



W3289509

E# 3289509 PG 1 OF 25
Leann H. Kilts, WEBER COUNTY RECORDER
05-Jul-23 0452 PM FEE \$40.00 DEP DAC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, I
ELECTRONICALLY RECORDED

AFTER RECORDING, RETURN TO:
Matthew L. Anderson
FABIAN VANCOTT
95 South State Street, Suite 2300
Salt Lake City, UT 84111

MAIL TAX NOTICES TO:
Ville 3306, LLC
Attn: Keith Holmes Warburton
244 East Stonebridge Drive
Draper, Utah 84020

159210-RLP

TAX PARCEL I.D. NOS. 05-107-0006, 05-108-0039,
05-108-0040, and 05-107-0004

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

THIS DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT AND FIXTURE FILING, made and entered into as of June 29, 2023 by and between VILLE 3306, LLC, a Utah LLC, ("Borrower") with an address of 244 East Stonebridge Drive, Draper, Utah 84020, as grantor; MATTHEW L. ANDERSON, FABIAN VANCOTT ("Trustee") with an address of 95 South State Street, Suite 2300, Salt Lake City, Utah 84111, as trustee; and FRATELLI'S, LLC, a Washington limited liability company with an address of 1081 East Marginal Way South, Tukwila, Washington 98168, and ALEYSKA REAL PROPERTY, LLC, a Washington limited liability company with an address of 2415 T Avenue, Suite 208, Anacortes, Washington 98221 (hereinafter referred to collectively as "Lender" or "Beneficiary"), collectively, as beneficiary (hereinafter, this "Trust Deed").

WITNESSETH, THAT in consideration of Lender's agreement to make a loan to Borrower in the original principal amount of Six Million Eight Hundred Thousand and no/100 Dollars (\$6,800,000.00, each Lender is to loan \$3,400,000.00 to Borrower, the "Loan") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby warrants, represents, covenants and agrees as follows:

ARTICLE I
Granting Clauses

Section 1.01 Grant of Real Estate Security. Borrower hereby irrevocably GRANTS, BARGAINS, SELLS, MORTGAGES, WARRANTS, TRANSFERS, CONVEYS, ASSIGNS, SETS OVER AND PLEDGES to TRUSTEE, IN TRUST FOR THE BENEFIT OF LENDER, WITH POWER OF SALE, all of the following described property (the "Premises"):

(a) The real property located in the City of Ogden, County of Weber, State of Utah, described on Exhibit A, attached hereto and incorporated herein, and all and singular the tenements, hereditaments and appurtenances thereto, together with all right, title and interest of Borrower in all easements, rights-of-way, gores or strips of land, surface waters, ground waters, watercourses, mineral interests and subsurface rights, alleys, streets and sidewalks, whether now owned or hereafter acquired, either in law or in equity, adjacent or appurtenant to or adjoining such real property (the "Land");

(b) Any and all buildings and improvements now or hereafter erected or located on the Land, including all fixtures, attachments, appliances, equipment, machinery and other articles attached to such buildings and improvements (the "Improvements");

(c) All right, title and interest of Borrower in and to all tangible personal property now owned or hereafter acquired by Borrower and now or at any time hereafter located on the Land or within the Improvements and used in connection therewith, including all building materials stored on the Land, all machinery, motors, elevators, fittings, radiators, awnings, shades, screens, all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, all furniture, furnishings, equipment and other personal property owned by Borrower and used in connection with the operation of the Premises, and all renewals and replacements thereof (excluding any such property owned by a tenant of the Premises) (the "Personal Property"), all of which property shall, so far as permitted by law, be deemed to form a part and parcel of the real property and for the purpose of this Trust Deed to be real estate and covered by this Trust Deed;

(d) All of Borrower's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, operation or management of the Premises, whether now existing or entered into or obtained after the date hereof, including the "Leases" and "Rents" (as hereinafter defined);

(e) All agreements for use and occupancy of any part of the Premises, now existing or hereafter entered into, including any and all extensions or modifications thereto (the "Leases"), and all of the rents, royalties, security deposits, income, receipts, revenues and other sums now due or which may hereafter become due to Borrower under any Lease or arising from the use and enjoyment of any part of the Premises, and all rights and remedies which Borrower may have against any party under the Leases (the "Rents"); and

(f) All the estate, interest, right, title or other claim or demand with respect to the proceeds of insurance and any and all awards made for the taking of any part of the Premises by the power of eminent domain, or by any proceeding or purchase in lieu thereof.

TO HAVE AND TO HOLD the Premises unto Trustee, for the benefit of Lender and its successors and assigns, forever.

Section 1.02 Grant of Security Interest.

(a) With respect to any portion of the Premises that constitutes Personal Property, fixtures or other property or interests governed by the Uniform Commercial Code of the state in which the Premises is located (the “UCC”), this Trust Deed shall constitute a security agreement between Borrower, as the debtor, and Lender, as the secured party, and Borrower hereby GRANTS TO LENDER A SECURITY INTEREST in such portion of the Premises. Borrower agrees to execute and deliver to Lender all financing and continuation statements and other information that are from time to time required to establish and maintain the validity and priority of the security interests herein granted. Upon the occurrence of an “Event of Default” (as defined herein), Lender shall have all of the rights and remedies of a secured party available under the UCC with respect to the property encumbered by the security interests; provided, however, Lender may, at its option, dispose of such property in accordance with Lender’s rights and remedies under this Trust Deed, in lieu of proceeding under the UCC.

(b) This Trust Deed shall also constitute a Financing Statement for purposes of the UCC and shall constitute a “fixture filing” under such statutes, and shall be filed in the real estate records of the County in which the Land is located. Borrower hereby authorizes Lender to file all Financing Statements evidencing the security interest granted to Lender in the Premises in all appropriate filing jurisdictions. For such purposes the name and address of the Debtor and the Secured Party are as set forth below:

Debtor: VILLE, 3306, LLC
c/o Keith Holmes Warburton
244 East Stonebridge Drive
Draper, Utah 84020

Secured Parties: FRATELLI’S, LLC
c/o Joseph DiPietro
10831 East Marginal Way South
Tukwila, Washington 98168

ALYESKA REAL PROPERTY, LLC
c/o Jeff Hendricks
2415 T Avenue, Suite 208
Anacortes, Washington 98221

