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

Prepared By:
Edison Way, LLC
P O Box 12176
Reno, NV 89510

After Recording Return To:
Edison Way, LLC
P O Box 12176
Reno, NV 89510

APN(s):
16-19-153-004 16-19-153-008
16-19-153-005 16-19-153-009
16-19-153-006 16-19-153-010
16-19-153-007

177179-MCB

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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

**THIS DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS, SECURITY
AGREEMENT AND FIXTURE FILING (as amended, the "Trust Deed") dated June 27,
2024, is made by**

Evergen Equity 18, LP, a Texas limited partnership
of 600 W. 5th Street #1200, Austin, Texas 78701,
as grantor, trustor, and borrower
(the "Borrower")

-IN FAVOR OF-

Cottonwood Title Insurance Agency, Inc.
of 1966 East 6400 South suite 120, Murray, Utah 84121,
as trustee
(the "Trustee")

-FOR THE BENEFIT OF-

Edison Way, LLC
of P O Box 12176, Reno, Nevada 89510,
as beneficiary and lender
(the "Lender")

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF the credit extended to the Borrower by the Lender, in the amount of \$2,800,000.00 U.S. Dollars (the "Principal Amount") as evidenced by that certain Balloon Payment Promissory Note (as amended, the "Note") dated as of the date hereof, which the Borrower does hereby acknowledge itself indebted by, and in order to secure the due and punctual payment and performance of all of the Secured Obligations (as defined below) as and when the same become due, whether at a stated due date, maturity date, by acceleration, or otherwise, the Borrower **IRREVOCABLY GRANTS, TRANSFERS, ASSIGNS, DEEDS, MORTGAGES, PLEDGES, BARGAINS, SELLS, AND CONVEYS** to TRUSTEE IN TRUST, WITH POWER OF SALE for the benefit of Lender, the following described real property (the "Land"), located at 2354 South State Street in the County of Salt Lake, State of Utah, with the following legal description:

(Please see the attached *Schedule A* for the legal description)

TOGETHER WITH all minerals, oil, gas, and other hydrocarbon substances, sand, gravel, and other materials that may be mined, produced, or extracted from the Land, in, on, or under the surface of the Land (to the extent owned by the Borrower), as well as all development rights, permits, licenses, air rights, water, water rights, water stock, utility reservations, sanitary sewer, and other utility capacities relating to the Land;

TOGETHER WITH all the improvements now or hereafter erected on the Land, and all easements, appurtenances, and fixtures now or hereafter a part of the Land ("Improvements");

TOGETHER WITH all apparatus, equipment, fittings, fixtures, machinery, materials, supplies, and other items of personal property now owned or hereafter acquired by the Borrower and now or hereafter affixed or attached to, installed in, or used in connection with the operation or maintenance of the Land or Improvements, including any fixtures as defined in the Uniform Commercial Code in effect in the jurisdiction in which the Land and Improvements are located and/or where the Borrower is located or organized (the "UCC") and any appliances, storm doors, windows, lighting, plumbing, pipes, pumps, tanks, conduits, sprinkler and other fire prevention or suppression, refrigeration, incineration, escalator, elevator, loading, security, water, steam, gas, electrical, telephone, cable, internet, switchboards, storm and sanitary sewer, drainage, HVAC, boilers, waste removal, or other utility equipment or systems (collectively, the "Fixtures and Equipment") and building, construction, development, and landscaping supplies and materials now or hereafter affixed to or located at the Land or the Improvements and all replacements, substitutions, and additions to the foregoing;

TOGETHER WITH all easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, utility reservations and capacity rights, waters, water courses, water rights and powers, estates, rights, titles, interests, minerals, royalties, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way now or hereafter belonging, relating, or appertaining to the Land or the Improvements, or any part thereof, and the reversions, remainders, rents, issues and profits thereof; and all right to receive excess payments in any tax sale of the Land or the Improvements;

TOGETHER WITH any and all rents, revenues, issues, profits, royalties, income, cash proceeds, security deposits, accounts, moneys, and other monetary benefits that are now due or may hereafter become due by reason of the renting, leasing, bailment of all or any portion of the Land or the Improvements or the use or occupancy thereof (collectively "Rents");

