Beneficiary executed copies of all such leases and security.

(c) Beneficiary shall be entitled to deduct and retain a just and reasonable compensation from monies received hereunder for its services or that of its agents in collecting said monies. Any monies received by Beneficiary hereunder may be applied when received from time to time in payment of any taxes, assessments or other liens affecting the Property regardless of the delinquency, such application to be in such order as Beneficiary may determine. The acceptance of this Trust Deed by Beneficiary or the exercise of any rights by it hereunder shall not be, or be construed to be, an affirmation by it of any tenancy or lease not an assumption of any liability under any such tenancy or lease.

(d) Upon or at any time after an Event of Default, Beneficiary may declare all sums secured hereby immediately due and payable, and may, at its option, without notice, and whether or not the Indebtedness hereby secured shall have been declared due and payable, either in person or by agent, with or without bringing any action or proceeding, or be a receiver to be appointed by a court, (a) enter upon, taken possession of, manage and operate the Property, or any part thereof (including without limitation making necessary repairs, alterations and improvements to the Property); (b) make, cancel, enforce or modify leases; (c) obtain and evict tenants; (d) fix or modify rents; (e) do any acts which Beneficiary deems reasonably proper to protect the security hereof, and (f) either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including without limitation those past due and unpaid. In connection with the foregoing, Beneficiary shall be entitled and empowered to employ attorneys and their staff, and management, rental and other agents in and about the Property and to effect the matters which the Beneficiary is empowered to do, and if Beneficiary shall itself effect such matter, Beneficiary shall be entitled to charge and receive reasonable management, rental and other fees therefor as may be customary in the area in which the Property are located; and the fees, charges, costs and expenses of Beneficiary or such other persons shall be so much additional Indebtedness secured hereby. Beneficiary may apply all funds collected as aforesaid, less costs and expenses of operation and collection, including but not limited to fees and disbursements of attorneys and their staff, and agents' fees, charges, costs and expenses, as aforesaid, upon any Indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or waive, modify or affect notice of default under the Note or this Trust Deed or invalidate any act done pursuant to said notice.

(e) Any tenants or occupants of any part of the Property are hereby authorized to recognize the claims of Beneficiary hereunder without investigating the reason for any action taken by Beneficiary, or the validity or the amount of indebtedness owing to Beneficiary, or the existence of any default in the Note or this Trust Deed, or under or by reason of this assignment of rents and leases, or the application to be made by Beneficiary of any amounts under this assignment and the sole receipt of Beneficiary for any sums received shall be a full discharge and release therefor to any such tenant or occupant on the Property. Checks for all or any part of the rentals collected under this assignment of rents and leases shall be drawn to the exclusive order of Beneficiary.

(f) Trustor further agrees that it will perform and observe all of the terms and provisions on lessor's part to be performed and observed under any and all leases of the Property. Nothing herein contained shall be deemed to obligate Beneficiary to perform or discharge any obligation, duty or liability of lessor under any lease of the Property, and Trustor shall and does hereby indemnify and hold Beneficiary harmless from any and all liability, loss or damage which Beneficiary may or might incur under any lease of the Property or by reason of the assignment; and any and all such liability, loss or damage incurred by Beneficiary, together with the costs and expenses, including but not limited to fees and disbursements of attorneys and their staff, incurred by Beneficiary in defense of any claims or demands therefor (whether successful or not), shall be so much additional Indebtedness, and Trustor shall reimburse Beneficiary therefor on demand, together with interest at the Default Rate from the date of demand to the date of payment.

22. Mortgagee in Possession. Nothing herein contained shall be construed as constituting Trustee or Beneficiary a mortgagee in possession.

23. Title in Trustor's Successors. If the ownership of the Property becomes vested in a person or persons other than Trustor, Trustee and Beneficiary may, without notice to Trustor, deal with such successor or successors in interest of Trustor with reference to this Trust Deed, the Indebtedness and the Secured Obligations in the same manner as with Trustor. Trustor will give immediate notice to Beneficiary of any conveyance, transfer or change of ownership of the Property, but nothing contained in this Section 23 shall vary or negate the provisions of Section 11 hereof.