Address of Premises: 3306 Washington Boulevard
Ogden, Utah 84401

1. Assignment of Leases and Rents. Borrower hereby assigns and transfers to Lender all of the Leases and Rents. Trustor hereby absolutely and presently sells, assigns and transfers unto Beneficiary (subject to the conditional license granted to Trustor below) all of the rents, royalties, issues, profits, revenue, income and other benefits from the Premises (collectively the “Revenues”) and all of the rents, leases, issues and profits now due and which may hereafter become due under or by virtue of any Leases which may have been heretofore or may be hereafter

made or agreed to by Trustor or the agents of Trustor or which may be made or agreed to by Beneficiary under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such Revenues and Leases to Beneficiary and not merely the granting of a security interest. Notwithstanding the foregoing, Beneficiary hereby grants to Trustor a conditional license to collect and retain the Revenues. However, upon Default under the Note or this Deed of Trust or any other of the Loan Documents entered into for the Indebtedness Hereby Secured, the license to Trustor from Beneficiary shall terminate automatically and thereafter Beneficiary shall be entitled, after giving whatever notice may be required under this Deed of Trust, to take possession of the Premises, and subject to the effect of any Leases, remove all persons therefrom and rent the Premises for Trustor's account and employ such agents and attorneys as may be necessary with respect thereto. Likewise, upon such Default, and after giving whatever notice may be required under this Deed of Trust or any other Loan Document, Beneficiary shall be entitled to the immediate appointment of a receiver of the Premises, without regard to the value of the Premises or the solvency of any person or persons primarily or contingently liable for the payment of the Indebtedness Hereby Secured, whether or not Beneficiary has an adequate remedy at law; and upon any such Default, whether or not a receiver has been sought or appointed, Beneficiary may collect all Revenues, and apply the Revenues so collected in their entirety to the extent of the Indebtedness Secured Hereby, after deducting Beneficiary's costs and expenses of collection of such Revenues (including, without limitation, attorneys' fees and the costs and expenses of litigation). Upon payment in full and satisfaction of the Indebtedness Hereby Secured, this assignment of Revenues shall terminate automatically. Trustor hereby irrevocably appoints Beneficiary its agent in its name and stead in the event of a default by Trustor (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Beneficiary shall, in its reasonable discretion, determine, and to collect all of said Revenues arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the Leases, written or oral, or other tenancy existing, or which may hereafter exist on the Premises.

Section 1.03 Secured Obligations.

(a) This Trust Deed shall secure the following indebtedness and obligations, including all replacements, renewals, amendments, extensions, substitutions, and modifications thereof:

(1) Payment of all indebtedness and performance of all obligations and covenants of Borrower under or pursuant to (i) the Promissory Note(s) dated as of the date hereof, executed by Borrower in favor of each Lender in the aggregate principal amount of 50% of the Loan (each a "Note"); (ii) this Trust Deed; (iii) the Assignment of Leases and Rents above; and (iv) all other "Loan Documents" (as defined herein); and

(2) Payment of all future advances and all sums advanced by Lender to protect the Premises or otherwise pursuant to the terms of the Loan Documents, with interest on all of the foregoing at the "Default Rate" (as defined in the Note) from the date of Lender's advance to the date of Borrower's repayment of same.

(b) The indebtedness and the obligations secured by this Trust Deed that are described in paragraph (a) above are hereinafter referred to as the “Secured Obligations.”

(c) This Trust Deed, the Note(s), the Assignment of Leases and Rents contained herein, and any other writing or instrument given to evidence or secure the payment or performance of any of the Secured Obligations are hereinafter collectively referred to as the “Loan Documents.”

ARTICLE II Payment and Performance

Section 2.01 Payment of Secured Obligations. Borrower shall pay all sums due under the Loan Documents without offset, counterclaim or defense, as and when the same shall become due. Borrower shall fully and faithfully observe and perform all of the obligations of Borrower to be observed and performed under the Loan Documents.

Section 2.02 Warranty of Title. Borrower represents and warrants that: (i) Borrower has good and marketable title to an indefeasible estate in fee simple in the Land and Improvements; (ii) Borrower has good and marketable title to all of the rest of the Premises; and (iii) such title of Borrower is free and clear of any liens or encumbrances except for those exceptions shown in the title insurance policy in favor of Lender insuring the lien of this Trust Deed (the “Permitted Encumbrances”). Borrower shall preserve Borrower’s title and interest in the Premises and will forever warrant and defend the validity and priority of the lien, security interest and assignments created herein against the claims of all persons whomsoever, subject only to the Permitted Encumbrances.

ARTICLE III Taxes and Insurance

Section 3.01 Taxes. Borrower shall pay when due and before any penalty attaches or interest accrues, all general taxes, special taxes, assessments, water charges, sewer service charges, and other similar charges against or affecting the Premises or any property or equipment located on the Land, or which might become a lien upon the Premises (the “Taxes”). If any Tax may be legally paid in installments, Borrower shall have the right, at its option, to pay such Tax in installments.

Section 3.02 Insurance.

(a) Borrower shall at all times keep in full force and effect the following policies of insurance with respect to the Premises:

(1) Physical hazard insurance on an “all risk” basis with a “replacement cost endorsement,” an “increased cost of construction endorsement” and an “agreed amount endorsement,” covering the perils of fire, flood (if in a flood hazard zone), earthquake (if in an earthquake zone), boiler and machinery (to include major components of HVAC

systems, if not already included in the above coverage), and such other perils as Lender may require, and extended coverage in an amount at least equal to the amount of the Loan and not less than the full replacement cost of the Improvements and Personal Property ("full replacement cost" shall mean the cost of replacing the Improvements and Personal Property without deduction for physical depreciation);

(2) Comprehensive public liability insurance covering claims for bodily injury, death and property damage in an amount which Lender may reasonably require, and sufficient to satisfy all tenant lease requirements (but in any event not less than \$3,000,000.00 per occurrence and \$7,000,000.00 in the aggregate); and

(3) Business interruption or loss of rents insurance to cover actual loss sustained in an amount not less than twelve (12) months' rent, based on a one hundred percent (100%) occupancy.

(b) All policies shall:

(1) Be issued by a company or companies rated A:VII or better by A.M. Best & Company;

(2) Not contain a co-insurance clause or other clause limiting the amount of coverage under any conditions;

(3) Name Lender and any participating lender as (i) first mortgagee as to casualty, (ii) first loss payee as to business interruption or loss of rents, and (iii) an additional insured as to liability coverage;

(4) Provide a minimum of thirty (30) days' written notice to Lender prior to any modification, termination, cancellation or non-renewal (and a ten (10) day notification for cancellation because of non-payment of premium);

(5) Cover all Improvements and Personal Property, and easily removable real estate items or fixtures included as security in the Loan Documents; and

(6) Be satisfactory to Lender in all other respects and conform to Lender's standard insurance criteria.

(c) Certified copies of the policies of insurance required herein, and original Accord 27 (Accord 28, if available) and Accord 25 (as to liability and excess liability only) certificates evidencing the insurance required herein shall be provided to Lender. In the event Borrower shall fail to maintain the insurance required by this section, Lender may, but shall not be so obligated, procure such insurance as Lender shall deem necessary, and any amount so expended by Lender shall be secured by this Trust Deed and be repayable by Borrower upon demand, with interest at the Default Rate.