TOGETHER WITH all leasehold estates, leases, subleases, sub-subleases, licenses, concessions, occupancy agreements, or other agreements (written or oral, now or at any time in effect and every modification, amendment, or other agreement relating thereto, including every guarantee of the performance and observance of the covenants, conditions, and agreements to be performed and observed by the other party thereto) which grant a possessory interest in, or the right to use or occupy, all or any part of the Land and/or Improvements, together with all related security and other deposits (in each case, as amended, amended and restated, supplemented, renewed, extended, substituted, or otherwise modified from time to time, collectively the "Leases");

TOGETHER WITH all other contracts and agreements in any way relating to, executed in connection with, or used in the development, construction, use, occupancy, operation, maintenance, enjoyment, acquisition, management, or ownership of the Land and/or Improvements or the sale of goods or services produced in or relating to the Land and/or Improvements;

TOGETHER WITH all insurance or other settlement proceeds relating to or arising out of the foregoing, all proceeds of a sale of all or any portion of the foregoing, and all causes of action, claims, compensation, awards, damages, proceeds, payments, relief, or recoveries, including interest thereon, as a result of any casualty or condemnation event of all or any part of the Land and/or Improvements or for any damage or injury to it or for any loss or diminution in value of the Land and/or Improvements;

TOGETHER WITH, to the extent not included in the foregoing, all cash and non-cash proceeds, products, offspring, rents, revenues, issues, profits, royalties, income, benefits, additions, renewals, extensions, substitutions, replacements, and accessions of, and to, any and all of the foregoing (collectively, the "Property").

ASSIGNMENT OF LEASES AND RENTS

(1) As additional security for the payment and performance of the Secured Obligations, the Borrower hereby collaterally assigns to Lender and grants Lender a security interest in all of the Borrower's present and future right, title, interest, and estate in, to, and under all Leases and Rents, whether now owned or hereafter acquired, and the absolute, present, irrevocable, and unconditional right to receive, collect, and possess all Rents.

(2) This Assignment of Leases and Rents constitutes a collateral assignment of Leases and Rents to the Lender. Such assignment shall not be construed to (a) bind the Lender to the performance of any of the covenants, conditions, or provisions contained in any Lease or otherwise impose any obligation upon the Lender; or (b) create, or operate to place or impose,

any responsibility, obligation or liability upon the Lender for (i) the control, care, maintenance, management, or repair of the Property; (ii) any dangerous or defective condition of the Property, including, without limitation, the presence of any environmental contamination or conditions; (iii) any waste committed on the Property by any Person; and/or (iv) any negligence in the management, upkeep, repair, or control of the Property.

(3) Notwithstanding the collateral assignment of Leases and Rents from the Borrower to the Lender pursuant to this Assignment of Leases and Rents, the Lender grants to the Borrower a revocable right to collect and receive Rents as they become due, and to retain, use, and apply Rents to the payment of the Secured Obligations and to the costs and expenses incurred in connection with the operation and maintenance of the Property (with the excess after such application being held and disposed of by Borrower as permitted by the Note), and to exercise all rights as landlord under any Lease, in each case subject to the terms of this Trust Deed. After the occurrence of an event of default hereunder, the Borrower shall collect and receive all such Rents as trustee for the benefit of the Lender.

(4) From and after the occurrence of an event of default hereunder, (a) the revocable right granted to the Borrower pursuant to Section 3 above shall immediately and automatically, with or without notice from the Lender, cease and terminate and shall be void and of no further force or effect; (b) the Lender shall immediately and automatically be entitled to receive, collect, and possess all Rents (whether or not the Lender enters upon or takes control of the Property or has a receiver appointed for the Property or takes any other action), as hereinafter provided in this Trust Deed; (c) the Borrower shall, immediately upon written demand by the Lender, notify in writing all tenants under Leases that all Rents due thereunder from and after the date of such notice shall be paid to the Lender at its address; and (d) any portion of Rents then or thereafter received or held by the Borrower shall be payable immediately to the Lender for application by Beneficiary, at its option, to the payment of the Secured Obligations and/or expenses in connection with the operation and maintenance of the Property.

(5) Notwithstanding the right granted to the Borrower, upon the occurrence of an event of default hereunder, the Borrower agrees that, at the Lender's sole option from time to time, the Lender, and not the Borrower, shall be deemed to be the creditor of each tenant under each Lease in respect of any and all assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting each tenant, with an option to apply in accordance with the Note any money received from such tenant in reduction of any amounts due under the Note or this Trust Deed.