24. Rights Cumulative. Each right, power and remedy herein conferred upon Beneficiary or Trustee is cumulative and in addition to every other right, power or remedy, existing or implied, given now or hereafter existing, at law or in equity, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by Beneficiary or Trustee, and the exercise or the beginning of the exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or thereafter any other right, power or remedy; and no delay or omission of Beneficiary or Trustee in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

25. Successors and Assigns. This Trust Deed is fully assignable by Beneficiary. This Trust Deed and every covenant, agreement and other provision hereof shall be binding upon Trustor and its successors and assigns (including without limitation each and every subsequent record owner of the Property or any other person having an interest therein), and shall inure to the benefit of Beneficiary and Trustee and their successors and assigns. Wherever herein Beneficiary is referred to, such reference shall be deemed to include the holder from time to time of the Note, whether so expressed or not; and each subsequent holder of the Note shall have and enjoy all of the rights, privileges, powers, options and benefits afforded Beneficiary hereby and hereunder, and may enforce all and every of the terms and provisions

hereof, as fully and to the same extent and with the same effect as if such holder were herein by name specifically granted such rights, privileges, powers, options and benefits and were herein by name designated Beneficiary.

26. Provisions Severable. The enforceability or invalidity of any provision or provisions hereof shall not render any other provisions or provisions herein contained unenforceable or invalid.

27. Captions and Pronouns. The captions and headings of the various section of this Trust Deed are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Wherever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

28. Addresses and Notices. Any notice that either party hereto may desire or may be required to give to the other party shall be in writing, and the mailing thereof by certified mail to the following addresses, or to such other place as any party hereto may be notice in writing designate, shall constitute service of notice hereunder tow days after mailing:

- (a) if to Beneficiary, at the address shown above in the initial paragraph of this Trust Deed; and
- (b) if to Trustor, at the address shown above in the initial paragraph of this Trust Deed.

29. Further Assurance. Trustor will do, execute, acknowledge and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper, in the sole judgment of Beneficiary, for the better assuring, conveying, mortgaging, assigning and confirming unto Beneficiary or Trustee all property mortgaged hereby or property intended so to be; whether now owned by Trustor or hereafter acquired.

30. Recording. Trustor will cause this Trust Deed and all other documents securing the Indebtedness at all times to be properly filed and/or recorded at Trustor's own expense and in such manner and in such places as may be required by law in order to fully preserve and protect the rights of Trustee and Beneficiary and will furnish to Beneficiary promptly after the execution and delivery of this Trust Deed, a title insurance policy, insuring that this Trust Deed has been properly recorded or filed for record so as to make effective of record the lien intended to be created hereby.

31. Releases. Beneficiary agrees to execute and deliver releases of this Trust Deed from time to time upon request of the Trustor subject to and upon the following terms and conditions.

- (a) No release shall be required to be given if there is any unremedied material default under the Note, this Trust Deed or any of the other Loan Documents.
- (b) Trustor shall pay all reasonable out-of-pocket expenses incurred by Beneficiary in connection with any partial releases.
- (c) Notwithstanding any contrary provision in this Trust Deed, except with the written consent of Beneficiary, no Property shall be released until full payment of the Indebtedness has been received by Beneficiary.

32. Environmental Hazards.

(a) "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 USC Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) any substance the presence of which on the Property is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (vii) any other substance which by any Governmental Requirements requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

(b) "Hazardous Materials Contamination" shall mean the contamination (whether presently existing or hereafter occurring) of any improvements, facilities, soil, groundwater, air or other elements on or of the Property by Hazardous Materials, or the contamination of the buildings, facilities, soil, groundwater, air, or other elements on or of any other property as a result of Hazardous Materials at any time (whether before or after the date of this Trust Deed) emanating from the Property.

(c) Trustor represents and warrants that no Hazardous Materials are now located on the Property, and neither Trust nor, to Trustor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof;

(d) Trustor represents and warrants that no part of the Property is being used or, to the knowledge of Trustor, has been used at any previous time for the disposal, storage, treatment, processing, or other handling of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination;

(e) Trustor represents and warrants that, to the best of the Trustor's knowledge and belief, no property adjoining the Property is being used, or has ever been used at any previous time, for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any other property adjoining the Property affected by Hazardous Materials Contamination; and

(f) Trustor represents and warrant that no investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials or Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property. The Property is not currently on, and to Trustor's knowledge, after diligent investigation and inquiry, has never been on, any federal or state "Superfund" or "Superlien" list.