(d) Borrower shall not take out separate insurance concurrent in form, or contributing in the event of loss, with that insurance required under this Section 3.02.

(e) In the event of any damage or destruction to the Premises, Borrower shall promptly make proof of loss to the insurers and Lender. Borrower shall not adjust or compromise any claim under such insurance without the prior written approval of Lender. All proceeds of such insurance shall be paid directly to Lender, and each insurer is hereby authorized and directed to make such payment directly to Lender. Any proceeds shall be applied first to the payment of all costs and expenses incurred by Lender in obtaining such proceeds. The balance of the proceeds, if any, shall be applied in accordance with the provisions of Article V, Restoration After Casualty/Condemnation.

ARTICLE IV Eminent Domain

Section 4.01 Eminent Domain. If all or any part of the Premises is taken or damaged by the exercise of the power of eminent domain or a conveyance in lieu thereof (a "Condemnation"), or should Borrower receive any notice or other information regarding any such proceeding, Borrower shall give prompt written notice thereof to Lender. Lender may participate in any Condemnation proceedings, and Borrower shall consult with Lender and its attorneys and cooperate with them in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or sales in lieu thereof, and all judgments, decrees and awards for injury or damage to the Premises shall be paid to Lender and shall be applied first to all costs and expenses incurred by Lender in obtaining the proceeds. The balance of the proceeds, if any, shall be applied in accordance with the provisions of Article V, Restoration After Casualty/Condemnation.

ARTICLE V Restoration After Casualty/Condemnation

Section 5.01 Restoration After Casualty/Condemnation.

(a) If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, or if the Premises or any portion thereof is taken by the power of eminent domain, Borrower shall give prompt notice of such damage or taking to Lender and shall promptly commence and diligently prosecute completion of the repair and restoration of the Premises as nearly as possible to the condition the Premises was in immediately prior to such fire or other casualty or taking, with such alterations as may be approved by Lender (the "Restoration").

(b) The term "Net Proceeds" for purposes of this Article V shall mean: (i) the net amount of all insurance proceeds under the policies carried pursuant to Subsections 3.02 (a) of this Trust Deed as a result of such damage or destruction, after deduction of Lender's reasonable costs and expenses (including, but not limited to reasonable attorney's fees), if any, in collecting the same, or (ii) the net amount of all awards and payments received by Lender with respect to a taking referenced in Section 4.01 of this Trust Deed, after deduction of Lender's reasonable costs

and expenses (including, but not limited to reasonable attorney's fees), if any, in collecting the same, whichever the case may be. If (i) the Net Proceeds do not exceed \$50,000.00 (the "Net Proceeds Threshold"); (ii) the costs of completing the Restoration as reasonably estimated by Borrower shall be less than or equal to the Net Proceeds; (iii) no Event of Default shall have occurred and be continuing under the Note, this Trust Deed or any of the Loan Documents; (iv) the Premises and the use thereof after the Restoration will be in compliance with, and permitted under, all applicable zoning laws, ordinances, rules and regulations (including, without limitation, all applicable Environmental Requirements; (v) (A) in the event that the Net Proceeds are insurance proceeds, less than twenty-five percent (25%) of the total floor area of the Improvements has been damaged or destroyed, or rendered unusable as a result of such fire or other casualty; or (B) in the event that the Net Proceeds are condemnation awards, less than twenty-five percent (25%) of the Land constituting the Premises is taken, such Land that is taken is located along the perimeter or periphery of the Land, no portion of the Improvements is located in condemned Land, and such taking does not materially impair access to the Premises; and (vi) Lender shall be satisfied that any operating deficits, including all scheduled payments of principal and interest under the Note which will be incurred with respect to the Premises as a result of the occurrence of any such fire or other casualty or taking, whichever the case may be, will be covered out of (1) the Net Proceeds, or (2) other funds of Borrower, then the Net Proceeds will be disbursed directly to Borrower.

(c) If the Net Proceeds are greater than the Net Proceeds Threshold, such Net Proceeds shall be forthwith paid to Lender to be held by Lender in a segregated account to be made available to Borrower for the Restoration in accordance with the provisions of this Section 5.01(c) and Section 5.02. The Net Proceeds held by Lender pursuant to Section 5.01 (c) shall be made available to Borrower for payment or reimbursement of Borrower's expenses in connection with the Restoration, subject to the following conditions and subject to the disbursement provisions of Section 5.02:

(1) No Event of Default shall have occurred and be continuing under the Note, this Trust Deed or any of the Other Loan Documents;

(2) Lender shall, within a reasonable period of time prior to request for initial disbursement, be furnished with an estimate of the cost of the Restoration accompanied by an independent architect's certification as to such costs and appropriate plans, which cost estimate and architect's certificate shall be subject to Lender's approval, not to be unreasonably withheld or delayed;

(3) The Net Proceeds, together with any cash or cash equivalent deposited by Borrower with Lender, are sufficient to cover the cost of the Restoration as such costs are certified by the independent architect;

(4) Net Proceeds are less than the then outstanding principal balance of the Note;

(5) (i) In the event that the Net Proceeds are insurance proceeds, less than twenty-five percent (25%) of the total floor area of the Improvements has been damaged or destroyed, or rendered unusable as a result of such fire or other casualty, or (ii) in the event that the Net Proceeds are condemnation awards, less than twenty-five percent (25%) of the Land constituting the Premises is taken, such Land that is taken is located along the perimeter or periphery of the Premises, no portion of the Improvements is located in the condemned Lands and such taking does not materially impair access to the Premises;

(6) Lender shall be satisfied that any operating deficits, including all scheduled payments of principal and interest under the Note, which will be incurred with respect to the Premises as a result of the occurrence of any such fire or other casualty or taking, whichever the case may be, will be covered out of (i) the Net Proceeds, or (ii) other funds of Borrower;

(7) Lender shall be satisfied that, upon the completion of the Restoration, the net cash flow of the Premises will be restored to a level sufficient to cover all carrying costs and operating expenses of the Premises, including, without limitation, debt service on the Note and all escrows for insurance premiums and Tax payments for the Premises.

(8) The Restoration can reasonably be completed on or before the earliest to occur of (i) six (6) months prior to the Maturity Date (as defined in the Note); (ii) the earliest date required for such completion under the terms of any major leases of the Premises; and (iii) such time as may be required under all applicable zoning laws, ordinances, rules or regulations in order to repair and restore the Premises to as nearly as possible the condition it was in immediately prior to such fire or other casualty or to such taking, as applicable;

(9) The Premises and the use thereof after the Restoration will be in compliance with, and permitted under, all applicable zoning laws, ordinances, rules and regulations (including, without limitation, all applicable "Environmental Requirements".

Section 5.02 Disbursement of Net Proceeds.

