



THIS INSTRUMENT PREPARED BY:  
THE BANK OF COMMERCE  
ADMIN  
3113 South 25th East  
Idaho Falls ID 834060000

AFTER RECORDING RETURN TO:  
The Bank of Commerce  
3113 South 25th East  
Idaho Falls ID 834060000

(Space Above This Line For Recording Data)

LOAN NUMBER: 4010909264

## LANDLORD'S WAIVER AND CONSENT

On January 23, 2025, this Landlord's Waiver and Consent ("Waiver") is made by MOUNTAINVIEW PLAZA, LLC, a Utah Limited Liability Company whose address is 290 NORTH FLINT STREET, FARMINGTON, Utah 84037 ("Landlord"), and given to The Bank of Commerce whose address is 3113 South 25th East, Idaho Falls, Idaho 83406 ("Lender").

WHEREAS, Lender has or is about to acquire a Uniform Commercial Code security interest in certain personal property owned by RELAX HERRIMAN, LLC, a Utah Limited Liability Company whose address is 926 WEST SUNSPEAR DRIVE, SARATOGA SPRINGS, Utah 84045 ("Borrower"), whose personal property is described as follows:

- **Fixture(s)** with the following description: FURNITURE, FIXTURES
- **Inventory** with the following description: INVENTORY
- **Equipment** with the following description: PMSI EQUIPMENT

("Collateral"); and WHEREAS, the Collateral has or may become affixed to or located at the following-described Realty, commonly known as:

Address: 5139 WEST MILLER CROSSING DRIVE, HERRIMAN, Utah 84096 Legal Description:  
LOCATED IN SALT LAKE COUNTY, UTAH *See attached Exhibit "B"*

WHEREAS, Landlord owns or has an interest in the Realty, and to induce Lender, now or from time to time, to make loans or other financial accommodations to Borrower, and in consideration of the financial accommodations extended by Lender to Borrower, Landlord consents and agrees with Lender, as follows:

1. Landlord disclaims and waives, as real estate fixtures or otherwise, any and all interest in the Collateral for so long as Borrower is indebted to Lender, and waives any security interest provided in any lease of the Realty, and consents to the placement, storage and retention upon or attachment to the Realty of the Collateral or any portion thereof. Landlord agrees not to assert any claim or interest in the Collateral, nor seek levy or distraint upon it for rent or otherwise.
2. Landlord consents to Lender's entry upon the Realty at all reasonable times to inspect, dispose of, or remove the Collateral, upon reasonable notice, so long as Lender repairs all physical damage, if any, done to the Realty, or offers to reimburse Landlord for the cost of such repairs, but not for any

diminution in the value of the Realty caused by the absence of the Collateral removed or by the necessity of replacing it.

**GOVERNING LAW.** This Waiver shall be governed by the law of jurisdiction in which the Realty is located and binds and inures to the benefit of Lender, and its successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of Landlord.

**GENERAL WAIVERS.** To the extent permitted by law, the Landlord waives notice of Lender's acceptance of this agreement, defenses based on suretyship, any defense arising from any election by the Lender under the Bankruptcy Code, Uniform Commercial Code or other applicable law, demand, notice of intention to accelerate, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor, and any other notice.

**JOINT AND SEVERAL LIABILITY.** The liability of all parties obligated in any manner under this Waiver shall be joint and several, to the extent of their respective obligations.

**SEVERABILITY.** If a court of competent jurisdiction determines any term or provision of this Waiver is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of this Waiver without invalidating the remainder of either the affected provision or this Waiver.

**SURVIVAL.** The Lender's rights in this Waiver will continue in its successors and assigns. This Waiver is binding on all heirs, executors, administrators, assigns, and successors of the Landlord.

**ASSIGNABILITY.** The Lender may assign or otherwise transfer this Waiver or any of Lender's rights under this Waiver without notice to the Landlord. Any assignee of the Lender has the same rights as the Lender. The Landlord may not assign this Waiver, or any part of the Waiver without the express written consent of the Lender.

**HEADINGS AND GENDER.** The headings preceding text in this Waiver are for general convenience in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading. All words used in this Waiver are read to be of whatever gender or number is appropriate under the circumstances.

**ORAL AGREEMENTS DISCLAIMER.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing below, Landlord accepts and agrees to the terms in this Waiver and Consent.

MOUNTAINVIEW PLAZA, LLC

By: AARON OSMOND  
Its: MANAGER

Date

1/28/25

**BUSINESS ACKNOWLEDGMENT**

STATE OF UTAH

COUNTY OF *Salt Lake*

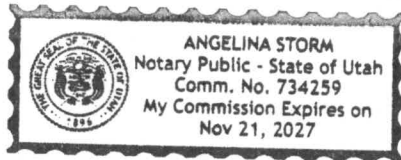
This instrument was acknowledged on the *28 January 2025*, by AARON OSMOND, MANAGER on behalf of MOUTAINVIEW PLAZA, LLC, a Utah Limited Liability Company, who personally appeared before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires: *Nov 21, 2027*

*AS Storm*

(Official Seal)



Identification Number *734259*

**LENDER:**

The Bank of Commerce

*[Signature]* *2-3-25*

By: Ian C. Baker

Date

Its: Assistant Vice President

**5139 w Miller Crossing Dr., Herriman, Utah 84096 – Building 3**

**Legal Description:** LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HERRIMAN CITY, SALT LAKE COUNTY, UTAH

**MOUNTAINVIEW PLAZA**

**AMENDING ALL OF LOTS 1 AND 2,  
GAME POINTE SUBDIVISION**

***LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25,  
TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN,  
HERRIMAN CITY, SALT LAKE COUNTY, UTAH***