(g) Trustor agrees to (i) give notice to Beneficiary immediately upon Trustor's acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination with a full description thereof; (ii) promptly comply with any Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide Beneficiary with satisfactory evidence of such compliance; and (iii) provide Beneficiary, within thirty (30) days after demand by Beneficiary, with a bond, letter of credit or similar financial assurance evidencing to Beneficiary's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials

Contamination and discharging any assessments which may be established on the Property as a result thereof.

(h) Beneficiary (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of an Event of Default, may contract for the services of persons (the "Site Reviewers") to perform environmental site assessments ("Site Assessments") on the Property for the purpose of determining whether there exists on the Property any environmental condition which could reasonably be expected to result in any liability, cost, or expense to the owner, occupier or operator of such Property arising under any state, federal or local law, rule or regulation relating to Hazardous Materials. The Site Assessments may be performed at any time or times, upon reasonable notice, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are authorized to enter upon the Property for such purposes. The Site Reviewers are further authorized to perform both above and below the ground testing for environmental damage or the presence of Hazardous Materials on the Property and such other tests on the Property as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Trustor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. On request, Beneficiary shall make the results of such Site Assessments fully available to Grantor, which (prior to any event of default hereunder) may, at Trustor's election, participate under reasonable procedures in the direction of such Site Assessments and the description of tasks of the Site Reviewers. The cost of performing such Site Assessments shall be paid by Grantor upon demand of Beneficiary and such obligations shall be Indebtedness secured by this Trust Deed.

(i) Regardless of whether any Site Assessments are conducted hereunder, if any Event of Default shall have occurred and be continuing or any remedies in respect of the Property are exercised by Beneficiary, Grantor shall defend, indemnify, and hold harmless Beneficiary and Trustee from any and all liabilities (including strict liability) actions, demands, penalties, losses, costs, or expenses (including without limitation attorneys' fees and expenses, and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now or in the future (whether before or after the release of this Trust Deed) be paid, incurred or suffered by or asserted against Beneficiary or Trustee by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from the Property of any Hazardous Materials or any Hazardous Materials Contamination or arise out of or result from the environmental condition of the Property or the applicability of any Governmental Requirements relating to Hazardous Materials (including without limitation CERCLA or any federal, state, or local so-called "Superfund" or "Superlien" laws, statute, law, ordinance, code, rule, regulation, order of decree), regardless of whether or not caused by or within the control of Trustor, Beneficiary or Trustee. The representations, covenants, warranties, and indemnifications contained in this Section 32 inclusive, shall survive the release of this Trust Deed.

(j) Beneficiary shall have the right, but not the obligation, prior or subsequent to an Event of Default, without in any way limiting Beneficiary's other rights and remedies under this Trust Deed, to enter onto the Property or to take such other actions as it deems necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any Hazardous materials or Hazardous Materials Contamination on the Property following receipt of any notice from any person or entity asserting the existence of any Hazardous Materials or Hazardous Materials Contamination pertaining to the Property or any part thereof which, if true, could result in an order, suit, imposition of a lien on the Property, or other action and/or which, in Beneficiary's sole opinion, could jeopardize Beneficiary's security under this Trust

Deed. All costs and expenses paid or incurred by Beneficiary in the exercise of any such rights shall be Indebtedness secured by this Trust Deed and shall be payable by Trustor upon demand.

33. Miscellaneous Beneficiary Rights. Trustor hereby acknowledges, covenants and agrees that Beneficiary is retaining .25 water shares of Lake Creek Irrigation Company primary, and further that Beneficiary shall retain the right to enter upon the Property and remove lumber, trailers, ATVs, and snowmobiles from the Property for 60 days following the execution date of this Trust Deed.

IN WITNESS WHEREOF, Trustor has caused this Trust Deed to be duly executed as of the date first above written.

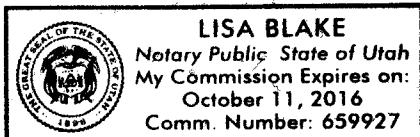
RHG FAMILY, LLC,
a Utah limited liability company

By: Robert H. Garff

Its: Manager

STATE OF UTAH)
COUNTY OF Salt Lake)
: ss.