(a) The Net Proceeds held by Lender until disbursed in accordance with the provisions of this Article V shall constitute additional security for the Secured Obligations. The Net Proceeds other than the Net Proceeds paid under the Policy described in Section 3.02(a)(3) shall be disbursed by Lender to, or as directed by, Borrower, in an amount equal to the costs actually incurred from time to time for work in place as part of the Restoration less customary retainage from time to time during the course of the Restoration, not more frequently than once per month, upon receipt of evidence satisfactory to Lender that (i) all materials installed and work and labor performed (except to the extent that they are to be paid for out of the requested disbursement) in connection with the Restoration have been paid for in full, and (ii) there exist no notices of pendency, stop orders, mechanic's or materialman's liens or notices of intention to file same, or any other liens or encumbrances of any nature whatsoever on the Premises arising

out of the Restoration which have not either been fully bonded and discharged of record or in the alternative fully insured to the satisfaction of Lender by the title company insuring the lien of this Trust Deed. The Net Proceeds paid under the Policy described in Section 3.02(a)(3) shall be disbursed by Lender to pay for debt service under the Loan evidenced by the Note, to pay other expenses incurred by Borrower in connection with the ownership and operation of the Premises, and the remainder thereof, to, or as directed by, Borrower to pay for the cost of the Restoration in accordance with this Section 5.02(a). Final payment shall be made after submission to Lender of all licenses, permits, certificates of occupancy and other required approvals of governmental authorization having jurisdiction and certification from the Casualty Consultant (as defined below) of Lender that the Restoration has been fully completed.

(b) Lender shall have the use of the plans and specifications and all permits, licenses and approvals required or obtained in connection with the Restoration. The identity of the contractors, subcontractors and materialmen engaged in the Restoration, as well as the contracts under which they have been engaged, shall be subject to prior review and acceptance by Lender and an independent consulting engineer selected by Lender (the "Casualty Consultant"), such acceptance not to be unreasonably withheld or delayed. All costs and expenses incurred by Lender in connection with making the Net Proceeds available for the Restoration including, without limitation, reasonable counsel fees and disbursements and the Casualty Consultant's fees, shall be paid by Borrower.

(c) If at any time the Net Proceeds or the undisbursed balance thereof shall not, in the reasonable opinion of Lender, be sufficient to pay in full the balance of the costs which are estimated by the Casualty Consultant to be incurred in connection with the completion of the Restoration, Borrower shall deposit the deficiency (the "Net Proceeds Deficiency") with Lender before any further disbursement of the Net Proceeds shall be made. The Net Proceeds Deficiency deposited with Lender shall be held by Lender and shall be disbursed for costs actually incurred in connection with the Restoration on the same conditions applicable to the disbursement of the Net Proceeds, and until so disbursed pursuant to this Article V shall constitute additional security for the Secured Obligations.

(d) The excess, if any, of the Net Proceeds and the remaining balance, if any, of the Net Proceeds Deficiency deposited with Lender after (i) the Casualty Consultant certifies to Lender that the Restoration has been completed in accordance with the provisions of this Article V, and (ii) the receipt by Lender of evidence satisfactory to Lender that all costs incurred in connection with the Restoration have been paid in full and all required permits, licenses, certificates of occupancy and other required approvals of governmental authorities having jurisdiction have been issued, shall be remitted by Lender to Borrower, provided no Event of Default shall have occurred and shall be continuing under the Note, this Trust Deed or any of the Loan Documents.

(e) All Net Proceeds not required (i) to be made available for the Restoration or (ii) to be returned to Borrower as excess Net Proceeds pursuant to Section 5.02(d) shall be retained and applied by Lender toward the payment of the Debt whether or not then due and payable in such

order, priority and proportions as Lender in its discretion shall deem proper or, at the discretion of Lender, the same shall be paid, either in whole or in part, to Borrower. If Lender shall receive and retain Net Proceeds, the lien of this Trust Deed shall be reduced only by the amount received and retained by Lender and actually applied by Lender in reduction of the Debt without prepayment charge.

ARTICLE VI

Maintenance; Alterations; and Inspections

Section 6.01 Maintenance. Borrower shall: (i) maintain the Premises in good condition and repair, subject to ordinary wear and tear; (ii) not commit or suffer to be committed any waste of the Premises; (iii) comply with all laws, ordinances, regulations and restrictions now or hereafter affecting the Premises; and (iv) not do or permit to be done any act that would otherwise diminish the value of the Premises.

Section 6.02 Alterations. Borrower shall not remove, demolish or alter any of the Improvements without the prior written approval of Lender; provided, however, that Borrower may make interior, nonstructural alterations in an amount not to exceed \$50,000 in each calendar year and Borrower's Tenant may make such repairs and alterations as permitted by the Leases. Borrower shall complete any construction or alteration of the Premises in a good and workmanlike manner.

Section 6.03 Inspections. Lender shall have the right at any time, upon reasonable prior notice to Borrower, to enter upon the Premises for the purpose of inspecting the same or to exercise any of its rights and remedies under the Loan Documents.

ARTICLE VII

Events Of Default; Remedies

Section 7.01 Events of Default. Each of the following shall be an "Event of Default" under this Trust Deed:

(a) Failure of Borrower to make any payment of principal or interest or any other payment under the Note (or either of the Notes, inasmuch as a default of one Note constitutes a default under both Notes) or any other sum secured under any Loan Document within ten (10) days after the date such payment shall be due and payable; or

(b) Failure of Borrower to perform or observe any other covenant or agreement set forth in this Trust Deed, and the continuance of such default for thirty (30) days after notice thereof from Lender specifying such default, provided that if such default cannot reasonably be cured within such thirty (30) day period, no Event of Default shall be deemed to exist if Borrower shall commence to cure such default within such thirty (30) day period and proceed with due diligence to complete such cure; but in any event, such default must be fully cured within sixty (60) days after Lender's notice; or

(c) The occurrence of a breach, default or an "Event of Default" under any Loan Document other than this Trust Deed that is not cured within the applicable cure period, if any, provided therein; or

(d) Any suit or proceeding shall be filed against Borrower or any guarantor of Borrower under any Loan Document that, if adversely determined, could materially impair the ability of Borrower or such guarantor to perform any of its obligations under any Loan Document, in the opinion of Lender, in its sole discretion; or

(e) Any representation, warranty or statement made by Borrower, any guarantor or other party under any Loan Document or any other affidavit or instrument executed or delivered with respect to the Loan shall be determined by Lender to be false or misleading in any material respect; or

(f) Borrower shall convey, alienate, transfer, mortgage, encumber, lease or assign ownership or control of all or any part of the Premises or any interest therein, whether legal or equitable, or in violation of Section 9.01 hereof, or Borrower shall be divested of its title or any interest in the Premises in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Borrower; or