(6) From and after any revocation of the right granted pursuant to Section 4 above, the Lender shall, at its option and in addition to its other rights and remedies provided in this Trust Deed and/or at law or in equity, have the immediate and continuing right, power, and authority, either personally or by agent without bringing any foreclosure or other action or proceeding, or by a receiver appointed by a court and without the necessity of taking possession of the Property in its own name, and without the need for any other authorization or action by the Borrower or the Lender, to take any or all of the following actions:

- a. Notify any tenant or other person that Leases have been assigned to the Lender and that all Rents are to be paid directly to the Lender.
- b. Settle, compromise, release, extend the time of payment for, and make allowances, adjustments, and discounts of, any Rents or other obligations in, to, and under Leases.
- c. Lease all or any part of the Property and/or modify, amend, renew, or terminate any Leases.
- d. Perform any and all obligations of the Borrower under Leases and exercise any and all rights of the Borrower therein contained to the full extent of the Borrower's rights and obligations thereunder.

SECURITY AGREEMENT AND FIXTURE FILING

(1) This Trust Deed shall also constitute a security agreement and fixture filing within the meaning of the UCC with respect to all of the Borrower's present and future estate, right, title, and interest in, to, and under the Fixtures and Equipment and any portion of the Property that is not real property (the "Personal Property"). The Borrower hereby grants to the Lender a security interest in and to the Personal Property and the Fixtures and Equipment and every component thereof, and hereby transfers and assigns to the Lender all of the Borrower's present and future estate, right, title, and interest in, to, and under the Personal Property and the Fixtures and Equipment and every component thereof, to secure the due and punctual payment and performance of all of the Secured Obligations as and when the same become due and payable, whether at the stated maturity, by acceleration, or otherwise. With respect to the Fixtures and Equipment, upon the occurrence of an event of default hereunder, the Lender shall also have the right (a) to proceed against the Fixtures and Equipment in accordance with the Lender's rights and remedies with respect to the Land, in which event the provisions of the UCC shall not govern the event of default and the Lender's remedies; or (b) to proceed against the Fixtures and Equipment separately from the Land in accordance with the UCC. If the Lender elects to proceed under the UCC, then ten (10) days' notice of sale of the Personal Property and/or the Fixtures and Equipment shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling, and the like incurred by the Lender shall include, but not be limited to, all fees of any loan servicer and reasonable attorneys' fees and expenses. At the Lender's request, the Borrower shall assemble the Personal Property and make it available to the Lender at a place designated by the Lender which is reasonably convenient to both parties. The Borrower hereby authorizes the Lender to file financing and continuation statements under the UCC in such filing offices as may be necessary, advisable, or required by law to create, establish, perfect, preserve, and protect the security interest hereunder.

(2) To the extent permitted under applicable law, the filing or recording of this Trust Deed is intended to and will constitute a fixture filing with respect to that portion of the Property which is or is to become Fixtures and Equipment. The "Secured Party" is the Lender and the "Debtor" is the Borrower. The name, type of organization, jurisdiction of organization, and mailing addresses of the Secured Party and of the Debtor are set out in the title page to this Trust

Deed. The land to which the Fixtures and Equipment are related is the Land, and the Borrower is the record owner of the Land.

To Protect the Security of this Trust Deed, the Borrower hereby agrees as follows:

1. PROMISE TO PAY. The Borrower, for value received, promises to pay to the Lender the Principal Amount, interest and all fees and costs (as and when required by the Note) and all other Secured Obligations on the terms elsewhere provided for such debts and liabilities, and shall perform and comply with all of the Secured Obligations, and the covenants and provisions of the Note, which are incorporated herein by this reference. This Trust Deed secures the prompt and full performance and payment of all of the indebtedness, obligations, liabilities, costs, expenses, and undertakings of the Borrower to the Lender, of any kind or description, individually or collectively, whether direct or indirect, joint or several, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising (including, all interest and fees (including attorneys' fees), in each case that the Borrower is required to pay and perform pursuant to the Note (including the Principal Amount), this Trust Deed, or any other loan document between Borrower and Lender in connection with the Note, by law or otherwise accruing before and after the filing of any petition in bankruptcy or the commencement of any insolvency, reorganization or like proceeding relating to the Borrower, whether or not a claim for post-petition interest, fees or expenses is allowed in such proceeding), irrespective of whether for the payment of money, under or in respect of the Note, this Trust Deed, or any other loan document between Borrower and Lender in connection with the Note, including instruments or agreements executed and delivered pursuant thereto or in connection therewith (collectively, the "Secured Obligations").