On this 15th day of July 2013, personally appeared before me Robert H. Garff,
who being by me duly sworn, did acknowledge to me that he/she executed the foregoing for and on behalf
of RHG Family, LLC, as a duly authorized and empowered signatory thereof.



YB

NOTARY PUBLIC

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

Parcel 1 (Lot 26)

BEGINNING at a point that is on the North right-of-way line of State Highway 196, said point of beginning being South 0°06'48" East along the West Section line (not surveyed) of Section 29, 219.745 feet to a point on said right-of-way line and North 58°51' East along said right-of-way line and North 58°51' East along said right-of-way line 670.250 feet from the Southeast corner of Section 19, Township 1 South Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, (said Southeast corner bearing North 89°23'18" East from Southwest corner and being the basis of bearing for this description).

Thence: North 58°51' East along said right-of-way line 1005.978 feet; thence North 35° West 1745.340 feet; thence South 53° West 1178.152 feet; thence South 50°30' East 475.00 feet; thence South 43° East 620.00 feet; thence South 31° East 566.366 feet, to the point of BEGINNING.

Summit County Tax Serial Number: SS-72-1

Parcel 2 (Lot 27)

BEGINNING at a point that is = 89°23'18" West along the South Section line of Section 19, Township 1 South Range 5 East, Salt Lake Base and Meridian, Summit County, Utah, 1107.225 feet, North 0°30' East 1417.732 feet and South 85°30' West 84.652 feet from the Southeast corner of said Section 19, (said Southeast corner bearing North 89°23'18" East from said Southwest corner and being the basis of bearing for this description):

Thence North 3°22'59" East 1016.772 feet; thence North 7°29'45" East 574.913 feet; thence North 17°54'16" East 341.541 feet; thence North 44°12'55" East 258.118 feet; thence North 72°53'50" East 159.022 feet; thence South 30° East 1809.189 feet; thence South 53° West 1007.242 feet; thence North 86°18'55" West 588.992 feet; thence South 85°30' West 84.652 feet, to the point of BEGINNING.

Summit County Tax Serial Number: SS-70-14

Parcel 3 (Right of Way "E")

Parcels 1 and 2 above are together with the following described right-of-way:

A 50 foot right-of-way, 25 feet on each side of its center line, described as follows:

BEGINNING at a point on the Northerly right-of-way line of State Highway 196, said point being South 0°06'48" East along the Section line 219.745 feet and North 58°51' East 670.250 feet from the Southwest corner of Section 20, Township 1 South Range 5 East, Salt Lake Base and Meridian, which corner is North 89°23'18" East (used as the basis of bearing in this description). From the Northwest corner of Section 30, Township 1 South Range 5 East, Salt Lake Base and Meridian; thence North 31°00' West 566.366 feet; thence North 43°00' West 620.00 feet; thence North 50°30' West 475.00 feet; thence North 86°18'55" West 588.992 feet; thence South 85°30' West 84.652 feet; thence North 3°22'59" East 1016.772 feet; thence North 7°29'45" East 574.913 feet; thence North 17°54'16" East 341.541 feet; thence North 44°12'55" East 258.118 feet; thence North 72°53'50" East 204.022 feet; thence South 84°35'46" East 371.652 feet; thence North 72°08'07" East 635.649 feet; thence North 54°41'42" East 1574.587 feet; thence North 34°50'27" East 621.390 feet; thence North 55°36'04" East 672.625 feet; thence North 73°21'40" East 908.020 feet; thence North 58°21'44" East 1239.163 feet; thence North 42°18'58" East 906.091 feet; thence North 74°30' East 356.746 feet to its point of intersection with the center line of another 50 foot right-of-way running North-South.

Parcel 4 (Lot 37)

BEGINNING at a point that is due North 2077.035 feet and due East 433.898 feet from the Southeast corner of Section 19, Township 1 South Range 5 East, Salt Lake Base and Meridian (said Southeast corner bearing North 89°23'18" East from the Southwest corner and being the basis of bearing for this description); thence North 53° East 1006.103 feet; thence North 58°30'12" East 76.069 feet; thence South 27°55'59" East 1847.338 feet to a point on the North right-of-way line of State Highway 196; thence South 58°51' West along said right-of-way line 859.076 feet; thence North 35° West 1745.340 feet to the point of BEGINNING.

Summit County Tax Serial Number: SS-72-6