(g) Borrower (i) shall execute an assignment for the benefit of creditors or an admission in writing of Borrower's inability or failure to pay debts generally as they become due; or (ii) shall allow the levy against the Premises or any part thereof, of any execution, attachment, sequestration or other writ or action which is not vacated or discharged within sixty (60) days after such levy; or (iii) shall allow the appointment of a receiver, trustee or custodian of Borrower or the Premises or any part thereof which receiver, trustee or custodian is not discharged within sixty (60) days after such appointment; or (iv) shall file as a debtor a petition, case, proceeding or other action pursuant to, or voluntarily seeks the benefit or benefits of, any law granting relief to any debtor, or takes any action in furtherance thereof; or (v) shall file a petition, complaint, answer or other instrument that seeks to effect a suspension of, or that has the effect of suspending, any of the rights or powers of Lender granted under any Loan Document; or (vi) shall allow the filing of a petition, case, proceeding or other action against Borrower as a debtor under any law granting relief to a debtor, or shall seek or allow appointment of a receiver, trustee, custodian or liquidator of Borrower or of the Premises, or any part thereof, or of any significant portion of Borrower's other property, and (1) Borrower shall admit, acquiesce in or fail to contest diligently the allegations thereof, or (2) such petition, case, proceeding or other action shall result in the entry of an order for relief or order granting the relief sought against Borrower, or (3) such petition, case, proceeding or other action is not permanently dismissed or discharged on or before the earlier of trial thereon or sixty (60) days following the date of filing; or

(h) The occurrence of any event described in paragraph (g) above with respect to any guarantor of the Secured Obligations or any other person or entity obligated in any manner to pay or perform the Secured Obligations.

Section 7.02 Remedies. Upon the occurrence of an Event of Default, Lender shall have the right to take any one or more of the following actions:

(a) Declare all Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein, and Borrower hereby waives notice of intent to accelerate the Secured Obligations;

(b) Commence an action to foreclose this Trust Deed in accordance with applicable law by judicial order or power of sale, or specifically enforce any of the covenants of this Trust Deed;

(c) Exercise any or all of the remedies available to Lender as a secured party under the UCC;

(d) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Premises or any part thereof and do any acts that it deems necessary or desirable to protect and preserve Lender's security; or

(e) Without notice to Borrower or anyone claiming under Borrower, and without regard to the value of the Premises, to apply to any court having jurisdiction to appoint a receiver or receivers of the Premises, and Borrower hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all of the usual powers and duties of receivers in like or similar cases and all powers and duties of Lender in case of entry as provided in Section 7.05.

If Lender shall exercise its right to declare all Secured Obligations to be due and payable, then any tender of payment after acceleration (other than pursuant to a statutory right to cure prior to foreclosure) shall be deemed to be a voluntary prepayment, and, in addition to such Secured Obligations, Borrower shall pay Lender as compensation to Lender for premature payment of the Loan, a prepayment charge that shall be equal to the "Prepayment Premium", if any, set forth in Paragraph 6 of the Note.

Section 7.03 Power of Sale. If Lender shall elect to foreclose this Trust Deed, Lender may direct Trustee to institute a proceeding to sell the Premises pursuant to the power of sale granted to Trustee hereunder at such time, place and in such manner as may be prescribed by applicable law, including without limitation Section 57-1 of the Utah Code, with all notices required by applicable law for such sale. Subject to applicable law, the proceeds of such sale shall be applied first, to the costs and expenses incurred by Trustee in conducting such sale; second, to the costs and expenses of Lender in enforcing its rights and remedies under the Loan Documents; third, to the payment of all Secured Obligations and all interest accrued thereon; and fourth, the remainder, if any, shall be paid to Borrower.

Section 7.04 Remedies Not Exclusive; No Waiver. Every power or remedy given Lender by any of the Loan Documents, or to which Lender otherwise may be entitled, may be exercised without prejudice to any other power or remedy, concurrently, independently, in any order or any manner from time to time and as often as may be deemed expedient by Lender. No remedy or power is intended to be exclusive of any other remedy or power, and Lender may pursue inconsistent remedies. The acceptance by Lender of the payment or performance of any Secured Obligation after the same shall be due shall not constitute a waiver of Lender's right to the prompt payment or performance of same, or to declare a default as herein provided. The acceptance by Lender of any sum in an amount less than the sum then due shall not constitute a waiver of Borrower's obligation to pay the entire sum, and such failure shall continue to be a default by Borrower notwithstanding Lender's acceptance of such partial payment. Consent by Lender to any action or inaction of Borrower which is subject to consent or approval shall not be deemed a waiver of any other or future right of Lender to consent under this Trust Deed. Nothing set forth in this Trust Deed shall be construed to constitute Lender as a "mortgagee in possession" in the absence of its actual taking possession of the Premises pursuant to the powers granted herein.

Section 7.05 Waivers. To the extent permitted by law, Borrower hereby agrees that it shall not at any time insist upon, plead, claim or take any benefit or advantage, in any way whatsoever, whether now or in the future, and Borrower hereby irrevocably waives, all of the following, whether the same exists under federal or state law, or otherwise at law or in equity:

- (a) Any right of redemption of any of the Premises after sale under this Trust Deed;
- (b) All rights and claims it may have in or to any of the Premises as a "homestead exemption," or similar exemptions;
- (c) Any stay, extension or moratorium law that may extend the period for enforcement of this Trust Deed or any period of redemption;
- (d) Any and all right to require the marshaling of assets in connection with the exercise of any of Lender's remedies under this Trust Deed, it being agreed that Lender shall have the right to determine, in its sole discretion, the order in which any of the Premises shall be sold, or the order in which any Secured Obligations are satisfied from the proceeds of such sale;
- (e) Any law providing for the valuation or appraisal of all or any part of the Premises prior to or after any sale or sales made pursuant to this Trust Deed;
- (f) Personal service of process in any action or proceeding at any time commenced to enforce this Trust Deed or any of the Loan Documents, Borrower hereby agreeing that such process shall be deemed properly and adequately served if sent to Borrower as provided in Section 9.05 below;

(g) All notices not herein specifically required of Borrower's default under any of the Loan Documents, or of Lender's exercise, or election to exercise, any right, option or election under this Trust Deed;

(h) Any and all technical or procedural errors, defects and imperfections in any of the Loan Documents or any proceedings instituted by Lender under this Trust Deed; and

(i) Any claim or defense of Borrower contesting or challenging the personal jurisdiction of the "Courts" (as defined in Section 9.15 below), and any objection that Borrower may now or hereafter have to the laying of venue in the Courts for any suit, action or proceeding arising out of or relating to this Trust Deed or any other Loan Document or any objection that such suit, action or proceeding in the Courts has been brought in an inconvenient forum.