2. WARRANTY OF TITLE. The Borrower covenants that the Borrower is the legal owner 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. Borrower further warrants and will defend generally the title to the Property against all claims and demands arising from events occurring after Borrower takes title to the Property, subject to any encumbrances of record.

3. REPRESENTATIONS AND WARRANTIES. The Borrower covenants with, and represents and warrants to, the Trustee and the Lender that all of the following statements are true as of the date hereof and will remain true: (a) the Trustee is lawfully seized of indefeasible fee simple marketable title to the Property; (b) the Note and this Trust Deed have been duly executed by the Borrower, and the Property has been duly conveyed to the Trustee under this Trust Deed; (c) the Property is free and clear of all liens, encumbrances and interests of third parties except those approved by the Lender as set forth in the title insurance policy insuring the lien of this Trust Deed (the "Title Policy"); (d) any personal property subject hereto has been paid for in full, is owned solely by the Borrower and is not used and was not bought for personal, family or household purposes; and (e) all obligations incurred by the Borrower in connection with or which relate to the Property are current and without default.

4. FUNDS FOR ESCROW ITEMS. Following an event of default hereunder by Borrower, if requested by the Lender, the Borrower will pay to Lender, on the day periodic payments are due under this Trust Deed, a sum to provide for payment for: (a) any taxes, assessments, or other

items which can take priority over this Trust Deed as a lien or encumbrance on the Property; (b) lease payments on the Property, if any; (c) premiums for any and all insurance. These items are called "Escrow Items."

The Borrower must notify the Lender of all amounts to be paid under this Section upon Lender's request for the same. If the Lender requires, the Borrower must provide receipts evidencing such payments to the Lender. If the Borrower does not make payments on time, the Lender can, at its discretion, make any and all past due payments for Escrow Items and the Borrower will be obligated to repay the Lender for any such amount. The Lender may waive the Borrower's obligation to pay the Lender for any and all Escrow Items at any time by providing written notice to the Borrower. If such waiver occurs, the Borrower must pay directly, when and where payable, the amounts due for any and all Escrow Items. If the Borrower is obligated to pay Escrow Items directly, and the Borrower fails to make payments on time, then the Lender may exercise its rights under this Section and pay for any such amounts and Borrower will be obligated to repay Lender for any such amount.

5. DEVELOPMENT. Without the Lender's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed, the Borrower shall not do any of the following: (a) make any material change to the Property; (b) drill for on or extract from the Land any minerals, oil, gas or other hydrocarbon substances, or permit the same to occur; (c) use or permit the use of the Property in a manner which would be a nonconforming use under applicable zoning ordinances; (d) impose any covenants, conditions, restrictions, easements or rights of way on the Property, execute or file any subdivision plat affecting the Property or consent to the annexation of the Property to any municipality; or (e) permit the Property to be used by any person in such manner as could reasonably be expected to make possible a claim of adverse usage or possession or of implied dedication or easement.

6. CONDEMNATION OR DAMAGE. The Borrower shall immediately give written notice to the Lender of the institution of any proceedings for the taking of the Property or of the occurrence of any damage to the Property, and the Lender shall receive all compensation, awards and insurance and other proceeds (collectively, the "Proceeds") distributed in connection with such taking or damage. Each person concerned is authorized and directed to make payments for such taking or damage directly to the Lender, instead of to the Lender and the Borrower jointly. The Lender may, but shall not be obligated to, commence, appear in and prosecute in its own name any action or proceeding and make any compromise or settlement in connection with such taking or damage. After deducting from the Proceeds all costs and expenses (including attorneys' fees) incurred by the Lender in connection with such action, proceeding, compromise or settlement, the Lender shall use the Proceeds to restore or repair the Property damaged if the restoration or repair is economically feasible, or, if not economically feasible or if an event of default has occurred, may apply the Proceeds to the Secured Obligations. If the Lender determines to use the Proceeds for restoration and repair of the Property, the Proceeds shall be made available to the Borrower for use in restoring or repairing the Property in accordance with plans and specifications and construction arrangements approved by the Lender. The Lender or its nominee shall hold the Proceeds and from time to time shall, on compliance with such conditions or requirements as may be imposed by the Lender, disburse portions of the Proceeds to the Borrower or to those entitled to the Proceeds as progress is made on such restoration and

repair. If any of the Proceeds remain after the entire costs of such restoration and repair have been paid, the Lender may use such remaining Proceeds to reduce the Secured Obligations (whether or not then due) or may remit the same to the Borrower.