Section 7.06 Preservation of Security. Notwithstanding the provisions of this Article VII, and in addition to any other rights or remedies of Lender under this Trust Deed, should Borrower at any time fail to make any payment or perform any obligation under any Loan Document, Lender, in its sole discretion, without obligation to do so and without notice to or demand upon Borrower, and without releasing Borrower from any Secured Obligation or waiving any of Lender's rights under the Loan Documents, may cure such default of Borrower in such manner and to such extent as Lender may deem necessary to protect the security of this Trust Deed. In connection therewith, without limiting its general powers, Lender shall have and is hereby given the right, but not the obligation:

(a) To enter upon and take possession of the Premises;

(b) To direct Borrower to terminate any management agent and employ such management agent as Lender may determine;

(c) To make additions, alterations, repairs and improvements to the Premises which Lender may consider necessary or proper to keep the Premises in good condition and repair;

(d) To appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Lender;

(e) To pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which, in the judgment of Lender, may affect the security of this Trust Deed or be prior or superior hereto; and

(f) In exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants.

All costs and expenses incurred by Lender in connection with the exercise of the foregoing rights, including costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees, shall be secured by this Trust Deed and be repayable by Borrower upon demand, with interest at the Default Rate.

ARTICLE VIII
Environmental Indemnity

Section 8.01 Hazardous Substances. Borrower shall not generate, store, use or dispose, or permit the generation, storage, use or disposal of, any "Hazardous Substance" on or about the Premises. The term "Hazardous Substance" means and includes: (i) those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "pollutants", "toxic substances" or "solid waste" in any Environmental Law (as defined in the Environmental Indemnification Agreement); (ii) those substances listed in the U.S. Department of Transportation Table or amendments thereto (49 CFR 172.101) or by the U.S. Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and any amendments thereto); (iii) those other substances, materials and wastes which are or become, regulated under any applicable federal, state or local law, regulation or ordinance or by any federal, state or local governmental agency, board, commission or other governmental body, or which are or become classified as hazardous or toxic by any such law, regulation or ordinance; and (iv) any material, waste or substance which is any of the following: (1) asbestos; (2) polychlorinated biphenyl; (3) designated or listed as a "hazardous substance" pursuant to section 311 or section 307 of the Clean Water Act (33 U.S.C. sections 1251 et seq.); (4) explosive; (5) radioactive; (6) a petroleum product; (7) infectious waste; or (8) mold or mycotoxins. Notwithstanding anything to the contrary herein, the term "Hazardous Substance" shall not include commercially sold products otherwise within the definition of the term "Hazardous Substance", but (x) which are used or disposed of by Borrower or used or sold by tenants of the Premises in the ordinary course of their respective businesses, (y) the presence of which product is not prohibited by applicable Environmental Law, and (z) the use and disposal of which are in all respects in accordance with applicable Environmental Law.

Section 8.02 Indemnity. Borrower shall indemnify, defend and save and hold harmless Lender from and against any and all losses, liabilities, damages, costs and expenses (including costs of remediation or cleanup, loss of property value or defects in title to the Premises, and the reasonable fees and disbursements of Lender's counsel) asserted against or suffered or incurred by Lender and in any way relating to or arising out of the generation, storage, manufacturing, refining, releasing, transportation, treatment, disposal or other presence of any Hazardous Substance on or about or removed from the Premises, which indemnity shall survive: (i) the foreclosure of this Trust Deed; (ii) any conveyance of the Premises in lieu of such foreclosure; (iii) the payment and performance of the Secured Obligations, (iv) the release of the lien of this Trust Deed; and (v) any other transfer of Borrower's title to or interest in the Premises.

ARTICLE IX
General Covenants

Section 9.01 Prohibition On Transfer; Due on Sale; Permitted Transfers.

(a) If, without Lender's prior written consent: (i) the Premises or any part thereof or any interest in the Premises or Borrower, including beneficial interests, is sold or conveyed; (ii) title to the Premises or any interest therein is divested; (iii) the Premises or any ownership

interest in Borrower, including beneficial interests, is further encumbered or pledged; or (iv) any lease that gives the lessee any option to purchase the Premises or any part thereof is entered into, Lender shall, at its sole discretion, be entitled to accelerate the Loan and declare the then unpaid principal balance and all accrued interest and other sums due and payable under the Note to be immediately due and payable and exercise all remedies available to Lender under the Loan Documents. Any consent by Lender to a change in ownership or to a change in the composition of Borrower may be conditioned upon (i) payment of a transfer fee equal to one percent (1%) of the then outstanding principal balance of the Note for processing such request for consent, (ii) an increase in the rate of interest on the unpaid principal balance of the Note to a then current market rate, and/or (iii) other terms and conditions as Lender may impose in its sole discretion.

(b) Lender will permit the following transfers of ownership within the Borrower entity without fee or change in the Loan terms provided that: (i) no Event of Default shall have occurred and be continuing under the Loan Documents or any separate documents guaranteeing Borrower's payment and performance of the Loan; (ii) Lender is promptly notified of such proposed transfer and provided with such documentation evidencing the transfer and the identity of the transferee as reasonably requested by Lender; (iii) assumption documents, if deemed necessary by Lender, in form acceptable to Lender are executed by the transferee; and (iv) Borrower reimburses Lender for all fees and expenses including reasonable attorney's fees associated with thLender's review and documentation of the transfer:

(1) Any interest in the Borrower entity may be transferred upon the death of the holder of said interest but only by will or intestacy.

(2) Any interest in the Borrower entity may be voluntarily sold, transferred, conveyed or assigned to immediate family members or family trusts for estate planning purposes, provided that at all times there exists a minimum of fifty-one percent (51%) ownership and control of the Premises by the Borrower entity or parties owning interests existing as of the date of Loan closing. "Immediate family members" shall mean the spouse, children, grandchildren, siblings, and the children's siblings of each existing holder of an interest in Borrower, as of the date the Loan is made, or a trust for the benefit of one or more or any such persons.

(3) Any interest in the Borrower entity may be voluntarily sold, transferred or conveyed or assigned to another person owning an interest in Borrower as of the date of Loan closing.

Section 9.02 Prohibition of Dry Cleaning Facilities. Borrower shall not permit any person or entity to conduct activities on the Premises relating to the laundry and/or dry cleaning of clothing or other materials which do not restrict itself to "drop-off" or "pickup" activities only. This covenant shall be liberally construed to preclude any activity relating to the preparation, use, application or storage of any chemical compound utilized in the laundry and/or dry cleaning process.

Section 9.03 Compliance With Laws. Borrower shall promptly comply with all present and future federal, state and local laws, statutes and ordinances, and all covenants and restrictions of record affecting the Premises, including (i) the Occupational Safety and Health Act (OSHA), 29 U.S.C. § 651, and (ii) the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101. Borrower shall not initiate or acquiesce in any zoning reclassification or material change in the zoning affecting the Premises without the prior written approval of Lender.

Section 9.04 ERISA Representation and Warranty. Borrower hereby represents, warrants and agrees that as of the date hereof and the date of closing of the Loan, none of the investors in or owners of Borrower is (i) an employee benefit plan as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, (ii) a plan as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986, as amended, nor (iii) an entity the assets of which are deemed to include plan assets pursuant to Department of Labor regulation Section 2510.3-101 (the "Plan Asset Regulation"). Borrower further represents, warrants and agrees that at all times during the term of the Loan, Borrower shall not be deemed to include plan assets. If at any time during the entire term of the Loan any of the investors in or owners of Borrower shall include a plan or entity described in the first sentence of this Section 9.04, Borrower shall as soon as reasonably possible following an investment by such plan or entity, provide Lender with an opinion of counsel reasonably satisfactory to Lender indicating that the assets of Borrower are not deemed to include plan assets pursuant to the Plan Asset Regulation. In lieu of such opinion, Lender may, in its sole discretion, accept such other assurances from Borrower as are necessary to satisfy Lender, in its sole discretion, that the assets of Borrower are not deemed to include plan assets pursuant to the Plan Asset Regulation. Borrower understands that the representations and warranties herein are and will be at closing a material inducement to Lender in the making of the Loan, without which Lender would be unwilling to proceed with closing of the Loan.

Section 9.05 Notices.

(a) All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (i) the hand delivery of such Notices to the address for Notices; (ii) one business day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (iii) three business days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Borrower: VILLE 3306, LLC
c/o Keith Holmes Warburton
244 East Stonebridge Drive
Draper, Utah 84020

Lenders: FRATELLI'S, LLC
c/o Joseph DiPietro
10831 East Marginal Way South
Tukwila, Washington 98168

ALYESKA REAL PROPERTY, LLC
c/o Jeff Hendricks
2415 T Avenue, Suite 208
Anacortes, Washington 98221

With a copy to: Matthew L. Anderson
Fabian VanCott
95 South State Street, Suite 2300
Salt Lake City, Utah 84111

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

Section 9.06 Legal Existence. If Borrower is a corporation, partnership, limited liability company or other entity, Borrower shall preserve and keep in full force and effect its legal existence and all franchises, rights and privileges under the laws of the state of its incorporation or formation and its standing and/or qualification to do business in the state in which the Premises is located.

Section 9.07 Liens and Subrogation Rights of Lender.

(a) Borrower shall not create, permit to accrue or suffer to exist upon any of the Premises, any security interest, judgment lien, mechanic's or materialman's lien, or any other lien, encumbrance, charge, retention or reservation of title, pledge, hypothecation or assignment as security, and shall promptly pay, when the same shall become due, all claims and demands of contractors, subcontractors, mechanics, materialmen, laborers and others which claims, if unpaid, might result in or permit the creation of a lien upon the Premises, and Borrower shall cause any such lien to be promptly paid and discharged, whether by payment, bonding or otherwise, within thirty (30) days after the filing of same.

(b) Lender shall be subrogated, as further security for the Secured Obligations, to the lien of any lien, encumbrance or claim against the Premises paid out of the proceeds of the Loan, even though the same be released of record.

Section 9.08 Financial Statements. Borrower shall deliver to Lender, with reasonable promptness (and any event within ninety (90) days after the close of Borrower's fiscal year): (i) an income and expense statement with respect to the operation of the Premises for the immediately preceding fiscal year of Borrower, and (ii) a balance sheet and statement of profit and loss of Borrower for the immediately preceding fiscal year of Borrower. Each such operating and expense statement and financial statement shall be certified by the general partner or chief financial officer of Borrower, and shall be prepared in accordance with generally accepted accounting principles. Borrower shall also provide Lender with such additional information or records relating to the Premises or Borrower's financial condition as Lender may from time to time request. Upon request of Lender, Borrower shall furnish financial statements from major tenants under any Leases, to the extent Borrower is entitled under the Leases to receive such statements.

Section 9.09 Successors. The terms and provisions of this Trust Deed, and the rights and obligations of Borrower and Lender, shall inure to the benefit of and be binding upon Borrower and Lender and their successors and assigns.

Section 9.10 Governing Law. This Trust Deed shall be governed by, and construed in accordance with, the laws (excluding conflicts of laws rules) of the State of Utah.

Section 9.11 Release of Trust Deed. Upon payment and performance in full of all of the Secured Obligations, Lender shall, upon demand of Borrower but in no event later than the time prescribed by applicable law, release and/or cause the Trustee hereunder to reconvey the Premises from the lien of this Trust Deed and shall furnish Borrower with a properly executed and recordable instrument evidencing such release and/or reconveyance.

Section 9.12 Estoppel Certificate. Within twenty (20) days after request by Lender, Borrower shall furnish Lender a duly acknowledged written statement, in form satisfactory to Lender, setting forth the amount of principal and interest then owing under the Note, any other charges payable under any Loan Documents, and stating whether any offsets or defenses exist to the indebtedness secured hereby.

Section 9.13 Lender's Approval. In any instance under this Trust Deed in which Lender's approval shall be required, such approval may be given or withheld by Lender in Lender's sole discretion, and shall be final and conclusive. The granting of any approval by Lender shall not be deemed a waiver of such right of approval to any future matter, and all approvals by Lender must be in writing.

Section 9.14 Severability. If any term or provision of this Trust Deed or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any

other provision hereof or any other circumstance or situation with respect to this Trust Deed, and each remaining term and provision of this Trust Deed shall be valid and be enforced to the fullest extent by law.

Section 9.15 Consent to Jurisdiction; Waiver; Other Forums. Any suit, action or proceeding arising out of or relating to this Trust Deed or any other Loan Document, or any action or proceeding to execute on or otherwise enforce any judgment arising out of an Event of Default or other default under this Trust Deed or any other Loan Document can be brought by Lender in the applicable federal district court or in the state district court having jurisdiction for Salt Lake County, Utah (collectively, the "Courts"). By executing and delivering this Trust Deed, Borrower, and its successors and assigns, hereby irrevocably and unconditionally submit to the non-exclusive personal jurisdiction of the Courts for any suit, action or proceeding arising out of or relating to this Trust Deed or any other Loan Document, and irrevocably and unconditionally (i) consent to service of process in any such suit, action or proceeding by mailing copies of such process in accordance with Section 9.05 of this Trust Deed, and (ii) agree not to assert in any such proceeding before the Courts or any other court or tribunal, by way of motion, as a defense or otherwise, any claim contesting or challenging the personal jurisdiction of the Courts. In addition, Borrower irrevocably waives, to the fullest extent permitted by law, (x) any objection that it may now or hereafter have to the laying of venue in the Courts for any suit, action or proceeding arising out of or relating to this Trust Deed or any other Loan Document or (y) any objection that such suit, action or proceeding brought in the Courts has been brought in an inconvenient forum.