7. COMPLIANCE WITH LAWS. The Borrower will cause the Property and its operations on the Property to comply at all times hereafter, in all material respects, with all applicable laws, statutes, ordinances, regulations, and codes of all federal, state, and local governments.

8. ADDITIONAL CHARGES AND ENCUMBRANCES. The Borrower must pay all taxes, assessments, charges, fines, and all other impositions attributable to the Property and all trusts, liens, and other encumbrances on the Property. To the extent that these items are Escrow Items, the Borrower will pay them in the manner provided in Section 4.

9. RELEASE AND RECONVEYANCE. Upon payment and performance of all Secured Obligations, including the Principal Amount and interest as required by the Note, the Lender will request the Trustee to reconvey the Property. Trustee must reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons or the Borrower will pay any recordation costs. The Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

10. NO SALE OR ENCUMBRANCE WITHOUT CONSENT. The Borrower will not sell, transfer, assign, mortgage, pledge, lease, or otherwise dispose or encumber of all or part of the Property or any interest in the Property or in the Borrower, without the Lender's prior written consent, except such fixtures or personal property that may become worn out or obsolete. The Borrower will pay when due all claims for labor, materials, or supplies that if unpaid might become a lien on all or any portion of the Property, provided that the Borrower may contest the same in accordance with applicable law. The Borrower will not create or permit to be created, any mortgage, deed of trust, lien, security interest, charge, or encumbrance on the Property prior to, on a parity with, or subordinate to the lien of this Trust Deed, except such encumbrances as may be disclosed in the Title Policy.

11. PROPERTY INSURANCE. The Borrower must 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 the Lender reasonably requires insurance. The insurance carrier providing the insurance will be chosen by the Borrower. However, the Lender will have the right to disapprove the Borrower's choice, which right may not be unreasonable.

If the Borrower fails to maintain any of the coverage's described above, then the Lender may obtain such insurance coverage, at the Lender's discretion and the Borrower's expense. The Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of the insurance that the Borrower could have obtained. However, any amounts paid by the Lender will become additional debt of the Borrower and secured by this Trust Deed. The amounts paid by the Lender will bear interest at the interest rate then applicable under the

Note from the date of payment and will be payable, with such interest, upon notice from the Lender to the Borrower requesting payment.

All insurance policies must include a standard mortgage and/or trust clause and will name the Lender as mortgagee and/or as an additional loss payee, stating that any loss is payable to the Lender. The Borrower further agrees to generally assign rights to insurance proceeds with respect to the Property to the Lender up to the amount of the outstanding loan balance. At the request of the Lender, the Borrower will provide the Lender (a) a copy of the insurance policy; (b) all receipts of paid premiums and renewal notices.

In the event of loss, the Borrower must give prompt notice to the insurance carrier and to the Lender. Unless the Lender and the Borrower otherwise agree in writing, any insurance proceeds must be applied to restoration or repair of the Property, if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds will be applied to the outstanding balance of the Note, whether or not the balance of the Note is then due, with the excess, if any, paid to the Borrower.

12. MAINTENANCE, AND REPAIR. The Borrower will not destroy, intentionally damage or materially impair the Property, allow the Property to deteriorate or commit material waste on the Property. The Borrower will maintain the Property in order to prevent the Property from materially deteriorating or decreasing value due to its condition. Unless repair or restoration is not economically feasible, the Borrower will promptly make all necessary repairs, replacements, and improvements to avoid any further deterioration or damage. The Lender may, whenever necessary, make reasonable entries upon and inspections of the Property upon reasonable advance notice to the Borrower. If the Borrower neglects to maintain the Property in good condition or allows the Property to deteriorate resulting in a materially decreased property value, the Lender will have the right to make such repairs and improvements as it reasonably considers necessary to maintain the Property.

13. HAZARDOUS SUBSTANCES. The Borrower will not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on the Property. Hazardous substances include pollutants, wastes, and those substances defined as toxic or hazardous substances by environmental law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. Furthermore, the Borrower will not, nor allow anyone else to do, anything affecting the Property involving any hazardous substances that would materially affect the value of the Property. The Borrower will promptly take all necessary remedial actions under federal, state, and local laws regarding hazardous substances.

14. DEFAULT. An "event of default" shall be deemed to have occurred hereunder if any of the following conditions are met:

- a. Any default or event of default occurs under the Note and the same is not cured within any applicable cure period.

b. The Borrower fails to perform or comply with any of the terms and conditions or any obligations or responsibilities due under this Trust Deed after notice thereof from Lender and the expiration of a period of thirty (30) days.

c. The Borrower has given or made, at any time during the loan process, any materially false, misleading, or inaccurate information or statements to the Lender or any other party under this Trust Deed in connection with the loan.

d. If any action or proceeding, whether civil or criminal, is begun that, in the Lender's judgment, could reasonably be expected to result in forfeiture of the Property or other material impairment of the Lender's interest in the Property or rights under this Trust Deed and the same is not stayed or dismissed within sixty (60) days.

e. Unless otherwise consented to by Lender, and except for any lien of taxes that are due but not yet delinquent, if a lien is registered against any material portion of the Property, or if a default occurs under any other lien or encumbrance existing against the Property and the same is not cured within thirty (30) days of the Borrower's notice;

f. The Borrower abandons or fails to occupy the Property (except due to casualty or condemnation).

g. Any material part of the Property is expropriated.

h. Unless agreed to by the Lender in writing, an application for a demolition permit is filed by or received by the Borrower with respect to all or any part of the Improvements or the Borrower engages in any demolition of a material portion of the Improvements except with respect to casualty or condemnation.

15. EXPENSES AND FEES. The Borrower shall pay all out-of-pocket costs, expenses and fees (including, without limitation, reasonable trustee's and attorneys' fees) which are incurred by the Trustee or the Lender in connection with the servicing of the indebtedness secured by this Trust Deed and the enforcement or protection of the rights and interests of the Trustee or the Lender under this Trust Deed or Note including, without limitation, the monitoring of any insolvency or bankruptcy proceedings, with interest on such costs, expenses and fees at the default rate provided in the Note, both before and after judgment, all of which shall be considered Secured Obligations and secured hereby.

16. PROTECTION OF LENDER'S INTEREST. If at any time the Borrower fails to perform the covenants and agreements under this Trust Deed, or if there is a legal proceeding that significantly affects the Lender's interest in the Property, or if the Borrower has abandoned the Property, then the Lender may do and pay for whatever is reasonable or appropriate to protect the Lender's interest in the Property and/or rights under this Trust Deed, which includes, but is not limited to:

a. Paying any sums secured by a lien which has priority over this Trust Deed;

- b. Appearing in court;
- c. Paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Trust Deed; and
- d. Paying for reasonable costs to repair and maintain the Property.

The Lender will at all times retain the right to take action under this Section. However, the Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that the Lender will not incur any liability for not taking any or all actions to perform such tasks. Furthermore, any amounts paid by the Lender will become additional debt of the Borrower secured by this Trust Deed.

17. POWER OF SALE. If at any time an event of default has occurred hereunder, the Lender will have the right and authority to foreclose and force the sale of the Property without any judicial proceeding through the exercise of the power of sale. If the Lender invokes the power of sale, the Trustee and Lender shall exercise the power of sale under applicable law. The Lender or its designee may purchase the Property at any sale.

18. REMEDIES. Upon the occurrence of an event of default hereunder, the Lender will have the right to invoke all remedies permitted under Applicable Law, whether or not such remedies are expressly granted in this Trust Deed, including but not limited to (a) foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property; (b) take possession or appoint a receiver to take possession of and (without liability or obligation) (i) hold, occupy, operate, use, maintain, repair and conserve the value of the Property, (ii) make, modify, enforce and terminate any Leases, (iii) collect any Rents and (after deducting from such Rents maintenance and operating expenses, including reasonable management fees) apply the same to the Secured Obligations, and (iv) exercise such other powers as may be fixed by the court; (c) offset the Secured Obligations against any amounts owed by the Lender to the Borrower and apply toward the Secured Obligations all funds of the Borrower which the Lender may have in its possession or under its control; (d) if permitted by applicable law, sue on the Secured Obligations; and/or (e) exercise any other rights and remedies available at law or in equity. Any delay in the exercising of any right or remedy by the Lender or the Trustee will not constitute a waiver to exercise this right at a later date should the Borrower remain in default or subsequently default again in the future.