Section 9.16 Waiver of Jury Trial. THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT OR INSTRUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

Section 9.17 Limited Liability. Notwithstanding anything to the contrary contained in this Trust Deed or any other Loan Document, but without in any manner affecting the lien of this Trust Deed or the validity of any other Loan Document, this Trust Deed and all of Borrower's obligations hereunder are subject to the provisions of Paragraph 17 of the Note, which are incorporated herein by this reference.

ARTICLE X
Trustee

Section 10.01 Responsibilities. Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth herein, and no implied covenants, duties, or obligations shall be imposed upon Trustee. No provisions of this Trust Deed shall require Trustee to expend or risk its own funds or incur any financial obligation. Trustee may consult with counsel of its own choosing, and action taken by Trustee on the advice of such counsel shall be conclusive proof that such actions are taken in good faith and in reliance thereon, and Trustee shall not be liable for any action taken in accordance with such advice or which is reasonably believed by Trustee to be within the rights and powers conferred upon it by this Trust Deed.

Section 10.02 Successor Trustee. Lender shall have the full power, at any time and from time to time, to appoint a successor or substitute trustee by instrument properly executed, acknowledged and filed for record in the county in which the Trust Deed Estate is located. Such successor or substitute trustee shall thereupon have and possess all of the powers, authorities, duties and obligations vested in and upon the Trustee named herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this Trust Deed to be duly executed on the day and year set forth in the acknowledgment attached hereto and to be effective as of the date first set forth above.

VILLE 3306, LLC, a Utah LLC

By: [Signature]
Keith Holmes Warburton
Its Manager

STATE OF Utah)
COUNTY OF Utah) ss.

The foregoing instrument was acknowledged before me this 29 day of June, 2023, by Keith Holmes Warburton, whose identity is personally known to me or proven on the basis of satisfactory evidence, and who duly sworn/affirmed, that he acknowledged to me that he executed this Promissory Note as Manager on behalf of VILLE 3306, LLC.

[Signature]
Notary Public

My commission expires: 11/10/25
Residing at: Lehi, UT

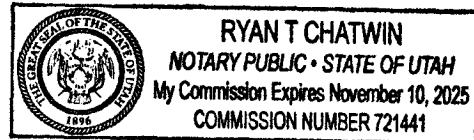


EXHIBIT A
Legal Description

A certain parcel of land located at
3306 Washington Boulevard, Ogden, Utah 84401 (the "Project").

PARCEL 1:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF WASHINGTONBOULEVARD IN OGDEN CITY, 1848.37 FEET NORTH 0°58' EAST FROM THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 0°58' EAST ALONG THE EAST LINE OF SAID WASHINGTON BOULEVARD A DISTANCE OF 322.02 FEET; THENCE IN AN EASTERLY DIRECTION ALONG A LINE BEARING SOUTH 89°15' EAST A DISTANCE OF 301.88 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG A LINE BEARING SOUTH 0°58' WEST A DISTANCE OF 92.98 FEET; THENCE IN AN EASTERLY DIRECTION ALONG A LINE BEARING SOUTH 89°02' EAST A DISTANCE OF 66 FEET; THENCE IN A NORTHERLY DIRECTION ALONG A LINE BEARING NORTH 0°58' EAST A DISTANCE OF .49 FEET; THENCE IN AN EASTERLY DIRECTION ALONG A LINE BEARING SOUTH 89°15' EAST A DISTANCE OF 24 FEET; THENCE IN A SOUTHERLY DIRECTION ALONG A LINE BEARING SOUTH 0°58' WEST A DISTANCE OF 229.53 FEET; THENCE IN A WESTERLY DIRECTION A DISTANCE OF 391.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING 1948.37 FEET NORTH 0°58' EAST AND 222 FEET SOUTH 89°15' EAST OF THE POINT WHERE THE SOUTH LINE OF SAID QUARTER SECTION INTERSECTS THE EAST LINE OF WASHINGTON BOULEVARD, AND RUNNING THENCE SOUTH 89°15' EAST 18.64 FEET; THENCE SOUTH 85 FEET; THENCE EAST 20 FEET; THENCE SOUTH 81 FEET; THENCE WEST 18.64 FEET; THENCE NORTH 66 FEET; THENCE WEST 20 FEET; THENCE NORTH 100 FEET TO THE BEGINNING.

PARCEL 2:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING 1948.37 FEET NORTH 0°58' EAST AND 222 FEET SOUTH 89°15' EAST OF A POINT WHERE THE SOUTH LINE OF SAID QUARTER SECTION INTERSECTS THE EAST LINE OF WASHINGTON AVENUE, AND RUNNING THENCE SOUTH 89°15' EAST 18.64 FEET; THENCE SOUTH 85 FEET; THENCE EAST 20 FEET; THENCE SOUTH 81 FEET; THENCE WEST 18.64 FEET; THENCE NORTH 66 FEET; THENCE WEST 20 FEET; THENCE NORTH 100 FEET TO THE BEGINNING.

PARCEL 3:

PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 1848.37 FEET NORTH 0°58' EAST ALONG THE EAST LINE OF WASHINGTON BOULEVARD AND 260.64 FEET SOUTH 89°12'49" EAST FROM THE INTERSECTION OF THE EAST LINE OF WASHINGTON BOULEVARD AND THE SOUTH LINE OF SAID QUARTER SECTION; SAID POINT IS ALSO 317.06 FEET NORTH 0°58' EAST ALONG THE EAST LINE OF WASHINGTON BOULEVARD AND 260.64 FEET SOUTH 89°12'49" EAST FROM THE INTERSECTION OF THE EAST LINE OF WASHINGTON BOULEVARD AND THE NORTH LINE OF 34TH STREET; AND RUNNING THENCE SOUTH 89°12'49" EAST 131.24 FEET; THENCE NORTH 0°58' EAST 229.53 FEET TO THE SOUTH LINE OF LOT 19, BLOCK 1,

STEPHEN'S FIRST ADDITION TO OGDEN CITY; THENCE SOUTH 89°15' EAST 125.19 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°33' WEST 111.21 FEET; THENCE SOUTH 89°15' EAST 27.60 FEET; THENCE SOUTH 0°58' WEST 122.19 FEET; THENCE NORTH 89°02' WEST 153.00 FEET; THENCE SOUTH 0°58' WEST 63.12 FEET; THENCE NORTH 89°02' WEST 131.84 FEET; THENCE NORTH 0°58' EAST 66.00 FEET TO THE POINT OF BEGINNING.

Parcel ID Nos. 05-107-0006, 05-108-0039, 05-108-0040 and 05-107-0004