19. GOVERNING LAW. This Trust Deed will be construed in accordance with the laws of the State of Utah ("Applicable Law"). Applicable Law will include all controlling applicable federal, state and local statutes. All rights and obligations under this Trust Deed are subject to any requirements and limitations of Applicable Law.

20. SEVERABILITY. If any portion of this Trust Deed will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Trust Deed is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

21. JOINT SIGNATURES. If the Borrower is more than one person or legal entity, each Borrower who signs this Trust Deed will be jointly and severally bound to comply with all the obligations and liabilities of the other Borrower(s).

22. STATUTORY PROVISIONS. The provisions contained in this Trust Deed are additional and supplemental, to the extent permitted by law, to the provisions set out in the Applicable Law as they relate to trusts.

23. SUBSTITUTE TRUSTEE. The Lender may, at its option, from time to time appoint a successor Trustee by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the property is located. The instrument will contain the name of the original Lender, Trustee, and Borrower, the book and page where this Trust Deed is recorded and the name and address of the successor Trustee. Without conveyance of the Property, the successor trustee will succeed to all the title, powers and duties of the Trustee.

24. NOTICE. All notice given by either party in connection with this Trust Deed must be in writing. The recipient's address will be the property address as stated under this Trust Deed unless another address has been designated. If there is a change of address by any party, that party must promptly notify all parties under this Trust Deed of the change of address. Notices if (i) mailed by certified or registered mail or sent by hand or overnight courier service shall be deemed to have been given when received; (ii) sent by facsimile during the recipient's normal business hours shall be deemed to have been given when sent (and if sent after normal business hours shall be deemed to have been given at the opening of the recipient's business on the next business day); and (iii) sent by email shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email, or other written acknowledgment).

25. FURTHER ASSURANCES. The Borrower shall at any time and from time to time, on request of the Lender, take or cause to be taken any action, and execute, acknowledge, deliver or record any further instruments, which the Lender reasonably deems necessary or appropriate to carry out the purposes of this Trust Deed and to perfect and preserve the lien and security interest intended to be created and preserved in the Property.

26. REQUEST FOR NOTICES. The Lender and the Borrower request that a copy of any notice of default and a copy of any notice of sale under any trust deed, mortgage, tax or assessment lien recorded against the Property be mailed to the Lender and the Borrower at their respective addresses set forth in the first paragraph of this Trust Deed.

IN WITNESS WHEREOF this Trust Deed has been executed by the Borrower in the manner prescribed by law as of the first date stated above.

Borrower:

Evergen Equity 18, LP,
a Texas limited partnership

By: Evergen Equity 18 GP, LLC,
a Texas limited liability company

By: _____
Name: ~~Morris Troy Marcus~~
Its: ~~Manager~~

State of TEXAS)
County of TRAVIS)

On June 25, 2024 before me, Turner Patrick Dowell, personally appeared ~~Morris Troy Marcus~~, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

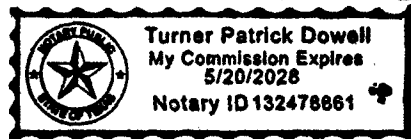
WITNESS my hand and official seal.

Turner Patrick Dowell

Notary Public
5/20/2028

My commission expires

(Notary Seal)



SCHEDULE A
LEGAL DESCRIPTION OF REAL PROPERTY

PARCEL 1:

Lots 34 and 35, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 2:

Lots 36, 37 and 38, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 3:

Lots 39 and 40, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 4:

Lots 1, 2 and 3, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 5:

Lots 4 through 8, inclusive, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 6:

Lots 9 and 10, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

PARCEL 7:

Lots 11 and 12, Block 1, BURTON PLACE PLAT "A", according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on September 18, 1913 as Entry No. 314721 in Book F of Plats at Page 107.

Parcel Identification Numbers: 16-19-153-004, 16-19-153-005, 16-19-153-006, 16-19-153-007, 16-19-153-010, 16-19-153-009 and 16-19-153-008